

**AGENDA – TOWN BOARD MEETING**  
**November 3, 2022**  
**7:30pm**

**PUBLIC HEARING: PUBLIC HEARING – MS4 2021-2022 ANNUAL REPORT**

**REGULAR MEETING:**

**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

**REGULAR MEETING:**

**CORRESPONDENCE:**

**JOAN MAXWELL – Co-Organizer, Repair Café. Email dated October 31, 2022 to the Clerk regarding November 19, 2022 Repair Café.**

**ROBERT E. KRAHULIK – Short-term Rental Owner, Town of Warwick. Letter dated October 24, 2022 to the Town Board regarding a short-term application denial from the Town of Warwick Building Department.**

**NEIL WINTER- Orange & Rockland. Email dated November 1, 2022 to the Town Clerk regarding the Overview of Orange & Rocklands Geothermal Neighborhood Pilot Program**

**LAURA HEADY – Conservation & Land Use Program Coordinator. Letter dated October 6, 2022 to the Supervisor regarding information strategies from Hudson River Estuary Program.**

**BOARD’S DISCUSSION ON CORRESPONDENCE**

**VISITING ELECTED OFFICIALS**

**REPORTS OF BOARDS AND COMMISSIONS**

**COMMITTEE REPORTS**

**DEPARTMENT OF PUBLIC WORKS REPORT**

<b>Drainage</b>	<b>Vac Leaves</b>	<b>Sleepy Valley Road</b>
		<b>Covered Bridge Rd</b>
		<b>Iron Mt. Road</b>
<b>Pot Holes</b>	<b>Town Wide</b>	<b>Fill with hot mix</b>
<b>Vehicle Maint.</b>		<b>As needed</b>
<b>Emergency Repairs</b>		<b>As needed</b>

<b>Road Signs</b>	<b>Town Wide</b>	<b>Repair As needed</b>
<b>Haul Material</b>	<b>Stock Pile</b>	<b>Haul item #4 to stockpile</b>
<b>Water Dept.</b>	<b>Bellvale Water District</b>	<b>Remove Old Tank Concrete Wall Seed &amp; Hay Area</b>

## **PARKS DEPARTMENT**

<b>Union Corners Park</b>	<b>Open (Bathrooms Closed)</b>	<b>Town</b>
<b>Mountain Lake Park</b>	<b>Open</b>	<b>Town</b>
<b>Town of Warwick Dog Park</b>	<b>Open</b>	<b>Town</b>
<b>Airport Road Park</b>	<b>Open (Bathrooms Closed)</b>	<b>Town</b>
<b>Wickham Woodland Park</b>	<b>Open</b>	<b>Town</b>
<b>Cascade Park</b>	<b>Open</b>	<b>Town</b>
<b>Wickham Passive Boat Launch</b>	<b>Closed Nov.1, 2022 – April 1, 2023</b>	<b>Town</b>
<b>Pine Island Park</b>	<b>Open (Bathrooms Closed)</b>	<b>Town</b>
<b>Thomas P. Morahan Waterfront Park</b>	<b>Open (Bathrooms Closed)</b>	<b>Village of GWL</b>
<b>Ben Winstanley Park</b>	<b>Open (Bathrooms Closed)</b>	<b>Village of GWL</b>
<b>Village of GWL Dog Park</b>	<b>Open</b>	<b>Village of GWL</b>

## **ENVIRONMENTAL CONSULTANTS REPORT**

## **COUNCILMAN DE ANGELO REPORT**

## **COUNCILMAN KOWAL REPORT**

## **COUNCILMAN GERSTNER REPORT**

## **COUNCILMAN SHUBACK REPORT**

## **ATTORNEY'S REPORT**

## **TOWN CLERK'S REPORT**

### **1. FEES COLLECTED – OCTOBER 2022**

<b>Interest in Town Clerk's Checking Account</b>	<b>\$0.48</b>
<b>Mountain Lake Park – Kitchen</b>	<b>\$710.00</b>
<b>Mountain Lake Park- Kitchen Per Hour</b>	<b>\$80.00</b>
<b>Mountain Lake Park – Kitchen Storage</b>	<b>\$50.00</b>
<b>Mountain Lake Park- Art Studio</b>	<b>\$50.00</b>
<b>Mountain Lake Park- Lodge Dining Hall</b>	<b>\$500.00</b>
<b>Mountain Lake Park Lodge Lounge</b>	<b>\$250.00</b>
<b>Mountain Lake Park- Cabin/Apartments</b>	<b>\$8,475.00</b>
<b>Mountain Lake Park Deposits Cabins/Apartments</b>	<b>\$50.00</b>
<b>Mountain Lake Park Deposits- Lodge Dining Hall</b>	<b>\$500.00</b>

<b>Wickham Woodland Manor Fee</b>	<b>\$500.00</b>
<b>Copy of Map</b>	<b>\$35.00</b>
<b>Marriage Certified</b>	<b>\$110.00</b>
<b>Postage</b>	<b>\$1.15</b>
<b>Special Event Permit</b>	<b>\$75.00</b>
<b>Carters Permit</b>	<b>\$100.00</b>
<b>Photocopies</b>	<b>\$53.00</b>
<b>Dog Impounds</b>	<b>\$806.00</b>
<b>Marriage License Fee</b>	<b>\$472.50</b>
<b>Conservation</b>	<b>\$226.62</b>
<b>Dog Licenses</b>	<b>\$1,479.00</b>
<b>Registrar Town of Warwick</b>	<b>\$270.00</b>
<b>Street Opening Permit</b>	<b>\$50.00</b>
<b>Wickham Woodland Manor Deposit</b>	<b>\$900.00</b>
<b>Total Local Shares Remitted</b>	<b>\$14,172.25</b>

## 2. FEES PAID – OCTOBER 2022

<b>NYS Dept. of Health</b>	<b>\$607.50</b>
<b>NYS Ag &amp; Markets for Spay/neuter program</b>	<b>\$103.00</b>
<b>NYS Environmental Conservation</b>	<b>\$3,887.38</b>
<b>State Comptroller for Bingo</b>	<b>\$11.25</b>
<b>Village of Florida Registrar</b>	<b>\$50.00</b>
<b>Village of Warwick for Registrar</b>	<b>\$1,090.00</b>
<b>Total Non-Local Revenues</b>	<b>\$5,749.13</b>

## 3. EARLY VOTING SCHEDULE

### REMAINING DATES AND HOURS OF VOTING DURING EARLY VOTING

The dates and hours for early voting are uniform for all eight sites during the general election:

<b>Friday, November 4, 2022</b>	<b>7am to 3pm</b>
<b>Saturday, November 5, 2022</b>	<b>9am to 5pm</b>
<b>Sunday, November 6, 2022</b>	<b>9am to 5pm</b>

### Orange County will have eight sites available for Early Voting:

City of Middletown - Middletown Senior Center - 62-80 W Main St., Middletown, NY  
City of Newburgh - Newburgh Activity Center - 401 Washington St, Newburgh, NY  
City of Port Jervis - Delaware Engine #2 – 22 Hammond St, Port Jervis, NY  
Town of Cornwall - Cornwall Ambulance Building - 1 Clinton St., Cornwall, NY  
Town of Goshen - Caroline Building, 23 Hatfield Lane, Goshen, NY

Town of Montgomery - Village of Montgomery Senior Center – 36 Bridge St., Montgomery, NY  
Town of Monroe - Monroe Town Hall - 1465 Orange Tpke., Monroe, NY  
Town of Warwick - Warwick Town Hall - 132 Kings Hwy, Warwick, NY

**4. \*Bid Proposal to replace landscape trailer for Parks:**

**1. Roxbury Trailer Sales**  
364 West Dewwy Ave.  
Kenvil, NJ 07847  
973-361-7070  
**Bid Proposal: \$6,595.00**

**2. Rumley Trailor Sales**  
7526 US-29  
Browns Summit, NC 27214  
336 669-0709  
**Bid Proposal: No Submittal**

**3. Trailer King/King Truck**  
18 Manchester Circle  
Poughkeepsie, NY 12603  
845-454-7500  
**Bid Proposal: No Submittal**

**4. Congelosi Trailor Sales**  
2201 State Route 17K  
Montgomery, NY 12549  
888-310-2246  
**Bid Proposal: No Submittal**

**SUPERVISORS REPORT**

- 1. 2023 Budget Hearing- Nov. 10, 2022 7 pm**
- 2. Town Board meetings in November- 3<sup>rd</sup> & 17<sup>th</sup>**
- 3. Election Day – November 8<sup>th</sup> 6 am-9 pm**
- 4. Journal entries**
- 5. Supervisors Corner – Published each week in the Warwick Dispatch, with excerpts printed in the Warwick Advertiser.**

**PRIVILEGE OF THE FLOOR (AGENDA ITEMS)**

**NEW BUSINESS:**

- 1. PROCLAMATION – SMALL BUSINESS SATURDAY**
- 2. AUTHORIZE SUPERVISOR TO SIGN AGREEMENT – WARWICK INSTITUTE OF CULTURE**
- 3. ACCEPT NOTICE OF INTENT TO RETIRE- SGT. JASON G.C. MARSH**
- 4. RESCIND RESOLUTUION #R2022-355 APPOINT PART-TIME POLICE DISPATCHER – VICTORIA RIVERA**
- 5. ACCEPT BID PROPOSAL TO REPLACE LANDSCAPE TRAILER FOR PARKS**

**BILLS:**

**PRIVILEGE OF THE FLOOR (GENERAL)**

**RECONVENE:**

**ADJOURN:**

## Warwick Town Clerk

---

**From:** ippi3635@aol.com  
**Sent:** Monday, October 31, 2022 9:03 AM  
**To:** cwhemstreet@gmail.com; mark@wallingroad.com; clerk@villageofwarwick.org; cheney@villageofwarwick.org; Michael Sweeton; Warwick Town Clerk; Town Supervisors Confidential Secretary; esiljkovic@orangecountygov.com; kschmidt@orangecountygov.com; becca.tucker@strausnews.com; kate@neversinkmediagroup.com; info@warwickcc.org; bergenswanrsvp@gmail.com; bizdata@warwick.net  
**Subject:** Warwick Repair Cafe - November 19, 2022  
**Attachments:** Nov 19^J 2022 Repair Cafe Flyer.docx

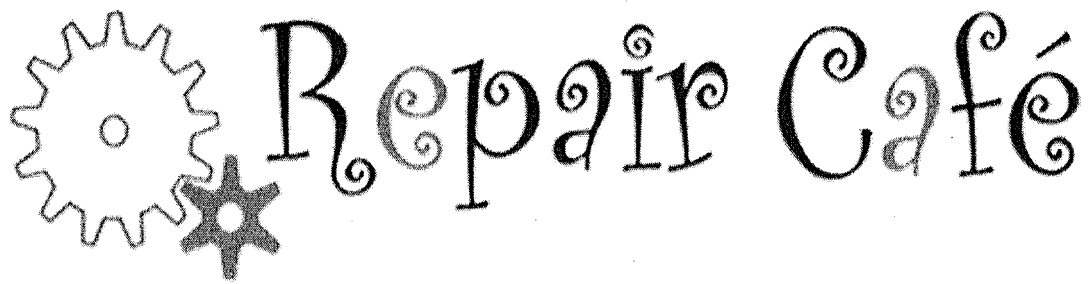
Good Morning,

Please pass the word regarding our next Repair Cafe Event on Saturday November 19, 2022, 10am to 2pm at the Warwick Senior Center, 132 Kings Highway, Warwick, NY.

Thank you,

Joan Maxwell  
Co-organizer  
Repair Cafe

RECEIVED  
OCT 31 2022  
Town of Warwick  
Town Clerk



**Saturday, Nov 19, 2022, 10 AM-2:00 PM**

**Senior Center, Town Hall Complex, 132 Kings Hwy, Warwick**

**Bring Your BELOVED BUT BROKEN Items**  
**\*FIX Them for FREE With Our Repair Coaches**

**\*Lamp and Bike Parts Available at our cost**

**Mechanical & Electrical**

**Quick Repairs & Consultations**

**Laptops, Tablets, Cell Phones**

**Bikes, Jewelry, Wooden Things, Clocks**

**Clothing, Home Textiles, Soft Toys**

**Knife & Tool Sharpening**

**Limit TWO Items Per Person, PLS.!**

**Sorry, no gas or propane-powered items**

**Pls. Bring a Food Pantry Donation - Box or Can Only**  
**[organizerwarwickrepaircafe@aol.com](mailto:organizerwarwickrepaircafe@aol.com)**

**[RepairCafeHV.org](http://RepairCafeHV.org)**

**845-544-1056**

X


**TOWN OF WARWICK  
DEPARTMENT OF POLICE  
132 KINGS HIGHWAY  
WARWICK N.Y. 10990  
(845) 986-5000 FAX (845) 986-5985**

**Chief John D. Rader NA 236**  
**jrader@townofwarwickpd.org**

**RECEIVED**

**OCT 31 2022**

Town of Warwick  
Town Clerk

**To: Supervisor Sweeton, Town Board, Bonnie Kane**  
**From: Chief John Rader**   
**CC:**  
**Date: October 31, 2022**  
**Re: Part Time Dispatcher Approval**

---

Please accept this memo as my request to rescind the motion passed at the October 27, 2022 approving the appointment of Victoria Rivera as a part time dispatcher.

Ms. Rivera has accepted a full time police officer position with another agency.

## Warwick Town Clerk

---

**From:** Winter, Neil L. Jr. <WINTERN@oru.com>  
**Sent:** Tuesday, November 1, 2022 11:55 AM  
**To:** Winter, Neil L. Jr.  
**Subject:** Overview of O&R's Geothermal Neighborhood Pilot Program  
**Attachments:** Thermal Energy Pilot Overview.pdf

RECEIVED  
NOV 02 2022  
Town of Warwick  
Town Clerk

Good morning! Last week I sent you an e-mail regarding a new pilot program for a Geothermal Neighborhood. As a follow-up to that e-mail, I have attached a short presentation that explains how a Geothermal Neighborhood would work using a Thermal Energy Network with a shared Geothermal loop. This pilot would take the concept of a single family geothermal system with a ground source heat pump and expands its use for a larger number of buildings by creating a Geothermal loop.

I encourage you to share this information with the economic development folks in your community, prospective developers as well as your Building Department and Planning Board.

If you have any questions, please send an e-mail to our team at [GeothermalNeighborhood@oru.com](mailto:GeothermalNeighborhood@oru.com)

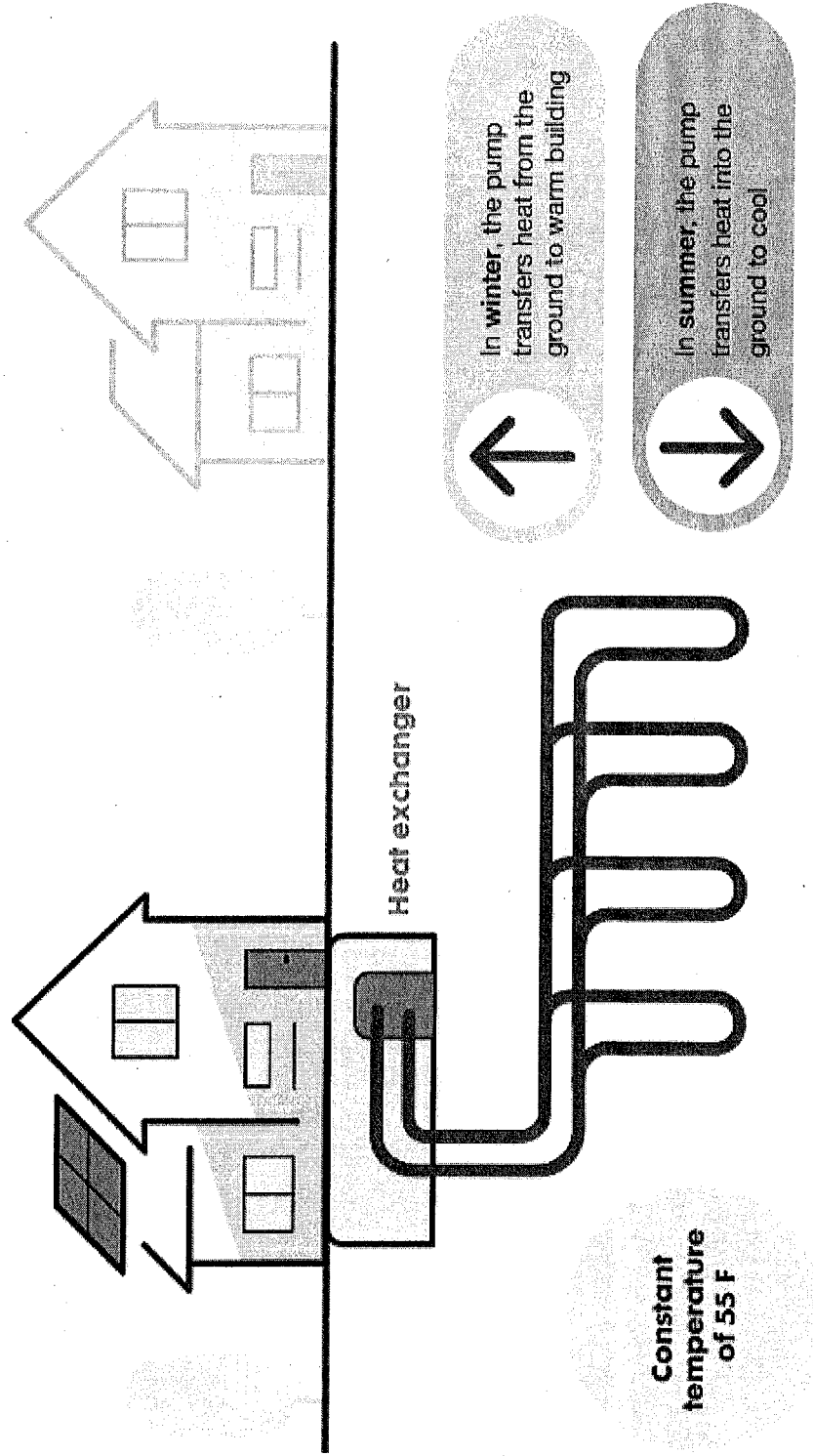


# **Thermal Energy Networks Shared Geothermal Loop Pilots**

# **Content**

1. Ground Source Heat Pump (GSHP) System
2. Thermal Energy Network (i.e., Shared Geothermal Loop)
3. O&R Thermal Energy Network Pilot Proposal
4. Site Identification

# Conventional, Customer-owned GSHP System



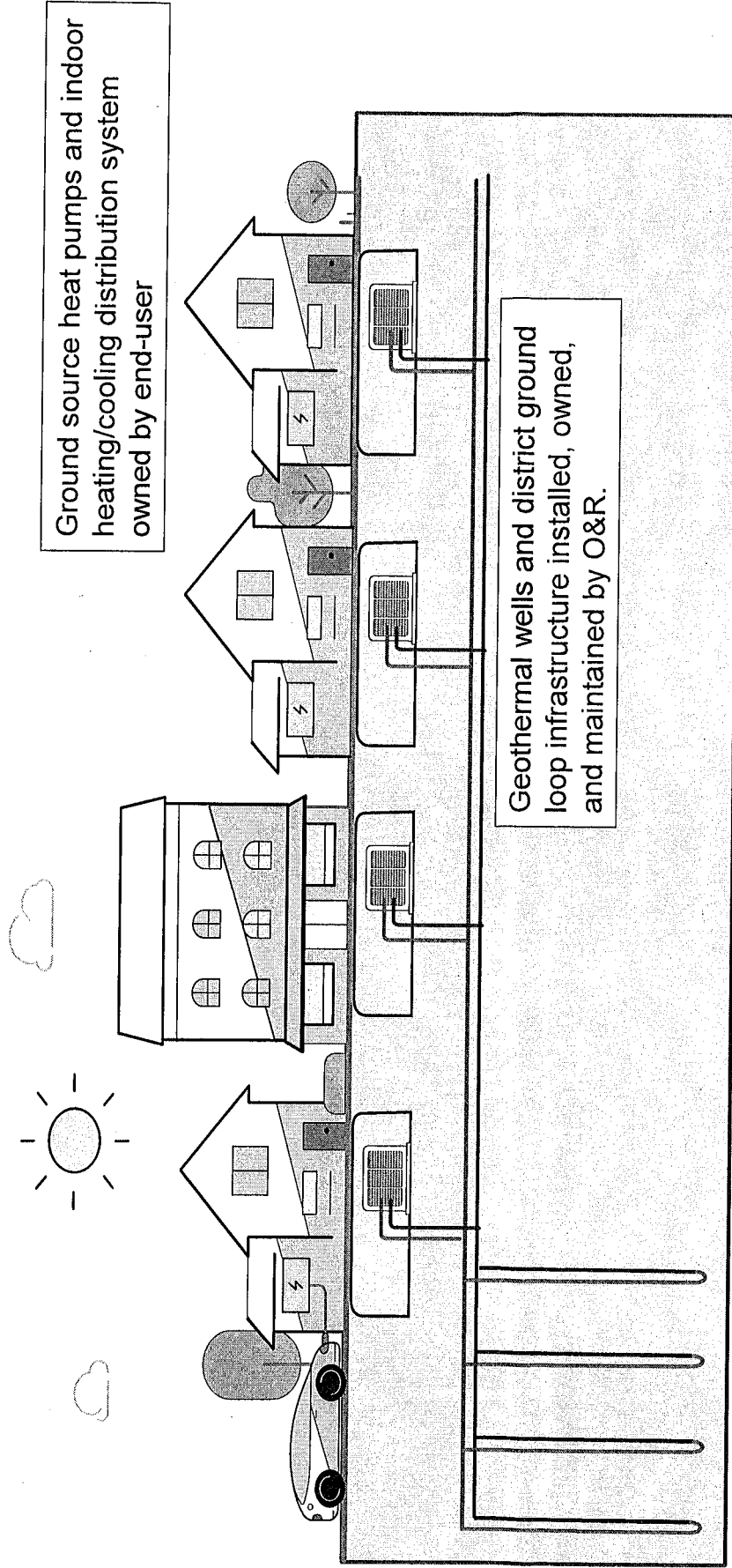
Orange & Rockland. <https://www.oru.com/en/save-money/rebates-incentives-credits/new-york-customers/incentives-for-residential-customers-my/clean-heating-cooling-with-heat-pumps/heat-pump-equipment/save-on-geothermal>

# Conventional GSHP System Advantages / Disadvantages

- **Utilizes Electricity more Efficiently:** GSHPs concentrate and transfer heat rather than generating it directly, delivering three to five times more heat energy to a building than the electrical energy they consume
- **Efficiency = Operational Savings:** High system efficiencies translate into monthly operating cost savings and reduced GHG emissions by almost a half when compared to traditional Natural Gas systems
- **Dual Purpose System:** Single equipment provides both heating and cooling to building
- **Water Heating Assist:** GSHP systems equipped with 'desuperheaters' can also produce hot water by transferring excess heat from the pump's compressor to the building's hot water tank
- **Enhanced Outdoor Aesthetic:** Eliminates the need for an outdoor AC unit; enhancing neighborhood appeal and eliminating the ambient noise of traditional AC units
- **Long Lasting, Proven Technology:** GSHPs have been in use since the late 1940s. They have relatively few moving parts and have shown to be reliable with an effective useful life of 25 years (the geothermal ground loops last 50+ years)
- **Higher Installation Cost:** GSHP systems can be three-times more expensive to install than traditional HVAC systems

# Thermal Energy Network (Shared Geothermal Loop)

Same geothermal heat pump technology but utilizing a shared delivery network.



## Benefits of Thermal Energy Networks

- Maintains **all the advantages** of a customer-owned GSHP system
- Lowers the installation cost hurdle; makes technology available to **all customers**
- Facilitates the state's clean heat transition that is **scalable & equitable**
- Leverages utility's experience in maintaining shared infrastructure

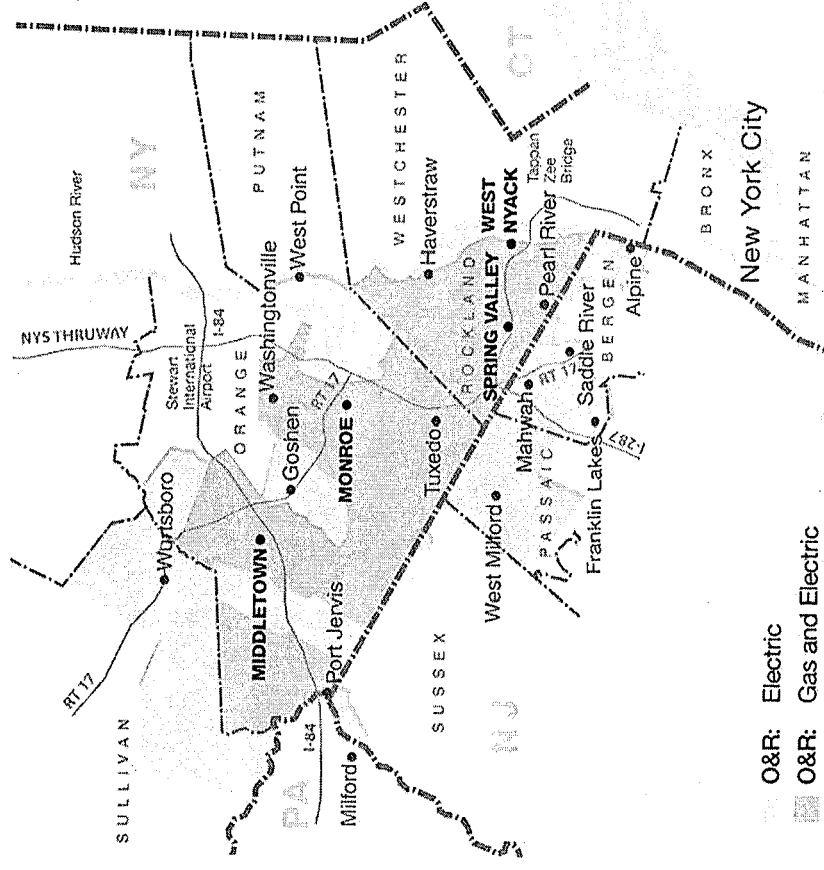
# **O&R Thermal Energy Network Pilot Proposal**

- Thermal Energy Network and Jobs Act was enacted by NYS on July 5, 2022 to develop the regulatory and legislative framework related to thermal energy networks (i.e., shared geothermal loops)
- This Act requires the utilities to propose pilots to demonstrate the potential of thermal energy networks as well as to investigate the necessary regulatory framework.
- O&R has proposed two conceptual pilot ideas in its October 7<sup>th</sup> filing to New York Department of Public Service. Under these pilots, O&R will design, install, and maintain the geothermal wells and supply infrastructure up to the connection with the heat pumps.
- O&R are developing further details for these two thermal energy networks pilots in its January 9<sup>th</sup> filing.

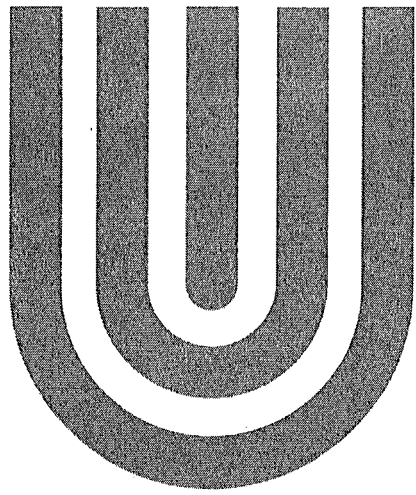
**O&R need partners to help locate sites for its proposal.**

# Site Identification

- Within O&R's New York service territory
- Appropriate geology for ground-loop installation
- Preferably located within a disadvantaged community
- [nysesda.ny.gov/ny/disadvantaged-communities](http://nysesda.ny.gov/ny/disadvantaged-communities)







**Orange & Rockland**





Department of  
Environmental  
Conservation

Hudson River  
Estuary Program

**New York State Department of  
Environmental Conservation  
Hudson River Estuary Program**

21 South Putt Corners Rd, New Paltz, NY 12561-1620  
**Phone:** (845) 256-3016  
**Website:** [www.dec.ny.gov](http://www.dec.ny.gov)



Cornell University

**Cornell University  
Department of Natural Resources and the  
Environment**

226 Mann Dr, Ithaca, NY 14853  
**Phone:** (607) 255-2821  
**Website:** [www.cals.cornell.edu/natural-resources-environment](http://www.cals.cornell.edu/natural-resources-environment)

RECEIVED

NOV 02 2022

Town of Warwick  
Town Clerk

Michael P. Sweeton  
Town of Warwick

October 6, 2022

Dear Michael P. Sweeton,

Since 2001, the NYSDEC's Hudson River Estuary Program and Cornell University's Department of Natural Resources and the Environment have implemented a joint initiative to conserve important habitats and natural areas in the Hudson estuary watershed. A key focus of our work is municipal planning, and we've provided technical assistance and training to many Hudson Valley communities that are interested in advancing conservation through local plans and policies.

To improve and expand our offerings, we are collecting data on actions implemented by Hudson Valley municipalities to conserve their natural areas and biodiversity, such as open space planning or stream protection. We intend to use this information to learn how municipalities are contributing to conservation and evaluate how we can better assist them in this work. When all data have been collected and confirmed, we will share our findings with municipal government officials to help support their own understanding of the current state of planning and conservation in their communities.

We request your help to confirm that the data we compiled is correct. **Please take a moment to review the chart on the back**, share with your colleagues on relevant boards and commissions, and let us know if we've reported everything accurately or if we need to make corrections. You may e-mail any corrections to Dr. Daria Ponstingel at [dp496@cornell.edu](mailto:dp496@cornell.edu). If you would prefer to mail a corrected copy please send it to: Laura Heady, Hudson River Estuary Program, NYSDEC, 21 South Putt Corners Rd., New Paltz, NY 12561. We greatly appreciate your time and assistance in this endeavor. **If we don't hear back from you by November, 25, 2022, we'll assume everything is correct.**

If you have any questions about this project, or the assistance offered to municipalities by the Hudson River Estuary Program, don't hesitate to contact Laura Heady at (845) 256-3061 or [laura.HEADY@dec.ny.gov](mailto:laura.HEADY@dec.ny.gov).

Sincere thanks,

Laura Heady  
Conservation and Land Use Program Coordinator

Dr. Shorna Allred  
Professor, Dept. of Natural Resources and the  
Environment, Cornell University

Dr. Daria Ponstingel  
Postdoctoral Research Associate, Dept. of Natural Resources and the Environment, Cornell University

## Status of Conservation Planning Tools in the Town of Warwick, Orange County\*

Tool	In place as of September 2022	Comments
<b>Natural Resource Inventory (NRI)</b> A community-wide inventory of undeveloped areas. Typically includes maps and descriptions of water resources, habitats, farmland, and other natural and cultural features.	No	
<b>Natural Resource Inventory (NRI) Law</b> A local law or zoning code that requires use of the NRI.	No	
<b>Open Space Inventory or Index</b> An inventory and map of areas within a municipality that are priority for acquisition or conservation. Once adopted, it is considered an open space index.	No	
<b>Open Space Plan</b> A community's strategy for conserving priority lands valuable for habitat, agriculture, recreation, and scenery.	Proposed	
<b>Community Preservation Plan</b> Prerequisite for establishing a Community Preservation Fund; similar to an open space plan but has specific requirements, such as listing priority parcels and considering land use alternatives.	Yes	
<b>Open Space Fund</b> A funding source (e.g., bond, tax, etc.) dedicated to implementation of the Open Space Plan through purchase of land or development rights, or use as match for state and federal grants.	Yes	Community Preservation Fund, established in 2006
<b>Wetland Protection Law</b> An ordinance or zoning code that protects wetlands above and beyond New York State regulations.	No	
<b>Wetland Buffer Size</b> An ordinance or zoning code that set buffer sizes greater than 100 feet (or beyond NY State regulations).	No	
<b>Wetland Setback Size</b> An ordinance or zoning code that determine a setback of any size.	No	
<b>Minimum Size of Regulated Wetland</b> An ordinance or zoning code that protects wetlands smaller than 12.4 acres (or beyond NY State regulations).	No	
<b>Watercourse Buffer Size</b> An ordinance or zoning code that set watercourse buffer sizes.	No	
<b>Steep Slope Protection</b> A local law or overlay zone that restricts certain activities on slopes or ridgelines over a certain grade.	No	
<b>Critical Environmental Area (CEA)</b> Designation under SEQRA of specific geographic area with exceptional or unique characteristics.	No	
<b>Conservation Zoning or District</b> Base zoning with a conservation purpose.	Yes	

\* based on the online database search conducted by Cornell University in 2022.

## Status of Conservation Planning Tools in the Town of Warwick, Orange County\*

Tool	In place as of September 2022	Comments
<b>Conservation Overlay Zone</b> Zoning overlay that adds a new set of standards and incentives to existing zoning to achieve protection goals for natural resources.	Yes	
<b>Conservation Subdivision</b> A strategy to conserve open space by reformulating conventional subdivision design, and allowing for smaller lots to concentrate development away from sensitive natural areas.	Yes	
<b>Environmental Commission or Board</b> A volunteer advisory group that a local legislature may create to advise in the conservation of its natural resources; often charged with creation of an inventory and map of open areas. Also known as Conservation Advisory Council (CAC).	Yes	Conservation Board
<b>Climate Smart Community (CSC) Pledge</b> Expression of commitment to take action on climate change by taking a pledge and registering with NYS as a CSC.	No	
<b>Climate Smart Community (CSC) Certification</b> The CSC certification program recognizes communities for their accomplishments through a rating system leading to three levels of award: bronze, silver, and gold.	No	

\* based on the online database search conducted by Cornell University in 2022.

## Warwick Town Clerk

---

**From:** Caroline Kelly Deck <ckd44@cornell.edu>  
**Sent:** Wednesday, November 2, 2022 9:52 AM  
**To:** Michael Sweeton; Warwick Town Clerk  
**Cc:** Daria Ponstingel  
**Subject:** Information on conservation strategies from Hudson River Estuary Program (please reply)  
**Attachments:** WARWICK.pdf

Dear Michael P. Sweeton,

Since 2001, the NYSDEC's Hudson River Estuary Program and Cornell University's Department of Natural Resources and the Environment have implemented a joint initiative to conserve important habitats and natural areas in the Hudson estuary watershed. A key focus of our work is municipal planning, and we've provided technical assistance and training to many Hudson Valley communities that are interested in advancing conservation through local plans and policies.

To improve and expand our offerings, we are collecting data on actions implemented by Hudson Valley municipalities to conserve their natural areas and biodiversity, such as open space planning or stream protection. We intend to use this information to learn how municipalities are contributing to conservation and evaluate how we can better assist them in this work. When all data have been collected and confirmed, we will share our findings with municipal government officials to help support their own understanding of the current state of planning and conservation in their communities.

We request your help to confirm that the data we compiled is correct. **Please take a moment to review the chart on the back**, share with your colleagues on relevant boards and commissions, and let us know if we've reported everything accurately or if we need to make corrections. You may e-mail any corrections to Dr. Daria Ponstingel at dp496@cornell.edu. If you would prefer to mail a corrected copy please send it to: Laura Heady, Hudson River Estuary Program, NYSDEC, 21 South Putt Corners Rd., New Paltz, NY 12561. We greatly appreciate your time and assistance in this endeavor. **If we don't hear back from you by November, 25, 2022, we'll assume everything is correct.**

If you have any questions about this project, or the assistance offered to municipalities by the Hudson River Estuary Program, don't hesitate to contact Laura Heady at (845) 256-3061 or laura.HEADY@dec.ny.gov.

COPY

MANAGEMENT SERVICES AND LICENSE AGREEMENT

10/30/2022

This MANAGEMENT SERVICES AGREEMENT effective October \_\_, 2022 (hereinafter referred to as the "Agreement") made by and between THE WARWICK INSTITUTE OF CULTURE, a New York a 501(c)(3) not-for-profit organization having an address of PO Box 805, Warwick, NY 10990 (the "WICK"), and the TOWN OF WARWICK, a New York municipal corporation with offices at 132 Kings Highway, Warwick, New York 10990 (the "Town"). The Town and the WICK are sometimes collectively referred to herein as the "Parties" and individually as a "Party"

RECITALS:

WHEREAS, the Town wishes to be provided with the Services (as defined below) set forth herein by the WICK and the WICK agrees to provide such Services to the Town in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Town desires to grant to the WICK the license to use and occupy Premises (as hereinafter defined), and the WICK desires to occupy and license the Premises from the Town, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

SECTION 1

SERVICES; INCENTIVE FEE

1. Services.

(a) The Town hereby retains and has engaged the WICK to provide the management services for arts and cultural programming, including events, workshops and educational programs consistent with the WICK's charter and mission (the "Services") to the Town in connection with the Theater building (the "Premises") located at the facility known as the "Kutz Camp" with an address of 46 Bowen Road, Warwick, NY 10990 (the "Property").

(b) The WICK shall manage and coordinate the arts and cultural programming for the Premises including the use by residents of the Town of Warwick.

(c) The WICK shall use all reasonable efforts and do everything within their control to accommodate and work with the Town to schedule Warwick resident sponsored programs and events at the Premises ("Resident Events"). The Town shall promptly

have the nonexclusive right to schedule the use of the bungalows and living quarters on a first come/first serve basis. Such scheduling shall be deemed a confirmed reservation upon the end user signing a Facility Agreement reserving the bungalows/living quarters and paying any required deposit.

2.2 License Period. The license period for the Premises shall commence on the date hereof and shall continue through the end of the Term (as defined below).

2.3 License Fee. the WICK shall pay a license fee for the use and occupancy of the Premises and rights of access thereto, equal to \$500.00 per month starting on the first day of the first full month following the date hereof and continuing thereafter until the end of the Term.

2.4. Assignment; Sublicense. the WICK may not assign or sublicense this Agreement and the occupancy of the Premises to any third-party without the written consent of the Town. Notwithstanding the foregoing, the WICK may, without the Town's consent, enter into agreements with third-parties for the short-term use and occupancy of the Premises.

2.5 Quiet Enjoyment. the Town covenants and agrees that the WICK shall and may peaceably and quietly have, hold and enjoy the Premises for the Term, as same may be extended, without disturbance, hindrance, ejection or molestation by or from the Town (subject, however, to the provisions hereof) or anyone claiming by, through or under the Town.

2.6 Alterations; Restoration.

(a) The Town and the WICK shall work to develop a budget ("Repair Budget") and scope of necessary repairs, deferred maintenance, and any other capital improvements of the Premises (the "Repair Work").

(b) The WICK shall contract for and coordinate all Repair Work.

(c) The Town shall establish a licensee improvement allowance to offset and pay for the cost of the Repair Work.

(d) During the Term of this Agreement, the WICK may make alterations to the Premises upon prior written consent thereto by the Town (which consent shall not be unreasonably withheld) and any costs associated with making such alterations, including, but limited to, construction or increased operating costs shall be borne by the WICK.

2.7 Repairs. The WICK, throughout the Term, shall take good care of the Premises. The WICK shall be responsible for the cost to repair any damage other than damage from the elements, fire or other casualty to the Premises or caused by the Town. In addition, the Town shall make all structural repairs to the Premises and be responsible for the utility systems at its

markets, software, developments, inventions, processes, designs, and related information (the "Confidential Information"). Each Party agrees that it shall not disclose the other Party's Confidential Information and shall use it solely for the purposes of this Agreement. Confidential Information shall specifically exclude (a) any information that is in the public domain at the time of disclosure through no fault of the receiving party, (b) any information that the receiving party can demonstrate it already possessed prior to disclosure or (c) any information that the receiving party independently developed without reference to the disclosing party's information. Notwithstanding the foregoing, either Party may disclose the Confidential Information, upon the other Party's written consent or by order of any court of competent jurisdiction. Further, the WICK shall be entitled to use the Town's Confidential Information provide same is used on an aggregate, anonymous basis.

4.2 Promotional Rights. The Town grants the WICK the right to list, reference or otherwise identify the Town in its own marketing and promotion. Any publicity, press release, advertising, marketing or other promotion that either Party wishes to distribute that refers to the other Party or the subject matter of this Agreement shall be subject to the prior written approval of such other Party.

## SECTION 5 REPRESENTATIONS AND WARRANTIES

5.1 Each Party hereby represents, warrants and covenants to the other Party as follows: (i) they have the full right, power, legal capacity and authority to enter into this Agreement, and to carry out its terms, (ii) they are under no obligation or restriction, nor will it assume any such obligation or restriction that does or would in any way interfere or conflict with its obligations under this Agreement, (iii) there are no liens, claims, encumbrances, legal proceedings, restrictions, agreements or understandings that might conflict or interfere with, limit, or be inconsistent with or otherwise affect any of the provisions of this Agreement.

## SECTION 6 INSURANCE; INDEMNIFICATION

6.1 Insurance. During the Term of this Agreement for any reason, the WICK shall, at its own expense, maintain and carry insurance, at limits acceptable to the Town, in full force and effect with financially sound and reputable insurers, that includes, but is not limited to: (a) Comprehensive General Liability, which policy will include contractual liability coverage insuring the activities of the WICK under this Agreement; (b) Worker's Compensation with limits no less than the minimum amount required by applicable law; and (c) Commercial Automobile Liability (Hired & Non-Owned Automobile Liability if no commercial autos are owned); and (d) such other coverage that is required pursuant to the terms set forth in the Insurance Rider annexed hereto which terms are incorporated and made a part hereof, and such other coverage that is reasonably required by the Town. The WICK shall provide the Town with a certificate of



this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and [(i) shortage of adequate power or transportation facilities. The affected party shall resume performance under this Agreement as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

## SECTION 7 GOVERNING LAW; DISPUTE RESOLUTION

7.1 Governing Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York without regard to conflict of laws principles. Each of the Parties hereto consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of New York. Each party hereto consents to the personal jurisdiction of such courts and shall subject itself to such personal jurisdiction.

## SECTION 8 MISCELLANEOUS

8.1 Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

8.2 Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

8.3 Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

8.4 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile [or email] (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

THE TOWN:

TOWN OF WARWICK

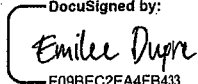
By: \_\_\_\_\_

Name: Michael Sweeton

Title: Supervisor

THE WICK:

THE WARWICK INSTITUTE OF CULTURE

By:  10/30/2022  
E09BEC2EA4FB433...

Name: Emilee Dupre

Title: Executive Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Benefits Consulting Group Inc 700 Plaza Drive Suite 216 Secaucus NJ 07094		<b>CONTACT NAME:</b> Jamie Calabria <b>PHONE (A/C, No, Ext):</b> (201) 435-4500 <b>FAX (A/C, No):</b> (201) 435-4540 <b>E-MAIL ADDRESS:</b> jcalabria@bgsadvisors.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Alliance of Nonprofits for Insurance RRG	<b>NAIC #</b> 10023
<b>INSURED</b> The Warwick Institute of Culture PO Box 805 Warwick NY 10990		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:** CL2210706019**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		2022-76213	10/28/2022	10/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	Y		2022-76213	10/28/2022	10/28/2023	Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Warwick, Inc. and respective affiliated persons and entities, including without limitation their respective directors, officers, employees, agents and representatives shall be additional insureds on the Commercial General Liability.  
including Primary and non-contributory insurance and waiver of subrogation as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Warwick Inc 132 Kings Highway Warwick NY 10990	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.