

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
February 18, 2020
AGENDA**

**Call to Order
Pledge of Allegiance
Roll Call**

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: February 3, 2020

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____
Trustee McManus ____ Mayor Newhard ____

3. Acceptance of Reports: January 2020: Clerk's Office, Justice, Building, Planning Board & ZBA.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____
Trustee McManus ____ Mayor Newhard ____

4. Authorization to Pay all Approved and Audited Claims #_____ – _____ in the amount of \$_____.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____
Trustee McManus ____ Mayor Newhard ____

5. Police Report

Announcement

1. Village of Warwick Local Residency Card Program will begin Monday, February 24, 2020.

2. Friday, March 6, 2020 is the last day for residents to register with the Orange County Board of Elections to be eligible to vote in the Village of Warwick Election on March 18, 2020. Voter registration forms can be found on the Village's website: www.villageofwarwick.org or www.orangecountygov.com

Correspondence

1. Report from Building Inspector, Boris Rudzinski – Village of Warwick & Climate Smart Communities Bronze Certification.
2. Letter from Richard E. Nicholas – Memorial sundial at Village of Warwick Hallowed Grounds.
3. Letter from Planning Board Chairman, James Patterson - Village Parking.
4. Letter from Village Board Attorney, Stephen Gaba – ZBA Decision/Planning Board Letter on Code § 145-70.

Discussion

1. Village of Warwick Fund Balance Policy – Draft January 10, 2020.
2. Budget Work Session Dates.
3. Leyland Alliance Communities, LLC – Senior Citizen Housing Developments.

Privilege of the Floor

(Please limit your comments to **five (5)** minutes. If reading a document, please submit a copy to the Clerk. Please note all remarks must be addressed to the Board as a body and not to individual Board members. Please state your name clearly before speaking). These rules are taken from the Handbook for Village Officials – New York State Conference of Mayors and Municipal Officials.

Motions

Trustee Cheney's Motions:

1. **MOTION** to accept the proposal and enter into an agreement with HDR Engineering, Inc. for engineering services and technical review of the Village View Traffic Study for a total cost of \$8,100.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

2. **MOTION** to grant permission to Village Employee, Antonio Rivera, to carry over five (5) vacation days.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

3. **MOTION** to grant permission to DPW Supervisor, Mike Moser and DPW Employees: Jason Makuch, Dylan Gerstner, Art Wendel, Robert Remo, Chris Kane and Mike Finelli to attend the 2020 Dig Safe Excavator Safety Seminar on Tuesday, March 3, 2020 at Rockland Community College, Suffern NY from 7:00 a.m. – 2:15 p.m. at no cost to the Village. No overtime will be incurred, and no mileage reimbursement is applicable, village vehicles will be used.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

4. **MOTION** to grant permission to DPW Employees: Chris Bennett, Narciscus Key, Tony Rivera, Mike Faulls, Tim Palmer, Shane Rivera and John Allen to attend the 2020 Dig Safe Excavator Safety Seminar on Wednesday, March 4, 2020 at the Hudson Valley Sportsdome, Milton NY from 7:00 a.m. – 2:15 p.m. at no cost to the Village. No overtime will be incurred, and no mileage reimbursement is applicable, village vehicles will be used.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

5. **MOTION** to purchase one (1) new sludge pump assembly for the Village of Warwick wastewater sludge press from MXQ, LLC at a total cost of \$12,491.00 including shipping, per the recommendation of Keith Herbert, Chief Operator of JCO.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

6. **RESOLUTION APPROVING LICENSE AGEEMENT**

WHEREAS, the Village of Warwick maintains a wastewater pump station on certain real property located near the Homestead Village condominium on the northerly side of Village Green Court, Warwick, New York 10990; and

WHEREAS, the Village requires a small amount of additional land for installation and maintenance of a generator and related improvements for the said pump station; and

WHEREAS, the Homeowners Association of the Homestead Village condominium has offered to provide the Village with a license for use of land adjoining the pump station for the purpose of installation and maintenance of the said generator and related improvements, a copy of which license is attached hereto; and

WHEREAS, the installation of the generator and related improvements is a Type II Action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves and accepts the proposed license agreement; and
2. That the Mayor is authorized to execute the license agreement and all documents necessary to implement the terms thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

George McManus, Trustee, voting _____

Eileen Patterson, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee Lindberg's Motions:

7. **MOTION** to adopt the Village of Warwick Fund Balance Policy effective February 18, 2020.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

8. **MOTION** to accept the budget modification as per the Village Treasurer's letter dated February 10, 2020.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

9. **MOTION** to schedule a Public Hearing for Monday, March 16, 2020 to discuss projects considered for funding under the FY-2021 Community Development Block Grant Program.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

Trustee Patterson's Motions:

10. **RESOLUTION CREATING A SPECIAL BOARD TO PREPARE
AN UPDATE OF THE VILLAGE'S COMPREHENSIVE PLAN**

WHEREAS, the Village Board of the Village of Warwick has determined to undertake an update of the Village's Comprehensive Plan; and

WHEREAS, the Village Board wishes to create a special board tasked with preparation of a draft of the updated Comprehensive Plan pursuant to Village Law § 7-722(4);

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That for purposes of preparing an update to the Village's Comprehensive Plan, the Village Board hereby creates a special board pursuant to Village Law § 7-722(4), which shall be called the "Village of Warwick Comprehensive Plan Committee" ("CPC"); and
2. The CPC shall consist of ten (10) members appointed by the Village Board. All members of the CPC must be Village residents and all members shall serve at the pleasure of the Village Board; and
3. Meetings of the CPC shall be conducted by a chairman appointed by the Village Board from among the ten CPC members. The CPC shall terminate and be dissolved upon the earlier of adoption of a resolution by the CPC approving a draft updated Comprehensive Plan for presentation to the Village Board or the adoption by the Village Board of a resolution dissolving the CPC; and
4. All CPC members shall serve as volunteers without compensation; and
5. The CPC shall meet at Village Hall on such dates and at such times as it may determine to be proper and convenient, subject to availability of the Village Hall on such dates and times. In the event that a venue for a CPC meeting other than Village Hall is required, the CPC may meet in a different location within the Village subject to approval of the Village Board. Meetings of the CPC shall be subject to the terms and provisions of the New York State Open Meetings Law; and
6. The CPC shall have no designated budget but may request the Village Board to appropriate and provide funds for such expenditures as may be necessary to carry out

its function. All such requests shall be in writing and include an itemized statement of the purposes for which the funds are being requested. All payments to vendors and/or contractors as approved by the Village Board shall be made through the Mayor's Office; and

7. Provided, however, that members of the CPC shall be reimbursed for personal expenditures they may incur on behalf of the CPC up to one hundred dollars (\$100) on any single occasion provided, however, that such expenditures must be approved in advance by the Mayor in writing. Members of the CPC shall be reimbursed for personal expenditures they may incur on behalf of the CPC over one hundred dollars (\$100) on any single occasion provided, however, that such expenditures must be approved in advance by the Village Board of Trustees by resolution. Members of the CPC shall not incur personal expenditures on behalf of the CPC which total in excess of \$500 either on any single occasion or in the aggregate over a thirty (30) day period; and

8. The Village Clerk is hereby directed to post notice at Village Hall and on the Village's website soliciting residents of the Village of Warwick to volunteer as candidates for the Comprehensive Plan Committee.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Eileen Patterson, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee McManus' Motions:

11. **MOTION** to appoint Duane Joslyn as Machine Technician for the upcoming Village Election on Wednesday, March 18, 2020 at a rate of \$13.00 per hour.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

12. **MOTION** to grant permission to Building Inspector/Code Enforcement Officer, Boris Rudzinski to attend the Hudson Valley Code Enforcement Officials Educational Conference at the Poughkeepsie Grand Hotel from April 22, 2020 – April 24, 2020 at a cost of \$300 for registration only, no hotel stay necessary. Overtime and travel time outside of the regular workday will apply. No mileage reimbursement is applicable, village vehicle will be used.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

Reports

Trustee Cheney's Report: Liaison to Planning & Zoning, Town of Warwick, Public Works Daily Operations, Engineering and Infrastructure, Green Building Practices/Alternative Energy Options, Citizens Awareness Panel/Jones Chemical, Orange County Planning.

Trustee Lindberg's Report: Liaison to Parks & Recreation, Weekender Bus & Transportation Issues, Traffic and Parking, Liaison to Warwick Fire Department, Safety Committee, Crosswalk & Pedestrian Issues, and Employee Training – Workplace Violence/Sexual Harassment.

Trustee Patterson's Report: Liaison to Merchants, Chamber of Commerce, Tourism, Issues of Public Health, Senior Citizens, Public Interface and Outreach, Government Efficiency, St. Anthony Community Hospital, Bon Secour, and Orange County Department of Health.

Trustee McManus' Report: Liaison to Albert Wisner Library, Warwick Valley Schools, Police, Ethics, Cablevision, Alteva (WVT), and Issues of Emergency and Homeland Security, WYDO and Warwick Valley Community Center, Coalition for Prevention.

DPW Supervisor, Mike Moser's Report

Mayor Newhard's Report

Final Comments from the Floor

Final Comments from the Board

Executive Session, if applicable

Adjournment

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK

INCORPORATED 1867

The Village of Warwick's Local Residency Card Program Begins Monday, February 24, 2020

The Village of Warwick will issue Local Residency Cards in the Clerk's Office on Monday, Wednesday, and Friday between the hours of 2:00 p.m. and 4:00 p.m. beginning Monday, February 24, 2020.

Special evening hours are also available on Wednesday, February 26th, Wednesday, March 4th and Wednesday, March 11th between the hours of 4:00 p.m. and 6:00 p.m.

Upon applying, village residents are asked to please bring with them a completed Local Residency Card Application, proof of residency, and \$10.00 in the form of a check or cash for the application fee.

Local Residency Card Applications, including a list of required documents as proof of residency, can be found on the Village's website: www.villageofwarwick.org. Applications can also be obtained in the Clerk's Office during regular business hours.

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PUEBLO DE WARWICK

INCORPORADO 1867

El Programa de Tarjetas de Residencia Local del Pueblo de Warwick Comienza el Lunes, 24 de Febrero de 2020

El Pueblo de Warwick emitirá tarjetas de residencia local en la oficina del secretario los Lunes, Miércoles y Viernes entre las horas de 2:00 p.m. y las 4:00 p.m. a partir del Lunes, 24 de Febrero de 2020.

El horario especial de la noche estará disponible los Miércoles, 26 de Febrero de 2020, Miércoles, 4 de Marzo de 2020 y Miércoles, 11 de Marzo de 2020 entre las 4:00 p.m. y las 6:00 p.m.

Al aplicar, se les pide a los residentes del pueblo que traigan consigo una solicitud de tarjeta de residencia local completa, prueba de residencia y \$10.00 en forma de cheque o efectivo para la tarifa de solicitud.

Las solicitudes de tarjeta de residencia local, incluyendo una lista de los documentos requeridos como prueba de residencia, se pueden encontrar en el sitio web del Pueblo: www.villageofwarwick.org. Las solicitudes también se pueden obtener en la Oficina del Secretario durante el horario comercial regular.

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VILLAGE OF WARWICK

INCORPORATED 1867

Honorable Mayor and Trustees,

This report is to inform you that the Village of Warwick has been registered as a Clean Energy Community and a Climate Smart Community with NYSERDA.

The NYSERDA Clean Energy Communities(CEC) program) is an initiative that helps local governments reduce energy consumption and drive clean energy use in their communities. The Climate Smart Communities(CSC) Certification program is an interagency initiative administered by the New York State Department of Environmental Conservation(DEC). The CSC Certification program provides a comprehensive framework for local governments to lead community action to reduce greenhouse gas (GHG) emissions and build climate resiliency. The two programs are complementary. Both require applicants to document completion of specific actions in order to earn a designation. As detailed in the table below, most of the CEC High Impact Actions satisfy the requirements of one or more CSC certification actions. Local governments that complete any of the CEC High Impact Actions are encouraged to submit for points under the related CSC certification actions.

The goals of the CSC Certification program are to engage and educate local governments in New York State, provide a robust framework to guide their climate action efforts, and recognize their achievements as they make progress.

The structure of the certification program is based on the CSC pledge elements that were developed in 2009. Participation in the program is voluntary. The program is designed to encourage ongoing implementation of actions that reduce of greenhouse gas emission and help communities adapt to the effects of climate change.

The benefits of participating in the Climate Smart Communities (CSC) Certification program include the following:

- Better scores on grant applications for some state funding programs, like DEC's CSC Grants
- State-level recognition for each community's leadership
- A robust framework to organize local climate action and highlight priorities
- Streamlined access to resources, training, tools and expert guidance
- Networking and sharing best practices with peers

By implementing certification actions, communities experience the following benefits:

- Cost savings through greater efficiency
- Greater energy independence and energy security
- Improved air quality from switching to clean energy
- Healthier, more walkable urban centers through smart growth
- Conservation of green spaces for recreation and biodiversity
- Reduction of future flood risk through climate change adaptation strategies
- Investment in an economy that supports sustainability and green businesses
- Greater engagement with residents who care about the future of their hometowns

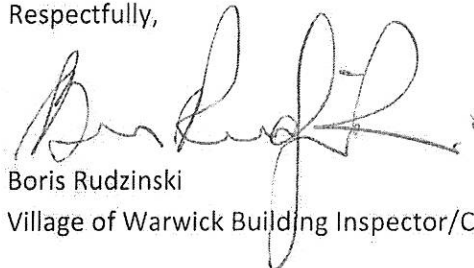
The certification program recognizes communities for their accomplishments through a rating system leading to three levels of award: bronze, silver, and gold. (The gold level is currently under development.) Each level involves earning a minimum number of points and meeting certain requirements related to priority actions and CSC pledge elements. For example, to become a bronze certified CSC, an applicant must earn at least 120 points, complete at least one action under four different pledge elements, complete the two mandatory actions, and complete three priority actions

Because of our previous elements completed under the Clean Energy Community program, the Village of Warwick is now not only certified as a CSC but will begin at Bronze status.

The CSC program is jointly sponsored by the following six New York State agencies: Department of Environmental Conservation; Energy Research and Development Authority (NYSERDA); Department of Public Service; Department of State; Department of Transportation; and Department of Health.

Our goal is for the Village of Warwick to become a leader in the drive to being a Clean Energy and Climate Smart Community and to inspire others to do the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'Boris Rudzinski', with a stylized, flowing script.

Boris Rudzinski

Village of Warwick Building Inspector/Code Official

Climate Smart Communities (CSC) Certification Action Checklist - Version 3.6 (Jan. 3, 2020)

Please note: the information below is only an overview and it might not be the most current description of the CSC certification actions. For full details and the most current information, please visit this website: <https://climatesmart.ny.gov>

CEC: These actions are related to the NYSERDA Clean Energy Communities (CEC) High Impact Actions.

Under Review: These actions are currently being revised by the CSC interagency team and will be uploaded to the portal in the near future. They are italicized in the list below.

CSC Grants: These actions were fundable under the certification category of the 2019 CSC grants program. More info is at this website: <http://www.dec.ny.gov/energy/109181.html>

Action Name (version 3)	Legacy Action #	Legacy Name (version 2)	Points	Type/Status
PE1: Build a climate-smart community.				
PE1 Action: CSC Task Force	1.2	Create a community Climate Smart Community task force focused on climate mitigation and adaptation	20	Mandatory
PE1 Action: CSC Coordinator	1.3	Appoint a Climate Smart Community coordinator	10	Mandatory
PE1 Action: National/Regional Climate Program	1.5	Join a national or regional climate campaign or program	3	
PE1 Action: Partnerships with Other Entities	10.3	Cooperate with neighboring communities and partner agencies	3	Moved from PE10 to PE1
PE2: Inventory emissions, set goals, and plan for climate action.				
PE2 Action: Government Operations GHG Inventory	2.1	Develop a government operations GHG emissions inventory	16	Priority, CSC Grants
PE2 Action: Community GHG Inventory	2.2	Develop a community GHG emissions inventory	16	Priority, CSC Grants
PE2 Action: Government Operations Climate Action Plan	2.5	Develop a government operations climate action plan	12 - 16	Priority, CSC Grants
PE2 Action: Community Climate Action Plan	2.6	Develop a community climate action plan	16	Priority, CSC Grants
PE3: Decrease energy use.				
PE3 Action: Government Building Energy Audits	3.1	Conduct energy audits of local government buildings	8 - 16	Priority
PE3 Action: Interior Lighting Upgrades	3.2	Upgrade interior lighting	1 - 5	
PE3 Action: HVAC Upgrades	3.3	Upgrade HVAC equipment	1 - 5	
PE3 Action: Water-efficient Fixtures	3.4	Install water-efficient fixtures	1 - 4	
PE3 Action: Building Energy Management System	3.5	Install a building energy management system (EMS)	1 - 5	
PE3 Action: Energy Benchmarking for Government Buildings	3.32	Adopt an energy benchmarking requirement for government-owned buildings	2 - 5	CEC
PE3 Action: Clean Energy Upgrades	NA	NA (This is a new action under version 3.)	10	CEC (new)
PE3 Action: Green Building Standard for Government Buildings	3.7	Adopt a green building standard for local government buildings and facilities	2 - 4	
PE3 Action: Green Building Certification	3.8	Build a new green building	15	
PE3 Action: Fleet Inventory	NA	NA (This is a new action under version 3.)	4	CSC Grants
PE3 Action: Fleet Efficiency Policy	3.10	Adopt a vehicle fleet efficiency policy	2 - 3	CSC Grants
PE3 Action: Fleet Rightsizing	3.11	Right-size the local government fleet	1 - 3	
PE3 Action: Advanced Vehicles	3.12	Replace traditional vehicles with advanced vehicles	2 - 10	CEC
PE3 Action: LED Street Lights	3.15	Convert streetlights to LED	5 - 10	CEC
PE3 Action: LED Traffic Signals	3.16	Convert traffic signals to LED	1 - 4	
PE3 Action: Outdoor Lighting Reduction	3.17	Reduce number of outdoor lighting fixtures	1 - 4	
PE3 Action: Outdoor Lighting Upgrades	3.18	Upgrade outdoor lighting (other than streetlights and traffic signals) to more efficient and/or solar technology	1 - 4	
PE3 Action: Environmentally Preferable Purchasing Policy	3.24	Adopt an environmentally preferable purchasing policy	1 - 4	
PE3 Action: Financing Mechanism for Government Energy Projects	3.25	Establish a financing mechanism for energy efficiency and renewable energy projects in government owned buildings	5	
PE3 Action: Waste & Energy Provisions in Government Contracts	3.26	Incorporate energy efficiency and waste handling provisions in standard specifications and government contracts	1 - 3	
PE3 Action: Incentives for Employee Carpooling & Transit	3.28	Subsidize and incentivize employee alternative commuting	1 - 3	
PE3 Action: Energy Code Enforcement Training	NA	NA (This is a new action under version 3.)	5	CEC
PE4: Shift to clean, renewable energy.				

Climate Smart Communities (CSC) Certification Action Checklist - Version 3.6 (Jan. 3, 2020)

Action Name (version 3)	Legacy Action #	Legacy Name (version 2)	Points	Type/Status
PE4 Action: Green Power Procurement Policy	4.1	Adopt a green power purchase policy to ensure increasing local government energy supplies come from renewables	2 - 4	
PE4 Action: Renewable Energy Feasibility Studies	4.3	Conduct feasibility studies for renewable energy installations	3 - 5	
PE4 Action: Renewable Energy Credits	4.4	Purchase renewable energy credits (RECs)	2 - 7	
PE4 Action: Geothermal Installation	4.5	Install a geothermal heat pump or other geothermal technology at a new or existing public facility	9 - 20	
PE4 Action: Solar Energy Installation	4.6	Install solar hot water and/or solar photovoltaic technology on public property	9 - 20	Tiers revised
PE4 Action: Power Purchase Agreement for Renewables	4.7	Serve as a host site for a renewable energy installation and enter into a long-term service contract or power purchase agreement (PPA)	9 - 20	
PE4 Action: Wind Energy Installation	4.8	Install a wind system on public property	9 - 20	Tiers revised
PE4 Action: Wood Pellet Installation	4.9	Install a wood pellet heating system on public property	6 - 17	
PE5: Use climate-smart materials management.				
PE5 Action: Government Solid Waste Audit	3.23	Conduct a local government waste audit and track diversion rate over time	2	
PE5 Action: Recycling Bins in Government Buildings	3.20	Provide recycling bins next to all trash receptacles in local government buildings	3	
PE5 Action: Organic Waste Program for Government Buildings	3.21	Provide organic waste collection and composting in local government buildings	1 - 3	
PE5 Action: WasteWise Program	5.3	Participate in the EPA WasteWise program	1 - 2	
PE5 Action: Construction & Demolition Waste Policy	5.5	Adopt a construction and demolition waste reduction program or policy	2 - 6	CSC Grants
PE5 Action: Resource Recovery Center	5.6	Set up and manage a resource recovery center to encourage reuse of gently used or new materials that have been discarded	6	
PE5 Action: Recycling Program for Public Places & Events	5.9	Provide recycling bins in public places and events	1 - 3	
PE5 Action: Waste Reduction Education Campaign	5.13	Create an educational campaign to encourage recycling, composting and waste reduction	2	
PE5 Action: Compost Bins for Residents	5.10	Provide compost bins to residents (for sale or free)	2	
PE5 Action: Residential Organic Waste Program	5.11	Create an organics or yard waste collection program	2 - 22	
PE6: Implement climate-smart land use.				
PE6 Action: Comprehensive Plan with Sustainability Elements	6.1	Develop and adopt a comprehensive plan with sustainability elements	3 - 21	Priority, CSC Grants
NA	6.2	Incorporate smart growth principles into land-use policies and regulations	1 - 8	v2 available until July 3, 2020
PE6 Action: Unified Solar Permit	6.3	Adopt a renewable energy ordinance	5	CEC
NA	6.4	Establish green building codes	1 - 6	v2 available until July 3, 2020
PE6 Action: Resource-efficient Site Design	6.5	Create resource-efficient site design guidelines (non-reviewable)		Under Review
PE6 Action: Incentives for Renewable Energy & Efficiency Projects	6.6	Incentivize renewable energy and energy efficiency projects		Under Review
NA (version 2 edition available until Jan. 10, 2020)	6.7	Adopt land-use policies that support or incentivize farmers' markets, community gardens and urban and rural agriculture	1 - 4	v2 available until July 3, 2020
PE6 Action: GreenLITES	3.27	Utilize a green or sustainability rating system for infrastructure improvement projects	6 - 15	
NA	6.8	Adopt green parking lot standards	1 - 4	v2 available until July 3, 2020
PE6 Action: Complete Streets Policy	6.9	Adopt a complete streets policy	4	Priority, CSC Grants
PE6 Action: Planning & Infrastructure for Bicycling & Walking	6.10	Implement strategies that support bicycling and walking	2 - 15	CSC Grants (plan only)

Climate Smart Communities (CSC) Certification Action Checklist - Version 3.6 (Jan. 3, 2020)

Action Name (version 3)	Legacy Action #	Legacy Name (version 2)	Points	Type/Status
PE6 Action: Alternative-fuel Infrastructure	6.11	Install electric-vehicle infrastructure	4 - 18	Priority, CEC
NA	6.12	Implement strategies that increase public transit ridership and alternative transport modes	1 - 10	v2 available until July 3, 2020
NA	6.13	Implement a Safe Routes to School program	3	v2 available until July 3, 2020
PE6 Action: Traffic Calming	6.14	Implement traffic calming measures		Under Review
NA	6.15	Adopt and enforce an anti-idling ordinance	1 - 3	v2 available until July 3, 2020
PE6 Action: Natural Resources Inventory	6.17	Develop a natural resource inventory	8 - 10	Priority, CSC Grants
NA	6.18	Develop a local forestry or tree planting project or program	1 - 10	v2 available until July 3, 2020
NA	6.19	Preserve natural areas through zoning or other regulations	2 - 6	v2 available until July 3, 2020
PE7: Enhance community resilience to climate change.				
PE7 Action: Climate Vulnerability Assessment	7.1	Conduct a vulnerability assessment	4 - 16	Priority, CSC Grants
PE7 Action: Climate Resilience Vision	7.2	Develop a climate resilience vision and associated goals	3	
PE7 Action: Climate Smart Resiliency Planning	7.3	Review existing community plans and projects to identify climate adaptation strategies and policies or projects that may decrease vulnerability	6	Priority, CSC Grants
PE7 Action: Climate Adaptation Strategies	7.4	Develop climate adaptation strategies	2 - 8	Priority, CSC Grants
PE7 Action: Climate Resiliency in Local Plans & Projects	7.5	Incorporate climate resiliency vision, goals, and strategies into local plans and projects		Under Review
PE7 Action: Hazard Mitigation Plan Updates	7.6	Update the multi-hazard mitigation plan to address changing conditions and identify specific strategies to reduce vulnerability to natural hazards		Under Review
PE7 Action: Heat Emergency Plan	7.7	Develop and implement a heat emergency plan	6	CSC Grants
PE7 Action: Shade Structures in Public Spaces	7.8	Require shade structures and features in public spaces	4	
PE7 Action: Cooling Centers	7.9	Open new or expand existing cooling centers		Under Review
PE7 Action: Watershed Assessment	7.10	Create or update a watershed assessment to identify flooding and water quality priorities	2 - 6	
PE7 Action: Floodplain Restoration	7.12	Conserve, revegetate and reconnect floodplains and buffers in riparian areas	1 - 10	
PE7 Action: Conservation of Natural Habitats	7.13	Conserve natural areas for species migration and ecosystem resilience	4 - 16	
PE7 Action: Strategic Relocation Out of Flood-prone Areas	7.14	Facilitate a strategic relocation of uses that are not water dependent from flood prone areas		Under Review
PE7 Action: National Flood Insurance Program Community Rating System	7.15	Promote community flood prevention strategies through the National Flood Insurance Program Community Rating System	3 - 9	
PE7 Action: Green Infrastructure for Stormwater Management	7.16	Use green infrastructure to manage stormwater in developed areas		Under Review
NA	7.17	Conserve wetlands and forests to manage stormwater, recharge groundwater and mitigate flooding	1 - 8	v2 available until July 3, 2020
PE7 Action: Nature-based Shoreline Protection	7.18	Use natural, nature-based or ecologically enhanced shoreline protection		Under Review
PE7 Action: Local Freeboard Requirement	7.19	Extend areas in which the two-foot freeboard requirement applies		Under Review
PE7 Action: Consideration of Sea-level Rise in Coastal Development	7.20	Require consideration of sea-level rise in planning coastal development		Under Review
PE7 Action: Removing Dams & Rightsizing Bridges & Culverts	7.21	Right-size bridges and culverts, and remove unnecessary and hazardous dams		Under Review

Climate Smart Communities (CSC) Certification Action Checklist - Version 3.6 (Jan. 3, 2020)

Action Name (version 3)	Legacy Action #	Legacy Name (version 2)	Points	Type/Status
PE7 Action: Early Warning Systems and Evacuation Plans	7.22	Develop or enhance early warning systems and community evacuation plans		Under Review
NA	7.23	Implement a water conservation and reuse program	1 - 5	v2 available until July 3, 2020
PE7 Action: Xeriscaping in the Community	7.24	Encourage xeriscaping		Under Review
PE7 Action: Source Water Protection Program	7.25	Implement a source water protection program		Under Review
PE8: Support a green innovation economy.				
PE8 Action: Green Jobs Training	8.1	Create a green jobs training program	3	
PE8 Action: Green Vendor Fairs	8.2	Hold green vendor fairs	2	
PE8 Action: Green Economic Development Plans	8.3	Include green industries in economic development plans	4	
PE8 Action: Farmers' Markets	8.6	Create and promote local farmers' markets	3	
PE8 Action: Buy Local/Buy Green Campaign	8.7	Create a "buy local/buy green" campaign	2	
PE8 Action: Brownfield Clean-up & Redevelopment	8.8	Redevelop a brownfield site	1 - 18	
PE8 Action: Incentives for Green Businesses	8.9	Establish incentives for green industry or businesses to locate in community	4	
PE8 Action: Energy Benchmarking for Privately Owned Buildings	8.11	Adopt energy benchmarking requirements for privately owned buildings	4 - 10	CEC
PE 8 Action: Financing Program for Building Energy Efficiency	8.12	Establish a residential energy efficiency financing program	2 - 7	CEC
PE8 Action: Community Choice Aggregation	NA	NA (This is a new action under version 3.)	15 - 21	CEC
PE8 Action: Solarize, Clean Heating & Cooling, or Solar for All Campaign	NA	NA (This is a new action under version 3.)	5	CEC
PE9: Inform and inspire the public.				
PE9 Action: Climate Change Education & Engagement	9.1	Create a climate change education, outreach, and engagement program, focusing on mitigation and adaptation	4 - 8	Priority
PE9 Action: Energy Reduction Campaign	9.2	Create and support an energy reduction campaign or challenge	5	
PE9 Action: Climate-related Public Events	9.3	Host climate-related educational seminars, workshops, conferences, or fairs	3	
PE9 Action: Local Climate Action Website	9.4	Maintain a website on local climate protection efforts	3	
PE9 Action: Social Media	9.5	Use social media to inform the community about the progress of local government's efforts	3	
PE10: Engage in an evolving process of climate action.				
PE10 Action: GHG Tracking System	3.31	Implement an energy or GHG management system	5	
PE10 Action: Annual Progress Report	10.1	Report on progress annually	4	
PE10 Action: Updates to Strategies & Plans	10.2	Update strategies and plan(s)	4	
Innovation				
Innovation: New Innovative Actions	11.1	Implement a new innovative action	3 - 18	
Innovation: Innovative Approaches to Existing CSC Actions	11.2	Implement an action using an innovative approach	5 - 10	
Performance				
Performance: Reduce GHGs from Government Facilities	12.1	Reduce GHG emissions from government owned facilities	15 - 45	Revised; CEC portion became separate action
Performance: Reduce GHGs from Government Vehicles	12.2	Reduce GHG emissions from government owned vehicles	15 - 45	
Performance: Reduce Solid Waste from Government Operations	12.4	Reduce waste volume from local government operations	3 - 10	

6 Hillside Ave
Warwick, NY 10990
January 25, 2020

Hon. Michael Newhard
Village of Warwick Mayor

Members, Village of Warwick Board

Dear Mayor Newhard and Village Board Members

I am writing to you to request permission to place a memorial sundial in the Warwick Village Hallowed Grounds in memory of my late wife, Jean A. Nicholas. The sundial measures 28'x18' at the base and is 3 feet tall.

Over two years ago the sundial was erected at the Town park off Union Corners Road. Since that time it has been vandalized several times, the last and most destructive occurred late last summer. It has since been disassembled and placed in storage.

Todd Purta of T. S. Purta Monuments has agreed to relocate the sundial and I will bear all associated costs should you grant my request.

Please feel free to contact me at the above address or through my cell phone (914-443-6966) should you require additional information.

Thank you for your consideration in the matter.

Very truly yours




Richard E. Nicholas

RECEIVED

JAN 30 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE



IN LOVING MEMORY OF
JEAN A.
NICHOLAS

Dickover, Donnelly & Donovan, LLP
Attorneys and Counselors at Law

David A. Donovan
Robert J. Dickover

MICHAEL H. DONNELLY, *Retired*

Successor Law Firm To
Alexander Appelbaum, P.C., Florida, N.Y. (1915-1988)
Ludmerer & Vurno, Esqs., Warwick, N.Y.

28 Bruen Place
P.O. Box 610
Goshen, NY 10924
Phone (845) 294-9447
mail@dddlplaw.com
Fax (845) 294-6553
(Not for Service of Process)

January 30, 2020

Village of Warwick
Village Board
77 Main Street
P. O. Box 369
Warwick, New York 10990

RE: VILLAGE PARKING

Dear Mayor and Board Members:

I enclose, for your reference in regard to this communication, a copy of a Decision rendered by the Village Zoning Board of Appeals made January 21, 2020 in connection with the Application of 18 Railroad Avenue Realty, LLC wherein the Applicant sought a "variance from the provisions (145-70 A.1) that parking spaces be "permanent".

We write to advise that based upon this Decision it is the opinion of the Planning Board that the parking requirements as contained in the Village Zoning Ordinance have been eviscerated.

If the number of parking spaces can be determined within the authority and discretion of the Planning Board to be any number from zero up to the stated maximum number, then, any number imposed by the Planning Board would or could be deemed "arbitrary" and indefensible upon a subsequent challenge.

Further, the current ordinance states that the parking spaces which are required by the Planning Board must be "permanent." This is the issue which was to be presented to the Zoning Board on this appeal. It appears that the Zoning Board considered the fact that because the Planning Board could determine the number of spaces to be any number from zero up to the maximum

number, that the requirement that the spaces be "permanent" was no longer required. If the spaces are not required to be "permanent" then any parking space requirement imposed by the Planning Board can be "here today and gone tomorrow." In fact, that is what has been presented in the application of 18 Railroad Avenue Realty, LLC wherein the applicant has offered, in satisfaction of the parking requirement, spaces available to the applicant pursuant to a license from Mr. Krahulik which is revocable at will.

The Planning Board urges the Village Board to consider an immediate amendment to the Zoning Ordinance to address the parking requirements within the Village. Failing to do so, the Planning Board is of the opinion that any parking requirement it may impose on this or any other application will be indefensible. Further, the Board is of the opinion that the existing parking crisis which exists in the Village will be exacerbated beyond remediation.

Very truly yours,



JAMES PATTERSON
PLANNING BOARD CHAIRMAN

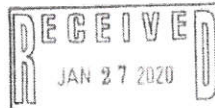
Cc: Robert Fink, Esq.

Robert Krahulik, Esq.

John Graney, Zoning Board Chairperson

RJD/sj

Enc.



DETERMINATION OF THE ZONING BOARD OF APPEALS
OF THE VILLAGE OF WARWICK, NEW YORK

WHEREAS, 18 RAILROAD AVENUE REALTY, LLC has applied to this Board for
of Sections 145-70A.1 of the Village of Warwick Zoning Law, and

WHEREAS, a public hearing on this application was held at 77 Main Street, Warwick, New
York on 1/21/20, and

WHEREAS, at said hearing(s) all interested persons were given an opportunity to be heard,
the Board finds as follows:

FINDINGS OF FACT

1. Applicant is the owner of premises located at 18 Railroad Avenue, Warwick, New
York, designated on the Village tax map as Section 211 Block 7 Lot 5.

2. The applicant sought approval from the Village Planning Board for 7 residential 1
bedroom apartments on the 3rd floor of the building located at 18 Railroad Avenue above a restaurant
known as Grappa Ristorante. The Warwick Planning Board interpreted the Code (Section 145-
70A.1, 1.b & 1.c) to require the applicant provide 11 parking spaces owned in fee and referred the
applicant to the Zoning Board of Appeals to request a variance from the provision (145-70A.1) that
parking spaces be permanent.

Sub-Sections 1, (2 & 3) are subject to the stated Purpose that "... the parking standards
provided herein are recommended maximums"¹ (145-70A).

The Zoning Board of Appeals considered granting a variance for the requirement that off-
street parking be "permanent" and determined, after going through the criteria in order to grant such
a variance, that a variance would be justified. However, the consensus was that a variance is not
required for any of the provisions of Sub-Section(s) 1, (2 or 3). Rather, they are only "recommended
maximums" subject to the authority and discretion of the Planning Board to apply in accordance with
the stated Purpose of Section 145-70A.

In contrast, it is noted that the Bulk Area Requirements of the Code are not "recommended",
but mandatory, requiring a variance from the Zoning Board of Appeals (See Section 145-23.B and
C).

3. An interpretation is a Type II action and has been determined not to have a significant
impact on the environment or is otherwise precluded from environmental review under
Environmental Conservation Law, article 8 (6 NYCRR 617.5(a)).

¹ While 145-70A states "... the parking standards provided herein are recommended
maximums", a reading of the Section shows it applies to both off-street parking and loading
spaces.

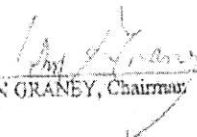
RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, that it is the determination of the Zoning Board of Appeals that the applicant would be entitled to the variance that parking spaces need not be permanent. However, a variance of the provisions of Section 145-70A.1 (2 or 3) are not reviewable in the first instance by the Zoning Board of Appeals because they are "recommended maximums" as provided in Section 145-70A, not obligatory, and variations from the provisions of Sub-Sections 1, (2 & 3) (including dispensing with the requirement that parking spaces be permanent) are within the authority and discretion of the Planning Board to apply in accordance with the stated Purpose of Section 145-70A. Accordingly, this matter is returned to the Planning Board for further action in accordance with this decision.

The foregoing resolution was submitted by John Graney and seconded by Wes Hurley

	For Resolution	Against Resolution	Abstaining	Absent
John Graney	X			
John Prego	X			
Wes Hurley	X			
T. Scott Brown	X			
Margaret Politoski				

Dated: Warwick, New York
January 21, 2020


JOHN GRANEY, Chairman

RECEIVED

FEB 11 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

James R. Loeb
Richard J. Drake, *retired*
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Ralph L. Puglielle, Jr.
Nicholas A. Pascale

Alana R. Bartley
Aaron C. Fitch
Judith A. Waye
Michael Martens

Jennifer L. Schneider
Managing Attorney

*L.L.M. in Taxation

February 6, 2020

ATTN: MICHAEL NEWHARD, MAYOR
Village Board Village of Warwick
77 Main Street
P.O. Box 369
Warwick, New York 10990

Re: ZBA Decision/Planning Board Letter on Code §145-70
Our File No.: 14562-69600

Dear Mayor Newhard and Trustees:

I am writing to comment on the January 30, 2020 letter from the Planning Board regarding the ZBA's decision of January 21, 2020 on the application of 18 Railroad Avenue Realty, LLC for a variance from the requirement of Village Zoning Code §145-70(A)(1) that permanent off-street parking spaces be provided for the proposed construction of 7 one-bedroom dwelling units over an existing commercial use (i.e., the "Grappa Ristorante") on Railroad Avenue.

Background Information

It appears that the owner of the subject property submitted a site plan application for the project to the Village Planning Board on which 11 off-street parking spaces were required for the project under the schedule of standards for off-street parking set forth in Zoning Code Article 7 ("Parking and Loading – Code §145-70 *et seq.*). The applicant proposed to provide some or all of the off-street parking spaces on land owned by a third party (Bob Krahulik) under a revocable license. The Planning Board felt that the revocable license arrangement failed to meet the Zoning Code's requirement that the off-street parking be provided by "permanent" parking spaces (i.e., the Planning Board required parking on land owned in fee by the applicant).

The applicant appealed to the ZBA for a variance to allow provision of off-street parking under the proposed revocable license agreement. The ZBA rendered a decision finding that it *would* grant the requested variance but that it would be premature to do so at this time because under the Zoning Code the Planning Board is vested with authority to vary the off-street parking requirements set forth in the Zoning Code. The ZBA's decision directs the applicant to return to the Planning Board and ask the Planning Board to use its discretion to vary the "permanent" parking requirement. Although the ZBA decision does not specifically state so, it implies that if the Planning Board refuses to waive the requirement of "permanent" parking spaces the applicant can then return to the ZBA to obtain the variance at issue.

The Planning Board has taken exception to the ZBA's interpretation of the Village Code. Particularly, the letter from the Planning Board states:

"If the number of parking spaces can be determined with the authority and discretion of the Planning Board to be any number from zero up to the stated maximum number, then any number imposed by the Planning Board would or could be deemed 'arbitrary' and indefensible upon a subsequent challenge.

Further, the current ordinance states that the parking spaces which are required by the Planning Board must be 'permanent'. This is the issue which was to be presented to the Zoning Board on this appeal. It appears that the Zoning Board considered the fact that because the Planning Board could determine the number of spaces to be any number from zero up to the maximum number, that the requirement that the spaces be 'permanent' was no longer required."

I have also reviewed Michael's letter to the Planning Board of January 7th in which he suggests that the word "permanent" as used in Code §145-70 doesn't require fee ownership but, rather, merely designation of the parking spot for use by the project and, if the right to use the spot is somehow subsequently lost (as in this case if Krahulik exercises his right to terminate the license) then it's incumbent upon the property owner to apply for amended site plan approval in which they either replace the lost parking spaces with new ones or obtain a waiver from the Planning Board or a variance from the ZBA excusing the loss of the spaces.

Analysis of Off-Street Parking Issue

Village Code §145-70 appears at the very beginning of Article VII, and it starts out with a statement of purpose in which it specifically states that the Village wants to minimize off-street parking because large open parking areas (1) damage the scenic and historic character of the Village, (2) encourage vehicle travel while discouraging travel by foot, bicycle and public transit and (3) by encouraging vehicle travel indirectly result in increased energy consumption, traffic congestion, and air pollution all of which reduce the quality of life in the Village. The Code specifically states that: **"the parking standards provided herein are recommended maximums."**

Code §145-70(1) then goes on to state that "Permanent off-street parking and loading spaces **shall** be provided in all districts in accordance with the standards set forth below as follows: (and it then goes on to list different uses requiring off-street parking, such as any new buildings). Legally speaking, the word "shall" is important as it denotes a mandatory requirement. So, notwithstanding the statement in the introductory paragraph of Code §145-70 that the "parking standards...are recommended maximums", subsection "1" says that if parking spaces are required for a project they must be "permanent" spaces.

Code §145-70(3), entitled "Schedule of requirements" confers discretion on the Planning Board to determine the number of off-street parking spaces to be required for any particular development. It contains a schedule setting forth a maximum number of spaces that could be required by the Planning Board and states:

"The accessory off-street parking and loading spaces specified by the recommended generation rates below are to be used as guidelines by the Planning Board in the development of sufficient but not excessive parking for proposed uses....The final number and layout of parking spaces shall be determined by the Planning Board based on the need to protect public safety and convenience while minimizing harm to the character of the community and to scenic, historic, and environmental resources. In determining the parking requirements for any proposed use, the Planning Board shall consider the Schedule of Parking Space Standards, together with the following criteria" [the Code then goes on to list several criteria for determining how many parking spots to require, including the size of the structure, the size of the site and the number of persons who would be parking at the use as employees, customers, or other users, the times of peak use, etc.].

The Code also requires that the Planning Board reach its decision on the number of parking spaces to require for any particular project based on a written report from a qualified parking consultant.

Based on the language used in Village Code §145-70, it seems clear to me that the ZBA was correct insofar as it found that the number of off-street parking spaces required under the schedule set forth in the Code is just a maximum limit and that the Planning Board is to set the actual number of off-street parking spaces at a number for "zero" to the maximum limit listed in the Code on a case-by-case basis. Further, I disagree with the Planning Board's suggestion that vesting it with discretion to determine the number of off-street parking spaces would render the Planning Board's decisions on off-street parking "arbitrary and indefensible upon a subsequent challenge." If the Planning Board follows the criteria for off-street parking set forth in the Village Code its decisions will be rational and fully defensible in any subsequent legal challenge.


However, I agree with the Planning Board that the ZBA was mistaken in finding that the Planning Board is vested with discretion to approve parking spaces that are not "permanent". As was noted above, the Code states that permanent parking spaces "shall" be provided for the uses listed, and it is only subsequent language that gives the Planning Board discretion in determining the number and configuration of parking spaces, not whether or not they are permanent. However, due to the ZBA's decision, Village Code §145-70 now must be interpreted as vesting the Planning Board with discretion to determine both the number of parking spaces and whether or not they need to be "permanent".

Attn: Michael Newhard, Mayor
February 6, 2020
Page 4

The definition in Michael's letter to the Planning Board suggests a resolution of this issue. That is, if "permanent" just means a parking space that lasts as long as the use does, and not land owned in fee dedicated to the parking spot, then there will be no need for the Planning Board to decide whether or not to waive the requirement. If the Village Board is willing to accept Michael's proposed definition of "permanent", the proper step to take is to enact a local law adding it to the definitions section of Village Code §145-70.

If the Village Board is interested in considering the said local law adding a new definition for "permanent", please let me know and I will prepare the draft and the necessary resolutions.

Very truly yours,



STEPHEN J. GABA

SJG/ev/828223

VILLAGE OF WARWICK

FUND BALANCE POLICY

Draft January 10, 2020

I. Policy Statement

The Village of Warwick believes that sound financial management principles require that sufficient funds be retained by the Village to provide a stable financial base at all times. To retain this stable financial base, the Village needs to maintain a Fund Balance sufficient to fund all cash flow requirements of the Village, to secure and maintain investment grade bond ratings, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls, and to provide funds for unforeseen expenditures related to emergencies.

II. Fund Balance Classifications

Under GASB 54, fund balance is classified as either 1) non-spendable, 2) restricted, or 3) unrestricted. Unrestricted fund balance is further classified as 1) committed, 2) assigned, or 3) unassigned:

- a. **Nonspendable Fund Balance** consists of assets that are inherently non-spendable, they will never convert to cash, due to their form (i.e. inventories and prepaid items); will not convert to cash within the current period (i.e. long term receivables and financial assets held for resale); or are funds that legally or contractually must be maintained intact (i.e. principal amount of legal endowments). This type of fund balance normally does not apply to the Village.
- b. **Restricted Fund Balance** consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation. This type of fund balance is similar to the Reserve Funds.
- c. **Committed Fund Balance** consists of the portion of fund balance whose use is constrained by limitations imposed by the Village's highest level of decision making authority (Village Board). Formal action must be taken prior to the end of the fiscal year; however, the amount can be determined in the subsequent period. The same formal action must be taken to remove or change the limitations placed on the funds. The Village Board is the decision making authority that can commit fund balance. This is generally not used in New York State.
- d. **Assigned Fund Balance** consists of amounts that are constrained by the Village's intended use of certain resources for specific purposes. Intent is established by the Village's highest level of decision making authority or a body or official that has been given the authority to assign funds. This is similar to the Appropriated Fund Balance.

VILLAGE OF WARWICK

FUND BALANCE POLICY

Draft January 10, 2020

II. **Fund Balance Classifications (Continued)**

- e. **Unassigned Fund Balance** is the residual classification for the Fund and consists of the excess portion of fund balance that has not been classified in the previous four categories and could report a surplus or a deficit. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls. This is similar to the Unappropriated Fund Balance.

III. **Managing Reserve Funds**

The Village has established a policy to create, fund, and restrict the use of funds in separate reserve funds within the General, Water, and Sewer Funds.

IV. **Managing Excess Appropriated Fund Balances**

- a. Unable or unwilling to increase real property taxes or user fees.
- b. Unable or unwilling to reduce the cost of services to be provided in the budget.
- c. Estimated Revenues will be insufficient to meet anticipated expenditures in a particular year.
- d. Complying with the real estate tax cap in one particular year.

V. **Managing Excess Unappropriated Fund Balance**

- a. Expenditures that do not normally occur annually such as capital outlays, court ordered judgements, and other legal or assessment matters.
- b. Reduction in debt such as decrease in future interest payments, shorten the life of any loans or to improve credit ratings.
- c. Finance Reserve Funds such as General, Water and Sewer reserves.
- d. Provide for economic downturns or revenue shortfalls, while ensuring adequate cash flow to meet obligations.

VILLAGE OF WARWICK

FUND BALANCE POLICY

Draft January 10, 2020

VI. Minimum Unappropriated Fund Balance

The Fund Balance policy establishes a minimum unappropriated fund balance in each Fund equal to 35% of the Fund expected expenditures. In the event that the balance drops below the established minimum level, the Village Board will develop a plan to replenish the fund balance to the established minimum level during the next budget preparation.

VII. Responsibility

It is the responsibility of the Treasurer and Mayor to properly report fund balance classifications to the Village Board.

The Village Board is the highest level of decision making authority that can commit fund balance. If the actual amount of the commitment is not known by year end, the resolution must state the process or formula necessary to calculate the actual amount as soon as information is available.

RECEIVED

JAN 23 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Leyland Alliance Communities LLC
62 Main Street, 2nd Floor
Warwick, NY 10990

Hon. Village Board, Village of Warwick
Hon. Planning Board Village of Warwick
77 Main Street
Warwick, New York 10990

Date:

Re: Senior Citizen Housing Developments

Dear Village Board and Planning Board:

We are writing to bring your attention to a zoning constraint relating to the provision of housing for senior citizens who currently reside and wish to remain in the Village of Warwick. While the current Zoning Code has existing mechanisms for the provision of senior citizen housing such as Planned Adult Community and Senior Citizen Housing Developments, these statutes do not address or serve the entire gamut of senior citizen population residing in Warwick. Planned Adult Communities are conceived as age restricted developments on large parcels and, with the advent of Warwick Grove, there is little contiguous developable land within the Village to do another Planned Adult Community. Senior Citizen Housing Developments, by current Zoning Code definition (See attached), require subsidized housing managed under New York State affordable housing laws and agencies. As far as we can tell, there is no other mechanism in the Village Zoning Code that would permit smaller, market rate Senior Citizen Housing Development.

One of the main objectives of the Village's Residential Zoning Districts is "to provide "a mix of housing types to accommodate a variety of income levels throughout the Village." As it stands currently with respect to senior housing, there is only the ability to create higher value planned adult communities or affordable, subsidized senior housing. We have nothing that permits smaller, market-rate senior citizen housing development. Indeed all who have signed this letter wanting to bring this matter to your attention know there to be a strong demand for such housing.

We have identified a simple fix for this issue. By modifying a single word in the zoning definition of "Senior Citizen Housing Development" from "shall" to "may" (see attached), either a subsidized or market rate enterprise would be permitted and the senior's currently left out of the statutory scheme can be accommodated. Moreover, the same development requirements and standards set forth in Zoning Code section 145-124 can continue to apply whether the senior citizen housing development is subsidized or market rate.

As already noted, we the undersigned have already identified a strong demand of senior citizens who wish to remain in Warwick and we believe the simple solution identified above will make that possible. We are therefore respectfully requesting your two boards to move forward with this effort as soon as possible. We the undersigned are also prepared to meet with the Boards to discuss the matter further and answer any questions you may have.

Respectfully submitted,

Jeffrey D. Alario
JEFFREY D. ALARIO
11 FIRST ST STE 7 WARWICK NY 10990

Carol E. Rogers
CAROLE E. ROGERS
25 RAILROAD AVE WARWICK NY 10990

William Fusato
William Fusato
162 SOUTH ST. EXT

Michael J. Johnson
Michael Johnson
19 Cropsey St., Warwick

Michael J. Smith
MICHAEL J. SMITH
19 Cowdry St WARWICK

Neil Sinclair
16 Cowdry St
Warwick NY 10990

Bill Wadson
Bill Wadson
17 Cropsey St Apt 1 B
Warwick NY 10990

Lisa M. Atkins
Lisa M Atkins
257 Homestead Village Dr
Warwick, N.Y 10990

Louis C. Marquet
LOUIS C. MARQUET
6 HUDSON ST, WARWICK, NY 10990

Stanley D. Martin
STANLEY D. MARTIN
2 Liberty St. #17 WARWICK NY 10990

Daniel Mack
DANIEL MACK
14 Welling Ave Warwch. 10990

Tracy M. Brooks
16 JEFFERSON, WARWICK, NY 10990
TRACY M. BROOKS

David Eaton
5 Cowdry St. WARWICK 10990
DAVID EATON

Neil Sinclair
NEIL SINCLAIR
40 OAKLAND AVE WARWICK

Robert J. Wadson
14 Long Horse Rd.
Warwick, N.Y. 10990

Susan Schauder
4 White Oak St
WARWICK, NY 10990

- C. Any other islands, barriers, emplacements, walls, fences, trees, plantings, shrubbery or other artificial or natural dividing strip or marker of any kind, wherever located on the site, conditioned or required in any building permit, certificate of occupancy, Site Plan, subdivision approval, special permit, variance, zone change or other requirement of any board agency, commission or official of the Village of Warwick pursuant to this chapter.

SEDIMENT CONTROL - measures that prevent eroded sediment from leaving the site.

- * **SENIOR CITIZEN HOUSING DEVELOPMENT** - A residential development consisting of a multi-family residence or multi-family residences which have dwelling units designed for and occupied by senior citizens, which shall be constructed with the assistance of mortgage financing or other financial assistance insured by or procured through or with the assistance of a state or federal government agency, and is constructed and maintained on a nonprofit or limited profit basis by an organization or its wholly-owned subsidiary incorporated pursuant to the provisions of the Private Housing Finance Law of the State of New York.

SENSITIVE AREAS - cold water fisheries, swimming beaches, groundwater recharge areas, water supply reservoirs, habitats for threatened, endangered or special concern species.

SERVICE ESTABLISHMENT (OTHER THAN PERSONAL) - A business or non-profit organization that provides services to the public, either on or off the premises, including but not limited to building, electrical, plumbing, landscaping, contracting, arts instruction or studio, business and educational services, cleaning, locksmith, photocopying, repair and restoration and word processing.

SETBACK - The minimum distance between a principal building, structure or use and a property line of the lot or, where a buffer is required, between the principal building, structure or use and any part of the buffer. (See Sketches B thru I found at the end of this chapter which illustrate setbacks for each Use Group).

SETBACK, FRONT - The distance from the building or use to the front lot line.

SETBACK, REAR - The distance from the building or use to the rear lot line.

SETBACK, SIDE - The distance from the building or use to any lot line other than to the front or rear lot lines.

SHOPPING CENTER - A structure or structures and customary parking and loading areas providing for a variety of retail commercial establishment managed as a unit and having the following characteristics:

- A. A unified architectural treatment and identifiable theme relating each of the commercial establishments within.
- B. A common interrelated parking and site circulation system with consolidated access to public roads.
- C. Individual establishments oriented to pedestrian traffic by access signs and display, which are not generally visible or only incidentally visible to the parking areas.
- D. Common amenities provided to patrons apart from the commercial establishments, such as benches, site decoration and landscaping, rest rooms and the like.



February 03, 2020

Michael Newhard, Mayor
Village of Warwick
77 Main Street
Warwick, New York 10990

Re: Village of Warwick Proposal for Engineering Services
Technical review of the Village View Traffic Study

Dear Mr. Newhard:

It is Henningson, Durham & Richardson Architecture and Engineering, P.C. (HDR's) privilege to present this proposal to the Village of Warwick. We have prepared this proposal to review the Village View Subdivision Traffic Report, which includes a site inspection, review of the traffic report, and attendance at a planning board meeting. A complete description and cost estimate is included in Exhibit A of this proposal.

We feel that our rates are competitive in an economic environment that requires the Village of Warwick to be cost conscious. Thank you for requesting HDR to provide this proposal for professional services.

Please contact me or Laura A. Barca, PE at (201) 993 - 9473 if you have or questions or need any additional information.

Sincerely,

Henningson, Durham & Richardson
Architecture and Engineering, P.C.
in association with HDR Engineering, Inc

A handwritten signature in black ink, appearing to read 'Y. Charalambous'.

Yiannoulla Charalambous
Authorized Representative

RECEIVED

FEB 04 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this _____ day of _____, 2020, between the Village of Warwick ("OWNER"), with principal offices at 77 Main Street, Warwick, New York 10990, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT");

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services"); and

WHEREAS, ENGINEER desires to render these Services as described in Exhibit A, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time to comply with the Village of Warwick Planning Board schedule.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the

project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: Michael Newhard

TITLE: Mayor

ADDRESS: 77 Main Street
Warwick, New York 10990

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____

NAME: Yiannoulla Charalambous

TITLE: Authorized Representative

ADDRESS: 500 7th Avenuc
New York NY 10018

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Village of Warwick, New York

Village View Subdivision, Traffic Study Review

Scope

The purpose of this scope is for HDR to evaluate the Traffic Study that the Applicant's Engineer has prepared for the Village View Subdivision as it relates to the Village of Warwick.

Task 1: Site Inspection with Village of Warwick Engineer

HDR will conduct a site inspection with the Village of Warwick Engineer to become familiar with the overall project site and the recent history of this subdivision project.

Task 2: Review of Village View Traffic Study and Preparation of Review Letter

HDR will review the Traffic Study prepared for the Village View Subdivision project. A review letter will be prepared with specific comments related to the traffic review, as well as a professional opinion on whether or not the Traffic Study indicates that Locust Street should be widened and whether this scenario should be included in the applicant's analysis. An internal QC review will be conducted prior to the document being provided to the Village of Warwick.

Task 3: Attend Planning Board Meeting

HDR will attend one planning board meeting to present review letter and its traffic-related opinions.

Task 4: Review of Response to HDR Review Letter

HDR will review the response of the Applicant's traffic engineer and provide an updated review letter.

Assumptions:

1. Contract will be billed time and materials.
2. One site inspection, which will not to exceed 4 hours plus travel expenses.
3. Preparation of one review letter, including one re-review. Additional re-reviews are available at the per hour rate.
4. Attend one planning board meeting, not to exceed 2 hours plus travel expenses Attendance at any additional meetings is available at the per hour rate.

Exhibit A
Village of Warwick, New York
Village View Subdivision, Traffic Study Review

ESTIMATE OF COST

Role	Site Inspection	Review Report & Prepare Letter	Attend Meeting	Response Letter	Estimated Hours	Fee
Traffic Engineer	7	4	5	4	20	\$2,100
Sr. Traffic Engineer (QC)	0	2	5	2	9	\$2,000
Traffic Jr. Engineer	7	4	0	0	11	\$2,250
Project Manager	2	2	2	2	8	\$1,400
Management	0	1	0	1	2	\$150
Labor Subtotals					50	\$7,900
LABOR TOTAL						

	Expenses		\$300.00
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	TOTAL COST	\$8,100
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EXHIBIT B

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require

that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or

assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

Office of the Mayor
Board of Trustees
Village Clerk
Treasurer
Telephone: 845-986-2031
Fax: 845-986-6884

Public Works Supervisor
Telephone: 845-986-2081
Fax: 845-987-1215



OFFICE OF THE CORPORATION
MEETINGS HELD 1ST & 3RD MONDAY OF EACH MONTH

Village of Warwick

77 MAIN STREET
P.O. BOX 369
ORANGE COUNTY

Warwick, NY 10990

Village Justice
Telephone: 845-986-7044
Fax: 845-986-2870

Building, Planning, Zoning
and Historical District
Review Board
Telephone: 845-986-9888
Fax: 845-987-1215

RECEIVED

FEB 05 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

VACATION CARRY OVER

I Antonio A Rivera request to carry-over 5 vacation days.
(Name of employee) (Amount)

The reason time accrued or vacation was not used: Child Care
family Emergencies, Medical Appts

under article X sec.2(B) of the Village of Warwick Department of Public Works Collective Bargaining Agreement and the Employee Handbook.

Ant A River
(Signature of employee)

2-5-20
(Date)

M. Moser
(Signature of Department Head)

2/5/2020
(Date)

VILLAGE USE ONLY

☐ Approved by Village Board
☐ Denied by Village Board

(Time Accrued)

(Time Used)

(Anniversary Date)


Comments: _____

(Board Signature)

(Date)

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MIKE MOSER, DPW SUPERVISOR 

SUBJECT: DIG SAFE EXCAVATOR SAFETY SEMINAR

DATE: FEBRUARY 4, 2020

Request a motion to allow DPW Employees to attend Dig Safe Excavator Safety Seminar 2020. This is a free seminar offered March 3, 2020 at Rockland Community College Eugene Levy Fieldhouse, Suffern NY and March 4, 2020 at Hudson Valley Sportsdome, Milton NY. Fourteen employees will be split between the two days as to not cause loss of workday coverage. The Training is 7:00am until 2:15pm. No overtime costs will be incurred; Village Vehicle will be used.

March 3, 2020 – Mike Moser, Jason Makuch, Dylan Gerstner, Art Wendel, Robert Remo, Chris Kane, Mike Finelli

March 4, 2020 – Chris Bennett, Nar Key, Tony Rivera, Mike Faulls, Tim Palmer, Shane Rivera, John Allen.



Hudson Valley Regional (Ulster County)
Excavator Safety Seminar 2020

Location

Hudson Valley Sportsdome
240 Milton Turnpike, Milton, NY 12547

Agenda

This seminar qualifies as a certified excavator renewal event.

7:00 a.m.–7:45 a.m.	Registration
8:00 a.m.–8:15 a.m.	Introductions
8:15 a.m.–9:30 a.m.	Dig Safely New York, Inc. Presentation
9:30 a.m.–10:00 a.m.	Break
10:00 a.m.–10:45 a.m.	Keynote Address on Exactix (New Location Request Submission Platform Coming May 2020)
10:45 a.m.–11:15 a.m.	Break
11:15 a.m.–12:00 p.m.	Utility Panel
12:00 p.m.–1:00 p.m.	Lunch
1:00 p.m.–2:00 p.m.	Review Game
2:00 p.m.–2:15 p.m.	Closing



Hudson Valley Regional (County)
Excavator Safety Seminar 2020

Location

Rockland Community College
Eugene Levy Fieldhouse
145 College Road, Suffern, NY 10901

Agenda

This seminar qualifies as a certified excavator renewal event.

7:00 a.m.–7:45 a.m.	Registration
8:00 a.m.–8:15 a.m.	Introductions
8:15 a.m.–9:30 a.m.	Dig Safely New York, Inc. Presentation
9:30 a.m.–10:00 a.m.	Break
10:00 a.m.–10:45 a.m.	Keynote Address on Exactix (New Location Request Submission Platform Coming May 2020)
10:45 a.m.–11:15 a.m.	Break
11:15 a.m.–12:00 p.m.	Utility Panel
12:00 p.m.–1:00 p.m.	Lunch
1:00 p.m.–2:00 p.m.	Review Game
2:00 p.m.–2:15 p.m.	Closing



JCO, INC.

AN ENVIRONMENTAL SERVICES GROUP

P.O. BOX 616 110 SULLIVAN STREET
WURTSBORO, NY 12790
(845) 888-5755

1/30/2020

Dear Village of Warwick Mayor and Board of Trustees; the following is a letter of recommendation for the purchase of (1) new sludge pump assembly for the wastewater sludge press as was budgeted under line item G-8120-4950.

This pump supplies liquid sludge to the BDP belt filter press from the aerated digester, without it we cannot press sludge. The current pump is working fine but is approximately 10 years old and well overdue for a failure. The pump listed in the quotes below is a direct replacement pump, so with the turn of a few bolts we can have a new pump back online when the time comes. This also provides us with the NYSDEC required redundancy.

MXQ (direct from factory) model # E1H-1500-P2.
TOTAL COST \$12,491.00 including shipping

The other vendors quoting were:

BDP with a price of \$13,650.00 + shipping

MSD with a price of \$13,675.00 + shipping

If there are any further questions or concerns regarding this report, or any other related issue feel free to contact me at any time, either in my office (845) 986-6300 or on my cell phone (845) 866-0324.

Respectfully Yours

Keith J. Herbert
Project Manager JCO Inc.

**MXQ, LLC**

9203 Zaka Rd.
Houston Texas 77064
(281) 376-3500

QUOTATION

Estimate#	: EST-001388 R2	Sales person	: John Warner
Estimate Date	: 01-30-20	Payment Terms	: Net 30 Days
Expiry Date	: 04-30-20	FOB	: Ex Works
Reference#	: Village of Warwick WWTP replacement 1500		

Bill To	Ship To
Village of Warwick WWTP 77 Main St. Warwick 10990 NY U.S.A	104 River St. Warwick 10990 NY U.S.A

Line #	Item & Description	Qty	Price Each	Amount
1	E1H-1500-P2 E1H-1500-P2: Suction Housing: Cast Iron Rotor: Hard Chrome Plated Tool Steel Stator: Perbunan (NBR) Shafts: 420 Stainless Steel Sealing: PTFE Packing /Bronze Lantern Ring Cardan Joints: 420 Stainless Steel Drain in Bearing Casing Hand-Hole Cleanouts Suction: 5" 150# FF ANSI Discharge: 4" 150# FF ANSI	1	7,421.00	7,421.00
2	Gearmotor GEARMOTOR: SEW or Equal With the following description: Model: R57 HP:10 Output Torque:1575 lb-in. Reduction Ratio: 4.39 :1 60 HZ speed: 403 RPM Electrical: 460 V / 3 P/ 60 Hz IP 55 Enclosure	1	3,415.00	3,415.00
3	Base IL 1500 Standard "In-Line" Base with coupling & guard. All components (pump, Gearmotor, coupling & guard) assembled, mounted and aligned. Assembly will ship complete and ready for installation by others. Anchor bolts, valves, and gauges supplied by others.	1	1,250.00	1,250.00
4	Freight Transportation	1	405.00	405.00

Sub Total 12,491.00
Total \$12,491.00

This is our standard unit for filter press applications.

Prices quoted are in USD.

Customer is responsible to verify process design conditions on data sheets. Terms and conditions of MXQ, LLC. apply to this quote and subsequent purchase orders. Lead times are determined after receipt of order (ARO) and are subject to prior sale (SPS). This quote is valid for 30 days. Minimum order is \$250 USD.

Note: Any use of OEM names, trademarks, model numbers, or part numbers is for reference only and does not necessarily imply that we are an authorized distributor or representative of the companies and brands listed.



Keith Herbert <kherbert@jcoinc.org>

Bornemann MXQ 1500 Pump

John Warner <jwarner@mxq-usa.com>
To: "kherbert@jcoinc.org" <kherbert@jcoinc.org>

Thu, Jan 30, 2020

Keith,

It is a standard P2 with Buna N Internals.
I referenced the SN# and confirmed it is the same as estimated, standard construction.
This was sols for filter press service.

Sincerely,



John Warner | VP Business Development
MXQ, LLC. | 820 Holly Ave. South Pittsburg, TN 37380
O: 281-376-3500 x815 | C: 713-253-3333 |
www.mxq-usa.com

This e-mail is only for the use of the addressee. It may contain information which is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient you must not copy, distribute or disseminate this e-mail or attachments to any person other than the addressee. If you received this communication in error please disregard and delete it.

[Quoted text hidden]

 EST-001387.pdf
128K



PO BOX 118
354 RTE 29
GREENWICH, NY 12834

Estimate

Date	Estimate #
1/28/2020	17529

Bill To
VILLAGE OF WARWICK PO BOX 369 77 MAIN STREET WARWICK, NY 10990

Ship To
VILLAGE OF WARWICK WWTP 104 RIVER ROAD WARWICK, NY 10990 ATTN: Keith Herbert

P.O. No.		Terms	Project	Ship Date
		NET 30	B0764A	
Item	Description	Qty	Cost	Total
E1H-1500-P2	***Sludge Pump Full Assembly*** MXQ SLUDGE FEED PUMP, 200 GPM MAX AT 300 RPM, 10HP TEFC, 240/3/60, SEW DIRECT COUPLED	1	13,650.00	13,650.00
E1H-1500 WET E...	***Wet End Only*** Bornemann 1500, WET END ASSEMBLY ***PUMPS NOT AVAILABLE PRIOR TO FEBRUARY 28, 2020	1	9,375.00	9,375.00
Total			\$23,025.00	

Estimate does not include freight, installation or any/all taxes unless otherwise stated. Estimate is in US dollars. Pricing is valid for 30 days. 6% Surcharge for Credit Card orders.

Phone #	Fax #	E-mail
518-695-6851	518-695-5417	sue@bdpindustries.com



Environmental Services, Inc.

1000 US 127 South
Eaton, OH 45320

DATE: January 29, 2020

TO: Village of Warwick
77 Main Street
Warwick, NY 10990

SHIP TO: SAME

GOOD THRU	PAYMENT TERMS	FOB	DELIVERY
Pricing Valid for 30 Days	NET 30		Prepay & Add

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	E1H-1500 MXQ Pump With 10HP Motor On Base	13,675.00	13,675.00
TOTAL			\$ 13,675.00

Quotation prepared by: Craig Roell(937) 533-4682 Ext. 106/craig@msdenvironmental.com

Delivery, taxes, customs, export charges or any other taxes of any kind applicable to the sale of the above parts under this quotation are not included. If your organization is exempt from sales tax, a tax exemption form will be required.

To accept this quotation, sign here and return: _____

THANK YOU FOR THE OPPORTUNITY TO EXTEND THIS QUOTATION!

SEWER OPERATIONS 2019-2020

G.8120

CODE #	DESCRIPTION	INDIVIDUAL COSTS	AMOUNT NEEDED	AGGREGATE LINE ITEM TOTALS	2019-2020
8120-4920	SANITARY SEWERS TESTING				
	CONSUMABLE IN HOUSE LAB EQUIP	\$ 5,000.00	1	\$ 5,000.00	5,000
TAM HAS NOT REQUESTED THIS	SLUDGE SAMPLING FOR LANDFILL REQUIREMENTS	\$ -	1	\$ -	0
\$18,100 USED IN 2017	NYS CERT LAB WORK, ALSO INCLUDES SLUDGE TESTING, LOW LEVEL MERCURY, W.E.T.	\$ 15,000.00	1	\$ 15,000.00	15,000
LINE TOTALS				\$ 20,000.00	20,000
8120-4950	SANITARY SEWERS MAJOR PROJECTS				
GETZ QUOTE *PART OF EFC/SEWER PLANT UPGRADE	HEADWORKS SYSTEM AT WWTP (RAG REMOVAL) WILL REPLACE MUFFIN MONSTER AND ALLOW ORCHARD STREET PUMPS TO OPERATE MORE EFFICIENTLY, AS WELL AS SMOOTH OUT PLANT FLOW PATTERNS	\$ 200,000.00	1	\$ 200,000.00	200,000
QUOTED BY GA FLEET GETZ SAYS IT WILL BE COMPLETED IN 18/19 BUDGET	BELT PRESS CONVEYOR, COMPLETE REPLACEMENT, THIS IS BROKEN IN MULTIPLE PLACES	\$ 110,500.00	0	\$ -	143,000 0
B&L PROVIDED BUDGET ESTIMATE, STILL WAITING FOR FRESH #'S THIS IS 18/19 \$\$	UV INSTALLATION, SEE B&L QUOTE	\$ 840,000.00	1	\$ 840,000.00	840,000
BASED ON WESTTECH QUOTE 425K BARE COMPONENTS AND B&L ADJUSTMENTS	TERTIARY FILTER REPLACEMENT	\$ 900,000.00	1	\$ 900,000.00	0
	SLUDGE PUMP THAT FEEDS THE BELT PRESS THIS WOULD GIVE US REDUNDANCY	\$ 14,000.00	1	\$ 14,000.00	14,000
S21 QUOTED I SUGGEST HOLDING OFF FOR PLANT REHAB.	SCADA PC FOR WWTP, BASE EQUIPMENT TO GET US STARTED BUILDING THE SYSTEM	\$ 15,000.00	0	\$ -	0
LINE TOTALS				\$ 1,954,000.00	1,054,000

Per BC delays
shop drawings first
constr. after 6/1/19

THIS REVOCABLE NON-EXCLUSIVE LICENSE, made the ____ day of February, 2020,

GRANTED BY:

The HOMESTEAD VILLAGE HOMEOWNERS ASSOCIATION, INC., Homestead Village Drive, Warwick, New York 10990 (hereinafter the "HVHA ")

GRANTOR,

GRANTED TO:

The VILLAGE OF WARWICK, 77 Main Street, Warwick, New York 10990 (hereinafter the "VILLAGE"),

GRANTEE,

WHEREAS, the VILLAGE owns certain real property located on the northerly side of Village Green Court, Warwick, New York 10990, which is identified on the Tax Map as Section 223, Block 1, Lot 3 and which consists of a small plot of land upon which a VILLAGE sewer pump station has been constructed (hereinafter the "Pump Station Property"); and

WHEREAS, HVHA owns certain real property consisting of a common area of the condominium which is identified on the Tax Map as Section 223, Block 1, Lot 1 as well as certain property consisting of the Village Green Court trail which is identified on the Tax Map as Section 223, Block 1, Lot 4.2 (hereinafter collectively the "HV Property"); and

WHEREAS, the HV Property adjoins the Pump Station Property; and

WHEREAS, the VILLAGE requires use of a small portion of the HV Property for the purpose of installing a generator to serve the pump station on the Pump Station Property, which said portion of the HV is described in Schedule "A" hereto; and

WHEREAS, HVHA is willing to grant a license to the VILLAGE for use of the HV Property for the purpose of installation and maintenance of the generator to serve the pump station on the Pump Station Property and related improvements on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, HVHA does hereby grant a non-exclusive revocable license to the VILLAGE for use of the HV Property for purposes of installation and maintenance of the generator to serve the pump station on the Pump Station Property and related improvements on the following terms and conditions;

1. This license shall apply only to the property described in Schedule "A" hereto. Provided, however, that the VILLAGE shall have a right of reasonable ingress and egress on and over the HV Property between the said license area and Village Green Court for the limited purpose of installing a pump station generator and related improvements, maintaining the same and related improvements and to otherwise carrying out this License.

2. In consideration of grant of this License, the VILLAGE shall pay HVHA One and 00/100 Dollars (\$1.00), receipt of which is hereby conclusively acknowledged.

3. In regard to installation of the generator to serve the pump station on the Pump Station Property, and all work and activity associated therewith, the VILLAGE and its contractors shall maintain a liability insurance policy in the amount of not less than One Million and 00/100 Dollars (\$1,000,000) upon which HVHA shall be named as additional named insured. Prior to commencement of work a certificate(s) of such insurance listing HVHA as additional named insured shall be provided to HVHA.

4. It is expressly understood and agreed that all good, materials and fixtures installed by the VILLAGE or its contractors on or for use of the pump station and related improvements under this license agreement shall remain the property and responsibility of the VILLAGE.

5. The work involved in installation of the generator and related improvements shall be completed within a reasonable time after commencement thereof. Upon completion, the license area of the HV Property shall be left in a clean and neat condition and suitably grassed or landscaped as circumstances may dictate.

6. In regard to installation and subsequent maintenance of the generator to serve the pump station on the Pump Station Property, and all work associated therewith, the VILLAGE is fully responsible for the construction and all maintenance and repairs and proper functioning of the equipment and shall hold harmless and indemnify HVHA for any claims, losses, damages, lawsuits, including reasonable attorneys fees, arising out of the operation of the equipment and use of the license area including, without limitation, violations, governmental directives, or claims for damages due to negligence or other wrongful conduct of the VILLAGE, its officers, agents, employees and contractors. The VILLAGE agrees to notify HVHA in writing of any directives, violations or notices that it, or anyone or any entity acting through the VILLAGE or on their behalf, receives in connection with this License and its subsequent use and operation. There shall be no other generators or equipment added without the prior written permission of HVHA.

7. Upon completion of the installation of the generator to serve the pump station on the Pump Station Property, as soon as weather reasonably permits, the VILLAGE shall install replacement landscaping on HV Property as follows:

- the Village will replace the existing chain link fence with a white vinyl fence six feet (6') in height on the Pump Station Property, including licensed area of the HV Property, excepting that the Village shall install a such fencing at a height of four feet (4') on the side of the said Property which faces the Village Green Court trail; and

- The Village shall prepare and execute a landscaping plan on which any plantings that currently exist on the Pump Station Property and the HV property removed or damaged by the installation work will be replaced in kind. Said landscaping plan will be submitted to HVHA for its approval, which shall not be unreasonably withheld, provided, however, that the Village shall consent to reasonable changes to the plan requested by HVHA. The VILLAGE shall be responsible for maintenance of such fencing as it installs. The Village shall maintain such landscaping as it installs for a period of one (1) year following installation thereof, and thereafter maintain such landscaping shall be the responsibility of HVHA.

8. This license may be revoked by HVHA on not less than ninety (90) days written notice to the VILLAGE at the address listed above provided by certified mail or personal delivery to the Village Clerk.

9. This license agreement fully expresses the entire agreement between the parties. The terms of this license agreement cannot be changed or modified except through a writing executed by both parties.

IN WITNESS WHEREOF, the GRANTOR has duly executed this instrument the day and year first above written.

IN PRESENCE OF:

Homestead Village Homeowners Association, Inc.

By:

Authorized by Resolution of the Board of Directors dated February __, 2020

The Village of Warwick

By: Michael Newhard, Mayor

Authorized by Resolution of the Village Board dated February 18, 2020

STATE OF NEW YORK:

:ss.

COUNTY OF ORANGE :

On the ____ day of February, 2020, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of Homestead Village Homeowners Association, Inc. in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

STATE OF NEW YORK:

:ss.

COUNTY OF ORANGE :

On the ____ day of February, 2020, before me, the undersigned, a notary public in and for said state, personally appeared Michael Newhard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of the Village of Warwick in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public

LICENSE

HOMESTEAD VILLAGE CONDOMINIUM

To

VILLAE OF WARWICK

SECTION: 223

BLOCK: 1

LOT: 1

VILLAGE OF WARWICK, COUNTY OF ORANGE, STATE OF
NEW YORK

RECORD & RETURN TO:

STEPHEN J. GABA, ESQ.

DRAKE LOEB PLLC

555 HUDSON VALLEY AVE, SUITE 100

NEW WINDSOR, NY 12553

SCHEDULE A

The parcel of land identified as Section 223, Block 1, Lot 3 on the Village of Warwick tax map, plus the following additional areas that are located on Section 223, Block 1, Lot 1 or within the right-of-way of Village Green Court:

1. A strip of land 6 feet wide and 40 feet long, located along the western side of the western boundary of Lot 223-1-3, which is described in the deed as N 12°51'06" W, 40.00 feet.
2. A strip of land 6 feet wide and 40 feet long, located along the eastern side of the eastern boundary of Lot 223-1-3, which is described in the deed as S 12°51'06" E, 40.00 feet.
3. A strip of land 3 feet wide and 27 feet long, located along the southern side of the southern boundary of Lot 223-1-3, which is described in the deed as S 77°08'54" W, 15.00 feet.

77 Main Street
Post Office Box 369
Warwick, NY 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

Budget Modification Request

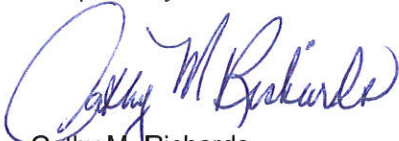
For Board of Trustee Approval - Meeting February 18, 2020

For approval to transfer available appropriations for the following budget account lines:

GENERAL FUND

To Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	From Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A.8160.4005	Refuse - Sanitation Fees	1,200.10	5,000.00	To cover County Waste refuse costs for remainder of fiscal year per M. Moser.	A.5110.4930	Streets - Road Paving	77,777.29	5,000.00

Respectfully submitted,


Cathy M. Richards
Village Treasurer

Backup Documentation: Memo from DPW Clerk
Budget expenditure printouts

77 Main Street
Post Office Box 369
Warwick, New York 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

FROM THE OFFICE OF THE BUILDING DEPARTMENT

1/31/2020

Honorable Mayor and Trustees,

I wish to attend the 33rd Annual Hudson Valley Code Enforcement Officials Educational Conference being held at the Poughkeepsie Grand Hotel providing 19 hours of In-Service training which includes mandatory code update training.

Conference dates are April 22-24, 2020 at a cost of \$300.00 and would require overtime and use of the Village vehicle so no mileage re-imbusement is needed.

Pre-registration was required, please see attached for more conference details.

Thank you,

Boris Rudzinski

Village of Warwick Building Inspector/Code Official

RECEIVED

JAN 31 2020

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**

Boris Rudzinski

From: Codes Class <register@codesclass.com>
Sent: Wednesday, January 29, 2020 11:15 AM
To: Boris Rudzinski
Subject: Hudson Valley Conference Announcement

Hudson Valley CEO Annual Conference Announcement

The 33rd Annual Hudson Valley Code Enforcement Officials Education Conference 2020

19 Hours of In Service Training

Pre-registration is required. You will need your NYS Training ID Number,
FDID Number and a valid email address to register.

TO: BORIS RUDZINSKI

NYID: NY0049250

FDID: 36819

[CLICK HERE TO REGISTER](#)

[CLICK HERE FOR PAYPAL OR CREDIT CARD PAYMENT](#)

Dates: April 22, 23, 24, 2020

Poughkeepsie Grand Hotel

40 Civic Center Plaza

Poughkeepsie, NY 12601

845-485-5300

Make Your Overnight Room Reservation Directly With The Hotel.

Conference Cost: \$300.00 per person – No Single Day Registrations, Includes Conference Materials,

Classes, Lunches, Breaks, Reception and Assembly Breakfast.

Registration Table

Wednesday, April 22, 2020 at 7:00 AM At The Hotel.

Opening 7:45 AM, Classes Start @ 8:00 AM;

COURSES SCHEDULED:

DBS&C MANDATORY CODE UPDATE TRAINING, FIRE PROTECTION INSTALLATION AND INSPECTION ERRORS, DRONES IN
CODE ENFORCEMENT NYS CODES FOR THE MECHANICAL TRADES, MOBILE FOOD PREPARATION VEHICLES, CODE
COMPLIANT EXTERIOR SYSTEMS FOR WOOD FRAMED BUILDING ENVELOPES, FIRESTOP SYSTEMS, SMOKE RESISTANT
FIRE STOP SYSTEMS, MATERIALS, CODES, STANDARDS & INSPECTION MAINTENANCE, AND **2 CLASSES PENDING**.

COURSES SUBJECT TO CHANGE WITHOUT NOTICE