

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
March 16, 2020
AGENDA**

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

1. Introduction by Mayor Newhard.
2. **Public Hearing for projects to be considered for funding under the FY-2021 Orange County Community Development Block Grant Program.**
3. Acceptance of Minutes: March 2, 2020.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

4. Acceptance of Reports: February 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 ____

5. 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 ____

6. Police Report

Presentation

1. Warwick Valley Community Center Youth Leadership Program.
2. Warwick Playground Dreams – additional components.

Announcement

1. Brush Pile Hours.

Correspondence

1. Letter from James Quackenbush announcing his retirement.
2. Letter from NYS DEC - Congratulating the Village of Warwick on adopting the Climate Smart Communities Pledge.
3. Letter of resignation – Planning Board Member, Karl Scheible.

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 go out to bid for the following on-call services: Electrical, Plumbing and HVAC. Bids will be for the period of June 1, 2020 through May 31, 2022. Bid opening to be held April 22, 2020 at 12:00 p.m. at Village Hall, as per the recommendation of the DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

2. **MOTION** to go out to bid for: chemicals for the water and sewer plant including delivery to the water plant, Well #2, Well #3, and the Micro Filtration Plant. Bids will be for the period of June 1, 2020 through May 31, 2021. Bid opening to be held April 15,

2020 at 12:00 p.m. at Village Hall, as per the recommendation of the DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

3. **MOTION** to go out to bid for refuse pickup and delivery of a 30-yard refuse container at 24 Memorial Drive on an as need basis and pickup and delivery of a 2-yard container one time per week at the Village of Warwick waste water treatment plant, 14 River Street. Bids will be for the period of June 1, 2020 through May 31, 2021. Bid opening to be held April 15, 2020 at 12:00 p.m. at Village Hall, as per the recommendation of the DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

4. **MOTION** to solicit for Electrical Power Supply for the Village of Warwick for the period of June 1, 2020 through May 31, 2022. Bid opening to be held April 14, 2020 at 12:00 p.m. at Village Hall, as per the recommendation of the Building Inspector, Boris Rudzinski.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

5. **MOTION** to solicit for Natural Gas Supply for the Village of Warwick for the period of June 1, 2020 through May 31, 2022. Bid opening to be held April 14, 2020 at 12:00 p.m. at Village Hall, as per the recommendation of the Building Inspector, Boris Rudzinski.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

6. **MOTION** to accept the service agreement from ENER-G Rudox LLC to provide maintenance service on the newly installed generator at the Homestead Village pump station. Agreement will commence on March 18, 2020 and continue in force until May

31, 2021. The Village of Warwick is currently in contract with ENER-G Rudox LLC for maintenance of all Village owned generators until May 31, 2021. This generator will be added to current maintenance contract without any increase in cost.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

7. **MOTION** to auction a surplus of DPW equipment owned by the Village of Warwick on www.govdeals.com in accordance with the letter from DPW Supervisor, Mike Moser dated March 9, 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 proposal dated January 20, 2020 for engineering services from Barton & Loguidice for updating the Water Storage Tank Capital Improvement Plan and authorize the Mayor to enter into an agreement for the same at a total lump sum fee of \$14,500.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

9. **MOTION** to advertise for two (2) Seasonal Laborer's at a rate of \$14.00 per hour. Each laborer will be hired for a 12-week period at 40 hours per week. Start date to be determined by DPW Supervisor, Mike Moser.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

Trustee Lindberg's Motions:

10. **MOTION** to allow the Warwick Historical Society to utilize the parking area on the south side of Church Street along Lewis Park for the placement of a 18.5' W x 18' L port-o-john trailer for the benefit of a wedding taking place at the Old School Baptist Church on June 6, 2020 as per their email dated Tuesday, February 11, 2020. The trailer

will be delivered on Friday, June 5, 2020, removed on Monday, June 8, 2020 and will be properly marked with cones for safety. Proper insurance has been received.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

11. **MOTION** to grant permission to Warwick Little League to use Memorial Park and Stanley Deming fields for the 2020 Little League season which will extend from March 1, 2020 through November 15, 2020 as per their letter dated March 4, 2020. Completed park permit, proof of proper insurance and security deposit has been received.

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 the Warwick Little League to hold their Opening Day Parade and Picture Day on Saturday, April 18, 2020. The parade will step off promptly at 10:00 a.m. with lineup beginning at 9:30 a.m. on High Street. The parade route will be Main Street, Railroad Avenue, South Street, Parkway, Park Lane, and then crossing Forester Avenue into Memorial Park. Picture Day activities will be between 8:00 a.m. and 6:00 p.m. in the Memorial Park Pavilion. Town of Warwick Police Department approval, completed park permit, proof of proper insurance and security deposit has been received.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

13. **MOTION** to close High Street on Saturday, April 18, 2020 starting at 9:00 a.m. for the benefit of the Little League parade. Barriers to be provided by the Department of Public Works. The parking spaces on the east side of Main Street between High and Church Streets to be designated as "No Parking" so they can be used for drop off of participants.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

Trustee Patterson's Motions:

14. **MOTION** to grant permission to Mayor, Michael J. Newhard to attend the NYCOM Annual Meeting from Sunday, May 3, 2020 through Tuesday, May 5, 2020 at the Sagamore Hotel in Bolton Landing, NY at a cost of \$285 for registration and \$229.50 per night for lodging and meals. An additional \$229.50 per night for lodging and meals will be paid directly to the hotel by Mayor Newhard in order to include a guest. Mileage reimbursement is applicable.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

15. **FY-2021 Orange Urban County Consortium Community Development Program Resolution ADA Compliant Sidewalks on South Street between Second and Third Street**

The Village of Warwick is hereby submitting its Application for consideration under the FY-2021 Orange Urban County Consortium Community Development Program and the chief elected official or executive officer is hereby authorized to submit this Application for ADA Compliant Sidewalks on South Street between Second and Third Street as described in the proposal. Input from citizens and groups has been received and considered and an application has been prepared which addresses their community concerns. They further certify that they have read and understood the Orange Urban County Consortium Community Development Guidelines for the FY-2021 program year and have met all of its applicable requirements and that the information contained in the Application is accurate and true to the best of their knowledge. If awarded CDBG funds, the Municipality shall implement the activities in a manner to ensure compliance with all applicable federal, state, and local laws and regulations.

_____ presented the foregoing resolution, which was seconded by _____,

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Eileen Patterson, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee McManus' Motions:

16. **MOTION** to grant permission to the Warwick Valley Community Center to use Railroad Green on Sunday, June 14, 2020 from 11:00 a.m. to 5:00 p.m., with setup to begin at 9:00 a.m. and breakdown to be completed by 7:00 p.m., for the OCNYS Pride Parade event. Completed park permit, proof of proper insurance, and security deposit has been received.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

17. **MOTION** to grant permission to the Warwick Valley Community Center to hold the Warwick OCNYS Pride Parade at 1:00 p.m. on Sunday, June 14, 2020. Lineup will begin at the Warwick Valley Community Center with the parade route as follows: Orchard Street to Main Street, South Street to Railroad Avenue arriving at Railroad Green at 1:30 p.m. for performances and live music. Completed park permit, proof of proper insurance, security deposit, and Town of Warwick Police Department approval have been received.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

18. **MOTION** to close Railroad Avenue on Sunday, June 14, 2020 from 9:00 a.m. to 7:00 p.m. for the benefit of the Warwick Valley Community Center's Pride Parade event.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Patterson ____

Trustee McManus ____ Mayor Newhard ____

19. **MOTION** to authorize payment in the amount of \$532.39 'under protest' for the 2020 Town and County tax on the Village of Warwick owned property located at 50 Orchard Street, Section 210 Lot 11 Block 2, per the recommendation of Village Attorney, Stephen Gaba.

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

LEGAL NOTICE

The Board of Trustee of the Village of Warwick invites public comments and suggestions regarding projects to be considered for funding under the FY-2021 Orange County Community Development Block Grant Program. A Public Hearing will be held on Monday, March 16, 2020 at 7:30 p.m. in Village Hall, 77 Main Street, Warwick, NY. The purpose of this Public Hearing is to:

1. Inform citizens of the opportunity to apply for funding.
2. Review the community development needs.
3. Obtain citizen input, particularly from low to moderate income persons on which activities should be included in funding proposals and application.

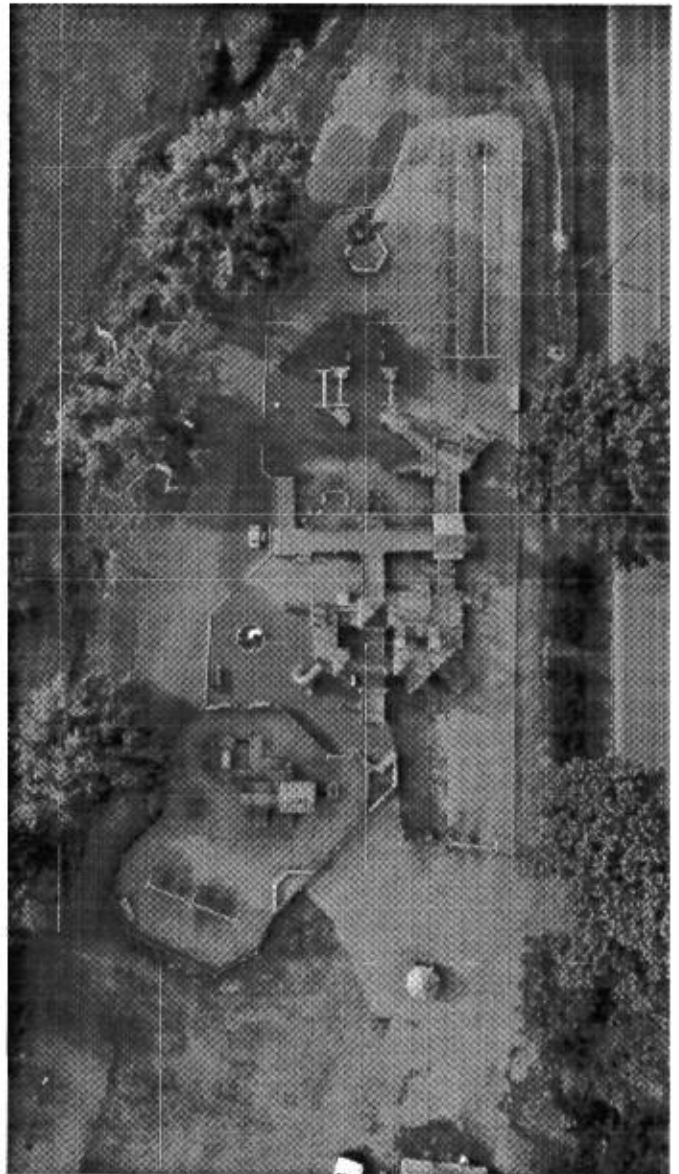
The Village of Warwick will be considering projects to be submitted to the Orange County Community Development Program, the deadline for which is Friday, April 24, 2020.

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF WARWICK
RAINA ABRAMSON
VILLAGE CLERK

Dated: February 20, 2020

Warwick Playground Dreams

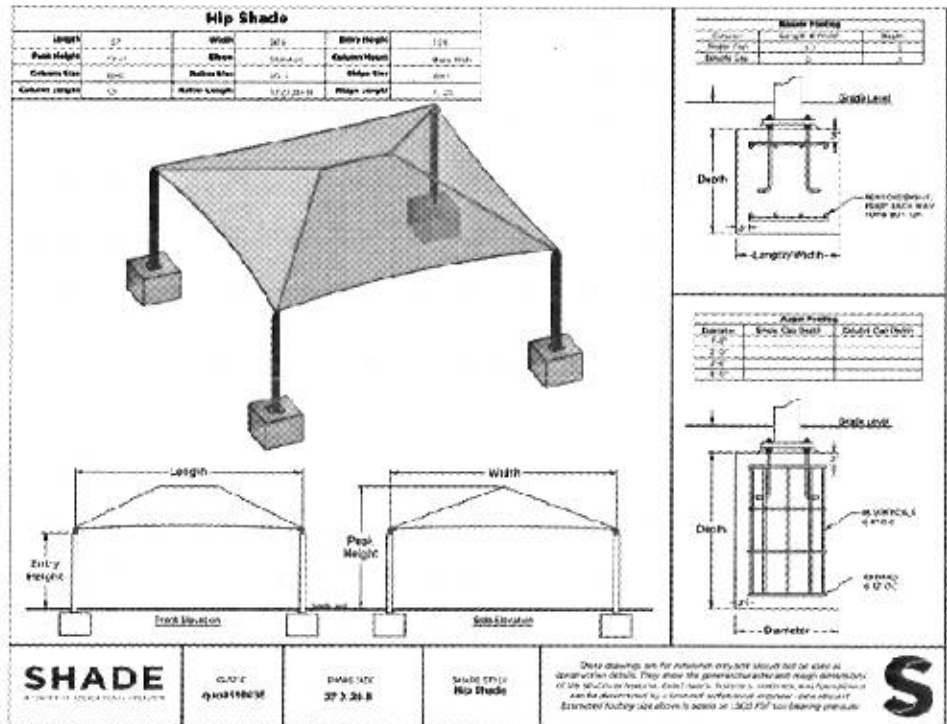
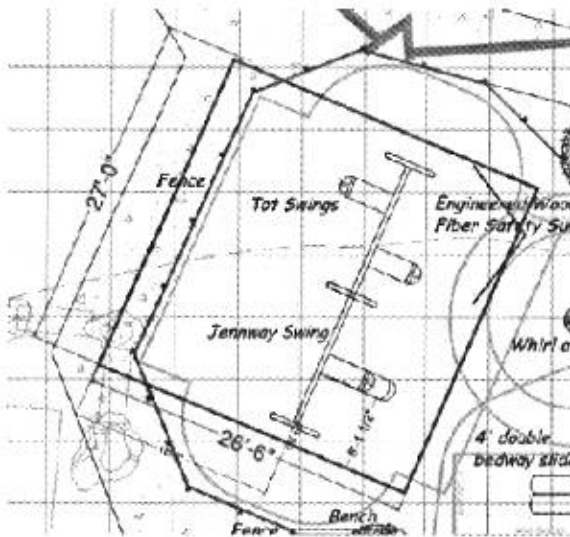
Additional potential components
for Stanley-Deming Park



Shade Sail

As per Play By Design: "The fabric will need to be removed before the snow falls. It is not designed to hold snow loads (all commercial shades are designed this way).

The shades are designed with a glide elbow that is really a tension housing unit where you can take a drill and insert it in the elbow where you can then tighten or release. This is a fantastic feature for the shades that allows for a quick install and removal of the fabric."



"Shades do not have use zones, playground equipment does and the shades have to coordinate within those use zones.

The orange lines are the use zones for the swings and the other playground equipment, the shade columns will be placed right along those lines so nothing encroaches on the swings.

Shades have to be 7' above the highest point so these designs do include that allowance above the swings and the structure."

Two solo swing bays

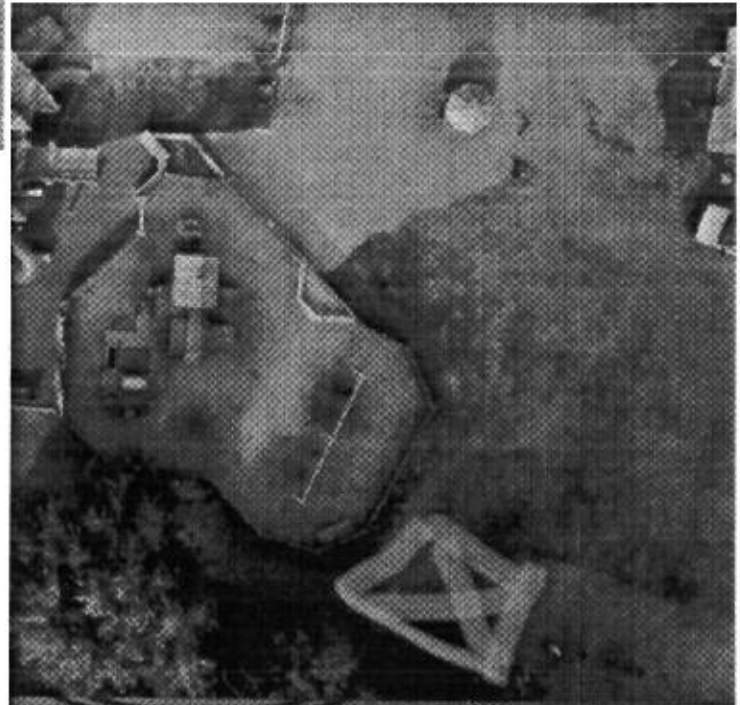


One bay for 2 toddler swings
One bay for 2 Expression Swings

Frame height: 8 ft.

Use zone: Starts at 24 ft. x 32 ft.

We would like to locate the single bays on
either side of the existing "tall swings".
Marked as a red box is the proposed
location for one of the single bays.



Companion Swings

Expression Swing Tandem

Expression Swing Tandem allows users ages 5 and up to swing face-to-face and eye-to-eye. Our patented design encourages social interaction between two children (or a child and adult) during play. It's a great way to provide multigenerational play on your playground.



Expression Swing Universal

Expression Swing Universal features the same adult swing seat as our original Expression Swing and includes an adaptive swing seat for children of all abilities (ages 5-12). The patented design positions adult and child face-to-face and eye-to-eye to encourage an emotional bond during play (also known as the scientific principle of attunement).

Tire Swing



- Height: 8 ft.
- Age range: 2-12 years
- Use zone: Starts at 22 ft. x 28 ft. then varies based on the number of bays
- Tire swing seats are made durable, roto-molded plastic.

Spinner

Superior Play Spinner

Use Zone: 14' x 14'



Solo Spinner

Age: 2 to 5 years; 5 to 12 years

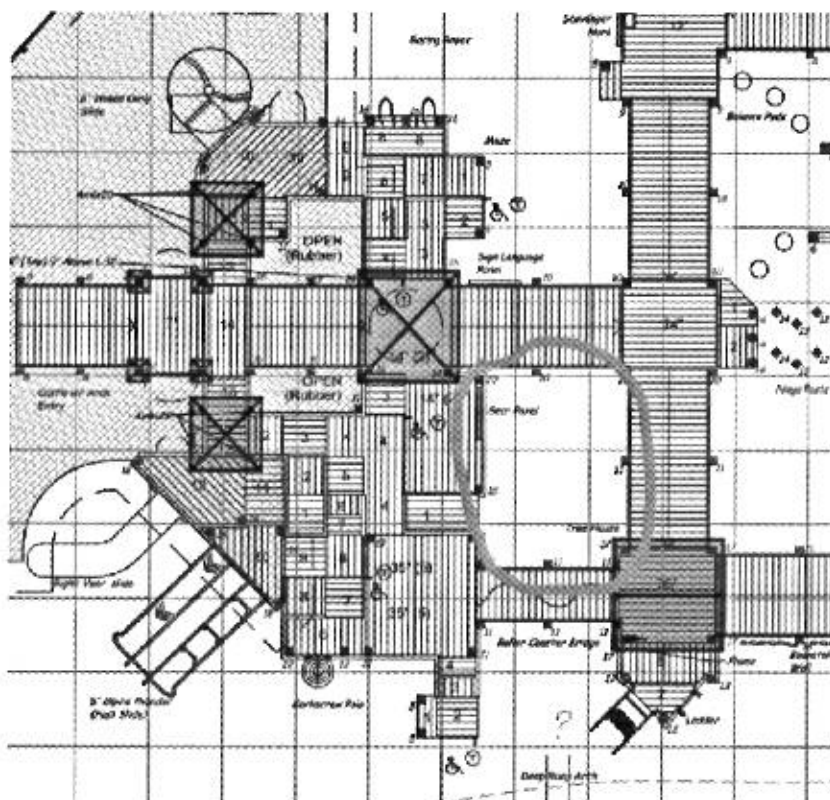
Use Zone: 13' x 13'

Fall Height: 4'



Sand box

GameTime Backhoe Digger
Age: 2 to 12 years



Lee Archin from Play By Design has approved this location (circled in green) for a sandbox. He says it is important to keep the sand away from the poured-in-place rubber safety surfacing.

See-Saws

GameTime See-Saw



As they shift their body weight to enjoy the classic "seesaw" activity, the fully enclosed rubber spring mechanism creates a smooth gliding motion and prevents abrupt stops and starts endemic to old-fashioned seesaws.

Age: 2 to 5 years; 5 to 12 years

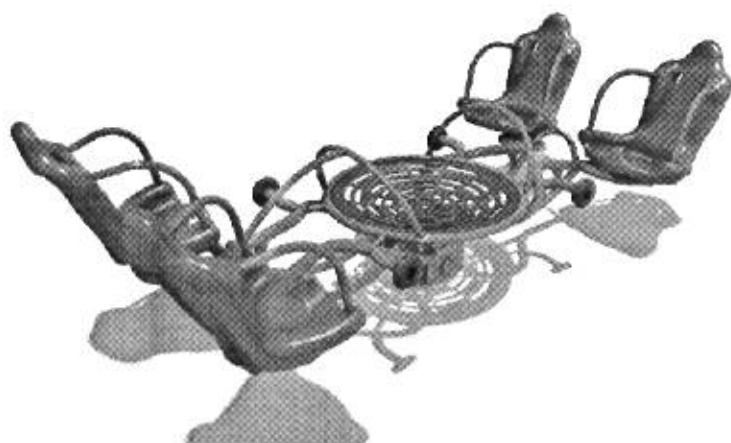
Use Zone: 19' 11" x 12' 9"

Fall Height: 4'

Deco Spring Rider

Use zone: 16' x 13'

Fall Height: 2' 4"



RoxAll See-Saw

With high backs and side rails, each of the four seats on this innovative see-saw are designed to accommodate users of all abilities as they enjoy the rocking motion with their friends. The center saucer is designed for users to transfer easily to and from a mobility device.

Age: 5 to 12 Years

Use Zone: 23.5' x 17.4'

See-Saws

Buck-a-Bout 4-seat

Age: 5 to 12 years

Use Zone: 18' 11" x 18' 11"



Classic Teeter II

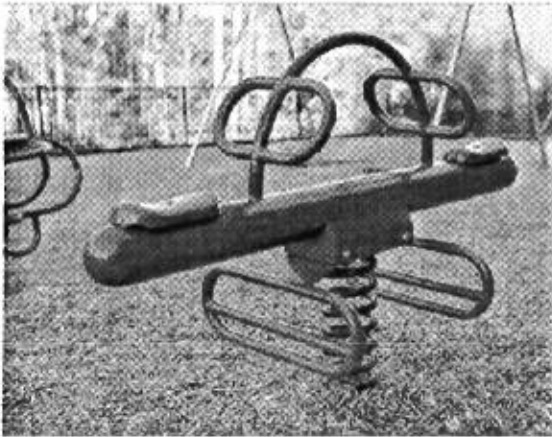
Our Classic Teeter playground rocker features a heavy-duty elevated galvanized frame with a powder coated finish in the color of your choice. It comes complete with comfortable aluminum seats and rubber tires responsibly sourced. While playing, children will engage in social and dramatic play while developing spacial awareness as they rock back and forth.

Age: 5 to 12 years

Use Zone: 22' x 13'



See-Saws



Retro Rocker

For 2 to 5 years

Use zone = 13' x 27'

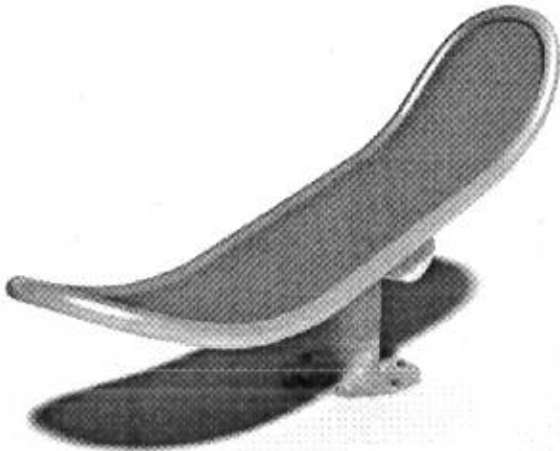
Rota Bounce
The bouncing and rotating action on this fast-paced unit is great to test children's coordination, strength and agility.

Use zone = 23' x 23'

Fall Height= 5'



Additional possibilities



Surfboard

- The Surfboard is designed at wheelchair transfer height so a child can easily move onto the Surfboard and start to play!
- The surface area is spacious enough for several children to sit or stand together.
- The upturned arms allow the user to sit or lie supported on the surface, which is beneficial for those who require some extra postural support.
- The wide surface is covered in a texturized poured rubber ensuring users feel safe and secure while sitting or standing.
- Smooth rocking motion is fun for one or more users and unique design prevents either end from hitting the ground.

Use Zone: 14' x 19.5' Use Zone

Age Range: 5-12 Years

Fall Height: 6'

Moon Buggy Rider (1- or 2- Seater)

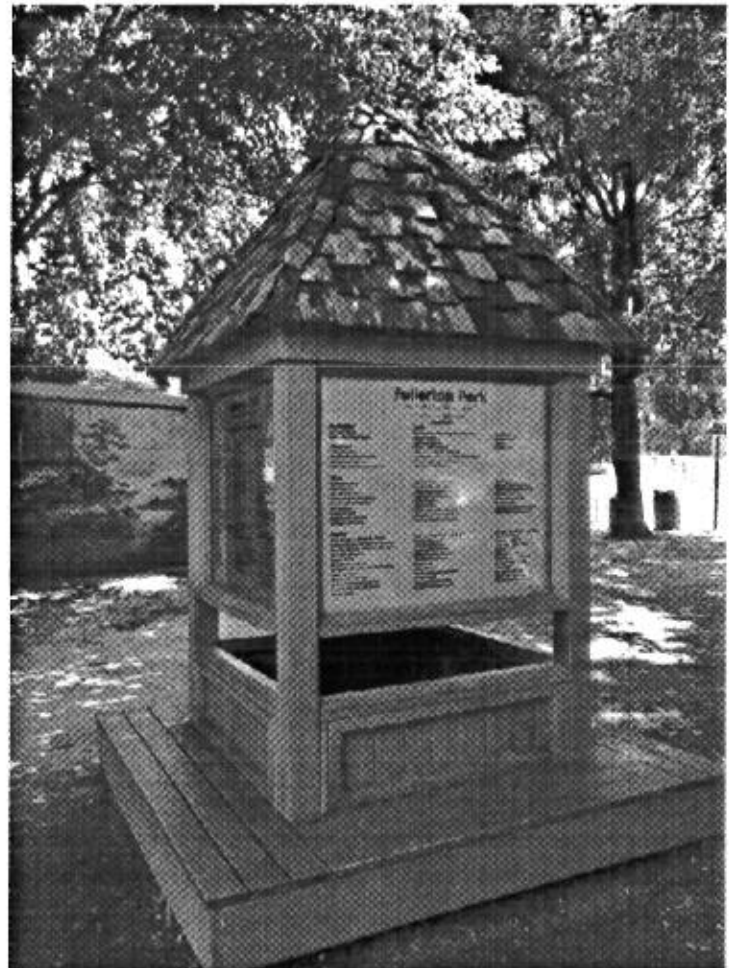
Use Zone: 17' x 17' Use Zone

Age Range: 2-5 Years

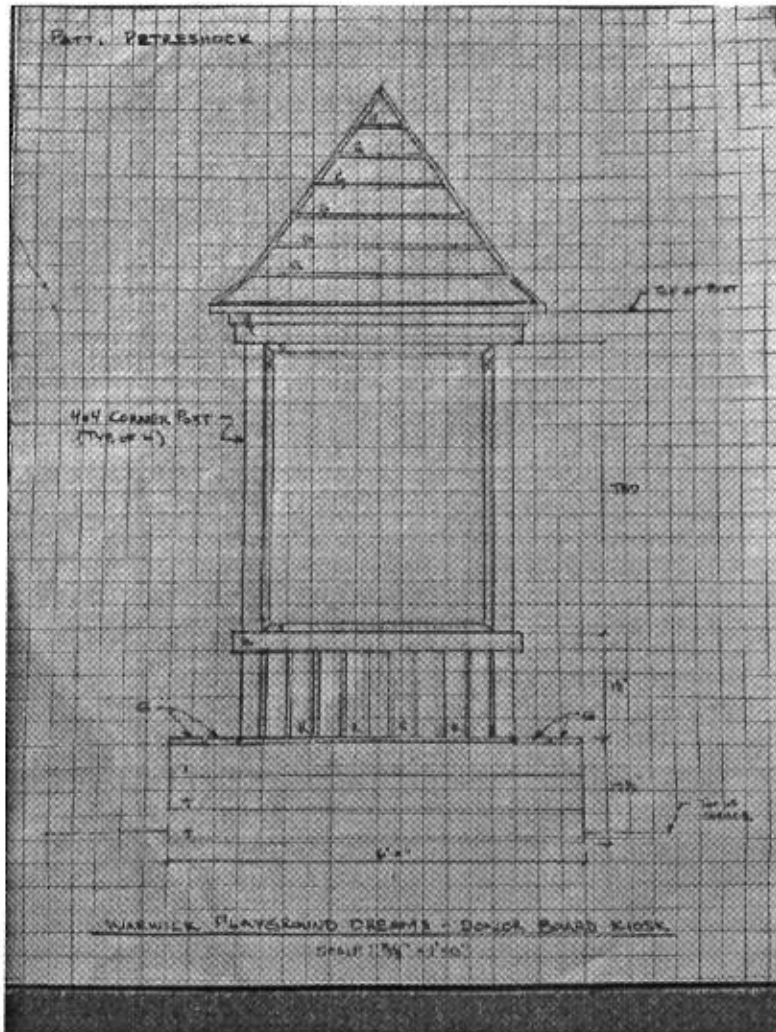


Sponsor Kiosk

Four-sided Sponsor Kiosk would have:
 2 sides to thank sponsors
 1 side for playground rules
 1 side telling short story of Build Week
 (with photos hopefully)



Our design by Patti Petreshock



- will use excess lumber from Build Week
- would be built by some Build Week volunteers
- would need help of DPW and their machinery to lift the roof.
- Ms. Petreshock has her Bachelor's of Science in Architecture and a Master's in Engineering, with concentration in Structural Engineering

Example of Playground Rules



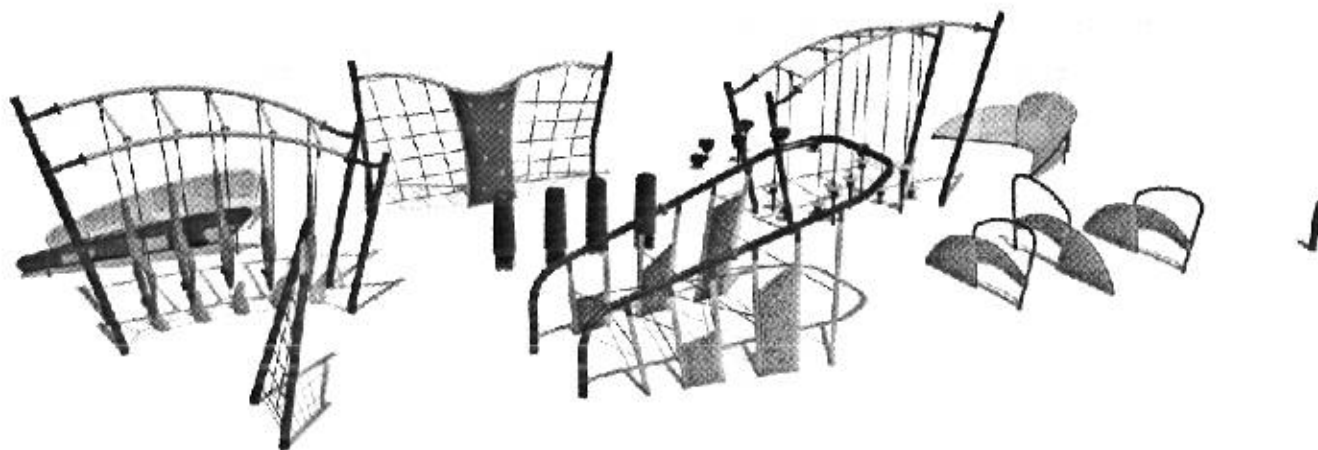
PLAYGROUND RULES

OPEN DAWN TO DUSK

1. Adult supervision recommended.
2. Use of playground equipment is at your own risk.
3. Play equipment is designed for children Ages 6 - 23 mos., 2 - 5 years, or 5 - 12 years as indicated.
4. Entanglement Warning: Before playing, remove hood and neck drawstrings, helmets and other items around neck. Do not attach ropes, pet leashes or similar objects to the playground equipment.
5. Hot Surface Warning: Equipment and surface temperatures may be very hot on sunny days and could cause serious injury.

Mountain View Department of Parks & Recreation
656-914-3093

GameTime Pro5000 Obstacle Course



FEATURES

- Includes 11 challenges that are fun, exciting and design to keep children active
- Optional professional-grade timing systems add another dimension of fun and competition
- A great way to promote multigenerational activity in your community
- Exciting fitness activity for older children who may lose interest in traditional playgrounds
- Challenges provide all four elements of a well-rounded fitness program
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Age: 13+ years

Use Zone: 49' x 94'

Fall Height: 10'

**VILLAGE OF WARWICK
BRUSH DISPOSAL**

The Village of Warwick will again have the Brush Disposal Program. A Valid Picture ID showing Village Residency will be required at the site.

Only Village of Warwick Residents will be allowed to dispose brush at the disposal site. The disposal area is located at the Village of Warwick Dept of Public Works site in Memorial Park. No commercial operators will be permitted. **Brush cannot exceed 6" in diameter. Bagged leaves will be accepted. (paper only). No grass clippings will be allowed.**

Hours of Operation:

April/May/June – Saturday & Sundays 12pm-4pm

July/August/September – First and Third Weekends 12pm – 4pm

October/November – Saturday & Sundays 12pm – 4pm

Site Closed Applefest Sunday

To Mayor Newhard - Mike Moser
and Village Trustees

March 10, 2020

I James Quackenbush am writing
this letter to inform you that I will be
retiring on April 30, 2020.

It has been a pleasure to work for the
Village of Warwick DPW for 29½ years.

Thank you

James Quackenbush

3/10/20

RECEIVED

MAR 10 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

MAR 06 2020

Honorable Michael Newhard
Mayor, Village of Warwick
77 Main Street
Warwick, NY 10990

Dear Mayor Newhard:

On behalf of the New York State agencies sponsoring the Climate Smart Communities Program, I congratulate you and the Village of Warwick on adopting the Climate Smart Communities Pledge. Climate change is the defining issue of our generation; your commitment to reduce greenhouse gas emissions and prepare your community to deal with the effects of climate change will help protect both our citizens and our environment.

The Climate Smart Communities Program is an important partnership between local and State governments that makes a positive difference in New Yorkers' lives. The program focuses on technical, financial, and leadership resources to help local governments reduce greenhouse gas emissions and adapt their communities to a changing climate.

The Climate Smart Communities Program is a joint effort of six New York State agencies: Department of Environmental Conservation (DEC), Department of State, Department of Transportation, Department of Health, Department of Public Service, and the Energy Research and Development Authority. DEC's Office of Climate Change acts as the administrator for Climate Smart Communities.

Guidance for the initial climate-smart steps that communities can take is available at <https://climatesmart.ny.gov/actions-certification/getting-started/>. Learn about how the Climate Smart Communities Certification Program honors the municipal leaders who demonstrate the economic and environmental benefits of local climate action at <https://climatesmart.ny.gov/>. Visit <http://www.dec.ny.gov/energy/109181.html> for the latest news on grant funding opportunities.

This is an "all hands on deck" moment in history. Climate change is affecting each of us and demands the attention of every government body, every business and every citizen. Leaving it to the next generation to fix will be too late. Thank you for your leadership in addressing climate change and dealing with its impacts.

Please contact Dazzle Ekblad at (518) 402-8448 or climatesmart@dec.ny.gov if you have any questions regarding the program.

RECEIVED

MAR 11 2020

VILLAGE OF WARWICK

c: D. Ekblad

Sincerely,



Basil Seggos
Commissioner



Department of
Environmental
Conservation

March 9, 2020

Mayor Newhard and
Village Board of Trustees
77 Main Street
Warwick, NY 10990

Dear Mayor Newhard & Village Trustees:

It is with much regret that I must tender my resignation as a member of the Village of Warwick Planning Board. It has been a privilege to work with such dedicated people and to serve my community.

Thank you for your time and consideration in this matter.

Sincerely,



Karl Scheffle
Village of Warwick
Planning Board

RECEIVED

MAR 12 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

MEMO

To: Mayor Newhard & The Village Board
From: Mike Moser, DPW Supervisor
Date: March 1, 2020
Re: Bid Contracts Expiring 6/1/2020

Request a motion to go out to bid for the following contracts due to expire May 31, 2020.

Chemicals for Water and Sewer Plant: Delivery to Water Plant, Sewer Plant, Well #2, Well #3, and the Micro Filtration Plant. Bid Opening to be held April 15, 2020 12:00pm. One Year Contract June 1, 2020 – May 31, 2021.

Refuse: Pickup and delivery of 30yd refuse container at 24 Memorial Park Drive on an as per need basis. 2yd container 1Xwk to 104 River Street, Sewer Plant. Bid Opening to be held April 15, 2020 12:00pm. One-year contract June 1, 2020 – May 31, 2021.

On-Call Electrical – Electrical repairs at all Village owned Properties.

Bid Opening to be held April 22, 2020 12:00pm. Two-year contract June 1, 2020 – May 31, 2022.

On-Call HVAC/Plumbing – Plumbing/HVAC repairs at all Village owned Properties.

Bid Opening to be held April 22, 2020 12:00pm. Two-year contract June 1, 2020 – May 31, 2022.

Natural Gas Supply – Bid Opening to be held April 14, 2020 12:00PM. Two-year contract June 1, 2020 – May 31, 2022.

Electrical Power Supply – Bid Opening to be held April 14, 2020 12:00PM. Two-year contract June 1, 2020 – May 31, 2022.

MEMO

Date: February 20, 2020

To: Mayor Newhard & The Village Board

From: Mike Moser, DPW Supervisor

Re: Homestead Village Dr. Generator

Request a motion to accept the Service Agreement from ENER-G Rudox LLC to provide maintenance service on newly installed Generator at Homestead Village Pump station. Agreement will commence on March 18, 2020 and continue in force until May 31, 2021. The Village of Warwick is currently in contract with ENER-G Rudox LLC for Maintenance of all Village owned generators until May 31, 2021. This generator will be added to current maintenance contract without any increase in costs.

It would be a 3% increase each year typically but we have locked you in for the same price each year:

June 1, 2018 – May 31, 2019	\$ 4,014.50	Lump Sum
June 1, 2019 – May 31, 2020	\$ 4,014.50	Lump Sum
June 1, 2020 – May 31, 2021	\$ 4,014.50	Lump Sum

ENER-G Rudox LLC
180 E. Union Ave
E. Rutherford, NJ 07073 USA

T: +1.201.438.0111
F: +1.201.438.3403
E: info-energrudox@centrica.com
W: centricabusinesssolutions.com

Date: February 10, 2020
From: John Masucci
Phone: 201-509-1949
Email/Fax: 201-438-3403
Company Name: ENER-G Rudox LLC DBA Centrica Business Solutions

To: Cathy
Phone: 845-986-2031 Ext 6
Email/Fax: dpw@villageofwarwick.org
Company Name: Village of Warwick
Reference:
Reference No.: N/A

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Cathy,

Thank you for contacting Centrica Business Solutions with your service requirements. We are pleased to quote you the following:

Service and inspect the subject equipment according to the attached procedures. These sheets also serve as our technician's checklist in performing the service. In "Exhibit B-Billing Procedure", we extend our contract customers a discount structure for service parts and labor outside of basic preventative maintenance.

Please call if you have any questions regarding the proposal. We look forward to an ongoing relationship with "Village of Warwick"

Sincerely,

John Masucci
ENER-G Rudox LLC
c: 201-509-1949
e: john.masucci@centrica.com

ENER-G Rudox LLC
180 E. Union Ave
E. Rutherford, NJ 07073 USA

T: +1.201.438.0111
F: +1.201.438.3403
E: info-energrudox@centrica.com
W: centricabusinesssolutions.com

ENGINE MAINTENANCE SERVICE AGREEMENT
EMERGENCY – STANDBY EQUIPMENT

THIS AGREEMENT, made between ENER-G Rudox LLC hereinafter called "Centrica Business Solutions" and "Village of Warwick.", hereinafter called "OWNER", WITNESSETH THAT:

WHEREAS, OWNER is desirous of having periodic maintenance service performed on certain diesel and/or gas engines more specifically described hereinafter and,

WHEREAS, Centrica Business Solutions is willing to provide and/or arrange for such maintenance service

NOW THEREFORE, in consideration of the premises and one dollar and other valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Centrica Business Solutions shall service and maintain as specified hereinafter, OWNER'S diesel and/or gas engines as follows:

ENGINE MFG.	MODEL	KW RATING.	REF. NO.	SERIAL NO.	LOCATION
KOHLER	KG2204T	35	N/A	TBD	Village of Warwick- Pump station between 105 & 107 Village Green Court

2. This agreement will commence on February 10, 2020 and continue in force until May 31, 2021
3. A. Centrica Business Solutions shall perform maintenance service on said engine 2 times annually on a mutually agreed to schedule. During such performance of said maintenance service, Centrica Business Solutions shall perform all work specified in Exhibit A.

B. During the performance of the maintenance service, if it is observed that repairs other than the maintenance service are required, such repairs will be brought to the attention of the OWNER. Centrica Business Solutions will provide an estimate of costs of these repairs. Centrica Business Solutions shall make such repairs as agreed by the OWNER or his representative. All such repair work will be charged separately at standard rates and prices for parts used and labor expended. Normal billing procedure is listed as Exhibit B.

C. OWNER shall pay . Centrica Business Solutions for all parts and labor expended in performing maintenance or repair service within thirty (30) days following presentation of the invoices by Centrica Business Solutions.
4. OWNER shall be notified of impending engine maintenance service call by Centrica Business Solutions and Centrica Business Solutions shall be given unimpeded access to the premises housing said engine for the purpose of performing maintenance service. Secure parking and unloading area shall be provided at no

ENER-G Rudox LLC
180 E. Union Ave
E. Rutherford, NJ 07073 USA

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W: centricabusinesssolutions.com

cost to Centrica Business Solutions Units to be serviced one at a time to assure availability in case of power outage.

5. All maintenance service work shall be performed in a good workmanlike manner. Centrica Business Solutions will, after performing maintenance service, provide test running and loading (using customer's load) of the engines which are required to check operation of the engines (unless prevented by OWNER).
6. Centrica Business Solutions shall carry general liability insurance of \$1,000,000.00 with \$5,000,000.00 umbrella coverage. In addition, Centrica Business Solutions shall carry the statutory workmen's compensation coverage
7. In the event emergency or additional service is needed call 201-438-0111. Arrangements will be made to have a serviceman dispatched as soon as possible, pursuant to receiving a purchase order sufficient to cover emergency assessment.
8. OWNER understands and agrees that this service contract is not a guarantee of engine or generator set performance or life. OWNER also agrees that any loss or contingent liability resulting from lack of performance or, life of the machine or, inability of Centrica Business Solutions to perform is not the liability of Centrica Business Solutions in any way. In no event shall Centrica Business Solutions be liable for indirect, special, incidental or consequential damages, whether arising from contract, tort or strict liability, at law or in equity, including but not limited to, loss of profits or revenue, economic loss, "down time", lost production or failure to meet contractual obligations. The total liability of Centrica Business Solutions shall in no event exceed the amount actually paid by the owner for the products or services which gave rise to the alleged claim, loss or damage.
9. The fixed cost and hourly maintenance rates listed on Exhibit A will escalate year on year at a rate equivalent to the greater of the relevant industry sub-set of CPI or 3% (in the preceding maintenance year). Price is for normal working hours, unimpeded unit accessibility and loading dock parking. Customer requested overtime, delays in access to the units (not under the control of Centrica Business Solutions) and off-site parking will result in additional charges at the prevailing rate. Total annual price of scheduled maintenance for year one of this agreement is **\$710.00** plus applicable taxes.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above-written.

ENER-G Rudox, LLC

[Village of Warwick]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – WORK TO BE PERFORMED

		MACHINE DATA		SCHEDULED MAINTENANCE PER YEAR		PRICE PER VISIT	
Make:	KOHLER	A.	FULL PM	1	\$460.00		
Model:	KG2204T	B.	SYSTEM CHECK	1	\$250.00		
Serial No.:	TBD						
Ref. No	N/A						
Kw Rating:	35						
Owner:	Village of Warwick- Pump station located between 105 & 107 Village Green Court						
	A.	B.	C.				
1.	X			Change lubricating oil			
2.	X			Change lube oil filters			
3.	X			Change fuel oil filters			
4.	X	X		Inspect air filter			
5.				Change air filter, if required			
6.	X			Adjust valves, as required by manufacturer.			
7.	X	X		Check coolant level and degree of protection and PH			
8.				Drain and flush cooling system and refill with 50% antifreeze solution			
9.	X	X		Inspect and adjust engine belts			
10.				Change engine belts, as required			
11.	X	X		Check flex connections and mountings			
12.	X	X		Check operation of jacket water heater			
13.				Change jacket water heater hoses, as required			
14.	X	X		Check battery level and maintain			
15.	X	X		Check operation of battery charging equipment			
16.	X	X		Lubricate necessary fittings			
17.	X			Inspect governor linkage, oil level and control			
18.	X			Inspect electronic governor connections			
19.	X	X		Repair minor coolant, lube and fuel leaks			
20.	X	X		Inspect day tank and pump control			
21.				Inspect spark plugs, magneto and coils; replace plugs as required			
22.	X			Drain condensate from day tank, if accessible			
23.	X			Check operation of remote fans, pumps and louvers			
24.	X			Inspect generator; clean, if necessary			
25.	X	X		Check auto start/stop mode			
26.	X	X		Check safety shutdown			
27.	X	X		Test fault lamps and replace bad bulbs			
28.	X	X		Operate electric set and check or reset for correct voltage and frequency			
29.	X			Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources			
30.				Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)			
31.				Load test machine with onsite load bank			
32.				Load test machine with load bank(s) supplied by Centrica Business Solutions			
33.	X	X		Dispose of all used material in accordance with applicable regulations			
34.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination			
35.	X	X		Inspect fuel supply lines			
36.	X	X		Clean up work area and wipe down equipment			

EXHIBIT B – BILLING PROCEDURE

Preventative maintenance shall be prepaid to Centrica Business Solutions by OWNER on the commencement date of this agreement annually in accordance with the rates enclosed herein. .

Additional work will be billed on a time and material basis using standard labor and parts prices in effect at the time the service is performed.

Labor rate at the time of this proposal will be \$135.00 per hour and mileage rate will be \$2.50 per mile.

Any work performed other than that listed on Exhibit A will be billed on the following schedule.

1. Parts and supplies – standard parts prices at the time service is performed plus special handling and air freight, if required.
2. Labor time is portal to portal and based on:
 - Standard rate between 7:00 AM and 4:00 PM weekdays (normal work days)
 - Sundays – double the standard rate
 - Holidays – two and a half times the standard rate
 - All other time is one and a half times the standard rate
3. For serviceman called to the job at times other than normal hours there is a minimum charge of four (4) hours. If call is between 7:00 AM and 12:00 PM on Saturday when Centrica Business Solutions is open there will be no minimum charge.
4. Mileage to and from jobsite and tolls.
5. Extra parts required at 10% discount.
6. Extra service labor required at 10% discount.
7. Generator rental required at 10% discount.

Current Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

Between

VILLAGE OF WARWICK, NEW YORK

And

ENER-G RUDOX, INC.

IN CONNECTION WITH

GENERATOR SERVICING

Three Year Contract – June 1, 2018 – May 31, 2021

This AGREEMENT, made as of the 25 day of June, 2018, by and between the **Village of Warwick**, Party of the First Part, **OWNER**, and **Ener-G Rudox** with offices 180 East Union Ave., East Rutherford, NJ 07073, Party of the Second Part, hereinafter referred to as the **CONSULTANT**:

WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained, the **OWNER** and the **CONSULTANT**, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

ARTICLE I DEFINITION OF PROJECT

That the **PROJECT** for which professional services shall be rendered under the terms of this AGREEMENT shall be for engineering services for **Generator Servicing**, hereinafter called the **PROJECT**.

ARTICLE II SERVICES TO BE RENDERED

That the professional services to be rendered by the **CONSULTANT** shall be in accordance with generally accepted professional practice, shall be sufficient to perform the functions herein desired and contemplated, and shall comprise those services as further outlined in the Scope of Services, including period of performance and term, attached as Appendix A, which is incorporated into and made a part of this AGREEMENT.

ARTICLE III PAYMENT FOR SERVICES

That payment for the services described in Article II shall be made by the **OWNER** to the **CONSULTANT** in such manner and amounts and at such times as follows:

CONSULTANT shall submit invoices to OWNER monthly. Invoiced amounts shall be based on the CONSULTANT's progress toward completing the project in relation to the total value of the services. CONSULTANT shall provide a progress report with each invoice.

Payment shall be as follows:

June 1, 2018 – May 31, 2019	\$ 4,014.50	Lump Sum
June 1, 2019 – May 31, 2020	\$ 4,014.50	Lump Sum
June 1, 2020 – May 31, 2021	\$ 4,014.50	Lump Sum

Non-Emergency Service Rate \$ 95.00 Per Hour
For services required outside of the services provided under the Annual Service Contract on a Non-emergency basis

Emergency Service Rate \$ 142.50 Per Hour
Where provider is required to and responds to the Village within 4 hours of a request made by the Village

OWNER shall make payment of invoiced amounts within 30-days of the approval of the invoice.

ARTICLE IV OWNERSHIP OF DOCUMENTS

It is agreed that documents created as a result of the PROJECT are the property of the OWNER. The OWNER may not make changes to the documents without the concurrence of the CONSULTANT. If requested by the OWNER, the CONSULTANT shall supply copies of normally unpublished documents developed in the course of the CONSULTANT's work under this AGREEMENT, and kept by the CONSULTANT for the future use of the OWNER, in accordance with Article IX hereof and at the actual cost of reproduction plus ten percent (10%).

ARTICLE V ADDITIONAL SERVICES

That should the performance of services in addition to those set forth in Article II become necessary or desirable, such additional services shall not be undertaken by the CONSULTANT unless requested and approved in writing by the OWNER and the CONSULTANT. It is also agreed that such additional services shall be compensated for on a basis to be agreed upon in a written Supplemental Agreement and for an amount in addition to that specified in any other Article herein. If the method of payment is not stated, payment shall be made monthly and fees shall be based on the CONSULTANT'S Current Billing Rates Schedule as provided by the CONSULTANT as part of the AGREEMENT. Owner shall not be responsible for payment for any services outside of the scope of this agreement or its written addendums.

ARTICLE VI WORK ABANDONED OR DEFERRED

That in the event services on the whole or for any portion of the PROJECT are

Memo

Date: March 9, 2020

To: Mayor Newhard & The Village Board

From: Mike Moser, DPW Supervisor

Re: Gove Deals/Surplus Equipment Disposal

Motion to access our account at GovDeals.com to auction the following Surplus Equipment:

One Lot of 4 Asphalt Spreader Boxes
2011 Paladin FFC Snow Blower
(2)1972 Onan 30 EK Generator
2012 McConnel Rotary Power Arm
2001Freightliner HC70 Johnston Street Sweeper
2000 International 2574 Dump Truck
1995 Ford Econoline E350
Ford 545A Loader/Backhoe
2003 Chevrolet Express 3500 Cargo
2003 Chevrolet Silverado 2500HD 4WD
Tow Behind Cement Mixer

Equipment will be placed on Auction site once approval is received.

Barton &Loguidice

January 20, 2020

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

Re: Proposal for Engineering Services
Water Storage Tank Capital Improvement Plan
File: 1334.015.001

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for updating the Water Storage Tanks Capital Improvement Plan, which we originally completed in June 2015. The American Water Works Association (AWWA) recommends inspections of water storage tanks every five (5) years. The tanks were last inspected in 2013. The updated plan will incorporate the findings from on-site inspections of each of the five (5) water storage tanks, and provide recommendations for the most cost effective solutions for long-term operation of the water storage tanks.

1. Valley View Tank
2. Chelsea Gardens Tank
3. Highland Tank
4. Ridgefield Tank
5. Hilltop Tank

Scope of Services:

B&L proposes to provide the following scope of services:

1. Water Storage Tank Inspection Services

B&L will subcontract the tank inspections to a specialized contractor experienced in inspecting water storage tanks. The inspections will include a structural, sanitary, and coating inspection of the tank interior and exterior. The inspector will also examine the existing protective coating thickness and obtain measurements of the exterior paint system, take ultrasonic metal thickness measurements on the lower sidewall exteriors, do a swab analysis to determine if the interior and/or exterior paints contain lead, and take at least one (1) adhesion test of the exterior protective coating by a Tape Adhesion Test to determine if the existing paint system will adhere well enough to have another paint system applied on top of it.

2. Capital Improvement Plan Update

Results from the inspection services will be examined and summarized in the updated Capital Improvement Plan. The plan will study the condition of the existing tanks and specifically the existing coatings to identify the improvements required to increase and extend the life of the



tanks. An opinion of probable costs will be prepared for the improvements and compared with their effectiveness to make cost effective recommendations. The recommendations will be prioritized from the critically urgent improvements down to the less urgent minor improvements.

B&L will review and present the findings of the plan to the Village. One (1) meeting is included.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of \$14,500. We would not exceed this amount unless the Village Board first authorized a modification of the scope and fee. Services would be invoiced to the Village monthly through the invoice date.

Fee Summary:

Inspection Services	\$ 9,500
Capital Improvement Plan	<u>\$ 5,000</u>
Total	\$14,500

Thank you for the opportunity to be of continued service to the Village of Warwick. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the company name.

Donald H. Fletcher
Senior Vice President

DSB/tlh

Attachment: Standard Terms and Conditions

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in accordance with the terms proposed herein, and the attached terms and conditions.

Michael J. Newhard, Mayor
Authorized Printed Name

Authorized Signature
Village of Warwick

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under 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. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly engineering opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.


9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD
FROM: MIKE MOSER, DPW SUPERVISOR 
SUBJECT: SEASONAL LABORER
DATE: MARCH 9, 2020

Motion to advertise for Two Seasonal Laborer's at a rate of \$14.00 hr. Each laborer will be hired for a 12-week period at 40 hours per week. Start date to be determined by DPW Supervisor.

Raina Abramson

From: Raina Abramson
Sent: Tuesday, February 11, 2020 2:48 PM
To: 'Lisa Ryan'
Subject: RE: June Wedding

Hi Lisa,

Thank you for your request. Yes, please provide a certificate of insurance naming the Village as an additional insured covering the dates requested. Once received, we can place this request on the next VB agenda.

Thank you,
Raina

From: Lisa Ryan <admin@whsny.org>
Sent: Tuesday, February 11, 2020 1:58 PM
To: Raina Abramson <clerk@villageofwarwick.org>
Subject: June Wedding

Hello Raina,

We have rented Lewis Park again for a wedding reception for June 6, 2020. They are renting a port-o-john and would like to park it on Church Street. I have attached a drawing of where the trailer will need to be. Same place as last time but no catering trailer just the port-o-john.

The port-o-john trailer would be dropped off on Friday, 6/5/20 and picked up Monday, 6/8/20 morning. The dimensions would be 18.5 W x 18 L.

The renters will also get the village an insurance certificate. Do you need this before the meeting or after?

If you need anything else or have any questions, I will be in the office today until 5:00, tomorrow 9-4 and Friday 9-2.

Thank you in advance for your help with this.

Lisa A. Ryan

Office Manager
Warwick Historical Society
PO Box 353
Warwick, NY 10990
845-986-3236 ext. 101
845-986-8932

WARWICK LITTLE LEAGUE
PO Box 153
Warwick, NY 10990

March 4, 2020

Honorable Michael Newhard
Mayor
Village of Warwick
77 Main Street
Warwick, NY 10990

Re: 2020 Little League Season, Parade and Picture Day

Dear Mayor Newhard and Trustees:

The Warwick Little League requests the Village's permission for use of the Memorial Park and Stanley Deming fields for the 2020 Little League season, which will extend from March 1 to November 15. Little League will be responsible for daily preparation of the fields and is willing to be responsible for scheduling use of the fields with other users including travel baseball and softball teams. Completed application and insurance certificate have been submitted previously.

In addition, the League is requesting permission to hold its Opening Day Parade and Picture Day on Saturday, April 18. The parade will step-off promptly at 10:00 AM with lineup beginning at 9:30 AM. This year we are asking that High Street be closed to traffic starting at 9 AM to serve as the parade assembly area with barriers provided by the DPW. Also, we request that the parking spaces on the east side of Main Street between High and Church Streets be designated as "No Parking" so they can be used for drop-off of participants.

The parade would follow the route of Main Street, Railroad Avenue, South Street, Parkway, Park Lane, and then crossing Forester Avenue into Memorial Park. As always you and the Trustees are invited to march or ride in the parade and join us for the opening ceremonies. For Picture Day activities we request use of the Memorial Park Pavilion and the surrounding area between 8 AM and 6PM on April 18.

On behalf of the players and their families thank you for your continued support. If you would like to discuss any aspect of this request, please contact me.

Sincerely,


Barry Cheney
Director, Village Liaison

Cc: Mike Moser, Supervisor, Village DPW
Thomas McGovern, Chief, Warwick Police Department

RECEIVED

MAR 04 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

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

FACILITY USE REQUEST

Today's Date: MARCH 4, 2020 Date(s) Requested: MARCH 4, 2020 Time of Event: WHILE PARK IS OPEN
Set Up Time: N/A Break Down Time: N/A AND EXTENDING TO 10 PM
FOR GAMES ON LIGHTED
FIELDS

Village Park/Facility Requested: MEMORIAL PARK

*Please use attached map to indicate areas to be used.

Name of Event (Purpose of Use): YOUTH BASEBALL AND SOFTBALL

Name of Organization or Individual: WARWICK LITTLE LEAGUE

Check one: ☒ Non-Profit ☐ 501(c)3 ☐ For Profit ☐ Private Event

Proof of Residency: DRIVERS LICENSE

Designated Contact: BARRY CHENEY

Mailing Address: PO BOX 153, WARWICK NY

Email: barnycheney@gmail.com

Telephone Day: 201-317-6484

Evening: 201-317-6484

Cell: 201-317-6484

Total Participants Expected:

Adults: 250

Children: 150

Village of Warwick Participants (Number): 150 Non-Resident Participants (Number): 250

How will event be advertised? ONGOING COMMUNICATION WITH PARTICIPANTS

Is material or equipment required from the Village of Warwick? ☒ Yes ☐ No

If needed, state type and for what purpose: MOWING OF FIELDS, WATER SERVICE FOR CONCESSION
STAND AND IRRIGATION SYSTEM

Is admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for?

Will food be served? ☒ Yes ☐ No

If yes, please give details: LEAGUE OPERATES A CONCESSION STAND

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of WARWICK LITTLE LEAGUE (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by WARWICK LITTLE LEAGUE (Name Organization).

Barry Cheney

Signature of Organization's Representative (Must be a Village of Warwick Resident)

Address: 5 PARKWAY, WARWICK NY

Telephone: 201-317-6484

Clerk Use Only: Security deposit check # 2914

Police approval (if applicable) ☒

Certificate of Insurance ☒

*Items on file in the Clerk's office

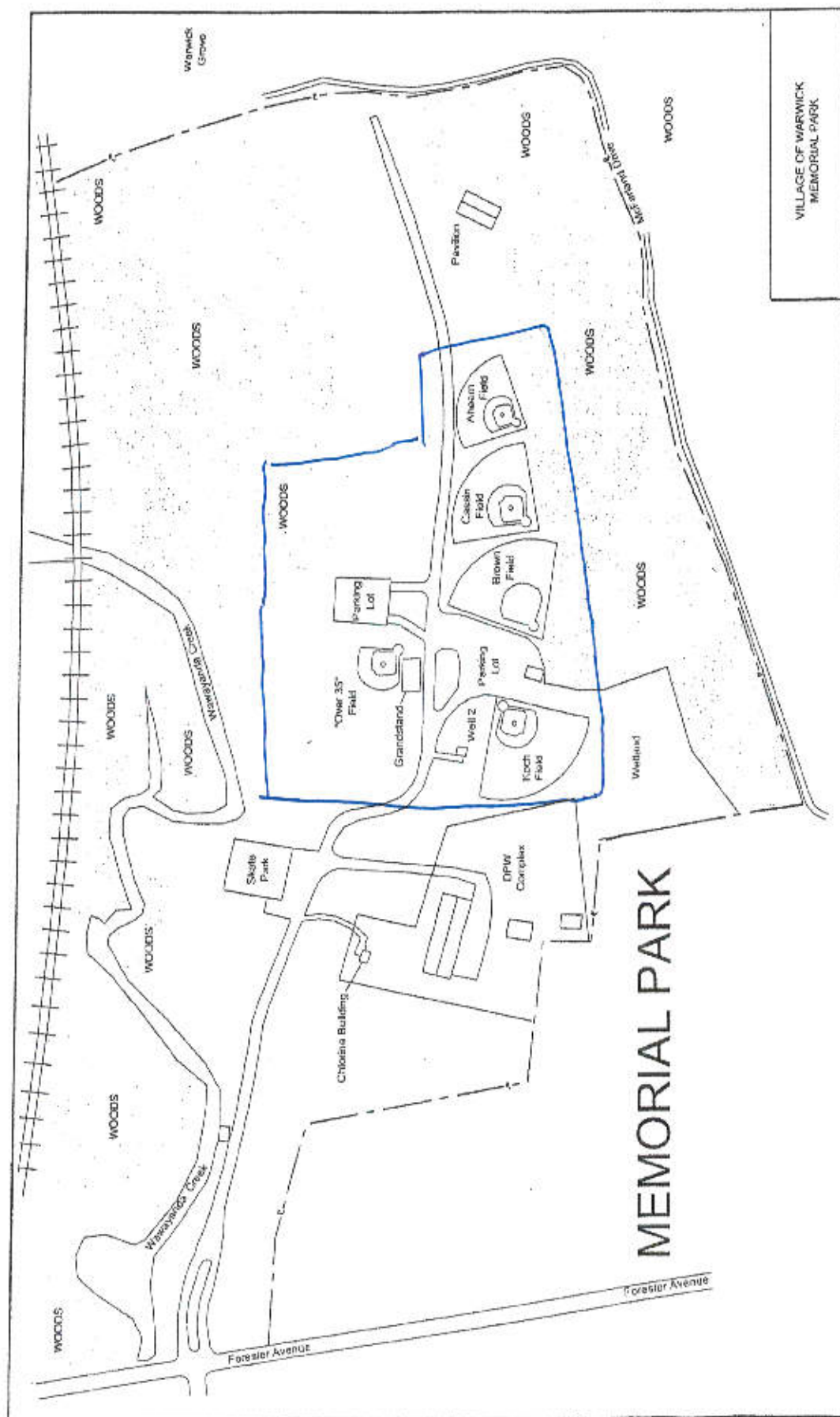
22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

FACILITY USER does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services.

I have read the Facilities Use Requirements


Signature

MARCH 4, 2020
Date





[HOME](#) [REGISTER](#) [AGENDA](#) [HOTEL](#) [VENDORS](#)

Annual Meeting General Information

May 3-5, 2020 | Sagamore Hotel, Bolton Landing

[REGISTER NOW](#)

Meeting Registration Rates:

FULL PROGRAM

*Early Bird Available until April 10th**

- Member City/Village Municipal Rate: \$285
- First-Time Municipal Attendee Rate: \$190
- Non-Member Municipal Rate: \$485
- NYCOM Network Gold/Silver/Bronze Patron: \$425
- Other Company/Organization: \$565

ONE-DAY PROGRAM

*Early Bird Rate Available until April 10th**

- Member City/Village Municipal Rate: \$195
- First-Time Municipal Attendee Rate: \$150

- Non-Member Municipal Rate: \$245
- NYCOM Network Gold/Silver/Bronze Patron: \$215
- Other Company/Organization: \$335

***Registration Rate for all registrations after April 10th will increase \$15 for members and \$25 for non-members.**

Both the FULL PROGRAM and ONE-DAY registration rates include participation in all sessions, the trade show, breaks, and Sunday and Monday receptions. If you are not staying at the Sagamore Hotel and you wish to participate in meal functions, select your meal options during the meeting registration process.

Policy on Access for the Disabled

The Conference of Mayors makes every effort to plan meetings which are accessible to the disabled. NYCOM requests advance notice by the registrant (including on-site registrants) so that we can make appropriate arrangements.

Attire

The attire for the meeting is casual, except for the banquets Sunday and Monday evening for which business attire is recommended.

Authority to Attend

Attendance at this training event is permitted by section 77-b of the General Municipal Law. Subdivision 2 of the section permits a city to authorize attendance by "any of its members or any officer or employee ... or other person who has been elected pursuant to law to a public office of a municipality for which the term of office has not commenced ..." You are entitled to be reimbursed for all actual and necessary costs incurred while attending this program.

Additional Policies

Refunds will be made in full for registration ONLY if you notify NYCOM no later than April 28, 2020.

REGISTER NOW



[HOME](#) [INFORMATION](#) [REGISTER](#) [AGENDA](#)
[VENDORS](#)

Annual Meeting Hotel Details

May 3-5, 2020 | Sagamore Hotel, Bolton Landing

The Sagamore Hotel is the meeting headquarters for the 2020 Annual Meeting. All sessions and meals are held at the Sagamore Hotel. If you are staying at the Sagamore Hotel, breakfast, lunch and dinner are included in your stay. Check-in time is 4:00 p.m., so meals included begin at dinner and end at breakfast for each night of your stay. Additional meal options may be purchased during the meeting registration process.

Sagamore Hotel Rates:

SINGLE: Rates vary from \$309-\$379 per night based on your selection of room type.

DOUBLE: Rates vary from \$459 -\$529 (\$229.50-\$264.50 per person) per night based on your selection of room type.

MUNICIPAL OFFICIAL PLUS GUEST: When making a reservation, you will be charged the applicable double rate, upon arrival, you should ask that the room folio be separated into two payments, one for the municipal official and one for the guest.

** The resort fee of \$25.00 per room/per day that is posted on the online reservation form has been waived and you will not be charged this fee**

*** Tax-exempt forms must have the exact information as the initial reservation. If the form does not match, you will be charged tax.*

BOOK YOUR HOTEL RESERVATION HERE

If you need special assistance, you may call the Reservations Department at (866) 385-6221 and identify yourself as being with NYS Conference of Mayors & Municipal Officials.

A credit card is required to confirm each reservation. A non-refundable \$35.00 processing fee will be charged at the time of booking. The balance of the stay will be charged to this card 14 days prior to the arrival date. Should the reservation be canceled more than 14 days prior to arrival, the \$35.00 processing fee will be forfeited. If the cancellation is made 14 days or less from arrival, the total amount will be forfeited. In the event you do not arrive on your arrival date, your reservation will be canceled and the amount collected will be forfeited at that time.

Check-in: 4:00 p.m. | Check-out: 11:00 a.m.



[HOME](#) [INFORMATION](#) [REGISTER](#) [HOTEL](#)
[VENDORS](#)

Annual Meeting Agenda

Sunday, May 3

12:00 p.m.

NYCOM Registration Desk Opens

2:00 p.m.

Meeting of the Nominating Committee

2:30 p.m.

NYCOM POLICY COMMITTEES

- Finance
- Energy and Environment
- Community Revitalization
- Employee Relations

4:00 p.m.

CONCURRENT SESSIONS

- Municipal Finance Fundamentals
- Best Practices to Avoid Meeting Maelstroms

- Downtowns and Main Streets: Tools to Bring them Back to Life
- Eight Mental Thoughts to Live and Work By

5:00 p.m.

Women Officials Network (WON) Mixer

6:00 p.m.

WELCOME RECEPTION

7:00 p.m.

ANNUAL AWARDS DINNER
CELEBRATION

Honoring the Winners of:

- "If I Were Mayor, I Would..."
- 33rd Local Government Achievement Awards
- NYMIR Risk Management Award
- Comp Alliance Leadership Award

8:30 p.m.

Entertainment

Monday, May 4

7:30 a.m.

NYCOM Registration Desk Opens

8:30 a.m.

CONCURRENT SESSIONS

- Good Things Come in Small Packages? The Legal Framework of Siting Small Wireless Facilities
- FAQs about IDAs: What City and Village Officials Need to Know about Industrial Development Agencies
- The Many Benefits of a Community Forest

- Whistleblower Alert: Investigating Employee Misconduct

9:30 a.m.

ANNUAL BUSINESS MEETING

- Proposed Amendments to NYCOM's By-Laws
- Report of Nominating Committee
- Election of Officers

9:45 a.m.

OPENING GENERAL SESSION

Keynote Speaker

11:30 a.m.

CONCURRENT SESSIONS

- What Will Our Cities and Villages Look Like With E-Bikes & E-Scooters
- FOIL and The Open Meetings Law: Threading the Needle of New York's Sunshine Laws
- Albany Update
- Earth, Wind, and Fire Water - Environmental Policies Panel

12:30 p.m.

LUNCH

- Recognize EOA's Certified Municipal Elected Officials

1:45 p.m.

CONCURRENT SESSIONS

- Opportunity Zones: How Local Officials Can Leverage the Federal Government's Main Economic Development Program

- Another Day Another Dollar - State Funding for Local Governments
- Signs, Holiday Displays, Door-to-Door Solicitation, and Protests: The First Amendment in a Nutshell
- Finding Common Ground

3:00 p.m.

CONCURRENT SESSIONS

- Painful Lessons: What We've Learned From 25 Years of Workers' Compensation Claims
- Litigation Trends Afflicting Local Governments: What to Expect and How To Prepare 'Cause They're Coming for You'
- Cannabis in New York: What Does It Mean for Our Communities and Our Workforce
- The Americans with Disabilities Act Mandates: From Websites to Streets and Sidewalks

4:00 p.m.

CONCURRENT SESSIONS

- The 2019 Criminal Justice Reforms: How Are They Working? What Has Changed?
- She Persisted - Women in Local Government Panel
- Streets and Sidewalks and Everything in Between

6:30 p.m.

BANQUET

- Annual Installation of Officers

8:30 p.m.

PRESIDENT'S RECEPTION

9:00 p.m.

FIREWORKS

Tuesday, May 5

7:30 a.m.

NYCOM Registration Desk Opens

9:00 a.m.

CONCURRENT SESSIONS

- How to Navigate the CFA Process
- Vacant and Abandoned Properties:
The Newest Tools Local Governments
Have to Deal with Problem Properties
- Put Your Best Foot Forward: Using
Social Media to Showcase Your
Community and Engage Your Residents

10:15 a.m.

PLENARY SESSION

Stump the Staff



OFFICE OF COMMUNITY DEVELOPMENT

Nicole Andersen, Director
40 Matthews Street, Suite 307A

Goshen, NY 10924

Tel: (845) 615-3820 • Fax: (845) 360-9093

Email: CommDev@orangecountygov.com

Steven M. Neuhaus
County Executive

February 4, 2020

Dear Urban County Consortium Member:

We are pleased to announce the start of the FY-2021 Community Development Block Grant (CDBG) Municipal Grant Application process. The application will only be transmitted via email and is also available on the Community Development website at <https://www.orangecountygov.com/192/Community-Development>. Please feel free to share the information with any other interested party.

Enclosed with this letter is the FY-2021 CDBG Program Year Calendar. Please take a few moments to review all important deadline dates as several key dates have been changed. Any municipality that submits an application for funding must hold a public hearing to inform citizens of the opportunity to apply for federal funding, review its community development needs, and obtain citizen input, particularly from people with low to moderate income, on which activities should be included in funding proposal and application, and authorize the Municipal Official to submit an application. All municipal applications are to be submitted to the Office of Community Development (OCD) no later than 4:00 PM, Friday, April 24, 2020.

At least one representative from the Applicant/Municipality must attend a **MANDATORY Application Workshop on Thursday, February 20, 2020 from 9:30 a.m. to 12 noon at the Orange County Emergency Services Center**, Classroom 2, 22 Wells Farm Road, Goshen, NY. There can be no exceptions to the application deadline or attendance at the meeting. As ***there are many changes to the application process this year***, we suggest that the Municipal Official, Primary Contact, Project Manager and Engineer (if applicable) attend. To register, e-mail a list of Attendees with their Contact Information to jsatenberg@orangecountygov.com, by **February 19, 2020**.

Thank you for your continued interest in this important program and we look forward to assisting you with your FY-2021 municipal application. If you have any questions, please do not hesitate to contact Alaina Walag, Community Development Project Manager at (845) 615-3817 or awalag@orangecountygov.com.

Sincerely,

Nicole Andersen

Nicole Andersen
Director of Community Development

**Program Fiscal Year 2021
Orange County Urban County Consortium
Community Development Block Grant (CDBG) Application**

*****CDBG Applications must be submitted to the Orange County Office of Community Development no later than 4:00 p.m. on Friday, April 24, 2020*****

This program is funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered locally by the Orange County Office of Community Development. The CDBG Program provides annual grants on a formula basis to Entitlement Communities to support viable communities by providing decent housing, suitable living environments and expanded economic opportunities to benefit people with low to moderate incomes. No more than 15% of CDBG funds for any fiscal year may be used for public service activities. The Orange County Urban County Consortium anticipates receiving approximately **\$1.6 million** from the US Department of Housing and Urban Development (HUD) for the Fiscal Year 2021 (January 1, 2021 – December 31, 2021) Community Development Block Grant (CDBG) Program of which, approximately \$1,000,000.00 dollars are to be distributed to member municipalities. CFDA # 14.218, 24 CFR Part 570. The Community Development Program is now beginning its 38th year of operation in Orange County. To date, over **\$75,000,000** has been made available to the County and participating communities.

Projects must serve Orange County residents with low to moderate incomes. Census data and Municipal maps depicting the low-moderate income areas in each of the participating municipalities is provided on the Orange County Office of Community Development website: (<https://www.orangecountygov.com/192/Community-Development>).

CDBG Application and Process for FY 2021:

Technical Assistance

At least one representative from the Applicant/Municipality's must attend a **MANDATORY Application Workshop on Thursday, February 20, 2020 from 9:30 a.m. to 12 noon at the Orange County Emergency Services Center**, Classroom 1, 22 Wells Farm Road, Goshen, NY. OCD will give an overview of the program, provide application assistance and answer any questions. There can be no exceptions to the application deadline or attendance at the meeting. As **there are many changes to the application process this year**, we suggest that the Municipal Official, Primary Contact, Project Manager and Engineer (if applicable) attend. To register, e-mail a list of Attendees with their Contact Information to jsatenberg@orangecountygov.com, by **February 19, 2020**.

Staff is available to provide technical assistance during the application process and implementation. Contact Alaina Walag, Community Development Project Manager at (845) 615-3817 or awalag@orangecountygov.com to have your application reviewed or to discuss potential projects for eligibility.

All applicants must be available to provide a tour/overview of their project on May 21 or May 28, 2020 and are welcome to present their project at a public hearing on April 3, 2020 at 3 p.m. at the Orange County Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY. Applicants will be notified of the date and time for their tour. A second public hearing will be held October 22, 2020 at 5 p.m. at the Office of Community Development.

Project Award

Only one (1) application per applicant is allowed per year.

There is a minimum application amount of \$25,000 and a maximum of \$375,000 for projects that are to be completed within one (1) year. If an applicant is awarded more than \$125,000 for a project, that applicant will be ineligible to apply again for three years. Should project costs increase post-award, the grant award will not be adjusted upward. Matching funds are not required but recommended.

Project Term Completion Date

Once all conditions of award are met (see Successful Applicant Requirements below) and a contract is executed with the County, **the project must be completed within 12 months from the Notice to Proceed date.** OCD will monitor the progress of project work and will recapture awarded funds if significant progress is not made.

Eligible Applicants and Project Benefit Area

CDBG funds are available through the Orange County Urban County Consortium for all municipalities in Orange County which have elected to be a member of the consortium. The following municipalities have elected not to participate in the County's program and therefore projects that primarily serve these communities generally are not eligible: City of Newburgh, City of Middletown, City of Port Jervis, Town of Palm Tree, and Village of Kiryas Joel. Eligible Municipalities may also apply on behalf of a Non-Profit Subrecipient.

Application Requirements

- The CDBG application requires an approval by the governing body (municipal or non-profit) and must be signed by the Supervisor, Mayor, Village Manager, or an authorized representative of the non-profit applicant. Applications **must be discussed at a public meeting with time for public comments. Submit notice of meeting and minutes showing the action and provide a copy of the resolution. A sample is included for use.**
- Renovation or construction of buildings used for the general conduct of government (Town or Village Halls or Office buildings or garages) is **NOT** an eligible activity, **except for handicap accessibility** in compliance with current ADA code requirements.
- **Current Cost Estimate** prepared by an individual knowledgeable in the preparation of such estimates, using federal construction requirements, including, but not limited to, Federal wage rates **MUST** be included with application.
- **Incomplete applications will NOT be considered for funding.** Be sure to complete all sections of the application and provide all requested documentation.
- **DUNS Number:** § 200.32 Data Universal Numbering System (DUNS) number. DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities. A non-Federal entity is required to have a DUNS number in order to apply for, receive, and report on a Federal award. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- **Registration on www.sam.gov** is required by HUD for all entities in order to receive CDBG funding. Proof of registration along with CAGE code is required at the time application. ***Register as soon as possible.
- **Fair Housing Resolution** - Orange County takes fair housing responsibilities very seriously. All participating municipalities must adopt the attached draft municipal resolution that reinforces the municipality's commitment to federal and state fair housing regulations and post the Fair Housing Notice (note attached) on the website.

Project Selection Process and Scoring of Applications

The County's CDBG Program is funded by the Federal government. Federal laws, regulations and guidance supersede County policies and procedures in any case where they conflict.

Applications are reviewed for completion. Applications that lack required items or contain technical errors will be notified by email and given ten (10) calendar days to correct the error. Failure to submit the missing items by the deadline will result in ineligibility.

Members of the CDBG Advisory Committee are appointed by County Executive to review applications and make project and funding allocation recommendations. Applicants might be asked to give a tour of the project or a presentation to the Committee as part of the process. Committee recommendations are published in draft form and public comment is invited prior to a public hearing. The County Executive makes the final project award selections for submission in the form of a One-Year Action Plan, which HUD must approve before final

award Agreements are executed. Projected timelines for these activities are in the Community Development Annual Calendar; however, the exact dates are subject to change. CDBG funding payments to grant recipients will be negotiated and detailed in the final award Agreements and the new program year begins January 1, 2021.

In selecting projects for funding this year, Orange County will consider the following factors:

- Attendance of applicant representative at CDBG Application Workshop
- Submission of application by due date
- Completeness of application and inclusion of all required attachments
- Detailed project description
- Project eligibility
- Demonstration of the project's ability to meet a national objective in assisting individuals with low and moderate incomes
- How does the project support viable communities by providing decent housing, suitable living environments and expanded economic opportunities to benefit people with low to moderate incomes?
- Project can be completed within a reasonable time frame of one year
- Amount of Community Development dollars per low to moderate income beneficiary
- Reasonableness of Costs and a budget that reflects fiscal prudence and a readiness to proceed - Is there a logical justification for all expenses in the budget? Is there an explanation for each budget line that clearly supports the applicant's need for financial resources to achieve project outcomes? Does the proposal describe how the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget?
- Sound administrative infrastructure and capacity, including demonstration of project planning, administrative structures, turnover in staff, weaknesses identified in prior onsite or offsite reviews, and audit or financial statement findings in management letters
- **Past performance on prior CDBG funded projects - Consideration may be given to how timely an applicant completed previous projects, including its reporting requirements; how successful it was in outreach, especially to minority- and woman-owned businesses; the ongoing upkeep and maintenance of the funded project; and its cooperation in inspections, monitoring, and other activities.**

Successful Applicant Requirements

Successful applicants are advised NOT to begin work until a project contract with the County of Orange has been fully executed and written notice to proceed from the Office of Community Development has been issued. Proceeding without advance OCD approval will jeopardize grant reimbursement. ***Certain conditions of award must be met to the satisfaction of OCD before any choice limiting actions are undertaken by the applicant/grantee including environmental and historic preservation reviews (including archeological review) and documentation of all necessary approvals to undertake the project.***

Project costs are eligible for CDBG funds only if the specified work meets HUD and Orange County Office of Community Development standards and the expenditures are made in compliance with federal, state and county requirements. Failure to comply with these requirements could jeopardize full eligibility for payment of project costs. Requirements include:

- Pursuant to Article 15A of the Executive Law, Minority and Women-owned Business Enterprises/Equal Employment Opportunity, grant recipients will be required to solicit MWBEs before commencing work and to document efforts involving MWBEs during the project term.
- Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money.
- All projects on property eligible or listed on the National or State Registers of Historic Places must be satisfactorily documented so that the State Historic Preservation Office can ensure work was done in conformance with the Secretary of the Interior Standards.

- For any project involving ground disturbance (trenching, grading, demolition, new construction, etc.), prior ground disturbance documentation or an archeological investigation will be required.
- Any permits required from agencies such as the NYS Department of Environmental Conservation (DEC) or the US Army Corps of Engineers (COE) must be filed with the State before construction begins.
- The Office of Community Development must accept/approve plans and specifications, bid documents, competitive bidding procedures, and Forced Labor Utilization Plans.
- Federal wage rates (Davis-Bacon Act) apply to all CDBG funded construction or renovation projects.
- Office of Community Development staff will conduct periodic inspections, including a final inspection of the project, and may conduct post completion inspections as warranted to ensure the public benefit is maintained.

Thank you for considering the submission of an application to the Orange County Community Development Block Grant Program. We look forward to working with you to ensure a successful year of grant applications. Please do not hesitate to contact our office with any questions concerning the enclosed grant application:

Orange County Office of Community Development
40 Matthews Street, Suite 307A, Goshen, NY 10924
Telephone: 845-615-3820 - e-mail: CommDev@orangecountygov.com
<https://www.orangecountygov.com/192/Community-Development>

Warwick Community Bandwagon Inc.
D.B.A. Warwick Valley Community Center
11 Hamilton Ave
Warwick NY 10990
845-986-6422



February 26 2020

TO: Honorable Mayor Michael Newhard and Village Board:

Warwick OCNV Pride Event and Parade 2020

The 8th Annual Warwick OCNV Pride event, celebrating our LGBTQ community, is happening on **Sunday, June 14th 10am-5pm**

The family friendly party starts at 10am at the W V Community Center, 11 Hamilton Avenue with a free rainbow bagel brunch. Make signs, noisemakers and body art for the parade. Help decorate the floats. Make your own float!! LGBTQ advocacy groups will be on-hand to chat and distribute information.

We will have vendors set up on Railroad Ave from 11am until 5pm. We are requesting the closure of Railroad Ave from 9am until 7pm.

The parade kicks off from the Community Center at 1:00pm. The route is Orchard Street to Main Street, South Street to Railroad Ave, arriving at the Railroad Green at 1:30pm for performances, magic shows and live music suitable for all ages.

You're welcome to march under your organization's banner and show your support for our LGBTQ community. Free and open to all. The event is sponsored by the Warwick Valley Community Center and Safe Space America

For more info contact: [OCNV Pride Event Page](#) on FB or WV Community Center (845) 986-6422

Itinerary:

10:00 to 12:30 Brunch and Parade Prep Party at WV Community Center
9:00 Vendor Set up- RR Ave closed- 11am Vendors open on Railroad Ave
1:00 pm Parade leaves WV Community Center
1:30- 5:00pm Railroad Green with Speakers, live music and performances
5:00-7:00pm clean up reopen RR Ave

RECEIVED

FEB 27 2020

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**

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

FACILITY USE REQUEST

Today's Date: Feb 26 2020 Date(s) Requested: June 14 2020 Time of Event: 11am
Set Up Time: 9am Break Down Time: 5-7pm

Village Park/Facility Requested: Railroad Ave and Railroad Green

*Please use attached map to indicate areas to be used.

Name of Event (Purpose of Use): 8th Annual PRIDE Parade and celebration

Name of Organization or Individual: Warwick Valley Community Center

Check one: ☐ Non-Profit ☒ 501(c)3 ☐ For Profit ☐ Private Event

Proof of Residency: Yes Designated Contact: Kerry Demetroules

Mailing Address: 11 Hamilton Ave Warwick NY Email: warwicknyccommunitycenter@gmail.com

Telephone Day: 845-986-6422 Evening: _____ Cell: 845-800-4417

Total Participants Expected: Adults: 175 Children: 75

Village of Warwick Participants (Number): 150 Non-Resident Participants (Number): 100

How will event be advertised? Newspapers, Social Media, Banners, Posters, Flyers

Is material or equipment required from the Village of Warwick? ☒ Yes ☐ No

If needed, state type and for what purpose: Railroad Parking meter covers for


Is admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for? _____

Will food be served? ☒ Yes ☐ No

If yes, please give details: Rainbow Bagel Brunch at the Community Center

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Valley Community Center (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Valley Community Center (Name Organization).


Signature of Organization's Representative (Must be a Village of Warwick Resident)

Address: 9 Campbell Rd Warwick NY

Telephone: 845-800-4417

Clerk Use Only: Security deposit check # 10115
Police approval (if applicable) ☒

Certificate of Insurance ☒
*Items on file in the Clerk's office

21. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc.
22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

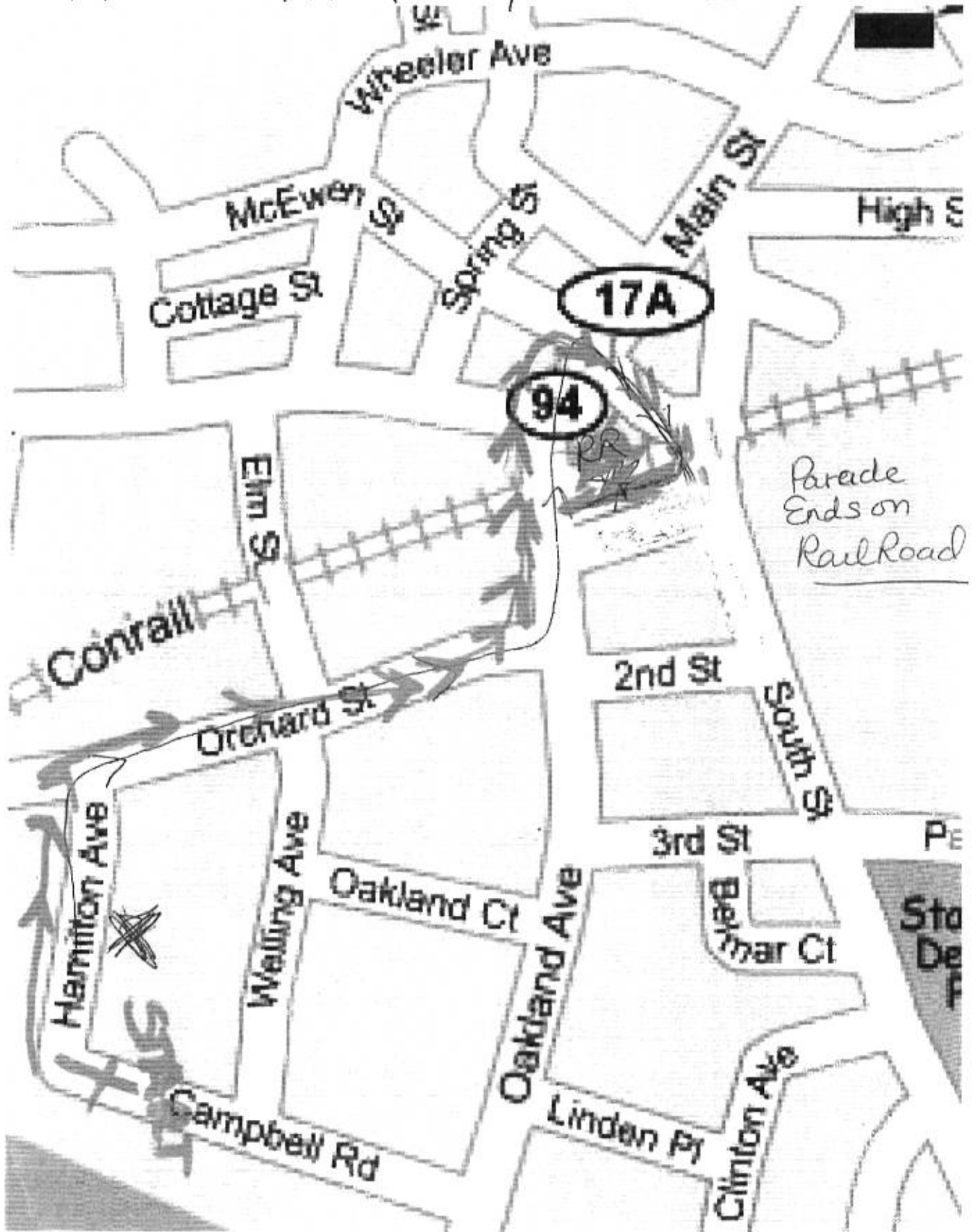
FACILITY USER does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services.

I have read the Facilities Use Requirements


Signature

Date

June 14 2020 100 - 2pm RR Road Closed
PRIDE PARADE ROUTE til 4pm



Town of Warwick
Receiver of Taxes
132 Kings Highway
Warwick, NY 10990
PHONE 845-986-1125 EXT 249

RECEIVED

MAR 11 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

03/04/2020

Village of Warwick
77 Main St
Warwick, NY 10990

Bill #: 003504
Tax Map #: 210-11-2
Parcel Location: 50 Orchard St

Tax Amount Due:	\$519.99
Penalty Due:	\$10.40
Service Charge Due:	\$0.00
Notice Fee Due:	\$2.00
Total Due:	\$532.39
If Paid By:	March 31, 2020

SECOND NOTICE AS PRESCRIBED BY LAW

As of the above date, the 2020 Town and County taxes on your property remain unpaid. If the taxes should have been paid through a real property tax escrow account, please immediately notify the holder of the account that the taxes have not been paid.

Taxes may be paid to this office at 132 Kings Highway until March 31st, 2020
Office Hours: 8:30am - 4pm Monday, Wednesday and Friday
(Tuesday 3/31)

CREDIT CARDS ARE ACCEPTED ONLINE ONLY AT
EGOV.BASGOV.COM/WARWICK

The additional fees are as follows:

VISA, MASTERCARD, AMEX AND DISCOVER CREDIT CARDS - 2.45% OF THE TOTAL TAX DUE AT
TIME OF PAYMENT

VISA DEBIT CARD - \$3.95

ACH (E-CHECK) ELECTRONIC CHECK - \$1.75

On April 1st all delinquent (UNPAID) taxes are returned to the Commissioner of Finance, County of Orange, for COLLECTION. Additional penalties will be added at that time. Please contact Commissioner of Finance Department Orange County, 255 Main Street, Goshen, NY 10924 (845) 291-2480 for payment information after April 15th.

If you have questions please contact this office at (845) 986-1125 Ext. 249 prior to March 31st.

If your payment has been mailed prior to the date of this notice and you have received a receipt, please disregard.

Brenda Faulls
Receiver of Taxes

TOWN OF WARWICK: TOWN & COUNTY 2020 TAXES

FISCAL YEAR: 01/01/2020 to 12/31/2020	WARRANT DATE: 12/30/2019	STATE AID - COUNTY: \$101,033,600.00		TOWN: \$1,247,000.00
MAKE CHECK PAYABLE TO:	BANK	BILL NUMBER	PAGE	
		003504	1 OF 1	

BRENDA FAULLS
RECEIVER OF TAXES
RECEIVER OF TAXES
132 KINGS HIGHWAY
WARWICK, NY 10990...

TO PAY IN PERSON:
 WARWICK TOWN HALL
 132 KINGS HIGHWAY
 PHONE 845-986-1125 EXT 249
 8:30 - 4 PM WEEKDAYS

PROPERTY INFORMATION:
TAX MAP #:335405 210-11-2
 DIMENSION: 50.00 X 73.00
 RS: 1 CLASS: 1 Family Res
 ADDRESS: 50 Orchard St
 SCHOOL: Warwick Csd
 FULL MARKET VALUE: 58400.00
 UNIFORM % OF VALUE: 13.70
 ASSESSMENT: 8000

PROPERTY OWNER:

Village of Warwick
 77 Main St
 Warwick, NY 10990

SECOND NOTICE

NOTICE - County, Town, and Special District Taxes on your property have not been paid. Taxes may be paid at the above office until 03/31/2020. Penalty now in effect is 2.000%. If taxes should have been paid through an Escrow account, please notify the holder of the account immediately. This notice and \$ 2.00 charge are mandated by NYS Real Property Law 987. US POSTMARK ON OR BEFORE MARCH 31st WILL BE CONSIDERED AS AN ON TIME PAYMENT

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
COUNTY	130953453	3.9000	27.24540000	8000.00	217.96
TOWN	3766708	-0.5000	7.05590000	8000.00	56.45
OPEN SPACE-PDR	405967	-23.7000	0.76110000	8000.00	6.09
GEN POLICE SVC	1557723	7.0000	17.22490000	8000.00	137.80
WARWICK AMBUL	440600	3.4000	1.42390000	8000.00	11.39
WARWICK FIRE	1661405	24.0000	5.36580000	8000.00	42.93
WARWICK RECYCLING		0.0000	47.36610000	1.00 Units	47.37
TOTAL TAXES DUE BY JANUARY 31, 2020:					\$519.99

PAYMENT PERIODS

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
DEC 31	JAN 31, 2020	519.99			519.99		
FEB 1	FEB 29, 2020	519.99	5.20		525.19		
MAR 1	MAR 31, 2020	519.99	10.40	2.00	532.39		

TOWN OF WARWICK: TOWN & COUNTY 2020 TAXES RECEIVERS STUB

335405 210-11-2
 Village of Warwick
 77 Main St
 Warwick, NY 10990

BILL NO.: 003504
BANK:
TOWN OF: Town of Warwick
SCHOOL: Warwick Csd
PROPERTY ADDRESS:
 50 Orchard St

TOTAL TAXES PAID TO DATE:	\$0.00	TOTAL DUE IF PAID BY 03/31/2020: \$532.39
PLEASE RETURN ENTIRE NOTICE WITH YOUR PAYMENT		CHECK THIS BOX IF YOU WOULD LIKE A RECEIPT <input type="checkbox"/>