

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MARCH 6, 2023
AGENDA**

**LOCATION:
VILLAGE HALL
77 MAIN STREET, WARWICK, NY**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: February 3, 2023, and February 21, 2023

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____
Trustee McKnight ____ Mayor Newhard ____

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

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____
Trustee McKnight ____ Mayor Newhard ____

Correspondence

1. Orange County Department of Health – Reminder of Jurisdictional Oversight and Review.

Discussion

1. Orange County Compost Pilot Program.

Privilege of the Floor

Please limit your comments to **three (3)** 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

Motions

Trustee Cheney's Motions

1. **MOTION** to approve a meter purchase from Core & Main in the amount \$37,543.88 for the Village of Warwick Water Department, per the recommendation of Water Distribution Supervisor, Christopher Bennett. Funds are appropriated in budget code F-8340-4500.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

2. **MOTION** to approve the purchase of sixty (60) Storz Nozzles from Core & Main for the ongoing installation of fire hydrants in the amount \$12,729.00 for the Village of Warwick Water Department, per the recommendation of Water Distribution Supervisor, Christopher Bennett. Funds are appropriated in budget code F-8340-4650.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

3. **MOTION** to accept the proposal for surveying services from Engineering and Surveying Properties dated February 15, 2023 for Land Surveying Services for Veterans Memorial Park and authorize the Mayor to sign the Agreement for a lump sum amount of \$17,300 plus a not to exceed amount of \$900 to cover reimbursable expenses to be invoiced at cost.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Foster's Motions

4. **MOTION** to grant permission to the Warwick Valley Chamber of Commerce to hold the Warwick Valley Farmers' Market in the South Street parking lot on Sundays from May 14, 2023 through November 19, 2023, except for Applefest Sunday. The parking lot will be used from 6:00 a.m. – 3:00 p.m., with the event open to the public from 9:00 a.m. – 2:00 p.m. Permission includes the setup of tables and chairs on Bank Street while it is closed for farmers' market customer use. The Farmers' Market is responsible to pay half the total cost of porta potties and the calculated daily rate for electricity usage on Sundays. Completed facility use permit, proper insurance, and security deposit have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____
Trustee McKnight ____ Mayor Newhard ____

5. **MOTION** to close Bank Street for the benefit of the Warwick Valley Farmers' Market on Sundays from May 14, 2023, through November 19, 2023 from 7:00 a.m. to 2:30 p.m. The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____
Trustee McKnight ____ Mayor Newhard ____

6. **MOTION** to grant permission to the Warwick Valley Rotary Club to hang a total of (121) one hundred twenty-one 'Celebrating Our Heroes' utility pole banners within the Village of Warwick to honor local heroes from May 22, 2023, through August 21, 2023, and authorize the Mayor to sign the Orange and Rockland Utilities, Inc. Temporary Attachment Permit Agreement. Village of Warwick DPW to install a maximum of (88) eighty-eight banners along Oakland Avenue, Main Street, and Maple Avenue using existing banner brackets and install a maximum of (33) thirty-three banners along Forester Avenue, including bracket installation. Approval is pending written proof of permission from Orange and Rockland Utilities. Proper insurance has been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____
Trustee McKnight ____ Mayor Newhard ____

7. **MOTION** to approve the budget modification request as per the Village Treasurer's memo dated March 1, 2023.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

8. **MOTION** to grant permission to Village Treasurer Sadie Becker, to register for (2) two online classes, Introduction to Governmental Accounting (Basic) and Accounting Principles and Procedures (Advanced), offered by the Office of the State Comptroller on September 27-28, 2023, and October 18-19, 2023 at a cost of \$85.00 per class. This training is a budgeted item supported from account A1325.4750.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

9. **MOTION** to grant permission to Deputy Treasurer, Denise Bulnes, to register for (1) one online class, Accounting Principles and Procedures (Advanced), offered by the Office of the State Comptroller on April 19-20, 2023, at a cost of \$85.00 per class. This training is a budgeted item supported from account A1325.4750.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

10. **MOTION** to hire Taylor Hall as part of the FY 2022-23 special event staff at a rate of \$15.00 per hour for the Easter Egg Hunt per the recommendation of Village of Warwick Recreation Director, Ron Introini.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Lindberg's Motions

11. **MOTION** to appoint Deborah Sattler as an Alternate Election Inspector for the upcoming Village Election on Tuesday, March 21, 2023, at a rate of \$13.00 per hour.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

12. **MOTION** to renew the Sourcewell State & Local FMV Lease agreement with Pitney Bowes for postage meter equipment for a sixty-month period billed quarterly at \$218.70 and authorize the mayor to sign the same.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

Trustee McKnight's Motions

13. **MOTION** to appoint counsel Jay Myrow from Blustein, Shapiro, Frank & Barone, LLP as Attorney to the Village of Warwick Zoning Board of Appeals for the period of March 1, 2023 – April 3, 2023.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

14. **MOTION** to return the Planning Board escrow balance of \$2,114 to Johann Graf for the accessory apartment application for 60 West Street that has been withdrawn. All invoices have been paid as per the email from Village Engineer, Dave Getz and Planning Board Attorney, Robert Dickover.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

Final Comments from the Board

Executive Session, if applicable

Adjournment



Steven M. Neuhaus
County Executive

DEPARTMENT OF HEALTH

Dr. Alicia Pointer, DO, MPH, FAAP

Commissioner of Health
124 Main Street
Goshen, New York 10924

Environmental Health

Phone: (845) 291-2331
Fax: (845) 291-4078

www.orangecountygov.com

February 14, 2023

«MUNICIPALITY»

ATTN: «FNAME» «LNAME»

«STREET_ADDR1»

«STREET_ADDR2»

«CITY», «STATE» «ZIP»

**Re: Orange County Department of Health (OCDOH)
Reminder of Jurisdictional Oversight and Review**

Dear Municipal Official,

In an effort to have good communication with our municipal partners OCDOH has been providing an annual mailing/email blast to municipal leaders. As we have a mutual interest in ensuring that development projects move smoothly through review & approval, and at the same time meet all code requirements, our hope is that this correspondence helps to facilitate that goal. Below you will find a list of situations for which municipalities should be referring projects to our office for review and approval. The summary of this list, and the first question municipalities should be asking for anything our office may be involved with is, 'Have you called the Health Department to discuss?'. **Feel free to give anyone our number 845-291-2331** and we would be happy to discuss with them any potential involvement we may have.

As far as instances where OCDOH may be involved, noted below, please note that we have attempted to provide a complete list of all projects that should be referred to our office; however, please understand that this may not be an all-encompassing list. Please reach out to our office anytime should you have questions and/or require further clarification. **Also, please pass this correspondence onto your engineers, building inspectors, code enforcement officers, planning board members, and anyone else that may benefit from this list.**

- Any modifications/changes to a new or existing establishment which will be an Orange County Department of Health permitted facility, must have involvement by our office. Permitted facilities include, but may not be limited to: campgrounds, children's camps, food services, migrant farm worker housing, mobile home parks, public swimming pools, bathing beaches, mass gatherings (>5,000 people for 24 hours or more), and temporary residences (hotels/motels/etc.) designed for 11 or more occupants. Please be aware of Non-Owner occupied Bed and Breakfasts OR B&Bs with 11 or greater occupants, both of which would require Temporary Resident permitting by our office. Businesses which are considered a "Bed and Breakfast" but are not owner-occupied or have the capacity to have greater than 11 occupants are actually Temporary Residences which are permitted by OCDOH.
- Proposed restaurants, or modifications to existing restaurants, must have kitchen, dining room, and restroom plans approved by our office, prior to construction.

- Any modifications to, or installation of, a new sewage disposal system and/or water well or water treatment system, serving a permitted facility (as noted above), would require review and approval by our office and/or the NYSDEC.
- All alternative sewage disposal systems which include, but are not limited to, raised systems, mound systems and intermittent sand filters (either new construction or replacement), must be referred to our office.
- Any proposed sewage disposal systems that will not meet proper separation distances must be referred to our office. Proper separations can be found in Appendices 5-B and 5-D of Part 5, subpart 5-1, of the New York State Sanitary Code, NYSDOH Residential Onsite Wastewater Treatment Systems – Design Handbook, and/or the NYSDEC Design Standards for Intermediate Sized Wastewater Treatment Systems. All of these documents can be found on our website: www.orangecountygov.com/539/Applications-Forms-Permits-Documents, under the “Engineering Plan Submissions” heading.
- New major realty subdivisions must be reviewed and approved by our office. A major subdivision is defined as 5 or more lots that are each under 5 acres. Please be cognizant of ‘creeping’ subdivisions, if a minor subdivision is re-subdivided less than 3 years later and under common ownership, all lots may be subjected to the rules of a major subdivision and will require our review and approval of the entire subdivision.
- Modifications to wells, sewage disposal systems, or lot line changes that were part of a subdivision that our office previously reviewed and approved by our office must be referred back to our office for these changes.
- Any proposed private wells that do not meet the separation requirements of Appendix 5-B (of Part 5 of the NYS Sanitary Code) must be referred to our office.
- Any newly proposed, or changes to, an existing water system (anything with its own well(s) that serves an average of 25 people per day for a minimum of 60 days out of the year, or has 5 or more service connections), must be referred to our office. Our office must approve any proposed well locations prior to drilling. We may also need to be involved if any of these types of facilities are reopening, as water treatment may have been removed and will need reapproval prior to opening.
- Any modifications to a public water supply source, treatment, or distribution system must be referred to our office for review and approval. It should be noted that service connections would not have to be referred to our office; however, water main extensions (any water line that includes a fire hydrant or serves more than one building) would.
- All primary testable backflow prevention devices on premises served by public water supplies (except for one- and two-family residences) must be reviewed and approved by our office.
- It should be noted that a municipality can refer projects to our office for any reason. If a referral is being made for separation issues, alternative sewage disposal systems, or for any other reason not noted above, our office will need that referral in writing from a municipal official.

Our office would strongly advise all our municipalities to take a careful look at sewage capacity in strip malls and multiuse buildings that are served by an onsite sewage disposal system. Our office reviews this information only when a permitted facility is present in the building, and we are finding that because of this constant change of use, the building(s) does not always have adequate septic capacity, or even a valid SPDES permit in some cases. Inadequate septic capacity may result in septic failure, which will ultimately come back to our office as a public health nuisance. This review of septic capacity has been impacting seating capacities and functionality of our permitted facilities. During the Certificate of Occupancy issuance process, we respectfully encourage you to evaluate on site activities at strip malls and how they may impact on-site septic capacity. We have had situations, for example, where changes in strip malls increase sewage use on premises. We at the Health Department will not know that unless it involves a Health Department permitted entity such as a restaurant. We believe this close review will help in reducing the number of failing septic systems at these multiuse buildings.

NOTE: Our office instituted a change to our standard of review in 2021 where we no longer accept water meter readings as design flow. On all future reviews conducted by our office we will be using the NYSDEC Design Standards for Intermediate Sized Wastewater Treatment Systems (2014). Values can be found starting on page B-16, this document can be found on our website: www.orangecountygov.com/539/Applications-Forms-Permits-Documents. This method of review was put into place to stay consistent with published design standards, and to move away from meter readings given the high turnover rate in these buildings which leads to inconsistent historical meter readings. We believe this is more consistent with industry design standards, is a look forward at potential sewer flow (not back), and provides an inherent safety factor to protect the property owner, the municipality, our office, and most important public safety.

At this same link: www.orangecountygov.com/539/Applications-Forms-Permits-Documents you will find our office's update review fee schedule for 2023. Feel free to pass this information along as part of your referral process if you would like.

The purpose of this letter is to provide clarification on OCDOH jurisdiction and we do not want to speak on behalf of the New York State Department of Environmental Conservation (NYSDEC), but in addition to contacting our office, we would recommend that municipalities reach out to the NYSDEC for sewage disposal system reviews where the design capacity is greater than 1,000 gpd, where septic systems have the admixture of industrial waste (regardless of size), or for any surface discharges.

Please feel free to reach out to our office anytime to discuss any specific project that may not have been addressed by this letter, may not fit neatly into one of these categories, or if you have any general questions or concerns.

Respectfully,



Steven Gagnon, M.P.H., P.E.
Principal Public Health Engineer

cc: Dr. Alicia Pointer, Commissioner of Health
Lisa Lahiff, Deputy Commissioner of Health
Municipalities (via email)
Municipal Code Enforcement Officers (via email)
file

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

DATE: February 28, 2023

TO: Mayor Newhard and Board of Trustees

From: Christopher Bennett
Distribution System Supervisor

RE: Approval to purchase Meter Order

For your approval, I am requesting to make a Meter purchase from our Vendor Core&Main .
This is a properly budgeted item per the 22-23 budget code F-8340-4500. Please see the attached price quote.

Thank you for your time.

RECEIVED
FEB 28 2023
VILLAGE OF WARWICK
CLERK

VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A

PURCHASING QUOTATION SUMMARY FORM

- **Purchase Contracts (Single Item Purchase)** **Public Works Contracts (Services/Construction)**
- \$2,000 - \$19,999 (3) Written/Email/Fax Quotes \$2,000 - \$34,999
- Above \$20,000 Mandatory Competitive Bidding Above \$35,000
- Aggregate purchases totaling over \$20,000 -- must follow mandatory competitive bidding process.
- This form **must** be attached to voucher and invoice for Board approval.

DESCRIPTION OF PURCHASE

Meter's and Transmitters

BUDGETED PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUDGET CODE F-8340-4500	CURRENT LINE BALANCE \$85,471.89 Signature: <i>Christopher Bennett</i> Date: 28 Feb 23
BUDGETED AMOUNT \$ 110,000.00	IF NO EXPLAIN	

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	2-Feb-23	Core&Main	\$37,543.88
2			
3			

Vedor selected-Core&Main

This is the Village Meter Vendor

EXCEPTIONS TO COMPETITIVE BIDDING

OTHER GOVERNMENTS STATE - COUNTY MUNICIPAL BID CONTRACTS	NAME OF AGENCY	
	VENDOR/SUPPLIER	CONTRACT#
	TOTAL COST \$	BID PERIOD EXPIRES
	ADDITIONAL INFORMATION	

****EMERGENCY PURCHASE** - Must meet one of the following situations**

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

DEPARTMENT APPROVAL

Name/Title: _____ Christopher Bennett Water Maint Supervisor

Date 28FEB23

Signature: *Christopher Bennett*



Bid Proposal for Warwick - Sensus Mar quote

VILLAGE OF WARWICK

Bid Date: 02/23/2023

Core & Main 2783577

Core & Main

650 Sheafe Rd

Poughkeepsie, NY 12601

Phone: 845-249-4909

Fax: 845-462-0010

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	108	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	209.69	22,646.52
20	6	IPERL 1 25' 3W PE 100CF 4WHL I4X5FLXX	EA	288.53	1,731.18
30	64	IPERL 5/8X3/4 25' 3W PE 100CF 4WHL I5X5FLXX	EA	187.11	11,975.04
40	1	OMNI+ 1-1/2 T2 1000G 13LL 5WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID CHANGE ALL METERS TO 1000G	EA	1,191.14	1,191.14
				Sub Total	37,543.88
				Tax	0.00
				Total	37,543.88

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

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VILLAGE OF WARWICK
INCORPORATED 1867

DATE: February 28, 2023

TO: Mayor Newhard and Board of Trustees

From: Christopher Bennett
Distribution System Supervisor

RE: Approval to purchase 60 Storz Nozzles

For your approval, I am requesting to purchase 60 Storz Nozzles for the ongoing installation program on our Fire Hydrants. This is a properly budgeted item per the 22-23 budget code F-8340-4650. Please see the attached price quote.

Thank you for your time.

VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A

PURCHASING QUOTATION SUMMARY FORM

- | | |
|--|--|
| <p>► Purchase Contracts (Single Item Purchase)</p> <p>\$2,000 - \$19,999 (3) Written/Email/Fax Quotes</p> <p>Above \$20,000 Mandatory Competitive Bidding</p> | <p>Public Works Contracts (Services/Construction)</p> <p>\$2,000 - \$34,999</p> <p>Above \$35,000</p> |
|--|--|
- Aggregate purchases totaling over \$20,000 -- must follow mandatory competitive bidding process.
- This form **must** be attached to voucher and invoice for Board approval.

DESCRIPTION OF PURCHASE

60 Storz Nozzles

BUDGETED PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUDGET CODE F-8340-4650	CURRENT LINE BALANCE \$23,397.77 Signature: <i>Christopher Bennett</i> Date: <i>28 FEB 23</i>
BUDGETED AMOUNT \$ <u>25,000.00</u>	IF NO EXPLAIN 	

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	19-Jan-23	Core&Main	\$12,729.00
2	17-Jan-23	EJP	\$15,120.00
3	16-Jan-23	SCHMIDTS	\$19,500.00

Vendor selected - **Core&Main**

This is the Lowest Bid

EXCEPTIONS TO COMPETITIVE BIDDING

OTHER GOVERNMENTS STATE - COUNTY MUNICIPAL BID CONTRACTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 20px;">NAME OF AGENCY</td> </tr> <tr> <td style="width: 60%; height: 20px;">VENDOR/SUPPLIER</td> <td style="width: 40%; height: 20px;">CONTRACT#</td> </tr> <tr> <td style="height: 20px;">TOTAL COST \$</td> <td style="height: 20px;">BID PERIOD EXPIRES</td> </tr> <tr> <td colspan="2" style="height: 20px;">ADDITIONAL INFORMATION</td> </tr> </table>		NAME OF AGENCY		VENDOR/SUPPLIER	CONTRACT#	TOTAL COST \$	BID PERIOD EXPIRES	ADDITIONAL INFORMATION	
NAME OF AGENCY										
VENDOR/SUPPLIER	CONTRACT#									
TOTAL COST \$	BID PERIOD EXPIRES									
ADDITIONAL INFORMATION										

****EMERGENCY PURCHASE** - Must meet one of the following situations**

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

DEPARTMENT APPROVAL

Name/Title: _____ Christopher Bennett Water Maint Supervisor

Date 28FEB23

Signature: *Christopher Bennett*



Bid Proposal for Warwick Hydrant Quote

VILLAGE OF WARWICK
Bid Date: 03/28/2017
Core & Main 2720978

Core & Main
650 Sheafe Rd
Poughkeepsie, NY 12601
Phone: 845-249-4909
Fax: 845-462-0010

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	5	K81AW SPIN-IN HYDRANTS			
20		K81AW 4'6" BURY 3-WAY OL INSERT	EA	4,513.85	22,569.25
		HYDRANT GREEN BODY/SILVER			
		NUT & HOSE CAPS WITH 5" STORZ ADPT			
		K81AW SUBTOTAL			22,569.25
60	5	K81D KENNEDY HYDRANTS			
70		K81D 5-1/4 OL 5'0" BURY 6" MJ	EA	4,291.70	21,458.50
		WITH 5" STORZ ADPT			
		GREEN BODY/SILVER NUT & HOSE CAPS			
		K81D SUBTOTAL			21,458.50
110	5	A466 MUELLER SPIN-IN HYDRANT			
120		A466 4-1/2 VO 4'6" B OL RED	EA	4,513.85	22,569.25
		VILLAGE OF WARWICK SPEC			
		A466 SUBTOTAL			22,569.25
140	5	A423 MUELLER HYDRANTS			
150		A423 5-1/4 VO HYD 5' B OL RED	EA	4,291.70	21,458.50
		VILLAGE OF WARWICK SPEC			
		SUBTOTAL			21,458.50
170	60	STORZ ADPT			
180		STORZ HPHA50-45NH 5X4-1/2 NST W/CAP	EA	212.15	12,729.00
		SUBTOTAL			12,729.00
		Sub Total			100,784.50
		Tax			0.00
		Total			100,784.50

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Good

VILLAGE OF WARWICK, NY
POST OFFICE BOX 369
WARWICK, NY

TEAM EJP Round Lake, NY
198 Ushers Road
Round Lake, NY

10990

12151

1/17/23 Bid ID: 5497681 STOCK

Telephone: 518-877-6737

Bid expires on 02/16/23
Page 1

Quantity	Sell Per	Description	Unit Price	Extended Price
4	EA	5W HYD 5-0 OL 6MJ NST 5ON	3,750.00	15,000.00
60	EA	4-1/2NSTX5 STORZ NOZZLE	252.00	15,120.00
2	EA	8 ALPHA CPLG 860910	425.00	850.00

Subtotal: 30,970.00

Tax: .00

Bid Total: 30,970.00

Quoted

VILLAGE OF WARWICK
77 MAIN STREET
PO BOX 369
WARWICK NY 10990
Tel:845-986-2081 Fax:845-987-1215

Ship To

VILLAGE OF WARWICK
77 MAIN STREET
PO BOX 369
WARWICK NY 10990

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q173305	01/16/2023	02/15/2023	0000692			LLN
Job ID	Customer Terms				Salesman	
BUDGET PRICING				NET 30 DAYS	TOM SPRAGUE	
Product	Description	UM	Quant	Unit Price	Extension	
	STORZ ADAPTERS		
SP*075740	5" STORZ X 4-1/2" FNST ADAPTER EA W/STD CAP HPHA50-45NH/CAP		60	325.00	19500.00	
Total: STORZ ADAPTERS			1	19500.00	19500.00	
	GATE VALVE W/ HYMAX GRIP ENDS		
SP*00112931	4" MUELLER A2361-70 RW GATE VALVE OL W/ HYMAX GRIP ENDS	EA	1	1224.4647	1224.46	
SEE NOTE						
* Above is a special order & *						
* Non-Returnable item x:_____ *						
SP*00112932	6" MUELLER A2361-70 RW GATE VALVE OL W/ HYMAX GRIP ENDS	EA	1	1578.9353	1578.94	
SEE NOTE						
* Above is a special order & *						
* Non-Returnable item x:_____ *						
SP*00112933	8" MUELLER A2361-70 RW GATE VALVE OL W/ HYMAX GRIP ENDS	EA	1	2448.9294	2448.93	
SEE NOTE						
* Above is a special order & *						
* Non-Returnable item x:_____ *						
Total: GATE VALVE W/ HYMAX GRIP ENDS			1	5252.33	5252.33	
				Sub Total \$126,777.01		T o t a l 126,777.01
				Freight \$0.00		
				Misc Charges \$0.00		
				Tax Amount \$0.00		
: _____ (Accepted by)						
MESSAGE						

MESSAGE

This quote is presented in good faith & accurate
at the time of entry. Schmidt's cannot guarantee
pricing due to unforeseen cost increases. Prior to
acceptance, we will advise you of any price changes

TERMS

All special order items require a 50% minimum
deposit & will be delivered immediately upon
receipt of material. Amounts quoted are before all
applicable local taxes have been applied.



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

February 15, 2023

Mayor Michael Newhard
77 Main Street
PO Box 369
Warwick, NY 10990

**RE: PROPOSAL OF PROFESSIONAL LAND SURVEYING SERVICES
VETERANS MEMORIAL PARK
VILLAGE OF WARWICK, ORANGE COUNTY, NY**

Dear Mayor Newhard:

Pursuant to your request, Engineering & Surveying Properties, P.C. (EP) is pleased to submit a proposal to provide land surveying services of a 83-acre property and known as tax lot 212-1-2, 224-1-2.2 and 54-1-3.2 located at Memorial Park and McFarland Drives in the Village of Warwick, Orange County, New York. The scope of services would be performed for The Village of Warwick, herein referred to as the Client. A more detailed scope of services follows:

1.0 SURVEYING

- 1.1 EP will perform a boundary survey of Tax Lot 212-1-2 & 212-1-2.2 and prepare a survey plat showing all amenities directly relative to the boundaries and that are visible at time of survey. Digital drawing in Civil 3d and drone
- 1.2 EP will prepare a planimetric and topographic mapping plan of all Tax Map Lots described above (including a minimum 25-ft overlap of adjacent properties), utilizing conventional and remote sensing techniques via a drone flight together with publicly available data from the NYS 2014 LiDAR tri-county survey. Elevations will be expressed with 2-ft contour intervals and spot elevations where necessary. Horizontal datum will be NAD 83 and Vertical datum will be NAVD 88.
- 1.3 EP will overlay flood zones based on the BFE (base flood elevation) taken from current FEMA Flood Insurance Rate Maps.

2.0 LIMITATIONS OF SERVICE

Engineering & Surveying Properties, PC shall provide the above referenced scope of services subject to the following limitations:

- 2.1 Owner shall provide access to the premises to be surveyed.
- 2.2 Installation of survey markers at lot corners or along lines is not included in the base price of this proposal.
- 2.3 This proposal does not include title review beyond current deeds of record.
- 2.4 Preparation of descriptions is not included.
- 2.5 Boundary survey is packaged pricing and is subject to performing planimetric & topography work in this proposal.
- 2.6 Drone flight will require the park to be shut down to the public for a minimum of 4 hours for 1 or possibly 2 days. Drones are not allowed to fly over the people.

3.0 FEES AND PAYMENTS

Fees for services will be invoiced and are due at such a time that survey plat is made available to the client. This executed proposal will be required and shall serve as authorization to proceed.

Item 1.1	Survey	\$	7,900
Item 1.2	Planimetric & Topographic Mapping Plan	\$	8,900
Item 1.3	FEMA Flood Zone Mapping	\$	500
Initial Cost Total		\$	17,300

Reimbursable expenses for copying, overnight mail, etc. will be billed based upon actual usage and expenditures in accordance with EP's standard rates attached.

Invoices will be issued on a monthly basis and payment is due upon receipt. Any outstanding balance greater than 60 days will be assessed finance charges and EP reserves the right to stop all work for any outstanding balance greater than 90 days. If work has stopped for non-payment, EP will not resume work until payment of all outstanding debt has been made in full.

PROPOSAL ACCEPTANCE FORM

I HEREBY AUTHORIZE ENGINEERING & SURVEYING PROPERTIES, PC TO PERFORM THE SCOPE OF WORK FOR THE FEES AS STATED IN THIS PROPOSAL AND HEREBY AGREE TO ALL LIMITATIONS, TERMS AND CONDITIONS OF THE PROPOSAL.

Signer's Name (Print)_____
Signature_____
Date**CLIENT CONTACT INFORMATION:**


Please provide the responsible party's contact information below for each outlined.

Change to Proposal Scope and/or Additional Work:

Name: _____
Address: _____
E-Mail: _____
Phone: _____

Invoices (please provide desired format (paper or e-mail)): Paper: _____ E-mail: _____

Name: _____
Address: _____
E-Mail: _____
Phone: _____

FOR EP USE ONLY_____
Client Name:_____
Project # & Name:Proposal #: 23-14Retainer amount required: \$ 0Brian Babcock, LS. Chief Surveyor
EP Representative name (Print)
EP Representative signature_____
Date

Engineering & Surveying Properties, PC

2023 Hourly Fee Schedule*

Principal	\$	210.00	/hr
Chief Engineer	\$	194.00	/hr
Licensed Landscape Architect	\$	194.00	/hr
Chief Surveyor	\$	157.00	/hr
Professional Engineer	\$	152.00	/hr
Licensed Land Surveyor	\$	145.00	/hr
Senior Engineer	\$	134.00	/hr
Senior Project Engineer	\$	116.00	/hr
Environmental Engineer	\$	111.00	/hr
Senior Draftsperson	\$	108.00	/hr
Project Engineer	\$	102.00	/hr
Surveyor	\$	99.00	/hr
Staff Engineer	\$	94.00	/hr
Senior Technician	\$	88.00	/hr
Survey Draftsperson	\$	82.00	/hr
Staff Planner	\$	82.00	/hr
Engineering Technician	\$	75.00	/hr
Field Technician	\$	75.00	/hr
Survey Technician	\$	75.00	/hr
Administrative	\$	49.00	/hr
1-Man Survey Field Crew	\$	144.00	/hr
2-Man Survey Field Crew	\$	177.00	/hr
SWPPP Weekly Inspections	\$	250.00	each
Reproduction			
24"x36"	\$	2.20	/sheet
30"x42"	\$	2.75	/sheet
34"x44"	\$	3.25	/sheet
36"x48"	\$	3.76	/sheet

*Rates are subject to change at any time.

GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Engineering & Surveying Properties, P.C. (EP) by the CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between the CLIENT and EP.

1. GENERAL

- 1.1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. The hourly rate schedule is subject to change at any time by EP.
- 1.2. Payment to EP is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
- 1.3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
- 1.4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change EP's scope of services or increase fees must also be provided in writing as a hard copy.
- 1.5. All AutoCAD drawings, tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of EP unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without EP's prior written consent. EP shall not release CLIENT'S data to a third party without authorization.
- 1.6. Any delay, default, or termination in or of the performance of any obligation of EP under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove EP's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of EP's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond EP's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of EP as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
- 1.7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, EP shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
- 1.8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. EP shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.

2. INVOICING AND PAYMENT

- 2.1. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 60 days after date of invoice will be subject to a charge of 2 percent per month (24 percent annual interest rate).
- 2.2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, EP shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.

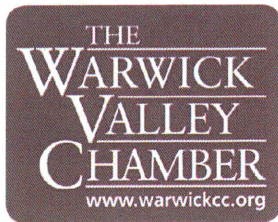
- 2.3. Invoice payments must be kept current for the work to continue. If the CLIENT fails to pay any invoice due to EP within 90 days of the date of the invoice, EP may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until EP has been paid in full all amounts due to EP and/or any of its Consultants and Subcontractors.
- 2.4. Invoicing for out -of- pocket expenses including copying, travel, and delivery (mail, overnight, personal) shall be billed at cost.

3. WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

- 3.1. The CLIENT shall at all times indemnify and save harmless EP and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants or subcontractors in connection with this project unless said loss was caused solely by EP's own negligence. For any such damage on account of any error, omission or other professional negligence, the EP's liability will be limited to the fee charged but in no case shall it exceed the limits specified in the EP's general and professional liability insurance policy.
- 3.2. EP shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of EP, including delinquent payment by CLIENT.
- 3.3. Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. EP will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by EP for future resolution. If you choose resolution, EP can act as your mediator, or relate conflicting information to a consultant or attorney of your choosing, so that a satisfactory resolution can be achieved. Upon resolution of said conflict, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

4. SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

- 4.1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide EP with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. EP shall not be responsible for damage to any undocumented or incorrectly located utilities by the surveyor.
- 4.2. EP shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify EP as to the presence of any known hazardous materials on-site. Should unanticipated hazardous materials be encountered EP take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
- 4.3. EP shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.



WARWICK VALLEY CHAMBER OF COMMERCE INC.

25 SOUTH STREET • WARWICK, NY 10990

PHONE: 845-986-2720 • FAX: 845-986-6982

WEB ADDRESS: www.warwickcc.org • E-mail: info@warwickcc.org

January 22, 2023

The Honorable Michael Newhard
Mayor of the Village of Warwick
Village Board of Trustees
77 Main Street
Warwick, New York 10990

RECEIVED

FEB 06 2023

VILLAGE OF WARWICK
CLERK

Dear Mayor Newhard and Board of Trustees;

The Warwick Valley Chamber of Commerce would like to formally request permission to hold the Warwick Valley Farmers' Market at the South Street Parking Lot for the 2023 season. We would also request that we be allowed to set up tables and chairs on Bank Street while it is closed for farmers market customer use.

The season runs from May 14 (Opening Day) through November 19, 2023 excluding October 1 for Applefest. While the hours of the Market remain from 9:00 am to 2:00 pm, we request that we have full use of the lot from 6:00 am to 3:00 pm.

Also enclosed is the required Certificate of Insurance for the market.

We thank you in advance for all your cooperation over the years with Farmers' Market and look forward to seeing you on Opening Day of the Farmers Market.

Thank you for your attention to this matter.

Very truly yours,

Stefanie Keegan, Executive Director
Warwick Valley Chamber of Commerce

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 PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE ON VILLAGE-OWNED PROPERTY

Date Request Submitted: 1/19/2023

Title of Event: Warwick Valley Farmer's Market

Purpose of Event: Community Farmers Market

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

☐ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands

☐ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion

**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

☒ South Street Lot ☐ 1st Street Lot ☐ Chase Lot (non-permit only)
☐ Spring Street Lot ☐ Wheeler & Spring St. Lot ☐ Upper CVS Lot ☐ Lower CVS Lot

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 5/14-11/19/2023 & 4/2/2023 Rain Date(s) Requested: _____

Arrival Time: 6:00 am Departure Time: 3:00 pm

Event Start Time: 9:00 am Event End Time: 2:00 pm

SECTION 3: APPLICANT INFORMATION

Check one: ☒ Non-Profit Organization ☐ Commercial/Business Organization ☐ Family

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Stefanie Keegan

**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 25 South Street, Warwick, NY 10990

Residential Address of Responsible Party: 63 South Street, Warwick, NY 10990

Email Address: skeegan@warwickcc.org Cell Phone: 347-432-9017

Proof of Town of Warwick Residency of Responsible Party: ☐ Driver's License ☒ Utility Bill

Name of Organization (if Applicable): Warwick Valley Chamber Commerce

Organization's Phone: 845-986-2720 Email Address: info@warwickcc.org

Name of Organization's Director(s)/Officer(s): Stefanie Keegan

Mailing Address of Organization: 25 South Street, Warwick, NY 10990

Physical Address of Organization: 25 South Street, Warwick, NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____

of Adults: _____ # of Under 18 Yrs. Old: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <u>Musicians</u> <i>Location of Music/Loud Speakers/ Sounds System:</i> <u>South Street Lot</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up:</i> <u>12 up stage tents by individual</u> <i>Date & time tent will be removed:</i> <u>6 Am - 3pm</u> <u>vendors</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

RVs, Campers, Food Trucks, etc. If yes, explain: <u>Farmers Market</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Admission Fee to Be Charged If yes, please list the admission fee: _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Alcohol Pursuant to Farmers Market rules Host Liquor Liability Insurance is required. <u>Farm Wineries/Distilleries</u> <u>will sell alcohol in Sealed Containers</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> <u>NO</u>
Food will be served or sold If yes, explain the method of food distribution and disposal of trash: <u>Vendors take trash home at end of Day</u> <u>Individual Vendors get Food Service Permits</u> <small>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information.</small> <small>*Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</small>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: _____ Additional contract(s) and/or insurance is required.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Other Please explain: _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Alcohol is
sold for
consumpt.
onsite

SPECIAL REQUESTS:

CHECK YES OR NO

Road Closure List road(s): <u>Bank Street</u> Closed between the hours of <u>6:00 Am</u> and <u>3:00 Pm</u> Number of 'No Parking' meter bags requested, if applicable: <u>N/A</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use of Village owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Use of Electricity <u>Vendors reimburse Village for Electric Use</u> <u>at end of Season</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Use of Memorial Park Pavilion Lights	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes ____ No <u>X</u>
Other Please explain: _____	Yes ____ No <u>X</u>

SECTION 5: FEES/SECURITY DEPOSIT

Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick

☐ Memorial Park Football/Over 35 Field Lights (circle one) -

✓ ☒ \$500 Security Deposit (*Must be a Separate Payment*) \$10 per day or \$300 per season

TOTAL FEE: \$ 300 ^{Refused RA} (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

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 WV Chamber of Commerce (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 Chamber of Commerce (Name Organization).

Additionally, I agree to accept notices or summonses issued with respect to the application or the conduct of the assembly or use in any manner involving it arising out of the application, construction or application of Chapter 39 'Assemblies, Public' of the Village Code of the Village of Warwick.

Furthermore, I authorize the Village of Warwick or its lawful agents to observe the event at any time for the purpose of inspecting the same, the facilities provided and the cleaning of the premises after the termination of the assembly.

Stefanie Keeyan
 Printed Name of Applicant/Responsible Party

[Signature]
 Signature of Applicant/Responsible Party

1/13/23
 Date

Clerk Use Only: Security Deposit Check # 3309 Certificate of Insurance ☒ Host Liquor Liability N/A
 Fees Received 3308 Park Map(s) ☒ Police Dept. Approval (if applicable) N/A
 *Certificates of Insurance Reviewed by NYMIR/Broker _____

Village of Warwick
Facility Use Requirements & Acknowledgement Form
For Gatherings Greater Than 200 People

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

1. Organizations or individuals wishing to use Village facilities shall first apply to the Village Clerk using the prescribed form. Such form shall then be forwarded to the Village Board of Trustees for consideration. All forms, security deposit, fees, and insurance documents shall be submitted to the Village Clerk for inclusion on the Village Board Meeting Agenda *at least 90 days prior to the desired Board meeting* for which they will go before the Village Board for approval. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org
2. Permits must be requested by a **Town of Warwick** resident. Said resident shall be responsible for the event, club, team or group to which this permit is issued.
3. Organizations/individuals shall indicate areas to be used during an event or season on the attached map.
4. A fee, as listed on the Village Schedule of Fees, will be charged for use of field lights.
5. A limited number of tables and chairs are available for use in the Memorial Park pavilion. Applicants are responsible for the set up and take down.
6. A security deposit of \$500 for gatherings of over 200 people is required at the time the application is submitted to the Village Clerk. If the grounds are restored to proper condition, the deposit will be refunded 30 days following the conclusion of the event. Should any damage be done to the premises for which the cost to repair shall be in excess of said deposit, then either the individual making application for said permit or the group which they represent or on whose behalf they sign, or both, may be held legally responsible for said excess costs.
7. The Village Board of Trustees, at its discretion, has the authority to waive any facility use fees and/or security deposit.
8. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:

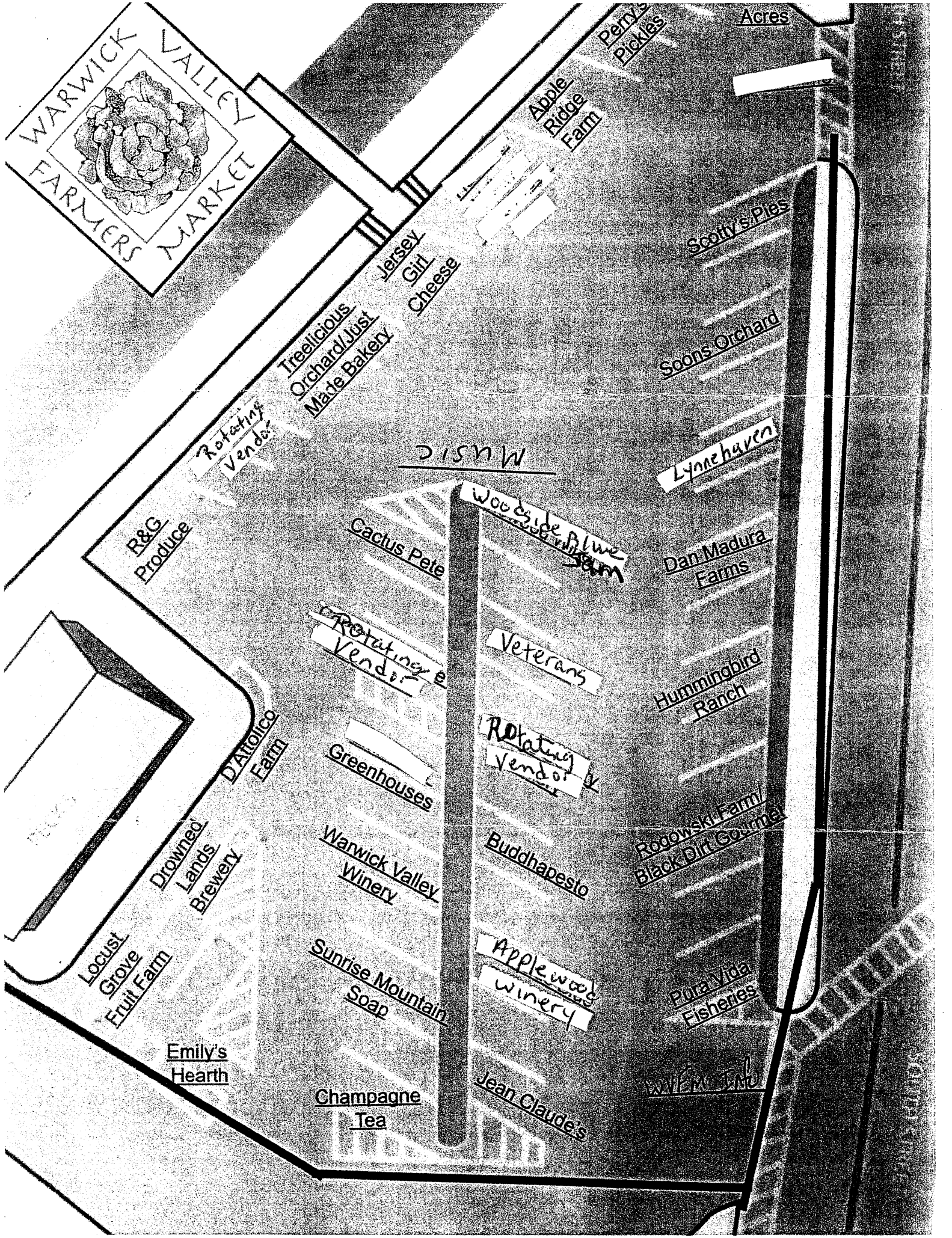
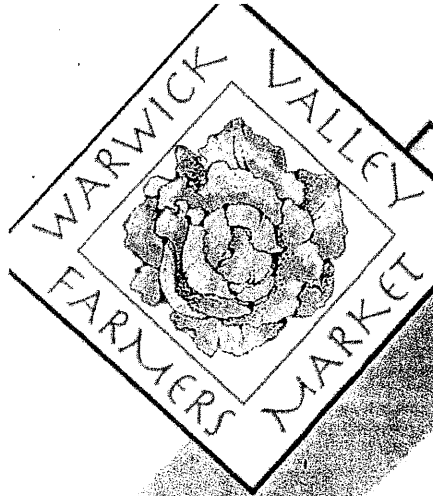
Temporary Food Service Permits are obtained by individual vendors.

Cactus Pete prepares fried food on site using a fryer. Pre-prep is done in their certified kitchen.

Black Dirt Gourmet prepares hot chocolate, chili using burners and instapots. Pre-prep is done in their certified kitchen.

All debris is taken home by vendors at end of day.

Pursuant to NYS Ag and Markets farmers market rules and regs, farm wineries and distilleries are permitted to sell at farmers market. These products are NOT sold for consumption on site.



R&G Produce

Rotating Vendor

Treelicious Orchard/Just Made Bakery

Jersey Girl Cheese

Apple Ridge Farm

Perry's Pickles

Acres

Scooty's Pies

Soons Orchard

Lynnehaven

Dan Madura Farms

Hummingbird Ranch

Rogowski Farm/Black Dirt Gourmet

Pura Vida Fisheries

WFM

Woodside Blue Sam

Cactus Pete

Rotating Vendor

Greenhouses

Warwick Valley Winery

Sunrise Mountain Soap

Champagne Tea

Applewood Winery

Jean Claude's

Buddhapesto

Rotating Vendor

Veterans

Emily's Hearth

Locust Grove Fruit Farm

Drowned Lands Brewery

D'Aleico Farm

14. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution which shall be binding for all parties.
15. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
16. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
17. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage the event generates. The Village may assess a charge for garbage generated from events that is not removed by the Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.
18. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
19. Supervision and parking are the responsibility of the applicant organization/individual.
20. Permits may be revoked at any time.
21. All posted rules must be adhered to.
22. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
23. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
24. 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.
25. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
26. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

INDEMNITY & HOLD HARMLESS

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 and understand the Facilities Use Requirements:

Stefanie Keegan

Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

3/2/23

Date

February 2, 2023

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

Re: Banner Project - Celebrating Our Heroes

Dear Mayor Newhard and Board of Trustees,

I am writing on behalf of the Warwick Valley Rotary Club to request permission to re-display the **"Celebrating Our Heroes"** banners for this season on the same poles as last year. We are requesting if we can expand the project to Forester Avenue should the demand be there. This street is on the parade route and we are hopeful to eventually display banners on all the poles of the Village parade route. Since last year was sold out, this year the extension request would only be for Forester Avenue which is approximately 33 poles. Last years project was an incredible success according to the community feed back. We received many more requests for additional banners once they were up (as we expected) and could not fill the orders since all the poles were taken. The only complaint I received is the display time was not long enough. We would like to request a 3 month display starting a week before the Memorial Day celebrations. This is one month longer than last year. I would be happy to work with Raina Abramson who has been a great help and we would be flexible on what may work on the current Village calendar for the display dates.

We request the assistance from the Village DPW to install the hardware (on Forester Ave.) and to display the banners throughout entire project. Pole hardware is already up from last years display and ready to be used. The Rotary will supply all the additional hardware for new poles. These brackets are permanent and can be used by anyone for any other banner project moving forward.

The next step would be to get the final permission from Orange & Rockland to utilize the poles and we will provide you with the proper insurance as we did last year. This project would be an annual project moving forward and we would like the display date to be just before the Memorial Day celebration.

Should you have any other questions, feel free to contact me anytime at (845)-988-7685 or you can email me at Joyce.Perron@gmail.com.

Sincerely,

Joyce Perron
Warwick Valley Rotary Club
Community Service Director

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

Village of Warwick - Banner Request Form

Today's Date 3/2/23 Date's Requested May 22nd - 3 months

Location Requested: West Street _____ First Street _____ Village Parks _____ Utility Poles X

Name of Organization: WARWICK Valley Rotary Club

Mailing Address: P.O. Box 121, WARWICK N.Y. 10990

Telephone: (Day) _____ (Evening) _____ (Cell) 845-988-7685

Email: Joyce.Perron@gmail.com

Banner Dimensions and Specifications:

- Banners over **West Street** must be 20 feet wide and 3 feet high. Banners must also be designed for wind loads AND must include 'D' rings.
- Banners by the **First Street Parking Lot** must be 6 feet wide and 3 feet high.
- Banners at **Village Parks** are allowed only if your event is happening at the park. They must be no larger than 16 feet wide and 3 feet high.
- Banners on **Utility Poles** must be 2 feet wide by 5 feet high and require PRIOR approval from Orange & Rockland. Please contact the Village of Warwick DPW Clerk for more information.

Diagram and/or picture of banner showing content must accompany this permit.

Request must be submitted with required Certificate of Liability Insurance which includes:

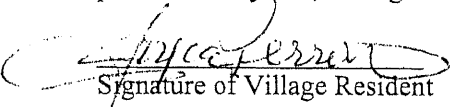
- \$1,000,000 per occurrence / \$2,000,000 aggregate
- Certificate Holder: Village of Warwick, 77 Main Street, Warwick, NY 10990
- Description must state: "This certificate is issued in connection with the hanging of the 'Name of Banner' on 'Location Hanging Banner' from 'Dates Requested'. This certificate is issued subject to all policy terms, conditions, limitations, exclusions and language."

Banner Request Forms must be signed by a Village resident.

Banners may be hung for a **maximum** of two weeks only. **Banners that do not meet the above specifications will not be hung; no exceptions.*

***Banner Request Form, Certificate of Insurance, and Picture of Banner must be submitted in one complete packet to the Village of Warwick in order to be presented to the Mayor for approval at least 2 weeks prior to the date's requested.**

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she, on behalf of the organization does hereby covenant and agree to defend, indemnify and hold harmless the Village 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 banner hanging.


Signature of Village Resident

PO Box 121
Address

Warwick NY

845-988-7685
Telephone

ORANGE AND ROCKLAND UTILITIES, INC.

**TEMPORARY ATTACHMENT
PERMIT AGREEMENT**

Subject to your signed acceptance of the terms and conditions, Orange and Rockland Utilities, Inc. ("O&R") will review your request for temporary attachments to be installed on or about _____ for a _____ period at the location(s) below:

Organization:

Street:

Town:

(COMPLETE LIST OF POLES#'S TO FOLLOW SEPARATELY)

Pole #: _____

Pole #: _____

(Applicant must identify all pole numbers for which attachments are proposed. If more than two poles are involved, please provide the appropriate pole numbers on reverse side of this form.)

Terms and Conditions

1. To protect the safety of the public, temporary attachments must be installed by qualified contractors or Village employees. State laws and federal OSHA regulations prohibit non-utility personnel from working or moving materials or equipment within ten (10) feet of high voltage power lines. It is O&R's understanding that _____ will be installing all equipment for _____.
2. Since most poles are jointly used, the applicant must obtain written approval for the installation from the appropriate telephone and or cable television companies and deliver a copy of this approval to Ken Sullivan Joint Use Facilities Manager for the _____ prior to the installation.
3. The applicant must obtain all required state and municipal government permits or written authorization and deliver copies to O&R, prior to installation. If the applicant unknowingly or intentionally misrepresents that no such permits are required, the applicant acknowledges responsibility and liability.

4. The applicant agrees to indemnify, hold harmless and defend O&R from any and all liability, losses, damages, costs and expenses (including attorney's fees), claims, actions, demands, suits, judgments and settlements of any nature whatsoever arising out of or incidental to the installation and presence of applicant equipment on utility poles.

5. The applicant shall carry during the term the pole attachment is in place, general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. O&R or its subsidiary, as appropriate, shall be named as an additional insured. A certificate of insurance verifying the existence of the coverage described above must be delivered to the Joint Use Facilities Department and be approved by the Risk Management Department prior to the installation of the pole attachment.

6. All pole attachments will be removed by the Company if the attachment creates a safety hazard or impediment for the workers of O&R or other joint users/owners of such facilities. Removal will be done at the discretion of each work crew as each job assignment dictates. Removed attachments will be delivered to the nearest O&R Public Affairs office to be picked up by the owner.

Please return this agreement letter, a copy of the required permits, and a copy of the certificate of insurance at least 30 days before the intended installation date to:

Ken Sullivan
Manager – Joint Use Facilities
Orange and Rockland Utilities
390 W. Route 59
Spring Valley, NY 10977

The Town of _____ agree(s) to the terms and conditions of this letter.

Date:

Print Name:

Title:

Signature: _____

Phone:

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



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

VILLAGE OF WARWICK
INCORPORATED 1867

Budget Modification Request

For Board of Trustees Approval - Meeting on 3/6/23

For approval to transfer available appropriations for the following Fiscal Year 2022-2023 budget account lines:

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A1990.4950	Contingent	31,725.31	17,000.00	Survey of Memorial Park	A1440.4000	Engineer - Contracted Services	5,126.10	17,000.00
TOTAL			17,000.00		TOTAL			17,000.00

WATER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F8330.2350	Purification - Equip/Machinery	1,054,500.00	30,000.00	To cover increased cost in utility bills	F8320.4350	Pump Station - Utilities	(2,889.66)	30,000.00
TOTAL			30,000.00		TOTAL			30,000.00

Respectfully submitted,

Sadie Becker
Sadie Becker

Village Treasurer

Backup Documentation: Negative balance listing report

Report Date: 3/1/23

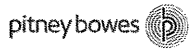
March 1, 2023
11:26 AM

VILLAGE OF WARWICK
2023 Expenditure Accounts with a Negative Balance Listing

Page No: 1

Range of Accounts: First to Last
Report Type: Sub Account Include Non-Budget Accounts: N

Account No	Description		Expended	Transfers	Reimbursed	Canceled	Balance	%Used
	Budgeted	Encumbered						
F-8320-4350	Pump Station - Utilities							
	66,000.00	0.00	69,107.70	0.00	218.04	0.00	2,889.66-	104.38
Fund Total								
	66,000.00	0.00	69,107.70	0.00	218.04	0.00	2,889.66-	104.38
Year Total								
	66,000.00	0.00	69,107.70	0.00	218.04	0.00	2,889.66-	104.38



Sourcewell State & Local FMV Lease

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

VILLAGE OF WARWICK

Tax ID # (FEIN/TIN)

Sold-To: Address

77 MAIN ST., WARWICK, NY, 10990-1328, US

Sold-To: Contact Name

Sadie Becker

Sold-To: Contact Phone

8459862031

Sold-To: Account

0012825359

Bill-To: Address

77 MAIN ST, WARWICK, NY, 10990-1328, US

Bill-To: Contact Name

Sadie Becker

Bill-To: Contact Phone

8459862031

Bill-To: Account

0012597132

Bill-To: Email

treasurer@villageofwarwick.org

Ship-To: Address

77 MAIN ST., WARWICK, NY, 10990-1328, US

Ship-To: Contact Name

Sadie Becker

Ship-To: Contact Phone

8459862031

Ship-To: Account

0012825359

PO

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 72.90	\$ 218.70

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- () Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required
() Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Linda Pachter

linda.pachter@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

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



VILLAGE OF WARWICK
INCORPORATED 1867

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

Building and Planning Department

Escrow Release Request for Balance of Funds

February 27, 2023

Requested Payee – Johann Graf
60 West St.
Escrow Acct.

Re: Accessory Apt. – Application has been withdrawn

Total Balance - \$2,114.00

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Respectfully;

Maureen J. Evans,
Planning Board secretary

MaureenE

From: David Getz <Dave@ep-pc.com>
Sent: Friday, February 17, 2023 12:51 PM
To: Robert J. Dickover; MaureenE
Subject: RE: 60 West - accessory apt.

Nothing from our office either.

David A. Getz, P.E.
Engineering & Surveying Properties, PC
www.EngineeringPropertiesPC.com
Dave@ep-pc.com

From: Robert J. Dickover <Robert.Dickover@DDDLLPLaw.Com>
Sent: Friday, February 17, 2023 10:54 AM
To: MaureenE <Planning@VillageofWarwick.org>; David Getz <Dave@ep-pc.com>
Subject: RE: 60 West - accessory apt.

Nothing due or forthcoming from me.
Rob

From: MaureenE <Planning@VillageofWarwick.org>
Sent: Friday, February 17, 2023 10:47 AM
To: Robert J. Dickover <Robert.Dickover@DDDLLPLaw.Com>; 'David Getz' <Dave@ep-pc.com>
Subject: 60 West - accessory apt.

Since this application has been removed from the Planning Board please e-mail that after today's date there will be no further billing to the application.
Any questions please let me know.

Maureen

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MARCH 6, 2023
ADDENDUM NO. 1**

**15. RESOLUTION AUTHORIZING SUBSTITUTION
OF COUNSEL IN LITIGATION**

WHEREAS, there is currently pending a lawsuit against the Village of Warwick Zoning Board of Appeals ("ZBA") in New York State Supreme Court, Orange County, under the caption of: *In the Matter of the Application of Stephen M. Gross v. Zoning Board of Appeals of the Village of Warwick, et al.*, (Index No. EF002417-2022); and

WHEREAS, the attorney representing the ZBA in the said litigation is Robert Fink, Esq.; and

WHEREAS, Mr. Fink has asked to withdraw from representing the Village in the said litigation for health reasons;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board of the Village of Warwick hereby authorizes the Village's Attorneys, Drake Loeb PLLC., to be substituted as counsel for the ZBA in the said litigation at the standard hourly rate under their retainer agreement with the Village; and
2. That the Mayor is authorized to execute the change of counsel form and any documents necessary to effect the change of counsel.

_____ presented the foregoing resolution which was seconded by
_____.

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting	_____
Carly Foster, Trustee, voting	_____
Thomas McKnight, Trustee, voting	_____
William Lindberg, Trustee, voting	_____
Michael Newhard, Mayor, voting	_____

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MARCH 6, 2023
ADDENDUM NO. 2**

16. **MOTION** to advertise for (1) part-time DPW seasonal laborer to work the brush pile at a rate of \$16.50 per hour.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____

17. **MOTION** to accept the proposal for surveying services from John Nelting Land Surveyor for land surveying services for Veterans Memorial Park for a lump sum amount of \$14,500 and authorize the Mayor to sign such documents as are necessary.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Lindberg ____

Trustee McKnight ____ Mayor Newhard ____