

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

**LOCATION:
VILLAGE HALL
77 MAIN STREET, WARWICK, NY
7:30 P.M.**

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

1. Introduction by Mayor Newhard.
2. 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 Collura ____

Trustee McKnight ____ Mayor Newhard ____

3. **Public Hearing on the application of Patrick Corcoran for a special use permit to establish a three-family dwelling with a total of six bedrooms at 43 Wheeler Avenue in the Village of Warwick (Tax Map Section 207, Block 5, Lot 1).**

To review site plan and special use permit documents for 43 Wheeler Avenue, please click here: <https://villageofwarwick.org/43-wheeler-ave/>

4. **Public Hearing on the application of Warwick LLC for a special use permit to convert existing first-floor office space into three one-bedroom apartments and to add three additional one-bedroom apartments on the second floor in the building at 8 Forester Avenue in the Village of Warwick (Tax Map Section 207, Block 3, Lot 3).**

To review site plan and special use permit documents for 8 Forester Avenue, please click here: <https://villageofwarwick.org/8-Forester-Avenue/>

5. **Public Hearing on a proposed Local Law entitled: “The Village of Warwick Temporary Moratorium on the Acceptance and Processing of Applications for Approval of Public Utility Facilities Involving Energy Storage Systems.”**

Presentation

1. Veteran’s Memorial Park Master Plan.

Announcement

1. Village of Warwick General Election – Tuesday, March 19, 2024.

Correspondence

1. Email from Orange & Rockland Utilities, Inc. stating that an update will be provided to the Village of Warwick sometime in early December regarding their ability to support Warwick's need without battery storage systems.

Discussion

1. Intersection of Pond Hill and West Street.
2. Community Choice Aggregation.

Public Comment - Agenda Items Only

GUIDELINES FOR PUBLIC COMMENT

The public may speak only during the meeting's Public Comment period and at any other time a majority of the Board allows. Speakers must be recognized by the presiding officer, step to the front of the room/microphone, give their name, residency, and organization, if any. Speakers must limit their remarks to three minutes (this time limit may be changed to accommodate the number of speakers) and may not yield any remaining time they may have to another speaker. Board members may, with the permission of the mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information. The Village Board is not required to accept or respond to questions from the public at meetings but may request that inquiries be submitted in writing to be responded to at a later date. All remarks must be addressed to the Board as a body and not to individual Board members. Interested parties or their representatives may also address the Board by written communications.

Motions

Trustee Cheney's Motions

1. **MOTION** to accept the proposal for engineering services from Barton & Loguidice dated November 1, 2023 for a Lead Service Lateral Inventory Program and authorize the Mayor to sign the amendment to the Master Services Agreement with Barton & Loguidice at a not-to-exceed cost of \$50,000.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

2. **MOTION** to authorize the Mayor to enter into a Temporary Revocable License Agreement with the Warwick Grove Homeowners Association and their snow removal contractor, Wright Brothers Landscaping, to allow two pieces of motorized equipment to be parked inside the fenced area of the sewage pump station located off Mistucky Circle.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Foster's Motions

3. Resolution for the Unpaid Village of Warwick FY 2023-2024 Tax Collection

Whereas; according to Real Property Tax Law § 1436, on or before November 1, the tax collecting officer must deliver an account of the unpaid taxes to the Board of Trustees; and

Whereas; attached is an account describing each parcel of real property upon which taxes are unpaid, the person or persons in whose name the property is assessed, and the amount of unpaid tax totaling \$65,643.08 for the FY 2023-2024 Village of Warwick tax collection; and

Whereas; the Village Board of Trustees has compared the Village Clerk's account of the FY 2023-2024 unpaid taxes with the original FY 2023-2024 tax roll, and has determined that the account is accurate; and

Whereas; each member of the Village Board shall execute the attached certificate which recites that the account and the tax roll have been compared and found to be correct and that the total amount of taxes unpaid for FY 2023-2024 is \$65,643.08; and

Whereas; the signed certificate and account describing each parcel of real property upon which taxes are unpaid, the person or persons in whose name the property is assessed, and the amount of unpaid tax totaling \$65,643.08 for the FY 2023-2024 Village of Warwick tax collection will be returned to the Orange County Commissioner of Finance's Office prior to November 15th in the year in which the levy is made; and

Whereas; these facts must also be included in the official minutes of the Village of Warwick; and

Whereas; within 15 days of the tax collecting officer delivering an account of the unpaid taxes to the Board of Trustees, the Board must file the tax roll and warrant in the office of the Village Clerk. A copy of the tax roll must be permanently retained as a public record.

Now, therefore, be it resolved that the facts set forth in the foregoing paragraphs are hereby included in the official minutes of the Village of Warwick and that the Village Board shall undertake the actions described therein.

_____ 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 _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

4. **MOTION** to increase the total cost for landscape architectural services from Karen Arent for the preparation of a Landscape Master Plan for Veteran’s Memorial Park to \$15,617.50. The increased project cost of \$15,000 was previously approved on June 20, 2023.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

5. **MOTION** to adopt the Veterans Memorial Park Master Plan prepared by Landscape Architect, Karen Arent, dated October 11, 2023.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

6. **MOTION** to grant permission to the Woodland Hollow Learning Center to use the Veterans Memorial Park Pavilion for a Family Picnic on Friday, June 7, 2024, from 4:00 p.m. to 7:00 p.m. Request includes use of restrooms and barricades to close the road leading up to the picnic pavilion. Parking for the event will take place in the McFarland parking lot and in the parking lot next to the Over 35 baseball field. Completed park permit and proof of insurance have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

7. **MOTION** to authorize the Mayor to enter into an Agreement for Repayment of Water and Sewer Charges with the property owner at 15 Ridgefield Road, Warwick NY in the amount of \$1482.22 to be paid in 4 quarterly installments of \$370.56 and authorize the Mayor to sign the same.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

8. **MOTION** to direct the Village Attorney to prepare a draft local law authorizing the Village Board to enter into a Community Choice Aggregate program for the purchase of energy on a Village-wide basis.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Collura's Motions

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

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee McKnight's Motions

10. **MOTION** to authorize the Mayor to execute the 2024 DOT and NON-DOT Drug and Alcohol Testing Agreements with Partners in Safety and to authorize payment in the amount of \$848.00 for the 2024 DOT & NON-DOT Consortium Fees for the Drug and

Alcohol Program at a rate of \$53.00 per employee. Funds are appropriated in budget code A 4010-4910 in the 2023-24 budget.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

**11. RESOLUTION AMENDING SCHEDULE OF FEES TO CHANGE BUILDING
AND PLANNING FEES**

WHEREAS, Village of Warwick Code §64-1 provides that a comprehensive schedule of fees, including Building Department and Planning Board fees, be approved by the Village Board; and

WHEREAS, in order to amend the Village's Schedule of Fees to change the Building Department Fees and Planning Board fees it is necessary for the Village Board to adopt a resolution:

NOW, THEREFORE, BE IT RESOLVED that the Village's Schedule of Fees is hereby amended as follows:

In the Schedule of Fees, under heading “Planning Board Application Fees” the following fee shall be deleted:

Category	Sub-Category	Type of Fee	Amount	Notes	Code Section
Planning Board Application Fee		Site Plan Fee	\$350.00		
Planning Board Application Fee		Major site plan	\$450.00	2 lots or more	
Planning Board Application Fees		Additional dwelling units, Residential cluster development	\$50,000 per dwelling unit	As allowed by § 145-29	

; and

In the Schedule of Fees, under heading “Planning Board” the following fee shall be added:

Category	Sub-Category	Type of Fee	Amount	Notes	Code Section
Planning Board	Cluster Development Bonus Density Units	Additional dwelling units, Residential cluster development	\$50,000 per dwelling unit	As allowed by § 145-29	§ 145-29

; and

In the Schedule of Fees, under heading “Planning Board Application Fees” the following fee shall be added:

Category	Sub-Category	Type of Fee	Amount	Notes	Code
Planning Board Application Fee	Site Plan	Preliminary Site Plan Review	\$350.00		§ 145-92
Planning Board Application Fee	Site Plan	Supplementary Final Site Plan	\$150.00	Supplementary Fee in combination with initial Preliminary Site Plan Review Fee will satisfy the Final Site Plan Fee.	§ 145-92
Planning Board Application Fee	Site Plan	Final Site Plan	\$500.00		§ 145-92
Planning Board Application Fee	Site Plan	Amendment to Approved Site Plan	\$350.00		§ 145-92
Planning Board Application Fee	Escrow	Base escrow fee for Preliminary Site Plan Review, Final Site Plan Review, Amendment to Site Plan.	\$2,000.00	Base escrow for Preliminary Site Plan Review will be applied toward Final Site Plan escrow.	§ 64-3
Planning Board Application Fee	Site Plan Waiver / Change of Use	Change of Use Site Plan Waiver	\$150.00		§ 145-99

; and

In the Schedule of Fees, under heading “Building Department” the following fee shall be added:

Category	Sub-Category	Type of Fee	Amount	Notes	Code
Building Department	Signs	New Sign Application	\$50.00	Exemption - Sign applications before the Planning Board for site plan application.	§ 145-81
Building Department	Signs	Sign Alteration/Relocation Application	\$50.00		§ 145-81

_____ 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 _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

12. RESOLUTION ENACTING A LOCAL LAW
IMPOSING A ONE-YEAR MORATORIUM ON LAND USE APPROVALS
FOR PUBLIC UTILITY FACILITIES INVOLVING
ENERGY STORAGE SYSTEMS

WHEREAS, heretofore the Village Board has considered the adoption of a local law entitled: "The Village of Warwick Temporary Moratorium on the Acceptance and Processing of Applications for Approval of Public Utility Facilities Involving Energy Storage Systems"; and

WHEREAS, following due notice the Village Board held a public hearing on the proposed local law;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board determines that the adoption of this local law is a Type II Action under SEQRA; and
2. That the Village Board hereby adopts the local law; and
3. That the local law shall be effective immediately and shall be filed in the office of the Secretary of State in Albany as required by applicable law.

_____ 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 _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Public Comment – *Non-Agenda Items*

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

VILLAGE OF WARWICK

VILLAGE BOARD

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a PUBLIC HEARING will be held by the Village Board of the Village of Warwick at Village Hall, 77 Main Street, Warwick, New York 10990 on the 6th day of November 2023 at 7:30 p.m. or as soon thereafter as the matter can be heard that day on the application of Patrick Corcoran for a special use permit to establish a three-family dwelling with a total of six bedrooms at 43 Wheeler Avenue in the Village of Warwick (Tax Map Section 207, Block 5, Lot 1).

The Village Board will at the above date, time and place hear all persons interested in the subject matter hereof. Persons may appear in person or by agent. All written communications addressed to the Village Board must be received by the Village Board at or prior to the public hearing.

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

Dated: October 13, 2023

Raina Abramson

From: Keith Murphy <keithmurphy118@gmail.com>
Sent: Monday, October 16, 2023 6:16 PM
To: Michael Newhard; Raina Abramson
Subject: 43 Wheeler Ave Public Hearing

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening. We will not be able to attend the 11/6/23 public hearing regarding Patrick Corcoran's request for a special use permit to build a three family dwelling at 43 Wheeler Avenue.

Several months ago we, and all of our neighbors, submitted a petition asking that you **approve** this request and prevent the property from any chance of being used for *commercial* purposes.

Since that time we have spoken to our neighbors and everyone stands by their original position. Please give our concerns due consideration during your deliberations.

Sincerely, Keith and Marge Murphy
41 Wheeler Ave., Warwick, NY

TO: Village of Warwick Trustees
Village of Warwick Mayor ✓
Village of Warwick Planning Board
Village of Warwick Board of Appeals
Village of Warwick Architectural and Historic Review Board.

RECEIVED

AUG 02 2023

VILLAGE OF WARWICK
CLERK

DATE: July 31, 2023

RE: Proposed construction site plan for 43 Wheeler Ave (Patrick and Hazel Corcoran request)





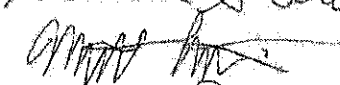



We the undersigned are concerned citizens residing on Wheeler Ave on the block that includes 43 Wheeler Ave. It is our understanding that the Corcoran family wants to build a 2-story apartment building on this site. It is also our understanding that this property could be developed as a *commercial* property which may include a larger building "foot-print" and be up to three stories in height.

We firmly believe that a commercial building would not be compatible with or appropriate for our family-oriented residential neighborhood. In the Village's "Central Space Strategy" report (p. 13), a resident survey supported *Main Street* area development with "Infill buildings with retail on the ground floor and office or residential units on the second floor." However the report also reported: "With the exception of Wheeler Avenue and McEwen Street, the suggestions followed the Main Street pattern above."

In addition, on Page 12 of the Village's 2022 Comprehensive Plan, Goal Q1 seeks "to ensure new development in the Residential and Commercial zones is in character with the existing built environment in terms of scale, materials, etc., while maintaining a diversity of price points in Village housing."

We respectfully request that the Corcoran plans for an apartment building be approved and that a commercial building not be allowed.

Yours truly,

Name	Signature	Wheeler Ave Address
GERARD PIERCE KEITH MURPHY		41 ³⁷
Margaret Murphy		41
Helen Truitt		45
GERMAN S COLOD		45
NATT CURTIS		46
MELODY BROWN		38
KEITH LYNCH		44
MATHEW CAREW SARAH CAREW		50
		48

3. Charrette Results - Synthesis Map

A large portion of this study was dedicated to obtaining the public's input on their perceptions of the future vision of Warwick. To obtain this input Vision Day 1999 was held on March 6, 1999. Although the majority of the results can be found in Section IV, some results relate directly to land use and are discussed here.

The second half of the four hour workshop was to garner input on where residents shop and conduct everyday business, what they perceive as special features of downtown, where open space should be preserved or added, and where infill retail and office development should take place. In addition, residents were asked specific questions with regard to future development of key activities including a new post office, library, farmers market and a new parking structure.

The process to collect the information was very detailed. Workshop participants were assigned to one of 12 tables each with approximately 10 people. Each table had a base map showing building footprints, streets, driveways, parking areas, the creek and other water bodies, and the railroad tracks. They were given three exercises to work through and their thoughts were recorded onto three different pieces of tracing paper that overlaid the map. The SYNTHESIS PLAN on the following page is a integration of the various exercises.

Generally, the synthesis map illustrates how residents currently relate to downtown. For example, when asked where they perceived "Main Street" to be a number of different streets were highlighted. These include Main Street, Oakland, Railroad Avenue, First Street, South Street including a portion of South Street Extension, High Street, Church Street, Forester Avenue, West Street, and Colonial Avenue from Main Street to Forester. The intent of this question was to learn where people most frequently visit for shopping and purchasing of goods. Highlighting the different "Main Streets" also illustrates current pedestrian circulation pattern to and within downtown.

Residents also expressed their desires for infill buildings with retail on the ground floor and office or residential units on the second floor. With the exception of Wheeler Avenue and McEwen Street, the suggestions followed the Main Street pattern above. *

When asked about open space, residents highlighted the Wawayanda Creek, the Village Green adjacent to the historic train station, the historic church and the Park, and outlying areas including the Welling and Kennedy properties.

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www.villageofwarwick.org



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VILLAGE OF WARWICK
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VILLAGE OF WARWICK

VILLAGE BOARD

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a PUBLIC HEARING will be held by the Village Board of the Village of Warwick at Village Hall, 77 Main Street, Warwick, New York 10990 on the 6th day of November 2023 at 7:30 p.m. or as soon thereafter as the matter can be heard that day on the application of Warwick LLC for a special use permit to convert existing first-floor office space into three one-bedroom apartments and to add three additional one-bedroom apartments on the second floor in the building at 8 Forester Avenue in the Village of Warwick (Tax Map Section 207, Block 3, Lot 3).

The Village Board will at the above date, time and place hear all persons interested in the subject matter hereof. Persons may appear in person or by agent. All written communications addressed to the Village Board must be received by the Village Board at or prior to the public hearing.

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

Dated: October 18, 2023

77 Main Street
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clerk@villageofwarwick.org

VILLAGE OF WARWICK

INCORPORATED 1867

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Village Board of the Village of Warwick will hold a public hearing on the 6th day of November, 2023, at 7:30 o'clock p.m., at Village Hall, 77 Main Street, Warwick, New York 10990 on a proposed Local Law entitled: "The Village of Warwick Temporary Moratorium on the Acceptance and Processing of Applications for Approval of Public Utility Facilities Involving Energy Storage Systems."

The purpose of this Local Law is to promote the public health, safety and welfare by enacting a one (1) year moratorium on acceptance, processing and approval of applications for land use approvals for Public Utility Facilities Involving Energy Storage Systems in order to allow time for the Village Board to research, develop and enact local regulations sufficient to oversee the approval and safe operation of the same. A copy of the proposed local law has been posted on the Village's website and is on file in the office of the Village Clerk and available for inspection by interested persons during Village Clerk's business hours.

The Village Board will at the above date, time and place hear all persons interested in the subject matter hereof. Persons may appear in person or by agent. All written communications addressed to the Village Board must be received by the Village Board at or prior to the public hearing.

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

Dated: October 19, 2023

VILLAGE OF WARWICK

LOCAL LAW NO. __ OF THE YEAR 2023

A Local Law establishing a one (1) year moratorium on the acceptance and processing of applications for land use approvals for public utility facilities involving energy storage systems in the Village of Warwick.

BE IT ENACTED that the Village of Warwick imposes a moratorium on approval of public utility facilities involving energy storage systems as follows:

Section 1. Authority

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York.

Section 2. Short Title

This Local Law shall be known as: "The Village of Warwick Temporary Moratorium on the Acceptance and Processing of Applications for Approval of Public Utility Facilities Involving Energy Storage Systems."

Section 3. Definitions

"Code" means the Village of Warwick Code.

"Public utility facilities involving energy storage systems" means any building or site at which electricity is stored in batteries for purposes of supplying power to the electrical utility grid.

"Village" means the Village of Warwick.

"Village Board" means the Village Board of the Village of Warwick.

"Village Clerk" means the Village Clerk of the Village of Warwick.

Section 4. Legislative Purpose

The Village of Warwick has recently experienced serious fires at public utility facilities involving energy storage systems which posed a grave risk to the health, welfare and safety of Village residents. The Village Board of the Village of Warwick has determined that the Village Code lacks provisions sufficient to oversee the approval and safe operation of public utility facilities involving energy storage systems. The intent of this Local Law is to impose a one (1) year moratorium on the acceptance and processing of applications for land use approvals for public utility facilities involving energy storage systems in the Village of Warwick in order to afford the Village Board time to develop and enact local regulations sufficient to oversee the approval and safe operation of the same.

Section 5. Imposition of Moratorium

For a period of one (1) year from and after the effective date of this Local Law, except as provided in Sections "6" and "7" below no applications for land use approvals for public utility facilities involving energy storage systems shall be accepted or processed by the Village for any real property located in the Village of Warwick.

Section 6. Exemptions

This Local Law shall not apply to any application for approval of a public utility facility involving energy storage systems designed for and installed in a residential use.

Section 7. Alleviation of Extraordinary Hardship

A. The Village Board may authorize exceptions to the moratorium imposed by this Local Law when it finds, based upon evidence presented to it, that deferral of action on an application for approvals for public utility facilities involving energy storage systems during the term of this moratorium would impose an extraordinary hardship on a landowner or applicant.

B. An application for an exception based upon extraordinary hardship shall be filed with the Village Clerk, including a fee of Five Hundred and 00/100 Dollars (\$500.00) for each tax map parcel claimed to be subject to extraordinary hardship, by the landowner or the applicant, upon the consent of the landowner. The application shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information and/or documentation as the Village Board shall prescribe as necessary for the Village Board to be fully informed with respect to the application.

C. A public hearing on any application for an exception to this Local Law based upon extraordinary hardship shall be held by the Village Board at a meeting of the Village Board no later than thirty (30) days after the complete application for an extraordinary hardship exception has been filed with the Village Clerk. The Village Board shall determine, by resolution duly adopted, when an application based upon extraordinary hardship is complete.

D. In reviewing an application for an exception based upon a claim of extraordinary hardship, the Village Board shall consider the following criteria:

1. The extent to which the proposed development impacts environmentally sensitive land, would cause environmental degradation, or would adversely impact nearby properties and the neighborhood.
2. Whether the moratorium will expose a property owner or applicant to substantial monetary liability to a third person or would leave the property owner or applicant completely unable, after a thorough review of alternative solutions, to have a reasonable alternative use of the property.
3. The extent to which actions of the applicant were undertaken in the good faith belief that the proposed development of a public utility facilities involving

energy storage systems constituted an approvable use under the existing provisions of the Village Code.

E. Mere delay or concern that new regulations regarding public utility facilities involving energy storage systems may be adopted is insufficient to constitute an extraordinary hardship under this section.

F. At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Village Board shall, in its sole discretion, act upon the application for an exception based upon extraordinary hardship. The Village Board may approve, deny or approve in part and deny in part the application being acted upon.

Section 8. Default Approvals Abolished.

Notwithstanding any law, rule, or regulation to the contrary, no applications for public utility facilities involving energy storage systems shall be granted, deemed granted, or dispensed with as a result of the passage of time during the effective period of this moratorium. Any and all land use approvals for public utility facilities involving energy storage systems granted during the period of the moratorium shall require the affirmative vote of the reviewing board(s) with jurisdiction and endorsement of the plat or plan as otherwise required by law.

Section 9. Penalties.

A. Any person, firm or entity that operates a public utility facility involving energy storage systems without required approvals shall otherwise violate any of the provisions of this Local Law shall be subject to:

1. Such penalties as may otherwise be provided by applicable local laws, ordinances, rules, regulations of the Village for violations; and
2. A fine not to exceed \$500.00 per day from the date that any action is taken in contravention of this local law, together with any other civil remedies available at law; and
3. Injunctive relief in favor of the Village to cease any and all such actions which conflict with this Local Law and, if necessary, to remove any such uses that may have taken place in violation of this Local Law.

B. Any application accepted or approval granted in violation of this Local Law shall be null and void.

Section 10. Extension or Termination of Moratorium.

A. This moratorium may be extended by two (2) additional periods of up to six (6) months each by resolution of the Village Board upon a finding of need for such extension(s).

B. This moratorium, and any extensions thereof, may be terminated at any time by resolution of the Village Board.

Section 11. Validity

In the event that any section, sentence, clause or phrase of this Local Law is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall in no way affect the validity of the remaining portions of this Local Law.

Section 12. Effective Date

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Village Board.

77 Main Street
Post Office Box 369
Warwick, NY 10990
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mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

LEGAL NOTICE
VILLAGE OF WARWICK GENERAL ELECTION
TUESDAY, MARCH 19, 2024

PLEASE TAKE NOTICE in compliance with Section 15-104(3)(a) of the Election Law, that the next General Village Election for the offices to be filled in the Village of Warwick will be held on Tuesday, March 19, 2024.

The following offices will be vacant at the end of the current official year and will be filled at the General Village Election to be held on March 19, 2024, for the following terms:

VILLAGE TRUSTEE	FIVE (5) YEAR TERM
VILLAGE TRUSTEE	FIVE (5) YEAR TERM

VILLAGE OF WARWICK, NEW YORK
RAINA ABRAMSON
VILLAGE CLERK

Dated: October 27, 2023

Raina Abramson

To: Michael Newhard; Cheney; Tom McKnight; Carly Foster; Mary Collura
Subject: O&R Follow Up - Warwick Battery

From: Manera-Mason, Theresa <MasonTh@oru.com>
Sent: Friday, October 20, 2023 12:17:49 PM
To: Michael Newhard <mayor@villageofwarwick.org>; Michael Sweeton <msweeton@townofwarwick.org>
Subject: Warwick Battery

Good afternoon,

I just met with our Utility of the Future group and our Engineers. From my understanding the question came up regarding the ability to support Warwicks needs next summer without the support of the Batteries currently not on. We are working with the engineers to evaluate the situation for this area. We will have an update regarding this sometime early December. I will reach out when we do and we can set up a meeting with them if you would like.

In the meantime if you have any further questions, please let me know.

Have a nice weekend,

*Theresa Manera-Mason
Orange and Rockland Utilities, Inc.
Regional & Community Affairs Manager
Cell: 646-477-2281*

Community Choice Aggregation (CCA) Administrator Request for Proposal (RFP)

Purpose of this Document: *The Template Community Choice Aggregation (CCA) Request for Proposal (RFP) is meant to serve as an example RFP for municipalities and other organizations interested in pursuing CCA and running a competitive process for selecting a CCA Administrator. The information contained within can be adapted to meet a municipality's or a group of municipalities' specific needs. NYSERDA makes no representation that the information contained below will meet any specific municipality's local procurement policies or laws; this template should be customized by each user.*

Municipalities may wish to use the non-italicized text as sample language for a specific section of the RFP. The italicized text offers examples and options but should be drafted by the jurisdiction to meet their individual circumstances and needs. The bracketed text should be edited directly by the jurisdiction.

If CCA and the role of the Administrator is still new to you, you may find the Community Choice Aggregation Toolkit on NYSERDA's website helpful before embarking on an RFP process.

Section 1 – Purpose and Goals

A. Purpose

New York State municipalities are permitted to participate in a CCA program subject to local authorization, pursuant to the New York State Public Service Commission's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 140M-0224 ("PSC CCA Order").

[Insert municipality name(s)] adopted local laws creating its own CCA program. [Insert municipality name] adopted its legislation [insert legislation name] on [insert date], after holding a public hearing on [insert date]. [Repeat above for each municipality]

Suggested language for communities entering a MOU (optional): The municipalities, through their legislative bodies, have adopted a Memorandum of Understanding ("MOU") to work collectively – in compliance with each municipality's respective procurement policy – to solicit, evaluate and select, a common CCA Administrator to assist in procuring, administering, and managing an electricity supply contract.

In this Request for Proposals (RFP), [City(s) / town(s) / Village(s) of ____] intend to review and select an organization to administer a Community Choice Aggregation ("CCA") program.

B. Goals

The municipality(s) seeks to implement a CCA program that: [Insert goals of CCA]. *Example goals could include, but are not limited to:*

- *Reduces electricity costs for community members.*

- *Provides a 100% renewable energy (RE) product as the default supply¹.*
- *Supports locally [Insert definition of local, such as within the town, county, region, or state] produced renewable energy generation.*
- *Supports the community in meeting clean energy goals/targets.*
- *Supports local economic development including local job creation, the attraction and retention of business establishments, and/or investment.*
- *Supports inclusive and equitable access to the CCA program.*
- *Offers constituents a range of opportunities to take advantage of clean energy products and services.*

C. Basic Requirements

Respondents to this RFP must have the following:

- A CCA Implementation Plan and Data Protection Plan approved by the New York Public Service Commission.
- Experience in [insert key experience]. *Potential examples include:*
 - *Experience in all aspects of administering a CCA program.*
 - *Experience procuring a 100% renewable clean energy product.*
 - *Experience with the above in New York State and/or demonstrated experience with New York State clean energy policies and programs.*
- Respondents must be in good financial standing with federal agencies and the State of New York.
- Respondents, subcontractors, or consultants must disclose whether they have been debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency.

D. Timeline

- Issuance of RFP: [Insert date]
- Pre-Proposal Conference RSVP: [Insert date]
- Pre-Proposal Conference: [Insert date]
- Deadline for Submissions: [Insert date]
- Final Decision: [Insert date]
- A pre-proposal conference will be held at [location] on [date] at [time]. If you plan to attend, please contact [name] at [email] or [phone] by [RSVP date].

¹ Green claims can only be made about a CCA's product mix when the supplier retires renewable energy certificates (RECs) on behalf of the municipality in a New York State Generation Attribute Tracking System (NYGATS) Account (with reports on such retirements to the municipality) in a manner that is compliant with the environmental attributes and delivery rules of the New York Public Service Commission Environmental Disclosure Program.

- Submitted proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. A PDF of the proposal, together with all attachments, must be submitted by email no later than [insert time] on [insert date]. Any late proposals will not be accepted.

Interested parties are advised that the authorized contact person for this procurement is set forth below. No contact with any other municipal personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The municipality is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person by telephone or email. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

[Insert contact information]

E. Rights of Individual Municipalities *(in the case of a joint RFP with other municipalities)*

Each municipality reserves the right to contract with a CCA Administrator individually, or with all the other municipalities, or with one or more of the other municipalities on the same terms and conditions as provided in the RFP and the responses thereto. Nothing herein shall preclude any of the municipalities, together or individually, from negotiating contract terms with a CCA Administrator that each municipality deems to be in its best interest.

Ultimately the decision of retaining a CCA Administrator will reside with each individual municipality.

Section 2 - Scope of Services

The [insert name of municipality(s)] is seeking a CCA Administrator to procure, administer, and manage an electricity supply contract for the [insert name of municipality(s)] and to responsibly fulfill the obligations of a CCA Administrator as set out by PSC CCA Order. The following section details the specific scope of services the [insert name of municipality(s)] is seeking:

1. **Compliant with all Federal and NY State laws, rules, and regulations:** Ensure the CCA program complies with the PSC CCA Order, related orders, and other applicable laws and regulations.
2. **Goals and Objectives:** Support the municipality(s) and community(s) in further refining goals and objectives of CCA and identify how success will be measured and evaluated.
3. **Procurement of Electricity Supply Contract:** Procure an electricity supply contract below the utility benchmark price and include a 100% renewable energy option.
4. **Clean Energy Products and Services:** Offer a compelling and robust plan to provide and market clean energy products and services to the community, including the benefits the community may anticipate from such products and services and how success will be measured and evaluated. The benefits may include, but are not limited to, supporting local economic development through local job creation, the attraction and retention of business establishments and/or investment, increasing access to clean energy including for low to moderate income populations, electricity cost savings, reducing greenhouse gas (GHG)

emissions, and improving local air quality. Metrics for measuring and evaluating success may include the percentage of CCA participants that partake in clean energy product and service offerings or the percentage of electricity cost savings per participating household, among others.

- The clean energy products and services could be provided through programs the proposer organization already offers, through the electricity supply contract solicitation, through a separate solicitation for clean energy products and services, or another mechanism.
 - Potential products and services could include, but are not limited to, community solar, rooftop solar, battery storage, clean heating and cooling technologies, energy efficiency, smart home products, demand side management programs, micro-grid projects, electric vehicles, and electric vehicle charging infrastructure. Appendix 1 provides examples of potential clean energy products and services a CCA Administrator could facilitate. These examples should not be viewed as prescriptive. Innovative and creative ideas are encouraged.
5. **Program Roles and Responsibilities:** Take full responsibility for administering the CCA and partner with local organization(s) and municipality(s) to implement the CCA.
 6. **Public Education and Outreach:** Conduct comprehensive community education and outreach on CCA.
 7. **Local Partner/Presence:** Work with/leverage local partner organizations, advocates, and/or other third-party stakeholders and have some local presence.
 8. **Customer Enrollment and Management:** Maximize customer enrollment, maintain and manage customer participation, manage opt-outs.
 9. **Consumer Protection:** Lawfully and securely procure, transfer, and store anonymized and customer-specific program data on behalf of the municipality(s), pursuant to an approved Data Protection Plan.
 10. **Pricing:** Provide a clear description of how the Administrator plans to establish a utility benchmark price to compare and evaluate the CCA price against once the price becomes available.
 11. **Program Fees:** Provide a clear explanation of how the Administrator anticipates covering program costs and any fees that will be passed on to CCA program participants or the municipality(s). This should include:
 - The costs the fee will cover such as program staffing and overhead, outreach and communications, legal expenses, program development.
 - The estimated per kWh fee (if available).
 - How the fee will be collected.
 - Any other fees charged to the municipality(s) or program customers.
 - Any fees associated with clean energy products or services (DERs) or other services offered to CCA customers by the CCA Administrator.
 12. **Reporting:** Analyze and report regularly to the municipality(s) and Public Service Commission on program data, pursuant to the PSC CCA Order.

13. **Implementation Timeline:** Implement and administer the CCA in a timely fashion.
14. **Vet and pre-qualify prospective electricity suppliers, clean energy product and service providers** in accordance with criteria established by the municipality(s).
15. **Continued Support and Additional Services and Information:** Provide continued support and capacity building to the municipality(s) and customers after program launch, including:
 - Customer service.
 - Monitoring and management of contractual obligations.
 - Regular program data and performance metrics reporting.
 - Program development and enhancement.
 - Continued analysis of relevant market and regulatory issues.
 - Ongoing support to the municipality(s) in helping them achieve broader energy goals.
 - Other services and information as relevant.

Section 3 – Proposal Requirements

All proposals must include the following information to be considered complete. The [insert name of municipality(s)] reserve(s) the right to reject any proposal for non-compliance with these requirements and specifications or may choose to accept the proposal regardless of compliance. For each step, be sure to detail what technical and support services the proposer has available.

A. Cover Letter

- a. A transmittal letter on the proposer's business stationery from the individual(s) or a principal officer of the organization offering the proposal and certifying that the proposal will remain in effect for ninety (90) days after the proposal due date. The letter should contain a general description of the mission or focus of the organization and provide the name and address of the individual or firm and contact information for the individual or officer (telephone and email address).

B. Organization Overview

- a. Please provide a brief history of the proposing organization. If a separate organization will be engaged as a subcontractor or consultant for this project, or has entered into any contract (as such term is defined in General Municipal Law Article 18) with any third party in connection with this RFP or with the proposal, please provide the following information for both companies:
 - i. Background
 - ii. Year founded and number of years in business
 - iii. Ownership status (public, private, or non-profit)
 - iv. Office location including headquarters and any local offices
 - v. Number of employees in local branch office at time of submittal (full time employees, excluding subcontractors)
 - vi. Contact information

- vii. Description of the organization
- viii. Federal Tax Identification Number
- ix. Any relevant certifications or licenses

C. CCA Administrator Team

Provide information about the key personnel to be assigned to this CCA Administrator team. If a separate organization will perform any of the responsibilities, please provide project team information for both organizations, including:

- 1. Full contact information for the project manager.
- 2. A team chart including all key personnel and their proposed roles (including subcontractors, if applicable).
- 3. For all key personnel (including subcontractors), include a bio of professional experience, certifications, role, and office location.
- 4. Indicate the local point of contact.
- 5. Indicate if any additional staff would need to be hired to carry out the scope of services.
- 6. Resumes of key personnel, provided in an appendix to the proposal.
- 7. Describe the proposer's compensation structure, fees, and terms.

D. Qualifications: Provide a detailed narrative that clearly demonstrates the proposer's and any subcontractors' prior and relevant qualifications and experience including the following:

- 1. Energy procurement, CCA program administration, and/or community-scale clean energy development in New York State.
- 2. Work with local governments in New York State and in the region.
- 3. Goals or measurable objectives for CCAs that the proposer administered in New York, or other jurisdictions.
- 4. CCA bids for electrical supply that the proposer has solicited or plans to solicit in New York including information on the results of the bid such as:
 - i. How do the electricity prices compare to the utility price benchmarks?
 - ii. Was a renewable energy option procured?
 - iii. Was a local option included?
 - iv. How many accounts were enrolled?

E. Proposed Approach to CCA Administration. Please provide a detailed approach describing how the proposer would carry out the scope of services as outlined in Section 2. The approach should clearly articulate which elements of the scope of services, if any, subcontractors would perform or participate in performing. The proposer's approach should include, but is not limited to the following:

- 1. **Goals and Objectives:** Describe the proposer's approach to defining the goals and measurable objectives for the CCA.
- 2. **Procurement Approach:** Describe the proposer's approach to procuring an electricity supply contract that is below the utility benchmark price and includes a 100% renewable energy supply option.

3. **Clean Energy Products and Services:** Describe the proposer's approach to offering clean energy products and services including renewable energy certificates (RECs), community solar, rooftop solar, smart thermostats, demand response, energy storage, energy efficiency, electric vehicles, and charging infrastructure, or similar products and services.
4. **Program Roles and Responsibilities:** Describe the roles and responsibilities for administration, management, and implementation. Please include information on the roles and responsibilities envisioned for the municipality(s), along with the anticipated workload, the roles and responsibilities of the Administrator, the roles and responsibilities of the energy supplier, and any other relevant organizations or stakeholders that will play a role in the CCA.
5. **Public Education and Outreach:** Describe the proposer's approach to how it will conduct public education, outreach, and capacity building about CCA, energy supply contracts, and renewable energy to the municipality(s), community residents including low to moderate income residents or underserved populations, and businesses within the community. Also provide examples of how the proposer has handled these activities in the past.
6. **Local Partner/Presence:** Describe how the proposer will work with/leverage local partner organizations, advocates, and/or other third-party stakeholders. Describe what kind of local presence the proposer will have, if any. Also provide examples of how the proposer has worked with other local organizations in the past.
7. **Customer Enrollment and Management:** Describe the proposer's approach to:
 - i. Maximizing customer enrollment and maintaining customer participation including considerations for time-of-use customers, demand-metered customers, low-income customers, non-English speaking constituent groups, and other customer segments.
 - ii. Customer service/customer care including website, social media, print collateral, mailings, call center & training, platforms, etc.
8. **Consumer Protection:** Describe the proposer's approach to customer protection, including customer data.
9. **Pricing:** Describe the proposer's approach to establishing a utility benchmark price to compare and evaluate the CCA price against once the CCA price is available.
10. **Program Fees:** Describe the proposer's anticipated fees to complete the Program Scope tasks and how they will be paid for via the electricity supply contract.
11. **Reporting:** Describe the proposer's approach to annual reporting to the municipality(s) and the PSC.
12. **Implementation Timeline:** Outline a proposed timeline for the completion of each task. Submit as an appendix.
13. **Inclusivity:** Describe the proposer's approach to ensure the CCA reaches low to moderate income residents or underserved residents in the community.
14. **Local Impact:** Detail the proposer's approach to making a local impact through job creation, training, or supporting community economic development.

15. **Additional Services and Information:** Describe anything else that may be relevant to the RFP such as other ongoing or additional services the proposer anticipates providing to the municipality(s) to ensure the long-term success of the program beyond the initial contract.

F. **References.** Provide at least three references for whom the proposer's organization has administered a CCA program, or a similar scope of services. Include the following information for each in the appendix:

1. Name and address of client
2. Name and telephone number of contact person
3. Summary of services provided

G. **Required Appendices Checklist.** As an appendix to the submission, the proposer shall include the following checklist to ensure that all components have been included in the proposal.

- ☐ Public Service Commission approved Implementation Plan and Data Protection Plan
- ☐ Local point of contact
- ☐ Resumes of key personnel
- ☐ Implementation Timeline
- ☐ At least three references for whom the proposer has administered a CCA program, or a similar scope of services.
- ☐ Example education, outreach, and engagement materials such as:
 - Links to social media pages and websites
 - PDFs of print material or PowerPoint presentations

Section 4 – Submission Instructions

1. All proposers should carefully review the contents of this document. All the Requirements and Specifications in this document may become part of an agreement to be signed by the municipality(s) and the successful respondent.
2. All proposals must be submitted by [insert date and time].
3. Proposals may be submitted by [insert municipality's required submission format and instructions including contact information of relevant municipal official].

Section 5 – Evaluation Criteria

The municipalities will evaluate proposals based on the weighted criteria described below [Sample evaluation criteria and scoring are provided below. Please adjust and edit as appropriate for any given municipal procurement. The total weighting should add up to 100 and the weighting of each criterion should reflect the importance of each criteria to the municipality].

Criteria	Detail	Weight
Overall Quality of Proposal	<input type="checkbox"/> Degree to which the proposal fulfills the requested scope of services and proposal requirements. <input type="checkbox"/> Clarity and completeness of the proposed team and approach.	[insert value] 10
Experience, Qualifications, and References	<input type="checkbox"/> Capability and experience of the respondent (and its participating subcontractors) to carry out the roles and responsibilities of a CCA Administrator. <input type="checkbox"/> Credentials, capabilities, and experience of the proposed team and key personnel. <input type="checkbox"/> Experience providing effective education and outreach for other community or clean energy programs, especially within New York State <input type="checkbox"/> Quality of references.	[insert value] 40
Technical Approach and Workplan	<input type="checkbox"/> Clear outline of roles and responsibilities of the CCA administrator, municipality, local partners, electricity supplier and any other organizations involved in the CCA.	[insert value] 15
Project Management and Implementation	<input type="checkbox"/> Clear and appropriate implementation timeline that includes key benchmarks such as procurement of clean energy resources, local partnerships formed and customer enrollment start-dates <input type="checkbox"/> Ability to manage subcontractors and collaborate with municipality personnel. <input type="checkbox"/> Ability to help inform and educate project stakeholders including the public.	[insert value] 15
Pricing, Fees & Cost Savings	<input type="checkbox"/> Approach to establishing a utility benchmark price to compare and evaluate the CCA price against once available. <input type="checkbox"/> Clear description of the proposed fees to complete the program scope and tasks and how they will be paid for via the electricity supply contract. <input type="checkbox"/> Experience in procuring energy supply contracts at costs below existing utility rates.	[insert value] 10
Local Impact and Inclusivity	<input type="checkbox"/> Approach to meet local impact goals and incorporate consumer protections (PSC Approved data protection plan). <input type="checkbox"/> Clear explanation of how the approach will benefit the community. <input type="checkbox"/> Description of how the Administrator will reach and market the program to low to moderate income residents or underserved residents in the community. <input type="checkbox"/> Clear articulation of plan for working with local partners and providing a local presence.	[insert value] 10

Section 6 – Selection Process

All proposals that are deemed responsive (as described above) will be reviewed by staff as determined by the judgment of the municipality(s). All reviewers will sign a confidentiality statement and keep all content of proposals confidential, except to the extent disclosure of proposals is required by law or deemed advisable by the municipalities in any litigation arising from this RFP. The winning proposal may be shared unless it contains details on business models and/or proprietary secrets.

Appendix 1. Example Clean Energy Products and Services, Associated Benefits and Measuring Success

Appendix 1 describes several examples of how a proposer may incorporate clean energy products and services into their offering, as well as how they can measure the success of those offerings.

Clean Energy Product/Service	Example	Example Benefits	Measuring Success
Community Solar	<ul style="list-style-type: none"> The CCA develops partnerships with one or more Community Solar projects that are located within same utility territory as the CCA. The CCA encourages community members to subscribe in these projects, regardless of whether they enroll in the CCA program. 	<ul style="list-style-type: none"> Guaranteed long-term electricity bill savings for participating customers. Support local, clean, renewable energy. Support job creation. Reduce GHG emissions. No upfront cost. Participation not limited by rooftop or property characteristics. No operations and maintenance concerns. 	<ul style="list-style-type: none"> Community members and CCA members fully subscribe to the available community solar projects. More than 50% of CCA participants opt-in to the community solar offering. Long-term partnerships are developed with community solar developers and community solar becomes a lasting CCA offering.
Rooftop Solar/Battery Storage/Clean Heating and Cooling (CHC)	<ul style="list-style-type: none"> The CCA partners with existing or new community-based clean energy campaigns such as Solarize, Solarize + Battery Storage, and/or Clean Heating and Cooling Campaigns. CCA and campaign(s) conduct outreach, education, and enrollment to community members in conjunction. Community members learn about the different clean energy product and service options and benefits as well as the CCA and can 	<ul style="list-style-type: none"> Energy and bills savings for participants. Maximize electricity bill savings by installing solar and enrolling in a CCA. Reduce reliance on heating oil or natural gas by installing CHC technologies. Maximize and support local, clean, renewable energy adoption. Support local job creation and workforce training. Reduce GHG emissions. Reduce customer acquisition costs. Compatible with time-of-use rates. 	<ul style="list-style-type: none"> At least 20% of Solarize/Solarize + Battery storage/clean heating and cooling campaign participants install the relevant technology. More than 50% of Solarize/Solarize + Battery storage/clean heating and cooling campaign program participants enroll in the CCA. At least 10% of participants are low to moderate income. Lower purchase and installation cost of relevant technologies by at least 10-20%.

Clean Energy Product/Service	Example	Example Benefits	Measuring Success
	enroll in a one or multiple campaigns.		<ul style="list-style-type: none"> Local university, community college, technical college, or veterans receive workforce training on relevant technology.
Battery Storage	<ul style="list-style-type: none"> The CCA works with the local government and community to identify critical facilities that could benefit from battery storage. Identifies at least one facility, issues an RFP, and selects a qualified energy storage contractor to install storage (or solar + storage) offering. 	<ul style="list-style-type: none"> Increase resilience of critical facilities (e.g., hospital, nursing homes, schools, or community centers) to operate during outages. Help commercial customers avoid demand charges by shifting electric demand need to low cost periods. Provide high power quality without fluctuations in voltage or frequency to critical facilities, such as hospitals. 	<ul style="list-style-type: none"> At least one critical facility in the community evaluates and installs battery storage (or solar + storage).
"Smart Home"/Demand Side Management	<ul style="list-style-type: none"> By enrolling in the CCA customers can also sign up to: <ol style="list-style-type: none"> 1) receive smart home or energy efficient technologies, such as smart thermostats or smart water heaters, that are supported through a utility program or NYSEERDA incentive. 2) enroll in a demand response program where customers allow their load to be shifted remotely by the CCA program administrator. CCA administrator supports the customers with the 	<ul style="list-style-type: none"> Customer bill savings due to reduced consumption. Compatible with time-of-use rates. Ability for program administrator to shift customer electricity consumption in aggregate to times that benefit the grid and avoid electricity supply constraints. CCA participants are educated on smart home and energy efficient products. Increase energy-efficiency of community. 	<ul style="list-style-type: none"> Customers understand their options for energy efficiency and smart home products. 50% of customers who enroll with the CCA receive and install a smart thermostat or other smart or energy efficient technology. 10% of customers who enroll with the CCA enroll in a demand response program.

Clean Energy Product/Service	Example	Example Benefits	Measuring Success
	<p>process of purchasing, installing, and properly using the new, smart, efficient technologies.</p> <ul style="list-style-type: none"> CCA administrator supports customer with enrolling in demand response program and manages customer participation. 		
Electric Vehicles (EVs) and Charging Stations	<ul style="list-style-type: none"> The CCA partners with an existing local community partner or campaign to run an aggregated purchase program to reduce purchase costs on electric vehicles and charging stations for municipal fleets, commercial fleets (if possible), and residents. CCA and EV campaign conduct outreach, education, and enrollment to community members. Community members learn about the options and benefits of EVs as well as the CCA and can enroll in one or both programs. 	<ul style="list-style-type: none"> GHG emissions reductions in the transportation sector. Compatibility with time-of-use rates. Increased cost savings on EV purchases. Reduced customer acquisition costs. 	<ul style="list-style-type: none"> Increase EV penetration in the community by at least 10%. Lower purchase price on EVs by at least 10% for end-users. 10% increase in home and municipal charging stations.

Disclaimer: The primary objective of this document is to assist municipalities in drafting a Local Law to facilitate the creation of Community Choice Aggregation programs in New York State. The following information should not be a substitute for legal advice from an attorney familiar with local requirements.

LOCAL LAW NO. [#]-2016

**A LOCAL LAW TO ESTABLISH A
COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM
IN THE [CITY, TOWN, or VILLAGE OF _____]**

Be it enacted by the [legislative body] of the [City, Town, or Village of _____] as follows:

The Code of the [City, Town, or Village of _____] is hereby amended by adding a new Chapter [#], entitled “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM,” to read as follows:

§1. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the [City, Town, or Village of _____] (“Municipality”) and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for Eligible Consumers in those markets. Among the policies and models that may offer benefits in New York is Community Choice Aggregation (“CCA”), which allows local governments to determine the default supplier of electricity and natural gas on behalf of Eligible Consumers.
- B. The purpose of CCA is to allow participating local governments to procure energy supply service for Eligible Consumers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program (“CCA Program”) that will allow the Municipality and other local governments to work together through a shared purchasing model to put out for bid the total amount of natural gas and/or electricity being purchased by Eligible Consumers within the jurisdictional boundaries of participating municipalities. Eligible consumers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Municipality is authorized to implement this CCA Program pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) as may be amended, including subsequent orders of the Public Service Commission (PSC) issued in connection with or related to Case No. 14-M-0224, to the extent that orders related to Case No. 14-M-0224 enable actions by the Municipality.

- D. This Chapter shall be known and may be cited as the COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM Law of the Municipality.

§2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission's Uniform Business Practices or, if not so defined there, as indicated below:

- A. AGGREGATED DATA shall mean aggregated and anonymized information including the number of consumers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service class.
- B. CCA ADMINISTRATOR shall mean [The city / town / village of _____ or third party CCA Administrator] duly authorized to put out for bid the total amount of electricity and/or natural gas being purchased by Participating Consumers. CCA Administrator is responsible for Program organization, administration, procurement, and communications, unless otherwise specified.
- C. CUSTOMER SPECIFIC DATA shall mean customer specific information, personal data and utility data for all consumers in the municipality eligible for opt-out treatment based on the terms of PSC CCA Order and the CCA program design including the customer of record's name, mailing address, telephone number, account number, and primary language, if available, and any customer-specific alternate billing name, address, and phone number.
- D. DATA SECURITY AGREEMENT shall mean an agreement between the Distribution Utility and the Municipality that obligates each party to meet, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Eligible Consumer with respect to the CCA Administrator or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
- E. DEFAULT SERVICE shall mean supply service provided by the Distribution Utility to consumers who are not currently receiving service from an energy service company (ESCO). Eligible Consumers within the Municipality that receive Default Service, and have not opted out, will be enrolled in the Program as of the Effective Date.
- F. DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects, shared renewables like community solar, energy efficiency, demand response, energy management, energy storage, microgrid projects and other innovative Reforming the Energy Vision (REV) initiatives that optimize system benefits, target and address load pockets/profile within the CCA's zone, and reduce cost of service for Participating Consumers.

- G. DISTRIBUTION UTILITY shall mean owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.
- H. ELIGIBLE CONSUMERS shall mean eligible customers of electricity and/or natural gas who receive Default Service from the Distribution Utility as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the effective date of the ESA.
- I. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- J. NEW CONSUMERS shall mean consumers of electricity that become Eligible Consumers after the effective date of the ESA, including those that opt in or move into Municipality.
- K. PARTICIPATING CONSUMERS shall mean Eligible Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Distribution Utility as of the Effective Date and have not opted out, or are New Consumers.
- L. PROGRAM ORGANIZER shall mean the group responsible for initiating and organizing the CCA. This group will typically secure buy-in from local governments and engage in preliminary outreach and education around CCA. The Program Organizer may be a non-profit organization, local government, or other third party. The Program Organizer and the CCA Administrator may be the same.
- M. PSC CCA ORDER shall mean the PSC's Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case 14-M-0224, "Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs."
- N. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.
- O. SUPPLIERS shall mean ESCOs that procure electric power and natural gas for Eligible Consumers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

§3. Establishment of a Community Choice Aggregation (Energy) Program.

- A. A Community Choice Aggregation (Energy) Program is hereby established by the Municipality, whereby the Municipality may implement a CCA Program to the full extent permitted by the PSC CCA Order, as set forth more fully herein.
- B. The Municipality may act as aggregator or broker for the sale of electric supply, gas supply, or both to Eligible Consumers and may enter into contracts with one or more Suppliers for energy supply and other services on behalf of Eligible Consumers.

- C. The Municipality may enter into agreements and contracts with other municipalities, non-profits, consultants, and/or other third parties to i) develop and implement the CCA Program, ii) act as CCA Administrator, and/or iii) develop offers of opt-in distributed energy resources (DER) products and services to Participating Consumers, including opportunities to participate in local renewable energy projects, shared solar, energy efficiency, microgrids, storage, demand response, energy management, and other innovative Reforming the Energy Vision (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the CCA zone, and reduce costs for CCA customers.
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Municipality's participation in a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Municipality shall not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of Participating Consumers.

§4. Eligibility.

- A. All consumers within the Municipality, including residential and non-residential, regardless of size, shall be eligible to participate in the CCA Program.
- B. All consumers that are members of [identify eligible service classes listed, by utility, in Appendix C of the PSC CCA Order] shall be enrolled on an opt-out basis except for consumers i) that are already taking service from an ESCO, ii) that have placed a freeze or block on their account, or iii) for whom inclusion in the CCA Program will interfere with a choice the customer has already made to take service pursuant to a special rate. Those consumers may be enrolled on an opt-in basis.

Drafting Note: The Municipality may elect to apply opt-out treatment to a more limited class of consumers, to only allow certain classes of consumers to opt in, or both.

- C. New Consumers shall be enrolled on an opt-out basis.

Drafting Note: Municipality may determine whether Eligible Consumers who move into a municipality which is participating in a CCA should be enrolled on an opt-in or opt-out basis. If a Municipality chooses to enroll these consumers on an opt-out basis, it must mail them an opt-out letter consistent with the discussion below providing an opt-out period of at least 30 days before the customer is enrolled. Pursuant to the PSC CCA Order, for those low-income customers whose energy bills are paid by a social services organization, the social services organization shall be the one to opt out on their behalf.

§5. Opt-Out Process.

- A. An opt-out letter, printed on municipal letterhead, shall be mailed to Eligible Consumers at least 30 days prior to customer enrollment. The opt-out letter shall include information on the CCA Program and the contract signed with the selected ESCO including specific details on rates, services, contract term, cancellation fee, and methods for opting-out of the CCA Program. The letter shall explain that consumers that do not opt-out will be enrolled

in ESCO service under the contract terms and that information on those consumers, including energy usage data and APP status, will be provided to the ESCO.

- B. All consumers shall have the option to opt-out of the CCA Program at any time without penalty.

Drafting note: According to the PSC CCA Order, CCA customers must be permitted to cancel CCA service any time before the end of the third billing cycle of the new contract period without penalty or other charges. Therefore, the Municipality may authorize a fee for cancelation of service after the third billing cycle.

- C. Termination fees shall not be charged to consumers that cancel their CCA service as a result of moving out of the premises served.

§6. Customer Service.

Participating Consumers shall be provided customer service including a toll-free telephone number available during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from the Supplier.

§7. Data Protection Requirements.

- A. The Municipality may request Aggregated Data and Customer Specific Data from the Distribution Utility provided, however, that the request for Customer Specific Data is limited to only those Eligible Consumers who did not opt-out once the initial opt-out period has closed.
- B. Customer Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; (ii) the utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to the Municipality or its representative's processing of confidential utility information; and (iii) the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.
- C. The Municipality must enter into a Data Security Agreement with the Distribution Utility for the purpose of protecting customer data.

§8. CCA Advisory Group.

- A. A CCA Advisory Group is hereby established to develop and review CCA related proposals, act as the Municipality's agent in awarding said proposals, and forward information regarding such awards to the [legislative body] for ratification.
- B. Membership to the CCA Advisory Group shall include the [name relevant municipal staff positions i.e. Commissioner of Finance, Director of Purchasing].

§9. Administration Fee.

The Municipality may collect, or cause to be collected, funds from customer payments to pay for administrative costs associated with running the CCA program.

§10. Reporting.

- A. Annual reports shall be filed with the [Legislative Body] of the Municipality by March 31 of each year and cover the previous calendar year.
- B. Annual reports shall include, at a minimum: number of consumers served; number of consumers cancelling during the year; number of complaints received; commodity prices paid; value-added services provided during the year (e.g. installation of DER or other clean energy services); and administrative costs collected. The first report shall also include the number of consumers who opted-out in response to the initial opt-out letter or letters.
- C. If a CCA supply contract will expire less than one year following the filing of the annual report, the report must identify current plans for soliciting a new contract, negotiating an extension, or ending the CCA program.

§11. Effective Date.

This Local Law shall be effective immediately upon passage.

§12. Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.



November 1, 2023

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

Re: Lead Service Lateral Inventory Program
Engineering Services

File: 702.4907

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to continue assisting the Village in the progression of developing and implementing a Lead Service Lateral Inventory Program as outlined in the Preliminary Engineering Report (PER), entitled "*Village of Warwick Lead Service Inventory Project*", dated August 2022. The PER was prepared in accordance with New York State Environmental Facilities Corporation (NYSEFC) guidance for Bipartisan Infrastructure Law (BIL) Lead Service Line projects.

The report evaluated the steps necessary to develop a Lead Service Line Inventory as required by the United States Environmental Protection Agency (USEPA) and the New York State Department of Health (NYSDOH). The Lead and Copper Rule Revisions (LCRR) requires that all community water systems complete an initial service line material inventory that includes all service lines regardless of ownership and submit the inventory to its local health department by October 16, 2024. The inventory list must be publicly accessible, water systems with any Lead Service Lines (LSL), Galvanized Service Lines Requiring Replacement (GSLRR), or unknown Service Line (SL) must provide notification to people served by these lines within 30 days after completing the initial inventory, and water systems must update their inventory annually or triennially depending on their monitoring frequency.

On June 30, 2023, The NYS Department of Health (DOH) notified the Village that it had completed an evaluation for Federal Fiscal Year (FFY) 2022 Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding through the Drinking Water State Revolving Fund (DWSRF) for the project. The Village is eligible for a BIL-LSLR grant award of up to \$575,770.

Recently the Village prepared a Request for Qualifications (RFQ) for consultants to submit qualifications. The Village has since selected B&L for this project through the RFQ process. We have now prepared this initial agreement for our initial services.



Project Background

The water system has suited the Village well since it was originally constructed, with some components dating back as far as the late 1800s. Various improvements and additions to the system have been made over the past century, but large areas of the Village are still serviced by infrastructure dating back to the original construction of the system. The Village of Warwick had a population of 6,652 as of the 2020 Decennial Census. There are 2,764 service connections in the Village water distribution system. The Village is aware of the presence of Lead Goosenecks, Pigtails, or Connectors (LGPC) throughout the distribution system, as well as GSLRR. However, the quantity and location thereof is unknown. Village staff has not encountered lead service lines (LSL), but it cannot be stated definitively that they are not present.

Existing Service Line Inventory

It is B&L's understanding that the Village currently has no LSL Inventory List. The Village is taking steps to develop an LSL Inventory List and will use the New York State Department of Health's (NYSDOH) LSLI Template Excel Spreadsheet. The following information is required in the NYSDOH LSLI Template:

- A street address associated with each LSL and GSLRR – A block, intersection, or landmark is acceptable if a local code doesn't allow using an exact address. An address or other locational identifier for an unknown SL is strongly recommended but not required.
- Whether a SL owned by a water system is or ever was made of lead.
- Identify a material of each SL owned by a water system and a customer among one of the following:
 - Lead including lead-lined galvanized
 - Copper
 - Galvanized
 - Plastic
 - Known Other
 - Unknown but could be lead
 - Unknown but unlikely lead
 - Unknown
- A method used to verify the material of each SL owned by a water system and a customer.

The Village tests lead and copper periodically at 22 locations throughout the distribution system. According to Annual Drinking Water Quality Reports (AWQR) published by the Village, the action level for lead was exceeded at one (1) of the 22 test sites in 2020. The Village Water Treatment Plants (WTP) utilize orthophosphate for corrosion control.

This proposal is for the next steps in the project including engineering services for administration and coordination of the review of existing records, community outreach program, water quality sampling/modeling program, and excavation program. The following are typical recommended Lead Service Lateral Program Actions:

- **Review of Existing Records** – The Village can compile and review all available photographs and record documents that may contain evidence of SL material. Also, the Village can complete a search of codes enforcement and tax records to inventory structures constructed after June 1986. The installation of lead service lines was banned by the Federal Safe Drinking Water Act in June 1986. For buildings constructed after this date, it is acceptable to assume that the service line does not contain lead. Note that this only applies if the Village can demonstrate that the Village-owned water service for the new building was also installed post 1986.

It is B&L's understanding that existing records are limited, and a preliminary review thereof has not revealed significant information regarding service line materials. However, the PER indicated it is expected that further review will demonstrate that at least 350 SLs were installed after June 1986. For purposes of this LSL Inventory work plan, it is assumed that 13% (350) of SLs will be identified via existing records, leaving 87% (2,414) remaining for further investigation.

- **Community Involvement/Outreach** - For those properties for which LSL status cannot be determined through existing records, the Village should collect photo records of residential water services to document pipe material on the privately-owned side of the service connection (from curb stop to household plumbing). If residents do not voluntarily provide photos, door-to-door follow-up will be necessary to determine privately-owned water service material through other means (visual observation, etc.). It is anticipated that Village staff will perform door-to-door follow-ups.
- **Water Quality Sampling/Predictive Modeling** - Water quality sampling protocols have been used by water systems to detect the presence of LSLs. One of the most common methodologies is targeted service line sampling involving flushing out the volume of water in the premise plumbing, then collecting and analyzing a sample from the service line. The volume of water from the tap to the service line can be estimated based on pipe diameters and lengths; however, is typically in the 4- to 5-liter range. A lead concentration threshold of 3- to 5-micrograms per liter (µg/L) in the fifth or sixth liter is indicative of an LSL. It is important to note that water quality sampling is a more appropriate screen for the presence of LSLs since low and non-detect lead levels may not reliably detect the absence of LSLs (Hensley et al., 2021).

Water quality sampling can be performed in a targeted manner where a higher concentration of samples will be collected from areas with more suspected or confirmed LSLs and less from areas with more confirmed non-LSLs based on the existing records review. The PER did not propose collecting water quality samples from every property where the SL cannot be confirmed to be non-LSL. It was assumed that the Village will sample 30% of the properties with undetermined LSL status based on the existing records review. The Village has limited resources to go door-to-door and collect water quality samples. Therefore, a subconsultant can be engaged to send

water quality test kits and instructions. Door-to-door follow-up via the village engineering consultant can be performed for those properties for which a sample is requested but not submitted.

Predictive Modeling - Utilizing the data gathered through the water quality testing program, and any other available data from existing records and community outreach, a predictive model can be created. The model would generate probabilities that a given service line would contain lead based on proximity to known LSLs, and several other factors (age of construction, etc.).

- **Exploratory Excavation** - For those SLs which the Village is unable to identify the material through the methods above, it is recommended that Village DPW crews and/or an excavation/utility location subcontractor perform exploratory excavation at the water service curb stop to visually observe the material on either side.
- **Engineering Services** - The coordination of water quality sampling efforts and the preparation of an engineering report summarizing the results of the LSL inventory program and subsequent LSL replacement program.

Scope of Service – B&L proposes the following scope of services:

1. **Monthly Progress Meetings** – B&L will coordinate and attend bi-weekly progress meetings with Village officials and staff to discuss the project and status of LSL program action items and responsibility.
2. **Funding Assistance** – Prepare and submit finance application to the New York State Environmental Facilities Corporation and New York State Department of Health for FFY 2022 Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding for the project through the Drinking Water State Revolving Fund Program.
3. **Engineering Services** – Administration and coordination of the review of existing records, community outreach program, water quality sampling/modeling program, and excavation program. Also, this proposal includes the creation of a GIS map utilizing County data to visually summarize the final LSL inventory; and assist in the preparation of the final LSL inventory and subsequent recommended replacement program.

As has been discussed with the Village, an initial \$50,000 allocation is appropriate for B&L to assist in the LSL Inventory. B&L services will be provided on a time and expense basis and billed monthly. Remaining fee will be assessed during the bi-weekly meetings at which point it will be determined if additional fees will be allocated pending B&L further level of involvement.

We trust that this agreement will meet the Village's needs for the LSL program, and we are available to proceed immediately with the services upon authorization. We appreciate this opportunity to be of service to the Village and look forward to working with you.

Honorable Michael J. Newhard, Mayor
Village of Warwick
November 1, 2023
Page 5



If you have any questions regarding any item in this agreement, please feel free to contact us directly.

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, P.E.
Senior Vice President

JAB2/tlh

Attachments

Authorization

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

Michael J. Newhard, Mayor
Village of Warwick

Date

Barton & Loguidice
Billing Rates For Calendar Year 2023



Travel by passenger vehicleIRS standard mileage rate
 Overnight travel & subsistenceat cost
 Telephone, postage, overnight delivery, etc.....at cost
 In-house printing..... Unit rate schedule for printed material
 Field equipment & expendablesUnit rate schedule
 Unmanned Aircraft Systems (UAS)\$300/day
 Outside services including lab services & printingCost plus 15%

Billing Title	Billing Code	2023 Billing
		Rate
Executive Manager	P12	285.00
Manager V	P11	245.00
Manager IV	P10	220.00
Manager III	P9	205.00
Manager II	P8	195.00
Manager I	P7	185.00
Professional VI	P6	170.00
Professional V	P5	153.00
Professional IV	P4	138.00
Professional III	P3	126.00
Professional II	P2	114.00
Professional I	P1	98.00
Technician VII	T7	152.00
Technician VI	T6	143.00
Technician V	T5	128.00
Technician IV	T4	117.00
Technician III	T3	105.00
Technician II	T2	90.00
Technician I	T1	78.00
Construction III	C3	143.00
Construction II	C2	121.00
Construction I	C1	108.00
Technical Assistant III	TA3	106.00
Technical Assistant II	TA2	90.00
Technical Assistant I	TA1	77.00

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUDICE, D.P.C. ("Consultant")

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

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant 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 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant 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.

E. Consultant 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.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant'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). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant 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.

I. The services to be provided by Consultant 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 Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant 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.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, 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 Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant 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 a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such 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 Consultant 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 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or 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 (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) 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 Consultant 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. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant 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.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

**For Contracts Funded with the NYS Clean Water State Revolving Fund
or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

☐ **Treatment Works and Drinking Water Projects**

☐ **Non-Treatment Works**

☒ **Non-Construction**

Effective October 1, 2022

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov**

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEO)	6
III. Business Participation Opportunities for MWBEs.....	7
A. Contract Goals	7
B. MWBE Utilization Plan	8
C. Request for Waiver	8
D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")	8
E. Liquidated Damages - MWBE Participation.....	9
SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES.....	9
SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT	10
SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS	10
SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 7 RESTRICTIONS ON LOBBYING	16
SECTION 8 CONSTRUCTION SIGNS.....	16
ATTACHMENTS (Required Forms).....	17
Attachment 1 – EFC MWBE Utilization Plan.....	18
Attachment 2 – AIS Contractor's Certification.....	19
Attachment 3 – Lobbying Certification	20

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212. This does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all CWSRF projects and for DWSRF projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Minority- and Women- Owned Business Enterprises ("MWBE") participation requirements of this section apply to the Contracts Meeting Article 15-A Thresholds.

Contracts Meeting Article 15-A Thresholds means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:

- a) Non-Construction Provider Contracts greater than \$25,000;
- b) Non-Construction Provider Contracts that are initially under \$25,000 but subsequent change orders or contract amendments increase the Contract value to above \$25,000;
- c) Construction Contracts greater than \$100,000; and,
- d) Construction Contracts that are initially under \$100,000 but subsequent change orders or contract amendments increase the Contract value to above \$100,000.

Disregard this section if it does not apply to this Contract or Subcontract.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.
2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.
3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of \$10,000, as those terms are defined therein.
5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.
6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.
- C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.
- D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

- A. Each Contractor and Subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.
- F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- G. **For construction contracts in excess of \$10,000**, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at <https://www.eeoc.gov/employers/eo-1-survey/eo-1-instruction-booklet> , if Contractor or Subcontractor:
1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. **New York State certified MWBE participation goals for this contract are 20%**. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
 - a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
 - b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
 - c. NYS Intermunicipal Grants that are also receiving EFC financing.
2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at <https://ny.newnycontracts.com>.
3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.
 - a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
 - b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

5. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Recipient for liquidated or other appropriate damages, as set forth herein.

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.
3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.
5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.
2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

D. Monthly MWBE Contractor Compliance Report ("Monthly MWBE Report")

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.
2. Liquidated damages shall be calculated as an amount not to exceed the difference between:
 - a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
 - b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.
3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.
4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

**SECTION 3 PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE
CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

The requirements of this section apply to all Construction Contracts and Subcontracts

- A. New York State Veterans' Service Law Article 3, and 9 NYCRR Part 252, and/or any other related regulations promulgated thereto, provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. New York State recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of EFC Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

- B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <http://ogs.ny.gov/Core/SDVOBA.asp>.
- C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The requirements of this section apply to (1) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (2) all Contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist

between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm> . Wage determinations may be obtained from the US Department of Labor's website, <https://beta.sam.gov/> .

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government->

contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and

basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

The Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government Contracts or federally assisted Construction Contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 7 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as Attachment 3, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional signage is required for projects receiving financing from the federal Bipartisan Infrastructure Law (BIL).

If Contractor is expected to provide an EFC Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be found on EFC's website.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified MWBE, please contact EFC for assistance.

MWBE firms must be certified by the NYS Empire State Development Corporation (ESD) in order to be counted towards satisfaction of MWBE participation goals. The utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the Utilization Plan. Please note whether a firm is serving as a broker or supplier on the contract. A broker is denoted by NAICS code 425120 and is designated as a broker in ESD's MWBE Directory. A supplier is denoted by a NAICS code beginning with 423 or 424, or a NIGP code that does not begin with the number 9 and is designated as a supplier in ESD's MWBE Directory. If a firm is serving as a broker, please additionally provide the percentage of the broker's commission on the contract.

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	GIGP No.:	Contract ID:	Registration No. (NYC only):
Minority Business Officer:		Email:	Phone #:
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION			
Firm Name:		Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Prime Firm is Certified as: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> N/A <input type="checkbox"/> Other: If certified, please include Prime information in Section 3. If dual certified, you must select either MBE or WBE.			
Address:		Phone #:	Fed. Employer ID #:
Description of Work:			
Award Date:	Start Date:	Completion Date:	MWBE GOAL Total
Total Contract Amount: \$ MWBE Eligible Contract Amount: \$ (MWBE Goals are applied to this amount and includes all change orders, amendments, & specialty waivers)			PROPOSED MWBE Participation
Total: % \$			Total: % \$

**NYS Environmental Facilities Corporation
Minority- & Women- Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: MWBE SUBCONTRACTOR INFORMATION				
This Submittal is:	<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #: 	Contract Amount:	For EFC Use:	
NYS Certified M/WBE Subcontractor Info				
Business Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
NYS Certified M/WBE Subcontractor Info				
Business Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
NYS Certified M/WBE Subcontractor Info				
Business Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				
NYS Certified M/WBE Subcontractor Info				
Business Name:	Fed. Employer ID#:			
Address:	Phone #:			
Scope of Work:	Email:			
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:	Start Date:			
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A	Completion Date:			
Full Contract Amount: \$				

**NYS Environmental Facilities Corporation
Minority- & Women-Owned Business Enterprise (MWBE) Utilization Plan**

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued				
Business Name:				
Address:				
Scope of Work:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A				
Full Contract Amount: \$				
	Fed. Employer ID#:			
	Phone #:			
	Email:			
	Start Date:			
	Completion Date:			
Business Name:				
Address:				
Scope of Work:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A				
Full Contract Amount: \$				
	Fed. Employer ID#:			
	Phone #:			
	Email:			
	Start Date:			
	Completion Date:			
Business Name:				
Address:				
Scope of Work:				
Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other:				
Select Only One: <input type="checkbox"/> Broker % <input type="checkbox"/> Supplier <input type="checkbox"/> N/A				
Full Contract Amount: \$				
	Fed. Employer ID#:			
	Phone #:			
	Email:			
	Start Date:			
	Completion Date:			
SIGNATURE				
Electronic Signature of Contractor: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function.				
Name (Please Type):				Date:

Attachment 2 – AIS Contractor's Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title:
Contractor's Name:
Contract ID:
SRF Project No.:
SRF Recipient Name:

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:
Name (print):
Title:
Date:

Attachment 3 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.:

Recipient:

Project Description:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Name:

Title:

Company Name:

Date:

Contract ID:



**Environmental Facilities Corporation Certification for Architectural/Engineering
Services Procurement for Federally Funded Projects**

Municipality: Village of Warwick

EFC Project Number: 19370

Contract ID	Contractor Name	Execution Date
	Barton & Loquidice, DPC	

I, Michael Newhard, am an Authorized Representative of the Municipality.

I hereby certify that the Municipality has procured the Architectural and Engineering Services (as that term is defined in 40 U.S.C. 1102) for the contract(s) listed above in accordance with 40 U.S.C. 1101 *et seq.*, as outlined below.

- (i) Public announcement of the solicitation (e.g., a Request for Qualifications);
- (ii) Evaluation and ranking of the submitted qualifications statements was based on established, publicly available criteria (e.g., identified in the solicitation). Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- (iii) Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- (iv) Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- (v) Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered. In the event that a contract could not be negotiated with the most highly qualified firm, negotiation continued in order of qualification.

Authorized Representative

Title: Mayor

Date:

TEMPORARY REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, dated October __, 2023, by and between the Village of Warwick, a municipal corporation with offices at 77 Main Street, Warwick, New York, 10990 ("Village"), Warwick Grove Homeowners' Association, Inc., a homeowners' association located in Warwick, New York, 10990 (the "HOA"), and the HOA's snow removal contractor, Wright Brothers Landscaping, a limited liability company providing landscaping and snow removal services with offices at 325 Kings Highway, Warwick, New York 10990 ("Wright Brothers"),

WHEREAS: The Village was granted an Easement and an Irrevocable Offer of Dedication by Warwick Grove Company, LLC both dated May 21, 2013 governing infrastructure including pump stations (the "Property"), which includes a sewage pump station accessible from Mistucky Circle as described in the easement.

WHEREAS: The HOA has requested that the HOA may use the area inside the fence of the Property to temporarily park snow removal vehicles and/or equipment from November 1, 2023 through May 1, 2024.

WHEREAS: The Village Board of Trustees is willing to permit the HOA to make the said use of the Property from November 1, 2023 through May 1, 2024 as a measure which promotes health and safety of the residents of the Village of Warwick, provided that the said snow removal vehicles and equipment are being used for clearing snow from the HOA's property in the Warwick Grove residential development.

NOW, THEREFORE, , in consideration of their mutual covenants and obligations, which all parties agree constitute good and valid consideration, the parties agree as follows:

1. The Village hereby grants a revocable license to the HOA to use the portion of the Property depicted in Exhibit A for temporary parking of snow removal vehicles and equipment for the purpose of plowing the aforesaid property of the HOA. This revocable license shall extend to the HOA, its contractors, subcontractors, members, employees and agents, and shall permit them to enter upon the Property as necessary to place, store, access, and use such vehicles and equipment. The term of the said license shall be November 1, 2023 through May 1, 2024.

2. In consideration of grant of the said revocable license, the HOA shall pay the Village the sum of One Dollar (\$1.00) upon execution of this License Agreement.

3. The HOA shall indemnify and hold harmless the Village and its Board of Trustees from claims arising from its use of the Property, including reasonable attorneys' fees and expenses. Further, the HOA agrees to require its snow removal contractor to indemnify and hold harmless the Village and its Board of Trustees from claims arising from its use of the Property, in substantially the form provided below. The HOA shall cause its snow removal contractor to have and maintain public liability insurance of the types and in the amounts specified in its contract, to name the Village an additional insured on such insurance, and to provide the Village with a certificate of insurance and copies of the relevant policies on request. This insurance shall not be permitted to lapse and in the event of any change, the contractor shall provide the HOA and Village with new certificates of insurance, and the certificate of

insurance shall provide that the Village is entitled to at least thirty (30) days' notice of any change in coverage or cancellation of the policy.

4. The HOA may begin using the Property on November 1, 2023, and must vacate the Property by May 1, 2024. The HOA agrees to leave the Property in substantially the same condition in which the Property was on November 1, 2023.

5. The Village is not obligated to perform any work on the Property, and is specifically not required to clear the Property or a path to vehicles parked or equipment stored there in the event of snowfall. The Village is not responsible for theft or damage to vehicles parked or equipment stored on the Property or at any other time. The owner of any vehicles or equipment shall bear all risk of theft, damage, or vandalism.

6. No maintenance or repairs of vehicles or equipment shall be performed at the Property. Nor shall any gasoline, oil or other petroleum products be stored or used to service vehicles or equipment on the Property. There shall be no storage of salt or other de-icing chemicals on the Property.

7. The HOA and its snow removal contractor shall at all times comply with applicable law. Further, the HOA and its snow removal contractor shall at all times keep the Property in neat and clean condition in accordance with the Property Maintenance provisions of the Village Code. Additionally, the use made of the Property by the HOA and its contractors shall be conducted in such a manner so as not to create unreasonable noise, odors or fumes.

8. This Agreement cannot be modified, except in writing signed by all of the parties. Each of the parties warrants and represents that its signatory to this Agreement possesses authority to execute the Agreement and to bind the respective party to the terms of this Agreement.

9. The HOA may change snow removal contractors. At the HOA's request, the Village will permit a new contractor to use the Property under this license provided the contractor provides the required insurance and indemnification, and complies with the other terms of this license. In the event that Wright Brothers is no longer providing snow removal services to the HOA, it shall no longer be permitted to park vehicles or store equipment at the Property. With the consent of the HOA, Wright Brothers may assign its interest under this Agreement to a successor snow removal contractor provided the successor contractor assumes the obligations of Wright Brothers under this Agreement. In that case, the HOA will notify the Village in writing.

10. Wright Brothers agrees to defend, hold harmless, and indemnify the Village and its Board of Trustees from and against any and all claims, suits, losses, damages, investigations and proceedings, including reasonable attorneys' fees and expenses (collectively "Losses") to the extent arising or based directly or indirectly on: (a) its use of the Property pursuant to this Agreement; (b) personal injury or property damage arising out of its use of the Property; and (c) personal injury or property damage arising from its vehicles, equipment and/or the operation thereof.

11. In the event of a breach of this Temporary Revocable License Agreement by the HOA or its contractors, the Village may terminate the license upon seven (7) day's written notice. There shall be no right to cure a breach. Further, in the event that the Village brings a lawsuit against the HOA or its contractors for breach of this agreement, damage to the Property or to recover possession of the Property, the Village shall be entitled to an award of attorneys' fees in the event that it prevails in such action.

WHEREFORE, the parties duly executed this Agreement on the date first written above.

<p>VILLAGE OF WARWICK</p> <p>By: _____</p> <p>Michael Newhard, Mayor</p>	<p>WRIGHT BROTHERS LANDSCAPING, LLC</p> <p>By: _____</p> <p>_____, Member</p>
	<p>WARWICK GROVE HOMEOWNERS ASSOCIATION, INC.</p> <p>By: _____</p> <p>_____, President</p>

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

Memo to: Mayor Newhard and Village Board of Trustees

From: Raina Abramson, Village Clerk

Date: November 2, 2023

Re: Unpaid Village of Warwick FY 2023-2024 Taxes

.....

Enclosed please find an account of the Village of Warwick FY 2023-2024 Unpaid Taxes detailing the following:

- | | |
|--|----------------|
| • The Village of Warwick FY 2023-2024 Tax Warrant: | \$4,253,896.82 |
| • Total Taxes Collected: | \$4,188,253.74 |
| • Total Taxes Remaining Unpaid: | \$65,643.08 |

The file of uncollected taxes was sent electronically to Orange County on November 3, 2023. The County will be returning a reconciliation certificate, as noted in the November 6, 2023 'Resolution for the Unpaid Village of Warwick FY 2023-2024 Tax Collection'. This certificate must be signed by each Trustee to turn the unpaid taxes over to the County by November 15th.

**Village of Warwick Village 2023
Tax Warrant**

Description:		Original Amount:	Adjustments:	Current Amount:
General Tax		3,348,557.48	0.00	3,348,557.48
Sewer Improvement		427,998.91	0.00	427,998.91
Warwick Water		476,069.07	0.00	476,069.07
Pro-rated/omitted		874.44	0.00	874.44
Alarm Relevy		195.00	0.00	195.00
Unpaid Sewer		50.96	0.00	50.96
Unpaid Water		150.96	0.00	150.96
Bill Count: 2497		Totals: 4,253,896.82	0.00	4,253,896.82

Village of Warwick Village 2023

Collection Summary

All Inclusive

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Village 2023	4188253.74	8998.87	0.00	53.00	65643.08
Totals:	4188253.74	8998.87	0.00	53.00	65643.08

Collection Statistics:

Number of Postings:	2462
Percentage Collected:	98%
Number of Adjustments:	0
Number of Voids:	14
Number of Returned Payments:	19
Number Refunded Duplicate Pmnts:	3
Total Refunded:	4681.13
Notice Handling Fees Collected:	53.00

Received Via:	
On-Line:	85
Mail:	1635
Counter:	731

Cash:	26969.58
Check:	4013979.67
Other:	156436.36
Total:	4197385.61
Minus Duplicate/Over Payments:	0.00
	4197385.61
Taxes:	4188253.74
Penalty:	8998.87
Surcharge:	0.00
Ret. Check Fees:	80.00
Notice Fees:	53.00
Total:	4197385.61
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
	4197385.61

Other Payment Type Breakout:

Online Payment:	85	156436.36
-----------------	----	-----------

Village of Warwick Village 2023

Levy Line Supplement

All Inclusive

Levy Line:	Amount Collected:
General Tax	3300316.97
Sewer Improvement	419808.09
Warwick Water	466958.28
Pro-rated/omitted	874.44
Alarm Relevy	195.00
Unpaid Sewer	25.48
Unpaid Water	75.48
Levy Lines Listed: 7	Totals: 4188253.74

Village of Warwick Village 2023

Paid List

All Inclusive

	Tax Amnt:	Tax Paid:	Penalty:	Surcharge:	Notice Fee:	Tot. Collected:	Remaining Taxes Due:
Totals:	4188253.74	4188253.74	8998.87	0.00	53.00	4197305.61	0.00

Parcels Listed: 2429

Village of Warwick Village 2023

Unpaid List

All Inclusive

	Tax Amnt:	Tax Paid:	Penalty:	Surcharge:	Notice Fee:	Tot. Collected:	Remaining Taxes Due:
Totals:	65643.08	0.00	0.00	0.00	0.00	0.00	65643.08

Parcels Listed: 49

Village of Warwick Village 2023

Levy Line Supplement

All Inclusive

Levy Line:	Amount Uncollected:	Amount Collected:
General Tax	48240.51	0.00
Sewer Improvement	8190.82	0.00
Warwick Water	9110.79	0.00
Unpaid Sewer	25.48	0.00
Unpaid Water	75.48	0.00
Levy Lines Listed: 5	Totals: 65643.08	0.00

Village of Warwick Village 2023

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #:	Owner: Owner Address:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
201-1-1-1	000001	Village View Estates LLC	/ /	1333.75	0.00		0.00	1333.75
201-1-1-1	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952					Locust St		
201-1-1-2	000002	Village View Estates LLC	/ /	1276.07	0.00		0.00	1276.07
201-1-1-2	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952					Locust St		
201-1-1-3	000003	Village View Estates LLC	/ /	1203.99	0.00		0.00	1203.99
201-1-1-3	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952					Locust St		
201-1-2	000004	Village View Estates LLC	/ /	1023.74	0.00		0.00	1023.74
201-1-2	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952					Locust St & Woodside Dr		
201-3-39	000057	Bank of New York Mellon	/ /	1712.23	0.00		0.00	1712.23
201-3-39	1600 South Douglass Rd Anaheim, CA 92806					75 Maple Ave		
205-1-31.2	000292	Alario Jeffrey	/ /	403.73	0.00		0.00	403.73
205-1-31.2	Alario Marina 34 Maple Ave Warwick, NY 10990					Robin Brae		
207-2-35	000445	Thompson John	/ /	21.63	0.00		0.00	21.63
207-2-35	17 W 87th St Apt 2 New York, NY 10018					Ridgeway		
207-3-5	000449	Forney Eileen M	/ /	921.81	0.00		0.00	921.81
207-3-5	19 Church Street Warwick, NY 10990					19 Church St		
207-5-15	000478	75 Main Street Warwick LLC	/ /	2305.44	0.00		0.00	2305.44
207-5-15	652 Minisink Tpke Port Jervis, NY 12771					75 Main St		
208-1-22	000534	Barrett Real Estate	/ /	1723.06	0.00		0.00	1723.06
	Holdings LLC 1614 Union Valley Rd West Milford, NJ 07480					44 Colonial Ave		
209-1-3	000545	County of Orange	/ /	7.22	0.00		0.00	7.22
209-1-3	Attn Real Property 255 Main Street Goshen, NY 10924					West St		
209-2-29.3	000593	Haimerl Clinton	/ /	2723.86	0.00		0.00	2723.86
209-2-29.3	12 Iris Ln Tuxedo, NY 10987					123 West St		
210-2-16	000615	108 Mc Ewen Street LLC	/ /	749.86	0.00		0.00	749.86
210-2-16	108 Mc Ewen St Warwick, NY 10990					108 Mc Ewen St		
210-3-4	000643	Jackson Leona	/ /	1065.99	0.00		0.00	1065.99
210-3-4	73 Mc Ewen Street Warwick, NY 10990					73 Mc Ewen St		
210-6-1	000677	Saladino & DePalma LLC	/ /	1370.68	0.00		0.00	1370.68
210-6-1	PO Box 1233 Warwick, NY 10990					19-21 Mc Ewen St		

Village of Warwick Village 2023

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #: Owner Address:	Owner:	Pmnt. Date:	Tax Amt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
210-7-5	000697	Barr Brielle	/ /	1746.55	0.00	35 West St	0.00	1746.55
210-7-5	35 West St	Warwick, NY 10990						
210-11-3	000741	Berman Allison	/ /	1646.84	0.00	48 Orchard St	0.00	1646.84
210-11-3	48 Orchard St	Warwick, NY 10990						
211-2-12	000854	Efemar Realty Corp	/ /	2489.77	0.00	64 Main St	0.00	2489.77
211-2-12	Attn: Frank Rinaldi	64 Main St	Warwick, NY 10990					
211-4-9	000864	JP Morgan Chase Bank	/ /	2024.96	0.00	21 South St	0.00	2024.96
211-4-9	National Association c/o Industry Consulting Group	PO Box 1919 Wichita Falls, TX 76307						
211-6-1.22	002450	Lehigh & Hudson River RR	/ /	32.50	0.00	Oakland Ave	0.00	32.50
211-6-1.22	Sussex & Warren Holding Corp c/o Jeryl Industries - Bldg 15	590 Belleville Tpke Kearny, NJ 07032						
211-10-5.1	000914	Nepco Enterprises Inc	/ /	1388.94	0.00	Park Ln	0.00	1388.94
211-10-5.1	PO Box 659	Stony Point, NY 10980-0659						
213-3-11	001002	Dautaj Arben & Arta LLC	/ /	5896.28	0.00	36 Oakland Ave	0.00	5896.28
213-3-11	125 Lakeshore Dr	Oakland, NJ 07436						
213-4-2	001013	Thomson Tia M	/ /	1700.72	0.00	6 Third St	0.00	1700.72
213-4-2	6 Third St	Warwick, NY 10990						
213-4-7	001018	Remo Alexis B	/ /	1438.26	0.00	11 Belmar Ct	0.00	1438.26
213-4-7	11 Belmar Ct	Warwick, NY 10990						
214-9-4	001144	Russell William	/ /	1577.21	0.00	4 Hawthorne Ave	0.00	1577.21
214-9-4	Russell Norma	2401 NW 23rd St Suite 1A1 Oklahoma City, OK 73107						
214-11-15	001182	Grace Nora	/ /	1653.58	0.00	129 South St Ext	0.00	1653.58
214-11-15	Lentjes Zackary	129 South St Ext	Warwick, NY 10990					
214-12-2	001191	Pulliam Jacquelyn M	/ /	1630.24	0.00	28 Galloway Rd	0.00	1630.24
214-12-2	Pulliam David A	28 Galloway Rd	Warwick, NY 10990					
215-1-12	001210	Warwick Pioneer Farm LLC	/ /	129.77	0.00	South St Ext	0.00	129.77
215-1-12	65 St Hwy 94 S	Warwick, NY 10990						
215-3-64	001277	Chisholm Daniel R Jr	/ /	1629.51	0.00	20 Highland Ave	0.00	1629.51
215-3-64	20 Highland Ave	Warwick, NY 10990						
217-4-6	001383	Maddalone Patricia A Trust	/ /	1860.55	0.00	42 Southern Ln	0.00	1860.55
217-4-6	Roma Diane Trustee	31 John Street	Warwick, NY 10990					

Village of Warwick Village 2023

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #: Owner Address:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
218-1-70	001567 T 5 J Enterprises LLC	/ /	1045.67	0.00		0.00	1045.67
218-1-70	PO Box 398 Tallman, NY 10982				110 Laudaten Way		
218-1-89.2	001587 Dumonte Evelyn	/ /	1345.30	0.00		0.00	1345.30
218-1-89.2	24 Oak Hill Ct Owings Mills, MD 21117				3 Laudaten Way		
218-2-15	001606 Sharkey Gerard F Jr	/ /	2282.34	0.00		0.00	2282.34
218-2-15	Newman Carol A 4 Arthurs Ct Warwick, NY 10990				4 Arthurs Ct		
219-1-2.1	001667 Warwick Commons LLC	/ /	201.86	0.00		0.00	201.86
219-1-2.1	475 S Main St New City, NY 10956				Balt Rd & Ridgefield Rd		
219-1-17.1	001681 Grady Brendan	/ /	2716.23	0.00		0.00	2716.23
219-1-17	Grady Kelly 40 Sheffield Dr Warwick, NY 10990				40 Sheffield Dr		
222-1-1-77	001905 Fevola Rae A	/ /	608.49	0.00		0.00	608.49
222-1-1-77	21 The Rise Warwick, NY 10990				21 The Rise		
222-1-1-81	001909 Snell Mary Ann	/ /	520.52	0.00		0.00	520.52
222-1-1-81	15 N Henry Street Pearl River, NY 10965				11 The Rise		
222-1-1-109	001937 Stanford Richard S	/ /	582.83	0.00		0.00	582.83
222-1-1-10	2643 E Valencia Gilbert, AZ 85296				26 The Rise		
222-1-1-121	001949 Kilcoyne Stephen G	/ /	597.50	0.00		0.00	597.50
222-1-1-12	2 The Rise Warwick, NY 10990				2 The Rise		
222-1-1-126	001954 Correa Hector	/ /	582.83	0.00		0.00	582.83
222-1-1-12	22 The Rise Warwick, NY 10990				22 The Rise		
222-1-1-1-39	001961 Quackenbush John	/ /	637.82	0.00		0.00	637.82
222-1-1-1-39	3 Homestead Vil Dr Warwick, NY 10990				3 Homestead Vil Dr		
223-1-1-15	001977 Caufield Katharine Neely	/ /	669.10	0.00		0.00	669.10
223-1-1-15	230 Homestead Village Dr Warwick, NY 10990				230 Homestead Vil Dr		
223-1-1-67	002029 Antoniadis Caroline	/ /	777.38	0.00		0.00	777.38
223-1-1-67	13 Weather Vane Way Warwick, NY 10990				13 Weather Vane Way		
223-1-1-73	002035 Hayden Robert Trustee	/ /	859.70	0.00		0.00	859.70
223-1-1-73	Janet Dowsett Trust 62 Blooms Corners Rd Warwick, NY 10990				25 Weather Vane Way		
223-1-1-105	002067 255 Homestead Village 105 LLC	/ /	654.44	0.00		0.00	654.44
223-1-1-10	255 Homestead Vil Dr Warwick, NY 10990				255 Homestead Vil Dr		

Village of Warwick Village 2023

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #: Owner Address:	Owner:	Pmnt. Date:	Tax Armt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
223-1-1-149	002111	Long Heather Trustee	/ /	757.07	0.00		0.00	757.07
223-1-1-14	PSA Schluter Trust	162 Bakerfield Dr Middletown, DE 19709				157 Village Green Ct		
226-1-1-14	002183	Krauss Eileen P	/ /	613.61	0.00		0.00	613.61
226-1-1-14	23 Magnolia Ln	Warwick, NY 10990				23 Magnolia Ln		
229-1-2	002315	Pioneer Square LLC	/ /	3640.77	0.00		0.00	3640.77
213-9-2	61 South Main St - Suite 1	New City, NY 10956				Oakland Ave		
231-1-3	002322	Giessel Allison	/ /	1860.88	0.00		0.00	1860.88
220-1-6	12 Cowdrey St	Warwick, NY 10990				12 Cowdrey St		
Totals:				65643.08	0.00		0.00	65643.08

Parcels Listed: 49



Karen Arent Landscape Architect

Invoice for Landscape Architectural Services

BILL TO

Mayor Michael Newhard and
Board of Trustees
Village of Warwick
P.O. Box 369
Warwick, NY 10990

DATE

8/1/2023

INVOICE #

23-153

DESCRIPTION	QTY	RATE	AMOUNT
LANDSCAPE ARCHITECTURAL SERVICES FOR JULY 2023:			
VETERAN'S MEMORIAL PARK			
Junior Landscape Architect			
July 7, 2023 - Convert survey to KALA cad standards, overlay site plan on new survey	1.5	65.00	97.50
July 10, 2023 - Overlay site plan on new survey	0.5	65.00	32.50
July 17, 2023 - Overlay site plan on new survey	0.5	65.00	32.50
July 18, 2023 - Overlay site plan on new survey	0.5	65.00	32.50
July 25, 2023 - Try to figure out how to convert drawing into kmz file for google earth	1	65.00	65.00
PAST DUE			
	Total		\$260.00



karenarentdesign

12 Old Minisink Trail
845-294-9958 Phone



Goshen, NY 10924

KarenArentDesign@frontier.com

www.KarenArentDesigns.com





Invoice for Landscape Architectural Services

BILL TO

Mayor Michael Newhard and
Board of Trustees
Village of Warwick
P.O. Box 369
Warwick, NY 10990

DATE

9/7/2023

INVOICE #

23-175

DESCRIPTION	QTY	RATE	AMOUNT
LANDSCAPE ARCHITECTURAL SERVICES FOR AUGUST 2023:			
VETERAN'S MEMORIAL PARK			
Karen Arent Registered Landscape Architect			
August 7, 2023 - Project coordination	0.25	95.00	23.75
Junior Landscape Architect			
August 2, 2023 - Configure the best way to view and measure CAD plans	0.75	65.00	48.75
August 2, 2023 - Project coordination with town of Warwick	0.25	65.00	16.25
August 4, 2023 - Look into grant for Mayor Newhard, phone call with representative for Fitness Courts	0.5	65.00	32.50
August 7, 2023 - Project coordination with Karen	0.25	65.00	16.25
August 14, 2023 - Edit plans to include updated survey from surveyor	0.5	65.00	32.50
PAST DUE			
Total			\$170.00



karenarentdesign

12 Old Minisink Trail Goshen, NY 10924
845-294-9958 Phone KarenArentDesign@frontier.com
www.KarenArentDesigns.com



Invoice for Landscape Architectural Services

BILL TO

Mayor Michael Newhard and
Board of Trustees
Village of Warwick
P.O. Box 369
Warwick, NY 10990

DATE

10/10/2023

INVOICE #

23-200

DESCRIPTION	QTY	RATE	AMOUNT
LANDSCAPE ARCHITECTURAL SERVICES FOR SEPTEMBER 2023:			
VETERANS MEMORIAL PARK			
Karen Arent Registered Landscape Architect			
September 14, 2023 - Revise design	14	95.00	1,330.00
September 15, 2023 - Preparation of landscape master plan	4.5	95.00	427.50
September 16, 2023 - Prepare design, Project coordination	4.5	95.00	427.50
Junior Landscape Architect			
September 20, 2023 - Edit plans and work items	2.5	65.00	162.50
September 21, 2023 - Edit plans, edit work items	1.5	65.00	97.50
Total			\$2,445.00



karenarentdesign

12 Old Minisink Trail
845-294-9958 Phone

Goshen, NY 10924

KarenArentDesign@frontier.com

www.KarenArentDesigns.com



Karen Arent Landscape Architect

Statement

TO:

Mayor Michael Newhard and
Board of Trustees
Village of Warwick
P.O. Box 369

DATE

10/26/2023

Warwick, NY 10990 DATE	TRANSACTION			AMOUNT	BALANCE
10/31/2022	Balance forward				0.00
11/29/2022	INV #22-601.			812.50	812.50
01/03/2023	PMT #027723.			-812.50	0.00
01/03/2023	INV #22-624.			1,432.00	1,432.00
02/01/2023	INV #22-644.			5,947.50	7,379.50
02/14/2023	PMT #027911.			-1,432.00	5,947.50
02/27/2023	PMT #021991.			-5,947.50	0.00
03/01/2023	INV #22-663.			595.00	595.00
04/05/2023	INV #23-4.			1,148.75	1,743.75
04/10/2023	PMT #028151.			-595.00	1,148.75
05/02/2023	INV #23-30.			1,497.25	2,646.00
05/08/2023	PMT #028277.			-1,148.75	1,497.25
06/01/2023	INV #23-91.			1,309.50	2,806.75
06/26/2023	PMT			-1,497.25	1,309.50
07/09/2023	PMT #028515.			-1,309.50	0.00
08/01/2023	INV #23-153.			260.00	260.00
09/07/2023	INV #23-175.			170.00	430.00
10/10/2023	INV #23-200.			2,445.00	2,875.00
<i>Total charge for Veteran's Memorial Park = \$15,617.25</i>					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	2,445.00	170.00	260.00	0.00	\$2,875.00



karenarentdesign

12 Old Minisink Trail
845-294-9958 Phone



Goshen, NY 10924

karenarentdesign@Frontier.com

www.karenarentdesigns.com



WOODLAND HOLLOW LEARNING CENTER
20 Iron Mountain Road, Warwick, NY 10990 (845) 986-9959

October 31, 2023

Raina Abramson

Village of Warwick

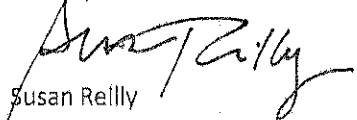
Village Clerk

To Whom it May Concern,

I would like to confirm the rental of Memorial Park for Woodland Hollow Learning Center's Family Picnic on Friday, June 7, 2024, from 4:00-7:00 PM. There will be less than 200 people in attendance. We request the use of restrooms and parking lot as well as barricades for road closure leading up to the picnic pavilion.

Please let me know if you have any questions!

Thank you,


Susan Reilly

Owner/Director

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



VILLAGE OF WARWICK
INCORPORATED 1867

RECEIVED
06/19/23
(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
CLERK'S OFFICE

Facility Use Request Form
For Gatherings of Less Than 200 People

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: 10/19/23

Title of Event: Woodland Hollow Learning Center Family Picnic

Purpose of Event: Family Picnic

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: 6/7/24 Rain Date Requested: _____

Arrival Time: 4:00 Departure Time: 7:00

Event Start Time: 4:00 Event End Time: 7:00

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Susan Reilly

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

Mailing Address of Responsible Party: 20 Iron Mountain Road Warwick N.Y.

Email Address: Susan@woodlandhollow.com Cell Phone: (845) 987-4956

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

Name of Organization (if Applicable): Woodland Hollow L.C.

Name of Organization's Director(s)/Officer(s): Susan Reilly

Organization's Phone: (845) 986-9959 Email Address: _____

Mailing Address of Organization: _____

Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 150 max.

** If greater than 200 people, at any given time DO NOT complete this form. See instructions.*

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 50

Please explain the parking plan for the event: Parking lot

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <u>✓</u>
Music / Loudspeakers / Sound System <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes _____ No <u>✓</u>
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 _____ No <u>✓</u>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up: _____</i> <i>Date & time tent will be removed: _____</i>	Yes _____ No <u>✓</u>

RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> _____ _____ <i>*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.</i> <i>*Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</i>	Yes _____ No <input checked="" type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <input checked="" type="checkbox"/>
Other <i>Please explain:</i> _____	Yes _____ No _____

SPECIAL REQUESTS:
CHECK YES OR NO

Road Closure <i>List road(s):</i> _____ <i>Closed between the hours of</i> _____ <i>and</i> _____ <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables</i> _____ <i>No. of Chairs</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Football/Over 35 Field Lights <i>Additional fee required for use of field lights.</i>	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Pavilion Lights	Yes _____ No <input checked="" type="checkbox"/>

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Please explain: _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECTION 5: FEES/SECURITY DEPOSIT

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

☒ \$200 Security Deposit - (Must be a Separate Payment)

☐ Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ _____ (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 WHLC (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

WHLC (Name Organization).

Susan Reilly
 Printed Name of Applicant/Responsible Party

[Signature]
 Signature of Applicant/Responsible Party

10/19/23
 Date

Clerk Use Only: Security Deposit Check # 2245 Certificate of Insurance ☒ Host Liquor Liability N/A
 Fees Received N/A Park Map(s) ☒ Police Dept. Approval (if applicable) N/A
 Facility Use Calendar _____ Parade Calendar (if applicable) N/A

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. 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. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. 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:

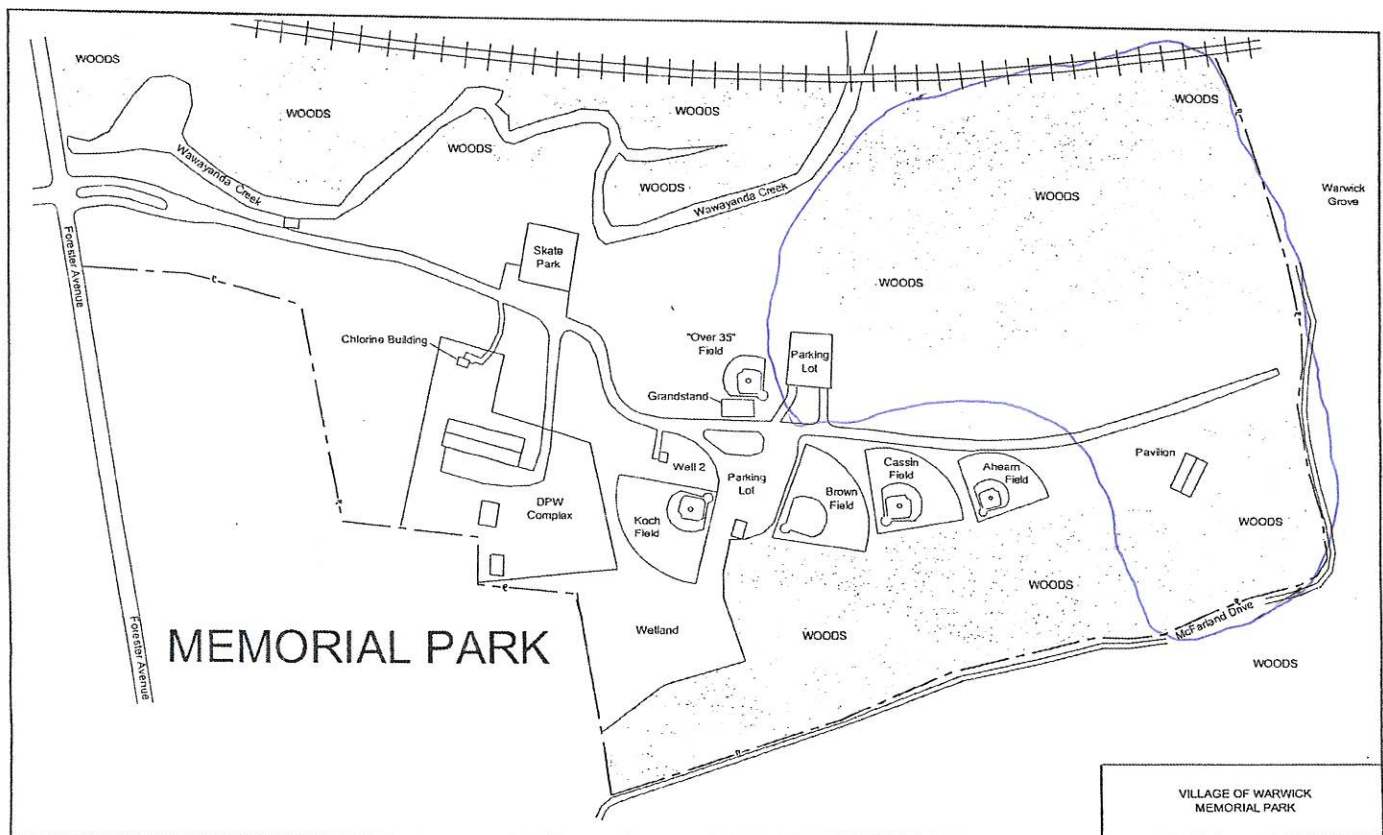
Susan Reilly

Printed Name of Applicant/Responsible Party

[Signature]

Signature of Applicant/Responsible Party

Date 10/19/23



**AGREEMENT FOR REPAYMENT OF WATER AND SEWER CHARGES
BETWEEN THE VILLAGE OF WARWICK AND THE
PROPERTY OWNER AT 15 RIDGEFIELD ROAD, WARWICK, NY**

Account #901300-2
BILLING CYCLE 2

This Agreement made the ____ day of November 2023 by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (the "Village") and _____, with an address at 15 Ridgefield Road, Warwick, New York (the "Property Owner").

WHEREAS the Property Owner is the owner of real property located at 15 Ridgefield Road, Warwick New York 10990, being also designated as Section 219, Block 1, Lot 11.1 on the tax map of the Village of Warwick, County of Orange, State of New York (hereinafter the "Property") which receives municipal central water and sewer service from the Village of Warwick; and

WHEREAS, as of the date hereof, the Property Owner owes \$1,482.22 in municipal central water and sewer service charges; and

WHEREAS, the Property Owner has claimed a related hardship in regard to the said charges, and wishes to enter into an agreement for repayment of water and sewer charges.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Property Owner acknowledges that the entire amount of \$1,482.22 is currently due and payable; and
2. The Property Owner agrees to pay the said in **quarterly installments of \$370.56** and the Village agrees to accept such payments in full satisfaction of the outstanding bill. The Property Owner acknowledges that the agreement for installment payments is a grace period only for outstanding payments, and that the Property Owner must keep current on all future water and sewer bills while making installment payments.
3. It is agreed between the Village and the Property Owner that the Property Owner may pay the entire amount due hereunder at any time, and thereby discharge its liability for such payments. Provided, however, that no partial payments shall be accepted by the Village; and payments must be made by the Property Owner either in the quarterly payments prescribed hereunder or in tender of the entire amount due hereunder.
4. In order to accept the said repayment installments, the Village shall establish an installment plan on the existing account with a quarterly sewer installment of \$150.12 and water installment of \$220.44 for the payment of the \$1,482.22 bill. Ongoing water and sewer charges will continue to be billed from the Property Owner's existing account as well.

5. The Property Owner shall pay the sum of **\$370.56** (constituting the sewer installment of \$150.12 and the water installment of \$220.44) to the Village each quarter in addition to such bill for current water and sewer usage as may be due. **The first payment shall be deemed due on January 15, 2024** and must be submitted by the Property Owner upon the execution of this Agreement. Subsequent payments shall be billed on the 15th day of the month in the months of March, June, September, and December. Bills will be due by the 15th day of the month in the months of April, July, October, and January.

6. The repayment installments shall be subject to all fees and procedures as all water accounts in the Village of Warwick except that any fees or penalties shall only be assessed based on failure to timely make the individual quarterly payment then due or outstanding, not based on the entire balance of the repayment. The fees and procedures shall include, but not be limited to, the following:

- a. A 5% late fee shall be assessed against all payments thirty (30) days past due.
- b. An additional 3% late fee shall be assessed against all payments sixty (60) days past due.
- c. 15 days after the 60-day late fee notice, a shut off notice will be placed on the door of **15 Ridgefield Road**.
- d. In the event water service is shut off, a \$100.00 shut off/reconnect fee will be assessed against the account.
- e. 10 days after the shut off notice is sent; water service will be shut off until the balance is paid by cash or bank check including all late fees and other charges associated with the late payment.
- f. The remaining balance will be relieved onto the yearly Village Taxes if not paid.

7. In the event that the Property is sold or title is otherwise transferred or conveyed, the outstanding balance on the account including repayment installments must be paid in full at the time of closing or such transfer or conveyance.

8. **VILLAGE POLICY IF THIS AGREEMENT IS NOT SIGNED AND RETURNED WITHIN THIRTY (30) DAYS.** In the event that the Property Owner fails to return a properly executed copy of this Agreement to the Village Clerk within thirty (30) days after such Agreement was mailed or otherwise provided to the Property Owner, the Property Owner shall be deemed to have irrevocably rejected the Agreement.

THE VILLAGE OF WARWICK

PROPERTY OWNER

By: Michael Newhard, Mayor

Michael Knipp

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 11/6/23

For approval to transfer available appropriations for the following Fiscal Year 2023-2024 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
A5110.1000	Streets - Personal Service	422,654.12	6,812.46	Actual vs budget payroll	A5010.1200	DPW - WORKERS COMP SALARY	(1,772.19)	1,772.19
				Actual vs budget payroll	A8140.1000	Storm Sewer/Drainage - Personal Service	(3,090.27)	3,090.27
				To cover cost of CDL licenses	A5110.4750	Streets - Training/Safety	(1,950.00)	1,950.00
A1990.4950	Contingent	50,000.00	4,269.89	To cover engineering for South St sidewalks and PB secretary desk and chair	A8020.2000	Planning - Equipment	(1,147.15)	1,269.89
A7140.4900	Parks - Special Projects	29,337.69	7,000.00	Survey-Memorial Park	A1440.4000	Engineer - Contracted Services	(7,648.00)	10,000.00
A5142.4650	Snow Removal - Salt/Supplies	111,883.22	15,748.00	To cover purchases for the remainder of the year	A5110.4050	Streets - Auto Maintenance	1,460.21	10,000.00
				To cover the cost of the plow and safety lighting for new truck purchase	A5110.2350	Streets - Equipment	(5,748.00)	5,748.00
TOTAL			33,830.35		TOTAL			33,830.35

Respectfully submitted,


Sadie Becker
Village Treasurer

Backup Documentation: Negative balance listing report

Report Date: 11/1/23

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						
A-1440-4000	29,500.00	0.00	37,148.00	0.00	0.00	0.00	7,648.00-	125.93
	Engineer - Contracted Services							
A-5010-1200	0.00	0.00	11,238.18	9,465.99	0.00	0.00	1,772.19-	118.72
	DPW - WORKERS COMP SALARY							
A-5110-2350	133,186.00	0.00	152,950.56	14,016.56	0.00	0.00	5,748.00-	103.90
	Streets - Equipment							
A-5110-4750	1,000.00	0.00	4,485.22	1,535.22	0.00	0.00	1,950.00-	176.92
	Streets - Training/Safety							
A-8020-2000	0.00	0.00	1,147.15	0.00	0.00	0.00	1,147.15-	0.00
	Planning - Equipment							
A-8140-1000	7,153.00	0.00	10,567.71	324.44	0.00	0.00	3,090.27-	141.33
	Storm Sewer/Drainage - Personal Service							
Fund Total								
	170,839.00	0.00	217,536.82	25,342.21	0.00	0.00	21,355.61-	110.89
Year Total								
	170,839.00	0.00	217,536.82	25,342.21	0.00	0.00	21,355.61-	110.89

Towns and Villages of Orange County Drug and Alcohol Testing Agreement

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$53.00 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:	\$ 49.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 97.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• Offices of Partners In Safety:	\$ 79.00 per test
• Approved walk-in medical facility:	\$ 117.00 per test
DOT Breath Alcohol test the offices of Partners In Safety:	\$ 40.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 67.00 per test
DOT/19A physical performed at the offices of Partners In Safety:	\$ 74.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 275.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 185.00 per hour (minimum of 2 hours, plus the cost of the test)

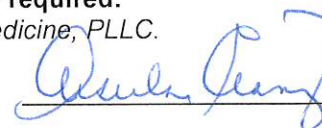
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature & Title _____

Client Village of Warwick

Date: _____



Ursula Clancy, President

Partners In Safety, Inc.

Partners In Safety, Inc.
800 Route 17M
Middletown, NY 10940
845-341-0515

Invoice

Date	Invoice #
1/1/2024	4031.2024

Bill To
Village of Warwick Michael Newhard P.O. Box 369 Warwick, NY 10990

P.O. No.	Terms
	Net 30 days

Quantity	Description	Rate	Amount
12	Consortium Fee for Drug & Alcohol Program	53.00	636.00
	2023 Consortium Fee		
	2024		
CREDIT CARD PAYMENTS ACCEPTED AT AN ADDITIONAL 3.25%		Total	\$636.00
		Balance Due	\$636.00

Towns and Villages of Orange County Drug and Alcohol Testing Agreement

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$53.00 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

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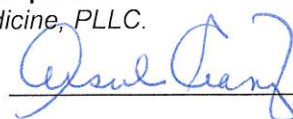
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature & Title _____

Client _____ Village of Warwick (NON-DOT)

Date: _____



Ursula Clancy, President

Partners In Safety, Inc.

Partners In Safety, Inc.

800 Route 17M
Middletown, NY 10940
845-341-0515

Invoice

Date	Invoice #
1/1/2024	4032.2024

Bill To
Village of Warwick Michael Newhard P.O. Box 369 Warwick, NY 10990

P.O. No.	Terms
	Net 30 days

Quantity	Description	Rate	Amount
4	Consortium Fee for Drug & Alcohol Program	53.00	212.00
	2023 Consortium Fee		
	2024		
CREDIT CARD PAYMENTS ACCEPTED AT AN ADDITIONAL 3.25%		Total	\$212.00
		Balance Due	\$212.00

Category	Sub-Category	Type of Fee	Amount	Notes	Code Section
Planning Board Application Fees	Site Plan	Preliminary Site Plan Review	\$350.00		\$ 145-92
Planning Board Application Fees	Site Plan	Supplementary Final Site Plan	\$150.00	Supplementary Fee in combination with initial Preliminary Site Plan Review Fee will satisfy the Final Site Plan Fee.	\$ 145-92
Planning Board Application Fees	Site Plan	Final Site Plan	\$350.00		\$ 145-92
Planning Board Application Fees		Major site plan	\$500.00		
Planning Board Application Fees		Amendment to Approved Site Plan	\$450.00	2 lots or more	
Planning Board Application Fees	Site Plan	Amendment to Approved Site Plan	\$350.00		\$ 145-96
Planning Board Application Fees	Cluster Development Bonus Density Units	Additional dwelling units, Residential cluster development	\$50,000 per dwelling unit	As allowed by § 145-29	\$ 145-29
Planning Board Application Fees	Escrow	Base escrow fee for Preliminary Site Plan Review, Final Site Plan Review, Amendment to Site Plan.	\$2,000.00	Base escrow for Preliminary Site Plan Review will be applied toward Final Site Plan escrow.	\$ 64-3
Planning Board Application Fees	Site Plan Waiver / Change of Use	Change of Use Site Plan Waiver	\$150.00		\$ 145-99
Building Department Signs		New Sign Application	\$50.00		\$ 145-81
Building Department Signs		Sign Alteration/Relocation Application	\$50.00	Exemption - Sign applications before the Planning Board for site plan application.	\$ 145-81

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

13. **MOTION** to hire Devon Fox for the position of Village of Warwick Office Intern at a pay rate of \$16.50 per hour at 32.5 hours per week for the period of December 28, 2023 to January 17, 2024.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____