

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 6, 2022
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: August 15, 2022.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____
Trustee McKnight ____ Mayor Newhard ____

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

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____
Trustee McKnight ____ Mayor Newhard ____

Correspondence

1. Letter from Council Board Member and Grant Committee Chair of the New York State Urban Forestry Council, Karen Emmerich, awarding the Village of Warwick \$885 in funding for a tree planting project in Veterans Memorial Park.
2. Letter from Village resident, Patrick Gallagher, regarding his concerns of excessive speed on West Street.
3. Village of Warwick Recreation Summary from Recreation Director, Ron Introini.
4. Letter from Village of Warwick Architectural and Historic Review Board Alternate, Andrew Avila, announcing his resignation effective August 29, 2022.

5. Letter from Village of Warwick Trustee, Corey Bachman, announcing his resignation effective September 7, 2022.

Announcement

1. In accordance with Village Law 3-312, Mayor Newhard's appointment of former Village of Warwick Trustee, William Lindberg, to fill the vacancy created in the office of Trustee for the remainder of the current official year, September 7, 2022 to April 3, 2023. A special election will be held in March 2023 to fill the remainder of the term, April 3, 2023 to April 1, 2024.
2. The Village of Warwick is currently under a drought watch. Residents are asked to voluntarily conserve water.

Privilege of the Floor

Please limit your comments to **three (3)** minutes. If reading a document, please submit a copy to the Clerk. Please note all remarks must be addressed to the Board as a body and not to individual Board members. Please state your name clearly before speaking. These rules are taken from the Handbook for Village Officials – New York State Conference of Mayors and Municipal Officials.

Motions

Trustee Cheney's Motions

1. RESOLUTION REAFFIRMING THAT THE RESERVOIR WATER STORAGE TANK AND WELL NO. 3 IMPROVEMENTS PROJECTS ARE TYPE 1 ACTIONS AND WILL NOT HAVE A SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT

WHEREAS, the Village of Warwick (Village) is proposing improvements to the existing Village of Warwick Water Storage Tank and Well No. 3 Water Treatment Plant (Project); and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, as amended, the New York State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6NYCRR Part 617 (the "Regulations"), the Village desires to comply with SEQRA and the Regulations with respect to the Project; and

WHEREAS, the Project has been classified as an "Type 1 Action" as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, pursuant to the State Environmental Quality Review Act ("SEQRA") and the implementing regulations at 6 NYCRR Part 617, the Village of Warwick previously completed the SEQRA process and passed a Negative Declaration for the proposed Project on November 15, 2021;

WHEREAS, the previously reviewed project scope is unchanged, but the Village has elected to re-complete the coordinated review process and allow for 30 days of Interested and Involved agency review and comment; and

WHEREAS, the Village of Warwick Village Board, as Lead Agency, has re-confirmed the Full Environmental Assessment Form (FEAF), and subsequently re-notified all Interested and Involved agencies about the Project;

NOW, THEREFORE, BE IT RESOLVED, that based upon an examination of Parts 1, 2, and 3 of the FEAF and other available supporting information, and considering both the magnitude and importance of each relevant area of environmental concern, and based further upon the Village Board's knowledge of the area surrounding the Project and such further investigations of the Project, the Village Board reaffirms the following findings and determinations:

- the Project constitutes an "Type 1 Action" (as the quoted term is defined in the Regulations); and
- no significant adverse environmental impacts are noted in the FEAF for the Project and none are known to the Village Board; and
- preparation of a Draft Environmental Impact Statement will not be required.

BE IT FURTHER RESOLVED, that as a consequence of such determinations and in compliance with the requirements of SEQRA and the Regulations, the Village Board re-confirms that a negative declaration determination is appropriate for this Project; and

BE IT FURTHER RESOLVED, that the Village Mayor is directed to prepare an updated Negative Declaration in accordance with 6 NYCRR § 617.12; and

BE IT FURTHER RESOLVED, that the Village Board directs the Village Mayor to publish notice of and file a copy of the Negative Declaration for the Project in accordance with the Regulations; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

_____ 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 _____

Corey Bachman, Trustee, voting _____

Michael Newhard, Mayor, voting _____

**2. RESOLUTION AUTHORIZING SUBMISSION OF A NEW YORK STATE
WATER INFRASTRUCTURE IMPROVEMENT ACT (WIIA) GRANT
APPLICATION FOR THE VILLAGE OF WARWICK WATER SYSTEM
IMPROVEMENTS PROJECT**

WHEREAS, the Village Board of the Village of Warwick duly caused to be prepared a Preliminary Engineering Report (PER) recommending improvements to the Village's Reservoir Water Storage Tank and Well No. 3 Water Treatment System; and

WHEREAS, the proposed improvements to such water system components includes upgrades such that Well No. 3 will meet the EPA's Surface Water Treatment Rules for Groundwater Under the Direct Influence of Surface Water and the Reservoir Water Storage Tank will meet the Recommended Standards for Waterworks; and

WHEREAS, the Project will include construction of two (2) new water storage tanks, replacing the existing Reservoir tank, and construction of a new treatment system at Well No. 3 to include cartridge filtration, a UV disinfection system, and a chlorination system to provide disinfection residual; and

WHEREAS, the opinion of probable project costs of these improvements, is \$4,280,000; and

WHEREAS, the Village Board now desires to pursue grant funding for the project under the New York State Water Infrastructure Improvement Act (WIIA) program.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Warwick, Orange County, New York, authorizes the submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to submit an application on behalf of the Village for grant funding under the New York State Water Infrastructure Improvement Act (WIIA) Program, and to execute any agreements, instruments or other documents in connection with the Village's acceptance of any such grants and/or the funding thereof; and

BE IT FURTHER RESOLVED, that the Mayor may authorize any required local match required with respect to financing or grants awarded to the Village for the Project through the use of cash and/or in-kind services; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

_____ 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 _____

Corey Bachman, Trustee, voting _____

Michael Newhard, Mayor, voting _____

3. VILLAGE OF WARWICK PLAN OF FINANCE RESOLUTION

Reservoir Water Tank Replacement & Well No. 3 Water Treatment Plant Improvements

WHEREAS, the Village of Warwick (the “Village”) owns and operates a municipal water system (the “Water System”) serving the Village; and

WHEREAS, the Village is currently in the design phase of the Reservoir Water Storage Tank Replacement Project, in response to the tank being near the end of its useful life; and

WHEREAS, the Village is also currently in the design phase of the Well No. 3 Treatment Plant Improvements Project in response to a Determination letter from Orange County Department of Health designating Well No. 3 as under the direct influence of surface water ; and

WHEREAS, the current engineer’s opinion of probable construction cost for the Reservoir Water Storage Tank Replacement Project and Well No. 3 Treatment Plant Improvements Project [hereinafter collectively the "Projects"] is Four Million Two Hundred Eighty Thousand Dollars (\$4,280,000.00 [the “Capital Project Cost”]); and

WHEREAS, the Village intends to finance the Project through issuance of bonds in the amount of \$4,280,000.00 pursuant to the Local Finance Law of the State of New York; and

WHEREAS, although the Village will pay the full amount of the Capital Project Cost through bonding, the Village is also applying to the New York State Water Infrastructure Improvement Act (“WIIA”) Program seeking a grant for sixty (60) percent of eligible costs

related to the Projects, and, if the WIIA grant application is approved, the amount required to be bonded will be concomitantly decreased; and

WHEREAS, although the Village will pay the full amount of the Capital Project Cost through bonding, the Village maintains a capital reserve fund which, depending on certain future circumstances, may be available to provide funds to pay a portion of the costs related to the Projects, and, if such capital reserve funds ultimately are available to pay a portion of the cost of the Projects, the amount required to be bonded will be concomitantly decreased; and

WHEREAS, the Board of Trustees of the Village has conducted Public Information Meetings to take comments from the public on the Village's proposed improvements to the Water System which constitute the Projects.

NOW, THEREFORE, be it **RESOLVED** as follows:

1. That the Village Board of Trustees hereby determines that the Village shall undertake the Reservoir Water Storage Tank Replacement Project and the Well No. 3 Water Treatment Plant Improvements Project; and

2. That the work to be undertaken in the Projects shall be the replacement of the Reservoir Water Storage Tank and improvements to the Well No. 3 Treatment Plant, including the construction of two (2) 600,000 gallon water storage tanks, demolition of the existing Reservoir tank, connection of the two (2) new tanks to the existing water system, construction of a new water treatment plant at the Well No. 3 site that shall include cartridge filtration, UV disinfection, and a chlorination system, site restoration, engineering services, associated administrative and legal services, and other ancillary costs necessary to complete the Projects; and

3. That funding for the Projects shall be provided through issuance of bonds in the amount of \$4,280,000.00, less any amount which may ultimately be received through a WIIA grant or any amount which may be available from the Village's capital reserve funds; and

4. That upon completion of the Projects, the Well No. 3 Water Treatment Plant and the new Reservoir Water Storage Tanks shall merge into the already existing Water System.

_____ 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 _____

Corey Bachman, Trustee, voting _____

Michael Newhard, Mayor, voting _____

4. **MOTION** to grant permission to the Warwick Valley Central School District to extend the Village Water system at the Bus Garage in accordance with the Water and Sewer Permit Application, conditional upon payment of required fees, approval by the Orange County Health Department and compliance with requirements of the Village Engineer in the letter dated August 25, 2022. The Village waives the creation of an escrow account to cover the cost of engineering fees which will be invoiced to the School District upon receipt.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

5. **MOTION** to accept the proposal for engineering services from Barton & Loguidice dated August 22, 2022, for support to assist in applying for funding under the Bipartisan Infrastructure Law program for the Village Lead Service Lateral Inventory and authorize the Mayor to sign the amendment to the Master Services Agreement with Barton & Loguidice for a lump sum amount of \$3,000. Funds are appropriated in the 2022-23 in budget code in F1440.4950.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

6. **MOTION** to accept the proposal from Pall Water, dated June 21, 2022, to conduct an Aftermarket Comprehensive Services Plan- System Inspection Service at a lump sum cost of \$5,800 and for the Mayor to sign the Customer Authorization for Services. Pall Water is the only possible proposer as they are the manufacturer of the treatment equipment installed at the Microfiltration Plant. Funds are appropriated in the 2022-23 in budget code in F8330.4500.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Fosters Motions

7. **MOTION** to accept the proposal from Fairweather Consulting dated August 23, 2022, to assist the Village in applying for either the New York Forward or the Downtown Revitalization grant program with a cost not to exceed \$4,290. Funds are appropriated in the 2022-23 in budget code in A1910.4950.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____
Trustee McKnight ____ Mayor Newhard ____

8. **MOTION** to grant permission to Better Homes and Gardens Green Team to hold a Furever Homes fundraiser event to benefit the Warwick Valley Humane Society on Railroad Green on Sunday, October 9, 2022, from 9:00 a.m. to 3:00 p.m., with a rain date of Sunday, October 16, 2022. Completed park permit, security deposit, and proper insurance have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____
Trustee McKnight ____ Mayor Newhard ____

9. **MOTION** to approve the FY 2021-22 budget modification and transfer request per the Village Treasurer's letters dated August 30, 2022.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____
Trustee McKnight ____ Mayor Newhard ____

10. **MOTION** to grant permission to the Warwick Reformed Church to hold a Hispanic Heritage parade and celebration on Sunday, September 25, 2022, including use the Veterans Memorial Park Pavilion from 1:00 p.m. to 9:00 p.m. The parade will step off at approximately 4:00 p.m., with lineup beginning at the Warwick Reformed Church, 16 Maple Avenue per their letter received August 31, 2022. The parade route will be as follows: Maple Avenue, Main Street, Oakland Avenue, Third Street, Park Way, Park Lane, Forester Avenue to Veterans Memorial Park, ending at the Veterans Memorial Park Pavilion. Request includes use of the bathrooms located near the pavilion. The Town of Warwick Police Department approved the route and will have officers assist with street closures and detours, along with assistance from the Warwick Fire Department. Completed park permit, proof of insurance, and security deposit have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Bachman's Motions

11. **MOTION** to approve the New York State Local Retirement System Standard Workday and Reporting Resolution for Village of Warwick Trustee, Thomas McKnight, with a Record of Activities of 5.49 average days worked per month.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

12. **MOTION** to advertise for a Part-Time Court Attendant / Bailiff.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

Trustee McKnight's Motions

13. **MOTION** to return the Zoning Board of Appeals escrow balance of \$965 to Stephen Gross for legal fees associated with the Article 78 petition for 62 Colonial Avenue. All invoices have been paid as per the email from ZBA Attorney, Robert Fink.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____

Final Comments from the Board

Executive Session, if applicable

Adjournment



August 2, 2022

Village of Warwick
Attn: Michael Newhard
77 Main St
Warwick, NY 10990

Dear Mr. Newhard:

Thank you for your application requesting funding under the NYS Urban Forestry Council Tree City USA Reward Grant program. We are happy to inform you that you will receive a total of **\$885** in funding for your tree planting project as outlined in your application.

Upon completion of your tree planting event, please submit (within 40 days after the event) the following information and a check will be issued to your municipality:

- Receipts for all expenses.
- A brief report detailing your event.
- Copies of any press releases, news articles, event program and photos from event.

Enclosed please find a Council membership application in the hopes you might consider joining to take advantage of the educational and experiential benefits extended by the Council and its network of professionals and volunteers across the state.

Congratulations on both this grant and your ongoing recognition as a Tree City USA!

Sincerely,

Karen Emmerich
Council Board Member and Grant Committee Chair

enclosure

RECEIVED

AUG 05 2022

**VILLAGE OF WARWICK
CLERK**

Raina Abramson

From: gallagrr@warwick.net
Sent: Saturday, August 27, 2022 5:22 PM
To: Michael Newhard
Cc: Raina Abramson
Subject: Speeding on West St

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Newhard and Village Board,

I'm writing regarding the ongoing issue of excessive speed on the West Street Corridor between County 1 and Main St.

I moved to 57 West St in March of 1992 and shortly thereafter started a stone wall to protect my children from harm in the form of a speeding car jumping the curb and ending up on my front lawn.

About 28 years ago a cub reporter for the one of the local papers came out on a Saturday with her 5- or 6-year-old son and wrote a terrific article about a neighborhood effort into raise speeding awareness by speaking with passing motorists and handing out flyers.

The reporter, the police officer and two police chiefs have retired since then.

Many letters to the editor have been written and forgotten during that time.

Nothing's Changed.

My kids are grown and gone but the danger to our neighborhood, pedestrians, kids walking home from school, and to everyone that cycles, jogs, skateboards, shovels snow, pulls out of a side street, driveway or simply puts out the garbage is extraordinary.

Without exaggeration frustrated speeding drivers regularly nail the horn at mothers pushing carriages.

I sincerely believe the town police do everything that they can but also believe that constant enforcement is impossible and the police are certainly not to blame for the situation.

We need influencers in the form of local people who are willing to drive the posted 25MPH and a village and town government willing to make a sustained effort to raise awareness and continue to do so over time.

West Street is home to the middle and high school, a church, 6 or more bus stops, the fire house on one end and a busy martial arts center at Wheeler.

Giant chlorine tankers are a regular presence regularly moving toxic gas to Jones Chemical and regularly exceeding 25MPH.

What can the village and town do?

First set an example by asking every village and town vehicle and every village and town employee to observe the posted speed limits at all times. Codify it.

Use the emergency outreach lists and regular emails to the School Board, Bus Garage, PTA, Sports Coaches, Chamber of Commerce, all local houses of worship, all local merchants, reach out to contractors, landscapers, lumber yards as well as ALL off-duty emergency responders and non-emergency patrols to request that they also observe the speed limits as an example to other drivers.

Ask local insurance providers how the village and town might benefit from such an effort.

Advertise the effort, make the effort. It's well worth the effort.

I hope we can meet and discuss what will actually be accomplished and set goals to make West Street a safe residential avenue rather than the raceway we have had all these years.

Please reach out and let's get a collaborative effort going ASAP.

Patrick Gallagher

57 West St

Warwick, NY 10990

845 258 0749

gallagrr@warwick.net

Village of Warwick Recreation Summary

To: Michael Newhard
Michael Sweeton
Carly Foster

RECEIVED

AUG 15 2022

From: Ron Introini- Recreation Director

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Mid year program summary-August 2022

The 2022 Village of Warwick Recreation Programs had another successful summer. The recreation website was again up and running to assist people with information and registration procedures. This was the second year we registered online. Overall the registration process went well. This summer we increased the number of participants for all of our programs. Our participation numbers were the highest it has been over the past 5 years. We had a large amount of children on the waitlist due to the large registration numbers. We did not have any reported positive COVID cases and we did not need to quarantine any staff or children.

The Stanley Deming Park Program was our most popular recreation program this summer. Closing Stanley Deming Park to the public while the program was in session was a huge asset to the program. This made the program safer and more accommodating for our counselors.

At the Stanley Deming Park Program a wide variety of arts and crafts were made throughout the summer. Once again tie dye day was a big hit for the kids this summer. The following tournaments took place at Stanley Deming Park this summer: basketball, volleyball, soccer, dodgeball, quarterback challenge, obstacle course, scavenger hunt and touch football. To close out the program the kids participated in a talent show.

All of the sport specific activities (tennis, football, soccer, basketball, lacrosse, track, and cheerleading) were very successful in teaching the children sport skills, rules of the games and game participation. Olympic Week at our track program was a popular event. All children received medals for participating. The swim program was a very demanding program this summer. It had the largest amount of kids registered out of all of our summer programs.

One concern from this summer was the lack of numbers of applicants applying for positions in our recreation programs. We never had this problem in the past. We would always need to turn applicants away due to the high demand of the jobs.

As the summer is coming to an end the Village of Warwick Recreation Department would like to thank the Village of Warwick and Town of Warwick for their supporting funds for our programs.

The Village of Warwick Recreation Department would like to thank the Village Board, recreation staff, parents and children who all played an important role in making this a safe and successful summer for our recreation programs.

2022 Village of Warwick Recreation

Summer Participation Numbers

<u>Program</u>	<u>Total</u>	<u>Town</u>	<u>Village</u>
Park Program	249	136	113
Swimming	260	176	84
Football	37	29	8
Basketball	74	49	25
Tennis	144	95	49
Track	168	118	50
Cheerleading	49	31	18
Soccer	114	81	33
Lacrosse	65	53	12
Totals:	1160	768 (66.2%)	392 (33.8%)

August 29, 2022

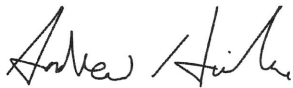
Mayor Newhard and Village Board of Trustees
77 Main St.
Warwick, NY 10990

Dear Mayor Newhard and Village Trustees,

It is with much regret that I resign as alternate of the Village of Warwick Architectural and Historic Review Board. It has been a privilege to work with such a dedicated group of people who care deeply about the historic preservation of our village.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Avila".

Andrew Avila
Village of Warwick
Architectural and Historic Review Board Alternate

RECEIVED

AUG 29 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Raina Abramson

From: Corey Bachman
Sent: Friday, August 12, 2022 3:56 PM
To: Raina Abramson
Subject: Re: Resignation

Follow Up Flag: Follow up
Flag Status: Flagged

RECEIVED

AUG 12 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Village of Warwick

77 Main Street

P.O. Box 369

Warwick, NY 10990

Dear Mayor Newhard and Trustees,

Please accept this letter as notice of my resignation from my position as an elected Trustee of the Village of Warwick. My last day will be September 6, 2022.

Since 2020, It has been an honor and a privilege to serve the residents and business owners of the Village of Warwick. My highlights as a public servant include a successful Triple Win solar campaign, the 9/11 Memorial Sculpture Garden, and laying the foundation for the NYS Certified Local Government program.

I wish to sincerely thank the constituents for entrusting me to represent them and I am deeply grateful to have had the opportunity to legislate on their behalf.

Sincerely,

Corey Bachman

41 Colonial Avenue

Warwick, NY 10990



VILLAGE OF WARWICK

INCORPORATED 1867

PRESS RELEASE AUGUST 22, 2022

Drought Alert Voluntary Water Restrictions

The Village of Warwick is currently under a drought watch. Residents are strongly encouraged to voluntarily conserve water.

Here are ways you can conserve water on a daily basis both indoors and out:

Indoors

- Store drinking water from your faucet in your fridge so you don't have to run the tap while it cools.
- Use washing machines for full loads only.
- Run the dishwasher only when full.
- When washing dishes by hand, don't let the water run. Fill one basin with wash water and the other with rinse water.
- Install an aerator on your kitchen faucet to reduce flow to less than 1 gallon per minute.
- Use the garbage disposal sparingly. Alternatively, you can compost vegetable food waste and save gallons of water every time.
- Install low-flow shower heads.
- Take a five-minute shower instead of a ten-minute one.
- Turn your bathroom faucet off when brushing your teeth or shaving.

Outdoors

- Water early in the morning or later in the evening when temperatures are cooler.
- Adjust your sprinklers to ensure only your yard is being watered, not your house, sidewalk, or street.
- Put a layer of mulch around trees and plants to reduce evaporation and keep the soil cool.
- Landscape your yard with climate appropriate plants.
- Use a broom instead of a hose to clean driveways, sidewalks, and patios.
- Wash vehicles with a bucket and sponge, and make sure your hose has a self-closing nozzle.
- Reuse water for your plants. Reuse opportunities include cooled-down cooking water or collecting the unused water used when running the tap while waiting for cold or hot water.

Water conservation begins at home and benefits the entire community.

Thank you for your cooperation.

Sincerely,
Mayor, Michael J. Newhard
DPW Supervisor, Mike Moser



Montgomery Office:
71 Clinton Street
Montgomery, NY 12549
phone: (845) 457-7727
fax: (845) 457-1899

Warwick Office:
17 River Street
Warwick, NY 10990
phone: (845) 986-7737
fax: (845) 986-0245

www.EngineeringPropertiesPC.com

August 25, 2022

VILLAGE OF WARWICK BOARD OF TRUSTEES
77 MAIN STREET
WARWICK, NY 10990

ATT: MAYOR MICHAEL NEWHARD

Re: Fire Hydrant at Warwick Valley School District Bus Garage
W.O. #1804.10

Dear Mayor Newhard and Trustees:

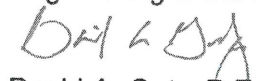
As requested, we have reviewed the following information submitted to the Village for the proposed fire hydrant near the bus garage:

- Cover letter, dated 8/23/22, from Jack Eisenbach, P.E. of Eisenbach & Ruhnke Engineering, P.C.
- Fire Hydrant Plan (Sheet 1 of 3), dated 7/27/22, prepared by Boulder Consultants.

We provide the following review comments:

1. On July 20, 2022, I received a call from Mr. Eisenbach regarding the project. Following our conversation, I contacted Lee Bergus of the Orange County Health Department to inquire about the need for OCHD approval of this proposed extension of the Village's water distribution system. As indicated in the attached message, Mr. Bergus indicates that OCHD review is needed. I relayed this information to Mr. Eisenbach.
2. I therefore recommend that any approval granted by the Village Board be conditioned on a water main extension approval from the Orange County Health Department. The OCHD is very thorough in their review of such applications, and I expect they will require an engineering report, construction details, and specifications. I have attached a specification of the Village's preferred hydrant. It is my understanding that the new piping and hydrant will be owned and maintained by the Village; this should be made clear as part of any approval.
3. Mr. Eisenbach's letter indicates that Orange County has approved the hydrant location and will be issuing a permit prior to the start of construction. I presume that he is referring to the County Department of Public Works. I recommend that the School District also provide a written statement that the proposed hydrant location is acceptable.

Sincerely,
Engineering & Surveying Properties, P.C., Village Engineers


David A. Getz, P.E.

RECEIVED

AUG 25 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

David Getz

From: Bergus, Lee <LBergus@orangecountygov.com>
Sent: Wednesday, July 20, 2022 10:37 AM
To: David Getz
Cc: jeisenbach@erengpc.com
Subject: RE: [EXTERNAL] new hydrant for Village of Warwick water system

Dave

The hydrant and associated 150' of water line would be subject to this department's review. It is not a traditional 10' hydrant stub. Further, the hydrant is located in the Town and served by the Village water supply.

Regards, Lee

From: David Getz <Dave@ep-pc.com>
Sent: Wednesday, July 20, 2022 9:46 AM
To: Bergus, Lee <LBergus@orangecountygov.com>
Cc: jeisenbach@erengpc.com
Subject: [EXTERNAL] new hydrant for Village of Warwick water system

Hello Lee –

A new hydrant is proposed along County Route 1 near the Warwick Valley Central School District's bus garage. Although the site is in the Town of Warwick, the Village's water supply system serves the property. Approximately 150 feet of new 6" water main is proposed, along with the new hydrant. No potable water connection is proposed. Does this project require OCHD approval?

- Dave

David A. Getz, P.E.
Engineering & Surveying Properties, PC, Village Engineers
17 River Street
Warwick, NY 10990
Phone (845) 986-7737
Fax (845) 986-0245
www.EngineeringPropertiesPC.com
Dave@ep-pc.com

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B. PART 2 – PRODUCTS

1. Water Distribution System Materials

- a. New ductile iron water mains shall be class 52 ductile iron pipe with Tyton joints, as manufactured by U.S. Pipe or approved equal. All fittings shall be equipped with mechanical joints, including tie rods and retainer glands. Pipe shall meet the standards of AWWA C104. Pipe sizes shall be as specified on the contract drawings.
- b. Valves shall be gate valves conforming to the requirements of AWWA C500, working pressure 200 psi.

2. Hydrants

- a. Hydrants shall conform to AWWA C502, working pressure 200 psi. Hydrants shall be break-flange construction.
- b. Hydrants shall have a minimum 4-1/2 inch valve opening with two 2-1/2 inch hose connections and one 4-1/2 inch pumper connection.
- c. All threads shall be National Standard.
- d. Valve stem shall have a 1-1/8 inch pentagonal nut opening clockwise.
- e. Thrust restraint shall be provided as indicated on the contract drawings.
- f. Hydrants shall be Model A 421 Centurion as manufactured by Mueller Co. or approved equal.

3. Water Service Connections

- a. Water service lines shall be constructed of type "K" soft temper copper tubing meeting ASTM specification B88. Locations and diameters shall be as indicated on the drawings.
- b. Corporation stops shall be Mueller Model H-15000 or approved equal.
- c. Curb stops shall be Mueller Mark II Oriseal Model H-15219 or approved equal.
- d. Curb boxes shall be Mueller Model H-10306 or approved equal.

4. Other Materials

All other materials, not specifically described but required for a complete and proper installation, shall be as specified on the Drawings or selected by the Contractor subject to the approval of the Engineer.



Eisenbach & Ruhnke
ENGINEERING, P.C.

August 23, 2022

Mr. Michael J Newhard, Mayor
Village of Warwick
Village Hall
77 Main Street
P.O. Box 369
Warwick, NY 10990

Re: Fire hydrant at Warwick Valley School District Bus Garage

Mr. Newhard.

As part of the project to install a large battery storage system for Orange and Rockland Utilities, the Warwick Fire District required the installation of a fire hydrant of appropriate size to be used in the event of a fire. The existing hydrant across the street is too small and not suitable for a hydrant for fighting fires.

The project was designed to include a new hydrant, the location was approved by the fire chief and Orange County. The approved drawing of the project is attached.

The work will begin after Orange County issues a permit. At this point, no work has been done on the road. The water department marked where the existing water line is located.

TAM Enterprises will be contacting the water department for any additional permit required to tap the water line subsequent to the issuance of the permit from Orange County.

If you have any questions or concerns, please contact me.

Jack Eisenbach, P.E.
President

Attachment: Drawing

CC: Barry Cheney, Deputy Mayor - cheney@villageofwarwick.org

Dr. Leach, Superintendent

Scott Reid – Tam Enterprises

Tim Holmes, Assistant Superintendent for Business

Than Harrington, Director of Operations

Chris Bennett - Water@villageofwarwick.org

Mike Moser - dpwsupervisor@villageofwarwick.org

clerk@villageofwarwick.org

C05-18-10 02

1. OBTAIN PERMITS FOR THE WORK FROM THE ORANGE COUNTY D.P.W.
2. CONTACT "VOID NY" (811) TO HAVE ALL UTILITIES MARKED PRIOR TO WORK.
3. W.C.O.S.D. IS TO DETERMINE WHERE MATERIALS MAY BE STORED ON SITE.
4. THE CONTRACTOR SHALL MARK (PAINT) THE LOCATIONS OF THE WATER LINE AND HYDRANT ORANGE COUNTY D.P.W. LOCATIONS.
5. INSTALL THE WETZ ELEMENTS AND SIGNS AS SHOWN ON SHEET 2 OF THESE PLANS.
6. THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT.
7. THE PROPOSED WATER LINE: EXCAVATE AND INSTALL THE TAPPING SLEEVE AND VALVE AND CARRY THE PROPOSED WATER LINE OUT TO THE WEST SIDE OF THE SOUTHBOROUGH TRAVEL LANE OF COUNTY ROUTE 1A.
8. THE CONTRACTOR SHALL REMOVE THE BARRIERS TO ALLOW THE NORTHBOROUGH AND SOUTHBOROUGH TRAFFIC TO TRAVEL IN BOTH DIRECTIONS.
9. THE CONTRACTOR SHALL BE PLACED ALONG THE WEST SHOULDER. WORK ZONE SIGNS SHALL REMAIN IN PLACE.
10. TERMINATING AT THE HYDRANT.
11. THE WATER LINE TRENCH SHALL BE BACKFILLED AS WORK PROGRESSES. BARRIERS OR CONES SHALL BE SET ON BOTH SIDES OF THE TRENCH AT 10'-20' ON CENTER WITH FLASHERS.
12. AFTER THE TRENCH IS BACKFILLED AND THE TRENCH IS MEASURED, THE CONTRACTOR SHALL PAVE THE DISTURBED AREAS WITH THE EXISTING PAVEMENT.
13. THE CONTRACTOR SHALL REMOVE HIS EQUIPMENT AND LEFTOVER MATERIALS AND POWER BROOD THE AREA.

1. The first step in preparing a business plan is to determine the business's purpose and mission.
2. The second step is to conduct a market analysis to determine the size and growth potential of the market.
3. The third step is to develop a marketing plan to determine how the business will reach its target market.
4. The fourth step is to develop a financial plan to determine the business's financial needs and resources.
5. The fifth step is to develop an operational plan to determine the business's day-to-day activities.
6. The sixth step is to develop a management plan to determine the business's organizational structure and key personnel.
7. The seventh step is to develop a risk management plan to determine the business's potential risks and how to mitigate them.
8. The eighth step is to develop a contingency plan to determine the business's response to unexpected events.
9. The ninth step is to develop a monitoring and evaluation plan to determine the business's progress and make adjustments as needed.
10. The tenth step is to develop a conclusion and recommendations section to summarize the business plan and provide suggestions for future action.

[illegible][illegible]

WARWICK VALLEY C.S.D.
BUILDING AND GROUNDS SITE
ORANGE COUNTY ROUTE 1A
WARWICK, NY

SHEET 1 OF 3	DATE: 07/27/22	SCALE: AS SHOWN	DRAWN BY: C.D. BT	CHECKED BY: J.M. BAC	DESIGNED BY: J.M. BAC	DATE: 07/27/22	DATE BY: REVISION	REVISION 1. 07/27/22 J.M. BAC 2. 07/27/22 J.M. BAC 3. 07/27/22 J.M. BAC 4. 07/27/22 J.M. BAC 5. 07/27/22 J.M. BAC 6. 07/27/22 J.M. BAC 7. 07/27/22 J.M. BAC 8. 07/27/22 J.M. BAC 9. 07/27/22 J.M. BAC 10. 07/27/22 J.M. BAC 11. 07/27/22 J.M. BAC 12. 07/27/22 J.M. BAC 13. 07/27/22 J.M. BAC 14. 07/27/22 J.M. BAC 15. 07/27/22 J.M. BAC 16. 07/27/22 J.M. BAC 17. 07/27/22 J.M. BAC 18. 07/27/22 J.M. BAC 19. 07/27/22 J.M. BAC 20. 07/27/22 J.M. BAC 21. 07/27/22 J.M. BAC 22. 07/27/22 J.M. BAC 23. 07/27/22 J.M. BAC 24. 07/27/22 J.M. BAC 25. 07/27/22 J.M. BAC 26. 07/27/22 J.M. BAC 27. 07/27/22 J.M. BAC 28. 07/27/22 J.M. BAC 29. 07/27/22 J.M. BAC 30. 07/27/22 J.M. BAC 31. 07/27/22 J.M. BAC 32. 07/27/22 J.M. BAC 33. 07/27/22 J.M. BAC 34. 07/27/22 J.M. BAC 35. 07/27/22 J.M. BAC 36. 07/27/22 J.M. BAC 37. 07/27/22 J.M. BAC 38. 07/27/22 J.M. BAC 39. 07/27/22 J.M. BAC 40. 07/27/22 J.M. BAC 41. 07/27/22 J.M. BAC 42. 07/27/22 J.M. BAC 43. 07/27/22 J.M. BAC 44. 07/27/22 J.M. BAC 45. 07/27/22 J.M. BAC 46. 07/27/22 J.M. BAC 47. 07/27/22 J.M. BAC 48. 07/27/22 J.M. BAC 49. 07/27/22 J.M. BAC 50. 07/27/22 J.M. BAC 51. 07/27/22 J.M. BAC 52. 07/27/22 J.M. BAC 53. 07/27/22 J.M. BAC 54. 07/27/22 J.M. BAC 55. 07/27/22 J.M. BAC 56. 07/27/22 J.M. BAC 57. 07/27/22 J.M. BAC 58. 07/27/22 J.M. BAC 59. 07/27/22 J.M. BAC 60. 07/27/22 J.M. BAC 61. 07/27/22 J.M. BAC 62. 07/27/22 J.M. BAC 63. 07/27/22 J.M. BAC 64. 07/27/22 J.M. BAC 65. 07/27/22 J.M. BAC 66. 07/27/22 J.M. BAC 67. 07/27/22 J.M. BAC 68. 07/27/22 J.M. BAC 69. 07/27/22 J.M. BAC 70. 07/27/22 J.M. BAC 71. 07/27/22 J.M. BAC 72. 07/27/22 J.M. BAC 73. 07/27/22 J.M. BAC 74. 07/27/22 J.M. BAC 75. 07/27/22 J.M. BAC 76. 07/27/22 J.M. BAC 77. 07/27/22 J.M. BAC 78. 07/27/22 J.M. BAC 79. 07/27/22 J.M. BAC 80. 07/27/22 J.M. BAC 81. 07/27/22 J.M. BAC 82. 07/27/22 J.M. BAC 83. 07/27/22 J.M. BAC 84. 07/27/22 J.M. BAC 85. 07/27/22 J.M. BAC 86. 07/27/22 J.M. BAC 87. 07/27/22 J.M. BAC 88. 07/27/22 J.M. BAC 89. 07/27/22 J.M. BAC 90. 07/27/22 J.M. BAC 91. 07/27/22 J.M. BAC 92. 07/27/22 J.M. BAC 93. 07/27/22 J.M. BAC 94. 07/27/22 J.M. BAC 95. 07/27/22 J.M. BAC 96. 07/27/22 J.M. BAC 97. 07/27/22 J.M. BAC 98. 07/27/22 J.M. BAC 99. 07/27/22 J.M. BAC 100. 07/27/22 J.M. BAC 101. 07/27/22 J.M. BAC 102. 07/27/22 J.M. BAC 103. 07/27/22 J.M. BAC 104. 07/27/22 J.M. BAC 105. 07/27/22 J.M. BAC 106. 07/27/22 J.M. BAC 107. 07/27/22 J.M. BAC 108. 07/27/22 J.M. BAC 109. 07/27/22 J.M. BAC 110. 07/27/22 J.M. BAC 111. 07/27/22 J.M. BAC 112. 07/27/22 J.M. BAC 113. 07/27/22 J.M. BAC 114. 07/27/22 J.M. BAC 115. 07/27/22 J.M. BAC 116. 07/27/22 J.M. BAC 117. 07/27/22 J.M. BAC 118. 07/27/22 J.M. BAC 119. 07/27/22 J.M. BAC 120. 07/27/22 J.M. BAC 121. 07/27/22 J.M. BAC 122. 07/27/22 J.M. BAC 123. 07/27/22 J.M. BAC 124. 07/27/22 J.M. BAC 125. 07/27/22 J.M. BAC 126. 07/27/22 J.M. BAC 127. 07/27/22 J.M. BAC 128. 07/27/22 J.M. BAC 129. 07/27/22 J.M. BAC 130. 07/27/22 J.M. BAC 131. 07/27/22 J.M. BAC 132. 07/27/22 J.M. BAC 133. 07/27/22 J.M. BAC 134. 07/27/22 J.M. BAC 135. 07/27/22 J.M. BAC 136. 07/27/22 J.M. BAC 137. 07/27/22 J.M. BAC 138. 07/27/22 J.M. BAC 139. 07/27/22 J.M. BAC 140. 07/27/22 J.M. BAC 141. 07/27/22 J.M. BAC 142. 07/27/22 J.M. BAC 143. 07/27/22 J.M. BAC 144. 07/27/22 J.M. BAC 145. 07/27/22 J.M. BAC 146. 07/27/22 J.M. BAC 147. 07/27/22 J.M. BAC 148. 07/27/22 J.M. BAC 149. 07/27/22 J.M. BAC 150. 07/27/22 J.M. BAC 151. 07/27/22 J.M. BAC 152. 07/27/22 J.M. BAC 153. 07/27/22 J.M. BAC 154. 07/27/22 J.M. BAC 155. 07/27/22 J.M. BAC 156. 07/27/22 J.M. BAC 157. 07/27/22 J.M. BAC 158. 07/27/22 J.M. BAC 159. 07/27/22 J.M. BAC 160. 07/27/22 J.M. BAC 161. 07/27/22 J.M. BAC 162. 07/27/22 J.M. BAC 163. 07/27/22 J.M. BAC 164. 07/27/22 J.M. BAC 165. 07/27/22 J.M. BAC 166. 07/27/22 J.M. BAC 167. 07/27/22 J.M. BAC 168. 07/27/22 J.M. BAC 169. 07/27/22 J.M. BAC 170. 07/27/22 J.M. BAC 171. 07/27/22 J.M. BAC 172. 07/27/22 J.M. BAC 173. 07/27/22 J.M. BAC 174. 07/27/22 J.M. BAC 175. 07/27/22 J.M. BAC 176. 07/27/22 J.M. BAC
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August 22, 2022

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

Re: Lead Service Lateral Inventory
Engineering Report & IUP Project Listing
File: 702.4698

Dear Mayor Newhard:

Barton & Loguidice, D.P.C. (B&L) is pleased to present this proposal to assist the Village with project submission documents for the Lead Service Lateral (LSL) Inventory, Bipartisan Infrastructure Law funding program. The program requires that a municipality submit an engineering report and IUP project listing form by August 31st for consideration of funding. The report is to be prepared in accordance with the outline provided by NYS Environmental Facilities Corporation and Department of Health.

B&L proposes to complete the engineering report and IUP project listing form for a lump sum fee of \$3,000.00. We trust that this proposal will meet the Village's needs, 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.

If you have any questions regarding any item of this proposal, please feel free to contact me directly.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

JAB2/tlh
Attachment

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 standard, attached terms and conditions.

Michael J. Newhard, Mayor
Village of Warwick

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, 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 supersedes 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.



Aftermarket Comprehensive Services Plan

Pall Water Proposal No. OPP1819925

Date: June 21, 2022

Aftermarket Comprehensive Services Plan for Warwick WTP Pall Water Aria Filtration System

Equipment Type

PALL SAP#:

WBS No.:

Start Up Date:

Module Warranty Expires:

Equipment Warranty Expired:

Company Contact:

E-Mail:

Phone:

Site Location:

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Cover Page; Ordering Instructions and table of contents

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Proposal Summary, Description of Services and pricing detail

3

Customer Authorization for Service Form; Site & Billing addresses

4

Definition of Contract Terms

6

Essential Service Event Details

8

Terms and Conditions

Ordering Instructions

Complete the "Customer Authorization for Service" form on page 3 and remit to:

Pall Water Customer Service

Email: Pall_Technology_csc@pall.com

OR

P.O. Box 5630, 839 State Route 13

Cortland, New York 13045-5630

Fax: 607-758-4526



Aftermarket Comprehensive Services Plan

Pall Water Proposal No. OPP1819925

Date: June 21, 2022

PROPOSAL SUMMARY

Pall Water provides a post-warranty support service plan to ensure continued aftermarket operation of your System. Over time, machinery ages and may malfunction. Components and technology also get upgraded - or become obsolete - as new innovations develop and get implemented. Our Technical Team is also commissioned to 24/7 on-call availability.

The frequency of the proposed service is **Annual** visits. If you require service frequency of Semi-Annual or Quarterly, the contract can be revised to accommodate your service needs. If additional service support is required beyond the contract frequency and scope, it can also be provided at the Pall standard service rates above. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

DESCRIPTION OF SERVICE	Pricing Per visit	Annual Service Plan Fee per 12-Mo. visit
SYSTEM INSPECTION SERVICE* (MM #38588) Overall System Review <ul style="list-style-type: none">• Review system and process operation• Make system adjustments and improvements as time allows• Identify future needs for operation staff to maintain plant performance	\$5,800.00	\$5,800.00
ANNUAL RATES All Travel & Expenses Included		\$5,800.00



Aftermarket Comprehensive Services Plan

Pall Water Proposal No. OPP1819925

Date: June 21, 2022

Customer Authorization for Service Form

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Water Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: _____

Print Name

Title/Position

Signature

Date

Purchase Order No. or Reference for Billing: _____

Circle Plan Term: 3-Year Term Annual

Requested Date(s) to Schedule Service Visit(s): _____
(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Pall Water Systems.)

Remit this form & PO# to our Pall Water Customer Service email: pall_technology_csc@pall.com

Effective Date and Duration: This Agreement will be effective as of the date signed below, and will remain in effect:

- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of written notice of termination by either party.

Customer Billing Address:

Customer Shipping Address (Spare Parts):

Customer Comments:



Aftermarket Comprehensive Services Plan

Pall Water Proposal No. OPP1819925

Date: June 21, 2022

Definition of Plan Terms

Pall - Pall Water or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract. The Customer's maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

FSE - The role of the Pall Water Field Service Engineer (FSE) is to complement the site's existing technical / maintenance staff by providing expertise specific to Pall Water supplied technology. The Pall Water FSE will direct site maintenance staff in the proper execution of maintenance procedures.

Description of the Plan Services

1. System Inspection Service

1. System Inspection Service

Upon arrival, the Pall Water FSE will meet with designated plant personnel to review the planned scope of work for the inspection, and obtain confirmation prior to proceeding. Should the Customer's expectations be outside of the scope of work, the inspection will not proceed until Pall Water and the Customer agree to the Scope of Service. If necessary, Scope changes can be quoted and accepted onsite, prior to performing the planned service.

The FSE will perform a comprehensive inspection of the Pall Water Aria Filtration System, which includes all hardware and operating parameters to determine System functional status, and make preventive maintenance recommendations. Should an issue be identified that can be resolved by the FSE during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to Pall Water Systems Customer Service. Advance authorization is required for any time that exceeds the Scope of Service and the amount of the issued PO.

Upon completion of the service, the FSE will meet with designated Plant personnel to review the findings of the inspection, and discuss any problems, corrective actions or recommendations.

2. Fee-per-Incident Technical Phone Support (non-contracted Customers)

Pall Water Engineers are on full-time rotation to provide live, around-the-clock technical support.

Prior to the phone consult, customers will need to provide a credit card number or PO# that will be billed at Pall Water's standard service rates, with a minimum charge of \$275.00. Telephone support will be billed per call, logged at a rate of \$275.00 for the first 30 minutes, then, at \$375.00/hour. The Customer will only be billed the half hour rate once per Call Log Number. Subsequent calls for the same call log will be billed at \$375.00/hr.

If the problem cannot be resolved over the telephone, the Customer can request a Pall Water System Service Representative to visit the site location. You will be quoted an Emergency Service Rate and billed for last-minute travel expenses.



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Essential Service Event Details

Materials: This proposal covers the scope of work described above. All additional materials purchased by Pall Water for use on your System that have been verbally authorized by you to complete this work will be invoiced as part of this contract.

Scheduling: When possible, Pall Water will make every effort to accommodate a Customer's schedule for services, once they have been defined and communicated. Field Service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate Pall Water Service resources.

Validity: This proposal is valid for 30 days.

Terms of Sale: Pall Water Standard Terms and Conditions of Sale of Services apply.

Terms of Service:

- Regular minimum service charge is for a 10-hour day.
- Travel time and expenses are included in the Service.

Service Order acceptance and payment terms: Pall Water requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment, or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically, and become payable within 30 business days of receipt.

Changes: If additional service is required beyond the Plan frequency and scope, Pall Water will work with you to make those changes. Advance authorization is required for any activity that exceeds the scope of service and the amount of the issued PO. Additional T&E may apply.

Pall Water shall not implement any changes in the Scope of Services described in its proposal unless Customer and Pall Water agree to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Form is required prior to Pall Water providing the services defined in this proposal.

Maintaining an Aftermarket Service Plan, or an Aftermarket Phone Support Service, provides the best possible return on your Pall Water System investment. The Plan also provides pre-emptive measures that help to identify potential anomalies or malfunctions which may create untimely disruptions, costly down-times, or otherwise, could contribute to disaster response issues encountered by Municipal Plants and a community's water system. Implementing the Service Plan ensures priority response and avoids the Fee-per-Incident charges.

Sincerely,

Alexander Braman
Regional Sales Manager
E-mail: alexander_braman@pall.com



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Standard Terms and Conditions of Sale Non-Systems – The Americas Pall Water

1. Applicability: Entire Agreement:

1.1. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods identified on Buyer's purchase order (the "**Goods**") by Seller to Buyer. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "**Basic Purchase Order Terms**"), and on no other terms.

1.2. The accompanying quotation, proposal, confirmation of sale, invoice, order acknowledgment or similar document delivered by Seller to Buyer (the "**Sales Confirmation**"), the Basic Purchase Order Terms and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

1.3. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Non-delivery:

2.1 The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Shipment Point (as defined in **Section 4**) is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

2.2 Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.

2.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Delivery:

3.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller



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shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use.

3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable.

3.3 Seller shall make the Goods available to Buyer at Seller's factory or designated shipment point (each, "**Seller's Shipment Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point.

3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Shipping Terms: Unless otherwise mutually agreed to in writing by the parties, delivery shall be FCA (Seller's Shipment Point) INCOTERMS 2010. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

5. Title and Risk of Loss: Title and risk of loss passes to Buyer upon the earlier of (i) delivery of the Goods at the Seller's Shipment Point or (ii) deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods:

6.1 Buyer shall inspect the Goods within 10 days of receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. Such notification shall identify each and every alleged nonconformity of the Goods and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the Goods.

6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such



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nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's Shipment Point. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Buyer's shipment of nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Seller's Shipment Point.

6.3 Buyer acknowledges and agrees that the remedies set forth in **Section 6.2** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 6.2**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6.4 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

7. Services: Seller will provide such services as are expressly described in the Sales Confirmation (collectively, the "**Services**"), during normal business hours, unless otherwise specified in the Sales Confirmation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Confirmation.

8. Purchase Price: The price for the Goods and/or Services thereof shall be Seller's quoted price. Seller may also at any time assess a fuel or energy surcharge (in addition to the price of the Goods) (the "**Purchase Price**"). The Purchase Price is based on the project schedule defined in this Agreement, Sales Confirmation or applicable contract documents. Notwithstanding anything to the contrary set out herein, in the event of any delay to Seller's delivery schedule caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work on the project, a postponement of the delivery date or failure to timely issue a notice of commencement or similar document, then the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Purchase Price.

9. Taxes: The Purchase Price is exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax imposed by any governmental authority on any amounts payable by Buyer. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent, but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

10. Payment:

10.1 Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's



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invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.

10.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof. Additionally Seller may require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

10.3 All sales are subject to the approval of Seller's credit department. Seller and Buyer both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new bank or mailing instructions by calling Seller and speaking with Seller's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute any mailing or bank transfer instruction changes or require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

10.4 Buyer may not withhold or setoff any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10.5 Notwithstanding anything herein to the contrary, this Agreement may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Seller, and Seller's written acknowledgment of the notice; and (ii) upon terms satisfactory to Seller. Buyer shall pay to Seller all fees, charges and/or costs that Seller assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.

11. Limited Warranty:

11.1 Limited Warranty for Goods. Seller warrants to Buyer that for a period of twelve months from the date of delivery of the Goods, including deemed delivery pursuant to clause 3.4 above (the "**Warranty Period**"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications for such Goods appearing in Seller's product catalogues and literature or in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "**Limited Warranty**"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity



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to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required service or products.

11.2 Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "**Limited Warranty for Services**"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "**Service Warranty Period**"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under any service warranty is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

11.3 No Warranty as to Third Party Products. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in **Section 11.1**. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

11.4 Other Limits. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone



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other than Seller other than pursuant to written authorization by Seller. All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Seller recommendations, (c) operating conditions at the job site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

11.5 Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

11.6 Buyer Breach. In no event shall Buyer be entitled to claim under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

12. Limitation of Liability:

12.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR REINSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

12.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER

12.3 The limitation of liability set forth in **Section 12.2** above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

13 Cancellation: Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.

14 Termination: In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of



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these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15 Changes: Seller shall not be obligated to implement any changes or variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

16 Intellectual Property Infringement: Buyer has no authorization to make any representation, statement or warranty on behalf of Seller relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of the Goods according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Goods or part thereof, or from any changes or alterations to the Goods or part thereof made by persons other than Seller, or from the use of the Goods in combination with products not furnished by Seller or from the manufacture or sale or use of Buyer products which incorporate or integrate the Goods.

17 Ownership of Materials: All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Seller; and/or b) based upon, derived from, or utilize the Confidential Information of Seller, and all related intellectual property rights, shall at all times remain Seller's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Seller intellectual property right, shall pass or transfer to the Buyer and Seller shall at all times retain ownership rights therein. Notwithstanding the foregoing, Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the Goods purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the Goods, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the Goods, (vi) assist or ask others to do any of the foregoing.

18. Export: As a condition to Seller's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other national, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorizations,



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licenses, and permits (collectively, "**Authorizations**") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.

19. Confidentiality: If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "**Confidentiality Agreement**"), the terms and conditions of the Confidentiality Agreement shall take precedence over the terms of this paragraph.

20. No Waiver: No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. Seller's failure to exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement, or to insist on Buyer's strict performance of these Terms shall not operate as or be construed as a waiver by Seller.

21. Force Majeure: Under no circumstances shall Pall have any liability for any breach relating to nonperformance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Pall's reasonable control. Pall's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly.

22. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. Validity: If any provision of this Agreement, the Sales Confirmation or these Terms is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

25. Governing Law: This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by the laws of the State of New York, without giving effect to any choice or conflict



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of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods, and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

26. Submission to Jurisdiction: Buyer and Seller hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding regarding or relating to this Agreement and the purchase and supply of the Goods. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.

27. No Jury Trial: BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Survival: All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions, together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

29. Amendment and Modification: This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

FAIRWEATHER CONSULTING

5 PARADISE LANE, STOP 2
NEW PALTZ, NY 12561
PHONE: 845-255-0611
FAIRWEATHERCONSULTING.COM

STRATEGIC SOLUTIONS FOR:
LOCAL ECONOMIES
NOT-FOR-PROFIT ORGANIZATIONS
QUALITY COMMUNITIES

RECEIVED

AUG 24 2022

TO: Mayor Michael Newhard

FROM: Peter Fairweather

DATE: August 23, 2022

SUBJECT: Proposal for preparing narrative for the NY Forward/DRI Grant Application

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

As requested, I have prepared the following proposal to assist the Village is submitting an application for the NY Forward or DRI grant program.

The work involved would include the following:

Task I. Review Program Purpose & Application Requirements

Fairweather Consulting will become familiar with the program purpose, application process and requirements for a successful application.

Task II. Develop Competitive Approach for Narrative

In cooperation with Village officials or those they designate, Fairweather Consulting will develop an overall approach to the application intended to distinguish the Village's application from its competitors.

Task III. Assemble Comprehensive Plan Components for Grant Application

Fairweather Consulting will review the draft comprehensive plan and adapt materials from that document for use in the Grant Application.

Task IV. Prepare Proposal Narrative for Submission

In cooperation with Village officials or those they designate, Fairweather Consulting will prepare the narrative for submission. It is expected that the Village will provide any required cost estimates for capital improvements to be included in the application and any supporting documentation required in order for those improvements to be included in the application and will provide any information regarding Village operations or expenditures that may be required to complete the application. At the conclusion of Task IV, Fairweather Consulting will provide the Village with the narrative and supporting documentation required to submit an application to the NY Forward or DRI program in a manner consistent with timely submission of the application to New York State by the Village.

The proposed budget for this effort is not to exceed \$4,290, as detailed below. NOTE: any additional tasks required to complete the application will be at additional cost. Such tasks and their associated costs will be detailed by Fairweather Consulting at the time they are identified and submitted to the Village for approval prior to being undertaken.

<i>Detailed Budget</i>			
<i>Task I. Review Program Purpose & Application Requirements</i>			
	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
P. Fairweather, Principal	4	165	\$ 660
Total, Task I			660
<i>Task II. Develop Competitive Approach for Narrative</i>			
P. Fairweather, Principal	6	165	990
Total, Task II			990
<i>Task III. Assemble Comprehensive Plan Components for Application</i>			
P. Fairweather, Principal	4	165	660
Total, Task III			660
<i>Task IV. Prepare Proposal Narrative for Submission</i>			
P. Fairweather, Principal	12	165	1,980
Total, Task IV			1,980
<i>TOTAL BUDGET:</i>	26		\$ 4,290

Thank you for the opportunity to submit this proposal. I'd be happy to discuss any aspect of this scope of work and/or budget.

Raina Abramson

From: Nicole McCormick <nicole@greenteamrealty.com>
Sent: Friday, August 19, 2022 4:11 PM
To: Raina Abramson
Subject: Use of Railroad Green
Attachments: railroadgreengreenteam.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

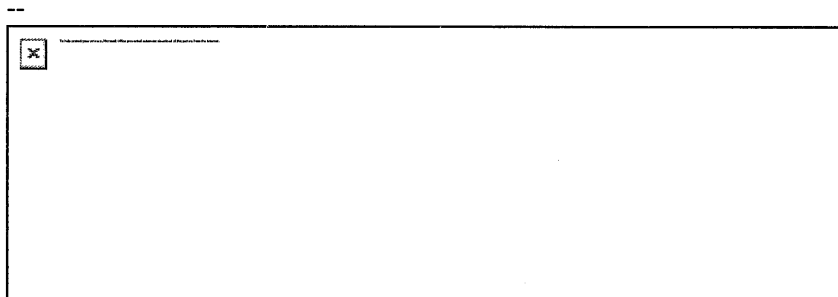
To Village Board of Trustees,

Green Team would like to request the use of Railroad Green on October 9th (with a rain date of October 16th) for a fundraising event for the Warwick Valley Humane Society. We will have a photographer set up for owners of pets to come down and have pet portraits done; the price for the portraits will go to the humane society. In addition to this, the WVHumane Society will be joining us with a few of their adoptable pets to showcase. We will also have an area to take selfies and a small area with some small kid activities like coloring.

Thank you for your time and consideration.

Sincerely,
Nicole McCormick

Attached are the forms.
Should I include the COI now or after/once it is approved?



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



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

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: 8/19/22

Title of Event: Forever Homes

Purpose of Event: Fundraiser for Warwick Valley Humane Society

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: 10/09/22 Rain Date Requested: 10/16/22

Arrival Time: 9 Departure Time: 3

Event Start Time: 11 Event End Time: 2

SECTION 3: APPLICANT INFORMATION

Check one: ☒ Non-Profit Organization ☐ Commercial/Business Organization ☐ Family
**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Nicole McCormick, Geoff Green
**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 7 Main St, Warwick, NY 10990

Email Address: nicole@greenteamreality.com Cell Phone: 9739455091

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

Name of Organization (if Applicable): Better Homes + Gardens RE Green Team

Name of Organization's Director(s)/Officer(s): Geoff Green

Organization's Phone: _____ Email Address: info@greenteamreality.com

Mailing Address of Organization: 7 Main St, Warwick, NY 10990

Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

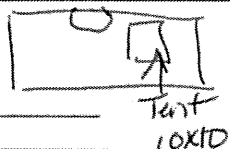
Maximum Number of People Intended at the Event: 100-150
* If greater than 200 people, at any given time DO NOT complete this form. See instructions.
of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: Standard Village Parking, no arrangements for attendees

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 <input checked="" type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <u>soft music in background</u> <i>Location of Music/Loud Speakers/ Sounds System:</i> _____	Yes <input checked="" type="checkbox"/> No _____
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 <input checked="" type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up:</i> <u>9am</u> <i>Date & time tent will be removed:</i> <u>3pm</u> 	Yes _____ No _____

RVs, Campers, Food Trucks, etc. <i>If yes, explain: _____</i>	Yes _____ No <u><i>P</i></u>
Admission Fee to Be Charged <i>If yes, please list the admission fee: _____</i>	Yes _____ No <u><i>P</i></u>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <u><i>P</i></u>
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 <u><i>P</i></u>
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 <u><i>P</i></u>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <u><i>P</i></u>
Other <i>Please explain: _____</i>	Yes _____ No <u><i>P</i></u>

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

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes ____ No <u>10</u>
Other Please explain: _____	Yes ____ No ____

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: \$ 200 (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 Green Team (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

Green Team (Name Organization).

Nicole McCormick
 Printed Name of Applicant/Responsible Party

Nicole McCormick
 Signature of Applicant/Responsible Party

8/19/22
 Date

Clerk Use Only: Security Deposit Check # 1134 Certificate of Insurance ☒ Host Liquor Liability NA
 Fees Received NA Park Map(s) ☒ Police Dept. Approval (if applicable) NA
Calendar ☒

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.

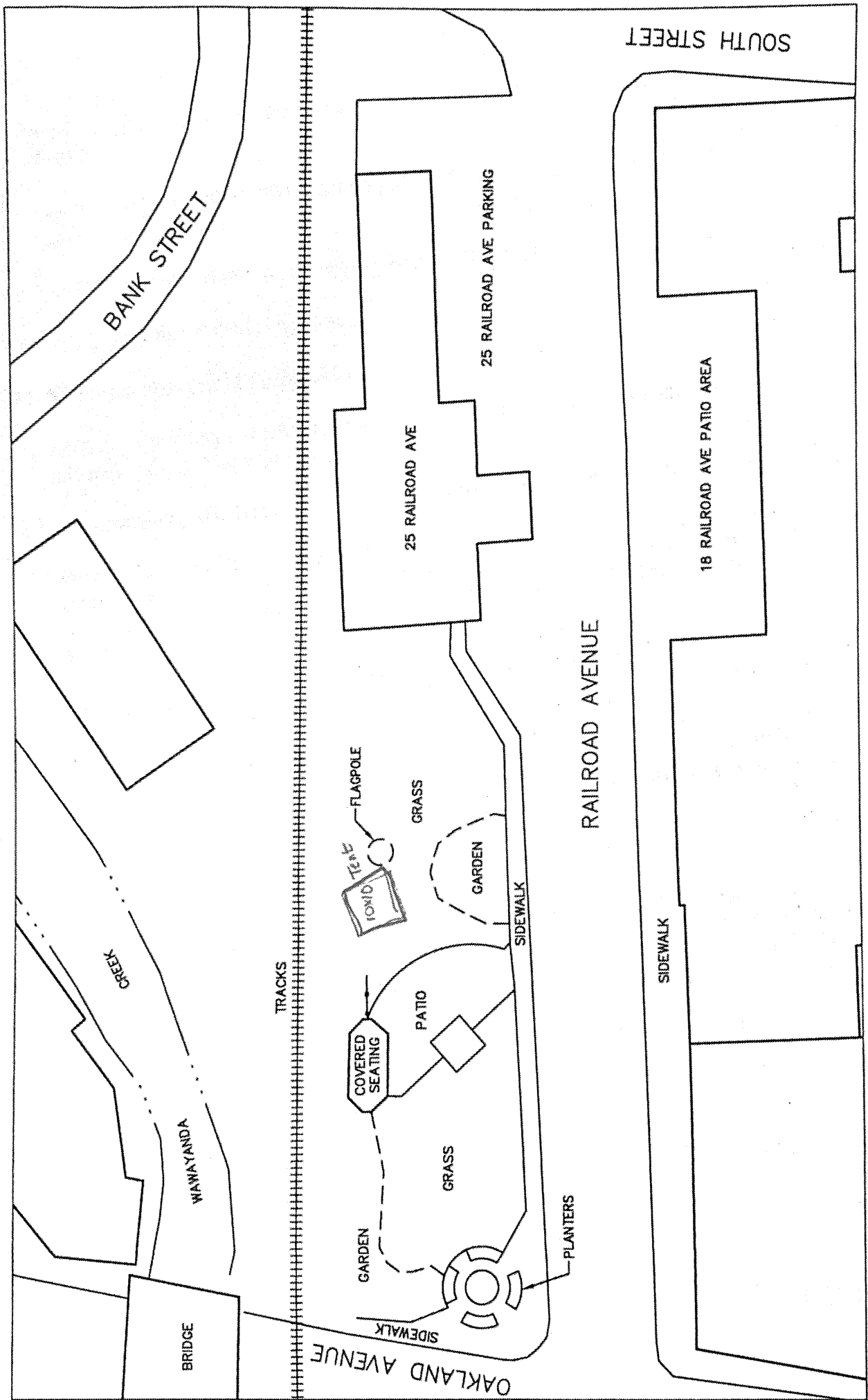
I have read and understand the Facilities Use Requirements:

Nicole McCormick
Printed Name of Applicant/Responsible Party


Signature of Applicant/Responsible Party

Date

8/19/22



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 9/6/22

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

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A-5142-4650	Snow Removal - Salt/Supplies	135,000.00	46,230.81	To purchase a Chipper not budgeted in 22/23	A5110.2350	Streets - Equipment	15,000.00	46,230.81
A5110.1000	Streets - Personal Service	524,054.39	2,142.76	Variance for Actual Payroll Distribution DPW	A5010.1200	DPW - WORKERS COMP SALARY	(1,377.36)	2,142.76
TOTAL			48,373.57		TOTAL			48,373.57

Respectfully submitted,

Sadie Becker
Village Treasurer

Backup Documentation: Negative balance listing report, Moser request

Report Date: 8/30/22

August 30, 2022
09:44 AM

VILLAGE OF WARWICK
2023 Expenditure Accounts with a Negative Balance Listing

Page No: 1

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

Account No	Description		Expended	Transfers	Reimbursed	Canceled	Balance	%Used
	Budgeted	Encumbered						
A-5010-1200	DPW - WORKERS COMP SALARY							
	0.00	0.00	5,903.06	4,525.70	0.00	0.00	1,377.36-	130.43
A-5110-2350	Streets - Equipment							
	15,000.00	61,230.81	0.00	0.00	0.00	0.00	46,230.81-	408.21
Fund Total								
	15,000.00	61,230.81	5,903.06	4,525.70	0.00	0.00	47,608.17-	343.82
Year Total								
	15,000.00	61,230.81	5,903.06	4,525.70	0.00	0.00	47,608.17-	343.82

Dear Mayor Michael J. Newhard and Village Board of Trustees,

On behalf of the Warwick Reformed Church, we would like to hold the 9th annual Hispanic Heritage Parade and Celebration through the Village of Warwick ending with a celebration event in the Memorial Park Pavilion, on Sunday, September 25th, 2022

We plan on having professional dancers along with the public down the parade route, culminating with Latin music in the Pavilion, where a number of exceptional individuals from our community will also be recognized.

The parade route has been approved by Police Chief John Rader, who has graciously given us Law Enforcement Officer assistance with street closures and detours, and is reaching out to the Fire Department for assistance due to the extended parade route.

The parade route will start at the Warwick Reformed Church, 16 Maple Avenue, turning down Main Street / Oakland Ave.

Then:

- a left on Third Street
- straight on Park Way
- left on Park Lane
- Cross Forester Ave. into Veterans Memorial Park

The parade will begin at 4pm and we anticipate it ending at 4:30, which should be the duration of needed street closures.

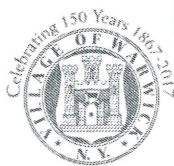
The total duration of the event at the pavilion should be from 4pm to 8pm. Parking for the event will be at the parking lot on McFarland Drive.

Setup at the Memorial Park Pavilion will begin at 1pm and clean up will end at 9pm.

Thank you for your kind consideration.

RECEIVED
AUG 31 2022
VILLAGE OF WARWICK
CLERK

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



RECEIVED

AUG 31 2022

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

VILLAGE OF WARWICK
INCORPORATED 1867

VILLAGE OF WARWICK
CLERK

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: 8/29/22

Title of Event: Hispanic Heritage Parade and Celebration

Purpose of Event: Parade

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: Maple/main St, 3rd Street, Park Way, Park Lane, cross Forester ave

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 9/25/22 Rain Date Requested: _____

Arrival Time: 1 pm Departure Time: 9 pm

Event Start Time: 4 pm Event End Time: 8 pm

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Oscar Figueroa Sanchez
Pastor Rolfi Elicio Lopez

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

Mailing Address of Responsible Party: 11 west st apt A, Warwick NY 10990

Joanne Conde T@gmail.com ~~off~~

845 820-0923

Email Address: _____ Cell Phone: _____

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

Name of Organization (if Applicable): Warwick Reformed Church

Name of Organization's Director(s)/Officer(s): Pastor Rolfi Elivo Lopez

Organization's Phone: 845 986 4517 Email Address: linda.kurtz@warwick.net

Mailing Address of Organization: 16 Maple ave warwick NY 10990

Physical Address of Organization: 16 Maple ave warwick NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 190

** 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: 20

Please explain the parking plan for the event: we will be using the Parking Lot on McFarland Drive

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 <input checked="" type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <u>There will be Latin music</u> <i>Location of Music/Loud Speakers/ Sounds System:</i> <u>Memorial Park Pavilion</u>	Yes <input checked="" type="checkbox"/> No _____
Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i>	Yes <input checked="" type="checkbox"/> No _____
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> Date & time tent will be set up: <u>9/25/22 1 PM</u> Date & time tent will be removed: <u>9/25/22 4 PM</u>	Yes <input checked="" type="checkbox"/> No _____

RVs, Campers, Food Trucks, etc. If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged If yes, please list the admission fee: _____	Yes _____ No <input checked="" type="checkbox"/>
Alcohol Host Liquor Liability Insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold If yes, explain the method of food distribution and disposal of trash: _____ _____ _____ <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. If yes, explain: _____ Additional contract(s) and/or insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	Yes _____ No <input checked="" type="checkbox"/>
Other Please explain: <u>we would like the Key to Restrooms</u> ^{Memorial Park Pavilion}	Yes <input checked="" type="checkbox"/> No _____

SPECIAL REQUESTS:
CHECK YES OR NO

Road Closure List road(s): <u>Maple/Main St./3rd St/Park Way/Park Lane/Memorial Park Pavilion</u> ^{Cross Forester Ave to} Closed between the hours of <u>400 PM</u> and <u>430 PM</u> Number of 'No Parking' meter bags requested, if applicable: <u>0</u>	Yes <input checked="" type="checkbox"/> No _____
Use of Village-owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	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 <i>Please explain:</i> _____	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: \$ 200 (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 Warwick Reformed Church (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Reformed Church (Name Organization).

Oscar Sanchez
 Printed Name of Applicant/Responsible Party

Oscar Sanchez
 Signature of Applicant/Responsible Party

8/30/22
 Date

Clerk Use Only: Security Deposit Check # 14381 Certificate of Insurance ☒ Host Liquor Liability NA
 Fees Received ☒ Park Map(s) ☒ Police Dept. Approval (if applicable) ☒
Facility Use Calendar ☒

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

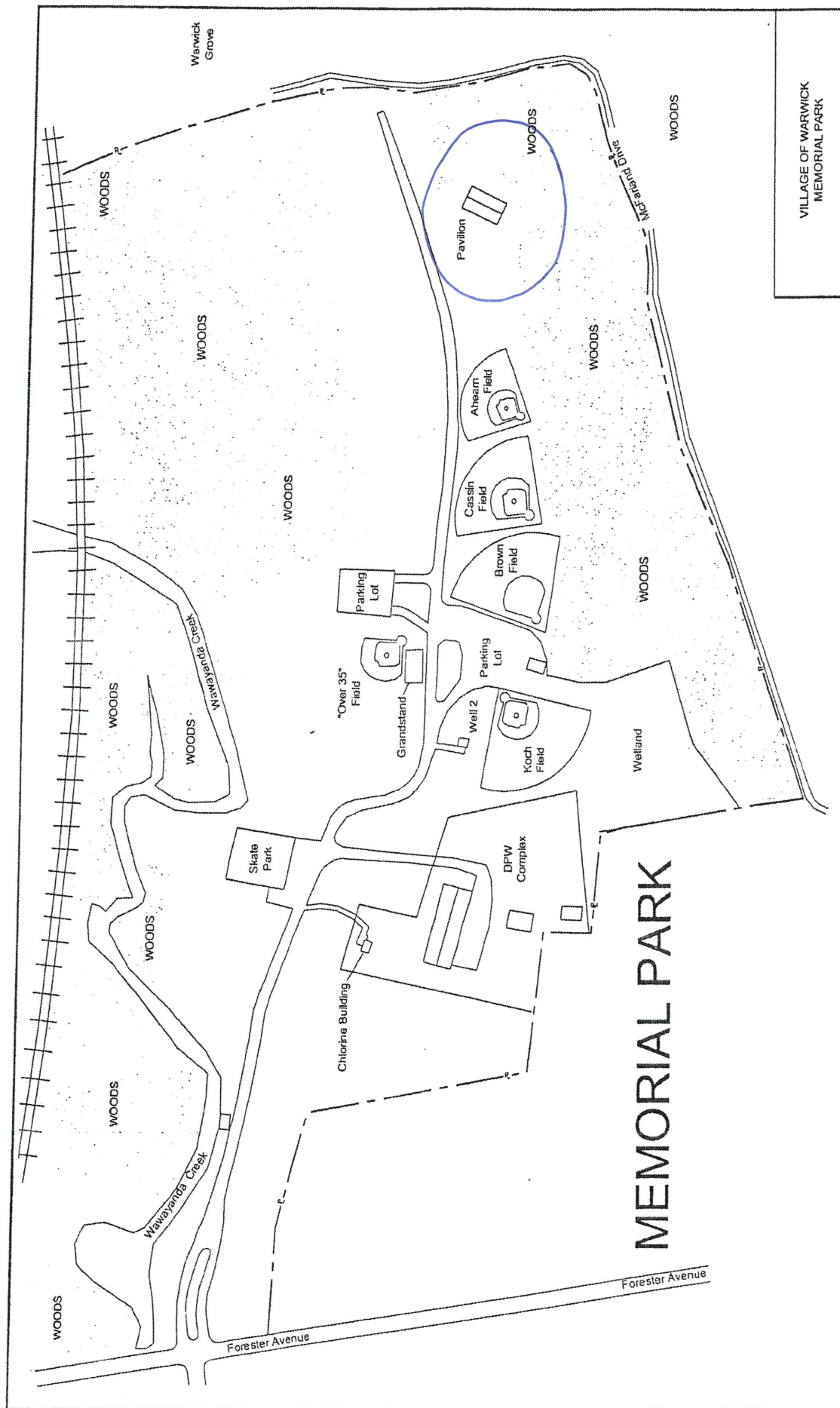
FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising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

Oscar Sanchez
Printed Name of Applicant/Responsible Party

Oscar Sanchez
Signature of Applicant/Responsible Party

Date 8/30/22



VILLAGE OF WARWICK
MEMORIAL PARK



RECEIVED

AUG 26 2022

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Record of Activities

Name Thomas McKnight
Title Village of Warwick Trustee
Employer Village of Warwick NY

4/4/22	2	prep for first Village Board meeting
4/6/22	0.75	Spoke with Building Inspector and looked at plans for Warwick Commons as project land clearing commenced
4/11/22	0.75	Spoke with Mayor and separately Trustee Foster about liaison roles and responsibilities
4/18/22	2	prep for Village Board meeting
4/18/22	0.5	signed for check disbursements
4/18/22	3	Village Board meeting
4/19/22	0.5	reviewed Village legal matter
4/22/22	1	discussed staff salary issues in separate conversations with Trustees
4/25/22	1	prep for CPC meeting
4/25/22	3	CPC meeting
4/26/22	1.25	Discussed liaison roles with Trustee Cheney
4/26/22	0.5	Discussed liaison roles with Mayor
4/26/22	0.5	Discussed Village matters with Trustee Foster
4/26/22	0.5	Met with Library Director
4/28/22	1	Prepped for Village Board meeting
4/29/22	1	signed/approved vouchers
4/30/22	2	Earth Fest event

5/1/22	1	Met with Trustee Foster re: parks plan
5/2/22	1.5	Met with local non-profit re: technology strategy for Comprehensive Plan
5/2/22	1	Prep for Village Board meeting
5/2/22	2	Village Board meeting
5/4/22	1	Researched feasibility of municipal broadband/wifi access
5/5/22	1	Met with IT consultant re: Village tech
5/6/22	0.5	Researched record management solutions
5/6/22	0.5	Met with Village Treasurer
5/10/22	0.5	Discussed healthcare benefit entitlements w/ Treasurer
5/10/22	0.5	Discussed collective bargaining agreement w/ Trustee Cheney
5/10/22	0.5	Discussed records management issues w/ Trustee Foster
5/10/22	1.5	Researched Village Handbook employee benefits issue
5/11/22	2	Met w/ Treasurer and Clerk about office responsibilities
5/12/22	1	Researched electronic content management systems
5/13/22	1	Prep for Village Board meeting, reviewed/signed vouchers
5/16/22	2.5	Prep for Village Board meeting, Village Board meeting
5/17/22	2	Attended AWPL meeting as liaison, discussion with Director
5/18/22	2.5	NYS webinar on electronic content management systems
5/19/22	2	Spoke with Town Clerk and Village Clerk about ECMS technologies, researched solutions
5/19/22	1	Spoke with two different constituents about

		short-term rentals policy
5/20/22	1	Spoke with Planning board chair about upcoming meetings
5/20/22	0.5	Spoke with PB/ZBA clerk about various Planning Board agenda items
5/20/22	1	Spoke with building inspector about enforcement issues
5/20/22	2	Researched comparable short-term rental legislation
5/21/22	1	Spoke with potential recruits for Planning Board and ZBA
5/22/22	2	Parks Plan community engagement session at Veterans Memorial Park
5/23/22	1	Spoke independently with other board members about Conservation Advisory Council
5/23/22	3	Researched NYS regulations and prepared Conservation Advisory Council internal memo
5/23/22	1	Met with Town Supervisor re: police contract, Town Conservation Board, ECMS licensing
5/24/22	1	Worked on Comprehensive Plan draft
5/25/22	3	CPR training
5/25/22	2	Village Board work session
5/30/22	4	Memorial Day event
5/31/22	2.5	Comprehensive Plan Committee prep and meeting
6/1/22	1	Met with Chief of Police and reviewed police contract
6/1/22	2	WWTP and WTP facilities tour
6/3/22	0.5	Spoke with Village Planning Board secretary
6/3/22	0.5	Prep for June 6 Village Board meeting
6/6/22	2.5	Prep for Village Board meeting, Village Board meeting
6/9/22	1	Catch up on Village emails

6/11/22	2	Researched NYS Climate Smart Communities program
6/12/22	4	Warwick Pride Day event
6/17/22	4	Drafted Conservation Advisory Council legislation
6/18/22	2	Juneteenth celebration event
6/19/22	1	Met with farmers & local business owners about Bank Street closure
6/22/22	0.5	Reviewed Village Planning Board meeting minutes
6/27/22	0.5	Catch up on Village emails
6/27/22	2	Village Board meeting & prep
6/28/22	2	Village Comprehensive Plan meeting and prep
6/29/22	1.5	Document record management seminar

90 Day total = 98.75 hours

To ensure three full months of active working days are reflected on the ROA, extend the period of the ROA by the amount of time used for vacations, illness, holidays or other reasons not worked during the three-month period.

Once you have completed recording activities for a three-month period, print this worksheet and sign and date below.

With my signature, I attest to the accuracy of the record provided above.

Thomas McHugh

Signature

8/26/22

Date

Received Date

**Standard Work Day and
Reporting Resolution for
Elected and Appointed Officials**

Employer Location Code

4 0 2 6 1

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Village of Warwick / 40261 hereby established the following standard work days for these titles and will report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Thomas McKnight	XXXX	XXXXXXXXXX	Trustee	4/4/22 - 4/5/27	6	5.49	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, **Raina Abramson**

(Name of Secretary or Clerk)

secretary/clerk of the governing board of the

(Circle one)

Village of Warwick

(Name of Employer)

of the State of New York,

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the **6** day of **September**, 20**22**

on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the **Village of Warwick**

on this **7** day of **September**, 20**22**,

(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, **Raina Abramson**

(Name of Secretary or Clerk)

being duly sworn, deposes and says that the posting of the Resolution began on

9/7/2022

and continued for at least 30 days. That the Resolution was available to the public on the:

(Date)

☒ Employer's website at: **villageofwarwick.org**

☒ Official sign board at: **77 Main St., Warwick, NY 10990**

☒ Main entrance Secretary or Clerk's office at: **77 Main St., Warwick, NY 10990**

Page **1** of **1**

(for additional rows, attach a RS 2417-B form.)

(seal)

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

Help Wanted Part-Time Court Attendant

The Village of Warwick is seeking a Part-Time Court Attendant. This position is primarily one to four Wednesday evenings per month, beginning at 5 p.m. Responsibilities include verifying attendees, following safety protocol, maintaining order, and assisting the Judge and Court Clerk as needed. If interested, please mail a resume to the attention of the Court Clerk, Village of Warwick, P.O. Box 369, Warwick, NY 10990, fax to (845) 986-6884 or e-mail clerk@villageofwarwick.org.

77 Main Street
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INCORPORATED 1867

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Planning and Zoning Department

Escrow Release Request for Balance of Funds

August 31, 2022

Requested Payee – Stephen Gross
Zoning Board of Appeals

Total Balance - \$965.00

Amount Requested - **\$965.00**

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

Sincerely,

Maureen J. Evans,
Zoning Board of Ap

MaureenE

Subject:

FW: Gross Art 78

-----Original Message-----

From: rwfk@frontiernet.net <rwfk@frontiernet.net>
Sent: Tuesday, August 30, 2022 5:07 PM
To: Michael Newhard <mayor@villageofwarwick.org>
Cc: MaureenE <Planning@VillageofWarwick.org>
Subject: Gross Art 78

The matter is closed.

ROBERT W. FINK, ESQ.
210 Main Street, P.O. Box 900
Goshen, New York 10924
845-294-9721 - office
845-294-3131 - fax
rwfk@frontiernet.net

IMPORTANT: NEVER WIRE FUNDS TO THIS OR ANY OFFICE WITHOUT VERBAL VERIFICATION. ALWAYS CALL THIS OFFICE BEFORE YOU WIRE. YOU MUST VERBALLY VERIFY THE AMOUNT AND THE WIRING INSTRUCTIONS BEFORE YOU WIRE.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 6, 2022
ADDENDUM NO. 1**

Announcement

3. Warwick's Repair Café is held the 3rd Saturday of every other month from 10 a.m. to 2 p.m. at the Senior Center, Town Hall Complex, 132 Kings Highway, Warwick. Bring your beloved but broken items and fix them for free with repair café coaches. Upcoming 2022 dates, September 17th & November 19th.

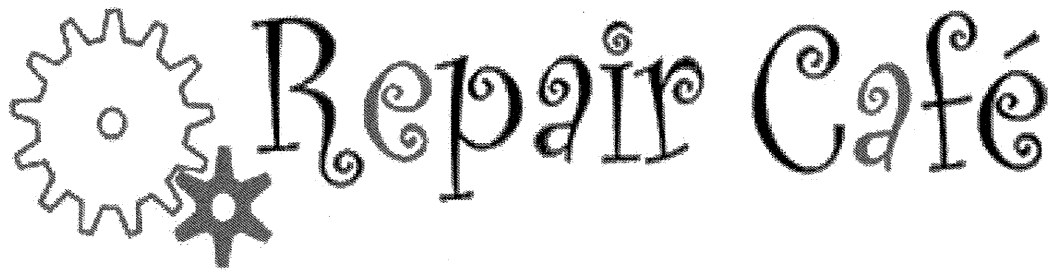
Motions

14. **MOTION** to confirm the Village of Warwick's commitment to provide funding in the amount of \$575,000 towards the Maple Avenue Water Booster Station Relocation Project as part of the Local Community Assistance Program (LoCAP). Funds are appropriated in the FY 2022-23 budget codes F.1440.4 and F.8320.2

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

Trustee Cheney ____ Trustee Foster ____ Trustee Bachman ____

Trustee McKnight ____ Mayor Newhard ____



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

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

**Lamp Parts Available at our cost*

Mechanical & Electrical

Quick Repairs & Consultations

Laptops, Tablets, Cell Phones

Bikes, Jewelry, Wooden Things

Clothing, Home Textiles, Soft Toys

Knife & Tool Sharpening

Limit TWO Items Per Person

HELP US HELP YOU!

MASKS REQUIRED UNLESS CIRCUMSTANCES CHANGE

Pls. Bring a non-perishable (box/can) Food Pantry Donation

RepairCafeHV.org

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

September 2, 2022

James Skoufis
Senator, 39th District
47 Grand Street
Newburgh, NY 12550

RE: LoCAP Application-Maple Avenue Water Booster Station Relocation

The estimated projected cost provided by Village of Warwick Engineer, Barton & Loguidice, is \$761,000. The Village of Warwick adopted their 2022-2023 budget on April 18, 2022. The Village of Warwick has budgeted to use \$575,000 from the infrastructure reserve for said costs.

I've included the following attachments as proof of funding:

- Cost estimate from Barton & Loguidice
- Page 9 of the adopted budget showing the interfund revenue from the infrastructure reserve
- Page 12 of the adopted budget showing the project is budgeted
- Resolution adopting the 2022-2023 Village of Warwick Budget
- LoCAP Grant Award letter in the amount of \$250,000 dated August 19, 2022

If any further information is needed, please let me know.

Sincerely,


Sadie Becker
Village Treasurer



Village of Warwick
The Relocation of the Maple Avenue Water Booster Station

1334.019.001
RMDS/JAB
9/1/2022

Item	Description	Quantity	Unit	Unit Cost	Estimated Cost
1	Mobilization	1	LS	\$ 52,000	\$ 52,000
2	Demolition of Existing Pump Station	1	LS	\$ 12,000	\$ 12,000
3	Pressure Reducing Valve	1	LS	\$ 30,000	\$ 30,000
4	Furnish and Install Package Pump Station	1	LS	\$ 330,000	\$ 330,000
5	Site Work	1	LS	\$ 75,000	\$ 75,000
6	Yard Piping	1	LS	\$ 70,000	\$ 70,000
<i>Subtotal</i>					\$ 517,000
<i>Contingency</i>				20%	\$ 103,000
<i>Contractor General Conditions</i>				5%	\$ 26,000
<i>Subtotal</i>					\$ 646,000
<i>Estimated Engineering, Legal, Administration</i>					\$ 115,000
Total Estimated Project Capital Cost					\$ 761,000

VILLAGE OF WARWICK

Fiscal Year June 1, 2022 - May 31, 2023

BUDGET CODE	WATER FUND - PROJECT HIGHLIGHTS	ESTIMATED COST
	<u>ENGINEERING</u>	
F.1440.4	Oakland Dr Water Main Extension	5,000
F.1440.4	Campbell Rd Water Main Extension	2,500
F.1440.4	Galloway Heights Valve Repair	5,000
F.1440.4	Robert Dr Vault Replacement	2,000
F.1440.4	Oakland, Orchard, Elm valve investigation	2,500
F.1440.4	B&L-Safe Yield Analysis	15,000
F.1440.4	Tectonic-Dam	Dam Reserve 45,600
F.1440.4	Pitingaro Doetsch-Well #3 CA/CO	60,000
* F.1440.4	B&L-Maple Ave Water Booster Station Relocation	Interfund 75,000
F.1440.4	B&L Retainer	5,000
		217,600
	<u>WATER PUMP STATIONS</u>	
F.8320.2	Genset Hilltop PS	50,000
F.8320.2	Genset Galloway PS	30,000
F.8320.2	RAFA Scada system for Southern Lane PS, Ridgefield PS, Laura Lane PS	24,000
* F.8320.2	Maple Ave PS relocation	Interfund 500,000
		604,000
	<u>PURIFICATION</u>	
F.8330.2	Well #3 construction	ARPA 1,000,000
F.8330.2	New standing seam roof MWTP	55,000
F.8330.2	Chemical handling equipment	7,500
F.8330.2	2 Dehumidifiers	5,000
F.8330.2	Relocate salvage genset from Orchard St PS to RWTP	40,000
F.8330.2	Mowing Equipment	2,000
		1,109,500
	<u>TRANSMISSION/DISTRIBUTION</u>	
F.8340.2	Correlator	29,000
F.8340.2	Leak Detector	5,000
F.8340.2	Tablet for meter information	1,000
F.8340.4	Heat-Water Barn	12,000
F.8340.4	Galloway Heights PRV	36,000
F.8340.4	Robert Dr prv vault replacement	20,000
F.8340.4	Reservoir land acquisition (NYS DEC Grant WQIP)	NYS DEC Grant 385,000
		405,000
TOTAL		2,336,100

VILLAGE OF WARWICK

Fiscal Year June 1, 2022 - May 31, 2023

WATER FUND REVENUE

Revenue Code	** REVENUE OTHER THAN REAL ESTATE TAXES **	
F 2140	Metered Sales	1,368,529
F 2142	Hydrant Rental	4,000
F 2144	Water Taps & Sprinkler Fees	4,000
F 2148	Water Sales Penalties	22,000
F 2401	Bank Interest & Earnings	3,500
		1,402,029
F.1289	NYS DEC Grant WQIP - Reservoir Land Acquisition (F.8340.4600)	288,150
		288,150
F 2801	Transfer from Dam Repair Reserve - Reservoir Land Acquisition (F.8340.4600)	96,050
F 2801	Transfer from Dam Repair Reserve - Tectonic Dam Engineering (F.1440.4950)	45,600
F 2801	Transfer from Infrastructure Reserve - Engineer for Well #3 construction (F.1440.4950)	60,000
* F 2801	Transfer from Infrastructure Reserve - Maple Ave Pump Station Relocation	575,000
F 2801	Transfer from Infrastructure Reserve - Well #3 construction (F.8330.2350)	308,000
F 4089	Transfer from ARPA - Well #3 construction (F.8330.2350)	692,000
		1,776,650
TOTAL WATER FUND REVENUE		3,466,829

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VILLAGE OF WARWICK
INCORPORATED 1867

RESOLUTION ADOPTING THE 2022-2023 VILLAGE BUDGET

WHEREAS, a tentative budget (the "Proposed Village Budget") for the Village of Warwick was prepared and introduced for the 2022-2023 fiscal year; and

WHEREAS, a public hearing was held on April 18, 2022, and all interested persons were afforded an opportunity to be heard with respect to the Proposed Village Budget, after which such public hearing was closed.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the Board of Trustees of the Village of Warwick hereby adopts the proposed Village Budget of the 2022-2023 fiscal year, including any amendments to such budget as approved by the Board of Trustees, which shall, upon adoption, become the final Village Budget for the 2022-2023 fiscal year: and

BE IT FURTHER RESOLVED that the Mayor, the Village Clerk and any officer, employee or consultant, as directed by the Mayor is authorized and directed to take any and all actions that are reasonably necessary, proper, or convenient to carry out the purposes of this Resolution.

Trustee Foster presented the foregoing resolution which was seconded by Trustee Cheney,

The vote on the foregoing resolution was as follows: **APPROVED**

Barry Cheney, Trustee, voting Aye

Carly Foster, Trustee, voting Aye

Thomas McKnight, Trustee, voting Aye

Corey Bachman, Trustee, voting Aye

Michael Newhard, Mayor, voting Aye

I, RAINA ABRAMSON, Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at the regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, April 18, 2022 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 19th day of April 2022.

SEAL



Raina M. Abramson, Village Clerk

CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES & COMMISSIONS
FINANCE
JUDICIARY
LABOR
TRANSPORTATION



SENATOR
JAMES SKOUFIS
39TH SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
47 GRAND STREET
NEWBURGH, NY 12550
OFFICE: 845-567-1270

NORTH ROCKLAND OFFICE:
55 WEST RAILROAD AVENUE
SUITE 24A2
GARNERVILLE, NY 10923
OFFICE: 845-786-6710

e-mail:
skoufis@nysenate.gov

August 19, 2022

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

Dear Mayor Newhard,

Enclosed please find the "Local Community Assistance Program (LoCAP) Preliminary Application" for a Village of Warwick grant in the amount of \$250,000. These funds are for costs associated with relocating a water pump station. Please return the application by September 19, 2022.

Once we have received the completed project information sheet, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read "James Skoufis".

James Skoufis
Senator, 39th District