

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



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

VILLAGE OF WARWICK
INCORPORATED 1867

**Village of Warwick
Village Board Meeting – December 21, 2020
Agenda**

Pursuant to Governor Cuomo’s Executive Order 202.1, Village of Warwick meetings will be conducted virtually through Zoom Videoconference until further notice.

To View the Meeting:

FACEBOOK LIVE - The public may view the meeting live by going to the Village of Warwick’s Facebook page: <https://www.facebook.com/VillageofWarwick>

VILLAGE’S WEBSITE – The public may view the meeting a day or so after its completion by going to the village’s website: www.villageofwarwick.org

To Comment During Privilege of the Floor Only:

VIA EMAIL OR MAIL - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: clerk@villageofwarwick.org or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
DECEMBER 21, 2020**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: December 7, 2020

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

Trustee Cheney ___ Trustee Lindberg ___ Trustee Bachman ___

Trustee McManus ___ Mayor Newhard ___

3. Acceptance of Reports, November 2020: Clerk's Office, Justice, Building, and Planning.

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

Trustee Cheney ___ Trustee Lindberg ___ Trustee Bachman ___

Trustee McManus ___ Mayor Newhard ___

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

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

Trustee Cheney ___ Trustee Lindberg ___ Trustee Bachman ___

Trustee McManus ___ Mayor Newhard ___

5. Police Report - *Suspended to Streamline Meeting due to COVID-19*

Correspondence

1. Letter from the residents of Ridgefield Meadows regarding Warwick Commons.

2. Letter from Village Accountant, Michael Vernieri, regarding the recommendation that Orange Bank and Trust Company replace ConnectOne as the Village of Warwick's primary bank.

Discussion

1. Procurement Policy

Privilege of the Floor

VIA EMAIL OR MAIL - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: clerk@villageofwarwick.org or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

Motions

Trustee Cheney's Motions:

1. **MOTION** to authorize the Mayor to execute the 2021 DOT and NON-DOT Service Agreements with Partners in Safety to administer random drug and alcohol testing for Village employees at a cost of \$42.50 per employee.

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

Trustee Cheney ___ Trustee Lindberg ___ Trustee Bachman ___

Trustee McManus ___ Mayor Newhard ___

Trustee Lindberg's Motions:

2. **MOTION** to accept the budget modification as per the Village Treasurer's letter dated December 16, 2020.

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

Trustee Cheney ___ Trustee Lindberg ___ Trustee Bachman ___

Trustee McManus ___ Mayor Newhard ___

3. **MOTION** to appoint Orange Bank and Trust Company as the primary bank for the Village of Warwick and authorize the Mayor to sign the proposal dated December 7, 2020, per the recommendation of Village Accountant, Michael Vernieri.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

4. **MOTION** to adopt the revised Village of Warwick Investment Policy effective December 21, 2020, per the recommendation of Village Accountant, Michael Vernieri.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Reports: *Suspended to Streamline Meeting due to COVID-19*

Final Comments from the Floor

Final Comments from the Board

Executive Session, if applicable

Adjournment

RECEIVED

DEC 15 2020

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

December 12, 2020

Village of Warwick
PO Box 369
Warwick, NY 10990

ATTN: Village Board

RE: Warwick Commons, From the residents of Ridgefield Meadows

As we are aware of your involvement at this point in the approval process for Warwick Commons, we are writing to ensure the Board is aware of our neighborhood's concerns regarding traffic issues as a result of this new development and specifically our request to have a crash gate installed on Sheffield Drive.

Below please find the correspondence we have sent to the Planning Board this year outlining our serious concerns were this new development have access to our neighborhood via Sheffield Drive.

The majority of our community is in support of blocking road access on Sheffield Drive, as is the developer. We are encouraged that the Village has allowed and maintains other crash gates where there were traffic concerns and we feel strongly that our situation is similar and would also greatly benefit from a crash gate. Please review the attached correspondence for a full understanding of our position and concerns.

We look forward to the Village accepting the plan for the crash gate as part of this new development and sincerely thank you for your time and consideration.

Sincerely,

The Residents of Ridgefield Meadows:

Main contact: Melanie & Tim Wesloske, 32 Sheffield Drive, 973-978-6025

Lee & Wendy Dukes, 31 Sheffield Drive

Laura & Ales Koblizek, 39 Ridgefield Road

Nicholas & Lisa Nicosia, 34 Sheffield Drive

Arthur & Amy Buliung, 6 Ridgefield Road

Juan & Chanel DeJesus, 57 Ridgefield Road

Mona & Jim Finucane, 27 Ridgefield Road

Michelle & Richard Cestaro, 30 Ridgefield Road	Ann & Michael Reilly, 9 Ridgefield Road
Brendan & Kelly Grady, 40 Sheffield Drive	Mark & Suzanne Bele, 35 Sheffield Drive
Maura & Michael Tennant, 32 Ridgefield Road	Kelli & Anthony Monti, 1 Ridgefield Road
Dennis & Debora Ackerman, 55 Ridgefield Road	Stash & Lisa Landau, 22 Ridgefield Road
John & Celeste Prell, 33 Sheffield Drive	Pete & Carol Shannon, 31 Ridgefield Drive
Christina & Marlon Sahai, 35 Ridgefield Road	Silvana & Rob Young, 37 Sheffield Drive
Jason & Marissa Bogdany, 38 Sheffield Drive	Tricia & Dan Miller, 45 Ridgefield Road
John & Catherine Leardini, 17 Ridgefield Road	Don Hummer
Dan & Melissa Thompson, 39 Sheffield Drive	John & Jean Silver, 25 Ridgefield Road
Leigh Jonaitis & Peter Helff, 51 Ridgefield Road	Olga & Roman Klyshko, 44 Ridgefield Road
Tara & Dan Amberger, 41 Ridgefield Road	Frank & Linda Fasano, 12 Ridgefield Road
Rick & Toni Laya, 14 Ridgefield Road	Anne & Mike Murphy, 36 Ridgefield Road
Alejandro & Maria Beato, 11 Ridgefield Road	Julie & David Gluckstein, 3 Ridgefield Road
Anka & Sascha Simon, 43 Ridgefield Road	Roger Carroll, 5 Ridgefield Road
Mark & Michelle Peconie, 53 Ridgefield Road	

Date: April 13, 2020

To: Village of Warwick Planning Board
77 Main Street
Warwick NY 10990

RE: Warwick Commons Stage 5, LLC
Amended Site Plan Approval
Brady Road

From: The residents of Ridgefield Meadows

As a community, we have serious concerns about the current plans allowing for access of this new development into our neighborhood. The proposed plan includes building right up against an established neighborhood of 56 single family homes and providing access through this established neighborhood via Sheffield Drive - which is the name of the road on the Ridgefield Meadows side, whereas the same road is known as Magnolia Drive closer to Brady Road.

A little background:

The last houses built in Ridgefield Meadows were at 31 and 32 Sheffield Drive, around 2009-2010, and Sheffield Drive at that time had access into both the Ridgefield Meadows development and out to Brady Road. Traffic became increasingly congested through Ridgefield Meadows due to drivers using Magnolia/Sheffield Drive as a cut-through between Brady Road and Route 17A via Ball Road. This was exponentially worse during "apple season" when Maskers Orchard was open. There were issues with speeding and serious safety concerns with not only general car traffic but the neighborhood school bus stops as well.

After Hurricane Sandy in 2012, Magnolia Drive suffered significant damage due to downed trees and was temporarily closed. Residents took that opportunity to appeal to the Village Board to keep the road closed indefinitely as access was only negatively affecting those living here and taking away that access added mere seconds to the drive of those using it as a short cut. The Board agreed.

The "narrative summary" from Maser Consulting dated 12/20/2019 which has been submitted to you states: "All proposed lots will be accessible from Sheffield Drive (aka Magnolia Drive). The road and some utilities were partly built however the road has fallen into disrepair." This was not a road that was just forgotten. Over a dozen families worked hard to petition that this road be closed for the safety of themselves and their children.

The road has been closed to through traffic for these past 7 years. The neighborhood recently learned of newly resurrected plans for the development site from our own observations (the

Maser Consulting survey crew marking water drainage actually trespassed onto private property to do this) and from the minutes from the previous planning board meetings in January and March. The development of this site seriously impacts our neighborhood as it is obvious on the site plans that are available how close they plan on developing to the end of Sheffield Drive.

Opening this new development of 90 condo/townhouse units into a long established neighborhood of single family homes has no worthwhile purpose as far as our neighborhood is concerned. There is no benefit for us whatsoever, it will only be DETRIMENTAL to our otherwise quiet and secluded neighborhood:

1. bringing unnecessary traffic and subsequently increased air pollution from vehicle emissions
2. serious safety issues from not only the increase in traffic with speeding (which has been PROVEN to be a problem in the past when this road was open!) but especially as it concerns our neighborhood school bus stop, which is at the corner of Ridgefield and Sheffield
3. the decrease in value of our neighborhood of single family homes being a thoroughfare for a condo development of 90 units PLUS the current existing units which by design will then also all be connected

Thank you so much for your time and understanding. We hope to have these concerns addressed at the next Village Planning Board Meeting and at any subsequent meetings where this development is meant to be on the agenda.

Date: July 8, 2020

To: Village of Warwick Planning Board
77 Main Street
Warwick NY 10990

Attn: David Getz

RE: Warwick Commons

From: The residents of Ridgefield Meadows

Mr. Getz,

We hope you are in receipt of our previous letter dated April 13th outlining our concerns as a neighborhood as to the current design of Warwick Commons in that it allows unnecessary access to our development.

The meeting scheduled for April (after delivery of our letter) was cancelled and May's meeting was cut short. Listening in on the June meeting, we learned that the potential buyers have indeed been in contact with the DEC regarding the dam as well as with an architect regarding a "redesign" and with the planning board secretary inquiring as to when they are able to "submit additional information".

It was a bit disappointing that our letter of concerns was not mentioned and we sincerely hope them to be in the upcoming meeting. I am sure you understand how difficult it is to be allowed such limited input into something that directly affects not only your day-to-day lives but the safety of your children and the protection of the biggest investment any average adult can make: your home and its value.

We understand that many on the board are surely aware of this project's long history but we cannot be sure that the Board understands how this development is connected with our own and the significant impact the current plans would have on our neighborhood if allowed to proceed as is.

In light of that, we'd like to invite you to come to our neighborhood and see it for yourself. See how quiet it is, how few cars, our close proximity to Maskers Orchard. When you are here, please make note that one of the main school bus stops for the neighborhood is at the corner of Sheffield and Ridgefield. Come to the end of Sheffield Drive and see where the road has been closed for 7 years. Feel free to walk to the other end (as many of us and our neighbors in

Warwick Commons already do) and picture the visual, vehicular, and noise impact of 14 buildings and 90 condos (if that's what they are still planning?)

We invite you, in particular, because of your specific knowledge of engineering and design, as well as village laws in regards to what is and isn't allowed, so the development can move forward in a way that respects those of us living here.

If we are so lucky to have our concerns heard, acknowledged and accepted, then the question is: How can Sheffield Drive be properly closed off? Those of us who live on the closed end of Sheffield Drive have put up with a crumbling road – as you can see when you visit, the top coat of the road was never finished and is in disrepair – and have never been given a straight answer as to where the village road/responsibility ends and the private road begins. Our children have learned to steer their bicycles around the loose pavement, holes, and cracks. We dare you to ask how the snowplow drivers feel about the manhole cover that hovers around 4 inches above the surface!

Please take our concerns to the Board at the upcoming meeting on July 14th. We deserve to know that our neighborhood matters and the serious issues we face if our development is connected to Warwick Commons will be addressed by someone – given that we are not allowed to give that input in any other fashion than letter-writing at this point.

November 4, 2020

To: Village of Warwick Planning Board
77 Main Street
Warwick NY 10990

RE: Warwick Commons

Please allow this letter to reflect a follow up on our concerns after a representative from Ridgefield Meadows attended the Planning Board meeting on October 13th.

One member brought up the potential problem of GPS not recognizing a gate. While we agree this could be a problem, it would be of particular concern during apple season – as commuters and other locals interested in using the road as a “short cut” would soon find out it is not open. One potential move to help lessen confusion could be to NOT rename Magnolia as a continuation of Sheffield Drive. It seems it would be more confusing to have one continuous road being closed in the middle rather than two roads that meet at a closed point. It seems that some GPS has finally started recognizing that the road is closed so hopefully that remains the case. Additionally, signage indicating something along the lines of “Private community - No through traffic” might make more of an impact than “No Outlet” signs as many confused apple-pickers would probably be more likely to ignore those, especially if their GPS is telling them that’s the way. Maskers does put signage at the corner of Magnolia and Brady Road every year that says “Stay Straight for Maskers” and it appears that that has helped as people ignoring the barriers and poor condition of the road and driving up Magnolia anyway has become less common. If the HOA had bigger temporary signs indicating that the road is NOT an entrance for Maskers it would likely help a lot.

On another note, the traffic study mentioned during the meeting in October having been done in May is surely not reflective of actual commuting traffic, as there was obviously still a lot of people working from home at that point. Unless there was a misunderstanding, the traffic study also seemed to focus mostly on the resident traffic coming in and out of the new development. Locally, we know there is much more in terms of traffic issues to consider – commuters from outside the development in addition to others going from that side of Warwick/West Milford using the road as a short-cut to 17A and of course apple-picking traffic to Maskers.

We look forward to your site visit on November 7th and hope this allows those of you who are not familiar with our neighborhood to more fully understand how the area is laid out and why we have the serious concerns we have. We are encouraged that some on the board seem to share our concern over the increase in traffic we will CERTAINLY see in our neighborhood should the proposed development be connected to our existing neighborhood via Sheffield Drive. It was discouraging to hear a member say he was “against” the gate because “communities should be connected”. Certainly if the board members LIVED here, and

it was YOUR CHILDREN and home values at risk then it would be easier to understand our concerns. We also are interested in our communities being connected - by a sidewalk, not a road.

MICHAEL VERNIERI
Certified Public Accountant
9 Oakland Avenue
P.O. Box 630 Warwick, NY 10990
(845) 986 - 7636 • (845) 651 - 7636

Michael Vernieri, CPA
Diane Scocozza

255 Greenwich Avenue
Goshen, NY 10924
(845) 294 - 6922

December 16, 2020

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

Re: Banking Change

Dear Mayor Newhard:

1. ConnectOne Bank has indicated either a closure or sale of its banking facilities in Warwick.
2. This is our primary bank in Warwick at this time.
3. The choice of banks in Warwick do not appear to meet the needs of our Village.
4. I therefore recommend that Orange Bank and Trust Company replace ConnectOne as our primary bank for the following reasons.
 - a. Competitive interest bearing accounts (.31% on Money Market Accounts).
 - b. Interest on all accounts (ConnectOne bank has zero interest on our Operating Account).
 - c. Smart Safe at the Village for cash deposits. The bank is responsible once the cash is placed in the safe.
 - d. No service fees.
 - e. The Vice Presidents of the bank indicated a desire to fund our loan needs.

Very truly yours,


MICHAEL VERNIERI, CPA

MV/cy

RECEIVED

DEC 16 2020

VILLAGE OF WARWICK
VILLAGE CLERK'S OFFICE



December 4, 2020

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

Dear Mr. Newhard,

Once again, I want to thank you for your loyalty and your business. 2021 will be our 28th year servicing our customers and we are asking for you to renew your drug and alcohol testing agreement with us for another year.

With the news of a 90% effective vaccine, we look forward to the end of the pandemic in 2021. In the meantime, we realize the strain this virus has put on our budgets and therefore we have decided to keep our prices the same for 2021.

Enclosed is a copy of your 2021 Service Agreement and an updated employee list for your review. To continue services going into next year, please sign and date the bottom section of the Service Agreement and return it with your payment to our corporate address: 800 Route 17M, Middletown, New York, 10940, no later than February 15, 2021. You may also e-mail your signed agreement to Renewal@partnersinsafety.com and mail your payment separately.

Should you have any questions or concerns, please call or e-mail Jenn Skeeter at 845-341-0515 ext. 107, jskeeter@partnersinsafety.com, or myself at 914-772-4372.

Have a wonderful Holiday Season.

God bless and stay well!

A handwritten signature in black ink, appearing to read "Ursula Clancy", with a long, sweeping flourish extending to the right.

Ursula Clancy
President

Rockland County
55 Old Nyack Turnpike, Suite 401
Nanuet, NY 10954
845-624-3882

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

Westchester County
15 North Broadway, Suite D
White Plains, NY 10601
914-285-0434

New York City
408 West 45th Street
New York, NY 10036
212-727-8637

Towns and Villages of Orange County
Drug and Alcohol Testing Agreement

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

Complete DOT Program:

\$42.50 per Employee per year

Includes:

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

Additional Charges:

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

Table with 2 columns: Description of service and Price per test/person/hour. Includes items like DOT drug test at lab, DOT drug test with collection, Return-to-Duty/Follow-Up drug test, DOT Breath Alcohol test, DOT/19A physical, Split Specimen Testing, and Emergency Service.

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

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

Signature & Title _____

Handwritten signature of Ursula Clancy over a horizontal line.

Client Village of Warwick _____

Ursula Clancy, President

Date: _____

Partners In Safety, Inc.

Towns and Villages of Orange County Drug and Alcohol Testing Agreement

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

Complete DOT Program:

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Includes:

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

Additional Charges:

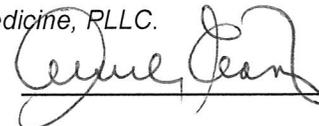
(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:	\$ 48.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 88.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• Offices of Partners In Safety:	\$ 78.00 per test
• Approved walk-in medical facility:	\$ 108.00 per test
DOT Breath Alcohol test the offices of Partners In Safety:	\$ 38.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 60.00 per test
DOT/19A physical performed at the offices of Partners In Safety:	\$ 65.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 250.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

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

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

Signature & Title _____



Client Village of Warwick (NON-DOT)

Ursula Clancy, President

Date: _____

Partners In Safety, Inc.

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 12/21/20

For approval to transfer available appropriations for the following Fiscal Year 2020-2021 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
A1325.4750	Treasurer-Training	1,875.00	500.00	To cover the cost of computer replacement	A1325.2000	Treasurer-Equipment	1,265.00	500.00
TOTAL			500.00		TOTAL			500.00

WATER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F8330.2350	Purification-Equip/Machinery	658,522.49	13,600.00	Tank replacement costs, and repairs needed	F8330.4400	Purification-Repairs	13,775.50	13,600.00
				TO Account Code				
TOTAL			13,600.00		TOTAL			13,600.00

Respectfully submitted,

Cathy Richards
 Village Treasurer

Backup Documentation: Copy of general fund budget and Water purification backup

Report Date: 12/16/20

VILLAGE OF WARWICK

Fiscal Year June 1, 2020 - May 31, 2021

BUDGET CODE	GENERAL FUND - PROJECT HIGHLIGHTS	ESTIMATED COST
	VILLAGE HALL	
A.1325.2000	Replace laptop computer Village Treasurer	1,265
A.1410.2000	Replace desktop computer Village Clerk	910
A.1410.2000	Replace printer in Village Clerk's office	1,250
A.1620.4400	2nd floor bathroom flooring/repairs	3,000
A.1620.4950	2nd floor upgrades (walls, partition glass, security)	7,500
A.1620.4950	Reroute drain from roof (sidewalk ramp)	1,000
A.1620.4950	Waterproof basement	1,500
		16,425
	CENTRAL GARAGE	
A.1640.2350	Generator for DPW barn <i>Equipment Reserve</i>	15,000
A.1640.2350	Truck lift <i>Equipment Reserve</i>	15,000
A.1640.2350	New compressor <i>Equipment Reserve</i>	5,000
		35,000
	NETWORK/IT	
A.1680.2000	Install offsite workstation for disaster recovery	1,200
		1,200
	SPECIAL ITEMS	
A.1910.4950	Village Comprehensive Plan - Fairweather Consulting contract	45,199
		45,199
	PARKING DIVISION	
A.3320.2300	Replacement meters	5,000
A.3320.4950	Carryover from FY 19-20 of Spring St lot upgrade <i>Parking Lot Reserve</i>	15,000
		20,000
	STREETS *HUD High St not budgeted 20-21 - was to be complete by Apr. 2020	
A.5010.2000	Replace desktop computer DPW Clerk	700
A.5010.2000	Replace iPad for DPW Supervisor	430
A.5110.2350	Replace (2) pick up trucks @ 40K each <i>1) 2021 Ford F250 \$32,163.32</i> <i>2) 2021 Ford F350 \$33,621.32</i> <i>Money in Lieu of Parks</i>	80,000
A.5110.2350	New chipper <i>Equipment Reserve</i>	20,000
A.5110.4400	Country Ln curbing/sidewalk replacement	25,000
A.5110.4930	Road paving not covered under NYS DOT CHIPS	100,000
A.5112.4950	Road improvements reimbursed by NYS DOT CHIPS	113,861
		339,991
	PARKS	
A.7140.2200	Install new cameras at multiple locations Stanley Deming Park <i>Money in Lieu of Parks</i>	15,000
A.7140.2200	Replace (5) existing old cameras <i>Money in Lieu of Parks</i>	10,780
A.7140.2200	New Toolcat attachments, backpack blowers, weedwhackers, push mowers	10,000
A.7140.4400	Repair netting at over 35 field, roof on storage room & general park repairs	17,000
A.7140.4570	Install new Code Blue unit at Stanley Deming playground	6,555
A.7140.4900	Pave Memorial Park Dr, bocce court <i>* HUD 2020 ADA Walkway not budgeted</i> <i>7/15/20 50K grant</i> <i>Money in Lieu of Parks</i>	40,000
		99,335
	STORM SEWERS/DRAINAGE	
A.8140.4400	Wheeler Ave culvert replacement	70,000
A.8140.4400	Maple Ave trash rack repair	12,000
		82,000
	ENGINEERING	
A.1440.4000	Design & stake-out paths at parks - Lehman & Getz	2,500
A.1440.4000	ADA improvements sidewalks/ramps - Lehman & Getz	5,000
A.1440.4000	Wheeler Ave culvert replace - Lehman & Getz	5,000
A.1440.4000	Maple Ave trash rack - Lehman & Getz	1,000
A.1440.4000	HUD 2021 ADA South St sidewalks - Lehman & Getz	5,000
		18,500
TOTAL		657,650

72K +

Cathy Richards

From: CathyS
Sent: Monday, December 07, 2020 11:13 AM
To: Cathy Richards
Cc: Keith Herbert; Mike Moser; Cheney
Subject: FW: tank replacement
Attachments: Warwick Replacement Tank Proposal (2).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

I would like to request a budget transfer to cover the following budgeted item and additional repairs expenses for the year Per Keith Herbert, Regional Manager JCO Inc. The Current figure in Budget Line F8330.4400 is \$13,775.50. \$3602.09 is necessary to cover the Tank Replacement cost of \$17,377.59
The remaining monies transferred will be used for repairs needed to complete the budget year.

\$13600.00 from Budget Line

F8330.2350 To: Budget Line F8330.4400

Cathy Schweizer
DPW Clerk
Village of Warwick
dpw@villageofwarwick.org
845-986-2031 Ext 6

From: Keith Herbert <kherbert@jcoinc.org>
Sent: Monday, December 07, 2020 10:03 AM
To: CathyS <dpw@villageofwarwick.org>
Subject: tank replacement

Cathy, this is the current quote.

KEITH J. HERBERT

REGIONAL MANAGER JCO INC.

845-866-0324



www.jcoinc.org

Attn: Keith Herbert
EMail: kherbert@jcoinc.org

Re: Rotomolded Tank & Installation - Warwick, NY

As a follow up to your discussion with Pall, we are pleased to offer a proposal for technical services. We will arrange onsite support pending receipt of your purchase order, at which time site visit details will be confirmed.

Scope of Services

Pall proposes to replace the existing fabricated feed tank (T-1) with a rotomolded design in an effort to prevent further tank failures. This will be for your AP-4 skid. Pall will send a service engineer to your site to conduct all necessary modifications. Please note that the new rotomolded tank is not an exact replacement and some piping modifications will be required to accommodate it. These include:

- Discharge piping between the tank outlet and pump P-1 .
- Overflow piping between the tank and the Misc. Drain Piping.

This proposal includes the tank and all materials required to complete piping modifications. It is expected to take one 10-hour day to complete this work.

Please note that this quote is contingent on the assumption that there will be personnel on site to assist our field engineer with lifting the old and new tanks. If this is not the case then this quote must be revised to add an additional Pall FSE at your site.

Freight charges are not included.

Disclaimer: This proposal is based on information and conditions known at the time of quotation. Pall Water reserves the right to revise this proposal through change order(s) should conditions vary significantly from those known at the time of quotation and require additional work or materials.

PROPOSAL SUMMARY

Rotomolded Design Tank & Installation \$ 17,377.59

Total amount for purchase order: \$ 17,377.59

Service Reports: If service reports are required by your site to comply with your company or state regulations, please indicate on your order that service report documents are required. Service reports detailing the visit and recommendations will then be provided.

VILLAGE OF WARWICK

INVESTMENT POLICY

Adopted & Effective October 7, 2019

**Proposed Revision*

I. SCOPE

This investment policy applies to all moneys and other financial resources available for deposit and investment by the Village of Warwick on its own behalf or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the Village of Warwick investment activities are, in priority order,

- To conform with all applicable federal, state, and other legal requirements (legal);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity); and
- To obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The Village board's responsibility for administration of the investment program is delegated to the Treasurer and Deputy Treasurer with consultation with the Mayor or Mayor's designee who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedure shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transactions that might impair public confidence in the Village of Warwick to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for

speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Incorporated Village of Warwick to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Village of Warwick for all moneys collected by any officer or employee of the government to transfer those funds to the Village Treasurer within two days of receipt or within the time period specified by law, whichever is shorter. The only exception to this policy is moneys collected by the Village Justice Court which has its own requirements for collection and deposits.

The Village Treasurer and the Deputy Treasurer are responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies that are authorized for the deposit of moneys, and the maximum amount which may be kept on deposit at any time are:

<u>Depository Name</u>	<u>Maximum Amount</u>
ConnectOne Bank	\$ 10,000,000.00
*Orange Bank and Trust Company	\$ 10,000,000.00
Sterling National Bank	\$ 2,000,000.00

VIII. COLLATERIZING OF DEPOSITS

All demand and time deposits of the Village in excess of the amount insured under the provision of the Federal Deposit Insurance Act shall be secured by eligible collateral, consisting of any one, or combination, of the following:

1. A pledge of eligible securities, as provided in General Municipal Law, Section 10, which is provided in Appendix A.
2. An "eligible surety bond" must be executed by an insurance company authorized to do business in New York State, the claims-paying ability of which is rated in the highest rating

category by at least two nationally recognized statistical rating organizations. The bond must be made payable to the local government as security for the payment of 100 percent of the aggregate amount of public deposits and investments from the local government and agreed-upon interest, if any.

3. An "eligible letter of credit" for the payment of 140 percent of the aggregate amount of public deposits and investments from the local government and agreed-upon interest, if any.
4. An "irrevocable letter of credit" issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, for the payment of 100 percent of the aggregate amount of public deposits plus interest.

IX. SAFEKEEPING AND COLLATERIZATION

Eligible securities used for collateralizing deposits shall be held by depositary or third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Village of Warwick or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, the Village of Warwick authorizes the Village Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Savings and/or demand deposit accounts placed through a depository institution that has a main or branch office in this state and that contractually agrees to place funds in federally insured depository institutions through the Insured Cash Sweep services, or ICS;
- Special time deposit accounts;
- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Inc. Village of Warwick shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Inc. Village of Warwick. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Village Treasurer is responsible for evaluating the financial position and maintain a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

1. Directly, from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the Village of Warwick, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Village of Warwick by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the Village of Warwick, will be kept separate and apart from the general assets of the custodial bank or trust

company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the Village of Warwick's perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall also include all other provisions necessary to provide the Village of Warwick with a perfected interest in the securities.

The Treasurer can direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of the nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. ANNUAL REVIEW AND AMENDMENTS

The Village of Warwick shall review this investment policy annually, and it shall have the power to amend this policy at any time.

XIV. DEFINITIONS

The terms "public funds," "public deposits," "bank," "trust company," "eligible securities," "eligible surety bond," and "eligible letter of credit" shall have the same meanings as set forth in General Municipal Law Section 10.

APPENDIX A

SCHEDULE OF ELIGIBLE SECURITIES

- YES (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- NO (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- NO (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- YES (iv) Obligations issued or fully insured or guaranteed by the States of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- YES (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- NO (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- NO (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- NO (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- NO (ix) Any mortgage related securities as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.

NO (x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date pledged.

NO (xi) Zero coupon obligations of the United States government marketed as "Treasury".

PURCHASE AND SALE OF PROPERTY AND SERVICES

VILLAGE OF WARWICK, NEW YORK

Procurement Policy

I. OVERVIEW

A. Introduction and Purpose

The Procurement Guideline is designed to assist the Village of Warwick in making procurement efficiently and effectively by providing staff with a source of basic, systematic guidance about procurement policies and practices while protecting the interests of the Village of Warwick and its taxpayers, on the one hand, and promoting fairness in contracting with the business community on the other.

Appropriation Requirement- Before a municipality may expend municipal funds, it must first appropriate funds for the purpose. **Village Law** explicitly addresses this in §-5-520(2) which provides that “no expenditure shall be made, nor shall any contract which any manner involves the expenditure of money or the incurring of any pecuniary liability be entered into, unless an amount has been appropriated for that particular purpose and is available therefor or has been authorized to be borrowed pursuant to local finance law”. Before a purchase order is provided to a supplier or contractor, or a contract is entered into, it should be approved by the Treasurer indicating the availability of an appropriation for such purpose. If there is no appropriation or an appropriation is insufficient, the purchase order or contract should not be executed into until the appropriate steps are taken to amend the budget, ensuring the necessary funds are authorized and available.

B. Competition and Maintaining a Fair and open Competition

The Village of Warwick’s procurement process is designed to:

- Ensure fair and open competition
- Guard against favoritism, improvidence, extravagance, fraud and corruption.
- Ensure that the results meet the Village of Warwick’s needs.
- Provide for checks and balances to regulate and oversee Village procurement; and
- Protect the interests of the Village of Warwick’s taxpayers.

Competition in the procurement process serves both the Village of Warwick and potential offerors by ensuring that the procurement process produces an optimal solution at a reasonable price; and allowing qualified vendors an opportunity to obtain Village of Warwick business.

II. PROCUREMENT

A. Procurement Vehicle and Order of Purchasing Priority

The Village of Warwick undertakes procurements to address a wide range of needs. To meet their varying needs and their form, function and utility requirements, the Village must first identify their specific needs relevant to General Municipal Law requirements and goals.

Procurements Subject to State Competitive Bidding- The following items are subject to competitive bidding pursuant to General Municipal Law, § 103 and must be procured through the outline therein:

- Purchase contracts over \$20,000
- Public works contracts over \$35,000

Procurements Not Subject to State Competitive Bidding Requirements- The following items are either not subject to or are exceptions to General Municipal Law, § 103 competitive bidding requirements:

- Purchase contracts under \$20,000 and public works contracts under \$35,000
- Acquisition of professional services;
- Emergency purchases;
- Goods purchased from agencies for the blind or severely handicapped;
- Goods purchased from correctional facilities;
- Purchases under state and county contracts;
- Surplus and secondhand purchases from another government entity.

Documentation Required- The determination that a purchase is not subject to competitive bidding requirements under General Municipal Law § 103 must be documented in writing by the Village Treasurer. This documentation will include:

- Written or verbal quotes from vendors; or
- A memo from department heads indicating how the decision was arrived at; or
- A copy of the contract indicating the source that makes the item or service exempt; or
- Any other written documentation that is appropriate.
- The completion of Purchasing Quotation Summary Form- **Exhibit A**

III. GENERAL GUIDANCE FOR SOLICITATIONS

- A. Purchase Classification-**Every purchase made by a Village official, employee or agent, must undergo initial review on a case by case basis in order to determine whether it is a purchase contract or a public works contract. Purchase contracts involve the purchase of good, supplies or equipment, while public works contracts involve services, labor, or construction. Many

times, contracts involve goods and services and it is difficult to determine which bid to apply. Generally, the rule is, if the contract involves substantial services or specialized skills, it is considered a public works contract. On the other hand, if service or labor is only a minimal or incidental part of the contract, it is considered a purchase contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be expected that the **aggregate** amount to be spent on the item of supply or services is subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in any one budget year.

Note: Aggregate amount determination- Once the determination is made regarding whether the procurement constitutes a purchase contract or a public works contract, a good faith effort will be made to determine whether it is known, or can be reasonably expected, that the aggregate amount to be spent on the goods or services falls below the monetary threshold for state competitive bidding laws set forth under General Municipal Law § 103. This determination must take into account past purchases and the aggregate amount to be spent in a year. The year commences on date of first purchase.

- B. Mandatory Competitive Bidding-** Competitive bidding is mandatory for all purchase contracts (goods and equipment) over twenty thousand (\$20,000) dollars and all public works contracts (service, labor and construction) over thirty-five thousand (\$35,000) dollars pursuant to General Municipal Law § 103. In determining the necessity for bidding, the total amount to be spent for an item or commodity in a fiscal year must be considered. Competitive bidding is required when it is known or can be reasonably anticipated that the aggregate amount to be spent on purchases of an item will exceed the bid limits over the course of a fiscal year.

IV. AWARDS TO OTHER THAN THE LOWEST RESPONSIBLE DOLLAR OFFEROR

Whenever a contract is awarded to someone other than the lowest responsible dollar offeror, the reasons why shall be documented as follows:

- A. **Best Value-** Notwithstanding anything else contained in this policy, the Village may award purchase contracts and service contracts that have been procured pursuant to competitive bidding under General Municipal Law, § 103(1) or otherwise under this policy by either the lowest responsible bidder standard or the best value standard.
- **Definition** “Best value” is defined in State Finance Law, § 163 as, “the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors.” For the purposes of this section, the Village adopts the above definition of “best value” as may be modified from time to time by the State Legislature.
 - **Applicability.** The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law. When awarding contracts under the best value standard, the Village must consider the overall

combination of quality, price, and other elements of the required commodity or service that in total are optimal relative to the needs of the Village. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offerors are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law, § 310.

- **Approval.** Use of the best value standard for the procurement of goods and services requires approval from the Village. The Board of Trustees must also approve the factors to be considered when awarding contracts under this standard.
- **Documentation Required.** The determination that a purchase may be awarded on the basis of best value must be documented in writing by the department head. This documentation may include a memo from the department head indicating how the decision was arrived at or any other written documentation that is appropriate.

V. ITEMS EXCEPTED FROM THIS POLICY AND PROCEDURES BY THE VILLAGE BOARD

Pursuant to General Municipal law § 104-b(2)(g), this policy may contain circumstances or types of procurements for which, in the sole discretion of the Village Board, the solicitation of alternative proposals or quotations will not be in the best interest of the Village. In the following circumstances it may not be in the best interests of the Village to solicit quotations or document the basis for not accepting the lowest bid:

A. **Professional Services** –The Village may forego competitive bidding requirements if it is seeking professional services requiring special or technical skill, training or expertise.

The individual or company must be chosen based on accountability, reliability, skill, education, judgement, integrity and moral worth. These qualifications are not necessarily found in individual(s), vendor or company that offers the lowest prices and the nature of these services that do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category the Village Board shall take into the consideration the following guidelines:

- Whether the service requires a high degree of specialized skill or expertise.
- Whether the contract involves a relationship of personal trust and confidence.
- Must not be, in substance, a purchase or public work.

Professional or technical services shall include but not limited to the following: services of an attorney or physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of insurance broker; services of a certified public accountant; investment management services; printing services involving extensive writing; and computer software or programming services for customized program, or services involved in substantial modification and customizing of pre-package software.

Provisions should be made on frequency of RFP's for periodic solicitation at reasonable intervals.

B. Emergencies-Under General Municipal Law § 103(4), the Village may forego compliance with competitive bidding requirements when a situation arises that requires emergency procurement. In order to invoke this exception, the situation must (1) result from an accident or unanticipated occurrence, (2) impact public buildings, property, or the life, health, and safety of Village residents, and (3) require immediate action that cannot wait for competitive bidding. If the incident invoking the emergency clause could have been avoided or the municipality failed to act to prevent the emergency, it is unlikely that the Village can rely upon the exception. In addition, if the Village created the event necessitating emergency procurement, it may not invoke this exception. If the Village properly invokes the emergency clause, it should still work to obtain the good or service needed at the lowest cost available.

C. Sole Source- The Village is not required to engage in competitive bidding when it requires a good or service available from only one possible source. The Village must demonstrate that the acquisition of the good or service sought is in the public interest and is available from only one source, for which there is no equivalent. A good or service serves the public interest if there are unique benefits arising from the good or service as compared to a different good or service, no other good or service provides substantially similar benefits and the cost is reasonable when considering the benefit conferred on the Village. The Village may not use the sole source exception in anticipation that only one bid will be placed on the contract.

D. Cooperative or Piggyback Contract-the Village might find it more efficient to establish a contract based on another governmental entity's contract. General Municipal Law 103 (16) allows for the procurement of goods and services through contracts led by the United States or any agency thereof, any state or any other political subdivision or district therein, if such contract was led in a manner consistent with competitive bidding and has been made available for use by other governmental entities. Through cooperative purchasing, or piggybacking, a governmental subdivision has already investigated and secured the lowest price for the Village.

E. Surplus and Second-Hand Supplies, Materials and Equipment- The Village may purchase surplus and second-hand supplies, material or equipment without competitive bidding from the federal government or any other political subdivision or public benefit corporation. This exception does not apply to surplus and second-hand materials purchased from private entities.

G. Shared Services, Efficiencies and Municipal Corporation. Municipalities are encouraged and authorized to share services and work together when possible to reduce costs.

VI. Purchase Orders-

That the Board of Trustees authorizes payment in advance of audit claims for public utility services including electric, gas, water, sewer and telephone services, postage, freight, and

express charges. All such claims must be presented at the next regular meeting for audit and the claimant and the officer incurring or approving the claims are jointly and severally liable for any amount the Board of Trustees disallows.

VII. Approval of Purchases- All purchases and contracts not budgeted for goods or services over \$500.00 shall require the Mayor's approval and consensus of the Board, unless they are part of a previously approved project or activity. All purchases and contracts not requiring independent Village Board approval must be authorized by an elected Village Official or Village Clerk before initiating.

VIII. Method of Purchase- Documentation of actions taken in connection with each method of procurement is required as follows:

<u>Estimated Amount of Purchase Contract</u>	<u>Method</u>
\$0-\$1999	Discretion of Department Head
\$2,000-19,999	3 written/fax/email quotations Or written requests for proposals
Above \$20,000	Competitive bidding

<u>Estimated Amount of Public Works Contracts</u>	<u>Method</u>
\$0-1,999	Discretion of Department Head
\$2,000-34,999	3 written/fax/email quotations Or written requests for proposals
Above \$35,000	Competitive bidding

A good faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals in writing.

IX. The following are considerations that apply to most solicitations:

A. Procurement Ethics-procurements are an expenditure of public monies, and public employees must always ensure that all procurements are conducted so as not to cause any concern that special considerations have been shown to the vendor.

B. Mandatory Requirements-procurements whether using an Invitation for Bids, Request for Proposals, or other method, must comply with a number of different statutes, regulations, and policy requirements. Principal among these are:

- Sales tax certification.
- Prevailing wage schedules;
- Reference and compliance with Executive Law Article 15-A (M/WBE & EEO);
- Workers' compensation insurance and disability benefits insurance;
- Legal authority to do business in New York State

X. Required Statements for Submissions Made Pursuant to Competitive Bidding

A. The Iran Divestment Act- Every written offer made to the Village must contain the following statement subscribed and affirmed by the offeror as true under the penalties of perjury. By submission of this offer, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint offer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to State Finance Law § 165-a(3)(b).

B. Statement of Non-Collusion Every written offer made to the Village must contain the following statement subscribed and affirmed by the offeror as true under the penalties of perjury.

By submission of this offer, each offeror and each person signing on behalf of any offeror certifies, and in the case of joint offeror each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- The prices in this offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- Unless otherwise required by law, the prices quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and
- No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

C. Statement for Non-Bid Procurements- Offers submitted in a manner other than competitive bidding shall also contain the above statements; however, the failure to include them shall not result in automatic rejection.

XI. ANNUAL REVIEW

The governing board of the Village shall annually review and, when necessary, update this policy and its procedures.

**VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A
PURCHASING QUOTATION SUMMARY FORM**

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

DESCRIPTION OF PURCHASE

BUDGETED PURCHASE <input type="checkbox"/> YES <input type="checkbox"/> NO		BUDGET CODE	CURRENT LINE BALANCE \$
			Signature: _____ Date: _____
BUDGETED AMOUNT \$		IF NO EXPLAIN	
#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1			\$
2			\$
3			\$

VENDOR SELECTED

IF NOT LOWEST BID EXPLAIN WHY

IF ONLY (1) QUOTE EXPLAIN OR IF A SOLE SOURCE

EXCEPTIONS TO COMPETITIVE BIDDING

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

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

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

REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

DEPARTMENT APPROVAL

Name/Title: _____ Date: _____
Signature: _____

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
December 21, 2020
AGENDA ADDENDUM**

5. **MOTION** to make payment to PK Songer Plumbing in the amount of \$42,750.00 for the Wastewater Treatment Plant UV Disinfection Project per Payment Application #4 as certified by Barton & Loguidice. Funds are appropriated in budget code G.8120.4950 in the 2020-21 budget.

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

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Barton & Loguidice

December 16, 2020

Mayor Michael Newhard
Village of Warwick
77 Main St
Warwick NY 10990

RE: WWTP – UV Disinfection Project
General Construction – Payment Application 4
1334.007.002

Dear Mayor Newhard:

Enclosed please find Payment Application #4 for P.K. Songer in the amount of \$42,750.00. This payment application is for installation of a portion of the walls and angle iron for the grating completed in November 2020 to December 11, 2020 as part of the WWTP UV Disinfection Improvements Project.

It is Barton & Loguidice's recommendation that this payment application be approved by the Village and processed for payment

Any questions please contact me at 518-218-1801.

Very Truly Yours

BARTON & LOGUIDICE, D.P.C.

Karen W Clark

Karen W. Clark, PE
Associate



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Village of Warwick 77 Main Street Warwick, NY 10990 FROM CONTRACTOR: PK Songer Plumbing 44 Walnut St Montgomery, NY 12549	PROJECT: Wastewater Treatment Plant UV Disinfection VIA ARCHITECT: Barton & Loguidice	APPLICATION #: 4 PERIOD TO: 10/30/2012/11/20 PROJECT NOS: 1G CONTRACT DATE: 03/19/20	Distribution to: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Const. Mgr <input checked="" type="checkbox"/> Architect <input checked="" type="checkbox"/> Contractor
--	--	---	---

CONTRACT FOR: UV Disinfection Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	412,000.00	
2. Net change by Change Orders-----	\$		
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	412,000.00	
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		265,000.00	
5. RETAINAGE:			
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	13,250.00	
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$		
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	13,250.00	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	251,750.00	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----			
	\$	209,000.00	
8. CURRENT PAYMENT DUE-----	\$	42,750.00	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	160,250.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: *Dorman Almy* Date: 12/11/20

State of: New York
 County of: Orange

NOTARY PUBLIC-STATE OF NEW YORK
 No. 01R05045970
 Qualified in Orange County

Subscribed and sworn to before me this 11 day of DEC 2020 My Commission Expires June 26, 2023

Notary Public: *Uticia Rose*
 My Commission expires: 6/23/2023

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 42,750.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *[Signature]* Date: 12/14/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Wastewater Treatment Plant UV Disinfection

APPLICATION NUMBER: 4
APPLICATION DATE: 12/11/20
PERIOD TO: 11-Dec-20
ARCHITECT'S PROJECT NO: 1G

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Bonds and Insurance	20,000.00	20,000.00			20,000.00	100%		1,000.00
2	Mobilization	5,000.00	5,000.00			5,000.00	100%		250.00
3	Cleaning and filling treches with stone	35,000.00	35,000.00			35,000.00	100%		1,750.00
4	Installtion of concrete walls and floors	70,000.00	25,000.00	35,000.00		60,000.00	86%	10,000.00	3,000.00
5	UV Lighting and Installion	170,000.00	135,000.00			135,000.00	79%	35,000.00	6,750.00
6	Concrete Pad for Control Unit	10,000.00						10,000.00	
7	Canopy Foundation	15,000.00						15,000.00	
8	Canopy Instlation	30,000.00						30,000.00	
9	Hand rails and grating	25,000.00		10,000.00		10,000.00	40%	15,000.00	500.00
10	Clean up and punch list	5,000.00						5,000.00	
11	Demob	2,000.00						2,000.00	
12	Close out paper work	5,000.00						5,000.00	
13	Contingency	20,000.00						20,000.00	
SUBTOTALS PAGE 2		412,000.00	220,000.00	45,000.00		265,000.00	64%	147,000.00	13,250.00

SECTION 01 29 00

SUPPLEMENT
LIEN WAIVER AND RELEASE

WHEREAS, PK Songer Plumbing, hereafter called the "Undersigned," having entered into a written contract or purchase order with the Village of Warwick, hereafter call the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Warwick UV Design.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of \$42,750.00 provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.
- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

None

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

- 3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this 11 day of December, 2020.

AMOUNT OF THIS PARTIAL/FINAL PAYMENT: \$ 42,750.00

Deborah Alonzo
Office/Authorized Signature

Deborah Alonzo, Office Manager
Printed Name and Title

Sworn to before me this 11 day of Dec, 2020.

Alicia Roe
Notary Public

Alicia Roe
NOTARY PUBLIC-STATE OF NEW YORK
No. 01R05045970
Qualified in Orange County
My Commission Expires June 26, 2023

Attachment 3
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE Report")

Instructions:

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at www.efc.ny.gov.
- **All** MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "MReport - (Project No.) - (Municipality) - (Firm Name) - (Date)" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality: <u>Village of Warwick</u>		County: <u>Orange</u>		Contract ID:		Month: <u>November</u>	Year: <u>2020</u>
Project No.: <u>15</u>		GIGP/EPG No:		Registration No. (NYC only):		Date all MWBE subs paid in full:	
Prime Contractor/Service Provider: <u>PK Songer Plumbing</u>				Award Date: <u>11/4/19</u>		Start Date: <u>4/2020</u>	
Signature of Contractor: <input checked="" type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.							Date: <u>11/27/20</u>
Last Month's Contract Amt: <u>\$42,000.00</u>		MWBE Eligible Amt: <u>\$120,000.00</u> <small>(Goals are applied to this amount and includes eligible change orders, amendments & waivers)</small>		EFC MWBE Goals		Total Paid to Prime	
Revised Contract Amt: \$				MBE: % WBE: <u>15</u> % Total: <u>15</u> %		MBE Amt: \$ WBE Amt: <u>\$14,800.00</u> Total Amt: <u>\$121,800.00</u>	
						Total Paid this Month: \$ <u>53,675.00</u>	
						Total Paid to Date: \$ <u>209,000.00</u>	
NYS Certified MWBE Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month	Previous Payments
				Original	Revised		
Name: <u>J. Andrew Lange Inc.</u> Fed. Employer ID#: <u>16-0958667</u> Select Only One: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED		<u>\$120,000.00</u>		<u>\$0.00</u>	<u>\$114,000.00</u>
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED					

Attachment 3
New York State Environmental Facilities Corporation
Monthly Minority- & Women- Owned Business Enterprise (MWBE) Contractor Compliance Report
("Monthly MWBE Report")

Instructions:

- Contractors are to complete the report in Word version and email to the Recipient's Minority Business Officer ("MBO") on a monthly basis.
- If you require additional pages, you may find them on EFC's website at www.efc.ny.gov.
- All MWBE Subcontractors for this contract **MUST** be listed on the form regardless of whether they were paid this month.
- Please save Report as "MReport - (Project No.) - (Municipality) - (Firm Name) - (Date)" and send the Word version of this document.
- Proofs of payment in the amounts shown below must be transmitted to the MBO with the report.

Municipality: <u>Village of Warwick</u>		County: <u>Orange</u>		Contract ID:		Month: <u>December</u>	Year: <u>2020</u>	
Project No.: <u>15</u>		GIG/EPG No:		Registration No. (NYC only):				
Prime Contractor/Service Provider: <u>PK Songer Plumbing</u>			Award Date: <u>11/4/19</u>		Start Date: <u>1/20</u>		Date all MWBE subs paid in full:	
Signature of Contractor: <input checked="" type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.							Date: <u>12/11/20</u>	
Last Month's Contract Amt: <u>\$42,000.00</u>		MWBE Eligible Amt: <u>\$120,000.00</u> <small>(Goals are applied to this amount and includes eligible change orders, amendments & waivers)</small>		EFC MWBE Goals		Total Paid to Prime		
Revised Contract Amt: \$				MBE: <u>15</u> % MBE Amt: \$ WBE: <u>15</u> % WBE Amt: <u>\$61,800.00</u> Total: <u>15</u> % Total Amt: <u>\$61,800.00</u>		Total Paid this Month: \$ <u>0</u> Total Paid to Date: \$ <u>209,000.00</u>		
NYS Certified MWBE Contractor & Subcontractor		Please Specify Any Revisions this Month.		Subcontractor Total Amount		Payments this Month	Previous Payments	Total Payments Made to Date
Name: <u>J. Andrew Lange Inc.</u> Fed. Employer ID#: <u>14-0958007</u> Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED		<u>\$120,000.00</u>		<u>10.00</u>	<u>\$114,000.00</u>	<u>\$114,000.00</u>
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						
Name: Fed. Employer ID#: Select Only One: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other: Select Only One: <input type="checkbox"/> Broker ___% <input type="checkbox"/> Supplier <input type="checkbox"/> N/A		<input type="checkbox"/> Subcontractor is REMOVED <input type="checkbox"/> NEW Subcontractor <input type="checkbox"/> Subcontract Amt. INCREASED <input type="checkbox"/> Subcontract Amt. DECREASED						