

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JULY 15, 2024
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: July 1, 2024

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

3. Acceptance of Reports – May 2024: Clerk’s Office, Tax Collection, Planning Department, and Building Department.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ 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 Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

Announcements

1. Village of Warwick Department of Public Works wins second place in the 2024 NY Statewide Build A Better Mousetrap Competition & wins first place for the People's Choice Award for the exemplary ingenuity in the development of "The Fin-isher."
2. Village of Warwick was awarded the 2024-25 Local Government Records Management Improvement Fund in the amount of \$40,942 for a comprehensive Inactive & Active Records Inventory and Planning Project for the Building & Planning Department, DPW, Water Department & Assessor's Office.
3. The Village of Warwick will conduct a bulk pick-up of household items beginning August 26, 2024.
4. The Village of Warwick will be flushing fire hydrants starting on July 22, 2024, from approximately 7:00pm. until 12:00am.

Correspondence

1. Letter from the NYSDOT regarding the Village's request to reduce speed limits on certain roads in the Village of Warwick.

Discussion

1. Draft Short-Term Rental Code.

Public Comment - Agenda Items Only

GUIDELINES FOR PUBLIC COMMENT

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

Motions

Trustee Cheney's Motions

1. **RESOLUTION APPROVING A PROPOSED CONTRACT FOR PARKING ENFORCEMENT & PERMIT MANAGEMENT SOFTWARE AND SERVICES**

WHEREAS, the Village Board of the Village of Warwick has before it a proposed renewable three-year contract with T2 Systems, Inc., for parking enforcement and permit management software and related services; and

WHEREAS, the Village Board finds the contract acceptable and wishes to enter into it;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said contract, a copy of which is annexed hereto; and

2. That the Mayor is authorized to execute the said contract and all documents necessary for carrying out the terms and provisions thereof.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

2. **MOTION** to approve and authorize the Mayor to sign Change Order No. 1 for the South Street ADA Sidewalk Phase 3 Project with Jorrey Excavating, Inc. to adjust the contract pricing for the inclusion of a color additive, Chromix Landmarks Gray (C-284) as manufactured by Scofield, or approved equal, to be incorporated into the concrete mixture. Additionally, the removal of 30 LF of re-setting existing bluestone sidewalks and propose the replacement with new colorized concrete sidewalk, increasing the project cost by \$4,923.60 with a new contract price of \$184,823.60 as per the recommendation of Village Engineer, Keith Woodruff.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

3. **MOTION** to approve payment #2 in the amount of \$4,512.50 to TAM Enterprises, Inc. for the Pole Barn DPW project for work including the remaining submittals for review and approval, and mobilization as per the recommendation of Village Engineer, Keith Woodruff. Funds are appropriated in budget code A1640.2350.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Foster's Motions

4. **MOTION** to grant permission to Village of Warwick Employee, Jennifer Mante, to carry over 3.25 vacation hours.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Collura's Motions

5. **MOTION** to approve the budget modification request in the amount of \$5,588.33 as per the Village Treasurer's memo dated July 10, 2024.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

6. **MOTION** to approve the budget modification request in the amount of \$6,981.99 as per the Village Treasurer's memo dated July 10, 2024.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Reports

Trustee Cheney's Report: Liaison to Public Works Operations, Engineering and Infrastructure Projects, Veterans, Code Enforcement / Building Department, Emergency Services, Citizens Awareness Panel/Jones Chemical. Alternate liaison to Economic Development, Planning & Zoning / AHDRB / OC Planning, Transportation & Mobility.

Trustee Foster's Report: Liaison to Office of the Clerk, Parks & Recreation, Economic Development & Tourism, Warwick Valley Schools, Government Efficiency / Policy Development, Transportation & Mobility. Alternate liaison to Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Engineering and Infrastructure Projects.

Trustee Collura's Report: Liaison to Office of the Treasurer, Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Public Health, Historical Society, Public Interface and Outreach, Senior Citizens, Ethics. Alternate liaison to Parks & Recreation, Environmental, Veterans.

Trustee McKnight's Report: Liaison to Planning & Zoning / AHDRB / OC Planning, Environmental, Albert Wisner Library, Town of Warwick Police Department, Technology Oversight / Cybersecurity, Shade Tree Commission, Safety Committee. Alternate liaison to Public Works Operations, Code Enforcement / Building Department, Emergency Services, Government Efficiency / Policy Development.

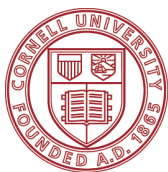
Mayor Newhard's Report

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment



Cornell University

New York State LTAP Center
Cornell Local Roads Program

416 Riley- Robb Hall
Ithaca, New York 14853-5701
phone: 607.255.8033
fax: 607.255.4080

Dear Mayor Newhard,

The New York State LTAP Center - Cornell Local Roads Program (NYSLTAP-CLRP) recognizes the Village of Warwick Department of Public Works for outstanding achievement in innovation through the NYSLTAP-CLRP's 2024 *Build a Better Mousetrap Competition*. The Department displayed exemplary ingenuity in the development of "The Fin-isher." This innovation allows the department to efficiently and effectively replace a broken curb box rod. A typical replacement involves digging a large hole with an excavator, which is time-consuming and disruptive. Alternatively, using a vac truck creates a smaller, more precise hole with minimal soil disturbance. However, you can't put a worker in it to reach 5 feet underground, to remove and install a new pin and rod. With the creation of the "Fin-isher" the Village of Warwick Department of Public Works can remove the pin and old rod, replace with new, and fill the hole back in in a matter of minutes!

In creating "The Fin-isher," the Village of Warwick Department of Public Works demonstrated thinking 'outside the box' that went above and beyond the norm. Their willingness to share their innovation with the rest of the New York State highway community shows a generosity of spirit and good will.

The NYSLTAP-CLRP *Build a Better Mousetrap Competition* is a statewide contest among highway and public works departments to discover and share creative innovations that solve everyday problems. Entries are judged under the criteria of cost, implementation, transferability, and commonality of the problem solved.

The Village of Warwick Department of Public Works came in second place in the 2024 Statewide Competition and won the "People's Choice Award". The winner of the People's Choice Award is chosen by the audience, over two days of voting. The Fin-isher will be submitted to the National Build a Better Mousetrap Competition, taking place this July!

NYSLTAP-CLRP provides training to and answers technical questions from highway and public works department across New York State to help improve the quality and safety of roads and streets. Additional information about the NYSLTAP-CLRP *Build a Better Mousetrap Competition* can be found online at <https://cals.cornell.edu/nysltap-local-roads/technical-assistance/build-better-mousetrap>.

For more information, contact the New York State LTAP Center - Cornell Local Roads Program at 607-255-5833 or ael234@cornell.edu.

Sincerely,

David Orr, PE
Director
New York State LTAP Center
Cornell Local Roads Program









Removing the old pin



Sliding the new pin through
the valve and rod



Bending the ears



Village of Warwick Bulk Trash Pick-UP

The Village of Warwick will conduct a bulk pick-up of household items beginning **August 26, 2024.**

Items acceptable for pickup include such things as: furniture, mattresses, rugs, etc. Please refer to Village Website for the complete list of **Bulk Trash Requirements and regulation.**

The Village is asking residents to place metal items separately for recycling purposes.

We **WILL NOT** pick up: garbage, leaves, brush, tires, barrels, paint, drain oil, construction debris, computer equipment, appliances such as refrigerators, air conditioners, televisions, washers, dryers, stoves, etc. We will pickup 2 cubic yards (approx. 1 pickup truck load) Trash in excess of this amount will be left for property owners' removal.

All items are to be at the curbside by 7:00 a.m. on the day noted below to ensure pickup. Once the area has been picked up there will be **no return trips.**

If you belong to a Homeowners Association (HOA), please contact them directly for further instructions.

The Village will be divided into two (2) areas to be picked up:

- **Area 1: August 26, 2024 – North Side of the Railroad Tracks**
- **Area 2: September 3, 2024 – South Side of the Railroad Tracks**

*As a reference, Village Hall is on the North Side of the railroad tracks and Railroad Green/Railroad Avenue is on the South Side of the railroad tracks.
Please refer to Village website for map and street listing details.

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 HYDRANT FLUSHING

The Village of Warwick will be flushing fire hydrants starting on July 22, 2024, from approximately 7:00pm. until 12:00am. This will be done every evening until all the fire hydrants are completed. This is done during the evening to cause as little inconvenience as possible for the village residents. The water may be discolored but will clear up and is not harmful. You may also experience minor pressure problems while the fire hydrants are being flushed in your area.

Chris Bennett
Distribution Supervisor
Village of Warwick



Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

RECEIVED

JUL - 8 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

June 26, 2024

The Honorable Eileen Astorino
Town Clerk
Town of Warwick
132 Kings Highway
Warwick, NY 10990

Re: Study# 823- 6621/ File #: 33.18-94
Speed Studies on Routes 17A/94
Village of Warwick, Orange County
T23-027

Dear Eileen Astorino:

Thank you for your correspondence to the New York State Department of Transportation (NYSDOT), dated January 23, 2023, regarding the speed studies on Route 94 within the Village of Warwick, Orange County.

A formal speed study has been completed at this location. The study included a field review of the roadway geometry and physical conditions on Route 17A/Route 94 within the Village of Warwick. NYSDOT's comments are as follows:

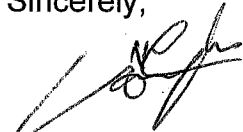
- Route 94/Maple Ave: Based on the review of Route 94, NYSDOT found that it would be beneficial to close the passing zones on Maple Ave between Locust Street and Colonial Avenue. The pavement marking was completed on 11/28/2023.
- Route 94/Maple Ave: NYSDOT has completed a traffic study at this location and has determined that the existing 35 MPH speed limit on Maple Avenue is appropriate. The speed data collected 100 feet north of Duzer Place, indicated that the 85th percentile speed was 41 MPH.
- Route 94 at Colonial Avenue/Main Street: NYSDOT has completed a traffic study at this location and has determined that the existing 30 MPH speed limit on Main Street is appropriate.
- Route 94 between West Steet/Oakland Ave: NYSDOT has completed a traffic study at this location and has determined that the existing 30 MPH speed limit on

Oakland Avenue is appropriate. The speed data collected opposite Warwick Inn, indicated that the 85th percentile speed was 34.2 MPH.

- Route 17A between West Street and Galloway Road: NYSDOT has completed a traffic study at this location and has determined that the existing 30 MPH speed limit on Main Street is appropriate. The speed data collected near the Warwick Inn, indicated that the 85th percentile speed was 34 MPH.

Thank you for your interest in and support for the transportation system. If you have any questions or need additional information, please contact the Regional Traffic and Safety Group at (845) 437-3320 and reference T23-027.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Onyeche', written over a horizontal line.

C. Kingsley Onyeche
Transportation Analyst

cc: Michael Villarosa, P.E., Principal Engineer, OCDPW

VILLAGE OF WARWICK

LOCAL LAW NO. __ OF THE YEAR 2024

A local law to amend the Village Code by enacting Chapter 115 entitled "Short Term Rental Property"

Section 1. Purpose:

The purpose of this Local Law is to promote the public health, safety and welfare by establishing a municipal registration and permit requirement for all short-term rental units within the boundaries of the Village of Warwick and by enacting regulations for the administration of and enforcement of the Village's permitting requirement.

Section 2. Amendment of Code:

The Village Code of the Village of Warwick is hereby amended to enact Chapter 115 entitled "Short-Term Rental Property" which shall read as follows:

"Chapter 115 **Short-Term Rental Property**

§ 115-1 Purpose.

Short term rentals of residential property are a potential source of income to property owners and can provide additional housing for visitors to the area, thereby promoting tourism and strengthening the local economy. However, if unregulated, short-term rentals may have detrimental impacts on nearby properties and the neighborhoods in which they are situated as a result of increased traffic, noise, trash, and similar impacts. Moreover, it is in the overall public interest to require that properties offered for public rental are safely maintained and adequately insured. Therefore, the Village Board of the Village of Warwick hereby establishes the registration and licensing requirements and regulations set forth in this Chapter for the purpose of regulating short term rentals of residential property to ensure safe, responsible and harmonious operation of such uses.

§ 115-2 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Agent

Any person who has written authority from the owner of short term rental property to enter, care for, and control a building in regard to short term rentals and act on behalf of the owner in regard to short term rentals of the building.

Bedroom

A one-person bedroom shall have a minimum of 70 square feet. A two-person bedroom shall have minimum of 100 square feet. A three-person bedroom shall have a minimum of 150 square feet. For bedrooms accommodating more than three-persons, there shall be an additional 50 square feet of space provided for each additional occupant. Bedrooms shall be not less than 7 feet in any plan dimension, and shall have a compliant window to exterior as a second means of egress. All bedrooms shall have access to sanitary facilities providing a sink, toilet, potable running water, and a shower/tub and kitchen access. Living space shall adhere to the current Property Maintenance Code of New York State and the Village Code of the Village of Warwick.

Building Inspector

The Building Inspector of the Village of Warwick or such person as appointed by the Village Board to enforce Village Code Chapter 53 Unsafe Buildings, and this Chapter.

Housing or Dwelling Unit

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multi-household structure or building but not including a hotel, motel or bed and breakfast establishment.

Immediate Family

The immediate family of the owner of a housing unit consists of the owner's spouse, children, parents, grandparents or grandchildren.

Owner

Any owner of a residence who offers housing in the residence to persons, other than immediate family, in exchange for a fee or compensation, whether monetary or otherwise.

Owner-occupied

As used in this Chapter the term "owner-occupied" shall mean a residence in which the record owner or the owner's Registered Agent resides for not less than a total of six months in the calendar year.

Residence

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multi-household structure or building.

Registered Agent

An agent of the property owner who at is able to respond and attend at the short term rental property within at least thirty-minutes of being notified of the need to do so and is identified as the owner's Registered Agent in the short term rental permit application.

Short Term Rental Permit

A permit issued by the Village of Warwick stating that the referenced structure or unit conforms to the standards of chapter 49-11, Fire Safety and Property Maintenance Inspections, and other applicable sections of Village Code and that occupancy of that structure or unit is permitted for residential use. Any special circumstances or conditions under which occupancy is permitted may be specified on the permit.

Short Term Rental Property

Any residence in which overnight accommodations are offered in exchange for a fee or compensation, whether monetary or otherwise, for a period of less than thirty (30) days, including, but not limited to, rentals provided by such companies as Air B&B and VBRO. Month to month tenancies are not considered short term rental properties.

Substandard

Any deficiency in a residence that does not meet the standards of the New York State Uniform Fire Prevention and Building Code and the State Energy Conservation Construction Code and applicable sections of Village Code. Substandard conditions shall also include failure to maintain a single-station smoke-detecting alarm device and carbon-monoxide-detector device, or devices, in accordance with New York State standards.

§ 115-3 Regulation of Short Term Rentals.

- (1.) Only single-family dwellings, duplexes, and dwelling units accessory thereto may be used for short term rentals.
- (2) Short-Term Rentals are allowed in all zones in the Village except in Continuing Care Retirement Community (CCRC) and Multiple Residence-Senior Citizen (MR-SC).

- (3.) Only owner-occupied properties may be used for short term rentals. Provided, however, that properties located in the Central Business Zone used for short term rentals need not be owner-occupied if the Registered Agent is able to respond and attend at the short term rental property within at least thirty-minutes of being notified of the need to do so.
- (4.) For property used for Short Term Rentals, off-street parking requirements shall be in accordance with the provisions of the Schedule of Uses and Parking Space Requirements in Village Code §145-70 "Off-Street Parking and Loading Requirements."
- (5.) Commencing ninety (90) days after the effective date of this Chapter, any person offering short-term rentals within the Village of Warwick shall be required to first register and obtain a permit for short-term rental of the residence under this Chapter.
- (6.) Home Owner Association policies in developments within the Village shall supersede Short Term Rental provisions herein, provided that the Home Owner Association policies are more restrictive than the terms hereof.

§ 115-4 Registration of Property for Short Term Rentals.

A Short-Term Rental Registration Application, as established by the Building Inspector, shall be submitted to the Village Building Department by the owner of proposed short term rental property stating that the owner is seeking a short-term rental permit and providing, at a minimum, the following information:

- (i) Name, mailing address, telephone number, and e-mail address, of the owner and of the Registered Agent;
- (ii) In the event that the owner is corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the name mailing address, telephone number, and e-mail address of the owner, majority stock holder, managing member or managing partner of such corporate entity;
- (iii) In the event that the Registered Agent is corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the name mailing address, telephone number, and e-mail address of the owner, majority stock holder, managing member or managing partner of such corporate entity;
- (iv) The street address of the short-term rental property as well as the tax map section, block and lot;

- (v) The number of rental units in each building on the property;
- (vi) The number of conventional bedrooms in each building on the property;
- (vii) The proposed maximum overnight and daytime occupancy limits of each building on the property;
- (viii) The types and placement of any fire-protection systems located each building;
- (ix) The number and location of all exits;
- (x) A floor plan indicating the placement and size of each bedroom, exit and fire-protection system;
- (xi) A statement of the number of off-street parking spaces provided for the property and a parking plan showing the location of the parking spaces;
- (xii) A certificate of liability insurance for the property with policy limits in an amount of no less than \$1,000,000 with rental endorsement on policy;
- (xiii) Copy of Certificate of Occupancy for each building proposed to be used for short term rental OR a letter stating such dwelling was built prior to 1973;
- (xiv) Acknowledgment of review and responsible for compliance with the Code of the Village of Warwick;
- (xv) A statement that the owner will include the municipal permit number assigned by the Village in all listings for short term rental of the property; and
- (xvi) The completed Rental Registration Application must be notarized.

§ 115-5

Grant of Permits for Short Term Rental Property.

- (1.) Upon submittal of complete application for short term rentals, the owner or Registered Agent shall contact the Building Inspector to schedule an inspection of the short-term rental property for the purpose of issuance of a short-term rental permit.

- (2.) Upon payment of such inspection and permit fees as the Village Board shall prescribe in the Village's schedule of fee, the Building Inspector shall conduct an inspection of the short-term rental property to determine whether it is substandard and to verify that the residence and the maximum overnight and daytime occupancy limits proposed by the owner are acceptable under the New York State Uniform Fire Prevention and Building Code.
- (3.) Upon completion of an inspection of the short-term rental property and ascertaining that the residence is not substandard, the Building Inspector shall issue a short-term rental permit.
- (4.) Permits shall be on a form approved by the Building Inspector and shall, at a minimum:
 - (i) State the address, section, block and lot of the short-term rental property;
 - (ii) List the name of the owner and the Registered Agent;
 - (iii) State the number of bedrooms and in the residence and identify any other approved sleeping quarters;
 - (iv) List the maximum permitted overnight and daytime occupancy limits;
 - (v) State the date of issuance and the date of expiration; and
 - (vi) Assign a rental registration permit number to the short term rental property.

§ 115-6 Duration and Terms of Short-Term Rental Permits.

- (1.) All Short-Term Rental Permits shall expire two years after the date of issuance, unless sooner revoked.
- (2.) The following shall be mandatory terms of every Short-Term Rental Permit:
 - (i) No illegal conduct shall be carried on the short-term rental property by the landlord, Registered Agent, or short-term rental tenants, their guests or invitees;

- (ii) The short-term rental tenants and their guests or invitees shall not block or otherwise impede ingress or egress over the street on which the short-term rental property is located and/or to or from any driveways of other property on the said street;
 - (iii) Trash, refuse and recycling, and the bins or containers therefore, shall not be left stored within the public view, except that covered bins or containers may be left curb side for the purpose of scheduled collection in compliance with Village Code §75-1;
 - (iv) No exterior lighting of the residence shall be permitted from midnight to six o'clock a.m., except for such lighting of driveways or walkways as may be necessary for safe ingress and egress of persons entering or exiting the short-term rental property;
 - (v) The short-term rental tenants and their guests or invitees shall not engage in any conduct which violates the Village's noise ordinance or which would otherwise constitute disorderly conduct or creation of a public nuisance;
 - (vi) In the event that short term rental tenants plan on using the residence as the site of a party or event involving more than ten (10) guests or invitees, the owner shall require that the tenants disclose such intent as a condition of the rental and shall require the tenants to undertake measures and limitations to prevent unreasonable disturbance of neighboring property owners, such as limiting the hours of outdoor music and assuring adequate parking for guests and any catering or delivery vehicles; and
 - (vii) The owner shall prominently display at the short term rental property the contact names and phone numbers, along with a list of emergency services, information relating to garbage, recycling, available parking, winter parking, and noise limitations.
- (3.) In the event that there is any change in the information provided by the owner or Registered Agent in the registration application, the owner shall advise the Village Building Department in writing of such change no later than forty-eight (48) hours after such occurrence. Failure to timely advise the Village Building Department of a change in the information provided by the Landlord in his registration application constitutes a violation of this Chapter and is grounds for suspension or revocation of the Short-Term Rental Permit as provided herein.
- (4.) A Short-Term Rental Permit may not be transferred or assigned to any person or used by any other person other than the owner to whom it was issued.

§ 115-7 Denial of Short-Term Rental Permits.

- (1.) In the event that the Building Inspector determines that a residence is substandard, he shall issue a written denial of the short-term rental permit to the owner or Registered Agent listing all of the substandard conditions identified in the inspection.
- (2.) If an application for a short-term rental permit is denied, an owner may re-apply for the permit after correcting such substandard conditions as have been found. Upon such re-application, the owner or Registered Agent must arrange for an additional inspection by the Building Inspector. The owner must pay an additional inspection fee, as specified in the Village's Schedule of Fees, for each inspection.

§ 115-8 Renewal of Short-Term Rental Permits.

- (1.) Applications to renew existing short-term rental permits shall be submitted on forms approved by the Village Building Department at least 90 days prior to the expiration date of the existing license and must be accompanied by the renewal fee set by the Village Board in the Village's Schedule of Fees.
- (2.) Upon receipt of an application for renewal and the prescribed fee, the Building Inspector shall schedule and conduct an inspection of the short term-rental property using the same criteria as upon an inspection for grant of a permit. Renewal shall be granted if the short-term rental property is not substandard.
- (3.) Upon grant of renewal, the Building Inspector shall issue a new Short-Term Rental Permit which shall expire two years after the date of issuance unless revoked earlier.

§ 115-9 Suspension or revocation of Short-Term Rental Permits.

- (1.) If it is determined by the Building Inspector that the owner or Registered Agent has falsified or otherwise failed to provide accurate information on the registration application for short term rental property, the owner shall be referred to the Village Board for suspension or revocation proceedings under this Section.
- (2.) It is the responsibility of the owner or Registered Agent to comply with all terms and provisions of this Chapter and to ensure that the short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of the short-term rental permit. Any failure of short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of a short-term rental permit shall be

attributed to the failure of the owner and his Registered Agent to discharge the responsibility to ensure such compliance.

- (3.) Upon receipt of a complaint or upon his initiative, the Building Inspector may investigate any property for failure to comply with the terms of this Chapter.
- (4.) If, upon investigation, the Building Inspector determines that a violation of this Chapter and/or the terms and conditions of the short-term rental permit has occurred on property for which a short-term rental permit has been issued, he shall issue a written notice of the violation to the owner and Registered Agent via certified mail return receipt requested to the mailing address(es) listed on the registration application and shall provide a copy of the same along with a report regarding his factual findings on the violation to the Village Board.
- (5.) Upon receipt of such notice and report, the Village Board shall set a date at which the owner shall be heard in regard to the Building Inspector's findings of a violation. Notice of such hearing date shall be mailed to the owner, by certified mail return receipt requested at the address provided in the registration for the short-term rental property no less than ten days prior to the hearing date.
- (6.) At the hearing, the Village Board shall consider the report of the Building Inspector and such further information or proof as the Building Inspector may submit. The property owner shall be heard and given the opportunity to contest the alleged violation of this Chapter. Each day that a violation occurs shall constitute a separate violation.
- (7.) If, after affording such an opportunity to be heard, the Village Board confirms the existence of the violation of this Chapter, the Village Board shall suspend or revoke the short-term rental permit. For one or two violations within a period of six (6) months, the permit may be suspended for a period of up to six (6) months from the date of the suspension. For more than two violations within a one-year period, the short-term rental permit may be suspended or revoked and, if revoked, no short-term rental permit will be available for the short-term rental property for a period of up to two (2) years from the date of revocation.

§ 115-10 Appeals.

- A. If the Building Inspector denies an application for a short-term rental permit or for renewal of a short term rental permit, it shall be done in writing, reciting the grounds for the denial.

- B. An applicant may appeal from such denial by filing a written request for a hearing before the Village Board of Trustees. Such request shall be filed with the Village Clerk.
- C. Upon receipt of such request, the Village Board shall schedule the appeal to be heard at a Village Board meeting to be held within the next thirty (30) days of receipt of the appeal, affording the owner at least ten days' written notice of the place, date and time of the hearing by certified mail return receipt requested at the address provided in the registration application for the short-term rental property.
- D. At the hearing, the applicant shall be afforded reasonable opportunity to be heard. The applicant shall bear the burden of proof by preponderance of credible evidence to show that the determination of the Building Inspector was arbitrary or capricious or in excess of his authority.
- E. Determinations made by the Village Board on an appeal from denial of a short term rental permit, denial of renewal, or from suspension or revocation of a short term rental permit, are subject to review in New York State Supreme Court pursuant to CPLR Article 78.

§ 115-11 Fees for permits.

The Village Board shall set such application, review, inspection and renewal fees as it may find appropriate for short-term rental permits by resolution and such fees shall be listed in the Village's Schedule of Fees

§ 115-12 Penalties for offenses.

- (1.) Any person who violates any provision of this Chapter, whether the owner or tenant, shall be guilty of an offense. Each day that the violation continues shall be deemed a separate violation.
- (2.) Conviction of violation of the provisions of this Chapter shall be punished by a fine of \$500 per day or such other amount as the Village Board may subsequently establish by resolution.
- (3.) The penalties for violation of this Chapter listed in this Section shall be in addition to any suspension or revocation of a short term rental permit imposed under this Chapter.
- (4.) The penalties for violation of this Chapter shall be in addition to any penalties imposed for violation of other provisions of the Village Code and the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code.

- (5.) The imposition of penalties herein prescribed shall not preclude the Village or any person from instituting appropriate civil action or proceeding to prevent unlawful occupancy of property in violation of this Chapter.

§ 115-13 Civil Remedies For Offenses.

A civil action or proceeding may be instituted by the Village in a court of competent jurisdiction to abate any violation of this Chapter by means of injunctive relief and for collection of civil penalties in the amount of \$500 per day for each violation or such other amount of penalty as the Village Board may subsequently establish by resolution. In the event that the Village successfully commences a civil action for violation of this Chapter, the party found liable for such violation shall also be liable the reasonable attorneys' fees incurred by the Village in prosecuting the action.

Section 3. Severability:

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Village Board of the Village of Warwick hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 4. Effective Date:

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



Prepared For

VILLAGE OF WARWICK, NEW YORK

Parking Enforcement & Permit Management Software



John Holland
267-615-1105
john.holland@t2systems.com





T2 Master Customer Agreement

This Master Customer Agreement ("Agreement") is made by and between T2 Systems, Inc. 8900 Keystone Crossing, Suite 700, Indianapolis, IN 46240 ("T2C or T2 Systems") and the Village of Warwick, 77 Main Street, Warwick NY, 10990 ("Customer") as of the Effective Date set forth below.

By signing this Agreement, the parties acknowledge to have read, understand and agrees to be bound by the terms and conditions of this Agreement.

1. **BACKGROUND.** The Agreement establishes the overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into an Addenda. The following Addenda will be entered into by Customer and T2 Systems or one of its Affiliates and each will be incorporated in this Agreement herein.

-UPsafety Software Subscription Addendum

In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:

- (a) **"Addenda"** or **"Addendum"** means each document referencing this Agreement which may include a Quote, Order Form or Statement of Work, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.
- (b) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (c) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
 - (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;
 - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (d) **"Customer Data"** means the data provided to T2 Systems by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.



- 2 -

- (e) "**Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 Systems to its customers from time to time.
- (f) "**Effective Date**" means the latest of the dates on which this Agreement is executed by Customer and T2 Systems as indicated in the signature block at the end of these terms and conditions.
- (g) "**Hardware**" means the T2 Systems hardware sold and provided by T2 Systems to Customer under an Addendum.
- (h) "**Products**" means the T2 Systems products licensed or sold by T2 Systems to Customer under an Addendum including Software and Hardware.
- (i) "**Quote**" or "**Order Form**" means the quote provided by T2 Systems to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.
- (j) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (k) "**Services**" means the T2 Systems services provided by T2 Systems to Customer under an Addendum.
- (l) "**Software**" means the T2 Systems Software access to which is licensed by T2 Systems to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

3. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **FEES AND PAYMENT.**

- (a) Customer agrees to pay to T2 Systems the fees plus all applicable taxes as set forth in the applicable Addendum.
- (b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "**Taxes**"). Customer shall pay all applicable Taxes, other than taxes on T2 System's income. If T2 Systems pays any such amounts on behalf of Customer, Customer shall reimburse T2 Systems upon presentation of proof of payment.
- (c) If Customer claims an exemption from any such taxes, Customer shall provide to T2 Systems an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 Systems and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 Systems from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 Systems has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 Systems with respect to any amount paid by Customer to T2 Systems and not remitted to the relevant taxing authority.

5. **OWNERSHIP.**

- (a) Customer agrees that the Software, Documentation and Services are proprietary products and services of T2 Systems and that all right, title and interest in and to the Software, Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with T2 Systems and its third party licensors. The Software contains trade



- 3 -

secret and proprietary information owned by T2 Systems or its third party licensors and is protected by copyright laws and international trade provisions and other applicable law. Customer must treat the Software like any other copyrighted material and Customer may not copy or distribute the Software or the Documentation, electronically or otherwise, for any purpose. Any Software provided under an Addendum will be licensed not sold to Customer.

- (b) Customer agrees that any copies made of the Software, Documentation, any other T2 Systems Confidential Information and any other material obtained from T2 Systems shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- (c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. CONFIDENTIALITY.

- (a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
 - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
 - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
 - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or
 - (iv) that is disclosed with the written consent of the disclosing party.
- (b) Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (c) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- (d) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (e) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.



7. CUSTOMER DATA.

- (a) Customer shall be solely responsible for, and shall hold T2 Systems, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- (b) The Software may create and store databases of personal information of Customer end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 Systems shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 Systems may use Customer Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data. Customer represents and warrants that the Customer Data does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Customer has the right to grant T2 Systems the right to use the Customer Data as set forth herein.
- (d) T2 Systems will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 Systems pursuant to this Agreement will be safeguarded by T2 Systems to the same extent that T2 Systems safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2 System's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 Systems from third parties, T2 Systems shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 Systems has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2 Systems, T2 Systems shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 Systems took or is taking to stop the unauthorized access.
- (e) T2 Systems maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once Systems annually), T2 Systems will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

- (a) T2 Systems Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 Systems or any of its Representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2 Systems .



- 5 -

- (b) Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2 System's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 Systems to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2 System's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 Systems shall, at its expense:

- (i) procure for the Customer the right to continue using the affected Product or Software; or
- (ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 Systems by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

- (c) Customer Indemnification. Customer agrees to indemnify, defend and hold T2 Systems and its Representatives harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.
- (d) Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

- (a) During the Term of this Agreement, T2 Systems shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 Systems will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.
- (b) T2 Systems will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines



- 6 -

insurers having an A.M. Best Rating of A-VII or better, and in amounts not less than the following limits of coverage:

- (i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

(A)	Employers Liability - Each Accident	\$1,000,000
(B)	Employers Liability - Each Employee	\$1,000,000
(C)	Employers Liability - Policy Limit	\$1,000,000

T2 Systems Workers' Compensation policy will include states appropriate for T2 Systems employees and operations.

- (ii) Commercial General Liability Insurance with limits of not less than:

(A)	Each Occurrence Limit	\$1,000,000
(B)	Personal & Advertising Injury	\$1,000,000
(C)	General Aggregate	\$2,000,000
(D)	Products - Completed Operations Aggregate	\$2,000,000

T2 System's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2 System's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

- (iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;
 - (iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.
- (c) The insurance coverage carried by T2 Systems as set forth herein shall not in any way expand T2 Systems liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. EXCLUSION OF WARRANTIES.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2 SYSTEMS, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 SYSTEMS AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 SYSTEMS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 SYSTEMS WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 SYSTEMS DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF



- 7 -

SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 SYSTEMS WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 SYSTEMS WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SYSTEMS SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 SYSTEMS BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SYSTEMS SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2 SYSTEMS , ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- (b) IN NO EVENT WILL T2 SYSTEMS OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEMS SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.



- 8 -

- (e) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2 SYSTEMS, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (f) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 SYSTEMS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (g) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

12. TERMINATION.

- (a) Each Addendum may be terminated according to its terms and the terms of this Agreement.
- (b) In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.
- (c) Either party may terminate this Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 Systems shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- (d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2 Systems, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
 - (i) T2 System's obligation to provide the affected Products and Services will terminate;
 - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2 System's option, become immediately due and payable;
 - (iii) Customer is not entitled to a refund for any affected Products and Services that are in process or not completed, including labor and any expenses T2 Systems may have incurred up to the effective date of termination;
 - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 Systems in writing that it has done so;



- 9 -

- (v) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), and 13 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.
- (f) No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. DISPUTE RESOLUTION.

- (a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.
- (b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.
- (c) Choice of Law. This Agreement and all Addenda are governed by the laws of the State of Indiana.

14. GENERAL PROVISIONS.

- (a) Assignment. T2 Systems may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2 Systems.
- (b) Entire Agreement. Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.
- (c) Piggyback Cooperative Purchasing. It is understood and agreed by Customer that a third party may purchase the goods and services specified herein in accordance with the terms and conditions of this Agreement for the purposes of piggyback purchasing. It is also mutually understood and agreed the third party will issue its own purchasing documents for the goods and services, be invoiced therefrom and make its own payments to T2 Systems in accordance with the



- 10 -

terms of the contract established between the third party and T2 Systems. T2 Systems and the third party will agree separately on scope and pricing for the goods and services. Customer shall bear no responsibility or liability to any contractual agreement made between T2 Systems and any other third party.

- (d) Enurement. This Agreement shall be binding upon and enure to the benefit of T2 Systems, Customer and their respective successors and permitted assigns.
- (e) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.
- (f) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (g) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the Customer at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other. T2 Systems, from time to time may send general communications and/or notices to all its customers and such notices shall be deemed to have been given when delivered by email.
- (h) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (i) Publicity. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (j) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.



- 11 -

- (k) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (l) Counterparts. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- (m) International. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (n) Compliance with Laws. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- (o) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.
- (p) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized representative thereof.

T2 SYSTEMS, INC.

VILLAGE OF WARWICK

Per: _____

Per: _____

Name: Jennifer Streetman

Name: _____

Title: SVP, Sales

Title: _____

Date: _____

Date: _____



UPSAFETY SOFTWARE SUBSCRIPTION ADDENDUM

THIS UPSAFETY SOFTWARE SUBSCRIPTION ADDENDUM ("ADDENDUM") GOVERNS THE PROVISION AND USE OF THE SOFTWARE SOLUTION AND SERVICES PURCHASED BY THE VILLAGE OF WARWICK ("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

The parties have entered into a Master Customer Agreement ("Agreement"). This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.

1 Definitions

The following terms shall have their meanings defined below.

- a. "Customer Data" means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Customer or its authorized users for use in conjunction with the Software or Services.
- b. "Documentation" means the T2 Systems user documentation provided to the Customer relating to the Software and Services.
- c. "Professional Services" means any additional technical, development or installation services in association with this Addendum, a description of which shall be set out in a Statement of Work, executed by T2 Systems and the Customer which is incorporated and referenced hereto.
- d. "SaaS Term" means the period during which the Services and access to the Software will be provided by T2 Systems to Customer, including the Initial Term and any Renewal Term(s).
- e. "Services" means the hosting, maintenance, support and other services provided by T2 Systems pursuant to this Addendum.
- f. "Software" means the "Citation Management Program" referring to the internet accessible management portal, Customer facing websites, and "Mobile Software" referring to the Android based data collection software.
- g. "T2 Systems Content" means any information, documentation or other materials provided to Customer by T2 Systems relating to the Software, including, without limitation, the Documentation.
- h. "Web Sites" means the web sites of T2 Systems, including the web sites that provide access to the Software.

All terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

2 Appendices.

The Appendices below are hereby incorporated into and made a part of this Addendum. In



- 13 -

interpreting this Addendum and resolving any ambiguities, the main body of this Addendum shall control over the Appendices. Each reference to T2 in the Appendices shall be deemed to mean T2 Systems, Inc.

Appendix A – Cost Proposal and Quote

Appendix B – Merchant Services Addendum for Sub-Merchants

Appendix C - Scope of Work (If applicable)

3 General Terms

T2 Systems will provide services (the "Services") and license all software, including all web and LPR applications and related Documentation (the "Software"), necessary for Customer to operate a Citation Management Program ("CMP") to allow the Customer's parking enforcement officers to issue parking citations, accept payment for parking citations and perform citation adjudication tasks.

This Addendum (including the Quote and applicable SOW) and the Agreement constitute the entire agreement between the parties hereto with regard to the Software, Services, any technical support and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

4 Term and Termination

The ("Term") of the Addendum is effective from the date on which T2 Systems signs this Addendum (the "Effective Date") and will remain in effect for three (3) years ("Initial Term") from the date on which the Customer is trained and the Software is deployed to Customer (the "Training Date"). On the third anniversary of the Training Date, and on each annual anniversary date thereafter, this Addendum will automatically renew for a one (1) year period upon the same terms and conditions ("Renewal Term"). If either the Customer or T2 Systems does not wish to renew this Addendum, or provide notice for early termination, a party must notify the other party in writing of its intention not to renew no later than sixty (60) days prior to the annual anniversary Training Date.

If Equipment and training costs have been paid in full, either party may terminate this Addendum for convenience with sixty (60) days' written notice, or terminate for cause in the event that a party provides written notice to the other party of a material breach and the breaching party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching party.

In the event this Addendum is terminated for convenience, the terminating party will be responsible for providing all services and/or paying all fees described herein that are incurred before the date of termination. In the event the Customer terminates this Addendum for cause, T2 Systems shall not be entitled to receive any further payment after the termination date set forth in the notice.

In the event of a termination, with written notice from the Customer, T2 Systems shall supply a CSV file which contains all the Customers textual ticket and permit data (if applicable) at no cost. Any special requests for a different format will be scoped by T2 Systems with an estimate provided to the Customer on a time and material basis.

Reengagement. When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:



- 14 -

- a. All Professional Services Fees completed to date.
- b. All hard costs, including incurred travel and travel expenses.
- c. Any rebooking fees.
- d. A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional project management hours) would be billed at the reengaged project.

Upon written notice to T2 Systems, if the Customer does not reengage the project, this Addendum shall terminate in accordance with this Section.

5 CityCite™ Platform Component Terms

T2 Systems will provide the Services as specified in Exhibit A: Agreement to Purchase with the following terms:

I. Physical Equipment

T2 Systems will supply Equipment to Customer in the models and quantities set forth in Exhibit A: Agreement to Purchase, and under the T2 Systems limited warranty.

All Equipment provided by T2 Systems will be new and unused of the latest model available. Where any standard part or accessory of such Equipment is not described, it shall be understood that all Equipment and accessories that are provided standard with such Equipment shall be furnished.

Customer acknowledges that the title to the Equipment shall remain with T2 Systems until such Equipment has been paid for in full. Until Equipment has been paid in full, Customer agrees to exercise reasonable care of Equipment while in its possession.

Leased Equipment that becomes lost or stolen will be the sole responsibility of the Customer, and will be billed to the Customer at the then current price. If the exact Equipment is not available, T2 Systems will provide a similar unit that is compatible with solution at the then current price.

II. Data Plans

T2 Systems will provide a data plan for each device requiring one, allowing unlimited data usage for the handheld devices covered by these plans, pursuant to the pricing in Exhibit A: Agreement to Purchase. T2 Systems expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

III. Paper and Physical Consumables

Paper, permits and other physical consumables will be provided in the configurations and quantities identified in Exhibit A: Agreement to Purchase. Additional paper can be purchased for the same terms for up to (1) year from Effective Date, after which paper can be purchased at T2 System's then current price list.

If Customer orders custom printer paper not quoted in Exhibit A: Agreement to Purchase, T2 Systems will provide a separate Agreement to Purchase to Customer detailing those costs.

IV. Public Citation Management Portal

T2 Systems will provide an online payment portal and an interactive voice recognition (IVR) system



through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits.

V. Automated Notice Generation, Owner Lookups & Collections (Optional Services)

T2 Systems will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing New York plates and out-of-State plates (to the extent allowed by each State's DMV and T2 Systems existing integrations) to the last known registered owner(s). State agency approval will also be obtained where applicable with assistance from the Customer. Such notices shall comply with State rules and regulations in all material respects.

- a. **Collections.** Should the Customer request for a further collections process, Customer and T2 Systems will execute a separate addendum identifying the specific terms for referred collection accounts.

VI. Custom Software Development

Upon T2 Systems receiving a signed purchase order from Customer, T2 Systems may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Customer's needs. Work will be performed in accordance with an executed Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW. All custom software development is owned exclusively by T2 Systems.

VII. Support & Issue Resolution

T2 Systems will provide online, telephone and email support to Customer during the Term, providing live, direct T2 Systems product support from 8:00 a.m. to 5 p.m. EST, Monday through Friday, excluding nationally observed federal holidays. Additionally, voicemail will be made available 24/7 and a reply will be generated by T2 Systems initiating the support call within one (1) hour.

T2 Systems product support will assist Customers relating to, but not limited to:

- Recommendations for optimal use of CMP
- Problems with or questions pertaining to the operation of CMP
- Problems with interfaces between CMP & other systems
- Error messages from CMP
- Printing issues related to CMP Mobile Software
- Questions about CMP customizable reporting tool

VIII. Shipping Costs

Customer will be responsible all shipping costs to its facility incurred by T2 Systems for the shipment of paper, Equipment, permits and all other physical components required to operate the CMP.

IX. Acceptance of Equipment

Customer shall inspect or test Equipment upon receipt. Customer shall be deemed to have affected final acceptance of the Equipment at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2 Systems before such day; or, (b) the date when the Equipment is used or otherwise placed in commercial operation.

X. Out of Scope Services and Change Order Requests



- 16 -

Additional services or changes may be requested by the Customer must be submitted in writing by the Customer. T2 Systems will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Customer prior to the implementation of any changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional sessions, Customer requested software modifications and/ or relocation of Equipment.

6 Merchant Processing Framework

In performing T2 System's obligations in connection with the maintenance of the Public Citation Management Portal ("PCMP"), T2 Systems will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees and any other transaction exception fees from T2 System's merchant bank, T2 Systems will be responsible for all merchant processing costs associated with citation payments made online through the payment portal, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from T2 System's merchant bank will be passed through directly to Customer with no markup.

T2 Systems will remit all fees and fines to Customer, less T2 System's per transaction fees, refunded transactions and associated fees, merchant processing fees and chargeback and refund fees as applicable based on the pricing set forth in the Quote.

- a. Payment Processing. Should the Customer request for payment processing, Customer and T2 Systems will execute a separate addendum identifying the specific terms for payment processing.

7 Fees

Customer agrees to the fee schedule outlined in Exhibit A: Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon its receipt. Invoices may be submitted to Customer by United Public Safety, LLC, which is an Affiliate of T2 Systems, Inc.

Fees may increase after the initial term at every term renewal as set forth in the quote. If not defined in the quote, renewals may increase by an amount not to exceed five percent (5%) per year.

8 Payment

Payment for Software Licensing, Data Plans and CiteGuardPlus™ warranties are invoiced one (1) year in advance. Payment for purchased Equipment and CiteGuard™ warranties are due prior to installation. If Equipment and other upfront costs have been amortized over a three (3) year term, the lump sum payment outlined in Exhibit A: Agreement to Purchase will be invoiced one (1) year in advance.

Payments for any Revenue Share, Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis pursuant to Exhibit A: Agreement to Purchase or other Exhibits.

T2 Systems shall keep accurate records of all Services performed under this Addendum and shall submit such information to the Customer with each invoice.

9 Web-Based License



- 17 -

T2 Systems grants to Customer, and Customer accepts, a nontransferable, nonexclusive license and right to access the Citation Management Program via the Internet, and to the Mobile Software through mobile devices on which T2 Systems has installed its software. Customer agrees to use the Software and the Documentation only as authorized in this Addendum, for its own internal purpose and operations, during the SaaS Term. Customer acknowledges that its access to and use of the back end Citation Management Program Software will be web-based only. The Citation Management Program will be hosted by T2 Systems and accessed and used by Customer through the use of the Internet and Customer's computers, while Mobile Software will be installed on Customer mobile devices exclusively by T2 Systems.

10 T2 Systems Limitations

The maximum number of Customer's employees, contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in Exhibit A: Agreement to Purchase. Customer's use of the Software may not exceed the number of users specified without the express written agreement of T2 Systems.

11 Permitted Uses

Subject to T2 System's database permissions and limitations, users shall be permitted access to the T2 Systems CityCite® products for the following uses (but only such uses) as described below:

By users as permitted and authorized by Customer within the terms and features of this Addendum:

- a. Issuance & Management of Citations, Tickets & Permits
- b. Customization & Management of Settings, Rules, Reporting and User Permissions
- c. Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Customer agrees that upon expiration or termination of the SaaS Term, all rights granted to Customer shall immediately terminate. T2 Systems Customer shall certify in writing to T2 Systems that all copies of T2 Systems Content in any form, including partial copies, and shall erase all computer, electronic, or other storage devices have been destroyed.

12 Upgrades

T2 Systems will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.

13 Customer Responsibilities

Customer is responsible for administering security within the T2 Systems applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy and protection of all usernames and passwords provided to Customer. Customer is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Customer is also responsible for ensuring that its users comply with these terms and conditions with respect to use of the Software and Services. Customer shall provide secure connectivity to the Internet for its location(s) for



purposes of providing adequate access to Software hosted at the Customers hosting site.

T2 Systems shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Customer in accessing the Software via the Internet. Customer shall provide adequate industry “best practice” standards to ensure reasonable security for integration between applications at the Customer site and Software hosted by T2 Systems. Customer shall provide accurate input information in the manner T2 Systems in connection with the Software and Services. Customer shall advise T2 Systems of any changes to Customer’s operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Customer shall configure necessary user accounts via the administrator account provided by T2 Systems. Customer shall be responsible for ensuring that any Customer Data is accurate, not corrupt in any way, and does not contain any viruses.

Customer shall be solely responsible for, and shall hold T2 Systems, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer’s inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 Systems system through Customer’s account, even if transmitted, posted, received or created by a third party

14 Other Restrictions

Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Customer’s internal business purposes. Customer may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Customer may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and shall be deemed a material breach. Customer may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Customer shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Customer hereby agrees, represents and warrants to T2 Systems that Customer will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these terms and conditions.

Customer will not use the Software, Services or T2 Systems CityCite, CodeCite and ForCite cloud product to take any actions that (i) infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to T2 System’s Software or Web Sites, including appending such information or content to Customer’s internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Customer’s use of the Software, Services or Web Sites.

Customer shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on T2 System’s or its suppliers’ infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Customer further agrees to cooperate with T2 Systems in causing any unauthorized use (including but not limited to co-branding, framing or hyper-



linking) and to immediately cease.

15 Location, Audio, Image and Video Services

Customer acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or device through interaction between the devices where the Software is installed, T2 System's servers, and third party applications and systems. T2 Systems will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, T2 Systems assumes no liability or responsibility in the event of inaccuracies in such information. While T2 Systems uses commercially reasonable efforts to safeguard such information, T2 Systems assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. T2 Systems also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

16 Software Modifications

Customer shall not make any modifications to the Software. Any modifications that Customer makes to the Software will void any warranty obligations contained in this Addendum and T2 Systems in its sole discretion, may terminate this Addendum.

17 Warranties

T2 Systems Limited Warranty. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations. T2 Systems warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in this Addendum.

Exclusive Remedies. If, during the warranty period the Software fails to comply with the specifications, T2 System's entire liability and Customer's exclusive remedy will be either to (a) repair or replacement of the Software, or (b) if in T2 System's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software of the current annual Term. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the Documentation or T2 Systems training. T2 System's entire liability and Customer's exclusive remedy for any breach of warranty with respect to the Services as described above shall be T2 Systems re-performing the Services performed.

T2 Permits and Enforcement

UPsafety Solution | Cost Proposal

Hardware

Unlike many enforcement providers, we provide full, in-house support for the hardware we resell to you. That means that instead of calling the manufacturer's technical support hotline, you're calling our fully US-based staff under the same one-hour Service Level Agreement we maintain for our software. We believe anything less is not supporting the whole solution.

UPsafety XF Scan All-in-One Enforcement Handheld Package - \$3,195 per device

We recommend this one-piece device as the workhorse for your enforcement personnel. The hardware package includes the XF Rugged handheld device with a built-in printer, Samsung Note 20, two hot-swappable external battery packs, which allow both the device and a supplemental battery to be charged in tandem, a charging dock, power supply/charging cable, strap, carrying case and vehicle charger.

Data Plan Option

UPsafety Verizon LTE Data Plan - \$420.00 Per Year

We resell data plans from Verizon exclusively because their network and speed are uncompromising. This plan includes mobile data for one device.

Platform Products (includes 24/7 Software Support)

CityCite™ Platform

UPsafety Subscription Service - PE Mobile License(s) - \$2748.00 per year per license

We sell our cloud-hosted software suite at a recurring license fee per device based on the functionality utilized.

This fee includes:

- 1) A license for (1) mobile user and (1) cloud user to use our front-end data entry software and cloud-based back-end management software. This includes access to all software features, **including the iPermit permitting module.**
- 2) 24/7/365 in-house help desk support for all software and hardware issues.

- 3) Access to our *Client Resource Center*, which provides in-depth details of the functionality within our mobile and back-end software, including video demonstrations and guided walk-throughs.
- 4) All software updates, including product enhancements, issue resolutions, and new feature releases as they become available. Since its inception, we have been releasing new software to clients rapidly.

Some major upgrades in 2021, provided at no additional cost to ALL current subscribers, included:

- New Permits dashboard with data visualizations and quick reports.
- Geo-zone Mapping for Permits
- Temporary hourly and daily permits
- New embedded documentation site with training videos and feature walkthroughs
- Major UI upgrades to enhance user experience and simplify workflows
- Two-way integration with T2 Collections service, CCS

To ensure these features are fully utilized, we regularly hold *UPsafety User Webinars*, at no additional cost to subscribers, before each major update to identify, train, and answer all customer questions and concerns. Users who cannot make the webinar can request a recorded copy to view anytime.

- 5) One free admission to our 2024 Connect Users Conference.

Patron Payment Portal – Greater of 4.00% or \$3.00 per Citation or Permit Paid Online

We can fully customize an e-commerce site to meet your needs, including branding, adding customized dispute fields, and developing lookup logic. Through the portal, patrons can:

- Review photo evidence, as well as all ticket data recorded at the time of issuance
- Pay tickets online, from the moment a ticket is issued, via QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number
- Dispute and inquire as to ticket status, including the upload documents to be viewed by enforcement or administrative staff

When a violator pays a \$30.00 citation, they will pay the citation amount, plus the service fee, and we will remit the full \$30.00 citation value to you next day.

UPsafety Personalized Webinar Training \$895.00 one-time fee per training Training and Implementation

This fee is for online training of your officers and administrators on how to use the system inside and out and training managers to a Train the Trainer standard.

UPsafety Cloud Set Up and Customization \$1,875.00 one-time fee

We charge this fee to fully customize the cloud to your department, including setting permissions for each individual employee, implementing ticket lifecycle business logic, creating report templates specified by managers, importing common street names to optimize officer drop-down lists, and more.

Our project managers work quickly, and with your help, we can implement your perfect solution within 90 days of contract signing. For projects that cannot be implemented by T2 within 90 days of the contract execution date due to factors within your control, an extended project management fee of \$500 per week will apply.

Factors within your control include but are not limited to your failure to provide appropriate information, resources, or personnel reasonably necessary to complete implementation. Any delays caused by third parties or events outside the control of either T2 or you would not be applicable.

Programmatic Data Conversion – *Fee waived for standard data conversions*

Assuming cooperation from the incumbent vendor, we will migrate all records from the current system to CityCite.

Optional Products, Processing Services & Other per Item Services

UPsafety Hardware Care Program \$420.00 per year

In the case of hardware damage or failure, this warranty fully covers:

- 1) Immediate shipment of a no-cost Loaner device to replace the affected device
- 2) A call tag for the affected device for shipment to our offices for repair
- 3) Shipping for the repaired device back to your offices
- 4) A call tag for the Loaner device

This provides for instant remediation of hardware issues and keeps officers enforcing.

UPsafety Payment Terminal BBPOS WisePOS E

If the Client would prefer a more integrated option for in-person credit and debit card payments, these Terminals integrate directly to the UPsafety cloud, allowing the Client a fully web-based point of sale that allows:

- Payments are to be initiated directly through the Cloud software. When a cashier selects "Accept Card Payment," the Terminal will accept payment only for the number of selected items.

Boasting a full-color touchscreen display, the BBPOS WisePOS E comes with EMV standard and allows for expanded functionality as payment trends change, including mobile wallet acceptance, EMV capabilities, and NFC/CTLS.

If Terminal(s) are utilized: UPsafety Payments Fee – 2.99% and \$0.25 per Transaction

This fee will be billed monthly and included on a unified invoice for processing completed through purchased and utilized UPsafety terminals in the previous month, never taken out of your remittance totals. This makes it easier to track, manage, and audit.

UPsafety Automated Lookups - DMV Research (dependent on state regulations)

DMV research for violators, we charge Per Successful Plate Lookup, which means that a charge is only incurred if a valid address has been found for the requested plate.

In State

For DMV research for in-state violators, we only charge for lookups when the state levies a fee to conduct a lookup (New York does not charge).

Out of State

For DMV research for out-of-state violators, we charge \$2.50 Per Successful Plate Lookup, which means that a charge is only incurred if a valid address has been found for the requested plate.

UPsafety Automated Delinquent Notices – \$1.00 per Automated Notification

The cost of customizing physical notices, which will be mailed to violators as warnings and requests for payment or for any other automated correspondence on behalf of your organization, is fully included in the setup process. This fee is for the printing, stamping, and mailing physical notices to violators.

UPsafety Paper 3in Plain Polyvinyl Thermal - \$169.00 per case

We provide top-quality water and tear-resistant polyvinyl paper. There are 50 rolls per case, and clients see anywhere between 60-70 tickets per roll.

T2 Systems - Confidential Quotation



For: Village of Warwick - NY
Quote ID: Q-44404
Date Issued: 7/7/2024
Expires: 10/5/2024

Bill To:
 Village of Warwick - NY
 77 Main Street
 Warwick, New York 10990
 United States

Ship To:
 Village of Warwick
 77 Main Street
 Warwick, NY 10990
 United States

Prepared By:
 John Holland

Barry Cheney
 845-986-2031
 cheney@villageofwarwick.org
 EIN: 00-0000000

Prepared For:
 Barry Cheney

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
UPsafety Hardware Care Program		3.00	USD 1,260.00	USD 1,260.00
Year 1	100.5006	1.00	USD 420.00	USD 420.00
Year 2	100.5006	1.00	USD 420.00	USD 420.00
Year 3	100.5006	1.00	USD 420.00	USD 420.00
UPsafety/Flex Verizon LTE Data Plan		3.00	USD 1,260.00	USD 1,260.00
Year 1	100.5003	1.00	USD 420.00	USD 420.00
Year 2	100.5003	1.00	USD 420.00	USD 420.00
Year 3	100.5003	1.00	USD 420.00	USD 420.00
UPsafety Subscription Services - PE Monthly Mobile License(s)		3.00	USD 8,244.00	USD 8,244.00
Year 1	100.5002	1.00	USD 2,748.00	USD 2,748.00
Year 2	100.5002	1.00	USD 2,748.00	USD 2,748.00
Year 3	100.5002	1.00	USD 2,748.00	USD 2,748.00
Subscription Comment		3.00	USD 0.00	USD 0.00
Year 1	*****	1.00	USD 0.00	USD 0.00
ALL PRICING IN ACCORDANCE WITH SOURCEWELL CONTRACT #080321-TSI				
Year 2	*****	1.00	USD 0.00	USD 0.00
ALL PRICING IN ACCORDANCE WITH SOURCEWELL CONTRACT #080321-TSI				
Year 3	*****	1.00	USD 0.00	USD 0.00
ALL PRICING IN ACCORDANCE WITH SOURCEWELL CONTRACT #080321-TSI				
TOTAL:				USD 10,764.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	UPsafety Personalized Webinar Training	1.00	USD 895.00	USD 895.00
100.5014	UPsafety Client Cloud Setup & Customization	1.00	USD 1,875.00	USD 1,875.00
TOTAL:				USD 2,770.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0761	UPsafety/Flex XF Scan All-in-One Enforcement Handheld Package	1.00	USD 3,195.00	USD 3,195.00
663.1000	UPsafety Paper 3in Plain Polyvinyl Thermal, 200 3.2 Appleton, 80mm- Hgp-3 (50 rolls)	1.00	USD 169.00	USD 169.00
TOTAL:				USD 3,364.00

Year 1 Total: USD 9,722.00

Year 2 Total: USD 3,588.00

Year 3 Total: USD 3,588.00

Net Total: USD 16,898.00

Tax Amount: USD 0.00

Tax Comments: N/A

Total: USD 16,898.00

Additional Information:

Freight Term:

Payment Terms:

IRIS Profile:

End User: Village of Warwick - NY

GP Customer Number:

Billing Terms

Additional fees for variable cost services utilized.

Hardware, including subcontractor hardware, and shipping invoiced at time of delivery.

Subscriptions are invoiced upon receiving access to licensed product.

Professional Services invoiced on Project Go-Live.

Travel invoiced as incurred.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

Quote is developed in conjunction with Statement of Work, if applicable. If any billing term language conflicts occur, Standard Billing Terms section of Statement of Work document takes precedence.

Quote Number: Q-44404

PO Required?

IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.

Customer

Signature

Print Name

Title

Date

PO #



APPENDIX B: MERCHANT SERVICES ADDENDUM FOR SUB-MERCHANTS

This MERCHANT SERVICES ADDENDUM AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made with The Village of Warwick ("Sub-merchant") in connection with the agreement between Sub-merchant and T2 Systems, Inc. ("T2"). T2's designated financial institution ("Bank") and payment processor ("Processor") that T2 has contracted with to support the Services and are members of the Associations providing sponsorship services in connection with this Agreement, will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), American Express ("Amex") and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Processor understands that Sub-merchant may have contracted with T2 to obtain certain processing services and that T2 may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. Bank and Processor may be changed at any time without prior notice. NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, Discover and Amex websites for a copy of the Visa, MasterCard, American Express and Discover regulations. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. T2 may suspend or terminate the Services at any time if Sub-Merchant is not eligible under Law or Operating Regulations to use the Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion

If appropriately indicated in Sub-merchant's agreement with T2, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Processor has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Processor, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.



Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions. Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; (vi) submit any transaction receipt for a transaction that was previously charged back to the Processor and subsequently returned to Sub-merchant, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement. Upon receipt of Sub-merchant's sales data for card transactions, Processor will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Processor receives credit for such sales data, subject to the terms set forth herein, Processor will fund Sub-merchant, either directly to the Sub-merchant -Owned Designated Account or through T2 to an account designated by T2 ("T2Designated Account"), at Processor's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the T2 Designated Account, if applicable, shall discharge Processor of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between T2 and Sub-merchant. Processor will debit the T2Designated Account for funds owed to Processor as a result of the Services provided hereunder, provided that Processor may also debit Sub-merchant's designated demand deposit account ("Sub-merchant -Owned Designated Account") upon receipt of such account information from Sub-merchant or T2, or if Processor deposits settlement funds into the Sub-merchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Processor reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or T2.

4. Term and Termination. This Agreement shall be binding upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Processor, on the date Processor accepts this Agreement by issuing a merchant identification number, and shall be coterminous with T2's agreement with Sub-merchant.



Notwithstanding the foregoing, Processor may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or T2 fails to pay any amount to Processor when due, (ii) in Processor's opinion, provision of a service to Sub-merchant or T2 may be a violation of the Operating Regulations or any Laws, (iii) Processor believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Processor determines Sub-merchant poses a financial or regulatory risk to Processor or an Association, (v) Processor's agreement with T2 terminates, (vi) any Association deregisters T2, (vii) Processor ceases to be a member of the Associations or fails to have the required licenses, or (viii) Processor is required to do so by any of the Associations.

5. Indemnification. Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and Agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' breach of this Agreement or violation of Law or the Operating Regulations. This indemnification will survive the termination of this Agreement.

6. Limits of Liability. Sub-merchant agrees to provide Processor, via communication with T2, with written notice of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PROCESSOR DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Processor arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against T2 and not against Processor, unless otherwise specifically set forth in the Operating Regulations. In no event Processor shall have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Processor is only providing this Agreement to assist in T2's processing relationship with Sub-merchant, that Processor is not liable for any action or failure to act by T2, and that Processor shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by T2. If T2 is unable to provide its services to Sub-merchant in connection with this Agreement and Processor elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Processor's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Processor's relationship with Sub-merchant. If T2 subsequently provides its services to Sub-merchant in connection with this Agreement, Processor will cease to provide such services after receipt of notice from T2 and this Agreement will govern Processor's relationship with Sub-merchant.

7. Miscellaneous. This Agreement may not be assigned by Sub-merchant without the prior written consent of Processor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Processor and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Processor may amend this Agreement upon notice to Sub-merchant in accordance with Processor's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement.



- 30 -

The Bank is a party to this Agreement. The Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Sub-merchant.



EXHIBIT 1 – ADDITIONAL SUPPLEMENTAL TERMS

- 1. Transaction Processing and Reporting.** Subject to the terms of this Agreement, T2 or Processor will initiate payment to Sub-Merchant of the total face amount of each transaction less any fees or other amounts T2 or Processor are authorized to deduct or withhold under this Agreement. The deposit of transaction funds to the Sub-Merchant -Owned Designated Account discharges T2 and Processor of any settlement obligation to Sub-Merchant. Sub-Merchant agrees that T2 and Processor have no obligation to settle funds that are the proceeds of a purported transaction that violates Law. Unless otherwise agreed to in writing by the parties, Sub-Merchant shall electronically deliver to T2 or Processor (as agreed among the parties) all transaction records at least every business day. The preparation and delivery of transaction records shall constitute an endorsement by Sub-Merchant of each transaction, and Sub-Merchant authorizes T2 or Processor to place Sub-Merchant's endorsement on any transaction at any time. T2 or Processor shall provide transaction information and reports to Sub-Merchant on a daily basis or as otherwise agreed by the parties. Sub-Merchant agrees to review all such information and reports. Sub-Merchant agrees that its failure to report any errors in such information and reports or to notify T2 that Sub-Merchant has not received any amounts owed to Sub-Merchant within thirty (30) business days from the date the report or invoice is made available to Sub-Merchant or that receipt of such funds was due to occur shall constitute Sub-Merchant's acceptance of the same.
- 2. Third Party Assessments.** Notwithstanding any other provision of this Agreement, Sub-Merchant shall be responsible for all fees, fines, assessments, penalties, loss allocations, or other amounts imposed or assessed to Sub-Merchant, T2, Processor or Bank in connection with this Agreement by the Associations or other third parties to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of T2, Processor, or Bank, as applicable. In the event that Processor or any third party assesses T2 a cost of funds associated with a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Sub-Merchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Sub-Merchant.
- 3. T2 Fees.** Sub-Merchant agrees to pay T2 the fees, expenses, and all other amounts set forth in this Agreement ("**Fees**"), which is referenced and incorporated in the Quote. All amounts owed under this Agreement, are due when invoiced or as otherwise directed. Any such amounts not paid when due shall be charged interest at 1% per month but in no event more than the highest rate permitted by Law. Unless otherwise mutually agreed in writing by the parties, T2 agrees not to change any of its Fees for one (1) year after the Effective Date. Notwithstanding the foregoing, Sub-Merchant is responsible for payment of any changes or increases in Fees by Processor, Bank, the Associations, or other third parties ("**Pass Through Fees**"). In the event that T2 exercises its right to increase any Fees under this Section (exclusive of any changes in Pass Through Fees), T2 will provide Sub-Merchant thirty (30) days' advance written notice. An increase of T2 Fees will be based on the annual transaction volume tiers, which will be no greater than five cents (\$0.05) per transaction. Review of the annual transaction volume tiers will take place upon the anniversary of each Term of the Effective Date of this Agreement. If Sub-Merchant does not agree to any such increases in Fees during this notice period, Sub-Merchant may terminate this Agreement with thirty (30) days' written notice to T2, during which period T2 shall continue to charge the existing Fees during the termination and wind-down period. T2, Processor, and Bank may refuse to provide the Services in the event any of the parties have not been paid by Sub-Merchant for the Services contemplated herein.
- 4. Right of Offset.** Sub-Merchant has no right of offset regarding any amounts Sub-Merchant may owe T2. T2 may setoff any amounts owed by Sub-Merchant under this Agreement against (i) any amounts, including transactions, which T2 would otherwise deposit to the Sub-Merchant -Owned Designated Account; (ii) any other amounts T2 may owe Sub-Merchant under this Agreement; or (iii) against any property of Sub-Merchant in the possession or control of T2. This right of offset covers, but is not limited to, chargebacks, disputes, fees, or any amounts Sub-Merchant owes T2 under this Agreement. Sub-Merchant is responsible for any costs T2 incurs in



- 32 -

connection with collection, in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest on unpaid amounts.

South Street Sidewalk ADA Improvements – 3rd Street to Lawrence Avenue, Warwick, NY**VIII. CHANGE ORDER**Order No. 2024-1Date: 07/02/2024Agreement Date: 05/28/2024Name of Project: South Street Sidewalk ADA Improvements - Phase 3Owner: Village of WarwickContractor: Jorrey Excavating, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

JUSTIFICATION: Adjustment to contract pricing for the inclusion of a color additive, Chromix
Landmarks Gray (C-284) as manufactured by Scofield, or approved equal, to be incorporated
into the concrete mixture. Additionally, the removal of 30 LF of re-setting existing bluestone
sidewalks and propose the replacement with new colorized concrete sidewalk.

CHANGE TO CONTRACT PRICE:Original Contract Price \$ 179,900.00Current Contract Price adjusted by previous Change Order \$ 179,900.00The Contract Price due to this Change Order will be (increased)(decreased) by \$ 4,923.60The new Contract Price due to this Change Order will be \$ 184,823.60**CHANGE TO CONTRACT TIME:**The Contract Time will be (increased) (decreased) by 0 calendar days.The date for completion of all work will be Sept. 15, 2024 (date).**APPROVALS REQUIRED:**

To be effective this Order must be approved by the Federal Agency.

Requested by: Village of WarwickRecommended by: Engineering & Surveying Properties, PC

PROJECT ENGINEER/MUNICIPALITY-

Approved by: _____

OWNER

Accepted by: _____

CONTRACTOR

Community Development Approval (Federal Agency): _____



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

June 27, 2024

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

ATT: MAYOR MICHAEL NEWHARD

**RE: POLE BARN FOR DPW
24 MEMORIAL PARK DRIVE
W.O. #1804.12**

Dear Mayor Newhard and Trustees:

We have reviewed the Application and Certification for Payment #002, dated 06/26/24, from TAM Enterprises, Inc. for the Pole Barn for DPW project. We recommend the approval of the requested payment of \$4,512.50. The work performed includes the remaining submittals for review and approval and the mobilization to begin construction.

The balance amount to finish the project, including retainage, is \$190,508.80.

We have enclosed a signed copy of the payment application form.

Sincerely,
Engineering & Surveying Properties, PC, Village Engineers

Keith Woodruff, CPESC, CPSWQ
Senior Engineer



AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: Village of Warwick
77 Main Street,
Warwick, NY 10990

PROJECT: Pole Barn for DPW

APPLICATION NO: 002

Distribution to:

PERIOD TO: June 30, 2024

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

FROM TAM Enterprises, Inc.
CONTRACTOR: 114 Hartley Road
Goshen, NY 10924

VIA Engineering & Surveying Prop.
ARCHITECT: 71 Clinton Street
Montgomery, NY 12549

CONTRACT DATE:

PROJECT NOS: / /

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$242,850.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$242,850.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$55,096.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G703)	\$2,754.80
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$2,754.80
6. TOTAL EARNED LESS RETAINAGE	\$52,341.20
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$47,828.70
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$4,512.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$190,508.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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 herein is now due.

CONTRACTOR:

By: P. J. J.

Date: 6/26/24

State of: New York

County of: Orange

Subscribed and sworn to before
me this 26th day of June 2024

Notary Public: Christina Marie Vasquez

My Commission expires: 9/6/2026

CHRISTINA MARIE VASQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6440222
Qualified in Orange County
My Commission Expires 09-06-2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$4,512.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature]

Date: 06/27/2024

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 or Contractor under this Contract.

**Continuation Sheet**

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

1002

June 30, 2024

June 30, 2024

[illegible]

AIA Document G703 – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:38:01 ET on 06/26/2024 under Order No.4104242640 which expires on 08/22/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADAB0)



VILLAGE OF WARWICK
INCORPORATED 1867

Budget Modification Request

For Board of Trustees Approval - Meeting on 7/15/24

For approval to transfer available appropriations for the following Fiscal Year 2023-2024 budget account lines:

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A9060.8000	Hospital & Medical Insurance	84,531.23	5,028.00	END OF YEAR ACTUAL VS BUDGET TRANSFER	A1210.1000	Mayor - Personal Service	(198.00)	198.00
				END OF YEAR ACTUAL VS BUDGET TRANSFER	A1410.1000	Village Clerk - Personal Services	(4,830.00)	4,830.00
A5110.1000	Streets - Personal Service	129,247.93	6,230.53	END OF YEAR ACTUAL VS BUDGET TRANSFER	A1640.1000	Central Garage - Personal Services	(1,270.31)	1,270.31
				END OF YEAR ACTUAL VS BUDGET TRANSFER	A5010.4550	Street Admin - Office Supplies	(23.16)	23.16
				END OF YEAR ACTUAL VS BUDGET TRANSFER	A5010.1200	DPW - WORKERS COMP SALARY	(1,413.98)	1,413.98
				END OF YEAR ACTUAL VS BUDGET TRANSFER	A7140.1000	Parks - Personal Service	(3,523.08)	3,523.08
A9060.8000	Hospital & Medical Insurance	84,531.23	39,014.31	FOR THE PURCHASE OF ROBIN BRAE PROPERTY	A1910.4950	Other	(39,014.31)	39,014.31
TOTAL			50,272.84		TOTAL			50,272.84

WATER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F8320.4350	Pump Station - Utilities	20,694.63	11,989.87	END OF YEAR ACTUAL VS BUDGET TRANSFER	F8310.1000	Water Admin - Personal Service	(2,080.34)	2,080.34
				END OF YEAR ACTUAL VS BUDGET TRANSFER	F8340.1000	Trans/Dist - Personal Services	(7,495.28)	7,495.28
				END OF YEAR ACTUAL VS BUDGET TRANSFER	F9030.8000	Water Social Security	(593.72)	593.72
				END OF YEAR ACTUAL VS BUDGET TRANSFER	F9035.8000	Water Medicare	(138.85)	138.85
				END OF YEAR ACTUAL VS BUDGET TRANSFER	F9060.8000	Water Hospital & Medical Insurance	(1,681.68)	1,681.68
TOTAL			11,989.87		TOTAL			11,989.87

SEWER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
G8120.4920	Sewers - Testing	19,530.01	5,588.33	END OF YEAR ACTUAL VS BUDGET TRANSFER	G8110.1000	Sewer Admin - Personal Service	(2,080.32)	2,080.32
				END OF YEAR ACTUAL VS BUDGET TRANSFER	G8120.1000	Sewers - Personal Services	(3,110.90)	3,110.90
				END OF YEAR ACTUAL VS BUDGET TRANSFER	G9030.8000	Sewer Social Security	(321.85)	321.85
				END OF YEAR ACTUAL VS BUDGET TRANSFER	G9035.8000	Sewer Medicare	(75.26)	75.26
TOTAL			5,588.33		TOTAL			5,588.33

Respectfully submitted,

Sadie Andryshak
Sadie Andryshak
Village Treasurer

Backup Documentation: Negative balance listing

Report Date: 7/10/24

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

Account No	Description	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1210-1000	Mayor - Personal Service	60,447.00	0.00	61,123.99	478.99	0.00	0.00	198.00-	100.32
A-1410-1000	Village Clerk - Personal Services	123,936.00	0.00	130,554.10	1,788.10	0.00	0.00	4,830.00-	103.84
A-1640-1000	Central Garage - Personal Services	91,530.00	0.00	92,800.31	0.00	0.00	0.00	1,270.31-	101.39
A-1910-4950	Other	10,150.00	0.00	59,384.04	10,219.73	0.00	0.00	39,014.31-	291.53
A-5010-1200	DPW - WORKERS COMP SALARY	0.00	0.00	14,202.83	12,788.85	0.00	0.00	1,413.98-	111.06
A-5010-4550	Street Admin - Office Supplies	2,000.00	0.00	2,023.16	0.00	0.00	0.00	23.16-	101.16
A-7140-1000	Parks - Personal Service	61,409.00	0.00	72,689.90	7,757.82	0.00	0.00	3,523.08-	105.09
Fund Total									
		349,472.00	0.00	432,778.33	33,033.49	0.00	0.00	50,272.84-	113.14
F-8310-1000	Water Admin - Personal Service	47,185.00	0.00	52,336.28	3,070.94	0.00	0.00	2,080.34-	104.14
F-8340-1000	Trans/Dist - Personal Services	229,132.00	0.00	268,706.14	32,078.86	0.00	0.00	7,495.28-	102.87
F-9030-8000	Water Social Security	17,132.00	0.00	19,904.97	2,179.25	0.00	0.00	593.72-	103.07
F-9035-8000	Water Medicare	4,007.00	0.00	4,654.95	509.10	0.00	0.00	138.85-	103.07
F-9060-8000	Water Hospital & Medical Insurance	96,482.00	0.00	77,994.73	20,168.95-	0.00	0.00	1,681.68-	102.20
Fund Total									
		393,938.00	0.00	423,597.07	17,669.20	0.00	0.00	11,989.87-	102.91
G-8110-1000	Sewer Admin - Personal Service	47,185.00	0.00	52,335.68	3,070.36	0.00	0.00	2,080.32-	104.14
G-8120-1000	Sewers - Personal Services	11,701.00	0.00	14,922.07	110.17	0.00	0.00	3,110.90-	126.34
G-9030-8000	Sewer Social Security	3,651.00	0.00	4,170.18	197.33	0.00	0.00	321.85-	108.36

July 10, 2024
10:12 AM

VILLAGE OF WARWICK
2024 Expenditure Accounts with a Negative Balance Listing

Page No: 2

Account No	Description		Expended	Transfers	Reimbursed	Canceled	Balance	%Used
	Budgeted	Encumbered						
G-9035-8000	Sewer Medicare							
	854.00	0.00	975.32	46.06	0.00	0.00	75.26-	108.36
Fund Total								
	63,391.00	0.00	72,403.25	3,423.92	0.00	0.00	5,588.33-	108.36
Year Total								
	806,801.00	0.00	928,778.65	54,126.61	0.00	0.00	67,851.04-	107.88

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 7/15/24

For approval to transfer available appropriations for the following Fiscal Year 2024-2025 budget account lines:

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A5110.1000	Streets - Personal Service	541,741.50	6,981.99	Actual vs. Budget payroll	A1620.1000	Village Hall - Personal Service	(266.26)	266.26
					A5010.1200	DPW - WORKERS COMP SALARY	(6,715.73)	6,715.73
TOTAL			6,981.99		TOTAL			6,981.99

Respectfully submitted,


Sadie Andryshak
Village Treasurer

Backup Documentation: Provide memos, motions or budget printouts if necessary

Report Date: 7/10/24

July 10, 2024
10:19 AM

VILLAGE OF WARWICK
2025 Expenditure Accounts with a Negative Balance Listing

Page No: 1

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

Account No	Description							
	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1620-1000								
	1,739.00	0.00	2,005.26	0.00	0.00	0.00	266.26-	115.31
A-5010-1200								
	0.00	0.00	6,715.73	0.00	0.00	0.00	6,715.73-	0.00
Fund Total	1,739.00	0.00	8,720.99	0.00	0.00	0.00	6,981.99-	501.49
Year Total	1,739.00	0.00	8,720.99	0.00	0.00	0.00	6,981.99-	501.49