

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
JULY 17, 2023  
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: June 5, 2023 Village Board Meeting.

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

Trustee Cheney \_\_\_    Trustee Foster \_\_\_    Trustee Collura \_\_\_  
Trustee McKnight \_\_\_    Mayor Newhard \_\_\_

3. Acceptance of Reports – June 2023: Clerk’s Office, Tax Collection, Justice Department, Planning and Zoning, Building Department, and Department of Public Works.

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 \_\_\_

**Announcement**

1. Village of Warwick bulk trash pick-up.

2. Letter from Planning, Zoning, and AHDRB Secretary, Maureen Evens, announcing her retirement.

### **Correspondence**

1. Report from Village Attorney, Stephen Gaba, regarding the petition for a zone change at 4 Overlook Drive.
2. Report from Village Engineer, Dave Getz, regarding the petition for a zone change at 4 Overlook Drive.
3. Letter from Village Resident, Donna Roberts, regarding park and recreation facilities in the Town & Village of Warwick.

### **Discussion**

1. Consolidated Funding Application.
2. Environmental Bond Act.
3. Moratorium on battery storage units in the Village of Warwick.
4. Elective pay.

### **Public Comment - Agenda Items Only**

#### **GUIDELINES FOR PUBLIC COMMENT**

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

### **Motions**

#### **Trustee Cheney's Motions**

1. **MOTION** to accept the proposal and authorize the Mayor to enter into a one-year contract at a total cost of \$4,269 with Airmatic Carlstadt NJ to provide a Preventative Maintenance Plan on the compressed air system at the Village of Warwick Micro Water

Treatment Plant ('MWTP') located at 30 Memorial Park Drive as per the recommendation of Water Operator, Keith Herbert and DPW Supervisor, Mike Moser. Funds are appropriated in budget code F-8330-4500.

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

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_

Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

2. **RESOLUTION CREATING BROADBAND TASK FORCE COMMITTEE**

WHEREAS, the Village of Warwick recently enacted a Comprehensive Plan Update; and

WHEREAS, the Comprehensive Plan Update contains provisions regarding community character and infrastructure improvements within the Village; and

WHEREAS, it is appropriate for the Village Board to consider the issue of Broadband service and infrastructure improvements within the Village in light of the provisions of the Comprehensive Plan Update; and

WHEREAS, in order to assist the Village Board in this task it would be helpful to create a Broadband Task Force Committee;

**NOW THEREFORE BE IT RESOLVED**, as follows:

1. That the Village Board hereby creates a Broadband Task Force Committee; and
2. The mission of the Broadband Task Force Committee shall be to consider issues pertaining to Broadband service, both from the perspective of improving internet service within the Village and from the perspective of avoiding aesthetic harm to community character from installation of Broadband infrastructure, and to render a report to the Village Board making recommendations regarding the same; and
3. That the Broadband Task Force Committee shall be governed by and shall operate under the attached Rules & Regulations; and
4. That the Chairman of the Broadband Task Force Committee shall be a Village Board member and that the Committee shall consist of such members as the Village Board may appoint; and
5. That all members of the Broadband Task Force Committee shall serve as volunteers without compensation; and

6. That the term of office for all members of the Committee shall be one calendar year commencing on January 1<sup>st</sup>. The terms of office for all Committee members appointed in 2023 shall expire at midnight on December 31, 2023.

\_\_\_\_\_ 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 \_\_\_\_\_

3. **RESOLUTION CREATING INCLUSION TASK FORCE COMMITTEE**

WHEREAS, the Village of Warwick is committed to engaging and dialoguing with all of its residents to better serve the people of the Village of Warwick; and

WHEREAS, the task of determining how to best open lines of communication is a complex matter which requires substantial thought and outreach effort; and

WHEREAS, in order to assist the Village Board in the task of improving engagement and inclusion of all Village residents in governance of the Village it would be helpful to create an Inclusion Task Force Committee;

**NOW THEREFORE BE IT RESOLVED,** as follows:

1. That the Village Board hereby creates a Inclusion Task Force Committee; and
2. The mission of the Inclusion Task Force Committee shall be to research and propose potential outreach programs to residents, and to and to render a report to the Village Board making recommendations regarding the same; and
3. That the Inclusion Task Force Committee shall be governed by and shall operate under the attached Rules & Regulations; and

4. That the Chairman of the Inclusion Task Force Committee shall be a Village Board member and that the Committee shall consist of such members as the Village Board may appoint; and

5. That all members of the Inclusion Task Force Committee shall serve as volunteers without compensation; and

6. That the term of office for all members of the Committee shall be one calendar year commencing on January 1<sup>st</sup>. The terms of office for all Committee members appointed in 2023 shall expire at midnight on December 31, 2023.

\_\_\_\_\_ presented the foregoing resolution which was seconded by \_\_\_\_\_,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting \_\_\_\_\_

Carly Foster, Trustee, voting \_\_\_\_\_

Thomas McKnight, Trustee, voting \_\_\_\_\_

Mary Collura, Trustee, voting \_\_\_\_\_

Michael Newhard, Mayor, voting \_\_\_\_\_

4. **RESOLUTION CREATING TRANSPORTATION TASK FORCE COMMITTEE**

WHEREAS, the Village of Warwick recently enacted a Comprehensive Plan Update; and

WHEREAS, the Comprehensive Plan Update contains provisions regarding improvement of Village streets, mobility, and general accessibility within the Village; and

WHEREAS, it is appropriate for the Village Board to consider potential transportation improvements and projects within the Village in light of the provisions of the Comprehensive Plan Update; and

WHEREAS, in order to assist the Village Board in this task it would be helpful to create a Transportation Task Force Committee;

**NOW THEREFORE BE IT RESOLVED**, as follows:

1. That the Village Board hereby creates a Transportation Task Force Committee;  
and

2. The mission of the Transportation Task Force Committee shall be to consider potential transportation improvements and projects which the Village might pursue in light of the provisions of the Comprehensive Plan Update and to render a report to the Village Board making recommendations regarding the same; and

3. That the Transportation Task Force Committee shall be governed by and shall operate under the attached Rules & Regulations; and

4. That the Chairman of the Transportation Task Force Committee shall be a Village Board member and the Committee shall consist of such members as the Village Board may appoint; and

5. That all members of the Transportation Task Force Committee shall serve as volunteers without compensation; and

6. That the term of office for all members of the Committee shall be one calendar year commencing on January 1<sup>st</sup>. The terms of office for all Committee members appointed in 2023 shall expire at midnight on December 31, 2023.

\_\_\_\_\_ 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 \_\_\_\_\_

5. **RESOLUTION CREATING ZONING TASK FORCE COMMITTEE**

WHEREAS, the Village of Warwick recently enacted a Comprehensive Plan Update; and

WHEREAS, it is appropriate for the Village to examine its Zoning Code in light of the terms and provisions of the Comprehensive Plan Update to determine if amendments and

revisions to the Zoning Code should be made to keep it consistent with the provisions of the Village's Comprehensive Plan; and

WHEREAS, in order to assist the Village Board in the task of examining the Village's Zoning Code in light of the terms and provisions of the Comprehensive Plan Update it would be helpful to create a Zoning Task Force Committee;

**NOW THEREFORE BE IT RESOLVED**, as follows:

1. That the Village Board hereby creates a Zoning Task Force Committee; and
2. The mission of the Zoning Task Force Committee shall be to examine the Village's Zoning Code in light of the terms and provisions of the Comprehensive Plan Update and to render a report to the Village Board making recommendations as to what changes, if any, should be made to the Zoning Code consistent with the provisions of the Village's Comprehensive Plan; and
3. That the Zoning Task Force Committee shall be governed by and shall operate under the attached Rules & Regulations; and
4. That the Chairman of the Zoning Task Force Committee shall be a Village Board member and that the Committee shall consist of such members as the Village Board may appoint; and
5. That all members of the Zoning Task Force Committee shall serve as volunteers without compensation; and
6. That the term of office for all members of the Committee shall be one calendar year commencing on January 1<sup>st</sup>. The terms of office for all Committee members appointed in 2023 shall expire at midnight on December 31, 2023.

\_\_\_\_\_ 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   | _____ |

### **Trustee Foster's Motions**

6. **MOTION** to grant permission to Village of Warwick Employee, Jennifer Mante, to carry over 3 vacation days.

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

Trustee Cheney \_\_\_    Trustee Foster \_\_\_    Trustee Collura \_\_\_  
Trustee McKnight \_\_\_    Mayor Newhard \_\_\_

### **Trustee McKnight's Motions**

7. **MOTION** to advertise for a Full-Time Secretary to the Planning Board in accordance with Civil Service requirements.

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**

## **Village of Warwick Bulk Trash Pick-Up**

The Village of Warwick will conduct a bulk pick-up of household items beginning **August 28, 2023**.

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 28, 2023 – North Side of the Railroad Tracks**
- **Area 2: September 5, 2023 – 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.**

June 30, 2023

Mayor Michael Newhard and  
Village Board of Trustees

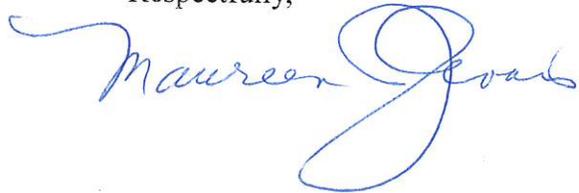
Dear Mayor and Village Board members:

Please accept this letter as official notification to you and the Board of my retirement from my position as Planning, Zoning and ARB secretary, effective Thursday, August 3, 2023.

If needed, I will certainly try to be of some assistance with the transition to the new Planning, Zoning and ARB secretary.

Please feel free to contact me if you need any additional information.

Respectfully,

A handwritten signature in blue ink that reads "Maureen Joab". The signature is written in a cursive style with a large, looping flourish at the end.

RECEIVED

JUL 11 2023

VILLAGE OF WARWICK  
CLERK

James R. Loeb  
Richard J. Drake, *retired*  
Glen L. Heller\*  
Marianna R. Kennedy  
Gary J. Gogerty  
Stephen J. Gaba  
Adam L. Rodd  
Dominic Cordisco  
Ralph L. Puglielle, Jr.  
Alana R. Bartley\*\*  
Aaron C. Fitch

Judith A. Waye  
Sarah N. Wilson  
Michael J. Barfield \*\*

Jennifer L. Schneider  
*Managing Attorney*

\*L.L.M. in Taxation  
\*\*Member NY & NJ Bar

June 29, 2023

ATTN: MICHAEL NEWHARD, MAYOR  
Village of Warwick  
Village Hall  
77 Main Street  
PO Box 369  
Warwick, NY 10990

Re: 4 Overlook Drive Zone Change Petition  
Our File No.: 14562-6830001

Dear Mayor Newhard:

I have reviewed the petition and supporting documents requesting a zoning change from R to GC in the above-referenced matter. Kindly accept this letter as my initial report to the Village Board on the said petition.

The subject property is a lot of approximately 115' x 163' improved by a "converted residential structure" of approximately 2,099 square feet. It is currently being used as office space for a construction company and a surveyor.

The uses currently in the building on the property are not permitted in the Residential ("R") zoning district. Indeed, the petition indicates that the property has been put to a number of different commercial uses over the last several years, including a gym and a restaurant, and these prior uses also were not permitted in the R zoning district. It may be that the construction company and surveyor's offices on the property are pre-existing legal nonconforming uses, but it also might be that they are simply illegally established uses. The Petitioner should provide further information about the legal status of the existing uses before the Village Board takes any further action on the petition.

The Petition and accompanying documents state that the reason that the zoning change is being requested is to "bring the site and its historical use as a commercial property into conformity with the Zoning Code". If the current uses on the property are illegal (i.e., in violation of the Zoning Code and not preexisting nonconforming uses), then a more accurate statement of the reason for the request for a zoning change is to allow the Petitioner to continue its commercial uses of the property. Again, the Petitioner should provide further information on this issue.

RECEIVED

JUL 11 2023

VILLAGE OF WARWICK  
CLERK

The Petition does not state whether any change from the current uses on the Property are contemplated. The Petitioner should provide a statement of the intended uses of the property going forward.

Even if the Petitioner does not propose any changes in the use of the property at this time, the Village Board should be mindful that if grants the requested zoning change to General Commercial ("GC") the following uses could be established on the property:

Permitted Uses:

1. Village of Warwick uses and buildings
2. Libraries/Museum/Art galleries
3. Buildings or stands for the display or for sale of products of agricultural products all of which are grown on the same premises
4. Business/Professional/Government offices
5. Funeral homes/Mortuaries
6. Banks
7. Retail stores
8. Personal service stores
9. Eating/Drinking establishments
10. Service establishment other than of a personal nature
11. Theatres/Cinemas
12. Outlets for laundries/cleaning
13. Newspaper printing

Conditional Uses:

1. Home Occupation
2. Residences on 2nd & 3rd Floor of existing bldg.
3. Public utility buildings

4. Churches/Places of worship
5. Annual membership clubs/Outdoor recreation
6. Fraternal Organization
7. Nursery school/day care
8. Manufacturing for sale on premises
9. Hotels/Motels
10. Gasoline service station
11. Automobile sales and service
12. Car wash

Special Uses:

1. Wireless telecommunication facilities
2. Educational Facilities
3. Cemeteries
4. Volunteer ambulance service facilities
5. Hospitals/Nursing homes
6. Fire stations

While some of these potential GC uses are equally or perhaps even less intense than the current use (e.g., Business Offices), and others seem highly unlikely to ever be established on the property (e.g., Cemeteries), other uses permitted in the GC District could present issues for other properties in the neighborhood on Overlook Drive if they were to be established on the property in the future (e.g., Gasoline service station, Outlets for laundries/cleaning). Rather than opening the property to all of the potential uses allowed in the GC District, the Village Board might consider having the Petitioner apply to the ZBA for a use variance allowing only the specific proposed office use of the property before it entertains a petition for a zoning change. In any event, if the Village Board decides to entertain the petition, its review of potential impacts will need to consider to some degree all of the reasonably anticipated potential impacts which grant of the requested zoning change to GC may entail.

Although the Petition states that no additional construction is being proposed, it offers to seek site plan approval for the property if the zoning change is granted. Presumably this is because there is no site plan approval in place for the existing use. However, the Petition should clarify the reasons why site plan approval would be sought before the Village Board proceeds with consideration of the requested zoning change.

Procedurally, it should be noted that zoning amendments are legislative acts and a governing board has no duty to consider or process petitions for zoning amendments or to reach any particular decision on them. Thus, the Village Board has complete discretion as to whether to consider, ignore, grant<sup>1</sup> or deny the instant petition for a zoning change.

If the Village Board is willing to entertain the Petition for a zoning change, the first matter to be addressed is review under the New York State Environmental Quality Review Act ("SEQRA"). The Petition notes (and tacitly admits) that "bringing the site and its historical use as a commercial property into conformity with the Zoning Code" will require land use approvals from the Planning Board (i.e., site plan approval) as well as the Village Board (i.e., the zoning change). One of these two involved agencies should act as "Lead Agency" in SEQRA review. It is our recommendation that the Planning Board act as Lead Agency in a coordinated review. If this recommendation is followed, it makes sense for the Petitioner to submit an application for site plan approval to the Planning Board at this time, with the understanding that it is being done in conjunction with the Petition for a zoning change and chiefly to facilitate SEQRA review of the project by the Planning Board.

If the Village Board decides to entertain the petition for a zoning change, and if our recommendation regarding SEQRA review is followed, then the next step would be for the Village Board to direct my office to prepare a draft local law amending the Village's Zoning Map as described in the Petition. The Village Board would then adopt a resolution introducing the proposed local law and, pursuant to Village Code §145-70, referring the local law to the Village Planning Board for a report. The Village Board's resolution would also direct that the SEQRA Environmental Assessment Form be sent to the Planning Board with a request that the Planning Board assume lead agency status on the project.

Under Village Code §145-70, no further action on a proposed zoning change can be taken by the Village Board until the report from the Planning Board is received or sixty (60) days from the date of the referral elapses (whichever is earlier). If the Planning Board becomes Lead Agency in SEQRA review, the Village Board's actions on the proposed zoning change would also be suspended until the Planning Board has completed the SEQRA process.

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<sup>1</sup> Assuming that the legal requisites are met and that the change is not inconsistent with the Village's Comprehensive Plan.

ATTN: MICHAEL NEWHARD, MAYOR

June 29, 2023

Page 5

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I am not certain of whether the subject property is within 500' of NYS Route 17A (Galloway Road), but if it is then a referral of the proposed zoning change to the County Planning Department under General Municipal Law §239-m will also be necessary. If a referral to County Planning is necessary, it makes sense to mail it out at the same time that the referral is made to the Planning Board.

After receipt of the Planning Board's report (or expiration of 60 days from the referral), and after completion of SEQRA review, the Village Board would then adopt a resolution scheduling a public hearing on the proposed local law for the zoning change. Notice of the public hearing would need to be posted, published and mailed to nearby property owners in accordance with the provisions of the Village Code.

After holding and closing the public hearing, the Village Board may adopt a resolution enacting the local law for the proposed zoning change. The Petitioner would then return to the Planning Board for completion of its site plan approval proceedings.

Very truly yours,



STEPHEN J. GABA

SJG/ev/1181669



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

Goshen Office:  
262 Greenwich Ave, Suite B  
Goshen, NY 10924  
phone: (845) 457-7727

[www.EngineeringPropertiesPC.com](http://www.EngineeringPropertiesPC.com)

July 5, 2023

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

**ATT: MAYOR MICHAEL NEWHARD**

Re: 4 Overlook Drive Zone Petition  
Section 214, Block 10, Lot 4.1  
W.O. #1803.09

RECEIVED

JUL 11 2023

VILLAGE OF WARWICK  
CLERK

Dear Mayor Newhard and Trustees:

We have reviewed the petition to amend the zoning at 4 Overlook Drive prepared by Elizabeth Cassidy on behalf of Warwick Commercial Properties LLC on June 14, 2023. We provide the following comments:

1. The location of the subject property is shown on the attached zoning map and aerial photograph. Warwick Commercial Properties LLC seeks to extend the adjacent General Commercial (GC) zoning district in a southerly direction to include the 0.35-acre property.
2. The current office use of the building located at 4 Overlook Drive is consistent with the GC regulations and with the current commercial uses on the adjoining property located at 2 Overlook Drive.
3. No construction or land disturbance is proposed at this time. If the Board approves the change to GC zoning, any proposed future changes to the building, parking lot, infrastructure, or uses on the site would be reviewed by the Building Department and/or Planning Board. Possible environmental impacts could include increased noise, traffic, and utility use.
4. Village Attorney Steven Gaba has provided you with a letter dated June 29, 2023 that discusses the legal aspects of the petition. On page 5 of his report, Mr. Gaba raises a question regarding the distance from the subject property to NYS Route 17A; the distance is approximately 230 feet, and therefore a referral under GML 239-m is required.
5. In my opinion, the subject property owner has unfinished business with the Village Planning Board. In January 2020, Warwick Commercial Properties appeared before the Planning Board to discuss field changes being made during construction at 2 and 4 Overlook Drive. These changes included modifications to the layout, grading, impervious coverage, and landscaping of the projects. The applicant informed the board that he would submit updated plans, drainage calculations, and as-built information for the Planning Board's review and approval. It is my understanding that this information has not yet been provided.

4 Overlook Zone Change Petition

Sincerely,  
Engineering & Surveying Properties, PC, Village Engineers

A handwritten signature in black ink, appearing to read "David A. Getz". The signature is stylized and cursive.

David A. Getz, P.E.  
Chief Engineer

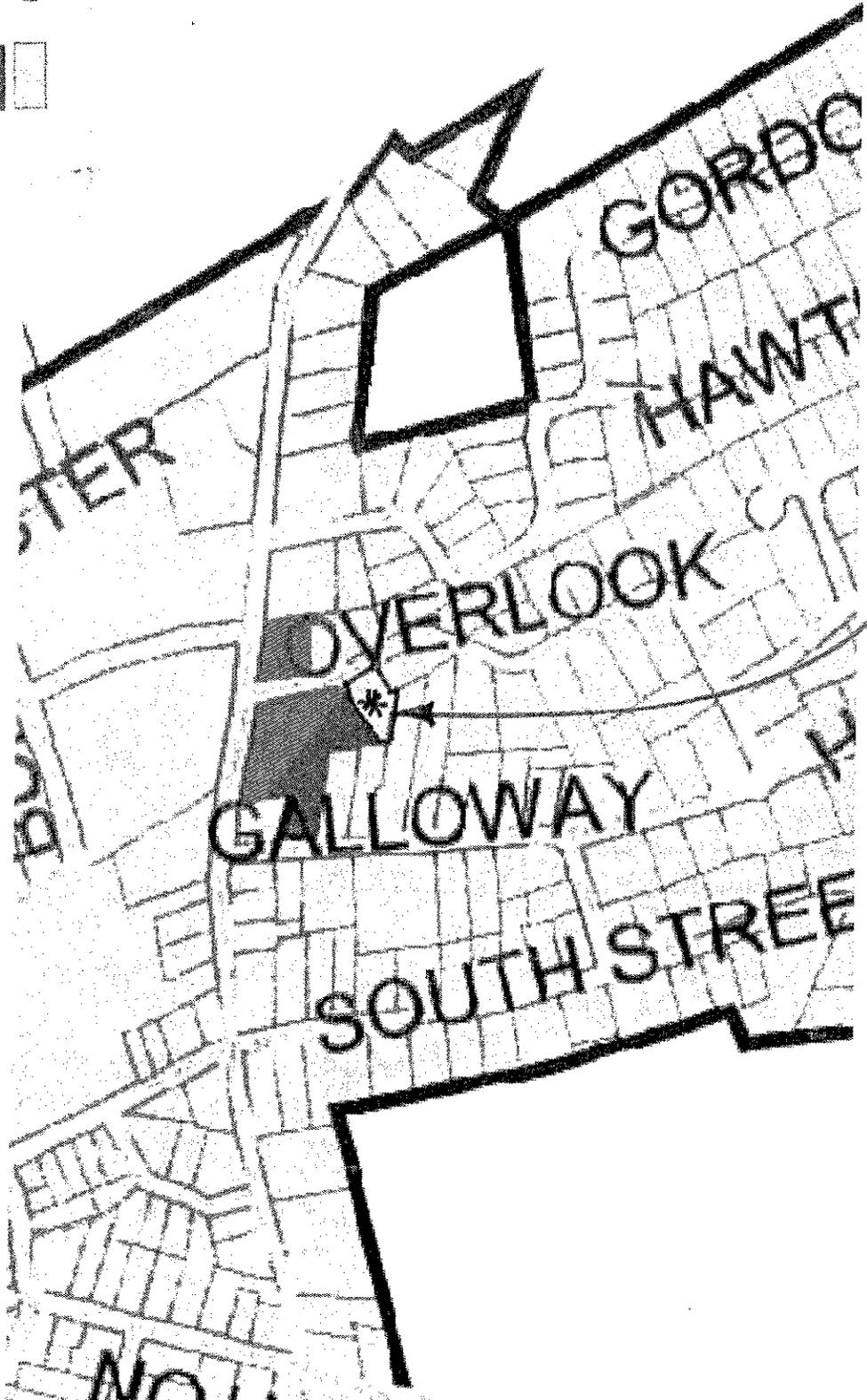
Legend

Village Boundary

Zoning Districts:

Central Business (CB)

Residential (R)



4 OVERLOOK DRIVE



**Donna Roberts**  
10 Poplar Street  
Warwick, NY 10990  
845-988-6677  
[DonnaRoberts1@kw.com](mailto:DonnaRoberts1@kw.com)

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July 7, 2023

Dear Mayor, Town Council, DPW & the many other Contributors;

I am writing today to express my sincere appreciation for the work that you all are doing to preserve our parks and recreation facilities. As a resident of the town of Warwick for over 20 years, I have seen firsthand the positive impact that these spaces have on our community.

When my children were little we would often visit the local parks to play on the playground, go for a walk, listen to music or have a picnic. These memories are some of my fondest, and I am so grateful that I continue to visit all of these beautiful spaces in our town.

I have been particularly impressed with the improvements that have been made to our parks. Stanley Deming park playground is a masterpiece for children of all ages, Memorial Park for sports and leisure is encompassing for many sports we even have a skate park. To have the foresight to save our open spaces and gift them to the community is unparalleled and truly has not gone on notice.

Take for example the new town park called Mountain Lake Park formerly Kutz Camp it is a wonderful place for walking, swimming, tennis and just relaxing. The free concerts on Railroad Green and GWL Town park have been nothing short of incredible.

But my very favorite of all is Wickham Woodlands Park. What an amazing, wonderful gift this park is for all of us! There is a beautiful new pavilion and the walking trails are well-maintained and very clean. From Downlands Brewery, The Last Whisky Bar to kayaking, hiking, picnicking and fishing to the proposed new garden park in the works all are truly precious gifts to all.

I know that preserving our parks and recreation facilities is not always easy, but I believe that it is an investment in our community's future. These spaces provide a place for people of all ages to come together and enjoy the outdoors.

Thank you again for your leadership in this important area. I know that our parks and recreation facilities will continue to be a valuable asset to our community for many years to come.

Many, many thanks and keep up the great work! Donna Roberts

Donna Roberts  
10 Poplar Street, Warwick, NY 10990  
845-988-6677 [donna8020@gmail.com](mailto:donna8020@gmail.com) - <https://airbnb.com/h/warwickcozyapartment>

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

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

**DESCRIPTION OF PURCHASE**

SERVICE CONTRACT ON AIR COMPRESSORS AT 30 MEMORIAL PARK DRIVE "MWTP"

<b>BUDGETED PURCHASE</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>BUDGET CODE</b> F-8330-4500	<b>CURRENT LINE BALANCE</b> \$ 24,400.00 Signature: _____ Date: 6/29/2023	
<b>BUDGETED AMOUNT</b> \$ 9,000.00	<b>IF NO EXPLAIN</b>		
<b>#</b>	<b>DATE OF QUOTE</b>	<b>VENDOR/SUPPLIER</b>	<b>TOTAL COST</b>
1	6/23/2023	AIRMATIC CARLSTADT NJ	\$ 4,269.00
2	6/1/2023	INGERSOLL RAND EDISON NJ	\$ 5,344.85
3	6/2023	SMITHAIR / AIRCENTER / I.R.	\$ NO QUOTES OFFERED

**VENDOR SELECTED**

AIRMATIC BASED ON PRICE

**IF NOT LOWEST BID EXPLAIN WHY** REACHED OUT TO 3 OTHER SERVICE PROVIDERS, I.R. IN PHILIDELPHIA PA, I.R. (HAS PROTECTED AREAS, CANNOT QUOTE HERE), SMITHAIR IN CLARK SUMMIT PA (NO REPLY) & AIRCENTER IN NJ, (NO FOLLOWUP)

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

**EXCEPTIONS TO COMPETITIVE BIDDING**

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

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

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

**REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION**

**DEPARTMENT APPROVAL**

Name/Title: KEITH HERBERT

Date: 6/29/2023

Signature: 



## Quote for **h2o/Village of Warwick**

Prepared by **Doug Johnson**

Date **June 23, 2023**

Upgrade your standard warranty to a **10 Year aircend warranty and 5 Year Bumper-to-Bumper warranty**. Lock in your maintenance budget for up to 10 years with our offerings. Learn more about our warranties and maintenance programs by speaking with our Aftermarket Service Specialist and see why Airmatic Compressor is New Jersey's choice for Air Compressors and Vacuum!

*Nestor Counters*  
**Mr. Nestor**  
**SERVICE & WARRANTY PLAN**



Summary Letter

700 Washington Ave.  
Carlstadt, NJ 07072  
1-800-864-7621

AirmaticCompressor.com

h2o/Village of Warwick  
24 Memorial Park Drive  
Warwick, NY 10990

Date June, 23, 2023

Quote # Q836850

Attn: Keith Herbert

Subject: **(PM-1A)** Annual Maintenance Plan

Thank you for the opportunity to quote you on our Preventive Maintenance Plan for your compressed air system. Our **PM-1A** plan will relieve you of the burden of maintenance planning for one(1) year and take over responsibility for Maintenance of your equipment.

When Maintenance is due:

- You will be notified and a mutually suitable date will be arranged
- All parts and lubricants will be ready when you are
- This will significantly reduce the chances of a breakdown, as potential problems will be recognized in advance and appropriate preventive measures can be taken before any problems occur and your production is jeopardized.
- Equal payment billing allows for budgetary convenience

Airmatic Compressor's Maintenance Plans are specifically designed to:

- Secure your extended warranty
- Minimize and cap your costs
- Assure you high equipment efficiency and availability at minimum overall costs and worry-free operation

We would be happy to upgrade you to our **Extended 10 Year Airend Warranty and 5 Year Bumper-to-Bumper Air Compressor Warranty and Maintenance Plan**. Please ask your Aftermarket Specialist for the details.

Our reputation has been built by:

- Introducing ground-breaking Maintenance plans like our 10 Year Airend Warranty and 5 Year Bumper-to-Bumper Air Compressor Warranty and Maintenance Plan
- Our highly praised 24/7 emergency service department and
- Providing the finest in sales, service and turnkey installations of compressed air, air dryers, vacuum pumps, blowers and nitrogen systems.

Feel free to contact me should you need additional information or have any questions.

Sincerely,

Doug Johnson  
Aftermarket Specialists

**Airmatic Compressor Systems, Inc.**

Mobile: 201-470-1769

Office: 201-342-1300

djohnson@airmaticcompressor.com

[www.airmaticcompressor.com](http://www.airmaticcompressor.com)





Definitions & Conditions

700 Washington Ave.  
Carlstadt, NJ 07072  
1-800-864-7621

AirmaticCompressor.com

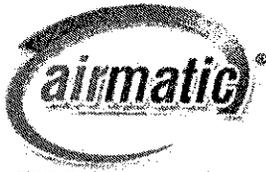
Definitions and Conditions		New Atlas Copco Air Compressors				In-Service Air Compressors			
Plan Contents		MR-N	PM-5	PM-M	PM-A	PM-5A	PM-3	PM-2	PM-1
	<b>Basics</b>	10yrs	5yrs	3yrs	1yr	5yrs	3yrs	2yrs	1yr
	All Parts and Lubricants required for Preventive Maintenance	✓	✓	✓	✓	✓	✓	✓	✓
	Automated Parts Ordering and Shipping	✓	✓	✓	✓	✓	✓	✓	✓
	Automated Visit Scheduling	✓	✓	✓	✓	✓	✓	✓	✓
	Detailed Visit Reports with Recommendations Via Email	✓	✓	✓	✓	✓	✓	✓	✓
	Machine Inspection	✓	✓	✓	✓	✓	✓	✓	✓
	Fixed Annual Price for Contract Duration	✓	✓	✓	✓	✓	✓	✓	✓
	<b>Customer Experience/Rewards</b>								
	Reliability Related Product Updates	✓	✓	✓	✓	✓	✓	✓	✓
	Priority Service	✓	✓	✓	✓	✓	✓	✓	✓
	Remote Monitoring	✓	✓	✓	✓	Atlas Only	Atlas Only	Atlas Only	Atlas Only
	Travel and Mileage Included	✓	✓	✓	✓	✓	✓	✓	✓
	Expert Labor Included	✓	✓	✓	✓	✓	✓	✓	✓
	Inbound Freight Included	✓	✓	✓	✓	✓	✓	✓	✓
	10% Customer Loyalty Parts Discount	✓	✓	✓	✓				
	<b>Premium Warranty &amp; Coverage</b>								
	Bumper To Bumper Warranty	✓	✓	✓					
	Maintenance Parts and Lubricants	✓	✓	✓					
	Breakdown Parts & Labor	✓	✓	✓					
	Waste Disposal	✓	✓	✓					
Includes Internal Air Dryer	✓	✓	✓						
Emergency Air in case of breakdown of contracted air compressor < or = 100 hp.	✓	✓							
10 Year Airend Warranty	✓								

**Extended 10 Year Airend Warranty and 5 Year Bumper to Bumper air compressor warranty - Terms & Conditions**

1. Airmatic Compressor is to perform start up, Preventive Maintenance (PM) based on our provided PM schedule. All parts and labor, PM repairs and services.

2. Our company is NOT responsible to maintain any records. All records will be maintained by Airmatic Compressor.

3. It is agreed that fire, flood and incoming power damage will not be supported by the warranty.



Activities

700 Washington Ave.  
 Carlstadt, NJ 07072  
 1-800-864-7621

AirmaticCompressor.com

Service Type	Service (I)	Service (A)	Service (A+)	Service (B)
<b>Equipment: Oil Injected Rotary Air Compressors</b>				

Follow Customer Specific Safety Rules	✓	✓	✓	✓
Wipe down compressor	✓	✓	✓	✓
Clean air filter housing	✓	✓	✓	✓
Blast/clean cooler block (externally)	✓	✓	✓	✓
Inspect cooling fan hub/blades	✓	✓	✓	✓
Check cooling air flow	✓	✓	✓	✓
Check for leakage	✓	✓	✓	✓
Check fastenings	✓	✓	✓	✓
Check oil level	✓	✓	✓	✓
Check/clean condensate drain(s)	✓	✓	✓	✓
Check dryer refrigeration temp on FF units	✓	✓	✓	✓
Clean air dryer condenser on FF units	✓	✓	✓	✓
Inspect air dryer cooling fan operation on FF units	✓	✓	✓	✓
Clean/test air dryer condensate drains on FF units	✓	✓	✓	✓
Change air filter element(s)		✓	✓	✓
Replace cubicle filters		✓	✓	✓
Change oil filter element		✓	✓	✓
Change separator element			✓	✓
Change compressor lubricant			✓	✓
Change non return flap valve (B)				✓
Change thermostatic valve (B)				✓
Service minimum pressure valve (B)				✓
Rebuild air dryer condensate drains on FF units				✓

Service Type	Service (I)	Service (A)	Service (A+)	Service (B)
<b>Equipment: Air Line Filters</b>				

Follow Customer Specific Safety Rules	✓	✓	✓	✓
Check/clean condensate drain(s)	✓	✓	✓	✓
Check pressure drop	✓	✓	✓	✓
Change cartridge/element			✓	✓
Replace condensate drain(s)				✓



Terms & Conditions

700 Washington Ave.  
Carlstadt, NJ 07072  
1-800-864-7621

AirmaticCompressor.com

The following conditions apply to the above:

1. This agreement may be cancelled by either party with 30 days written notice. The customer is entitled for a refund for any Maintenances that haven't been performed but already paid for.
2. Both parties reserve the right to not renew a Maintenance agreement after expiration of the term.
3. The breakdown provision includes labor, parts and travel for breakdown of the components, for the equipment listed above, contained within the compressor frame and canopy over the term of the agreement.
4. Under the Mr. N plan, customer must make the compressor available for an overhaul if SPM readings or other metrics indicate the need for an overhaul. If this is not the case then Airmatic's responsibility, when under a Mr. N plan to cover breakdown will cease.
5. Breakdowns and repairs caused by negligence, abuse, operation outside specified parameters and due to maintenance due over 60 days are not covered by Maintenance plans.
6. Neither party shall be liable for any special, indirect, incidental, punitive or consequential damages, including, but not limited to, loss of total or partial use of products, downtime cost, and loss of profits or revenues.
7. The quote is valid for 30 days from generation.

By signing this agreement, you are authorizing Airmatic Compressor to automatically invoice as detailed above, using the PO/Agreement number stated in this document. The first invoice related to this agreement will be generated within 30 days of customer signature. Preventative maintenance work related to this agreement will occur in accordance to equipment environment and operating hours. This agreement and the associated invoicing can be cancelled with 30 days written notice.

Pricing does not include applicable taxes.

Pricing applies to Maintenances performed during normal working hours weekdays from 7:30a.m. to 4:30p.m.

Quoted Maintenance type "Definitions and Conditions" apply.

<sup>1</sup> Estimate per machine; if case limits are exceeded by 1,000 hours, pricing is subject to review

<sup>2</sup> Type of agreement per machine

<sup>3</sup> Foreseen preventative maintenance on the duration of this agreement



*Keith Herbert*  
*Village of Warwick*

*Quote Reference # CTS-115642*

*Quote Valid until 07/01/2023*

## PROPOSAL

Quote Reference# CTS-115642

Quote Prepared on 06/01/2023 | Valid until 07/01/2023

**Keith Herbert**  
Village of Warwick  
30 Memorial Park Memorial Park  
Drive  
WARWICK NY 10990  
USA  
Email: [kjhjco@yahoo.com](mailto:kjhjco@yahoo.com)  
Ph: 8458660324

**Anthony Limongelli**  
Ingersoll-Rand Industrial US Inc  
95 Newfield Avenue  
Edison NJ 8837  
USA  
Email: [anthony.limongelli@irco.com](mailto:anthony.limongelli@irco.com)  
Ph: (732) 672-0430



*Your Trusted Partner in  
Compressed Air*



**Investment Summary for Village of Warwick (06/01/2023)**

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	<b>PlannedCARE (Year 1 Price)</b>	1	\$5,344.85	\$5,344.85
	Included Component			
	GX4FF (Ultra FG)	1		
	UP6-5TAS-150 (Ultra FG)	1		

Product/Service Quote Amount	\$ .00
CARE Total Amount	\$5,344.85
Upgrade Option(s) Amount	--
Freight Amount	Included
<b>Total Quote Amount</b>	<b>\$5,344.85</b>

Anthony Limongelli  
 (732) 672-0430  
 anthony.limongelli@irco.com

Village of Warwick  
 Quote Reference  
 #CTS-115642

### CARE Offerings Summary



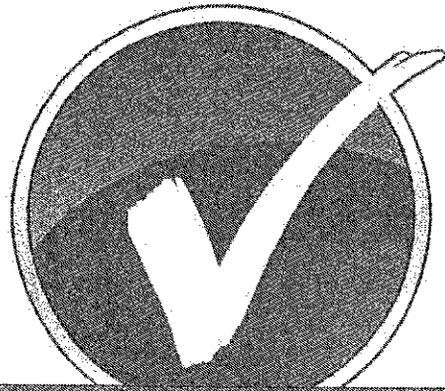
CARE Service Offerings	PlannedCARE	PackageCARE
OEM Parts Pricing	5% PM Parts Discount	5% PM Parts Discount
Preventative Maintenance Parts	✓	✓
Preventative Maintenance Labor	✓	✓
Proactive Maintenance	X	✓
Break/Fix Repairs	X	✓
Auto Parts Fulfillment	✓	✓
Reduced Customer Administration Costs	✓	✓
Rental Equipment Discount	✓	✓
Live 24/7 Helix Remote Monitoring	X	✓
24 Hour Response Guarantee	X	Optional
Uptime Guarantee	X	Optional
Available Coverage Program	Airend - Parts & Labor 10 Years	Package 10 Years
CARE Agreement First Year Pricing	\$5,344	\$9,027

Anthony Limongelli  
 (732) 672-0430  
 anthony.limongelli@irco.com

Village of Warwick  
 Quote Reference  
 #CTS-115642

**PlannedCARE**  
Preventative Maintenance & Diagnostics Program

Village of Warwick  
WARWICK, NY



**PlannedCARE™**

*We Help You*



## PlannedCARE Agreement

This PlannedCARE Agreement is between Ingersoll-Rand Industrial U.S., Inc., 525 Harbour Place, Davidson, NC 28036, (hereinafter referred to as "Company") and Village of Warwick, 30 Memorial Park Memorial Park Drive, WARWICK, NY, 10990, (hereinafter referred to as "Customer") for Company's PlannedCARE Maintenance & Diagnostics Program for a term of 4 year(s) on the equipment shown below (the "Equipment"):

Manufacturer	Model	Serial Number	Hours Per Year
AC	GX4FF (Ultra FG)	CAI404628	500
IR	UP6-5TAS-150 (Ultra FG)	CBV259692	4000

This PlannedCARE Agreement (this "Agreement") will provide planned maintenance for the Equipment, and assures that factory recommended services are provided on intervals consistent with the manufacturer's recommendations for the Equipment. Beyond the benefits of a typical service plan, this Agreement can deliver enhanced value through tracking optimal performance and reliability.

Company will regularly collect data from the Equipment which will be archived to provide long term comparative analysis of Equipment performance. Service visits with a Company Technical Services Representative and all necessary parts will be included to be consistent with the manufacturer's recommendations based on Equipment hours of operation as set forth in Exhibit A: PlannedCARE Work Scopes (the "Services").

Company will perform the Services during normal business hours Monday through Friday from 7:00am - 5:00pm.

Term Year	Year #1	Year #2	Year #3	Year #4
Annual Price	\$5,344.85	\$5,505.20	\$5,670.35	\$5,840.46
Visit/Year	2	2	2	2

## Modifications to this Agreement:

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Anthony Limongelli  
 (732) 672-0430  
 anthony.limongelli@irco.com

Village of Warwick  
 Quote Reference  
 #CTS-115642



## Terms & Conditions of the Agreement:

1. **INVOICING:** Invoicing of this Agreement will start in the month of the effective date of this Agreement as written by Customer below upon execution of the Agreement (Agreement "Effective Date"). The invoicing frequency will be in semiannual installments with the amount of each invoice determined by dividing the annual price per year, by the billing frequency selected. Customer will pay all invoices within thirty (30) days from the date of invoice.
2. **GENUINE PARTS:** Customer agrees to only use genuine Ingersoll Rand parts and lubricants on the Equipment or Ingersoll Rand approved parts for alternative manufacturers, where applicable.
3. **AGREEMENT TERM:** This Agreement will remain in effect for the term listed above unless it is terminated in writing by either party, by providing the other party, at the address written above, with a thirty (30) day written notice of its intent to terminate this Agreement.
4. **SCOPE OF WORK:** This Agreement only includes the Services set forth in Exhibit A applicable to the Equipment. Anything outside of the Services will be quoted and approved by an authorized Customer representative prior to being performed.
5. **TERMINATION:** If this Agreement is terminated by the Customer prior to the end of the term, Customer shall make a payment as liquidated damages (but not penalty) to Company within thirty (30) days from the date of such termination, equal to the list price of all activities performed and parts provided prior to Agreement termination, minus fees paid.
6. **GENERAL:** The Terms and Conditions outlined in this Agreement, shall apply to the Services by Company of maintenance or repair work or the sale of parts thereunder. No additional or contrary terms shall be binding upon Company unless specifically agreed to in writing.
7. **SCHEDULE DATES & DELAYS:** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, pandemic, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance of Services due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Customer's receipt of the Services or parts shall constitute a waiver of any claims to delay.
8. **ASSIGNMENT:** Neither party will assign or transfer this Agreement without the prior written consent of the other party. Said consent will not be unreasonably withheld. In the event Customer sells all or a substantial portion of its assets to another entity (the "Successor") without Company's prior written consent and the business previously conducted by Customer is or may be continued by the Successor, Customer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets until such time as Successor and Customer execute an addendum to this Agreement assigning this Agreement and its obligations to the Successor.
9. **TAXES:** The prices do not include any present or future Federal, State or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment, parts or Services covered hereby. If Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material, parts or erection equipment or Services covered hereby, then such amount of tax shall be paid by Customer in addition to the Annual Price set forth above.
10. **INSURANCE:** With respect to the performance of the Services, Company's personnel shall be properly covered with insurance in the areas of Workers' Compensation, Public Liability, and Automobile Insurance where the use of a vehicle is required. A certificate confirming this insurance coverage is obtainable upon request. Unless prohibited by applicable law, to the extent any loss and/or damage is recoverable by insurance proceeds under Customer's Insurance policies, Customer waives its and its insurers' rights to recover for such loss and/or damage against Company.
11. **WARRANTY:** Company warrants that parts manufactured by Company and furnished under this Agreement, will be free of defects in material and workmanship for a period of six (6) months from the date of installation, inclusive of transportation and installation costs if installed by Company or a Company authorized distributor (or six (6) months from date of delivery exclusive of transportation and installation costs if not installed by Company or authorized distributor), and at its option, shall either repair or replace such parts, provided the Customer promptly notifies Company in writing of defects therein, within said period. Company makes no performance warranty and the effects of corrosion, erosion and normal wear and tear are specifically excluded from Company's warranty.
12. **COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
13. **LIMITATION OF LIABILITY:** The remedies of Customer set forth herein are exclusive, and the liability of Company with respect to this Agreement or the Services or parts furnished under this Agreement shall not exceed the Agreement Price of such Services or the part upon which such liability is based. Company and its suppliers or subcontractors shall in no event be liable to Customer, any successors in interest or any beneficiary of this Agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Customer or customers of Customer for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

Anthony Limongelli  
(732) 672-0430  
anthony.limongelli@irco.com

Village of Warwick  
Quote Reference  
#CTS-115642



14. **NUCLEAR LIABILITY:** In the event that the Services or parts furnished hereunder are to be used in a nuclear facility, Customer shall, prior to such use, arrange for insurance or governmental indemnity, protecting Company against liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
15. **GOVERNING LAW:** The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding any conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
16. **SAFETY:** Customer shall provide to Company safe access to the Equipment, and a safe and adequate place in which to perform the Services. Company reserves the right to refuse performing Services if, in the sole discretion of its employee, performing such Services would be unsafe.
17. **SITE ASSISTANCE:** Customer is responsible for providing reasonable access to the Equipment. Customer will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of equipment components as necessitated to perform the Services. In addition, the Agreement Price is established with the assumption that one (1) Company Technical Services Representative to perform the Services. Customer agrees to supply additional manpower where lifting assistance or 'another set of hands' is required to perform the Services.
18. **COMPANY REMOTE EQUIPMENT MONITORING:** For all Equipment, remote monitoring may be required by Company to enhance response time and enable remote diagnostics. Upon written request by Company, Customer agrees to allow Company to install connectivity device(s) on the Equipment and transmit Equipment operational data ONLY over a cellular broadband network. Customer further agrees to allow the mounting of cellular antenna(s), either on the Equipment or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall be not be intrusive to Customer systems, processes or aesthetics. If the necessary permission is not provided within ninety (90) days of written notice, Company may adjust Agreement pricing at its sole discretion, to reflect higher maintenance and Agreement management costs.
19. **CREDIT TERMS:**
  - a. **Payments.** Customer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.
  - b. **Invoice Disputes.** Customer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Customer, Customer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
  - c. **Late Payments.** On any invoice not paid when due, Customer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Customer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Customer fails to pay any amounts when due.
  - d. **Acceleration.** Should Customer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Customer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Customer.
  - e. **No Partial Payments.** Customer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Customer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
  - f. **Sufficient Funds.** Customer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Customer then has funds on deposit in an amount sufficient to cover all checks issued by Customer. Customer acknowledges that this representation will be materially relied upon by Company in extending credit to Customer.
  - g. **Right to Set Off.** Any payment received by Company from Customer may be applied by Company against any obligation owing by Customer to Company, regardless of any statement appearing on or referring to such payment, without discharging Customer's liability for any additional amounts owing by Customer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Customer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Customer under these Terms and Conditions or any other agreement.

Anthony Limongelli  
(732) 672-0430  
anthony.limongelli@irco.com

Village of Warwick  
Quote Reference  
#CTS-115642



h. **Non-Discrimination.** Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

20. **FINANCIAL CONDITION OF CUSTOMER:**

- a. **Receipt of Goods While Insolvent.** In the event that Customer receives any goods from Company while Customer is insolvent (as such term is used in 2702 of the Uniform Commercial Code, United States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
- b. **Withdraw of Credit Approval.** Company reserves the right before shipment of any goods ordered by Customer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
- c. **Material Adverse Change in Financial Condition.** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Customer so that in Company's reasonable judgment Customer's ability to pay the Obligations has become impaired.
- d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Customer, and to disclose any information reasonably necessary to determine Customer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Customer's creditworthiness. Company may also disclose any information concerning its relationship with Customer which is requested by anyone identifying themselves as an existing or potential creditor of Customer.
- e. **Disclosure of Customer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Customer's credit, Customer has the right to request within sixty (60) days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.

**Village of Warwick**  
Authorized Customer Representative

**Ingersoll-Rand Industrial U.S., Inc.**  
Authorized Service Provider Representative

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Effective Date	_____	Date	_____
P.O.#	_____		

AO.4 PLC100 PLC100 PLC100

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Anthony Limongelli  
(732) 672-0430  
anthony.limongelli@irco.com

Village of Warwick  
Quote Reference  
#CTS-115642

## Exhibit A: PlannedCARE Work Scopes

### **Rotary Screw Compressors (Contact Cooled & Oil Free)**

- ✓ Change air & oil filter per Operator's Manual recommendation
- ✓ Change separator element per Operator's Manual recommendation
- ✓ Change coolant per coolant analysis recommendation
  - Typical Life: Ultra Coolant & Ultra FG (Food Grade) = 8,000 hours / Ultra EL = 16,000 hours
- ✓ Check cooler condition and blow out as needed (Power washing not included)
- ✓ Check and clean condensate drains as needed
- ✓ Check condition of belts, adjust tension and/or change as needed
- ✓ Lubricate main drive motor and cooling fan motor as needed
- ✓ Complete a Multipoint Inspection & document Control Panel Parameter per visit
- ✓ Review warning shutdown history for any abnormal shutdowns per visit
- ✓ All parts & lubricants will be disposed in accordance with local, state and federal OSHA/EP
- ✓ Rebuild compressor inlet valve every 16,000 hrs. (oil free fixed speed rotary units only)
- ✓ Rebuild compressor discharge check valve every 8,000 hrs. (oil free units only)
- ✓ Rebuild blow down valve every 8,000 hrs. (oil free fixed speed rotary units only)
- ✓ Inspection Data Inspection Summary Report: Comprehensive report is completed on site by an Company Technical Services Representative. We record Operational Readings, 22 Visual Checks, Air/Oil/Water safety alarms and shutdown levels. Collected data is then uploaded to Company's database for analysis and report generation which, in return, provides vital trending details. The report is complete with a full health summary and includes recommendations for additional services if required.
- ✓ Shock Pulse Monitoring: As part of our comprehensive services we monitor the shock pulse of the drive train of your rotary compressor. The collected data is analyzed by our trained engineers and compared to original Equipment specifications. The data is then electronically archived in our service history data base, for future comparative analysis to subsequent readings. Concerning levels are then reviewed by Company's rotating equipment engineers for recommended actions.
- ✓ Fluid Analysis Report: Coolant is analyzed and rated from normal to critical condition with an associated color code (green to red). Coolant is tested for wear metals, contaminants and additive metals. Fluid properties are provided including viscosity, acid number, oxidation and water content. Details as to the oil change date, filter change date and any recommendations are included.

**Compressed Air Dryer Service Work Scope (If listed as the Equipment)**

- ✓ Perform a multipoint inspection per visit
- ✓ Check and clean condensate drains as needed
- ✓ Check condenser coil condition and blow out as needed (power washing not included)
- ✓ Replace dryer panel filter as needed (refrigerated dryers only)
- ✓ Inspect Desiccant Dryer per visit (Desiccant Dryer changes quoted as additional service)
- ✓ Replace Desiccant Dryer mufflers annually (Desiccant Dryers only)

**Accessories (If listed as the Equipment)**

- ✓ Annual replacement of inline filter elements (Note: Desiccant Dryer filtration must be listed in Section A. Equipment)
- ✓ Annual replacement of oil water separator absorption modules

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**Exhibit A: PlannedCARE Work Scopes (Cont'd)**

**MSG<sup>TM</sup> CENTAC<sup>TM</sup>/Turbo Air<sup>TM</sup> Service Work Scope (If listed as the Equipment)**

- ✓ **Comprehensive Equipment Inspection:** A comprehensive inspection of each asset is performed by an Ingersoll Rand certified technician. Operational Readings, Visual Checks, Air/Oil/Water safety alarms and shutdown levels are documented, then uploaded to an internal database for analysis which will provide vital trending details. These results will be reviewed and any proposed recommendations and/or repairs will be discussed.
- ✓ **CDS Vibration Analysis:** As part of the comprehensive services, the vibration levels of each stage and the drive motor are monitored and recorded. The collected data is analyzed by trained engineers and compared to original Equipment specifications. The data is then electronically archived in our service history data base, for future comparative analysis to subsequent readings. Concerning levels are then reviewed by Ingersoll Rand rotating equipment engineers for recommended actions.
- ✓ **Fluid Analysis Report:** Compressor coolant is analyzed and rated from Normal to Critical Condition with an associated color code (Green to Red). Coolant is tested for wear metals, contaminants and additive metals. Fluid properties are provided including viscosity, acid number, oxidation and water content. Coolant changes will be completed based on recommendations from analysis.
- ✓ **Annual Ambient Air Quality Analysis:** The ambient air quality analysis program is used to evaluate the corrosive reactivity of the air compressor. The program is designed to provide analysis on the air surrounding the compressor and identify possible caustics within the environment that may be detrimental to its health and performance.

**MSG<sup>TM</sup> CENTAC<sup>TM</sup>**

<b>2,000 Hour Maintenance</b>	<b>4,000 Hour Maintenance</b>	<b>8,000 Hour Maintenance</b>
Equipment Inspection	All 2,000 Hour Maintenance Items	All 2,000 Hour Maintenance Items
Safety Points Check	Replace secondary inlet filter elements	All 4,000 Hour Maintenance Items
Compressor Settings Check	Replace oil filter elements	Disassemble & grease coupling
Control Valve Calibration	Grease coupling	Perform natural surge test
Stage Vibration Recording	Perform CDS vibration analysis	Perform throttle surge test
Operating Data Recording	Perform cooling water analysis	Perform full load test
Perform compressor coolant analysis		
Perform condensate analysis		
Replace primary Inlet filter elements		
Grease motor		
Equipment Inspection		

Anthony Limongelli  
 (732) 672-0430  
 anthony.limongelli@irco.com

Village of Warwick  
 Quote Reference  
 #CTS-115642



**MSG™ Turbo-Air™**

<b>2,000 Hour Maintenance</b>	<b>4,000 Hour Maintenance</b>	<b>8,000 Hour Maintenance</b>
Record temperatures & pressures	All 2,000 Hour Maintenance Items	All 2,000 Hour Maintenance Items
Record all vibration readings	Perform keypad & memory test	All 4,000 Hour Maintenance Items
Record all trip recall messages	Tighten all electrical connections	Replace secondary air filter element
Record all voltages and amperages	Test e-stop circuit	Perform surge test and record results
Check inlet filters with vacuum gauge	Verify vibration probe gaps	Inspect discharge check valve
Inspect acoustic seal	Inspect main & auxiliary oil pumps	
Check gear case vacuum reading	Replace primary air filter element	
Check for oil leaks	Lubricant sample analysis	
Verify oil heater operation	Verify proper coolant level	
Check condensate valve operation	Replace oil filter	
Check function of inlet and BOV valves	Lubricate drive coupling (If required)	
Check for water leaks	Lubricate main drive motor (If required)	
Clean compressor	Visually inspect shim packs	
Replace mist eliminator	Replace bypass recirculation silencer	
Download history/data files	Check auto block valve operation	
Perform compressor coolant analysis	Perform CDS vibration analysis	

**END OF THIS AGREEMENT**

Anthony Limongelli  
 (732) 672-0430  
 anthony.limongelli@irca.com

Village of Warwick  
 Quote Reference  
 #CTS-115642



Attention: Keith Herbert

Village of Warwick  
30 Memorial Park Memorial Park Drive  
WARWICK, NY 10990

Re: Purchase Order/Invoice Acknowledgement

Description of Service Agreement:	CARE Agreement
Purchase Order Number:	_____
Purchase Order Expiration Date:	_____
Payment Terms:	NET 30
Bill To Name & Address: (if Different Than Ship To)	inactive F & F INDUSTRIAL EQUIPMENT, <b>**inactive**</b> 119 TOWER DR MIDDLETOWN, NY, 10940
Bill To Contact Name:	Keith Herbert
Bill To Phone Number:	8458660324

This is to acknowledge that we are in receipt of the electronic/verbal Purchase Order referenced above. Ingersoll-Rand Industrial U.S., Inc. policy states that we must have a hard copy customer purchase order on file for all CARE agreements. Please forward such hard copy purchase order to my attention. If you are unable to provide such, we request that you sign this letter and return to my attention. Once I receive this signed letter, I can then proceed with processing the CARE Agreement. The execution of the service is governed solely by the Terms & Conditions in the CARE agreement attached hereto.

Company Name:	Village of Warwick
Signature:	_____
Printed Name:	_____
Title:	_____
Date:	_____

We would like to take this opportunity to thank you for your valued order. If you have any questions, please feel free to call.

Anthony Limongelli  
(732) 672-0430  
anthony.limongelli@irco.com

Village of Warwick  
Quote Reference  
#CTS-115642

COUNTY OF ORANGE  
MUNICIPAL/SCHOOL  
JOB CLASSIFICATION SPECIFICATION

**CLASS TITLE:** Secretary to Planning Board

**TITLE #:** 1572

**DISTINGUISHING FEATURES OF THE CLASS:** Under general supervision, employees of this class perform a wide variety of responsible clerical and record keeping duties calling for confidentiality and the use of independent judgment. Work involves considerable contact with the public and Members of the Planning Board. Supervision is not usually an aspect of this position. Performs all the clerical and secretarial work for the Planning Board. Performs related work as required.

**TYPICAL WORK ACTIVITIES:**

Answers phone calls and assists the public and members of the board;

Responds and tracks emails and FOILS;

Compiles individual files consisting of applications, surveys, maps and any other pertinent information necessary for Public Hearings;

Researches and answers zoning/planning questions;

Explains procedures and process approval for uses, bulk requirements for lot size etc;

Issues and records permits and applications;

Collects fees and/or monies received and is responsible for keeping an accurate record of fees; responsible for giving fees to appropriate department for deposit;

Prepares meeting agendas, publishes the agenda in newspaper and sets up public hearings;

Takes generalized minutes at public meetings, transcribes minutes, prepares written decisions, files decisions in appropriate departments, contacts applicant in writing regarding decision;

Contacts Attorney and/or Chairman when needed;

Uses computer applications such as spreadsheets, word processing, calendar, or e-mail in performing work activities;

Operates standard office equipment such as computers, printers, calculators, photocopiers, fax machines or metered mailing machines;

May work on special projects as required.

-Continued-

**FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of office practices, terminology, procedures and equipment; good knowledge of Planning Board operations; good knowledge of the structure and function of municipal government; skill in the operation of computer applications such as word processing, spreadsheets, e-mail, or calendar; ability to make decisions in accordance with established policies and regulations; ability to communicate both orally and in writing; ability to establish and maintain effective working relationships with officials and the public; clerical aptitude, dependability; tact; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS:** Any combination of training and experience deemed acceptable by the appointing authority.

**SUGGESTED STANDARDS: EITHER:**

- A) Graduation from high school or possession of a high school equivalency diploma and two years of clerical work experience which shall include keyboarding; OR
- B) Four years of clerical experience in a municipal or government agency which shall have included keyboarding.**

**JURISDICTIONAL CLASSIFICATION:** Exempt for one position in Towns and Villages.  
Additional positions assigned to the Competitive Class.

-Pending approval by New York State Civil Service for additional position in the Exempt Class for the **Town of Wawayanda**.

**ADOPTED:** 12/3/19  
**REVISED:** 2/26/21

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
JULY 17, 2023  
ADDENDUM NO. 1**

8. **MOTION** to accept the Federal Fiscal Year 2022 Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding through the Drinking Water State Revolving Fund (DWSRF) for the Village of Warwick’s Lead Service Line Inventory project in the amount of \$575,770 and to authorize the Mayor to sign the Acknowledgement and Acceptance of BIL-LSLR Funding Award.

The vote on the foregoing motion was as follows:

Trustee Cheney \_\_\_\_      Trustee Foster \_\_\_\_      Trustee Collura \_\_\_\_

Trustee McKnight \_\_\_\_      Mayor Newhard \_\_\_\_



# Department of Health

**KATHY HOCHUL**  
Governor

**JAMES V. McDONALD, M.D., M.P.H.**  
Commissioner

**MEGAN E. BALDWIN**  
Acting Executive Deputy Commissioner

June 30, 2023

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

Re: Drinking Water State Revolving Fund  
Bipartisan Infrastructure Law Lead Service Line Replacement Funds  
DWSRF Project No. 19370  
Lead Service Line Inventory  
Village of Warwick, Orange County

Dear Mayor Newhard:

The NYS Department of Health (DOH) has completed an evaluation for Federal Fiscal Year (FFY) 2022 Bipartisan Infrastructure Law Lead Service Line Replacement (BIL-LSLR) funding through the Drinking Water State Revolving Fund (DWSRF) for the project referenced above. I am pleased to inform you that this project is eligible for a BIL-LSLR grant award of up to \$575,770.

This funding determination is based on the criteria as described in Amendment No. 4 to the FFY 2023 DWSRF Intended Use Plan (IUP).

Please note the following with regard to this funding determination:

- This funding award remains in effect through December 31, 2024, by which time a Project Finance Agreement (PFA) must be executed with the New York State Environmental Facilities Corporation (EFC).
- All projects funded through the BIL-LSLR must meet certain applicable programmatic requirements including, but not limited to:
  - Davis Bacon Federal Prevailing Wage rates
  - American Iron and Steel
  - Build America/Buy America (BABA) domestic sourcing
  - Federal Equivalency compliance including National Environmental Protection Act (NEPA) environmental review, federal cross-cutting authorities, disadvantaged business enterprises (DBE), single audit reporting, and surveillance services and equipment procurement, as applicable
  - Federal signage terms and conditions requiring a physical sign at construction sites. Signage guidance is available [Here](#).
  - Compliance with Federal architectural and engineering (A/E) services procurement requirements in order for A/E services to be eligible for reimbursement. A/E services procurement guidance, including the required certification form, is available [Here](#).

- Minority and Women-owned Business Enterprises (MWBE) /Equal Employment Opportunities (EEO)/ Disadvantaged Business Enterprises (DBE) participation
- An updated engineering report may be required as part of the project review process.

This DWSRF/BIL funding award letter is not a formal commitment by DOH & EFC to provide financial assistance. Such a commitment will be reflected in the PFA once executed by EFC and the applicant community. DOH & EFC may deny or otherwise adjust the financial assistance for your project if the project scope or total eligible project cost changes or based upon our review of the complete DWSRF financing application. In addition, financial assistance for your project may only be provided after receiving formal approvals from the EFC Board of Directors and the New York State Public Authorities Control Board.

Please confirm your acceptance of the funding award and intent to proceed with this project by completing and signing the enclosed form and returning it to [design@health.ny.gov](mailto:design@health.ny.gov) no later than **July 21, 2023**. Without your confirmation, we may bypass your project and award these funds to another community.

Our team along with staff at EFC will continue to assist you and your representatives through the financing process. We look forward to working with you on this important public health infrastructure project to ensure that your community has a safe, affordable, and sustainable drinking water system. Please contact me at [stephen.marshall@health.ny.gov](mailto:stephen.marshall@health.ny.gov) with any questions.

Sincerely,



Stephen S. Marshall, P.E.  
Chief, Residential Sanitation Section  
Bureau of Water Supply Protection

ecc: NYSDOH – M. Pan  
NYSEFC – M. Cunningham/R. Walker  
Orange County DOH – S. Gagnon  
Barton & Loguidice – J. Ballard

**ACKNOWLEDGEMENT AND ACCEPTANCE OF BIL-LSLR FUNDING AWARD**

Please confirm your community's acceptance of the BIL-EC funding and intent to proceed with this project by signing below. Please return the completed form and attachments (as appropriate) listed below to [design@health.ny.gov](mailto:design@health.ny.gov) no later than **July 21, 2023**.

**Check the appropriate box:**

- A/E services have already been procured and procurement did comply with federal standards (submit completed A/E Procurement Certification Form)
  - A/E services have already been procured and procurement did not comply with federal standards
  - A/E Services have not yet been procured. A completed A/E Procurement Certification form will be submitted when available
- Provide a copy of any BANS related to the project

**ACKNOWLEDGMENT BY THE AWARDEE:**

DWSRF Project No. 19370  
Lead Service Line Inventory  
Village of Warwick, Orange County

The Awardee intends to proceed with this project and accepts the BIL-LSLR funding award, and acknowledges the programmatic requirements noted above.

\_\_\_\_\_ (Signature of Authorized Representative)  
\_\_\_\_\_ (Print Name)  
\_\_\_\_\_ (Title) \_\_\_\_\_ (Date)