

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MAY 20, 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 Reports – April 2024: Clerk’s Office, Justice Department, Planning Department, 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 ___

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

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. Police Report.

Correspondence

1. NYS Department of Transportation SEQR Determination of No Significant Effect – NY 94/17A Improvements.

Discussion

1. Juneteenth.
2. Village of Warwick Summer Newsletter – Volume 2 Issue 1.

3. NYS Clean Energy Communities Grant Projects.
<https://www.nyserda.ny.gov/All-Programs/Clean-Energy-Communities/High-Impact-Actions>

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 hire Timothy Verboys to the position of Village of Warwick Engineer Intern at 32.5 hours per week for approximately twelve (12) weeks with a start date of May 21, 2024. Rate of pay to be in accordance with the FY23-24 and FY24-25 budget.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

2. **MOTION** to accept the proposal and authorize the mayor to enter into a contract with Ingersoll-Rand Company to provide Planned Care Maintenance & Diagnostics Program on the air compressor systems located at the Micro Water Treatment Plant with a contract period of four (4) years, June 1, 2024 to May 31, 2028 in accordance with the attached fee schedule, as per the recommendation of DPW Supervisor, Michael Moser.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

3. **MOTION** to accept the bid and enter into a contract with _____ for Natural Gas Supply at the fixed price of \$_____ per CCF and authorize the mayor to sign the same. The contract will be for the period of June 1, 2024, to May 31, 2026.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. **MOTION** to accept the bid and enter into a contract with _____ for Electrical Power Supply in the amount of \$_____ per kilowatt hour and authorize the mayor to sign the same. The contract will be for the period of June 1, 2024, to May 31, 2026.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

**5. RESOLUTION INTRODUCING A PROPOSED LOCAL LAW
TO AMEND VILLAGE CODE CHAPTER 141 – "WATER".**

WHEREAS, the Village Board of the Village of Warwick has before it a local law entitled: "A local law amending Village of Warwick Village Code Chapter 141 – 'Water'"; and

WHEREAS, in order to enact the said local law it is necessary to formally introduce it and to hold a public hearing on it,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the proposed local law, and
2. That a public hearing on the proposed local law be set for June 17, 2024 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

_____ 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 hire Megan Desrats to the position of Village of Warwick Office Intern at 20 hours per week for approximately twelve (12) weeks with a start date of May 21, 2024. Rate of pay to be in accordance with the FY23-24 and FY24-25 budget.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

- 7. **MOTION** to grant permission to Village of Warwick Employee, Raina Abramson, to carry over 5 vacation days.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

- 8. **MOTION** to grant permission to The Warwick Community Center to extend the end time of the Warwick Pride Celebration taking place at Veterans Memorial Park on Sunday, June 9, 2024 to 5:00 p.m. instead of 4:30 p.m. and to include six food vendors and 4-6 retail vendors to the event. The vendor and parking plan has been reviewed on location with the Village DPW as stated in the attached map and letter dated May 15, 2024. Request also includes the delivery and installation on Friday, June 7th of 4 staging pieces, a 12’ ladder to be locked to the pavilion, 12 parking cones, 4 extra garbage cans & 4 extra recycling bins and flag poles and clips on Main Street for Pride Flags to be installed by June 7, 2024. Proof of insurance must be received from each vendor prior to the event.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Trustee Collura's Motions

9. **MOTION** to approve the transfer of available appropriations for certain FY2023-24 budget account lines as per the Village Treasurer's memo dated May 15, 2024.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

10. **MOTION** to approve the modification of budget appropriations and revenue for the purchase of 75 Main Street, Warwick, NY as per the Village Treasurer's memo dated May 15, 2024.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

11. **MOTION** to approve the FY2023-24 transfer of \$471,633.55 from the Infrastructure Reserve Account to the General Fund (A2801) for the purchase of 75 Main Street, Warwick, NY 10990 as per the Village Treasurer's memo dated May 15, 2024.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

12. **MOTION** to approve the FY2023-24 transfer of \$250,000 from the General Fund (A9901.9000) to the Infrastructure Reserve Account as per the 2023-2024 Adopted Budget and Village Treasurer's memo dated May 15, 2024.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Trustee McKnight's Motions

13. **MOTION** to refund Nikki Walker in the amount of \$150.00 for a Change of Use Site Plan Waiver Application for a project located at 25 Elm Street due to the application being withdrawn.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

14. **MOTION** to appoint Nikki Delille as Alternate Member to the Zoning Board of Appeals to fill a vacancy with a term ending April 7, 2025.

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



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

May 10, 2024

RECEIVED

MAY 13 2024

**VILLAGE OF WARWICK
CLERK'S OFFICE**

The Honorable Michael Newhard
Mayor
Village of Warwick
PO Box 369
Warwick, NY 10990

**RE: SEQR DETERMINATION OF NO SIGNIFICANT EFFECT (DONSE)
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
PROJECT IDENTIFICATION NO. 8002.24
NY 94/17A IMPROVEMENTS
TOWN OF WARWICK, TOWN OF GOSHEN, VILLAGE OF WARWICK,
VILLAGE OF FLORIDA, VILLAGE OF GOSHEN
ORANGE COUNTY**

Dear Mayor Newhard:

Enclosed please find the SEQR Determination of No Significant Effect (DONSE) for the subject project.

If you have any questions or concerns, please contact Oscar Olarte, P.E., Project Manager, at Oscar.Olarte@dot.ny.gov or (845) 431-5876.

Sincerely,

Mark J. Tiano, P.E.
Regional Design Engineer, Region 8

cc: Holly Frey, Regional Environmental & Landscape Architecture Supervisor
Stephanie Lewison, Regional Environmental Contact

New York State Department of Transportation (NYSDOT)

NOTICE OF DETERMINATION OF NO SIGNIFICANT EFFECT ON THE ENVIRONMENTAL

for

NY 94/17A Improvements

Project Identification Number (PIN) 8002.24

**Town of Warwick, Town of Goshen, Village of Warwick, Village of Florida, and Village of Goshen
Orange County**

DETERMINATION

This notice is a "negative declaration" for the purposes of Article 8 of the New York State Environmental Conservation Law. The New York State Department of Transportation (NYSDOT), as lead agency for this direct action by the State, has determined that this proposed project will not have a significant effect on the environment in accordance with 17 NYCRR Part 15, Procedures for Implementation of State Environmental Quality Review Act.

The project will improve existing transportation conditions at various locations in the municipalities listed above. This project is needed to correct roadway geometric deficiencies, address pedestrian accessibility, improve vehicular safety, alleviate traffic congestion, improve drainage systems, correct embankment failure, and reconstruct culverts.

As part of the project, bluestone sidewalks will be removed within the Village of Warwick Historic District. The Village is in support of this work. Since this work is within the historic district, New York State Historic Preservation Office (SHPO) and the Federal Highway Administration (FHWA) found that the project will have "No Adverse Effect" upon historic resources.

The "No Adverse Effect" finding prevents the project from meeting criterion 17 NYCRR Part 15.14 (d)(6) for Type II projects. This criterion states that a Type II project shall have "**no effect** on any district, site, building, structure or object that is listed, or may be eligible for listing, on the National Register of Historic Places...". Therefore, NYSDOT determined that this project is a SEQRA Non-Type II action. SEQRA Non-Type II actions include actions for which the environmental impacts are not clearly established, so they require an Environmental Assessment (EA).

The project's Project Scoping Report/Final Design Report acts as the project's EA under SEQRA. The proposed project does not meet any of the criteria (listed in 17 NYCRR Part 15.11) for determining that an action might have a significant effect on the environment.

MEMO

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MICHAEL MOSER, DPW SUPERVISOR

SUBJECT: AIR COMPRESSOR SYSTEMS

DATE: MAY 13, 2024

Motion to accept the quote from Ingersoll Rand for the Planned Care Maintenance & Diagnostics Program on village owned Air Compressor Systems per DPW Supervisors Recommendation.

Contract Period is a four (4) year period, June 1, 2024 - May 31, 2028. Two (2) scheduled visits per year.

- **Year 1- \$5,128.08**
- **Year 2- \$5,281.92**
- **Year 3- \$5,440.38**
- **Year 4- \$5,603.59**

**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

AIR COMPRESSOR SERVICE CONTRACT

BUDGETED PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUDGET CODE F-8330-4500	CURRENT LINE BALANCE \$ 9,000.00	24/25 Date: BUDGET
BUDGETED AMOUNT \$ 9,000.00	IF NO EXPLAIN		
#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	4/30/2024	INGERSOLL RAND EDISON NJ (INGERSOLL RAND DIST.)	\$ 5,128.08
2	4/16/2024	AIRMATIC CARLSTADT NJ (NOT I.R. OR A.C DIST)	\$ 4,463.79
3	4/26/2024	IACONO INC (ATLAS COPCO DIST.)	\$ REFUSED TO QUOTE

VENDOR SELECTED

INGERSOLL RAND EDISON NJ

IF NOT LOWEST BID EXPLAIN WHY PAST CONTRACTS WITH I.R. WERE RELIABLE AND PROMPT, WE TRIED AIRMATIC LAST YEAR AND HAD LONG DELAYS IN SERVICE, AIRMATIC SAID IT WAS DELAYS IN OBTAINING PARTS. SO MORE QUESTIONS REVEALED THAT THEY ARE NO LONGER AN ATLAS COPCO OR INGERSOLL RAND DISTRIBUTOR (WHICH EXPLAINS THE DELAYS).

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

IACONO INC (ATLAS COPCO DIST.), REFUSED TO BID CITING TERRITORY PROTECTION BEYOND THE TAPPEN ZEE

EXCEPTIONS TO COMPETITIVE BIDDING

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

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

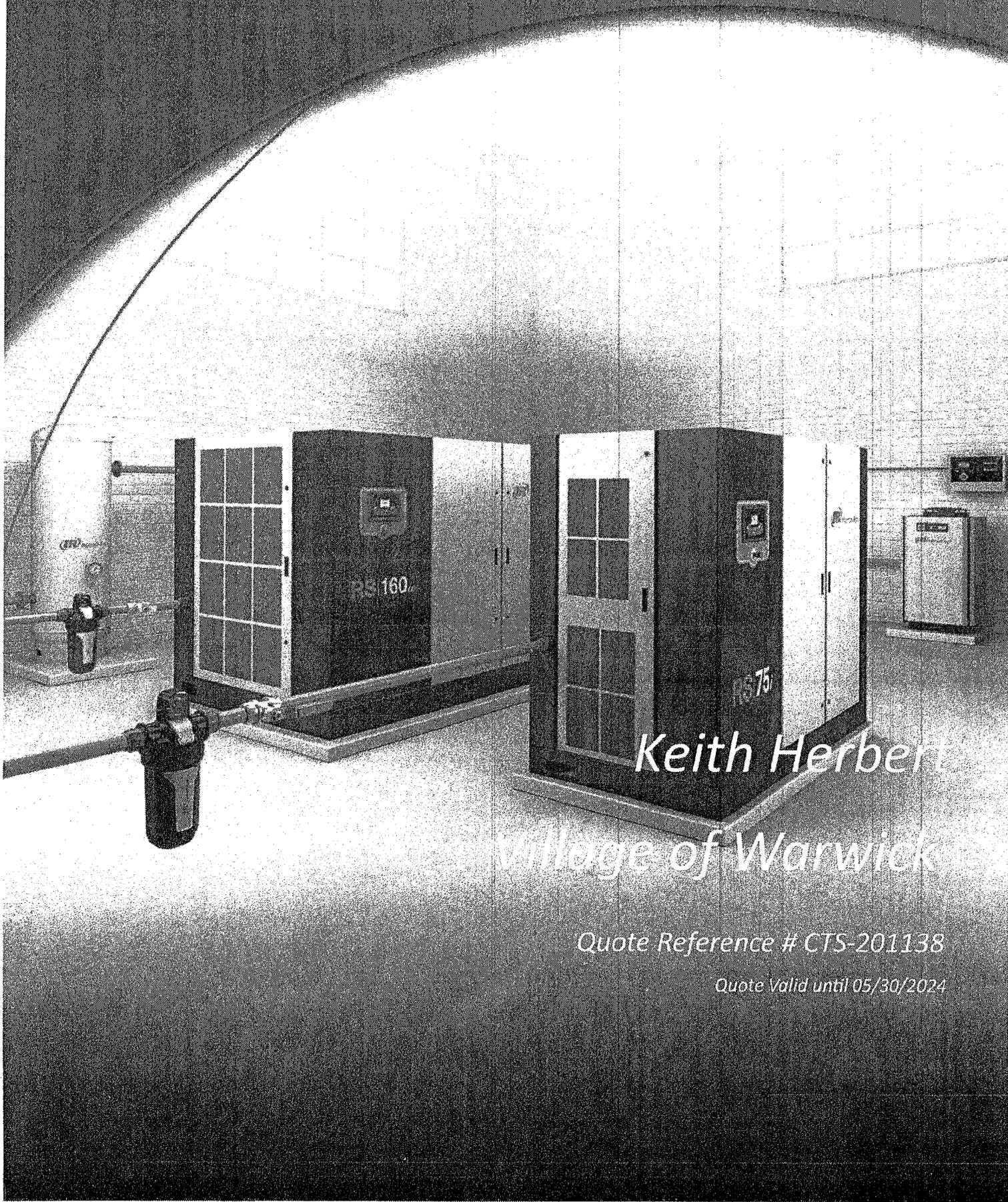
- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

DEPARTMENT APPROVAL

Name/Title: KEITH HERBERT / CHIEF OPERATOR Date: 5/3/2024

Signature: 



Keith Herbert
Village of Warwick

Quote Reference # CTS-201138

Quote Valid until 05/30/2024

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PROPOSAL

Quote Reference# CTS-201138

Quote Prepared on 04/30/2024 | Valid until 05/30/2024

Keith Herbert
Village of Warwick
30 Memorial Park
WARWICK NY 10990
USA
Email: kjhjco@yahoo.com
Ph: 8458660324

Ronnie Buttros
Ingersoll-Rand Industrial US Inc
95 Newfield Ave
Edison NJ 8837
USA
Email: ron_buttros@irco.com
Ph: (908) 482-5221



*Your Trusted Partner in
Compressed Air*



Keith Herbert
Project Manager
30 Memorial Park
WARWICK, NY 10990

Dear Keith Herbert,

Thank you for allowing us the opportunity to quote your compressed air system. For 150 years, Ingersoll Rand has provided products, services and solutions that increase our customer's productivity and efficiency. Ingersoll Rand continues to inspire progress by driving innovation with revolutionary technology - creating new standards for how the world gets work done. Backed by our engineering excellence, we develop rugged, reliable, industry-leading compressor technologies and service programs to keep your business moving.

Sincerely,
Ronnie Buttros
System Engineer

Ronnie Buttros
(908) 482-5221
ron_buttros@irco.com

Village of Warwick
Quote Reference
#CTS-201138



Investment Summary for Village of Warwick (04/30/2024)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	PlannedCARE (Year 1 Price)	1	\$5,128.08	\$5,128.08
	Included Component			
	GX4FF (Ultra FG)	1		
	UP6-5TA5-150 (Ultra FG)	1		

Product/Service Quote Amount	\$5.00
CARE Total Amount	\$5,128.08
Upgrade Option(s) Amount	-
Freight Amount	Included
Total Quote Amount	\$5,128.08

Ronnie Buttros
 (908) 482-5221
 ron_buttros@lrco.com

Village of Warwick
 Quote Reference
 #CTS-201138

PlannedCARE
Preventative Maintenance & Diagnostics Program

Village of Warwick
WARWICK, NY





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, WARWICK, NY, 10990, (hereinafter referred to as "Customer") for Company's PlannedCARE Maintenance & Diagnostics Program for a term of 5 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	Year #5
Annual Price	\$5,128.08	\$5,281.92	\$5,440.38	\$5,603.59	\$5,771.70
Visit/Year	2	2	2	2	2

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Ronnie Buttros
 (908) 482-5221
 ron_buttros@irco.com

Village of Warwick
 Quote Reference
 #CTS-201138



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 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.

Ronnie Buttros
(908) 482-5221
ron_buttros@irco.com

Village of Warwick
Quote Reference
#CTS-201138

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.
 - 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
Name
Title
Effective Date
P.O. #

Signature
Name
Title
Date

PLC100

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Ronnie Buttros
(908) 482-5221
ron_buttros@irco.com

Village of Warwick
Quote Reference
#CTS-201138

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.

Exhibit A: PlannedCARE Work Scopes (Cont'd)

Scroll (If listed as the Equipment)

- ✓ Change air filter per Operator's Manual recommendation
- ✓ Check cooler condition and blow out as needed (Power washing not included)
- ✓ Check condition of belts, adjust tension and/or change as needed
- ✓ Check and clean condensate drains as needed
- ✓ Replace tip seals & face seals, re-grease the bearings and replace brushes (if applicable) per Operator's Manual recommendation
- ✓ Replace check valves (if applicable)
- ✓ All parts & lubricants will be disposed in accordance with local, state and federal OSHA/EP

Belliss & Morcom (If listed as the Equipment)

- ✓ Semi-Annual inspection services include drain, crankcase oil, oil strainer and inlet filter/silencer inspections. Evaluation of compressor operation, stage pressures, temperatures and control responses. Checking all safety devices for compressor
- ✓ 1st, 2nd and 3rd stage PM work includes applicable replacement of piston rings, packing and scrapers. Valve Replacement includes all suction and delivery valves.
 - 6 Month Service - 3rd stage PM work
 - 12 Month Service - 2nd and 3rd stage PM work
 - 24 Month Service - 1st, 2nd and 3rd stage PM work
 - 36 Month Service - 2nd and 3rd stage + valve replacement
 - 48 Month Service - 1st, 2nd and 3rd stage PM work
 - 60 Month Service - 2nd and 3rd stage PM work
 - 72 Month Service - 1st, 2nd and 3rd stage + valve replacement
 - Service Schedule repeats cycle after 72 month service

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® Centac®/ MSG® TURBO-AIR® 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® Centac®/ MSG® TURBO-AIR®

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

END OF THIS AGREEMENT

Ronnie Buttros
 (908) 482-5221
 ron_buttros@irco.com

Village of Warwick
 Quote Reference
 #CTS-201138



Attention: Keith Herbert

Village of Warwick
30 Memorial Park
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) VILLAGE OF WARWICK, 77 MAIN ST
WARWICK, NY, 10990

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.

Ronnie Buttros
(908) 482-5221
ron_buttros@irco.com

Village of Warwick
Quote Reference
#CTS-201138

RE: ***** IMPORTANT ***** SEE CUSTOMER EMAIL BELOW FOR Q839972

Jason Rogers <jrogers@airmaticcompressor.com>

Thu 5/2/2024 3:47 PM

To: Keith Herbert <keith.herbert@h2oinnovation.com>

Cc: Vicki Wilson <vwilson@airmaticcompressor.com>

You don't often get email from jrogers@airmaticcompressor.com. [Learn why this is important](#)

CAUTION: This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Keith,

Hope all is well.

Airmatic is no longer a distributor however very much capable of providing the parts and performing the services. As you may know, we were a distributor for close to 25 years so we haven't missed a beat. If our pricing need to be sharpened, please give us a shout back. Thank you.

Regards,
Jason Rogers

Director of Customer Service

700 Washington Avenue

Carlstadt, NJ 07072

 Logo

 Banner

W. [800.864.7621](tel:800.864.7621) x 2020

F. [201.342.6241](tel:201.342.6241)

jrogers@airmaticcompressor.com

www.AirmaticCompressor.com

***** IMPORTANT ANNOUNCEMENT – JANUARY 2024*****

Airmatic has chosen Kaishan USA as our air compressor partner.

Kaishan is a provider of superior air compressor products, support and value.

Airmatic still provides expert services for Atlas Copco, IR, Quincy, Sullair, and more...

From: Keith Herbert <keith.herbert@h2oinnovation.com>

Sent: Thursday, May 2, 2024 12:12 PM

To: Vicki Wilson <vwilson@airmaticcompressor.com>

Subject: Re: Airmatic Compressor - Quote Followup

Vicki, can you please provide me with current documentation that Airmatic is an Atlas Copco (and / or) Ingersoll Rand Authorized Dealer? I'm trying to get this service contract finalized and just need these last pieces of data, thanks.



www.airmaticcompressor.co
 700 WASHINGTON AVENUE
 CARLSTADT, NJ 07072
 Phone: 800.864.7621
 Fax: 201.342.6241

Quote No:

Q839972

Date: 4/16/2024
 Prepared for: KEITH HERBERT
 Terms: Net 20 Days
 Department: Maintenance Service

Billing Address: AcctNo: AC231005-01

VILLAGE OF WARWICK
 77 MAIN STREET
 WARWICK, NY 10990

Service Address:

VILLAGE OF WARWICK
 30 MEMORIAL PARK DRIVE
 WARWICK, NY 10990

Request: *Good Morning Keith,*

As per your current 1 yr PM agreement has expired with the last visit on 4.5.24, I have prepared the Renewal agreement which would begin with the October 2024 visit.

I know this may seem a bit early, but we are expecting another factory price increase in the next 2 months and I would like to have your pricing locked in under the agreement for the 2024 & 2025 visits. Please note that freight charges are now added into all agreements.

EQUIPMENT:

ATLAS COPCO ATLAS COPCO GXAFF CA1404628
 INGERSOLL RAND UP6-STAS-150

The maintenances will be performed 2x under the agreement and will consist of the following:

A SERVICE

*Replace air and oil filter
 Check the following
 Control system and electrical connections
 Separator differential pressure
 Oil temperature
 Moisture traps
 Regulator
 For air and oil leaks
 Record hour meter readings
 Check Drain valve*

A+ SERVICE

Sub Total: 4,463.79
 Sales Tax: 0.00

AIRMATIC COMPRESSOR SYSTEMS, INC.
 700 WASHINGTON AVENUE
 CARLSTADT, NJ 07072
 Phone: 800.864.7621
 Fax: 201.342.6241

Total Quoted Amount: 4,463.79

All of the above, plus

- Drain & Replace Lubricant
- Replace separator
- Clean coolers
- Test Safety shutdowns and valves
- Check control lines
- Record electrical readings
- Take Oil sample for lab analysis

The services will take place during our normal business hours
M-F, 7:30am-4:30pm. If customer requests these services be
performed outside of the normal hours, the overtime labor will
apply for after hours, weekends, or Holidays.

If during our services or inspections, our technician finds a
problem or needs to replace a part other than what is included
on the Service Agreement, Airmatic will inform the customer of
the services needed.

We thank you for the opportunity to quote and look forward to
providing you with excellent service.

Best Regards,

Vicki Wilson
Maintenance Agreement Manager
Airmatic Compressor Systems, Inc.
Direct: 201.806.3810
Work: 201.342.1300 x 2100
VWilson@AirmaticCompressor.com
www.AirmaticCompressor.com

ItemNo	Desc	Otv	Price	Extended
ORDERNOTES	ORDER NOTES - *** 1ST VISIT OCTOBER 2024 ***	0.00	0.00	0.00
I.SERVICE	I SERVICE - ATLAS COPCO GX4FF CA1404628	1.00	0.00	0.00
I.SERVICE	I SERVICE - INGERSOLL RAND UP6-5TAS-150 CBV259692	1.00	0.00	0.00
ORDERNOTES	ORDER NOTES - *** 2ND VISIT APRIL 2025 ***	1.00	0.00	0.00
A+.SERVICE	A+ SERVICE - ATLAS COPCO GX4FF CA1404628	1.00	0.00	0.00
A+.SERVICE	A+ SERVICE - ATLAS COPCO LINE FILTER PD9	1.00	0.00	0.00
A+.SERVICE	A+ SERVICE - ATLAS COPCO LINE FILTER DD9	1.00	0.00	0.00
A+.SERVICE	A+ SERVICE - INGERSOLL RAND UP6-5TAS-150	1.00	0.00	0.00
I.SERVICE	I SERVICE - INGERSOLL RAND LINE FILTER	1.00	0.00	0.00
SUBTOTAL - Includes Maintenance Parts, Labor, Travel and Freight charges for 2 visits under the agreement				4,463.79

Sub Total: 4,463.79
Sales Tax: 0.00

AIRMATIC COMPRESSOR SYSTEMS, INC.
700 WASHINGTON AVENUE
CARLSTADT, NJ 07072
Phone: 800.864.7621
Fax: 201.342.6241

Total Quoted Amount: 4,463.79

Re: Pm for compressors

David Branscum <david@iaconoinc.com>

Fri 4/26/2024 11:14 AM

To: Keith Herbert <keith.herbert@h2oinnovation.com>

Cc: John Iacono <john@iaconoinc.com>; Matthew Sandolo <matt@iaconoinc.com>; Barry Cheney <cheney@villageofwarwick.org>

CAUTION: This email originated from outside of our organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Keith,

Now that you've explained the situation of the plant being in Warwick. We can't quote you for the pm you have to speak to Airmatic. That area is not our territory. Our territory is anything before the Tappen Zee Bridge. I am sorry for wasting your time. If you should need Airmatics phone number we can provide you with it.

David Branscum

Office: 631-589-6303

Email: David@iaconoinc.com

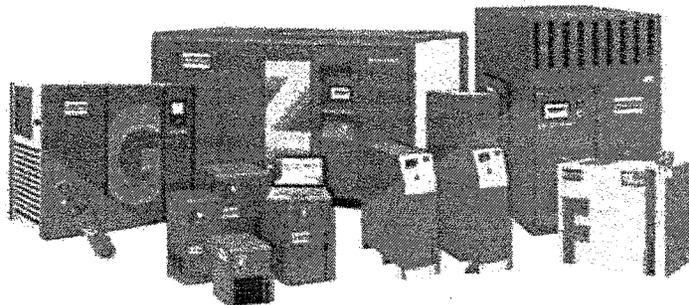
Iacono Inc.

Compressed Air & Vacuum Systems

230 Knickerbocker Ave. Bohemia, NY 11716.

Atlas Copco Authorized Dealer

Atlas Copco



VILLAGE OF WARWICK
LOCAL LAW NO. __ OF THE YEAR 2024

A local law amending Village of Warwick Village Code Chapter 141 – "Water".

SECTION 1. PURPOSE

The purpose of this Local Law is to promote the public health, safety and welfare by amending Village of Warwick Village Code Chapter 141 – "Water".

SECTION 2. MUNICIPAL HOME RULE LAW:

This law is adopted pursuant to the provisions of the Municipal Home Rule Law § 10(1)(ii)(a)(1) which grants local governments the authority to enact local laws regarding the public health, safety and welfare. To the extent the provisions of this Local Law are in conflict with State law, the Village Board hereby asserts its intention to supersede same pursuant to the Municipal Home Rule.

SECTION 3. AMENDMENT OF VILLAGE CODE:

The following amendments are hereby made to Village of Warwick Village Code Chapter 141 – "Water":

1. Throughout all sections and subsections of Chapter 141, the words "Chapter 63, Fees" shall be replaced with the words "the Village's Schedule of Fees".

2. Section 141-7 of Article II is hereby repealed and re-enacted to read as follows:

"§ 141-7 Application required for temporary use of water.

Water required for construction or other temporary purposes where no service currently exists shall only be used after written application to the Board of Trustees for permission to use the same, and the Board shall have the right and power to fix such terms as the Board may deem proper for such temporary use. The fee per application shall be as set in the Village Schedule of Fees. Each request for a temporary use shall require a separate application."

3. Subsections "A," "B," and "E" of Section 141-9 of Article III are hereby repealed and re-enacted to read as follows:

"A. Service pipe from the curb cock to the meter shall be laid at least five (5) inches below the surface of the ground at all points, shall conform to such standards and shall be of such make and type as the Board of Trustees shall direct and shall be of such size as the Village shall deem proper. The minimum size for any service hereafter installed shall, however, be 3/4 inch. Trench bedding and backfill shall be as approved by the Village."

"B. Service pipes from the curb cock to the meter less than two (2) inches in diameter shall be of pure, seamless, soft-tempered Type K copper tubing with Mueller or equal compression water service lead-free brass fittings or as approved by the Village."

"E. One-hundred-sixty-pound test plastic pipe will be allowed from the curb stop to the house for building service. The pipe must be water service plastic pipe approved by the Superintendent of Public Works Supervisor."

4. Section 141-10 of Article III is hereby repealed and re-enacted to read as follows:

"§141-10 Tees and fittings between main and meter prohibited.

No tee or other fitting through which water can be taken will be permitted on the service pipe between the main and the meter unless it is metered separately and written approval is given by the Village."

5. Section 141-11 of Article III is amended to make all spelling of the word "village" within it begin with a capital "V".

6. Sections 141-16 and 141-17 of Article IV are hereby repealed and re-enacted to read as follows:

"§ 141-16 Supply and installation of meter.

(A.) The Village will supply and install one meter, together with necessary meter setter in each property, at the expense of the applicant with the charges therefor to be paid upon submittal of water service application. The installation will include a transmitting device for the collection of usage data. All such meters shall be as specified by the Village and shall not be installed without prior approval of the Supervisor of Public Works.

(B.) In order to request a non-standard meter configuration and equipment the consumer must make written request to the Village Clerk. Upon review by the Village and granting of the request the consumer shall pay a 'Meter Replacement Fee- Consumer Request' in the amount specified in the Village's Schedule of Fees. In the event that the transmitting device is removed necessitating manual meter read the consumer will be assessed the 'Special Meter Reading Fee' prescribed in the Village's Schedule of Fees for each scheduled attempt to read the meter.

§ 141-17 Pipes of consumer to be in proper condition.

In the event that the pipes of the consumer are not in proper condition for the installation of a meter, the customer shall cause said pipes, valves and fittings at the point which said meter is to be installed to be put in proper condition prior to the installation of said meter."

7. Section 141-19 of Article IV is hereby repealed and re-enacted to read as follows:

"§ 141-19 Inaccurate meters; tests; charges for tests.

Where a water meter fails to register the correct quantity of water delivered through it or where it otherwise becomes out of order or in need of repair, notice thereof shall be given the Village. Another meter will then be installed. The Village will cause the meter to be tested and, if the meter test is found to be registering over 3% more water than actually passes through it, no charge will be made for the test and the most recent water bill will be adjusted by the percentage above the allowable 3%. Where the test was requested by the owner and the meter test was within the allowable 3%, the owner will be charged the 'Meter Removal For Testing Fee' as set forth in the Village's Schedule of Fees to cover the cost of removing, testing and resetting the meter."

8. Section 141-21 of Article IV is hereby repealed and re-enacted to read as follows:

"§ 141-21 Tampering with Water Service.

No meter placed by the Water Department shall be tampered with, removed, or defaced. If evidence of tampering exists, the Water Department reserves the right to remove and test the meter for which the customer will be assessed the 'Meter Removal For Testing Fee'.

9. Section 141-23 of Article V is hereby repealed and re-enacted to read as follows:

"§ 141-23 Maintenance of pipes and fixtures.

The owners of premises into which water is introduced by a service pipe shall be required to maintain in perfect order and repair, at the owner's expense, the said service pipe and its fixtures and appurtenances from the curb box to and into the premises including two appropriate type valves located immediately before and after the meter. A pressure reducing device can be installed by the owner on the street side of the meter. The reducing device will be maintained by the owner. Notice of 48 hours is required for non-emergency shutoff or reconnect of the water supply."

10. Subsection "E," of Section 141-32 of Article VIII is hereby amended to delete therefrom the words "after public hearing".

11. Section 141-33 of Article VIII is hereby repealed and re-enacted to read as follows:

"§ 141-33 Cost of service pipes.

A. The cost of service pipes from the main to the curb cock, including the installation of the curb cock, to be paid upon application for water service, including the 'Minimum Per Quarter Service Charge', shall be as set forth in the Village's Schedule of Fees.

B. Fees for taps over one inch or through frozen ground or other unusual obstacles shall be set forth in the Village's Schedule of Fees.

C. Where a service line in excess of 12 feet is required to reach an applicant's property line, an additional minimum fee will be charged as set forth in the Village's Schedule of Fees. Any additional fees incurred, including, but not limited to, fees for drilling or any other costs incurred for additional linear feet shall be paid in advance to the Village. Payment of all fees for drilling, trenching, or tapping shall be made in advance to the Village of Warwick."

12. Sections 141-41 and 141-41.1 of Article IX are hereby repealed and re-enacted to read as follows:

"§ 141-41 Rents, charges and penalties to become lien.

Water rents and charges and penalties thereon shall be a lien upon the real property upon which the water is used and may be collected in accordance with Section 11-1118 of the Village Law.

§ 141-41.1 Responsibility of owner.

Any water billing account serving a premises must be in the name of the owner of the premises receiving service, and the owner of that premises shall be responsible for any amounts due and owing on that account. Upon written request of the owner of the premises, the billing may be directed to a tenant. When this occurs the ultimate responsibility for payment shall remain with the owner of the premises."

13. Section 141-49 of Article XI is hereby repealed and re-enacted to read as follows:

"§ 141-49 Purpose; applicability; intent; minimum standards; policy.

A. Purpose. The purpose of this policy is:

(1) To protect the public water supply system from contamination in accordance with the following documents issued by the New York State Department of Health and as may be amended or reissued: Public Water Supply Guide- Cross Connection Control (dated January 1981) and Guidelines for Designing Backflow Prevention Assembly Installations (dated January 1992).

- (2) To promote the elimination, containment, isolation, or control of existing cross-connections, actual or potential, between the public water supply system and nonpotable water systems, plumbing fixtures and industrial process systems or other systems which introduce or may introduce contaminants into the public water system or the consumer's water system.
- (3) To provide for the maintenance of a continuing program of cross-connection control to prevent the contamination of the public and consumer's potable water supply system.

B. **Applicability.** This article shall apply to all consumers' water systems. The Village may also require cross-connection control devices at the service connections of other permitted public water supply systems served by the Village.

C. **Intent.** This policy will be reasonably interpreted by the Village. It is the intent of the Village to recognize the varying degrees of hazard and to apply the principle that the degree of protection shall be commensurate with the degree of hazard. The following is a minimum:

<u>Degree of Hazard of Facility</u>	<u>Protection Required</u>
Hazardous	Either an air gap or a reduced pressure zone (RPZ) device
Aesthetically objectionable	Double check valve assembly
Non-hazard	Internal plumbing control

D. **General policy.**

- (1) The Village of Warwick shall be responsible for cross-connection control of the public water supply system from contamination due to backflow or back siphonage of contaminants through the customer's water service connection. If, in accordance with Part 5-1.31 of the New York State Sanitary Code, hereinafter referred to as the "code," or in the judgment of the Village or its authorized representative, an approved backflow prevention device is necessary for the safety of the public water supply system, notice will be given to the water customer to install such an approved device immediately. The water customer shall, at his own expense, install such an approved device at a location and in a manner in accordance with the code and all applicable local regulations and shall

have inspections and tests made of such approved device upon installation and as required by the code and this article.

- (2) No person, firm or corporation shall establish or permit to be established or maintain or permit to be maintained any connection whereby a private auxiliary or emergency water supply other than the regular public water supply of the Village or distribution system of said municipality may enter the supply or distribution system of such municipality, unless such private, auxiliary or emergency water supply and use of such supply shall have been approved by the Village. The method of connection shall conform to the rules and regulations of the code and shall be approved by the Village or authorized representatives.
- (3) It shall be the duty of the Village or authorized representatives to cause surveys and investigations to be made of industrial, commercial, and other properties served by the public water supply to determine whether or not actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of record and shall be repeated at least every two years or as often as the Village shall deem necessary. Completion of these surveys is mandatory. Failure to submit a completed survey will be considered a violation of this article and will subject the offending consumer to a discontinuation of water service. Records of such surveys shall be maintained by the Village and available for review for a period of at least five years.
- (4) If ordered by the Village, any owner of property served by a connection to the public water supply or distribution system of the Village shall procure the services of a licensed cross-connection control device inspector for the purpose of verifying the presence or absence of cross-connections, and the Director of Community Development or authorized agent shall have the right to request entry at any reasonable time to any property served by a connection to the public water supply or distribution system of the Village for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. Upon request, the owner, lessees or occupants of any property so served shall furnish to the Village any information regarding the piping system or systems or water use on such property. The refusal of such information, when demanded, shall, within the discretion of the Village, be deemed evidence of the presence of cross-connections, as provided in this article.
- (5) The Village is hereby authorized to direct and request the Department of Public Works to discontinue, and the Department of Public Works is authorized to discontinue, after reasonable notice to the occupant and/or owner thereof, the water service to any property wherein any connection in violation of the provisions of this article is known to exist, and to take such other precautionary measures deemed necessary to eliminate any

danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this article. Immediate disconnection with verbal notice can be effected when the Village or the Department of Public Works is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party can be effected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the Village, or the Department of Public Works or authorized agent(s), such action is required to prevent actual or potential contamination or pollution of the public water supply. Neither the Village, Department of Public Works, nor its agents or assigns shall be liable to any customer for any injury, damages nor lost revenues which may result from termination of said customer's water supply in accordance with the terms of this article, whether or not said termination was with or without notice.

- (6) A backflow prevention device approved by the Village, authorized representative(s), and OCHD shall be installed on service connections to the Village water supply where required at a location and in a manner in accordance with the code and all applicable local regulations and shall have inspections and tests made of such approved device upon installation and as required by the code and this article.
- (7) An approved backflow prevention device shall be installed on each service line to a consumer's water system **where required**, including, but not limited to, situations where the following conditions exist:
 - (a) Premises having auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Village.
 - (b) Upon a change of ownership of property, **where required** and not having an approved backflow prevention device. The new water customer at a subject premises shall install, test, and submit a copy of said test results to the Village within 60 days of the closing for the property.
 - (c) Any action requiring site plan approval from the Village Planning Board. The water customer at a subject premises, **where required**, shall install, test, and submit a copy of said test results to the Village within 60 days of submission of the application to the Planning Board.

- (d) Any new modifications to an existing resident or commercial property requiring a building permit. The water customer of the premises shall, **where required**, install, test, and submit a copy of said test results to the Village within 60 days of receiving the building permit.
- (e) That all new residential and nonresidential water services requiring water from the Village's public water system shall, **where required**, have an appropriate backflow prevention device installed prior to water service activation.
- (f) That all existing nonresidential water services, **including service for irrigation or water only**, which have an approved backflow prevention assembly shall immediately begin, upon written notification from the Village, an annual testing and certification program for their approved backflow prevention assembly.
- (g) That all existing single-family residential water services connected to the Village's public water system shall be, **where required**, required to retrofit the appropriate backflow prevention device as a water meter replacement occurs for each such water service.

14. Subsection "A" of Section 141-51 of Article XI is hereby amended to replace the word "conduction" with the word "conduct".

15. Subsection "C" of Section 141-52 of Article XI is hereby amended as follows:

- (1) In the first line of the section, immediately after the word "Facilities" the words "considered hazardous and" shall be added;
- (2) Following subsection "6", there shall be added a new subsection "7" which shall read: "Commercial Greenhouses, spray irrigation using weedicides, herbicides exterminators", and all following subsections within Subsection "C" of Section 141-52 of Article XI shall renumbered in light of the addition of the new subsection "7".
- (3) Current Subsection "10" shall be amended to add the words "with the use of chemicals" at the end thereof;
- (4) Current Subsection "12" shall be amended to add the words "(Non-Residential)" at the end thereof.

15. Section 141-52 of Article XI is hereby amended to add a new Subsection "E" thereto which shall read as follows:

- "E. Aesthetically Objectionable Facilities. The following types of facilities fall into one or more of the categories of premises where an approved double check valve backflow prevention device may be required by the Village or its authorized representative or the OCHD to protect the public water supply and must be installed at these facilities unless all unacceptable conditions have been eliminated or corrected by other methods to the satisfaction of the Village or its authorized representative and the OCHD:
- (1) Fire protection systems with no chemical additives;
 - (2) Commercial Buildings with complex plumbing systems;
 - (3) Residential Irrigation and sprinkler systems not using any addition of weedicides, herbicides, exterminators;
 - (4) Use of Food Grade Dyes

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE

This local law will take effect immediately upon filing in the Office of the Secretary of State in Albany.



From: Warwick Valley Community Center

May 15, 2024

Re: Warwick LGBTQ+ Pride Event, 2024: Revision to Request to use Veterans Memorial Park Pavilion.

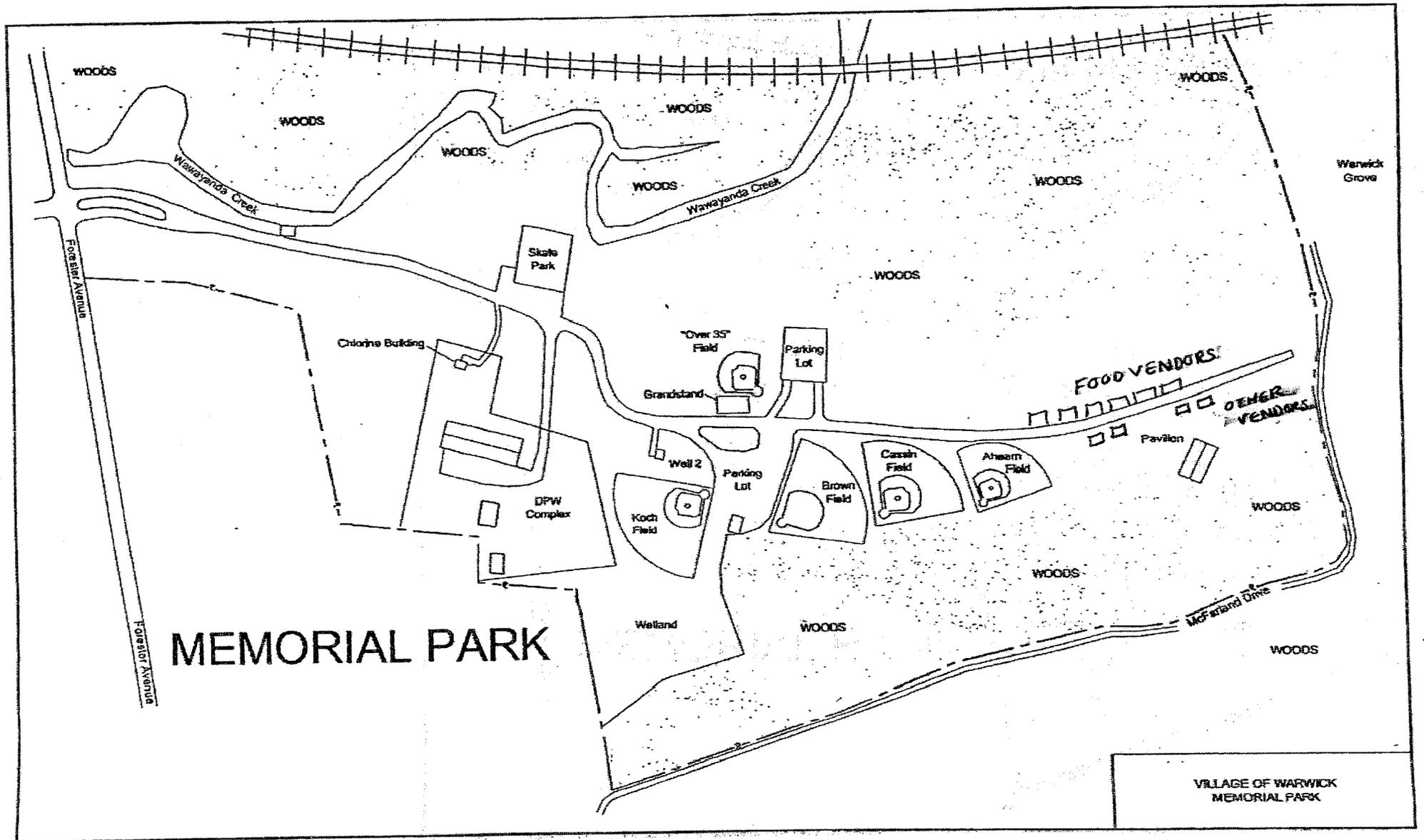
Dear Mayor Newhard and the Village Board of Trustees,

We would like to make the following changes to our initial request for use of Veterans Memorial Park

1. Permission to have six food vendors - Groovy Scoops Ice Cream, TOPS Dogs, Latin-oh Food Truck, Shorte & Sweet, A Taste of Sugar Cuisine, and La Blanquita. And an additional 4 - 6 retail vendors.
2. Each vendor will have a certificate of insurance for the event naming The Village of Warwick and the Warwick Community Band Wagon Inc. as 'Additional Insured,' and food vendors will provide proof of Orange Co. Health Department permit.
3. We are attaching a map of the location of vendor parking, with guidance from the DPW on location.
4. We would like to request the following from the DPW:
 - 4 pieces of staging 4' x 8' to be delivered to Veterans Memorial Park pavilion by Friday, June 7th, and have the pieces screwed together.
 - A 12' ladder to be locked to the pavilion
 - 12 parking cones
 - 4 extra garbage cans, and 4 extra recycling cans to be installed near the pavilion and vendor areas.
 - Flag poles and clips on Main Street for Pride Flags, to be installed by 6/7/24
6. We request a change of end time to 5PM, and anticipate that clean up from the event will be complete no later than 7PM.
7. The week of June 3rd, we request that the lawn at the Community Center be cut, prior to the Pride Celebration.

Sincerely,

Karen Thomas, Director, Warwick Valley Community Center



MEMORIAL PARK

VILLAGE OF WARWICK
MEMORIAL PARK

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



(845) 966-2031
 FAX (845) 966-6884
 mayor@villageofwarwick.org
 clerk@villageofwarwick.org

VILLAGE OF WARWICK
 INCORPORATED 1867

Budget Modification Request

For Board of Trustees Approval - Meeting on 5/20/24

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
A.9060.8000	Hospital & Medical Insurance	114,021.44	7,796.72	ACTUAL VS BUDGET PAYROLL-COVER INTERN PAYROLL	A.1210.1000	Mayor - Personal Service	(478.99)	478.99
				ACTUAL VS BUDGET PAYROLL	A.1355.1000	PT Assessor - Personal Services	(0.08)	0.08
				ACTUAL VS BUDGET PAYROLL	A.1410.1000	Village Clerk - Personal Services	(1,788.10)	1,788.10
				ACTUAL VS BUDGET	A.1440.4000	Engineer - Contracted Services	(5,222.50)	5,222.50
				ACTUAL VS BUDGET	A.1680.4900	Network/IT - Professional Services	(215.00)	215.00
				ACTUAL VS BUDGET	A.5010.4200	Street Admin - Phone/Internet/Cable	(17.84)	17.84
				ACTUAL VS BUDGET	A.7140.4200	Parks - Phone/Internet/Cable	(74.21)	74.21
A.5110.1000	Streets - Personal Service	151,902.73	4,076.91	ACTUAL VS BUDGET PAYROLL	A.7140.1000	Parks - Personal Service	(4,076.91)	4,076.91
A.1325.4550	Treasurer - Office Supplies	429.95	212.74	ACTUAL VS BUDGET	A.1325.2000	Treasurer - Equipment	(212.74)	212.74
TOTAL			12,086.37		TOTAL			12,086.37

WATER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F.1440.4950	Water - Other Engineer Services	840,646.10	143,591.53	To cover sewer bills	F.9901.9000	Water Interfund Transfers	(1,679.62)	132,959.30
				ACTUAL VS BUDGET	F.8310.1000	Water Admin - Personal Service	(2,061.43)	2,061.43
				ACTUAL VS BUDGET	F.8340.1000	Trans/Dist - Personal Services	(8,217.16)	8,217.16
				ACTUAL VS BUDGET	F.9030.8000	Water Social Security	(286.62)	286.62
				ACTUAL VS BUDGET	F.9035.8000	Water Medicare	(67.02)	67.02
TOTAL			143,591.53		TOTAL			143,591.53

SEWER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
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G.9060.8000	Sewer Hospital & Medical Insurance	5,227.52	2,397.76	ACTUAL VS BUDGET	G.8110.1000	Sewer Admin - Personal Service	(2,061.42)	2,061.42
				ACTUAL VS BUDGET	G.8120.1000	Sewers - Personal Services	(110.17)	110.17
				ACTUAL VS BUDGET	G.8120.4200	Sewers - Phone/Internet/Cable	(48.71)	48.71
				ACTUAL VS BUDGET	G.9030.8000	Sewer Social Security	(143.82)	143.82
				ACTUAL VS BUDGET	G.9035.8000	Sewer Medicare	(33.64)	33.64
TOTAL			2,397.76		TOTAL			2,397.76

Respectfully submitted,

Sadie Becker

Sadie Becker
Village Treasurer

Backup Documentation: Negative balance listing

Report Date: 5/15/24

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	60,925.99	0.00	0.00	0.00	478.99-	100.79
A-1325-2000	Treasurer - Equipment	0.00	0.00	212.74	0.00	0.00	0.00	212.74-	0.00
A-1355-1000	PT Assessor - Personal Services	13,240.00	0.00	13,240.08	0.00	0.00	0.00	0.08-	100.00
A-1410-1000	Village Clerk - Personal Services	123,936.00	0.00	125,724.10	0.00	0.00	0.00	1,788.10-	101.44
A-1440-4000	Engineer - Contracted Services	29,500.00	0.00	64,434.35	29,711.85	0.00	0.00	5,222.50-	108.82
A-1680-4900	Network/IT - Professional Services	22,000.00	0.00	24,768.26	2,553.26	0.00	0.00	215.00-	100.88
A-1997-2000	General Govt Equipment & Capital Outlay	0.00	0.00	471,633.55	0.00	0.00	0.00	471,633.55-	0.00
A-5010-4200	Street Admin - Phone/Internet/Cable	8,500.00	95.73	8,388.04	34.07-	0.00	0.00	17.84-	100.21
A-7140-1000	Parks - Personal Service	61,409.00	0.00	69,166.82	3,680.91	0.00	0.00	4,076.91-	106.26
A-7140-4200	Parks - Phone/Internet/Cable	5,800.00	0.00	5,874.21	0.00	0.00	0.00	74.21-	101.28
Fund Total									
		324,832.00	95.73	844,368.14	35,911.95	0.00	0.00	483,719.92-	234.09
F-8310-1000	Water Admin - Personal Service	47,185.00	0.00	50,255.94	1,009.51	0.00	0.00	2,061.43-	104.28
F-8340-1000	Trans/Dist - Personal Services	229,132.00	0.00	261,210.86	23,861.70	0.00	0.00	8,217.16-	103.25
F-9030-8000	Water Social Security	17,132.00	0.00	19,311.25	1,892.63	0.00	0.00	286.62-	101.51
F-9035-8000	Water Medicare	4,007.00	0.00	4,516.10	442.08	0.00	0.00	67.02-	101.51
Fund Total									
		297,456.00	0.00	335,294.15	27,205.92	0.00	0.00	10,632.23-	103.27
G-8110-1000	Sewer Admin - Personal Service	47,185.00	0.00	50,255.36	1,008.94	0.00	0.00	2,061.42-	104.28

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 clerk@villageofwarwick.org

VILLAGE OF WARWICK
 INCORPORATED 1887

Budget Modification Request

For Board of Trustees Approval - Meeting on 5/20/24

For approval to modify the budget appropriations and revenue for the the purchase of 75 Main St

GENERAL FUND

Expenditure Code	Account Description	Reason	Adopted Budget	Modified Appropriation
A1997.2000	General Govt Equipment & Capital Outlay	To purchase 75 Main St	0.00	471,633.55
TOTAL				471,633.55

Revenue Code	Account Description	Reason	Adopted Budget	Modified Revenue
A2801.0000	Interfund Revenues	To purchase 75 Main St	0.00	471,633.55
TOTAL				471,633.55

Respectfully submitted,

S. Becker
 Sadie Becker
 Village Treasurer

Report Date: 5/14/24

CLOSING STATEMENT

SELLER: 75 MAIN STREET WARWICK LLC
PURCHASER: VILLAGE OF WARWICK
PROPERTY: 75 Main Street
Village of Warwick, Town of Warwick, County of Orange, State of New
York - Section 207, Block 5, Lot 15
CLOSING DATE: Thursday, December 21, 2023

PURCHASE PRICE: **\$500,000.00**

CREDITS TO SELLER:

Prepaid 2023 Town of Warwick Tax of \$2,795.74 for 365 days
from 1/1/23 through 12/31/23. Adjust from 12/21/23 through 12/31/23
11 days @ \$7.66/day = \$84.26

Total Credits to Seller: **\$500,084.26**

CREDITS TO PURCHASER:

Down payment: \$25,000.00

Unpaid 2023/2024 Warwick Valley CSD School Tax of \$8,096.87
for 366 days from 7/1/23 through 6/30/24.
Adjust from 7/1/23 through 12/20/23, 173 days @ \$22.12/day = \$3,826.76

Unpaid 2023/2024 Warwick Village Tax of \$2,305.44 for 366 days
from 6/1/23 through 5/31/24. Adjust from 6/1/23 through 12/21/23,
203 days @ \$6.3/day = \$1,278.90

Seller Credit for Tax Penalties – School: \$ 566.78

Seller Credit for Tax Penalties – Village \$ 383.40

Total Credits to Purchaser: **\$31,055.84**

BALANCE DUE SELLER AT CLOSING: **\$469,028.42**

To be paid:

1. \$ 13,155.16 to Orange County Commissioner of Finance – certified funds (2023 Town and 22/23 School re-levy).
2. \$455,873.26 to 75 MAIN STREET WARWICK LLC - certified funds

Buyer's Closing Costs:

3. \$ 2,605.13 to GreenAcre Abstract LLC (title search and insurance charges, deed recording costs)

Funds needed by Village for Closing: \$471,633.55, checks to be paid as follows:

1. \$ 13,155.16 to Orange County Commissioner of Finance – certified funds (2023 Town and 22/23
2. \$455,873.26 to 75 MAIN STREET WARWICK LLC - certified funds
3. \$ 2,605.13 to GreenAcre Abstract LLC (title search and insurance charges, deed recording costs)

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clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

Budget Transfer Request
For Board of Trustee Approval – Meeting May 20, 2024

FY 2023-2024 Transfer from Infrastructure Reserve – Voucher attached for approval signatures.

Transfer \$471,633.55 from Infrastructure Reserve Account to the General Fund (A2801) to cover the purchase of 75 Main Street.

Respectfully submitted,

Sadie Becker
Sadie Becker
Village Treasurer

Report Date: May 15, 2024

CLOSING STATEMENT

SELLER: 75 MAIN STREET WARWICK LLC
PURCHASER: VILLAGE OF WARWICK
PROPERTY: 75 Main Street
Village of Warwick, Town of Warwick, County of Orange, State of New
York - Section 207, Block 5, Lot 15
CLOSING DATE: Thursday, December 21, 2023

PURCHASE PRICE: **\$500,000.00**

CREDITS TO SELLER:

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11 days @ \$7.66/day = \$84.26

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2. \$455,873.26 to 75 MAIN STREET WARWICK LLC - certified funds
3. \$ 2,605.13 to GreenAcre Abstract LLC (title search and insurance charges, deed recording costs)

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VILLAGE OF WARWICK
INCORPORATED 1867

Budget Transfer Request
For Board of Trustee Approval – Meeting May 20, 2024

FY 2023-2024 Transfer per Budget – Voucher attached for approval signatures.

Transfer \$250,000 from General Fund (A9901.9000) to Infrastructure Reserve Account as per the 2023-2024 Adopted Budget.

Respectfully submitted,

Sadie Becker
Village Treasurer

Report Date: May 15, 2024

VILLAGE OF WARWICK

Fiscal Year June 1, 2023 - May 31, 2024

Account Code	Account Description	2024 Appropriation	2023 Modified Appropriation	2023 Actual as of 3/31/2023	2022 Actual	2021 Actual	2020 Actual
SANITATION							
A-8140-1	Storm Sewer/Drainage - Personal Service	7,153	6,865	6,326	5,380	1,764	6,056
A-8140-4	Storm Sewer/Drainage - Contractual Expenditures	17,000	57,000	39,831	7,804	4,874	6,054
A-8160-2	Refuse - Equipment	10,000	15,000	5,500	5,500	9,650	9,000
A-8160-4	Refuse - Contractual Expenditures	50,000	50,000	35,854	33,579	42,449	40,233
	<i>Totals</i>	84,153	128,865	87,512	52,263	58,737	61,343
COMMUNITY ENVIRONMENT							
A-8560-4	Shade Trees - Contractual Expenditures	48,750	38,750	33,807	24,279	25,078	36,746
	<i>Totals</i>	48,750	38,750	33,807	24,279	25,078	36,746
EMPLOYEE BENEFITS							
A-9010-8	State Retirement - Employee Benefits	189,413	165,961	152,945	212,698	181,327	173,804
A-9030-8	Social Security - Employee Benefits	108,816	103,000	74,055	88,554	87,569	85,253
A-9035-8	Medicare - Employee Benefits	25,449	24,089	17,319	20,709	20,480	19,938
A-9040-8	Workers Compensation - Employee Benefits	100,230	100,223	72,192	96,103	103,269	107,624
A-9045-8	Disability Insurance - Employee Benefits	500	1,000	40	75	70	88
A-9050-8	Unemployment Insurance - Employee Benefits	1,000	1,000	-	-	1,127	2,000
A-9060-8	Hospital & Medical Insurance - Employee Benefits	980,000	890,628	666,483	779,615	740,856	685,774
	<i>Totals</i>	1,405,408	1,285,901	983,033	1,197,752	1,134,698	1,074,481
DEBT SERVICE							
A-9730-6	BAN - Principal	-	-	-	-	-	-
A-9730-7	BAN - Interest	-	-	-	-	-	-
	<i>Totals</i>	-	-	-	-	-	-
INTERFUND TRANSFERS							
A-9901-9	Interfund Transfer - Interfund Transfers	250,000	850,000	-	250,000	250,000	250,000
GENERAL FUND TOTAL EXPENDITURES		7,089,852	6,868,469	4,094,042	5,182,937	4,905,519	5,045,876

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VILLAGE OF WARWICK
INCORPORATED 1867

Building and Planning Department

Release Request for Change of Use Waiver Application

May 9, 2024

Requested Payee- Nikki Walker
5 Gnomes Knoll Trail
Vernon, NJ 07462

Re: Change of Use Waiver Application – Withdrew Application

Total Balance: **\$150.00**

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

Best regards,

Kristin Bialosky
Planning Board Secretary

Village Treasurer Approval: _____

Planning

From: N Walker <tabulanj@gmail.com>
Sent: Tuesday, May 7, 2024 9:56 AM
To: Planning
Subject: Re: Planning Board Meeting Tuesday, May 14th 7:30 pm

Hi Kristin,

As per our call I will be withdrawing my application. Please let me know if I will receive my check in the amount of \$150 back.

Thanks,

Nikki Walker

On Tue, May 7, 2024 at 8:58 AM Planning <Planning@villageofwarwick.org> wrote:

Good morning Nikki,

Please go to the link for the Planning Board Agenda: <https://villageofwarwick.org/wp-content/uploads/PB-Agenda-May-14-2024.pdf>

Kindly confirm receipt of this email.

Thank you.

Best regards,

Kristin

Kristin Bialosky

Secretary to Building, Planning, Zoning & AHD&RB

77 Main Street/P.O. Box 369

FY 2023-2024 PLANNING BOARD & ZBA COLLECTION REPORT										TOTAL DEPOSIT	
DATA FROM RECEIPTS WRITTEN											
DATE	TYPE	CUSTOMER	REVENUE CODE	CASH/CHECK	RECPT #	TOTAL FOR DEPOSIT	SECURITY DEPOSIT	EVENT DATE	*SEPARATE ESCROW DEPOSIT	TOTAL DEPOSIT	DEPOSIT DATE
MAY 2024											
5/1/2024	Planning Board Change of Use Application	Ms. Walker 25 Elm St. 5&6	A 2115	923	927088	150.00				150.00	5/1/2024