

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MAY 6, 2019
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Authorization to Pay all Approved and Audited Bills in the amount of \$_____.

Announcement

1. Village of Warwick, Bulk Trash Pick-Up

Privilege of the Floor

(Please limit your comments to **five (5)** minutes. If reading a document, please submit a copy to the Clerk. Please note all remarks must be addressed to the Board as a body and not to individual Board members. Please state your name clearly before speaking). These rules are taken from the Handbook for Village Officials – New York State Conference of Mayors and Municipal Officials.

Motions

Trustee Cheney's Motions:

1. **MOTION** to accept the quote for a 2019 Ford F350 4x4 Regular Cab – W118 Super Duty Vehicle in the amount of \$31,172 from Leo Kaytes Ford, Warwick, NY. Pricing is State Bid and includes Ford Concession. This is a 2018-2019 budgeted item (A5110.2350)
2. **MOTION** to accept the quote for a 2019 Ford F350 4x4 Chassis Cab with Mason Dump in the amount of \$43,568 from Leo Kaytes Ford, Warwick, NY. Pricing is State Bid and includes Ford Concession. This is a 2018-2019 budgeted item (A5110.2350)
3. **MOTION** to accept the quote for a 2020 Ford F350 Bucket Truck from Mobile Lifts, Inc. in the amount of \$85,055. Mobil Lifts, Inc. is a member of the Keystone Purchasing Network; a National Purchasing Cooperative that reduces the cost of acquisition for education and local governments. The organization is equivalent to New York State Bid. This is a 2018-2019 budget expense (A5110.2350) (DASNY Grant \$75,000).

4. **MOTION** to accept the refuse bid from County Waste in the amount of \$185/haul and \$104/ton per thirty yard roll-off box for refuse & no charge, no rebate per thirty yard roll-off box for metal, with a contract period of June 1, 2019 to May 31, 2020 as per the DPW Supervisor's recommendation. The bid opening was held April 12, 2019. Two bids were received per the attached documents.
5. **MOTION** to accept the bid from Coyne Chemical for Potassium Permanganate \$1.8464/lb. (minimum 1 pallet per delivery) with a contract period of June 1, 2019 to May 31, 2020 as per the DPW Supervisor's recommendation. The bid opening was held April 12, 2019.
6. **MOTION** to accept the bid from Slack Chemical for PACL, Sodium Hypochlorite, Sodium Hydroxide (Caustic Dry Beads), Sodium Hydroxide (Liquid Caustic 25%), Totalox, Hydrogen Peroxide 35%, Sodium Bisulfite 38%, Sodium Permanganate 20%, Citric Acid 50%, and Blended Orth Phosphate (prices per the attached document) with a contract period of June 1, 2019 to May 31, 2020 as per the DPW Supervisor's recommendation. The bid opening was held April 12, 2019.
7. **MOTION** to grant permission to Michael Moser, DPW Supervisor, to attend the 2019 Highway School sponsored by the Cornell Local Roads program which will be held at Ithaca College in Ithaca, NY June 2, 2019 through June 5, 2019 at a cost of \$110 for registration, \$498 total for a three night stay at Hotel Ithaca; check in June 2, 2019 and check out June 5, 2019. The total cost incurred is \$608. Agenda is attached, no overtime applies, supervisor vehicle will be used, and no mileage reimbursement applies.

8. Resolution Approving Outside User Agreement

WHEREAS, the Village Board of the Village of Warwick has received a request from Hathorn House, LLC to enter into an Outside User Agreement to provide municipal central water service to certain real property located at 21 Hathorn Road, Warwick, New York 10990, which is designated on the tax map as SBL 52 - 1- 5.2 and which is located outside of the boundaries of the Village; and

WHEREAS, a proposed Outside User Agreement has been prepared, a copy of which is attached hereto, and

WHEREAS, the Village Board is willing to enter into the said Outside User Agreement based on the terms and conditions set forth therein;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the grant of an outside user agreement constitutes a Type II action under the State Environmental Quality Review Act; and
2. That the Village Board hereby agrees to enter into the annexed Outside User Agreement, conditioned upon payment of the required the Water Service Application fee as well as all other applicable fees and compliance with the terms and conditions recited in the Outside User Agreement; and
3. That Hathorn House, LLC, shall submit a TP-584 form and shall be responsible for payment of all fees necessary for recording of the Outside User Agreement in the Office of the County Clerk; and
4. That the Village Board hereby authorizes the Mayor to execute the Outside User Agreement and all documents necessary to effectuate the terms therein.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting	_____
William Lindberg, Trustee, voting	_____
Eileen Patterson, Trustee, voting	_____
George McManus, Trustee, voting	_____
Michael Newhard, Mayor, voting	_____

Trustee Lindberg's Motions:

9. **MOTION** to accept the proposal from Orange and Rockland and authorize the Mayor to sign the Orange and Rockland Application for Outdoor Lighting to install (1) 50 watt LED streetlight on an eight foot arm to hang over the crosswalk of Galloway Road and

Park Avenue at an increased cost to the Village of \$10.18 per month, plus energy and fuel adjustment charges.

10. MOTION to accept the proposal and authorize the Mayor to sign the agreement from Pillar Design Studios for the design of a proposed new skatepark.


DPW Supervisor's Report

Final Comments from the Board

Executive Session (if applicable)

Adjournment

MEMO

TO: MAYOR NEWHARD & THE VILLAGE BOARD
FROM: MIKE MOSER, DPW SUPERVISOR 
SUBJECT: 2019 FORD F350 4X4 REGULAR CAB - W118
DATE: APRIL 30, 2019

Request a motion to accept the Quote for a 2019 Ford F350 4x4 Regular Cab -W118 Super Duty Vehicle in the amount of \$31,172 from Leo Kaytes Ford, Warwick NY. Pricing is State Bid and includes Ford Concession.

This is a 2019 Budgeted Item (A5110.2350)



www.kaytes.com



145 Route 94 South, Warwick, New York 10990 (845) 986-1131 (973) 764-2277

SALES: sales@kaytes.com • SERVICE: service@kaytes.com • kaytes.com

March 12, 2019

Village of Warwick
Warwick, NY 10990

Re: **State Bid** - 2019 Ford SuperDuty - 2 vehicles

As per the attached specifications - here is the pricing for the vehicles requested.

2019 Ford F350 4x4 Regular Cab - W118

Price is \$31172 plus any motor vehicle fees needed

2019 Ford F350 4x4 Chassis Cab w/Mason Dump - 9'

Price is \$43568 plus any motor vehicle fees needed


Upon approval please sign and date - specification sheets to be included with the purchase order.

Contact -

Sean Ryan
Leo Kaytes Ford
845-986-1131
sean@kaytes.com

MEMO

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MIKE MOSER, DPW SUPERVISOR 

SUBJECT: 2019 FORD F350 4X4 CHASSIS CAB W/MASON DUMP

DATE: APRIL 30, 2019

Request a motion to accept the Quote for a 2019 Ford F350 4x4 Chassis Cab w/Mason Dump in the amount of \$43,568 from Leo Kaytes Ford, Warwick NY. Pricing is State Bid and includes Ford Concession.

This is a 2019 Budgeted Item (A5110.2350)



www.kaytes.com



145 Route 94 South, Warwick, New York 10990 (845) 986-1131 (973) 764-2277

SALES: sales@kaytes.com • SERVICE: service@kaytes.com • kaytes.com

March 12, 2019

Village of Warwick
Warwick, NY 10990

Re: **State Bid** - 2019 Ford SuperDuty - 2 vehicles

As per the attached specifications - here is the pricing for the vehicles requested.

2019 Ford F350 4x4 Regular Cab - W118

Price is \$31172 plus any motor vehicle fees needed

2019 Ford F350 4x4 Chassis Cab w/Mason Dump - 9'

Price is \$43568 plus any motor vehicle fees needed

Upon approval please sign and date - specification sheets to be included with the purchase order.

Contact -

Sean Ryan
Leo Kaytes Ford
845-986-1131
sean@kaytes.com

MEMO

TO: MAYOR NEWHARD & THE VILLAGE BOARD
FROM: MIKE MOSER, DPW SUPERVISOR (P)
SUBJECT: 2019 FORD F350 4X4 CHASSIS CAB W/MASON DUMP
DATE: APRIL 30, 2019

Request a motion to accept the Quote for a **2020 Ford f-350 Bucket Truck** from **Mobile Lifts, Inc.** in the amount of \$85,055.00.

Mobil Lifts, Inc. is a member of the Keystone Purchasing Network; a National Purchasing Cooperative that reduces the cost of acquisition for education and local governments. Organization equivalent to NYS Bid.

This is a 2019 Budget Expense (A5110.2350) (DASNY Grant \$75,000)

Mobile Lifts, Inc.

3476 Germantown Pike • Collegeville • PA • 19426-1544
Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
www.mobilelifts.com

Page 1 of 3

Quotation

32402

To:

Michael Moser
Village of Warwick
77 Main Street
P.O. Box 369
Warwick, NY 10990

Quotation Date	4/24/2019
Sales Person	John Abbott
Valid For	30 Days
Telephone	845-986-2031
FAX	

Estimated Shipping Date	Shipped Via	F.O.B	Terms	
90-120 DAYS	BEST WAY	CPU	COD	
Qty	Description	Unit Price	Extension	
1	2020 FORD F-350 2 WHEEL DRIVE 169" WB - 84" CA 6.2L 2-VALVE SOHC EFI V-8 GAS ENGINE TRANSMISSION: TORQSHIFT 6-SPEED TRANSMISSION 4.30 LIMITED SLIP REAR AXLE 14,000 GVW TIRES ALL SEASON 40/20/40 SPLIT BENCH SEAT AIR CONDITIONING EXTRA HEAVY-SERVICE SUSPENSION PACKAGE PTO PROVISION PLATFORM RUNNING BOARDS REAR VIEW CAMERA PREP KIT OXFORD WHITE	30,750.00	30,750.00	
1	BRAND FX FIBERGLASS UTILITY BODY OVERALL LENGTH 132" OVERALL WIDTH 94" PACK DEPTH 20" PACK HEIGHT 42" 1/8" STEEL TREADPLATE FLOOR ALUMINUM ROCK GUARDS FOUR BIN COMPARTMENTS PER SIDE (TWO FRONT VERTICAL, ONE HORIZONTAL ABOVE WHEEL WELL, ONE REAR VERTICAL) STAINLESS STEEL ROTARY PADDLE LATCHES, DOOR HINGES, DOOR STOPS, AND HARDWARE FIBER-GLO ROPE-STYLE LED COMPARTMENT LIGHTS (2) ADJUSTABLE SHELVES WITH DIVIDERS IN EACH FRONT COMPARTMENT (1) ADJUSTABLE SHELF WITH DIVIDERS IN EACH HORIZONTAL COMPARTMENT (4) LOCKING SWIVEL HOOKS MOUNTED IN EACH REAR COMPARTMENT SLOPED ALUMINUM LADDER RACK WITH REAR ROLLER, MOUNTING TBD TWO WHEEL CHOCK HOLDERS	14,370.00	14,370.00	

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By:

Accepted:

Date:

Sign and return Yellow Acceptance copy when ordering.

Thank You!

Mobile Lifts, Inc.

3476 Germantown Pike • Collegeville • PA • 19426-1544
 Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
 www.mobilelifts.com

Quotation

32402

To:

Michael Moser

Village of Warwick
 77 Main Street
 P.O. Box 369
 Warwick, NY 10990

Quotation Date	4/24/2019
Sales Person	John Abbott
Valid For	30 Days
Telephone	845-986-2031
FAX	

Estimated Shipping Date	Shipped Via	F.O.B	Terms
90-120 DAYS	BEST WAY	CPU	COD
Qty	Description	Unit Price	Extension
	MOUNTED CURBSIDE BY WHEEL WELL BOOM REST REINFORCEMENT PLATE TAILBOARD 6" RECYCLED PLASTIC, NOT INSTALLED STEP BUMPER WITH GRAB HANDLE AND CABLE STEP TO ACCESS CARGO AREA AND AERIAL LIFT		
1	DUR-A-LIFT TRUCK MOUNTED AERIAL LIFT INSTALLED MODEL: DTS-29TS TRUCK MOUNTED TELESCOPIC WORKING HEIGHT OF 35' MAXIMUM SIDE REACH OF 20'3" BUCKET CAPACITY OF 350 LBS MINIMUM CHASSIS GVW OF 12,000 LBS 370 DEGREE NON-CONTINUOUS ROTATION FIBERGLASS TOOL TRAY 7X7X16" 12 VOLT DC EMERGENCY BACKUP MOTOR AND PUMP REIKER INCLINOMETER, WIRED FOR TURRET-MOUNTED STROBES REAR AXLE TORSION BAR AND FRONT SPRING LOAD BOOSTERS SIDE HUNG HYDRAULIC LEVEL STANDARD BUCKET 2-YEAR PARTS AND LABOR WARRANTY	32,325.00	32,325.00
1	MISCELLANEOUS OPTIONS:		
1	WALK IN BUCKET WITH DOOR AND TOOL POUCHES	1,355.00	1,355.00
1	PAIR OF STROBES MOUNTED ON TURRET OF LIFT	695.00	695.00
1	BACKUP ALARM INSTALLED	150.00	150.00
1	PINTLE HOOK TOWING PACKAGE WITH TRAILER HOOK UPS	950.00	950.00
1	GO LIGHT REMOTE CONTROL SPOTLIGHT (MAGNETIC MOUNT)	250.00	250.00
1	BOOM SPOTLIGHT INSTALLED WITH CIGARETTE LIGHTER ADAPTOR	210.00	210.00
1	12 VOLT DC BACKUP AUXILIARY DC POWER SOURCE TO POWER LIFTS DC BACKUP MOTOR AND INVERTER WIRED TO TRUCKS ALTERNATOR	1,300.00	1,300.00
1	UP12/2000PC ULTIMATE POWER 2000 WATT PURE SINE WAVE DC TO AC POWER INVERTER INSTALLED IN FRONT, CURBSIDE COMPARTMENT OF	1,850.00	1,850.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By:

Accepted:

Date:

Sign and return Yellow Acceptance copy when ordering.

Thank You!

Mobile Lifts, Inc.

3476 Germantown Pike • Collegeville • PA • 19426-1544
 Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
 www.mobilelifts.com

Quotation

32402

To:

Michael Moser

Village of Warwick
 77 Main Street
 P.O. Box 369
 Warwick, NY 10990

Quotation Date	4/24/2019
Sales Person	John Abbott
Valid For	30 Days
Telephone	845-986-2031
FAX	

Estimated Shipping Date	Shipped Via	F.O.B	Terms
90-120 DAYS	BEST WAY	CPU	COD
Qty	Description	Unit Price	Extension
1	SERVICE BED. OUTLET @ INVERTER AND WIRED TO OUTLET AT BOOM TIP.		
1	EMERGENCY TRIANGLE KIT	25.00	25.00
1	500T FIVE POUND FIRE EXTINGUISHER WITH MOUNTING BRACKETS MOUNTED ON CURBSIDE REAR SERVICE BODY COMPARTMENT	95.00	95.00
1	FIRST AID KIT MOUNTED IN CURBSIDE REAR SERVICE BODY COMPARTMENT	35.00	35.00
1	PAIR STROBE LIGHTS MOUNTED ON STREET AND CURB SIDE REAR CORNER OF SERVICE BODY-TURNED ON/OFF WITH SWITCH CONTROLLING STROBES ON LIFT TURRET	495.00	495.00
1	24" X 24" BASKET COVER WITH LANYARD	153.00	153.00
1	PAIR OF WHEEL CHOCKS	47.00	47.00
Total Quote			85,055.00
Plus Sales Tax (if applicable)			

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By:

Accepted:

Date:

Sign and return Yellow Acceptance copy when ordering.

Thank You!

MEMO

Date: April 24, 2019

To: Mayor Newhard & The Village Board

From: Mike Moser, DPW Supervisor 

Re: Refuse Bid

Motion to accept the refuse bid from **County Waste** for the contract period of **June 1, 2019 to May 31, 2020**. Bid Opening was held April 12, 2019 two bids were received; please see attached.

Price Per 30 Yard Roll-Off Box for Refuse

\$185.00/Haul & \$104.00/Ton

Price per 30 Yard Roll-Off Box for Metal

No Charge, No Rebate

County Waste & Recycling

April 12, 2019

Village of Warwick
Village Hall
77 Main Street
Warwick, NY 10990

RE: Bid Proposal

Dear Board of Trustees:

County Waste-Ulster, LLC. is pleased to propose the following response and pricing to your bid for pick-up and delivery of a 30 yard container for refuse as needed. Please do not hesitate to ask any questions regarding this.

Price Per 30 Yard Roll-Off Box for Refuse
\$185.00/Haul & \$104.00/Ton

Sincerely,



Chris Harrison
District Manager

PROPOSAL FORM

Technician Hourly Rate, Routine N/A

Technician Hourly Rate, Emergency N/A

Service Call Charge (if not included in hourly rate) N/A

Mileage or Vehicle Charge (if not included in hourly rate) N/A

Non principal (assistant) Hourly Rate, Routine N/A

Non principal (assistant) Hourly Rate, Emergency N/A

Other Fees you may charge if not above. 30 yard open tops - \$295 per haul + \$104 per ton disposal

By:


Signature

Louis Scaffidi
Print Name

Interstate Waste Services, Inc.
Company

845-572-3315
Telephone

89 Black Meadow Road, Chester, NY 10918
Address

April 9, 2019
Date

MEMO

Date: April 30, 2019

To: Mayor Newhard & the Village Board

From: Mike Moser

Re: Chemical Bid

Request a motion to accept the Bid from Coyne Chemical for **Potassium Permanganate \$1.8464/lb. (minimum 1 pallet per delivery)** as per the DPW Supervisor's Recommendation. Bid Opening Held April 12, 2019. Contract will be from June 1, 2019 to May 31, 2020.



JCO, INC.

AN ENVIRONMENTAL SERVICES GROUP

P.O. BOX 616 110 SULLIVAN STREET
WURTSBORO, NY 12790
(845) 888-5755

2019/2020 CHEM BIDS

MY RECOMMENDATIONS ARE HIGHLIGHTED IN BLUE.

FACILITY	CHEMICAL	COYNE	SURPASS	SLACK CHEM.	MAIN POOL	WECHSLER
RWTP	PACL	NB	NB	<i>Blue</i> \$3.75	NB	NB
RWTP / MWTP / WWTP	SODIUM HYPOCHLORITE 12.5%	NB	NB	<i>Blue</i> \$1.99	NB	<i>Red</i> \$2.15
WWTP / RWTP	SODIUM HYDROXIDE, (CAUSTIC DRY BEADS)	<i>Red</i> \$5.498	NB	<i>Blue</i> \$5.549	NB	NB
MWTP	SODIUM HYDROXIDE (LIQUID CAUSTIC 25%)	NB	NB	<i>Blue</i> \$2.064	NB	NB
WWTP	TOTALOX	NB	NB	<i>Blue</i> \$11.85	NB	NB
WWTP / RWTP	HYDROGEN PEROXIDE 35%	NB	NB	<i>Blue</i> \$2.84	NB	NB
WWTP	SODIUM BISULFITE 38%	NB	NB	<i>Blue</i> \$2.149	NB	NB
RWTP	SODIUM PERMANGANATE 20%	NB	NB	<i>Blue</i> \$8.65	NB	NB
WWTP	POTASSIUM PERMANGANATE	<i>Blue</i> \$1.8464	NB	NB	NB	NB
MWTP	CITRIC ACID 50%	<i>Red</i> \$6.6161	NB	<i>Blue</i> \$5.59	NB	NB
RWTP / MWTP	BLENDED ORTHO PHOSPHATE	<i>Yellow</i> \$9.9541	NB	<i>Blue</i> \$10.15	NB	NB

INDICATES RECOMMENDED VENDOR ITEM	<i>Blue</i>
INDICATES NOT RECOMMENDED VENDOR ITEM	<i>Red</i>
INDICATES VENDOR PRODUCT DOES NOT MEET SPECS, ITEM REJECTED	<i>Yellow</i>



Chemicals for the Industries Since 1868

George S. Coyne Chemical Co., Inc.

3015 State Road, Croydon, PA 19021-6997

215 785-3000 215 785-1585 FAX 800 523-1230 ORDER ENTRY

April 8, 2019

Raina Abramson, Village Clerk
VILLAGE OF WARWICK
77 Main Street
Warwick, NY 10990

"Bids for Water / Wastewater Treatment Chemicals"

Thank you for the opportunity to submit our proposal on your requirements of Chemicals. We offer:

Citric Acid, 50%	\$6.6161/gal <i>Bidding CMC 150</i>
Orthophosphoric Acid	\$9.9541/gal <i>Bidding CP-722</i>
Sodium Hydroxide (Caustic Soda Dry Beads)	\$.0.5498/dry lb. <i>Minimum 60 bags per pallet per delivery</i>
Potassium Permanganate	\$1.8464/lb. <i>Minimum 1 pallet per delivery</i>

We hope you will find our proposal favorable and that we may be of service to you in this capacity.

Sincerely,

GEORGE S. COYNE CHEMICAL CO., INC.

A handwritten signature in cursive script that reads 'Sherry Dugan'.

Sherry Dugan, Bid Admin. Manager
E-Mail: bidadministration@coynechemical.com

MEMO

Date: April 30, 2019

To: Mayor Newhard & the Village Board

From: Mike Moser, DPW Supervisor

RE: Chemical Bid

Request a motion to accept the Bid from **Slack Chemical** for the following chemicals as per the DPW Supervisor's Recommendation:

PACL

Sodium Hypochlorite

Sodium Hydroxide (Caustic Dry Beads)

Sodium Hydroxide (Liquid Caustic 25%)

Totalox

Hydrogen Peroxide 35%

Sodium Bisulfite 38%

Sodium Permanganate 20%

Citric Acid 50%

Blended Ortho Phosphate

Bid Opening was held April 12, 2019. Contract will be from June 1, 2019 to May 31, 2020.



JCO, INC.

AN ENVIRONMENTAL SERVICES GROUP

P.O. BOX 616 110 SULLIVAN STREET
WURTSBORO, NY 12790
(845) 888-5755

2019/2020 CHEM BIDS

MY RECOMMENDATIONS ARE HIGHLIGHTED IN BLUE.

FACILITY	CHEMICAL	COYNE	SURPASS	SLACK CHEM.	MAIN POOL	WECHSLER
RWTP	PACL	NB	NB	<i>Blue</i> \$3.75	NB	NB
RWTP / MWTP / WWTP	SODIUM HYPOCHLORITE 12.5%	NB	NB	<i>Blue</i> \$1.99	NB	<i>Red</i> \$2.15
WWTP / RWTP	SODIUM HYDROXIDE, (CAUSTIC DRY BEADS)	<i>Red</i> \$5.498	NB	<i>Blue</i> \$5.49	NB	NB
MWTP	SODIUM HYDROXIDE (LIQUID CAUSTIC 25%)	NB	NB	<i>Blue</i> \$2.064	NB	NB
WWTP	TOTALOX	NB	NB	<i>Blue</i> \$11.85	NB	NB
WWTP / RWTP	HYDROGEN PEROXIDE 35%	NB	NB	<i>Blue</i> \$2.84	NB	NB
WWTP	SODIUM BISULFITE 38%	NB	NB	<i>Blue</i> \$2.149	NB	NB
RWTP	SODIUM PERMANGANATE 20%	NB	NB	<i>Blue</i> \$8.65	NB	NB
WWTP	POTASSIUM PERMANGANATE	<i>Blue</i> \$1.8464	NB	NB	NB	NB
MWTP	CITRIC ACID 50%	<i>Red</i> \$6.6161	NB	<i>Blue</i> \$5.59	NB	NB
RWTP / MWTP	BLENDED ORTHO PHOSPHATE	\$9.9541 <i>Yellow</i>	NB	<i>Blue</i> \$10.15	NB	NB

INDICATES RECOMMENDED VENDOR ITEM

Blue

INDICATES NOT RECOMMENDED VENDOR ITEM

Red

INDICATES VENDOR PRODUCT DOES NOT MEET SPECS, ITEM REJECTED

Yellow

**SLACK CHEMICAL COMPANY Inc.**

April 8, 2019

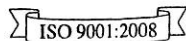
JO-ANN ROME
VILLAGE OF WARWICK
VILLAGE HALL
77 MAIN ST.
WARWICK, NY 10990

Dear JO-ANN,

Thank you for the opportunity to bid your chemical requirements. Listed below, please see the prices quoted by Slack Chemical for your consideration.

<u>PRODUCT</u>	<u>PACKAGING</u>	<u>DELIVERED PRICE</u>
Citric Acid 50%	55 Gallon Drum Drum Deposit	\$5.59 (Minimum 2 Drums) \$45.00 ea. (Refundable)
Sodium Hydroxide Beads (Caustic)	50# Bag	\$0.549/Dry # (2,000-5000#)
Endimal SH (Odor Eliminator)	55 Gallon Drum	NO BID
Hydrogen Peroxide 35% (Slack Ox 35)	55 Gallon Drum	\$2.84/Gallon \$45.00 ea. (Refundable)
Blended Phosphate Solution (Carus 8500)	30 Gallon Drum (345# Drum)	\$10.15/Gallon (Minimum 2 Drums) (\$0.8811/#) Non Returnable Drum
Polyaluminum Hydroxychlorosulfate (PACI) (SternPac 70)	Bulk-Gallon	\$3.75/Gallon (400-1000 Gallons) Pump Off
Sodium Bisulfite 38%	Bulk-Gallon	\$2.149/Gallon (400-540 Gallons)
Sodium Hydroxide 25% (Caustic Soda)	55 Gallon Drum Drum Deposit	\$2.064/Gallon (Minimum 2 Drums) \$45.00ea. (Refundable)
Sodium Hypochlorite	Bulk-Gallon	\$1.99/Gallon (50-500 Gallons)
Sodium Permanganate (Carusol 20)	55 Gallon Drum	\$8.65/Gallon (Minimum 2 Drums) \$45.00 ea. (Refundable)
TotalOX	55 Gallon Drum Drum Deposit	\$11.85/Gallon (Minimum 2 Drums) \$45.00 ea. (Refundable)

These prices will remain firm for the duration of the bid (June 1, 2019 through May 31, 2020).



465 CLINTON STREET • P.O. BOX 30 • CARTHAGE, NY 13619-0030 • TEL. 315-493-0430 • FAX 315-493-3931
SARATOGA DIVISION • 21 GRANDE BLVD. • SARATOGA SPRINGS, NY 12866 • TEL 518-226-0529 • FAX 315-226-0743

www.slackchem.com



ESTABLISHED 1944

Coyne Chemical 819,9541
Blended Orthophosphate
Rejection Reason

VILLAGE OF WARWICK WATER TREATMENT FACILITIES


The Village of Warwick, located in Orange County, New York is requesting bid quotations for the supply of "Blended Phosphate solution" (Ortho-Phosphate). Please refer to the following specifications for bid qualification:

- 1) Companies choosing to bid shall be required to ^{NEVER DONE / NEVER USED} pre-qualify their product by running a full scale evaluation at the water treatment facility, unless bidder has a successful historical performance at all village facilities. Plant personnel reserve the right to disqualify bidders if plant performance criteria is not achieved while using the product.
- 2) The Ortho-Phosphate shall be "Carusol - 8500", or approved equal product, and have the following specifications:
 - a) Appearance = Colorless solution, odorless
 - b) Blend = 50% ortho / 50% poly
 - c) pH = 4.1 +/- .5
 - d) Specific Gravity = 1.38 +/- .03
 - e) Solubility in Water = Miscible with water in all proportions
 - f) Percent Volatile by Volume = 55% (as water)
 - g) Freezing Point = 32 (F)
- 3) Price is to be quoted on a per gallon basis, including freight; fuel charges or otherwise shall be added into the per gallon price, **deliveries must be completed within 5 days from placement of order**. Orders placed will be a minimum of 2 drums; product is to be delivered in 55 gallon closed HDPE drums, via a power tailgate truck, and be delivered in a safe manner, adhering to all safety standards applicable with this chemical. Delivery personnel are responsible for placement of chemical in the proper storage area at each facility. Shipments will be received at various sites throughout the Village of Warwick Water System, Warwick, N.Y. 10990 between the hours of 7 A.M. and 1 P.M. Monday through Friday. Weekend or holiday charges, if any shall be specified. Anticipated consumption is 1,000 gallons per year.
- 4) Supplier shall provide M.S.D.S. product sheets and product must be certified as N.S.F. with supporting documentation also provided. Supplier is to provide a product analysis, if not on file. Additionally, pre approvals must be made by the Orange County Department of Health.
- 5) The name and contact information of the sales representative shall be included with the bid.

Should additional information be required or to schedule a plant visit please contact the Chief Water Treatment Plant Operator, Keith J. Herbert at 845- 866-0324

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MICHAEL MOSER, DPW SUPERVISOR 

SUBJECT: 2019 HIGHWAY SCHOOL

DATE: APRIL 30, 2019

Motion to grant permission to Michael Moser, DPW Supervisor, to attend the 2019 Highway School sponsored by the Cornell Local Roads Program. This will be held at Ithaca College in Ithaca NY June 2 through June 5 at a cost of \$110.00. Reservations will cost \$498.00 for the three night stay at Hotel Ithaca; Check in June 2, 2019 and Check out June 5, 2019. Total cost incurred \$608.00. Agenda attached. No overtime applies. Supervisor Vehicle will be used no mileage Reimbursement applies.

74th Annual Highway School June 3-5, 2019 at Ithaca College.

Highway School

The Highway School features short sessions of general interest in the mornings and 24-28 afternoon workshops lasting 75 minutes each. A partnership with statewide vendors supports the Pothole Picnic on the first day. Over 700 participants, the majority being local highway and public works officials, attend the Highway School every year.

2019 Highway School Topics

- ***Dealing with Water & Drainage***
- ***Winter Maintenance & Snow Plowing***
- ***Emergency Response: Extreme Events, Accidents***
- ***Local Roads Safety Plans***
- ***Pavement Preservation***
- ***Worker Safety Discussion Panel***
- ***Utilities in ROW***
- ***CHIPS and other Funding Sources***
- ***Legal Panel***

OUTSIDE USER WATER AGREEMENT

AGREEMENT made as of the _____ day of May, 2019 between the VILLAGE OF WARWICK, a municipal corporation of the State of New York, with offices at Village Hall, 77 Main Street, Warwick, New York 10990 (hereinafter the "VILLAGE") and HATHORN HOUSE, LLC maintaining offices at 21 Hathorn Rd., Warwick, New York 10990 (hereinafter "HATHORN HOUSE, LLC "),

W I T N E S S E T H

WHEREAS, the VILLAGE has established and presently operates and maintains the Village Municipal Central Water System for the purpose of providing municipal central water service; and

WHEREAS, HATHORN HOUSE, LLC is the owner of premises located in the TOWN OF WARWICK at 21 Hathorn Rd., Warwick, New York 10990, and designated on the tax maps as SBL 52 - 1- 5.2 (hereinafter the "PROPERTY") which is located outside of the boundaries of the VILLAGE; and

WHEREAS, HATHORN HOUSE, LLC has requested that the VILLAGE provide municipal central water service to the PROPERTY under an outside user agreement; and

WHEREAS, the VILLAGE, by duly adopted resolution of the VILLAGE BOARD has consented to enter into such an outside user agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the VILLAGE and HATHORN HOUSE, LLC agree as follows:

1. This Outside User Agreement supersedes and supplants all prior covenants, reservations of rights, contracts, and agreements of any kind, written or oral, by and between the parties, their privies and predecessors in regard to provision of water service to the PROPERTY, and any and all such prior covenants, reservations of rights, contracts, and agreements shall be deemed null and void as of the date of execution hereof.

2. The VILLAGE shall permit HATHORN HOUSE, LLC to connect the PROPERTY to the Village's Municipal Central Water System so as to provide municipal central water service to the PROPERTY. Provided, however, that HATHORN HOUSE, LLC must submit all plans for lines and connections to the VILLAGE for review and approval by the VILLAGE and the VILLAGE's engineer prior to undertaking any work on the said connection.

3. The connection to the VILLAGE's existing municipal central water system shall be made at such a location as the engineer for the VILLAGE shall. All construction of lines and connections shall be subject to review and approval by the engineer for the VILLAGE. Service line beyond the curb stop is the responsibility of HATHORN HOUSE, LLC.

4. HATHORN HOUSE, LLC agrees to pay to the VILLAGE the Water Service Application fee, the Cost of Service Pipes fee and Water Meter Installation fee as established in the Village's Schedule of Fees in effect at the time the work is performed. Further, HATHORN HOUSE, LLC shall be responsible for all costs, including engineering and attorneys' fees, incurred by the VILLAGE in the approval of this agreement and in making the connection of the said property to the VILLAGE's Municipal Central Water System.

5. HATHORN HOUSE, LLC agrees to pay the charges for outside users as prescribed in the VILLAGE's Schedule of Fees, including, without limitation, the cost of operation and maintenance as well as payment for the cost of capital improvements including

repayment of bonded indebtedness. These charges will be sent quarterly to HATHORN HOUSE, LLC, or the successor owner of the PROPERTY, at the address for the PROPERTY and shall be due and payable thirty (30) days after mailing.

6. In the event that HATHORN HOUSE, LLC or the successor owner fails to make timely payment, the VILLAGE may commence litigation to recover any delinquent amounts plus interest at the legal rate in the State of New York. If the VILLAGE recovers a judgment in litigation for collection of payment on delinquent bills, HATHORN HOUSE, LLC or her successor owners shall be responsible for payment of the VILLAGE's legal fees in such litigation. Any such litigation shall be venued in Orange County, New York.

7. This agreement shall inure to the benefit of HATHORN HOUSE, LLC, their successors, heirs and assigns and shall run with the land. Provided, however, that the VILLAGE reserves the right to terminate this agreement on thirty (30) day's written notice service via first class mail to the mailing address for the PROPERTY in the event of failure to timely pay amounts due and owing hereunder and, further, the VILLAGE reserves the right to terminate or suspend this Outside User Agreement in the event that the VILLAGE's water facilities lack sufficient capacity to serve the needs of users within the VILLAGE.

8. Except as may be provided otherwise herein, the provisions of Village Code Chapter 141 shall be applicable to this Agreement and binding upon HATHORN HOUSE, LLC, her successors, heirs and assigns in regard to provision of water service to the PROPERTY

9. The VILLAGE and HATHORN HOUSE, LLC agree that following execution of this agreement by all parties, a fully executed original shall be recorded in the Orange County Clerk's Office and cross-referenced by the County Clerk to the deed for the PROPERTY. The terms and conditions, obligations and benefits shall bind the parties to this agreement, their

successors and assigns. All costs and expenses of such recording shall be borne by HATHORN HOUSE, LLC.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

VILLAGE OF WARWICK

By: _____
Michael J. Newhard, Mayor

HATHORN HOUSE, LLC

By Arkadiusz Kwapinski, Member

STATE OF NEW YORK :
: ss.
COUNTY OF ORANGE :

On the ____ day of May, in the year 2019, before me, the undersigned, a Notary Public in and for the State, personally appeared MICHAEL J. NEWHARD personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK :
: ss.

COUNTY OF ORANGE :

On the _____ day of May, in the year 2019, before me, the undersigned, a Notary Public in and for the State, personally appeared Arkadiusz Kwapinski personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Orange and Rockland Utilities, Inc.
500 Route 208
Monroe NY 10950-9986
www.oru.com

April 26, 2019

Village of Warwick
Attn: Village Clerk

Re: Galloway Rd * crosswalk by Park Ave

To Whom It May Concern:

O&R received a request from Mr. Brian Singer of 62 Galloway Rd that children are walking across Galloway to Park Ave using the crosswalk that is very dark. I explained to Mr. Singer that O&R will only install street lighting on a public roadway if the municipality approves.

Orange and Rockland proposes the following for the Village's approval:

- **Pole 49465/45556** – Install (1) 50 watt LED streetlight on 8' arm to hang over the crosswalk

Increase to the Village will be \$10.18 per month, plus energy and fuel adjustment charges.

If this proposal meets with your approval, please sign the enclosed application and return to my attention by email.

If you have any questions, please contact me at 845-783-5573.

Sincerely,

Teri Johnson

Teri Johnson
Sr Project Manager

RECEIVED

APR 29 2019

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**

Job Number: 20190420123

845-577-3324

390 West Route 59 Spring Valley NY 10977

845-577-3319 Fax

500 Route 208 Monroe NY 10950

845-783-5504 Fax

71 Dolson Avenue Middletown NY 10940

845-342-8939 Fax

Application for Outdoor Lighting

Please circle one: Mr. Mrs. Miss. Ms. Dr. Pres.

Applicant Name: VILLAGE OF WARWICKService Address: GALLOWAY RDTown: WARWICK State: NY Zip: _____

Billing Address: _____

Town: _____ State: NY Zip: _____Pole Number(s): 49465/45556Account Number: 02895 - 96005 Phone Number: () _____ - _____Install: Streetlight(s) 1 Floodlight(s) _____ Power Bracket(s) _____

Luminaire Type	Watt	Delivery Charge*
5,800 sodium vapor	70	\$ _____
9,500 sodium vapor	100	\$ _____
16,000 sodium vapor	150	\$ _____
27,500 sodium vapor	250	\$ _____
46,000 sodium vapor	400	\$ _____
Other: <u>5000 LU LED</u>	<u>50</u>	\$ <u>10.18/MONTH</u>
_____	<u>50</u>	\$ _____
_____	<u>50</u>	\$ _____

***Plus market supply charge, fuel adjustment charge and municipal tax where applicable.**

1. 15 foot bracket, an additional \$.32 per month.
2. Service is for an initial 12-month period.
3. Lights will be installed only on Orange and Rockland poles.

In addition, a **one-time contribution** in the amount of \$ 0 will be required to extend OH/URD facilities to the pole(s) listed and/or to install OH/URD poles.

If this proposal meets with your approval, please sign below and return or fax to my attention at the above location/fax number. If applicable, forward a check or money order made out to Orange and Rockland Utilities for the contribution amount stated above to my attention.

Applicant	Orange and Rockland Utilities
Signature: _____	Signature: _____
Name: _____	Name: <u>Teri Johnson</u>
Date: _____	Date: <u>04/26/2019</u>

PROPOSED SCOPE OF WORK FOR SKATE PARK DESIGN SERVICES

Pillar Design Studios, L.L.C., 1960 W. Hawk Ct., Chandler, AZ 85286, ("Pillar") has prepared this proposal for skate park design services to set forth the process and project responsibilities regarding the proposed skate park project being undertaken by the Village of Warwick, Village Hall, 77 Main Street PO Box 369 Warwick, NY 10990 (the "Client"). Pillar will serve as the Skate Park Designer and Specialist.

Scope of work includes:

- Professional Design Services for a custom Skate Park
- Fundraising Assistance and In-Kind Donation Allocation

PHASE I - Skate Park Planning and Project Management

The Objectives of Phase I are as follows:

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.

I.a – Project Management

- Pillar will perform an analysis of the identified site. Pillar will evaluate the skate park location and condition, as well as identify and evaluate existing design issues, program elements and create a design program for the overall phase that meets the intent of the project goals and objectives.

I.b - Define Scope, Budget and Collection of Materials

- Pillar will provide the Client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team with Skate Park Evaluation and Conceptual Design elements.
- The Client shall provide Pillar with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide Pillar with all available existing and proposed project information as it relates to the master plan improvements in CAD format, this shall include but not be limited to the following items:
 - a. Property lines and project boundaries
 - b. Survey benchmark and basis of bearing
 - c. Easements
 - d. Topography
 - e. Site improvements
 - f. Utility locations
 - g. Vegetation

- The Client shall provide Pillar with a geo-technical containing the locations of all borings, an executive summary, detailed description of the findings and recommendations and a detailed report of the laboratory tests performed. The design team will assist the Client with determining appropriate timing for any needed site survey and geo-technical information, and will assist the Client with securing said services (if applicable) from an appropriate sub-consultant. Pillar will be responsible for evaluating associated data and incorporating the data into the final site analysis and Skate Park design. The cost of the Geo-Technical Report is the responsibility of the Client.
- The Client shall provide Pillar with the proposed construction budget (if applicable) as well as any known in-kind or local costs for materials to be included in the estimate of probable construction costs. This task is not meant for securing in-kind donations, that comes at a later date but rather to have a detailed list of in-kind that has already been pledged.
- The Client shall provide Pillar with a list of all agencies required to review and approve the construction document package.
- The Client shall provide Pillar with any specific details, title blocks, specifications and/or document formatting requirements.
- If any of the above information has not been obtained or is unknown by the Client, Pillar will work with the Client in securing the necessary information needed. Please note any sub-consultants needed will be paid by the Client.

I.c – Project Kick Off Meeting (Phone Conference or Go-to-Meeting)

- The Kick Off Meeting is where all team members are able to set the tone for the project, discuss goals, expectations, scheduling, budgeting.
- Establish the project working relationship with all members of the project design team.
- Review applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Pillar will provide the Client with a Flyer for promotional purposes no later than two weeks prior to the set public input meeting (if applicable).
- Skate Park project. Pillar post preliminary concepts for feedback, flyers for upcoming meetings and events throughout the life of the project.

PHASE II – Schematic Design and Preliminary Estimate

The objectives of Phase II Are:

- Offer three design concepts similar in size and budget to assist during the design process.
- Conduct design review meetings
- Provide final master plan concept
- Provide preliminary estimate of probable construction cost
- Provide Final Skate Park design graphics in 3D format
- Provide 3D fly through video of the final concept
- Establish In-Kind donation allocation and funding assistance

II.a – Skate Park Conceptual Designs

- Pillar will provide three (3) conceptual designs similar in size and budget to assist during the design process. These designs are intended to aid the design process and cultivate ideas, and establish likes, dislikes and wants.

II.b - Design Review Meeting

- Pillar and the Client will discuss limitations, exceptions and advantages of the site prior to the design review meeting.
- Design Review Meeting: The Client and the design team, as well as anyone else the Client deems necessary, will meet to discuss the Skate Park conceptual designs.

II.c - Skate Park Conceptual Designs

- Based on the information obtained from the kick off meeting, design review meeting and social media. Pillar will prepare a maximum of three conceptual Skate Park designs illustrating the overall layout and fit within the proposed site and budget. Pillar will:
 - Develop a maximum of three (3) conceptual Skate Park designs.
 - Incorporation of amenities (if applicable)
 - Prepare preliminary cost estimates
- The conceptual designs will be provided in both plan and 3 dimensional views.

II.d –Design Review Meeting (Phone Conference, Go-To-Meeting)

- Pillar will discuss the conceptual designs with the Client and anyone else the Client deems necessary, as well as provide the online - social media feedback that has been received. (If applicable)
- Once a direction has been established and agreed upon, Pillar will incorporate the social media comments and begin to shape designs.
- The conceptual designs will show the final Skate Park design and its relationships to the existing sites in general detail.
- Conceptual designs will be uploaded to social media channels to allow for users and community members to provide feedback.
- Possible Additional Services – Public Input Meeting
- A separate design meeting with local skaters can be conducted via Go-To-Meeting at no extra cost.

II.e - Final Skate Park Master Plan

- Pillar will prepare one final conceptual design based on the comments from the Client Review Meeting and users input.
- The conceptual design shall show the final Skate Park design, proposed master plan improvements and their relationships to the existing site in general detail.
- Preliminary and Final Concepts will be provided in plan and 3d perspective views.

II.f – Skate Park Fly-Through Video

- Once the final design has been approved, Pillar will provide a 3D fly through video of the overall Skate Park design and its surroundings.

II.g - Preliminary Estimate of Probable Construction Cost

- Using such information from local contractors and materialmen as the Client shall provide Pillar shall provide the Client with an estimate of probable construction cost for the proposed Skate Park and master plan improvements. It is expressly understood that such estimate shall be Pillar's good faith, best approximation of cost but shall in no way be binding or guaranteed.

II.h - In-Kind Donation Allocation

- Pillar is the leading name when it comes to incorporating in-kind donations. We will provide a detailed material list with specific quantities, labor, volunteers and donations that will aid in-kind donation solicitation.
- The Project Manager will also be available to speak with any potential donors and clarify needs in terms of quantities, labor, materials, etc.

II.i –Fundraising Assistance and Tools

- Pillar will provide forms, templates and information to help move the Client's fundraising efforts forward.
- Pillar will use our social media channels to engage the community and spread the word.
- Pillar staff will be available, at no extra cost to the Client, to answer questions and offer tips and advice when it comes to securing Grant funding/submissions.
- Pillar staff will be available to the Client until the monetary goal has been reached.

ADDITIONAL SERVICES

Public Input Meeting and Site Visit

- The design trip will include two separate meetings plus a site visit:
- Site Visit: The Client and Pillar Representative will visit the project site and discuss the master plan and any impacts on the existing site.
- This meeting will serve as an introduction of sorts, it gives the community and users alike a chance to meet Pillar's design team, ask questions about Pillar's experience and discuss the Skate Park project in-depth. The meeting will be structured to cover two main points: Intro and Design Input.
- Design Team Intro and User Request
 - a. Design team introduction; It gives the community and users alike to meet Pillar's design team, ask questions about Pillar's experience and discuss their Skate Park project in-depth.
 - b. Pillar will discuss the users needs/wants.
 - c. Surveys will be distributed that will provide feedback needed for Pillar's analysis.

- This section of the meeting is meant to cultivate and grow the users' ideas, get them on paper and provide a starting point for Pillar's Design team.
 - a. Pillar will provide three concept designs, that are similar in size and budget to begin discussions and aid in the flow of conversation. Please note these designs will not be site specific but merely a depiction of what can be done.
 - b. The lead design and project manager will walk the skaters/user groups through the designs discussing the reasoning behind the flow, style, etc.
 - c. Pillar will employ an open format that allows attendees to engage directly with its design staff. Using visual aids, small group sketch sessions and video tools to engage the local users.
 - d. Social media links as well as hashtags will be given out to provide an outlet for further discussion regarding design intent.
- A typical design input workshop takes 2 to 3 hours.
- Please note the site visit and public input meeting are completed on the same day.

Project Assumptions

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2016.
- All spreadsheet documents will be generated using Microsoft Excel, 2016
- All CAD files will be generated with AutoCAD 2008.
- Pillar has not retained a Surveyor, Geo-technical Engineer, Landscape Architect or Professional Engineer for this Phase.
- The Client shall provide Division 1 Specifications, Bidding and Agreement Forms/Bonds, Conditions of the Contract, and any other non-technical specification.
- Additional meetings, if required and approved by the Client, will be billed at our normal hourly rates per the attached Pillar 2019 Action Sports Rate Sheet.
- Additional plan sets, if required and approved, will be billed at our normal in-house, or out-of-house duplication rates per the attached Pillar 2019 Action Sports Rate Sheet.

Project Fees

Fees for the Services detailed in this proposal for Skate Park Design Services are outlined below. The fees, though based on man hours per task, are presented as lump sum not to exceed amounts. In the event that the scope of work changes,

Pillar reserves the right to re-negotiate the fees as listed herein. Reimbursable expenses are included in the fee below.

The fees listed below include preparation of plans one time only. Changes to the plans and/or design made by the Client and/or reviewing agencies, which could not reasonably be anticipated by Pillar Design Studios, will be completed upon Client approval on a time and materials basis.

SKATEPARK DESIGN, PLANNING AND CONSTRUCTION SERVICES

PHASE I	Planning and Project Management	\$1,500.00
PHASE II	Schematic Design	\$5,000.00

Add Service – Site Visit – Public Input Meeting \$3,500.00

The Project will be invoiced as follows:

One Invoice upon signature	\$1,500.00
One Invoice upon completion	\$5,000.00

Contract Provisions

1. The compensation due Pillar Design Studios, LLC. for the work to be performed hereunder shall be set forth in Project Fees above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Pillar Design Studios, LLC. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Pillar Design Studios, LLC. to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within fifteen (15) days of receipt of such billing by the Client. . Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). Likewise, in the event that any remission of funds received by Pillar under this agreement is required, payment of the same shall be due fifteen (15) days after a written demand for repayment is received by Pillar and interest thereafter on any unpaid sums due and owing shall accrue at 1 3/4 percent interest per monthly (21.0% A.P.R.)
3. Any cost estimates provided by Pillar Design Studios, LLC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Pillar Design Studios, LLC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Pillar Design

Studios, LLC. should be listed as the Skate Park Designer and/or Landscape Architect (as applicable). Provided, however that the Client shall not be subject to any claim, liability or monetary damages for failure to list Pillar in publications. In addition, this contract represents non-exclusive approval by the Client for publication of the project by Pillar Design Studios, LLC.

5. The Client shall be permitted to retain physical copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to retain electronic copies of drawings and specification in the event the project must be completed by others as Pillar Design Studios, LLC is in default under this agreement. The drawings and specifications shall not be used by the Client on another project.
6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Pillar Design Studios, LLC. to safe keep or provide documents to Client, Pillar Design Studios, LLC. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Pillar Design Studios, LLC. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Pillar Design Studios, LLC..
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) consecutive days or more, or upon instruction by Client to Pillar Design Studios, LLC. to suspend activity on the project, Pillar Design Studios, LLC. shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and Pillar Design Studios, LLC. shall be re-negotiated prior to resumption of work by Pillar Design Studios, LLC. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, via certified mail return receipt requested to the addresses listed above, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Pillar Design Studios, LLC's failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) days written notice by either party.
10. Laws of New York shall control any proceedings arising in the transaction described herein.
11. Pillar Design Studios, LLC. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00 and general liability insurance in an amount not less than \$1,000,000.00/\$2,000,000.00.

12. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
13. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

Acceptance

If this proposal meets with your approval, please sign and return to our office. If you have any questions regarding our scope and or fee please contact Brad Siedlecki at 480.285.6787 or brad@pillardesignstudios.com

When accepted, this proposal will serve as a mutual commitment between Pillar Design Studios, LLC. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

By signing below, you are accepting the terms and condition listed above.
Pillar Design Studios, L.L.C.

Date: 05/6/2019

By: 
Brad Siedlecki, Principal
Pillar Design Studios, L.L.C.

VILLAGE OF WARWICK

Date: _____

By: _____
Michael Newhard,
Mayor