

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
NOVEMBER 4, 2024
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: October 21, 2024

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 ___

Correspondence

1. Reply from Orange County Department of Planning regarding proposed Local Law to enact Chapter 115 entitled "Short Term Rental Property".
2. Report from Village Engineer, Keith Woodruff on the petition for a zone change at 1 Galloway Heights Road and 4 Overlook Drive.
3. Letter from Planning Board Chairperson, Jesse Gallo, requesting revisions to the Village Code.

4. Letter from The Warwick Valley Chamber of Commerce regarding the annual Warwick Valley Farmers Market - Holiday Market on Sunday, December 22, 2024, from 9 a.m. to 2 p.m. in the Kuiken Brothers Company parking lot.
5. Letter from Village resident Raey Webster regarding the village streets.

Discussions

1. Community Choice Aggregation.
2. Clean Energy Communities Project Funding.
3. Park Funding received from the Town of Warwick.
4. 2025 RAISE Funding Application.

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 approve payment #1 in the amount of \$19,142.50 to TAM Enterprises, Inc. for the Well #3 Water Treatment Project for work including bonds, insurance and submittals per the recommendation of Village Engineer, Pitingaro & Doetsch. Funds are appropriated in budget code F8330.2350.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

2. RESOLUTION APPROVING NYS DOT LAND ACQUISITION
BY EMINENT DOMAIN

WHEREAS, the New York State Department of Transportation (“DOT”) is undertaking a highway improvement project in the Village of Warwick; and

WHEREAS, the DOT has commenced eminent domain proceedings (Proceeding 15372, PIN 8002.24.201, S.H. 1736, Map 16, Parcel 19) to acquire a certain small portion of Oakland Avenue at First Street identified as Map 16 Parcel 19 on the Appropriation Map from the Village; and

WHEREAS, in regard to the said proceedings, DOT has made an Offer of Settlement to the Village of One Thousand One Hundred and Fifty and 00/100 Dollars (\$1,150); and

WHEREAS, the Village Board finds that the proposed taking is for a public purpose and that the Offer of Settlement constitutes fair and adequate compensation for DOT’s acquisition of title to the property at issue.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board accepts the Offer of Settlement received from the DOT in regard to the said portions of Oakland Avenue, Main Street and on Maple Avenue; and
2. That the Mayor is hereby authorized to execute the Agreements for the acquisition of title to the said property by DOT through eminent domain and any documents necessary to carry out their provisions and to secure payment for the Village.

_____ presented the foregoing resolution which was
seconded by _____,

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

3. **MOTION** to confirm the Village of Warwick's commitment to provide funding in the amount of \$203,691 towards the Streetlight Acquisition Project as part of the Community Resiliency, Economic Stability, and Technology Program (CREST) and authorize the Mayor to sign the CREST Application. Funds are appropriated in the FY 24-25 budget code A5182.2000.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

4. **MOTION** to confirm the Village of Warwick's commitment to provide funding in the amount of \$734,500 towards the Patriots Path at Veterans Memorial Park as part of the Local Community Assistance Program (LoCAP) and authorize the Mayor to sign the LoCAP Application. Funds are appropriated in the FY 25-26 budget code A7140.4900.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

5. **MOTION** to allow Chris Bennett to attend the Grade 'A' Compliant Lab Course on November 19, 2024, at the Wallkill Town Hall, 99 Tower Drive, Building A, Middletown, NY from 8:30 a.m. to 3:00 p.m. The course is a hands-on Grade 'A' Compliant lab Course sponsored by the Hudson Valley Water Works Conference. The cost is \$85.00 per person. Funds are appropriated in Budget Code F8340.4750.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

6. **MOTION** to authorize the Mayor to enter into a Temporary Revocable License Agreement with the Warwick Grove Homeowners Association and their snow removal contractor, Wright Brothers Landscaping, to allow two pieces of motorized equipment to be parked inside the fenced area of the sewage pump station located off Mistucky Circle for the period of November 1, 2024 – May 1, 2025.

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

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

Trustee Foster’s Motions

7. **MOTION** to advertise and receive proposals from qualified consultants or contracted special project coordinators for the Safe Streets for All initiative.

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 Lions Club to ring bells for the Salvation Army at the business locations of 33-37 Main Street on December 7, 8, and 15, 2024, between the hours of 10:00 a.m. and 4:00 p.m. Proof of proper insurance has been received.

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

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

9. Resolution for the Unpaid Village of Warwick FY 2024-2025 Tax Collection

Whereas; according to Real Property Tax Law § 1436, on or before November 1, the tax collecting officer must deliver an account of the unpaid taxes to the Board of Trustees; and

Whereas; attached is an account describing each parcel of real property upon which taxes are unpaid, the person or persons in whose name the property is assessed, and the amount of unpaid tax totaling \$57,567.74 for the FY 2024-2025 Village of Warwick tax collection; and

Whereas; the Village Board of Trustees has compared the Village Clerk’s account of the FY 2024-2025 unpaid taxes with the original FY 2024-2025 tax roll, and has determined that the account is accurate; and

Whereas; each member of the Village Board shall execute the attached certificate which recites that the account and the tax roll have been compared and found to be correct and that the total amount of taxes unpaid for FY 2024-2025 is \$57,567.74; and

Whereas; the signed certificate and account describing each parcel of real property upon which taxes are unpaid, the person or persons in whose name the property is assessed, and the amount of unpaid tax totaling \$57,567.74 for the FY 2024-2025 Village of Warwick tax collection will be returned to the Orange County Commissioner of Finance’s Office prior to November 15th in the year in which the levy is made; and

Whereas; these facts must also be included in the official minutes of the Village of Warwick; and

Whereas; within 15 days of the tax collecting officer delivering an account of the unpaid taxes to the Board of Trustees, the Board must file the tax roll and warrant in the office of the Village Clerk. A copy of the tax roll must be permanently retained as a public record.

Now, therefore, be it resolved that the facts set forth in the foregoing paragraphs are hereby included in the official minutes of the Village of Warwick and that the Village Board shall undertake the actions described therein.

_____ 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 Collura’s Motions

10. **MOTION** to authorize the Mayor to enter into an Agreement for Repayment of Water and Sewer Charges with the property owner at 100 Main Street, Warwick, NY in the amount of \$3,282.57 (\$1,857.17 for water & \$1,425.40 for sewer) to be paid in 4 quarterly installments and authorize the Mayor to sign the same.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Trustee McKnight’s Motions

11. **MOTION** to advertise and receive bids for the installation of a roof-mounted photovoltaic system at the Village of Warwick Department of Public Works Central Garage. Project is contingent upon receipt of funding through NYSERDA’s Clean Energy Communities (CEC) Program.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment



Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

Alan J. Sorensen, FAICP
Commissioner

www.orangecountygov.com/planning
planning@orangecountygov.com

County Reply – Mandatory Review of Local Planning Action as per NYS General Municipal Law §239-l, m, &n

Local Referring Board: Warwick Village Board

Referral ID #: WRV05-24M

Applicant: Warwick Village Board

Tax Map #: Village wide

Project Name: Local Law to enact Chapter 115 entitled “Short Term Rental Property”

Proposed Action: Local Law to enact Chapter 115 entitled “Short Term Rental Property”

Reason for County Review: Zoning Code amendment

Date of Full Statement: September 30, 2024

Comments:

The Department has received the above referenced local law to require registration and permitting of short-term rental of dwelling units within the Village of Warwick and enacting regulations for the administration of and enforcement of the said registration and permitting requirement. This office has found no evidence that significant intermunicipal or countywide impacts would result from its approval. We would like to offer the following advisory comment:

- **§ 115-5 Grant of Permits for Short-Term Rental Property:** The Village should clarify the intention of proposed §115-5(4)(iii), as this section states that permits should “state the number of bedrooms *and in* the residence and identify any other approved sleeping quarters.” This indicates that the application should list the number of bedrooms and other approved sleeping quarters. However, it also implies that the application should include other additional information.

County Recommendation:

Local Determination

Date: October 7, 2024

Prepared by: Kate Schmidt
Planner


Alan J. Sorensen, FAICP
Commissioner of Planning

As per NYS General Municipal Law 239-m & n, within 30 days of municipal final action on the above referred project, the referring board must file a report of the final action taken with the County Planning Department. For such filing, please use the final action report form attached to this review or available on-line at www.orangecountygov.com/planning.

OCT 25 2024

VILLAGE OF WARWICK
CLERK'S OFFICE



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

October 23, 2024

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

ATT: MAYOR MICHAEL NEWHARD

Re: 4 Overlook Dr & 1 Galloway Heights Rd Zone Petition
Section 214, Block 10, Lots 4.1 & 1
W.O. #1803.12

Dear Mayor Newhard and Trustees:

We have reviewed the petition to amend the zoning for the properties located at 4 Overlook Drive and 1 Galloway Heights Road as prepared by Robert Krahulik on behalf of Warwick Commercial Properties LLC on October 2, 2024. We provide the following comments:

1. The location of the subject properties are shown on the attached zoning map and aerial photograph. Warwick Commercial Properties LLC seeks to extend the adjacent General Commercial (GC) zoning district in a southerly direction to include the 0.35-acre property (4 Overlook), and westerly to include the 0.34-acre property (1 Galloway Heights).
2. The current office use of the building located at 4 Overlook Drive is consistent with the GC regulations and with the current commercial uses on the adjoining property located at 2 Overlook Drive.
3. The building located at 1 Galloway Heights Road is currently vacant, with the prior tenant utilizing the space for business/professional office space, which is consistent with the GC zoning regulations.
4. No construction or land disturbance is proposed at this time. If the Board approves the change to GC zoning, any proposed future changes to the building, parking lot, infrastructure, or uses on the site would be reviewed by the Building Department and/or Planning Board. Possible environmental impacts could include increased noise, traffic, and utility use.
5. Village Attorney Stephen Gaba has provided you with a letter dated October 17, 2024 that discusses the legal aspects of the petition. On page 4 of his report, Mr. Gaba raises a question regarding the distance from the subject property to NYS Route 17A; the distance to both properties is less than 500 feet, and therefore a referral under GML 239-m is required.

RECEIVED

OCT 23 2024

**VILLAGE OF WARWICK
CLERK'S OFFICE**

4 Overlook & 1 Galloway Heights Zone Change Petition

6. The Plan of Property included with the petition application as prepared by Schmick Surveying, dated June 13, 2023, details a proposed lot line change for the subject parcels with adjacent parcels, also owned by the project sponsor. This lot line change and site plan will require formal review and approval from the Village Planning Board. As such, and as elaborated within Mr. Gaba's letter, the application should be provided to the Planning Board to begin the SEQRA review prior to the Village Board taking action on the zone change.

7. Additionally, the subject property owner has unfinished business with the Village Planning Board. In January 2020, Warwick Commercial Properties appeared before the Planning Board to discuss field changes being made during construction at 2 and 4 Overlook Drive. These changes included modifications to the layout, grading, impervious coverage, and landscaping of the projects. The applicant informed the board at that meeting that he would submit updated plans, drainage calculations, and as-built information for the Planning Board's review and approval. It is my understanding that this information has not yet been provided.

Sincerely,
Engineering & Surveying Properties, PC, Village Engineers



Keith Woodruff, CPESC, CPSWQ
Senior Engineer

Legend

 Village Boundary

Zoning Districts:

 Central Business (CB)

 Residential (R)

1 Galloway Heights Road



4 OVERLOOK DRIVE

ZONING MAP



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



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

VILLAGE OF WARWICK
INCORPORATED 1867

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OCT 30 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

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

Re: Request for Changes to the Village Code

Dear Mayor Newhard and Village Trustees:

Through the Planning Board's recent review of various applications, it has been identified that areas of the Village Code should be reviewed by the Village Board for potential revision. At a regularly scheduled Planning Board meeting held on October 8, 2024, two such areas of the Village Code were discussed in detail: the timing of Zoning Board of Appeals variance expiration and the flood damage prevention law. I will address each in turn.

Expiration of Variances by the Zoning Board of Appeals:

At present, the Village Code reads as follows:

§ 145-152 (L) - Unless construction is commenced and diligently pursued with six (6) months of the date of the granting of a variance or special permit, such variance shall become null and void.

Over the past several months, there have been several applicants requiring both area variances and site plan approval. The limited time for a granted variance presents a challenge as even a straightforward or minor application for site plan can extend several months prior to approval. In the absence of an extension mechanism, there is a potential that an applicant's variance would expire prior to receiving required site plan approval or Village Board approval, if required, even though the applicant pursued applications diligently and in good faith. The harsh consequence is that the applicant would be required to start anew with the Zoning Board of Appeals at additional time and expense.

We recommend the following language be considered to revise the Village Code:

Expiration. Unless otherwise specified, any order or decision of the Zoning Board of Appeals shall expire if a building or occupancy permit for the use is not obtained by the applicant within 180 days from the date of the decision. Should the proposal also require approval from the Village of Warwick Planning Board and/or Village Board, the 180-day expiration window shall run from the date of final Planning Board and/or Village

Board approval. In all cases, the Zoning Board of Appeals may extend this time for one additional period of 90 days if such extension is warranted by the particular circumstances.

Any order or decision for proposals not requiring a building permit shall expire if a Certificate of Occupancy is not obtained within 180 days of the Zoning Board of Appeals order or decision.

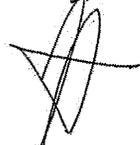
The Planning Board believes such amendment will allow applicants to go through the timely and proper review process without fear of an unnecessary variance expiration.

Flood Damage Prevention Law:

Under the Village's Flood Damage Prevention Law (Chapter 69), the Planning Board is the appointed Local Administrator of Floodplain Development Permits. Floodplain Development Permits frequently involve technical review beyond the knowledge base of the Planning Board members. We recommend that the Building Inspector be designated as the Local Administrator under the law. This is consistent with other surrounding area municipalities (Town of Warwick, Village of Greenwood Lake, Town of Chester and Village of Florida). The Village Engineer could be authorized to assist in such reviews when necessary. The Planning Board anticipates the added workload to be minimal based on the history of permit applications received. We further recommend that the Village evaluate whether the law needs to be updated to reflect changes to flood standards.

We thank the Village Board for its consideration of the above recommendations.

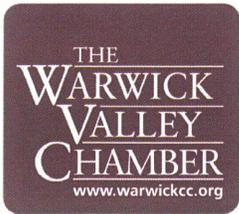
Sincerely,



Jesse N. Gallo
Chairman

Village of Warwick Planning Board

Cc: Kristin Bialosky, Planning Board Secretary
Elizabeth Cassidy, Attorney to the Planning Board
Keith Woodruff, Village Engineer
John Graney, Chair of the ZBA
Ashley Torre, Attorney to the ZBA



THE WARWICK VALLEY CHAMBER OF COMMERCE
75 MAIN STREET WARWICK, NY 10990
(845) 986-2720
INFO@WARWICKCC.ORG
WWW.WARWICKCC.ORG

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

RECEIVED

OCT 30 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

Honorable Mayor Newhard and Village Trustees,

This letter is to inform you that the Warwick Valley Farmers Market will be hosting its annual holiday market featuring many of its beloved vendors at the Kuiken Brothers lot on December 22nd, 2024 from 9 a.m. to 2 p.m. weather permitting.

Attached is a COI for the use of the space.

Please do not hesitate to reach out to us if you have any further questions,



Stefanie Keegan Craver
Executive Director
Warwick Valley Chamber of Commerce

From: Raey Webster <raeyw@warwick.net>

Sent: Thursday, October 31, 2024 10:00:00 AM

To: Michael Newhard <mayor@villageofwarwick.org>

Cc: Michael 'Mike' Moser <dpwsupervisor@warwickvillage.org>; CathyS <dpw@villageofwarwick.org>; Cheney <Cheney@villageofwarwick.org>; Mike Moser <dpwsupervisor@villageofwarwick.org>

Subject: Village Streets

Michael,

I've been in Warwick 48 years and I would like to congratulate you and the DPW as the village streets, that I drive on, are the best I've ever seen.

Thank you

Raey

Sent from my iPad

Raey Webster



October 31, 2024

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

**Re: Warwick Village Well #3 Water Treatment Plant
General Contract Payment Application #1**

Dear Mayor Newhard and Trustees:

Please let this letter serve as background for the above-mentioned payment application.

We have reviewed the Application for Payment #1 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of October 30, 2024, the project is 25% through submittals as reflected in the payment application.

The Contractor has also requested 25% for bonds and insurance. The project's Technical Specifications, Section 01290 – Payment Procedures-Item 6, allows for the payment of these items at a rate of 25% per month for the first four months of the project.

We recommend the approval of the payment of \$19,142.50. The balance amount to close the project, including retainage, is \$1,176,857.50.

Should you have any questions or require anything further in this matter, please contact our office.

Very truly yours,

Jason A. Pitingaro, PE
President

JAP/AB/lk

AIA Document G702[®] - 1992

Application and Certificate for Payment

TO OWNER: Village of Warwick 77 Main Street, Warwick, NY	PROJECT: Well #3 WTP	APPLICATION NO: 001	Distribution to:
		PERIOD TO: October 31, 2024	OWNER: <input type="checkbox"/>
FROM	VIA	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
CONTRACTOR: TAM Enterprises, Inc. 114 Hartley Road, Goshen, NY 10924	ARCHITECT: Pitingaro & Doetsch 20 Industrial Drive Middletown, NY 10941	CONTRACT DATE:	CONTRACTOR: <input type="checkbox"/>
		PROJECT NOS: 2431 / /	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

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

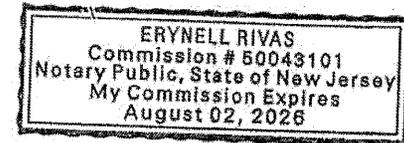
1. ORIGINAL CONTRACT SUM	\$1,196,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$1,196,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$20,150.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G703)	\$1,007.50
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$1,007.50
6. TOTAL EARNED LESS RETAINAGE	\$19,142.50
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$19,142.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,176,857.50
(Line 3 less Line 6)	

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

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

CONTRACTOR: _____
 By: B. T. J.
 State of: New Jersey
 County of: Bergen
 Subscribed and sworn to before me this 29th day of Oct, 2024
 Notary Public: _____
 My Commission expires: 8/2/26

Date: 10/29/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$19,142.50

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

ARCHITECT: _____
 By: [Signature]
 Date: 10/30/2024

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

AIA® Document G703® – 1992

Continuation Sheet

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

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

APPLICATION NO:

001

APPLICATION DATE:

October 31, 2024

PERIOD TO:

October 31, 2024

ARCHITECT'S PROJECT NO:

Pitingaro & Doetsch

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G÷C)			
1	Bonds and Insurance	29,900.00	0.00	7,475.00	0.00	7,475.00	25.00%	22,425.00	373.75
2	Submittals	50,700.00	0.00	12,675.00	0.00	12,675.00	25.00%	38,025.00	633.75
3	Mobilization/Demobilization	22,183.00	0.00	0.00	0.00	0.00	0.00%	22,183.00	0.00
4	Demolition of Existing Treatment Building and Well Pump	51,047.00	0.00	0.00	0.00	0.00	0.00%	51,047.00	0.00
5	Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and all other items specified	267,460.00	0.00	0.00	0.00	0.00	0.00%	267,460.00	0.00
6	Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections by others	140,810.00	0.00	0.00	0.00	0.00	0.00%	140,810.00	0.00
7	Furnish and Install SCADA panel and system.	34,602.00	0.00	0.00	0.00	0.00	0.00%	34,602.00	0.00
8	Furnish and Install UV system and appurtenances.	85,294.00	0.00	0.00	0.00	0.00	0.00%	85,294.00	0.00
9	Furnish and Install an 80-kw natural gas generator with weather	57,890.00	0.00	0.00	0.00	0.00	0.00%	57,890.00	0.00

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User Notes:

(3B9ADAA8)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
	enclosure and compatible ATS including natural gas piping. Electrical Connections by others								
10	Furnish and Install a chemical injection system	26,275.00	0.00	0.00	0.00	0.00	0.00%	26,275.00	0.00
11	Furnish and Install cartridge filter housings	86,198.00	0.00	0.00	0.00	0.00	0.00%	86,198.00	0.00
12	Furnish and Install a flow meter turbidity analyzer chloriner residual analyzers chart recorders pressure gauges a pressure transmitter and all other instrumentation specified	101,585.00	0.00	0.00	0.00	0.00	0.00%	101,585.00	0.00
13	Furnish and Install a mini split system electrical unit heaters and an exhaust fan and louver.	23,953.00	0.00	0.00	0.00	0.00	0.00%	23,953.00	0.00
14	Furnish and Install a ductile iron pipe and fittings.	64,354.00	0.00	0.00	0.00	0.00	0.00%	64,354.00	0.00
15	Furnish and Install a shower and eyewash station combination unit	6,190.00	0.00	0.00	0.00	0.00	0.00%	6,190.00	0.00
16	Furnish and Install ADA compliant bathroom	12,176.00	0.00	0.00	0.00	0.00	0.00%	12,176.00	0.00
17	Furnish and Install all water supply piping and	7,208.00	0.00	0.00	0.00	0.00	0.00%	7,208.00	0.00

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 User Notes:

(3B9ADA08)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
	drainage piping								
18	Start-up	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00	0.00
19	Punch List	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00	0.00
20	Close out	7,475.00	0.00	0.00	0.00	0.00	0.00%	7,475.00	0.00
21	Stated Allowance for Unforeseen Items	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$1,196,000.00	\$0.00	\$20,150.00	\$0.00	\$20,150.00	1.68%	\$1,175,850.00	\$1,007.50

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Name of Claimant: TAM Enterprises, Inc
Name of Customer: TAM Enterprises, Inc
Job Location: Well #3 WTP

Owner: Village of Warwick
Date Through: October 31, 2024

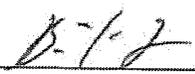
Exceptions: _____

Unconditional Waiver and Release Signature

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed above, the Releases or Waivers of Lien attached hereto, include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens or encumbrances or the right to assert fees or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

The claimant has received the following progress payment: \$0.00

The current payment amount is: \$19,142.50

Claimant's Signature: 
Claimant's Title: Vice President
Date of Signature: 10/29/2024



KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MACMILLAN, P.E.
Regional Director

October 25, 2024

Village of Warwick
77 Main Street
P.O. Box 369
Warwick, NY 10990
Attn: Mayor Michael Newhard

Subject Property: 7 Oakland Avenue, Warwick, NY 10990-1328

**Re: PIN 8002.24.201
SH 1736; Warwick Village - Galloway Street,
Oakland Avenue, Maple Avenue
Map(s): 16
Parcel(s): 19
Village of Warwick
Town of Warwick
Orange County**

Dear Village of Warwick:

The New York State Department of Transportation (NYSDOT) is progressing the above captioned project and we are now able to extend an offer of just compensation to you for your property as described in the attached map(s). Our offer, based on the amount of our highest approved appraisal, is **\$1,150.00 (One Thousand One Hundred and Fifty and 00/100 dollars)**.

To assist you with your review of our offer, enclosed please find the following documents:

- 1) **EXPLANATION OF ACQUISITION & OFFER OF SETTLEMENT (ROW 265-1)**
- 2) **HOW PROPERTY IS ACQUIRED IN NEW YORK STATE (ROW 432a)**
- 3) **ACQUISITION FACT SHEET (ROW 431a)**
- 4) **APPROPRIATION MAP(S)**: This map depicts the area and interest the Department is acquiring. The map became official upon filing with the Department of Transportation on **September 23, 2024**. After you have had a reasonable opportunity to consider the offer stated above, we will record this map with the County Clerk's Office where the property is located whereupon title will transfer from you to the State of New York; you will be notified of this by personal service or certified mailing of a Notice of Appropriation and map.
- 5) **PLAN SHEET**
- 6) **DESCRIPTION OF PROJECT**
- 7) **AGREEMENTS**: By law, you may receive your compensation either as an advance payment on your claim by signing and returning the enclosed Agreement for Advance Payment, or as a full settlement of your claim by signing an Agreement of Adjustment and Release of Owner (which will be provided upon request).

(a) If you sign the enclosed Agreement for Advance Payment, you may collect the amount stated on the agreement, plus applicable interest, and negotiate for additional compensation, if warranted and justified. The Agreement for Advance Payment provides you with the right to file a claim with the Court of Claims, within a three-year period from the date the Department delivers you a Notice of Appropriation. Your failure to file a claim in the Court of Claims within the three years shall be automatically deemed an acceptance of the amount paid as full settlement of your claim.

(b) If you sign the Agreement of Adjustment and Release of Owner, this settles your claim for the offered amount, plus applicable interest, and waives your right to file a claim in the Court of Claims. Please note that this agreement is not included in this offer package but is available upon request.

For either type of agreement, please execute all four (4) originals in the presence of a notary public. Keep one original for your file and return the other three (3) in the enclosed postpaid envelope.

- 8) **INTEREST SUPPLEMENT TO AGREEMENT (ROW 21-8)** – This is an informational sheet explaining how interest is calculated on the offered amount and will be attached to the agreements if applicable to your specific appropriation.
- 9) **REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)** – This form is used to collect your Social Security/Tax Payer Identification number.
- 10) **RESOLUTION** – to be completed by designated officer(s) or proper part(ies) to execute the agreements and closing papers on your behalf.
- 11) **SELF-ADDRESSED STAMPED ENVELOPE (SASE)** for return of the signed agreements and other completed documents.

Please be advised that before we can issue a check for your property, the following steps must be completed:

- (a) The Department must take title to the property by recording the appropriation map with the County Clerk where the property is located.
- (b) The Department must receive three (3) copies of the signed agreement from you containing original signatures, signed in the presence of a notary (retain one (1) for your records). The agreement must be approved by the Commissioner or his/her designee and, in certain instances, the Office of the New York State Comptroller.
- (c) IRS Form W-9 must be properly executed and returned.
- (d) The Department must verify payment of taxes for Tax Map Parcel **211-8-1.2**. *Note that if a tax was a lien on the date of vesting, proof of payment of all installments is required.

Any additional required documents needed to issue payment not already included in this package will be provided to you after the Department receives a signed agreement.

Please also note that pursuant to New York State Eminent Domain Procedure Law §304(e)(2), the Department may make a deposit in the amount of our highest approved appraisal of your property if federal funds are involved in the project and the Department determines that it is necessary to proceed with a construction contract without delay. Such a deposit complies with federal laws, rules, and regulations. You will be notified if a deposit has been made and you may apply to receive the deposited funds.

I will contact you soon to further discuss the materials enclosed and answer any questions you may have. In the meantime, should you wish to contact me, I can be reached at 845-437-5156 or by e-mail at charlene.laday-hill@dot.ny.gov . Thank you.

Sincerely,



Charlene L. LaDay-Hill
Real Estate Specialist 1

Enclosures

cc: Acquisitions Management Bureau, POD 41
File

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
REGION 8

EXPLANATION OF ACQUISITION/OFFER OF SETTLEMENT

PIN: 8002.24.201 **PROC#:** 15372 **DECL:** 1462
SH: 1736 **PROJECT:** Warwick Village – Galloway Street, Oakland & Maple Avenues
COUNTY: Orange **TOWN/CITY:** Warwick **VILLAGE:** Warwick
MAP(S): 16 **PARCEL(S):** 19
CLAIMANT(S): Village of Warwick

EXPLANATION OF ACQUISITION

Map 16 Parcel 19 is a FEE with four sides & an area of 80± square feet (sf). Irregular in shape, the FEE area is located on the corner of Route 17A/94 (Oakland & Maple Avenues). The FEE area starts from the Point of Beginning (P.O.B) on the Highway Boundary (HB), moving south 26± feet (ft), then angles northeast 13± ft, then north 14± ft, moving west 4± ft back to the P.O.B. The FEE is needed for a highway improvement.

Offer of Settlement

1. Direct Damages	\$ 1,150.00
2. Indirect Damages	\$0.00
3. Rental Value - Temporary Easement	\$0.00
<i>Total Damages - Just Compensation</i>	\$ 1,150.00

Description of Project

The New York State Department of Transportation is preparing to acquire real property for a planned state project that will include pavement, intersection, pedestrian, and drainage improvements on sections of Routes 94 & 17A in the Town and Village of Warwick, Village of Florida, and Town and Village of Goshen.

The above value represents the amount of our highest approved appraisal, developed in accordance with appraisal standards as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). If you are satisfied with our explanation of the acquisition and wish to settle your claim with the State, you may request that we send you the Agreement of Adjustment and Release of Owner for execution. If you wish to leave your claim open and still collect the offered compensation, you may execute all three of the enclosed Agreement for Advance Payment documents, keeping one for your records and returning two in the self-addressed envelope provided. Once we receive your signed agreement and the closing papers have been completed and processed, payment can be made to you.

Please note that, in making this offer and any subsequent payment, the Commissioner of Transportation and the State of New York reserve certain rights, as explained in this paragraph. If, in the course of the construction of this project or the use or occupation of the property by the State or its authorized agents, it is discovered that hazardous or contaminated materials are present on any portion of the property in which the State is acquiring an interest, and such condition requires remediation by the Department of Transportation and/or some other State agency, the Commissioner and the State shall have the right to assert any claim, fine or penalty authorized by law against you or any other person or entity who owned, occupied or used the property, or caused such contamination, prior to the State's acquisition. This includes the right to assert a claim against any payment made pursuant to either of the enclosed Agreements or any subsequent payment, including any court award or settlement.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

AGREEMENT FOR ADVANCE PAYMENT

PIN **800224201**

PROC **15372**

PROJECT **SH 1736, Warwick Village-Galloway Street, Oakland and Maple Avenues**

MAP(S) **16**

PARCEL(S) **19**

COUNTY **Orange**

TOWN/CITY **Warwick**

VILLAGE **Warwick**

THIS AGREEMENT, made this _____ day of _____, _____, between

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

hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **One Thousand One Hundred Fifty and 00/100 Dollars (\$1,150.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.
6. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.
7. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

8. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

9. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

10. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment, made hereunder.

11. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant:

Village of Warwick

BY: ✓

Name

ITS: ✓

Title

STATE OF NEW YORK

COUNTY OF ✓ _____) ss.:

On the ✓ _____ day of ✓ _____ in the year ✓ _____, before me, the undersigned, a Notary Public in and for said State, personally appeared

✓ _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

✓

(Notary Public)

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PROPERTY ACQUIRED BY APPROPRIATION
INTEREST SUPPLEMENT TO AGREEMENT**

Lawful interest will be paid on the amount you are entitled to receive under this Agreement. State law governs the amount of interest you are entitled to and how that interest is calculated.

Interest payments are determined as follows:

1. Interest shall begin to accrue on the amount payable to you under this Agreement from the earlier of:
 - a. The transfer of title to the State by the filing of an appropriation map in the office of the County Clerk in the County where the property is located; or
 - b. The date upon which the State or its contractors enter the property for construction purposes, if title has not been already transferred to the State by the filing of the appropriation map as in a. of this paragraph.
2. Interest shall be paid at a rate established by statute. Current law applying to your claim requires that, unless the State has deposited the amount you are entitled to receive under this Agreement into a Special Eminent Domain Account (the "Special Account"), the State will pay interest at a rate not to exceed 9 per cent per annum (simple interest and not compounded). If your money has been deposited into the Special Account, you will be paid interest at a rate to be determined by the State Comptroller based upon the rate of interest earned by the Special Account during the period of deposit. Please note that the rate of interest earned by the Special Account may be significantly less than 9%.
3. The State is not required to pay interest, and interest will be suspended on the amount due under this Agreement, if:
 - a. You notify the State in writing that you reject the offer of compensation contained in this Agreement; or
 - b. You fail to notify the State in writing within 90 days from the date upon which you receive this Agreement that you accept the offer of compensation under the terms contained in this Agreement; or
 - c. You fail to return the agreement and/or the closing papers provided to you, or the other proofs required by the State (collectively, the closing papers and other proofs are hereafter referred to as the "Closing Papers") within 90 days from the date upon which you receive the Closing Papers, and your failure is unreasonable.
4. The interest suspensions described in paragraph 3. of this supplement shall continue until such time as you accept the State's offer, or you return the Agreement and/or all of the Closing Papers supplied to you, properly executed in a manner satisfactory to the State, whichever is applicable.

WARWICK VILLAGE-GALLOWAY STREET,
OAKLAND AND MAPLE AVENUES
S.H. NO. 1736

NEW YORK STATE
DEPARTMENT OF TRANSPORTATION
ACQUISITION MAP

PIN 8002.24

MAP NO. 16
PARCEL NO. 19
SHEET 1 OF 2 SHEETS

MAP REFERENCE INFORMATION:

Map entitled: "Subdivision map prepared for Frank Prestigiacom" filed in the Orange County Clerks Office on January 13, 1977 as Map #3979.

VILLAGE OF WARWICK
(REPUTED OWNER)

CCD: LIBER 5349 PAGE 327

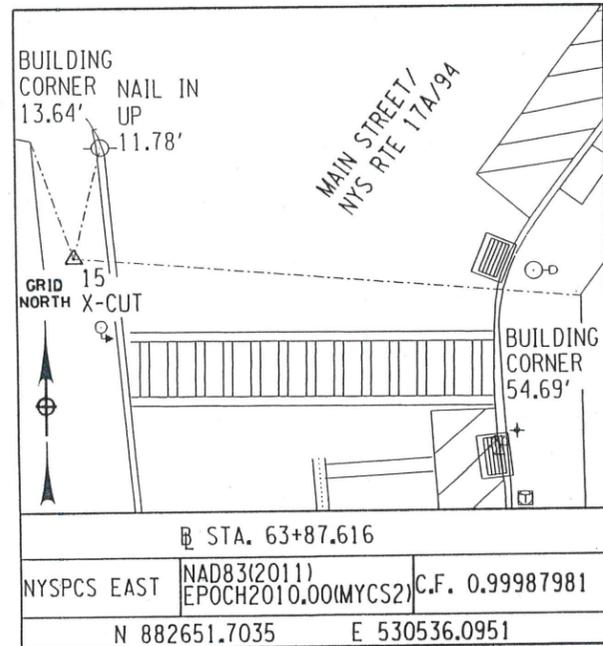
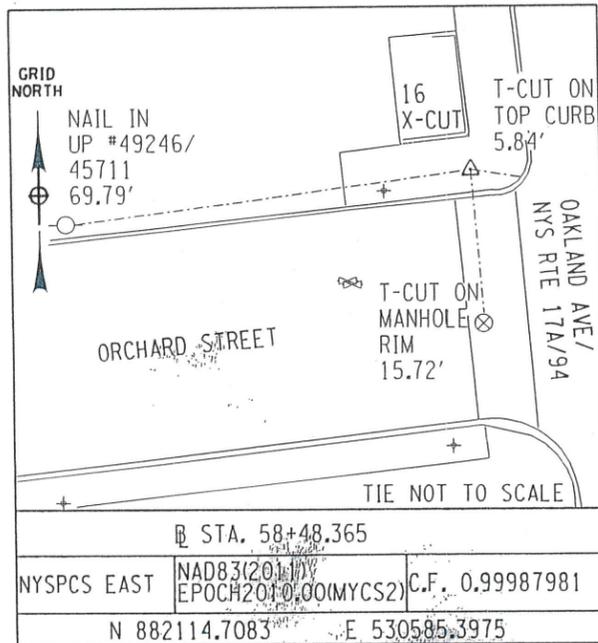
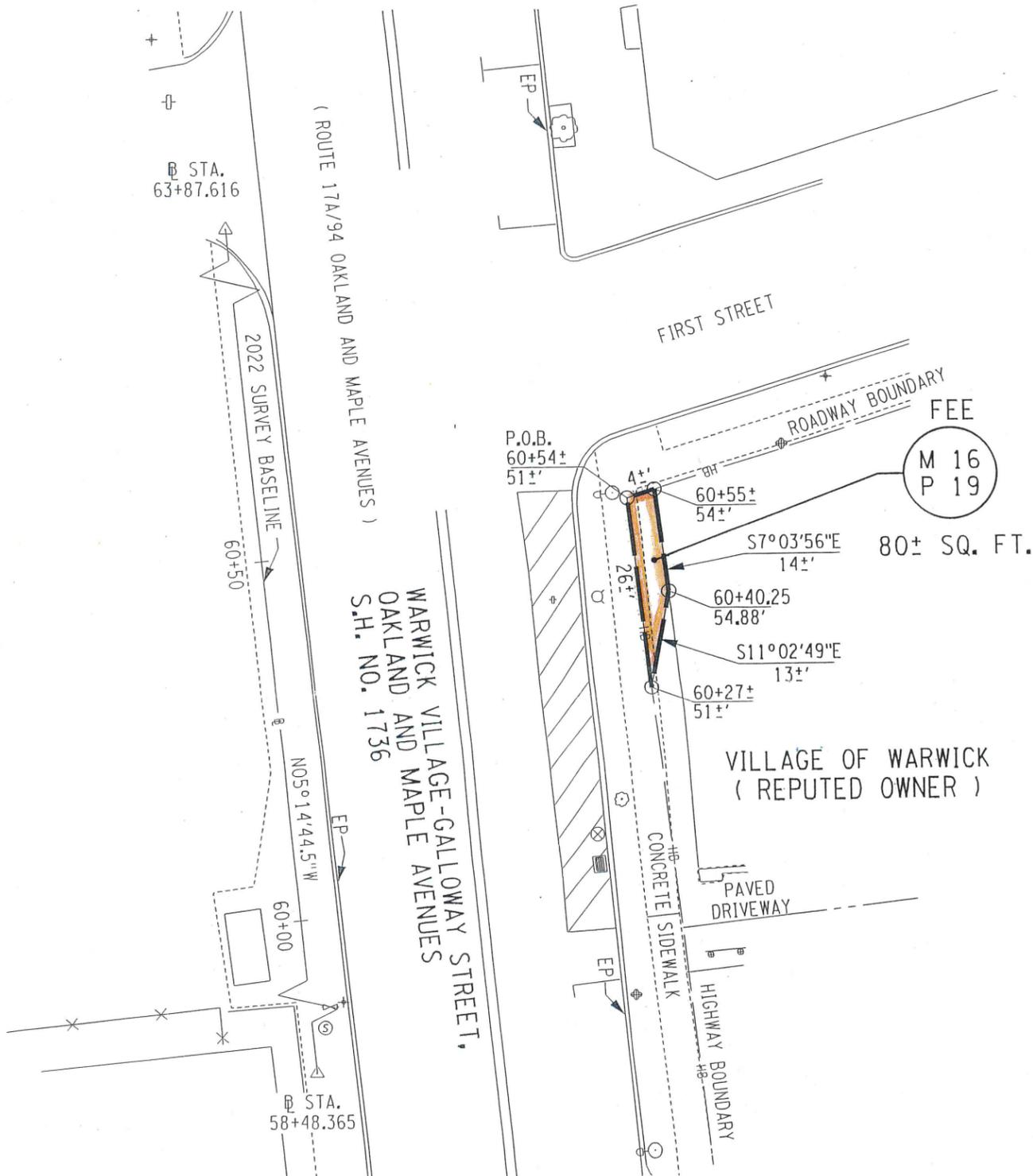
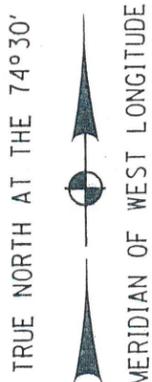
TRN #50

PARCEL SUMMARY:

Type: FEE
Portion of 2020 Tax Map
Ref. No. 211-8-1.2
Village of Warwick
Town of Warwick
County of Orange
State of New York

Parcel Locator Point:

Parcel No. 19
N: 882323.801
E: 530617.023



1" = 20'

Field Survey Records and Control Report are on file in the Regional Office of NYSDOT.

All that piece or parcel of property hereinafter designated as Parcel No. 19, situate in the Village of Warwick, Town of Warwick, County of Orange, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the easterly boundary of the existing Warwick Village : Galloway Street, Oakland and Maple Avenues highway at the intersection of the said boundary with the southerly boundary of the existing First Street, said point being 51± feet distant easterly measured at right angles, from station 60+54± of the hereinafter described survey baseline for the reconstruction of the Warwick Village : Galloway Street, Oakland and Maple Avenues, State Highway No. 1736; thence easterly along the last mentioned boundary of said existing First Street 4± feet to a point 54± feet distant easterly, measured at right angles, from station 60+55± of said baseline; thence through the property of Village of Warwick (reputed owner) the following two (2) courses and distances: (1) South 7°-03'-56" East, 14± feet to a point 54.88 feet distant easterly, measured at right angles, from station 60+40.25 of said baseline; and (2) South 11°-02'-49" East, 13± feet to a point on the easterly boundary of said existing highway, the last mentioned point being 51± feet distant easterly, measured at right angles, from station 60+27± said baseline; thence northerly along the last mentioned boundary of said existing highway 26± feet to the point of beginning; being 80 square feet more or less.

The above mentioned survey baseline is a portion of the 2022 survey baseline for the reconstruction of the Warwick Village : Galloway Street, Oakland and Maple Avenues, State Highway No. 1736, as shown on a map and plan on file in the Office of the State Department of Transportation and described as follows:

Beginning at station 58+48.365; thence North 05°-14'-44.5" West to station 63+87.616.

All bearings referred to TRUE NORTH at the 74 - 30' MERIDIAN of WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

DATE: July 31, 2023

Mark J. Tiano
MARK J. TIANO, REGIONAL DESIGN ENGINEER
FOR THE REGIONAL DIRECTOR OF TRANSPORTATION
REGION 8

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map was prepared in accordance with current NYSDOT policies, standards and procedures.

DATE: July 11, 2023

Vincent A. Dibello
VINCENT A. DIBELLO, LAND SURVEYOR
P.L.S. LICENSE NO. 051070



VILLAGE OF WARWICK
(Reputed Owner)

Map of property which the Commissioner of Transportation deems necessary to be acquired by appropriation in the name of the People of the State of New York in fee for purposes connected with the highway system of the State of New York pursuant to Section 30 of the Highway Law and the Eminent Domain Procedure Law.

There is excepted from this appropriation all the right, title and interest, if any, of the United States of America in or to said property.

Pursuant to the statute(s) set forth above and the authority delegated to me by Official Order of the Commissioner of Transportation, this acquisition map is hereby approved and filed in the main office of the New York State Department of Transportation.

Date: September 23, 2024

[Signature]
Office of Right of Way

I have compared the foregoing copy of the map with the original thereof, as filed in the Office of the State Department of Transportation, and I do hereby certify the same to be a true and correct copy of the original and of the whole thereof.

[Signature]
Office of Right of Way

CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES & COMMISSIONS
ENVIRONMENTAL CONSERVATION
FINANCE
JUDICIARY
LABOR
LOCAL GOVERNMENT



SENATOR
JAMES SKOUFIS
42ND SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

DISTRICT OFFICE:
45 QUAKER AVE., STE. 202
CORNWALL, NY 12518
OFFICE: 845-567-1270

E-MAIL:
skoufis@nyenate.gov

October 24, 2024

Mr. Michael Newhard
Mayor
Village of Warwick
77 Main St
Warwick, NY 10990

Dear Mayor Newhard,

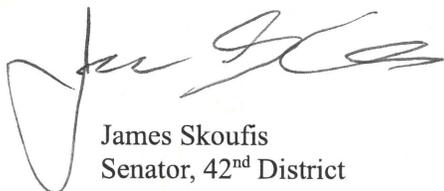
It is my pleasure to award the Village of Warwick a grant in the amount of \$100,000 for costs associated with the acquisition of streetlights within the Village. Enclosed please find the "Community Resiliency, Economic Sustainability, And Technology Program (CREST) Preliminary Application" for to complete and return by November 24th, 2024.

Once we have received all the requested documentation, we will submit it to New York State Senate Finance. Senate Finance will submit the documentation to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, and may request for you to register in the Grants Gateway. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Will Alexander, my Grants and Operations Manager, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,



James Skoufis
Senator, 42nd District

RECEIVED

OCT 28 2024

**VILLAGE OF WARWICK
CLERK'S OFFICE**



CHAIR
INVESTIGATIONS & GOVERNMENT OPERATIONS

COMMITTEES
CORPORATIONS, AUTHORITIES & COMMISSIONS
ENVIRONMENTAL CONSERVATION
FINANCE
JUDICIARY
LABOR
LOCAL GOVERNMENT



SENATOR
JAMES SKOUFIS
42ND SENATORIAL DISTRICT
STATE OF NEW YORK

ALBANY OFFICE:
ROOM 815
LEGISLATIVE OFFICE BUILDING
ALBANY, NY 12247
OFFICE: 518-455-3290

RECEIVED **DISTRICT OFFICE:**
45 QUAKER AVE., STE. 202
CORNWALL, NY 12518
OFFICE: 845-567-1270

OCT 15 2024

E-MAIL:
skoufis@nysenate.gov

VILLAGE OF WARWICK
CLERK'S OFFICE

October 10, 2024

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

Dear Mayor Newhard:

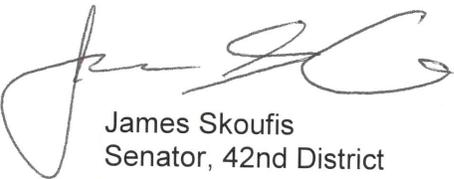
Enclosed please find the "Local Community Assistance Program (LoCAP) Preliminary Application" for a Village of Warwick grant in the amount of \$734,500. These funds are for costs associated with the creation of Patriots Path at Veterans Memorial Park and additional improvements. Please return the application by November 10, 2024.

Once we have received the completed project information sheet, we will submit it to New York State Senate Finance. Senate Finance will submit the sheet to the Dormitory Authority of the State of New York (DASNY), who will send you a due diligence package to complete, with a request for specific documentation. As the grant moves through DASNY, it will receive a formal project identification number and move through multiple "desk" audits to make sure all project details are ready for the approval phase. It will then move to the Division of Budget for approval. Once DASNY is notified that the grant has received all the necessary governmental approvals, two copies of the Grant Disbursement Agreement (GDA) will be sent to you. The GDA is the contract between DASNY and the grantee.

It is important to note that, while purchases made during the review process are eligible for reimbursement upon completion of the grant's review, advancing with the project prior to a GDA and final approval is done at your own risk. At a minimum, I strongly recommend no purchases be made with the anticipated funding until the project has received a formal identification number from DASNY. Please be advised that the full review is a lengthy process, often taking up to 18 months from start to end; my office and I will move to expedite the funding as quickly as possible.

If you ever need any status updates, have any questions or need any assistance throughout the grant process, please do not hesitate to contact Christine Rodriguez, my Senior Grants Specialist, at (845) 567-1270. Thank you for your cooperation and patience as well as your partnership on behalf of those we serve.

Sincerely,


James Skoufis
Senator, 42nd District



Memo

Date: October 22, 2024

To: Mayor Newhard & The Village Board

From: Christopher Bennett, Distribution Supervisor

Re: Grade 'A' Compliant Lab Course

Motion to send Chris Bennett to the Grade 'A' Compliant Lab Course on November 19, 2024, at the Wallkill Town Hall, 99 Tower Drive, Building A, Middletown, NY. 8:30am to 3:00pm. This Course is a hands-on Grade 'A' Compliant lab Course sponsored by the Hudson Valley Water Works Conference. Cost \$85.00 per person, Budget Line F8340.4750.

Warwick Landscaping LLC, Warwick, RI 02891. The Temporary Revocable License Agreement we have had in place with the Village of Warwick so that our vendor, Wright Brothers Landscaping, can store a small piece of snow removal equipment behind the fence at the Mistucky pump station. The same terms and conditions that we have had in place for the past couple of years will suffice.

Request to Renew Warwick Grove Temporary Revocable License

From Donald Humphrey <donald.humphrey0802@gmail.com>

Date Fri 10/25/2024 3:48 PM

To Michael Newhard <mayor@villageofwarwick.org>

Cc Raina Abramson <clerk@villageofwarwick.org>; Michael Maurer <mike.maurer@mail.com>

Michael,

Warwick Grove would like to once again renew the Temporary Revocable License Agreement we have had in place with the Village of Warwick so that our vendor, Wright Brothers Landscaping, can store a small piece of snow removal equipment behind the fence at the Mistucky pump station. The same terms and conditions that we have had in place for the past couple of years will suffice.

Can you discuss this at your next board meeting with the goal of approving.

Have a nice weekend!

Regards,

Don

TEMPORARY REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, dated November __, 2024, by and between the Village of Warwick, a municipal corporation with offices at 77 Main Street, Warwick, New York, 10990 (“Village”), Warwick Grove Homeowners’ Association, Inc., a homeowners’ association located in Warwick, New York, 10990 (the “HOA”), and the HOA’s snow removal contractor, Wright Brothers Landscaping, a limited liability company providing landscaping and snow removal services with offices at 325 Kings Highway, Warwick, New York 10990 (“Wright Brothers”),

WHEREAS: The Village was granted an Easement and an Irrevocable Offer of Dedication by Warwick Grove Company, LLC both dated May 21, 2013, governing infrastructure including pump stations (the "Property"), which includes a sewage pump station accessible from Mistucky Circle as described in the easement.

WHEREAS: The HOA has requested that the HOA may use the area inside the fence of the Property to temporarily park snow removal vehicles and/or equipment from November 1, 2024, through May 1, 2025.

WHEREAS: The Village Board of Trustees is willing to permit the HOA to make the said use of the Property from November 1, 2024, through May 1, 2025, as a measure which promotes health and safety of the residents of the Village of Warwick, provided that the said snow removal vehicles and equipment are being used for clearing snow from the HOA's property in the Warwick Grove residential development.

NOW, THEREFORE, , in consideration of their mutual covenants and obligations, which all parties agree constitute good and valid consideration, the parties agree as follows:

1. The Village hereby grants a revocable license to the HOA to use the portion of the Property depicted in Exhibit A for temporary parking of snow removal vehicles and equipment for the purpose of plowing the aforesaid property of the HOA. This revocable license shall extend to the HOA, its contractors, subcontractors, members, employees and agents, and shall permit them to enter upon the Property as necessary to place, store, access, and use such vehicles and equipment. The term of the said license shall be November 1, 2024, through May 1, 2025.

2. In consideration of grant of the said revocable license, the HOA shall pay the Village the sum of One Dollar (\$1.00) upon execution of this License Agreement.

3. The HOA shall indemnify and hold harmless the Village and its Board of Trustees from claims arising from its use of the Property, including reasonable attorneys’ fees and expenses. Further, the HOA agrees to require its snow removal contractor to indemnify and hold harmless the Village and its Board of Trustees from claims arising from its use of the Property, in substantially the form provided below. The HOA shall cause its snow removal contractor to have and maintain public liability insurance of the types and in the amounts specified in its contract, to name the Village an additional insured on such insurance, and to provide the Village with a certificate of insurance and copies of the relevant policies on request. This insurance shall not be permitted to lapse and in the event of any change, the contractor shall provide the HOA and Village with new certificates of insurance, and the certificate of

insurance shall provide that the Village is entitled to at least thirty (30) days' notice of any change in coverage or cancellation of the policy.

4. The HOA may begin using the Property on November 1, 2024, and must vacate the Property by May 1, 2025. The HOA agrees to leave the Property in substantially the same condition in which the Property was on November 1, 2024.

5. The Village is not obligated to perform any work on the Property, and is specifically not required to clear the Property or a path to vehicles parked or equipment stored there in the event of snowfall. The Village is not responsible for theft or damage to vehicles parked or equipment stored on the Property or at any other time. The owner of any vehicles or equipment shall bear all risk of theft, damage, or vandalism.

6. No maintenance or repairs of vehicles or equipment shall be performed at the Property. Nor shall any gasoline, oil or other petroleum products be stored or used to service vehicles or equipment on the Property. There shall be no storage of salt or other de-icing chemicals on the Property.

7. The HOA and its snow removal contractor shall at all times comply with applicable law. Further, the HOA and its snow removal contractor shall at all times keep the Property in neat and clean condition in accordance with the Property Maintenance provisions of the Village Code. Additionally, the use made of the Property by the HOA and its contractors shall be conducted in such a manner so as not to create unreasonable noise, odors or fumes.

8. This Agreement cannot be modified, except in writing signed by all of the parties. Each of the parties warrants and represents that its signatory to this Agreement possesses authority to execute the Agreement and to bind the respective party to the terms of this Agreement.

9. The HOA may change snow removal contractors. At the HOA's request, the Village will permit a new contractor to use the Property under this license provided the contractor provides the required insurance and indemnification, and complies with the other terms of this license. In the event that Wright Brothers is no longer providing snow removal services to the HOA, it shall no longer be permitted to park vehicles or store equipment at the Property. With the consent of the HOA, Wright Brothers may assign its interest under this Agreement to a successor snow removal contractor provided the successor contractor assumes the obligations of Wright Brothers under this Agreement. In that case, the HOA will notify the Village in writing.

10. Wright Brothers agrees to defend, hold harmless, and indemnify the Village and its Board of Trustees from and against any and all claims, suits, losses, damages, investigations and proceedings, including reasonable attorneys' fees and expenses (collectively "Losses") to the extent arising or based directly or indirectly on: (a) its use of the Property pursuant to this Agreement; (b) personal injury or property damage arising out of its use of the Property; and (c) personal injury or property damage arising from its vehicles, equipment and/or the operation thereof.

11. In the event of a breach of this Temporary Revocable License Agreement by the HOA or its contractors, the Village may terminate the license upon seven (7) day's written notice. There shall be no right to cure a breach. Further, in the event that the Village brings a lawsuit against the HOA or its contractors for breach of this agreement, damage to the Property or to recover possession of the Property, the Village shall be entitled to an award of attorneys' fees in the event that it prevails in such action.

WHEREFORE, the parties duly executed this Agreement on the date first written above.

<p>VILLAGE OF WARWICK</p> <p>By: _____</p> <p>Michael Newhard, Mayor</p>	<p>WRIGHT BROTHERS LANDSCAPING, LLC</p> <p>By: _____</p> <p>_____, Member</p>
	<p>WARWICK GROVE HOMEOWNERS ASSOCIATION, INC.</p> <p>By: _____</p> <p>_____, President</p>

Special Project Coordinator

The Village of Warwick seeks one or more consultant(s) / contracted special project coordinator(s) to be reimbursed for time spent at an hourly rate plus expenses (expenses as preapproved and as appropriate). Please provide a cover letter, resume with appropriate experience and qualifications, references, and proposed hourly rate(s) over an initial three-year contract / assignment period, as well as any work limitations for consideration for the role. Each assignment will be coordinated with the Village in advance of work notice to proceed.

Example Responsibilities

- Provide project management and coordination or support thereof of special projects, as appropriate and as assigned. Special project examples are listed below.
- Work with the Village's Treasury Department and others, as appropriate, to support grant mgmt documentation and submittals to maximize reimbursement to the Village
- Draft requests for proposal (RFPs) and requests for qualifications (RFQs) required to implement applicable grants
- Coordinate artists, economic development and tourism related entities, the Town of Warwick, and others, as needed, to pursue and implement appropriate grant applications
- Lead or support posting and publication, as well as notification, advertisement, and awareness of Village events, as appropriate, and as directed by the Village
- Support planning and execution of public engagement and events, as appropriate
- Support project planning, coordination, and implementation of key Village initiatives, as appropriate
- Provide reports and presentations to the Village board and stakeholders, as appropriate
- Lead and / or support development of funding applications, as appropriate
- Provide documentation of hours and dates worked, as well as a detailed description of activities, divided by tasks, as appropriate and in format necessary to obtain reimbursement from appropriate grants and the Village, as needed.

Preferred qualifications

- Education: Bachelor's degree in compatible discipline
- Years experience: 10 in compatible field and discipline

The ideal candidate will be able to demonstrate past experience and / or expertise necessary for coordination of artists and art installations, development of RFQs and RFPs, and support of infrastructure planning and implementation efforts, as this experience will be necessary in initial assignments, as well as any additional skills and experience associated with the responsibilities above.

As a representative of the Village, the selected candidate(s) will be required to work and interact effectively and professionally with Village staff and stakeholders, including members of the public, in the execution of all responsibilities, and will be expected to adhere to all Village codes, regulations, and employee and contractor guidance, including ethical guidelines and handbooks.

Example initial projects:

The project coordinator is expected to fulfill the above responsibilities on the below initial projects, as examples.

PLAN #1: Townwide Transportation Safety Action Plan

Project Summary:

The Townwide Transportation Safety Action Plan aims to develop a comprehensive and data-driven approach to enhance transportation safety in the Town of Warwick. This project will expand on the existing Village of Warwick's transportation safety action plan, called Way2Go Warwick, to create a cohesive plan encompassing the entire town. Through stakeholder engagement, data analysis, and solution development, the plan will address safety, equity, and accessibility concerns, with the goal of creating a safe and sustainable transportation system.

Objectives:

- Develop a townwide transportation safety action plan that builds upon the Village of Warwick's Way2Go Warwick plan.
- Engage stakeholders from diverse backgrounds and communities to ensure a comprehensive and inclusive planning process.
- Identify transportation safety challenges, gaps, and opportunities through data analysis and evaluation of best practices.
- Develop prioritized recommendations and strategies to enhance transportation safety in the Town of Warwick.
- Foster workforce development and training opportunities by engaging local staff, hiring an intern, and providing learning experiences.

Project Activities:

1. Project Kickoff (and Prep)
 - Conduct a project kickoff meeting to establish project objectives, deliverables, and communication channels.
 - Define roles and responsibilities of project team members and stakeholders.
 - Set up project management tools and establish a timeline. (**Project coordinator to help manage project**)
2. Workforce Development and Training (**Project coordinator to help oversee**)
 - Develop a workforce development and training plan.
 - Recruit and hire a consultant with expertise in transportation planning and safety.

Village of Warwick
Safe Streets for All FY23/24

- Engage local staff and provide training and support.
 - Hire an intern to support the project and provide learning opportunities.
 - Facilitate youth recruitment and involvement in the planning process.
 - Conduct outreach to underserved communities to ensure inclusivity.
3. Task 1 - Context Development and Data Gathering
- Review and compile existing materials, policies, plans, and engagement feedback.
 - Collect and analyze transportation data to understand the current context.
 - Perform safety, equity, and gap analyses based on available data.
 - Evaluate best practices in transportation safety to inform plan development.
 - Identify key areas for additional review and focus through activities such as road safety audits, lighting studies, and preliminary engineering studies, as well as potential candidates for tactical urbanism and demonstration projects to evaluate efficacy of potential solutions.
 - Develop initial hypothesis findings and recommendations.
4. Task 2 - Stakeholder Engagement (**Project coordinator to help oversee**)
- Develop a stakeholder engagement strategy and plan.
 - Define engagement metrics and tracking mechanisms.
 - Organize planwide open meetings to gather input and feedback (assume 3).
 - Conduct village-level open meetings for each village (assume 2 each).
 - Facilitate key focus area meetings to address specific transportation safety concerns (assume 6)
 - Engage private sector and community groups through targeted outreach.
 - Conduct interviews and small group meetings with stakeholders (assume 60).
 - Foster intergovernmental engagement and collaboration.
 - Facilitate task force meetings to ensure broad representation and input.
5. Task 3 - Draft Plan Development
- Incorporate findings from data analysis and stakeholder engagement into the plan.
 - Gather additional data as needed to support plan development.
 - Develop innovative and practical solutions to address identified transportation safety issues.
 - Prepare a draft plan with annexes specific to the Villages of Florida, Greenwood Lake, and Warwick.
6. Task 4 - Final Plan Development
- Refine solutions and strategies based on feedback and further analysis.
 - Develop a scope, schedule, and budget for high priority projects.
 - Create an implementation roadmap outlining recommended actions and responsible parties.
 - Develop a plan monitoring and update strategy to ensure ongoing effectiveness.

Village of Warwick

Safe Streets for All FY23/24

- Prepare the final plan with annexes for the Villages of Florida, Greenwood Lake, and Warwick.
- Seek final plan acceptance from key stakeholders.

7. Anticipated Outcomes and Impact:

- A comprehensive townwide transportation safety action plan

Project # 1 - Slow Down Warwick Campaign Demonstration Projects

The goals of the Slow Down Warwick Demonstration Projects are to raise awareness among residents of all ages and mobility types about the causes and consequences of crashes within the Village of Warwick and to increase driver attention. The project aims to address driver behavior-related issues that contribute to a significant number of crashes, such as speeding, driver inattention, improper passing, and other behavioral activities. The project also intends to explore the effectiveness of different types of signage in supporting the campaign's impact.

Project Summary:

The Slow Down Warwick Demonstration Projects seek to implement 10 site deployments over a 20-month period, targeting key roadways and intersections prioritized based on injury and crash data. The project will involve the installation of various types of signage and roadway paintings to alert drivers to the need for increased attention. A consultant or new employee will be hired to oversee the project, ensure regulatory compliance, administer contracts with local artists and workers, provide training on permitting and requirements, and lead data processing and report development.

Objectives:

- Implement demonstration projects at selected sites to test the effectiveness of different signage and painting approaches in increasing driver attention and reducing driver behavior-related issues.
- Engage stakeholders, including task forces, community members, and New York State DOT, throughout the project to ensure collaboration, input, and regulatory compliance.
- Gather and analyze speed and crash data to evaluate the efficacy of the deployments and measure their impact on reducing average and medium speeds, the overall number of speeding incidents, accidents, and injuries caused by driver behavior.

Project Activities:

Task 1 - Goal Establishment and Stakeholder Engagement

- Collaborate with the consultant and artist to define project goals and objectives.
- Engage task forces, including the Inclusion Task Force and Transportation Task Force, through meetings and community outreach.
- Conduct community meetings at the project's start and end to inform and gather input.
- Maintain regular check-ins with the project team to ensure progress and coordination.

Task 2 - Site Selection and Finalization

- Combine data analysis and stakeholder engagement to finalize the list of sites for deployment.
- Collaborate with the consultant, task forces, artist, and stakeholders to identify suitable locations.

Village of Warwick
Safe Streets for All FY23/24

- Engage New York State DOT for deployments on state roads, including holding meetings to ensure compliance.

Task 3 - Mailer and Advertisement

- Manage the development and distribution of a public Mailer to inform residents about the project.
- Collaborate with the Village's Public Outreach and Engagement Liaison to plan and execute advertising strategies.

Task 4 - Design and Demonstration Approaches

- Collaborate with the artist to develop three different design and demonstration approaches for testing.
- Seek approval from the task forces and Village Board of Trustees for the proposed designs.
- Work with the Department of Public Works to schedule and coordinate deployment activities.

Task 5 - Deployment and Data Gathering

- Install signage and perform roadway painting at the selected sites.
- Gather speed data for one month before and three months after each deployment.
- Conduct speed data gathering at the 6-month and 12-month marks for evaluation.
- Review pre and post-installation crash data to assess the impact of the demonstration projects.

Anticipated Outcomes and Impact:

- Increased awareness among residents of driver behavior-related issues and the importance of attentive driving.
- Reduction in average and medium speeds, overall speeding incidents, and accidents caused by driver behavior.
- Decreased number of injuries resulting from crashes where driver behavior is a contributing factor.
- Development of recommendations for permanent actions to enhance transportation safety in the Village of Warwick.

RECEIVED

OCT 23 2024

VILLAGE OF WARWICK
CLERK'S OFFICE

Christine Foy Stage
PO Box 134
Warwick, New York 10990
845-325-3244

October 23, 2024

Warwick Village Board
Warwick, New York 10990

Re: Salvation Army

Dear Village Trustees<

Once again this year the Warwick Lions Club would like to ring bells for the Salvation Army in front of Akin's Store. We are looking to do this on December 7, 8, and 15 from 10:00 am to 4:00 pm.

Thank you for your consideration.

Very truly yours,

Christine F. Stage

Christine Foy Stage

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

Memo to: Mayor Newhard and Village Board of Trustees

From: Raina Abramson, Village Clerk

Date: October 31, 2024

Re: Unpaid Village of Warwick FY 2024-2025 Taxes

.....

Enclosed please find an account of the Village of Warwick FY 2024-2025 Unpaid Taxes detailing the following:

- The Village of Warwick FY 2024-2025 Tax Warrant: \$4,356,482.60
- Total Taxes Collected: \$4,298,914.86
- Total Taxes Remaining Unpaid: \$57,567.74

The file of uncollected taxes was sent electronically to Orange County on November 1, 2024. The County will be returning a reconciliation certificate, as noted in the November 4, 2024 'Resolution for the Unpaid Village of Warwick FY 2024-2025 Tax Collection'. This certificate must be signed by each Trustee to turn the unpaid taxes over to the County by November 15th.

Village of Warwick Village 2024 Tax Warrant

Description:	Original Amount:	Adjustments:	Current Amount:
General Tax	3,449,718.48	0.00	3,449,718.48
Sewer Improvement	427,997.83	0.00	427,997.83
Warwick Water	476,071.38	0.00	476,071.38
Bldg Repair	1,336.98	0.00	1,336.98
Alarm Relevy	65.00	0.00	65.00
Pro-rated/omitted	445.92	0.00	445.92
Unpaid Sewer	368.73	0.00	368.73
Unpaid Water	478.28	0.00	478.28
Bill Count: 2496	Totals: 4,356,482.60	0.00	4,356,482.60

Village of Warwick Village 2024

Collection Summary

All Inclusive

District:	Taxes Collected:	Penalty:	Surcharge:	Notice Fee:	Remaining Uncollected:
Village 2024	4298914.86	7909.77	0.00	39.00	57567.74
Totals:	4298914.86	7909.77	0.00	39.00	57567.74

Collection Statistics:

Number of Postings:	2474
Percentage Collected:	99%
Number of Adjustments:	0
Number of Voids:	20
Number of Returned Payments:	11
Number Refunded Duplicate Pmnts:	0
Total Refunded:	0.00
Notice Handling Fees Collected:	39.00

Received Via:	
On-Line:	117
Mail:	1530
Counter:	806
Bank:	1

Cash:	22332.29
Check:	3989442.47
Other:	295108.87
Total:	4306883.63
Minus Duplicate/Over Payments:	
	0.00
4306883.63	
Taxes:	4298914.86
Penalty:	7909.77
Surcharge:	0.00
Ret. Check Fees:	20.00
Notice Fees:	39.00
Total:	4306883.63
Minus Direct / Under Payments:	
0 Direct:	0.00
0 Under:	0.00
4306883.63	

Other Payment Type Breakout:

Online Payment:	117	295108.87
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Village of Warwick Village 2024

Levy Line Supplement

All Inclusive

Levy Line:	Amount Collected:
General Tax	3407652.34
Sewer Improvement	420720.07
Warwick Water	467976.20
Bldg Repair	1336.98
Alarm Relevy	65.00
Pro-rated/omitted	445.92
Unpaid Sewer	329.40
Unpaid Water	388.95
<hr/>	
Levy Lines Listed: 8	Totals: 4298914.86

Village of Warwick Village 2024

Paid List

All Inclusive

		Tax Amnt:	Tax Paid:	Penalty:	Surcharge:	Notice Fee:	Tot. Collected:	Remaining Taxes Due:
				Property Location:				
	Totals:	4298914.86	4298914.86	7909.77	0.00	39.00	4306863.63	0.00
Parcels Listed:	2438							

Village of Warwick Village 2024

Unpaid List

All Inclusive

		Tax Amnt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
Parcels Listed:	39					
		Totals:	57567.74		0.00	57567.74

Village of Warwick Village 2024

Levy Line Supplement

All Inclusive

Levy Line:	Amount Uncollected:	Amount Collected:
General Tax	42066.14	0.00
Sewer Improvement	7277.76	0.00
Warwick Water	8095.18	0.00
Unpaid Sewer	39.33	0.00
Unpaid Water	89.33	0.00
Levy Lines Listed: 5	Totals:	57567.74
		0.00

Village of Warwick Village 2024

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #: Owner: Owner Address:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
201-1-1.1	000001 Village View Estates LLC	//	1350.72	0.00		0.00	1350.72
201-1-1.1	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952				Locust St		
201-1-1.2	000002 Village View Estates LLC	//	1292.32	0.00		0.00	1292.32
201-1-1.2	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952				Locust St		
201-1-1.3	000003 Village View Estates LLC	//	1219.31	0.00		0.00	1219.31
201-1-1.3	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952				Locust St		
201-1-2	000004 Village View Estates LLC	//	1036.77	0.00		0.00	1036.77
201-1-2	Attn: Robert Silber 4 Fosse Court Airmont, NY 10952				Locust St & Woodside Dr		
205-1-9.2	000270 Breckenridge RE Holdings LLC	//	5352.29	0.00		0.00	5352.29
205-1-9.2	1918 St Rte 17A Goshen, NY 10924-5735				63 Colonial Ave		
207-3-5	000449 Forney Eileen M	//	991.46	0.00		0.00	991.46
207-3-5	19 Church Street Warwick, NY 10990				19 Church St		
208-1-15	000526 58 Colonial Avenue Corporation	//	1825.31	0.00		0.00	1825.31
	498 Bergen Blvd Ridgefield, NJ 07657				58 Colonial Ave		
209-1-3	000544 County of Orange	//	7.31	0.00		0.00	7.31
209-1-3	Attn Real Property 255 Main Street Goshen, NY 10924				West St		
209-2-29.3	000592 Haimerl Clinton	//	2770.76	0.00		0.00	2770.76
209-2-29.3	12 Iris Ln Tuxedo, NY 10987				123 West St		
210-3-4	000642 RE Equity NY LLC	//	984.48	0.00		0.00	984.48
210-3-4	40 Catskill High Rail Monroe, NY 10950				73 Mc Ewen St		
210-4-9	000661 48-50 West Street LLC	//	2348.35	0.00		0.00	2348.35
210-4-9	c/o James Dinkins 3 Warren Dr Vernon, NJ 07462				48 West St		
210-6-1	000676 Saladino & DePalma LLC	//	1399.34	0.00		0.00	1399.34
210-6-1	PO Box 1233 Warwick, NY 10990				19-21 Mc Ewen St		
210-7-5	000696 Barr Brielle	//	1780.70	0.00		0.00	1780.70
210-7-5	35 West St Warwick, NY 10990				35 West St		
210-11-3	000740 Berman Allison	//	1680.61	0.00		0.00	1680.61
210-11-3	48 Orchard St Warwick, NY 10990				48 Orchard St		
210-13-11	000787 Heitman Nancy (1/2) Trust	//	1449.03	0.00		0.00	1449.03
210-13-11	Rieschl William (1/2) 24 Galloway Rd Warwick, NY 10990				28 Van Buren St		

Village of Warwick Village 2024

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #: Owner: Owner Address:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
211-4-9	000863 JP Morgan Chase Bank	/ /	2055.37	0.00		0.00	2055.37
211-4-9	National Association c/o Industry Consulting Group PO Box 1919 Wichita Falls, TX 76307				21 South St		
211-6-1.22	002449 Lehigh & Hudson River RR	/ /	32.96	0.00		0.00	32.96
211-6-1.22	Sussex & Warren Holding Corp c/o Jeryl Industries - Bldg 15 590 Belleville Tpke Kearny, NJ 07032				Oakland Ave		
211-10-5.1	000913 Nepco Enterprises Inc	/ /	1412.70	0.00		0.00	1412.70
211-10-5.1	PO Box 659 Stony Point, NY 10980-0659				Park Ln		
213-2-2	000970 Doty Julia L	/ /	1854.84	0.00		0.00	1854.84
213-2-2	39 Orchard St Warwick, NY 10990				39 Orchard St		
214-9-4	001143 Russell William	/ /	1606.62	0.00		0.00	1606.62
214-9-4	Russell Norma 2401 NW 23rd St Suite 1A1 Oklahoma City, OK 73107				4 Hawthorne Ave		
214-10-1	001149 Warwick Commercial Prop LLC	/ /	1898.21	0.00		0.00	1898.21
214-10-1	1512 St Hwy 17A Warwick, NY 10990				1 Galloway Hts		
214-11-15	001181 Grace Nora	/ /	1684.45	0.00		0.00	1684.45
214-11-15	Lentjes Zackary 129 South St Ext Warwick, NY 10990				129 South St Ext		
214-12-2	001190 Pulliam Jacquelyn M	/ /	1659.59	0.00		0.00	1659.59
214-12-2	Pullam David A 28 Galloway Rd Warwick, NY 10990				28 Galloway Rd		
215-1-12	001209 Warwick Pioneer Farm LLC	/ /	131.43	0.00		0.00	131.43
215-1-12	65 St Hwy 94 S Warwick, NY 10990				South St Ext		
215-3-33	001249 Kels Lon	/ /	7.31	0.00		0.00	7.31
215-3-33	7129 Park Drive East Flushing, NY 11367				Overlook Dr		
215-3-64	001276 Chisholm Daniel R Jr	/ /	1660.92	0.00		0.00	1660.92
215-3-64	20 Highland Ave Warwick, NY 10990				20 Highland Ave		
217-11-5	001493 Zinger Samuel	/ /	1702.45	0.00		0.00	1702.45
217-11-5	4 Sherman Street Spring Valley, NY 10977				29 Robert Dr		
218-1-89.2	001586 Dumonte Evelyn	/ /	1499.53	0.00		0.00	1499.53
218-1-89.2	24 Oak Hill Ct Owings Mills, MD 21117				3 Laudaten Way		
218-2-15	001605 Sharkey Gerard F Jr	/ /	2327.63	0.00		0.00	2327.63
218-2-15	Newman Carol A 4 Arthurs Ct Warwick, NY 10990				4 Arthurs Ct		
219-1-2.1	001666 Warwick Commons LLC	/ /	204.44	0.00		0.00	204.44
219-1-2.1	475 S Main St New City, NY 10956				Ball Rd & Ridgefield Rd		

Village of Warwick Village 2024

Unpaid List

All Inclusive

Tax Map #: Account #:	Bill #: Owner: Owner Address:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Property Location:	Tot. Collected:	Remaining Taxes Due:
219-1-17.1	001680 Grady Brendan	/ /	2770.64	0.00		0.00	2770.64
219-1-17	Grady Kelly 40 Sheffield Dr Warwick, NY 10990				40 Sheffield Dr		
222-1-1.-77	001904 Fevola Rae A	/ /	621.00	0.00		0.00	621.00
222-1-1.-77	21 The Rise Warwick, NY 10990				21 The Rise		
222-1-1.-81	001908 Snell Mary Ann	/ /	530.84	0.00		0.00	530.84
222-1-1.-81	15 N Henry Street Pearl River, NY 10965				11 The Rise		
223-1-1.-67	002028 Antoniades Caroline	/ /	803.26	0.00		0.00	803.26
223-1-1.-67	13 Weather Vane Way Warwick, NY 10990				13 Weather Vane Way		
223-1-1.-149	002110 Long Heather Trustee	/ /	772.05	0.00		0.00	772.05
223-1-1.-14	PSA Schluter Trust 162 Bakerfield Dr Middletown, DE 19709				157 Village Green Ct		
226-1-1.-14	002182 Krauss Eileen P	/ /	627.30	0.00		0.00	627.30
226-1-1.-14	23 Magnolia Ln Warwick, NY 10990				23 Magnolia Ln		
226-1-1.-24	002192 Abrams Angela	/ /	627.30	0.00		0.00	627.30
226-1-1.-24	43 Magnolia Ln Warwick, NY 10990				43 Magnolia Ln		
229-1-2	002314 Pioneer Square LLC	/ /	3687.11	0.00		0.00	3687.11
213-9-2	61 South Main St - Suite 1 New City, NY 10956				Oakland Ave		
231-1-3	002321 Giessel Allison	/ /	1901.03	0.00		0.00	1901.03
220-1-6	12 Cowdrey St Warwick, NY 10990				12 Cowdrey St		
Totals:			57567.74	0.00		0.00	57567.74

Parcels Listed: 39

**AGREEMENT FOR REPAYMENT OF WATER AND SEWER CHARGES
BETWEEN THE VILLAGE OF WARWICK AND THE
TENANT AT 100 MAIN STREET, WARWICK, NY**

Account #424600-0
BILLING CYCLE 2

This Agreement made the ___ day of November 2024 by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (the "Village") and _____, with an address at 100 Main Street, Warwick, New York (the "Tenant").

WHEREAS the Tenant of real property located at 100 Main Street, Warwick New York 10990, being also designated as Section 207, Block 3, Lot 11 on the tax map of the Village of Warwick, County of Orange, State of New York (hereinafter the "Property") which receives municipal central water and sewer service from the Village of Warwick; and

WHEREAS, as of the date hereof, the Tenant owes \$3,282.57 in municipal central water and sewer service charges; and

WHEREAS, the Tenant has claimed a related hardship in regard to the said charges and wishes to enter into an agreement for repayment of water and sewer charges.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Tenant acknowledges that the entire amount of \$3,282.57 is currently due and payable; and
2. The Tenant agrees to pay the said in **four quarterly installments of \$820.64** and the Village agrees to accept such payments in full satisfaction of the outstanding bill. The Tenant acknowledges that the agreement for installment payments is a grace period only for outstanding payments, and that the Tenant must keep current on all future water and sewer bills while making installment payments.
3. It is agreed between the Village and the Tenant that the Tenant may pay the entire amount due hereunder at any time, and thereby discharge its liability for such payments. Provided, however, that no partial payments shall be accepted by the Village; and payments must be made by the Tenant either in the quarterly payments prescribed hereunder or in tender of the entire amount due hereunder.
4. In order to accept the said repayment installments, the Village shall establish an installment plan on the existing account with a quarterly sewer installment of \$356.35 and water installment of \$464.29 for the payment of the \$3,282.57 bill. Ongoing water and sewer charges will continue to be billed from the Tenant's existing account as well.

5. The Tenant shall pay the sum of **\$820.64** (constituting the sewer installment of \$356.35 and the water installment of \$464.29) to the Village each quarter in addition to such bill for current water and sewer usage as may be due. **The first payment shall be deemed due on December 15, 2024.** Subsequent payments shall be billed on the 15th day of the month in the months of March, June, September, and December. Bills will be due by the 15th day of the month in the months of April, July, October, and January.

6. The repayment installments shall be subject to all fees and procedures as all water accounts in the Village of Warwick except that any fees or penalties shall only be assessed based on failure to timely make the individual quarterly payment then due or outstanding, not based on the entire balance of the repayment. The fees and procedures shall include, but not be limited to, the following:

- a. A 5% late fee shall be assessed against all payments thirty (30) days past due.
- b. An additional 3% late fee shall be assessed against all payments sixty (60) days past due.
- c. 15 days after the 60-day late fee notice, a shut off notice will be placed on the door of **100 Main Street**.
- d. In the event water service is shut off, a \$100.00 shut off/reconnect fee will be assessed against the account.
- e. 10 days after the shut off notice is sent; water service will be shut off until the balance is paid by cash or bank check including all late fees and other charges associated with the late payment.
- f. The remaining balance will be relieved onto the yearly Village Taxes if not paid.

7. In the event that the Property is sold or title is otherwise transferred or conveyed, the outstanding balance on the account including repayment installments must be paid in full at the time of closing or such transfer or conveyance.

8. **VILLAGE POLICY IF THIS AGREEMENT IS NOT SIGNED AND RETURNED WITHIN THIRTY (30) DAYS.** In the event that the Tenant fails to return a properly executed copy of this Agreement to the Village Clerk within thirty (30) days after such Agreement was mailed or otherwise provided to the Tenant, the Tenant shall be deemed to have irrevocably rejected the Agreement.

THE VILLAGE OF WARWICK

TENANT

By: Michael Newhard, Mayor

Tenant:

MUST BE SIGNED & NOTARIZED BY THE PROPERTY OWNER -

I, _____, am the owner for the real property which is the subject of this Repayment Agreement. I hereby accept and consent to be bound by the terms recited herein in return for good and valuable consideration receipt of which is hereby conclusively acknowledged.

Property Owner – Print Name

Property Owner – Sign Name

STATE OF NEW YORK)
) S.S.:
COUNTY OF ORANGE)

On the ____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 her 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

Request for Proposals

Roof-Mounted Photovoltaic System at Village of Warwick Department of Public Works Central Garage

Veterans Memorial Park Drive, Village of Warwick, NY 10990

The Village of Warwick Board requests proposals and qualifications to design and install a roof-mounted PhotoVoltaic (PV) system on the DPW Garage in Veterans Memorial Park. The DPW Garage consumed 44,739 kWh in FY24, from June 2023 through May 2024. In the same period, all Village government operations electricity consumption totaled 572,635 kWh. The Village contracts with an ESCO, Constellation Energy, delivered through Orange & Rockland.

Our goal is to install sufficient roof-top solar panels on this facility to offset as much electricity usage as possible across all Village accounts. This project will be funded in part by grants anticipated from NYSERDA in December 2024.

Responsive proposals must be submitted in a sealed envelope, be identified as "Response to Request for Proposal for Village of Warwick DPW Garage PV System", and be received by the Village Clerk at Village Hall, 77 Main St, Warwick NY 10990 by **1:00 p.m. on December 15, 2024**.

The Village of Warwick Board reserves the right to reject any and all proposals if it deems it necessary in the best interest of the citizens of the Village.

Notice of this RFP will be published in a local newspaper and posted on the Village website and other venues to solicit responses from interested and qualified firms.

The contractor selected for this project will work with the Village of Warwick Building Department to ensure all wiring and installation meets all NYS and local building and electrical code requirements.

The proposal must be based on behind-the-meter connection and net-metering guidelines.

The contractor selected must be NYSERDA certified.

The work quoted must be at prevailing wage.

SCOPE

To install a roof-mounted Photovoltaic (PV) system that will utilize all of the viable roof slope of the building and target production of at minimum 105,000 kWh via net-metering. The precise coordinates of the facility are [41.2557, -74.3500].

DELIVERABLES

The Bid proposal shall include costs and timelines for:

1. Project design including assessment of roof suitability, determination of optimum number of PV panels and placement to achieve maximum electricity production, locations of interconnections to grid, drawings of planned layout, and CESIR study.
2. Completion of all plans and stamps, submission for all permits, and Interconnection application to Orange & Rockland. Determine what, if any, upgrades are required and at what cost by Orange & Rockland.
3. Detailed list of all equipment proposed including number, specifications, and suppliers of PV panels, inverters, monitoring software/hardware, racking systems, wiring, etc. and manufacturers' warranties for all equipment proposed.
4. Installation of a grid-intertied PV System mounted on the south and north (as needed) facing slopes of the roof of the Village of Warwick DPW Garage. Warranty on work.
5. Filing of final interconnection with Orange & Rockland and initiation of system.

PAYMENT

Payment for services requires a monthly submission of a progress report and an invoice which sets out the services rendered and the costs incurred in providing those services. Invoices will be audited before they are approved for payment. The final invoice will be submitted upon completion and submission of all deliverables, anticipated to be Spring, 2025.

PROPOSAL REQUIREMENTS

The proposal must include

- A description of the PV project as applicable to the Village of Warwick
- A description of how the project will be carried out
- The individuals who will conduct the work, their resumes, their particular qualifications and a summary of their experience with similar projects
- An itemized budget, including all materials, permits, and hourly rates for services and identifying any other costs that may be charged for work performed by the selected contractor.

RFP PROCESS INFORMATION

All qualification and requirements must be met, or capable of being met, by the responding firm or its proposal will be rejected as nonresponsive.

All responsive proposals will be reviewed by the Village staff, which will make recommendations to the Village Board. Selection will be based on a staff review and evaluation of the contractor's qualifications. Past performance on projects of similar nature, magnitude, and complexity will be the principal evaluation factors. The committee may short-list firms for a formal interview process.

The Village Board will consider the recommendations of the Village staff, review the qualified responses to this RFP, and select a qualified, responsive firm that can provide the services required by the Village Board in a cost efficient manner.

In considering responses to this request, the Village staff and Village Board will consider:

- quality of the project description and thoroughness of the proposal
- professional qualifications and experience of the individuals who will provide services
- the experience installing PV systems of similar size
- references demonstrating the ability of the responding firm to efficiently and effectively install a PV system.

PROPOSAL STATEMENT FORMAT

Section I (1 Page Max) – Letter of Interest: The Letter of Interest should identify the project, the name of the firm, name of the firm's primary contact, address, telephone number, fax number and email address.

Section II – Business Organization and Resumes (3 Pages Max) - The name and address of the firm's organization and the branch office, if any, that will provide the services herein shall be stated. Resumes showing professional training and qualifications, relevant experience, and office locations of the principal individual(s) that will provide services should be attached. If any work will be performed outside the identified office on a regular basis, the response shall identify the nature of that work, the person who will perform it, and the location of the office

Village contractors are subject to the Village Code of Ethics. The response must include a statement from the firm that either there is not, to the best of their knowledge, any circumstances that would cause a conflict of interest in performing these services for the Village of Warwick, or an explanation of any circumstances that might result in a conflict of interest.

Section III – Statement of Intent (Max 1 Page) – The Statement of Intent shall describe the proposer’s approach to the successful implementation of the proposed scope of services, including:

1. A description of the Consultant’s understanding and approach to the Village’s proposed scope of services, including any recommended changes or revisions.
2. An outline of proposed methodology
3. An itemized budget
4. Links to similar completed projects

Section IV - References and Past Experiences (Max 3 Pages) – Provide three public agency references for similar work done by the contractor that will be providing services to the Village.

All things being equal, preference will be given to proposers with experience working with municipalities in Orange County or abutting counties in the mid-Hudson Valley and/or have key personnel located within the mid-Hudson Valley.

DRAFT

NON-COLLUSION AFFIDAVIT

VONP 24- 2

Roof-Mounted Photovoltaic System at Village of Warwick DPW Garage

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

(a) "By submission of this, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

Signed By (President or Authorized Representative)

Dated _____

Bid submitted by: Name:

Address:

Phone:

Fax #:

Email:

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
NOVEMBER 4, 2024
ADDENDUM NO. 1**

12. **MOTION** to grant permission to Warwick Youth Lacrosse Club to use Veterans Memorial Park for practices on November 6, 7, 13, 14, 20, and 21, 2024, from 5:30 p.m. to 7:00 p.m. Request includes use of restrooms and use of electricity for the football/Over 35 Field lights. Completed park permit, proof of insurance, field light fee, and security deposit have been received.

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

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

13. **MOTION** to approve amendment No. 2 and associated amendment No. 1 to the Engineering Services Agreement with Barton & Loguidice for the Lead Service Line Inventory Program with a 'No Cost' amendment to the total limit of *Phase 01 Assistance* from \$272,616.00 to \$233,142.90 and simultaneously increase the limit of *Phase 02 Subcontractors* from \$263,154.00 to \$302,627.10, with an increase of \$39,473.10 for *Phase 02 Subcontractors*. The overall total of \$535,770 for engineering costs does not change with amendment No. 2.

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

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

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form For Gatherings of Less Than 200 People

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: 11/1/24

Title of Event: Youth Lacrosse practices girls/boys

Purpose of Event: _____

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

South Street Lot 1st Street Lot Chase Lot (non-permit only)
 Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: N/A

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 11/6, 7, 13, 14, 20, 21 Rain Date Requested: N/A

Arrival Time: 5:30 PM Departure Time: 7 PM

Event Start Time: _____ Event End Time: _____

SECTION 3: APPLICANT INFORMATION

Check one: Non-Profit Organization Commercial/Business Organization Family

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Carl Vogt

**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 6 Cedar Lane Warwick Ny

Email Address: cvogt@RBSmllp.com Cell Phone: 845 649-0584 18990

Proof of Town of Warwick Residency of Responsible Party: Driver's License Utility Bill

Name of Organization (if Applicable): Warwick Youth Lacrosse Club Inc

Name of Organization's Director(s)/Officer(s): Tom Kelly - President Carl Vogt - Treasurer

Organization's Phone: 845 981-3236 Email Address: N/A

Mailing Address of Organization: PO Box 305 Warwick Ny 10990

Physical Address of Organization: N/A

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 25

* If greater than 200 people, at any given time DO NOT complete this form. See instructions.

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 10

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <input checked="" type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes _____ No <input checked="" type="checkbox"/>
Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i>	Yes _____ No <input checked="" type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up: _____</i> <i>Date & time tent will be removed: _____</i>	Yes _____ No <input checked="" type="checkbox"/>

RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> _____ _____ <small>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</small>	Yes _____ No <input checked="" type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <input checked="" type="checkbox"/>
Other <i>Please explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>

SPECIAL REQUESTS:

CHECK YES OR NO

Road Closure <i>List road(s):</i> _____ <i>Closed between the hours of _____ and _____</i> <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____</i>	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity <i>Only for lights</i>	Yes <input checked="" type="checkbox"/> No _____
Use of Memorial Park Football/Over 35 Field Lights <i>Additional fee required for use of field lights.</i>	Yes <input checked="" type="checkbox"/> No _____

Use of Memorial Park Pavilion Lights	Yes _____ No <input checked="" type="checkbox"/>
Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes <input checked="" type="checkbox"/> No _____
Other <i>Please explain: _____</i>	Yes _____ No <input checked="" type="checkbox"/>

SECTION 5: FEES/SECURITY DEPOSIT

Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick

\$200 Security Deposit - (*Must be a Separate Payment*)

Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Youth Lacrosse (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Youth Lacrosse (Name Organization).

Carlton William Vogt III
Printed Name of Applicant/Responsible Party

Carlton William Vogt III
Signature of Applicant/Responsible Party

11/1/24
Date

Office Use Only:

Security Deposit Check # 1599

Fees Received

DPW Pre-Approval NA

Certificate of Insurance

Park Map(s)

Facility Use Calendar

Host Liquor Liability NA

Police Dept. Approval NA

Parade Calendar NA

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

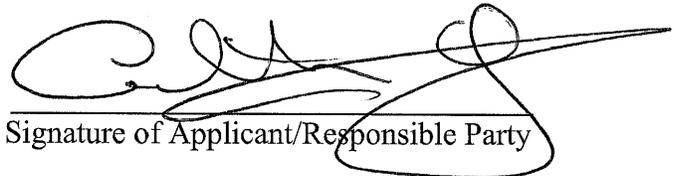
INDEMNITY & HOLD HARMLESS

FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services.

I have read and understand the Facilities Use Requirements:


Carter

Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

Date 11/2/22



October 31, 2024

Hon. Michael J. Newhard, Mayor
Village of Warwick
77 Main Street
Warwick, New York 10990

Re: Amendment No. 2 to Engineering Services Agreement
Lead Service Line Inventory Program

File: 1334.021.002

Dear Mayor Newhard:

This letter serves as amendment No. 2 to the agreement and associated amendment No. 1 signed by the Village on November 8, 2023 and June 5, 2024. We hereby request a "No Cost" amendment of the total limit of *Phase 01 Assistance* from \$272,616.00 to \$233,142.90 and simultaneously increase the limit of *Phase 02 Subcontracts* from \$263,154.00 to \$302,627.10. This is an increase of \$39,473.10 for Phase 02 Subcontractors. The overall total of \$535,770 for engineering costs for B&L to develop the LSL Inventory Program in accordance with NYSDOH requirements does not change with this amendment No. 2.

We trust that this amended agreement will meet the Village' needs for the LSL program. We are available to proceed immediately with the change upon authorization. We appreciate the opportunity to be of continued service to the Village.

If you have any questions regarding this amendment, please feel free to contact us directly.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Executive Vice President

JD/tlh

Attachments: NYSEFC Mandatory State Revolving Fund Equivalency Project Terms and Conditions for Equivalency Projects Funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund Programs



Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the changes described herein and in accordance with the Terms and Conditions of the original agreement along with the applicable NYSEFC terms and conditions included herein.

Hon. Michael J. Newhard, Mayor

Date



Mandatory State Revolving Fund Equivalency Project Terms and Conditions

**For Equivalency Projects Funded with NYS Clean Water State
Revolving Fund or Drinking Water State Revolving Fund**

Identify Contract Type prior to Advertisement for Bid:

- Construction**
 - Treatment Works and Drinking Water Projects**
 - Non-Treatment Works**

 - Non-Construction**
-

Effective October 1, 2023

**New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov**

Contents

INTRODUCTION.....	4
REQUIRED CONTRACT LANGUAGE	4
COMMONLY USED TERMS	4
SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS	5
SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS	5
I. General Provisions.....	5
II. Equal Employment Opportunities (EEO)	6
III. Good Faith Efforts and Fair Share Objectives for DBEs.....	7
A. Fair Share Objectives for this Contract are 20%	7
B. Good Faith Efforts.....	7
C. DBE Utilization Plan.....	8
D. Submission of Good Faith Effort Documentation.....	8
E. Quarterly Report.....	8
SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS.....	9
I. BABA Requirements	9
II. AIS Requirements.....	10
SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS.....	10
SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT	16
SECTION 6 RESTRICTIONS ON LOBBYING	16
SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	17
SECTION 8 CONSTRUCTION SIGNS.....	17
ATTACHMENTS (Required Forms).....	18
Attachment 1 – EFC DBE Utilization Plan	19
Attachment 2 – BABA Contractor’s Certification.....	20
Attachment 3 – AIS Contractor’s Certification.....	21
Attachment 4 – Lobbying Certification	22

INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Equivalency means projects in the amount equal to the funds “directly made available” by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than \$10,000.

The Disadvantaged Business Enterprises (“DBE”) requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

- A. Contractors and Subcontractors are required to comply with the following provisions:
1. 40 CFR Part 33 (“Federal DBE Regulations”) for contracts under EPA financial assistance agreements, as those terms are defined therein.
 2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 (“Title VI”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
 3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A (“Title VII”) for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.
 4. 41 CFR Part 60-4 (“Federal Affirmative Action Regulations”) for federal or federally assisted construction contracts in excess of \$10,000, as those terms are defined therein.
 5. Section 504 of the Rehabilitation Act of 1973 (“Section 504”) for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 (“Age Discrimination Act”) for any program or activity receiving federal financial assistance, as those terms are defined therein.
 7. Section 13 of the Federal Water Pollution Control Act (“Clean Water Act”) Amendments of 1972 (“Section 13”) for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.
- B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.
 - C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.
 - D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.
 - E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

- A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.
- B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

<https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet>, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
 2. Has 50 or more employees;
 3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
 4. Has a Contract, Subcontract, or purchase order amounting to \$50,000 or more.
- E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.
- F. For federal or federally assisted construction contracts in excess of \$10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.
- G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

- A. Fair Share Objectives for this Contract are 20%
- B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
 - a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
 - b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at <https://www.transportation.gov/DBE%20State%20Websites>, including:
 - c. DBEs certified in New York State: <https://nysucp.newnycontracts.com/>
 - i. DBEs certified in New Jersey: <https://njucp.dbesystem.com/>
 - ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx
2. Participation of Brokers and Truckers/Haulers
 - a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE’s prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
 - b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

- i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
- ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.
2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.
3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.
4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.
5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.
2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.
2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds “may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor’s Certification on the form attached hereto as [Attachment 2](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund (“CWSRF”) or the Drinking Water State Revolving Fund (“DWSRF”) financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation (“EFC”) through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron, steel, manufactured products, and construction materials used in the project be produced in the United States (“BABA Requirement”) including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the BABA Requirement,
- (b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as [Attachment 3](#) acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

- (a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
- (b) all of the iron and steel products covered by the American Iron and Steel Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
- (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than \$2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of \$2,000:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at <https://www.dol.gov/whd/regs/compliance/posters/davis.htm>. Wage determinations may be obtained from the US Department of Labor’s website, <https://sam.gov/content/wage-determinations>.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/forms> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.
8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
 - (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of \$100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than \$100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of \$100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 ("Lobbying Certification") in the form attached hereto as [Attachment 4](#), consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at <https://sam.gov/SAM/>.

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

If Contractor is expected to provide and install an EFC or BIL Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan



Environmental Facilities Corporation

NYS Environmental Facilities Corporation Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the [New York State Unified Certification Program \(NYSUCP\)](#), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non-DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
 - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
 - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the [Mandatory Equivalency Terms and Conditions](#) or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:		County:	
Project No.:	Contract ID:	Registration No. (NYC only):	
Minority Business Officer:	Email:	Phone #:	
Address of MBO:			
Electronic Signature of MBO: <input type="checkbox"/> I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			Date:

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			Contract Type: <input type="checkbox"/> Construction <input type="checkbox"/> Other Services	
Is the Prime Firm certified as a DBE? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please include Prime information in Section 3.				
Address:		Phone #:	Fed. Employer ID #:	
Description of Work:			Email:	
Award Date:	Start Date:	Completion Date:	DBE Fair Share Objective	PROPOSED DBE Participation
Total Contract Amount: \$			Total: 20% \$	Total: % \$
DBE Eligible Contract Amount: \$ (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)				
If fair share objectives are not met, documentation must be attached: <input type="checkbox"/> No Participation <input type="checkbox"/> Short of the DBE Fair Share Objective				
<input type="checkbox"/> Specialty Equipment/Services: must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is:		<input type="checkbox"/> The First/Original Utilization Plan <input type="checkbox"/> Revised Utilization Plan #:	
DBE Subcontractor Information		Contract Amount	For EFC Use:
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		
Business Name:	Fed. Employer ID#:		
Address:	Phone #:		
Scope of Work:	Email:		
Certifying Entity: <input type="checkbox"/> DOT in State of _____; or <input type="checkbox"/> SBA <input type="checkbox"/> Other (indicate entity): _____	Start Date: Completion Date:		

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION

Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.
2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.
3. Screenshots of search results (using commodity codes) from [DBE Directories](#) of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.
4. [A log of solicitation results](#), consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.
5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.
6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.
7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.
9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.
10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.
11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.
12. An invoice or executed purchase order showing the value of the equipment.

**NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE

Electronic Signature of Contractor: I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33.

Name (Please Type):

Date:

Attachment 2 – BABA Contractor’s Certification



Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – AIS Contractor’s Certification



Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION
FOR CONSTRUCTION CONTRACTS FUNDED THROUGH
THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR
THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE
NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 4 – Lobbying Certification



Environmental Facilities Corporation

**New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34**

SRF Project No.: _____
Recipient: _____
Project Description: _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
Contract ID: _____