# BOARD OF TRUSTEES VILLAGE OF WARWICK NOVEMBER 20, 2017 AGENDA

Call to Order Pledge of Allegiance Roll Call

1	Introduction	har	Marion	Morri	hord
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- 2. Acceptance of the Minutes of November 6, 2017.
- 3. Acceptance of Reports: Building Inspector (September 2017) and Justice (October 2017).

4.	Authorization to Pay all Approved and Audited Bills in the amount of
	\$
	·

5. Police Report.

# Correspondence

1. Two letters from Lehman & Getz regarding review of a Special Use Permit for Solar PV Project for Warwick Valley BBA, LLC.

# Discussion

1. Election hours.

# Privilege of the Floor

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

# **Motions:**

# **Trustee Cheney's Motions:**

 Motion to accept the Bid Proposal from TAM Enterprises, Inc. dated November 8, 2017 for disposal of wastewater treatment plant sludge for the period of November 2017 through May 31, 2021 based on the recommendation of Keith Herbert, Regional Manager, JCO and DPW Supervisor.

- 2. Motion to release the final retainage payment to Butler Construction Group in the amount of \$15,976.74 for the construction of the restroom facility at Stanley Demming Park.
- 3. Motion to accept the proposal for engineering services from Barton & Loguidice dated June 30, 2017 and authorize the Mayor to sign the contract for Wastewater Treatment Plant Disinfection Improvements at a Lump Sum fee of \$92,300.
- 4. Motion to accept the proposal for engineering services from Lehman & Getz dated November 14, 2017 for the proposed modifications to the Orchard Street sanitary sewage pump station with costs not to exceed \$25,000.
- 5. Motion to accept the proposal from SmartWatt Energy Inc. dated November 15, 2017 and authorize the Mayor to sign the contract for the installation of LED lighting in Village Hall at a cost of \$3,290.10.

# 6. RESOLUTION OPPOSING LIMITATIONS ON THE DEDUCTIBILITY OF STATE AND LOCAL TAXES

WHEREAS Congress is considering tax reform legislation that would eliminate or severely restrict the federal income tax deduction for State and Local Taxes (SALT);

WHEREAS this deduction, which has been in place for more than 100 years, is heavily utilized by residents of the Village of Warwick;

WHEREAS New York residents already send \$41 billion more to the federal treasury than the federal government returns to New York;

WHEREAS the state and local tax deduction is a fundamental principle of federalism and without it our residents would be faced with double taxation as they would be forced to pay federal income taxes on the taxes they must pay to state and local governments;

WHEREAS this federal cost shift onto local governments would place extreme pressure on the Village of Warwick budget, including diminished revenue for essential municipal services, including public safety and public infrastructure; and

WHEREAS increased federal taxation and reduced municipal services will harm local housing markets, decrease home values, erode local tax bases, and accelerate the departure of New York residents to other states.

NOW THEREFORE BE IT RESOLVED THAT the Village of Warwick expresses its strong opposition to any federal tax reform legislation that would eliminate or limit access to the State and Local Tax Deduction and urges each member of New York's congressional delegation to vehemently oppose any such bill, and directs that a copy of this resolution be sent to Member of Congress, Sean Patrick Maloney and the New York State Conference of Mayors.

# **Trustee Lindberg's Motions:**

7. Motion to accept funding in the amount of \$3,000 from the New York State Office of Children and Family Services Youth Development Program for the Village of Warwick's 2018 Summer Youth Recreation Program.

# **Trustee Patterson's Motions:**

- 8. Motion to grant permission for James Quackenbush to carryover three (3) vacation days.
- 9. Motion to hire Michael Finelli to the position of Full Time DPW Laborer at the starting rate of pay according to the Collective Bargaining Agreement as per the recommendation of the DPW Supervisor.

# **Trustee McManus' Motions:**

- 10. Motion to grant permission to the Albert Wisner Public Library to hold the Warwick Children's Book Festival on Railroad Avenue and Railroad Green on Saturday, October 6, 2018 from 11:00 a.m. to 4:00 p.m. Completed park permit, security deposit and proof of proper insurance have been received.
- 11. Motion to close Railroad Avenue for the benefit of the Warwick Children's Book Festival on Saturday, October 6, 2018 from 6:00 a.m. to 6:00 p.m.

# Reports:

**Trustee Cheney's Report:** Liaison to Planning & Zoning, Town of Warwick, Public Works Daily Operations, Engineering and Infrastructure, Green Building Practices/Alternative Energy Options, Citizens Awareness Panel/Jones Chemical, Orange County Planning.

**Trustee Lindberg's Report:** Liaison to Parks & Recreation, Weekender Bus & Transportation Issues, Traffic and Parking, Liaison to Warwick Fire Department, Safety Committee, Crosswalk & Pedestrian Issues, and Employee Training – Workplace Violence/Sexual Harassment.

**Trustee Patterson's Report:** Liaison to Merchants, Chamber of Commerce, Tourism, Issues of Public Health, Senior Citizens, Public Interface and Outreach, Government Efficiency, St. Anthony's Community Hospital and Bon Secour, Orange County Department of Health.

Trustee McManus's Report: Liaison to Albert Wisner Library, Warwick Valley Schools, Police, Ethics, Cablevision, Alteva (WVT), Issues of Emergency and Homeland Security, WYDO and Warwick Valley Community Center, Historical Society.

Mayor Newhard's Report

Final Comments from the Floor
Final Comments from the Board

**Executive Session, if Applicable Adjournment** 



November 15, 2017

Village of Warwick Board of Trustees 77 Main Street Warwick, NY 10990

Ro.

Solar PV Project for Warwick Valley BBC, LLC - Review of Special Use Permit

28 Church Street

Section 208, Block 2, Lot 3.22

L&G #1803.3

Dear Mayor Newhard and Trustees:

We have reviewed the response letter and attachments provided by Lotus Energy for the proposed project at 28 Church Street. We find that our review comments dated 10/20/17 and 11/9/17 have been satisfactorily addressed.

We consider the application to be complete from an engineering standpoint.

Sincerely.

Lehman & Getz, P.C., Village Engineers

David A. Getz, P.E.

cc: Village of Warwick Planning Board

Robert Dickover

RECEIVED

NOV 1 5 2017

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE



November 15, 2017

Village of Warwick 77 Main Street Warwick, NY 10990

Att: Raina Abramson, Village Clerk

Re: Solar PV Project for Warwick Valley BBC, LLC - Review of Special Use Permit

28 Church Street

Section 208, Block 2, Lot 3.22

L&G #1803.3

# Dear Raina:

You asked about our review fees for the solar project proposed at 28 Church Street. To date, our fees for the engineering review are approximately \$650. I expect that any additional review efforts will be minimal, so a \$1000 escrow amount should be more than sufficient.

Sincerely,

Lehman & Getz, P.C., Village Engineers

David A. Getz, P.E.

RECEIVED

NOV 1 5 2017

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE 77 Main Street
Post Office Box 369
Warwick, New York 10990
www.villageofwarwick.org



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

November 14, 2017

Memorandum to: Mayor Newhard and the Board of Trustees

From: Raina Abramson, Village Clerk

Re: Village Election Hours

The next Village Election will be held on Tuesday, March 20, 2018.

According to NYCOM, January 19, 2018 is the last day for the Board of Trustees to adopt a resolution identifying the polling place and the hours the polls will be open. By law the polls must be open at least noon to 9:00 p.m.

The offices to be filled at the upcoming election is for the Village Mayor and two (2) Village Trustees. Permission from the Warwick Fire District to use the Goodwill Hook & Ladder Company's meeting room has been requested.

I am respectfully requesting the Board consider that the polls be open from 6:00 a.m. to 9:00 p.m.

Thank you for your consideration in this matter.

Raina M. Abramson

Village Clerk

# memo

To: Mayor Newhard & The Village Board

From: Mike Moser, DPW Supervisor

Date: November 9, 2017

Re: Sludge Bid

Request a motion to accept the Sludge Bid Proposal from TAM Enterprises, Inc. for the period of November 2017 thru May 31, 2021; based on review by Keith Herbert, Regional Manager JCO and DPW Supervisor. Bid Opening was held November 8; three bids were received. Please see attached.

**RECEIVED** 

NOV 0 9 2017

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE



# AN ENVIRONMENTAL SERVICES GROUP

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

11/8/2017

Dear Village of Warwick Mayor and Board of Trustees; the following are my recommendations regarding the wastewater facility sludge bids received and opened on November 8<sup>th</sup>, 2017 at 12:00 p.m.

I am recommending that the following vendor and the respective sludge bids highlighted in blue are awarded for the contract dates: November 2017 thru May 2021

YEAR (November 2017 – May 31, 2021)	TAM	RESIDUALS MANAGEMENT (aka) EARTHCARE	SPECTRASERV
1	\$125.00	\$144.00	\$150.00
2	\$128.75	\$144.00	\$150.00
3	\$132.62	\$144.00	\$150.00
4	\$136.60	\$144.00	\$150.00

Bid pricing (PER/TON) highlighted with blue are being accepted solely on price.

Bid pricing (PER/TON) highlighted with red are being rejected solely on price.

If there are any further questions or concerns regarding this report, or any other related issue feel free to contact me at any time, either in my office (845) 986-6300 or on my cell phone (845) 866-0324.

Respectfully Yours

Keith J. Herbert

Regional Manager JCO Inc.



November 9, 2017

Village of Warwick Board of Trustees 77 Main Street Warwick, NY 10990

Att:

Mayor Michael Newhard

Re:

Stanley Deming Restroom Project

Butler Construction Group - Retainage

L&G #1800.43

Dear Mayor Newhard and Trustees:

Our office performed a final inspection of the construction of the restroom facility at Stanley Deming Park with DPW Supervisor, Mike Moser. The project was completed in substantial accordance with the contract plans and specifications on June 30, 2016. Butler Construction Group received its final payment from the Village, minus retainage, which was authorized on November 15, 2016.

The contract breakdown and payments are as follows:

Original Contract Amount: \$315,000.00

Change Orders:

#1 - \$2,500 - fence #2 - \$3,924.77 - backfill

#3 - (\$1,890.02) - door credit

**Total Change Orders:** 

\$4.534.75

Contract Sum with Change Orders: \$319,534.75

5% retainage: (\$15,976,74)

Total, less retainage: \$303,558.01

Previous Village payments: #1 (\$95,665.00)

#2 (\$68,376.03)

#3 (139,516.98)

\$303,558.01

Total:

65.00) VILLAGE

RECEIVED

NOV 1 3 2017

The final retainage payment is due to Butler Construction Group in order to close out the project. We recommend that the Village pay the retainage amount of \$15,976.74 to Butler Construction Group. We've attached the Contractor's Affidavit for Release of Payment/Retainage, which must be signed and notarized by the Contractor before payment is received.

Sincerely,

Lehman & Getz, P.C., Village Engineers

David A. Getz, P.E.

Dail a St

Cc: Butler Construction Group



June 30, 2017

The Honorable Michael Newhard Village of Warwick P.O. Box 369 77 Main Street Warwick, NY 10990

Re:

**WWTP Disinfection Improvements** 

**Engineering Services Design Proposal** 

File: 702.3010

Dear Mayor Newhard,

Barton and Loguidice, DPC (B&L) is pleased to provide you with our proposal to provide design, permitting and bidding services for the implementation of a new disinfection system at the WWTP.

# **BACKGROUND**

Based upon the new requirements contained in the Village's SDPES discharge permit issued in May 2016, a new effluent limit for Chlorine Residual was established. The new limit of 0.02 mg/l is reduced from the previous limit of 0.1 mg/l. A cursory assessment of chlorine residual was completed in December 2016 under our current WWTP study project and it was determined that the Village exceeded this new permit limit 80 out of 153 samples, or 52% of the time.

The existing liquid chemical feed dechlorination system is not able to successfully achieve the new limit of 0.02 mg/l consistently. This conclusion was discussed with the Village operators, JCO, and they reached the same conclusion. Attempting to continue with the chlorination/dechlorination system will continue to put the Village at risk for future violations and potential fines.

Based on the schedule contained in the SPDES permit the Village must submit a proposed solution to meet the new chlorine residual limit and must include a basis of design report along with final plans and specifications.

B&L is pleased to provide this proposal to provide professional engineering services to provide design, permitting and bidding services for an ultraviolet disinfection (UV) system for the WWTP.

It is assumed the system will be designed for the 1.0 mgd average daily flow limit and the associated peak hourly flows. As a construction cost savings measure, it is assumed the UV equipment will be placed in the existing chlorine contact tank but an evaluation of possible configurations will need to be completed as part of this project. If the UV equipment cannot be installed within the existing tankage a separate concrete tank will be needed.





# **SCOPE OF SERVICES**

# 1. Preliminary Design

B&L will complete a kick off meeting with the Village and Contract Operator and tour the site. The area of improvements will be reviewed and the record plans will be compared to actual site conditions to note any differences. Actual survey of the site/tankage is not included at this time.

B&L will review 12 months of historical influent average and peak hourly flows and provide a summary of design parameters to up to three different types/manufacturers of UV equipment. This will be in conjunction with new potential process changes being evaluated for the WWTP, so any impacts to the peak flows will be accounted for in the preliminary assessment.

In addition B&L will coordinate with a UV manufacturer for the analysis of effluent wastewater for UV transmittance so the system can be accurately sized to the meet effluent disinfection requirements. Samples will need to be taken by the Village's Contract Operator and shipped out for testing. There is no cost for the analysis by the manufacturer and a sampling protocol will be forward to the Contract Operator from B&L. Services by the Contract Operator are not included in this proposal.

B&L will assess the various equipment available to meet the design needs and develop a summary chart outlining the following:

- Equipment type
- Footprint requirements
- · Hydraulic requirements
- Capital costs
- Electrical costs
- Operation and maintenance cost and requirements

B&L will provide the Village with the summary chart and associated vendor quotes and review the data with the Village and the Contract Operator at a meeting.

Deliverable: Summary chart of available UV disinfection equipment

### Basis of Design Report

As a requirement of the SPDES permit a Basis of Design will be prepared based upon the selected UV equipment. The report will identify the following:

- Design parameters
- Equipment selected
- Proposed preliminary equipment layout
- Capital and operational costs



- Compliance with Ten State Standards and TR-16 guidelines
- Anticipated Schedule

A draft report will be prepared and submitted to the Village and the Contract Operator for review. Comments received on the report will be incorporated into the final report and submitted to the NYSDEC with the final plans and specifications.

Deliverable: Basis of Design report with narrative, calculations, equipment cut sheets and cost estimate

# 3. Final Design

- a. Finalize hydraulic analysis to determine headloss through the UV equipment and prepare a hydraulic profile based upon the existing elevations contained in the record plans.
- b. Prepare electrical calculations to confirm existing electrical service and generator are capable for operating the new equipment. For this proposal no upgrades to the generator or electrical service are included.
- c. Prepare final drawings and specifications for the UV disinfection system based upon the following anticipated improvements:
  - i. Site Plan
  - ii. Plans and sections of the UV equipment housed within the existing chlorine contact tank. A fixed control weir is assumed for this project. No new concrete tankage is assumed for this proposal.
  - iii. Structural design of a pole barn structure over the UV tank to provide cover for the operators and reduce issues with algae growing in the tank.
  - iv. Electrical and SCADA design to provide power and instrumentation/controls to the local control panels located at the UV tank.

The Contract Documents shall be based upon two (2) prime (general and electrical) construction contracts. Contract Specifications will utilize the Engineers Joint Contract Documents Committee (EJCDC) Construction Documents template.

- d. 60% Submission: Provide the following:
  - Contract Document progress submittals to the Owner at sixty (60) percent for Owner's review and comments. An electronic version will be forwarded to the Owner for review.
  - ii. Hydraulic calculations.
  - iii. Electrical calculations confirming existing service and generator are adequate.
  - iv. Preliminary Opinion of Probable Construction Cost.



- v. Conduct a review meeting and prepare meeting minutes and action items.
- e. 95% Submission: Provide the following:
  - i. Contract Document progress submittals to the Owner at ninety-five (95) percent for Owner's review and comments. Two (2) sets shall be provided.
  - ii. Two (2) complete copies of the Project Manual for the Village Review.
  - iii. Updated Opinion of Probable Construction Cost.
  - iv. Conduct a review meeting at the Owner's facility and prepare meeting minutes and action items.
- f. 100% Regulatory Submission: Provide the following:
  - Upon receipt of final Village comments prepare two (2) 100% complete sets of Contract Documents to the Village for submission to the NYSDEC. One set for the Village and one set for NYSDEC.
- g. 100% Submission (Bid Ready Set): Provide the following:
  - i. Upon receipt of NYSDEC comments prepare documents for bidding.
  - ii. Village will receive four (4) 100% complete sets of Contract Documents. One set for the Village and three sets for NYSDEC.
- h. Advise Owner of any adjustments to the Opinion of Probable Construction Cost immediately prior to final document distribution.

Deliverables: As noted in each of the plan submissions.

**Assumptions:** Village will be classifying this project as a Type II action and completing the necessary SEQRA documentation. No coordination with SHPO, archelogy, or wetlands is assumed at this time. No SWPPP is assumed at this time.

### 4. Bidding

- a. Manage distribution of Contract Documents to potential bidders via REV.
- b. Conduct Pre-Bid Conference at Owner's facility.
- c. Receive questions from perspective bidders, prepare addenda as appropriate to clarify, correct or change the bidding documents and distribute changes via REV.
- d. Consult with Owner as to the acceptability of subcontractors, suppliers and other individuals and entities proposed by prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
- e. Obtain bids received from the Village and prepare bid tabulation sheets and assist Owner in evaluating bids and in assembling and awarding contracts for the work. Village clerk will need to copy bids received and send to B&L.
- f. Provide a written recommendation for award to Owner.



- g. Secure the needed contract documents from each Prime Contractor after the Village has issued a Notice of Award and prepare five (5) copies of the original bound Contract Documents made ready for execution by the Mayor. Addenda will be bound into the final set of Contract Documents.
- h. Distribute executed Contract Documents.
- i. Prepare and issues the Notice to Proceed to each Prime Contractor.

Deliverables: Addenda, bid tabulation, and a written recommendation for contract award, notices of award, conformed contract documents, and notices to proceed.

Note that Construction Administration and Construction Observation services will be provided under a separate authorization.

# **ASSUMPTIONS**

- Village will be financing the project directly and no state or federal financing will be secured.
   Therefore no M/WBE requirements will be carried for this proposal
- 2. No survey is included as equipment is proposed within the existing chlorine contact tanks.

# **SCHEDULE**

The following schedule is anticipated:

# Task Description/Milestone

Regulatory Submission Regulatory Review 100% Bid Set Submission Bid Period Award Construction

# **Completed By**

July 31, 2017 (In accordance with the SPDES) September 2017 October 1, 2017 November - December 2017 January 2018 May – September 2018

# **FEE For Services**

We propose the Scope of Services for the following Lump Sum fees:

Preliminary Design, Basis of Design Report \$83,200 and Final Design Services (Tasks 1, 2 & 3)

Bidding Services (Task 4) \$9,100

Total Fee \$92,300

We would invoice monthly based on percentage of services completed through the invoice date.



We hope this proposal meets your expectations. If you have any questions please do not hesitate to contact us.

Richard A. Straut Executive Vice President		
<b>Encl Standard Terms and Conditions</b>		
Authorize Barton & Loguidice, D.P.C. is hereby authorized to pro- with the attached terms and conditions.		ibed herein in accordanc
Authorized Name	Date	
Authorized Signature		



# RECEIVED

NOV 1 4 2017

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE

November 14, 2017

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

Re:

**Orchard Street Pump Station Modifications** 

L&G #1300.61

Dear Mayor Newhard,

The following is a proposal to provide engineering services for the proposed modifications to the Orchard Street sanitary sewage pump station. The project will involve the construction of a small addition to the existing building to allow for the installation of a new bar screen. Earlier this year, we prepared a hydraulic analysis to demonstrate that the project will meet FEMA requirements for construction within the flood plain of the Wawayanda Creek. We have also had preliminary discussions on the bar screen design with Keith Herbert of JCO.

We anticipate that our scope of work will include:

- Preparing building and site plans for the proposed work. We will utilize as-built drawings provided by the Village and survey information prepared in 2015 by Jeff Doolittle.
- 2. Preparing technical specifications.
- 3. Preparing application forms and related documents for NYSDEC review and approval.
- 4. Coordination work for bidding, construction administration, and inspection.

In our budget estimates for fiscal year 2017-18, we estimated the cost to design the project to be \$18,000, plus the services of an architect and an electrical/mechanical engineer. We have enclosed proposals provided by Irace Architecture (\$2,600) and Blake Engineering (\$3,800). Their lump sum proposals do not include construction administration and inspection fees.

We propose to bill for our services on an hourly basis at our standard Village rates. We expect that our total fee, including the fees to be paid to Irace Architecture and Blake Engineering, will not exceed \$25,000 (twenty-five thousand dollars).

We can begin work on the project promptly. Please feel free to contact me with any comments or questions you may have.

Sincerely.

Lehman & Getz, P.C., Village Engineers

David A. Getz, P.E.

1600

# IRACE ARCHITECTURE P.C.

60 Main Street Suite 3-B Warwick, New York 10990 Liberty Professional Plaza Ferndale, New York P. 845-988-0198 F. 845-988-0298

November 9, 2017

# Proposal for Architectural Services

OWNER:

Lehman and Getz Engineering

17 River Street

Warwick, NY 10990

845 986 7737

PROJECT:

Orchard Street Pump Station

SCOPE:

Alterations to the existing pump station to include:

-Removal of some C.M.U. walls

-Adding a new door

-Infilling in the existing porch

**CONSTRUCTION:** 

Concrete block and metal doors.

BUDGET:

To be determined.

- BASIC SERVICES: 1. Design Meetings and Design Sketches
  - 2. Measure and Photograph Existing Conditions
  - 3. Draft Existing Conditions (ACAD)
  - 4. Design of Spaces & Structure
  - 5. Construction Document & Specifications
    - Satisfactory to meet the needs of the Building Dept. and satisfactory to meet the needs of a competent builder such that he/she can provide a responsible cost for the construction.
  - 6. Basic Electric Layout
  - 7. Blueprints
    - Six (6) complete sets, including two (2) stamped sets to be submitted by the Owner to the Building Department for a Building Permit.

ARCHITECT'S FEE	\$ 2,600.00
BASIS OF COMPENSATION:	
Down Payment	\$ 1,300.00
Construction Documents Complete	\$ 1,300.00

# **GENERAL NOTES**

- 1. Architect's fee does not include the cost of the Building Permit.
- 2. Owner shall obtain the Building Permit prior to construction.
- The Budget for this Project refers to the Construction Budget for the House/Project and excludes all site work, landscaping, septic and well work and all other work not inclusive in the House/Project.
- 4. Architect shall be compensated for work completed to date if House/Project is suspended or terminated.
- 5. Architect shall be reimbursed for all mailings as directed by Owner.
- 6. Architect's Fee to be renegotiated if Project area increases by more than 20 % after a contract has been signed.
- 7. A 1.5% Late Fee will be assessed to payments made after 30 days.
- 8. Architect may place a small name sign on the site that will be removed upon final payment.
- Architect reserves the right to photograph the Project and use these photographs in brochures, web site publication and in his portfolio. The Owner's name and site location will not be disclosed at any time.
- 10. Owner shall make Architect aware of any and all site constraints that affect the Project including but not limited to setbacks, wetlands, flood planes, deed restrictions, and local Building Department Approval procedures. Owner may have to hire a site engineer to obtain site approval.
- 11. The plans shall be sufficient to satisfy typical Building Department requirements. The Code Enforcement Officer reserves the right to request additional drawings or details, such as electrical, plumbing and HVAC specifications. These items shall be considered Additional Services.
- 12. To the maximum extent of the law, the client agrees to limit the Architect's liability for the client's damages to not exceed the Architect's Fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 13. This Proposal and Fee are valid for a period of sixty (60) days from the date submitted.
- 14. This Fee includes a maximum of one (1) generations of drawings. Additional Owner generated revisions are considered Additional Services and will be billed as per current Fee Schedule.

# **ADDITIONAL SERVICES**

- Any and all significant changes to the initial scope of work stated in this agreement shall be considered Additional Services.
- 2. Bidding and Negotiation Phase shall be considered Additional Services if services are requested.
- 3. Final walkthroughs and punch lists for completion of work at the Owner's request are Additional Services.
- Site Visits, upon request, shall be billed as Additional Services at \$250.00 per visit, to include travel + one (1)
  hour on site.
- 5. Any changes made at the request of the Owner after the delivery of the completed stamped Construction Documents and Specifications shall be considered and billed as Additional Services.
- 6. Additional blueprints, after delivery of stamped Construction Documents shall be billed @ \$3.00/per page.
- 7. Additional Services to be billed as per attached Fee Schedule.

David Getz, Owner	Joseph Irace, AIA LEED AP
X:	X:
Date:	



THIS AGREEMENT, Made as of Monday, October 16, 2017

Between the Client: Lehman & Getz

17 River Street Warwick, NY 10990

And: Blake Engineering PLLC 1898 County Route 1 Westtown, NY 10998

For the Project: Village Pump Station Electrical Modifications Design

For the Fee of:

- Design Services Lump Sum \$3,800.00
- Construction Administration Services Time & Material as needed



# SCOPE OF WORK

- 1. Blake Engineering PLLC will work as a sub-consultant to Lehman & Getz to provide Professional Engineering services for the design of the electrical systems for the proposed improvements to Village Pump Station located in the Village of Warwick, New York. The proposed improvements includes modifications to the existing building as well as the installation of a new bar screen. Blake Engineering will provide four (4) signed/sealed plans for submission to the Village of Warwick Building Department. Architectural, Structural, and Civil Engineering services are not included in our scope. However we will coordinate with the design provided by others.
- 2. The above noted lump sum design fees include the following items:
  - a) Site survey to verify existing conditions.
  - b) Design of the electrical modifications to the existing systems.
  - c) Design of power to the proposed bar screen.
  - d) Plans and specifications for bidding purposes.
  - e) The above lump sum fee does not include construction administration service. However construction administration services can be provided as needed and will be invoiced on a T&M basis based on the fee schedule in Section C below.

### **CLARIFICATIONS**

- 1. Cost estimates are not included.
- 2. Inspections in lieu of Building Inspector inspections are not included.
- 3. Structural engineering services are not included.
- Fire suppression sprinkler design services are not included.
- 5. Site engineering, including storm water drainage, topographic studies, environmental studies, septic or well design, etc. are not included.
- Architectural design services are not included.
- 7. Drawings will be prepared on bond media, ready for printing.
- 8. Specifications will be included on the drawings.
- 9. All printing costs will be billed at the prices listed below under Section 'C'.
- 10. If the scope of the work changes (i.e. increase or decrease in building size, etc.) there may be an adjustment in the fees.



### FIRM OWNERSHIP

The firm is a Professional Limited Liability Company (PLLC) owned wholly by Matthew G. Blake, PE, LEED AP.

### INSURANCE

1. Our Professional Liability coverage is with Beazley Insurance Company, Inc.; the limits are \$1,000,000 per claim, \$1,000,000 aggregate. A certificate of insurance will be forwarded upon request. Marshall & Sterling, Inc. is our agent (845-343-2138).

 Our General Liability coverage is with The Hartford Group, Inc.; the limits are \$2,000,000 per claim, \$4,000,000 aggregate. A certificate of insurance will be forwarded upon request. Marshall & Sterling, Inc. is our agent (845-343-2138).

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### A. General

- 1. The fee rates for the proposed scope of services are valid for 60 days from the date of proposal. Upon authorization to proceed, the fee rates shall remain in effect for a period of one (1) year. Blake Engineering reserves the right to revoke the fee rates by giving notice thereof to the client.
- 2. All schedules set forth in the attached scope of services commence upon receipt of a signed agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice. Blake Engineering reserves the right to require the client to pay an advance retainer before continuing with any work on the project.
- Blake Engineering reserves the right to require written authorization from the client before commencing any work on any additional services. Any fee adjustment required shall be established at that time.
- 4. All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by Blake Engineering are instruments of Blake Engineering's service that shall remain Blake Engineering's property. The Client agrees not to use consultant-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by Blake Engineering, or for future modifications to this project, without Blake Engineering's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Blake Engineering will be at the Client's sole risk and without liability to Blake Engineering or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Blake Engineering from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and



damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

- 5. Blake Engineering is not responsible for delays caused by factors beyond Blake Engineering's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Blake Engineering's reasonable control occur, the client agrees Blake Engineering is not responsible for damages, nor shall Blake Engineering be deemed to be in default of this Agreement.
- 6. The obligation to provide further services under this agreement may be terminated by either party upon seven (7) days written notice. In the event of any termination, Blake Engineering shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses. Until Blake Engineering is paid in full all sums due it, Blake Engineering shall not be obligated to turn over to the client any of its work products, including drawings, specifications, calculations, notes and other documents generated by Blake Engineering.
- 7. It is understood that the scope of work defined in this agreement is based on the information provided by the client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, additional services may be required, the scope of work may change even as the work is in progress. Blake Engineering shall make reasonable effort to contact the client when a change in the scope of work appears necessary, and the client, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
- 8. Unless otherwise agreed in writing, the client will furnish Blake Engineering with right-of-way access to the site and structure(s) in order to conduct the planned exploration or field services. Blake Engineering shall take reasonable precautions to minimize damage to the site and structure(s) due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. If the client provides a written request, Blake Engineering will restore any damage to the site and/or structure(s) and add cost of restoration to the fee.
- Record drawings, if requested by client, shall be prepared at additional cost based on information
  provided by the installing contractor(s). Blake Engineering will not be responsible for the accuracy
  of this information, nor for any errors or omissions which may appear in the record drawings as a
  result.
- 10. Blake Engineering shall have no responsibility for the discovery, presence, or removal of any hazardous material on the project site, however, these services can be provided at additional cost if requested by the client.
- 11. Blake Engineering and/or its authorized sub-consultant will conduct the research that in its professional opinion is reasonable with respect to the assumed locations of existing underground improvements. Such services by Blake Engineering or its sub-consultant will be performed in a manner consistent with the ordinary standard of care. The client recognizes that the research may not identify all underground improvements and that the information upon which Blake Engineering relies may contain errors or may not be complete. The client agrees, to the fullest extent permitted



by law, to waive all claims and causes of action against Blake Engineering and anyone for whom Blake Engineering may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by Blake Engineering.

- 12. If any provision of this Agreement shall be prohibited or found invalid under applicable law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision in this agreement being prohibited or invalid.
- 13. All services shall be performed by Blake Engineering using that degree of care and skill ordinarily exercised under similar circumstances by similarly situated members of the profession performing similar services and practicing in this or similar locations. Blake Engineering makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.
- 14. Presence/Discovery of Mold and/or other Hazardous Materials. Unless specifically included in writing, both parties acknowledge that Blake Engineering's Scope of Services does not include any services related to the presence of mold or other hazardous materials. In the event that Blake Engineering or any other party encounters any mold or other hazardous materials on or about the Project site, or should it become known to Blake Engineering that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of Blake Engineering's services, Blake Engineering may, at its option and without liability for consequential or any other damages, suspend performance of the Blake Engineering services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the mold or other hazardous materials. The Client agrees to bear all costs, losses and expenses, including the cost of Blake Engineering's additional services, arising out of or in any way connected with the discovery of mold or other hazardous materials.
- 15. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Blake Engineering agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- 16. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of this Agreement or related to the services under this Agreement, in accordance with Paragraph 15 above, then such disputes may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the Construction Industry Arbitration Rules of the American Arbitration Association current as of the date of this Agreement then pertaining.



# B. Invoicing and Payment

1. Invoices will be rendered monthly and become due 15 days after invoice date. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of one and one half (1.5) percent per month (18 percent annual interest rate).

2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this agreement, Blake Engineering shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this agreement.

3. Invoice payments must be kept current for the work to continue. If the client fails to pay any invoice due to Blake Engineering within 30 days of the date of invoice, Blake Engineering may, without waiving any other claim or right against Client suspend services under this agreement until Blake Engineering has been paid in full all amounts due Blake Engineering and / or any of its consultants and sub-contractors and shall not be responsible for any consequential damages arising from said work stoppage.

 Invoicing for out-of-pocket expenses including copying, travel, and overnight mailing shall be billed at cost plus 10%.

- Regardless of any credit terms that may be granted by Blake Engineering to Client, Blake Engineering
  may, at its sole discretion, require payment of an invoice in full at the time of delivery of a design
  submission.
- 6. Services not indicated and which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or on an hourly time & material basis at rates in effect the time the services are performed, plus reimbursable expenses as previously defined.

Payment to Blake Engineering is the sole responsibility of signatory of this agreement and is not subject to third party agreement.

### C. Standard Fees

 For hourly time and material services provided by Blake Engineering PLLC under this Agreement, the Client will pay to Blake Engineering PLLC compensation according to the following table:

Professional Engineer

\$ 160.00

Project Engineer

\$ 130.00

Staff Engineer

\$ 90.00

2. Blake Engineering PLLC will be reimbursed for all reasonable necessary plotting and mileage expenses incurred by Blake Engineering PLLC in connection with providing the Services hereunder. Plotting and mileage expenses in rendering services hereunder, shall be billed to the Client as follows:

a) Mileage is invoiced at \$0.54 per mile.

- b) 11"x17" plans are invoiced at \$0.50 per sheet.
- c) 24"x36" plans are invoiced at \$2.50 per sheet.
- d) 30"x42" plans are invoiced at \$3.50 per sheet.
- 3. Any increase in our fees will be made upon thirty (30) days, written, prior notice to the Client.



# D. Allocation of Risk

Blake Engineering agrees to carry the following insurance during the term of this agreement:
 General Liability and Professional Liability. Certificates of insurance will be furnished upon request.
 If the client requires insurance coverage or limits in excess of Blake Engineering's normal policies,
 and it is available, client agrees to reimburse Blake Engineering for such additional expense.

2. Client agrees, to the fullest extent permitted by law, to indemnity and hold harmless Blake Engineering, its officers, directors, employees, consultants and Subconsultants (collectively Blake Engineering) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for damages, liabilities or costs arising from Blake Engineering's sole negligence or willful misconduct..

3. To the fullest extent permitted by law, the total liability, in the aggregate, of Blake Engineering and Blake Engineering's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Blake Engineering's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Blake Engineering under this Agreement, or the total amount of \$25,000.00, whichever is greater.

4. For projects involving work on existing buildings, some assumptions may be made regarding existing systems and conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations. It is understood that these assumptions cannot be verified without damaging or destroying existing construction materials, which is outside the scope of our professional services.

5. For inspection and report / study projects, it is understood that only conditions that are both present and apparent at the time of the site visit are covered and that the report is not a guarantee or warranty.

6. Blake Engineering shall not be liable to any person that is not a party to the written agreement as to any statement, representation, and/or calculation set forth in the drawings, specifications, calculations, notes and other documents generated by Blake Engineering. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Blake Engineering. Blake Engineering's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Blake Engineering because of this Agreement or Blake Engineering's performance of services hereunder.

7. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client or Blake Engineering, their employees, agents, sub-consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.



8. Blake Engineering makes no warranty, express or implied, that its design is free of errors or omissions. The Client and Blake Engineering agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in Blake Engineering's drawings and specifications. Therefore, the Client agrees to set aside a reserve in the amount of twenty percent (20 %) of the estimated construction cost as a contingency to be used, as necessary, to pay for any premium costs associated with changes. The Client agrees to make no claim against Blake Engineering or its consultants in connection with any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Blake Engineering shall be responsible for premium costs incurred by the Client above that sum, but only to the extent caused by Blake Engineering's negligent acts, errors or omissions. In no event shall Blake Engineering be responsible for direct costs that the Client would have incurred in the construction contract, regardless of Blake Engineering's error or omission, nor shall Blake Engineering be responsible for any costs that constitute betterment or upgrades to the Project. If, due to Blake Engineering error, any required item or component of the project is omitted from the construction documents, Blake Engineering shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event shall Blake Engineering be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

# E. Construction Support Services

- 1. It should be understood that the presence of Blake Engineering's field representative shall be for the purpose of providing general observation of the construction work. Under no circumstances is it Blake Engineering's intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. Blake Engineering's observation of the work will not relieve the contractor of his responsibility to complete the project in accordance with the contract plans and specifications. The presence of Blake Engineering's field representative at the site is to provide the client with a source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. It is understood that Blake Engineering shall not be responsible for construction means, methods, techniques, sequences or for job or site safety on the project.
- 2. Any estimate prepared by Blake Engineering of the probable construction cost of the project or any part thereof is not to be construed nor is it intended, as guarantee of the actual contracted cost.
- 3. Blake Engineering shall not be required to sign any documents, no matter by whom requested, that would result in Blake Engineering 's having to certify, guaranty, or warrant the existence of conditions that Blake Engineering cannot ascertain.



The foregoing terms and conditions supersede any other terms and conditions set forth in any other document exchanged between the parties hereto.

This instrument constitutes the entire agreement between the parties hereto and sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiation or representations not expressly set forth in this proposal are of no force in effect. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns to the parties hereto.

By signature of this Proposal, the signee agrees that they will be personally responsible for payment of the fees due and agree to the scope of services and conditions described above.

If the above is acceptable, please sign where shown below, authorizing us to proceed with the work. Please keep one copy for your records. Thank you for the opportunity of submitting this proposal, and we look forward to our favorable reply.

For: B	lake Engineering PLLC	For: Lehman & Getz	
Ву:	Matthew Blake, P.E., LEED AP President	Ву:	A distance a naglamento medit
Sign:	Matthew G Blake	Sign:	
Date:	04-05-2017	Date:	



# Orange and Rockland Direct Install Business Program Financial Summary

**Customer Name:** 

Village of Warwick mayors office building

**Customer Address:** 

77 MAIN ST

City, State and Zip:

WARWICK, NY 10990

**Application Number:** 

ORSBDI-1554

Application Number. Onobbi 1994	
Value Analysis:	
Total Project Cost	\$ 4,768.12
Orange and Rockland Direct install Incentive	\$ 1,478.02
Orange and Rockland Direct Install Contribution Percentage	31 %
Customer Contribution	\$ 3,290.10
Savings Analysis:	3
Estimated Total Annual kWh Savings	7,579
Estimated Monthly / Annual Energy Cost Savings	\$ 107 / \$ 1,289
Simple Payback Period (Months)	31
Payment Options:	
Option A: Lump Sum Payment (5% discount on Incentivized Cost)	\$ 3,125.59
Lump Sum Simple Payback Period with 5% Discount (Months)	29
Option B: Extended Payment Plan (12 Monthly Payments)	\$ 274.18
Net Monthly Profit (Monthly Energy \$ Savings - Monthly Payment)	-\$ 166.80

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NOV 1 5 2017

Presented By

SMARTWATT

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE

# **Energy Savings Report**

Town Hall / AC with gas heat  Town Hall / AC with gas heat  Town Hall / AC with 1 M  gas heat  Town Hall / AC with 1 M  gas heat  Town Hall / AC with 9 T				20000	CARIN.		187.0440	, g , m, s	nasodo I de la	Annual	2,1400	Delta F	Lighting Savings Peak/Gross A	Annual
88 6 1 6		Watts	× ×		KWP		Watts	××	Control	Hours	kWh	9	KW GR	KWM
E H 6	1/25	25 (	0.20	2,600	520	RL/LED4.5/CANDEL ABRA	4	0.04	LEC/ONOFF	2,600	94	0.16	0.20	488
1 6	W4/2F32/E	29 (	0.18	2,600	460	RLRB/2LED10/L	22	0.07	LEC/ONOFF	2,600	172	0.11	0.13	330
6	W4/4F32/E	112 (	0.11	2,600	291	RLRB/4LED10/L	44	0.04	LEC/ONOFF	2,600	114	0.07	0.08	202
	TT/2FB32/E	59 (	0.53	2,600 1	1,381	RKTTW/3LED8.5/L	30	0.27	LEC/ONOFF	2,600	702	0.26	0.31	777
Town Hall / AC with 3 T	TF/4F32/E	112 (	0.34	2,600 8	874	RLRB/4LED10/L	44	0.13	LEC/ONOFF	2,600	343	0.20	0.24	209
Town Hall / AC with 1 M	W4/4F32/E	112	0.11	2,600	291	RLRB/4LED10/L	44	0.04	LEC/ONOFF	2,600	114	0.07	0.08	202
Town Hall / AC with 2 gas heat	1/60	09	0.12	2,600	312	RL/LED9.5/ALAMP- WarmGlow	10	0.02	LEC/ONOFF	2,600	49	0.10	0.12	301
Town Hall / AC with 1 gas heat	1/60	09	0.06	2,600	156	RL/LED9.5/ALAMP- WarmGlow	10	0.01	LEC/ONOFF	2,600	25	0.05	0.06	150
Town Hall / AC with 2 T	TF/4F32/E	112	0.22	2,600	582	RLRB/4LED10/L	44	60.0	LEC/ONOFF	2,600	229	0.14	0.16	405
with 1	W4/4F32/E	112	0.11	2,600	291	RLRB/4LED10/L	44	0.04	LEC/ONOFF	2,600	114	0.07	0.08	202
back storage room n Town Hall / AC with 1 leach back end gas heat	IH4/2F32/E	59 (	90.0	2,600	153	RLRB/2LED10/L	22	0.02	LEC/ONOFF	2,600	57	0.04	0.04	110
Town Hall / AC with 1 T	TF/4F32/E	112	0.11	2,600	291	RKTF/2LED10/L	22	0.02	LEC/ONOFF	2,600	22	0.09	0.11	268
Town Hall / AC with 4 S	S8/2F59/E	109	0.44	2,600 1	1,134	RKS8/4LED10/L	44	0.18	LEC/ONOFF	2,600	458	0.26	0.31	774
Town Hall / AC with 2 M	W4/2F32/E	59	0.12	2,600	307	RLRB/2LED10/L	22	0.04	LEC/ONOFF	2,600	114	0.07	60.0	220
with 1	S2/2F17/E	33	0.03	2,600	98	RLRB/2LED10/L	22	0.02	LEC/ONOFF	2,600	57	0.01	0.01	33
Town Hall / AC with 6 S	\$8/2F59/E	109	0.65	2,600 1	1,700	RKS8/4LED10/L	44	0.26	LEC/ONOFF	2,600	989	0.39	0.47	1,161
Town Hall / AC with 3 N	W4/2F32/E	. 29	0.18	2,600	460	RLRB/2LED10/L	22	0.07	LEC/ONOFF	2,600	172	0.11	0.13	330
with 2	TF/4F32/E	112	0.22	2,600	582	RLRB/2LED10/L	22	0.04	LEC/ONOFF	2,600	114	0.18	0.22	536
Town Hall / AC with 3 W	W4/2F32/E	59	0.18	2,600	460	RLRB/2LED10/L	22	0.07	LEC/ONOFF	2,600	172	0.11	0.13	330
Town Hall / AC with 1 gas heat	09/1	09	90.0	2,600	156	RL/LED9.5/ALAMP WarmGlow	10	0.01	LEC/ONOFF	2,600	25	0.05	90.0	150
រភ			4.03	pol	10,488			1.49			3,869	2.55	3.06	7,579

# Action Summary Report

		court clerks office	planning dpw building					hallway		rear rest room	
	Locations	clerks office	court room		planning dpw building			clerks office	mayor office	hallway	
		back storage room n	court room	planning dpw building	court room	conference room	foyer	back storage room n	hallway	bathroom upstairs	back storage room n
	Proposed Action Description		Relamp and Reballast with 2 10W LED 4ft and low power ballast	- 12	Retrokit 8' strip with (4) 10W LED lamps and low ballast factor	Retrokit 2x2 troffer with (2) 8.5W LED 2ft lamps and low ballast factor	Install New LED Candelabra 4.5W 2700k Dimmable lamp	Relamn and Behallast with 4 10M   ED 4ft and low nower hallast		Install New LED A-Lamp 9.5W 2200-2700K Dimmable WarmGlow lamp	Retrokit 2x4 troffer with (2) 10W LED lamps and low ballast factor
	Proposed Action Code	CALLEGATION OF THE CALLEGATION O	RLRB/2LED10/L		RKS8/4LED10/L	RKTTW/3LED8.5/L	RL/LED4.5/CANDELABRA	RI RB/41 FD-10/1		RL/LED9.5/ALAMP-WarmGlow	RKTF/2LED10/L
,	Total Project Quantity		15		1	ō.	80	oc	)	4	-

# Non-Incentivized Work

**Customer Name:** 

Village of Warwick mayors office building

Address:

77 MAIN ST

City, State and Zip:

WARWICK, NY 10990

The report below represents Non-Incentivized Work which will be invoiced to the customer directly by SmartWatt Energy:

Description of Work	Notes	Unit Price	Number of Units	Non-Incentivized Cost	
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### NO ADDITIONAL WORK NEEDED

### **Equipment and Customer Contribution**

SmartWatt Energy will provide the additional work and services as listed on the attached Non-Incentivized Work Report, incorporated herein by reference. These additional items may include wiring costs, fixture relocations, cap offs, permit fees, cost for work performed after normal day work hours, lift equipment, disposal, and other special applications. In addition, the costs involved with updates required to meet electrical codes/standards are the responsibility of the customer.

# **Direct Install Business Program Installation Contract**

**Customer Name:** 

Village of Warwick mayors office building

Vendor:

SMARTWATT ENERGY INC

Address:

77 MAIN ST

Audit Date:

11/7/17 2:00 PM

Town, State and Zip:

WARWICK, NY 10990

**Auditor Name:** 

cozza

**Account Number:** 

1276597008

**Application Number:** 

ORSBDI-1554

This Agreement is exclusively between the customer signing this Agreement below ("Customer") and SmartWatt Energy, Inc. ("Company"). Both Customer and Company may individually be referred to herein as a "Party" or collectively as the "Parties." This Agreement governs the installation of eligible Measures (defined and described in Section 9 below) pursuant to the Orange & Rockland Direct Install Business Program ("Program"); collectively, the "Work.". The Program offers business customers (such as the Customer) with average peak electric energy demand less than or equal to 110 kilowatts (kW) over the previous 12 months various energy efficiency Measures installed by the Company at a reduced cost.

This Agreement is not assignable except by written agreement entered into by the Parties. Neither Party shall unreasonably withhold consent to the other Party's assignment of this Agreement. Any attempted assignment without the consent of the other Party shall be null and void and of no effect. The Parties are independent contractors. As used herein this Agreement, the term "Orange & Rockland" shall mean Orange & Rockland Inc. depending upon the Customer's regulated utility account and facility address.

### 1. Measures to be Installed

The Company will install the Measures described in Section 9 below at the Customer's facility. The Company or its installation contractor shall permanently disable all equipment replaced pursuant to the Program and render replaced equipment unfit for reuse. The Company will remove and dispose of all lamps, ballasts and other replaced equipment in compliance with all local, state, and federal guidelines. By entering into this Agreement, the Customer hereby relinquishes all ownership or property rights to disabled and removed equipment.

### 2. Confidentiality

Without limiting the generality or specificity of any other provision of this Agreement or any other agreement between the Customer and Company, Company (and any subcontractor of Company) agrees to comply with all applicable laws, rules and regulations regarding the use, disclosure, protection and safeguarding of all Customer account information, meter information, name, address, billing information, or any other personally identifiable information concerning any Customer (collectively, "PII") that Company creates or receives from or on behalf of Orange & Rockland relating to the Work. Company shall only use PII for the purpose of providing the Work and will not use or disclose PII for any other purpose, including Company's own purposes. Except to the extent necessary to provide the Work, Company shall not use PII to create any de-identified or aggregated data without the prior written consent of the Customer. Company shall comply with and conform to recognized common body of knowledge standards and best practices regarding information security relating to sensitive data such as PII. Company will use and disclose only the minimum necessary amount of PII and the minimum number of persons necessary to accomplish the intended purpose of the Work. Company will employ administrative, physical, and technical safeguards to prevent the unauthorized use, insecure disclosure, compromise, or loss of PII. Upon completion of the Work, Company shall return or destroy all PII, keep no copies of PII, and certify in writing to the Customer that such return or destruction is complete. Company will immediately report to Customer any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. Company will fully cooperate with Customer in response to any such incident. Company will report to Customer and fully cooperate with Customer in responding to any complaints or questions regarding Company's or Orange & Rockland's privacy practices regarding PII. Company shall comply with all privacy and security policies relating to PII of Orange & Rockland that Orange & Rockland provides to Company, Company agrees to defend, indemnify and hold harmless Orange & Rockland and Customer and their respective parent, officers, directors, agents, affiliates, distributors, franchisees and employees against any loss, proceeding, lawsuit, claim, demand, damage, expense, or cost, including reasonable attorneys' fees (including allocated costs for in house legal services and external counsel) ("Liabilities") arising out of any act or omission related to or a failure of Company to comply with the terms of this section of the Agreement. In the event of any conflict between the indemnification provision in this section and any other indemnification provision(s) in the Agreement, the indemnity provision more specific to the Liabilities shall apply.

### 3. Installation Date

The Company will attempt to install the Measures within thirty (30) days of Customer signing this Agreement but makes no guarantees as to the final installation date of the Measures.

### 4. Warranty, Disclaimers, Indemnification

(a) For a period of eighteen (18) months after date of installation of the Measures, the Company will provide a one-time free of charge replacement of any equipment that fails to operate according to manufacturer's specifications.

(b) Customer may have other warranty rights that may be provided by the manufacturer of the devices installed under this Agreement. Customer, however, may exercise such rights only against the manufacturer, and not against the Company, Orange & Rockland or their respective parent, affiliates, subsidiaries or agents.

(c) Neither Orange & Rockland or the Company guarantees that the installed Measures will save any level of energy or result in the reduction in Customer's electric utility bill.

(d) Indemnification from Company: The Company shall indemnify and hold harmless Orange & Rockland and Customer from and against any and all Losses to the extent such Losses directly arise from the Company's (a) breach or default of any material provision of this Agreement, or (b) negligent or willful misconduct in the performance of this Agreement.

Initial:	
minutal.	

(e) Indemnification from Customer: As part of agreeing to participate in the Program, which includes financial incentives to reduce the Customer's net project costs, the Customer shall protect, indemnify, and hold harmless the Company and Orange & Rockland (including their parent, officers, directors, agents, affiliates, distributors, franchisees and employees) from and against any and all claims, demands, suits, actions or causes of action, liabilities, losses, damages, judgments, settlements, penalties, costs and expenses (including without limitation, attorney's fees and expenses) (collectively, "Losses") imposed upon or incurred by or asserted against the Company or Orange & Rockland resulting from, arising out of, or relating to the Company's performance of this Agreement, other than Losses resulting from the negligence or willful misconduct of, or the breach of this Agreement by, the Company, but specifically including any Losses resulting from breach or default by Customer of the terms and conditions of this Agreement. This indemnity obligation under this section shall survive any expiration or termination of this Agreement.

(f) The Parties agree that solely for purposes of enforcing Orange & Rockland's rights (specifically concerning indemnification and other liability protections) against either Party under this Agreement, Orange & Rockland shall be a third party beneficiary to this Agreement; but shall have no

performance related obligations under this Agreement or incur any other obligations whatsoever to either Party under this Agreement.

### 5. Limitation on Liability

Notwithstanding anything herein to the contrary, Company's and Orange & Rockland maximum liability to Customer for all Losses pursuant to this Agreement will be limited to any invoiced amounts actually received by Company from Customer with respect to the Work. Notwithstanding the foregoing, the Company and Orange & Rockland shall not be responsible or liable for (a) the condition, maintenance or repair of any electrical wiring or other existing condition located in or on the Customer's premises, (b) repairs or replacements of fixtures or lamps damaged or destroyed by acts of negligence of persons not under the direct supervision of the Company, (c) delays in the completion of the Work or for failure to give notice for such delays unless such delays are caused by the negligence of the Company, or (d) for the nonperformance of any of the terms or conditions of this Agreement directly attributable to a strike, national emergency, act of God or any other act for which the Company and Orange & Rockland are not responsible and over which Company and Orange & Rockland have no control. Notwithstanding anything herein to the contrary, neither the Company nor Orange & Rockland shall, in any event, be liable to Customer for incidental, indirect, special, punitive, exemplary or consequential damages.

### 6. Non-Incentivized Work and Customer Responsibilities

(a) The Program provides incentives of up to 70% of the cumulative fixed unit price of the project provided by the installation Contractor to all Customers participating in the Program. The fixed unit price is based on the 1 for 1 replacement or retro-fit of existing equipment utilizing the existing electrical wiring and mounting hardware present in the Customer facility. All additional Work outside of this scope and defined below will be itemized by type and cost in the "Non-Incentivized Work Report" provided as part of this Agreement. Any unforeseen additional Work and cost not presented as part of the "Non-Incentivized Work Report" will be presented to the Customer at the time of discovery. The Customer will have the right to cancel Work for which additional cost is required for installation of the Measure(s). If this Work is canceled, all related cost, savings, and incentives proposed for the affected Measures will be removed from the Work and reflected in the final invoice to the Customer.

(b) All aerial lifts and staging costs are the responsibility of the Customer and are not incentivized.

- (c) All incremental cost for specialty products above the cost of standard equipment prices offered on the Program will be the responsibility of the Customer and is not incentivized.
- (d) The Customer must provide reasonable access to all lighting fixtures and baseline equipment being replaced. If immovable objects are present which will lengthen the time required to install the proposed scope of work, the associated cost will be the responsibility of the Customer and is not incentivized.
- (e) All incremental cost to comply with Prevailing Wage Laws as required or requested for Work to be completed at the Customer facility will be the responsibility of the Customer and is not incentivized.
- (f) All additional electrical wiring, mounting requirements, material and labor cost outside of the standard scope of a 1 for 1 replacement will be the responsibility of the Customer and is not incentivized.
- (g) General waste generated on the project will be disposed of by the Company in containers provided by the Customer. The Company can arrange to have general waste containers delivered to the site upon request. The cost for general waste containers will be the responsibility of the Customer and is non-incentivized.
- (h) All additional electrical wiring, material and labor cost associated with compliance to all applicable electrical codes will be the responsibility of the Customer and is not incentivized.
- (i) All additional time and cost to trace circuits needed to de-energize equipment being replaced due to mislabeled or non-labeled circuit panels will be the responsibility of the Customer and is not incentivized.
- (j) All Work that is required to be installed outside of normal business hours (7AM to 6PM) will incur additional costs which will be the responsibility of the Customer and is not incentivized.

### 7. Discretion of the Installation Contractor

When undertaking the installation, the Company (at Company's sole discretion) may choose not to make the installation specified for reasons related to safety, discovery of unforeseen conditions, or the depletion of all Program incentive funds.

# 8. Access to Property

(a) The Customer must provide a reasonable inside space for delivery and temporary storage of equipment to be installed. The Company will make every reasonable attempt to provide at least 24 hours advance notice of equipment deliver to the Customer site.

(b) Upon completion of installation, Customer agrees to provide a reasonable inside space for lamps and ballasts to be stored prior to being picked up by an authorized waste transporter arranged for by the Company.

(c) Follow-up visits and on site monitoring: The installation Contractor, Orange & Rockland or agents of either Party reserve the right to make a reasonable number of both pre-installation and post-installation follow-up visits during the 36 months following the completion date of the Work. Such visit(s) will be at a time convenient to the Customer. The purpose of the follow-up visit(s) is to provide the Company and Orange & Rockland with an opportunity to evaluate the installed Measures in order to determine the actual kW reduction and energy savings for Program evaluation purposes.

(d) Any Customer receiving an incentive may be contacted by an evaluator to verify service/equipment installation or be asked to complete a Customer survey.

Initial:		
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9. Customer Contribut	tion				
installation including to a Lump Sum payment	install the equipment listed on the attach he estimated Customer Contribution is ite upon completion of the energy efficiency of the terms and conditions described in the	mized on this Report. To project, or by utilizing to	he Customer ma he "Extended Pa	ay choose to pay the Customer ayment Plan" offer to finance the	contribution as
THE CUSTOMER OPT	S TO PAY ITS COST CONTRIBUTION B	Y (CHECK ONE):			
Lump sum pay	ment of \$3125.59 (5% discount)	Extended Pay	ment (12) payn	nents of \$274.18 per month	
violations or other unfo written consent of the	nt of retrofits omitted from the original cor oreseen conditions, such omissions totalin Customer. If the actual cost of the installa is Agreement the Company shall adjust the	ig no more than 10% of ation is less than the est	the original cor imated cost or i	stract cost, may be installed wi f the Company chooses not to	thout the install Measure
proposed Measures. Pacomplete and agree to	poses the Lump Sum payment option, the ayment is due upon receipt of the invoice all terms of the attached Extended Paym on completion of the Work including but n	. If the Customer choose ent Plan Agreement add	s the Extended endum. The Co	Payment Plan option, the Cust mpany reserves all rights to co	tomer must llect payment
10. Participation in O	her Energy Efficiency Programs				
The installed measures Development Authority	are not eligible for incentives from other Programs.	Orange & Rockland Ene	rgy Efficiency P	rograms or New York State En	ergy Research
11. Entire Agreement					
between the Parties rel agreements, whether v and conditions and in t	ling all Exhibits to this Agreement and all ating to the subject matter hereof and su written or oral with respect to the subject the event any one of them shall be held if eof shall remain in full force and effect if	persedes all prior or sim matter hereof. All provis legal, invalid or unenford	ultaneous repre ions of this Agre ceable in an arb	sentations, discussions, negoti ement shall be considered as itration or by a court of compe	ations, and separate terms
12. Representations of	f Customer				
terms of this Agreemen	ovenants and warrants to Company that it; (b) will not violate any provisions of ap greement will not result in the breach of a	plicable law or its organ	izational docum	nents by performing under this	
13. New York State C	ertificate of Capital Improvement				
confirms that all work	ent, the Customer must agree to complete performed as part of the program does no ust be completed in its entirety before wo	t include the sale of any	items that will	not become a permanent part	
14. Authorized Signatu	are of Customer		tr		
By signing below, the (	Customer agrees to the applicability of the	terms and conditions d	escribed above		
CUSTOMER NAME	& ADDRESS WHERE MEASURES W	ILL BE INSTALLED:	E 0 21 0 0		
<b>Business Name</b>	Village of Warwick mayors office	Incorporated		Not Incorporated	
Address	77 MAIN ST	If Sole Proprietorship Federal ID # below.		e last 4 digits of tax ID. If not, p	olease provide
City, State, Zip	WARWICK, NY 10990	Federal ID #			
CUSTOMER		SMART	WATT ENERG	Y, INC.	
Signature:		Signatur	e:		
Name (Print):		Name (F	Print):	e 8	
Title:		Title:			
Date:	± 18	Date:			

Email:



# FOR IMMEDIATE RELEASE

November 13, 2017

Contact:

Peter Baynes, NYCOM Executive Director, 518-527-0350 Brian Shea, City of Albany, 518-434-5100

# MAYORS URGE NEW YORK CONGRESSIONAL DELEGATION TO VOTE NO ON TAX PROPOSAL THAT WOULD ELIMINATE SALT DEDUCTION AND REPEAL HISTORIC TAX CREDIT

**ALBANY** – Various mayors who represent key congressional districts across the state expressed concerns on Monday morning about the impacts of the proposal to eliminate state and local tax (SALT) deductions and the historic tax credit as part of the larger tax reform bill. Mayors spoke out against the elimination of SALT deductions and urged the New York Congressional delegation to vote against the tax reform bill when it comes to the floor.

Mayor Richard David of Binghamton was one mayor to express concern about the SALT provision: "Given the impact this will have on New York families and our economy, we respectfully urge our representatives to oppose eliminating or capping the SALT deductions as part of any tax reform proposal."

Mayor Kathy Sheehan of Albany also weighed in: "SALT is one of the six original federal tax deductions that has prevented taxpayers from paying a tax on money that is already being taxed. It has helped support state and local investments since 1913."

Mayor Jim Miccio of Fishkill and President of the New York Conference of Mayors agreed: "SALT deductions make the cost of living more affordable in states like New York. Eliminating the deductions for state and local income taxes and capping the local property tax deduction at \$10,000 would hurt hard-working New York families and eliminate a key incentive for homeownership."

These mayors join a broader national coalition, Americans Against Double Taxation, comprised of organizations representing state and local governments and officials, educators, police and firefighters, realtors and other stakeholders, to protect the deduction, arguing that many homeowners will see their taxes go up and property values go down as a result of the elimination of SALT.

The House is scheduled to vote on the bill and the SALT provision on Thursday, November 16.

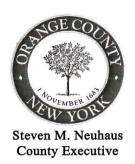
###

About New York State Conference of Mayors & Municipals Officials (NYCOM)

NYCOM is an association of, and for, cities and villages in New York. Since 1910, NYCOM has united local government officials in an active statewide network focused on the singular purpose of finding the most effective means of providing essential municipal services. Through the active participation of our membership, which represents more than 12 million New Yorkers, NYCOM is an aggressive advocate for city and village interests before the Executive, Legislative and Judicial branches of the state and federal governments.

About Americans Against Double Taxation

Americans Against Double Taxation is a coalition of state and local government organizations, service providers and other stakeholders dedicated to protecting the state and local tax deduction (SALT), a federal tax deduction claimed by 44 million American taxpayers that supports vital investments in infrastructure, public safety, home ownership and education. For more information, visit Americans Against Double Taxation.org.



# **ORANGE COUNTY YOUTH BUREAU**

39 Years of Promoting Positive Youth Development! 1978-2017



November 9, 2017

Mayor Michael Newhard Village of Warwick P.O. Box 369 Warwick, NY 10990 **RECEIVED** 

NOV 1 4 2017

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE

Dear Mayor Newhard,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved your application(s) for funding for **2018**.

Program Name(s) Funding Amount &		Funding Amount & Type(s):
Project for Youth	\$ 3,000	NYS OCFS Youth Development Program
	\$	select one
	\$	select one

A contract package with instructions will be provided to you after the first of the year.

<u>Before</u> you receive your contract package, please be sure to follow up on the following items to assist us with processing your 2018 contract in a timely manner:

<u>Revisions to your 2018 Application(s)</u>: If applicable, please submit revised budget paperwork to reflect your final allocation amount(s) to Nancy Bakker at nbakker@orangecountygov.com. Any revisions on programmatic forms can be submitted to your Youth Program Technician Michael Bark at mbark@orangecountygov.com. Note: ALL revisions are due by FRIDAY, DECEMBER 1, 2017.

Required Insurance Forms (for all) and Resolution (for Municipalities): For the 2018 contract year, the County will require 3 separate updated insurance forms. ALL forms must list the name of your agency/municipality as it appears on your federal identification form. You are asked to submit these insurance forms, BY THE END OF 2017, even before you receive your contract, to help the process go quicker.

Any Municipality receiving funding will also need a resolution from the municipality accepting the funding.

Please see page two for more details regarding insurance forms.

The 3 insurance forms you must submit to the Youth Bureau are as follows:

18 Seward Ave., Suite 102, Middletown, NY 10940 Email: YouthBur@OrangeCountyGov.com W Phone: 845.615.3620

Fax: 845.346.1170

Website: www.OrangeCountyGov.com/YouthBureau

select one



# **ORANGE COUNTY YOUTH BUREAU**

39 Years of Promoting Positive Youth Development! 1978-2017



# 1. Certificate of Liability Insurance Form:

- Under "Description of Operations," the County of Orange must be listed as Additional Insured.
- Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:
  The County of Orange
  c/o Orange County Youth Bureau
  18 Seward Ave.
  Middletown, N.Y. 10940
- **2. Certificate of Workers' Compensation Form:** The County is requesting form C-105.2 or U-26.3. The "Certificate Holder" box must also include the same wording as requested above.
- **3. Workers' Compensation Certificate of Disability Benefits Insurance:** The County is requesting form DB-120.1. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2018 UNLESS they comply with these directions. The forms may be e-mailed to <a href="mailto:lvandunk@orangecountygov.com">lvandunk@orangecountygov.com</a> or mailed to the attention of Linda VanDunk.

**Note:** If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please call Linda at 845-615-3620.

Municipalities/Agencies receiving NYS OCFS YDP funding, as well as County Solutions funding, submit fiscal claims directly to the Orange County Youth Bureau. Claim forms, along with the Policies & Procedures Manual can be found online at <a href="https://www.orangecountygov.com/youthbureau">www.orangecountygov.com/youthbureau</a>. Click on the "Funding & Forms" button and follow the prompts for either *Policies & Procedures* or *Fiscal Forms*.

We have worked very hard in our office to do what we can to streamline the contract process. Our goal is to shorten the turnaround time to securing your contract. To assist with that, please note that any delays during the contract process, due to your organization submitting required revisions, insurances, and signed forms AFTER the deadlines, will result in a penalty during next year's Proposal Review process.

As always, please do not hesitate to contact the Youth Bureau for any assistance, and/or to schedule to review your application(s) and how it/they scored during the Proposal Review Process.

Sincerely,

Rachel R. Wilson Executive Director

18 Seward Ave., Suite 102, Middletown, NY 10940

Phone: 845.615.3620

Fax: 845.346.1170

Email: YouthBur@OrangeCountyGov.com Website: www.Ora

Website: www.OrangeCountyGov.com/YouthBureau

Office of the Mayor

Board of Trustees
Village ClerkOV 0 9 2017

Treasurer

Telephone:

(Board Signature)

845-986-2031

Fax: 845 986 686 OF WARWICK
Public Works Supervisor AGE CLERKE TINGS HELD 1ST & 3RD MONDAY OF EACH MONTH

Telephone: Fax: 845-986-2081

845-987-1215

Village of Warwick

77 MAIN STREET P.O. BOX 369 **ORANGE COUNTY** 

Warwick, NY 10990

Village Justice

845-986-7044 Telephone:

Fax: 845-986-2870

Building, Planning, Zoning and Historical District

Review Board

845-986-9888 Telephone:

Fax: 845-987-1215

VACATION CARR	Y OVER
I James Quackenbush request (Name of employee)	to carry-over $3$ vacation days. (Amount)
	1
The reason time accrued or vacation was not used: And want to use #3 days to be taking No	6429th - Nov 30th - Dec 15
under article X sec.2(B) of the Village of Warwick Dep Bargaining Agreement and the Employee Handbook.  (Signature of employee)	(Signature of Department Head)  (Date)
VILLAGE USE O	NLY
Approved by Village Board Denied by Village Board  23 day 5 (Time Accrued)  Comments:	(Anniversary Date)
Comments.	

(Date)

# Memo

Date: November 14, 2017

**To:** Mayor Newhard & the Village Board **From:** Mike Moser, DPW Supervisor

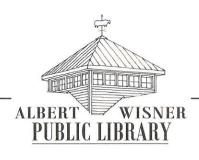
Re: Laborer Position

Request a motion to hire one DPW Laborer. Interviews were held on November 2<sup>nd</sup>. and 3<sup>rd</sup>. Seven candidates were interviewed by both myself and Jim Quackenbush. It is my recommendation that we appoint Michael Finelli to the positon of Full Time DPW Laborer, at the starting rate of pay according to the Collective Bargaining Agreement.



NOV 1 5 2017

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE



# RECEIVED

NOV 1 4 2017

November 9, 2017

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

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE

To the Hon. Mayor Michael Newhard and the Village Board of Trustees,

I am writing to request permission to hold the Warwick Children's Book Festival on Railroad Avenue and Railroad Green on Saturday, October 6, 2018 from 11:00am to 4:00pm. Railroad Avenue itself would need to be closed from 6:00am to 6:00pm to allow for tent set-up and removal.

We would also like to request permission to hang two (2) Warwick Children's Book Festival banners from Monday, September 24, 2018 through Saturday, October 6, 2018 as follow:

- a) West Street (20' x 3' banner) exactly as this year's, with date revised
- b) First Street (6' x 3' banner) comparable to West Street banner, only smaller

Enclosed are the facility use request, banner request, an insurance certificate from Seely & Durland and a deposit check.

If you require additional information or have any questions before making a decision on this, please do not hesitate to call me at the Library (986-1047). My colleagues and I appreciate your continued support, and thank you very much for your consideration.

Sincerely.

Lisa Laico

Co-Coordinator

Warwick Children's Book Festival

# VILLAGE OF WARWICK FACILITY USE REQUEST

Today's Date 1/9/17	Date(s) Requested: 10/6/18			
Time of Event: 11AM - 4PM				
Village Park/Facility Requested: Railroad Ave / Railroad Green ****Please use attached map to indicated areas to be used****				
Information about Group/Organiz Name of Organization or individual:	Lation: Albert Wigner Public Library/ Warwick Children's Book Festival			
Check One: Non-Profit	_501(c)3 For ProfitPrivate Event			
Proof of Residency:	Designated Contact: Lisa Lasco			
Mailing Address: McFaland	Drive, Warwick, NY 10990			
Telephone: (Day) 845 986 1047 (I	Evening) 845 986 5723 (Cell) 845 987 2881			
Total Participants Expected: 1200 A How will the event be advertised? b Is Village equipment required? V If needed, state type and for what pu	dren's Book Feshval (Sale of books; free on Green; free crafts for children on Green  dults 200 Children anners, press releases, digital/social media, printads Yes No urpose: Poad Closed Signs; Sawhorses; garbage ty on RR Green.  Non-Resident Participants:			
Will food be served? No Please give details:	Will food be sold?			
agrees to be responsible to the Village for the use and organization) does hereby covenant and agree to defen liability, loss, damages, claims, or actions (including copermissible by law, arising out of or in connection with by Albuk Wange Library	his form and attached regulations and agrees to comply with them. He/she care of the facilities. He/she, on behalf of Albert Wisner Union (name d, indemnify and hold harmless the Village from and against any and all osts and attorneys' fees) for bodily injury and/or property damage, to the extent h the actual or proposed use of Village's property, facilities and/or services (name organization).			
Signature of Organization's Representative (must be a Address: 28 Welling Au	e Telephone: 847-986-0861			
RECEIVED	Village of Warwick Resident)  E Telephone: 845-986-0861  H100. Security  deposit received			
NOV 1 1 2017	- For Foreign Control of the Control			

VILLAGE OF WARWICK VILLAGE CLERKS OFFICE