

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
DECEMBER 18, 2017
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Acceptance of the Minutes of November 20, 2017 and December 4, 2017.
3. Acceptance of Reports: Building Inspector (October & November 2017) and Justice (November 2017).
4. Authorization to Pay all Approved and Audited Bills in the amount of \$_____.
5. Police Report.

Correspondence

1. Letter from the New York State Department of Environmental Conservation regarding the Schedule of Compliance to meet the final effluent limit for the Total Residual Chlorine for the Village of Warwick Treatment Plant.

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:

1. Motion to accept the proposal for engineering services from Tectonic dated December 5, 2017 and authorize the Mayor to sign the contract for Dam Engineering Services including Dam Break Analysis (Task 1.2), Inundation Mapping (Task 1.3), Emergency Action Plan (Task 1.4) and As-Directed Services (Task 1.5) plus expenses (per schedule) at a cost not to exceed \$17,450.

2. Motion to approve the purchase of a E50 T4 Bobcat Compact Excavator from Clark Equipment Co. in the amount of \$73,140.13. This is a budget item; Equipment A5110.2350
3. Motion to rescind the motion made on November 20, 2017 to accept the proposal from SmartWatt Energy, Inc. dated November 15, 2017 in the amount of \$3,125.59.
4. Motion to accept the proposal from SmartWatt Energy, Inc. dated December 13, 2017 and authorize the Mayor to sign the contract for the installation of LED lighting in Village Hall at a cost of \$3,410.18.
5. RESOLUTION ADOPTING NEGATIVE DECLARATION UNDER SEQRA
IN REGARD TO MEMORIAL PARK PAVILLION PARKING LOT

WHEREAS, the Village of Warwick is undertaking a project in which a gravel parking lot for 48 cars, which includes gravel walkways, drainage improvements and landscaping, will be constructed and installed at Memorial Park near the existing park pavilion located at McFarland Drive in the Village of Warwick, New York; and

WHEREAS, this is an action subject to SEQRA; and

WHEREAS, the Village Board as the sponsor and sole involved agency (i.e., lead agency) in SEQRA review has prepared and reviewed a short Environmental Assessment Form ("EAF") Part I and has caused an EAF Part II to be prepared;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board accepts and adopts the EAF Parts I & II and authorizes the Mayor to sign the same, and
2. That after considering all of the information presented to it, including the EAF, the Village Board adopts the Negative Declaration attached hereto.

_____ presented the foregoing resolution which was
seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Eileen Patterson, Trustee, voting _____

George McManus, Trustee, voting _____

Trustee Lindberg's Motions:

6. Motion to hold the General Village Election at the Goodwill Hook & Ladder Company at 25 Church Street Ext. on Tuesday, March 20, 2018. The polls will be open from 6:00 a.m. to 9:00 p.m.

Trustee Patterson's Motions:

7. Motion to grant permission to the Warwick Valley Gardeners to hold their Annual Garden Tour on Railroad Green on July 7, 2018 from 8:00 a.m. to 4:00 p.m. with a rain date of July 8, 2018 from 8:00 a.m. to 4:00 p.m. Completed park permit, \$100 security deposit and proof of proper insurance has been received.
8. Motion to grant permission to the Warwick Valley Chamber of Commerce to hold the Warwick Valley Farmers' Market at the South Street Parking Lot from May 13 through November 18, 2018 except for Applefest Sunday, October 14. The proper insurance has been received.

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' 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

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Region 3

100 Hillside Avenue, Suite 1W, White Plains, NY 10603

P: (914) 428-2505 | F: (914) 428-0323

www.dec.ny.gov

December 4, 2017

Michael Newhard, Mayor
Village of Warwick
77 Main Street
Post Office Box 369
Warwick, NY 10990

Re: Village of Warwick Treatment Plant
Schedule of Compliance to meet the final effluent limit for Total Residual Chlorine
SPDES Permit # NY 0023680

Dear Mayor Newhard:

This office reviewed the technical justification provided by the Village for the request to modify the schedule of compliance dates for the disinfection upgrade. The proposed schedule submitted in the Village's October 23, 2017 letter and shown below is acceptable.

The Department proposes to modify the SPDES permit to include the following schedule for meeting the final effluent limit for Total Residual Chlorine:

Engineering Report, Plans, and Specifications Submission
Start Construction
Complete Construction

March 31, 2018
August 31, 2018
February 28, 2019

Be reminded that the SPDES permit Schedule of Compliance Part c) requires, no later than 14 days following each schedule date, submission of a written notice of compliance or non-compliance. Non-compliance with the schedule dates may result in an enforcement action by the Department.

Should you have any questions, please contact me at (914) 428-2505 ext. 357.

Sincerely,



Manju Cherian, P.E.
Professional Engineer 1

cc: Shohreh Karimipour, P.E., Regional Water Engineer
Shayne Mitchell, Bureau of Water Permits

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DEC 12 2017

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**



Department of
Environmental
Conservation

Village of Warwick
77 Main Street
PO Box 369
Warwick, NY 10990

ATTN: Barry Cheney, Deputy Mayor
VIA EMAIL (Cheney@VillageofWarwick.org)

December 5, 2017

**RE: W.O. 6016.04
VILLAGE DAMS
INUNDATION MAP UPDATE & TOWER INSPECTION
VILLAGE OF WARWICK, ORANGE COUNTY, NEW YORK
PROPOSAL FOR DAM ENGINEERING SERVICES**

Dear Mr. Cheney:

Tectonic Engineering & Surveying Consultants P.C. (Tectonic) is pleased to submit this Proposal to perform supplemental services at the Village Dams. As outlined in the Engineering Assessment prepared for the Lower Dam and as discussed recently, continued implementation of the scheduled tasks is recommended. The following items are offered contingent upon funds allocated under the current fiscal year:

- Tower inspection at Upper Dam
- Breach and downstream analysis based on a hydraulic model
- Inundation Map update
- EAP update

The following sections describe our proposed scope of services, limitations of service, and provide a detailed fee estimate. These services will be performed for the Village of Warwick, herein referred to as Client.

1.0 SCOPE OF SERVICES

1.1 Upper Reservoir Tower Inspection

A detailed inspection of the Upper Reservoir Dam low level outlet tower should include an inspection of both the exterior and interior of the structure. However, we understand that the tower structure has not been accessed for many years, the access ladder is in poor condition and not safe to use, the access manhole has not been opened for many years and it is likely the tower is inundated with water.

We recommend that a visual inspection of the above-water portion of the exterior of the tower be initially performed by our structural engineer while the reservoir water level is relatively low. The visual inspection will seek to identify conditions which might suggest distress of the structure such as cracks,

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tectonicengineering.com
Equal Opportunity Employer

corrosion, and unusual deformations. Execution of the visual inspection will be facilitated by a boat and aids such as digital photography and tape measure.

An Inspection Report will be prepared presenting the results of the visual inspection of the exterior along with photographs and providing a professional opinion on the condition and safety of the tower and recommendations for required maintenance or upgrade items. In addition, the overall low-level configuration and operation will be reviewed against current regulations and recommendations for remediation measures to bring the low-level system into compliance will be provided.

1.2 Sunny-Day And Storm-Day Dam Break Downstream Analyses

Perform hydraulic modeling of the downstream reach as necessary to calculate water surface elevations for use in the production of the downstream inundation mapping. We will utilize dam break analyses for the SDF without dam failure, Sunny Day failure (normal pool storage), and SDF failure as previously prepared. Provisions for cascading failures will follow DEC guidance based on current hazard classification. Perform downstream analysis using HEC-HMS to determine the inundation extents and limits.

1.3 Inundation Mapping Update

Prepare an update to the Inundation Mapping for the Spillway Design Flood (SDF) without dam failure, Sunny Day failure (normal pool storage) and SDF failure. The mapping terminates approximately 4 miles downstream of the dam at the railroad bridge south of Sanfordville Road (or sooner, if warranted). We will review the list of inundated/impacted facilities/structures. The functional classification of these structures (e.g. roadways, bridges, habitable structures) will be identified based on observations. A table of our findings with arrival time and water surface elevations will be provided. The inundation mapping for all three (3) cases will be overlain on current NYSGIS aerial imagery. Color copies of the completed Inundation Map will be provided. A DVD with the electronic versions of the Inundation Map (geo-referenced ArcGIS-compatible Shape Files and PDF) will also be provided. This document should replace those maps included with the current EAP.

1.4 EAP Update

Perform the annual EAP update review and update of the EAP document to incorporate: any past Client updates and the results of the scope outlined herein. Provide the inundation maps to the County Emergency Management Office (EMO). Coordinate with the County EMO to obtain their input. Submit the draft updated EAP to the Client and NYSDEC DSS for review and possible comment. The EAP will be submitted in hard copy form, bound in a three-ring binder, and will include all maps, figures and tables.

Calculations and hydraulic modeling data will be submitted in support of the estimated inundation areas. Hydraulic-based modifications to an EAP automatically require a NYSDEC review of the procedures employed.

Make one revision to the EAP, as appropriate, based on input received from the Client and NYSDEC DSS.

Provide Client with copies of the final revised EAP for distribution to all recipients. Sufficient bound hard copies, an unbound hard copy and the electronic Word file of the EAP will be provided. This approach will simplify reproduction of updates for distribution to responsible authorities and first responders. A DVD with the electronic versions of the Inundation Maps (geo-referenced ArcGIS-compatible Shape Files, AutoCAD 2004 and/or PDF) will also be provided.

1.5 As Directed Services

If the inundation limits vary substantially from those shown in the current EAP, additional steps are required by the NYSDEC to ensure authorities and first-responders are aware of the update:

1.5.1 Orientation Meeting

We will organize the orientation meeting to be held by the Client at a location provided. We will then present the EAP, obtain first-responder feedback, and respond to technical questions.

1.5.2 Promulgation and Concurrence

Prepare and manage the distribution of the EAP to all recipients. Process controlled document receipts and submit certification of distribution to the NYSDEC.

2.0 LIMITATIONS

The limitations of service shall be in accordance with the attached General Terms and Conditions of Agreement and the following:

- 2.1 The Client shall arrange for Tectonic to have access to the dam site and the immediate upstream and downstream areas. A boat will be required for the inspection of the Upper Reservoir tower structure. It is assumed that the Client will provide access to a boat.
- 2.2 Current copies of maps, emergency action plans, or other relevant documents related to the dam updated after 2013 shall be furnished by the Client to Tectonic.
- 2.3 Preparation of hydrologic, stability, or reclassification analyses, or the development of inspection and maintenance/operation plans are not included.
- 2.4 Inclement weather conditions (significant snow accumulation) may affect field work and could delay aforementioned project schedules.

3.0 SCHEDULE

The inspection can be scheduled within 2 weeks of notice to proceed. A draft inspection report will be forwarded within 2 weeks of the inspection. The breach analysis, inundation map update, and EAP update can be completed concurrently over 2 months.

4.0 FEES AND PAYMENTS

Tectonic will perform the scope and quantity of work outlined in Section 1.0 above based on the pricing lump sum fees (unless otherwise noted in the description):

Item	Description	Fee
1.1	Tower Inspection & Report	\$2,400.00
1.2	Sunny-Day and Storm-Day Dam Break Downstream Analyses	\$6,600.00
1.3	Inundation Mapping Update	\$3,200.00
1.4	EAP Update	\$3,000.00
Total:		\$15,200.00
As Directed Services		
	Expense Budget (See 4.1 below)	\$1,000.00
1.5	As Directed Service Budget (See 4.2 below)	\$3,650.00

- 4.1 Out-of-pocket reimbursable expenses for travel, photocopies, plan submission prints, record document purchase, and overnight mailings are not included in the lump sum fees and will be billed at cost. The current schedule of rates for reimbursable expenses is as follows:

Reimbursable Expenses	Rate
Photocopies (Black & White)	\$0.10 per 8 ½" x 11" sheet
Photocopies (Color)	\$0.60 per 8 ½" x 11" sheet
Travel	\$0.54 per mile (or current IRS rate)
Tolls	At cost
Record Documents	At cost
Plan Reproduction	\$2.50 per plan sheet
Overnight Mail (e.g. FedEx)	At cost

4.2 The budget for as-directed services was estimated using the following unit rates and quantities:

TASK	AS DIRECTED SERVICES	UNIT RATE	BUDGET QUANTITY	EXTENDED AMOUNT
1.5.1	Orientation Meeting	\$1,800.00	1	\$1,800.00
1.5.2	Promulgation and Concurrence	\$1,850.00	1	\$1,850.00
BUDGET SUBTOTAL				\$3,650.00

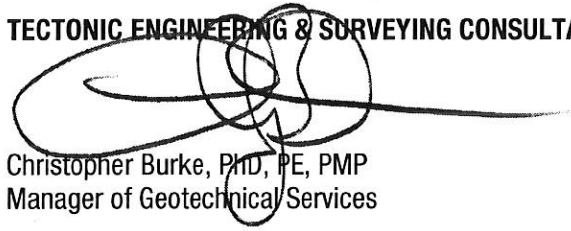
4.3 Fees shall be invoiced monthly based on approximate percentage complete, with payment due upon receipt.

Please have an authorized representative sign and return the attached Work Authorization and Proposal Acceptance Form indicating the acceptance of this agreement and the attached General Terms and Conditions of Agreement.

We look forward to assisting on this project. Should you require additional information, please do not hesitate to call the undersigned at (800) 829-6531 x3822.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.



Christopher Burke, PhD, PE, PMP
Manager of Geotechnical Services

Attachments: General Terms and Conditions of Agreement (4 Pages)
Work Authorization and Proposal Acceptance Form (1 Page)

cc: Mark Lukasik – Tectonic
Thomas J. Critelli – Tectonic
Edward Iamiceli – Tectonic
Michael J. Newhard – Mayor, Village of Warwick

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**TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

The engagement of Tectonic Engineering & Surveying Consultants P.C. (TECTONIC) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. By accepting this proposal the CLIENT certifies that funding has been secured and that adequate funding will remain available to pay all of TECTONIC's invoices within 30 days of date of invoice.
3. 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.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change TECTONIC's scope of services or increase fees must also be provided in writing as a hard copy.
5. All tracings, specifications, computations, survey notes, electronic files and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from any reuse of the above without the prior written consent of TECTONIC.
6. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
7. 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 substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
8. 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, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC 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.

9. Unless otherwise agreed in writing, the CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site 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 desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
10. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
11. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
12. CLIENT agrees to allow Tectonic to utilize its name as a Client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
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, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.
3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by TECTONIC. If the CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for work performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost.

3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, the CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this project unless said loss was caused solely by TECTONIC's own negligence.
3. For any such damage on account of any error, omission or other professional negligence, TECTONIC's total liability shall be limited to the available proceeds of TECTONIC's general and professional liability insurance coverage.
4. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of TECTONIC, including delinquent payment by CLIENT.
5. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g. zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved.
6. TECTONIC makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance and in the same locality.
7. TECTONIC employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the standard of care set forth herein. Client agrees that any supplemental requirements imposed on Client constitute additional work and Client agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
8. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from Tectonic's opinions or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface

structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or mis-located utilities.

2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that the CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the CLIENT in writing at the time the location diagram is supplied.
4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. It should be understood that the presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
2. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TECTONIC and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions, programs or enforcements. The CLIENT agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the Contractor. The CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
3. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify and hold TECTONIC harmless for any costs or liability

incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.

4. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
5. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
6. The CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

OFF112-12/8/15

WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: 6016.04 Date: 12/5/17 Retainer Amount Required: \$0.00

Project Name & Location: Village Dams – Tower Inspection and Map Update

Proposed Services: Dam Engineering Services

Proposal Acceptance

Acceptance(Signature): _____ Date: _____

Printed Name: _____ Title: _____

Company or Organization Name: _____

Client Contact Information (must be provided prior to starting work)

Scheduling Work	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		

MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD
FROM: MIKE MOSER
SUBJECT: EXCAVATOR PURCHASE
DATE: DECEMBER 12, 2017

Request a motion to approve the purchase of a E50 T4 Bobcat Compact Excavator from Clark Equipment Co. in the amount of \$73,140.13. This is a budget item; Equipment A5110.2350.

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DEC 12 2017

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE



Bobcat

Product Quotation

Quotation Number: HMM-06344

Date: 2017-11-30 13:17:51

Customer Name/Address:

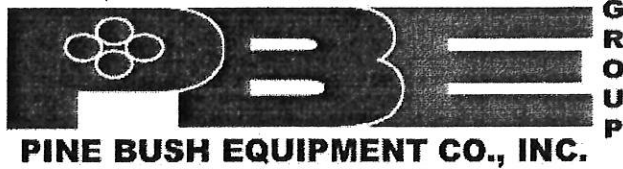
Bobcat Delivering Dealer

VILLAGE OF WARWICK - DPW
Attn: MIKE MOSER (x6)
77 MAIN ST, PO BOX 369
WARWICK, NY 10990
Phone: (845) 986-2031
Fax: (845) 591-5387

Joseph
Summit Handling Systems, Inc.,
Walden, NY
2500 ROUTE 208
WALDEN NY 12586
Phone: 845-569-8195
Fax: 845-522-8173

Clark Equipment Co dba Bobcat Company
PO Box 6000
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 701-280-7860
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E50 T4 Bobcat Compact Excavator	M3219	1	\$46,670.40	\$46,670.40
49.8 HP Tier 4	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift	Fingertip Boom Swing Control			
Auxiliary Hydraulics, Selectable Flow with Boom	Horn			
Mounted Flush Face Quick Couplers	Hydraulic Joystick Controls			
Cab Forward Standard Display	Rubber Track			
Canopy	Two-Speed Travel (with Auto-Shift)			
<ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 	Vandalism Protection			
Control Console Locks	Warranty: 12 Months, Unlimited Hours			
Control Pattern Selector Valve (ISO/STD)	Work Lights			
Dozer Blade with Float	X-Change (Attachment Mounting System)			
A71 Option Package	M3219-P01-A71	1	\$6,864.90	\$6,864.90
Cab Enclosure with Heat and Air Conditioning	Hydraulic X-Change			
Deluxe Cloth Suspension Seat	Hydraulic Clamp (Class IV)			
Long Arm w/ Enlarged Counterweight	M3219-R03-C02	1	\$1,423.10	\$1,423.10
Second Auxillary Hydraulics	M3219-R07-C02	1	\$956.20	\$956.20
36" MX4 XCHG GRADING	7333657	1	\$920.36	\$920.36
24" MX4 XCHG TEETH	7311868	1	\$946.20	\$946.20
40" Flail Mower	7225485	1	\$5,798.80	\$5,798.80
--- Case Drain (E45, E50 & E55)	7245618	1	\$201.37	\$201.37
--- Flail Mower Hoses (E42 LA, E45 LA, E50 LA, E55 LA & E55 Ext Arm)	7245459	1	\$174.80	\$174.80
--- X-Change Mounting Cap (E32, E35, E42, E45, E50, E55, E63)	7238337	1	\$600.40	\$600.40
HB1180 Hydraulic Breaker with Nail Point	7115923	1	\$7,854.60	\$7,854.60
--- X-Change Mounting Cap - HB1180/HB1380	7117325	1	\$421.80	\$421.80
--- Hose Kit - HB980/HB1180 (Long Arm)	6728967	1	\$148.20	\$148.20
Total of Items Quoted				\$72,981.13
Dealer Assembly Charges				\$159.00
Quote Total - US dollars				\$73,140.13



PO Box 106 • 97 Route 302
Pine Bush, New York 12566
845-744-2006 • Fax 845-744-2900
www.pbeinc.com

Ship To :

VILLAGE OF WARWICK
77 MAIN STREET
WARWICK, NY 10990

Invoice To :

VILLAGE OF WARWICK
P.O. BOX 369
WARWICK NY 10990

Branch 01 - Pine Bush, NY		
Date 04/14/2017	Time 15:11:03 (O)	Page 1
Account No. WARWI003	Phone No. 8459862031	Invoice No. E22190
Ship Via		Purchase Order
Sales Tax License No. 790790		Federal Exemption No.
Karie Boniface		Salesperson 777

EQUIPMENT QUOTE

Description ** Q U O T E ** EXPIRY DATE: 05/14/2017 Amount

Stock #: ? Serial #: 81000.00
KOMATSU PC45 CAB, ROAD LINERS, 24" BKT THUMB, 36" BKT (no
teeth) W/BOE

Miscellaneous Charges/Credits

DOC FEES KOMATSU NY Qty: 1 Price: 300.00 300.00

Authorization: _____ Subtotal: 81300.00
Quote Total: 81300.00

BUYERS AGREE TO PURCHASE THE ABOVE DESCRIBED EQUIPMENT FROM SELLER AT THE PRICES SET FORTH ABOVE AND ON THE TERMS SET FORTH ON THE FRONT AND REVERSE SIDES HERE OF. BUYER GRANTS SELLER A SECURITY INTEREST IN THE ABOVE DESCRIBED EQUIPMENT UNTIL PAYMENT THEREFORE HAS BEEN MADE IN FULL. FOR ANY ADDITIONAL TERMS WHICH ARE INCORPORATED HEREIN, SEE THE REVERSE OF THIS SECURITY AGREEMENT.

PCN 67606



KX040-4R3AP WEB QUOTE #899290

Date: 12/1/2017 5:48:22 AM

— Customer Information —

Moser, Michael

Village of Warwick

kboniface@pbeinc.com

8459862031

Quote Provided By

PINE BUSH EQUIPMENT CO., INC.

KARIE BONIFACE

97 STATE ROUTE 302

PINE BUSH, NY 12566

email: KBONIFACE@PBEINC.COM

phone: 8458006525

— Standard Features —

— Custom Options —



K Series

KX040-4R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

Eco Plus System
Auto Idler
Rubber Track Model
ROPS/OPG (Top Guard, Level
I) Air Conditioning Cab
Suspension Seat
Kubota 1 Hydraulic Pump Load
Sensing System
1 Variable Displacement Pump
All Controls Hydraulic Pilot
Controls
Two Operating Pattern
Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets,
Service Alerts
Float Angle Blade w/ Bolt-on
Cutting Edge
360 Degree Full Rotation
70 Degree Left, 55 Degree
Right Boom Swing
17.2 gpm Adjustable Auxiliary
Hydraulics Port 1
9.8 gpm Adjustable Auxiliary
Hydraulics Port 2
Thumb Bracket and Relief
Valves
Five Second Quick Preheat
System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed
Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

ENGINE

D1803 Kubota DI Turbo CRS Tier 4
Diesel Engine
3 Cylinder, 4 Cycle
38.9 Net HP @ 2200 rpm

OPERATIONAL DIMENSIONS

Max Digging Depth 11' 2.7"
Max Digging Radius @ Ground
Level 17' 9"
Max Vertical Digging Depth 7' 4.8"
Max Dumping Height 12' 9.5"

DOZER BLADE DIMENSIONS

Width 66.9"
Height 15.75"
Lift Above Ground 15.17"
Drop Below Ground 15.94"

PERFORMANCE

Digging Force @ Bucket (K7875)
9,535 lbs.
Digging Force @ Dipper Arm
4,112 lbs.
Travel Speed (Low) 1.8 mph
Travel Speed (High) 3.1 mph
Climbing Ability 36% / 20°
Lift Capacity 4,080 lbs.
Over Front
Blade Grounded
2.0 ft. Load Point Height
8.0 ft. Load radius

DIMENSIONS AND OPERATING WEIGHT

KX040-4R3AP, Rubber Tracks,
Air Conditioned
ROPS/OPG (Top Guard, Level
I) Cab, Angle Dozer Blade,
SP2
Overall Length 16' 8.2"
Overall Width 5' 6.9"
Overall Height 8' 1.8"
Operating Weight 9,855 lbs.*
Ground Clearance 12.9"
* Includes operator's weight,
175 lbs.

KX040-4R3AP Base Price: \$63,303.00

(1) QUICK COUPLER K7870-QUICK COUPLER	\$928.00
(1) 24" QUICK ATTACH TRENCHING BUCKET K7875-24" QUICK ATTACH TRENCHING BUCKET	\$1,302.00
(1) HYDRAULIC THUMB KIT K7910-HYDRAULIC THUMB KIT	\$2,625.00
(1) HYDRAULIC BREAKER HOSE KIT K7774-HYDRAULIC BREAKER HOSE KIT	\$686.00
(1) MECHANICAL QUICK ATTACH HAMMER BRACKET K7992-MECHANICAL QUICK ATTACH HAMMER BRACKET	\$818.00
(1) HYDRAULIC BREAKER (500 FT-LBS) KXB510Q-HYDRAULIC BREAKER (500 FT-LBS)	\$9,545.00
(1) RADIO WEATHER BAND KIT K7942A-RADIO WEATHER BAND KIT	\$248.00
(1) BEACON LIGHT KIT K7447-BEACON LIGHT KIT	\$285.00
(1) TRAVEL ALARM KIT K7927-TRAVEL ALARM KIT	\$143.00
(1) RETRACTABLE 3" SEAT BELT KIT K9943A-RETRACTABLE 3" SEAT BELT KIT	\$78.00
Configured Price:	\$79,961.00
State of New York Discount:	(\$19,190.64)
SUBTOTAL:	\$60,770.36
2Yr KX040-4R3AP Extended Warranty (2000 hrs.)	\$3,500.00
Dealer Assembly:	\$425.00
Freight Cost:	\$690.00
PDI:	\$250.00
Rock Hound 30EX Flail Mower	\$7,600.00

Total Unit Price: \$73,235.36

Quantity Ordered: 1

Final Sales Price: \$73,235.36

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

**STATE ENVIRONMENTAL QUALITY REVIEW
NEGATIVE DECLARATION**

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

December 18, 2017

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Warwick Village Board as Lead Agency, has determined that the proposed action described below will not have a significant environmental impact and a Draft Impact Statement will not be prepared.

Name of Action: Installation of a gravel parking lot for 48 cars, gravel walkways, drainage improvements and landscaping at Memorial Park near the existing park pavilion.

Action Type: Unlisted Action

Conditioned Negative Declaration: No

Description of Action: The Village of Warwick proposes to construct a gravel parking lot for 48 cars, and install gravel walkways, drainage improvements and landscaping at Memorial Park near the existing park pavilion located at McFarland Drive in the Village of Warwick.

Contact Person: Michael Newhard, Mayor, Village of Warwick, 77 Main Street, PO Box 369, Warwick, New York 10990.

Location: Memorial Park, McFarland Drive, Warwick, New York.

Reasons Supporting Negative Declaration:

The project site is an existing municipal park with existing improvements for such use. The Village's engineering consultants have reviewed the project and have caused a Phase I archeological study as well as a habitat site investigation to be conducted. The said engineering review and studies demonstrate that the project will not have any adverse visual, audible, aesthetic, odor, traffic, or other environmental impacts. Therefore, there are no significant adverse environmental effects associated with the proposed action as per review of the Short Form EAF and Part 2 prepared pursuant to SEQRA.

VILLAGE OF WARWICK
FACILITY USE REQUEST

Today's Date 11/29/17

Date(s) Requested: 7/7/18

Time of Event: 8am - 4pm

Reschedule 7/8/18

Village Park/Facility Requested: Railroad Green

****Please use attached map to indicated areas to be used****

Information about Group/Organization:

Name of Organization or individual: Warwick Valley Garden Club

Check One: ☒ Non-Profit ☐ 501(c)3 ☐ For Profit ☐ Private Event

Proof of Residency: _____ Designated Contact: Jim Bowes

Mailing Address: 7 Sandfast Ln Warwick

Telephone: (Day) _____ (Evening) _____ (Cell) 201-819-6961

Information about intended use of Village Facilities:

Purpose of Use: 2018 Warwick Garden Tour -
ticket sales etc

Total Participants Expected: 300 Adults 40 Children

How will the event be advertised? Handout Flyers, Advertise ads, website

Is Village equipment required? ☐ Yes ☒ No

If needed, state type and for what purpose: _____

Village of Warwick Participants: 60+ Non-Resident Participants: 300

Is an admission fee charged? ☒ Yes ☐ No

If so, what will proceeds be used for: Fundraising, offset costs etc

Will food be served? yes no Will food be sold? no

Please give details: _____

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 for the use and care of the facilities. He/she, on behalf of _____ (name organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village 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 Valley Garden Club (name organization).

Patricia C. Bouchard
Signature of Organization's Representative (must be a Village of Warwick Resident)

Address: 7 Sandfast Ln Telephone: 201-819-6961

Warwick, RI

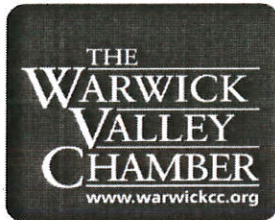
\$100 Rec.

Barb

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VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE



WARWICK VALLEY CHAMBER OF COMMERCE INC.

POST OFFICE BOX 202 • WARWICK, NEW YORK 10990

PHONE: 845-986-2720 • FAX 845-986-6982

WEB ADDRESS: <http://www.warwickcc.org> • E-mail: info@warwickcc.org

December 1, 2017

The Honorable Michael Newhard
Mayor of the Village of Warwick
Village Board of Trustees
PO Box 369
Warwick, New York 10990

Dear Mayor Newhard and Board of Trustees;

The Warwick Valley Chamber of Commerce would like to formally request permission to hold the Warwick Valley Farmers' Market at the South Street Parking Lot for this coming 2018 season.

The season runs from May 13 (Opening Day) through November 18, with the exception of October 14, 2018 (Applefest Sunday) as in former years. I have requested that Sanford Insurance Company send you the required Certificate of Insurance.

We thank you in advance for all your cooperation over the years with Farmers' Market and look forward to seeing you on Opening Day.

Thank you for your attention to this matter.

Very truly yours,

Michael Johndrow, Executive Director
Warwick Valley Chamber of Commerce

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DEC - 5 2017

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE