

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MARCH 18, 2019
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: February 19, 2019 & March 4, 2019
3. Acceptance of Reports – February 2019: Clerk's Office, Justice, Building, Planning Board & ZBA.
4. Authorization to pay all approved and audited bills in the amount of \$_____.
5. Police Report

Presentation

1. Mr. John Bolger from KC Engineering – Well #3 Treatment Evaluation Report

Announcement

1. Brush Pile Hours

Correspondence

1. Orange County Transportation Council – Free Pedestrian Road Safety Audit

Privilege of the Floor

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

Motions

Trustee Cheney's Motions:

1. **MOTION** to accept the proposal from Barton & Loguidice dated January 3, 2019 for Engineering Services for Water Storage Tank Improvements at the Reservoir Storage Tank for a lump sum fee of \$108,800 and authorize the Mayor to enter into an Agreement for the same.
2. **MOTION** to go out to bid for the following: Chemicals for the Water and Sewer Plant to include delivery to Water Plant, Well #2, Well #3, and the Micro Filtration Plant. Refuse - pickup and delivery of 30-yard refuse container on an as per need basis. Bids will be for the Fiscal Year June 1, 2019 through May 31, 2020. Bid opening to be held April 12, 2019 at 12 p.m. at Village Hall, as per the recommendation of the DPW Supervisor.
3. **MOTION** to rescind the motion made on February 19, 2019 to grant permission to Boris Rudzinski to attend the Hudson Valley CEO Educational Conference on April 24 through 26, 2019.
4. **MOTION** to grant permission to Boris Rudzinski, Building Inspector, to attend the Hudson Valley CEO Educational Conference at the Poughkeepsie Grand Hotel as per the attached agenda on April 24, 25, and 26, 2019 at a cost of \$300 for registration. The request includes use the Building Department vehicle, overtime and travel time outside of the regular workday.
5. **MOTION** to grant permission to Boris Rudzinski, Building Inspector, to attend the NYSBOC Training Wednesday, March 27, 2019, at a cost of \$60.00 for registration. This training will be held in Chester, NY at the Castle Fun Center from 7:30 a.m. to 4:00 p.m. Mileage reimbursement, travel time and overtime is not required.
6. **MOTION** to grant permission to Michael Moser, DPW Supervisor, to attend the NYSBOC Training Wednesday, March 27, 2019, at a cost of \$60.00 for registration. This training will be held in Chester, NY at the Castle Fun Center from 7:30 a.m. to 4:00 p.m.

Trustee Lindberg's Motions:

7. **MOTION** to grant permission to Bertoni Gallery to hold a Peace, Love, Music and Art Festival on Railroad Green on Sunday, June 2, 2019 from 10:00 a.m. to 6:00 p.m. and allow them to use five parking spaces in front of Railroad Green for unloading and loading. Completed park permit, security deposit and proof of proper insurance have been received.
8. **MOTION** to grant permission to the Warwick Masonic Lodge #544 to hold their annual Lobster Bake in the Memorial Park pavilion, including the use of alcohol within the park, on Sunday, June 9, 2019 from 7:00 a.m. to 8:00 p.m. Tables and chairs and bathrooms are requested. Completed park permit, security deposit, and proof of proper insurance including Host Liquor Liability have been received.

9. **MOTION** to adopt the Village of Warwick Background Check Policy effective March 18, 2019.

10. **MOTION** to adopt the Village of Warwick Investment Policy effective March 18, 2019.

Trustee Patterson's Motions:

11. **MOTION** to accept the proposal from Edmunds & Associates Credit Card Program for Water/Sewer Utility Payments at an annual maintenance fee of \$600, a one-time licensing fee of \$600, and a one-time fee of \$90 for the purchase of a credit card swipe device.

12. **MOTION** to grant permission to Mayor, Michael J. Newhard and Trustee William Lindberg to attend the NYMIR Discrimination & Harassment Complaint/Investigation Process Train-the-Trainer Seminar on April 11, 2019 from 8:30 a.m. to 11:30 a.m. at the Emergency Management Office, 22 Wells Farm Road, Goshen, NY at no cost for registration. Mileage reimbursement is applicable.

13. **MOTION** to grant permission to Mayor, Michael J. Newhard to attend the NYCOM Annual Meeting from Sunday, May 5, 2019 through Tuesday, May 7, 2019 at the Otesaga Hotel in Cooperstown, NY at a cost of \$285 for registration and \$320 per night for lodging and meals. An additional \$130 per night for lodging and meals will be paid directly to the hotel by Mayor Newhard in order to include a guest. Mileage reimbursement is applicable.

Trustee McManus' Motions:

14. **MOTION** to grant permission to the Warwick Valley Council Knights of Columbus #4952 to hold a "Choose Life Parade" on May 11, 2019 and use Railroad Green from 1:00 p.m. to 3:00 p.m. The parade will promptly step off at 1:00 p.m., with lineup beginning at 12:45 p.m. on High Street per the letter dated March 6, 2019. The parade route will be as follows: High Street, Main Street, Oakland Avenue to Railroad Avenue. Town of Warwick Police Department approval, completed park permit, proof of proper insurance and security deposit have been received.

15. **MOTION** to close High Street on Saturday, May 11, 2019 from 12:45 p.m. to 1:15 p.m. for the benefit of the Choose Life Parade.

16. **MOTION** to appoint MaryAnn Benedict to the position of Deputy Clerk effective April 1, 2019 at an annual salary of \$34,000.

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 Community Hospital, Bon Secour, and Orange County Department of Health.

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

Mayor Newhard's Report

Final Comments from the Floor

Final Comments from the Board

Executive Session, if applicable

Adjournment

**VILLAGE OF WARWICK
BRUSH DISPOSAL**

The Village of Warwick will again have the Brush Disposal Program. A Valid Picture ID showing Village Residency will be required at the site.

Only Village of Warwick Residents will be allowed to dispose brush at the disposal site. The disposal area is located at the Village of Warwick Dept of Public Works site in Memorial Park. No commercial operators will be permitted. **Brush cannot exceed 6" in diameter. Bagged leaves will be accepted. (paper only). No grass clippings will be allowed.**

Hours of Operation:

April/May/June – Saturday & Sundays 12pm-4pm

July/August/September – First and Third Weekends 12pm – 4pm

October/November – Saturday & Sundays 12pm – 4pm

Site Closed Applefest Sunday



ORANGE COUNTY TRANSPORTATION COUNCIL

Dear OCTC Members,

On behalf of the OCTC, we are excited to announce the opportunity for your community to have a Pedestrian Road Safety Audit (PRSA) performed by a nationally recognized leader in Road and Pedestrian Road Safety Audits (VHB), and supported by a team of New York State experts, and the Federal Highway Administration. The Pedestrian Road Safety Audits will be free of charge. The first round of solicitations is targeted to those communities that have the highest pedestrian demand and the greatest potential to benefit.

The goal of a PRSA is to answer the following questions:

- What elements of the road may present a safety concern to pedestrians: to what extent, to which road users, and under what circumstances?
- What opportunities exist to eliminate or mitigate identified safety concerns?

A PRSA is a formal safety examination of a future roadway plan or project or an in-service facility that is conducted by an independent, experienced multidisciplinary PRSA team. Typically, the roadway location or corridor has a higher than normal crash history, or potential, with vehicles, pedestrians, or other forms of traffic. The location could be as simple as an individual intersection or location, or as complex as a corridor (albeit limited) within a community. All PRSA's will include a review of pedestrian safety and countermeasures to improve an identified or potential pedestrian safety problem. The FHWA Pedestrian Road Safety Audit Guidelines and Prompt Lists provides transportation agencies and teams conducting a PRSA with a better understanding of the needs of pedestrians of all abilities, potential pedestrian issues and helps them identify specific safety concerns related to pedestrian safety throughout the PRSA process. The PRSA Guidelines and Prompt Lists can be found at https://safety.fhwa.dot.gov/intersection/other_topics/fhwasa09027/resources/Pedestrian%20Road%20Safety%20Audit%20Guidelines.pdf.

Very little effort will be needed on the part of the community as the consultant team will organize the audit and training, conduct the audit, and prepare the final report. This information can be used in the future to develop local safety projects and to support enforcement grants through the New York State Governor's Traffic Safety Committee (GTSC), roadway improvement and safety grants, and other resources that focus on injury prevention and pedestrian safety.

What is needed from the community is simply working with the consultant on:

- Identifying a date for the event and securing a physical meeting space.
- Assisting the team in identifying and inviting core personnel and participants (although, the team will be able to assist with partners such as enforcement, public health, etc.).
- Identify the site location or corridor (limited) to be studied for the Pedestrian Road Safety Audit.

The agenda for the two-day training and audit is attached.

Please contact Ashlee Long at along@orangecountygov.com by March 15, 2019 if your community is interested in having a pedestrian road safety audit, free of charge.

Preparing for a Road Safety Audit (RSA)

FHWA Safe Transportation for Every Pedestrian (STEP) program

The following information will help you to prepare for the upcoming FHWA-led and pedestrian-focused RSA.

1. Identify a date for the event

The FHWA STEP program supports **2-day RSA events** that include instructional training, field visits, and classroom discussions about findings and recommendations. These 2-day events are a significant time commitment for RSA participants, so a local host should contact participants several weeks in advance of the anticipated event. It is a good practice to offer multiple options for dates when contacting invitees, to find a 2-day period that works for most participants' availability.

2. Identify and invite core personnel and participants

The RSA should be led by a core team of local officials. The core team will involve 2 or more agency staff most directly invested in the process and outcomes of the RSA. The core team is responsible for planning and logistics for the RSA. A **full participant team of 6 or more individuals** representing a variety of disciplines and perspectives will also attend and actively contribute during the RSA. The participant team is expected to attend all events and may be asked to review draft report materials following the RSA. However, some participants, such as first responders, may only be available for a limited time during the 2-day event. Others may be invited to participate in the instructional training, but they may not be required for full participation in the 2-day event.

The participant team should include representatives from a variety of disciplines or agencies, according to the characteristics of the community and study area. The full participant team (including core personnel) should include the following representatives from local and/or State departments as applicable:

1. Transportation or traffic safety
2. Transportation planning (or MPO)
3. Public Works (Streets Maintenance)
4. Public transit
5. Law enforcement
6. Planning or Community Development

Additional stakeholders to consider inviting to the participant team include the following:

1. EMS or first responders
2. Public health
3. K-12 Schools
4. Neighborhood associations or community leaders
5. Elected officials
6. Economic development or commerce agency

It is critical to include representation from the transportation agency who owns or maintains the roadway facilities in the study area. For the purposes of an RSA sponsored by the Federal Highways Administration, the core team should invite a representative from the State FHWA Division office.

3. Select site(s) for the RSA

Existing crash analysis is often conducted to determine specific locations of interests – possibly through a hot spot or predictive analysis. If the agency has a Pedestrian Safety Action Plan, the plan may identify priority areas for investigation during the RSA. During RSAs focused on modes with limited crash data, such as pedestrians or bicyclist focused RSAs, other factors should be taken into consideration, including crash risk, network connectivity, identification

RSA Meeting Preparation

in a pedestrian plan, etc. It is also important to look at all crashes within a study area – and not just those pertaining to the focus of the RSA (such as pedestrians).

The number and length of locations that can be covered will vary. As a general rule of thumb, during a 2-day event, the team may be able to visit a total of 4-6 distinct sites within close proximity of each other or focus on 1 or 2 miles of a corridor(s) including similar characteristics.

4. Collect Data

The technical team (including FHWA consultants) will work with the host agency liaison to collect necessary data for identifying the RSA locations and preparing for the field review. The data is necessary to understand potential crash risks, specific intersections or locations for focused attention. The data will also be used to create base maps and crash diagrams for the sites to be used during the RSA.

Data sets that are preferred, representing the study area, for receipt before the RSA include the following:

- Crash data (GIS) and original, full crash reports, to include the crash description and diagram if possible
- Roadway characteristics (AADT, posted speeds, etc.)
- Pedestrian and bicycle volume estimates
- Plans for roadway or safety improvements (for example, are there any planned improvements that will be implemented in the near future)
- Plans for changes in land use/property access
- Location and types of pedestrian generators and attractors (i.e. employers, schools, parks, etc)
- Transit routes, stops, boarding data
- GIS data showing pedestrian and bicyclist amenities (if available)
- Community surveys or input (if available) about near-misses or perceived safety/access issues

Additional data may be brought by the participant team to the meeting:

- Planned maintenance activities (repaving, mowing, sign replacement, etc.)
- Speed study results and/or 85th percentile speeds
- Signalized intersection operation (signal phasing, turn restrictions, etc.)
- Parking restrictions or requirements
- Curbside activities, policies, and schedules (i.e. street cleaning, trash collection, EMS access)
- Agency policies for consideration for pedestrian/bicycle safety improvements

5. Creation of Meeting Materials

The core team and the technical team (consultants) will be responsible for developing a draft agenda or schedule for the RSA. See attached for an **example agenda** for a 2-day RSA event. The FHWA team will create materials for the event – such as site maps for each of the locations to be studied. The FHWA team will also be responsible for preparing presentations that will be used during the kickoff and preliminary findings meetings.

6. RSA Logistics

The host agency liaison will be responsible for securing physical meeting spaces for the portions of the RSA when the participant team will meet and discuss safety needs. The room or space should be large enough to comfortably host all RSA participants; should be located close to the site(s) being studied; should be secure while RSA participants leave personal belongings behind during field visits; should have easy access to restroom facilities; and should be equipped to support electronic equipment and projector images.

We also request that the host agency liaison secure a vehicle and driver for the duration of the RSA. Ideally, the vehicle would be large enough to fit the RSA team (such as a 16-passenger van or small transit vehicle).

RSA Meeting Preparation

Please note, FHWA cannot reimburse costs for room reservations, RSA participant time/meals, food, or vehicle rentals/fuel.

The host agency liaison will be responsible for providing printed materials and securing equipment for the RSA. The following items are suggested or needed to support an RSA:

- Printed copies of RSA agenda, sign-in sheets, and packets (as provided by the technical team)
- Safety vests and other reflective gear as necessary for field visits for all participants (most may be able to bring their own with advance warning and typically the host brings extras just in case anyone forgets theirs)
- Projector and projector screen
- Extension cord (if needed)
- Large passenger van and legal driver for the full participant team to the site(s)
- Lunch reservations or carry-in meals (FHWA cannot pay for RSA participant meals)
- Sunscreen
- Bottled water and cooler

7. Additional Information

For more information on Road Safety Audits, please refer to the following links for access to the current guidebook and case studies:

FHWA RSA Resources:

- FHWA Pedestrian RSA Guidelines and Prompt Lists:
<http://www.pedbikeinfo.org/cms/downloads/PedRSA.reduced.pdf>
- Improving Access to Transit Using Road Safety Audits: Four Case Studies:
<https://safety.fhwa.dot.gov/rsa/resources/docs/fhwasa16120.pdf>
- General RSA Resources: <https://safety.fhwa.dot.gov/rsa/resources/>



January 3, 2019

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

Re: Proposal for Engineering Services
Water Storage Tank Improvements
File: P702.3246

RECEIVED

MAR 11 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Dear Mayor Newhard,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for design and permitting for the Reservoir Water Storage Tank improvement project as identified in our "Water Storage Tank Consolidation Evaluation Report", dated November 2017 and the "Capital Improvement Plan", dated June 2015. The improvements include a new 1.2M gallon storage tank to be located adjacent to the existing Reservoir Storage Tank and installation of water mains to connect the new tank to the existing water system. Also included in this proposal is a revision to the "Water Storage Tank Consolidation Evaluation Report".

Bidding and construction phase services are not included herein and would be provided under separate authorization at a later date.

Scope of Services:

B&L proposes to provide the following scope of services:

1. Water Storage Tank Consolidation Evaluation Report Amendment

B&L will update the hydraulic water model and the recommendations section of the Water Storage Tank Consolidation Evaluation Report. Through several discussions with the Village water department concerning the Maple Ave Pump Station RPV issues, it was discovered that the Village's hydraulic water model did not have the area along Colonial Avenue in the proper hydraulic pressure zone. This makes the recommendations of the report inaccurate and therefore must be revised. The existing water model will be updated to reflect the changes to provide updated tank consolidation recommendations. B&L will verify the appropriate size and height of the proposed water tank to meet the Village's current and future needs. We will meet with the Village once to review the updated model results and report amendment.



2. *Survey and Base Mapping Services*

Survey and base mapping services will be required for design. B&L will retain the services of Azimuth Surveying & Cartography to prepare base mapping for the project area. All surveys will include all evident planimetric and topographic features such as one-foot contour intervals, structures, landscaping, trees, overhead utilities, poles, underground utility evidence etc. Property lines and roadway right of ways will be shown from tax maps and available infrastructure mapping provided to B&L from the Village. An easement or boundary survey is not included herein nor is any deed research / boundary survey research included.

Underground utilities will be located and shown based on existing utility mapping and Dig Safely New York mark-outs.

Horizontal and vertical datum will be state plane coordinates by static GPS processed by OPUS or NYSNET. A benchmark will be set at the site for use by the contractor.

It is assumed that easements and fee takings will not be needed since the tank site is located on village property and the watermain is assumed to be within village property or roadway right of ways. If it is determined during preliminary layout that temporary or permanent easements are required, then the preparation of the maps and descriptions would be completed under additional authorization.

3. *Subsurface Investigations*

B&L will retain the services of Aztech Environmental Technologies to complete soil borings and geotechnical analysis at the project site. Boring logs documenting subsurface conditions will be prepared for use in design and bidding phases of the project. A total of three (3) soil borings to an estimated depth of 25-feet each will be advanced at the tank site, or until practical refusal in which a 5-foot core sample will be taken. Split spoon testing will be conducted in accordance with ASTM D 1586 "Standard Methods for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils."

In order to contain costs, it is assumed that the Village will be responsible for clearing the area of trees in order for Aztech to access the site to complete the soil borings.

A geotechnical report will be prepared indicating allowable soil bearing capacity, estimated settlement, lateral earth pressures, as well as Seismic Site Classification and will be used to design the tank foundation.

4. *SEQR including Archeological Assessment and Threatened and Endangered Species Screenings*

B&L will prepare a SEQR Short-Form and assist the Village with the coordinated review process. It is assumed an Environmental Impact Statement (EIS) is not required.



Threatened and endangered species (T&E species) screening letters will be forwarded to the appropriate agencies. It is assumed that a habitat assessment will be required for the T&E species and can be completed at the same time as the wetland assessment discussed later in this proposal.

It is assumed that a Phase 1A archeological assessment will be needed. B&L will subcontract with STRATA to complete this literature study. At this time it is unknown if an archeological Phase 1B assessment will be required and therefore is not included in this proposal. If a Phase 1B assessment is required, it would be provided under separate authorization.

5. *Wetlands Assessment*

B&L will complete a site visit to determine if NYSDEC (state) or ACOE (federal) wetlands are present within the project limits. Wetlands delineation will be completed on site if needed and a delineation report and Nationwide ACOE wetlands permit application will be prepared and forwarded for review and approval. It is assumed that an individual ACOE wetlands permit or wetland mitigation design services are not required for this project. These services would be provided under separate authorization, if needed.

6. *Design Services*

B&L will prepare design plans and technical specifications for a new ground level storage tank. Improvements are generally defined in the previously prepared report and will be updated in the report amendment. The design will be in general conformance with the New York State Department of Health (NYSDOH) design standards as defined in "Recommended Standards for Water Works", except any variations approved by NYSDOH.

B&L will also prepare Contract and Bidding Documents for the project. The project will be bid and constructed with appropriate prime contracts in accordance with New York State public bidding laws. A project manual will be prepared that will include bidding forms and requirements, general conditions, contractual requirements, and will define the duties and responsibilities of the Village, Engineer and Contractor.

Three (3) meetings are included during the design phase of the project, kick-off, 50% design and 95% design.

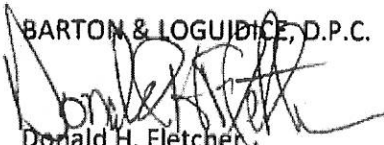
Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total lump sum fee of \$108,800. We would not exceed this amount unless the Village Board first authorized a modification of the scope and fee. Services would be invoiced to the Village monthly through the invoice date.



Thank you for the opportunity to be of continued service to the Village of Warwick. If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher
Senior Vice President

DSB/ojf
Encl. Standard Terms and Conditions

AUTHORIZATION

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in accordance with the terms proposed herein, and the attached terms and conditions.

Authorized Printed Name

Authorized Signature

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C.

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures

Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services

If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees (times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any).

4.0 Termination

If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries

Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.


10.0 Total Agreement

This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MICHAEL MOSER, DPW SUPERVISOR

SUBJECT: CHEMICAL /REFUSE BID 

DATE: MARCH 13, 2019

Request a motion to go out to bid for the following:

Chemicals for the Water and Sewer Plant to include delivery to Water Plant, Well #2, Well #3, and the Micro Filtration Plant.

Refuse – Pickup and delivery of 30-yard refuse container on an as per need basis to Central Garage, 24 Memorial Park Drive.

Bids will be for the Fiscal Year June 1, 2019 through May 31, 2020. Bid opening to be held April 12, 2019 at 12p.m. at Village Hall, as per DPW Supervisor Recommendation.

Date: February 7, 2019
To: Mayor Newhard & The Village Board
From: Cathy Schweizer, DPW Clerk
Re: HVCEOEC Seminar

Request a motion to grant permission to **Boris Rudzinski, Building Inspector**, to attend the Hudson Valley CEO Educational Conference on April 24, 25, & 26, 2019 at a cost of \$300.00. This conference will be held at the Poughkeepsie Grand Hotel in Poughkeepsie NY.

**RUDZINSKI , BORIS
REGISTRATION CONFIRMATION
PLEASE PRINT ALL PAGES OF
THIS DOCUMENT IMMEDIATELY**



NY0049250

PAYPAL LINK CLICK HERE

BORIS

**Congratulations. You have been confirmed for Attendance at
The HUDSON VALLEY CEO EDUCATIONAL CONFERENCE
April 24, 25, 26, 2019**

**The Conference will be held at:
Poughkeepsie Grand Hotel
40 Civic Center Plaza
Poughkeepsie NY 12601**

**Registration table opens Wednesday, April 24, 2019 @ 7 AM IN THE CIVIC CENTER
Class starts at 8:00 AM
THERE WILL BE A SPECIAL PRESENTATION AT 7:45 AM
Registration Table for Thursday, April 25, 2019 opens @ 7:15 AM. IN HOTEL
Classes starting @ 8 AM
Assembly Breakfast starts @ 7:15 AM on Friday, April 26, 2019 IN HOTEL
Classes starting @ 9 AM
WEDNESDAY ALL CLASSES AT THE CIVIC CENTER
THURSDAY AND FRIDAY ALL CLASSES AT THE POUGHKEEPSIE GRAND HOTEL**

Please carefully review all information below for accuracy.

email any corrections to register@codesclass.com

**Last Name: RUDZINSKI
First Name: BORIS
Middle Initial:
Title: BUILDING INSPECTOR
Address Line 1: 77 MAIN STREET
Address Line 2:
City: WARWICK
State: NY
Zip: 10990
email: building@villageofwarwick.org
Municipality or firm: VILLAGE OF WARWICK
NY Training Id Num: NY0049250
FDID Num: 36819
Phone Number: 845-986-2031**

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD
FROM: BORIS RUDZINSKI, BUILDING INSPECTOR
SUBJECT: NYSBOC TRAINING
DATE: MARCH 12, 2019

Motion to grant permission to Boris Rudzinski, Building Inspector, to attend the NYSBOC Training Wednesday March 27, 2019 at a cost of \$60.00. This training will be held in Chester NY at the Castle Fun Center registration will be at 7:30am and dismissal will be at 4:00pm. Boris will be attending with Mike Moser, DPW Supervisor in the Supervisor Vehicle. No overtime is required.

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD
FROM: CATHY SCHWEIZER, DPW CLERK
SUBJECT: NYSBOC TRAINING
DATE: MARCH 12, 2019

Motion to grant permission to Michael Moser, DPW Supervisor, to attend the NYSBOC Training Wednesday March 27, 2019 at a cost of \$60.00. This training will be held in Chester NY at the Castle Fun Center registration will be at 7:30am and dismissal will be at 4:00pm. Mike Moser will be attending with Boris Rudzinski; they will be taking the Supervisor Vehicle.



Meeting Announcement

DATE: Wednesday, March 27, 2019

REGISTRATION: 7:30AM to 8:00 AM

MEETING/CLASS TIME: 8:00 AM to 4:00 PM Meeting/Class

LOCATION: The Castle Fun Center, 109 Brookside Ave, Chester, NY 10918
845-469-2116 ext. 0

PROGRAM:

49-6859	ICC Evaluation Services Overview	1 Hour Credit
49-5662	Legal Aspects of Code Enforcement	2 Hours Credit
49-6848	Changes to NFPA 72	2 Hours Credit
49-6967	Fuel Dispensing	2 Hours Credit
49-6763	NYS Truss Identification Law	1 Hour Credit

CREDIT HOURS: 8 Hours

COST: NYSBOC Members: \$60 per person
Non-NYSBOC Members: \$85 per person

RSVP BY EMAIL: Reservations taken up to Friday, March 22, 2019

BJ Gettel, Treasurer
Tri County Chapter of NYSBOC
PO Box 222, Kauneonga Lake, NY 12749
845-583-4350 X111
845-583-4710 (fax)
Info@tricountynysboc.org

Vouchers are your reimbursement, not a form of payment to Tri-County.
Send them to BJ Gettel at the above fax or email address listed above. They will be signed and returned to you promptly for processing.



Handcrafted Designer Jewelry

1392 Kings Highway, Sugar Loaf, NY 10981 • PO Box 563 • (845) 469-0993
50 Main Street, Warwick, NY 10990 • (845) 324-8686

bertoni@optonline.net
www.bertonigallery.com

Dear Village Board of Trustees,

I would like to ask your permission to hold a Peace, Love, Music and Art Festival on Railroad Green. I have put together many local events in Sugar Loaf over the years including music, dance, poetry and art events.

I am an artist and gallery owner. I own Bertoni Gallery in Sugar Loaf for 19 years and my newest location is at 50 Main Street, Warwick, NY. We will be having a follow up art show and reception at the Warwick location on June 22, 2019 with the same theme.

(RA) I am asking to hold an artistic event on the grassy area or park facility on Railroad Green on June 2, 2019 from 10-6pm. ~~I would like the rain date to be June 9th 2019 from 10-6.~~ It will be a celebration of the 50th anniversary of the famous Woodstock festival. The theme will be Peace, Love, Music and Art Festival with a Woodstock Vibe.

It will be a free event for the public that would offer free artistic demonstrations in various artforms. Beading, recycling, jewelry making, face painting, henna, tie dye and whatever artists decide to come on board to demonstrate their work for the public.

There will be some vendors that will offer their products for sale as well as participation fees, if the public would like to try to do some of the projects for themselves. I am hoping to have a tie dye contest for the public as well.

From 2-4 Subtle Energies Drum Circle from Sugar Loaf has offered to host an open drum circle for anyone to join in free of charge. I'm not sure if I can get a band as well but thought I'd have another band or musicians playing for the public before and after the drum circle during the demonstrations.

I was curious about the electric aspect if I did get a band. How does that work? Is it possible to get access to the electric for the musicians if I can book one for the event? I would also like to know if I could reserve five parking spots alongside the outside of the park for unloading and loading?

I look forward to hearing more about how to make this free music and art event possible for the public.

Thank you for your consideration.

Rachel Bertoni

Director, Bertoni Gallery

VILLAGE OF WARWICK
FACILITY USE REQUEST

Today's Date 3/5/19

Date(s) Requested: 6/2 + 6/9 10-6

Time of Event: JUNE 2 RAILROAD GREEN 10-6

Village Park/Facility Requested: RAILROAD GREEN GRASS AREA

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

Information about Group/Organization:

Name of Organization or individual: RACHEL BERTONI OF BERTONI GALLERY

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

Proof of Residency: ☒ Designated Contact: MARY BONO Rachel Bertoni

Mailing Address: 6 DIVISION STREET 845-469-0993
845-324-8686

Telephone: (Day) _____ (Evening) 544-1305 (Cell) bertoni@optonline.net

Information about intended use of Village Facilities:

Purpose of Use: TO PROMOTE PEACE, LOVE, MUSIC + ART FESTIVAL +
AND ART EXHIBITION SIGNS

Total Participants Expected: 30 Adults ☐ Children

How will the event be advertised? POSTCARDS, POSTERS, NEWSPAPER, FACEBOOK

Is Village equipment required? ☐ Yes ☐ No

If needed, state type and for what purpose: _____

Village of Warwick Participants: _____ Non-Resident Participants: _____

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for: SUPPORT THE ARTISTS

Will food be served? NO Will food be sold? _____

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 BERTONI GALLERY (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 _____ (name organization)

Mary M. Bono
Signature of Organization's Representative (must be a Village of Warwick Resident)

Address: 6 Division Street **RECEIVED** Telephone: 845-544-1305

\$100 sec. dep.

+

Insurance
Received (RA)

MAR 05 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Village of Warwick Facility Use Requirements

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

1. Organizations wishing to use Village facilities shall first apply to the Village Clerk using the prescribed form. Such form shall then be forwarded to the Village Board of Trustees for approval. All forms and insurance information shall be submitted to the Village Clerk for inclusion on the Village Board Meeting Agenda by the Wednesday prior to the upcoming meeting. Meetings normally take place on the first and third Monday of each month.
2. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
3. Intoxicants are not permitted in any Village Parks with the exception of Memorial Park. A Facilities Use Permit is required for all Park use. A request for alcohol in Memorial Park is through Board approval. Additional liability insurance (Host Liquor) will be required if alcohol is part of your event.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts, excessive noise or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage it generates. The Village may assess a charge for garbage generated from events that is not removed by the Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.
8. Permits may be revoked at any time.
9. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
10. A deposit of \$100.00 is required at the time the permit application is submitted to the Village Clerk. If the grounds are restored to proper condition, the \$100.00 deposit will be refunded 30 days following the conclusion of the event.

11. A fee as listed on the Village Schedule of Fees will be charged for use of buildings or park lands where admission is being charged.
12. A fee as listed on the Village Schedule of Fees will be charged for use of lights at the parks where admission is being charged.
13. All persons using Village parks must confine any fires to proper fireplaces or portable burners. Before leaving, all fires must be extinguished.
14. Permits must be requested by a Village of Warwick resident. Said resident shall be responsible for the club, team or group to which this permit is issued.
15. Organizations shall indicate areas to be used during event or season on the attached map.
16. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution.
17. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
18. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
19. The Village of Warwick does not discriminate on the basis of race, color, national origin, physical impairment or sex in its programs or employment services.
20. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and non-contributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.

- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:

No less than the following:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.

Excess Insurance:

\$ _____ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

- VI. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.
- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.

Individuals:

Required Insurance:

- **Homeowners Insurance**

Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.

- 21. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc.

22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

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

I have read the Facilities Use Requirements

Rachel Beaton Funder
Signature

3/5/19
Date



INDEPENDENT ORDER OF ODDFELLOWS
WAWAYANDA LODGE #34
52 ½ MAIN STREET
WARWICK, NEW YORK 10990

Feb 2, 2019

To the Village Of Warwick,

Rachel Bertoni is the owner of Bertoni Gallery and is a tenant in our building at 50 Main Street, Warwick, NY 10990. If you need any further information you can contact us at *845-742-8843*

Christopher P. Kane
Christopher Kane
Noble Grand

RECEIVED

MAR 05 2019

**VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE**



Warwick Masonic Lodge #544

F. & A.M.

PO Box 461

Warwick, NY 10990-0461

January 31, 2019

To: Village of Warwick Board of Trustees:

From: Warwick Lodge No 544 & Paul Karas

Request to use Pavilion in Village of Warwick Memorial Park on Sunday, June 9, 2019.

The Warwick Masonic Lodge No. 544 F. & A. M. would like to hold its 39th Annual Lobster Bake at the Village of Warwick's Memorial Park on Forester Ave.

We would like to have use of the Pavilion and Bathrooms adjacent to the Pavilion.

The date of the event is **Sunday, June 9, 2019**. Members will be arriving at approximately 7:00 am to setup for the event. Guests start arriving at approximately 12:00 pm with the event starting at 1:00 pm. The event concludes around 4:30 pm and cleanup of the grounds, etc. will then begin. We are usually out of the Park by 8:00 pm. We have between 200 and 300 guests, who all buy their tickets in advance, plus members of the lodge cooking, serving, cleanup, etc.

Funds raised are donated to local charities and civic groups in Warwick throughout the year.

We serve hot dogs, corn, crabs, clams, lobster and salad at different times during the day. Soft drinks (water, ice tea, lemonade) and beer (so we would like permission to have alcohol) are also available with members of the Lodge monitoring the participants.

We would like use of the Pavilion & Bathroom as previous stated, also use of water and electricity (to the Pavilion) as well as the chairs and tables that are in the shed next to the Pavilion. We will supply whatever other needed equipment, including tables, chairs, cooking utensils, and dumpster.

We usually setup a cooking pit made from concrete blocks to heat water in the tubs we bring in. The corn, crabs, clams and lobster are cooked in these tubs. We have a couple of gas stoves and/or grills to melt butter and cook hot dogs.

VILLAGE OF WARWICK
FACILITY USE REQUEST

Today's Date 3/4/2019

Date(s) Requested: 6/9/2019

Time of Event: 12:00 pm (total time: 7:00 AM to 8:00 PM)

Village Park/Facility Requested: MEMORIAL PARK, PAVILION, BATHROOMS
****Please use attached map to indicated areas to be used****

Information about Group/Organization:

Name of Organization or individual: WARWICK MASONIC LODGE #544 FREE & ACCEPTED MASONS

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

Proof of Residency: ☒ Designated Contact: PAUL A KARAS

Mailing Address: 9 GORDON TERRACE, WARWICK, NY 10990

Telephone: (Day) 845 986-0197 (Evening) " (Cell) 845 986-544-3735

Information about intended use of Village Facilities:

Purpose of Use: OUR 39th ANNUAL LOBSTER BAKE

Total Participants Expected: 250 Adults 15 Children

How will the event be advertised? LOCAL PAPER, EMAIL, WEBSITE

Is Village equipment required? ☒ Yes ☐ No

If needed, state type and for what purpose: PAVILION, BATHROOMS, TABLES + CHAIRS, WATER, ELECTRIC

Village of Warwick Participants: 100 Non-Resident Participants: 165

Is an admission fee charged? ☒ Yes ☐ No

If so, what will proceeds be used for: LOCAL CHARITIES DURING THE YEAR

Will food be served? YES Will food be sold?

Please give details: CRAB, CLAMS, LOBSTER, HOT DOGS, SALADS, SOFT DRINKS, BEER

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

WARWICK MASONIC LODGE #544 (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 MASONIC LODGE #544 (name organization)

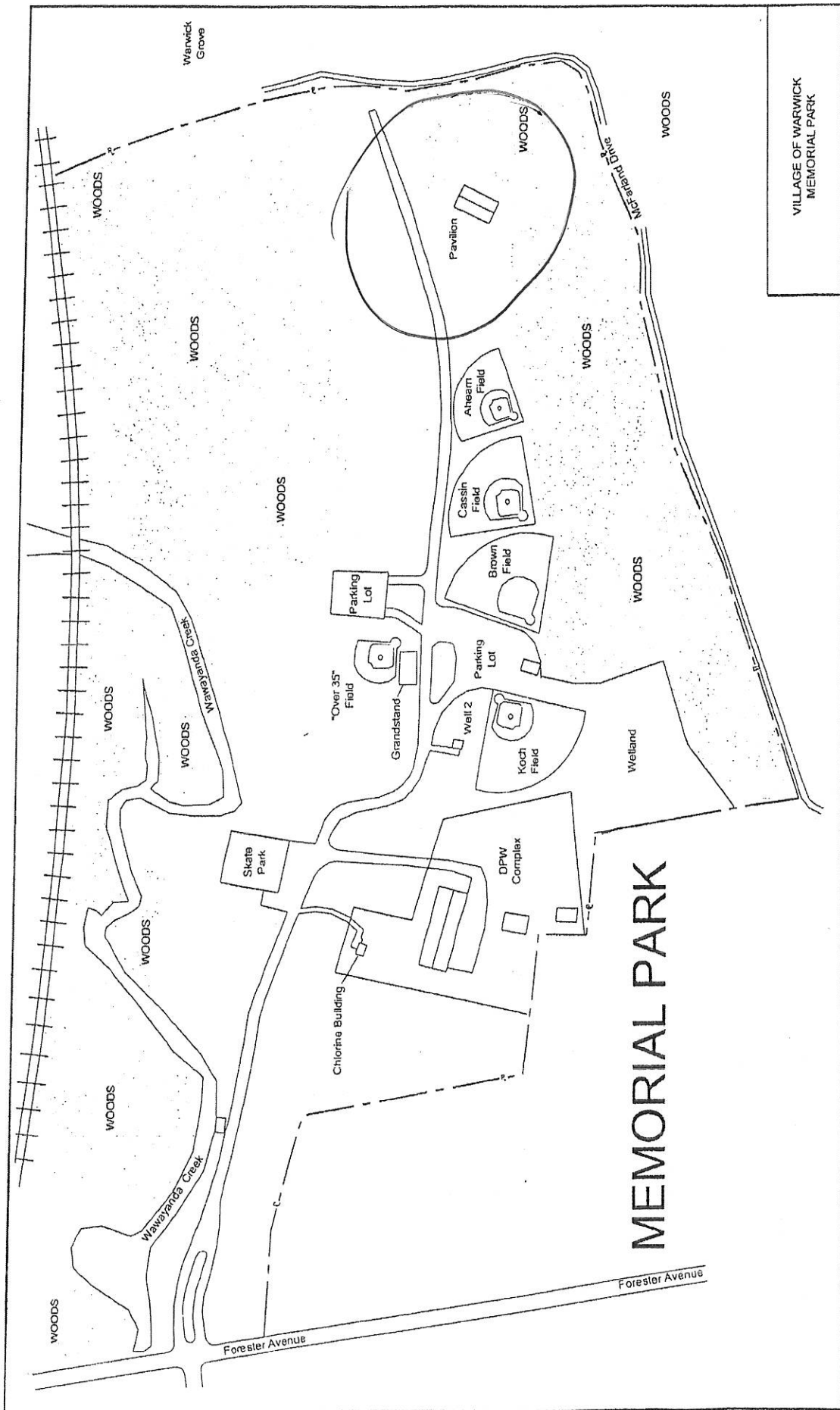
PAUL A KARAS
Signature of Organization's Representative (must be a Village of Warwick Resident)

Address: 9 GORDON TERRACE, WARWICK, NY 10990 Telephone: 845 986-0197

MAR 04 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

COI + Host Liquor
Liability
+
\$100 sec. dep received
(RA)



VILLAGE OF WARWICK
MEMORIAL PARK

Village of Warwick Facility Use Requirements

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

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2. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
3. Intoxicants are not permitted in any Village Parks with the exception of Memorial Park. A Facilities Use Permit is required for all Park use. A request for alcohol in Memorial Park is through Board approval. **Additional liability insurance (Host Liquor) will be required if alcohol is part of your event.**
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts, excessive noise or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage it generates. The Village may assess a charge for garbage generated from events that is not removed by the Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.
8. Permits may be revoked at any time.
9. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
10. A deposit of \$100.00 is required at the time the permit application is submitted to the Village Clerk. If the grounds are restored to proper condition, the \$100.00 deposit will be refunded 30 days following the conclusion of the event.

11. A fee as listed on the Village Schedule of Fees will be charged for use of buildings or park lands where admission is being charged.
12. A fee as listed on the Village Schedule of Fees will be charged for use of lights at the parks where admission is being charged.
13. All persons using Village parks must confine any fires to proper fireplaces or portable burners. Before leaving, all fires must be extinguished.
14. Permits must be requested by a Village of Warwick resident. Said resident shall be responsible for the club, team or group to which this permit is issued.
15. Organizations shall indicate areas to be used during event or season on the attached map.
16. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution.
17. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
18. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
19. The Village of Warwick does not discriminate on the basis of race, color, national origin, physical impairment or sex in its programs or employment services.
20. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and non-contributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.

- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:

No less than the following:

• **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.

Excess Insurance:

\$ _____ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

- VI. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.
- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.

Individuals:

Required Insurance:

• **Homeowners Insurance**


Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.

21. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc.

22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

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

I have read the Facilities Use Requirements

 PAUL A KARAS
Signature

3/4/19
Date

Village of Warwick Background Check Policy

Purpose:

For the safety and well-being of each and every resident, business owner and employee of the Village of Warwick, the Mayor and Village Board of Trustees introduces the following policy regarding background checks. Background checks are mandatory and applicable to any adult staff member/applicant ages 18 and above, seeking employment with the Village of Warwick, including but not limited to volunteers, elected officials, volunteer board members and public officers. This policy is applicable to all prospective employees.

Procedures:

All prospective staff will be required to read and sign a written authorization form allowing the Village of Warwick to obtain and utilize background checks. The signed form must include the applicant/staff's name, social security number, address, previous addresses, and date of birth, along with a photocopy of their current driver's license or ID. Applicants who decline or fail to sign the waiver will not be eligible for work with the Village of Warwick. All waivers must be signed, and background check completed before any work may be done by the applicant.

Implementation:

The Village Clerk, with assistance from a third-party reporting agency, will administer all background check procedures. The Village Clerk shall receive and review the results of the background check reports from the agency with the Mayor. The Mayor and Village Board of Trustees shall determine if any individual does not meet the background check policy standards.

Potential Disqualification Criteria:

Pursuant to Article 23-A of the New York Correction Law prohibiting employers from denying an applicant employment because the applicant was previously convicted of one or more criminal offenses, the following two exceptions under Article 23-A may constitute a denial of employment:

First, employment may be denied if there is a direct relationship between the criminal offense committed and the employment sought. A "direct relationship" exists if the nature of the criminal conduct directly bears on the fitness or ability of the applicant to perform the duties or responsibilities of the job.

Second, employment may be denied if the applicant would pose an unreasonable risk to property or safety or welfare of others. This includes a risk to specific individuals or the general public.

Existing Staff:

If at any time during Village employment, any charges are uncovered or brought against the employee, he/she will be required to disclose to the Mayor and Village Board of Trustees the nature of the offense and the disposition of the charge. Failure to make disclosure to the Mayor and Village Board of Trustees may result in the termination of the employee or other disciplinary action.

Potential Disqualifying Circumstances:

The Village Clerk shall notify the affected Applicant in a confidential manner that a potential disqualifying factor was reported on the criminal background check and present the background report to the applicant.

In the event the applicant feels a mistake has been reported in their criminal check, it is the applicant's responsibility to contact the reporting agency and resolve any issues.

Appealing a Disqualifying Report:

An applicant denied by the above policy may request an appeal of this decision. The Village Board will convene, in Executive Session, to review the appeal. The decision of the Board is final.

Confidentiality:

All information in response to the criminal background check shall be kept confidential and not disclosed or discussed outside of the reviewing personnel. The Village of Warwick is not responsible for errors or omissions that may be reported on background checks.

Adopted: TBA

MICHAEL VERNIERI
Certified Public Accountant
9 Oakland Avenue
P.O. Box 630 Warwick, NY 10990
(845) 986 - 7636 • (845) 651 - 7636

Michael Vernieri, CPA
Diane Scocozza

255 Greenwich Avenue
Goshen, NY 10924
(845) 294 - 6922

February 4, 2019

To: Village Board

From: Michael Vernieri, CPA

Re: Investment Policy

The following represents a summary of the key points of the Investment Policy:

1. Administration of the investment policy resides with the treasurer.
2. Present banking relationships are ConnectOne Bank and Sterling National Bank.
3. Eligible securities for investments:
 - a. Obligations of the United States of America.
 - b. Obligations of the State of New York.
 - c. Obligations of a select group of Non-New York States.
4. Collateral requirements include a margin percentage of 105% (Sterling is only 102%). This means that the Bank needs to have 5% more collateral than the amount on deposit.

VILLAGE OF WARWICK

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all moneys and other financial resources available for deposit and investment by the Village of Warwick on its own behalf or on behalf of any other entity or individual.

II. OBJECTIVES

The primary objectives of the Village of Warwick investment activities are, in priority order,

- To confirm with all applicable federal, state, and other legal requirements (legal);
- To adequately safeguard principal (safety);
- To provide sufficient liquidity to meet all operating requirements (liquidity); and
- To obtain a reasonable rate of return (yield).

III. DELEGATION OF AUTHORITY

The governing board's responsibility for administration of the investment program is delegated to the Treasurer who shall establish written procedures for the operation of the investment program consistent with these investment policies. Such procedures shall include internal controls to provide a satisfactory level of accountability based upon records incorporating the description and amounts of investments, the fund(s) for which they are held, the place(s) where kept, and other relevant information, including dates of sale or other dispositions and amounts realized. In addition, the internal control procedure shall describe the responsibilities and levels of authority for key individuals involved in the investment program.

IV. PRUDENCE

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transactions that might impair public confidence in the Village of Warwick to govern effectively.

Investments shall be made with prudence, diligence, skill, judgment and care, under circumstances then prevailing, which knowledgeable and prudent persons acting in like capacity would use, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

V. DIVERSIFICATION

It is the policy of the Incorporated Village of Warwick to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. INTERNAL CONTROLS

It is the policy of the Village of Warwick for all moneys collected by any officer or employee of the government to transfer those funds to the Village Treasurer within 2 days of deposit, or within the time period specified in law, whichever is shorter.

The Village Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly, and are managed in compliance with applicable laws and regulations.

VII. DESIGNATION OF DEPOSITARIES

The banks and trust companies that are authorized for the deposit of moneys, and the maximum amount which may be kept on deposit at any time are:

<u>Depository Name</u>	<u>Maximum Amount</u>
ConnectOne Bank	\$ 10,000,000.00
Sterling National Bank	\$ 2,000,000.00

VIII. COLLATERIZING OF DEPOSITS

All demand and time deposits of the Village in excess of the amount insured under the provision of the Federal Deposit Insurance Act shall be secured by eligible collateral, consisting of any one, or combination, of the following:

1. A pledge of eligible securities, as provided in General Municipal Law, Section 10, which is provided in Appendix A.
2. An "eligible surety bond" must be executed by an insurance company authorized to do business in New York State, the claims-paying ability of which is rated in the highest rating category by at least two nationally recognized statistical rating organizations. The bond must be made payable to the local government as security for the payment of 100 percent of the aggregate amount of public deposits and investments from the local government and

agreed-upon interest, if any.

3. An "eligible letter of credit" for the payment of 140 percent of the aggregate amount of public deposits and investments from the local government and agreed-upon interest, if any.
4. An "irrevocable letter of credit" issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, for the payment of 100 percent of the aggregate amount of public deposits plus interest.

IX. SAFEKEEPING AND COLLATERIZATION

Eligible securities used for collateralizing deposits shall be held by depository or third party bank or trust company subject to security and custodial agreements.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the securities may be sold, presented for payment, substituted or released and the events which will enable the local government to exercise its rights against the pledged securities. In the event that the securities are not registered or inscribed in the name of the local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the Village of Warwick or its custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

X. PERMITTED INVESTMENTS

As authorized by General Municipal Law, the Village of Warwick authorizes the Village Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- Savings and/or demand deposit accounts placed through a depository institution that has a main or branch office in this state and that contractually agrees to place funds in federally insured depository institutions through the Insured Cash Sweep services, or ICS;
- Special time deposit accounts;

- Certificates of deposit;
- Obligations of the United States of America;
- Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America;
- Obligations of the State of New York.

XI. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Inc. Village of Warwick shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amount of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Inc. Village of Warwick. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Village Treasurer is responsible for evaluating the financial position and maintain a listing of proposed depositaries, trading partners and custodians. Such listing shall be evaluated at least annually.

XII. PURCHASE OF INVESTMENTS

1. Directly, from an authorized trading partner
2. By participation in a cooperative investment agreement with other authorized municipal corporations pursuant to Article 5-G of the General Municipal Law and in accordance with Article 3-A of the General Municipal Law.

All purchased obligations, unless registered or inscribed in the name of the Village of Warwick, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the Village of Warwick by the bank or trust company.

Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law Section 10(3)(a). The agreement shall provide that securities held by the bank or trust company, as agent of, and custodian for, the Village of Warwick, will be kept separate and apart from the general assets of the custodial bank or trust company and will not be commingled with or become part of the backing of any other deposit or other bank liability. The agreement shall also describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to secure the Village of Warwick's perfected interest in the securities, and the agreement may also contain other provisions that the governing board deems necessary. The security and custodial agreements shall

also include all other provisions necessary to provide the Village of Warwick with a perfected interest in the securities.

The Treasurer can direct the bank or trust company to register and hold the evidences of investments in the name of its nominee, or may deposit or authorize the bank or trust company to deposit, or arrange for their deposit with a federal reserve bank or other book-entry transfer system operated by a federally regulated entity. The records of the bank or trust company shall show, at all times, the ownership of such evidences of investments, and they shall be, when held in the possession of the bank or trust company, at all times, kept separate from the assets of the bank or trust company. All evidences of investments delivered to a bank or trust company shall be held by the bank or trust company pursuant to a written custodial agreement as set forth in General Municipal Law Section 10(3)(a), and as described earlier in this section. When any such evidences of investments are so registered in the name of the nominee, the bank or trust company shall be absolutely liable for any loss occasioned by the acts of such nominee with respect to such evidences of investments.

XIII. ANNUAL REVIEW AND AMENDMENTS

The Village of Warwick shall review this investment policy annually, and it shall have the power to amend this policy at any time.

XIV. DEFINITIONS

The terms "public funds," "public deposits," "bank," "trust company," "eligible securities," "eligible surety bond," and "eligible letter of credit" shall have the same meanings as set forth in General Municipal Law Section 10.

APPENDIX A

SCHEDULE OF ELIGIBLE SECURITIES

- YES (i) Obligations issued, or fully insured or guaranteed as to the payment of principal and interest, by the United States of America, an agency thereof or a United States government sponsored corporation.
- NO (ii) Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- NO (iii) Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the Market Value of the obligation that represents the amount of the insurance or guaranty.
- YES (iv) Obligations issued or fully insured or guaranteed by the States of New York, obligations issued by a municipal corporation, school district or district corporation of such State or obligations of any public benefit corporation which under a specific State statute may be accepted as security for deposit of public moneys.
- YES (v) Obligations issued by states (other than the State of New York) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- NO (vi) Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- NO (vii) Obligations of counties, cities and other governmental entities of a state other than the State of New York having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- NO (viii) Obligations of domestic corporations rated in one of the two highest rating categories by at least one nationally recognized statistical rating organization.
- NO (ix) Any mortgage related securities as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by bank regulatory agencies.

NO (x) Commercial paper and bankers' acceptances issued by a bank, other than the Bank, rated in the highest short term category by at least one nationally recognized statistical rating organization and having maturities of not longer than 60 days from the date pledged.

NO (xi) Zero coupon obligations of the United States government marketed as "Treasury".

Village of Warwick
Water Billing Credit Card Collection

Fees/Services to Village of Warwick	Edmunds WIPP	Official Payments (ACI) (current CC provider)
Fees incurred by the Village of Warwick for accepting online payments	\$600 one time licensing fee for the software \$600 annual maintenance fee	\$0
Fee to have a Credit Card Swiper in the Clerk's Office	\$90 one time purchase of cc swipe terminal *Edmunds will eventually have machines with additional features at a cost of \$295 each.	\$120 purchase fee + one time implementation fee of over \$150 + per Visa regulations, Official Payments can't enable Visa for utility payments made in the office. The only way around this is to <i>have the Village pay the credit card fee.</i>

Fees/Services to Residents		Official Payments (ACI)
MasterCard, Visa, Discover, and American Express Fees to Customer	2.95% per transaction	Flat Fee of \$3.95 per transaction
Visa Debit Card Pricing to Customer	2.95% per transaction	Flat Fee of \$3.95 per transaction
Electronic Check Fee to Customer	\$1.05	N/A

**Water Billing Credit Card Collection
Village of Warwick**

Service	Pros and Cons	Official Payments (ACI)
<p style="text-align: center;">Ease of use for Residents</p>	<p>Edmunds WIPP program is completely integrated with our current Edmunds utility software. Residents would have the ability to go to the VOW website and look up their water/sewer bill, see the due date & usage using an account specific four digit PIN. They would then simply click on the pay it now link and easily pay their water/sewer bill and print a receipt for their records.</p>	<p>Not integrated with our water billing collection software. Residents must know the water/sewer amount that is due in order to make the payment. Residents do not have the ability to look up their current bill, see the due date, usage or usage history. *The largest complaint from residents is that they never received their bill through the post office therefore they receive a 5% and 3% penalty. Many calls received in the water billing department are from residents trying to find out the amount they owe and the due date. Additionally, many customers come into Village Hall to pay with their credit/debit cards and we have to turn them away.</p>
<p style="text-align: center;">When are payments posted into Edmunds Utility collection system?</p>	<p>Edmunds WIPP provides a real-time reporting system that reflects transactions in real time. The current amount due, including penalties if applicable, are available to the customer for payment. Payments are then automatically downloaded into our Edmunds software.</p>	<p>Payments are reported to the Water Billing Clerk via email the day after the transaction occurs. The Clerk must print the report and manually enter the payment into the Edmunds system.</p>
<p style="text-align: center;">Accepting Credit Card Payments in the Clerk's Office via Credit Card Swipe Terminal</p>	<p>Edmunds WIPP will provide us with a credit card swipe terminal at a cost to the Village allowing the Water Billing Clerk's Office to accept in person credit card transactions. All fees continue to be passed to the customer as they would be for online payments. The swipe machine is integrated with the Edmunds software, therefore in person credit card payments are automatically entered in the Edmunds system.</p>	<p>The Village of Warwick can purchase a credit card swipe terminal at a fee of \$120 + a one time implementation fee of over \$150. Service fee would be the same to the customer as payments taken over the web <i>EXCEPT -</i> per Visa regulations, Official Payments can't enable Visa for utility payments made in the office. The only way around this is to have <i>the Village pay the credit card fee.</i> In person credit card payments must be manually entered into Edmunds.</p>



The New York Municipal Insurance Reciprocal presents:

**Discrimination & Harassment
Complaint/Investigation Process
Train-The-Trainer Seminar to Fulfill
Annual Training Requirement**

**This seminar is available to NYMIR Members at no cost.
NON-members seminar fee is \$50.00**

In October 2018, the NYS Department of Labor finalized the Sexual Harassment regulations and guidelines. The first requirement was to adopt a Sexual Harassment policy. NYMIR developed an Anti-Harassment policy which was distributed to every NYMIR member; and remains available on the NYMIR website. The second major requirement is to conduct annual employee training for everyone and restructure the complaint process. This Train-the-Trainer seminar will provide Best Practices for an effective investigation which will include: interview procedures, documentation, concluding an investigation and handling possible disciplinary action. This seminar will focus on making sure you're prepared to comply with the requirements of the new law.

Who Should Attend: Elected Officials, Supervisors, Department Heads, and Human Resource Personnel. Please feel free to invite your municipal attorney.

Tools Provided:

- ❖ Anti-Harassment Workplace Poster
- ❖ Training Power point Presentation

Presenters:

Municipal Attorneys with expertise in Employment Related Practices field

All Seminars begin at 8:30 a.m. and end at-11:30 with 8:00 a.m registration

To Register, please email Genevieve Koch [-gkoch@wrightinsurance.com](mailto:gkoch@wrightinsurance.com) or (518) 292-0063- Please indicate the Attendee's name(s) and Municipality

*******Please see back for dates and locations*******

Annual Meeting Registration and Hotel Procedures

Due to space limitations, only city and village officials will be eligible to stay at the Otesaga Hotel (host hotel).



You MUST register for the Annual Meeting BEFORE you are able to reserve a room at the Otesaga Hotel (see instructions below).

MEETING REGISTRATION

Both the FULL PROGRAM and ONE-DAY meeting registration rates include participation in all sessions, the trade show, multiple breaks, and Sunday and Monday evening receptions.

REGISTER NOW

MEETING REGISTRATION RATES	Member City/Village	Non-Member Municipality	NYCOM Network (Gold/Silver/Bronze)	Other Company/Organization
FULL PROGRAM (by 4/15/19)	\$285 (\$305)	\$485 (\$505)	\$405 (\$425)	\$545 (\$565)
ONE-DAY (by 4/15/19)	\$195 (\$215)	\$225 (\$245)	\$215 (\$235)	\$345 (\$365)

HOTEL and MEAL INFORMATION

The Otesaga Hotel, Cooperstown - Rates include your overnight accommodations, as well as all of your meals.

The Otesaga takes a 1 night deposit at time of booking. Any cancellations from time of booking until 3 days prior to arrival is subject to a \$55 administrative fee per room. Any changes or cancellations within 3 days of arrival will result in the forfeiture of your advance deposit. Failure to arrive on the confirmed arrival date will result in the cancellation of your entire stay and the forfeiture of your deposit. Checking out prior to your confirmed departure will also result in the forfeiture of your deposit.

HOTEL RATES	SINGLE	2 MUNICIPAL OFFICIALS	MUNICIPAL OFFICIAL & GUEST
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THE OTESAGA HOTEL	\$320 per night	\$225 (per person) per night	\$320 + \$130 per night
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The following instructions **MUST BE FOLLOWED** if you wish to stay at the Otesaga Hotel (first-come, first-serve for city and village officials **ONLY**):

1. Register for the NYCOM Annual Meeting [HERE](#).
2. Obtain an order number for your meeting registration for this event. (You will be able register multiple people under one order number).
3. Call the NYCOM office at (518) 463-1185 with your order number.
4. Receive instructions from NYCOM on how to reserve a room at the Otesaga Hotel.
5. Call the Otesaga Hotel within 48 hours of speaking with NYCOM to reserve your room for the Annual Meeting or it will be released.

Commuting or staying at another property - All commuters and attendees staying at other properties who would like to participate in meals **MUST** purchase meals when registering for the conference.

Follow the instructions below if you are commuting or staying at another property:

1. Register for the 2019 Annual Meeting [HERE](#).
2. During registration choose what meals you will be attending at the Otesaga Hotel (host hotel).
3. Complete your NYCOM order containing both registration and meal choices.
4. Obtain your order number as proof of registration.
5. If not commuting, reserve your room at an [alternative recommended property](#).

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- Get Involved ▼

Address

Payment

Your order is now complete.

You can now send us a payment for the amount of \$285.00 using the following information.

You may now send your voucher to:

NYCOM

119 Washington Avenue

Albany, NY 12210

Do not forget to include the order number (L5R6S51) on the back of the check or voucher so that we can match it to your order.

Thank you for your participation.

[[Empty Cart](#)]

Shopping Cart

The cart is empty

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NYCOM ■ 119 Washington Avenue ■ Albany, NY 12210 ■ 518.463.1185 ph ■ 518.463.1190 fax

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March 6, 2019

Dear Mayor Newhard & Village Trustees,

On behalf of Lloyd VanDuzer and Warwick Valley Council #4952, we are hereby amending the Facility Use Request signed by Lloyd on February 22, 2019 for a **"Choose Life March"**, to reflect a change in date from April 27 to May 11, and the new agreed upon parade route discussed at the March 4 Village Board Meeting (as per map attached). We are planning to step off on High Street at 1pm after invitational prayer, to Main Street, to Oakland, to Railroad Ave where we will close in prayer with brief comments from Orange County Right to Life on the great community resources available to young women facing the most important decision of their lives by Dr. Elizabeth Rex. (Wendy Wood, originally scheduled, is not available on 5/11)

I believe it was suggested and agreed that High Street will be closed from 12:45 to 1:15 to allow time for the line-up, step-off and move on into the route, and Railroad Ave. from 1:40 to 2:45 to wrap up.

Please find our new Certificate of Insurance reflecting the new date. We have amended our **"Statement of Peace and Conduct"** to include enthusiastic encouragement to all participants to shop and/or dine with any of the fine merchants, pubs, and restaurants located conveniently close to Railroad Green, which we will be distributing through participating organizations to hand out to those who will be marching with us on that day.

Please feel free to contact me for further details, or with any questions.

Very truly,

Chip Murray 845-544-4005

RECEIVED

MAR 06 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

VILLAGE OF WARWICK
FACILITY USE REQUEST

Today's Date FEB 22, 2019

Date(s) Requested: May 11, 2019
April 27, 2019

Time of Event: 1:00 PM Memorial Park Railroad Green
FROM STANLEY DEMING PARK UP SOUTH ST., LEFT ON MAIN ST.
Village Park/Facility Requested: DOWN OAKLAND AND BACK TO STANLEY DEMING

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

Information about Group/Organization:

Name of Organization or individual: WARWICK VALLEY COUNCIL AS DISCUSSED WITH
KNIGHTS OF COLUMBUS #4952 LT. JOHN RADAR

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

Proof of Residency: _____ Designated Contact: LLOYD VAN DUZER

Mailing Address: P.O. Box 325 WARWICK, NY 10990

Telephone: (Day) _____ (Evening) _____ (Cell) 845-772-2848

Information about intended use of Village Facilities:

Purpose of Use: "CHOOSE LIFE PARADE"

Total Participants Expected: 160 Adults 35 Children APPROX.

How will the event be advertised? _____

Is Village equipment required? ☐ Yes ☒ No

If needed, state type and for what purpose: _____

Village of Warwick Participants: 35-40% Non-Resident Participants: 60-65% APPROX.

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for: _____

Will food be served? 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

KNIGHTS of COLUMBUS (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 KNIGHTS OF COLUMBUS (name organization)

(X) Lloyd Van Duzer Grand Knight (LLOYD VAN DUZER)

Signature of Organization's Representative (must be a Village of Warwick Resident)

Address: P.O. Box 325 WARWICK, NY Telephone: 845 772 2848

\$100 security
deposit

+
insurance
received (RA)

RECEIVED

FEB 27 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

**Village of Warwick
Facility Use Requirements**

The use of all Village recreational and park facilities shall be subject to the approval and rules of the Village Board of Trustees administered by the Village Clerk or other Board designee.

1. Organizations wishing to use Village facilities shall first apply to the Village Clerk using the prescribed form. Such form shall then be forwarded to the Village Board of Trustees for approval. All forms and insurance information shall be submitted to the Village Clerk for inclusion on the Village Board Meeting Agenda by the Wednesday prior to the upcoming meeting. Meetings normally take place on the first and third Monday of each month.
2. In the event of inclement weather, the Village Board or their designee has the final authority on whether facilities are usable.
3. Intoxicants are not permitted in any Village Parks with the exception of Memorial Park. A Facilities Use Permit is required for all Park use. A request for alcohol in Memorial Park is through Board approval. Additional liability insurance (Host Liquor) will be required if alcohol is part of your event.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts, excessive noise or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to Village facilities shall be promptly repaired at the user's expense. No exceptions. If Village personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean up afterward. It is the responsibility of the permit holder to remove any garbage it generates. The Village may assess a charge for garbage generated from events that is not removed by the Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.
8. Permits may be revoked at any time.
9. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
10. A deposit of \$100.00 is required at the time the permit application is submitted to the Village Clerk. If the grounds are restored to proper condition, the \$100.00 deposit will be refunded 30 days following the conclusion of the event.

11. A fee as listed on the Village Schedule of Fees will be charged for use of buildings or park lands where admission is being charged.
12. A fee as listed on the Village Schedule of Fees will be charged for use of lights at the parks where admission is being charged.
13. All persons using Village parks must confine any fires to proper fireplaces or portable burners. Before leaving, all fires must be extinguished.
14. Permits must be requested by a Village of Warwick resident. Said resident shall be responsible for the club, team or group to which this permit is issued.
15. Organizations shall indicate areas to be used during event or season on the attached map.
16. In the event of a scheduling conflict, the Village of Warwick will arbitrate a resolution.
17. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
18. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
19. The Village of Warwick does not discriminate on the basis of race, color, national origin, physical impairment or sex in its programs or employment services.
20. All users must provide the following insurance. **Insurance certificates must accompany the Facilities Use Permit.**
 - I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village as an additional insured on the permittee's insurance policies.
 - II. The policy naming the Village as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and non-contributory coverage for the Village, its Board, employees and volunteers.
 - The Village shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.

- III. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:

No less than the following:

- **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.

Excess Insurance:

\$ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

- VI. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.
- VII. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.

Individuals:

Required Insurance:

- **Homeowners Insurance**


Section Two – Liability: \$100,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.


- 21. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc.

22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

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

I have read the Facilities Use Requirements


Signature


Date

"CHOOSE LIFE MARCH" 5/11/18



RECEIVED

MAR 06 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Choose Life Parade

Statement of Peace and Conduct

I, _____, testify to the following:
Print Name

- I will show compassion, in action and language, and reflect Christ's love to all fellow participants, community members, and even potential protestors of the Choose Life Parade.
- I understand that breaking the law or acting in a violent or harmful manner immediately and completely disassociates me from the Choose Life Parade and its organizers. If I act in such a manner, I will be asked to leave the parade immediately.
- I understand that any sign I carry must be pre-approved by the organizers of the event.

While I am walking in the Choose Life Parade and participating at the events in designated areas...

- I will not obstruct the public right of way or motor vehicles while standing in designated areas for the gathering following the Choose Life Parade.
- I will not litter during this event.
- I will closely attend to any children I bring to the Choose Life Parade or gathering at designated areas afterward.
- I will not threaten, physically contact, or verbally abuse any fellow participants, community members, or potential protestors of the Choose Life Parade.
- I will not damage private property.
- I will cooperate with local authorities at all times.

Following the Choose Life Parade:

- I will continue to show compassion, in action and language, and reflect Christ's love in speaking with community members about the focus of the Choose Life Parade. This includes language that is used electronically such as texting, email, blogs, Facebook, and all other forms of social media.

Note: We enthusiastically encourage all participants to express their appreciation to the Village of Warwick by shopping and/or dining with any of the fine merchants, pubs, and restaurants conveniently located right opposite the Railroad Green where we will wrap up!

Signature: _____ Date: _____