

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
MAY 20, 2019
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: March 18, 2019, March 22, 2019, April 1, 2019, April 10, 2019
3. Acceptance of Reports – April 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. Warwick Friendly Visitor Program – Vince Cappello, President

Correspondence

1. Annual Drinking Water Quality Report for 2018

Discussion

1. Village of Warwick Streets, Parking, and Safety.

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 hire Ben Zakzewski to the position of Seasonal Engineering Intern at a salary of \$14 per hour at 32.5 hours per week for approximately 12 weeks with a start date of May 28, 2019.
2. **MOTION** to advertise for four (4) Seasonal Laborer's at a rate of \$14.00 per hour. Two (2) will work with the Water Department painting fire hydrants and two (2) will work with the Street Maintenance Department. Each laborer will be hired for a 12-week period at 40 hours per week. This is a budgeted FY 2019-2020 item.
3. **MOTION** to advertise to receive engineering proposals to perform an engineering design of a Treatment System for Well #3.

Trustee Lindberg's Motions:

4. **MOTION** to approve the budget transfers and modifications as per the Village Treasurer's letter dated May 15, 2019.
5. **MOTION** to grant permission to the Warwick Fire Department to use Veterans Memorial Park for their annual carnival from Sunday, June 23, 2019 through Sunday, June 30, 2019 as per their letter dated January 7, 2019. Set up of carnival equipment to be reviewed by the DPW Supervisor. Completed park permit and proof of proper insurance has been received. Security deposit has been waived.

Trustee McManus' Motions:

6. **MOTION** to grant permission to the Albert Wisner Library to use Railroad Green on Wednesday, July 31, 2019 from 12:00 p.m. to 1:00 p.m. for a 'Pop-Up Storytime' event. Completed park permit, proof of proper insurance, and security deposit has been received.

Reports

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

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

Trustee Patterson's Report: Liaison to Merchants, Chamber of Commerce, Tourism, Issues of Public Health, Senior Citizens, Public Interface and Outreach, Government Efficiency, St. Anthony 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

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VILLAGE OF WARWICK
INCORPORATED 1867

May 15, 2019

Dear Village Residents and Water Users,

The Village's drinking water is obtained through three reservoirs and three wells. The Village maintains two purifications plants and a distribution system of thirty-four miles of water mains.

The Village Board, Water Department, and Department of Public Works support and work continually to make upgrades in both the purification and distribution systems. This includes the maintenance of the Village's extensive watershed lands, reservoirs, dams, and spillways.

Last year (2018) we began the necessary engineering to bring Well #3 back online. This well has remained inactive for many years due to the influence of surface water. The work to upgrade the well is a multiyear project and will include a purification system. Once Well #3 has been restored it will be a welcome supplement to our water system.

The Annual Water Report has important information about our greatest resource, please take time to review it. The contents of the report will give you a greater understanding of the complexity and challenges to operate and deliver the purest water possible.

Thank you.

Very truly yours,

Michael J. Newhard
Mayor

Annual Drinking Water Quality Report for 2018
Village of Warwick
77 Main Street
Warwick, N.Y. 10990
(Public Water Supply ID# 3503561)

INFORMATION FOR NON-ENGLISH SPEAKING RESIDENTS

Spanish

Este informe contiene información muy importante sobre su agua beber. Tradúzcalo ó hable con alguien que lo entienda bien.

INTRODUCTION

To comply with State and Federal regulations, the Village of Warwick annually issues a report describing the quality of your drinking water. The purpose of this report is to raise your understanding and awareness of the need to protect our drinking water sources. This report provides an overview of last year's water quality results. Included are details about where your water comes from, what it contains, and how it compares to state and federal standards.

If you have any questions regarding your drinking water or this report, please consult the Village website www.villageofwarwick.org. If you need further information contact Cathy Schweizer, Village DPW office at (845) 986-2031 ext. 110, between the hours of 8:30 am and 4:00 p.m. Monday through Friday. The Village wants you to be informed about your drinking water. If you want to learn more, please attend any of the regularly scheduled Village Board meetings. These meetings are held on the first and third Monday of each month.

WHERE DOES OUR WATER COME FROM?

In general, the sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activities. Contaminants that may be present in source water include microbial contaminants; inorganic contaminants; pesticides and herbicides; organic chemical contaminants; and radioactive contaminants. In order to ensure that tap water is safe to drink, the State and the EPA prescribe regulations, which limit the amount of certain contaminants in water provided by public water systems. The New York State Department of Health (NYSDOH) and the FDA regulations establish limits for contaminants in bottled water, which are required to provide the same protection for public health.

Reservoir Filtration Plant (a.k.a. RWTP)

Our main surface water source is the Village of Warwick's three reservoirs located on Village owned property north of Black Rock Road in the Town of Warwick. The water from these reservoirs is gravity fed into the Reservoir Filtration Plant where it is treated with Sodium Permanganate for taste and odor control, treated with a Pac1 coagulant, then filtered to remove particulate matter; it is then chlorinated to destroy microorganisms prior to entering the distribution system. The plant injects Orthophosphate into the treated water to sequester iron and manganese, which can cause discoloration of the water without this treatment.

Well #1

Well #1 is located in Memorial Park and is a small supply source that has not been in service for many years primarily because of its hydraulic connection to Well #2.

Well #2 / Microfiltration Plant (a.k.a. MWTP)

Well #2 is a substantial supply, which supplies the new Microfiltration Plant. Both are located in Memorial Park. This facility is the most substantial improvement made to the water system in recent years; this plant is state of the art membrane filter system with a rated capacity to treat 1,000,000 gallons per day. This facility went into service in April

2012. The plant has been producing water of outstanding quality from a source that previously had no filtration and was determined to be Groundwater Under Direct Influence (GWUDI) of surface water. Chlorine for disinfection and Ortho Phosphate for sequestering are the only chemicals added to the water at this plant.

Well # 3

Well #3 is a backup source, and is located north of Route 17A at the east end of the Village. Well #3 has been off line since May 2nd, 2012 shortly after the Microfiltration Plant came on line on April 30th, 2012. In the past when Well #3 was used, the water was disinfected with chlorine to destroy microorganisms prior to entering the distribution system. The water from Well #3 has been determined to be Groundwater Under Direct Influence (GWUDI) of surface water, which requires treatment by filtration. Because of this determination, this supply, currently without filtration, would only be used in a very limited fashion, generally during emergency situations. Were the well to be used without filtration the Village would issue a Boil Water Order for its customers. In 2017 the Village commenced an engineering evaluation for a treatment system that will provide the Village the ability to use the well as a safe water resource, which meets Federal requirements. Phase one of the evaluation was completed and phase two will be completed in early 2019 followed by design and construction of a filtration plant.

SOURCE WATER ASSESSMENT PROGRAM SUMMARY

The NYS DOH has evaluated this Public Drinking Water Sources (PWS)'s susceptibility to contamination under the Source Water Assessment Program (SWAP), and their findings are summarized in the paragraph below. It is important to stress that these assessments were created using available information and only estimate the potential for source water contamination. Elevated susceptibility ratings do not mean that source water contamination has or will occur for the PWS. This PWS provides treatment and regular monitoring to ensure the water delivered to consumers meets all applicable standards.

The assessment area for this drinking water source contains no discrete Potential Contaminant Sources (PCS)'s, and the amount of pastureland in the watershed results in this reservoir system having a high susceptibility to protozoa. However, the high mobility of microbial contaminants in reservoirs results in this drinking water intake also having medium-high susceptibility ratings for enteric bacteria and viruses. Furthermore, reservoirs are highly susceptible to water quality problems caused by phosphorus additions. A copy of this assessment, including a map of assessment area, can be obtained by contacting the Village of Warwick.

FACTS AND FIGURES

Our water system serves approximately 6,800 people and numerous businesses through 2,580 service connections. The highest single day was 843,000 gallons, which occurred on July 13th, 2018. Village unmetered usage includes water main breaks, hydrant flushing, storage tank overflows, cemetery usage, park usage, wastewater treatment plant hydrant, and Fire Department tanker filling. Unaccounted for water was 24% of the total amount of water produced. The unaccounted for water can be attributed to undetected leaks, fire fighting, losses through failed meters and estimating accuracy.

Water Use Figures	2018	2017	2016	2015
Produced Annual (gallons)	222,925,000	236,200,000	224,651,000	232,433,000
Produced- Average Daily (gallons/day)	610,753	647,123	615,482	638,552
Produced Highest Single Day (gallons)	843,000	1,107,000	1,446,000	1,095,000
Metered Delivered Annually (gallons)	155,204,000	156,017,000	160,804,000	157,557,000
Village Usage- Metered and Unmetered (gallons)	14,234,000	13,180,000	9,597,000	10,654,000
Total Accountable Water (gallons)	169,438,000	169,197,000	170,401,000	168,202,000
Accountable Water Average Daily (gallons/day)	464,214	463,553	466,852	471,381
Unaccounted for Usage Annual	53,487,000	67,003,000	54,250,000	64,231,000
Percent Unaccounted Water (%)	23.99	28.37	24.14	27.63

Village Of Warwick Water Rates 2018	Residential/ Commercial Customer In Village	Industrial Customer In Village	Residential/ Commercial Customer Outside Village	Industrial Customer Outside Village
Minimum Service Charge per Quarter	\$12.25	\$12.25	\$15.00	\$15.00
1000-25,000 gallons (per 1000 gallons)	\$5.12	\$8.82	\$15.06	\$19.26
26,000-75,000 gallons (per 1000 gallons)	\$6.42	\$8.82	\$16.69	\$19.26
Over 76,000 gallons (per 1000 gallons)	\$8.82	\$8.82	\$19.26	\$19.26

ARE THERE CONTAMINANTS IN OUR DRINKING WATER?

As the State regulations require, we routinely test your drinking water for numerous contaminants. These contaminants include: total coliform, turbidity, inorganic compounds, nitrate, nitrite, lead and copper, volatile organic compounds, total trihalomethanes, haloacetic acids, radiological and synthetic organic compounds. The table presented below depicts the results of that testing. The State allows us to test for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, is more than one year old. It should be noted that all drinking water, including bottled drinking water, might be reasonably expected to contain small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791) or the Orange County Health Department at (845-291-2331).

Table of Detected Contaminants							
Contaminant	Violation Yes/No	Date of Sample	Level Detected	Unit Measure- ment	MCL G	Regulatory Limit (MCL, TT or AL)	Likely Source of Contamination
Barium	No	1/10/2018	.019	mg/l	2.0	MCL = 2.0	Erosion of natural deposits.
Sulfate	No	1/17/2018	18.0	mg/l	250	MCL = 250	Naturally occurring
Nickel	No	1/10/2018	2.4	ug/l	N/A	MCL = 100	Erosion of natural deposits
Selenium	No	1/10/2018	< 2.0	ug/l	50	MCL = 50	Enters environment from naturally occurring geologic sources, sulfur, and coal.
Chromium	No	1/10/2018	< 7.0	ug/l	0	MCL = 100	Erosion of natural deposits
Nitrate	No	4/11/2018	3.5	mg/l	10	MCL = 10	Runoff from fertilizer use.
Manganese	No	2/22/2017	10	ug/l	N/A	MCL = 300	Naturally occurring.
Five Haloacetic Acids** (HAA5)	No	Quarterly	Max=36.3 Range= 15.6 to 57.	ug/l	N/A	MCL = 60	By-product of drinking water disinfection needed to kill harmful organisms.
Total Trihalo-methanes** (TTHMs)	No	Quarterly	Max=39.8 Range= 14 to 60	ug/l	N/A	MCL = 80	By-product of drinking water chlorination needed to kill harmful organisms. TTHMs are formed when source water contains large amounts of organic matter.
Copper (see note 1)	No	6/2017	90 th =0.1600 Range = 0.0260 - 0.3600	mg/l	1.3	AL=1.3	Corrosion of household plumbing

Lead (see note 2)	No	6/2017	90 th = 1.3 Range =1.0 – 4.2	ug/l	0	AL=15	Corrosion of household plumbing
Sodium	No	1/17/2018	73	mg/l	N/A	See Note 4	Road Salt
Chloride	No	1/17/2018	150	mg/l	N/A	MCL=250	Road Salt
Turbidity MWTP	No	10/29/2018	0.023	NTU	N/A	TT=< 1	Soil Runoff
Turbidity MWTP	No	Monthly	100%	NTU	N/A	TT=95% of samples< 0.3 NTU	Soil Runoff
Turbidity RWTP	No	1/17/2018	0.251	NTU	N/A	TT=< 1	Soil Runoff
Turbidity RWTP	No	Monthly	100%	NTU	N/A	TT=95% of samples< 0.3 NTU	Soil Runoff
Distribution System Turbidity ³	No	November 2018	0.437	NTU	N/A	MCL ≤ 5	Soil runoff

** The values shown in the table represent the highest locational running annual average calculated from data collected for Stage 2 compliance monitoring; however, the range of values includes Stage 2 and any Health Department surveillance samples.

1. The copper level presented represents the 90th percentile of the 20 customer locations tested. A percentile is a value on a scale of 100 that indicates the percent of a distribution that is equal to or below it. The 90th percentile is equal to or greater than 90% of the copper values detected at your water system. In this case, 20 samples were collected at your water system and the 90th percentile value was the eighteenth highest value, 0.1600 mg/l with a range of 0.0260 - 0.3600 mg/l. The action level for copper was not exceeded at any of the sites tested.
2. The lead level presented represents the 90th percentile of the 20 customer samples collected. The Action level for lead was not exceeded at any of the 20 sites tested. If present, elevated levels of lead can cause serious health problems, especially for pregnant women, infants, and young children. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in customers plumbing components. The Village of Warwick is responsible for providing high quality drinking water, but cannot control the variety of materials used in a customer's plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.
3. Five samples are collected per week, averaged for the month and compared to the MCL; here we report the highest monthly average for the year.
4. Water containing more than 20 mg/l of sodium should not be used for drinking by people on severely restricted sodium diets. Water containing more than 270 mg/l of sodium should not be used for drinking by people on moderately restricted sodium diets.

Definitions:

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contamination.

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

Non-Detects (ND): Laboratory analysis indicates that the constituent is not present.

Nephelometric Turbidity Unit (NTU): A measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

Milligrams per liter (mg/l): Corresponds to one part of liquid in one million parts of liquid (parts per million - ppm).

Micrograms per liter (ug/l): Corresponds to one part of liquid in one billion parts of liquid (parts per billion - ppb).

Picocuries per liter (pCi/L): A measure of the radioactivity in water.

MWTP: Well #2 / Microfiltration Plant.

RWTP: Reservoir Filtration Plant.

2017 NYSDOH PFC Sample Results	Sample date 9/7/2017		
Source: Well 2		Results are in units of ng/l	
Compound	MRL	Raw Water	Finished Water
Perfluorobutanesulfonic acid (PFBS)	1.77 ng/l	4.97 - 5.37	4.56
Perfluorohexanesulfonic acid (PFHxS)	1.89 ng/l	ND	ND
Perfluoroheptanesulfonic acid (PFHpS)	2.00 ng/l	2.45 - 2.48	2.51
Perfluorooctanoic acid (PFOA)	2.00 ng/l	5.52 - 5.63	4.99
Perfluorooctanesulfonic acid (PFOS)	1.91 ng/l	3.25 - 3.59	2.84
Perfluorononanoic acid (PFNA)	2.00 ng/l	ND	ND

MRL

Method Reporting Limit - The minimum concentration of a contaminant that can be reported with a specified degree of confidence.

ng/l- Nanograms per liter: Corresponds to one part of liquid to one trillion parts of liquid (parts per trillion - ppt).

To provide Americans, including the most sensitive populations, with a margin of protection from a lifetime of exposure to PFOA and PFOS from drinking water, EPA established the health advisory levels at 70 parts per trillion. When both PFOA and PFOS are found in drinking water, the combined concentrations of PFOA and PFOS should be compared with the 70 parts per trillion health advisory level. This health advisory level offers a margin of protection for all Americans throughout their life from adverse health effects resulting from exposure to PFOA and PFOS in drinking water.

WHAT DOES THIS INFORMATION MEAN?

As you can see by the table, our system had no violations. We have learned through our testing that some contaminants have been detected; however, these contaminants were detected below the level allowed by the State.

DO I NEED TO TAKE SPECIAL PRECAUTIONS?

Some people may be more vulnerable to disease causing microorganisms or pathogens in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice from their health care provider about their drinking water. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium, Giardia and other microbial pathogens are available from the Safe Drinking Water Hotline (800-426-4791). Please note that after May 2, 2012 all water delivered to customers was treated to remove these microorganisms.

IS OUR WATER SYSTEM MEETING OTHER RULES THAT GOVERN OPERATIONS?

During 2018, our system was in compliance with applicable State drinking water operating, monitoring and reporting requirements.

LEAD IN DRINKING WATER

Lead in drinking water is due to leaching from lead service lines and lead solder joints in service lines and interior building piping. The Village does not believe that it has any lead water lines and in replacing service lines between the main and the curb stop has no history of finding lead lines. The customer is responsible for the line from the curb stop to the structure and all internal piping. If lead is a concern you should check the materials in your system. The Village of Warwick is responsible for providing high quality drinking water, but cannot control the variety of materials used in a customer's plumbing components. When water has been sitting in the pipes for several hours, the potential for lead exposure can be minimized by flushing the tap for 30 seconds to 2 minutes before using water for drinking or cooking.

Further the Village of Warwick injects Orthophosphate into the treated water prior to it entering the distribution system. Orthophosphate works as a sequestering agent which provides a coating on the inside of the pipes creating a shield that prevents corrosion and minimizes leaching of lead and other metals. Scientific American has a brief explanation about how this chemical works: <http://www.scientificamerican.com/video/corrosive-chemistry-how-lead-ended-up-in-flint-s-drinking-water1/>

The Village of Warwick tests for lead at 20 locations in the system. Samples are taken from tap water inside customer locations and are taken as a first draw after the water has remained in the internal piping for 6 hours. The Action level for lead was not exceeded at any of the 20 sites tested. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (1-800-426-4791) or at <http://www.epa.gov/safewater/lead>.

WHY SAVE WATER AND HOW TO AVOID WASTING IT?

Although the Village's system has an adequate amount of water to meet present and future demands, there are a number of reasons why it is important to conserve water:

- ◆ Saving water saves energy and some of the costs associated with both of these necessities of life;
- ◆ Saving water reduces the cost of energy required to pump water and the need to construct costly new wells, pumping systems and water towers; and
- ◆ Saving water lessens the strain on the water system during a dry spell or drought, helping to avoid severe water use restrictions so that essential fire fighting needs are met.
- ◆ You can play a role in conserving water by becoming conscious of the amount of water your household is using, and by looking for ways to use less whenever you can. It is not hard to conserve water. Conservation tips include:
- ◆ Automatic dishwashers use 15 gallons for every cycle, regardless of how many dishes are loaded. So get a run for your money and load it to capacity.
- ◆ Turn off the tap when brushing your teeth.
- ◆ Check every faucet in your home for leaks. Just a slow drip can waste 15 to 20 gallons a day. Fix it and you can save almost 6,000 gallons per year.
- ◆ Check your toilets for leaks by putting a few drops of food coloring in the tank, watch for a few minutes to see if the color shows up in the bowl. It is not uncommon to lose up to 100 gallons a day from one of these otherwise invisible toilet leaks. Fix it and you save more than 30,000 gallons a year.
- ◆ Use your water meter to detect hidden leaks. Simply turn off all taps and water using appliances, then check the meter after 15 minutes. If it moved, you have a leak.

SYSTEM IMPROVEMENTS

The Village of Warwick during 2018 made a substantial investment into its water system through multiple improvements and upgrades.

Microfiltration Plant

- Completed removal of neutralization tank and constructed office, lab and rest room.
- Replaced bench top lab equipment
- Purchased spare computers for long-term functionality

Reservoir Filtration Plant

- Completed and commenced operation of new pump station to pump lagoon backwash water to sewer.
- Lagoon cleaned
- Power operated entry gate with security codes installed
- Replaced air release valves on main raw water line and backwash line
- Installed air release valves on raw water lines to filters to improve meter accuracy
- Replaced lab bench equipment
- Drained and washed both bulk pacl tanks

Reservoirs

Raw water in the reservoir and well sources were experiencing diminished capacity during the last four months of the year. The Village Water Department monitored and reported the water levels on a biweekly basis.

Listed below are the accomplishments made during 2018 to our reservoir system.

- Conducted annual watershed inspection
- Conducted semi-annual dam inspections
- Reservoir Emergency Action- Final plan was approved by NYSDEC; Orientation meeting to be held early 2019
- Safe Yield Analysis- commenced; installed Lowe Reservoir staff gauges. This project is funded in part by the Orange County Water Authority.

Pump Stations and Storage Tanks

During Hurricane Sandy in 2012 the Village was able to provide water to customers without interruption. To do so required the use of stationary and rented portable auxiliary power. This event demonstrated the importance of auxiliary power and the Village is working toward additional stationary supplemental power systems at critical facilities.

The Village has made application for a state sponsored grant to install backup power generation to most of our pumping stations. Should the Village be awarded these grants, we will be able to strengthen our ability to deliver a safe and reliable supply of drinking water to your homes and businesses during long-term power outages.

Improvements were made to the following:

- Ridgefield Pump Station Generator- replacement design underway

Distribution

The Village Water Department is responsible for maintaining approximately 45 miles of water main, with major portions originally installed during the early 1900's. Given the length of pipe in the system and its age it is understandable breaks occur from time to time.

Below is a listing of the Distribution projects performed during 2018:

- Performed system-wide flushing in April and August.
- Installed 7 new service connections.
- Updated 205 residential water meters to Sensus iPERL meter and 215 MXU's
- Installed 1 new hydrant to replace existing.
- Repaired 3 hydrants that had failed.
- Repaired 4 water main breaks.
- Repaired 8 service lines.
- Valves- Checked 20; opened approx. 5; located and raised approx. 5
- Altitude valves and Pressure Reducing Valves (PRV) were inspected for proper operation and adjusted as required.
- Installed a valve on the 18" Reservoir Water Main north of Grove St
- Rebuilt 10" Pressure Reducing Valve and 2" Pilot Valve at Maple Ave Pump Station
- Replaced Pond Hill Pilot Valve (PRV) to ensure proper operation
- Obtained design approval from Orange County Health Department (OCHD) for RPZ Backflow Devices at three athletic fields in Memorial Park
- Campbell Road water main connection to Oakland Ave- design completed; approved by OCHD
- River St Water Main Replacement- Design underway

General

Maintained and updated the GIS-based system for inventory, management and maintenance of water infrastructure. Submitted revised Emergency Response Plan and Vulnerability Assessment to New York State and Orange County Health Department. Awaiting approval.

Well #3 treatment system preliminary design analysis was performed. Final report expected in early 2019.

CLOSING

Thank you for allowing us to continue to provide you with quality drinking water. We ask that all our customers help us protect our water sources, which are the heart of our community. Please call our office at the Village Hall (845) 986-2031 ext. 110 if you have any questions.

INTEROFFICE MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MIKE MOSER, DPW SUPERVISOR

SUBJECT: SEASONAL LABORER

DATE: MAY 9, 2019

Motion to advertise for Four Seasonal Laborer's at a rate of \$14.00 hr. Two will work with the Water Dept painting fire hydrants and two will work with Street Maintenance Dept. Each laborer will be hired for a 12-week period at 40 hours per week. This is a budgeted 2019/2020 item.

VILLAGE OF WARWICK

REQUEST FOR PROPOSAL TO PERFORM AN ENGINEERING DESIGN OF A TREATMENT SYSTEM FOR WELL #3

The Village Board of the Village of Warwick, Orange County, New York, seeks proposals from qualified Consulting Engineering firms to Perform an Engineering Design of a Treatment System for Well #3. Interested Consulting Engineering firms are invited to submit a proposal which addresses their capabilities to meet the requirements of this engagement. The Village will review the proposals received and may schedule interviews with the most qualified responsive firms.

Proposals, an original and two copies should be submitted on or before 4:00 p.m. on June 13, 2019, addressed to the Village of Warwick, P.O. Box 369, 77 Main Street, Warwick, New York 10990. Direct any questions concerning this RFP to Mayor Michael Newhard at 845-986-2031. The outside of the envelope shall include the notation "Proposal to Perform an Engineering Design of a Treatment System for Well #3". Proposals shall remain valid for 90 days following the noted receipt date. The Village anticipates making an award in July 2019 at which time the Engineer is expected to commence work.

BACKGROUND

Well #3 is currently a backup source, and is located north of Route 17A at the east end of the Village and has an average yield capacity of 250 gpm and can yield up to 400,000 gpd. The water from Well #3 has been determined to be GWUDI. Because of this determination, this supply is only used in a very limited fashion, generally under emergency situations. Well #3 has been off line since May 2nd, 2012. It was able to be taken off line when the Microfiltration Plant came on line.

The Village through its consultant, KC Engineering, performed an evaluation of options that would allow Well #3 to be brought online. The selected option would effectively filter particles out of the water, disinfect the water, and prevent the growth of microorganisms. Water will be pumped from the existing well and flow through the cartridge filters. Three cartridge filters in series will be installed to filter the raw water. From the cartridge filters the water will flow to the UV disinfection unit. Hardness of the water will require there be a cleaning system for the Ultraviolet (UV) disinfection unit to prevent the hardness buildup from interfering with the UV disinfection by reducing the dose intensity. After UV disinfection the water will be chlorinated to maintain a residual in the distribution system. The residual protects the water supply from biological growth.

The capital cost is estimated at \$500,000 - \$600,000 and the Operation and Maintenance (O&M) cost is estimated at \$6,000-\$10,000 assuming 30 days of operation per year and annual cost for maintenance. That report is available upon request.

The Village's main surface water source is a system of three reservoirs located on Village

owned property north of Black Rock Road in the Town of Warwick. The water from these reservoirs is gravity fed into the Reservoir Filtration Plant where it is treated with Sodium Permanganate for taste and odor control, treated with a Pac1 coagulant, then filtered to remove particulate matter; it is then chlorinated to destroy microorganisms prior to entering the distribution system. The plant also injects Orthophosphate into the treated water to sequester naturally occurring iron and manganese.

Well # 2 is a substantial supply, which is treated at the Microfiltration Plant. Both the well and plant are located in Memorial Park. Well #2 has an average yield capacity of 375 gpm with a maximum safe yield estimate of 620 gpm and can yield up to 890,000 gpd. The treatment facility is a membrane filter system with a rated capacity to treat 1,000,000 gallons per day. The plant, which went into service in April 2012, has been producing water of outstanding quality from a source that previously had no filtration and had been determined to be Groundwater Under Direct Influence (GWUDI) of surface water. Chlorine for disinfection and Ortho Phosphate for sequestering are the only chemicals added to the water at this plant. Well #1 is located in Memorial Park and is a supply source that has not been in service for many years primarily because of its hydraulic connection to Well #2.

The Village's groundwater wells were pump tested to examine drawdown and influences most recently in 2004 which resulted in the "Ground-Water Resource Study" performed by Leggette, Brashears & Graham, Inc. dated January 2005.

SCOPE OF WORK

1. Perform an engineering review of the proposed treatment plan for Well #3 including any modifications that would result in greater efficiency or lower project cost. Provide updated budget level capital and life-cycle costs.
2. Perform necessary investigations and surveys, including SEQR related investigations, to support the design of the treatment system.
3. Prepare design plans and specifications for the treatment system. 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.
4. Prepare Contract and Bidding Documents for the project. The project will be bid and constructed in accordance with the New York State public bidding laws. Prepare a project manual which will include bidding forms and requirements, general conditions, contractual requirements, and will define the duties and responsibilities of the Village, Engineer and Contractor.
5. Attend two project meetings. The first meeting would be at the conclusion of Task 1 and the second at 95% design.

PROPOSAL

The Engineer should provide in the proposal a detailed description of the tasks and a cost associated with performing the individual task. The Engineer is to provide a proposal based on the scope presented herein. In addition the Engineer is encouraged to propose alternative approaches and methods in the form of a revised

scope and cost that would result in project efficiencies and reduced project costs while meeting the objectives of this work effort.

The Proposal shall include the following information:

1. Demonstration of experience of the firm in performing projects similar to that proposed. Include specific experience in obtaining grants for municipal infrastructure projects.
2. Experience of key project team members who will participate in the project including a project staffing organization chart showing individuals with expertise in the appropriate areas of engineering along with a description of the size and organization of the firm and the location of the office from which personnel will be assigned to the project.
3. Provide a copy of Certificate of Authorization to practice Engineering as issued by the New York State Education Department.
4. Provide proof of insurance for Worker's Compensation, Employer's Liability, General Liability, Automobile Liability and Professional Liability insurance. See Village requirements included in the RFP.
5. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at minimum, meet the requirements of Section 201-G of the New York State Labor Law.
6. Provide a schedule to perform the work. The Village would seek to complete the design and receive bids for the project in April 2020 with an anticipated construction start date in June 2020.
7. In a separate sealed envelope included with the proposal provide the cost by task on a lump sum basis. Note any task where the proposer believes that a lump sum approach would not be in the best interest of the Village and present alternate means of compensation.

SELECTION

The selection criteria to be considered by the Village of Warwick will include:

1. Experience providing engineering services of a similar nature to the proposed project.
2. Successful experience in obtaining grants to fund municipal infrastructure projects.
3. Qualifications and availability of the key personnel.
4. The best combination of qualification, scope and cost that will meet the objectives the Village of Warwick for this engagement.

VILLAGE OF WARWICK
INSURANCE REQUIREMENTS – ARCHITECTS & ENGINEERS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the municipality as an additional insured on the architect or engineer's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
- II. The policy naming the municipality as an additional insured shall:
- Purchase an insurance policy from an A.M. Best rated "secure" New York State licensed insurer.
 - State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
 - The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
- III. The consultant agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
- IV. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Architects & Engineers' Professional Errors and Omissions Insurance**
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the municipality. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work. If the architect or engineer is providing or managing environmental services, the errors & omissions policy must be endorsement to include coverage for these services.
 - **Excess Insurance**
On a "Follow-Form" basis (Excess insurance applies over the Architects & Engineers' Professional Errors and Omissions Insurance), with limits of \$1,000,000/\$3,000,000/\$5,000,000 each occurrence and aggregate.

- VI. Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The consultant 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 municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.
- VII. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYMIR, as the municipality's insurer.

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



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

VILLAGE OF WARWICK
INCORPORATED 1867

**Treasurer's Budget Transfers & Modifications for Approval
Board Meeting 5/20/2019**

5/31/2019 Year End Transfers per Budget - Vouchers attached for approval signatures.

- Transfer \$261,797.59 from Equipment Reserve Fund to General Fund Operating for Ravo Sweeper purchased from Northeast Sweepers & Rentals and paid on 7/3/2019 per budget (A.5110.2350).
- Transfer \$179,550.00 from Equipment Reserve Fund to General Fund Operating for Caterpillar Model 93 purchased from H.O. Penn Machinery Company, Inc. per budget (A.5110.2350).
- Transfer \$43,568.00 from Equipment Reserve Fund to General Fund Operating for purchase of 2019 Ford F350 4x4 Chassis Cab with Mason Dump vehicle from Leo Kaytes Ford, Warwick NY. Approved by Board Motion on 5/6/2019 per budget (A.5110.2350).
- Transfer \$31,172.00 from Equipment Reserve Fund to General Fund Operating for purchase of 2019 Ford F350 4x4 Regular Cab-W118 Super Duty vehicle from Leo Kaytes Ford, Warwick NY. Approved by Board Motion on 5/6/2019 per budget (A.5110.2350).
- Transfer \$1,000.00 from General Fund budget (A.9050.8000) to Unemployment Reserve Fund per budget.

Budget modifications for Approval

GENERAL FUND

TRANSFER TO				TRANSFER FROM		
ACCT CODE	ACCT DESCRIPTION	AMOUNT	NOTES	ACCT CODE	ACCT DESCRIPTION	AMOUNT
A.1210.1000	Mayor - Personal Services	480.00	Per actual	A.5110.1000	Streets - Personal Services	480.00
A.7140.1000	Parks - Personal Services	3,000.00	Per actual	A.5110.1000	Streets - Personal Services	3,000.00
A.8020.1000	Planning - Personal Services	1,300.00	Per actual/addition of meetings	A.5110.1000	Streets - Personal Services	1,300.00
A.3320.4950	Parking Div - Other/Signs	5,000.00	Electrical repair services	A.5110.4940	Streets - Signs/Line Paint	5,000.00
A.7310.4650	Youth Rec - Spec. Dept Supplies	135.00	Final-all orders complete	A.7310.1000	Youth Rec - Personal Services	135.00
A.8160.4005	Refuse - Sanitation Fees	2,000.00	Per actual	A.8140.4650	Storm Sewer - Materials/Supply	2,000.00
TOTAL		11,915.00		TOTAL		11,915.00

Treasurer's Budget Transfers & Modifications for Approval
Board Meeting 5/20/2019

WATER FUND

TRANSFER TO				TRANSFER FROM		
ACCT CODE	ACCT DESCRIPTION	AMOUNT	NOTES	ACCT CODE	ACCT DESCRIPTION	AMOUNT
F.8340.1000	Trans/Dist - Personal Services	16,000.00	Per actual	F.8340.4550	Trans/Dist - Water Line Repairs	16,000.00
F.8310.4570	Water Admin - Service Contracts	400.00	Addition of WIPP Contract	F.8340.4750	Trans/Dist - Training/Dues	400.00
F.9030.8000	Water - Social Security	200.00	Per actual	F.9060.8000	Water Hospital/Medical Ins	200.00
F.9035.8000	Water - Medicare	100.00	Per actual	F.9060.8000	Water Hospital/Medical Ins	100.00
TOTAL		16,700.00		TOTAL		16,700.00

SEWER FUND

TRANSFER TO				TRANSFER FROM		
ACCT CODE	ACCT DESCRIPTION	AMOUNT	NOTES	ACCT CODE	ACCT DESCRIPTION	AMOUNT
G.1680.4900	Sewer - IT/Network	200.00	Per actual	G.1440.4700	Sewer Engineer Contracted	200.00
G.8110.4570	Sewer Admin - Service Contracts	450.00	Addition of WIPP Contract	G.1440.4700	Sewer Engineer Contracted	450.00
TOTAL		650.00		TOTAL		650.00

Respectfully submitted,



Cathy M. Richards
Village Treasurer

WARWICK FIRE DEPARTMENT

CHIEF – PHIL CIALELLA
pcialella@gmail.com

1ST ASSIST. CHIEF – DANIEL SCHWEIKART
engine3dan@yahoo.com

2ND ASSIST. CHIEF – MICHAEL CONTAXIS
wfd634c@yahoo.com

SAFETY OFFICER – CHRIS DIMARCO
biggums151@yahoo.com



PRESIDENT – MELISSA STEVENS
meliss_stevens@yahoo.com

VICE PRESIDENT - ROBIN KITTNER
granada99@gmail.com

SECRETARY – DEB SCHWEIKART
debs@warwick.net

TREASURER – BILL LINDBERG
lindberg652@gmail.com

January 7, 2019

Board of Trustees Village of Warwick
P.O. Box 369
Warwick, New York 10990

Reference: 2019 Warwick Fire Department Carnival

Dear Board Members

Please be advised that the Warwick Fire Department will be holding its annual carnival once again this year in Veterans Memorial Park. The carnival will run from Wednesday June 26, to Saturday June 29, 2019. Set up for the event will begin on Sunday June 23rd, and breakdown and clean up will be completed by June 30th. The carnival will be open from 6:00 P.M. to 10:00 P.M. Wednesday through Friday and 6:00 P.M. to 11:00 P.M. on Saturday. Our fireworks display will begin at 10:00 P.M. Saturday night. An application for the use of the park is enclosed with this letter along with maps of the park indicating the areas that will be used for set up and operation of the carnival. The required insurance certificates will be forthcoming upon approval of the permit. Please feel free to contact me with any questions.

Thank you.

Melissa Stevens
Carnival Secretary
Ph: 845-742-0886
Email: grover80@warwick.net

VILLAGE OF WARWICK
FACILITY USE REQUEST

Today's Date 4/22/19

Date(s) Requested: June 21-30, 2019

Time of Event: 5pm - 12am

Village Park/Facility Requested: Memorial Park
****Please use attached map to indicated areas to be used****

Information about Group/Organization:

Name of Organization or individual: Warwick Fire Department

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

Proof of Residency: _____ Designated Contact: Melissa Stevens, President

Mailing Address: P.O. Box 31, Warwick, NY 10990

Telephone: (Day) _____ (Evening) _____ (Cell) _____

Information about intended use of Village Facilities:

Purpose of Use: Annual Fireman Carnival

Total Participants Expected: 1000 Adults 500 Children

How will the event be advertised? Newspaper / Posters / Facebook / Community Channel

Is Village equipment required? ☒ Yes ☐ No

If needed, state type and for what purpose: light tower Saturday June 29
Backhoe June 30, 10am

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

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for: _____

Will food be served? Yes Will food be sold? Yes

Please give details: Vender from Carnival / local community groups
Non profits

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 FD (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 Fire Dept. (name organization).

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

Address: P.O. Box 31, Warwick, NY 10990 Telephone: 845-986-3423

RECEIVED

OCT 04 2018

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

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

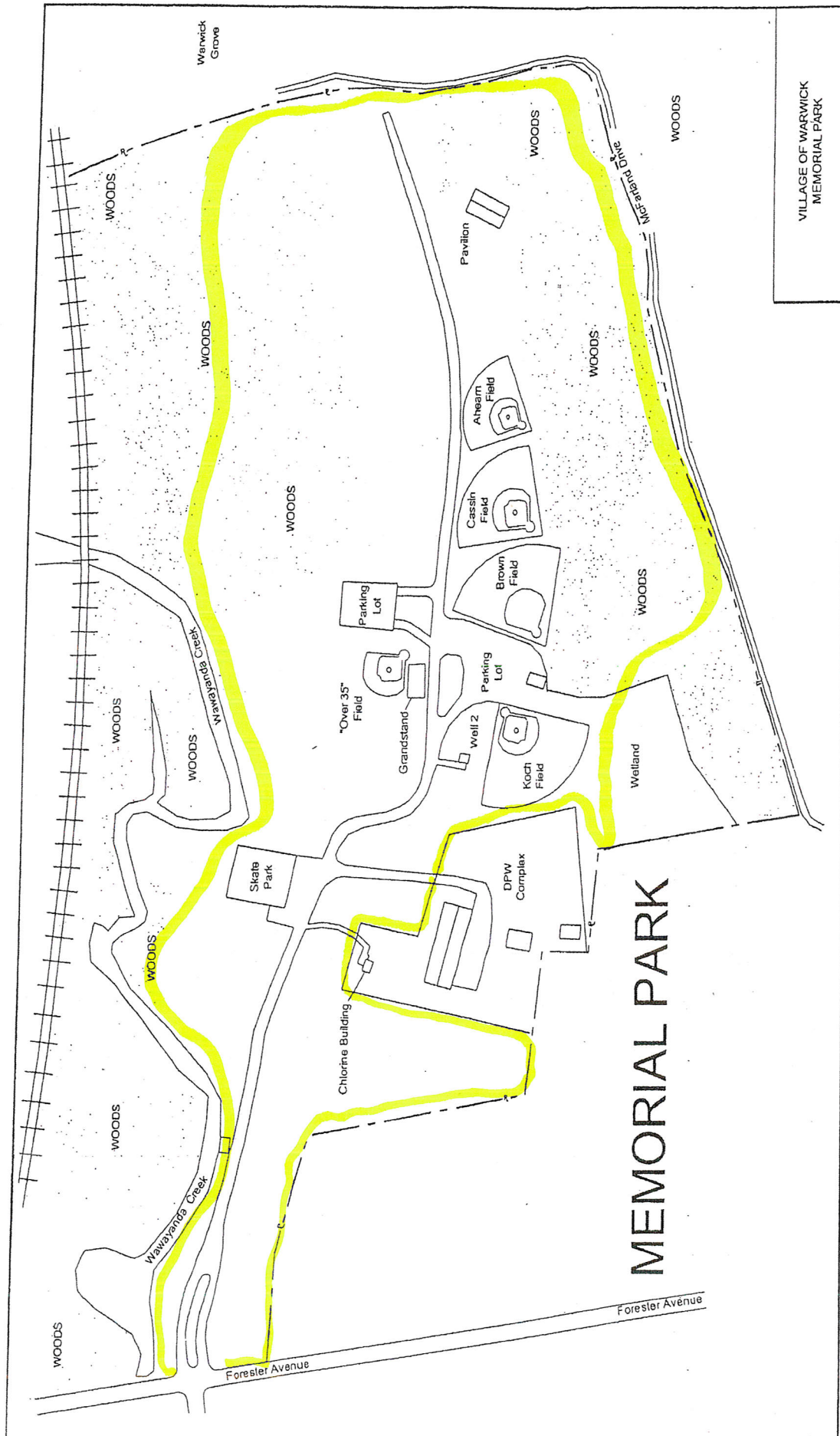
21. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures, for example pointing out posted procedures, direction for exiting, procedures for emergency helicopter landing, etc.
22. In the event of an accident, please notify the Village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

4/22/19
Date



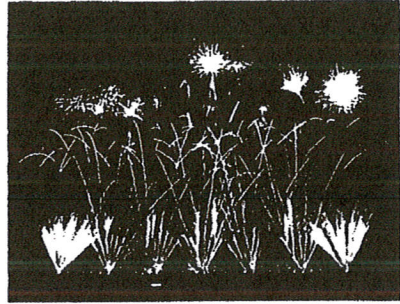
MEMORIAL PARK

VILLAGE OF WARWICK
MEMORIAL PARK

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #82096355

Worldwide Experience in Pyrotechnics - Since 1995



Hanover Germany 2009 International
Competition first place.

1-800-765-BANG (2264) • 206-202-1544 FAX
174 ROUTE 17 NORTH, ROCHELLE PARK NJ 07662

www.fwextravaganza.com

REQUIRED INSURANCE INFORMATION

PLEASE PROVIDE THE FOLLOWING INFORMATION IN ADDITION TO A SITE PLAN
FOR THE LOCATION YOU HAVE LISTED BELOW.

SPONSOR / ORGANIZATION

Warwick Fire Department

Contact Person

Address

P.O. Box 31, 25 Church Street

City Warwick

State NY

Zip 10990

Others to be Insured
(i.e. Property Owner)

Village of Warwick

Date of Display

6/29/19

Time of Display: 10pm

Rain Date: 6/30/19

Location of Display

Memorial Park

Address

Forester Avenue

City Warwick

State NY

Zip 10990

Estimated Attendance

Fire Equipment on Site

☒ Yes

No

Will Ambulance be on site?

☒ Yes

No

Name of Responding
Fire Company

Warwick Fire Department

Distance to Nearest

Building: 350 FT

Vehicle: 350 FT

Spectator: 350 FT

Sponsor Contact

Title

Telephone Numbers

Work

Home

Fax

E-mail Address:

Cell Phone:

(845) 656-1778

Signature

Date:

3/13/19

PLEASE RETURN THIS FORM WITH DEPOSIT
AND BOTH SIGNED CONTRACTS

RECEIVED

APR 02 2019

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

Fireworks Extravaganza

Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917

Worldwide Experience in Pyrotechnics - Since 1995

1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International
Competition first place.

www.fwextravaganza.com

CONTRACT

This contract and agreement entered into this 13 day of March, 2019,
by and between **FIREWORKS EXTRAVAGANZA** a New York Corporation located at 121
Gertrude Ave, Paramus, NJ 07652.

And

Tom Cosgrove representing the Warwick Fire Department whose address is PO Box
31, Warwick, NY 10990 hereinafter referred to as the **SPONSOR**.

WHEREAS, the parties have entered into an oral agreement relating to the sale and/or
display of fireworks which they desire to have set forth in writing:

NOW, THEREFORE, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only
to appropriately authorized individuals.
2. The **SPONSOR** agrees to pay a display price **FIFTEEN THOUSAND DOLLARS**
(\$15,000.00) for the display agreed upon which will be exhibited by **FIREWORKS**
EXTRAVAGANZA on June 29th, 2019 at Veterans Memorial Park, 60 Forester Avenue, Warwick,
NY 10990.
3. Upon acceptance of this agreement, **SPONSOR** agrees to pay a sum of 50% of the total
cost of the display in the amount of **SEVEN THOUSAND FIVE HUNDRED (\$7,500.00)** with
the balance of **SEVEN THOUSAND FIVE HUNDRED (\$7,500.00)** due within ten (10) days
after the display date agreed upon herein. Late payments will be subject to a finance
charge.
4. **SPONSOR** agrees to maintain a secure site which meets NFPA 1123, 2010 distance
requirements (70' per inch of shell diameter), as defined by **FIREWORKS EXTRAVAGANZA**
and **SPONSOR'S** local Fire Authority and to provide proper police/crowd security
personnel to insure adequate patrol of this site as marked and secured by the **SPONSOR**
until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary.
SPONSOR also agrees to furnish proper parking supervision.
5. **FIREWORKS EXTRAVAGANZA** reserves the right to terminate the display being exhibited
by **FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the
secured safety zone and security is unable or unwilling to remove them and enforce the
safety regulations.
- 6a. **SPONSOR** will have the display site approved and permit application signed by the
local Fire Authority having jurisdiction. In addition, **SPONSOR** will have available at the
display site Fire and/or other local Emergency Response Personnel as required by
county and/or state authority.

6b. **SPONSOR** will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction.

7a. In the event of inclement weather, the display will be rescheduled to **June 30th, 2019**. There will be a postponement fee of Fifteen percent (15%) of the total contract price if the display has left the warehouse. If the **SPONSOR** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse the postponement fee will be Five percent (5%) of the total contract price but no less than **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)**. In the event of a cancellation of the display, there will be a cancellation fee of Twenty-five percent (25%) of the total contract price.

7b. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **SPONSOR'S** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the **SPONSOR** once the display is ready for firing will result in 100% of the contract amount invoiced.

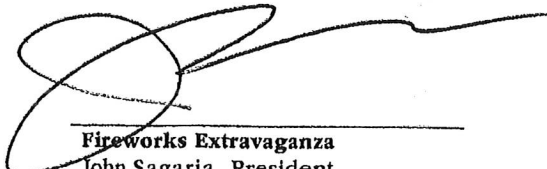
8. **FIREWORKS EXTRAVAGANZA**, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of \$1,000,000/\$2,000,000 underlying with \$4,000,000/\$4,000,000 excess. Those entitles/individuals listed on the certificate of insurance shall deemed an additional insured per this contract. Additional insureds on a primary and non-contributory bases. Fireworks Extravaganza should name the Village of Warwick as an additional insured on the primary and excess liability policies on a primary and non-contributory basis.

9. **FIREWORKS EXTRAVAGANZA** reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required.

10. **FIREWORKS EXTRAVAGANZA** shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display. **SPONSOR** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition.

IN WITNESS, WHEREOF, we set our hands and seals to this agreement in duplicate the day and year first above written.


Warwick Fire Department
Tom Cosgrove, Representative


Fireworks Extravaganza
John Sagaria, President

INDEMNITY and HOLD HARMLESS AGREEMENT FOR THE 2019 WARWICK FIREMEN'S CARNIVAL

This INDEMNITY and HOLD HARMLESS AGREEMENT (hereinafter "Agreement") by and between JULES M., JERAL R., & ELIZABETH J. doing business under the name and style of GILLETTE SHOWS INC., (hereinafter, "GILLETTE"), located at 291 Pecks Road, Pittsfield, MA 01201, and the Village of Warwick (hereinafter, "The Village"), located at 77 Main Street, Warwick, New York and The Warwick Fire Department (hereinafter, "The Fire District"), located at PO Box 421, Warwick, NY 10990, and the Warwick Fire Department (hereinafter, "Warwick Fire Department"), located at P.O. Box 31, Warwick, NY, 10990 that are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, The Warwick Fire District and the Warwick Fire Department will engage the services of Gillette to provide amusement rides and entertainment vending at The Event known as the Annual Fireman's Carnival to be held on *June 23rd through June 30th, 2019*, at Memorial Park, property owned by the Village of Warwick; and

WHEREAS, The Village of Warwick has been advised that its regular NYMIR Insurance Policy will not cover this event or the activity of the carnival rides or amusements on Village Property, and

WHEREAS, The Village of Warwick has provided above referenced lack of coverage notice to The Warwick Fire District, The Warwick Fire Department and Gillette; and

WHEREAS, a condition precedent to The Village's consent to allow the Warwick Fire District, The Warwick Fire Department and Gillette to have carnival rides for the event at Veterans Memorial Park shall be the execution of this Indemnity and Hold Harmless Agreement; and

WHEREAS, The Warwick Fire District, The Warwick Fire Department and Gillette understand that the location of the event, to wit: The Village of Warwick Veterans Memorial Park, located at 60 Forester Avenue, Warwick, New York is land owned and maintained by the Village of Warwick; and

WHEREAS, The Warwick Fire District, The Warwick Fire Department and Gillette acknowledge receipt of notice that the Village of Warwick does not have insurance coverage for

this event; and

WHEREAS, The Warwick Fire District, The Warwick Fire Department and Gillette acknowledge that they are solely responsible for any all liability that may arise from the event and that they are aware that the Village will not be assisting with the production of this event in any way.

NOW THEREFORE it is hereby agreed that

TERMS

1. **Indemnification.** Upon the Warwick Fire District and the Warwick Fire Department hosting their Fireman's Annual Carnival (hereinafter, "The Event"), a yearly fund-raising event, to be held this year from *June 23rd through June 30th, 2019* at Veterans Memorial Park, located at 60 Forester Avenue, Warwick, New York, they acknowledge that the Veterans Memorial Park is the only public space located within the Village of Warwick that is large enough to accommodate the size of the attractions and fit the anticipated amount of attendees, and they agree to indemnify the Village of Warwick and/or hold them harmless as described herein. By the Fire District's, the Fire Department's and Gillette's performance of the production of this event with amusements and rides, it's services and acts by and of its employees, agents, invitees and/or volunteers for the purposes specified herein, they all agree to defend, indemnify, and hold harmless the Village of Warwick, its trustees, employees, and agents, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a Court of Law or by administrative action of any federal, state or local governmental body or agency arising out of or incident to any acts, omissions, negligence, or willful misconduct of The Fire District, the Fire Department and/or Gillette its/their personnel, employees, agents, contractors, or volunteers in connection with or arising out of The Fire District's, The Fire Department's and Gillette's performance of services, hosting, production and vending for the event at Veterans Memorial Park known as the 2017 Annual Fireman's Carnival. These Indemnification and Hold Harmless Provisions apply to and include without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, as well as any reimbursements to The Village for all legal expenses and costs incurred by it.

2. **Insurance and Additional Insured Status.** The Warwick Fire District, The Warwick Fire Department can provide \$1,000,000.00 per occurrence \$3,000,000.00 aggregate naming the Village as an additional insured and Gillette can provide \$1,000,000.00 per occurrence \$2,000,000.00 aggregate underlying with excess liability of \$2,000,000.00 per occurrence \$2,000,000.00 aggregate naming the Village as an additional insured for the services and equipment provided for the Annual Firemen's Carnival that is subject to this agreement.

Using ISO Additional insured endorsement CG20-26 07/04, Gillette agrees to name on a primary and non-contributory basis the Warwick Fire Department/Warwick Fire District and the Village of Warwick as additional insureds on both primary and excess policies. The Warwick Fire Department/Warwick Fire District agrees to name on a primary and non-contributory basis the Village of Warwick as an additional insured along with a copy of the Certificate of Insurance.

3. **Authority to Enter Agreement.** Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

4. **Amendment/Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

5. **Waiver.** No waiver of any default or required performance shall constitute a waiver of any other required performance, default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall grant to the other Party any contractual right by custom, use, or otherwise.

AGREED TO BY AND BETWEEN:

Dated: April 9, 2019

Edgardo P. Gillette
Gillette
291 Pecks Road
Pittsfield, MA 01201

Dated: 5/14/19

Dee Sel
The Warwick Fire District
PO Box 421
Warwick, NY 10990

Dated: 5/15/19

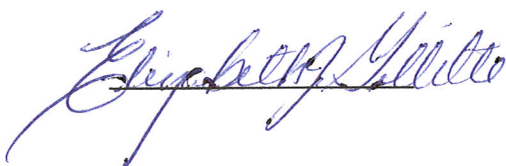
Michael Newhard
Michael Newhard
Village of Warwick Mayor
77 Main St.
Warwick, NY 10990

Dated: 5/14/19

Robert Thomas President
The Warwick Fire Department
PO Box 31
Warwick, NY 10990

No other agreement, verbal or otherwise will be deemed valid unless herein stated below that the agreement between the Fire Company and Gillette is subject to the IDEMNITY AND HOLD HARMLESS AGREEMENT FOR THE 2019 WARWICK FIREMEN'S CARNIVAL.

Provided, however, that the parties acknowledge that the Indemnity and Hold Harmless Agreement for the 2019 Warwick Firemen's Carnival executed by and between Jules M. Jeral R & Elizabeth J d/b/a Gillette Show, Inc. and the Warwick Fire Department and the Village of Warwick is a valid and binding contract to which this agreement is expressly made subject and which shall be governed by the laws of the State of New York.



Signed for Gillette

Date: 4/9/19


President

Signed for Warwick Fire Dept.

Date: 5/13/19

AGREEMENT

Entered into this 18th day of March 2019 the year of our LORD.

By and between JULES M., JERAL R., & ELIZABETH J. doing business under the name and style of GILLETTE SHOWS INC., hereinafter called GILLETTE and Warwick
Fire Department hereinafter called the ORGANIZATION.

WITNESSETH. For and in consideration of one dollar, paid by one party, to the other, the receipt of which is hereby acknowledged, and other valuable considerations hereinafter specified, both parties to this contract hereby confine and bind themselves as follows.

GILLETTE agrees to furnish to the ORGANIZATION a combination of rides and concessions known as GILLETTE SHOWS and exhibit same beginning June 26 and ending June 29 in the town or city of Warwick GILLETTE to have exclusive of the same during the dates above mentioned.

Carnival on site June 24 - June 30, 2019

GILLETTE agrees to pay the organization 25 % of rides and or as follows Agrees
to pay 1/2 toilets and dumpster. Toilets need to be
on site Monday June 24th

In the event of a needed change in dates, GILLETTE should notify the organization at least two (2) weeks in advance.

Gillette pays \$125.⁰⁰ per concession

The ORGANIZATION is to furnish location suitable to GILLETTE along with all licenses, permits, police and fire protection, connected with or, needed by law, or otherwise, for the successful completion of the above named dates.

The ORGANIZATION is to furnish ticket sellers as needed by GILLETTE for rides and shows, free of charge, no later than (6:00) week nights and (1) one 0'clock on matinee.

In the event, a show of similar caliber appears in the above named town (2) two weeks prior to the above named dates, contract can be declared null and void at the option of GILLETTE only.



ALBERT WISNER
PUBLIC LIBRARY

Village of Warwick - Board of Trustees
Village Hall
77 Main Street
PO Box 369
Warwick, NY 10990

May 9, 2019

Dear Board of Trustees,

The Albert Wisner Public Library requests permission to hold a free *Pop-Up Storytime* on the Village Green on Wednesday, July 31st from 12 PM to 1 PM. This storytime program will offer families with young children an opportunity to hear stories, sing songs and play instruments in an area outside the traditional library storytime setting. The object is to keep the community excited about reading and to give those who might not already use the library a sample of what the library has to offer. We expect attendance at this program to be around 20-25 people (parents/grandparents/caregivers and their children). The program itself will be about 1/2 hour long; we'll read several books, do a few rhymes and have a sing-along with instruments. We will bring everything we need for this event.

We will be advertising this event on several platforms including the library's website, social media accounts, paper flyers and with signs.

Thank you for considering this request. We look forward to hearing your response.

Sincerely,

Stacy Kraai
Children's Services Manager

Teresa Vela-Hayes
Library Assistant - Children's

VILLAGE OF WARWICK
FACILITY USE REQUEST

Today's Date 5/9/19

Date(s) Requested: 7/31/19

Time of Event: 12:00-1:00 pm

Village Park/Facility Requested: Village Green
****Please use attached map to indicated areas to be used****

Information about Group/Organization:

Name of Organization or individual: Albert Wisner Public Library - Children's Room

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

Proof of Residency: ☒ Designated Contact: Stacy Kraai - Children's Services Manager

Mailing Address: 1 MacFarland Drive Warwick, NY 10990

Telephone: (Day) 845-986-1047 (Evening) ext 4 (Cell) 845-258-0911

Information about intended use of Village Facilities:

Purpose of Use: Storytime Program

Total Participants Expected: 15 Adults 15 Children

How will the event be advertised? signs, social media, Library Website

Is Village equipment required? ☐ Yes ☒ No

If needed, state type and for what purpose: _____

RECEIVED

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

MAY 14 2019

Is an admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for: _____

VILLAGE OF WARWICK
VILLAGE CLERKS OFFICE

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 Albert Wisner Public Library (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 Albert Wisner Public Library (name organization)

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

Address: 117 Village Green Ct. Telephone: 845-258-0911

\$100 sec. deposit

+

insurance

Received 5/14/19

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

Shay Khan
Signature

5/10/2019
Date