

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
September 3, 2019
AGENDA**

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

1. Introduction by Mayor Newhard.
2. Authorization to Pay all Approved and Audited Bills in the amount of \$ _____.

Discussion

1. Village of Warwick Skate Park
2. Closure of Bank Street for the benefit of the Warwick Farmers' Market

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 grant permission to Planning Board Secretary, Maureen Evans to attend the Orange County Municipal Planning Federation's Planning & Zoning Support Staff Workshop on Friday, September 13, 2019 from 8:30 a.m. to 12:00 p.m. at the Harness Racing Museum in Goshen, NY at a cost of \$35 for registration. Mileage reimbursement will be applicable.
2. **MOTION** to grant permission to Michael Moser, DPW Supervisor, to attend NYCOM's Public Works Training School from Monday, October 21, 2019 through Wednesday, October 23, 2019 at the Hotel Ithaca at a cost of \$295 for registration and \$795 for lodging and meals for a three-night stay (check-in October 20, 2019). Total cost incurred is \$1,090. Agenda attached. Overtime and mileage reimbursement are not applicable. Supervisor vehicle will be used.

3. **MOTION** to accept the proposal from Barton & Loguidice for survey, geotechnical investigation, wetland assessment, NYSDEC SPEDES permit application, NYSEFC loan application, and basis of design report for the Wastewater Treatment Plant Upgrade Project, with a total cost not to exceed \$129,000 and to authorize the Mayor to sign the same.
4. **AUTHORIZING REDUCED AND INSTALLMENT PAYMENTS FOR THE REIMBURSEMENT OF CERTAIN OVERPAYMENTS FROM ELECTED EMPLOYEES/OFFICERS**

WHEREAS, between 2005 and 2016, the Village of Warwick miscalculated the amount of certain Village employees'/officers' health insurance premium contribution payments and under withheld the correct amount;

WHEREAS, based upon the foregoing, certain health insurance premium contribution payments are currently outstanding to the Village from such Village employees/officers;

WHEREAS, the Village Board entered into a settlement agreement with the International Brotherhood of Teamsters, Local Union No. 445 concerning the outstanding health insurance premium contribution payments accrued between 2005 and 2016, effective August 20, 2019;

WHEREAS, the Village Board waived all outstanding health insurance premium contribution payments from its non-unionized and non-elected employees/officers accrued between 2005 and 2016, effective August 20, 2019;

WHEREAS, the statute of limitations governing the collection of such outstanding health insurance premium contribution payments is six (6) years;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Warwick hereby authorizes the Village to pursue the collection of outstanding health insurance premium contribution payments from elected employees/officers accrued over the past six (6) years, between August 20, 2013 and August 20, 2019;

BE IT FURTHER RESOLVED, that the Village Board of Trustees of the Village of Warwick hereby authorizes the Village to offer such affected elected employees/officers the following repayment options if the elected employee/officer signs a repayment agreement within 30 days from the date of the revised repayment notice:

- (1) A 20% reduction on the revised total amount owed if the elected employee/officer makes payment within thirty (30) days from the date of the repayment notice.
- (2) A 10% reduction on the revised total amount owed if the elected employee/officer makes payment in equal installments each month over a five (5) year period with no interest provided the elected employee/officer remains current on his/her payments during the entire repayment period.

_____ presented the foregoing resolution which was seconded by
_____.

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Eileen Patterson, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee Lindberg's Motions:

5. **MOTION** to rescind the motion made August 19, 2019 to schedule a public hearing on Monday, October 7, 2019 at 7:30 p.m. for the consideration of the Short-Term Rental Local Law.
6. **MOTION** to schedule a public hearing on Monday, October 21, 2019 at 7:30 p.m. for the consideration of the Short-Term Rental Local Law.

Trustee Patterson's Motions:

7. **MOTION** to rescind the motion made August 19, 2019 to schedule a public hearing on Monday, October 7, 2019 at 7:30 p.m. to consider the Resident ID Local Law.
8. **MOTION** to schedule a public hearing on Monday, October 21, 2019 at 7:30 p.m. to consider the Resident ID Local Law.

Trustee McManus' Motions:

9. **MOTION** to allow the Warwick Historical Society to utilize the following parking area on the south side of Church Street along Lewis Park for the benefit of a wedding taking place at the Old School Baptist Church on October 12, 2019 as per their email and map dated August 14, 2019: approximately 38 feet in length Saturday, October 12, 2019 to Sunday, October 13, 2019 to accommodate a caterer trailer and approximately 16 feet in length Friday, October 11, 2019 through Monday, October 14, 2019 to accommodate a port-o-john trailer. Proper insurance has been received.

**Final Comments from the Board
Executive Session (if applicable)
Adjournment**



Suggested installation
of 3-4 speed humps



Imagery ©2019 Google, Map data ©2019, Map data ©2019 20 ft

SAVE THE DATE!!

**Orange County Municipal Planning Federation
present the**

PLANNING & ZONING

SUPPORT STAFF WORKSHOP



Friday, September 13, 2019

9:00 AM-12:00 PM

(Registration and breakfast at 8:30 AM)

RSVP by August 30, 2019

Fee: \$35.00 Breakfast included

Location: Harness Racing Museum

240 Main Street Goshen, NY 10924

Topics included but not limited to:

FOIL, GIS locating website, 239 Reviews, AG Districts

To REGISTER or FOR MORE INFORMATION:

Contact Carrie Scali at 615-3866 or

cscali@orangecountygov.com

INTEROFFICE MEMORANDUM

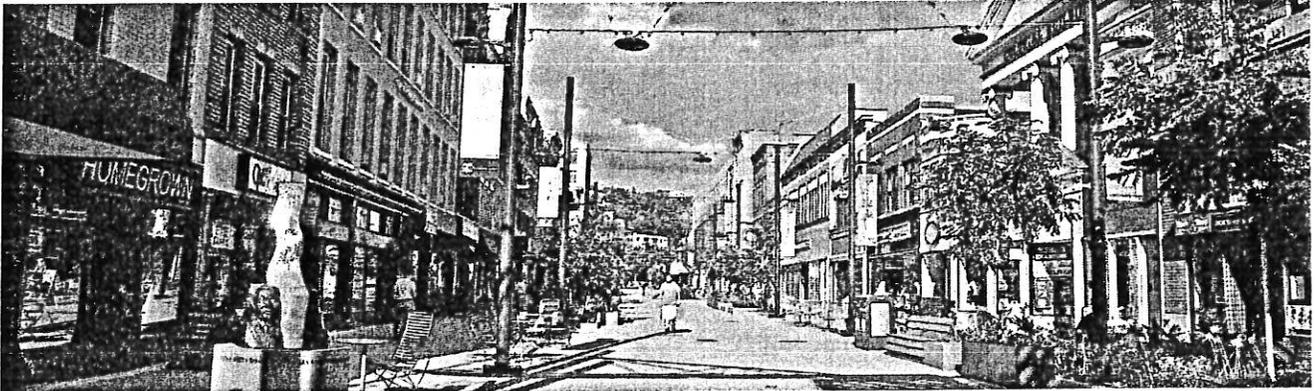
TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MICHAEL MOSER, DPW SUPERVISOR

SUBJECT: NYCOM'S PUBLIC WORKS TRAINING SCHOOL

DATE: AUGUST 23, 2019

Motion to grant permission to **Michael Moser, DPW Supervisor**, to attend the **NYCOM's Public Works Training School** at a cost of \$295.00 This training will be held at the Hotel Ithaca **October 21,2019 through October 23, 2019**. Reservations will cost \$795.00 for the three-night stay at the Hotel; Check in October 20, 2019 and Check out October 23, 2019. Total cost incurred \$1090.00. Agenda attached. No overtime applies. Supervisor vehicle will be used no mileage reimbursement applies.



[BACK](#) [INFORMATION](#) [REGISTER](#) [HOTEL](#)
[VENDORS](#)

Public Works Training School Agenda

Monday, October 21

7:00 a.m.

Breakfast

8:00 a.m.

NYCOM Registration Desk Opens

8:45 a.m.

Early Riser Roundtable

- First-Time Attendee Orientation

9:30 a.m.

Concurrent Sessions

- DPW Superintendents' Perspective: Asphalt Preservation and Long-Term Repair Techniques
- First Net: Emergency Preparedness

10:45 a.m.

Concurrent Sessions

- Sexual Harassment Prevention: It's Everyone's Job!
- Shining Bright: Municipal Solar

12:15 p.m.

Lunch

1:45 p.m.

Concurrent Sessions

- Techniques for Reducing Lost Water
- Pedestrian Safety in a Distracted Age

3:15 p.m.

Concurrent Sessions

- How to Identify and Address Impaired Employees
- Dig Safely

7:00 p.m.

Awards Dinner

Comedian Moody McCarthy

Tuesday, October 22

7:00 a.m.

Breakfast

8:00 a.m.

NYCOM Registration Desk Opens

8:00 a.m.

Early Riser Roundtable

- Tips for How to Defuse and De-escalate Tense Situations

9:15 a.m.

Concurrent Sessions

- Wastewater Update

- Electrical Safety in the Workplace
- Right Sizing

10:30 a.m.

Concurrent Sessions

- Ideas on How to Develop a Sustainable Operator Workforce
- Where is Everyone? Employee Leave Issues
- The Right Tree for the Right Application

12:00 p.m.

Lunch

1:30 p.m.

Concurrent Sessions

- Promoting a Safety Culture: Right-to-Know
- Improving and Funding Sidewalk Infrastructure

3:00 p.m.

Concurrent Sessions

- Where's the Money? Chasing Grants
- Winter Weather: Snow and Ice Controls

Evening

Dinner on Your Own

Second Annual Public Works Night Out

Wednesday, October 23

7:00 a.m.

Breakfast

8:00 a.m.

NYCOM Registration Desk Opens

8:00 a.m.

Early-Riser Roundtable

- Peer-to-Peer Q&A

9:15 a.m.

Concurrent Sessions

- Why Ethics Matters and Records Management for the Public Works Department
- Drinking Water Update

10:30 a.m.

Concurrent Sessions

- GIS Mapping
- How to Effectively Manage Your Unionized Workforce

11:30 a.m.

Plenary Sessions

- Legal Panel

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Raina Abramson

From: Lisa Ryan <admin@whsny.org>
Sent: Wednesday, August 14, 2019 2:25 PM
To: Raina Abramson
Subject: RE: October Wedding
Attachments: img022.jpg

Afternoon Raina,

Attached is a drawing of Lewis Park, Church Street & Viviano's. The folks that are renting Lewis Park for a wedding on October 12, 2019 are renting a port-o-john trailer. The caterer that they are using also has a trailer. They are looking to park the caterer trailer along the fence on Church Street and the Port-o-John trailer up Church where there is the opening after the fence but before the stairs.

Caterer trailer will need to be there Saturday 10/12/19, all day and be picked up on Sunday, 10/13/19 morning. The trailer is 38 x 9 and weighs about 11,000 lbs.

The port-o-john trailer will be dropped off on Friday, 10/11/19 and picked up Monday, 10/14/19 morning. The dimensions would be 16 x 9.5. The length is approx.. 12 ft but they add 4-5 ft for the hitch and the width is approx.. 7 ft but additional for the tires and the stairs.

The renters will also get the village an insurance certificate.

If you need anything else or have any questions, I will be in the office today until 4:00, on Friday 9-2 and next week Monday, Tuesday, Wednesday & Friday, 9-3.

Thank you in advance for your help with this.

Lisa A. Ryan

Office Manager
Warwick Historical Society
PO Box 353
Warwick, NY 10990
845-986-3236 ext. 101
845-986-8932

Vivians

Church Street

Caterer Trailer

Rental Trailer

grass opening

Stairs

Lewis
Parker



August 19, 2019

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

Re: Proposal for Engineering Services
Wastewater Treatment Plant Improvements
File: P702.3243

Dear Mayor Newhard,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this proposal for survey, geotechnical investigation, wetland assessment, NYSDEC SPDES permit application, NYSEFC loan application, and basis of design report for the Wastewater Treatment Plant Upgrade Project.

The proposal encompasses the project identified in the September 2019 Preliminary Engineering Report and will increase the WWTP capacity to 1.25 mgd and replace several of the main unit processes with an alternative technology.

The project will be funded with a WIIA grant from New York State Environmental Facilities Corporation (NYSEFC) with the remainder of the funds from the NYSEFC loan program.

The work will be completed in accordance with NYSEFC's requirements as outlined in the attached Bid Packet.

As requested this proposal only encompasses the preliminary tasks to initiate the project. Detailed final design plans and specifications, 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. Survey and Base Mapping Services

Survey and base mapping services will be required for design. B&L will retain the services of M/WBE survey firm to prepare base mapping for the project area to meet M/WBE subcontract requirements. Solicitations were obtained in accordance with NYSEFC requirements.



All surveys will include all evident planimetric and topographic features such as one-foot contour intervals, tanks/structures, landscaping, trees, overhead utilities, poles, underground utility evidence, pipe inverts etc. Property lines 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.

Specifics for the site survey include:

Total Area to be surveyed: 4.0 acres

- a. All buried utilities (electrical, gas, sanitary & storm sewers, telephone, water, etc.). Surveyor to obtain available mapping of existing utilities and coordinate with Dig Safely New York for verification of actual field locations.
 - Including pipe, pipe materials, pipe diameter, invert elevations, rim elevations and manhole base elevations and size for sanitary and storm sewer systems.
 - Including pipe, pipe materials, pipe diameter, valves, hydrants, water services, and water service shut off valves (curb boxes) for water system components.
- b. Edges of paved or unpaved surfaces including roadways, driveways, sidewalks and paths. Indicate material type (gravel, dirt, asphalt pavement, concrete, etc.)
- c. All above grade surface features including but not limited to monuments, signs, trees/shrubs, telephone/utility poles and guy wires, overhead wire routes, building and process tanks etc.
- d. Culverts, swales, drainage ditch centerlines, along with low points within the survey area.
- e. Property and right of way lines and ownership information based on tax maps.
- f. Outline of buildings/structures within survey limits.
- g. Contours at 1 ft elevation intervals.



- h. Place benchmark(s) or identify existing benchmarks at permanent locations for vertical alignment during the construction phase of the project.
- i. Select top of tank, pipe, and weir elevations within existing process tanks within the survey area. Detailed listing will be provided prior to field survey.
- j. Wetland flags (delineated in December 2018).
- k. NYS Prevailing Wages will apply.

2. *Subsurface Investigation and Geotechnical Report*

B&L will retain the services of a M/WBE certified firm 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. Four (4) total bores shall be completed. Three (3) at 25 feet deep and one (1) at 50 feet deep.
- b. If rock is encountered core rock for 5 feet past refusal using NX-size core barrel.
- c. Perform soil sampling and Standard Penetration Testing (SPT), using a 2-inch OD split spoon sampler, in accordance with ASTM D 1586: "Standard Test Method for Standard Penetration Test (SPT) and Split Barrel Sampling of Soils," continuously to a minimum depth of 12 feet and at 5-foot intervals thereafter.
- d. Bores shall be completed using 3 1/2 inch hollow stem auger.
- e. Backfill all borings using native material.
- f. NYS Prevailing Wages will apply.
- g. Prepare geotechnical engineering report to document all findings from investigation including Seismic Site Classification and provide foundation requirements for tanks and associated soil requirements.



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

SHPO sign off was obtained during the WIIA grant application/PER task. A SEQR Long-Form was completed and B&L assisted the Village with the coordinated review process.

Should additional coordination with involved agencies be needed, B&L will complete the work on a time and expense basis.

A Phase 1A archeological assessment was determine by SHPO to initially not be required. Should additional confirmation be required B&L will subcontract with a M/WBE firm to complete this literature study as an additional service. An allowance is included in the overall fee and will only be billed if services are provided.

4. *Wetlands Assessment*

B&L completed a site visit to determine if NYSDEC (state) or ACOE (federal) wetlands were present within the project limits and the wetlands delineation was complete. 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.

5. *SPDES Permit Modification – Form 2A*

To initiate the project an increase in permitted flow is needed and approval from NYSDEC with respect to the effluent limits for the facility.

B&L will prepare the Municipal Form 2A outlining the following:

- Facility Information
- Proposed Flow and Loadings
- Proposed new WWTP Processes
- Summary of sampling data provided by the Village
- Details of the existing outfall and stream cross section

We will work with NYSDEC to secure final effluent discharge limits for the proposed discharge.

6. *NYSEFC Loan Application*

A Clean Water State Revolving Loan Fund Application will be submitted for the Village to secure long term loan financing for the WWTP Upgrade project. The following services are required:



a. Identification of Data Requirements

B&L will prepare a list of information needed from the Village. Upon receipt, this information will be reviewed and included in the application.

b. Preparation of CWSRF Loan Application

B&L will submit an application for both short term and long term financing in accordance with NYSEFC requirements. The application package will include:

- Application Forms
- Village Municipal and Bond Resolutions
- Engineering Report
- Associated Environmental Review Documents
- M/WBE-EEO Program Documents.
- Financial Information (*prepared by Village*)
- Agreements for Professional Services
- Construction Plans for WWTP project and Engineering Reports (as they become available)
- Notice to Proceed for Construction Project (when available)
- Title to Project Site (*prepared by Village*)

A copy of the draft application forms will be submitted electronically to the Village for Review. Upon approval, B&L will submit the Final Application and associated information to the NYSEFC for approval.

A copy of the final submittal provided to EFC will be provided to the Village.

c. Support Assistance

B&L will provide support to the Village to respond to questions that may arise from NYSEFC review but anticipates that long term coordination of financial needs will be provided by the Village financial advisor/CPA.

7. *Basis of Design Report/Schematic Design*

To more clearly establish the project design, B&L will prepare a Basis of Design Report in accordance with New York State Department of Environmental Conservation requirements including design standards as defined in "Recommended Standards for Wastewater Works" and TR-16, except any variations approved by NYSDEC.

A new hydraulic profile will be developed for the new WWTP process. It will analyze average and peak hourly flows.



All selected unit processes will be further developed with each manufacturer to determine capital costs, operational needs, layout requirements and support systems (e.g. electrical, mechanical, plumbing).

The report will present proposed process equipment and will contain figures illustrating the preliminary layout of the unit processes, building locations, WWTP hydraulics, tank and equipment configurations, and yard piping.

The anticipated deliverables under this phase will consist of the following items:

- Basis of Design Report including process calculations and equipment cut sheets
- Drawings indicating general tank configurations, general equipment layout, and approximate building locations
- Preliminary Hydraulic Calculations
- Drawing indicating the Process Flow Schematic

The layout provided will be analyzed with respect to operations and maintenance, safety, and reliability.

The Basis of Design report will contain the following:

- Written text describing the proposed WWTP upgrade
- Drawing (11 x 17 format) of proposed site illustrating general tank configurations, general equipment layout, and building locations
- Drawing (11 x 17 format) of proposed process flow schematic
- Detailed cost estimate
- Process calculations
- Preliminary Hydraulic Calculations
- Manufacturer and equipment data

A review meeting will be held with the Village and their WWTP personnel at the completion of the Draft Report and comments will be incorporated into the Final Basis of Design Report. This meeting can also be used at public information session if desired by the Village.

B&L will provide the Village with six copies of the Final Basis of Design Report for submittal to the Village and to the NYSDEC for approval.

Two on-site (2) meetings are included during the Basis of Design phase as well as the existing team conference calls.



Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the scope of services described herein for a total fee of \$129,000 as outlined below.

Task	Fee
Survey and Base Mapping (LS)	\$18,900
Subsurface Investigation and Geotechnical Report (LS)	\$15,400
SEQRA Coordination Complete, if additional services are needed they will be completed (Time and Expense)	\$5,000 (allowance)
Wetland Assessment (LS)	\$6,600
SPDES Permit Application (LS)	\$6,600
NYSEFC Loan Application (LS)	\$7,700
Basis of Design Report/Schematic Design (LS)	\$68,800
Total	\$129,000

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.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the printed name.

Donald H. Fletcher
Senior Vice President

Encl. Standard Terms and Conditions
NYSEFC Bid Packet



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. ("ENGINEER")

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.

G. 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.

H. 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. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 3, 2019
AGENDA ADDENDUM No. 1**

10. **RESOLUTION INTRODUCING AND SETTING A PUBLIC HEARING ON PROPOSED LOCAL RESIDENCY CARD PROGRAM LOCAL LAW**

WHEREAS, the Village Board of the Village of Warwick has a local law before it entitled: "A local law enacting a new Chapter 85 of the Village Code of the Village of Warwick entitled 'Local Residency Card Program'"; and

WHEREAS, in order to enact the said local law it is necessary to introduce it and hold a public hearing upon it,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the above proposed local law, and

2. That a public hearing on the proposed local law be set for October 21, 2019 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

George McManus, Trustee, voting _____

Eileen Patterson, Trustee, voting _____

Michael Newhard, Mayor, voting _____

11. **RESOLUTION INTRODUCING AND SETTING A PUBLIC HEARING ON PROPOSED SHORT TERM RENTAL PROPERTY LOCAL LAW**

WHEREAS, the Village Board of the Village of Warwick has a local law before it entitled: "A local law to amend the Village Code by enacting Chapter 115 entitled 'Short Term

Rental Property"; and

WHEREAS, in order to enact the said local law it is necessary to introduce it and hold a public hearing upon it,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the above proposed local law, and

2. That a public hearing on the proposed local law be set for October 21, 2019 at 7:30 o'clock p.m. and that due notice of the same is directed to be given by publication and posting.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

George McManus, Trustee, voting _____

Eileen Patterson, Trustee, voting _____

Michael Newhard, Mayor, voting _____

**VILLAGE OF WARWICK
LOCAL LAW NO. __ OF THE YEAR 2019**

A local law enacting a new Chapter 85 of the Village Code of the Village of Warwick entitled "Local Residency Card Program".

Section 1. Purpose:

The purpose of this Local Law is to promote the public health, safety and welfare by enacting a new Chapter 85 of the Village Code of the Village of Warwick entitled "Local Residency Card Program".

Section 2. Amendment of Code:

The Village Code of the Village of Warwick is hereby amended to enact Chapter 85 entitled "Local Residency Card Program" which shall read as follows:

§ 85-1 Purpose.

Some residents of the Village of Warwick are unable to obtain photo identification cards due to a variety of circumstances. It would serve the public welfare for the Village to make local residency cards available to Village residents to assist them in interacting with services and venues which require photo identification. At the same time, the Village is not in a position to conduct investigations sufficient to guarantee the identity of everyone who might apply for a Local Residency Card. Therefore, the Local Residency Cards issued under the Village's Local Residency Card Program shall contain a suitable disclaimer of legal responsibility on the part of the Village for verifying identification of cardholders.

§ 85-2 Applications for Local Residency Cards.

- (A.) Applications for Local Residency Cards shall be on a written form promulgated by the Village of Warwick which shall require the applicant to provide:
- (i) The applicant's name;
 - (ii) The applicant's date of birth;
 - (iii) The applicant's residence address; and
 - (iv) The date on which the application is being submitted.
- (B.) The application form for Local Residency Cards shall include a space for signature by the applicant averring that the information provided therein is true and accurate under the penalties of perjury.

- (C.) The application form for Local Residency Cards shall further include space for Village officials to complete which shall state whether the application is granted or denied. If denied, the Clerk's Office shall inform the applicant in writing of the grounds for denial. If granted, the Clerk's Office shall complete upon the application form a statement of:
- (i) The date upon which the application was granted;
 - (ii) The nature of proof of residency provided by the applicant; and
 - (iii) That the Village Clerk's Office has reviewed the proof of residency submitted by the applicant and found it acceptable.
- (D.) Applications for Local Residency Cards must be submitted with proof of residency in the Village of Warwick. Such proof may consist of any of the documents below bearing the applicant's name and residence address. Provided, however, that addresses listing only a P.O. Box shall not constitute proof of residency.
- (i) Any government issued ID card listing an address (e.g., a passport, a driver's license or vehicle registration, a US permanent resident card or "green card");
 - (ii) A deed or lease to residential property in the applicant's name;
 - (iii) A notarized letter from a property owner or lessee representing that the applicant currently resides upon or in his or her property;
 - (iv) A local property tax bill, utility bill or insurance bill (homeowner, renter, health, life or automobile insurance) dated not less than six (6) months prior to the date of the application for the Local Residency Card;
 - (v) A voter registration card or a jury summons with identity and address dated not less than six (6) months prior to the date of the application for the Local Residency Card;
 - (vi) A bank account statement or employment pay stub dated not less than six (6) months prior to the date of the application for the Local Residency Card.
 - (vii) For persons under age 18 residency may be established by submission of a school record or report card listing a residence address.

- (E.) Applications for Local Residency Card must be submitted with payment of applicable fees as provided in this Chapter.

§ 85-3 Issuance of Local Residency Cards.

- (A.) The Village of Warwick shall make available to any resident of the Village of Warwick fourteen (14) years of age or more a Local Residency Card displaying the cardholder's photograph, name, date of birth and residence address. Local Residency Cards shall bear the seal of the Village of Warwick and set forth an ID number assigned to the card and list the date of issuance that date of expiration of the card as well as the disclaimer provided for in this Chapter.
- (B.) The issuance of Local Residency Cards shall be administered by and through the Office of the Village Clerk.
- (C.) Local Residency Card issued by the Village shall expire four (4) years after the date of issuance.
- (D.) It shall be necessary to re-apply for a Local Residency Card in the event of a change of address or in the event of a lost, stolen or damaged card.

§ 85-4 Record Retention and Confidentiality.

The Village shall comply with all applicable laws regarding municipal record retention by maintaining, for each Local Residency Card issued, the completed application form. Except for the application form, the Village Clerk shall not retain originals or copies of any documents provided by applicants to verify residency in the Village of Warwick.

§ 85-5 Disclaimer.

In providing Local Residency Cards, the Village of Warwick is relying wholly and exclusively upon information regarding identification and residency provided by applicants. The Village of Warwick does not act as a guarantor or warrantor of the veracity of such information. In recognition of this, each Local Residency Card shall include a disclaimer reading: "The Village of Warwick does not act as a guarantor or warrantor of the identity of the cardholder."

§ 85-6 Renewal of Local Residency Cards.

There shall be no renewal of Local Residency Cards. Upon expiration of a Local Residency Card it shall be necessary for the card holder to apply for a new card.

§ 85-7 Fees.

The Village Board shall set by resolution such application fees for Local Residency Cards as it may find appropriate and such fees shall be listed in the Village's Schedule of Fees. Such fees shall be non-refundable.

§ 85-8 Appeals.

- (A.) In the event that the Village Clerk denies an application for a Local Residency Card, the applicant may appeal to the Village Board of Trustees.
- (B.) Appeals may be taken by submitting, within thirty (30) days of issuance of a written denial by the Village Clerk's Office, a letter to the Village Board stating that the applicant wishes to appeal from the denial of the application for a Local Residency Card along with a copy of the Clerk's written denial.
- (C.) The Village Board shall schedule and hold a hearing on an appeal within sixty (60) days of receipt of an appeal, provided, however, that the Village Board may extend the time in which to hold the hearing should circumstances require such an extension.
- (D.) The Village Board shall render a determination of appeals by motion within forty-five (45) days of the close of the hearing on the appeal.

§ 85-9 Penalties for Counterfeit or Fraudulent Use of Cards.

- (A.) It shall be a violation of this Chapter for any person or entity to undertake any of the following acts:
 - (i) Knowingly presenting false information upon an application for a Local Residency Card;
 - (ii) Altering, copying or replicating a Local Residency Card issued by the Village of Warwick without the permission of the Village;
 - (iii) Using a Local Residency Card issued by the Village of Warwick to falsely claim to be the cardholder.
 - (iv) Using a Local Residency Card issued by the Village of Warwick to falsely claim residency in the Village.
- (B.) Each violation of this Chapter shall be punishable by a fine of up to \$250.

Section 3. Severability:

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Village Board of the Village of Warwick hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 4. Effective Date:

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Village Board.

**VILLAGE OF WARWICK
LOCAL LAW NO. __ OF THE YEAR 2019**

A local law to amend the Village Code by enacting Chapter 115 entitled "Short Term Rental Property".

Section 1. Purpose:

The purpose of this Local Law is to promote the public health, safety and welfare by establishing a municipal registration and permit requirement for all short term rental units within the boundaries of the Village of Warwick and by enacting regulations for the administration of and enforcement of the Village's permitting requirement.

Section 2. Amendment of Code:

The Village Code of the Village of Warwick is hereby amended to enact Chapter 115 entitled "Short Term Rental Property" which shall read as follows:

§ 115-1 Purpose.

Short term rentals of residential property are a potential source of income to property owners. However, if unregulated, may be detrimental to nearby properties and the neighborhoods in which they situated as a result of increased traffic, noise, trash, and similar impacts. Moreover, it is in the overall public interest to require that properties offered for public rental are safely maintained and adequately insured. Therefore, the Village Board of the Village of Warwick hereby establishes the registration and licensing requirements and regulations set forth in this Chapter for the purpose of regulating short term rentals of residential property to ensure safe, responsible and harmonious operation of such uses.

§ 115-2 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

Absentee Landlord

Any Landlord whose domicile is outside the boundaries of Orange County and greater than twenty road miles from the Landlord's Short Term Rental Property.

Adult

A person of or over the age of eighteen (18) years of age.

Agent

A representative of a Landlord who resides within the boundaries of Orange County or within twenty (20) miles of the Short Term Rental Property. All

Agents must be natural persons and not corporations, limited liability companies or other similar entities.

Building Inspector

The Building Inspector of the Village of Warwick.

Dwelling Unit

A single, complete, independent living facility for one or more persons within a Residence, including permanent provisions for living, sleeping, eating, cooking and sanitary facilities.

Housing

Space within a Dwelling Unit providing overnight accommodations for one or more persons including, at least, bedroom space and bathroom facilities.

Immediate Family

The spouse, child, parent, grandparent or grandchild of a Landlord .

Landlord

Any owner of a Residence who offers Housing in a Residence to persons other than Immediate Family members in exchange for a fee or compensation, whether monetary or otherwise.

Residence

A building or part thereof containing one or more Dwelling Units, but not including a hotel, motel, or bed and breakfast establishment.

Short Term Rental Permit

A permit issued by the Village of Warwick stating that use of the Residence for short term rental is permitted.

Short Term Rental Property

Any Residence in which Housing is offered to persons other than the Immediate Family of the Landlord in exchange for a fee or compensation, whether monetary or otherwise, for a period of less than thirty (30) days, including, but not limited to, rentals provided by such companies as Air BnB and VBRO. Month to month tenancies are not considered Short Term Rental Properties.

Substandard

Any deficiency in a structure or Housing unit that does not meet the standards of the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code. Substandard conditions shall also include failure to maintain a single-station smoke-detecting alarm device and carbon-monoxide-detector device, or devices, in accordance with New York State standards.

§ 115-3 Prohibition On Short Term Rentals

Commencing sixty (60) days of the effective date of this Chapter, it shall be unlawful for any person to offer short term rentals within the Village of Warwick without having first registered and obtained a permit for the Residence under this Chapter and/or for any person to knowingly engage a short term rental of any Dwelling Unit or Housing in a Residence which has not been registered and licensed under this Chapter. Further, tenants may not engage in short-term rentals, except through and by the Landlord as provided in this Chapter.

§ 115-4 Short Term Rental Property registration and permit requirement.

All Landlords and Agents must register and obtain a Short Term Rental Permit from the Village of Warwick within sixty (60) days of the effective date of this Chapter and/or before any Housing or Dwelling Unit is utilized as a Short Term Rental Property. All Absentee Landlords must have an Agent for all Short Term Rental Properties.

§ 115-5 Registration of Property for Short Term Rentals.

Registration of Short Term Rental Property shall be accomplished by the Landlord or Agent submitting to the Village Building Department a registration form, as approved by the Building Inspector, stating that the Landlord is seeking a Short Term Rental Permit and providing, at a minimum, the following information:

- (1) Name, telephone number, e-mail address, mailing address and physical address of the Landlord and Agent (if any);
- (2) The address, section, block and lot of the Short Term Rental Property;
- (3) The number of Dwelling Units in the Residence;
- (4) The number of bedrooms in the Residence;
- (5) The proposed maximum overnight and daytime occupancy limits of the Residence;
- (6) The types and placement of any fire-protection systems located

each building;

- (7) The number and location of all exits;
- (8) A floor plan indicating the placement and size of each bedroom, exit and fire-protection system;
- (9) A certificate of liability insurance for the property with policy limits in an amount of no less than \$1,000,000.
- (10) Acknowledgment of receipt and review of the Code of the Village of Warwick Chapter 115.

§ 115-6 Grant of Permits for Short Term Rental Property.

(A.) Upon completion of registration of property for short term rentals, the Landlord shall contact the Building Inspector to schedule an inspection of the Short Term Rental Property for the purpose of issuance of a Short Term Rental Permit.

(B.) Upon payment of such inspection and permit fees as the Village Board shall prescribe in the Village's schedule of fee, the Building Inspector shall conduct an inspection of the Short Term Rental Property to determine whether it is Substandard and to verify that the Residence and the maximum overnight and daytime occupancy limits proposed by the Landlord are acceptable under the New York State Uniform Fire Prevention and Building Code.

(C.) Upon completion of an inspection of the Short Term Rental Property and ascertaining that the Residence is not Substandard, the Building Inspector shall issue a Short Term Rental Permit to the Landlord.

(D.) Permits shall be on a form approved by the Building Inspector and shall, at a minimum.

- (1) State the address, section, block and lot of the Short Term Rental Property;
- (2) List the name of the Landlord and Agent (if any);
- (3) State the number of bedrooms and in the Residence and identify any other approved sleeping quarters;
- (4) List the maximum permitted overnight and daytime occupancy limits; and
- (5) State the date of issuance and the date of expiration.

§ 115-7 Duration and Terms of Short Term Rental Permits.

(A.) All Short Term Rental Permits shall expire one year after the date of issuance, unless sooner revoked.

(B.) The following shall be mandatory terms of every Short Term Rental Permit:

- (1) No more than three (3) Adult persons can occupy any one bedroom.
- (2) No illegal conduct shall be carried on a the Short Term Rental Property by the Landlord, Agent, or Short Term Rental tenants, their guests or invitees.
- (3) The short term rental tenants and their guests or invitees shall not block or otherwise impede ingress or egress over the street on which the Short Term Rental Property is located and/or to or from any driveways of other property on the said street.
- (4) Trash, refuse and recycling, and the bins or containers therefore, shall not be left stored within the public view, except that covered bins or containers may be left curb side for the purpose of scheduled collection. No container shall be placed or permitted at or near the curb or the edge of the street for collection prior to 3:00 p.m. the day before collection or after 12:00 midnight the day of collection.
- (5) No exterior lighting of the Residence shall be permitted from midnight to six o'clock a.m., except for such lighting of driveways or walkways as may be necessary for safe ingress and egress of persons entering or exiting the Short Term Rental Property,
- (6) The short term rental tenants and their guests or invitees shall not engage in any conduct which violates the Village's noise ordinance or which would otherwise constitute disorderly conduct or creation of a public nuisance.
- (7) In the event that short term rental tenants plan on using the Residence as the site of a party or event involving more than ten (10) guests or invitees, the Landlord shall require that the tenants disclose such intent as a condition of the rental and shall require the tenants to undertake measures and limitations to prevent unreasonable disturbance of neighboring property owners, such as limiting the hours of live or amplified music and assuring adequate parking for any catering or delivery vehicles.

(C.) In the event that there is any change in the information provided by the Landlord in his registration application, he shall advise the Village Building Department in writing of such change on later than forty-eight (48) hours after such occurrence. Failure to advise the Village Building Department of a change in the information provided by the Landlord in his registration application may be grounds for suspension or revocation of the Short Term Rental Permit.

(D.) In the case of an Absentee Landlord, in the event that the Agent moves outside Orange County to a distance greater than twenty (20) road miles from the Short Term Rental Property or is discharged as the Landlord's Agent or is no longer able to serve as Agent by reason of death or disability, the Landlord must designate a new Agent in writing to the Village Building Department prior to or within twenty-four (24) hours of such occurrence. Failure to do so shall result in automatic suspension of the Short Term Rental Permit until the earlier of identification of a new Agent or expiration of the term of the permit.

(E.) A Short Term Rental Permit may not be transferred or assigned to any person or used by any other person other than the Landlord and Agent to whom it was issued.

§ 115-8 Denial of Short Term Rental Permits, Reapplication and Renewal.

(A.) In the event that the Building Inspector determines that the Residence is Substandard, he shall issue a written denial of the Short Term Rental Permit to the Landlord listing all of the Substandard conditions identified in the inspection.

(B.) A Landlord may re-apply for a Short Term Rental Permit after correcting such Substandard conditions and arranging for a new inspection by the Building Inspector. Provided, however, such new inspection shall not be limited to the Substandard conditions identified in the prior denial, but shall be an entire new inspection. The Landlord must pay an additional inspection fee, as specified in the Village's Schedule of Fees, for each inspection.

(C.) An application to renew a Short Term Rental Permit shall be submitted so that is postmarked or received by the Building Department no less than thirty (30) days prior to the expiration date of the existing license, and it must be accompanied by the renewal fee set by the Village Board in the Village's Schedule of Fees.

(D.) Upon receipt of an application for renewal and the prescribed fee, the Building Inspector shall conduct an inspection of the Short Term Rental Property using the same criteria as upon an inspection for grant of a permit. Renewal shall be granted if the Short Term Rental Property is not Substandard.

(E.) Upon grant of renewal, the Building Inspector shall issue a new Short

Term Rental Permit containing the same information as provided in § 115-6 and for the same duration and subject to the same terms and conditions as identified in § 115-7.

§ 115-9 Suspension or revocation of Short Term Rental Permits.

(A.) It is the responsibility of the Landlord and his Agent to comply with all terms and provisions of this Chapter and to ensure that his Short Term Rental tenants, their guests and invitees comply with this Chapter and the terms and conditions of his Short Term Rental Permit. Any failure of Short Term Rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of a Short Term Rental Permit shall be attributed to the failure of the Landlord and his Agent to discharge his responsibility to ensure such compliance.

(B.) Upon receipt of a complaint or upon his initiative, the Building Inspector may investigate any property for failure to comply with the terms of this Chapter.

(C.) If, upon investigation, the Building Inspector determines that a violation of this Chapter and/or the terms and conditions of the Short Term Rental Permit has occurred on property for which a Short Term Rental Permit has been issued, he shall issue a written notice of the violation to the Landlord and, if applicable, to the Agent, and shall provide a copy of the same to the Village Board.

(D.) Upon receipt of such notice, the Village Board shall set a date at which the Landlord and/or Agent shall be heard in regard to the Building Inspector's findings of a violation. Notice of such hearing date shall be mailed to the Landlord and, if applicable, his Agent, by certified mail return receipt requested at the address(es) provided in the registration for the Short Term Rental Property.

(E.) If, after affording such an opportunity to be heard, the Village Board confirms the existence of the violation of this Chapter, the Village Board shall suspend or revoke the Short Term Rental Permit. For any number of violations less than two within a period of six (6) months, the permit shall be suspended for a period of six (6) months from the date of the suspension. For two or more violations within a one year period, the Short Term Rental Permit shall be revoked and no Short Term Rental Permit will be available for the Short Term Rental Property for a period of two (2) years from the date of revocation unless Landlord and Agent cease to have any right, title or interest in the Short Term Rental Property. Provided, however, if the Village Board finds that a violation involved a violation of any provision of the Penal Code of the State of New York, then it may revoke a Short Term Rental for a period of two (2) years.

(F.) If it is determined by the Building Inspector that a Landlord or Agent has falsified or otherwise failed to provide accurate information on his registration application, he shall refer the matter to the Village Board as a violation of this Chapter for further proceedings under this Section.

§ 115-10 No presumption of compliance.

The issuance of a Short Term Rental Permit shall not constitute a finding by the Village that the Short Term Rental Property complies with the New York State Uniform Fire Prevention and Building Code and/or the State Energy Conservation Construction Code.

§ 115-11 Presumption of use and occupancy.

For purposes of enforcement of this Chapter, there shall be a rebuttable presumption that a Residence is occupied by at least one occupant for every motor vehicle parked at the property between the hours of 1:00 a.m. and 6:00 a.m..

§ 115-12 Appeals.

The denial of an application for a Short Term Rental Permit shall be appealable to the Village Zoning Board of Appeals in the manner as denial of a building permit.

§ 115-13 Fees for permits.

The Village Board shall set such application, review, inspection and renewal fees as it may find appropriate for Short Term Rental Permits by resolution and such fees shall be listed in the Village's Schedule of Fees

§ 115-14 Penalties for offenses.

(A.) Any person who violates any provision of this Chapter, whether Landlord, Agent or tenant, shall be guilty of an offense. Each day that the violation continues shall be deemed a separate violation.

(B.) Conviction of violation of the provisions of this Chapter shall be punished by a fine of not more than \$250 per violation or by imprisonment for not more than 15 days, or both.

(C.) The penalties for violation of this Chapter shall be in addition to any penalties imposed for violation of other provisions of the Village Code and the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code.

(D.) The imposition of penalties herein prescribed shall not preclude the Village or any person from instituting appropriate legal action or proceeding to prevent unlawful occupancy of property in violation of this Chapter, including, without limitation, civil actions for injunctive relief to immediately terminate any existing short term rental occupancy of buildings, land or premises.

Section 3. Severability:

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Village Board of the Village of Warwick hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 4. Effective Date:

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Village Board.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
SEPTEMBER 3, 2019
AGENDA ADDENDUM No. 2**

12. **MOTION** to appoint James Patterson as Chairman of the Planning Board with a term of September 1, 2019 through March 31, 2020.