

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
FEBRUARY 4, 2025  
AGENDA**

**LOCATION:  
VILLAGE HALL  
77 MAIN STREET, WARWICK, NY  
7:30 P.M.**

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: January 21, 2025

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_

Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

3. Authorization to Pay all Approved and Audited Claims in the amount of  
\$ \_\_\_\_\_.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_

Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

**Announcements**

1. Notice of Completion of Tentative 2025 Assessment Roll & Hearing of Complaints.

**Correspondence**

1. Letter from Gary Lahti requesting a Special Use Permit for 15 Smith Street, SBL 211-4-14.

**Discussions**

1. Stanley-Deming Mural Project.

2. Wickham Works Artist-in-Residence Program.
3. Streetlight Maintenance Agreement.
4. Short-Term Rental Fees and Draft Applications.
5. Petition for Zone Change – 1 Galloway Heights & 4 Overlook Drive.
6. Moratorium on Land Use Approvals for Public Utility Facilities Involving Energy Storage Systems.

**Public Comment - Agenda Items Only**

**GUIDELINES FOR PUBLIC COMMENT**

The public may speak only during the meeting’s Public Comment period and at any other time a majority of the Board allows. Speakers must be recognized by the presiding officer, step to the front of the room/microphone, give their name, residency, and organization, if any. Speakers must limit their remarks to three minutes (this time limit may be changed to accommodate the number of speakers) and may not yield any remaining time they may have to another speaker. Board members may, with the permission of the mayor, interrupt a speaker during their remarks, but only for the purpose of clarification or information. The Village Board is not required to accept or respond to questions from the public at meetings but may request that inquiries be submitted in writing to be responded to at a later date. All remarks must be addressed to the Board as a body and not to individual Board members. Interested parties or their representatives may also address the Board by written communications.

**Motions**

**Trustee Cheney’s Motions**

1. **MOTION** to approve the Intermunicipal Agreement between the Village of Warwick and the Town of Warwick for provision of grant consulting services for calendar year 2025 from Millenium Strategies LLC in return for an annual payment to the Town of Five Thousand And 00/100 Dollars (\$5,000) and to authorize the Mayor to sign the Intermunicipal Agreement.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_

Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

2. **MOTION** to approve payment #4 in the amount of \$70,925.57 to TAM Enterprises, Inc. for the Well #3 Treatment Plant Project as per the recommendation of Village Engineer,

Pitingaro & Doetsch Consulting Engineers, P.C. Funds are appropriated in budget code F.8330.2350.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

- MOTION** to approve and authorize the Mayor to sign Change Order No. 2 for the DPW Pole Barn Project with TAM Enterprises, Inc., decreasing the project's contract price to provide a credit of \$10,880 for interior framing performed by the Village of Warwick. The new contract price is \$231,970 with a project date of substantial completion as January 23, 2025, as per the Village Engineer, Keith Woodruff.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

- MOTION** to grant permission to DPW Employees Mike Finelli, Jason Makuch, Chris Kane, Mike Faulls, Andrew D'Alessandro, Dylan Gerstner to attend the UDIG NY Spring into Safety Event on March 4, 2025, at the Newburgh Armory, Newburgh NY and for Mike Moser, Chris Bennett, Tony Rivera, Tim Palmer, Matt Hann to attend on March 27, 2025. The event is free of charge and takes place on both days from 8:00 a.m. to 10:00 a.m., with registration at 7:30 a.m.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

- MOTION** to grant permission to Assistant Public Works Supervisor, Mike Finelli, to register for membership to the Rockland County Chapter of New York State Building Officials Conference (NYSBOC) at an annual cost of \$50 and for membership to the Tri County Chapter of NYSBOC at an annual cost of \$65.00.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

6. **MOTION** to rescind the motion approved on January 21, 2025, granting permission to Village employee, Matthew Hann, to carry over 5 vacation days per the request of the employee.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_\_ Trustee Foster \_\_\_\_ Trustee Collura \_\_\_\_

Trustee McKnight \_\_\_\_ Mayor Newhard \_\_\_\_

7. **Resolution Amending Schedule of Fees to Change Building Fees**

WHEREAS, Village of Warwick Code §64-1 provides that a comprehensive schedule of fees, including Building Department fees, be approved by the Village Board; and

WHEREAS, in order to amend the Village's Schedule of Fees to change the Building Department fees it is necessary for the Village Board to adopt a resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Village's Schedule of Fees is hereby amended as follows:

In the Schedule of Fees, under heading “Building Department” the following fees shall be deleted:

<b>Category</b>	<b>Sub-Category</b>	<b>Type of Fee</b>	<b>Amount</b>
Building Department	Municipal Co and violation search		\$100.00

; and

In the Schedule of Fees, under heading “Building Department” the following fees shall be added:

Category	Sub-Category	Type of Fee	Amount
Building Department	Municipal Co and violation search	Municipal Co and violation search	\$200.00

\_\_\_\_\_ presented the foregoing resolution which was seconded by

\_\_\_\_\_.

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting \_\_\_\_\_

Carly Foster, Trustee, voting \_\_\_\_\_

Thomas McKnight, Trustee, voting \_\_\_\_\_

Mary Collura, Trustee, voting \_\_\_\_\_

Michael Newhard, Mayor, voting \_\_\_\_\_

### **Trustee Foster's Motions**

#### **8. RESOLUTION ENACTING A LOCAL LAW TO REVISE THE VILLAGE CODE'S PROVISIONS REGARDING AMUSEMENTS AND EXHIBITIONS**

WHEREAS, the Village Board has before it a proposed local law amending Village of Warwick Village Code Chapter 34 – "Amusements and Exhibitions."; and

WHEREAS, following due notice the Village Board held a public hearing on the proposed local law and heard all persons interested in the subject matter thereof;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby adopts the above local law; and

2. That the said local law shall be published, posted and filed in the office of the Secretary of State in Albany as required by applicable law.

\_\_\_\_\_ presented the foregoing resolution which was seconded by \_\_\_\_\_,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting \_\_\_\_\_

Carly Foster, Trustee, voting \_\_\_\_\_

Thomas McKnight, Trustee, voting \_\_\_\_\_

Mary Collura, Trustee, voting \_\_\_\_\_

Michael Newhard, Mayor, voting \_\_\_\_\_

9. **MOTION** to grant permission to OC Bombers to use the Koch, Brown, Cassin, Aheam and Daniel Prial Fields in Veterans Memorial Park for a fundraising tournament on Friday, July 25 through Sunday, July 27, 2025, from 8:00 a.m. to 9:00 p.m. Event must be in coordination with the other activities taking place in the park such as Warwick Little League, Warwick Youth Football, Highlander Rugby, Warwick Adult Kickball League, and Warwick Wascals. Completed park permit, proof of insurance, and security deposit have been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_\_ Trustee Foster \_\_\_\_ Trustee Collura \_\_\_\_

Trustee McKnight \_\_\_\_ Mayor Newhard \_\_\_\_

10. **MOTION** to acknowledge receipt of the Standardized Notice Form from the New York State Liquor Authority for a Class Change to the existing liquor license for The Warwick Wine Bar, LLC located at 8 West Street, Warwick, NY 10990 to include liquor (current liquor license includes beer, wine and cider only) and authorize the Village Clerk to submit a letter notifying the New York State Liquor Authority that there are no objections to this notification and application, and waive the thirty (30) day notice requirement of the filing of a New York State Liquor License Application.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_\_ Trustee Foster \_\_\_\_ Trustee Collura \_\_\_\_  
Trustee McKnight \_\_\_\_ Mayor Newhard \_\_\_\_

**11. Resolution Amending Schedule of Fees to Change Summer Recreation Fees**

WHEREAS, Village of Warwick Code §64-1 provides that a comprehensive schedule of fees, including Summer Recreation fees, be approved by the Village Board; and

WHEREAS, in order to amend the Village's Schedule of Fees to change the Summer Recreation fees it is necessary for the Village Board to adopt a resolution; and

NOW, THEREFORE, BE IT RESOLVED that the Village's Schedule of Fees is hereby amended as follows:

In the Schedule of Fees, under heading "Summer Recreation" the following fees shall be deleted:

<b>Category</b>	<b>Sub-Category</b>	<b>Type of Fee</b>	<b>Amount</b>
Summer Recreation	Park Program	Registration fee per week for the first child	\$20.00
Summer Recreation	Park Program	Registration fee per week for additional siblings	\$15.00

; and

In the Schedule of Fees, under heading "Summer Recreation" the following fees shall be added:

<b>Category</b>	<b>Sub-Category</b>	<b>Type of Fee</b>	<b>Amount</b>
Summer Recreation	Park Program	Registration fee per child, per week	\$20.00

\_\_\_\_\_ presented the foregoing resolution which was seconded by \_\_\_\_\_,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting \_\_\_\_\_

Carly Foster, Trustee, voting \_\_\_\_\_

Thomas McKnight, Trustee, voting \_\_\_\_\_

Mary Collura, Trustee, voting \_\_\_\_\_

Michael Newhard, Mayor, voting \_\_\_\_\_

**Trustee Collura's Motions**

12. **MOTION** to approve the budget modification request as per the Village Treasurer's memo dated January 29, 2025.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_

Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

13. **MOTION** to grant permission to Village of Warwick Employee, Karen Vermillion, to carry over 5 vacation days.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_

Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

**Trustee Thomas McKnight's Motions**



14. **MOTION** to appoint Nikki Delille as Member to the Zoning Board of Appeals to fill a vacancy with a term ending April 6, 2026.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

15. **MOTION** to authorize a refund Kim Williams in the amount of \$100.00 for a Certificate of No Exterior Effect & New Permanent Sign Application for a project located at 50 Main Street due to the application being withdrawn.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

16. **MOTION** to return the Planning Board escrow balance of \$1,121.01 and the Zoning Board of Appeals escrow balance of \$1,644.22 to Randi and Bob Barlow for site plan and variance approval at 19 Poplar Street. All invoices have been paid as per emails from Zoning Board of Appeals Attorney, Ashley Torre, Planning Board Attorney, Elizabeth Cassidy, and Village Engineer, Keith Woodruff.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_ Trustee Foster \_\_\_ Trustee Collura \_\_\_  
Trustee McKnight \_\_\_ Mayor Newhard \_\_\_

**Public Comment – *Non-Agenda Items***

**Final Comments from the Board**

**Executive Session, if applicable**

**Adjournment**

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
FEBRUARY 4, 2025  
ADDENDUM NO. 1**

17. **MOTION** to appoint Glenn Rhein as Member to the Architectural and Historic District Review Board to fill a vacancy with a term ending April 5, 2027.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_\_ Trustee Foster \_\_\_\_ Trustee Collura \_\_\_\_

Trustee McKnight \_\_\_\_ Mayor Newhard \_\_\_\_

**BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
FEBRUARY 4, 2025  
ADDENDUM NO. 2**

18. **MOTION** to waive the reading of the bond resolution dated February 4, 2025, amending prior bond resolution dated October 21, 2024, which authorized the issuance of \$575,770 bonds of the Village of Warwick, Orange County, New York, to pay the cost of the replacement of lead service lines, in and for said village, to remove any consent provisions within said resolution.

The vote on the foregoing **motion** was as follows:

Trustee Cheney \_\_\_      Trustee Foster \_\_\_      Trustee Collura \_\_\_  
Trustee McKnight \_\_\_      Mayor Newhard \_\_\_

**19. BOND RESOLUTION DATED FEBRUARY 4, 2025**  
**A RESOLUTION AMENDING PRIOR BOND RESOLUTION DATED**  
**OCTOBER 21, 2024, WHICH AUTHORIZED THE ISSUANCE OF \$575,770**  
**BONDS OF THE VILLAGE OF WARWICK, ORANGE COUNTY, NEW**  
**YORK, TO PAY THE COST OF THE REPLACEMENT OF LEAD**  
**SERVICE LINES, IN AND FOR SAID VILLAGE, TO REMOVE ANY**  
**CONSENT PROVISIONS WITHIN SAID RESOLUTION.**

WHEREAS, pursuant to a bond resolution dated October 21, 2024 (the “2024 Bond Resolution”), the Board of Trustees (the “Board”) of the Village of Warwick (the “Village”) previously authorized the issuance of \$575,770 bonds of said Village to pay the cost of undertaking a lead service line replacement program including but not limited to inventory, design and replacement of lead service lines within the Village’s established water system, and including incidental expenses in connection therewith;

WHEREAS, the Village is eligible for a zero-percent interest loan in the amount of \$575,770 from New York State Environmental Facilities Corporation (“EFC”) Bipartisan

Infrastructure Law Lead Service Line Replacement (BIL-LSLR) program for the aforesaid project;  
and

WHEREAS, the Village will be eligible for a grant from New York State in the amount of \$575,770 to buy out the EFC loan; and

WHEREAS, EFC has requested that the 2024 Bond Resolution be amended to delegate responsibilities relating to the issuance and sale of the bonds solely to the Village Treasurer, as chief fiscal officer of the Village pursuant to the Local Finance Law; and

RESOLVED, by the Board of Trustees of the Village of Warwick, Orange County, New York, as follows:

Section (A): Sections 4 through 8 of the Bond Resolution dated October 21, 2024, which authorized the issuance of \$575,770 bonds of said Village to pay the cost of undertaking a lead service line replacement program, is hereby amended to read as follows:

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Warwick, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from sewer rents or charges, or other available sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form. All obligations issued hereunder shall be signed in the name of the Village of Warwick, Orange County, New York, by the manual or facsimile signature of the Village Treasurer

and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of said Village; including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation, provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of the Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section (B). The amendments of the Bond Resolution set forth in Section (A) of this Bond Resolution shall in no way affect the validity of any liabilities incurred or encumbered, obligations issued, or actions taken pursuant to said Bond Resolution, and all such liabilities incurred, encumbered, obligations issued, or actions taken shall be deemed to have been incurred, encumbered, issued or taken pursuant to said Bond Resolution, as so amended herein.

Section (C). This Bond Resolution shall take effect immediately.

\_\_\_\_\_ presented the foregoing resolution which was seconded  
by \_\_\_\_\_.

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting \_\_\_\_\_

Carly Foster, Trustee, voting \_\_\_\_\_

Thomas McKnight, Trustee, voting \_\_\_\_\_

Mary Collura, Trustee, voting \_\_\_\_\_

Michael Newhard, Mayor, voting \_\_\_\_\_

**NOTICE OF COMPLETION OF  
TENTATIVE ASSESSMENT ROLL  
PURSUANT TO SEC. 1406 OF REAL PROPERTY TAX LAW  
HEARING OF COMPLAINTS**

**NOTICE IS HEREBY GIVEN** that the Assessor of the Village of Warwick, County of Orange, has completed the Tentative Assessment Roll for the current year and that said Assessment Roll was timely filed as of January 31, 2025 and that a copy thereof is available on the Village of Warwick's website at [www.villageofwarwick.org](http://www.villageofwarwick.org) or in the Clerk's Office during regular business hours where it may be seen and inspected through February 18, 2025.

**HEARING OF REAL PROPERTY ASSESSMENT GRIEVANCES** - On Tuesday, February 18, 2025, between the hours of 4:00 p.m. and 8:00 p.m., the Board of Assessment Review for the Village of Warwick will meet at the Village Hall, 77 Main Street to hear and examine all verified written complaints in relation to such assessments, and the application of any person believing himself aggrieved thereby.

Complaint on Real Property Assessments Forms (RP-524), with all supporting documentation must be filed with the Clerk's Office on or before 8:00 p.m. on February 18, 2025. The RP-524 complaint form may be found on the Village of Warwick's website at [www.villageofwarwick.org](http://www.villageofwarwick.org).

**ASSESSOR CONSULTATION APPOINTMENTS** - The Assessor, or her designee, will be available until Tuesday, February 11, 2025, by appointment via telephone to discuss Tentative Roll assessments.

To schedule an appointment, please contact the Assessor through the Village Clerk's Office at (845) 986-2031 or by email [clerk@villageofwarwick.org](mailto:clerk@villageofwarwick.org). Appointments must be scheduled and confirmed in advance.

**RAINA ABRAMSON  
VILLAGE CLERK  
VILLAGE OF WARWICK, NY  
Dated: January 31, 2025**

Gary Lahti  
POB 331  
Blooming Grove, NY 10914  
845-774-5933  
[cglahti@gmail.com](mailto:cglahti@gmail.com)

1/21/25

Mayor Newhard, town board, planning board members,

I am the owner of the property at 15 Smith St., 211-4-14. I am writing to request a special use permit for the building at the rear of that property. I would like to renovate it and use it as a living space in the future.

As you may be aware, that structure and the house in front on Smith St. were originally (built 1912) a sawmill that included the property that Cablevision now occupies. The rear structure at 15 Smith St. was a tenant house for the workers at the sawmill. Since the sawmill closed and the property subdivided, the tenant house at the rear of 15 Smith St. has primarily been used as an artist studio, woodworking shop, soap making shop, etc. I acquired the property in 1988. In addition, I own the property at 16 High St. which is adjacent to the rear of 15 Smith St.

The Village of Warwick is severely lacking in affordable apartments and any additional space for this use seems more desirable than the workshop uses that have existed. The last tenant was a pickle maker. I like pickles but I think an affordable living space would further serve the needs of the Village.

Many thanks for your consideration,



Gary Lahti

**RECEIVED**

**JAN 23 2025**

**VILLAGE OF WARWICK  
CLERK'S OFFICE**





WICKHAM WORKS  
EXCHANGE. SHARE. MAKE.

Mailing Address:  
3 Forester Ave., Unit 8  
Warwick, NY 10990

January 23rd, 2025

Re: Mural at Stanley Deming Park

Dear Mayor Newhard and Warwick Village Board of Trustees,

Thank you for your continued support of Wickham Works' Community Arts Programs. We are currently preparing for Treecycle 2025, a community Earth Day celebration, scheduled for Saturday, April 26 at Stanley Deming Park. We will be sending a permit application and insurance under separate cover.

Treecycle 2025 is a collaborative effort between community members of all ages, environmental and arts groups, public organizations and local businesses that results in community-created art installations and hands-on art activities focusing on the creative reuse of materials, live performances by local artists, including a puppet show by Arm-of-the-Sea puppet theater, sponsored by the Albert Wisner Public Library, and opportunities for the public to learn from local groups like Sustainable Warwick about sustainability initiatives in the Warwick Valley.

As part of the Treecycle festival, Wickham Works would like to request permission to update the mural painted on the handball court at Stanley Deming Park. Project designs for the mural would be submitted to the Village board for review. This year, local artist Beth Laule is proposing a mural that will engage students from elementary through high school classrooms in a collaborative art project by creating a hand-drawn workbook with prompts for students to reflect on and interact with the Warwick landscape through drawing and writing.

The input collected from these workbooks will be used to identify common themes for Laule to use as the basis for her design of a mural. For Treecycle, the mural design will be outlined on the handball court wall, and in the following weeks, as weather permits a selected group—a "Community Art Crew"—of interested kids and teens will assist with painting it.

Wickham Works requests assistance from the Village DPW in preparing and priming the surface of the handball court in preparation for the mural.

Elizabeth Laule was one of the artists who assisted with the current mural at this location, Postcards from Warwick, which was completed in summer 2020. The goal is to additionally build a team of young artists to work on future community art projects with Wickham Works, focusing on beautifying our local environment through art, and serve as a template for community input in designing and executing additional mural projects around the Village in the future. Please see an introduction from the artist attached..

Wickham Works is excited to continue to bring public arts programs to the Village of Warwick, and we greatly appreciate the Village's support of our mission to build community through the arts.

Yours sincerely,

Melissa Shaw-Smith  
Wickham Works, Creative Director

January 13, 2025

Hi all-

Thank you for your consideration of my plan to refresh the mural at Stanley Deming park as part of Wickham Works Treecycle event. It's not only going to add new color and imagery to the park, but the design will also include art sourced from community members, as well as thier participation in the painting of it on April 26th. Ultimately, I'd like this process to lead to the creation of a 'Community Art Crew' (name TBD) - a group of interested individuals who could be called on for future projects that beautify our community through art.

My first interaction with this community was in the summer of 2020 when I moved with my three girls to Warwick. I took them to 'their new playground' to check it out and saw some people working on a mural nearby. I excitedly introduced myself and asked about the project. I shared that my professional life had involved theatrical scenic painting, how much I loved hand-lettering, etc. and was immediately invited to participate! For the next two weeks I designed and painted a few of the elements of what's currently on display. (See photos below) The process of painting in those two weeks was absolutely transformative to my new life in Warwick. It was a fast track to connection which I so desperately needed at that time- connection to new friends, connection to a place I knew very little about, and an opportunity to use my art to leave a message to others I hadn't yet met. As the photos show- my messages were quite literally:

"Greetings!"

"Growth Takes Time"

"Art Brings Us Together"

Through the mural project I was introduced to Wickham Works and the wonderful people involved. To me it was a sanctuary, a place to further plant some roots. Along with making now cherished friends, I was given the opportunity to connect to the community in a multitude of ways through art. Since that first summer of 2020 I have volunteered and sold at Love Local Maker Markets, taught art to people of all ages through workshops and classes, visited school classrooms to make art with kids for park installations, wrote a short play and made puppets that came to life with the help of community participants, and created week-long summer art camps for kids that led to an interactive showcase of our work at Fuller Moon Festival. There's more but you get the idea. These opportunities came my way because of a community art project I participated in. A project that I would like to lead this time in hopes that I can connect others together in this place I now call home.

The proposed mural is not yet designed as it will be heavily influenced by the responses I get from students and other community participants. I can tell you that it will contain imagery of Warwick, the landscape here, the ways in which we interact with it, and the places and things we love and care for within it. I'm going to prompt participants to think about Warwick past, it's present, and what we want to see in the future. I can also promise lots of bright color. I'm really looking forward to starting this process and excited to see what it produces!

Please reach out with any questions you may have. Thanks for your time in reading this love letter, as it so obviously sounds to me upon re-reading. :)

Sincerely,

Elizabeth Laule

917-710-1658

[bethprops@gmail.com](mailto:bethprops@gmail.com)





WICKHAM WORKS  
EXCHANGE. SHARE. MAKE.

Mailing Address:  
3 Forester Ave., Unit 8  
Warwick, NY 10990

January 22nd, 2025

Re: Village Artist-in-Residence program.

Dear Mayor Newhard and Warwick Village Board of Trustees,

Wickham Works requests permission to work with the Village of Warwick, co-sponsoring a new Artist-in-Residence program.

For 2025 we would like to propose local artist Nicole Hixon for that position. Hixon, is an emerging artist who WW has commissioned for two previous projects. In 2020, she created a large-scale installation at Railroad Green titled *Hope* as part of our *Words from Warwick* exhibition, and at Treecyle 2024, she installed and facilitated a participatory artwork *Weaving Community*. As Artist-in-Residence, Hixon would create a new piece of work, involving community engagement and workshops, to be installed in Stanley Deming Park for Treecyle 2025 and for the following two months.

**Proposed Project**

- WW will contract with the artist for design, fabrication, and installation of the artwork—a large-scale public sculpture. The artist's scope of work will also include Community Engagement—activities and workshops that will be free and open to the public. The artist will submit a design, including a fabrication and installation plan, to WW for approval. We will work with the Mayor's office to review the artists' design and fabrication and installation plan for approval, and determine how DPW can support the artist's needs.
- WW will oversee the production stages and coordinate installation and de-installation with the Village DPW, ensuring public safety measures are met.
- Total budget of \$5,000, to be supported by Wickham Works and the Village of Warwick. \$1,500 from the Village's FY 2024/25 budget has been assigned for this project by the Village. WW has secured the remainder of the funding.

**Project Outline**

Hixon's proposal is for an organic installation with a steel welded internal structure, planted with living plants. It is intended to come and go with the season, remaining in the park for spring and early summer (end of June), to be tended and cared for by the community while providing food for visitors, expressing the theme of shared responsibility for our environment. After that time the soil will be returned to the earth, and the steel structure will be reused for future exhibition.

## **Timeline**

December 2024: WW and Village representative met with A-in-R; discussed scope of project.

January 2025 - Confirmation of funding from Village of Warwick. Artist contract to be completed & signed.

By February 15, 2025 - Final design, fabrication plan, and budget breakdown delivered by artist for review by WW and Village of Warwick. By February 28, 2025 - final approval of design and notice to proceed with fabrication given.

March - WW monitors and oversees artist progress on fabrication and installation, providing support and feedback where needed, organizes promotional materials, and sets up public involvement components.

March: Artist-in-Residence presents public Artist Talk about their work and introduces artwork.

April 23 - 25: Installation of A-in-R work in park with assistance from volunteers, school groups, and Village DPW.

April 26: Unveiling of A-in-R work at Treecycle festival.

May - June : Artwork on Display. Community Strawberry Picnic and other possible engagement activities.

Late June 2025 - Deinstallation of artwork (TBD but prior Recreation Program starting in Park)

## **About the Artist**

Artist-in-Residence 2025: Nicole Hixon, <http://nicolehixonart.com/> is a public artist who focuses on large-scale installations that serve as sanctuaries for human connection. She experiments with organic materials, including soil and plants, recycled material, and welded steel forms. Hixon recently completed a Fellowship at Ann St. Gallery in Newburgh, NY (July - Dec. '24) where she was mentored and funded to create new work for an exhibition that occurred in Fall 2024. Hixon was selected and participated in the Orange County Arts Council's inaugural Sustainable Arts Program (Spring '24,). She has shown public art on the west and east coast, most notably Urban Trees 4 (2007), North Embarcadero, San Diego, CA. Hixon was commissioned by Wickham Works to create an installation for Treecycle 2024. She exhibited at Upstate Arts Weekend at Goshen Green Farm & Bull Farm in July '24, and was commissioned to create a piece for The Hudson Valley Film Festival 2024.

## **Artist Statement**

"As an artist, I strive to foster relationships between community and environment through designs that interact with the landscape and engage the viewer. These works elicit curiosity, through the materials used, processes behind them, and their physical effects. I hope to inspire dialogue around diversity, the empowerment of women, and the necessity of social change."

Yours sincerely,

Melissa Shaw-Smith  
Wickham Works, Creative Director



## **STREETLIGHT MAINTENANCE AND REPAIR SERVICES OPEN-BOOK AGREEMENT**

This AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2024 (hereinafter referred to as the Effective Date), between RTE Energy Services, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Suite 200, Annapolis, MD 21401 (hereinafter referred to as SERVICE PROVIDER), and the «MUNINAME», «STATE», a «STATE» municipal corporation, with a mailing address of «ADDRESS», «CITY», «STATE» «ZIPCODE» (hereinafter referred to as CLIENT).

### RECITALS

WHEREAS, the CLIENT has, or will take, ownership of streetlight assets through a Customer Owned Streetlighting Agreement with «UTILITY».

WHEREAS subsequent to the acquisition (if applicable) of the streetlight assets from «UTILITY», the CLIENT will own an inventory of approximately «XXX Quantity» streetlights.

WHEREAS the Client has signed an agreement with RTE Energy Solution, L.P. on «PSA Contract DATE» for the conversion of its entire streetlight network to LED (the "Conversion Agreement").

WHEREAS the CLIENT wishes to engage the SERVICE PROVIDER to provide maintenance and repair services to its streetlight network from the date of acquisition (if applicable) from «UTILITY».

WHEREAS, the SERVICE PROVIDER will be engaging a third-party electrical subcontractor to perform a portion of the services defined herein.

Now, therefore the parties agree as follows:

### TERMS

The SERVICE PROVIDER shall have the following task obligations:

#### **1. Qualified Personnel & Subcontractor**

The SERVICE PROVIDER shall engage a qualified and experienced electrical contractor with sufficient resources and equipment available to respond to reports of streetlight outages and diagnose and repair the malfunction within the time requirements outlined in this AGREEMENT and throughout its term.

#### **2. License Classification**

The SERVICE PROVIDER shall ensure that all personnel and subcontractor(s) engaged in performing services under this agreement possess all required State and local permits, certificates and/or licences throughout the term of this AGREEMENT.

#### **3. Insurance Requirements**

The SERVICE PROVIDER and any subcontractor engaged by it will be required to maintain commercial general liability with a limit of not less than \$5,000,000.00 per occurrence and aggregate, for bodily injury and property damage. The policy shall include contractual liability and insure the indemnification obligations of SERVICE PROVIDER under this Agreement but only to the extent of the coverage afforded by such policy. The policy shall be endorsed to name the CLIENT and «UTILITY» as an additional insured, on a primary and non-contributory basis, insofar as this AGREEMENT is concerned, contain a cross-liability clause, and provide that written notice shall be given to CLIENT and «UTILITY» at least 30 days prior to cancellation or material change in the form of such policies or endorsements. The SERVICE PROVIDER and any subcontractor engaged by it will also be required to maintain auto liability, in an amount not less than \$1,000,000, if automobiles are used in connection





with its business. Upon request, the SERVICE PROVIDER will provide the CLIENT and «UTILITY» certificates of insurance. The SERVICE PROVIDER and any subcontractor engaged by it shall be responsible for its personal property, including its equipment.

#### **4. Indemnity Requirements**

The SERVICE PROVIDER shall defend, hold harmless, and indemnify the CLIENT, its representatives, agents, elected officials, officers, directors, and employees in any actions and from all damages arising out of the acts or failure to act of SERVICE PROVIDER, or its authorized representatives, in the performance of any act or its obligations under the terms of this AGREEMENT. The SERVICE PROVIDER shall not be liable for damages caused by the sole negligence, or willful misconduct of the CLIENT.

#### **5. General**

In general, the work to be done consists of providing street and pathway light maintenance and emergency services for the street and pathway lights located within the CLIENT's geographical boundaries. The SERVICE PROVIDER shall have available and readily accessible all required tools, equipment, apparatus, facilities, and material to perform all work necessary to maintain the lighting systems. The SERVICE PROVIDER shall ensure that both its qualified workforce and that of any subcontractor engaged by it shall be sufficient to respond to emergency calls that may be received from time to time and to promptly make temporary and permanent repairs. The work force shall be qualified to perform such work as required by any Municipal, State or Federal regulations.

#### **6. Required Maintenance**

The SERVICE PROVIDER will only respond to requests generated and approved by the CLIENT during the term of this AGREEMENT. The SERVICE PROVIDER shall repair, replace or otherwise render in good working order all defective parts of the street, park and pathway lights as instructed and authorized by the CLIENT. The SERVICE PROVIDER shall furnish all tools, equipment, apparatus, facilities, labor, services and materials, and perform all work necessary to maintain the equipment in good workmanlike manner. Service requests shall be classified into two (2) levels of priority:

- i. **Level 1 Maintenance Request (Low Priority)** applies to lights deemed to be non-critical by the CLIENT, includes repair of the **LED** street, parking lot or pathway lights consisting of furnishing a qualified lighting maintenance technician (or technicians) and a service vehicle, removing and replacing any combination of lamp, lens, photocell, ballast, or igniter, etc. Service Provider will dispatch a qualified lighting maintenance technician (or technicians) and a service vehicle to repair the light within 15 working days of receiving authorization to proceed. Also included is removing and replacing damaged or missing street lights during the interim period between the time when the CLIENT purchases their HID street lights from «UTILITY» (if applicable) and the time the new LED light is installed.
- ii. **Level 2 Maintenance Request (High Priority)** applies to **LED** lights deemed by the CLIENT to be of significant safety consideration. Service Provider will dispatch a qualified lighting maintenance technician (or technicians) and a service vehicle to repair the light within 5 working days of receiving authorization to proceed. Also included is removing and replacing damaged or missing streetlights during the interim period between the time when the CLIENT purchases their HID street lights from «UTILITY» (if applicable) and the time the new LED light is installed.







It is understood that «UTILITY»-owned equipment, privately-owned lights and traffic signal poles are excluded from this AGREEMENT.

**7. Making a service request**

The CLIENT will have access to the SERVICE PROVIDER's web-based maintenance map to report and track all streetlight outages in one platform. This service is available at all times and the CLIENT may report a problem through this portal by completing a simple on-line form. This is the recommended option.

As an alternative option, the CLIENT may wish to send an email at [service@rte-es.com](mailto:service@rte-es.com) which must include the following information:

1. Service Level Request: 1 or 2.
2. Municipal street address nearest to light.
3. RTE ID number that identifies the fixture (this information can be obtained from the map provided to the municipality)
4. Description of the issue. (i.e., failed light, flickering, day burner etc.)

The SERVICE PROVIDER shall acknowledge receipt of the email request within one business day.

The SERVICE PROVIDER will dispatch an electrical contractor to repair the Luminaire within the time frame chosen in accordance with the corresponding service level. Upon completion of the repairs the CLIENT will be notified via e-mail as to the status of the repairs, and a description of the work completed.

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## **8. Warranty**

The SERVICE PROVIDER warrants that, unless otherwise specified, all materials and equipment incorporated in any services provided under this Agreement shall be new and in good working condition.

The SERVICE PROVIDER further warrants that all workmanship shall be of the highest quality and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective and shall be remediated by SERVICE PROVIDER. The Workmanship Warranty period for maintenance services shall be thirty (30) days from the date of completion of the service. This Workmanship Warranty does not cover any cost related to fixture, photocell and related products and parts failure. Such costs are covered by their individual manufacturers' warranty as applicable. The SERVICE PROVIDER shall ensure that the CLIENT is provided with all manufacturers' warranties for equipment and materials installed. Notwithstanding the above, the Workmanship Warranty shall cover any cost related to fixture, photocell and related products and parts failure that is not covered by the manufacturer's warranty due to the SERVICE PROVIDER'S installation or repair service.

The CLIENT shall promptly give the SERVICE PROVIDER notice in writing of observed defects and deficiencies in the work that appear during the warranty period.

All warranty claims shall be sent via e-mail to [service@rte-es.com](mailto:service@rte-es.com). The SERVICE PROVIDER shall acknowledge receipt of the e-mail request within five (5) business days.

The SERVICE PROVIDER shall promptly correct, at the SERVICE PROVIDER's expense, any work that is not in accordance with the Contract Documents or defects or deficiencies in the work, which are reported during the warranty period.

## **9. Compensation and Payment Terms**

- a) The Service Provider shall maintain an "open book, cost plus approach" in relation to this AGREEMENT to enable the CLIENT to monitor, scrutinize and verify the accuracy of all material and subcontracted labor charges. On request by the CLIENT, the SERVICE PROVIDER shall provide the CLIENT an open book account of these charges, setting out full and transparent details of each charge to the CLIENT.
- b) The CLIENT understands that the charge for completion of the services shall be based upon a cost-plus basis whereby the SERVICE PROVIDER agrees to charge the actual amount invoiced to it by the subcontractor plus a mark-up of 20%. In the first year of this AGREEMENT, invoicing to the CLIENT will be charged according to the Pricing Schedule detailed in Exhibit "A". In addition, the SERVICE PROVIDER shall charge a fixed monthly fee of \$xxx.xx to maintain and administer this service offering. Rates may be reviewed annually by the SERVICE PROVIDER and the CLIENT and rate increases may be requested in writing with detailed justification from the Service Provider and may only be implemented upon the mutual agreement of the Parties.
- c) Invoices from the SERVICE PROVIDER to the Client shall be submitted no more frequently than once per month. Invoices for all maintenance services performed in the month shall be submitted by the tenth (10th) day of the following month. Invoices for additional work shall be submitted upon completion and acceptance of the additional work, and under no circumstances more than 60 days after completion of work. All invoices are due and payable within thirty (30) days of receipt





## **10. Subcontractors**

The SERVICE PROVIDER shall be fully responsible for the acts and omissions of any subcontractors and of persons both directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as the SERVICE PROVIDER is held under this Agreement. The SERVICE PROVIDER shall ensure that all subcontractors engaged to provide services under this AGREEMENT shall possess all necessary permits, licenses, and certifications as required under any Municipal, State or Federal regulations. Subcontractors shall not be deemed employees of the CLIENT under any circumstances and the SERVICE PROVIDER assumes full responsibility for payment of compensation, taxes and all other benefits due and payable to all such personnel involved in performing services under this Agreement. This Agreement is not intended to create a joint venture, employment relationship or partnership and the relationship between the parties is that of independent contractors. SERVICE PROVIDER has a substantive investment in its facilities, tools, instruments, materials and knowledge used by its employees to complete the services referenced herein. The services performed by SERVICE PROVIDER fall outside the usual course of business of the CLIENT, and SERVICE PROVIDER is not required to work exclusively for the CLIENT. SERVICE PROVIDER is contractually responsible for satisfactory completion of the services, and payment to SERVICE PROVIDER is based on factors directly related to the services performed. SERVICE PROVIDER agrees that the persons retained by it to provide services hereunder are SERVICE PROVIDER's employees or subcontractors working directly for SERVICE PROVIDER and are not employees of the CLIENT for any purpose and therefore such persons are not entitled to any rights or benefits, whether present or future, under any collective bargaining agreement, retirement, or other benefit plan of the CLIENT; or the payment by the CLIENT of social security taxes, workers compensation premiums, unemployment insurance premiums, overtime or other compensation, and any other SERVICE PROVIDER benefits, including withholding of federal or state income taxes, and that SERVICE PROVIDER shall be solely responsible for these obligations. SERVICE PROVIDER agrees to indemnify, save harmless and defend the CLIENT and its affiliates from, and accepts full responsibility for any and all claims related to SERVICE PROVIDER's obligations to its own employees or independent contractors engaged in the Services, relating to any governmental action or claim arising out of SERVICE PROVIDER's obligations to its own employees or independent contractors.

## **11. Contract Term**

The term of this AGREEMENT shall be for a term of twelve (12) months beginning on the date on which the CLIENT acquires the rights from «UTILITY» with an option to extend the Agreement by an additional twelve (12) month term. The Client shall notify the Service Provider in writing at least thirty (30) days prior to the anniversary of the Agreement if it does not intend to extend the Agreement. If said notice is not timely provided, this Agreement shall automatically renew for an additional twelve (12) month term.

## **12. Termination**

- a) **Termination for Convenience:** Either party may terminate this AGREEMENT for convenience upon thirty (30) day written notice to the other party. Unless otherwise directed by the Client, the Service Provider shall cease its performance of Services as quickly and effectively as possible following receipt of Client's convenience termination notice and terminate all commitments to third parties in connection with the Services. In the event of a termination for convenience, the Service Provider shall be compensated for Services performed through the date of termination and expiration of the thirty (30) day notice period, plus its reasonable overhead and profit. Service Provider shall submit and Client shall process Service Provider's convenience termination payment invoice within thirty (30) days of receipt of said invoice.
- b) **Termination by Client for Non-Performance:** The Client may terminate this Agreement at any time for non-performance of its obligations ("Default") under this agreement after giving the Service Provider written notice with fifteen (15) business days to cure the same, provided, however that if the Default in question cannot reasonably be cured within such fifteen (15)





business days, then so long as the Service Provider commences cure within fifteen (15) business days and continues to use commercially reasonable efforts to pursue such cure, then such Default shall not be deemed a Default hereunder.

- c) Termination by Service Provider for Non-Payment: If the Client fails to pay the Service Provider within thirty (30) days of the payment due date as set forth in Article 11, the Service Provider will promptly provide notice to the Client of the non-payment and provide the Client an opportunity to cure. If, after the expiration of fifteen (15) days, the Client still has not made payment to the Service Provider, the Service Provider may, in its sole discretion, cease all operations and/or terminate the Agreement.

### **13. Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of «STATE», notwithstanding its conflict of law principles.

### **14. Legal Notice**

All notices, requests, demands or other communications to or from the parties hereto, unrelated to outages and service call requests, shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

- (i) If to the Service Provider:

RTE Energy Services, L.P.  
201 West Street  
Annapolis, Maryland 21401

Attention:

Phone: T

E-mail:

- (ii) If to the Client:

«Client Contact Information»

Attention:

E-mail: \_\_\_\_\_





**15. Entire Agreement**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not a part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control. The provisions of this Agreement, including the scope of the Services stated in Section 6, may not be modified unless the modification is (i) in writing; (ii) specifically references this Agreement; and (iii) is signed by authorized representatives of both parties.

**16. Counterparts**

This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Signature page to follow

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EXECUTED the day and year set forth above.

By: RTE Energy Services, L.P., a Delaware limited partnership

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: «MUNI», «STATE»

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

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**EXHIBIT "A"**  
**Pricing Schedule**

Table 1 - Basic Service		
Item	Description	Estimated Hourly Rate (Normal Working Hours)
1	Electrician and bucket truck	\$200.00-\$250.00 + RTE Mark up

Table 2 - Additional Services (only if required)		
Item	Description	Estimated Hourly Rate (Normal Working Hours)
1	Bucket Truck Ground Worker	\$50.00 + RTE Mark up
2	Flaggers (two)	\$60.00 + RTE Mark up

*Note - Sub-contractor rates are estimates only in the above tables. Revise confirmed rates once a subcontract has been selected will be shared with the client for formal review/approval, including appropriate notes for minimum callouts and overtime rates and conditions. Range of hourly rate cost provided as part of this draft agreement template. RTE Mark-up and fees will remain as per structure of this agreement.*

**Minimum Callout is 4 hours (Portal to Portal).**

Table 1 Hourly Rates exclude the following items:

- Materials (i.e. Lamps, Ballasts, Wiring, Fusing, etc.)
- Disposal
- Police Detail
- Any State and/or Municipality Permits
- Any other required Services

All exclusions shall be invoiced in addition to rates outlined in Table 1.

Normal Working Hours are as follows:

- Monday to Friday from 7:00 AM to 3:30 PM up to a maximum of 8 Hours per day and/or 40 hours per week

Services provided outside of Normal Working Hours will be invoiced as follows:

- Overtime: 1.5 times the Hourly Rate for Normal Working Hours.
- Saturday, Sundays and Holidays: 2 times the Hourly Rate for Normal Working Hours.





**STREETLIGHT MAINTENANCE AND REPAIR SERVICES  
FIXED-PRICE AGREEMENT**

This Streetlight Maintenance and Repair Services Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), between RTE Energy Services, L.P., a Delaware limited partnership, with a mailing address of 201 West Street, Annapolis, MD 21401 (hereinafter referred to as Service Provider), and the «MUNILONG», «MUNISTATE», a «MUNISTATE» municipal corporation, with a mailing address of «MUNIADDRESS», «CITY», «MUNISTATE» «ZIPCODE» hereinafter referred to as Client).

**RECITALS**

WHEREAS the Client entered into an Agreement for Professional Services for the Conversion of Public Street Lighting to LED with the Service Provider on «PSA Contract DATE» (hereafter referred to the "Project").

WHEREAS the Client now wishes to engage the Service Provider to provide maintenance and repair services to its current streetlight network, as set forth in Section 2, Maintenance Program.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

**TERMS**

**1. Contract Term**

The term of this Agreement shall be for a term of thirty-six (36) months beginning on the Effective Date with an option to extend the Agreement by an additional thirty-six (36) month term. The Client shall notify the Service Provider in writing at least 90 days prior to the third (3<sup>rd</sup>) year anniversary of the Agreement if it does not intend to extend this Agreement. If said notice is not timely provided, this Agreement shall automatically renew for an additional thirty-six (36) month term.

**2. Maintenance Program**

In general, the services to be provided under the Maintenance Program consist of providing maintenance and replacement services for the street and pathway lights located within the Client's geographical boundaries. The Maintenance Program shall consist of two (2) separate service levels:

- A. Routine Scheduled LED Maintenance Services** consists of replacing defective parts of LED streetlights, park and pathway lights and otherwise maintaining the lights to keep them in operation. The Service Provider shall repair, replace or otherwise render in good working order any and all defective parts of the LED street, park and pathway lights as part of the flat rate monthly cost (See Exhibit "A"), regardless of the number of Service Requests received at each







location. For greater certainty, routine maintenance includes repair of a LED street and pathway lights consisting of furnishing a qualified lighting maintenance technician (or technicians) and a service vehicle, removing and replacing the entire LED fixture or any one or combination of lamp, lens, and photocell or smart controller. Routine Scheduled Maintenance shall also include repairs, maintenance or replacement of fuses and/or fuse holders. Routine Scheduled LED Services applies to LEDs installed by the Service Provider (not to any preexisting LEDs, regardless of whether a smart control and/or fuse kit was installed on a pre-existing LED).

Routine Scheduled Maintenance shall not include services for damage resulting from pole knockdowns, accidents, maintenance/servicing on pre-existing LEDs (not installed by Service Provider), acts of vandalism, utility power issues (no power coming from underground or overhead connection), wiring from the utility connection to luminaire, utility connection failures, weather related damage or acts of God, damage or failure resulting utility power surges nor shall it include repairs to LED retrofit kits and lamps, mounting brackets, arms or any other component of the light fixture not specifically mentioned in this section. Fixture cleaning or replacement of fixtures or fixture parts resulting from deterioration not covered under the manufacturer's standard warranty as well as misreported outages or any service request resulting in no action required are also excluded from Routine Scheduled LED Maintenance Services. All items excluded from Routine Scheduled Maintenance shall be included in Unscheduled Maintenance Services.

- i. Routine Scheduled Maintenance Service requests are considered important but typically not an immediate safety concern.
- ii. The Service Provider shall respond to Routine Scheduled Maintenance Service requests based upon one truck roll every sixty (60) days beginning from Effective Date of this Agreement.
- iii. If the number of outages exceeds five (5) prior to the next sixty (60)-day truck roll, the Service Provider shall provide for an earlier scheduled truck roll at no additional cost to the Client.
- iv. The Service Provider shall only respond to service requests generated and approved by the Client during the term of this Agreement.
- v. A detailed listing of lighting equipment currently covered under Routine Scheduled LED Maintenance Service is attached hereto as Exhibit "A".

In addition to routine repair and replacement services, the Routine Scheduled Maintenance Service Program includes the following services:

- i. Service requests coordination and reporting
- ii. Centralized communication center
- iii. Product warranty management (fixtures and photocells)
- iv. Other material management
- v. Warehouse and inventory management
- vi. Historical experience reporting



**B. Unscheduled Maintenance Services** consists of all repairs and replacement requirements to existing LED street and pathway lights which are not covered under Routine Scheduled Maintenance Service.

- i. Typically applies to lights deemed by the Client to be of significant safety consideration.
- ii. The Service Provider shall dispatch a qualified lighting maintenance technician (or technicians) and a service vehicle to assess and or repair the outage within 5 working days of receiving a service request from the Client.
- iii. The Service Provider shall only respond to requests generated and approved by the Client during the term of this Agreement.

### **2.1 Additional Lighting Equipment**

In the event that additional LED streetlights are installed by the Service Provider, Client or other third parties, or become part of the maintenance requirements of the Client, these additional LED streetlights will be added to the Services at the same program rates for said type of equipment, unless the new installed equipment differs materially from the existing equipment, at which time the parties will negotiate a change to the rates.

All service requests for high-pressure sodium (HPS), pre-existing LEDs, and other non-LED lighting equipment shall be covered under the Unscheduled Maintenance Services category, however, while a service technician shall be dispatched within five (5) days of receiving a service request from the Client, the actual repair or replacement may extend beyond the five (5) day window but in no case shall the time extend beyond 30 days without notification to the Client and the reason for said delay.

It is understood that the «UTILITY» Utility owned equipment and traffic signal poles are excluded from this Agreement.

### **3. Making a Service Request**

The Client will have access to the Service Provider's web-based maintenance map to report and track all streetlight outages in one platform. This service is available at all times and the Client may report a problem through this portal by completing a simple on-line form. This is the recommended option.

As an alternative option, the Client may wish to send an email at [service@rte-es.com](mailto:service@rte-es.com) which must include the following information:

1. Service Level Request: 1 (low priority) or 2 (high priority).
2. Municipal street address nearest to light.
3. RTE ID number that identifies the fixture (this information can be obtained from the map provided to the municipality).
4. Description of the issue. (i.e. failed light, flickering, day burner etc.)

The Service Provider shall acknowledge receipt of the email request within one business day.



The Service Provider will dispatch an electrical contractor to repair the Luminaire within the time frame chosen in accordance with the corresponding service level. Upon completion of the repairs the Client will be notified via e-mail as to the status of the repairs, and a description of the work completed.

#### **4. Quality Control Program**

The Service Provider will develop and provide Client with a Quality Control Program, which shall identify a person responsible for the overall timeliness and quality of the street light maintenance services being provided. The Quality Control Program shall provide notice regarding the services performed under this Agreement, responses to calls for service and disposition of service. All work performed by the Service Provider under the terms of this Agreement shall be performed in accordance with industry standards.

#### **5. Qualified Personnel & Subcontractor**

The Service Provider shall engage qualified and experienced personnel and subcontractors with sufficient resources and equipment available to perform the services described in this Agreement, which includes responding to reports of streetlight outages and diagnosing and repairing the malfunction within the time requirements outlined in this Agreement and throughout its term.

#### **6. License Classification**

The Service Provider shall require that all personnel and subcontractors engaged in performing services under this agreement possess all required State and local permits, certificates and/or licences throughout the term of this Agreement.

#### **7. Insurance Requirements**

The Service Provider and any subcontractors engaged by it will be required to maintain commercial general liability insurance with appropriate limits for bodily injury and property damage. The policy shall include contractual liability and insure the indemnification obligations of Service Provider under this Agreement but only to the extent of the coverage afforded by such policy. The policy shall be endorsed to name the Client and «UTILITY» as an additional insured, on a primary and non-contributory basis, insofar as this Agreement is concerned, contain a cross-liability clause, and provide that written notice shall be given to Client and «UTILITY» at least 30 days prior to cancellation or material change in the form of such policies or endorsements. The Service Provider and any subcontractor engaged by it will also be required to maintain auto liability, in an amount not less than \$1,000,000, if automobiles are used in connection with its business. Upon request, the Service Provider will provide the Client and «UTILITY» certificates of insurance. The Service Provider and any subcontractor engaged by it shall be responsible for its personal property, including its equipment.

#### **8. Indemnity Requirements**

To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless, the Client, its officers, directors, and employees from property damages or bodily injury or death arising out of the negligence or intentional misconduct of the Service Provider during the performance of the Services, but only to the extent of the Service Provider's negligence or wrongdoing. The Service Provider shall not





be liable to indemnify Client for damages which were caused by the negligence, or willful misconduct of the Client or its Members.

#### **9. Warranty**

The Service Provider warrants that, unless otherwise specified, all materials and equipment incorporated in any services provided under this Agreement shall be new and of good quality. The Service Provider further warrants that the services and work provided under this Agreement shall be (i) free from material defects; and (ii) performed in a good and workmanlike manner by persons qualified at their respective trades.

The warranty period with regards to this Agreement is thirty (30) days from the date of completion of the Services. The Client shall promptly give the Service Provider notice in writing of observed defects and deficiencies in the work which appear during the warranty period.

All warranty claims shall be sent via e-mail to [service@rte-es.com](mailto:service@rte-es.com). The Service Provider shall acknowledge receipt of the e-mail request within five (5) business days.

The Service Provider shall, within three (3) business days of acknowledgement of receipt of a warranty claim, review the alleged defects and deficiencies with Client. If, after review of the conditions with the Client, it is determined that there are defects or deficiencies in Service Provider's work or materials, the Service Provider shall correct, at the Service Provider's expense, any work which is not in accordance with this Agreement or defects or deficiencies in the work, which are reported during the warranty period. No warranty period shall be extended by any remedial work performed by the Service Provider. The Service Provider shall flow these warranty obligations down to its subcontractors and subconsultants.

#### **10. Compensation and Payment Terms**

**Routine Scheduled Maintenance Services** shall be charged at a fixed rate per fixture per month (Routine Maintenance Fee) according to pricing in Exhibit B. The Routine Maintenance Fee shall be due in advance on the first (1<sup>st</sup>) day of each month throughout the term of this Agreement. The fee shall be prorated for the number of days in the first and last month of the term if the Effective Date of this Agreement does not fall on the first day of the month. No invoice shall be provided by the Service Provider to the Client for the Routine Maintenance Fee and no retainage or other reductions will be withheld from payment to Service Provider. The Routine Maintenance Fee shall be increased by two percent (2%) annually on each anniversary date of this Agreement.

**Unscheduled Maintenance Services** shall be charged on a cost-plus basis whereby the Service Provider agrees to charge the actual amount invoiced to it by any provider of material and/or subcontractor plus a mark-up of twenty percent (20%) to cover overhead and profit. The Service Provider shall maintain an "open book, cost plus approach" in relation to this Agreement to enable the Client to monitor, scrutinize and verify the accuracy of all material and subcontracted labor charges. The Service Provider shall be responsible for all payments to suppliers of equipment and services related to Unscheduled Maintenance requests. Service Provider shall invoice the Client following receipt of all related third-party supplier invoices and Client shall remit payment to the Service Provider within 30 days of receipt of said invoice.





### **11. Independent Contractors and Subcontractors**

The Service Provider shall hold subcontractors to the same terms and conditions as the Service Provider is held under this Agreement.

Subcontractors shall not be deemed employees of the Client under any circumstances. This Agreement is not intended to create a joint venture, employment relationship or partnership and the relationship between the parties is that of independent contractors.

Service Provider has a substantive investment in its facilities, tools, instruments, materials and knowledge used by its employees to complete the services referenced herein. The services performed by Service Provider fall outside the usual course of business of the Client, and Service Provider is not required to work exclusively for the Client.

### **12. Termination**

- a) **Termination for Convenience:** Either party may terminate this Agreement for convenience upon ninety (90) days written notification to the other party. Unless otherwise directed by Client, Service Provider shall cease its performance of Services as quickly and effectively as possible following receipt of Client's convenience termination notice and terminate all commitments to third parties in connection with the Services. In the event of a termination for convenience, the Service Provider shall be compensated for Services performed through the date of termination and expiration of the ninety (90) day notice period, plus its reasonable overhead and profit. Service Provider shall submit and Client shall process Service Provider's convenience termination payment invoice within thirty (30) days of receipt of said invoice.
- b) **Termination by Client:** Client may terminate this Agreement at any time for non-performance of its obligations ("Default") under this agreement after giving the Service Provider written notice with fifteen (15) business days to cure the same, provided, however that if the Default in question cannot reasonably be cured within such fifteen (15) business days, then so long as the Service Provider commences cure within fifteen (15) business days and continues to use commercially reasonable efforts to pursue such cure, then such Default shall not be deemed a Default hereunder.
- c) **Termination by Service Provider:** If Client fails to pay Service Provider within thirty (30) days of the payment due date as set forth in Article 11, Service Provider will promptly provide notice to Client of the non-payment and provide Client an opportunity to cure. If, after the expiration of fifteen (15) days, Client still has not made payment to Service Provider, Service Provider may, in its sole discretion, cease all operations and/or terminate the Agreement.

### **13. Dispute Resolution**

The parties agree to resolve any disputes arising in connection with this Agreement through binding arbitration, to be conducted «MUNINAME». The arbitration shall be administered by the American Arbitration Association (AAA) in accordance with the AAA Commercial Arbitration Rules and Procedures. The decision of the arbitrator shall be final and may be enforced in any court of competent jurisdiction. The prevailing party shall be awarded its costs and reasonable attorney's and paralegal fees incurred in





connection with the proceeding. Prevailing party means the party who recovers at least 51% of its total claims in the action or who is required to pay no more than 50.9% of the other party's total claims in the action. This Section shall survive termination of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of «STATE», where the Services are performed, notwithstanding its conflict of law principles.

**14. Legal Notice**

All notices, requests, demands or other communications to or from the parties hereto, unrelated to outages and service call requests, shall be in writing and shall be given by overnight delivery service, by hand delivery, telecopy or e-mail to the addressee as follows:

(i) If to the Service Provider:

RTE Energy Services, L.P.  
201 West Street  
Annapolis, Maryland 21401

Attention:  
Phone: T.  
E-mail:

(ii) If to the Client:

«Client Contact Information»

Attention:  
E-mail: \_\_\_\_\_

**15. Miscellaneous Provisions**

(a) Limitation of Liability. In no event shall Service Provider's liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement exceed the compensation paid to Service Provider under this Agreement, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise.

(b) Waiver of Consequential Damages. Neither Party shall be liable under or in connection with this Agreement for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, loss by reason of delay or increased cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission or otherwise, and each Party hereby releases the





other from any such liability. Nothing in this Article 19(b) shall limit Client's payment obligations under the Agreement.

(c) No Warranty. The only warranty made by Service Provider in connection with the Services and this Agreement is that set forth in Article 12. That warranty is exclusive and in lieu of all other warranties, whether statutory, express or implied, including warranties of fitness for particular purpose and those arising from course of dealing and usage of trade.

(d) Force Majeure. Except for the payment of the Service Provider's invoices, for the period and to the extent that a Party is unable to perform, in whole or in part, its obligations under this Agreement, where such inability arises by reason of any court order, law, regulation or agency rule or other governmental action or inaction, war, terrorism, riot, strike, lockout, labor dispute, explosion, fire, storm, wind, drought, flood, earthquake, volcanic eruption or other natural catastrophe or act of God (a "Force Majeure Event"), such Party shall be temporarily excused from its obligations that are so prevented until the abatement of such Force Majeure Event; provided that such Party uses reasonable efforts to promptly overcome or mitigate the delay or inability to perform. Notice of any such inability and abatement shall be promptly given to the other Party.

(e) Hazardous Materials. Service Provider shall have no liability or responsibility for any hazardous materials, asbestos, asbestos-containing materials, pollutants, hazardous wastes, hazardous materials or contaminants located on or in the Service areas. Client shall be responsible for the detection, treatment, storage, handling, use, transportation, disposal, discharge, leakage, removal or containment of the foregoing materials and conditions.

(f) Successors and Assigns. Each Party binds itself, and its partners, successors, permitted assigns and legal representatives to the other Party with respect to their obligations contained in this Agreement. Neither Party shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or any of its rights, title or interests therein, to any other entity without the previous written consent of the other Party. There are no third-party beneficiaries to this Agreement.

(g) Independent Contractor. With respect to its performance under this Agreement, Contractor is at all times acting as an independent contractor, and not as an employee of Owner.

(h) Construction. Any rule of law wherein ambiguities are construed against the drafter of a document shall not apply to this Agreement and it is affirmatively waived by Client and Service Provider with respect to the same.

(i) Headings. The headings or captions used in this Agreement are for convenience only and shall not be used in interpreting the same.

(j) Final Agreement. This Agreement represents the entire and integrated agreement between the Client and Service Provider and supersedes all prior negotiations, representations, or agreements, either written or oral, between Client and Service Provider concerning the subject matter of the Agreement. The Agreement may be amended only by a written instrument signed by Client and Service Provider.





(k) Waiver. Either Party's failure to insist, in any one or more instances, on the performance of the other Party's obligations under this Agreement shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance.

(l) Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable. Each part of the Agreement is intended to be severable.

(m) Counterparts. This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

Signature page to follow

DRAFT







EXECUTED the day and year set forth above.

By: RTE Energy Services, L.P., a Delaware limited partnership

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

By: «MUNI», «STATE»

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

DRAFT





EXHIBIT "A"

Lighting Equipment

«Client Specific Inventory to be Populated»

DRAFT





**EXHIBIT "B"**

**Program Management Pricing Schedule**

Table 1 – Routine Scheduled Maintenance			
Item	Description	Quantity	Rate*
1	LED Luminaires with Photocells	«TBD»	\$2.00/LIGHT/MONTH
2	LED Luminaires with Smart Controls	«TBD»	\$2.50 /LIGHT/MONTH

\*Routine Scheduled Maintenance rates shall be increased by 2% annually.

*Final quantity of lights and selected lighting control option to be confirmed following GIS audit and IGA completion.*

- For the maintenance of HPS luminaires or pre-existing LEDs (not converted by RTE), if applicable, unscheduled maintenance rates shall apply.
- Should the inventory change during the installation phase, an update to exhibit A & B will be provided following the completion of the installation.

DRAFT



**VILLAGE OF WARWICK**  
**SHORT TERM RENTAL REGISTRATION APPLICATION**  
\$250 Application fee (owner occupied dwelling)  
\$1,000 Application fee (owner unoccupied dwelling)  
Cash or Check (payable to Village of Warwick)

\*\*If property has been purchased within the last 6 months, provide a copy of the bargain & sale deed.

Date: \_\_\_\_\_

**SITE DATA:**

Sec-Blk-Lot: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Rental Property Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

Property Owner Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (A Phone Number That We Can Reach 24 Hours A Day).

Email Address: \_\_\_\_\_

**Checklist of requirements (all must be submitted with application):**

- \_\_\_ Number of bedrooms in rental unit: \_\_\_\_\_
- \_\_\_ Number of occupants in rental unit: \_\_\_\_\_ (maximum of 2 per legal bedroom)
- \_\_\_ Number of bathrooms in rental unit: Full \_\_\_ Half \_\_\_
- \_\_\_ Copy of Certificate of Occupancy for original dwelling **OR** letter stating dwelling was built prior to 1973.
- \_\_\_ Copy of homeowner's liability insurance no less than \$1,000,000.00 with rental endorsement on policy. (umbrella policy & Airbnb policy are not acceptable proof)
- \_\_\_ List of all means of advertising which the rental property will be listed for rent.
- \_\_\_ Indicate where owner resides while rental is occupied.
- \_\_\_ **Sample rental contract (see Chapter 129-3 (C) 17 for requirements). Must include property information.**
- \_\_\_ **Not in Village Code VB may want to add?**
- \_\_\_ **Village Code 115-6 Must be displayed at the short-term rental property for STR renters to adhere to (I added this)**
- \_\_\_ Survey showing property lines, location of buildings & all parking location(s) for occupants.
- \_\_\_ CAD floor plans drawn to scale showing detail description/measurements of all rooms accessible to renters, emergency exit locations, heating/cooling systems & fire prevention systems (fire extinguishers, smoke & carbon monoxide detector) locations.

---

If the owner is an association, partnership, limited liability partnership, corporation, joint tenancy, tenancy in common, tenancy by the entirety, or other entity, the name of each and every owner, officer, partner or general interest partner, and the name of their interest shall also be disclosed;  
If the owner is a business entity, the tax identification number, and the name, telephone number, e-mail address, mailing address and physical address of the owner's agent

***Please fill out the following if the property owner does not reside within half-hour of property. (Registered Agent must be within a half-hour from rental property.) (I added this)***

Rental Agents Name: \_\_\_\_\_

Agents address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Rental Agents Signature: \_\_\_\_\_

**AUTHORIZATION (NOTARY):**

State of New York, County of \_\_\_\_\_, \_\_\_\_\_, being duly sworn deposes and says he/she is the owner and is duly authorized to perform or have performed said work and to make and file this application; that all statements are true and to the best of his/her knowledge and belief, and that the work will be performed in the manner set forth in the application and in the plans and specifications filed therewith.

Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Owner Signature: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

Print Name: \_\_\_\_\_

Stamp:

**FOR VILLAGE USE ONLY**

FEE PAID: \_\_\_\_\_ CHECK #: \_\_\_\_\_ CASH AMOUNT OF CHECK: \_\_\_\_\_

Comments: \_\_\_\_\_ Application #: \_\_\_\_\_

**VILLAGE OF WARWICK**  
**SHORT TERM RENTAL RENEWAL APPLICATION**

Application for renewal of the short-term rental permit is due 30 days prior to its expiration

\$100 Application fee (owner occupied dwelling)

\$750 Application fee (owner unoccupied dwelling)

Cash or Check (payable to Village of Warwick)

**\*PLEASE NOTE:**

Short term rental applications will be reviewed first, followed by a short-term rental inspection. **Handing in a completed application, under no means, deems your property approved for short term rental purposes.**

Date: \_\_\_\_\_

**SITE DATA:**

SEC-BLK-LOT: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

RENTAL PROPERTY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PROPERTY OWNER NAME: \_\_\_\_\_

PROPERTY OWNER MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (A PHONE NUMBER THAT WE CAN REACH 24 HOURS A DAY).

EMAIL ADDRESS: \_\_\_\_\_

**Checklist of requirements (all must be submitted with application):**

\_\_\_\_ Number of bedrooms in rental unit: \_\_\_\_\_

\_\_\_\_ Number of bathrooms in rental unit: Full \_\_\_\_\_ Half \_\_\_\_\_

\_\_\_\_ Number of occupants in rental unit: \_\_\_\_\_ (maximum of 2 per legal bedroom)

\_\_\_\_ Copy of homeowner's liability insurance no less than \$1,000,000.00 with rental endorsement on policy (umbrella policy & Airbnb policy are not acceptable proof)

\_\_\_\_ Provide list of all means of advertising which the rental property is/will be listed for rent

\_\_\_\_ Indicate where owner resides while rental is occupied

\_\_\_\_ **Sample Rental contract per Chapter 129-3 C (17) WE DO NOT HAVE THIS IN OUR CODE BUT TOWN DOES – VB MAY WANT TO ADD?**

\_\_\_\_ **Village Code 115-6 Must be displayed at the short-term rental property for STR renters to adhere to**

\_\_\_\_ Permit number displayed in all advertisements (provide screen shot)

\_\_\_\_ Current expiration date of issued STR permit \_\_\_\_\_

***Please fill out the following if the property owner does not reside within half-hour of property. (Registered Agent must be within a half-hour from rental property.)***

Rental Agents Name: \_\_\_\_\_

Agent's address: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Rental Agents Signature: \_\_\_\_\_

**AUTHORIZATION (NOTARY):**

State of New York, County of \_\_\_\_\_, \_\_\_\_\_, being duly sworn deposes and says he/she is the owner and is duly authorized to perform or have performed said work and to make and file this application; that all statements are true and to the best of his/her knowledge and belief, and that the work will be performed in the manner set forth in the application and in the plans and specifications filed therewith.

Sworn to before me

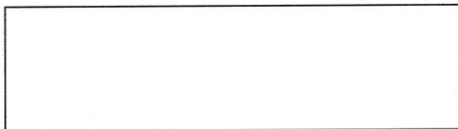
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Owner Signature: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

Print Name: \_\_\_\_\_

Stamp:



**FOR VILLAGE USE ONLY**

FEE PAID: \_\_\_\_\_ CHECK #: \_\_\_\_\_ CASH \_\_\_\_\_ AMOUNT OF CHECK: \_\_\_\_\_

Comments: \_\_\_\_\_ Application #: \_\_\_\_\_

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



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

**VILLAGE OF WARWICK**  
INCORPORATED 1867

**RESOLUTION ENACTING A LOCAL LAW**  
**IMPOSING A ONE-YEAR MORATORIUM ON LAND USE APPROVALS**  
**FOR PUBLIC UTILITY FACILITIES INVOLVING**  
**ENERGY STORAGE SYSTEMS**

WHEREAS, heretofore the Village Board has considered the adoption of a local law entitled: "The Village of Warwick Temporary Moratorium on the Acceptance and Processing of Applications for Approval of Public Utility Facilities Involving Energy Storage Systems"; and

WHEREAS, following due notice the Village Board held a public hearing on the proposed local law;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board determines that the adoption of this local law is a Type II Action under SEQRA; and
2. That the Village Board hereby adopts the local law; and
3. That the local law shall be effective immediately and shall be filed in the office of the Secretary of State in Albany as required by applicable law.

Trustee McKnight presented the foregoing resolution which was seconded by Trustee Foster,

The vote on the foregoing resolution was as follows: **APPROVED**

Barry Cheney, Trustee, voting	<u>Aye</u>
Carly Foster, Trustee, voting	<u>Aye</u>
Thomas McKnight, Trustee, voting	<u>Aye</u>

Mary Collura, Trustee, voting Aye

Michael Newhard, Mayor, voting Aye

I, RAINA ABRAMSON, Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at the regular meeting of the Village Board of the Village of Warwick duly called and held on Monday, November 6, 2023 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 9<sup>th</sup> day of November 2023.

SEAL



\_\_\_\_\_  
Raina M. Abramson, Village Clerk

## VILLAGE OF WARWICK

### LOCAL LAW NO. 2 OF THE YEAR 2023

A Local Law establishing a one (1) year moratorium on the acceptance and processing of applications for land use approvals for public utility facilities involving energy storage systems in the Village of Warwick.

BE IT ENACTED that the Village of Warwick imposes a moratorium on approval of public utility facilities involving energy storage systems as follows:

#### **Section 1.**     **Authority**

This Local Law is adopted pursuant to the provisions of the Municipal Home Rule Law of the State of New York.

#### **Section 2.**     **Short Title**

This Local Law shall be known as: "The Village of Warwick Temporary Moratorium on the Acceptance and Processing of Applications for Approval of Public Utility Facilities Involving Energy Storage Systems."

#### **Section 3.**     **Definitions**

"Code" means the Village of Warwick Code.

"Public utility facilities involving energy storage systems" means any building or site at which electricity is stored in batteries for purposes of supplying power to the electrical utility grid.

"Village" means the Village of Warwick.

"Village Board" means the Village Board of the Village of Warwick.

"Village Clerk" means the Village Clerk of the Village of Warwick.

#### **Section 4.**     **Legislative Purpose**

The Village of Warwick has recently experienced serious fires at public utility facilities involving energy storage systems which posed a grave risk to the health, welfare and safety of Village residents. The Village Board of the Village of Warwick has determined that the Village Code lacks provisions sufficient to oversee the approval and safe operation of public utility facilities involving energy storage systems. The intent of this Local Law is to impose a one (1) year moratorium on the acceptance and processing of applications for land use approvals for public utility facilities involving energy storage systems in the Village of Warwick in order to afford the Village Board time to develop and enact local regulations sufficient to oversee the approval and safe operation of the same.



**Section 5. Imposition of Moratorium**

For a period of one (1) year from and after the effective date of this Local Law, except as provided in Sections "6" and "7" below no applications for land use approvals for public utility facilities involving energy storage systems shall be accepted or processed by the Village for any real property located in the Village of Warwick.

**Section 6. Exemptions**

This Local Law shall not apply to any application for approval of a public utility facility involving energy storage systems designed for and installed in a residential use.

**Section 7. Alleviation of Extraordinary Hardship**

A. The Village Board may authorize exceptions to the moratorium imposed by this Local Law when it finds, based upon evidence presented to it, that deferral of action on an application for approvals for public utility facilities involving energy storage systems during the term of this moratorium would impose an extraordinary hardship on a landowner or applicant.

B. An application for an exception based upon extraordinary hardship shall be filed with the Village Clerk, including a fee of Five Hundred and 00/100 Dollars (\$500.00) for each tax map parcel claimed to be subject to extraordinary hardship, by the landowner or the applicant, upon the consent of the landowner. The application shall provide a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information and/or documentation as the Village Board shall prescribe as necessary for the Village Board to be fully informed with respect to the application.

C. A public hearing on any application for an exception to this Local Law based upon extraordinary hardship shall be held by the Village Board at a meeting of the Village Board no later than thirty (30) days after the complete application for an extraordinary hardship exception has been filed with the Village Clerk. The Village Board shall determine, by resolution duly adopted, when an application based upon extraordinary hardship is complete.

D. In reviewing an application for an exception based upon a claim of extraordinary hardship, the Village Board shall consider the following criteria:

1. The extent to which the proposed development impacts environmentally sensitive land, would cause environmental degradation, or would adversely impact nearby properties and the neighborhood.
2. Whether the moratorium will expose a property owner or applicant to substantial monetary liability to a third person or would leave the property owner or applicant completely unable, after a thorough review of alternative solutions, to have a reasonable alternative use of the property.
3. The extent to which actions of the applicant were undertaken in the good faith belief that the proposed development of a public utility facilities involving

energy storage systems constituted an approvable use under the existing provisions of the Village Code.

E. Mere delay or concern that new regulations regarding public utility facilities involving energy storage systems may be adopted is insufficient to constitute an extraordinary hardship under this section.

F. At the conclusion of the public hearing and after reviewing the evidence and testimony placed before it, the Village Board shall, in its sole discretion, act upon the application for an exception based upon extraordinary hardship. The Village Board may approve, deny or approve in part and deny in part the application being acted upon.

**Section 8. Default Approvals Abolished.**

Notwithstanding any law, rule, or regulation to the contrary, no applications for public utility facilities involving energy storage systems shall be granted, deemed granted, or dispensed with as a result of the passage of time during the effective period of this moratorium. Any and all land use approvals for public utility facilities involving energy storage systems granted during the period of the moratorium shall require the affirmative vote of the reviewing board(s) with jurisdiction and endorsement of the plat or plan as otherwise required by law.

**Section 9. Penalties.**

A. Any person, firm or entity that operates a public utility facility involving energy storage systems without required approvals shall otherwise violate any of the provisions of this Local Law shall be subject to:

1. Such penalties as may otherwise be provided by applicable local laws, ordinances, rules, regulations of the Village for violations; and
2. A fine not to exceed \$500.00 per day from the date that any action is taken in contravention of this local law, together with any other civil remedies available at law; and
3. Injunctive relief in favor of the Village to cease any and all such actions which conflict with this Local Law and, if necessary, to remove any such uses that may have taken place in violation of this Local Law.

B. Any application accepted or approval granted in violation of this Local Law shall be null and void.

**Section 10. Extension or Termination of Moratorium.**

A. This moratorium may be extended by two (2) additional periods of up to six (6) months each by resolution of the Village Board upon a finding of need for such extension(s).

B. This moratorium, and any extensions thereof, may be terminated at any time by resolution of the Village Board.

**Section 11. Validity**

In the event that any section, sentence, clause or phrase of this Local Law is held to be invalid or unconstitutional by any court of competent jurisdiction, said holding shall in no way affect the validity of the remaining portions of this Local Law.

**Section 12. 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.

## INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made as of the 1<sup>st</sup> day of January, 2025, between the TOWN OF WARWICK, a municipal corporation of the State of New York, with offices located at 132 Kings Highway, Warwick, New York 10990 (hereinafter "TOWN OF WARWICK") and the VILLAGE OF WARWICK, a municipal corporation of the State of New York, with offices located at 77 Main Street, Warwick, New York 10990, (hereinafter "VILLAGE OF WARWICK").

WHEREAS, the TOWN OF WARWICK has entered into a contract with Millenium Strategies LLC, whereby, for a period of twelve (12) months, commencing on January 1, 2025, Millenium Strategies will provide grant counseling services on behalf of the TOWN OF WARWICK, the VILLAGE OF WARWICK, the Village of Greenwood Lake, and the Village of Florida, for a flat retainer fee of \$4,000.00 per month, not to exceed \$48,000.00, *per annum* (hereinafter the "Town/Millenium Contract"); and

WHEREAS, the VILLAGE OF WARWICK agrees to accept such grant counseling services provided by Millenium Strategies LLC; and

WHEREAS, the VILLAGE OF WARWICK agrees to share in the cost of such grant counseling services provided by Millenium Strategies LLC; and

WHEREAS, the parties believe it is in their best interest to enter into this Agreement to more fully define the rights and obligations of the parties in accordance with the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt or existence and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The VILLAGE OF WARWICK shall pay to the TOWN OF WARWICK the sum of \$5,000.00, as contribution towards the cost of grant counseling services provided by Millenium Strategies LLC, under the Town/Millenium Contract for the period of twelve (12) months, commencing on January 1, 2025.

2. The VILLAGE OF WARWICK shall enjoy its own independent grant counseling services provided by Millennium Strategies LLC, under the Town/Millenium Contract, and the VILLAGE OF WARWICK shall not require the permission of, or authorization from, the TOWN OF WARWICK in order to make and/or submit any grant application.

3. The parties acknowledge and agree that this Agreement embodies the entire understanding between the parties with respect to its subject matter, and it has been entered into only after independent investigation and without reliance upon any representation or promise not contained herein. The parties specifically disclaim the making of any representations not embodied herein and specifically disclaim reliance thereon any representations, except for those matters set forth in the Town/Millenium Contract, a copy of which is attached hereto as Schedule "A" and incorporated herein by reference, that are not contrary or inconsistent with the provisions herein, and those matters shall at all times remain in full force and effect

4. This Agreement may not be changed orally but only by a further agreement in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TOWN OF WARWICK

By: \_\_\_\_\_  
Jesse Dwyer, Supervisor

VILLAGE OF WARWICK

By: \_\_\_\_\_  
Michael Newhard, Mayor

**SCHEDULE "A"**

**Millennium Strategies LLC  
25 Smith Street, Suite 401,  
Nanuet, NY, 10954**

This Agreement is made and entered into on this 15<sup>th</sup> day of November, 2024 by and between *Millennium Strategies LLC* (herein referred to as "Consultant") located at 25 Smith Street, Suite 401, Nanuet, NY, 10954 and *Town of Warwick* (herein referred to as "Client") located at 132 Kings Highway, Warwick, NY, 10990.

**SCOPE OF SERVICES**

Consultant will provide Grant Consulting Services on behalf of the Town of Warwick, Village of Warwick, Village of Florida, and Village of Greenwood Lake (Client). Specific services to be rendered are outlined and described below:

*Create a Strategic Plan* – Consultant will create a Strategic Plan for grant research and funding to be pursued in keeping with the Client's budgets, capital plans and other identified objectives. This process will include coordination of necessary meetings with administrators, department heads, supervisors, and key personnel to determine future funding goals and how best to achieve them.

*Research / Notification of Grant Opportunities* – Consultant will research all available governmental and non-governmental grant opportunities that support the Client's priorities on a continual basis throughout the duration of the contract period. Grant summaries will be provided to Client personnel that are consistent with the Strategic Plan.

*Complete Grant Writing* – Consultant will complete all grant applications, both presented by Consultant and identified by the Client, in accordance with funding guidelines established by funding agencies, on a continuing basis throughout the duration of the contract period. This includes all necessary follow-up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of the Client as well as advising of technical requirements and criteria associated with grants.

*Monthly Reporting* – Consultant will submit a monthly report detailing all activities undertaken by Consultant on behalf of the Client as well as a monthly invoice of services rendered. The monthly report will include all grants recommended, grants awarded, grants submitted and pending approval, grant applications-in-progress, as well as grants denied providing the Client with an ongoing assessment of Consultant's efforts on a regular basis.

**FEE SCHEDULE**

Consultant shall render Scope of Services on behalf of Client for a flat retainer fee of \$4,000.00 per month, for an amount not to exceed \$48,000.00 per annum. Consultant's fee is not contingent upon the successful award of grant funding. There are no hidden costs associated with this fee structure which includes all travel time and expenses.

**TERM**

This Agreement shall be for a period of twelve (12) months commencing on January 1, 2025. This agreement may be automatically renewed on an annual basis with the written consent of both Client and Consultant.

**TERMINATION**

Either party may terminate this Agreement at any time by giving written notice, delivered by registered mail to the office of the other party. Termination shall occur 30 days after posting of notice. Client will be responsible for any fee's incurred prior to posting of notice.



**Millennium Strategies LLC  
25 Smith Street, Suite 401  
Nanuet, NY 10954**

**HOLD HARMLESS**

Each party hereby agrees to indemnify and hold the other party harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents, servants, subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

**ASSIGNABILITY**

This Agreement is not assignable without the prior written consent of both Client and Consultant.

**BINDING**

This Agreement shall be binding upon each party's successors or assignees.

**LAW**

The terms of this Agreement shall be governed by the laws of the State of New York

**DISPUTES**

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought, shall be venued in the Supreme Court of New York. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Supreme Court of New York, in such dispute or proceeding.

**ACKNOWLEDGED, AGREED TO AND ACCEPTED BY:**

Date:

11/18/24

For: Millennium Strategies LLC




Name: Edward Farmer  
Title: President and CEO

Date:

11/15/24

For: Town of Warwick



Name: Jesse Dwyer  
Title: Supervisor



Pitingaro & Doetsch  
Consulting Engineers

20 Industrial Drive | Middletown, NY 10941  
info@panddengineers.com  
p. (845) 703-8140

January 23, 2025

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

Re: Warwick Village Well #3 Water Treatment Plant  
General Contract Payment Application #4

Dear Mayor Newhard and Board of Trustees:

Please let this letter serve as background for the above-mentioned payment application.

We have reviewed the Application for Payment #4 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of January 23, 2025, submittals are 95% complete, and the filter units have been received by the Contractor as reflected in the payment application.

The Contractor has also requested 100% payment for bonds and insurance. The project's Technical Specifications, Section 01290 – Payment Procedures-Item 6, allows for the payment of these items at a rate of 25% per month for the first four months of the project.

We recommend the approval of the payment of \$70,925.57. The balance amount to close the project, including retainage, is \$1,060,422.18.

Should you have any questions or require anything further in this matter, please contact our office.

Very truly yours,

Darren D. Doetsch, PE  
Vice President

DDD/AB/llk

G:\Shared Drives\Engineering\Warwick (V)\248101 - Well 3 Construction Management\03 - Construction\Pay Apps\GC\Pay App #4\20250123  
Letter To Board Pay App 4.Docx



# AIA Document G702® - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> Village of Warwick 77 Main Street, Warwick, NY	<b>PROJECT:</b> Well #3 WTP	<b>APPLICATION NO:</b> 004 <b>PERIOD TO:</b> January 31, 2025 <b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> 2431 / /	<b>Distribution to:</b> OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> TAM Enterprises, Inc. 114 Hartley Road, Goshen, NY 10924	<b>VIA ARCHITECT:</b> Pitingaro & Doetsch 20 Industrial Drive Middletown, NY 10941		

### CONTRACTOR'S APPLICATION FOR PAYMENT

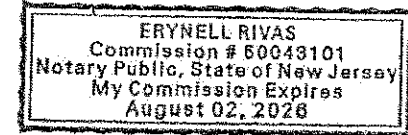
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703<sup>®</sup>, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$1,196,000.00
2. NET CHANGE BY CHANGE ORDERS .....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$1,196,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$142,713.50
<b>5. RETAINAGE:</b>	
a. 5.00 % of Completed Work (Column D + E on G703) .....	\$3,903.25
b. 5.00 % of Stored Material (Column F on G703) .....	\$3,232.43
Total Retainage (Lines 5a + 5b or Total in Column I of G703) .....	\$7,135.68
6. TOTAL EARNED LESS RETAINAGE .....	\$135,577.82
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$64,652.25
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$70,925.57
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$1,060,422.18
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$0.00</b>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** TAM Enterprises, Inc. Date: 1/22/25  
 By: [Signature]  
 State of: New Jersey  
 County of: Bergen  
 Subscribed and sworn to before me this 22<sup>nd</sup> day of Jan, 25  
 Notary Public: [Signature]  
 My Commission expires: [Signature]



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$70,925.57  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** [Signature] Date: 1/23/2025  
 By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA Document G703® – 1992

## Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004  
APPLICATION DATE: January 31, 2025  
PERIOD TO: January 31, 2025  
ARCHITECT'S PROJECT NO: Pitingaro & Doetsch

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G+C)			
1	Bonds and Insurance	29,900.00	22,425.00	7,475.00	0.00	29,900.00	100.00%	0.00	1,495.00
2	Submittals	50,700.00	45,630.00	2,535.00	0.00	48,165.00	95.00%	2,535.00	2,408.25
3	Mobilization/Demobilization	22,183.00	0.00	0.00	0.00	0.00	0.00%	22,183.00	0.00
4	Demolition of Existing Treatment Building and Well Pump	51,047.00	0.00	0.00	0.00	0.00	0.00%	51,047.00	0.00
5	Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and all other items specified	267,460.00	0.00	0.00	0.00	0.00	0.00%	267,460.00	0.00
6	Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections by others	140,810.00	0.00	0.00	0.00	0.00	0.00%	140,810.00	0.00
7	Furnish and Install SCADA panel and system.	34,602.00	0.00	0.00	0.00	0.00	0.00%	34,602.00	0.00
8	Furnish and Install UV system and appurtenances.	85,294.00	0.00	0.00	0.00	0.00	0.00%	85,294.00	0.00
9	Furnish and Install an 80-kw natural gas generator with weather	57,890.00	0.00	0.00	0.00	0.00	0.00%	57,890.00	0.00

AIA Document G703 – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:20:05 ET on 01/22/2025 under Order No. 4104242640 which expires on 02/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(389ADAA2)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G+C)			
	enclosure and compatible ATS including natural gas piping. Electrical Connections by others								
10	Furnish and Install a chemical injection system	26,275.00	0.00	0.00	0.00	0.00	0.00%	26,275.00	0.00
11	Furnish and Install cartridge filter housings	86,198.00	0.00	0.00	64,648.50	64,648.50	75.00%	21,549.50	3,232.43
12	Furnish and Install a flow meter turbidity analyzer chloriner residual analyzers chart recorders pressure gauges a pressure transmitter and all other instrumentation specified	101,585.00	0.00	0.00	0.00	0.00	0.00%	101,585.00	0.00
13	Furnish and Install a mini split system electrical unit heaters and an exhaust fan and louver.	23,953.00	0.00	0.00	0.00	0.00	0.00%	23,953.00	0.00
14	Furnish and Install a ductile iron pipe and fittings.	64,354.00	0.00	0.00	0.00	0.00	0.00%	64,354.00	0.00
15	Furnish and Install a shower and eyewash station combination unit	6,190.00	0.00	0.00	0.00	0.00	0.00%	6,190.00	0.00
16	Furnish and Install ADA compliant bathroom	12,176.00	0.00	0.00	0.00	0.00	0.00%	12,176.00	0.00
17	Furnish and Install all water supply piping and	7,208.00	0.00	0.00	0.00	0.00	0.00%	7,208.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G+C)			
	drainage piping								
18.	Start-up	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00	0.00
19	Punch List	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00	0.00
20	Close out	7,475.00	0.00	0.00	0.00	0.00	0.00%	7,475.00	0.00
21	Stated Allowance for Unforeseen Items	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,196,000.00</b>	<b>\$68,055.00</b>	<b>\$10,010.00</b>	<b>\$64,648.50</b>	<b>\$142,713.50</b>	<b>11.93%</b>	<b>\$1,053,286.50</b>	<b>\$7,135.68</b>

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

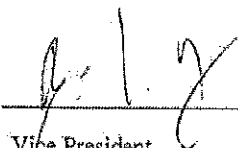
Name of Claimant: TAM Enterprises, Inc  
Name of Customer: TAM Enterprises, Inc  
Job Location: Well #3 WTP  
Owner: Village of Warwick  
Date Through: January 31, 2025  
Exceptions: \_\_\_\_\_  
\_\_\_\_\_

**Unconditional Waiver and Release Signature**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed above, the Releases or Waivers of Lien attached hereto, include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens or encumbrances or the right to assert fees or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

The claimant has received the following progress payment: \$64,652.25

The current payment amount is: \$70,925.57

Claimant's Signature:   
Claimant's Title: Vice President  
Date of Signature: 1/22/25

## SALES INVOICE # INV-520597-1

Purchase Order	Payment Terms	Invoice Date	Final Payment Due
2431	See Table	11/05/2024	by
			08/31/2025

**BILL TO**

Tam Enterprises  
 114 HARTLEY RD  
 GOSHEN, NY 10924-6511  
 accountspayable@TAMEnterprises.com,  
 amy@tamenterpises.com

**SHIP TO**

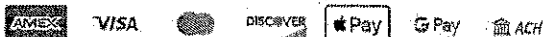
Tam Enterprises  
 114 HARTLEY RD  
 GOSHEN, NY 10924-6511  
 Shipping Terms Delivered

Line	Item Description	Quantity	Rate	Amount
1	MUNI-3-3FL-304 SO-319801 HARMSCO® Hurricane® Muni Housing, NSF61, Holds (3) HC/170 series cartridge, 3" Flanged, 304SS, EP Finish, Rated for 150 PSI	Each 4	\$ 15,471.87	\$ 61,887.48
2	HC/170-5 SO-319801 Premium Hurricane® Polyester Cartridges, NSF 61 Certified, 5 Micron, 170 sq. ft.	Each 6	\$ 250.89	\$ 1,505.34
3	HC/170-LT2 SO-319801 LT2 Series, Harmsco Hurricane® Cartridge, Micro-Fiber 1 Micron Absolute (NSF 61 Listed) Rated up to 100 GPM	Each 6	\$ 739.23	\$ 4,435.38

**SubTotal** \$ 67,828.20

Click to pay online →

**Grand Total:** \$ 67,828.20



**Outstanding:** \$ 67,828.20

#	Payment Term	Due Date	Invoice Portion	Payment Amount
1	Net 30 Due Net 30 from Submittal Approval, but PRIOR to Scheduled Delivery	12/05/2024	10.0%	\$ 6,782.82



## SALES INVOICE # INV-520597-1

#	Payment Term	Due Date	Invoice Portion	Payment Amount
2	Net 30 Due Net 30 from Delivery (Date is estimated)	01/04/2025	85.0%	\$ 57,653.97
3	Net 30 Retainage Due upon Project Completion	08/31/2025	5.0%	\$ 3,391.41

**REMIT ACH PAYMENT TO**

Routing #: 021052053

UPIC/Acct #: 61045479

Please email details to: [accounting@filtersource.com](mailto:accounting@filtersource.com)**REMIT CHECK PAYMENT TO**

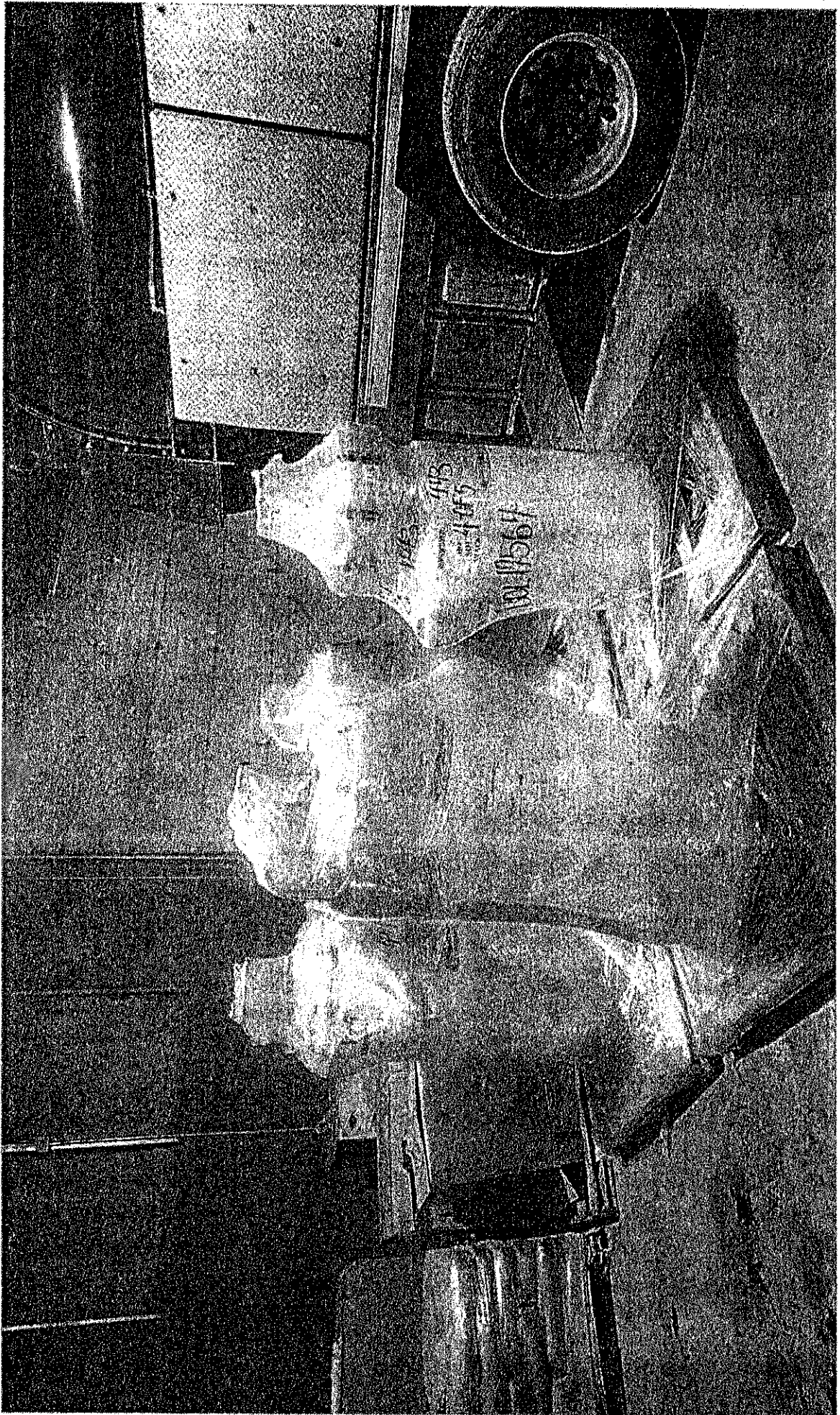
Filtersource.com, Inc.

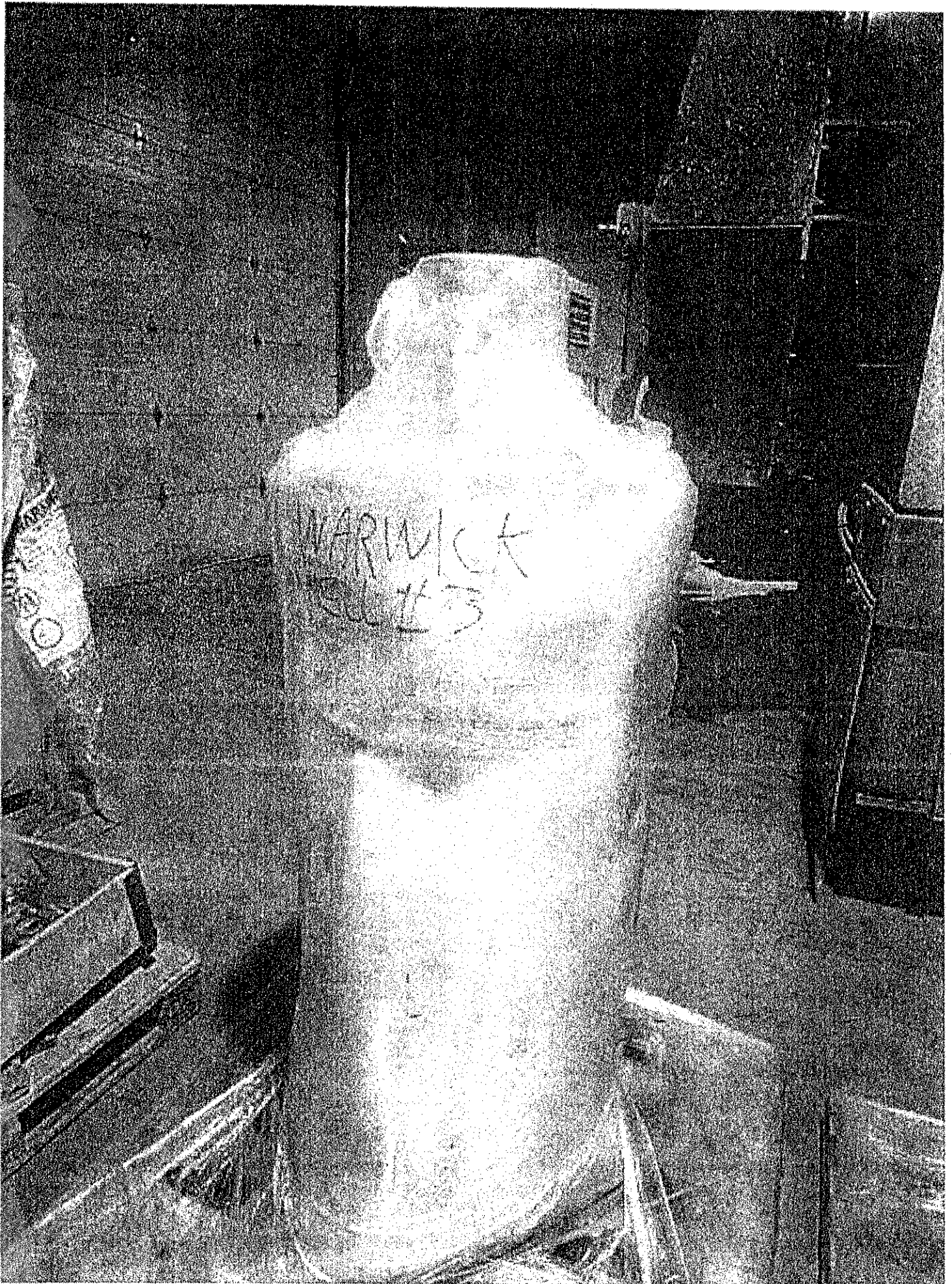
228 Park Ave S

PMB 39157

New York, New York 10003-1502

This document is subject to our **Standard Terms of Sale**. Please visit [filtersource.com/legal](http://filtersource.com/legal) to view our complete terms & conditions.





MARWICK  
EQU 153

**VIII. CHANGE ORDER**

Change Order No. 2024 - 2

Date: January 30, 2025

Agreement Date: April 2, 2024

Name of Project: Pole Barn of DPW, Village of Warwick

Owner: Village of Warwick, NY

Contractor: TAM Enterprises, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

JUSTIFICATION: Change of the project's contract price to provide credit for interior framing performed by Project Owner (Village of Warwick)

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$	<u>242,850.00</u>
Current Contract Price adjusted by previous Change Order	\$	<u>242,850.00</u>
The Contract Price due to this Change Order will be <del>(increased)</del> (decreased) by \$		<u>10,880.00</u>
The new Contract Price due to this Change Order will be	\$	<u>231,970.00</u>

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (date).

APPROVALS REQUIRED:

To be effective this Order must be approved by the Federal Agency.

Requested by: TAM Enterprises, Inc

Recommended by: Engineering & Surveying Properties, PC  
PROJECT ENGINEER/MUNICIPALITY

Approved by: \_\_\_\_\_  
OWNER

Accepted by: \_\_\_\_\_  
CONTRACTOR

Community Development Approval (Federal Agency): \_\_\_\_\_



Montgomery Office:  
71 Clinton Street  
Montgomery, NY 12549  
phone: (845) 457-7727  
fax: (845) 457-1899

Goshen Office:  
262 Greenwich Ave, Suite B  
Goshen, NY 10924  
phone: (845) 457-7727

[www.EngineeringPropertiesPC.com](http://www.EngineeringPropertiesPC.com)

January 30, 2025

**VILLAGE OF WARWICK BOARD OF TRUSTEES  
77 MAIN STREET  
WARWICK, NY 10990**

**ATT: MAYOR MICHAEL NEWHARD**

**RE: POLE BARN FOR VILLAGE DPW  
24 MEMORIAL PARK DRIVE  
W.O. #1804.12**

Dear Mayor Newhard and Trustees:

We have completed our construction inspection for the work performed by TAM Enterprises, Inc., for the Pole Barn for Village DPW project. We have established January 23, 2025 as the date of substantial completion.

Sincerely,  
Engineering & Surveying Properties, PC, Village Engineers

Keith Woodruff, CFM, CPESC  
Senior Engineer

cc: Scott Reid, TAM Enterprises, Inc.

# Memo

**DATE:** January 29, 2025

**TO:** Mayor Newhard & The Village Board

**FROM:** Mike Moser, DPW Supervisor

**SUBJECT:** DIG SAFE Safety Event

Motion to grant permission to allow DPW Employees to attend UDIG NY Spring into Safety Event. This is a free event offered March 4, 2025, at Newburgh Armory, Newburgh NY and March 27 at The Walkkill Golf Course, Middletown, NY. The purpose of the event is to refresh NYS Code Rule 753 and safe digging practices. This event is from 8:00am until 10:00am with Registration at 7:30am.

Employees will be split between the two days so as not to cause loss of workday coverage. Village vehicles will be used for transportation.

**March 4, 2025 – Mike Finelli, Jason Makuch, Chris Kane, Mike Faulls, Andrew D'Alessandro, Dylan Gerstner**

**March 27, 2025 – Mike Moser, Chris Bennett, Tony Rivera, Tim Palmer, Matt Hann**

# Spring into Safety In-Person Training:

March 4 – Newburgh

Mike Finelli  
Jason Makuch  
Chris Kane  
Mike Faulls  
Andrew D'Alessandro  
Dylan Gerstner

March 27 – Middletown

Mike Moser  
Christopher Bennett  
Tony Rivera  
Tim Palmer  
Matt Hann



Hudson Valley

In-Person Event

Join UDIG NY for a **FREE Spring into Safety breakfast event** to refresh your knowledge about **NYS Code Rule 753** and safe digging best practices, and to hear from utility representatives.

This event is brought to you with support from



# Memo

**Date:** January 27, 2025

**To:** Mayor Newhard & the Village Board

**From:** Assistant DPW Supervisor

**Re:** NYSBOC Training

Motion to approve Membership Application and Fees to Tri County Chapter of NYSBOC, Inc. and NYSBOC Rockland. This application is for Assistant DPW Supervisor, Michael Finelli. Membership is necessary to attend training seminars required to hold Code Enforcement Certification. Monies are available - Budget Line A5010.4750.

NYSBOC Rockland Membership - \$50.00

Tri County Chapter NYSBOC - \$65.00



**2025 Membership Application / Renewal Form**  
**New York State Building Officials Conference Rockland**  
**NYSBOC Rockland**

**Annual Dues \$50.00 Make check payable to NYSBOC Rockland Chapter**

***\*Renewing Members please highlight any changes***

***Please be sure to provide your NYSDOS ID Number - NY.....***

Date: January 15, 2025

I hereby apply for membership in the Rockland County Chapter of NYSBOC

Name: Michael A. Finelli

Address: \_\_\_\_\_

City/Town: Warwick

State: NY Zip 10990

Title: Assistant DPW Supervisor

Municipality/Company: Village of Warwick

Email: AssistantdpwSupervisor@villageofwarwick.org

Code Used: State  Local  Both

ICC Membership # \_\_\_\_\_

NYSDOS ID # 1124-0449

Phone # \_\_\_\_\_

Member Status: Active  Retired  Honorary

New Member: Yes  No

**Membership type:**

- Active:** Restricted to Public Officials actively engaged in an official capacity within NYS in any governmental department or bureau engaged in the enforcement, administration, or formulation of laws and ordinances relating to buildings and other structures.
- Associate:** Active members who are no longer eligible for active membership and public officials other than building officials.
- Honorary:** Conferred upon individuals of distinction who have rendered outstanding service.
- Cooperating:** Architects, engineers, and representatives of non-profit technical and professional organizations who are interested in building codes and building construction standards.

**Return Form and Payment to:**  
**NYSBOC Rockland Chapter, PO Box 155, Tallman, NY 10982**



**Tri County Chapter of NYSBOC, Inc.**  
**PO Box 222**  
**Kauneonga Lake, NY 12749**

**MEMBERSHIP APPLICATION**

Name: Michael A. Fiorelli  
Street Address: \_\_\_\_\_  
Town Address: Warwick, NY  
Municipality: Village of Warwick  
Business / Firm: \_\_\_\_\_  
E-mail: AssistantCpuSupervisor@VillageofWarwick.org  
Phone: 845-699-3815 (Daytime phone #)  
Fax: \_\_\_\_\_ (2nd communication)  
Cell Phone: 845-699-3815 (Optional)

**Membership Types**

- Active Member \$65.00 Building/Fire Officials
- Associate \$65.00 Public Officials, including Retired Building Officials
- Cooperating \$65.00 Architects, Engineers, & Non-Profit Organizations
- Participating \$65.00 Manufactures, Contractors, & Other Firms
- Courtesy E-Mailings to NYSBOC Chapters, Regional Chapters, etc.

NYS ID #: 1124 0449 FDID#: \_\_\_\_\_

Send THIS APPLICATION & PAYMENT/ VOUCHER to:

Tri-County Chapter NYSBOC  
Attn: BJ Gettel, Treasurer  
PO Box 222  
Kauneonga Lake, NY 12749  
845-807-2273 (C)  
845-583-4710 (F)  
Email: Admin@tricountynysboc.org

VILLAGE OF WARWICK  
LOCAL LAW NO. \_\_\_ OF THE YEAR 2025

A local law amending Village of Warwick Village Code Chapter 34 – “Amusements and Exhibitions.”

SECTION 1. PURPOSE

The purpose of this Local Law is to promote the public health, safety and welfare by amending Village of Warwick Village Code Chapter 34 – “Amusements and Exhibitions” to delete and revise certain obsolete provisions.

SECTION 2. MUNICIPAL HOME RULE LAW:

This law is adopted pursuant to the provisions of the Municipal Home Rule Law § 10(1)(ii)(a)(1) which grants local governments the authority to enact local laws regarding the public health, safety and welfare. To the extent the provisions of this Local Law are in conflict with State law, the Village Board hereby asserts its intention to supersede same pursuant to the Municipal Home Rule.

SECTION 3. AMENDMENT OF VILLAGE CODE:

The following amendments are hereby made to Village of Warwick Village Code Chapter 34 – “Amusements and Exhibitions”:

1. The title of Chapter 34 is hereby changed to “AMUSEMENTS AND EXHIBITIONS ON PRIVATE PROPERTY”.
2. Section 34-2, entitled “License required for operation of certain amusement devices”, is hereby repealed. Provided, however, Section 34-2 shall remain in the Village Code as a blank placeholder reserved for potential future legislation.
3. Section 34-3(A)(3) is hereby repealed and re-enacted to read “Phone number, email, or other direct contact information for applicant.”
4. Section 34-3(C) is repealed.
5. Section 34-5(A) is hereby repealed. Provided, however, Section 34-5(A) shall remain in the Village Code as a blank placeholder reserved for potential future legislation.
6. Section 34-8, entitled “Rules of conduct for licensees” is hereby repealed and re-enacted to read as follows:

“§34-8 Criteria for grant of license.

In considering an application for a license under this Chapter, the Village Board may require of such additional information as it deems necessary or appropriated. In determining whether or not to grant a license under this Chapter, the Village Board shall consider the following criteria:

- A. Whether the public exhibition and the traffic generated by it will substantially interrupt the safe and orderly movement of other traffic in the Village.
- B. Whether provision has been made for adequate parking for the public exhibition.
- C. Whether the public exhibition will result in additional demands on public services, such as police, firefighters, and Emergency Medical Services.
- D. Whether the concentration of persons, animals and vehicles involved in the public exhibition have an adverse impact on neighboring properties and the community in which the public exhibition is proposed to be held.
- E. Whether the public exhibition may result in injury to persons or property, or provoke or result in disorderly conduct or create a disturbance.
- F. Whether adequate provision has been made for any sanitary facilities and for collection and disposal of any garbage, refuse or waste at the public exhibition.
- G. Whether the public exhibition is proposed to be held on dates when other public exhibitions or events are being held in the Village and, if so, whether the cumulative impact of holding multiple public exhibitions or events would be harmful to the public health, safety and welfare.

7. Section 34-8.1, entitled “Hours of operation” is hereby repealed and re-enacted to read as follows:

“§38.1 Conditions on license.

In granting a license under this Chapter, the Village Board may impose reasonable conditions including, without limitation, setting hours of operation.”

8. Section 34-10(C) is repealed.

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, word, section or part of this local law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which judgment shall have been rendered.

SECTION 5. EFFECTIVE DATE

This local law will take effect immediately upon filing in the Office of the Secretary of State in Albany.

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

Close Public Hearing -Chapter 34 'Amusements and Exhibition'

A **MOTION** was made by Trustee Cheney, seconded by Trustee Collura and carried to close the Public Hearing to amend Village of Warwick Village Code Chapter 34 - 'Amusements and Exhibition.'

The vote on the foregoing **motion** was as follows: **APPROVED**

Trustee Cheney Aye Trustee Foster Aye Trustee Collura Aye

Trustee McKnight Absent Mayor Newhard Aye

I, RAINA ABRAMSON, Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at the regular meeting of the Village Board of the Village of Warwick duly called and held on Tuesday, January 21, 2025 and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 27<sup>th</sup> day of January 2025.

SEAL

Raina M. Abramson, Village Clerk

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



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

VILLAGE OF WARWICK  
INCORPORATED 1867

RECEIVED  
JAN 22 2025  
VILLAGE OF WARWICK  
CLERK'S OFFICE

**Facility Use Request Form**  
**For Gatherings of Less Than 200 People**

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: 1/22/2025

Title of Event: OC Bombers 10u Softball Tournament

Purpose of Event: Fundraising tournament for our softball team

**SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY**

Railroad Green       Stanley-Deming Park       Lewis Woodlands

Veterans Memorial Park       Veterans Memorial Park Pavilion

*\*Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

South Street Lot     1<sup>st</sup> Street Lot     Chase Lot (non-permit only)  
 Spring Street Lot     Wheeler & Spring St. Lot     Upper CVS Lot     Lower CVS Lot

Village of Warwick Streets: \_\_\_\_\_

**SECTION 2: DATE AND TIME REQUESTED**

Date(s) Requested: July 25, 26, 27 2025    Rain Date Requested: \_\_\_\_\_

Arrival Time: 8am      Departure Time: 9pm

Event Start Time: 9am      Event End Time: 9pm

**SECTION 3: APPLICANT INFORMATION**

Check one:  Non-Profit Organization     Commercial/Business Organization     Family

*\*For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Thomas Pakenham

*\*Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 16 Beverly Dr. Warwick NY 10990

Email Address: TPB496@gmail.com Cell Phone: 845-258-0105

Proof of Town of Warwick Residency of Responsible Party:  Driver's License  Utility Bill

Name of Organization (if Applicable): Orange County (OC) Bombers Softball

Name of Organization's Director(s)/Officer(s): Gina Marchese

Organization's Phone: 845-548-9825 Email Address: OCBomberstravelball@gmail.com

Mailing Address of Organization: 26 Bristol Drive, Middletown NY 10941

Physical Address of Organization: 26 Bristol Drive, Middletown NY 10941

**SECTION 4: EVENT INFORMATION**

Maximum Number of People Intended at the Event: 150

\* If greater than 200 people, at any given time DO NOT complete this form. See instructions.

# of Adults: \_\_\_\_\_ # of People Under 18: \_\_\_\_\_

Expected Number of Vehicles Intended at the Event: 25-30

Please explain the parking plan for the event: Plan is to use parking lots a Memorial Park for the event

**WILL YOUR EVENT INCLUDE:**

**CHECK YES OR NO**

<b>Greater than 200 people at any given time</b> <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <input checked="" type="checkbox"/>
<b>Music / Loudspeakers / Sound System</b> <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes _____ No <input checked="" type="checkbox"/>
<b>Parade, walk, road race, etc.</b> <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i>	Yes _____ No <input checked="" type="checkbox"/>
<b>Tent(s)</b> <i>Include a map detailing the placement of the tent(s).</i> <i>Date &amp; time tent will be set up: _____</i> <i>Date &amp; time tent will be removed: _____</i>	Yes _____ No <input checked="" type="checkbox"/>



<b>RVs, Campers, Food Trucks, etc.</b> If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
<b>Admission Fee to Be Charged</b> If yes, please list the admission fee: _____	Yes _____ No <input checked="" type="checkbox"/>
<b>Alcohol</b> Host Liquor Liability Insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
<b>Food will be served or sold</b> If yes, explain the method of food distribution and disposal of trash: <i>We plan to work with Warwick Little League for concession stand for food</i> <small>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information.          *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</small>	Yes <input checked="" type="checkbox"/> No _____
<b>Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc.</b> If yes, explain: _____ Additional contract(s) and/or insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
<b>Animals:</b> (Example, horses, pony rides, petting zoo, etc.) If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
<b>Portable Toilets</b> Placement of portable toilets must be detailed on the map that is required with the application. <i>Warwick Little League is providing toilet</i>	Yes _____ No <input checked="" type="checkbox"/>
<b>Other</b> Please explain: _____	Yes _____ No _____

**SPECIAL REQUESTS:**

**CHECK YES OR NO**

<b>Road Closure</b> List road(s): _____ Closed between the hours of _____ and _____ Number of 'No Parking' meter bags requested, if applicable: _____	Yes _____ No <input checked="" type="checkbox"/>
<b>Use of Village-owned tables and chairs</b> Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____	Yes _____ No <input checked="" type="checkbox"/>
<b>Use of Electricity</b>	Yes _____ No <input checked="" type="checkbox"/>
<b>Use of Memorial Park Football/Over 35 Field Lights</b> Additional fee required for use of field lights.	Yes _____ No <input checked="" type="checkbox"/>

Use of Memorial Park Pavilion Lights	Yes ___ No <u>X</u>
Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes ___ No <u>X</u>
Other Please explain: <u>Warwick Little League will allow us to use</u>	Yes <u>X</u> No ___

*concession toilets*

**SECTION 5: FEES/SECURITY DEPOSIT**

*Fees and Security Deposit are Due Upon Application / Checks payable to: The Village of Warwick*

\$200 Security Deposit - (*Must be a Separate Payment*)

Memorial Park Football/Over 35 Field Lights (circle one) - \$10 per day or \$300 per season

TOTAL FEES: \$ 200 (excluding security deposit)

**SECTION 6: INDEMNITY & HOLD HARMLESS**

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 of Warwick for the use and care of the facilities. He/she, on behalf of OC Bombers (Name of Organization) 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 Village's property, facilities and/or services by OC Bombers (Name Organization).

Thomas Pakenham  
Printed Name of Applicant/Responsible Party

[Signature]  
Signature of Applicant/Responsible Party

1/22/2025  
Date

**Office Use Only:**

Security Deposit Check # 108  
Fees Received na  
DPW Pre-Approval na

Certificate of Insurance   
Park Map(s)   
Facility Use Calendar

Host Liquor Liability na  
Police Dept. Approval na  
Parade Calendar na

Permit Holder. Applicants are urged to bring extra plastic garbage bags to facilitate cleanup.

17. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
18. Supervision and parking are the responsibility of the applicant organization/individual.
19. Permits may be revoked at any time.
20. All posted rules must be adhered to.
21. No field or building alterations (lining of fields, erecting goal posts or structures, etc.) are allowed without prior approval.
22. The emergency telephone number for police is 911 or 986-5000; fire and ambulance 911.
23. 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. Need pamphlet to hand out to applicants.
24. In the event of an accident, please notify the Village Clerk at (845) 986-2031 before the end of the next business day.
25. The Village of Warwick does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

**INDEMNITY & HOLD HARMLESS**

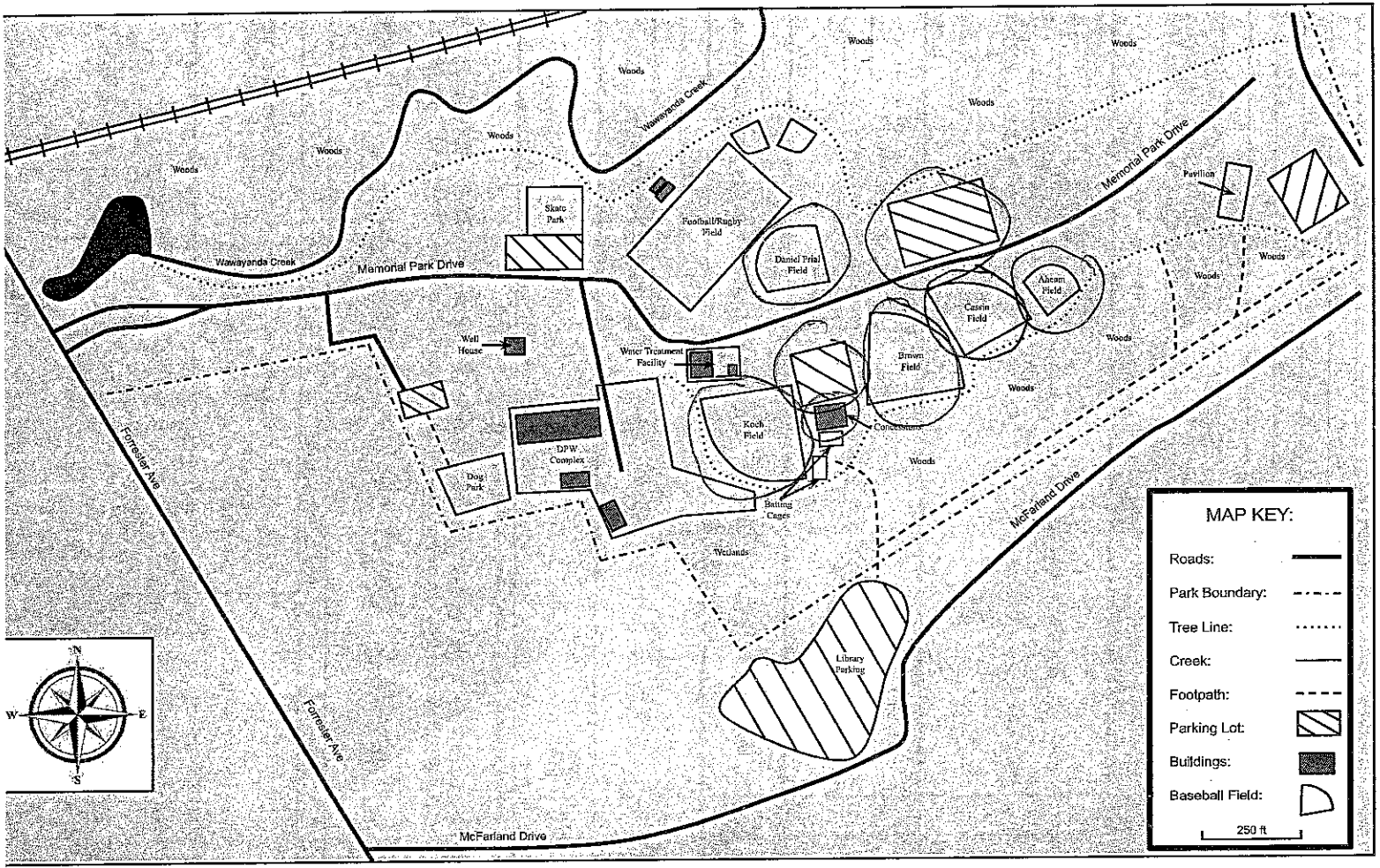
**FACILITY USER** does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising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

I have read and understand the Facilities Use Requirements:

Thomas Pekenham  
Printed Name of Applicant/Responsible Party

[Signature]  
Signature of Applicant/Responsible Party

Date 1/22/2025



**VETERANS MEMORIAL PARK**  
 Village of Warwick 2024



RECEIVED

JAN 21 2025

VILLAGE OF WARWICK  
CLERK'S OFFICE

January 17, 2025

VIA HAND DELIVERY on Jan. 21, 2025  
Ms. Raina Abramson, Village Clerk  
77 Main Street  
Warwick, NY 10990

**Re: NOTICE OF APPLICATION FOR CLASS CHANGE  
To The Warwick Wine Bar Liquor License**

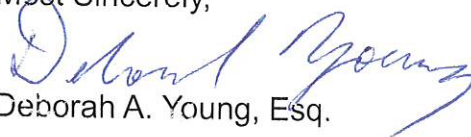
Dear Ms. Abramson:

As you may know, I represent the Warwick Wine Bar, LLC. The wine bar is owned and operated by Mr. Keith Yodice. Mr. Yodice also operates three other businesses here in the Village. I write in connection with the planned application to the New York State Liquor Authority for a Class Change to the Warwick Wine Bar's existing liquor license. The Warwick Wine Bar, LLC currently holds a beer, wine and cider license as a food and beverage business (Class 267). Based upon customer demand, it would now like to add liquor to its offerings. Thus, I enclose the original and one copy of a standardized Notice Form for Providing 30-Day Advance Notice to the Village of Warwick.

I respectfully request that this matter be presented to the Village Board to consider a waiver of the 30-day notice requirement so that Mr. Yodice can pursue his application for a license class change as soon as possible.

Please return a stamped copy of the Notice to indicate receipt by your office. Thank you and Happy New Year.

Most Sincerely,

  
Deborah A. Young, Esq.

c: The Warwick Wine Bar, LLC

### Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: January 17, 2025 1a. Delivered by: Deborah Young, Esq.

*21, Day*

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

- New Application  Removal  Class Change

For premises in the City of New York:

- New Application  New Application and Temporary Retail Permit  Temporary Retail Permit  Removal
- Class Change  Method of Operation  Corporate Change  Renewal  Alteration

For **New** and Temporary Retail Permit applicants, answer each question below using all information known to date  
For **Renewal** applicants, answer all questions  
For **Alteration** applicants, attach a complete written description and diagrams depicting the proposed alteration(s)  
For **Corporate Change** applicants, attach a list of the current and proposed corporate principals  
For **Removal** applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation  
For **Class Change** applicants, attach a statement detailing your current license type and your proposed license type  
For **Method of Operation Change** applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: Village of Warwick

**Applicant/Licensee Information:**

4. Licensee Serial Number (if applicable): 0267-24-226025 Expiration Date (if applicable): 07/31/2026

5. Applicant or Licensee Name: The Warwick Wine Bar, LLC

6. Trade Name (if any): \_\_\_\_\_

7. Street Address of Establishment: 8 West Street

8. City, Town or Village: Warwick, NY Zip Code: 109

9. Business Telephone Number of applicant/ Licensee: 845-544-1457

10. Business E-mail of Applicant/Licensee: warwickwinebar@gmail.com

11. Type(s) of alcohol sold or to be sold:  Beer & cider  Wine, Beer & Cider  Liquor, Wine, Beer & Cider

12. Extent of Food Service:  Full Food menu; full kitchen run by a chef/cook  Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: Bar/Tavern

- Seasonal Establishment  Juke Box  Disc Jockey  Recorded Music  Karaoke

14. Method of Operation: (check all that apply)  Live Music (give details i.e., rock bands, acoustic, jazz, etc.): acoustic

- Patron Dancing  Employee Dancing  Exotic Dancing  Topless Entertainment

- Video/Arcade Games  Third Party Promoters  Security Personnel

Other (specify): \_\_\_\_\_

15. Licensed Outdoor Area:  None  Patio or Deck  Rooftop  Garden/Grounds  Freestanding Covered Structure  
(check all that apply)  Sidewalk Cafe  Other (specify): front porch

Original Amended

Date \_\_\_\_\_

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No
19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No
20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:  
 Name  Serial Number
21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name:
23. Building Owner's Street Address:
24. City, Town or Village:  State:  Zip Code:
25. Business Telephone Number of Building Owner:

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name:
27. Representative/Attorney's Street Address:
28. City, Town or Village:  State:  Zip Code:
29. Business Telephone Number of Representative/Attorney:
30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

31. Printed Principal Name:  Title:

Principal Signature: \_\_\_\_\_

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



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 mayor@villageofwarwick.org  
 clerk@villageofwarwick.org

**VILLAGE OF WARWICK**  
 INCORPORATED 1807

**Budget Modification Request**

**For Board of Trustees Approval - Meeting on 1/21/25**

For approval to transfer available appropriations for the following Fiscal Year 2024-2025 budget account lines:

**GENERAL FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A5110.4930	Streets - Road Paving	100,000.00	60,000.00	Finish Pole Barn	A1640.4950	Central Garage - Other	(2,360.90)	60,000.00
A1320.4005	Auditor - Special Audits	10,000.00	5,000.00	To cover attorney fees	A1420.4000	Attorney - Contracted Services	(1,422.45)	5,000.00
A5110.1000	Streets - Personal Service	230,898.18	5,811.41	Actual vs Budget Payroll	A1620.1000	Village Hall - Personal Service	(3,183.51)	3,183.51
				Actual vs Budget Payroll	A5010.1200	DPW - WORKERS COMP SALARY	(2,627.90)	2,627.90
A5110.4930	Streets - Road Paving	60,000.00	10,000.00	To cover auto maintenance	A5110.4050	Streets - Auto Maintenance	(5,752.16)	10,000.00
<b>TOTAL</b>			<b>80,811.41</b>		<b>TOTAL</b>			<b>80,811.41</b>

Respectfully submitted,

*Sadie Andryshak*  
 Sadie Andryshak  
 Village Treasurer

Backup Documentation: Negative balance listing report

Report Date: 1/29/25



Range of Accounts: First to Last  
Report Type: Sub Account Include Non-Budget Accounts: N

Account No	Description	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1420-4000	Attorney - Contracted Services	35,000.00	0.00	36,422.45	0.00	0.00	0.00	1,422.45-	104.06
A-1620-1000	Village Hall - Personal Service	1,739.00	0.00	14,099.55	9,177.04	0.00	0.00	3,183.51-	129.16
A-1640-4950	Central Garage - Other	15,000.00	0.00	20,390.37	0.00	0.00	0.00	5,390.37-	135.94
A-3320-4650	Parking Division - Spec Dept Supplies	1,500.00	0.00	4,398.74	0.00	0.00	0.00	2,898.74-	293.25
A-5010-1200	DPW - WORKERS COMP SALARY	0.00	0.00	26,514.27	23,886.37	0.00	0.00	2,627.90-	111.00
A-5110-4050	Streets - Auto Maintenance	60,000.00	0.00	65,752.16	0.00	0.00	0.00	5,752.16-	109.59
A-5182-2000	Street Lighting-Equipment/Capital	60,000.00	0.00	200,457.00	0.00	0.00	0.00	140,457.00-	334.10
<b>Fund Total</b>		<b>173,239.00</b>	<b>0.00</b>	<b>368,034.54</b>	<b>33,063.41</b>	<b>0.00</b>	<b>0.00</b>	<b>161,732.13-</b>	<b>178.40</b>
<b>Year Total</b>		<b>173,239.00</b>	<b>0.00</b>	<b>368,034.54</b>	<b>33,063.41</b>	<b>0.00</b>	<b>0.00</b>	<b>161,732.13-</b>	<b>178.40</b>

77 Main Street  
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mayor@villageofwarwick.org  
clerk@villageofwarwick.org

**VILLAGE OF WARWICK**  
INCORPORATED 1867

**Building and Planning Department**

**Release Request for Certificate of No Exterior Effect & New Permanent Sign Application**

January 22, 2025

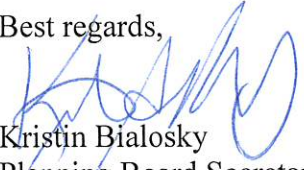
Requested Payee- Kim Williams  
50 Main Street  
Warwick, NY 10990

Re: Certificate of No Exterior Effect & New Permanent Sign – Withdrew Application

Total Balance: **\$100.00**

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Best regards,

  
Kristin Bialosky  
Planning Board Secretary

Village Treasurer Approval: \_\_\_\_\_

FY 2024-2025 PLANNING BOARD & ZBA COLLECTION REPORT

DATA FROM RECEIPTS WRITTEN										TOTAL DEPOSIT	
DATE	TYPE	CUSTOMER	REVENUE CODE	CASH/CHECK	RECEIPT #	TOTAL FOR DEPOSIT	SECURITY DEPOSITS HELD		*SEPARATE ESCROW DEPOSIT	TOTAL DEPOSIT	DEPOSIT DATE
							SECURITY DEPOSIT	EVENT DATE			
1/13/2025	Certificate of No Exterior Effect & New Permanent Sign 50 Main St	Shanti Life Kim Williamson	A 2115	Check	927144	100.00				100.00	1/13/2025

77 Main Street  
Post Office Box 369  
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mayor@villageofwarwick.org  
clerk@villageofwarwick.org

**VILLAGE OF WARWICK**  
INCORPORATED 1867

Building and Planning Department

**Escrow Release Request for Balance of Funds**

January 27, 2025

Requested Payee- Mr. & Mrs. Barlow  
19 Poplar Street  
Warwick, NY 10990

Re: Return of Escrow; Planning Board and Zoning Board

Total Balance: **\$2,765.23**

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Best regards,

Kristin Bialosky  
Planning Board Secretary

Village Treasurer Approval: \_\_\_\_\_



