

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JANUARY 21, 2025
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: January 6, 2025

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

3. Acceptance of Reports – December 2025: Clerk’s Office, Justice Department, Planning Department, Department of Public Works, and Building Department fee report.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. 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 ___

5. Police Report.
6. **Public Hearing on proposed Local Law No. 2 of the Year 2025 to amend Village of Warwick Village Code Chapter 34 – “Amusements and Exhibition.”**

Presentation

1. Petition for Zone Change – 1 Galloway Heights Conceptual Plan.

Announcement

1. Warwick's Winter Wiggle - Shake Off Those Post Holiday Blues!" Saturday, January 25, 2025 (Snow Date Jan 26th). 4:30 PM -7:30 PM Mountain Lake Park (former Kutz Camp) 46 Bowen Road. Warwick, NY 10990. RSVP not required but encouraged to collura@villageofwarwick.org.

Correspondence

1. Report from Village Attorney, Stephen Gaba, on the petition for a zone change at 42 Orchard Street, Section 210, Block 11, Lot 5.
2. Letter from the Orange County Department of Health regarding the inspection of the Village of Warwick's Community Water Supply.

Discussion

1. Warwick Commons proposed street names for private roads: Road "A" located on lot #3, SBL 218-1-93.2 and Road "B" located on lot #2, SBL 218-1-92.2.

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 payment #3 in the amount of \$23,835.50 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 ___

2. **MOTION** to grant permission to Village of Warwick Employee, Matthew Hann, 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 ___

3. **MOTION** to grant permission to Village of Warwick Employee, Antonio Rivera, to carry over 12 vacation days pending consultation with labor counsel and the Teamsters Union.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

4. **MOTION** to promote Village of Warwick DPW Laborer, Michael Finelli, to the position of Assistant Public Works Supervisor with a start date of January 24, 2025, in accordance with Orange County Civil Service.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

Trustee Foster's Motions

5. **MOTION** to grant permission to the Warwick Valley Chamber of Commerce to hold the 35th Warwick Applefest on Sunday, October 5, 2025, from 9:00 a.m. to 5:00 p.m. in the area between Lewis Park and Stanley-Deming Park, encompassing High Street, South Street, Railroad Avenue, and Railroad Green, including the following parking lots: South Street Parking Lot, Chase Bank Parking Lot, First Street Parking Lot, plus use of

Veterans Memorial Park for event parking. Event setup will begin at 6:00 a.m. and breakdown will be complete by 7:00 p.m. Request includes: use of (9) nine Village-owned stage platforms, use of electricity, use of speakers and/or sound systems, set up of food trucks, vendors, portable toilets, the setup of tents on Sunday, October 5, 2025, and the setup of an ambulance tent at the handball court on Saturday, October 4, 2025 as per their letter dated December 3, 2024. Completed facility use application, proper insurance, detailed map, and security deposit have been received. Approval is subject to the Warwick Valley Chamber of Commerce providing the Village of Warwick with a complete list of vendors and individual vendor insurance certificates naming the Village of Warwick as an additional insured.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

6. **MOTION** to close South Street to Lawrence Avenue, Railroad Avenue, Second Street, Third Street, High Street, Bank Street, Clinton Avenue, Park Avenue, Park Lane, Park Way, and Park Place for the benefit of Applefest 2025 on Sunday, October 5, 2025. The only transportation allowed through Park Lane and Park Place will be the shuttle bus. Road closures will be in coordination with the Warwick Police Department and the Village of Warwick Department of Public Works.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

7. **MOTION** to grant permission to The Warwick Valley Chamber of Commerce to hold the Warwick Valley Farmers' Market in the South Street parking lot on Sundays from April 27, 2025, through November 23, 2025, with the exclusion of Applefest Sunday. The parking lot will be used from 6:00 a.m. to 3:00 p.m., with the event open from 9:00 a.m. to 2:00 p.m. The Farmers' Market is responsible for paying the calculated daily rate for electricity on Sundays and half the total cost of the portable toilets. Department of Public Works to post 'no parking' signage in the South Street Parking Lot that includes Sunday, April 27, 2025. Completed facility use 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 ___

8. **MOTION** to grant permission to the Warwick Little League to use Veterans Memorial Park and Stanley Deming ballfields for the 2025 Little League season which will extend from March 1, 2025, through November 20, 2025, and to use the Veterans Memorial Park pavilion and the surrounding area to hold Picture Day on Saturday, April 26, 2025, from 8:00 a.m. to 6:00 p.m. with a rain date of Saturday, May 3, 2025. Completed park permit and security deposit have been received. Approval is pending proof of proper insurance.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

9. **MOTION** to grant permission to the Warwick Little League to hold an Opening Day Parade on Saturday, April 26, 2025, with a rain date of Saturday, May 3, 2025. The parade will step-off promptly at 10:00 a.m. with line up beginning at 9:30 a.m. on High Street. The parade route will be the same as the previous year starting on High Street, Main Street, Railroad Avenue, South Street, Parkway, Park Lane, and then crossing Forester Avenue into Memorial Park. The Warwick Police Department, Fire Department, and Ambulance Service will be contacted and asked to provide services for the event. Approval is pending proof of proper insurance.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

10. **MOTION** to close High Street on Saturday, April 26, 2025, starting at 9:00 a.m. for the benefit of the Little League parade. Barriers to be provided by the Department of Public Works. The parking spaces on the east side of Main Street between High and Church Streets to be designated as "No Parking" to allow the area to be used for participant drop-off.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

11. **MOTION** to grant a Village of Warwick Taxicab License to Raymond Hoffman, owner of Flyby Taxi, LLC through May 31, 2025, per Village Code Chapter 126. Proof of NYS Department of Motor Vehicles driver's license, New York State livery registration, and Village of Warwick background check and fees have been received. Warwick Police Department background check has been completed and approved.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

12. **MOTION** to appoint Michael J. Batz, Sr. and Elizabeth Doty as Machine Operators and Noel Thompson as Alternative Machine Operator for the Tuesday, March 18, 2025, General Village Election at a rate of \$15.00 per hour.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

13. **MOTION** to appoint Victoria Hague as Election Inspector Chair for the General Village Election on Tuesday, March 18, 2025, at a rate of \$15.00 per hour.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

14. **MOTION** to appoint Mary Singer, Nancy Thompson, and Donald Grenier as Election Inspectors and Debra Sattler as Alternate Election Inspector for the General Village Election on Tuesday, March 18, 2025, at a rate of \$15.00 per hour.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

15. **MOTION** to appoint Vanessa Mann as Poll Clerk/Alternative Election Inspector for the General Village Election on Tuesday, March 18, 2025, at a rate of \$15.00 per hour.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

Trustee McKnight's Motions

16. **MOTION** to advertise for the position of Village of Warwick Architectural and Historic District Review Board Member or Alternate Member.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

17. **MOTION** to advertise for the position of Village of Warwick Zoning Board of Appeals Member or Alternate Member.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___
Trustee McKnight ___ Mayor Newhard ___

Reports

Trustee Cheney's Report: Liaison to Public Works Operations, Engineering and Infrastructure Projects, Veterans, Code Enforcement / Building Department, Emergency Services, Citizens Awareness Panel/Jones Chemical. Alternate liaison to Economic Development, Planning & Zoning / AHDRB / OC Planning, Transportation & Mobility.

Trustee Foster's Report: Liaison to Office of the Clerk, Parks & Recreation, Economic Development & Tourism, Warwick Valley Schools, Government Efficiency / Policy Development, Transportation & Mobility. Alternate liaison to Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Engineering and Infrastructure Projects.

Trustee Collura's Report: Liaison to Office of the Treasurer, Youth / WYDO / Warwick Valley Community Center / Warwick Valley Prevention Coalition, Public Health, Historical

Society, Public Interface and Outreach, Senior Citizens, Ethics. Alternate liaison to Parks & Recreation, Environmental, Veterans.

Trustee McKnight's Report: Liaison to Planning & Zoning / AHDRB / OC Planning, Environmental, Albert Wisner Library, Town of Warwick Police Department, Technology Oversight / Cybersecurity, Shade Tree Commission, Safety Committee. Alternate liaison to Public Works Operations, Code Enforcement / Building Department, Emergency Services, Government Efficiency / Policy Development.

Mayor Newhard's Report

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Closed Session

MOTION to enter into Closed Session to seek confidential advice of counsel.

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

Trustee Cheney ___ Trustee Foster ___ Trustee Collura ___

Trustee McKnight ___ Mayor Newhard ___

Executive Session, if applicable

Adjournment

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
January 21, 2025
ADDENDUM NO. 1**

18. **MOTION** to amend ‘Schedule B – Pricing’ of the Subcontractor Agreement with All Bright Electric signed on December 20, 2023, to install LED streetlights and smart controls due to a one-year delay in beginning the work and authorize the mayor to sign the amended ‘Schedule B – Pricing’ Purchase Order dated January 16, 2025, increasing certain unit prices.

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
JANUARY 21, 2025
ADDENDUM NO. 2**

**19. RESOLUTION CONSENTING TO REPRESENTATION OF
WARWICK SKATEPARK INITIATIVE**

WHEREAS, Warwick Skatepark Initiative is building a skatepark for dedication to the Village the Village of Warwick; and

WHEREAS, Warwick Skatepark Initiative wishes to retain the law firm of Drake Loeb PLLC as counsel in regard to the contract for construction of the skatepark with Artisan Skateparks; and

WHEREAS, the proposed representation of Warwick Skatepark Initiative by Drake Loeb PLLC presents a conflict of interests because Drake Loeb PLLC currently represents the Village of Warwick; and

WHEREAS, under the New York State Rules of Professional Conduct, the conflict at issue is technical and may be waived by the parties upon full disclosure of the conflict and written consent by both parties;

NOW, THEREFORE, BE IT RESOLVED that the Village Board has been fully apprised of the proposed representation of Warwick Skatepark Initiative by Drake Loeb PLLC and hereby waives any objection to the conflict of interests presented by such representation.

_____ 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

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

LEGAL NOTICE

PLEASE TAKE NOTICE that the Village Board of the Village of Warwick will hold a public hearing on the 21st day of January 2025, at 7:30 p.m., at Village Hall, 77 Main Street, Warwick, New York 10990, on a proposed Local Law No. 2 of the Year 2025 to amend Village of Warwick Village Code Chapter 34 – “Amusements and Exhibitions.”

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.

A copy of the proposed local law is on file in the office of the Village Clerk and is available for inspection by interested persons during Village Clerk's business hours, and the proposed local law has also been posted on the Village's website www.villageofwarwick.org.

The Village Board will at the above date, time and place hear all persons interested in the subject matter hereof. Persons may appear in person or by agent. All written communications addressed to the Board must be received by the Board at or prior to the public hearing.

**BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF WARWICK
RAINA ABRAMSON, VILLAGE CLERK**

Dated: December 17, 2024

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.”

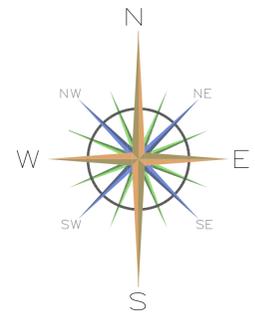
8. Section 34-10(C) is repealed.

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.

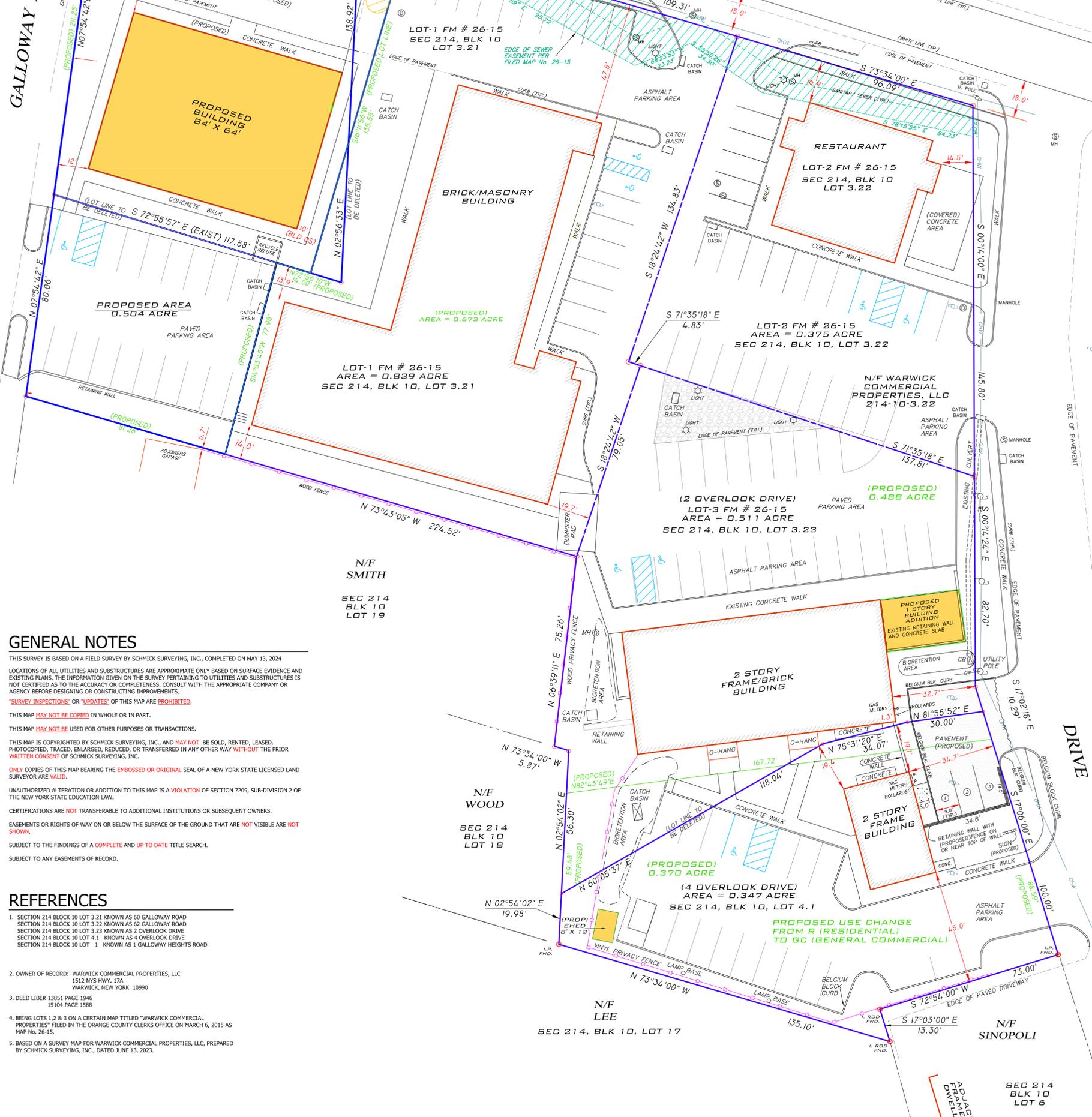
SECTION 5. EFFECTIVE DATE

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



GALLOWAY HEIGHTS ROAD

NEW YORK STATE HIGHWAY No. 17A
(AKA GALLOWAY ROAD)



GENERAL NOTES

THIS SURVEY IS BASED ON A FIELD SURVEY BY SCHMICK SURVEYING, INC., COMPLETED ON MAY 13, 2024
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 UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
 CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 EASEMENTS OR RIGHTS OF WAY ON OR BELOW THE SURFACE OF THE GROUND THAT ARE NOT VISIBLE ARE NOT SHOWN.
 SUBJECT TO THE FINDINGS OF A COMPLETE AND UP TO DATE TITLE SEARCH.
 SUBJECT TO ANY EASEMENTS OF RECORD.

REFERENCES

- SECTION 214 BLOCK 10 LOT 3.21 KNOWN AS 60 GALLOWAY ROAD
 SECTION 214 BLOCK 10 LOT 3.22 KNOWN AS 62 GALLOWAY ROAD
 SECTION 214 BLOCK 10 LOT 3.23 KNOWN AS 2 OVERLOOK DRIVE
 SECTION 214 BLOCK 10 LOT 4.1 KNOWN AS 4 OVERLOOK DRIVE
 SECTION 214 BLOCK 10 LOT 1 KNOWN AS 1 GALLOWAY HEIGHTS ROAD
- OWNER OF RECORD: WARWICK COMMERCIAL PROPERTIES, LLC
 1512 NYS HWY. 17A
 WARWICK, NEW YORK 10990
- DEED LIBER 13851 PAGE 1946
 15104 PAGE 1588
- BEING LOTS 1, 2 & 3 ON A CERTAIN MAP TITLED "WARWICK COMMERCIAL PROPERTIES" FILED IN THE ORANGE COUNTY CLERKS OFFICE ON MARCH 6, 2015 AS MAP No. 26-15.
- BASED ON A SURVEY MAP FOR WARWICK COMMERCIAL PROPERTIES, LLC, PREPARED BY SCHMICK SURVEYING, INC., DATED JUNE 13, 2023.

MAP PREPARED FOR:
 - WARWICK COMMERCIAL PROPERTIES, LLC.

**PLAN OF PROPERTY
 FOR
 WARWICK COMMERCIAL
 PROPERTIES, LLC
 VILLAGE OF WARWICK
 ORANGE COUNTY - NEW YORK
 SCALE: 1" = 20' DATE: JANUARY 13, 2025
 SURVEY 25-104A**

SCHMICK SURVEYING, INC.
 PROFESSIONAL LAND SURVEYING
 WARWICK, NEW YORK 10990
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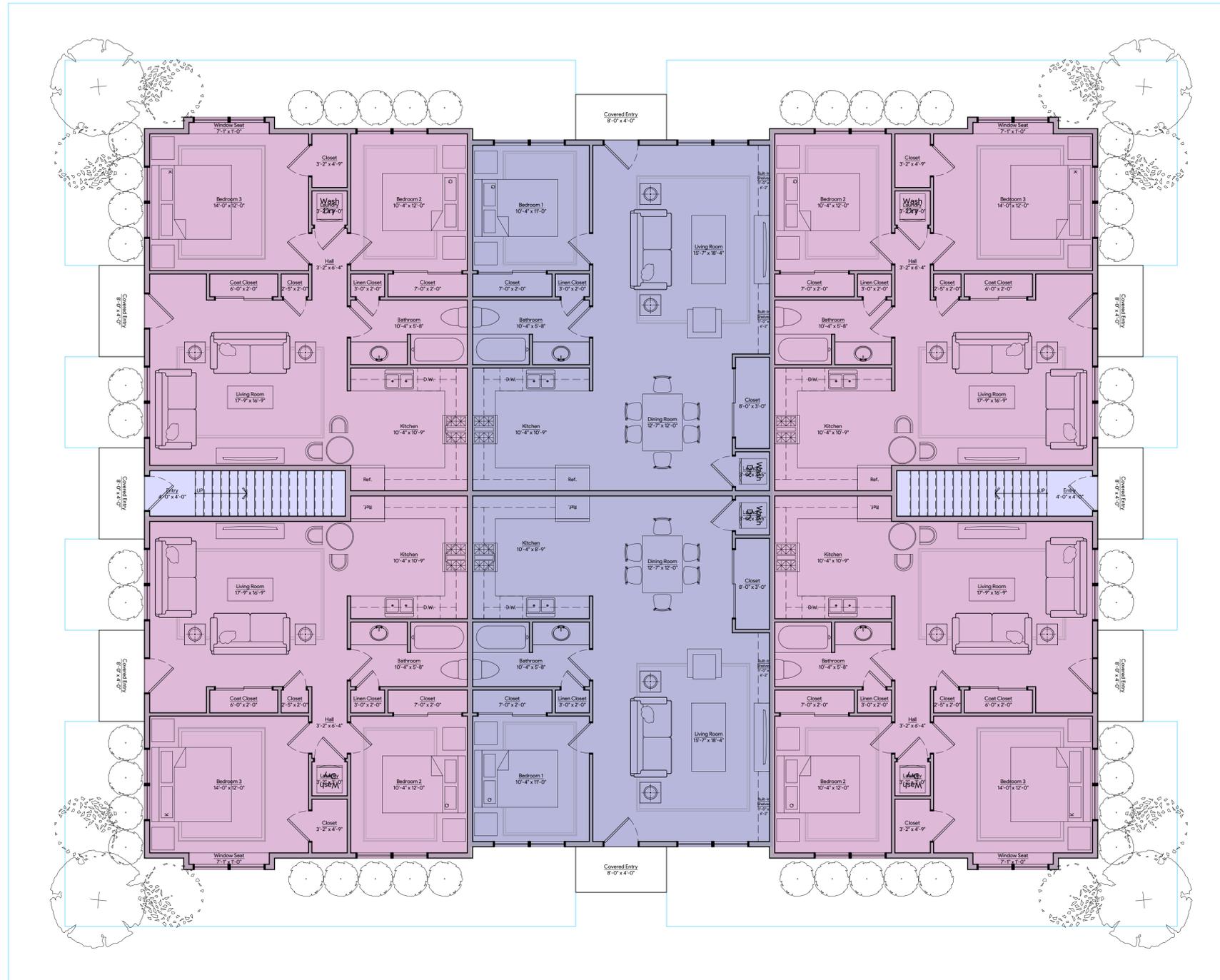
ROBERT H. SCHMICK, JR. P.L.S.
 N.Y. Lic. No. 050573

1 Galloway Heights Apartment Building

8 Two Bedroom Apartments
4 One Bedroom Apartments

- Apartment 1A (4 Units) - 883 Sq.Ft.
- Apartment 1B (2 Units) - 825 Sq.Ft.
- Apartment 2A (4 Units) - 861 Sq.Ft.
- Apartment 2B (2 Units) - 772 Sq.Ft.

Square Footage Per Floor - 5,324 Sq.Ft.
Total Square Footage of Building - 10,648 Sq.Ft.

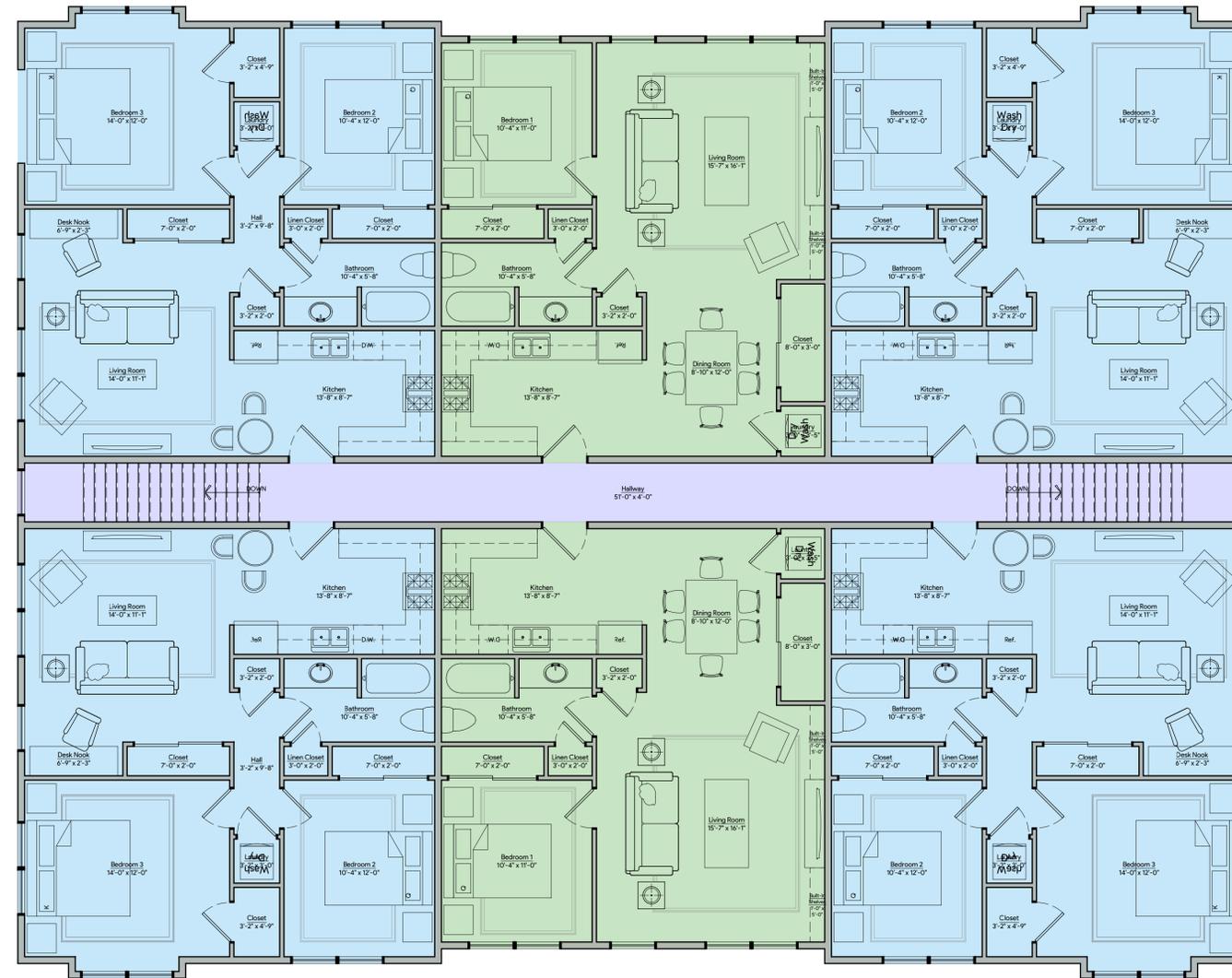


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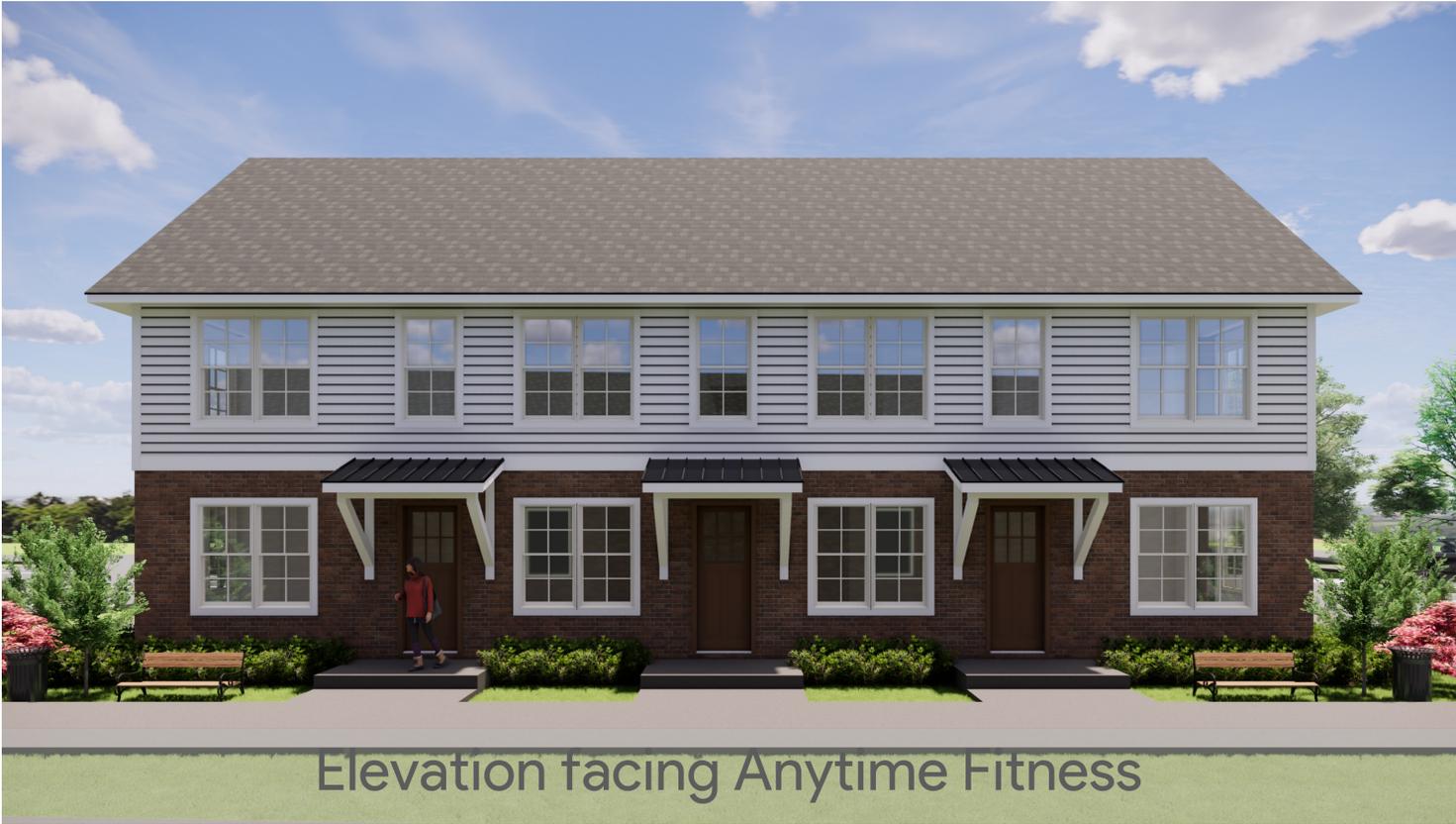


Galloway Road Elevation



Rear Elevation

Galloway Heights Apartments



Elevation facing Anytime Fitness



Galloway Heights Elevation





Galloway Road & Galloway Heights Corner



Galloway Heights & Parking Lot Corner



Anytime Fitness Corner



Galloway Road & Galloway Heights Corner





Galloway Road Elevation



Galloway Heights Elevation



Rear Elevation



Anytime Fitness Elevation



SHAKE OFF THOSE POST-HOLIDAY BLUES!

Warwick's
WINTER WIGGLE

All are welcome to a free community gathering!

SATURDAY, JAN. 25

4:30-7:30 P.M.

(SNOW DATE: SUNDAY, JANUARY 26)

MOUNTAIN LAKE PARK, 46 BOWEN RD.
(FORMER KUTZ CAMP)

SQUARE DANCING
RICHARD STILLMAN BAND



FINGER FOODS & REFRESHMENTS

(DONATED BY LOCAL RESTAURANTS)

ARTS & CRAFTS BY WICKHAM WORKS

MENTAL HEALTH RESOURCES

COMMUNITY SHOWCASE & UPDATES

AND MANY MORE OPPORTUNITIES TO ENGAGE & CONNECT

 **NEED A RIDE? THE TOWN OF WARWICK WILL PROVIDE
FREE MUNICIPAL BUS SERVICE TO AND FROM EVENT.
PLEASE MAKE A RESERVATION FOR THE DIAL-A-BUS
BY FRIDAY, JANUARY 24 BY CALLING (845) 986-2877**

A COLLABORATIVE EVENT WITH
WARWICK CARES, THE WARWICK VALLEY COMMUNITY CENTER
AND WARWICK VALLEY PREVENTION COALITION
WITH SUPPORT FROM THE TOWN OF WARWICK AND VILLAGE OF WARWICK.

Together for Mental Health

THIS IS A FAMILY FRIENDLY, ALCOHOL FREE EVENT!

RESERVATIONS NOT MANDATORY, BUT ENCOURAGED. PLEASE RSVP TO: COLLURA@VILLAGEOFWARWICK.ORG
FREE WITH SUGGESTED DONATION TO SUPPORT WARWICK CARES MENTAL HEALTH INITIATIVES AND THE WV COMMUNITY CENTER

SPONSORED BY THE DRUG-FREE COMMUNITIES/ONDCP, NYS OFFICE OF ADDICTION SERVICES

James R. Loeb, retired
Richard J. Drake, retired
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Ralph L. Puglielle, Jr.
Alana R. Bartley**
Aaron C. Fitch

Sarah N. Wilson
Michael J. Barfield**
Adam M. Tack
Ivan M. Bonet

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation
**Member NJ & NY Bar

January 13, 2025

ATTN: MICHAEL NEWHARD, MAYOR
Village of Warwick
Village Hall
77 Main Street
PO Box 369
Warwick, NY 10990

Re: Zoning Change Petition for 42 Orchard Street
SBL 210-11-5
Our File No.: 73500

Dear Mayor Newhard:

I have reviewed the petition and supporting documents requesting a zoning change from Residential ("R") to Light Industrial ("LI") for the property located at 42 Orchard Street. Kindly accept this letter as my initial report to the Village Board on the said petition.

FACTS

Elm Street runs roughly north-south. Elm Street terminates at its intersection with Orchard Street, which runs roughly east-west.

In the area of the intersection of Elm Street and Orchard Street, the lots on the north side of Orchard Street are located in an "R" zoning district. The lots abutting those lots in the north (including those fronting on Elm Street) are zoned "LI". That is to say, this is an area marking a boundary between the R zoning district and the LI zoning district.

Vanessa Mann owns a lot located at 42 Orchard Street (SBL 210-11-5). The lot consists of .289 acre. It fronts on the north side of Orchard Street, is zoned "R", and is improved by a single-family home. The lot is roughly rectangular in shape with its shorter sides running east-west and its longer sides running north-south.

M&L Equity Auto, LLC owns a lot located at 18 Elm Street (SBL 210-11-16.22). The lot consists of 1.6 acres and is zoned LI. It is roughly rectangular in shape, with its longer sides running east-west and its shorter sides running north-south. M&L's lot fronts on the west side of Elm Street and it extends westward until its rear lot line abuts the rear side-yard lot line of Ms. Mann's property at 42 Orchard Street. M&L's lot is improved by an automobile service business called the Warwick Car Wash.

The maps and graphics provided in Keith Woodruff's report letter are very helpful in understanding the locations of 42 Orchard Street, 18 Elm Street, the R District, and the LI District as they relate to each other in this matter.

About one-half of the 42 Orchard Street lot (i.e., the rear yard) is located in the area of the common boundary line between 18 Elm Street and 42 Orchard Street. Apparently, M&L has been using the back yard of the 42 Orchard Street lot for "traffic flow" (i.e., parking) and "snow removal" for some time. M&L's use of the rear yard on the 42 Orchard Street lot for M&L's business violates both the Village's zoning code and M&L's site plan.

In 2024, M&L and Ms. Mann submitted an application to the Village Planning Board to, in effect, convey the rear yard of 42 Orchard Street to the 18 Elm Street property and revise M&L's site plan to incorporate the additional land into M&L's business. This was to be accomplished by subdividing 42 Orchard Street into Lot 1 consisting of .152 acre improved by the single-family home and fronting on Orchard Street, and Lot 2 consisting of .137 acre (i.e., the erstwhile back yard of 42 Orchard Street) which is to be incorporated into the 18 Elm Street lot. The dimensions of Lot No. 2 are approximately 95' x 53' x 130' x 63'.¹

On September 10, 2024, the Village Planning Board granted conditional final subdivision approval for the project. One of the conditions imposed by the Planning Board was that: "This approval is subject to a zone change by the Village Board of Trustees within 12 months of this approval. In the event such zone change is not granted, M&L Equities shall return to the Village Planning Board for amended site plan approval." On October 2, 2024, M&L and Ms. Mann jointly submitted this petition to change the zoning designation of Lot No. 2 in the subdivision of 42 Orchard Street from R to LI. The "R" zoning designation of Lot No. 1 in the 42 Orchard Street subdivision will remain unchanged.

REPORT

The subdivision and incorporation of Lot No. 2 into the 18 Elm Street property can go forward regardless of whether or not the Town Board grants a zoning change. The significance of the zoning change is that it will allow M&L to legally use Lot No. 2 in its business.

Because the property involved in this petition for a zoning change is located at the boundary of the R and LI zoning districts, granting the petition would not involve creating a new zoning district. Rather, it would merely involve alteration of the existing boundary lines between the LI and the R Districts.

¹ Under Village Code §145-22(C)(5) when a lot is divided by zoning district lines the regulations of the less-restrictive district apply up to 30' from the zoning district line. However, since Lot No.2 is more than 30' wide, this Code provision will not suffice to allow M&L's proposed LI use to exist on Lot No. 2.

Review of the Village's Comprehensive Plan does not disclose any provisions that would be contravened by grant of the requested zoning change. However, of course, the uses permitted in the LI District are very different from the uses permitted in the R District. In considering the requested zoning change, the Village Board should bear in mind that although the *current* proposed use of Lot No. 2 is merely "traffic flow" and "snow removal" for M&L's business, once the zoning change is granted Lot No. 2 can be put to any use permitted in the LI District. M&L's current use can be quite intrusive, and redevelopment of the 18 Elm Street lot for a different LI use could be much more so. Conduct of LI business on Lot 2 (i.e., in 42 Orchard Street's back yard) might adversely impact use of the single- family home on 42 Orchard Street as a residential dwelling. Accordingly, the Village Board may wish to consider conditioning any grant of a zoning change on imposition of a restrictive covenant limiting use of Lot No. 2 to "traffic flow" and "snow removal" for M&L's car wash business as proposed by the petitioners.

PROCESS MOVING FORWARD

The next step in processing the petition for a zoning change is for the Village Board to decide if it is willing to introduce and consider a local law amending the Village's zoning map to change the zoning district boundaries as requested. If it is willing to do so, the Village Board should adopt a resolution directing the Village Attorney to prepare a draft local law for consideration.

Once the draft local law is prepared, the Village Board must adopt a resolution introducing it and scheduling a public hearing on it. However, Village Code §145-170 provides that prior to holding a public hearing on a proposed zoning amendment, the Village Board must refer the draft local law to the Village Planning Board for review and a report. The public hearing on the draft local law cannot be held until the report from the Planning Board is received or sixty (60) days elapse from the date of the referral to the Planning Board (whichever occurs first). To accommodate this referral requirement, the Village Board has the following options:

- (1.) adopt a resolution merely introducing the local law and making the necessary referrals without setting a public hearing date; or
- (2.) adopt a resolution introducing the local law, making the necessary referrals, and setting a public hearing date at least sixty (60) days from the date of the referral to the Planning Board; or
- (3.) adopt a resolution introducing the local law, making the necessary referrals, and setting a public hearing date less than sixty (60) days from the date of the referral to the Planning Board, with the understanding that if the Planning Board fails to render its report prior to the date of the public hearing, then the public hearing cannot go forward and will have to adjourn.

ATTN: MICHAEL NEWHARD, MAYOR

January 13, 2025

Page 4

Under General Municipal Law §239-m, referral of zoning amendment local laws to the County Planning Department is required when the subject property is located within five hundred (500) feet of, among other things, the right-of-way of any county or state road. Oakland Avenue is a state roadway (NYS Route 17A) in the vicinity of the property for which a zoning change is being requested. Accordingly, the petitioners should verify that Lot No. 2 in the 42 Orchard Street subdivision is not within 500' of Oakland Avenue. Otherwise, a GML §239-m referral will have to be sent to the County Planning Department.

In regard to the public hearing on the draft local law for the zoning change, under Village Code §145-171 notice of the public hearing must be mailed by the petitioners to all owners of real property located within five hundred (500) feet of the property affected by the zoning change (here Lot No. 2 in the 42 Orchard Street subdivision) via Certified Mail Return Receipt Requested not less than seven (7) days before the public hearing date. Prior to holding the public hearing, the petitioner must provide the Village Board with proof that notice of the public hearing was duly mailed to the said property owners.

The Planning Board's resolution states that it conducted an uncoordinated SEQRA review of this project. When an uncoordinated review is conducted, each involved agency must conduct its own individual SEQRA review. Accordingly, if the Village Board decides to move forward with consideration of a local law, the petitioners must submit an Environmental Assessment Form and the Village Board must conduct its own uncoordinated SEQRA review on this project. While the Planning Board's SEQRA determination should be considered and built upon by the Town Board, a separate SEQRA review is still necessary. However, I anticipate that the SEQRA review would consist merely of completing the EAF and adopting a Negative Declaration.

Very truly yours,



STEPHEN J. GABA

SJG/1317599

cc: Engineering & Surveying Properties
Beattie & Krahulik



DEPARTMENT OF HEALTH

Dr. Jennifer L. Roman, DO
Acting Commissioner
124 Main Street
Goshen, New York 10924

Environmental Health
Phone: (845) 291-2331
Fax: (845) 291-4078
www.orangecountygov.com

Steven M. Neuhaus
County Executive

January 7, 2025

Mayor & Village Board
Village of Warwick
POB 369
Warwick, NY 10990

Re:
Village of Warwick
CWS – ID #3503561

RECEIVED

JAN 14 2025

**VILLAGE OF WARWICK
CLERK'S OFFICE**

Dear Mayor & Village Board Members:

On October 29, 2024 I conducted an inspection of the above referenced water supply in the company of Keith Herbert, Michael Herbert, and Dominic Hillard, your water treatment plant operators, as well as Chris Bennett, your distribution system operator, and Barry Cheney, Village of Warwick Deputy Mayor.

Based on the inspection and a review of our files, the following comments are made:

The Village owns and operates a Community Water Supply and reports a population served of approximately 6,800 persons through about 2,350 service connections. The water supply has in service one conventional filter plant drawing from three surface water reservoirs and one membrane filter plant supplied by one well which is under the direct influence of surface water (GWUDI). The filter plants charge the distribution system through pumps. The distribution system has multiple pressure zones, six pump stations and six storage tanks.

1. Deputy Mayor Barry Cheney provided a report titled "Village of Warwick Water System 2024 Accomplishments and 2025 Plan." We do not reproduce the item here but refer the reader to the report.

Our department commends the Village of Warwick on these accomplishments and the constant dedication and investment in the water supply.

2. We note that the following major projects are ongoing and in the planning phases:
 - a. The renovation and reactivation of Well #3 is underway. This project was approved by our department on January 30, 2024 and includes installation of water treatment for Well #3 including 5 micron and 1 micron absolute cartridge filtration, Ultraviolet disinfection, phosphate chemical feed, and chlorine disinfection with a peak flow rate of 245 GPM (0.35 MGD). This project also includes replacement of the treatment building, well pump, electrical service

upgrade, new 80 KW propane generator, bathroom facility with discharge to public sewer, full SCADA system, and associated piping and equipment. Treatment is being installed for Well #3 due to being determined to be Ground Water Under Direct Influence of Surface Water.

We look forward to seeing this project completed to supplement the Village of Warwick water supply.

- b. Our department is currently reviewing plans for the pump station relocation on Main Street. The pump station is being relocated out of the road into a new building on Grand Street. A new Pressure Reducing Valve vault will also be installed as part of this project, to be located on Maple Avenue.
 - c. We received plans for review regarding the relocation of the water main on Galloway Road. This work will be completed as part of a bridge replacement project by the NYSDOT.
 - d. Due to the age and condition of the steel Reservoir Storage Tank, it was reported that engineering is being completed for replacement and slight relocation of this tank. Our department has been in contact with the design engineers regarding this project and we are awaiting a submission for review.
 - e. The Village of Warwick is currently working with our department as well as the NYSDOH, NYSDEC, and associated consultants on developing a Drinking Water Source Protection Program (DWSP2). We encourage these steps being taken to improve and protect the public water supply sources and surrounding environment and watershed.
3. We note that a Capital Improvement Plan was completed in June 2015, last revised in January 2021, including an inspection report prepared by Pittsburg Tank & Tower Maintenance Co., Inc., for the inspections of the Chelsea Avenue, Highland Avenue, Hilltop, Ridgefield, and Valley View Drive water storage tanks.

We understand that plans for a consolidation of tanks and pressure zones in the Village may render some of the deficiencies in the tank inspection report impractical to complete, although a consolidation of the pressure zones and tanks within the Village may be a long-term task, as the necessary approvals and construction could take considerable lengths of time; therefore, we recommend in the short-term addressing the deficiencies that are most significant to the integrity and sanitary quality of the tanks. Please keep this office informed of any work conducted on the system, prior to being conducted.

Future installation of a new water storage tank for the Village View Subdivision was discussed. This tank may have the capacity to eliminate some of the existing aging tanks, which will be evaluated during the tank and water main extension design process.

4. We note that the replacement generator installation at the filtration plant was near completion.
5. Non-drinking water related chemicals and/or hazardous equipment are not to be stored within treatment buildings or in close proximity to water sources.
6. Please provide clear labeling on all chemical storage crocks and chemical feed pumps.
7. We recommend addressing the Hilltop Pump Station floor. The floor is showing signs of deterioration.

8. All chemical storage crocks must have spill containment (e.g. double walled crock, spill pallet, etc.).

Chemical spill containment is a requirement of Part 5 of the New York State Sanitary Code, you must provide secondary containment for all liquid storage tanks as required by section 5.5.10(l) of the Recommended Standards for Water Works, an appendix of the NYS Sanitary Code.

9. Please note that the initial Lead Service Line Inventory submitted and received by NYSDOH LSLI.submission@health.ny.gov indicated that your water system has "lead," galvanized requiring replacement ("GSLRR"), or lead status "unknown" service lines (in column 'Q' of the Service Line Inventory Template).

As a result, annually **by July 1**, water systems must certify that they complied with the consumer notification of service line materials for the previous calendar year and provide a copy of each notification and information materials they delivered to the Orange County Department of Health.

These documents are available on our website. Please contact this office with any questions.

We have not yet received the certification form for 2024 that is due July 1, 2025.

10. Several communities in the County, including the Village, experienced drought conditions during 2024. While the Village reservoirs experienced significant drawdown, it is our understanding that the drawdown of the three reservoirs was not severe enough to impose mandatory water restrictions.

Please keep this office informed of any and all water emergencies in the Village resulting in mandatory water restrictions.

11. As a surface water system (non-GWUDI), the RWTP is required to maintain a running annual average of Total Organic Carbon (TOC) removal ratio of 1.00 or greater. The system is in compliance in this regard, as the RAA of TOC removal ratio is 1.47 as of the 4th quarter 2024.

Well #2 at the MWTP monitors monthly for raw water TOC, although being a system that uses a filtration process other than conventional filtration. Although there is no required TOC removal compliance standard, monthly sampling at the MWTP is required. Test results show TOC in Well #2 tend to be around 1.00, which is considered lower compared to other GWUDI sources.

12. It was discussed during the inspection that a combined filter effluent (CFE) turbidity is unable to be obtained due to the effluent lines of the two filter trains combining at a tee before discharging into the clearwell below the filters. This is a historical characteristic of this filter plant. A sample tap is not available where the effluent of the two filters combine and it was discussed that such a tap would not be feasible as a vacuum is created by suction at the point where the two lines combine. Instead, individual filter effluent (IFE) turbidities are recorded and reported on the monthly operation report form DOH-4303.

According to Part 5-1.52, Table 10A, continuous monitoring for CFE and IFE is required for surface water systems. For systems with only two filters, the system may monitor the CFE turbidity every 15 minutes in lieu of monitoring individual filter turbidity. §5-1.52 does not include a condition where only IFE turbidities may be monitored. Monitoring CFE from the clearwell would be considered invalid, as chemicals are injected into the clearwell which can affect turbidity readings. Without reporting a CFE

turbidity when both filters are online, compliance is based off of the IFE turbidities. This may be disadvantageous to the system from a compliance standpoint, as a CFE is the average of the IFE turbidities; therefore, if one filter has a turbidity of greater than 0.3 NTU, and the other filter is below 0.3 NTU, the system will still be considered out of compliance. Consideration should be given to creating a CFE sampling point for the two filters so that potential violations based on IFE turbidities can be avoided. Please notify this office prior to any work conducted on the system.

13. As discussed during the inspection, the tube settlers for each filter train should be inspected and cleaned as necessary to allow the settling stage to operate to the best of its ability, given the age of the filters.

We recommend periodically monitoring the turbidity of the water in the tube settler stage to observe any rises in order to determine when cleaning should be conducted. The EPA suggests a settled water turbidity of "below 1.0 NTU" as an operating parameter.

14. We recommend trimming tree limbs around the Chelsea tank to prevent damage to the tank.
15. The Laura Lane Pump Station is equipped with duplex pumps for domestic service and an emergency fire suppression pump. This pump station currently lacks backup power, and it was noted during the inspection that there is only approximately 2 hours of fire storage in the Chelsea Ave tank, hence the need for the fire pump to draw from distribution when needed. We strongly recommend providing backup power for this pump station as soon as possible in order to ensure fire protection during a power outage.

It has also been noted in our records that, typically, an emergency fire pump should have a higher pumping capacity than the domestic service pumps. This is not the case for this pump station, as the emergency fire pump is of the same horsepower rating of the service pumps (1.5 Hp each). We recommend investigating to determine if the emergency fire pump is adequately sized fire flow and replacing the pump if necessary.

16. The amount of water produced vs consumed is included in each year's AWQR. We have performed our own rudimentary comparison of production vs. consumption data, based on data submitted on the monthly operation reports and consumption figures provided by the Village, and found the numbers between this department and the Village to be in agreement.

During 2023, approximately 17.55% of water was unaccounted for in the Village. A water loss of approximately 15% is typical among other communities. The 'lost' water can be accounted for in things such as flushing, watermain breaks, leaks, authorized unmetered usage, unauthorized unmetered usage, uncalibrated or broken meters, etc. We note that the Village is diligent in proactively locating and repairing leaks, swift in the repair water main breaks, and proactive in the replacement of meters.

We look forward to seeing the figures for 2024.

17. Thank you for providing the Annual Water Quality Report (AWQR) for 2023. The report was accepted by this department and we have received the certification of delivery.

Please be reminded that the 2024 AWQR must be distributed to your customers by May 31, 2025, and the delivery of certification form is due by September 1, 2025.

18. Please be reminded to complete form DOH-359, "Annual Report on Violations of Watershed Rules and Regulations for the Calendar Year 20__," at the start of 2025, and each year thereafter. The report for 2023 indicated that during 2023, 7 inspections were conducted, and no violations observed, or notices served.
19. Please be reminded to complete the Seasonal Startup Checklist for the Parks in the Village that are on seasonal water use. A Total Coliform test is required as part of the checklist.
20. In addition to reporting emergencies on monthly operation reports, you are required to contact this department within 24 hours of any emergency. Some examples of emergencies include but are not limited to: a failure in disinfection which cannot be promptly restored, water outages, or a severe reduction in water pressure. You should also contact our office to report any unusual occurrences which may arise regarding the water system. An answering service is available to leave messages during non-business hours. The 24/7 phone number is (845) 291-2331.
21. Please refer to the enclosed SDWIS/State Water Sample Schedule Report to assist in scheduling the required chemical monitoring at this supply.

Our email address for submissions has changed. Monthly Water System Operation Reports, test results, and annual backflow prevention test results may be emailed to our department at:

water@orangecountygov.com

Correspondences must include the system's name and federal ID#.

This water supply continues to be well operated and maintained. Your cooperation in the above matters is appreciated. If you have any questions, I can be reached at (845) 291-2331.

Regards,



Mike Andersen, P.E
Senior Public Health Engineer

cc: H2O Innovation (Treatment Plant Operators) (via email)
Chris Bennett (Distribution System Operator) (via email)
File

From: Connor McCormack <Connor.McCormack@collierseng.com>
Sent: Tuesday, January 7, 2025 10:59 AM
To: Planning <Planning@villageofwarwick.org>
Cc: Jacob Silberstein <jacob@highpointbuilder.com>
Subject: RE: 911 address - Warwick Commons Stage 5 (15002429F)

Kristin,

The owner compiled a list of preferred street names that they believe reflect Warwick's unique charm, natural beauty, and rich sense of community. These names were chosen to align with the area's character and complement existing street names in the region. See below.

1. **Maplewood Lane**
2. **Edenville Path**
3. **Wickham Meadow Lane**

1

4. **Fernbrook Drive**
5. **Oakstone Lane**
6. **Hearthstone Court**
7. **Harmony Ridge Drive**
8. **Vista Ridge Lane**
9. **Brookside Hollow**
10. **Applewood Grove**

We look forward to hearing back from you and the planning Board attorney on moving this forward.

Thank you,

Connor P. McCormack, P.E.
Project Manager | Civil/Site
New Windsor, New York

Colliers Engineering & Design

connor.mccormack@collierseng.com

Direct: 845 875 4949 | Cell: 845 636 0477 | Main: 877 627 3772

colliersengineering.com | [affiliated authorized entities](#)



Pitingaro & Doetsch
Consulting Engineers

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

January 2, 2025

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

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

Dear Mayor Newhard and Trustees:

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

We have reviewed the Application for Payment #3 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of December 31, 2024, the project is 90% through submittals as reflected in the payment application.

The Contractor has also requested 75% 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 \$23,835.50. The balance amount to close the project, including retainage, is \$1,131,347.75.

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/lk

Application and Certificate for Payment

TO OWNER: Village of Warwick 77 Main Street, Warwick, NY	PROJECT: Well #3 WTP	APPLICATION NO: 003 PERIOD TO: December 31, 2024 CONTRACT FOR: General Construction CONTRACT DATE: PROJECT NOS: 2431 / /	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM CONTRACTOR: TAM Enterprises, Inc. 114 Hartley Road, Goshen, NY 10924	VIA ARCHITECT: 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[®], 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)	\$68,055.00
5. RETAINAGE:	
a. <u>5.00</u> % of Completed Work (Column D + E on G703)	\$3,402.75
b. <u>0</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$3,402.75
6. TOTAL EARNED LESS RETAINAGE	\$64,652.25
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$40,816.75
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$23,835.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$1,131,347.75

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
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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:
By: [Signature] Date: 12/26/24
State of: New Jersey
County of: Bergen
Subscribed and sworn to before me this 26th day of Dec, 24
Notary Public: [Signature]
My Commission expires: 8/2/26

ERYNELL RIVAS
Commission # 50043101
Notary Public, State of New Jersey
My Commission Expires
August 02, 2026

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

\$23,835.50

(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:
By: [Signature] Date: 1/2/2025

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:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

003

December 31, 2024

December 31, 2024

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	7,475.00	14,950.00	0.00	22,425.00	75.00%	7,475.00	1,121.25
2	Submittals	50,700.00	35,490.00	10,140.00	0.00	45,630.00	90.00%	5,070.00	2,281.50
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

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User Notes:

(3B9ADAB8)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (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	0.00	0.00	0.00%	86,198.00	0.00	
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	

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 09:46:39 ET on 12/26/2024 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:

(3B9ADAB8)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (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 Unforseen 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	
	GRAND TOTAL	\$1,196,000.00	\$42,965.00	\$25,090.00	\$0.00	\$68,055.00	5.69%	\$1,127,945.00	\$3,402.75	

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: December 31, 2024

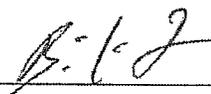
Exceptions: _____

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: \$40,816.75

The current payment amount is: \$23,835.50

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 12/26/24



Warwick Applefest • P.O. Box 22 • Warwick, New York 10990

Dear Mayor Newhard,

On behalf of the Warwick Valley Chamber of Commerce the Applefest Committee requests approval to hold the 35th annual **Warwick Applefest** on Sunday, October 5, 2025.

Upon approval from your office arrangements will be made with the Police Department, Ambulance Corps, Fire Department, Department of Public Works, etc. for proper coverage of the event as they have done in the past.

We have attached a certificate of insurance for Applefest and will provide an updated version once the Chamber renews its insurance policy in June 2025.

Should you have any questions relating to this request, please feel free to contact me.

Thank you for your continued support.

Sincerely,

Cristina Hohmann

Cristina Hohmann
Warwick Applefest 2025 Coordinator
WarwickApplefest@gmail.com
Cell: 845-988-7818



Warwick Applefest * P.O. Box 22 * Warwick, New York 10990

Proposed Schedule of Events for Sunday, October 5th – 9 AM to 5 PM

- We wish to hold the festival in the area between Lewis Park and Stanley-Deming Park, encompassing High Street, South Street, and the parking lots on South Street and Railroad Avenue/Village Green.
- Additionally, we would like to once again use Memorial Park and the parking lot at Oakland Ave. & First Street for parking.

Village of Warwick, NY - Facility Use Request Additional Notes

Before and after “walk-through” of the Stanley-Deming Park, Memorial Park, and Railroad Green will be made with the Village Supervisor of Public Works and one or more Applefest Committee members.

Road Closures

For Applefest we will be closing the following roads

- South St. to Lawrence
- Railroad Ave.
- 2nd Street
- 3rd Street
- High Street
- Bank Street
- Clinton Ave.
- Park Ave
- Park Lane
- Park Way

Please note that we are blocking all entrances except ones that are manned.

Roads Blocked off

- South & Main
- Railroad & Oakland
- Second Street & Oakland
- Third Street & Oakland

Streets to be manned

- First Street & Oakland
- Parkway & Park Lane
- South Street & Clinton

Festival Map

Below you will find the tentative festival map. Please note that if there are any changes these will be shared for review / approval.



Banners Request

Included in our email you will find the banner request for First Street, West Street, and the Utility Poles. Below you will find example for each banner. Please note that the verbiage will be updated with this year's date and sponsors.

<p style="text-align: center;">First and West Street Banner Example</p> <p style="text-align: center;">APPLEFEST OCT. 2, 2016 PLATINUM SPONSOR TRANS TECH BUS</p>	<p style="text-align: center;">Utility Banner Example</p> <p style="text-align: center;">WARWICK NEW YORK</p> <p style="text-align: center;">Applefest</p> <p style="text-align: center;">Myles Wealth Management</p>
---	---

Portable Bathroom Units

Location in Applefest festival area	No. of units
South St. parking lot (Lot across from Caboose) <ul style="list-style-type: none"> Place along railroad tracks / with 3 wash units 	15 regular 2 handicapped
Stanley-Deming Park (On South St. near Parkway) <ul style="list-style-type: none"> Across the street from the handball Court w/ 3 wash units 	14 regular 2 handicapped
Stanley-Deming Park (Carnival side of park) <ul style="list-style-type: none"> 2 - Carnival ticket booth on grass 1 - Handball court for ambulance tent with 1 wash unit. 	3 regular
Chase Bank ATM parking lot (lot next to Caboose) <ul style="list-style-type: none"> Place at rear of lot, across back end (starting from the railroad tracks in) with 2 wash units. 	6 regular 2 handicapped
Veterans Memorial Park (Lot on Forester Ave.) <ul style="list-style-type: none"> 3 Units near shuttle bus stop near park entrance - to the left as you come into the park, where the concrete extends towards the water. 2 Units should be inside the park, near the skateboard park (1 regular & 1 handicapped) 	4 regular 1 handicapped
Kuiken Brothers <ul style="list-style-type: none"> Place in rear of small parking lot behind the flag pole behind the building with 1 wash station. 	1 regular 0 handicapped
Middle School parking lot <ul style="list-style-type: none"> Place on grass between HS and MS 	2 regular 1 handicapped

Ambulance Tent

This year we would once again request your approval to set up the ambulance tent located on the handball court the day (Saturday, October 4th) before Applefest.

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

**FACILITY USE PERMIT APPLICATION
FOR GATHERINGS GREATER THAN 200 PEOPLE
ON VILLAGE-OWNED PROPERTY**

Date Request Submitted: December 3, 2024

Title of Event: Warwick Applefest

Purpose of Event: Festival that will include both craft, food, and non-profit vendors. As well as entertainment.

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 1st Street Lot Chase Lot (non-permit only)
 Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: Please see cover letter for the list of all roads.

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: October 5, 2025 Rain Date(s) Requested: October 5, 2025

Arrival Time: 6 AM Departure Time: 7 PM

Event Start Time: 9 AM Event End Time: 5 PM

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Stefanie Keegan, Chamber of Commerce Executive Director

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

Mailing Address of Responsible Party: 75 Main Street, Warwick, NY 10990

Residential Address of Responsible Party: 63 South Street, Warwick, NY 10990

Email Address: _____ Cell Phone: 347-432-9017

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

Name of Organization (if Applicable): Warwick Applefest on the behalf of the Chamber of Commerce

Organization's Phone: 845-988-7818 (Crissy - Applefest Coordinator) Email Address: warwickapplefest@gmail.com

Name of Organization's Director(s)/Officer(s): Cristina Hohmann - Applefest Coordinator / Stefanie Keegan Chamber of Commerce Executive Director

Mailing Address of Organization: P.O. Box 22, Warwick, NY 10990

Physical Address of Organization: 75 Main Street, Warwick, NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: Approx. 25K - Mix of children and Adults

of Adults: _____ # of Under 18 Yrs. Old: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

We will have desingated parking at memorial park and middle school

WILL YOUR EVENT INCLUDE: CHECK YES OR NO

Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain: We will have entertainment stages throughout the festival</i> <i>Location of Music/Loud Speakers/ Sounds System: RR Green, South Street, SD-Park, and Chase Lot</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Parade, walk, road race, etc. <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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up: Entertainment Tents, Ambulance Tent - October 4th between 12 PM and 5 PM</i> <i>Date & time tent will be removed: Vendor Tents - October 5th between 6 AM - 8 AM</i> <i>All will be removed on October 5th between 5 PM - 7 PM</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> We may have a handful of food trucks. We will work with the local police department on all necessary rules and regulations.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> <u>Food can be purchased by one of the food vendors. All vendors will be certified by the board of health.</u> <i>*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.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) <i>If yes, explain:</i> _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other <i>Please explain:</i> _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

SPECIAL REQUESTS:

CHECK YES OR NO

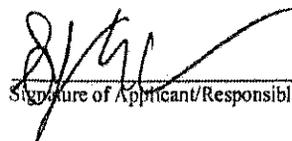
Road Closure <i>List road(s):</i> Please see cover letter <i>Closed between the hours of</i> _____ <i>and</i> _____ <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use of Village owned tables and chairs <i>Veterans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

INDEMNITY & HOLD HARMLESS

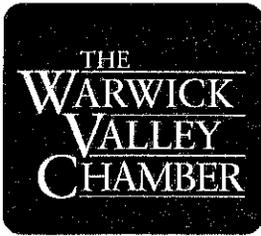
FACILITY USER does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and

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:

Stefanie Keeyn
Printed Name of Applicant/Responsible Party


Signature of Applicant/Responsible Party

12/5/24
Date



THE WARWICK VALLEY CHAMBER OF COMMERCE INC.

75 Main Street Warwick, New York 10990

WarwickCC.org | Info@WarwickCC.org

(845) 986-2720

The Honorable Michael Newhard
Mayor of the Village of Warwick
Village Board of Trustees
77 Main Street
Warwick, New York 10990

Dear Mayor Newhard and Board of Trustees;
The Warwick Valley Chamber of Commerce would like to formally request permission to hold the Warwick Valley Farmers' Market at the South Street Parking Lot for the 2025 season.

The season runs from April 27th (Opening Day) through November 23rd, 2025 excluding October 5th for Applefest.

While the hours of the Market remain from 9:00 am to 2:00 pm, we request that we have full use of the lot from 6:00 am to 3:00 pm.

Please let us know if you have any other questions or need any additional information from us,

Stefanie Keegan Craver
Executive Director
Warwick Valley Chamber of Commerce

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

FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE ON VILLAGE-OWNED PROPERTY

Date Request Submitted: 12/18/24

Title of Event: Warwick Valley Farmer's Market

Purpose of Event: Community Farmers Market

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 1st 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: 4/27/25 thru 11/23/25 Rain Date(s) Requested: _____

Arrival Time: 6:00am Departure Time: 3:00pm

Event Start Time: 9:00am Event End Time: 2:00pm

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Warwick Valley Chamber of Commerce, Stefanie Keegan

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

Mailing Address of Responsible Party: 75 Main Street Warwick NY 10990

Residential Address of Responsible Party: 63 South Street, Warwick, NY 10990

Email Address: skeegan@warwickcc.org Cell Phone: 347-432-9017

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

Name of Organization (if Applicable): Warwick Valley Chamber Commerce

Organization's Phone: 845-986-2720 Email Address: info@warwickcc.org

Name of Organization's Director(s)/Officer(s): Stefanie Keegan

Mailing Address of Organization: 75 Main Street Warwick NY 10990

Physical Address of Organization: 75 Main Street Warwick NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____
of Adults: _____ # of Under 18 Yrs. Old: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <u>Musicians</u> <i>Location of Music/Loud Speakers/ Sounds System:</i> <u>South Street Lot</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Parade, walk, road race, etc. <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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up:</i> _____ <i>Date & time tent will be removed:</i> _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

RVs, Campers, Food Trucks, etc. <i>If yes, explain: <u>Farmers Trucks</u></i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Admission Fee to Be Charged <i>If yes, please list the admission fee: _____</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> <i>*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.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain: _____ Additional contract(s) and/or insurance is required.</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other <i>Please explain: _____</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>

SPECIAL REQUESTS:
CHECK YES OR NO

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

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes _____ No <u>X</u>
Other <i>Please explain:</i> _____	Yes _____ No _____

SECTION 5: FEES/SECURITY DEPOSIT

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

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

\$500 Security Deposit (*Must be a Separate Payment*)

TOTAL FEE: \$ _____ (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 Warwick Valley Chamber Commerce (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 Warwick Valley Chamber Commerce (Name Organization).

Additionally, I agree to accept notices or summonses issued with respect to the application or the conduct of the assembly or use in any manner involving it arising out of the application, construction or application of Chapter 39 'Assemblies, Public' of the Village Code of the Village of Warwick.

Furthermore, I authorize the Village of Warwick or its lawful agents to observe the event at any time for the purpose of inspecting the same, the facilities provided and the cleaning of the premises after the termination of the assembly.

Stefanie Keegan Printed Name of Applicant/Responsible Party Stefanie Keegan Signature of Applicant/Responsible Party 12/18/24 Date

Clerk Use Only: Security Deposit Check # 500 ^{✓#335} Certificate of Insurance Host Liquor Liability NA
 Fees Received NA Park Map(s) NA Police Dept. Approval (if applicable) NA
 Facility Use Calendar _____ Parade Calendar (if applicable) _____
 *Certificates of Insurance Reviewed by NYMIR/Broker _____

INDEMNITY & HOLD HARMLESS

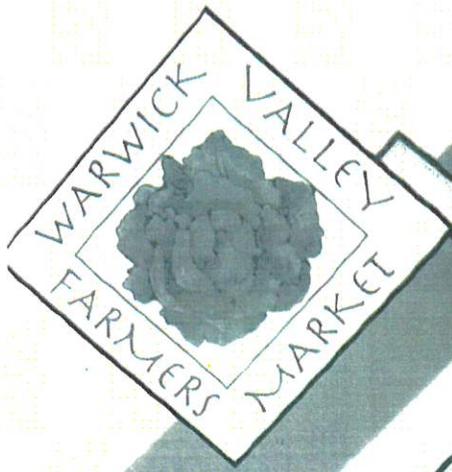
FACILITY USER does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims; or actions (including costs and

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:

Stefanie Keegan
Printed Name of Applicant/Responsible Party

Stefanie Keegan
Signature of Applicant Responsible Party

12/18/24
Date



Perry's Pickles

Emily's Hearth

Vendor
Popping Acres

Jersey Girl Cheese

Scotty's Pies

Ireelicious Orchard/Just Made Bakery

Soons Orchard

Vendor

Lynne Haven

R&G Produce

Cactus Pete

Dan Madura Farms

Woodside Bakery

TAM Hummus

Visite

Hummingbird Ranch

D'Atolico Farm

Rotating Vendor

FOOD STALL

PECKS

Drowned Lands Brewery

Warwick Valley Winery

Visite

Rogowski Farm/Black Dirt Gourmet

Locust Grove Fruit Farm

Sunrise Mountain Soap

Buds & Buds

RAW tent

Drinking Water

Champagne Tea

Apple Kind

More Good

WARWICK LITTLE LEAGUE
PO Box 153
Warwick, NY 10990

January 14, 2025

Honorable Michael Newhard
Mayor
Village of Warwick
77 Main Street
Warwick, NY 10990

Re: 2025 Little League Season

Dear Mayor Newhard and Trustees:

The Warwick Little League requests the Village's permission for use of the Memorial Park and Stanley Deming ballfields for the 2025 Little League season, which will extend from March 1 to November 20. Little League will be responsible for daily preparation of the fields and is willing to be responsible for scheduling use of the fields with other users including travel baseball and softball teams. Completed application and security deposit accompany this letter. The Insurance Certificate will be provided in January.

In addition, the League is requesting permission to hold its Opening Day Parade and Ceremonies and Picture Day on Saturday, April 26 with a rain date of May 3. The parade will step-off promptly at 10:00 AM with lineup beginning at 9:30 AM. We are requesting that High Street be closed to traffic starting at 9 AM to serve as the parade assembly area with barriers provided by the DPW. Also we request that the parking spaces on the east side of Main Street between High and Church Streets be designated as "No Parking" to allow for drop-off of participants. The parade would follow the normal route of Main Street, Railroad Avenue, South Street, Parkway, Park Lane, and then crossing Forester Avenue into Memorial Park. As always you and the Trustees are invited to march or ride in the parade and join us for the opening ceremonies. For Picture Day activities we request use of the Memorial Park Pavilion and the surrounding area between 8 AM and 6PM on April 26. The Warwick Police Department, Fire Department and Ambulance Service will be contacted and asked to provide their services for the event.

On behalf of the players and their families thank you for your continued support. If you would like to discuss any aspect of this request, please contact me.

Sincerely,



Rich DiCostanzo
President

Cc: Mike Moser, Supervisor, Village DPW

RECEIVED

JAN 16 2025

**VILLAGE OF WARWICK
CLERK'S OFFICE**

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

FACILITY USE PERMIT APPLICATION
FOR GATHERINGS GREATER THAN 200 PEOPLE
ON VILLAGE-OWNED PROPERTY

Date Request Submitted: DEC 11, 2024

Title of Event: WARWICK LITTLE LEAGUE

Purpose of Event: GAMES & PRACTICES FOR YOUTH BASEBALL AND SOFTBALL

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 1st 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: MARCH 1 -> NOV 20, 2025 Rain Date(s) Requested: _____

Arrival Time: _____ Departure Time: _____

Event Start Time: _____ Event End Time: _____

ALL DAY

SECTION 3: APPLICANT INFORMATION

Check one: Non-Profit Organization Commercial/Business Organization Family
**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: _____

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

Mailing Address of Responsible Party: PO BOX 153 WARWICK NY 10990

Residential Address of Responsible Party: 19 BARBARA DR, WARWICK NY 10990

Email Address: rjdicostanzo@gmail.com Cell Phone: (718) 496-5925

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

Name of Organization (if Applicable): WARWICK LITTLE LEAGUE

Organization's Phone: (845) 986-4866 Email Address: rjdicostanzo@gmail.com

Name of Organization's Director(s)/Officer(s): RICH DICOSTANZO

Mailing Address of Organization: PO BOX 153, WARWICK NY 10990

Physical Address of Organization: MEMORIAL PARK DR., WARWICK NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 300

of Adults: 150 # of Under 18 Yrs. Old: 150

Expected Number of Vehicles Intended at the Event: 100

Please explain the parking plan for the event: USE EXISTING PARKING LOTS IN PARK

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If no, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS OF LESS THAN 200 PEOPLE.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> <u>ON SPECIAL OCCASIONS</u> <i>Location of Music/Loud Speakers/ Sounds System:</i> <u>AT FIELDS</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Parade, walk, road race, etc. <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 <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>NOT AT THIS TIME</u>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> Date & time tent will be set up: _____ Date & time tent will be removed: _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> <u>CONCESSION STAND</u>	Yes <input checked="" type="checkbox"/> No _____
<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>	
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <input checked="" type="checkbox"/>
Other <i>Please explain:</i> _____	Yes _____ No _____

SPECIAL REQUESTS:
CHECK YES OR NO

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

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes _____ No <u>X</u>
Other <i>Please explain: _____</i>	Yes _____ No _____

SECTION 5: FEES/SECURITY DEPOSIT

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

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

\$500 Security Deposit (*Must be a Separate Payment*)

TOTAL FEE: \$ 500- (excluding security deposit)

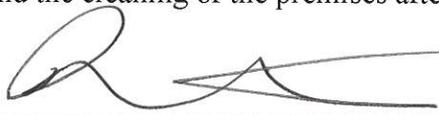
SECTION 6: INDEMNITY & HOLD HARMLESS

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 WARWICK LITTLE LEAGUE (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 WARWICK LITTLE LEAGUE (Name Organization).

Additionally, I agree to accept notices or summonses issued with respect to the application or the conduct of the assembly or use in any manner involving it arising out of the application, construction or application of Chapter 39 'Assemblies, Public' of the Village Code of the Village of Warwick.

Furthermore, I authorize the Village of Warwick or its lawful agents to observe the event at any time for the purpose of inspecting the same, the facilities provided and the cleaning of the premises after the termination of the assembly.

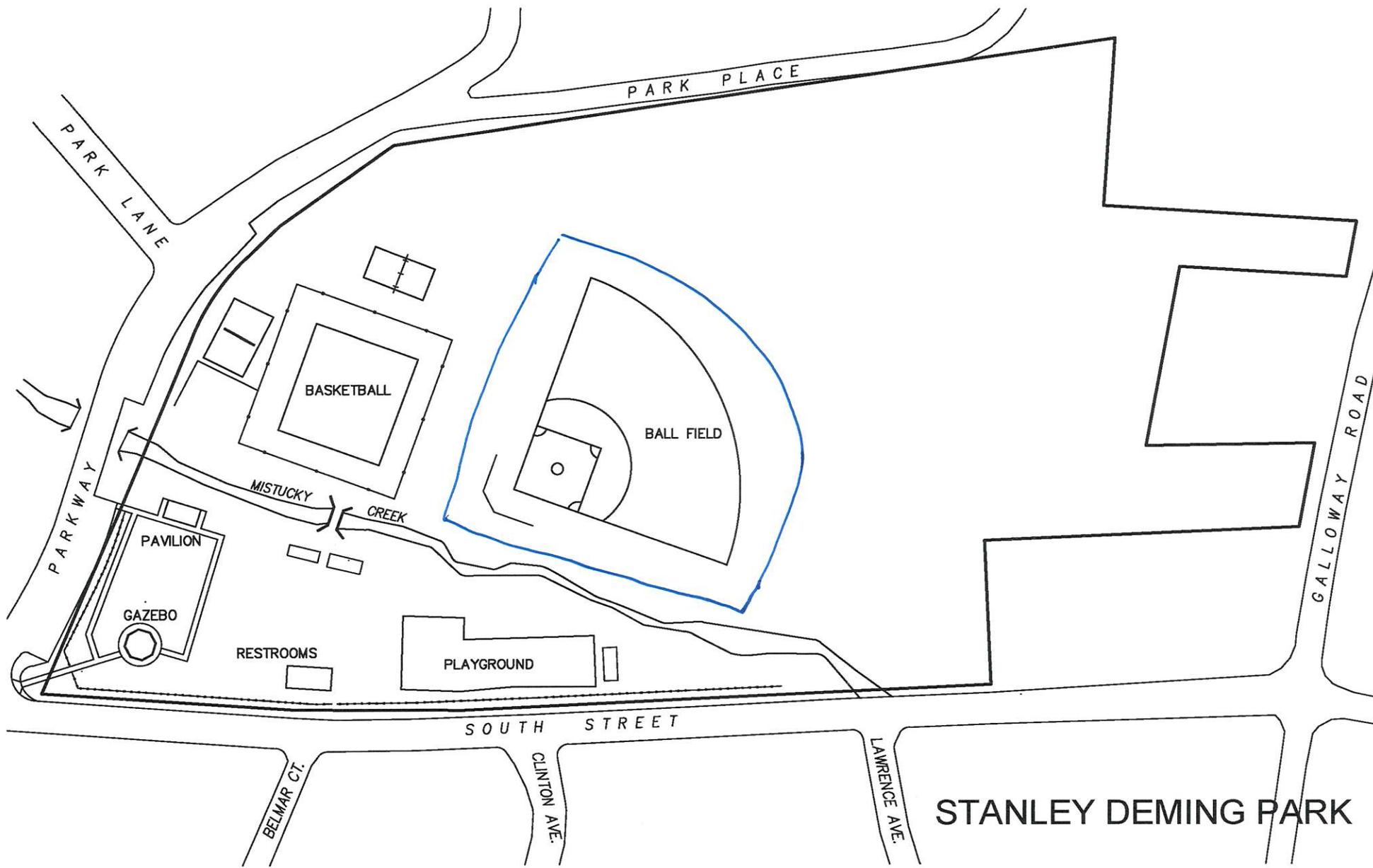
RICH DICOSTANZO
 Printed Name of Applicant/Responsible Party


 Signature of Applicant/Responsible Party

1/15/25
 Date

Office Use Only:

Security Deposit Check # Certificate of Insurance _____ Host Liquor Liability NA
 Fees Received NA Park Map(s) Police Dept. NA
 Facility Use Calendar _____ Parade Calendar _____ DPW Pre-Approval NA
 *Certificates of Insurance Reviewed by Village Insurance Carrier NA



STANLEY DEMING PARK

77 Main Street
Post Office Box 389
Warwick, NY 10990
www.villageofwarwick.org



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

VILLAGE OF WARWICK
INCORPORATED 1867

Taxicab Permit Application
Expires May 31st of each year

Applicant's Name: Raymond Hoffman Date of Birth: 11/11/1964

Social Security Number: 123-45-6789 Drivers ID: 1

Home Address: Warwick, NY 10990

Mailing Address (if different): _____

Email Address: rayhweb@gmail.com Phone #: 917-572-5228

Name of Taxi Service: Flyby Taxi, LLC Name of Owner: Raymond Hoffman

Owner's Address (if different): _____

Employer's phone # (if different): _____

Car Description: Year: 2022 Make: Subaru Model: Outback Color: Black State: NY

Have you ever been convicted of any crime? No

If yes, state the penalty: _____

Signature of Applicant: Raymond W. Hoffman Date: 12/10/24

Clerk Use Only:

BACKGROUND CHECK RESULTS

Applicant's background check - **satisfactory**
Approved by investigating officer: Schweizer

Applicant's background check - **unsatisfactory**
Disapproved by investigating officer: _____

Reasons: _____

Officer's Signature: [Signature] Title: Comm Supr

PURCHASE ORDER			PO NUMBER: N/A		
			This number must appear on all packages, invoices and documents		
			ORDER DATE: 17 January 2025		
VENDOR: Attn: Justin Davis (845)461-9563 All Bright Electric 100 Snake Hill road West Nyack, NY 10994			INVOICE TO: Atten: Cathy Schweizer (845) 986-2031 Village of Warwick P.O. Box 369 Warwick, NY, 10990		
SAMPLE SHIP TO:			SHIP TO:		
F.O.B.	PAYMENT TERMS				
Destination	As per Contract Terms				
NOTES					
Revision for 2025 installation. Note, items #8, #12-13 have already been billed (no change to unit price).					
RTE PROJECT NUMBER AND NAME			DATE REQUIRED		
P-1330 - Warwick NY, Village of Streetlight			To be confirmed by RTE (Alexis Lauzon or Bruce Ibbitson)		
RTE CODE	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		Cobrahead Fixtures			
CSW1	1	Cobrahead/Dusk to Dawn - equipment and labor: to replace existing HID Fixture with one (1) new LED Luminaire complete with Photocell/Control node. LED luminaire and Photocell/Control node provided by Village.	262	\$124.20	\$32,540.40
		Decorative Fixtures			
DSW1	2	Flood/Area - equipment and labor: to replace an existing HID Fixture with one (1) new LED Luminaire complete with one (1) Photocell/Control node. LED luminaire and Photocell/Control nodes provided by Village. If Tenon/Adapter is needed it will be provided by Village.	7	\$129.40	\$905.80
		Cobrahead & Decorative Applicable Items			
SW1	3	Supply and Install: a new fuse Kit (fuse & fuse holder) approved by Orange and Rockland (during HID to LED Conversion).	269	\$98.30	\$26,442.70
SW1-LED	4	Supply and Install: a new fuse Kit (fuse & fuse holder) approved by Orange and Rockland (for pre-existing LEDs). Scope of work also includes the installation of a fixture ownership label (supplied by Village).	183	\$119.00	\$21,777.00
SW2	5	Supply and install: New 1-15 ft. Wire, complete proper with terminations	100	\$51.75	\$5,175.00
SW3	6	Supply and install: New 16-30 ft Wire, complete with proper terminations	15	\$103.50	\$1,552.50
SW7	7	Supply and install new: 8 ft. Tapered Elliptical Aluminum Arm.	3	\$569.25	\$1,707.75
SW12	8	Storage, Fixture Receiving and Inventory Control.	269	\$10.00	\$2,690.00
SW14	9	Labor: Remove a failed Smart Control node installed on LED luminaire and Install new Smart Control node supplied by RTE. Troubleshooting to be completed at pole to confirm node issue. To be done after the original LED installation.	20	\$72.45	\$1,449.00
SW14-LED	10	Installing Smart Controls at existing LEDs	187	\$31.05	\$5,806.35
SW26	11	Labor: Troubleshooting Commissioning Allowance – on a per fixture basis, while present on site. To be done after the original LED installation. (Approval from RTE Required to use this line item).	10	\$77.65	\$776.50
SW40	12	100% Payment Bond (rate: 1.50% of project costs)	1	\$1,462.73	\$1,462.73
SW41	13	100% Performance Bond (rate: 1.50% of project costs)	1	\$1,462.73	\$1,462.73
<u>Quantities and amounts on PO are not to exceed.</u>					
TOTAL ITEMS			1,327	Sub-Total	\$103,748.45
			TOTAL AMOUNT:		\$103,748.45
<p>1. All deliveries requiring tailgate trucks MUST have a separate line item in the PO above.</p> <p>2. Proof Of Delivery (POD) must be emailed to RTE Energy Solutions on all shipments within 24-hours to: procurement@rte-es.com Indicate RTE Project Number and Name in email subject line.</p> <p>3. Packing slip must be sent via e-mail 24-48 hours in advance of delivery to the email below. Failure to do so WILL result in delivery not being accepted. procurement@rte-es.com</p>					
TERMS & CONDITIONS					
<p>1. DO NOT accept or ship goods/services WITHOUT AN AUTHORIZED SIGNATURES on Purchase Order, INVOICES WILL NOT BE HONOURED.</p> <p>2. Acknowledge receipt of this order and confirm a definite delivery date. NOT VALID unless signed by authorized representative.</p> <p>3. Make no substitutions or changes without a revised Purchase Order.</p> <p>4. Client reserves the right to cancel this order if shipment is not made as promised.</p> <p>5. This order must not be billed at higher prices than quoted.</p> <p>6. If sending multiple invoices, a reconciliation to the master quantity must be provided with each invoice.</p> <p>7. Pallets MUST be numbered for multi-pallet shipments and a Manifest identifying product(s) on each corresponding pallet be supplied.</p> <p>8. Supplier MUST notify RealTerm of delivery date(s). If there is a delay in meeting the delivery date, supplier MUST notify us immediately.</p> <p>9. Please identify on each pallet: (this will be the project number and name) P-1330 - Warwick NY, Village of Streetlight</p> <p>10. Please identify each fixture box with the respective RTE code (if applicable)</p> <p>11. Invoice will be rejected if not received within 3 business days of the invoice date</p> <p>12. Invoice will be rejected if not accompanied by packing slip and BOL</p> <p>13. Invoice will be rejected if POD is not received within 5 business days of the date of the invoice</p>					
			Authorized Signature		
			Print or Type Name		

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (hereafter referred to as the "Agreement"), is made this December __, 2023, by and between the Village of Warwick (hereafter referred to as the "Owner") with its principal office at 77 Main Street, Warwick NY 10990 and All Bright Electric (hereafter referred to as the "Subcontractor") with its principal office at 100 Snake Hill Road, West Nyack, NY 10994. Owner and Subcontractor may be jointly referred to herein as the "Parties."

PROJECT DESCRIPTION: Village of Warwick NY Streetlight

PROJECT LOCATION: Village of Warwick, New York

SECTION 1. ENTIRE CONTRACT

Subcontractor certifies that it is fully familiar with all of the terms, conditions and obligations of the Contract Documents, as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its investigation of all of such matters and is in no way relying upon any opinions or representations of Owner. This Agreement represents the entire agreement. The phrase "Contract Documents" is defined to mean and include this Subcontract Agreement, its schedules, appendices and attachments along with the subcontractor's completed Installation Request for Proposal ("RFP"). The Contract Documents are incorporated in this Agreement by reference, with the same force and effect as if they were set forth at length herein. Subcontractor agrees that it and its subcontractors are bound by any and all of the Contract Documents insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement.

SECTION 2. SCOPE

Subcontractor agrees to perform and furnish all labor, services, materials, installation, task lighting, cartage, supplies, insurance, equipment, scaffolding, tools, drinking water, and other facilities of every kind and description required for the prompt and efficient execution of the work described herein and to perform the work necessary or normally performed by Subcontractor's trade to complete the work in accordance with the provisions outlined in Schedule A-Scope of Work, attached hereto and incorporated herein by reference.

SECTION 3. PRICE AND PAYMENT TERMS

Owner agrees to pay Subcontractor for the performance of its work at the amounts as specified in Schedule B – Pricing, subject to adjustments for changes in the work as may be directed by executing a written change order signed by both parties.

Owner agrees to make payment in the following manner:

Owner agrees to pay to Subcontractor Ninety Percent (90%) of the value of the work actually and satisfactorily completed by Subcontractor as progress payments which have been placed in position in accordance with the Contract Documents. Such progress payments to Subcontractor shall be made within thirty (30) days after receipt of invoice. Final payment to Subcontractor shall be made thirty (30) days after the entire work has been fully completed in conformity with the Contract Documents and has been delivered to and accepted by Owner, including complete recycling certificates of the removed equipment (Recycling certificate as proof of proper disposal is require for holdback release). Subcontractor agrees to furnish, if and when reasonably required by Owner, payroll affidavits, certified payroll reports, receipts, vouchers, releases of claims for labor and material, and agrees to furnish same from its subcontractors and suppliers performing work or furnishing materials under this Agreement, all in a form reasonably satisfactory to Owner. It is agreed that no payment hereunder shall be made, except at Owner's option, until and unless such documents have been furnished. Any payment made hereunder prior to completion and acceptance of the work, as referred to above, shall not be construed as evidence of acceptance or acknowledgment of completion of any part of subcontractor's work. In the event of the assertion by other parties of any claim against Owner or Owners Surety arising out of Subcontractor's breach of this Agreement, Owner shall have the right to retain out of any payments due or to become due to Subcontractor an amount sufficient to completely protect Owner from any and all loss, damage, or expense therefrom until the situation has been remedied or adjusted by Subcontractor to the reasonable satisfaction of Owner. If at any time Owner shall determine that Subcontractor's financial condition has become unstable or unsatisfactory, Subcontractor shall furnish additional security satisfactory to Owner within fourteen (14) days after written demand therefore is mailed or delivered to Subcontractor, and, in default of furnishing said additional security, Owner shall have the option to cancel this Agreement or to initiate such other action as Owner may deem reasonably necessary for the protection or preservation of its interests and/or the prevention of delay in the efficient and orderly progress of work on the Project, including but not, limited to, that portion of the work to be performed by Subcontractor hereunder. In the event of such cancellation, the rights of Owner, shall be the Same if Subcontractor had willfully refused to further perform the work of this Agreement.

Except as otherwise provided in the following paragraph, nothing in this agreement or the Contract Documents shall prevent the Subcontractor from taking any actions necessary to preserve, perfect or enforce any rights is has under applicable state lien laws. Subcontractor shall provide to Owner, prior to the time of any payment by Owner hereunder (except for the first payment), a waiver or release of all mechanics' or other liens or lien claims by Subcontractor, or any person or entity who may lawfully assert a claim, or any claim by or through Subcontractor; on or against any or all of the property of Owner arising out of the Work (collectively, "Liens") in a form and substance satisfactory to Owner and duly executed by Subcontractor and all other persons or entities who may become entitled through Subcontractor to any Liens. If at any time there shall be asserted by any entity a claim for payment arising out of the Work for which a lien may be asserted against Owner or any property of Owner, the Work site or any portion thereof, then Owner shall have the right to retain out of any payment then due or thereafter to become due to Subcontractor an amount sufficient to indemnify Owner such Lien or Liens plus all costs and/or expenses associated therewith. Should there prove to be any such Lien or Liens after all such payments are made to Subcontractor, Subcontractor shall pay to Owner on demand the amount of all moneys that Owner may be compelled to pay in order to discharge any such Lien or Liens plus all costs and/or expenses

associated therewith, including reasonable attorney's fees incurred in the defense of any such claim. The provisions of this Section shall survive the completion or termination of the Work or the termination of this Contract for any reason.

SECTION 4. CHANGES IN WORK

Owner and Subcontractor may by written change order make changes in the work to be performed hereunder within the general scope hereof. If such changes cause an increase or decrease in the cost of the work or in the required time for its performance, an equitable adjustment shall be made subject to the conditions of this Paragraph and such amounts shall be included in the change order. Subcontractor shall make no changes in the work nor shall it be entitled to any additional compensation unless first authorized in written change order signed by Owner and an authorized representative of the Subcontractor.

SECTION 5. COMPLIANCE WITH ALL LAWS, REGULATIONS AND SAFETY REQUIREMENTS

Subcontractor shall, at its sole, cost and expense, and without increase in price paid by Owner hereunder, comply with all provisions set forth in the Prime Contract, including but not limited to, compliance with Prevailing Wage and Certified Payroll requirements as required on all public works projects in accordance with all applicable federal, state and local laws, in addition to all other laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary licenses, and other certificates of qualification required therefore, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment. Without limiting the generality of the foregoing provision, Subcontractor shall comply with all laws regulating toxic or hazardous substances or materials.

SECTION 6. INSURANCE

Subcontractor, at its own expense, will procure and maintain in full force and effect all of the insurance required by the Prime Contract as well as those outlined in Schedule C - Insurance Requirements. Subcontractor must deliver certificates of insurance and endorsements evidencing and confirming all coverage required herein at the time the Agreement is signed, before any work is commenced, and again prior to the expiration of each required policy of insurance.

The Subcontractor's insurance coverage shall be primary to and will seek no contribution from all insurance available to Owner, and their respective officers, officials, employees, and volunteers, with their insurance being excess, secondary and non-contributing. Each insurance policy shall not be reduced, cancelled or allowed to expire without at least thirty (30) days prior written notice to Owner, unless due to non-payment of premiums, in which case ten (10) days prior written notice shall be made to Owner.

The Workers' Compensation policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against RTE Energy Solutions and the Owner.

The required insurance shall be subject to approval of Owner which shall not be unreasonably withheld. Under no circumstances shall delivery to, inspection or acceptance of insurance certificates or other proof of existence of the coverages limit or release the Subcontractor of the duties, responsibilities and liability assumed by the Subcontractor in this Agreement or constitute a waiver in favor of the Subcontractor of any of Owner's rights. Neither the forbearance nor omission by Owner to require proof of all provisions of this insurance from Subcontractor before permitting Subcontractor to proceed or continue with the

Work will be deemed as a waiver of Owner's rights or Subcontractor's obligations regarding the provisions of insurance under the Agreement. No work shall be performed at the Project site until said certificates have been furnished and approved. Payment may be withheld, at the option of the Owner, until such certificates have been furnished, or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or the reinstatement of the canceled policy. Copies of policies shall be furnished upon request.

In order to meet the required minimum limits of the liability insurance, it is permissible for the Subcontractor to combine an umbrella liability policy with the primary liability policy, at the discretion of Subcontractor. The limits and type of insurance coverage required are minimums only and do not impose a limitation on the scope of the Indemnity (by the Subcontractor), and nothing herein shall preclude the Subcontractor from obtaining higher limits and other forms of insurance as would be appropriate to the Subcontractor's operational activities and risks of loss. If the Subcontractor maintains higher limits than the minimums required herein, the Owner shall be entitled to coverage for the higher limits maintained by the Subcontractor; to the extent of Subcontractor's indemnification obligation. Any such insurance maintained by the Subcontractor with limits of liability in excess of the minimum limits of liability required to be maintained by the Subcontractor pursuant to this Agreement shall be primary and non-contributing with any insurance which may be carried by or available to the Owner. Failure of Owner to enforce in a timely manner any of the provisions of this Agreement, shall not act as a waiver of enforcement of any of these provisions at a later date in the performance of this Agreement.

SECTION 7. BOND REQUIREMENTS

Prior to the installation start date, the Subcontractor, shall provide the following bonds in the minimum amounts as specified herein.

- a) **Payment Bond** in the amount of 100% of this Agreement's Total Price, guaranteeing to the Owner payments for all labor, materials, and equipment utilized in the completion of work under the Agreement.
- b) **Performance Bond** in the amount of 100% of this Agreement's Total Price, guaranteeing to the Owner the completion of the work under the Agreement.

The Agreement Total Price for the purpose of providing Performance and Payment Bonds in the appropriate amounts, shall be equal to the Total Contract amount shown on Schedule B - Pricing.

All bonds shall be guaranteed by a Surety licensed to do business in the State of New York.

No work shall commence until the required bonds have been delivered in good form to the Owner.

It is distinctly agreed and understood that any changes in plans and/or specifications for this work, whether such changes increase or decrease the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the Subcontractor.

SECTION 8. INDEMNIFICATION AND DUTY TO DEFEND

To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless Owner, and any of their respective directors, officers, agents, employees, affiliates, subsidiaries, partners and representatives and any other persons or entities designated by any of them (collectively

"Indemnitees") from any and all causes of action, penalties, assessments, fines, actions by governmental authorities, liabilities, claims, damages, or expenses, including but not limited to reasonable attorney's fees and costs ("Claims"), which arise out of any action, inaction, error or omission of the Subcontractor any of its subcontractors, suppliers, vendors, employees, or persons for whom it is responsible.

This indemnification provision shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and this Section 8 shall govern all of Subcontractor's indemnification and defense obligations under this Agreement. Subcontractor, however, shall not be obligated under this Agreement to indemnify Owner to the extent Claims arise out of the negligence or willful misconduct of Owner or its agents, employees or independent contractors or Owner who are directly responsible to Owner, or to the extent Claims arise out of defects in design furnished by such persons, or to the extent Claims do not arise out of Subcontractor's scope of work. Except as otherwise provided by the statutes or public policy of the State of New York Subcontractor's indemnity obligations under this Agreement are in addition to, and not limited by, any insurance.

If a Claim arises entirely out of Subcontractor's scope of work, Subcontractor shall defend the Claim with counsel of its choice, subject to Owner's approval, which approval shall not be unreasonably withheld, and Subcontractor shall maintain control of the defense for the Claim. Subcontractor shall provide the Indemnitees with a complete defense against the Claim, including any vicarious liability claims against the other Indemnitees. To the extent Subcontractor asserts that another party is responsible for a Claim, Subcontractor shall provide Owner with all information, documentation, and evidence, if any, relating to that assertion. Nothing herein shall be construed to prevent Owner from participating in the defense.

If only a portion of a Claim arises out of Subcontractor's scope of work, Owner shall defend the Claim and Subcontractor shall pay Owner, within 30 days of receipt of invoice, its reasonable allocated share of the other Indemnitees' defense fees and costs, on an ongoing basis during the pendency of the Claim, and including any amounts reallocated upon final resolution of the Claim by settlement or judgment.

Subcontractor shall ensure that subcontractors of every tier below Subcontractor are obligated to fully defend, indemnify, and save harmless all Indemnitees to the same extent that Subcontractor is obligated hereunder.

SECTION 9. DISPUTE RESOLUTION AND JURY WAIVER

So long as the Owner are not otherwise in default with respect to their obligations under this agreement, Subcontractor shall not delay or postpone any work pending resolution of any dispute except as the Owner and Subcontractor may otherwise agree in writing. Pending final resolution of a dispute, including exhaustion of all applicable dispute resolution procedures, Subcontractor shall proceed diligently with the performance of its scope of work, including any disputed work, and based on such performance, Owner shall continue to make payments for undisputed work in accordance with this Agreement.

In the event any dispute does arise under this Agreement, the parties shall, before commencing litigation, first attempt to resolve the dispute informally. The informal resolution shall include direct negotiations between management level officers of each party and, if not resolved through direct negotiation, then the parties shall submit the dispute to a facilitated negotiation using a qualified neutral mediator. Disputes not resolved by mediation shall be resolved through civil litigation. The parties acknowledge that they may have a right at law to have disputes arising under this Agreement heard by a jury, and for

consideration set forth in this Agreement, expressly waive and relinquish that right. All disputes arising under or relating to this Agreement that are to be resolved through civil litigation, shall be heard by a court of competent jurisdiction, sitting without a jury.

In the event the parties hereto become involved in litigation arising out of this Subcontract or the performance thereof, the substantially prevailing party in such litigation or alternative dispute resolution shall be entitled to recover its reasonable attorneys' fees, expert fees and other costs, in addition to such damages and costs which may be awarded.

SECTION 10. WORKMANSHIP & WARRANTIES

Subcontractor warrants to Owner that it has fully and carefully reviewed the provisions, specifications, drawings, performance standards, samples or other descriptions contained in this Agreement and/or furnished or made available to Subcontractor. Subcontractor warrants to Owner that all work under this Agreement will be performed in a good and workmanlike manner, the materials to be delivered under this Agreement shall be merchantable, free from all defects, of the quality specified, shall be fit, safe and appropriate for the purpose intended, shall conform to the provisions, specifications, performance standards, drawings, samples or other descriptions contained herein, furnished and/or made available to Subcontractor. Below are terms and conditions pertaining to workmanship requirements:

- A. Subcontractor warrants, for a period not to exceed one (1) year from the Installation End Date (defined as the date when the final luminaire is installed), all work carried out against defects in workmanship and materials in accordance with the Scope of Work.
- B. Subcontractor agrees to repair and replace faulty work, which becomes evident during the warranty period and within 7 days of notification or discovery of defect.
- C. All repairs, including required materials, shall be carried out at Subcontractor(s)' sole cost. This includes and is not limited LED fixtures, photocells, smart controls and any other lighting equipment supplied by the Owner, Owner or the Subcontractor that has been damaged or affected through Subcontractor poor workmanship, mistakes or omissions.
- D. Defects may include, but not limited to: workmanship involving the installation of all materials (fuse, fuse holder and/or wire) affecting the performance of the lighting system.
- E. Note that Owner will be verifying the quality of Subcontractor(s)' workmanship and reported materials used through a third-party quality assurance professional.
- F. While RTE may provide installation, codes associated with the LED fixtures to be installed, the contractor is responsible to verify and ensure that the part number of the LED fixtures installed matches the installation map provided by RTE, regardless of the installation code. Should a fixture be installed at an incorrect location, meaning that the part number of the fixture does not match the installation map, regardless of the installation code, the contractor will be fully responsible to rectify the incorrect installation and will not be compensated for rectifying the error.

All warranties implied by law or usage of trade are incorporated into this Agreement and shall apply to the services and materials ordered. These warranties shall survive inspection, delivery, acceptance, and payment. Subcontractor is liable for and will hold Owner harmless from any and all claims, losses, damages and expenses that may be made against or sustained by Owner by reason of a breach of any of these warranties. The warranties described herein are in addition to any other warranties or service guaranties of Subcontractor. Subcontractor guarantees Owner that the services and/or materials to be delivered under this Agreement shall be free of any and all defects in workmanship and materials which may develop for a period of one year or such longer time as may be provided in any manufacturer's or other warranty accompanying the materials. The services and materials are ordered by Owner in reliance on each and all of the warranties and guarantees specified herein and implied by law or usage of trade.

Owner's remedies pursuant to this paragraph are in addition to, and not a limitation on, all other remedies permitted by law.

SECTION 11. TIME OF COMPLETION

Time is of the essence with this project. As such, Subcontractor will perform the activities outlined in the Schedule A - Scope of Work per the schedule outlined in the Schedule A - Scope of Work.

All works identified in Schedule A shall be completed within 30 working days from the kick-off meeting, assuming equipment is present on site prior to kick-off meeting, unless otherwise agreed upon by the Owner. Expected delays shall be communicated to the Owner on a timely basis but shall not serve as a waiver by the Owner of any of its rights under this Agreement, including penalties and or liquidated damages if said delays result from the actions or inactions of the Subcontractor, are within its control and included in the Prime Contract.

SECTION 12. TERMINATION

12.1. Termination by Owner. If Subcontractor shall at any time (1) refuse or neglect to provide sufficient properly skilled workmen or materials of the proper quality, (2) fail in any respect to execute the Subcontract Work according to the current Project schedule and such failure is the fault of the Subcontractor, (3) cause by any action or omission the stoppage of, delay of, or interference with the work of Owner or others on the Project, (4) fail in the performance of any obligations or other covenants in this Subcontract, (5) be adjudged bankrupt or make a General Assignment for the benefit of its creditors, (6) have a Receiver appointed for Subcontractor or its assets, (7) fail to give adequate assurance of due performance after request by Owner, or (8) become insolvent or become a debtor in reorganization, composition, or arrangement proceedings, Subcontractor shall be in material breach of this Subcontract. Then after serving a fourteen (14) day written notice, mailed or delivered to the last known address of Subcontractor, or mailed or handed or delivered to a designated representative of Subcontractor, of the existence of any of the foregoing causes, and unless the cause specified in such notice shall not have been eliminated within fourteen (14) days after receipt of such notice, Owner at its sole option may provide either itself or through others, any and all such labor, materials, and/or services reasonably required to perform the Subcontract Work or prevent loss or damage to Owner, or the Project, and may deduct from any money then due or thereafter to become due to Subcontractor all costs and expenses thereof, including ten percent (10%) of such incurred costs and expenses for overhead and profit, plus attorneys and consulting fees, and other losses, expenses, or damages sustained by Owner by reason of the default or breach by Subcontractor.

In any such event, after such notice and failure to eliminate such cause within the fourteen-day notice specified, Owner, at its option, may terminate the Subcontractor, and may employ any other person or persons to complete the Subcontract Work by whatever method Owner may reasonably deem expedient, and may provide the materials therefore either itself or through others. In case of such Subcontractor termination, Subcontractor shall not be entitled to receive any further payment until the Subcontract Work shall be fully completed and accepted by Owner or its representative; and at such times, if the unpaid balance of the Subcontract Price to be paid shall exceed the losses, expenses and damages incurred by Owner in completing the Subcontract Work, such difference shall be paid by Owner as a Final Payment; but if such losses, expenses, and damages exceed such unpaid balance, Subcontractor shall pay the difference to Owner within 30 calendar days of such written demand.

12.2. Termination for Convenience

Owner, at its sole option and discretion, has the right to terminate this Subcontract at its convenience for any reason whatsoever and without cause. Upon receipt of written notice from Owner of such termination, Subcontractor shall:

1. Cease operations as directed by Owner in the notice;
2. Take actions necessary, or that Owner may direct, for the protection and Preservation of the Subcontract Work; and
3. Except for Subcontract Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders.

In case of such termination for convenience, Subcontractor shall be entitled to receive payment for all Subcontract Work performed as of such termination and the reasonable costs, including lost profit on the work already completed by Subcontractor (but not, for the avoidance of doubt, lost profits on work not yet completed by Subcontractor) incurred by reason of such termination, less any withholding or deduction as provided elsewhere in this Subcontract.

SECTION 13. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and agrees to perform all work under this order as an independent contractor and not as the agent, employee or servant of Owner. Subcontractor has the exclusive right to exercise full control and supervision of the means and methods of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work. Owner shall not have control over the operative details of Subcontractor's work. Subcontractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Subcontractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors during the duration of this Agreement.

SECTION 14. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of New York, and venue for any legal action shall be in the State of New York.

SECTION 15. NOTICES

All notices, requests, demands or other communications to or from the parties hereto 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 Owner:

Village of Warwick
77 Main St.
Warwick NY 10990

Attention: Barry Cheney
Phone: (845) 986-2031
E-mail: cheney@villageofwarwick.org

(ii) If to the Subcontractor:

All Bright Electric
100 Snake Hill Road
West Nyack, NY 10994

Attention: Craig Galatro
Phone : (845) 358-1200
E-mail : cgalatro@allbrightelectric.com

SECTION 16. SEVERABILITY

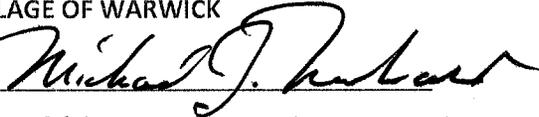
If one or more of the provisions of this agreement shall be invalid, unenforceable or illegal, the validity, enforceability, and legality of the remaining provisions shall not in any way be impaired.

SECTION 17. 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

VILLAGE OF WARWICK

By: 

Name: Michael J. Newhard

Title: Mayor

Date: 12/20/2023

ALL BRIGHT ELECTRIC

By: _____

Name:

Title:

Date:

SCHEDULE A – SCOPE OF WORK

Pursuant to the terms of the Subcontract Agreement between Village of Warwick ("Owner") and All Bright Electric ("Subcontractor"), Subcontractor hereby agrees to perform and furnish, in accordance with the highest standards, all labor, services, materials, installation, task lighting, cartage, supplies, insurance, equipment tools, and other facilities of every kind and description required for the prompt and efficient execution of the below-listed work, and to perform any and all such work necessary or normally performed by Subcontractor's trade to complete the work in accordance with the duties outlined below and in the Contract Documents, defined in the Subcontract Agreement to mean and include the Subcontract Agreement and all provisions therein, the Prime Contract, together with its general, supplementary and other conditions, addenda and modifications, plans and specifications, and all documents and instruments referred to in the proceeding instruments. Subcontractor hereby agrees to undergo the following in a good and workmanlike manner:

- A. Provide onsite supervision, assistance in material handling and for updating RTE's ArcGIS App for tracking the installation, during Subcontractor work on Orange and Rockland network. Subcontractor to provide bucket truck and Qualified personnel throughout the Town as defined in the Contract Documents;
- B. Traffic control services (flaggers and/or Police details) by Subcontractor. Subcontractor to provide miscellaneous support, such as placing safety cones to assist with these services.
- C. Utilize handheld Global Positioning System (GPS) devices provided by Subcontractor during all field installations to track specific characteristics of each installed fixture. Owner will provide training on use of the devices and Subcontractor agrees to follow all data collection protocols as instructed by Owner to ensure accuracy of the data. Subcontractor shall be responsible for collecting accurate and complete data at the time and location of installation and agrees that if data collection is insufficient. Subcontractor shall return to the project to correct it at no charge to the Owner. Owner may withhold payment for installations until complete and accurate data is received;
- D. Owner to provide Subcontractor with installation maps providing specific guidance as to which fixture to install at each location. Subcontractor shall contact the Owner prior to any deviation from these maps. If Owner cannot be reached or there is any uncertainty as to how to proceed at a specific location, Subcontractor shall skip the installation of that fixture and submit a data point on the GIS device reflecting the skipped location. Subcontractor shall provide additional installation schedules, look-ahead schedules, and any other documentation requested by Owner or Owner concerning or relating to installation activities;
- E. If applicable pay prevailing wage rates based on the requirements of all federal, state and local laws. On a weekly basis, or as otherwise required by Owner or Owner, Subcontractor agrees to provide Owner with Certified Payroll Records, in compliance with all federal, state, and local laws, and respond promptly to any feedback regarding the reports;
- F. Provide technical assistance based on field conditions as necessary;

- G. Provide a secured storage location and conduct inventory control throughout the project, including the completion of Product Receipt Acknowledgement (PRA) forms within 48 hours of deliveries being received. **If the PRA is not completed, signed, and returned within 48 hours, it is deemed that the shipment has arrived complete and undamaged.** After which point, the Subcontractor is liable financially for any discrepancies in quantities and/or damages not reported through the Proof of Delivery (POD) to the shipping/transportation company and the RTE PRA process;
- H. Prior to the installation starting, RTE will provide the Subcontractor a Notice to Proceed (NTP) to Installation Phase. As part of the NTP, the Subcontractor will need to provide all documents requested by RTE's project management team associated with the installation and return the signed NTP. Once the NTP has been signed by both RTE and the Subcontractor, the installation may begin. Note that the Subcontractor may start to mobilize resources and purchasing material required for the installation prior to the completed NTP, however no installation shall start until NTP has been completed. Note that should the Subcontractor begin installation without having completed the NTP, **a daily penalty of \$1,000 will be applied for each day that the Subcontractor carries out installation work without an NTP approved and signed by RTE;**
- I. Fully comply with all terms, conditions, and obligations of the Contract Documents, the location of the job sites, and the conditions under which the work is to be performed, and provide all required documentation and records of compliance per the Owner's requirements;
- J. Any and all actions not specifically reference above, but which are necessary to accomplish the goals outlined above or as specified in the Contract Documents (including complete recycling certificates of the removed equipment).

Pre-existing LEDs, Private lights, and MTO/DOT lights:

- K. Given the time lapse between completion of the GIS (field) audit and the installation phase, certain field conditions may have changed (unknowingly to RTE, or the Owner), which are not reflected on the installation map. As such, field conditions must be reviewed by the Subcontractor and proper judgement should be taken by the Subcontractor before completing installations. Below are the expected approach Subcontractor must follow regarding pre-existing LEDs, private and MTO (Ministry of Transportation)/DOT (Department of Transportation) lights:
 - a. Unless otherwise stated by RTE, pre-existing LEDs (even if present on the map) shall not be replaced.
 - b. If the replacement of pre-existing LEDs is stated as part of the scope of work by RTE, the removed pre-existing LEDs shall be returned to the owner.
 - c. If pre-existing LEDs are replaced incorrectly (i.e. replaced while not stated as part of the scope of work) and that a decision is made by the owner to the keep the new LED, the pre-existing (removed) LED must be returned to the owner. In such a situation, RTE/the Owner reserves the right to compensate the Subcontractor accordingly for the work. If a decision is made by the owner to have the pre-existing LED re-installed, this work shall be

carried out by the Subcontractor and the Subcontractor will be responsible for all costs associated with the removal and re-installation of the pre-existing LED.

- d. MTO/DOT, and/or privately owned lights (even if present on the map) shall not be replaced the Subcontractor must notify RTE of said lights and wait for instructions before performance any work on these locations. Subcontractor must update the map by adding a comment clearly identifying the reason why the light was not installed.
- e. If a decision must be made between the map and field conditions, field conditions shall prevail.

For any questionable locations, Subcontractor must consult with RTE before replacing such locations. RTE/the owner will not assume liability or responsibility for work carried out by the Subcontractor that was not formally stated as part of the scope of work.

Verification of Power at each Installation:

The subcontractor is responsible to ensure that power is available, and that each luminaire is working following the installation by conducting the "glove test" and/or alternative accepted method (e.g., fully covering of photocell / smart control, to ensure luminaire turns on). Following the completion of the glove test or equivalent, the subcontractor is responsible to validate through RTE's supplied installation App that the test was completed (Field Name: "Power Available (Tested by subcontractor)") and to confirm the result of the test (Dropdown menu option: "Yes"/ "No"). If there is no power available, a description of the issue must be included in the comment section of the installation App. **Completing the glove test or equivalent and updating the corresponding field in the installation App at each installation is mandatory. Failure to do so can lead to non-acceptance of work and non-payment until the issue is corrected.**

Failure to complete the glove test and/or to update the installation App confirming the completed test will be considered an installation deficiency covered by the subcontractor workmanship warranty at the subcontractor's expense. Should a no power issue be reported within 30 calendar days from the fixture installation date at a location where the glove test was not completed and the installation App was not updated, the subcontractor will be required to demonstrate proof that the no power issue is not a result of faulty workmanship. Proof may be provided in formats such as: written justification/explanation and supporting images/video. Should the supporting proof be deemed not adequate/conclusive by RTE, the issue will be deemed as faulty workmanship and the subcontractor will be fully responsible to rectify the issue and will not be compensated for rectifying the issue. If the issue cannot be rectified due to being outside of the workmanship warranty (i.e., utility no power, etc.) the subcontractor will not be compensated for the trip either as the issue should have been reported when the fixture was installed.

Note that the subcontractor also has the opportunity (optional) to attach an image of each completed glove test within the RTE installation App. Should a no power issue arise, an included image of the completed glove test at the specified RTE_ID in question will serve as supporting evidence that the subcontractor properly completed the required test. Any image attached should clearly show the glove test being carried out and the LED luminaire turned on.

SCHEDULE B – PRICING

VENDOR: Attn: Justin Davis (845)461-9563 All Bright Electric 100 Snake Hill road West Nyack, NY 10994		INVOICE TO:			
SAMPLE SHIP TO:		SHIP TO:			
F.O.B. Destination	PAYMENT TERMS As per Contract Terms				
NOTES					
RTE PROJECT NUMBER AND NAME P-1330 - Warwick NY, Village of Streetlight				DATE REQUIRED To be confirmed by RTE (Alexis Lauzon or Bruce Ibbitson)	
RTE CODE	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
		Cobrahead Fixtures			
CSW1	1	Cobrahead/Dusk to Dawn - equipment and labor: to replace existing HID Fixture with one (1) new LED Luminaire complete with Photocell/Control node. LED luminaire and Photocell/Control node provided by Village.	262	\$120.00	\$31,440.00
		Decorative Fixtures			
DSW1	2	Flood/Area - equipment and labor: to replace an existing HID Fixture with one (1) new LED Luminaire complete with one (1) Photocell/Control node. LED luminaire and Photocell/Control nodes provided by Village. If Tencor/Adapter is needed it will be provided by Village.	7	\$125.00	\$875.00
		Cobrahead & Decorative Applicable Items			
SW1	3	Supply and install: a new fuse Kit (fuse & fuse holder) approved by Orange and Rockland (during HID to LED Conversion).	269	\$95.00	\$25,555.00
SW1-LED	4	Supply and install: a new fuse Kit (fuse & fuse holder) approved by Orange and Rockland (for pre-existing LEDs). Scope of work also includes the installation of a fixture ownership label (supplied by Village).	183	\$115.00	\$21,045.00
SW2	5	Supply and install: New 1-15 ft. Wire, complete proper with terminations	100	\$50.00	\$5,000.00
SW3	6	Supply and install: New 16-30 ft Wire, complete with proper terminations	15	\$100.00	\$1,500.00
SW7	7	Supply and install new: 8 ft. Tapered Elliptical Aluminum Arm.	3	\$550.00	\$1,650.00
SW12	8	Storage, Fixture Receiving and Inventory Control.	269	\$10.00	\$2,690.00
SW14	9	Labor: Remove a failed Smart Control node installed on LED luminaire and install new Smart Control node supplied by RTE. Troubleshooting to be completed at pole to confirm node issue. To be done after the original LED installation.	20	\$70.00	\$1,400.00
SW14-LED	10	Installing Smart Controls at existing LEDs	187	\$30.00	\$5,610.00
SW26	11	Labor: Troubleshooting Commissioning Allowance – on a per fixture basis, while present on site. To be done after the original LED installation. (Approval from RTE Required to use this line item).	10	\$75.00	\$750.00
SW40	12	100% Payment Bond (rate: 1.50% of project costs)	1	\$1,462.73	\$1,462.73
SW41	13	100% Performance Bond (rate: 1.50% of project costs)	1	\$1,462.73	\$1,462.73
<u>Quantities and amounts on PO are not to exceed.</u>					
TOTAL ITEMS			1,327	Sub-Total	\$100,440.45
			TOTAL AMOUNT:		\$100,440.45

SCHEDULE C – INSURANCE REQUIREMENTS

The Subcontractor agrees that it shall, at all times during the term of this Agreement, maintain in full force and effect, the following minimum insurance coverage:

- A. Commercial General Liability Insurance with limits of not less than five million dollars (\$5,000,000) per occurrence and general aggregate for each (i) bodily injury and property damage, (ii) personal injury and advertising injury liability, and (iii) products and completed operations. The policy shall also include contractual liability and a standard separation of insureds or cross liability provision, as would be achieved under the standard ISO CGL form.
- B. Automobile Liability Insurance to cover liability for the ownership, maintenance and use of all owned, hired, or non-owned vehicles, for a combined single limit for bodily injury and property damage in an amount not less than of one million dollars (\$1,000,000) per accident.
- C. Workers Compensation coverage in an amount not less than statutory requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease and policy limit for bodily injury by disease.
- D. Property Insurance to cover Subcontractor's personal property, or property considered to be in its care, custody, and control.
- E. Errors and Omissions Insurance with limits of \$250,000 per claim, and \$500,000 general aggregate.

CONDITIONS OF INSURANCE

- A. In order to meet the required minimum limits of the Liability Insurance, it is permissible for the Subcontractor to combine an umbrella liability policy with the primary liability policy, at the discretion of Subcontractor. The limits and type of insurance coverage required are minimums only and do not impose a limitation on the scope of the indemnity, and nothing herein shall preclude the Subcontractor from obtaining higher limits and other forms of insurance as would be appropriate to the Subcontractor's operational activities and risks of loss. If the Subcontractor maintains higher limits than the minimums required herein, the Owner and Owner shall be entitled to coverage for the higher limits maintained by the Contractor; to the extent of Subcontractor's indemnification obligation. Any such insurance maintained by the Subcontractor with limits of liability in excess of the minimum limits of liability required to be maintained by the Subcontractor pursuant to this Agreement shall be primary and non-contributing with any insurance which may be carried by or available to the Owner and Owner.
- B. Policies shall be issued by insurers approved to do business in the jurisdiction where the Owner is located.
- C. The Subcontractor shall be responsible for deductible amounts under its insurance policies, except where otherwise provided. Losses not covered by reason of such deductibles shall be the sole responsibility of the Subcontractor.
- D. Prior to commencement of the work and upon the renewal, or extension of each policy of insurance required herein, the Subcontractor shall promptly provide the Owner with certificates

of insurance for all policies and umbrella policies, including copies of endorsements such as Additional Insured endorsements. In addition to the certificates of insurance, Subcontractor will provide the NY Construction Certificate of Liability Insurance Addendum 855 form.

- E. Each policy of insurance shall be endorsed to provide that the policy cannot be cancelled with less than thirty (30) days prior written notice to the Owner (10 days for non-payment of premium). Subcontractor shall be responsible to provide same thirty (30) days prior written notice to Owner if its policies are not renewed or are reduced or materially changed below the scope of coverage or the limits required herein.
- F. The commercial general liability, auto insurance and any additional liability insurance carried by the Subcontractor pursuant to this Agreement shall name Owner, Owner, their respective officers, officials, employees, and volunteers, "Frontier, its subsidiaries and affiliates" and such other persons as Owner and Owner may reasonably request from time to time, as additional insureds with respect to liability arising out of or related to this Agreement or the operations of Subcontractor, performed by or on behalf of Subcontractor, as well as all liability for which Subcontractor indemnifies and holds Owner and Owner harmless in accordance with the indemnification provision herein .
- G. The above policies requiring additional insured status shall be primary to and will seek no contribution from any other insurance carried by or for the benefit of Owner, Owner or other Additional Insureds.
- H. The above policies shall waive any right of subrogation against each Additional Insured. Subcontractor shall procure from each of the insurers a waiver of all rights of subrogation or ensure policies grant the permission to waive its rights of recovery. This release and waiver remain effective despite Subcontractor's failure to obtain insurance.
- I. Under no circumstances shall delivery to and inspection by Owner or Owner of any certificates of insurance, or other proof of existence of the coverages, release the Subcontractor of its obligations to maintain insurance in strict compliance with these provisions, relieve the Subcontractor from liability under this Agreement or constitute a waiver in favor of the Subcontractor of any of Owner's or Owner's rights. Neither the acceptance of the completed Work nor the payment thereof shall release the Subcontractor from the obligations of the insurance requirements or indemnification agreement within this Agreement.
- J. The Contractor shall include Form CG 20 37 or CG 20 38, or equivalent, to provide the Owner Additional Insured status for their Completed Operations. This will be included on the Certificate of Insurance provided to the Owner, with a copy of the endorsement provided.

SCHEDULE D – UTILITY DOCUMENTS

**Attachment #1: ORANGE AND ROCKLAND UTILITIES, INC. ELECTRIC DISTRIBUTION STANDARDS
Customer Owned and Maintained Streetlight Installation on Distribution Poles –
Overhead Service**

**All additional utility standards and requirements as associated with the scope of work and identified in
P.S.C. NO. 3 ELECTRICITY, ORANGE AND ROCKLAND UTILITIES.**



ORANGE AND ROCKLAND UTILITIES, INC.

STANDARD NO.

C-07-020

ELECTRIC DISTRIBUTION STANDARDS

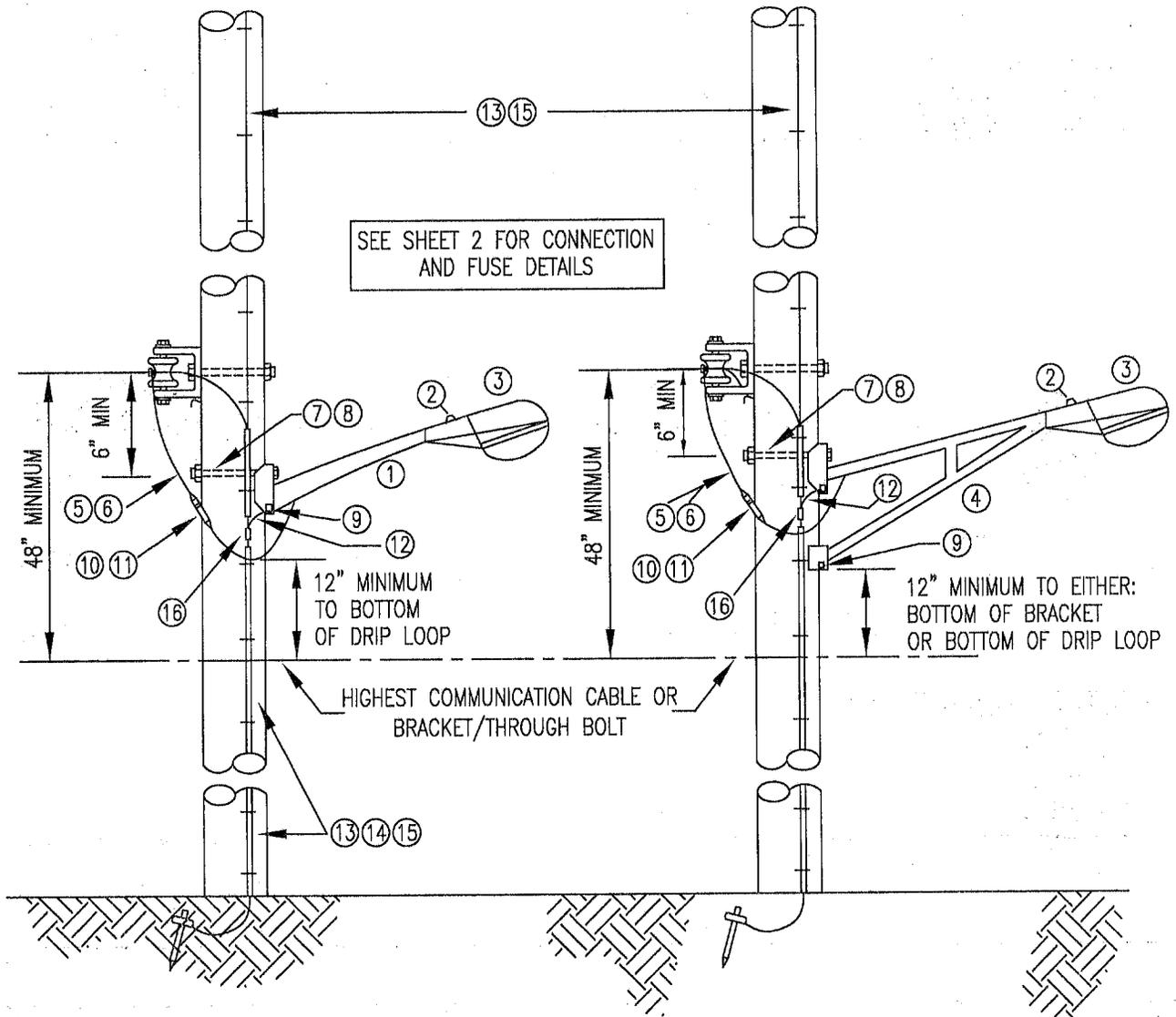
SHEET

CUSTOMER OWNED AND MAINTAINED STREETLIGHT INSTALLATION ON DISTRIBUTION POLES - OVERHEAD SERVICE

1 OF 4

SINGLE LANE STREETLIGHT SUPPORT BRACKET,
TYPICALLY 8 FEET LONG

MULTIPLE LANE STREETLIGHT SUPPORT BRACKET,
TYPICALLY 15 FEET LONG



PLEASE SEE PAGE 2 FOR WIRING DETAILS AND FOR FUSING REQUIREMENTS.

PLEASE SEE PAGE 3 FOR NOTES OUTLINING OTHER REQUIREMENTS

◀ DENOTES LATEST REVISION.

STANDARDS ENGINEER

CHIEF DISTRIBUTION ENGINEER

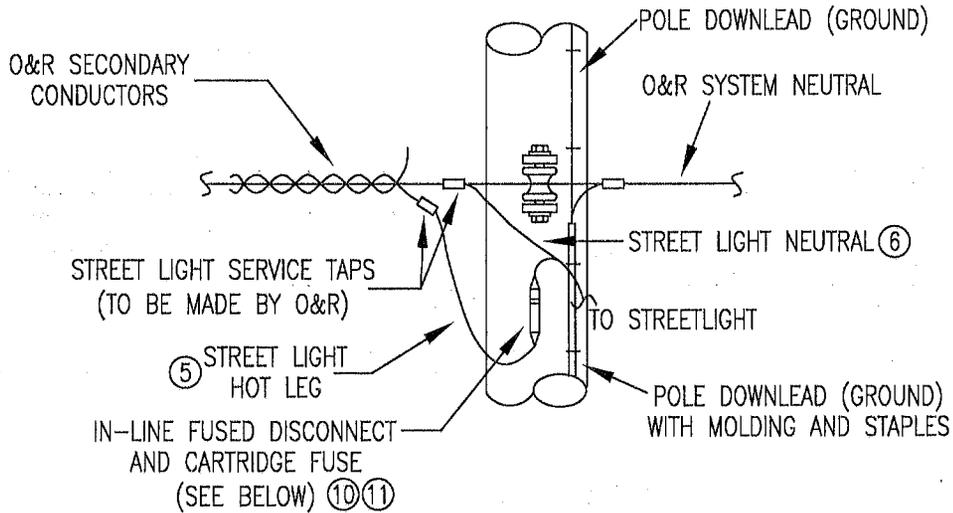
ELECTRIC OPERATIONS

ISSUE

2

DATE

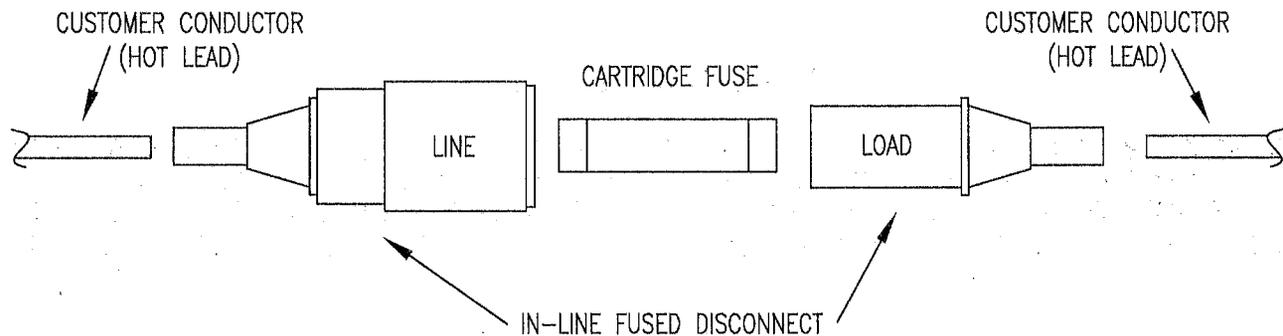
10/2/2018

CONNECTION DETAILSIN-LINE FUSED DISCONNECT

ALL CUSTOMER OWNED STREETLIGHTING EQUIPMENT SHALL BE FUSED USING A WATERTIGHT IN-LINE FUSE HOLDER AND CARTRIDGE STYLE FUSE. THIS FUSE, IN ADDITION TO PROVIDING ELECTRICAL PROTECTION, SHALL SERVE AS A DISCONNECTION POINT FOR THE CUSTOMER OWNED STREETLIGHTING EQUIPMENT. THE IN-LINE FUSED DISCONNECT SHALL BE A HOMAC "FLOODSEAL" MODEL SLK-M OR O&R APPROVED EQUIVALENT. THE CARTRIDGE FUSE SHALL BE 600 VOLT, $1\frac{3}{32}$ " IN DIAMETER, $1\frac{1}{2}$ " IN LENGTH, NON-GLASS TYPE OR O&R APPROVED EQUIVALENT.

WHEN SEPARATED, THE CARTRIDGE FUSE SHALL BE HELD IN THE LOAD END.

PROVIDE SUFFICIENT SLACK IN WIRING TO FACILITATE FUSE REPLACEMENT.





ORANGE AND ROCKLAND UTILITIES, INC.

STANDARD NO.

C-07-020

ELECTRIC DISTRIBUTION STANDARDS

SHEET

CUSTOMER OWNED AND MAINTAINED STREETLIGHT INSTALLATION ON DISTRIBUTION POLES - OVERHEAD SERVICE

3 of 4

NOTES:

1. ORANGE & ROCKLAND MUST APPROVE LOCATIONS FOR ALL INSTALLS. CUSTOMER IS RESPONSIBLE FOR PAYING FOR ANY MAKE READY WORK THAT IS NECESSARY TO ACCOMODATE A STREETLIGHT ON ANY POLE CHOSEN.
2. ALL MATERIALS USED SHOULD MEET APPLICABLE INDUSTRY STANDARD REQUIREMENTS. THESE PROPOSED MATERIALS (BRACKET, LUMINAIRE, PHOTO CONTROL, HARDWARE, ETC.) SHALL BE SUBMITTED AS PART OF THE APPLICATION PACKAGE FOR REVIEW BY ORANGE & ROCKLAND.
3. LIGHT BRACKETS USED MUST BE ABLE TO HOLD A MINIMUM LOAD OF 75 POUNDS AT THE END OF THE BRACKET.
4. SERVICE IS FOR STREETLIGHT ONLY AND THE CUSTOMER MAY NOT TAP ON OR ADD ANY OTHER EQUIPMENT OR OTHERWISE REMETER OR RESELL THE SERVICE.
5. ORANGE & ROCKLAND WILL HAVE FINAL SAY IF THE REQUESTED ATTACHMENT IS FEASIBLE AND CUSTOMER SHALL BEAR THE COST OF THE FIELD SURVEY CHARGE AS OUTLINED IN SERVICE CLASSIFICATION #6.
6. ALL WORK IS TO BE PERFORMED BY QUALIFIED PERSONNEL WHO HAVE BEEN PROPERLY TRAINED FOR THE WORK TO BE UNDERTAKEN AS WELL AS WORKING IN CLOSE PROXIMITY TO LIVE PRIMARY VOLTAGE CONDUCTORS.
7. ALL WORK IS TO BE COMPLETED SAFELY FOLLOWING APPLICABLE RULES, REGULATIONS, STANDARDS, AND GOOD UTILITY PRACTICE. THIS INCLUDES, BUT IS NOT LIMITED TO, THIS STANDARD, NESC, NEC, OSHA REQUIREMENTS, AND NEW YORK STATE LABOR LAW. WHEN THERE IS A CONFLICT BETWEEN ANY RULES, REGULATIONS, OR STANDARDS, THE MOST STRINGENT RULE, REQUIREMENT, AND/OR STANDARD SHALL BE FOLLOWED.
8. IF WORK IS DONE ON A JOINT USE POLE, THE CUSTOMER IS RESPONSIBLE FOR CONTACTING THE OTHER ATTACHEES FOR THEIR REQUIREMENTS AND STANDARDS.
9. THE CUSTOMER SHALL BE RESPONSIBLE FOR ALL ENGINEERING DESIGN, CONSTRUCTION, MAPPING, AND MAINTENANCE OF ITS FACILITIES.
10. ORANGE & ROCKLAND HAS THE RIGHT, AT ANY TIME, TO DE-ENERGIZE AND/OR REMOVE ANY CUSTOMER EQUIPMENT THAT IS DEEMED UNSAFE.
11. IN ADDITION TO THE NEMA WATTAGE LABEL, THE LUMINAIRE SHALL HAVE IDENTIFICATION MARKINGS, WHICH ARE VISIBLE FROM THE GROUND, CONTAINING THE NAME OF THE LUMINAIRE OWNER AND A 24 HOUR CONTACT PHONE NUMBER. THE TYPE OF MARKING (LABEL, STENCIL, ETC.) TO BE USED AND WHERE IT IS TO BE LOCATED SHALL BE SPECIFIED IN THE APPLICATION FOR SERVICE.
12. ORANGE & ROCKLAND SHALL SPECIFY THE POINT OF SERVICE, CHARACTER OF SERVICE TO BE RENDERED, AND THE ACCEPTABILITY OF THE TYPE AND LOCATION OF EQUIPMENT TO BE ATTACHED OR CONNECTED TO THE COMPANY'S FACILITIES.
13. FOR ALL EXISTING FIXTURE/STREETLIGHT EQUIPMENT PURCHASED, THE MUNICIPALITY WILL INSTALL AN IN-LINE FUSED DISCONNECT ON THE #12 AWG HOT LEG TAP WIRE AS SHOWN IN PAGES 1 AND 2 OF THIS STANDARD. IF O&R IS REQUESTED TO DISCONNECT AND SUBSEQUENTLY RECONNECT THE HOT LEG TAP TO O&R OWNED SECONDARIES, OR IS SPECIFICALLY REQUESTED TO INSTALL THE IN-LINE DISCONNECT, THE APPROPRIATE FEE WILL BE CHARGED TO THE MUNICIPALITY FOR EACH LOCATION WHERE THIS WORK IS PERFORMED BY O&R.
14. FOR NEW FIXTURE LOCATIONS, THE FINAL CONNECTION, OR SERVICE TAP-ON, TO THE O&R OWNED SECONDARY CONDUCTORS AND ALL SUBSEQUENT DISCONNECTIONS FROM THE O&R OWNED SECONDARY CONDUCTORS WILL BE COMPLETED BY O&R. THE APPROPRIATE FEE WILL BE CHARGED TO THE MUNICIPALITY FOR EACH LOCATION WHERE THIS WORK IS PERFORMED BY O&R.
15. ORANGE & ROCKLAND UTILITIES WILL LEAVE HOT LEG AND NEUTRAL TAP WIRES COILED AND MADE SAFE AT THE SERVICE LOCATION FOR THE MUNICIPALITY TO INSTALL THE IN-LINE FUSED DISCONNECT AND ENERGIZE THE STREETLIGHT EQUIPMENT ON NEW OR REPLACED POLES.
16. A MINIMUM 36" CLEARANCE BETWEEN PRIMARY VOLTAGE CONDUCTOR(S) AND STREETLIGHT BRACKET/HEAD, AT THEIR CLOSEST POINT, SHALL BE MAINTAINED.
17. FOR GROUNDED WYE PRIMARY SYSTEMS, THE STREET LIGHTING BRACKET SHALL BE GROUNDED TO SECONDARY NEUTRAL OR O&R POLE GROUND (DOWNLEAD).
18. FOR DELTA PRIMARY SYSTEMS, STREET LIGHTING BRACKET IS TO BE BONDED TO:
 - A. POLE GROUND DOWNLEAD OR
 - B. SECONDARY NEUTRAL (INSTALL GROUND ON NEXT POLE) IF DOWNLEAD DOES NOT EXIST, IF DOWNLEAD IS NOT O&R'S, OR IF DOWNLEAD IS USED FOR LIGHTNING ARRESTERS.
19. GROUND WIRE TO BE MINIMUM #6 STRANDED COPPER, WITH JACKET.
21. THE NUMBER OF LAG SCREWS NEEDED IS DETERMINED BY THE SUPPORT BRACKET USED. TYPICALLY, A SINGLE LANE BRACKET (8' ARM) REQUIRES 2 LAG SCREWS AND MULTIPLE LANE BRACKET (15' ARM) REQUIRES 4 LAG SCREWS.

STANDARD NO.	 ORANGE AND ROCKLAND UTILITIES, INC.
C-07-020	
SHEET	
4 OF 4	
ELECTRIC DISTRIBUTION STANDARDS CUSTOMER OWNED AND MAINTAINED STREETLIGHT INSTALLATION ON DISTRIBUTION POLES - OVERHEAD SERVICE	

ITEM #	QUANTITY	DESCRIPTION	O&R STOCK NUMBER
CUSTOMER SUPPLIED			
1	1	SINGLE LANE (8') STREETLIGHT SUPPORT BRACKET	N/A
2	1	PHOTOELECTRIC CONTROL (DUSK TO DAWN)	N/A
3	1	STREETLIGHT HEAD	N/A
4	1	MULTIPLE LANE (15') STREETLIGHT SUPPORT BRACKET	N/A
5	#	STREETLIGHT HOT LEAD WIRE, #12 SOLID COPPER MINIMUM, BLACK JACKET (THHN)	N/A
6	#	STREETLIGHT NEUTRAL LEAD WIRE, #12 SOLID COPPER MINIMUM, WHITE JACKET (THHN)	N/A
7	1	THROUGH BOLT, 5/8" MINIMUM (OR AS OTHERWISE SPECIFIED BY SUPPORT BRACKET MANUFACTURER), LENGTH AS REQUIRED, WITH NUT	N/A
8	1	5/8" DIAMETER SQUARE CURVED WASHER	N/A
9	#	LAG SCREWS, 1/2" DIAMETER MINIMUM, 4" LONG (OR AS OTHERWISE SPECIFIED BY SUPPORT BRACKET MANUFACTURER)	N/A
10	1	IN-LINE FUSED DISCONNECT, HOMAC FLOODSEAL SLK-M OR O&R APPROVED EQUIVALENT	5800332
11	1	CARTRIDGE FUSE FOR IN-LINE FUSIBLE DISCONNECT	5911115
12	#	SUPPORT BRACKET GROUND WIRE, #6 STRANDED COPPER MINIMUM, WITH CROSS LINKED POLYETHYLENE (XLPE) JACKET	N/A
ORANGE & ROCKLAND UTILITIES EXISTING OR SUPPLIED			
13	#	#2 STRANDED COPPER POLE DOWNLOAD (GROUND)	5615091
14	#	PLASTIC MOLDING	0070010
15	#	STAPLES	0320009
16	1	COMPRESSION CONNECTOR (BRACKET GROUND WIRE)	5710XXX
17	2	COMPRESSION CONNECTORS - STREETLIGHT HOT AND NEUTRAL WIRES	5710069 or 5710130

► DENOTES REVISION
 * WHEN REQUIRED
 # QUANTITY AS REQUIRED
 XX MISSING DIGITS ARE DETERMINED BY THE TYPE, SIZE OR LENGTH OF THIS ITEM

