

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
JANUARY 6, 2025
AGENDA**

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

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

1. Introduction by Mayor Newhard.
2. Acceptance of Minutes: December 16, 2024

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

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

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

4. **Continuation of the Public Hearing on a proposed Local Law No. 1 of the Year 2025 to amend the Village Code by enacting Chapter 115 entitled "Short-Term Rental Property."**

Correspondence

1. Letter from NYS Department of Environmental Conservation Water Quality Improvement Project Program notifying the Village of Warwick of a grant award in the amount of \$2,340,488 for the 2024 Dam Safety Repair/Rehabilitation Project.
2. Letter from the NYS Department of Environmental Conservation Office of Climate Change notifying the Village of Warwick that the Climate Vulnerability Assessment and

Climate Adaption Plan project has been selected to receive a Climate Smart Communities grant award in the amount of \$25,000.

3. Resignation letter from Village of Warwick DPW employee, Matthew Santiago.

Discussions

1. Village of Warwick Holidays.
2. Proposed stop signs at certain intersections in the Village of Warwick.

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. RESOLUTION ENACTING SHORT TERM RENTAL LOCAL LAW

WHEREAS, the Village Board has before it a proposed local law entitled: "A local law to amend the Village Code by enacting Chapter 115 entitled 'Short Term Rental Property'"; and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

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

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

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

2. **MOTION** to grant permission to Village of Warwick Employee, Boris Rudzinski, 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 accept the proposal from Engineering & Surveying Properties for project management services for the installation of a photovoltaic system at the DPW Garage in Veterans Memorial Park located at 24 Memorial Park Drive with a not-to-exceed cost of \$10,000 without prior written authorization from the Village of Warwick Board of Trustees and authorize the mayor to sign the same. Funds are appropriated in budget code A1440.4000.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Trustee Foster's Motions

4. **MOTION** to grant permission to the Warwick Valley Gardeners to use the Veterans

Memorial Park Pavilion on Tuesday, July 15, 2025, for a membership meeting between 6:00 p.m. and 8:30 p.m. Request includes use of a portable speaker and use of restrooms. Completed park permit, security deposit, and insurance have been received.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

5. **MOTION** to grant permission to The Warwick Valley Chamber of Commerce to hold Operation Clean Sweep on Saturday, April 26, 2025, from 9:00 a.m. to 2:00 p.m., with setup to take place at 8:00 a.m. and breakdown to be completed by 4:00 p.m. Request includes use of the far end of the Chase Bank Parking Lot for a shredding event and other collection stations. The event is in coordination with the Lions Club and Girl Scouts. 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 ____

6. **MOTION** to hold the General Village Election at the Goodwill Hook & Ladder Company, 25 Church Street Extension, on Tuesday, March 18, 2025. The polls will be open from 9:00 a.m. to 9:00 p.m.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____
Trustee McKnight ____ Mayor Newhard ____

Trustee Collura's Motions

7. **MOTION** to approve the budget modification request as per the Village Treasurer's memo received December 31, 2024.

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

Trustee Cheney ____ Trustee Foster ____ Trustee Collura ____

Trustee McKnight ____ Mayor Newhard ____

Public Comment – *Non-Agenda Items*

Final Comments from the Board

Executive Session, if applicable

Adjournment

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

CONTINUATION OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Village Board of the Village of Warwick will hold the continuation of a public hearing on the 6th 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. 1 of the Year 2025 to amend the Village Code by enacting Chapter 115 entitled "Short-Term Rental Property"

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

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**

**VILLAGE OF WARWICK
LOCAL LAW NO. __ OF THE YEAR 2025**

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

Section 1. Purpose:

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

Section 2. Amendment of Code:

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

"Chapter 115 Short-Term Rental Property

§ 115-1 Purpose.

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

(B.) In enacting regulations for short-term rentals, the Town finds that it is appropriate to exempt properties located in the Central Business Zone from the requirement of being owner-occupied. The purpose of the owner-occupancy requirement is to provide additional assurance that short-term rental properties will be well maintained in order to avoid adverse impacts on near-by residential properties and the neighborhood in which they are located. The Central Business Zone is primarily commercial, and residential properties located therein are regularly exposed to the impacts of neighboring commercial uses. Under these circumstances, the additional assurance provided by the owner-occupancy requirement is not necessary, for which reason properties located in the Central Business Zone are exempt from it.

§ 115-2 Definitions.

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

Agent

Any person who has written authority from the owner of short-term rental property to enter, care for, and control a building in regard to short-term rentals and act on behalf of the owner in regard to short-term rentals of the building.

Bedroom

A one-person bedroom shall have a minimum of 70 square feet. A two-person bedroom shall have minimum of 100 square feet. A three-person bedroom shall have a minimum of 150 square feet. For bedrooms accommodating more than three-persons, there shall be an additional 50 square feet of space provided for each additional occupant. Bedrooms shall be not less than 7 feet in any plan dimension, and shall have a compliant exterior window as a second means of egress. All bedrooms shall have access to sanitary facilities providing a sink, toilet, potable running water and a shower/tub, and kitchen access. All bedrooms and living space shall adhere to the provisions of the Property Maintenance Code of New York State and the Village Code of the Village of Warwick then in effect.

Building Inspector

The Building Inspector of the Village of Warwick or such person as appointed by the Village Board to enforce Village Code Chapter 53 Unsafe Buildings, and this Chapter.

Daytime

Between the hours of six o'clock a.m. and twelve o'clock a.m. (i.e., "midnight").

Housing or Dwelling Unit

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multi-household structure or building but not including a hotel, motel or bed and breakfast establishment.

Immediate Family

The immediate family of the owner of a housing unit consists of the owner's spouse, children, parents, grandparents or grandchildren.

Overnight

Between the hours of twelve o'clock a.m. (i.e., "midnight") and six o'clock a.m.

Owner

Any owner of a residence who offers housing in the residence to persons, other than immediate family, in exchange for a fee or compensation, whether monetary or otherwise.

Owner-Occupied

As used in this Chapter the term "owner-occupied" shall mean a residence in which the record owner or the owner's Registered Agent resides for not less than a total of six months in the calendar year. Neither owners nor the owner's Registered Agent needs to be present on the property during short-term rentals.

Residence

Any single residential living space which is capable of housing one separate household, whether a detached single-family structure or building or part of a multi-household structure or building.

Registered Agent

An agent of the property owner who at is able to respond and attend at the short-term rental property within at least thirty-minutes of being notified of the need to do so and is identified as the owner's Registered Agent in the short-term rental permit application.

Short-Term Rental Permit

A permit issued by the Village of Warwick stating that the referenced structure or unit conforms to the standards of chapter 49-11, Fire Safety and Property Maintenance Inspections, and other applicable sections of Village Code and that occupancy of that structure or unit is permitted for residential use. Any special circumstances or conditions under which occupancy is permitted may be specified on the permit.

Short-Term Rental Property

Any residence in which overnight accommodations are offered in exchange for a fee or compensation, whether monetary or otherwise, for a period of less than thirty (30) days, including, but not limited to, rentals provided by such companies as Air B&B and VBRO. Month to month tenancies are not considered short-term rental properties.

Substandard

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

§ 115-3 Regulation of Short-Term Rentals

(1.) Only single-family dwellings, duplexes, and mixed-uses with no more than two dwelling units may be used for short-term rentals. Units in a multiple dwelling may not be used for short-term rentals.

(2) Short-Term Rentals are allowed in all zones in the Village except in Continuing Care Retirement Community (CCRC) and Multiple Residence-Senior Citizen (MR-SC).

(3.) Only owner-occupied properties may be used for short-term rentals. Owners need not be present on the property during short-term rentals. Provided, however, that properties located in the Central Business Zone used for short-term rentals need not be owner-occupied if the Registered Agent is able to respond and attend at the short-term rental property within at least thirty-minutes of being notified of the need to do so.

(4.) For property used for short-term rentals, off-street parking requirements shall be the same as the requirements for the use in which the short-term rental is offered as provided in the Schedule of Uses and Parking Space Requirements in Village Code §145-70 "Off-Street Parking and Loading Requirements."

(5.) Commencing ninety (90) days after the effective date of this Chapter, any person offering short-term rentals within the Village of Warwick shall be required to first register and obtain a permit for short-term rental of the residence under this Chapter.

(6) Home Owner Association policies in developments within the Village shall supersede short-term rental provisions herein, provided that the Home Owner Association policies are more restrictive than the terms hereof.

§ 115-4 Registration of Property for Short-Term Rentals.

A short-term rental registration application, as established by the Building Inspector, shall be submitted to the Village Building Department by the owner of proposed short-term rental property stating that the owner is seeking a short-term rental permit and providing, at a minimum, the following information:

- (i) Name, mailing address, telephone number, and e-mail address, of the owner and of the Registered Agent;
- (ii) In the event that the owner is a corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the names mailing addresses, telephone numbers, and e-mail addresses of all owners, stock holders, members, or partners with an ownership interest in such corporate entity;
- (iii) In the event that the Registered Agent is a corporate entity, such as a corporation, an LLC, a partnership or a DBA, provide the names mailing addresses, telephone numbers, and e-mail addresses of all owners, stock holders, members or partners with an ownership interest in such corporate entity;
- (iv) The street address of the short-term rental property as well as the tax map section, block and lot;

- (v) The number of rental units in each building on the property;
- (vi) The number of conventional bedrooms in each building on the property.
- (vii) The proposed maximum overnight and daytime occupancy limits of each building on the property;
- (viii) The types and placement of any fire-protection systems located each building;
- (ix) The number and location of all exits;
- (x) A floor plan indicating the placement and size of each bedroom, exit and fire-protection system;
- (xi) A statement of the number of off-street parking spaces provided for the property and a parking plan showing the location of the parking spaces;
- (xii) A certificate of liability insurance for the property with policy limits in an amount of no less than \$1,000,000 with rental endorsement on policy;
- (xiii) Copy of a Certificate of Occupancy for each building proposed to be used for short-term rental or a letter stating such dwelling was built prior to 1973;
- (xiv) Acknowledgment of review of and responsibility for compliance with the Code of the Village of Warwick;
- (xv) A statement that the owner will include the municipal permit number assigned by the Village in all listings for short-term rental of the property;
- (xvi) If the property is subject to Homeowners Association By-Laws, a notarized statement from the Homeowners Association that short-term rentals of properties are not prohibited under the By-Laws; and
- (xvii) The completed Rental Registration Application must be notarized.

§ 115-5 Grant of Permits for Short-Term Rental Property.

(1.) Upon submittal of complete application for short-term rentals, the owner or Registered Agent shall contact the Building Inspector to schedule an inspection of the short-term rental property for the purpose of issuance of a short-term rental permit.

(2.) Upon payment of such inspection and permit fees as the Village Board shall prescribe in the Village's schedule of fee, the Building Inspector shall conduct an inspection of the short-term rental property to determine whether it is substandard and to verify that the residence and the maximum overnight and daytime occupancy limits proposed by the owner are acceptable under the New York State Uniform Fire Prevention and Building Code.

(3.) Upon completion of an inspection of the short-term rental property and ascertaining that the residence is not substandard, the Building Inspector shall issue a short-term rental permit.

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

- (i) State the address, section, block and lot of the short-term rental property;
- (ii) List the name of the owner and the Registered Agent;
- (iii) State the number of bedrooms in the residence;
- (iv) List the maximum permitted overnight and daytime occupancy limits;
- (v) State the date of issuance and the date of expiration; and
- (vi) Assign a rental registration permit number to the short-term rental property.

§ 115-6 Duration and Terms of Short-Term Rental Permits.

(1.) All short-term rental permits shall expire two years after the date of issuance, unless sooner revoked.

(2.) The following shall be mandatory terms of every short-term rental permit:

- (i) No illegal conduct shall be carried on the short-term rental property by the landlord, Registered Agent, or short-term rental tenants, their guests or invitees;
- (ii) The short-term rental tenants and their guests or invitees shall not block or otherwise impede ingress or egress over the street on which the short-term rental property is located and/or to or from any driveways of other property on the said street;
- (iii) Trash, refuse and recycling, and the bins or containers therefore, shall not be left stored within the public view, except that covered bins or containers may be left curb side for the purpose of scheduled collection in compliance with Village Code §75-1;

- (iv) No exterior lighting of the residence shall be permitted from midnight to six o'clock a.m., except for such lighting of driveways or walkways as may be necessary for safe ingress and egress of persons entering or exiting the short-term rental property;
- (v) The short-term rental tenants and their guests or invitees shall not engage in any conduct which violates the Village's noise ordinance or which would otherwise constitute disorderly conduct or creation of a public nuisance;
- (vi) In the event that short-term rental tenants plan on using the residence as the site of a party or event involving more than ten (10) guests or invitees, the owner shall require that the tenants disclose such intent as a condition of the rental and shall require the tenants to undertake measures and limitations to prevent unreasonable disturbance of neighboring property owners, such as limiting the hours of outdoor music and assuring adequate parking for guests and any catering or delivery vehicles; and
- (vii) The owner shall prominently display at the short-term rental property the contact names and phone numbers for the Registered Agent if there is one, and if there is no Registered Agent then for the owner, along with a list of emergency services, information relating to garbage, recycling, available parking, winter parking, and noise limitations.

(3.) In the event that there is any change in the information provided by the owner or Registered Agent in the registration application, the owner shall advise the Village Building Department in writing of such change no later than five (5) business days after such occurrence. Failure to timely advise the Village Building Department of a change in the information provided by the Owner in the registration application constitutes a violation of this Chapter and is grounds for suspension or revocation of the short-term rental permit as provided herein.

(4.) A short-term rental permit may not be transferred or assigned to any person or used by any other person other than the owner to whom it was issued.

§ 115-7 Denial of Short-Term Rental Permits.

(1.) In the event that the Building Inspector determines that a residence is substandard, he shall issue a written denial of the short-term rental permit to the owner or Registered Agent listing all of the substandard conditions identified in the inspection.

(2.) If an application for a short-term rental permit is denied, an owner may re-apply for the permit after correcting such substandard conditions as have been found. Upon such re-application, the owner or Registered Agent must arrange for an additional inspection by the

Building Inspector. The owner must pay an additional inspection fee, as specified in the Village's Schedule of Fees, for each inspection.

§ 115-8 Renewal of Short-Term Rental Permits.

(1.) Applications to renew existing short-term rental permits shall be submitted on forms approved by the Village Building Department at least ninety (90) days but not more than one-hundred and twenty (120) days prior to the expiration date of the existing license and must be accompanied by the renewal fee set by the Village Board in the Village's Schedule of Fees.

(2.) Upon receipt of an application for renewal and the prescribed fee, the Building Inspector shall schedule and conduct an inspection of the short-term-rental property using the same criteria as upon an inspection for grant of a permit. In the alternative, upon submission of an application for renewal an Owner may privately have a certified home inspector, engineer, or architect conduct the inspection and provide a written report on its compliance with the criteria for grant of a permit. Renewal shall be granted if the short-term rental property is not substandard.

(3.) Upon grant of renewal, the Building Inspector shall issue a new short-term rental permit which shall expire two years after the date of issuance unless revoked earlier.

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

(1.) If it is determined by the Building Inspector that the owner or Registered Agent has falsified or otherwise failed to provide accurate information on the registration application for short-term rental property, the owner shall be referred to the Village Board for suspension or revocation proceedings under this Section.

(2.) It is the responsibility of the owner or Registered Agent to comply with all terms and provisions of this Chapter and to ensure that the short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of the short-term rental permit. Any failure of short-term rental tenants, their guests and invitees to comply with this Chapter and the terms and conditions of a short-term rental permit shall be attributed to the failure of the owner and the owner's Registered Agent to discharge the responsibility to ensure such compliance.

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

(4.) If, upon investigation, the Building Inspector determines that a violation of this Chapter and/or the terms and conditions of the short-term rental permit has occurred on property for which a short-term rental permit has been issued, he shall issue a written notice of the violation to the owner and Registered Agent via certified mail return receipt requested to the mailing address(es) listed on the registration application and shall provide a copy of the same along with a report regarding his or her factual findings on the violation to the Village Board.

(5.) Upon receipt of such notice and report, the Village Board shall set a date at which the owner shall be heard in regard to the Building Inspector's findings of a violation. Notice of such hearing date shall be mailed to the owner, by certified mail return receipt requested at the address provided in the registration for the short-term rental property no less than ten (10) days prior to the hearing date.

(6.) At the hearing, the Village Board shall consider the report of the Building Inspector and such further information or proof as the Building Inspector may submit. The property owner shall be heard and given the opportunity to contest the alleged violation of this Chapter. Each day that a violation occurs shall constitute a separate violation.

(7.) If, after affording such an opportunity to be heard, the Village Board confirms the existence of the violation of this Chapter, the Village Board shall suspend or revoke the short-term rental permit. For one or two violations within a period of six (6) months, the permit may be suspended for a period of up to six (6) months from the date of the suspension. For more than two violations within a one-year period, the short-term rental permit may be suspended or revoked and, if revoked, no short-term rental permit will be available for the short-term rental property for a period of up to one year from the date of revocation.

§ 115-10 Appeals.

(1.) If the Building Inspector denies an application for a short-term rental permit or for renewal of a short-term rental permit, it shall be done in writing, reciting the grounds for the denial.

(2.) An applicant may appeal from such denial by filing a written request for a hearing before the Village Board of Trustees. Such request shall be filed with the Village Clerk within thirty (30) days after issuance of the denial.

(3.) Upon receipt of such request, the Village Board shall schedule the appeal to be heard at a Village Board meeting to be held within the next thirty (30) days of receipt of the appeal, affording the owner at least ten days' written notice of the place, date and time of the hearing by certified mail return receipt requested at the address provided in the registration application for the short-term rental property.

(4.) At the hearing, the applicant shall be afforded reasonable opportunity to be heard. The applicant shall bear the burden of proof by preponderance of credible evidence to show that the determination of the Building Inspector was arbitrary or capricious or in excess of his or her authority.

(5.) Determinations made by the Village Board on an appeal from denial of a short-term rental permit, denial of renewal, or from suspension or revocation of a short-term rental permit, are subject to review in New York State Supreme Court pursuant to CPLR Article 78."

§ 115-11 Fees for permits.

The Village Board shall set such application, review, inspection and renewal fees as it may find appropriate for short-term rental permits by resolution and such fees shall be listed in the Village's Schedule of Fees

§ 115-12 Penalties for offenses.

- (1.) Any person who violates any provision of this Chapter, whether the owner or tenant, shall be guilty of an offense. Each day that the violation continues shall be deemed a separate violation.
- (2.) Conviction of violation of the provisions of this Chapter shall be punished by a fine of \$500 for each violation (i.e., \$500 per day). The Village Board may subsequently change the amount of the fine imposed under this Chapter by resolution.
- (3.) The penalties for violation of this Chapter listed in this Section shall be in addition to any suspension or revocation of a short-term rental permit imposed under this Chapter.
- (4.) The penalties for violation of this Chapter shall be in addition to any penalties imposed for violation of other provisions of the Village Code and the New York State Uniform Fire Prevention and Building Code, the State Energy Conservation Construction Code.
- (5.) The imposition of penalties herein prescribed shall not preclude the Village or any person from instituting appropriate civil action or proceeding to prevent unlawful occupancy of property in violation of this Chapter.

§ 115-13 Civil Remedies for Offenses.

A civil action or proceeding may be instituted by the Village in a court of competent jurisdiction to abate any violation of this Chapter by means of injunctive relief and for collection of civil penalties in the amount of \$500 per day for each violation or such other amount of penalty as the Village Board may subsequently establish by resolution. In the event that the Village successfully commences a civil action for violation of this Chapter, the party found liable for such violation shall also be liable the reasonable attorneys' fees incurred by the Village in prosecuting the action.

Section 3. Severability:

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

Section 4. Effective Date:

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

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

DEC 12 2024

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

Re: Water Quality Improvement Project Number 141367
2024 Village of Warwick Dam Safety Repair/Rehabilitation

Dear Mayor Newhard:

The New York State Department of Environmental Conservation (DEC) Water Quality Improvement Project (WQIP) program provides important support to communities to protect and restore water resources. DEC is proud to have made more than \$222 million available in this year's Consolidated Funding Application (CFA) and we appreciate your application for this vital program.

We are pleased to inform you that the 2024 Village of Warwick Dam Safety Repair/Rehabilitation project has been selected to receive up to \$2,340,488 through the WQIP program. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

The Office of State Comptroller (OSC) must approve DEC's documentation of the project solicitation and review process before we can begin the steps to execute a contract with you. When we receive OSC's approval, we will provide additional information to assist you in getting a contract in place. Upon receipt of this additional information, DEC and OSC expect that contracts will be executed within 90-120 days. Contracts for WQIP projects will be completed through the New York State Financial System (SFS). You will receive separate instructions on how to access this system and begin the contracting process.

The earliest contract start date for this round of WQIP projects (other than Land Acquisition for Source Water Protection projects) is May 13, 2024. For Land Acquisition for Source Water Protection projects, the earliest start date is August 1, 2022.

RECEIVED

DEC 27 2024



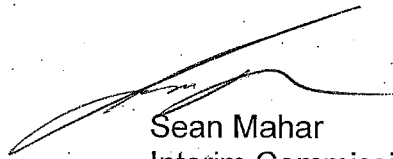
Department of
Environmental
Conservation

VILLAGE OF WARWICK
CLERK'S OFFICE

Please note that the work plan and budget for the contract must be consistent with your application. However, any costs/activities in your application that are ineligible (as listed by project type in the 2024 WQIP Program Overview) should not be included. Ineligible costs will not be reimbursed, which may impact your actual funding amount. The 2024 WQIP Program Overview can be viewed at: <https://dec.ny.gov/sites/default/files/2024-05/wqiprfa2024.pdf>.

We look forward to working with you on this important water quality project. If you have any questions about your award, please contact the WQIP program staff at user.water@dec.ny.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Mahar", written over a horizontal line.

Sean Mahar
Interim Commissioner

2024-05-14

2024-05-14

2024-05-14

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

DEC 12 2024

Honorable Michael Newhard
Mayor
Village of Warwick
77 Main Street, P.O. Box 369
Warwick, NY 10990

Re: CFA Application # 141839, Climate Smart Communities, Climate Vulnerability Assessment and Climate Adaptation Plan

Dear Mayor Newhard:

The Department of Environmental Conservation (DEC) Office of Climate Change is pleased to inform you that the Climate Vulnerability Assessment and Climate Adaptation Plan project has been selected to receive a Climate Smart Communities grant in the amount of \$25,000.

If you applied for funding from other programs or other State agencies, you will receive information from those programs or agencies separately.

This award is conditional upon the Office of the State Comptroller's (OSC) approval of the procurement record. Contracting will not begin until DEC receives approval from OSC. Once DEC has received approval from OSC, we will reach out to the person identified in your grant application as the primary contact to provide additional information related to developing a contract for state assistance.

We look forward to working with you on this important climate action project. If you have any questions, please contact the Climate Smart Communities grant program staff at cscgrants@dec.ny.gov or call 518-402-8448.

Sincerely,



Sean Mahar
Interim Commissioner

cc: Thomas McKnight, Trustee

RECEIVED

DEC 27 2024

VILLAGE OF WARWICK
CLERK'S OFFICE



Department of
Environmental
Conservation

Dear Mayor Michael Newhard,

I hope this message finds you well. It is with a mix of gratitude and sadness that I submit my formal resignation from my laborer position with the Village of Warwick DPW, effective 1/3/2025

Serving under your leadership and contributing to the Village of Warwick has been a privilege. Over the course of my tenure, I have gained invaluable experiences and insights that have not only shaped my professional growth but have also deepened my commitment to public service.

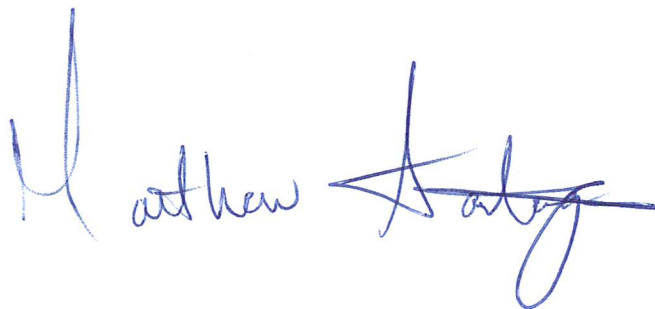
This decision was not made lightly. After much reflection, I have decided to pursue a mechanics position which I believe aligns with my aspirations at this stage of my career. While I am excited for this next chapter, I will sincerely miss working alongside the dedicated team of professionals who tirelessly serve our community.

Thank you for your guidance, support, and the trust you have placed in me throughout my time in this role. I hold immense respect for the work you do for our community and will continue to support your efforts from afar.

Wishing you and the Village of Warwick DPW continued success.

Warm regards,

Matthew J Santiago

A handwritten signature in blue ink. The first part of the signature is the word "Matthew" written in a cursive style. The second part is a stylized, abstract signature that appears to be "Santiago".

RECEIVED

DEC 18 2024

**VILLAGE OF WARWICK
CLERK'S OFFICE**

**VILLAGE OF WARWICK
2025 LIST OF HOLIDAYS**

Holiday	Date of Holiday	Date Holiday is Observed by Village Hall
New Year's Day	Wednesday, January 1, 2025	Wednesday, January 1, 2025
Martin Luther King, Jr.	Monday, January 20, 2025	Monday, January 20, 2025
Presidents' Day	Monday February 17, 2025	Monday February 17, 2025
Good Friday	Friday, April 18, 2025	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025	Monday, September 1, 2025
Columbus Day	Monday, October 13, 2025	Monday, October 13, 2025
Veterans' Day	Tuesday, November 11, 2025	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025	Thursday, November 27, 2025
Day After Thanksgiving	Friday, November 28, 2025	Friday, November 28, 2025
Christmas Day	Thursday, December 25, 2025	Thursday, December 25, 2025

* In the event a designated holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday.

In the event a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday.

Speed Data Report for two Village Intersections
For Discussion at 12/16/2024 Village Board Meeting
Prepared by Tom McKnight, Reviewed by Chief Rader

Intersection: West St & Pond Hill

Study Dates: 11/4/22 - 11/17/22

Total Vehicles: 22,223

Direction: Westbound / Inbound

Hour	Total Vehicles	Average Speed (mph)	85th Percentile Speed (mph)	Average % of Speed Violations	Max Speed (mph)
12-1 am	54	28.8	33.8	77.6	46
1-2 am	27	25.8	28.1	57.8	37
2-3 am	18	24.9	26.7	47.5	39
3-4 am	34	23.3	25.3	57.5	34
4-5 am	104	26.3	32.8	65.4	42
5-6 am	284	27.3	33.3	70.5	40
6-7 am	725	27.8	31.8	74.0	41
7-8 am	1356	28.5	32.5	81.9	45
8-9 am	1601	27.9	32.7	76.3	54
9-10 am	1649	28.5	33.2	80.2	52
10-11 am	1519	28.3	32.6	82.5	65
11-12 pm	1604	27.9	32.3	80.2	43
12-1 pm	1608	27.9	32.2	79.4	42
1-2 pm	1620	27.9	32.2	79.9	43
2-3 pm	1691	27.2	32.2	76.5	42
3-4 pm	1624	28.0	32.2	81.2	40
4-5 pm	1728	27.5	31.5	79.0	47
5-6 pm	1590	27.3	31.2	75.2	40
6-7 pm	1204	27.4	31.3	74.9	40
7-8 pm	890	27.5	30.9	75.8	45
8-9 pm	622	27.6	31.9	75.2	42
9-10 pm	341	27.4	32.2	70.9	40
10-11 pm	197	27.8	31.9	71.2	42
11-12 am	133	28.2	31.6	75.7	45

Intersection: Forester Ave & Memorial Park Dr

Study Dates: 11/19/24 - 12/10/24

Total Vehicles: 25,652

Direction: Southbound

Hour	Total Vehicles	Average Speed (mph)	85th Percentile Speed (mph)	Max Speed (mph)
12-1 am	117	28.0	31.1	39
1-2 am	73	29.0	31.0	37
2-3 am	35	28.5	31.4	50
3-4 am	43	27.6	29.3	45
4-5 am	101	26.9	29.6	45
5-6 am	266	26.4	29.8	43
6-7 am	714	27.3	31.1	46
7-8 am	1150	27.4	31.2	43
8-9 am	1658	27.0	30.7	40
9-10 am	1873	27.0	30.8	47
10-11 am	1931	27.0	30.5	45
11-12 pm	2127	26.5	30.3	40
12-1 pm	2007	26.5	30.2	48
1-2 pm	1805	26.7	30.5	45
2-3 pm	1824	26.5	30.5	46
3-4 pm	2075	26.6	30.4	42
4-5 pm	1816	26.4	30.2	47
5-6 pm	1825	26.0	29.6	47
6-7 pm	1499	26.4	30.0	50
7-8 pm	1066	26.2	29.8	41
8-9 pm	773	26.6	30.0	64
9-10 pm	379	26.2	29.9	39
10-11 pm	287	26.7	31.3	39
11-12 am	208	26.8	30.1	44

Intersection: Forester Ave & Memorial Park Dr

Study Dates: 11/19/24 - 12/10/24

Total Vehicles: 38,408

Direction: Northbound

Hour	Total Vehicles	Average Speed (mph)	85th Percentile Speed (mph)	Average % of Speed Violations	Max Speed (mph)
12-1 am	140	27.1	30.6	67.5	41
1-2 am	93	28.4	31.1	79.2	39
2-3 am	69	27.5	29.2	68.8	40
3-4 am	105	27.9	31.2	61.9	43
4-5 am	296	29.4	33.5	78.7	44
5-6 am	565	26.6	31.7	67.1	48
6-7 am	846	26.8	31.2	67.9	45
7-8 am	1726	26.2	30.7	63.0	49
8-9 am	2383	26.8	31.1	66.5	47
9-10 am	2426	27.1	31.7	68.7	57
10-11 am	2770	26.5	30.9	64.5	43
11-12 pm	3129	25.9	30.8	62.3	42
12-1 pm	3090	26.1	30.9	63.3	45
1-2 pm	3068	26.1	30.9	62.6	57
2-3 pm	3172	26.2	31.0	62.7	46
3-4 pm	3275	26.0	30.6	60.3	42
4-5 pm	2897	26.4	30.4	63.2	44
5-6 pm	2405	26.1	30.1	60.7	46
6-7 pm	1894	26.1	29.9	62.5	40
7-8 pm	1394	26.1	30.2	61.4	55
8-9 pm	1119	26.3	30.2	62.8	50
9-10 pm	824	26.5	30.5	66.0	47
10-11 pm	463	26.8	31.2	67.0	43

11-12 am	259	27.6	31.0	72.4	44
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§ 135-11. Through highways designated; stop and yield signs.

- A. The following highways are designated as through highways, and traffic control devices shall be erected on the following entrances thereto:

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Co Device
Barbara Drive	Grove Street	East	Stop sign
Brady Road	Country Lane	East	Stop sign
Campbell Road	Welling Avenue	South	Stop sign
Clinton Avenue	Linden Place	East	Stop sign
Colonial Avenue	Forester Avenue	North	Stop sign
Cornbury Street	Mistucky Circle	West	Stop sign
Country Lane	Barbara Place	North	Stop sign
Country Lane	Ivy Place	South	Stop sign
Country Lane	Robert Drive	South	Stop sign
Country Lane	Robert Drive Extension	North	Stop sign
Cowdry Street	Cornbury Street	North	Stop sign
Cowdry Street	Cornbury Street	South	Stop sign
Crescent Avenue	All entrances except Grand Street	Both	Stop sign
Crescent Avenue	Dogwood Lane	East	Stop sign
Crescent Avenue	Woodside Drive	West	Stop sign
Cropsey Street	Clubhouse Street ²	North	Stop sign
Cropsey Street	Sly Street	South	Stop sign
Factory Street	John Street	South	Stop sign
Fairview Avenue	Fairview Avenue	East	Stop sign
Fairview Avenue	Fairview Drive	West	Stop sign
Forester Avenue	Burt Street	Northbound	Stop sign
Forester Avenue	High Street	West	Stop sign
Forester Avenue	McFarland Drive	Southbound	Stop sign
Forester Avenue	Memorial Park		Stop sign
Forester Avenue	Park Lane	East	Stop sign
Galloway Road	Clinton Avenue	South	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Galloway Road	Forester Avenue	South	Stop sign
Galloway Road	Galloway Heights	North	Stop sign
Galloway Road	Hawthorne Avenue	North	Stop sign
Galloway Road	Lawrence Avenue	South	Stop sign
Galloway Road	Overlook Drive	North	Stop sign
Galloway Road	Park Avenue	South	Stop sign
Grand Street	Cherry Street	North	Stop sign
Grand Street	Crescent Avenue	South	Stop sign
Grand Street	Fairview Avenue	North	Stop sign
Grand Street	Van Duzer Place	South	Stop sign
Grand Street	Woodside Drive	South	Stop sign
Hawthorne Avenue	Gordon Terrace	West	Stop sign
Highland Avenue	Overlook Drive	West	Stop sign
Highland Avenue	Warwick Gardens Drive	South	Stop sign
Howe Street	Factory Street	East	Stop sign
Howe Street	Factory Street	West	Stop sign
Hudson Street	Aske Street	South	Stop sign
Hudson Street	Bridge Street	South	Stop sign
Hudson Street	Clubhouse Street ³	South	Stop sign
Hudson Street	Cropsey Street	South	Stop sign
Locust Street	Elizabeth Street	South	Stop sign
Locust Street	Valley View Road North	West	Stop sign
Locust Street	Valley View Road South	West	Stop sign
Locust Street	Woodside Drive	North	Stop sign
Long House Road	Swift Street	North	Stop sign
Main Street	Church Street	East	Stop sign
Main Street	CVS parking lot	West	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Main Street	North driveway of post office parking lot	West	Stop sign
Main Street	South Street	North	Yield sign
Main Street	Welling Place	West	Stop sign
Main Street	Wheeler Avenue	East	Stop sign
Maple Avenue	Dunning Road	East	Stop sign
Maple Avenue	Grand Street	East	Stop sign
Maple Avenue	Locust Street	East	Stop sign
Maple Avenue	Pinecrest	East	Stop sign
Maple Avenue	Robin Brae	West	Stop sign
Maple Avenue	Van Duzer Place	East	Stop sign
McEwen Street	North Street	North	Stop sign
McEwen Street	Spring Street	North	Stop sign
McEwen Street	Spring Street	South	Stop sign
McEwen Street	Wheeler Avenue	East	Stop sign
McEwen Street	Wheeler Avenue	West	Stop sign
McFarland Drive	Cropsey Street	West	Stop sign
McFarland Drive	Hudson Street	West	Stop sign
McFarland Drive	White Oak Street	West	Stop sign
New York State Route 17A	Homestead Village	North	Stop sign
North Street	Cottage Street	West	Stop sign
Oakland Avenue	Campbell Road	East	Stop sign
Oakland Avenue	Linden Place	West	Stop sign
Oakland Avenue	Oakland Court	East	Stop sign
Oakland Avenue	Orchard Street	East	Stop sign
Oakland Avenue	Railroad Avenue	West	Stop sign
Oakland Avenue	Second Street	West	Stop sign
Oakland Avenue	Third Street	West	Stop sign
Orchard Street	Elm Street	South	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Orchard Street	Hamilton Avenue	North	Stop sign
Orchard Street	Welling Avenue	North	Stop sign
Overlook Drive	Galloway Heights	East	Stop sign
Overlook Drive	Warwick Gardens Drive	North	Stop sign
Park Avenue	Burt Street	East	Stop sign
Park Avenue	Burt Street	West	Stop sign
Park Avenue	Parkway	North	Stop sign
Park Lane	Forester Ave	South	Stop Sign
Pond Hill Avenue	Marie Place	East	Stop sign
Pond Hill Avenue	North Lynn Street	West	Stop sign
Pond Hill Avenue	South Lynn Street	West	Stop sign
Pond Hill Avenue	West Street	West	Stop sign
Robert Drive	Barbara Drive	East	Stop sign
Robert Drive	Ivy Place	East	Stop sign
Southern Lane	Grove Street	West	Stop sign
Southern Lane	Robert Drive	West	Stop sign
South Street	Bank Street	East	Stop sign
South Street	Belmar Court	East	Stop sign
South Street	Clinton Avenue	East	Stop sign
South Street	First Street	East	Stop sign
South Street	Lawrence Avenue	East	Stop sign
South Street	Parkway	West	Stop sign
South Street	Railroad Avenue	East	Stop sign
South Street	Smith Street	West	Stop sign
South Street	Third Street	East	Stop sign
South Street Extension	Ball Road	North	Stop sign
South Street Extension	Carroll Drive	East	Stop sign
South Street Extension	Galloway Heights	West	Stop sign
Spring Street	McEwen Street	East	Stop sign
Spring Street	McEwen Street	West	Stop sign

Name of Through Highway	Name of Entrance Street	Direction From Which Entering	Type of Traffic Control Device
Spring Street	Welling Place	West	Stop sign
Third Street	Belmar Court	North	Stop sign
Memorial Park Drive	Forester Ave	North	Stop Sign
Village Cove	West Street	East	Stop Sign
Village Green Court	Homestead Village Drive	South	Stop sign
Warwick Gardens Drive	Highland Avenue (294.6 feet from the curbline of Warwick Gardens Drive)	East	Yield sign
Warwick Gardens Drive	Highland Avenue	West	Stop sign
Welling Avenue	Oakland Court	West	Stop sign
West Street	Division Street	North	Stop sign
West Street	Elm Street	North	Stop sign
West Street	Howe Street	North	Stop sign
West Street	John Street	North	Stop sign
West Street	North Street	South	Stop sign
West Street	Pond Hill Road	South	Stop sign
West Street	Spring Street	South	Stop sign
West Street	Van Buren Street	North	Stop sign
West Street	Wheeler Avenue	South	Stop sign
Wheeler Avenue	Cherry Street	South	Stop sign
Wheeler Avenue	Cottage Street	East	Stop sign
Wheeler Avenue	McEwen Street	East	Stop sign
Wheeler Avenue	McEwen Street	West	Stop sign
Wheeler Avenue	Poplar Street	South	Stop sign
Wheeler Avenue	Spring Street	North	Stop sign
White Oak	Bridges Street	North	Stop sign
White Oak	Swift Street	North	Stop sign

² Street not named on Tax Map.

³ Street not named on Tax Map.

B. Stop signs and yield signs.

(1) Except when directed to proceed by a police officer, every driver of a vehicle



Montgomery Office: 71 Clinton Street
Montgomery, NY 12549
Goshen Office: 262 Greenwich Ave, Ste B
Goshen, NY 10924
(845) 457 - 7727
www.EngineeringPropertiesPC.com

December 10, 2024

Village of Warwick
77 Main Street
Warwick, NY 10990
ATTN: Mayor Newhard

**RE: PROPOSAL FOR PROJECT MANAGEMENT SERVICES FOR THE
INSTALLATION OF A PHOTOVOLTAIC SYSTEM AT THE DPW GARAGE
VILLAGE OF WARWICK, ORANGE COUNTY, NY**

Dear Mayor Newhard and Board of Trustees:

Pursuant to your request, Engineering & Surveying Properties, P.C. (EP) is pleased to submit a proposal to provide project management services for the installation of a roof-mounted photovoltaic system at the DPW Garage in Veterans Memorial Park located at 24 Memorial Park Drive, Warwick, NY 10990. The scope of services would be performed for the Village of Warwick, herein referred to as the Client. A more detailed scope of services follows:

1.0 PROJECT MANAGEMENT SERVICES

1.1 EP will review the received RFPs, provide an award recommendation, administer the photovoltaic system design and installation, and assist in the preparation of NYSERDA grant deliverables. These services will be billed on a time & materials basis subject to the attached Municipal Hourly Fee Rate Schedule. As always, there is no charge for postage or local travel.

2.0 LIMITATIONS OF SERVICE

Engineering & Surveying Properties, PC shall provide the above referenced scope of services subject to the following limitations:

- 2.1 These services do not include technical engineering drawing review or inspection of the photovoltaic system.
- 2.2 Village of Warwick Building Department will ensure compliance with NYS and local building and electrical code requirements.

3.0 FEES AND PAYMENTS

Invoices will be issued on a monthly basis and payment is due upon receipt. The estimated fee will serve as a not-to-exceed amount without prior written authorization from the Village of Warwick Board of Trustees.

Item 1.1	Project Management Services	\$ 10,000
	Estimated Fee	\$ 10,000

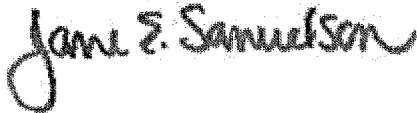
Reimbursable expenses for copying etc. will be billed based upon actual usage and expenditures in accordance with EP's standard rates attached.

The attached executed proposal shall serve as authorization to proceed. Any outstanding balance greater than 60 days will be assessed finance charges and EP reserves the right to stop all work for any outstanding balance greater than 90 days. If work has stopped for non-payment, EP will not resume work until payment of all outstanding debt has been made in full.

We understand that the Request for Proposals from qualified contractors are at noon on Friday, December 13, 2024. We propose that Keith Woodruff, CPESC, CPSWQ would be the lead staff member working with the Village on this project, with support from Jane Samuelson, P.E.

Should you have any questions or need more information, please feel free to contact me directly.

Sincerely,
Engineering & Surveying Properties, PC

A handwritten signature in black ink that reads "Jane E. Samuelson". The signature is written in a cursive style with a large, stylized 'J' and 'S'.

Jane Samuelson, PE

PROPOSAL ACCEPTANCE FORM

I HEREBY AUTHORIZE ENGINEERING & SURVEYING PROPERTIES, PC TO PERFORM THE SCOPE OF WORK FOR THE FEES AS STATED IN THIS PROPOSAL AND HEREBY AGREE TO ALL LIMITATIONS, TERMS AND CONDITIONS OF THE PROPOSAL.

Signer's Name (Print)_____
Signature_____
Date

****Please be sure to fill out the requested Client Contact Information below****

CLIENT CONTACT INFORMATION:

Please provide the responsible party's contact information below for each outlined.

Authorized Person to Change Proposal Scope and/or Request Additional Work:

Name: _____

Address: _____

E-Mail: _____

Phone: _____

Invoices (please provide desired format (paper or e-mail):

Paper: _____

E-mail: _____

Name: _____

Address: _____

E-Mail: _____

Phone: _____

FOR EP USE ONLYClient Name: Village of WarwickProject # & Name: 1803.XX - VOW - DPW Solar InstallationProposal #: 24-131Retainer amount required: \$ 0Jane Samuelson, P.E.

EP Representative name (Print)

Jane E. Samuelson
EP Representative signature12/10/24

Date

Engineering & Surveying Properties, PC

2024 Municipal Hourly Fee Schedule*

Principal	\$199.00 /hr
Chief Engineer	\$184.00 /hr
Licensed Landscape Architect	\$184.00 /hr
Chief Surveyor	\$149.00 /hr
Professional Engineer	\$144.00 /hr
Licensed Land Surveyor	\$137.00 /hr
Senior Engineer	\$127.00 /hr
Senior Project Engineer	\$110.00 /hr
Environmental Engineer	\$105.00 /hr
Senior Draftsperson	\$102.00 /hr
Project Engineer	\$96.00 /hr
Project Landscape Architect	\$96.00 /hr
Surveyor	\$94.00 /hr
Staff Engineer	\$89.00 /hr
Senior Technician	\$83.00 /hr
Survey Draftsperson	\$77.00 /hr
Staff Planner	\$77.00 /hr
Engineering Technician	\$71.00 /hr
Field Technician	\$71.00 /hr
Survey Technician	\$71.00 /hr
Administrative	\$46.00 /hr
1-Man Survey Field Crew	\$136.00 /hr
2-Man Survey Field Crew	\$167.00 /hr
SWPPP Inspections	\$ 275.00 each
Reproduction	
24"x36"	\$ 2.10 /page
30"x42"	\$ 2.63 /page
34"x44"	\$ 3.11 /page
36"x48"	\$ 3.59 /page

* Rates are subject to change at any time.

GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Engineering & Surveying Properties, P.C. (EP) by the CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between the CLIENT and EP.

1. GENERAL

- 1.1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. The hourly rate schedule is subject to change at any time by EP.
- 1.2. Payment to EP is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
- 1.3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
- 1.4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change EP's scope of services or increase fees must also be provided in writing as a hard copy.
- 1.5. All AutoCAD drawings, tracings, specifications, computations, survey notes and other original documents as instruments of service are and shall remain the property of EP unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without EP's prior written consent. EP shall not release CLIENT'S data to a third party without authorization.
- 1.6. Any delay, default, or termination in or of the performance of any obligation of EP under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove EP's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of EP's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond EP's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of EP as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
- 1.7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, EP shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
- 1.8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. EP shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.

2. INVOICING AND PAYMENT

- 2.1. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 60 days after date of invoice will be subject to a charge of 2 percent per month (24 percent annual interest rate).
- 2.2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, EP shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.

- 2.3. Invoice payments must be kept current for the work to continue. If the CLIENT fails to pay any invoice due to EP within 90 days of the date of the invoice, EP may, without waiving any other claim or right against CLIENT, suspend services under this Agreement until EP has been paid in full all amounts due to EP and/or any of its Consultants and Subcontractors.
- 2.4. Invoicing for out-of-pocket expenses including copying, travel, and delivery (mail, overnight, personal) shall be billed at cost.

3. WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

- 3.1. The CLIENT shall at all times indemnify and save harmless EP and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants or subcontractors in connection with this project unless said loss was caused solely by EP's own negligence. For any such damage on account of any error, omission or other professional negligence, the EP's liability will be limited to the fee charged but in no case shall it exceed the limits specified in the EP's general and professional liability insurance policy.
- 3.2. EP shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of EP, including delinquent payment by CLIENT.
- 3.3. Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. EP will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by EP for future resolution. If you choose resolution, EP can act as your mediator, or relate conflicting information to a consultant or attorney of your choosing, so that a satisfactory resolution can be achieved. Upon resolution of said conflict, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

4. SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

- 4.1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide EP with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. EP shall not be responsible for damage to any undocumented or incorrectly located utilities by the surveyor.
- 4.2. EP shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify EP as to the presence of any known hazardous materials on-site. Should unanticipated hazardous materials be encountered EP take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
- 4.3. EP shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.

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 Request Form
For Gatherings of Less Than 200 People

RECEIVED
DEC 20 2024
VILLAGE OF WARWICK
CLERK'S OFFICE

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

Date Request Submitted: 12/17/24

Title of Event: Warwick Valley Gardener's Member Meeting

Purpose of Event: Regular meeting

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: Tuesday July 15, 6:30-8:30 Rain Date Requested: _____

Arrival Time: 6:00 Departure Time: 8:30

Event Start Time: 6:30 Event End Time: 8:15

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Patricia Reinhardt

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

Mailing Address of Responsible Party: P.O. Box 969 28 Woodside Dr. Warwick
 Email Address: prpoetry@optonline.net Cell Phone: 904-980-7528
 Proof of Town of Warwick Residency of Responsible Party: ☐ Driver's License ☐ Utility Bill
 Name of Organization (if Applicable): Warwick Valley Gardeners
 Name of Organization's Director(s)/Officer(s): Patricia Reinhardt, President
 Organization's Phone: _____ Email Address: WVgardeners@gmail.com
 Mailing Address of Organization: P.O. Box 562 Warwick 10990
 Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 65
** If greater than 200 people, at any given time DO NOT complete this form. See instructions.*
 # of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 30

Please explain the parking plan for the event: Park behind the pavilion

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <u>X</u>
Music / Loudspeakers / Sound System <i>If yes, explain: <u>We have a portable speaker</u></i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes <u>X</u> No _____
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 _____ No <u>X</u>
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 _____ No <u>X</u>

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

SPECIAL REQUESTS:
CHECK YES OR NO

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

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

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

TOTAL FEES: \$ _____ (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 Gardeners (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 Gardeners (Name Organization).

Patricia Reinhardt
Printed Name of Applicant/Responsible Party

Patricia Reinhardt
Signature of Applicant/Responsible Party

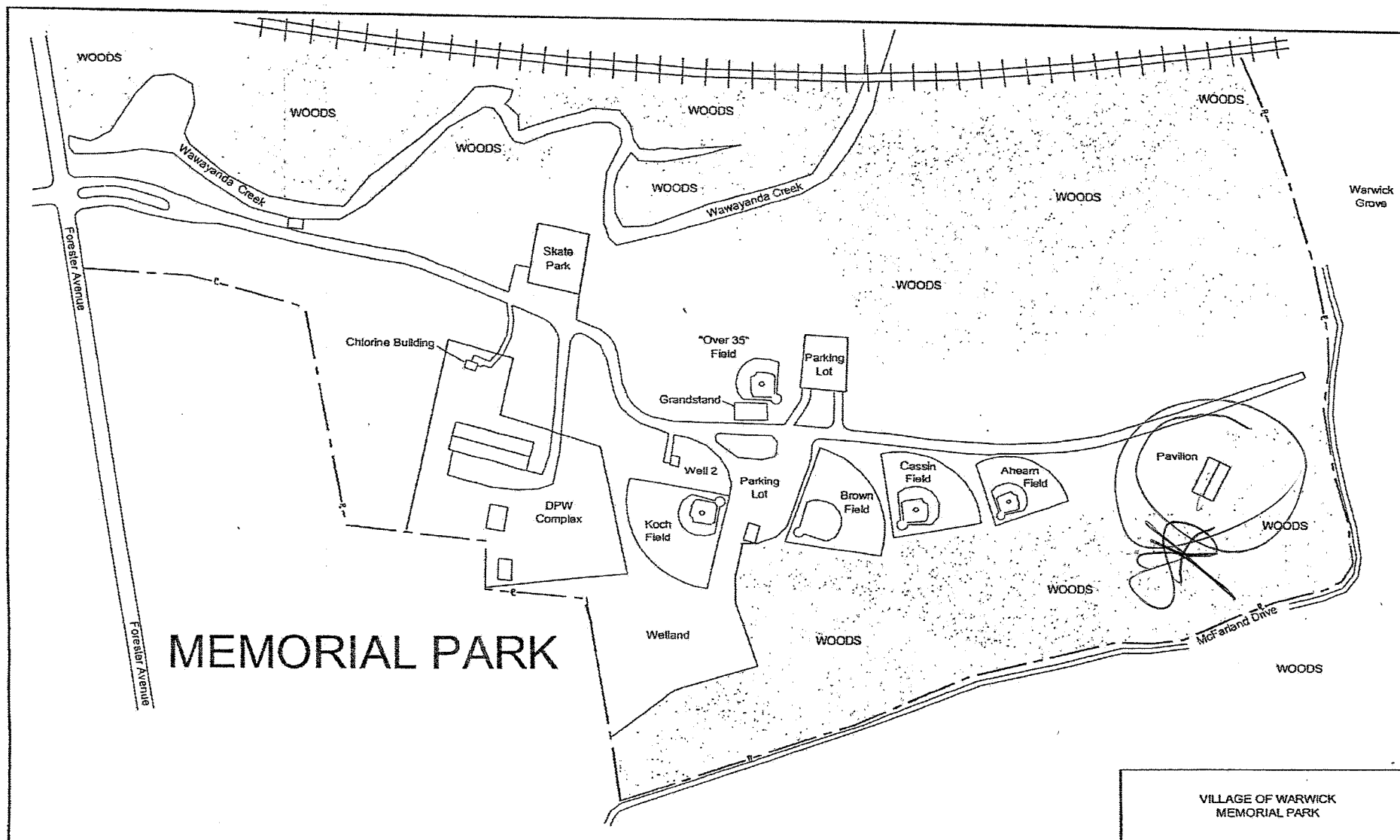
12/17/24
Date

Office Use Only:

Security Deposit Check # 1224
Fees Received _____
DPW Pre-Approval _____

Certificate of Insurance ✓
Park Map(s) ✓
Facility Use Calendar _____

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



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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

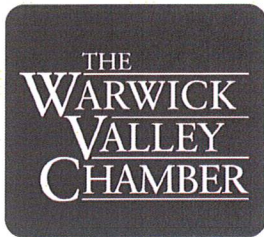
Patricia Reinhardt

Printed Name of Applicant/Responsible Party

Patricia Reinhardt

Signature of Applicant/Responsible Party

Date 10/17/24



THE WARWICK VALLEY CHAMBER OF COMMERCE INC.
75 Main Street Warwick, New York 10990
WarwickCC.org | Info@WarwickCC.org
(845) 986-2720

December 18th, 2024

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

Dear Mayor Newhard & Village of Warwick Trustees,

The Warwick Valley Chamber of Commerce is requesting permission to use the Chase lot on Saturday, April 26th, 2025 from 9 a.m. until 2 p.m. for the Annual Operation Clean Sweep and Shred Fest in coordination with the Lions Club and the Girl Scouts.

This annual event is a great draw for our community and shows the dedication that not only the chamber has, but other community groups to making sure that Warwick remains a climate smart community and at the forefront of being sustainable.

Please do not hesitate to reach out if you have any further questions,

Stefanie Keegan Craver
Executive Director
Warwick Valley Chamber of Commerce

RECEIVED

DEC 18 2024

**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 Request Form For Gatherings of Less Than 200 People

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

Date Request Submitted: 12/18/24

Title of Event: Operation Clean Sweep

Purpose of Event: Recycling awareness & Shredding

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: 4/26/25 Rain Date Requested: N/A

Arrival Time: 8am Departure Time: 4pm

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

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

Mailing Address of Responsible Party: 75 Main St. Warwick NY 10990

Email Address: info@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

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

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

Mailing Address of Organization: 75 Main St. Warwick NY 10990

Physical Address of Organization: 75 Main St Warwick NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____

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

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: Drive thru to shredding & Drop off of recyclables

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <u>X</u>
Music / Loudspeakers / Sound System <i>If yes, explain:</i> _____ <i>Location of Music/Loud Speakers/ Sounds System:</i> _____	Yes _____ No <u>X</u>
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 _____ No <u>X</u>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up:</i> <u>4/26/25 8am</u> <i>Date & time tent will be removed:</i> <u>4/26/25 2pm</u>	Yes <u>X</u> No _____

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

SPECIAL REQUESTS:
CHECK YES OR NO

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

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

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

TOTAL FEES: \$ 200 (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of _____ (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 _____ (Name Organization).

Stefanie Keegan
Printed Name of Applicant/Responsible Party

[Signature]
Signature of Applicant/Responsible Party

12/18/24
Date

Office Use Only:

Security Deposit Check # 302

Fees Received na

DPW Pre-Approval NA

Certificate of Insurance ✓

Park Map(s) na

Facility Use Calendar _____

Host Liquor Liability na

Police Dept. Approval NA

Parade Calendar na

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

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Stefanie Keegan
Printed Name of Applicant/Responsible Party

[Signature]
Signature of Applicant/Responsible Party

Date 12/18/24

77 Main Street
Post Office Box 369
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FAX (845) 986-6884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

Budget Modification Request

For Board of Trustees Approval - Meeting on 1/6/25

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

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A5110.1000	Streets - Personal Service	271,779.00	4,927.64	Actual vs Budget payroll	A1620.1000	Village Hall - Personal Service	(312.49)	312.49
				Actual vs Budget payroll	A5010.1200	DPW - WORKERS COMP SALARY	(4,615.15)	4,615.15
A1990.4950	Contingent	32,250.36	32,205.36	Actual vs Budget Police contract	A3120.4570	Police - Contracted Services	(33,542.50)	33,542.50
A9060.8000	Hospital & Medical Insurance	30,109.25	1,337.14	Actual vs Budget Police contract				
A3320.4950	Parking Division - Other/Signs	3,574.94	77.50	Cover T2 system purchase	A3320.2300	Parking Division - Equipment	(77.50)	77.50
A1640.2350	Central Garage - Machinery/Equip	55,592.42	20,000.00	Actual vs Budget utilities	A5182.4350	Street Lighting Utilities	(4,886.56)	20,000.00
TOTAL			58,547.64		TOTAL			58,547.64

WATER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F1440.4950	Water - Other Engineer Services	973,447.00	2,013.80	Cost for Lead Service Line Letters/Postage	F8310.4150	Water Admin - Postage	(207.14)	2,013.80
TOTAL			2,013.80		TOTAL			2,013.80

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DEC 31 2024

**VILLAGE OF WARWICK
CLERK'S OFFICE**

Respectfully submitted,


Sadie Andryshak
Village Treasurer

Backup Documentation: Negative balance listing report

Range of Accounts: First		to Last						
Report Type: Sub Account		Include Non-Budget Accounts: N						
Account No	Description							
	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1620-1000	Village Hall - Personal Service							
	1,739.00	0.00	10,916.04	8,864.55	0.00	0.00	312.49-	102.95
A-3120-4570	Police - Contracted Services							
	977,297.00	358,230.00	652,609.50	0.00	0.00	0.00	33,542.50-	103.43
A-3320-2300	Parking Division - Equipment							
	5,000.00	0.00	6,435.50	1,358.00	0.00	0.00	77.50-	101.22
A-5010-1200	DPW - WORKERS COMP SALARY							
	0.00	0.00	23,886.37	19,271.22	0.00	0.00	4,615.15-	123.95
A-5182-2000	Street Lighting-Equipment/Capital							
	60,000.00	0.00	200,457.00	0.00	0.00	0.00	140,457.00-	334.10
A-5182-4350	Street Lighting Utilities							
	50,000.00	0.00	54,886.56	0.00	0.00	0.00	4,886.56-	109.77
Fund Total								
	1,094,036.00	358,230.00	949,190.97	29,493.77	0.00	0.00	183,891.20-	116.37
F-8310-4150	Water Admin - Postage							
	4,000.00	145.80	4,061.34	0.00	0.00	0.00	207.14-	105.18
Fund Total								
	4,000.00	145.80	4,061.34	0.00	0.00	0.00	207.14-	105.18
Year Total								
	1,098,036.00	358,375.80	953,252.31	29,493.77	0.00	0.00	184,098.34-	116.33

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
January 6, 2025
ADDENDUM NO. 1**

**8. Resolution Agreeing to Maintain and Repair
Lighting Facilities Adjusted by the State of New York Via State-let Contract**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Routes 94 & 17A Paving and Improvements in the Village of Warwick located in Orange County (PIN 8002.24, SH 93, SH 1736, and SH 9318) (hereinafter the “Project”); and

WHEREAS, the Village of Warwick approves of the Project and desires to have lighting features installed along Route 94 and 17A within the geographical jurisdiction of the Village of Warwick; and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the Project the installation of additional lighting features along Route 94 and 17A pursuant to Article II, Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the Project; and

WHEREAS, the State will provide for the construction of the above-mentioned work, as shown on the contract plans relating to the Project at no cost to the Village of Warwick provided that the Village of Warwick agrees to energize, maintain and repair such lighting features for a period of twenty five (25) years or until such time as the Commissioner New York State Department of Transportation, at the Commissioner’s discretion, determines that such lighting facilities and/or the maintenance of such facilities is no longer necessary for such State Highway.

NOW, THEREFORE, it is hereby resolved as follows:

1. That the Village of Warwick approves of the Project and desires to have the above-mentioned work performed on the Project; and
2. That the Village of Warwick will maintain or cause to be maintained the above stated lighting facilities for a period of twenty-five (25) years as above stated and as shown on the contract plans; and
3. That the Village Mayor, Michael J. Newhard, is hereby authorized to sign any and all documentation that are or may become necessary as a result of the Project as it relates to the Village of Warwick, and
4. That the clerk of the Village of Warwick is hereby requested and directed to transmit five (5) certified copies of this resolution to the New York State Department of Transportation.

_____ presented the foregoing resolution which was seconded
by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

Carly Foster, Trustee, voting _____

Thomas McKnight, Trustee, voting _____

Mary Collura, Trustee, voting _____

Michael Newhard, Mayor, voting _____

**9. Resolution Granting the State of New York Authority to Perform Water
Facilities Adjustments for the Village and Agreeing to Maintain Water Facilities
Adjusted Via State-let Contract**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Routes 94 & 17A Paving and Improvements in the Village of Warwick located in Orange County (PIN 8002.24, SH 93, SH 1736, and SH 9318) (hereinafter the “Project”); and

WHEREAS, the Village of Warwick approves of the Project and desires to have paving and improvement features installed along Rt 94 and 17A within the geographical jurisdiction of the Village of Warwick; and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the Project height adjustment of municipal water and sewer manhole facilities and the relocation and adjustment to water mains and appurtenances, pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the Project and meeting the requirements of the Village; and

WHEREAS, the service life of the relocated, adjusted, and/or replaced utilities has not been extended; and

WHEREAS, the State will provide for the reconstruction of the above-mentioned work, as shown on the contract plans relating to the above-mentioned project at no cost to the Village of Warwick.

NOW, THEREFORE, it is hereby resolved as follows:

1. That the Village of Warwick approves of the above-referenced relocation of and adjustment to the water mains and appurtenances and the above-referenced work performed on the Project and shown on the contract plans relating to the Project; and

2. That the Village of Warwick will maintain or cause to be maintained the adjusted facilities performed as above-stated and as shown on the contract plans; and

3. That the Village Mayor, Michael J. Newhard, is hereby authorized to sign any and all documentation that are or may become necessary as a result of the Project as it relates to the Village of Warwick, and

4. That the clerk of the Village of Warwick is hereby requested and directed to transmit five (5) certified copies of this resolution to the New York State Department of Transportation.

_____ 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 _____

**10. Resolution Agreeing to Maintain and Repair
Landscaping Facilities Adjusted by the State of New York Via State-let Contract**

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of Routes 94 & 17A Paving and Improvements in the Village of Warwick located in Orange County (PIN 8002.24, SH 93, SH 1839, and SH 1746) (hereinafter the "Project"); and

WHEREAS, the Village of Warwick approves of the Project and desires to have landscaping features installed along Rt 94 and 17A within the geographical jurisdiction of the Village of Warwick; and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the Project the installation of landscaping features along Routes 94 & 17A pursuant to Article II, Section 10, Subdivision 35, of the State Highway Law, as shown on the contract plans relating to the Project; and

WHEREAS, the State will provide for the construction of two mini-gardens and relocation of the boulder memorial and Sanford Memorial Fountain, as shown on the contract plans relating to the Project at no cost to the Village of Warwick provided that the Village of Warwick agrees to maintain and repair such landscape features for a period of twenty five (25) years or until such time as the Commissioner New York State Department of Transportation, at the Commissioner's discretion, determines that such landscaping facilities and/or the maintenance of such facilities is no longer necessary for such State Highway.

NOW, THEREFORE, it is hereby resolved as follows:

1. That the Village of Warwick approves of the Project and desires to have the above-mentioned work performed on the Project; and
2. That the Village of Warwick will maintain or cause to be maintained the above stated landscaping facilities for a period of twenty-five (25) years as above stated and as shown on the contract plans; and
3. That the Village Mayor, Michael J. Newhard, is hereby authorized to sign any and all documentation that are or may become necessary as a result of the Project as it relates to the Village of Warwick, and
4. That the clerk of the Village of Warwick is hereby requested and directed to transmit five (5) certified copies of this resolution to the New York State Department of Transportation.

_____ 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	_____

**11. RESOLUTION APPROVING AGREEMENT FOR
NYSERDA SOLAR GRANT**

WHEREAS, the Village of Warwick has been awarded a Clean Energy Communities Program grant from the New York State Energy Research & Development Authority (“NYSERDA”) in the amount of \$150,000 for installation of a solar array on the roof of the Department of Public Works building at 1 Memorial Park Drive in the Village; and

WHEREAS, the Village Board has before it a proposed Agreement with NYSERDA accepting the grant and setting forth the terms and provisions for planning, purchase and installation of the said solar array; and

WHEREAS, the Village Board finds the terms and conditions of the said Agreement to be acceptable.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board hereby approves the said agreement, a copy of which is annexed hereto; and

2. That the Mayor is authorized to execute the said Agreement and any documents necessary to carry out the terms and provisions thereof.

_____ 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 _____

**New York State Energy Research and Development Authority
("NYSERDA")**

AGREEMENT

1. Agreement Number: 243753
2. Contractor: Village of Warwick
3. Project Director: Tom McKnight
4. Effective Date: January 3, 2025
5. Total Amount of Award: \$150,000.00
6. Project Period: January 3, 2025 - December 31, 2027
7. Expiration Date: June 30, 2028
8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, Metrics Reporting Instructions.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE
UNLESS EXECUTED BELOW BY NYSERDA

Village of Warwick

NEW YORK STATE ENERGY RESEARCH
AND DEVELOPMENT AUTHORITY

Signature: _____

Signature: _____
NYSERDA Authorized Signatory

Name: _____

Title: _____

Exhibit A – Statement of Work
Clean Energy Communities (CEC) Program
Village of Warwick
#243753

Project Background

Launched in August 2016, the NYSERDA Clean Energy Communities program provides grants and recognition to local governments that demonstrate leadership by completing NYSERDA-selected high-impact actions.

Village of Warwick (hereafter, the “Contractor”) has made important strides in the area of clean energy and has met the requirements for grant funding under the Clean Energy Communities program. This funding is to be used for the clean energy project(s) described in this agreement. The funding is intended to reduce greenhouse gas emissions and contribute to New York clean energy goals.

This agreement describes the general terms and conditions under which the Contractor agrees to plan and implement a Clean Energy Communities grant project. Each project will consist of one or more components. Each component will have a Planning Phase and a Completion Phase.

Under this agreement, the Contractor shall implement the following component(s):

Project Component: Solar

Contractor will provide for the installation of the solar photovoltaic array(s) listed below. The exact size and most suitable location will be determined during the project planning phase. The Contractor shall receive formal NYSERDA Project Manager approval of Task 1.0 Planning Phase of this Agreement before the commencement of this project component.

- Installation of a 101.2 kW solar array at 24 Memorial Park Drive, Warwick, NY 10990

The estimated savings of this component is 60.36 metric tons of carbon dioxide equivalent (MTCO₂e)

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor. Subcontractors selected to work on this CEC grant project shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review Deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving Deliverables and ensuring compliance with this Statement of Work.

Metrics Workbook: After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase

(Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format as outlined in Exhibit E, Metrics Workbook.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word, Microsoft Excel, and/or PDF format (or other format as identified in the Tasks below). Within thirty (30) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit any revised Deliverable within thirty (30) business days after receipt of these comments. All Deliverables shall not be considered final unless approved by the NYSERDA Project Manager in writing to the Contractor.

Minimum Performance Requirements

Listed below are the minimum performance requirements for efforts and/or technologies funded under this Agreement. NYSERDA will consider written requests for modifications to the minimum requirements, however modifications are subject to NYSERDA review and approval. The Contractor may propose a project based on previous design efforts, but the project must meet the Minimum Performance Requirements. Implementation or installation must occur after approval of the design. Previous design services, installed, or implemented measures or project elements will not be funded under this Contract. The NYSERDA Project Manager will schedule routine conference calls to ensure the project is on track and meet the required guidelines.

Project Component: Solar

Requirements for this component:

- NYSERDA will only pay for the cost of the project, after incentives, and reserves the right to withhold payments until confirmed.
- Land leases and power purchase agreements where the solar array(s) is owned by a third party are not eligible.
- NYSERDA payment shall not exceed \$6.00 per watt for rooftop and ground mounted systems, and \$10.00 per watt for carport projects.
- Project shall have a Total Solar Resource Fraction (TSRF) of no less than 70 as per the approved Shading Report submitted with the NY-Sun Application.
- Projects must participate in the NY Sun Program, if available.
- Equipment must be in continuous use for a period of at least four (4) years.

Total Contract Award

The total NYSERDA award amount and the total project cost for all Tasks shall not exceed the amount identified in the Milestone Payment Table below. All cost overruns shall be the sole responsibility of the Contractor.

Tasks

The Contractor is solely responsible for all Tasks in this Statement of Work. Submission of deliverables to NYSERDA electronically (by email or via Salesforce) constitutes certification of the veracity of information contained therein, and compliance with Minimum Performance Requirements as identified in this Agreement. The Contractor shall conduct all work as outlined in the following Tasks:

Task 1.0: Planning Phase

The Contractor shall complete the design/specifications and then the Metrics Workbook in accordance with Exhibit E, Metrics Workbook. The Task 1 Planning Phase Metrics Workbook submittal shall be completed to demonstrate that the design/specifications meet the Minimum Performance Requirements described above and data collected to the level of detail needed to estimate the energy and greenhouse gas (GHG) savings benefits. Throughout the term of the contract, any deviations from the approved Minimum Performance Requirements and the implemented project shall be approved in writing by the NYSERDA Project Manager. By request, NYSERDA reserves the right to obtain and review design/specifications.

Task 1.0 Deliverables:

Project Component: Solar

Deliverables for this component:

- NY-Sun Application Number (application must be in the "Submitted" status), or comparable information.
- Metrics Workbook (in Excel format) reflecting the design and specifications of the Solar Array(s) to be constructed.
- PV System Proposal from a participating NY SUN Contractor.

***GO/NO GO DECISION – THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK ON ANY FURTHER TASKS UNDER THIS AGREEMENT WITHOUT WRITTEN PERMISSION FROM THE NYSERDA PROJECT MANAGER, WHICH SHALL BE ISSUED AT NYSERDA’S SOLE DISCRETION.**

Task 2.0: Project Completion

The Contractor shall complete the Task 2 - Project Completion Metrics Workbook submittal(s) in accordance with Exhibit E, Metrics Workbook. This submittal documents final metrics data verifies that the project is complete and the design/specifications meet the project Minimum Performance Requirements.

Site Inspection: If requested, the Contractor shall coordinate with the NYSERDA Project Manager to schedule a date for a site inspection upon the completion of the Project. NYSERDA may also request applicable documentation including, but not limited to photos of the funded project components.

Task 2.0 Deliverables:

Project Component: Solar

Deliverables for this component:

- Final paid invoices
- Metrics Workbook (in Excel format) reflecting the design and specifications of the Solar Array(s) as built.
- Additional incentive program applications or comparable information, if applicable

Milestone Payment Table

The project milestones and schedule of payments is shown below. Any adjustments to the milestone deliverable dates must be approved in writing by the NYSERDA Project Manager.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverable(s) is approved by the NYSERDA Project Manager. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any Deliverable costs that are greater than the NYSERDA contribution for each milestone. If the Contractor fails to complete the project or any milestone of the project, funds disbursed shall be subject to recapture as outlined in Section 2.03 under Exhibit B.

NYSERDA CEC grant funds shall only cover the cost of the project after any other incentives (private, state, federal, etc.) received by the Contractor are removed.

It is NYSERDA's expectation that all dollars awarded under this contract will be used to support clean energy projects. Should Contractor find available funds, for example, through cost savings achieved in performance of the Statement of Work, Contractor agrees to use those funds for clean energy projects.

Milestone #	Milestone Dates	Deliverable Description	NYSERDA Contribution (\$) (Not to Exceed)
Project Plan Phase			
1	12/31/2026	Planning Phase – Solar	\$37,500.00
Project Completion Phase			
2	12/31/2027	Completion Phase – Solar	\$112,500.00
		Total Project Budget	\$150,000.00

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Wendy M. MacPherson, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor

within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

(a) If the Contractor fails to complete all Task(s) of this Agreement, the Contractor is subject to recapture of the full NYSERDA contribution under any tasks of the Agreement under which NYSERDA contributions have been made. NYSERDA reserves the right to pro-rate the final award amount if the completed project deviates from the proposed design submitted and approved in Task 2.

(b) If the Contractor fails to own and operate the equipment installed under the terms of this Agreement for the duration specified under the Minimum Performance Requirements of this Agreement, the Contractor will be subject to the recapture of a portion of the value of the equipment purchased or leased under Task 3 of this Agreement. The recapture will be prorated based upon the amount of time the Contractor has kept the equipment in operation divided by the number of years the Contractor is required to operate the equipment according to the Minimum Performance Requirements under this Agreement, or as approved in writing by the NYSERDA Project Manager.

Recapture payment for the equipment sold, retired or disposed of, or time contractor does not comply with the reporting requirement outlined under the Minimum Performance Requirements under this Agreement = NYSERDA Funded Amount - (Total Project Value * percent of duration required under the Minimum Performance Requirements).

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.

It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work. NYSERDA is not obligated to make any payments beyond the Expiration Date

of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing.

Section 4.02. Payments

(a) **Invoicing:** Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, for projects not managed through NYSERDA's Salesforce application, the Contractor shall submit invoices electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/>. For projects managed through NYSERDA's Salesforce application, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices,

payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the

process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at \$100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work. Where the specified deliverable is in the form of report, acceptance of such report is contingent on Contractor complying with all its obligations set forth in the corresponding task and that the report be complete, and sufficiently and accurately described.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, and New York State Executive Orders in effect during the contract term, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their

intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA ([Code of Conduct for NYSERDA Contractors.pdf](#));

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles;

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity; and

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

As applicable, Contractor shall protect, defend, indemnify and hold harmless NYSERDA and the State of New York from and against all loss imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to failure by Contractor or any of Contractor's affiliates, contractors, subcontractors, agents or other representatives to pay the correct amount of wages, including, but not limited to prevailing wages, overtime, spread of hours, on call pay, call-in pay, scheduling pay, shift or other differential pay, frequency of pay, holiday pay, sick pay or leave, vacation pay, disability or family or parental leave pay, fringe or any other benefits or any claims any kind of wages or benefits allegedly due to any employees or contractors under state, federal or local laws of any kind, notwithstanding whether or not such a failure to pay the correct amount of wages is the result of alleged negligence or omission by NYSERDA or Contractor.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA and the State of New York as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.

In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (c) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the

Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and

Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.04. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Wendy M. MacPherson

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Wendy.MacPherson@nyserda.ny.gov

Personal Delivery: Reception desk at the above address

Village of Warwick

Name: Tom McKnight

Title: Trustee

Address: 77 Main Street, Warwick, NY, 10990

Facsimile Number: N/A

E-Mail Address: tmcknight@villageofwarwick.org

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Communications Department to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Communications Department regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The

wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 1/24

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public

work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records

or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>.

22. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.)

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another

entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Exhibit E

Clean Energy Communities Program Metrics Workbook

Overview

After it has been approved by NYSERDA, the Contractor's CEC Grant Application including all approved project information is referred to as the Metrics Workbook. NYSERDA requires that the information in the Metrics Workbook be updated at the Planning Phase (Task 1) and at the Completion Phase (Task 2) to confirm the energy savings from the project. These submittals are referred to as the Metrics Workbook and shall be submitted in excel format.

To simplify the process and ensure consistency, NYSERDA has automated all energy savings calculations for the following pre-approved project types: Solar, Electric Vehicles, Charging Stations, and LED Street lights. The Contractor is required to ensure that all project details in the Metrics Workbook align with the project design at the Planning Phase (Task 1) and how the project was actually built at the Completion Phase (Task 2).

For Building Upgrades and Custom project types, the Contractor is responsible for documenting energy savings from the project. The required metrics should be provided if the measures are recommended in a CEC Energy Study or ASHRAE Level II or III Energy Audit. NYPA Clean Energy Solutions projects will typically provide energy savings estimates. ASHP and GSHP projects will typically include energy savings calculations as part of the feasibility analysis and design. The Contractor must quantify these project benefits for all the metrics applicable to the project in the Metrics Workbook.

The Metrics Workbook may be updated periodically, therefore the customer should confirm with NYSERDA that they have the latest version.

The Project Plan Metrics Workbook submittal will serve as documentation that the project has been designed to the specification of the CEC program, the contract performance requirements and that the data provided to estimate benefits was based on the design. Upon request, the Contractor may be required to provide NYSERDA with project design documentation, which may include energy audits, contractor proposals, outreach or draft plans, or purchase orders.

Depending on the number of types of projects within a contract, there may be one or more Task 1 Metric Workbook submittals. Once the necessary data has been entered, the Task 1 Planning Phase Metrics Workbook shall be submitted as a separate excel file to NYSERDA, with additional documentation if requested.

For each project, a Project Completion Metrics Workbook submission will be completed for Task 2. Once the project has been completed, the customer will revise the Metrics Workbook values if appropriate to reflect the final implementation of the project.

This submittal will serve as the documentation that the project has been completed in accordance with the CEC program, the contract requirements and that the data provided to calculate the energy savings were based on the final implementation conditions. Upon request, the Contractor may be required to provide NYSERDA with project completion documentation, such as executed contracts or purchase orders, photographs, and or final outreach or planning reports.

Depending on the number of types of projects within a contract, there may be one or more Task 2 Metric Workbook submittals. Once the necessary data has been entered, the Task 2 Project Completion Metrics Workbook shall be submitted as a separate excel file to NYSERDA with additional documentation if requested.