

## Raina Abramson

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**From:** Nicole Hixon <nicolehixonart@gmail.com>  
**Sent:** Tuesday, August 12, 2025 2:26 PM  
**To:** Michael Newhard  
**Cc:** Cheney; Mary Collura; Carly Foster; Tom McKnight; Mike Moser; Mike Finelli; Melissa S Smith; Aliza Schiff; info@wickhamworks.org; Raina Abramson  
**Subject:** Deep Gratitude for My Time as Warwick's Artist in Residence

Dear Mayor Newhard, Trustees, Department of Public Works, and Warwick Community,

It has been my great honor and privilege to serve as the Village of Warwick's Artist in Residence for this pilot program of 2025. This experience has brought me closer to our community on so many levels—through conversations with people passing by in Stanley Deming Park as I built, watching children play and ask questions, and connecting with neighbors of all ages in a space that serves as a central hub for so much of village life.

Creating within the heart of the community has been one of the greatest highlights of my career. The studio space provided was an invaluable resource, and the Department of Public Works played a pivotal role in bringing this monumental work to life. Their skill, and can-do spirit are the very definition of a dream team. Under the leadership of Mike Moser and Mike Finelli, they have proven time and again that they are the backbone of our community—keeping Warwick running, flowing, and safe. I will continue to sing their praises to anyone who will listen.

I also want to extend deep thanks to Melissa Shaw-Smith, whose vision and dedication made this program possible through her grant work and tireless commitment to bringing local art to our village. She has been building something truly special since the inception of Wickham Works. Aliza Schiff was also instrumental in the early stages, sharing her invaluable knowledge of public art in municipalities—we are fortunate to have her on the Village of Warwicks team as the Special Project Coordinator.

The Village Board's openness and enthusiasm for my proposal, and Mayor Newhard's support as both a leader and an artist, have been deeply meaningful. His recognition that this residency should be revived for the benefit of our community and beyond is something I will always appreciate.

This residency has not only deepened my roots in Warwick but has also helped propel my public art career forward, opening new opportunities to create work that connects people to place. If you would like specific feedback, I would be happy to participate in an exit interview and elaborate further. I also have extensive documentation of the process that I would be glad to present.

With my deepest gratitude for this life-changing opportunity,

Nicole Hixon  
Village of Warwick Artist in Residence, 2025

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

Below Image: Maquette and realized sculpture. *The Divine Feminine: Feeding Nature*, Moss, Strawberry plants, earth, irrigation system and steel. Approx 8' tall. Photo taken 6.21.25 at The Strawberry Picnic, Stanley Deming Park







Dear Mayor Newhard and Village Board,

Please accept this letter as my formal resignation from my position as Laborer with the Village of Warwick, my last day will be August 29, 2025.

I am grateful for the opportunity to have been part of the team and for the experiences I have gained during my time here. I have enjoyed working alongside my colleagues and contributing to the community.

Thank you again for the opportunity and support.

Sincerely,

A handwritten signature in black ink, appearing to read "A. D'Alessandro", written over a horizontal line.

Andrew D'Alessandro

RECEIVED

AUG 15 2025

VILLAGE OF WARWICK  
CLERK'S OFFICE

77 Main Street  
Post Office Box 369  
Warwick, NY 10990  
www.villageofwarwickny.gov



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

## VILLAGE OF WARWICK

INCORPORATED 1867

August 8, 2025

Dear Mayor Newhard and Members of the Village Board,

I am writing to respectfully request approval to attend the upcoming Planning and Zoning Board Support Staff Meeting, scheduled for Monday, September 29, 2025, from 12:00 PM to 3:00 PM at the Orange County Emergency Services Center in Goshen, NY.

This meeting will cover important topics relevant to my role, including GML 239 Referrals and Reviews, FOIL procedures, Agricultural Districts, and GIS resources. These subjects directly impact the work we do in the Building and Planning Departments and will help ensure we continue to follow best practices and stay current with state and county-level procedures.

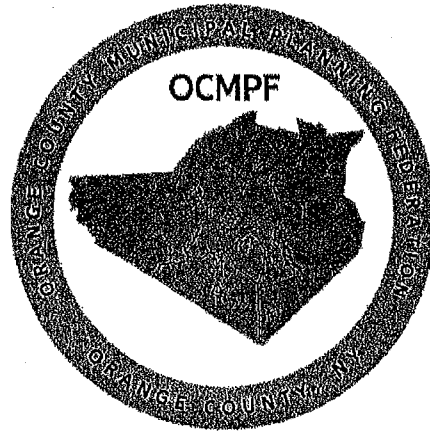
There is no cost to attend this meeting, as the Village has already paid its annual dues.

Thank you for your consideration. Please let me know if you need any additional information.

Sincerely,

**Kristin Bialosky**

Building, Planning, Zoning & AHDRB Administrator



The Board of Directors of the Orange County Municipal Planning Federation is asking  
you to

## **SAVE THE DATE**

For the

### **PLANNING & ZONING BOARD SUPPORT STAFF MEETING**

To be Held on

**MONDAY, SEPTEMBER 29, 2025**  
**12pm - 3 pm**

At the Orange County Emergency Services Center – Classroom # 1.  
22 Wells Farm Road, Goshen, NY 10924.

Administrative staff training topics will include GML 239 Referrals and Reviews,  
FOIL, Ag Districts, and GIS.

There is no charge for municipalities that have paid their 2025 annual dues. The cost  
for non-dues paying municipalities is \$50.00 per person. Refreshments will be served.

Please RSVP to Amy Kaur at [akaur@orangecountygov.com](mailto:akaur@orangecountygov.com) or  
(845) 615-3840 by September 19, 2025.

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**MEMORANDUM**

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**TO:** MAYOR NEWHARD & THE VILLAGE BOARD

**FROM:** MIKE MOSER, DPW SUPERVISOR

**SUBJECT:** SEASONAL LABORER, MATTHEW HYLAND

**DATE:** AUGUST 12, 2025

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Request a Motion to extend the appointment approved on April 21, 2025, of Matthew Hyland to the position of Seasonal Department of Public Works Laborer for an additional 18 weeks, 40 Hours per week, per the recommendation of DPW Supervisor, Michael Moser.

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**MEMORANDUM**

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**TO:** MAYOR NEWHARD & THE VILLAGE BOARD

**FROM:** MIKE MOSER, DPW SUPERVISOR

**SUBJECT:** SEASONAL LABORER, JAMES QUACKENBUSH

**DATE:** AUGUST 12, 2025

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Request a Motion to extend the appointment approved on April 21, 2025, of James Quackenbush to the position of Seasonal Department of Public Works Laborer for an additional 12 weeks, 40 Hours per week, per the recommendation of DPW Supervisor, Michael Moser.



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**MEMORANDUM**

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**TO:** MAYOR NEWHARD & THE VILLAGE BOARD

**FROM:** MIKE MOSER DPW SUPERVISOR

**SUBJECT:** BRUSH PILE ATTENDANT

**DATE:** AUGUST 13, 2025

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Request a motion to hire Thomas DeLuca to the position of Seasonal Department of Public Works Laborer to perform duties of the Brush Pile Attendant at Veterans Memorial Park for the period of September -November 2025 during brush pile operation dates and times. Start date September 6, end date November 30, 2025. Per recommendation of the DPW Supervisor, Mike Moser.

\*\*\*\*\*  
August 12, 2025

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

Re: Warwick Village Well #3 Water Treatment Plant  
General Contract Payment Application #10

Dear Mayor Newhard and Board of Trustees:

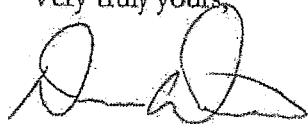
Please let this letter serve as background for the above-mentioned payment application.

We have reviewed the Application for Payment #10 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of July 31, 2025, the new building walls and roof have been completed. The doors and windows have been installed.

We recommend the approval of the payment of \$25,408.70. The balance amount to close the project, including retainage, is \$686,750.84.

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

Very truly yours,



Darren D. Doetsch, PE  
Vice President

DDD/AB/lk  
Enc.



# AIA Document G702® - 1992

## Application and Certificate for Payment

TO OWNER: Village of Warwick  
77 Main Street  
Warwick, NY

PROJECT: Village of Warwick - Well #3 WTP

APPLICATION NO: 010

Distribution to:

FROM TAM Enterprises Inc

VIA Pitagaro & Doetsche Consulting Engineers  
P.C.

PERIOD TO: July 31, 2025

OWNER: [ ]

CONTRACT FOR: General Construction

ARCHITECT: [ ]

CONTRACT DATE: July 31, 2025

CONTRACTOR: [ ]

CONTRACTOR: 114 Hartley Rd  
Goshen, NY 10924

ARCHITECT: 15 Industrial Drive Suite 2  
Middletown, NY 10941

PROJECT NOS: 2431 / /

FIELD: [ ]

OTHER: [ ]

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM..... 1,196,000.00  
2. NET CHANGE BY CHANGE ORDERS..... \$0.00  
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$1,196,000.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$536,051.75  
5. RETAINAGE:  
a. 5.00% of Completed Work  
(Column D + E on G703: \$536,051.75) = \$26,802.59  
b. 5.00% of Stored Material  
(Column F on G703: \$0.00) = \$0.00  
Total Retainage (Lines 5a - 5b or Total in Column I of G703)..... \$26,802.59

CONTRACTOR:

By:

State of:

County of:

*[Signature]*  
New Jersey  
Bergen

Date:

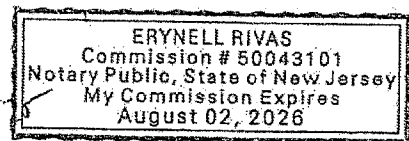
8/1/25

Subscribed and sworn to before  
me this

Notary Public:

My Commission expires: 8/1/25

day of Aug, 2025



6. TOTAL EARNED LESS RETAINAGE..... \$509,249.16  
(Line 4 Less Line 5 Total)  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 483,840.46  
(Line 6 from prior Certificate)  
8. CURRENT PAYMENT DUE..... \$25,408.70  
9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$686,750.84  
(Line 3 less Line 6)

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

\$25,408.70

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

8/12/2025

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

# **AIA® Document G703® – 1992**

## Continuation Sheet

AIA Document G702<sup>1</sup>, Application and Certification for Payment, or G732<sup>2</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Village of Warwick - Well #3  
WTP

APPLICATION NO:

010

APPLICATION DATE:

07-31-2025

PERIOD TO:

July 31, 2025

ARCHITECT'S PROJECT NO:

Pitingaro & Doetsch

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D - E - F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G+C)		
1	Bonds and Insurance	29,900.00	29,900.00		0.00	29,900.00	100.00%	0.00	1,495.00
2	Submittals	50,700.00	48,165.00		0.00	48,165.00	95.00%	2,535.00	2,408.25
3	Mobilization/Demobilization	22,183.00	11,091.50		0.00	11,091.50	50.00%	11,091.50	554.58
4	Demolition of Existing Treatment Building and Well Pump	51,047.00	51,047.00		0.00	51,047.00	100.00%	0.00	2,552.35
5	Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and all other items specified	267,460.00	213,968.00	26,746.00	0.00	240,714.00	90.00%	26,746.00	12,035.70
6	Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections by others	140,810.00	0.00		0.00	0.00	0.00%	140,810.00	0.00
7	Furnish and Install SCADA panel and system.	34,602.00	0.00		0.00	0.00	0.00%	34,602.00	0.00
8	Furnish and Install UV system and appurtenances.	85,294.00	0.00		0.00	0.00	0.00%	85,294.00	0.00
9	Furnish and Install an 80-kw natural gas generator with weather enclosure and compatible ATS including natural gas piping. Electrical Connections by others	57,890.00	37,613.00		0.00	37,613.00	64.97%	20,277.00	1,880.65
10	Furnish and Install a chemical injection system	26,275.00	25,555.60		0.00	25,555.60	97.26%	719.40	1,277.78
11	Furnish and Install cartridge filter housings	86,198.00	64,648.50		0.00	64,648.50	75.00%	21,549.50	3,232.43
12	Furnish and Install a flow meter turbidity analyzer	101,585.00	0.00		0.00	0.00	0.00%	101,585.00	0.00



A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
	chloriner residual analyzers chart recorders pressure gauges a pressure transmitter and all other instrumentation specified								
13	Furnish and Install a mini split system electrical unit heaters and an exhaust fan and louver.	23,953.00	0.00		0.00	0.00	0.00%	23,953.00	0.00
14	Furnish and Install a ductile iron pipe and fittings.	64,354.00	16,088.50		0.00	16,088.50	25.00%	48,265.50	804.42
15	Furnish and Install a shower and eyewash station combination unit	6,190.00	0.00		0.00	0.00	0.00%	6,190.00	0.00
16	Furnish and Install ADA compliant bathroom	12,176.00	0.00		0.00	0.00	0.00%	12,176.00	0.00
17	Furnish and Install all water supply piping and drainage piping	7,208.00	0.00		0.00	0.00	0.00%	7,208.00	0.00
18	Start-up	10,350.00	0.00		0.00	0.00	0.00%	10,350.00	0.00
19	Punch List	10,350.00	0.00		0.00	0.00	0.00%	10,350.00	0.00
20	Close out	7,475.00	0.00		0.00	0.00	0.00%	7,475.00	0.00
21	Stated Allowance for Unforeseen Items	100,000.00	11,228.65		0.00	11,228.65	11.23%	88,771.35	561.43
22	CO#1 Excavation Existing Valves (7,050.70)	0.00	0.00		0.00	0.00	0.00%	0.00	0.00
23	CO#2 Labor and Materials Reinforce and pour footing 24x10 Basement Wall (4,177.95)	0.00	0.00		0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	1,196,000.00	509,305.75	26,746.00	0.00	536,051.75	44.82%	659,948.25	26,802.59

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

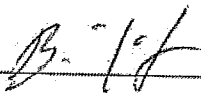
Name of Claimant: TAM Enterprises, Inc  
Name of Customer: TAM Enterprises, Inc  
Job Location: Well #3 WTP  
  
Owner: Village of Warwick  
Date Through: July 31, 2025  
  
Exceptions: \_\_\_\_\_  
\_\_\_\_\_

### Unconditional Waiver and Release Signature

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

The claimant has received the following progress payment: \$483,840.46

The current payment amount is: \$25,408.70

Claimant's Signature:   
Claimant's Title: Vice President  
Date of Signature: 7/1/25





August 12, 2025

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

Re: 2025 WIIA Grant Application Services

File: 1334.015.004

Dear Mayor Newhard:

Barton & Loguidice (B&L) is pleased to provide you with a proposal to assist in the preparation and submission of a NYS Water Infrastructure Improvement Act (WIIA) grant and associated supporting documents. Applications are due to the NYS Environmental Facilities Corporation (EFC) no later than September 12, 2025 at 5:00 p.m.

### **Scope of Services**

Details of our approach and Scope of Service are summarized as follows:

1. Modify the opinion of probable cost estimate, if needed, previously completed in the approved Preliminary Engineering Report (PER).
2. Prepare a WIIA Grant application update for the Village via the on-line application, supported by required information to be assembled by the Village. WIIA grant prerequisites generally include:
  - a. Preliminary Engineering Report (previously completed, cost evaluation).
  - b. SEQR (previously completed).
  - c. SHPO determination (previously completed).
  - d. Board Resolution (by others).
3. Assist the Village with finalizing and submitting the application prior to the deadline.



Hon. Michael J. Newhard, Mayor  
Village of Warwick  
August 13, 2025  
Page 2

### Fee Proposal

For the Scope of Service presented above, B&L proposes to be compensated on a Lump Sum basis in the total amount of \$4,600. Should additional work be required beyond the initial fee, B&L will bill the work based on its current 2025 billing rates.

If you have any questions, please feel free to contact our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Donald H. Fletcher  
Executive Vice President

JAB2/tlh

Attachment    Standard Terms & Conditions

### Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in and in accordance with the attached Terms and Conditions.

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Michael J. Newhard, Mayor  
Village of Warwick

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Date

**STANDARD TERMS AND CONDITIONS**  
**for**  
**PROFESSIONAL CONSULTANT SERVICES**  
**provided by**  
**BARTON & LOGUDICE, D.P.C. ("Consultant")**

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

**1.0 Basic Agreement**

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

**2.0 General Considerations**

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise included under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

**3.0 Payment for Services**

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

**4.0 Additional Services**

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

**5.0 Dispute Resolution**

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

**6.0 Accrual of Claims**

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

**7.0 Controlling Law**

This Agreement is to be governed by the law of the state in which the project is located.

**8.0 Successors, Assigns, and Beneficiaries**

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

**9.0 Termination**

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**10.0 Total Agreement/Severability**

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.





**VILLAGE OF WARWICK**  
INCORPORATED 1867

**RESOLUTION AUTHORIZING SUBMISSION OF A NEW YORK STATE WATER  
INFRASTRUCTURE IMPROVEMENT ACT (WIIA) GRANT APPLICATION FOR THE  
VILLAGE OF WARWICK WATER SYSTEM IMPROVEMENTS PROJECT**

**WHEREAS**, the Village Board of the Village of Warwick duly caused to be prepared a Preliminary Engineering Report (PER) recommending improvements to the Village's Reservoir Water Storage Tank; and

**WHEREAS**, the proposed improvements to such water system components include upgrades such that the Reservoir Water Storage Tank will meet the Recommended Standards for Waterworks; and

**WHEREAS**, the Project will include construction of two (2) new water storage tanks, replacing the existing Reservoir Tank; and

**WHEREAS**, the opinion of probable project costs of these improvements, is \$3,600,000; and

**WHEREAS**, the Village Board now desires to pursue grant funding for the project under the New York State Water Infrastructure Improvement Act (WIIA) program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Village Board of the Village of Warwick, Orange County, New York, authorizes the submission of a New York State Water Infrastructure Improvement Act (WIIA) grant application; and

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to submit an application on behalf of the Village for grant funding under the New York State Water Infrastructure Improvement Act (WIIA) Program, and to execute any agreements, instruments or

other documents in connection with the Village's acceptance of any such grants and/or the funding thereof; and

**BE IT FURTHER RESOLVED**, that the Mayor may authorize any required local match required with respect to financing or grants awarded to the Village for the Project through the use of cash and/or in-kind services; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.

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

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

Barry Cheney, Trustee, voting      Aye

Carly Foster, Trustee, voting      Aye

Thomas McKnight, Trustee, voting      Absent

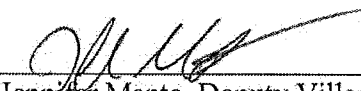
Mary Collura, Trustee, voting      Aye

Michael Newhard, Mayor, voting      Aye

I, JENNIFER MANTE, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a special meeting of the Village Board of the Village of Warwick duly called and held on Tuesday, July 25, 2023, and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 25<sup>th</sup> day of July 2023.

SEAL

  
\_\_\_\_\_  
Jennifer Mante, Deputy Village Clerk

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

### Reservoir Water Tank Replacement

**WHEREAS**, the Village of Warwick (the "Village") owns and operates a municipal water system (the "Water System") serving the Village; and

**WHEREAS**, the Village is currently in the design phase of the Reservoir Water Storage Tank Replacement Project, in response to the tank being near the end of its useful life; and

**WHEREAS**, the current engineer's opinion of probable construction cost for the Reservoir Water Storage Tank Replacement Project [hereinafter collectively the "Project"] is Three Million Six Hundred Thousand Dollars \$3,600,000.00 [the "Capital Project Cost"]; and

**WHEREAS**, the Village intends to finance the Project through issuance of bonds in the amount of \$3,600,000.00 pursuant to the Local Finance Law of the State of New York; and

**WHEREAS**, although the Village will pay the full amount of the Capital Project Cost through bonding, the Village is also applying to the New York State Water Infrastructure Improvement Act ("WIIA") Program seeking a grant for sixty (60) percent of eligible costs related to the Project, and, if the WIIA grant application is approved, the amount required to be bonded will be concomitantly decreased; and

**WHEREAS**, although the Village will pay the full amount of the Capital Project Cost through bonding, the Village maintains a capital reserve fund which, depending on certain



future circumstances, may be available to provide funds to pay a portion of the costs related to the Project, and, if such capital reserve funds ultimately are available to pay a portion of the cost of the Project, the amount required to be bonded will be concomitantly decreased; and

**WHEREAS**, the Board of Trustees of the Village has conducted Public Information Meetings to take comments from the public on the Village's proposed improvements to the Water System which constitute the Project.

**NOW, THEREFORE**, be it **RESOLVED** as follows:

1. That the Village Board of Trustees hereby determines that the Village shall undertake the Reservoir Water Storage Tank Replacement Project; and
2. That the work to be undertaken in the Project shall be the replacement of the Reservoir Water Storage Tank, including the construction of two (2) 600,000 gallon water storage tanks, demolition of the existing Reservoir Tank, connection of the two (2) new tanks to the existing water system, site restoration, engineering services, associated administrative and legal services, and other ancillary costs necessary to complete the Project; and
3. That funding for the Project shall be provided through issuance of bonds in the amount of \$3,600,000.00 , less any amount which may ultimately be received through a WIIA grant or any amount which may be available from the Village's capital reserve funds; and
4. That upon completion of the Project, the new Reservoir Water Storage Tanks shall merge into the already existing Water System.

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

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

Barry Cheney, Trustee, voting      Aye

Carly Foster, Trustee, voting Aye

Thomas McKnight, Trustee, voting Absent

Mary Collura, Trustee, voting Aye

Michael Newhard, Mayor, voting Aye

I, JENNIFER MANTE, Deputy Village Clerk of the Village of Warwick, in the County of Orange, State of New York HEREBY CERTIFY that the above motion was made at a special meeting of the Village Board of the Village of Warwick duly called and held on Tuesday, July 25, 2023, and has been compared by me with the original minutes as officially recorded in the Village Clerk's Office in the Minute Book of the Village Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Warwick this 25<sup>th</sup> day of July 2023.

SEAL

  
Jennifer Mante, Deputy Village Clerk

**VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A**  
**PURCHASING QUOTATION SUMMARY FORM**

- |  |   |   |
|--|---|---|
| <b>Purchase Contracts (Single Item Purchase)</b><br>\$2,000 - \$19,999<br>Above \$20,000 | (3) Written/Email/Fax Quotes<br>Mandatory Competitive Bidding | <b>Public Works Contracts (Services/Construction)</b><br>\$2,000 - \$34,999<br>Above \$35,000 |
|--|---|---|
- ▶ Aggregate purchases totaling over \$20,000 – must follow mandatory competitive bidding process.
- ▶ This form must be attached to voucher and invoice for Board approval.

**DESCRIPTION OF PURCHASE**

CAT 908 WHEEL LOADER

<b>BUDGETED PURCHASE</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>BUDGET CODE</b> A5110.2350	<b>CURRENT LINE BALANCE</b> \$ 170,175 Signature: _____ Date: 8/12/25
---	----------------------------------	---

<b>BUDGETED AMOUNT</b>	<b>IF NO EXPLAIN</b>		
\$			

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	6/27/25	H.O.PENN	\$ 130,000
2			\$
3			\$

**VENDOR SELECTED**

IF NOT LOWEST BID EXPLAIN WHY

IF ONLY (1) QUOTE EXPLAIN OR IF A SOLE SOURCE

SOURCEWELL CONTRACT #020223    #\$011723

**EXCEPTIONS TO COMPETITIVE BIDDING**

<b>OTHER GOVERNMENTS</b>  STATE - COUNTY MUNICIPAL BID CONTRACTS	<b>NAME OF AGENCY</b>		
	<b>VENDOR/SUPPLIER</b>	<b>CONTRACT#</b>	
	<b>TOTAL COST \$</b>	<b>BID PERIOD EXPIRES</b>	
<b>ADDITIONAL INFORMATION</b>			

**\*\*EMERGENCY PURCHASE\*\* - Must meet one of the following situations**

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

**REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION**

**DEPARTMENT APPROVAL**

Name/Title: Mike Finelli Assistant DPW Supervisor

Date: 8/12/2025

Signature: 





Jun 27, 2025

VILLAGE OF WARWICK DEPT OF PUBLIC WORKS

PO BOX 369  
WARWICK, New York 10990

Mike Finelli,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Inc Model: **908 Wheel Loader** with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** C0378-24

**SERIAL NUMBER:** 0MZ801152

**YEAR:** 2024

**SMU:** 2

We appreciate your interest in H.O. Penn Machinery Co. Inc. and Caterpillar products for your business needs. This quotation is valid for 30 days, and is subject to prior sale. If there are any questions, please do not hesitate to contact me.

Regards,

James Bennett  
Machine Sales Representative  
jbennett@hopenn.com  
(845) 206-2553

**One (1) New Caterpillar Inc Model: 908 Wheel Loader with all standard equipment in addition to the additional specifications listed below:**

## **STANDARD EQUIPMENT**

**POWERTRAIN** -- Emissions compliant, two options -- U.S EPA Tier 4 Final and EU Stage V\* -- U.S. EPA Tier 3 and EU Stage IIIA\*\* -- C2.8 DIT engine (Turbocharger) -- Diesel particulate filter (DPF)\* -(Fit for Life) or exhaust muffler\*\* -- Fuel, diesel, ultra low sulphur, -@ < 15 ppm (stage V)\* -- Fuel, diesel, standard sulphur, -@ < 500 ppm (stage IIIA)\*\* -- Hydrostatic transmission, 2 speed, -with inching function, shift on the go -- Powertrain mode, hystat -- Air cleaner, two stage filter, with in -cab audio/visual indicator on display -- Axles, heavy duty, frame mounted -with outboard planetary reduction -- Closed circuit breather -- Coolant, extended life, -36C (-33F) -- Drive shaft, maintenance free, -sealed for life, universal joints -- Engine, auto idle shutdown, -ultra low idle, hibernation mode -- Engine oil, ECO drain tap and hose -- Fuel pump, priming (manual) with -water separator & drain port

**HYDRAULICS** -- Caterpillar HYDO Adv. 10 hydraulic oil -- Coupler/pin on attachment ready -- Demand cooling fan, hyd. driven -- Dead engine lower, lift valve, manual -- EH fully proportional controls -- Hydraulic pilot shut off switch, in cab -- Hystat pump, infinitely variable, -- Implement valve, anti drift -and pressure compensated -- Joystick, single auxiliary roller -- Lift and tilt control -- Loader arm float function -- Motor, single drive with dedicated -implement and steering pumps -- Oil Sampling SOS ports, -

**ELECTRICAL** -- Alternator, 100 amp sealed -- Battery, heavy duty, 12V, 90Ah&950CCA -- Battery disconnect switch -- Cab mounted fuse panel -- Lights, rear stop and turn, LED -- Lights, roading, front halogen -- Service port, electronic diagnostic, ET -- Product link ( PL243 )

**OPERATOR ENVIRONMENT** -- ROPS/FOPS certified canopy/cab -- 12V power outlets, interior/exterior -- Pedals, brake/inching, accelerator -- Lever, parking brake -- Cup holders (2) -- CB radio clip, phone holder -- Door release, internal (left/right) -- Hook, large, coat and hard hat -- Floormat, easy clean, raised pedals -- Mirrors, 2 external, 1 internal -- Steering wheel, spinner knob, horn -- Seat belt, orange, 51mm (2 in) -- Storage, cab (trays x3, seat pocket) -- Steering column, tilt adjusted -- Column mounted multi function -control: lights, roading, wipers, -self cancelling turn signals -- Quick coupler switch, in cab -- Display, analog and digital -- Gauges (2), hyd oil, engine coolant -- Digital with soft touch buttons, -fuel level, speed range, speedometer, -service hour meter, service/ maint info, -hyd/powertrain perf and aggr settings, -security passcode (multiple languages) -- Joystick, seat mounted, multifunction -- Forward/neutral/reverse, aux roller, -speed range, cont flow, diff lock, horn -- Right Arm rest, padded, multi height -- Seat, manual height adjust/suspension, -(cab) fabric, adjustable left arm rest -(canopy) vinyl, no left arm rest -- Cab -- Doors, (2), fixed glass -- Wipers, front/rear, full coverage -- Windshield, front single piece -- Window, rear heated -- Radio ready, speakers and wiring -- Air vents, 4 screen, 7 directional -- Heating, mechanical control unit -- Sun Visor, solid, front full width -- Interior light (incandescent)

**OTHER STANDARD EQUIPMENT** -- Cat optimized Z-bar loader linkage -- Fenders, front and rear -- Ground level daily service points -- Loader arm safety brace -- Lockable engine enclosure/side access -fuel filler cap, nose cone, HVAC filters -- Machine lifting/tie down points -- Paint, E-Coat primer, gloss top coat -- Recovery hitch with pin -

**MACHINE SPECIFICATIONS**

908 14A CWL AM-N/AM-S	572-7978
LANE 3 ORDER	0P-9003
PREPARATION PKG-USA, ANSI	601-2045
LIGHTS, ROAD, FN, HAL, RH DIP	573-3913
FAN, DEMAND, STD	581-4770
WEATHER, COLD START, 120V	580-6299
ENGINE, C2.8, STAGE V	607-1279
FILTER, FUEL, ELECTRIC	569-2571
TRANS 25 MPH DIFF LOCK	597-1180
HYD, 3V, STD FLOW, STD LIFT	598-2562
COUPLER, SSL	577-6117
AUX, STD FLOW, 3 VALVE	607-6811
RIDE CONTROL, STD LIFT	577-6051
KICKOUT, RTD, ROTARY SENSOR	573-3916
CAB, DLX, 2 SLIDING WINDOWS	577-7154
KEY START, PASSCODE SECURITY	580-0524
MIRROR, EXT, STD	577-7161
CAMERA, REAR VIEW, W/O MIRROR	602-2629
STORAGE, BASE TRAY	598-4911
KEYPAD 8, RIM PULL/CREEP CTL	580-0522
SEAT, DELUXE PLUS, AIR, HEAT	573-4006
SEAT BELT, 2"	595-3363
AIR CON, AUTO TEMP CONTROL	587-6908
DOOR STOP, CAB	600-3116
PRODUCT LINK, CELLULAR PLE643	636-6178
TIRES 405/70 R20,GY,POWERLOAD	617-3232
FENDERS, STANDARD, R20	579-9894
HITCH, REAR RETRIEVAL, STD	580-0511
HYDRAULIC OIL, STANDARD	577-6969
LIGHTS, CAB, STD, 4X LED	580-0532
ALARM, BACK UP	580-0537
BEACON, MAGNET, LED, AMBER	561-0644
DOOR SWITCH & 2X USB POWER	596-4178
HARNESS, WIRING, WT, SSL	580-0539
STANDARD RADIO (12V)	623-9432
1.4 CYD GP BUCKET	000-000
FORKS	000-000

**WARRANTY & COVERAGE**

Standard Warranty:	12 Months Full Machine
Extended Coverage:	5 years / 3000 PREMIER Warranty

SELL PRICE

\$145,000.00



LESS GROSS TRADE ALLOWANCE	(\$15,000.00)
NET BALANCE DUE	\$130,000.00
AFTER TAX BALANCE	\$130,000.00

---

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
1150	WACKER (WA)	347040347	2011	\$15,000.00

**F.O.B/TERMS:**  
Bloomingburg

**PAYMENT TERMS**Cash Invoice Terms

CASH WITH ORDER	
\$130,000.00	

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

# VILLAGE OF WARWICK PROCUREMENT POLICY - EXHIBIT A

## PURCHASING QUOTATION SUMMARY FORM

<b>Purchase Contracts (Single Item Purchase)</b> \$2,000 - \$19,999 (3) Written/Email/Fax Quotes Above \$20,000 Mandatory Competitive Bidding	<b>Public Works Contracts (Services/Construction)</b> \$2,000 - \$34,999 Above \$35,000
---	---

▶ Aggregate purchases totaling over \$20,000 -- must follow mandatory competitive bidding process.

▶ This form **must** be attached to voucher and invoice for Board approval.

### DESCRIPTION OF PURCHASE

Records Management Consultant Services to Complete Phase 2 of the 24-25 LGRMIF Grant Project

<b>BUDGETED PURCHASE</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>BUDGET CODE</b> A1410-4950	<b>CURRENT LINE BALANCE</b> \$58,625 Signature:  Date: 8/13/25
---	----------------------------------	--

<b>BUDGETED AMOUNT</b> \$ 15,800	<b>IF NO EXPLAIN</b> FY24-25 LGRMIF Budget for Records Management Consultant Purchased Services, Code 40, \$37,175 - \$21,175 (Gallego Invoice) = \$15,800 Remaining Balance
-------------------------------------	---

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1	8/9/2025	Antonia S. Mattheou	\$12,600
2	8/4/2025	James Tammaro	\$7,380
3	7/29/2025	Warren Records Management	\$15,800
4	8/6/2025	William Saffady	\$15,400

**VENDOR SELECTED:** Warren Records Management

### IF NOT LOWEST BID EXPLAIN WHY

Only quote that can adhere to RFQ completion date of 10/31/25. Consultant will provide comprehensive on-site assessment and employee training necessary to review previously completed inventory (Phase 1) and assess current systems and needs.

### IF ONLY (1) QUOTE EXPLAIN OR IF A SOLE SOURCE

### EXCEPTIONS TO COMPETITIVE BIDDING

<b>OTHER GOVERNMENTS</b>  STATE - COUNTY MUNICIPAL BID CONTRACTS	<b>NAME OF AGENCY</b>		
	<b>VENDOR/SUPPLIER</b>	<b>CONTRACT#</b>	
	<b>TOTAL COST \$</b>	<b>BID PERIOD EXPIRES</b>	
	<b>ADDITIONAL INFORMATION</b>		

### \*\*EMERGENCY PURCHASE\*\* - Must meet one of the following situations

- 1) Result from accident or unanticipated incident
- 2) Impact public buildings, property, or the life, health & safety of municipal residents
- 3) Requires immediate action that cannot wait for competitive bidding

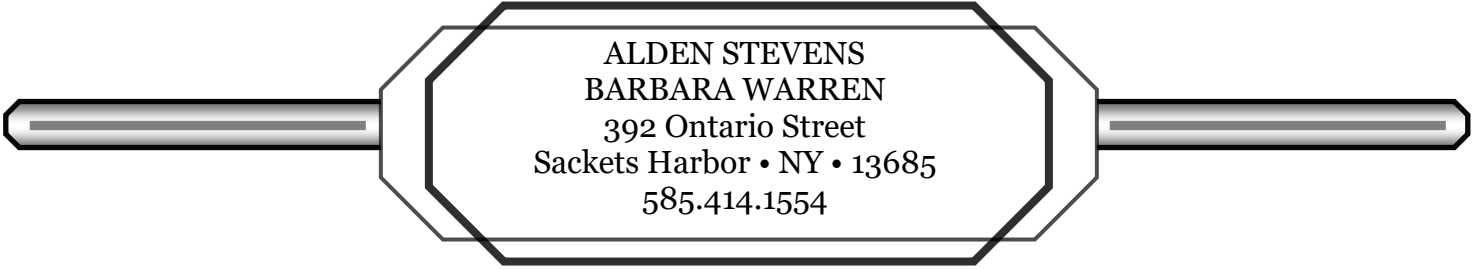
### REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

### DEPARTMENT APPROVAL

Name/Title: Raina Abramson, Village Clerk

Date: 8/13/25

Signature:



ALDEN STEVENS  
BARBARA WARREN  
392 Ontario Street  
Sackets Harbor • NY • 13685  
585.414.1554

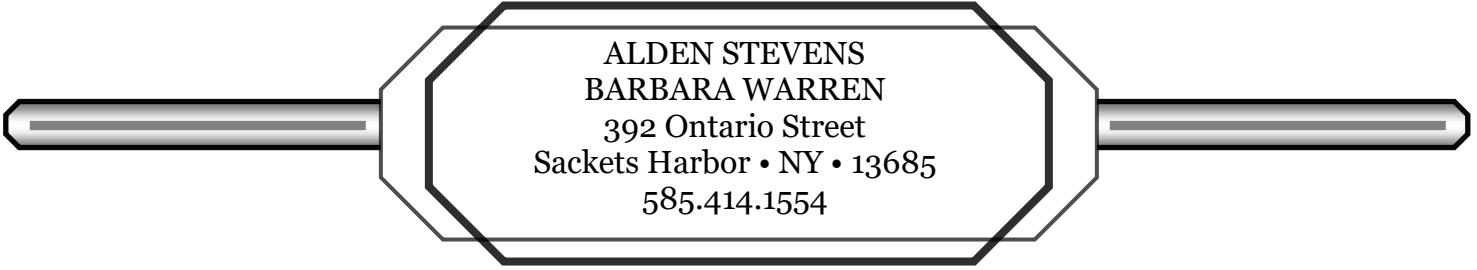
**Village of Warwick**  
77 Main Street/P.O. Box 369  
Warwick, NY 10990  
**Raina Abramson** Village Clerk

*Response to Request for Quote  
Village of Warwick  
July 24, 2025*

**Scope of Services**

**1: ONSITE WORK:**

- a. Evaluate existing records in order to understand the structure of current organization of village records.
- b. Spend time with records users and the RMO in order to gain an understanding of both current practices and future expectations.
- c. Discuss alternative practices in preparation for writing a Records Management Plan and Guidebook to codify best records management disciplines going forward.
- d. Outline future needs in preparation for designing and implementing a Needs Assessment Report.



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BARBARA WARREN  
392 Ontario Street  
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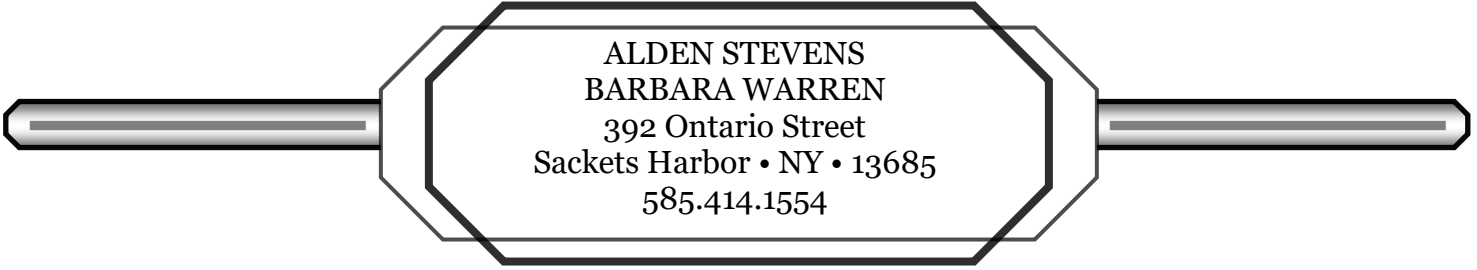
## 2: OFFSITE WORK

- a. **Create a Needs Assessment Report** in cooperation with the Records Management Officer. The Needs Assessment Report will:
  1. Address the need for future funding,
  2. Evaluate the design of the Records Storage Facilities
  3. Address any need for equipment.
  4. Pinpoint records still in need of organization.
  5. Discuss methodologies and possible timelines.
  6. Discuss what records are most suitable for digitizing.
- b. **Create a Records Management Plan and Guidebook** to address the following:
  1. Centralization of Authority
  2. Defining the Official Copy of Record
  3. Controlling Inactive Records Storage Areas
  4. Documenting Records Destroyed by the Town
  5. Inactive Records Management Policy Discipline
  6. Management of Electronic (Computer) Records
  7. Specific Policy Recommendations:
  8. Records Management Disaster Plan

## 3: STAFF TRAINING

- a. Provide staff training in best records management practices.
- b. Train staff in storage room discipline and use of the LGS-1 retention Schedule.
- c. Discuss the best uses of the electronic index,





ALDEN STEVENS  
BARBARA WARREN  
392 Ontario Street  
Sackets Harbor • NY • 13685  
585.414.1554

#### 4: FEE STRUCTURE

Fee is based on an hourly rate of **\$ 100.00.** This rate includes all expenses and overhead of the consultant.

*Item A:* Onsite Evaluation of Records, Records Management Procedures, and Needs Assessment

**90** hours at a rate of **\$ 100** per hour for a total cost of **\$9,000.**

*Item B:* Needs Assessment & Creation of Needs Assessment Report

**30** hours at a rate of **\$100** per hour for a total cost of **\$3,000 .**

*Item C:* Creation of a Written Records Management Plan and Guidebook

**30** hours at a rate of **\$ 100** per hour for a total of **\$ 3,000.**

*Item D:* Staff Training, including onsite training and preparation of training materials **8** hours at a rate of **\$ 100** per hour for a total of **\$ 800.**

#### **Grand Total for Items A-D:**

**158** hours at a rate of **\$ 100** per hour for a Grand Total of **\$15 800.**

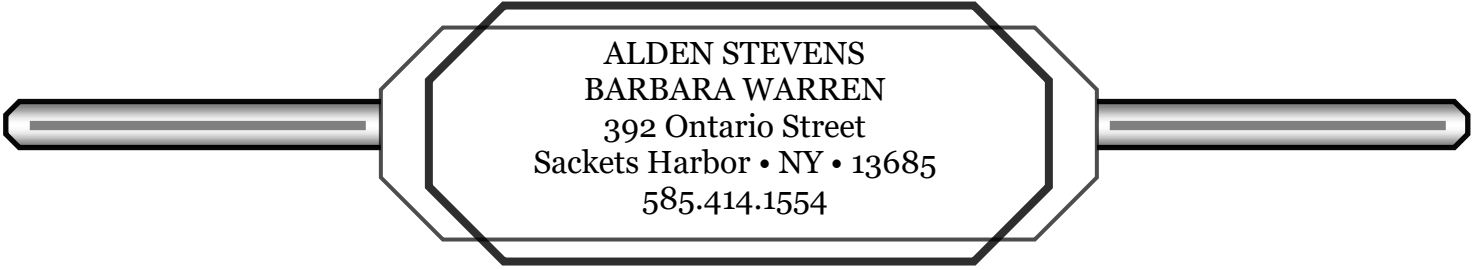
It is estimated that the 2 consultants will be onsite for approximately **9 hours** each (**18 consultant hours**) for approximately **5** days.

(Please see Section 10 of this document for onsite access protocols.)

#### **Total Cost Not to Exceed**

For all services described above in Scope of Services for a grand total cost not to exceed:

**\$ 15,800**



ALDEN STEVENS  
BARBARA WARREN  
392 Ontario Street  
Sackets Harbor • NY • 13685  
585.414.1554

#### 5: TIMELINE

It is estimated that the onsite hours will be completed on or before September 19, 2025.

Offsite preparation of reports should be completed on or before October 1<sup>st</sup>. Staff training will be scheduled for a day in early October at the convenience of all participants.

Project will be completed on or before October 31, 2025

#### 6: PROJECT PERSONNEL

Project personnel will be limited to:

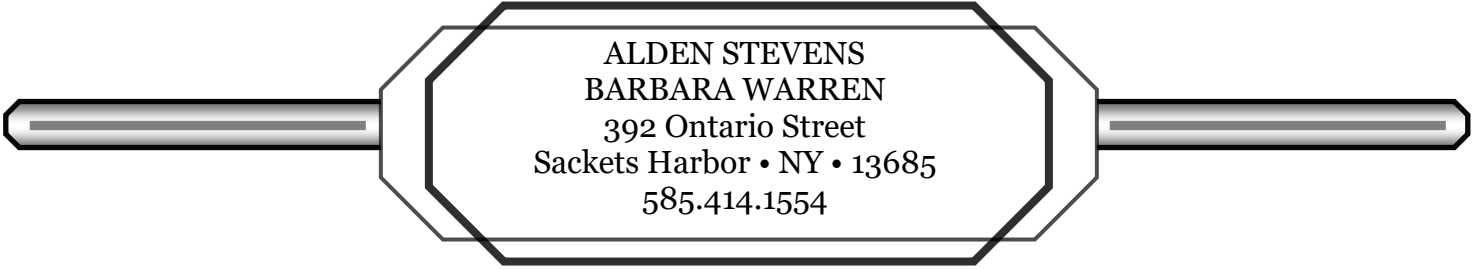
- a. Alden Stevens
- b. Barbara Warren

#### 7: SUBCONTRACTORS:

None.

#### 8: M/WBE:

- a. Barbara Warren is M/WBE certified.



ALDEN STEVENS  
BARBARA WARREN  
392 Ontario Street  
Sackets Harbor • NY • 13685  
585.414.1554

#### 9: INSURANCE

Proof of insurance will be provided as specified including a rider naming the Village of Warwick as additional named insured.

A Certificate of Insurance will be provided.

#### 10: ONSITE ACCESS

- a. Village of Warwick agrees to provide parking for a class C Motorhome on or near village property.
- b. Location will include access to 110 VAC power.
- c. Records management team will be provided after-hours access to the Village Hall as needed.

Sincerely,

Alden Stevens  
[aldenxy@aol.com](mailto:aldenxy@aol.com)  
585 230-4865

Barbara Warren  
[barbarawarren@gmail.com](mailto:barbarawarren@gmail.com)  
585 414-1554

**AGREEMENT BETWEEN**  
**THE VILLAGE OF WARWICK**  
**AND**  
**BARBARA WARREN DBA WARREN RECORDS MANAGEMENT**

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the Village of Warwick (hereinafter referred to as “Warwick”) of 77 Main Street, PO Box 369, Warwick, NY and Barbara Warren DBA Warren Records Management with its principal offices of 392 Ontario Street, Sackets Harbor, NY 13685 (hereinafter “Consultant”).

**Scope of Service**

The Consultant will provide records and information management services to Warwick as listed below:

**1: ONSITE WORK**

- a. Evaluate existing records in order to understand the structure of current organization of village records.
- b. Spend time with records users and the RMO in order to gain an understanding of both current practices and future expectations.
- c. Discuss alternative practices in preparation for writing a Records Management Plan and Guidebook to codify best records management disciplines going forward.
- d. Outline future needs in preparation for designing and implementing a Needs Assessment Report.

**2: OFFSITE WORK**

- a. **Create a Needs Assessment Report** in cooperation with the Records Management Officer. The Needs Assessment Report will:
  1. Address the need for future funding,
  2. Evaluate the design of the Records Storage Facilities
  3. Address any need for equipment.
  4. Pinpoint records still in need of organization.
  5. Discuss methodologies and possible timelines.
  6. Discuss what records are most suitable for digitizing.
- b. **Create a Records Management Plan and Guidebook** to address the following:
  1. Centralization of Authority

2. Defining the Official Copy of Record
3. Controlling Inactive Records Storage Areas
4. Documenting Records Destroyed by the Town
5. Inactive Records Management Policy Discipline
6. Management of Electronic (Computer) Records
7. Specific Policy Recommendations:
8. Records Management Disaster Plan

### 3: STAFF TRAINING

- a. Provide staff training in best records management practices.
- b. Train staff in storage room discipline and use of the LGS-1 retention Schedule.
- c. Discuss the best uses of the electronic index.

### 4: FEE STRUCTURE

Fee is based on an hourly rate of **\$ 100.00**. This rate includes all expenses and overhead of the consultant.

*Item A:* Onsite Evaluation of Records, Records Management Procedures, and Needs Assessment

**90** hours at a rate of **\$ 100** per hour for a total cost of **\$9,000**.

*Item B:* Needs Assessment & Creation of Needs Assessment Report

**30** hours at a rate of **\$100** per hour for a total cost of **\$3,000** .

*Item C:* Creation of a Written Records Management Plan and Guidebook

**30** hours at a rate of **\$ 100** per hour for a total of **\$ 3,000**.

*Item D:* Staff Training, including onsite training and preparation of

training materials **8** hours at a rate of **\$ 100** per hour for a total of **\$ 800**.

#### **Grand Total for Items A-D:**

**158** hours at a rate of **\$ 100** per hour for a Grand Total of **\$15 800**.

It is estimated that the 2 consultants will be onsite for approximately **9 hours** each (**18 consultant hours**) for approximately **5** days.

(Please see Section 10 of this document for onsite access protocols.)



### **Total Cost Not to Exceed**

For all services described above in Scope of Services for a grand total cost not to exceed: \$ **15,800**

### **5: TIMELINE**

It is estimated that the onsite hours will be completed on or before September 19, 2025.

Offsite preparation of reports should be completed on or before October 1<sup>st</sup>. Staff training will be scheduled for a day in early October at the convenience of all participants.

Project will be completed on or before October 31, 2025

### **6: PROJECT PERSONNEL**

Project personnel will be limited to:

- a. Alden Stevens
- b. Barbara Warren

### **7: SUBCONTRACTORS:**

None.

### **8: M/WBE:**

- a. Barbara Warren is M/WBE certified.

### **9: INSURANCE**

Proof of insurance will be provided as specified in **Addendum A** including a rider naming the Village of Warwick as additional named insured.

A Certificate of Insurance will be provided.

### **10: ONSITE ACCESS**

- a. Records management team will be provided after-hours access to the Village Hall as needed.

**Authorizations**

**Village of Warwick**

**Barbara Warren DBA Warren Records Management**

\_\_\_\_\_  
Michael J. Newhard, Mayor

\_\_\_\_\_  
Barbara Warren

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **APPENDIX A**

### **VILLAGE OF WARWICK INSURANCE & HOLD HARMLESS AGREEMENT**

**INSURANCE AGREEMENT - PROFESSIONAL CONSULTANTS**  
**BETWEEN THE VILLAGE OF WARWICK**  
**AND**  
**BARBARA WARREN DBA WARREN RECORDS MANAGEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village Board of the Village of Warwick, NY, a municipal corporation with its principal offices at 77 Main Street, Warwick, NY 10990 (hereinafter the "Municipality") and Barbara Warren DBA Warren Records Management with its principal offices of 392 Ontario Street, Sackets Harbor, NY 13685 (hereinafter "Consultant"), upon the following terms and conditions:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the Municipality as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, N.Y. State Disability and professional liability insurance. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract
2. The policy naming the Municipality as an additional insured shall:
  - a. Purchase an insurance policy from an A.M. Best rated "Secure" insurer, licensed in New York State. A New York State licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the Municipality.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the Municipality, its Board, employees and volunteers.
  - c. The Municipality shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
3.
  - a. The certificate of insurance must describe the specific services provided by the contractor (e.g., auditing, information technology consulting) that are covered by the commercial general liability policy and the umbrella policy.
  - b. At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.
4. The consultant agrees to indemnify the Municipality for any applicable deductibles and self-insured retentions.
5. Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - b. **Workers' Compensation and N.Y.S. Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.  
  
*A self-employed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2 (4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage*

*requirements.* A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online: [http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

- c. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the Municipality. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
  - d. **Excess Insurance**  
\$ NA each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
6. Consultant acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract. The consultant is to provide the Municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipality.
7. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

## **Barbara Warren DBA Warren Records Management**

\_\_\_\_\_  
Barbara Warren

\_\_\_\_\_  
Date



### **HOLD HARMLESS AGREEMENT**

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Village of Warwick, or any officer, agent, servant, or employee of the Village of Warwick from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the Contractor under the contract or which may arise out of:

1. Any injury to person or property sustained by the Contractor, its agents, servants, or employees of by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick on any claim or demand, and shall satisfy any judgment that may be rendered against the Village of Warwick or any officer, agent, servant, or employee of the Village of Warwick.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

**Barbara Warren DBA Warren Records Management**

\_\_\_\_\_  
Barbara Warren

\_\_\_\_\_  
Date

Received Date

# Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

4 0 2 6 1

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.12/23)

BE IT RESOLVED, that the Village of Warwick / 40261 hereby established the following standard work days for these titles and will  
 (Name of Employer) (Location Code)  
 report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
<b>Elected Officials:</b>									
Jeanine Garritano Wadeson	xxx-xx-xxxx	XXXXXX	Village Justice	4/7/2025-4/2/2029	6	2.44	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
<b>Appointed Officials:</b>									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Raina Abramson, secretary/clerk of the governing board of the Village of Warwick, of the State of New York,  
 (Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Village of Warwick on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 (Name of Employer)

(Signature of Secretary or Clerk)

**Affidavit of Posting:** I, \_\_\_\_\_ being duly sworn, deposes and says that the posting of the Resolution began on  
 (Name of Secretary or Clerk)  
 \_\_\_\_\_ and continued for at least 30 days. That the Resolution was available to the public on the:  
 (Date)

- ☐ Employer's website at: \_\_\_\_\_
- ☐ Official sign board at: \_\_\_\_\_
- ☐ Main entrance Secretary or Clerk's office at: \_\_\_\_\_

(seal)

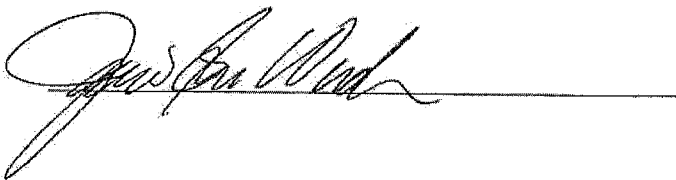
## RECORD OF ACTIVITIES

Jeanine Garritano Wadeson  
Village Justice  
Village of Warwick

April 7,8,9,10,11	Review of Email; confer with Court Clerks	1.50
April 14,15,16,17,18	Review of Email, confer with Court Clerks	1.00
April 16	File preparation/review Attendance at Court	1.00 3.50
April 17	Review of Traffic Files	0.75
April 21,22,23,24,25	Review of Email; confer with Court Clerks	1.50
April 28,29,30 May 1,2	Review of Email; confer with Court Clerks	1.00
May 5,6,7,8,9	Review of Email; confer with Court Clerks	1.25
May 7	File preparation/review Attendance at Court	0.50 1.25
May 8	Review of Traffic Files	1.00
May 12,13,14,15,16	Review of Email; confer with Court Clerks	1.00
May 19,20,21,22,23	Review of Email; confer with Court Clerks	2.00
May 21	File preparation/review Attendance at Court	3.00 3.50
May 22	Review of Traffic Files	0.50

May 26,27,28,29,30	Review of Email; confer with Court Clerks	1.25
June 2,3,4,5,6	Review of Email; confer with Court Clerks	1.00
June 9,10,11,12,13	Review of Email; confer with Court Clerks	1.50
June 13	Trial Preparation Decision	5.00
June 16,17,18,20	Review of Email; confer with Court Clerks	1.25
June 18	File preparation/review Attendance at Court	1.00 3.00
June 19	Review of Traffic Files	0.75
June 23,24,25,26,27	Review of Email; confer with Court Clerks	1.50
June 30		
July 1,2,3	Review of Email; confer with Court Clerks	1.00
July 2	File preparation/ review Attendance at Court	0.25 1.00
July 3	Review of Traffic Files	<u>1.00</u>
TOTAL		43.75

With my signature, I attest to the accuracy of the record provided above.



8/6/2025



Home / Retirement / Employers / Reporting Elected and Appointed Officials  
/ ROA Result Calculator

Reporting Elected and Appointed Officials

## ROA Result Calculator

Use this calculator to determine the ROA result (average number of days worked per month) for an elected or appointed official.

### Calculate the ROA result:

Total Hours Recorded on the ROA:

43.75

Number of Months used to Calculate the  
ROA:

3



*Note: must be a minimum of three months.*

Hours in Standard Work Day:

6



Calculate

**ROA Result — Average Days Worked per  
Month:**

2.44

You must list the ROA result on a Standard Work Day and Reporting Resolution for Elected and Appointed Officials form (RS2417-A). If the member is not an elected or appointed official, the RS2417-A form does not need to be completed.

For more information about how these results are calculated, go to Calculating Record of Activities Results and Days Worked.





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[Home](#) / [Retirement](#) / [Employers](#) / [Reporting Elected and Appointed Officials](#)  
/ [Days Worked Calculator](#)

Reporting Elected and Appointed Officials

## Days Worked Calculator

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### Officials Paid Per Payroll Period

Use this calculator to convert the ROA result (average number of days worked per month) into the number of days worked to report your employees' service credit to NYSLRS.

#### Calculate the days worked to put on your monthly report:

ROA Result:

2.44

Pay Period Frequency:

Monthly



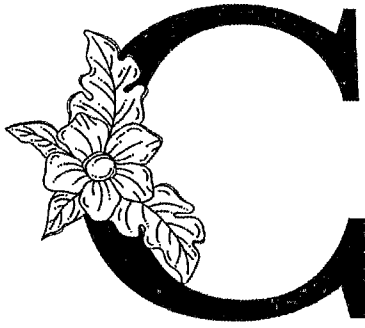
Calculate

Days Worked to Report:

2.44

For more information about how these results are calculated, go to [Calculating Record of Activities Results and Days Worked](#).

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Mary Collura  
33 Orchard St.  
Warwick, NY 10990  
collura@villageofwarwick.org

Village of Warwick  
Mayor & Board of Trustees

August 12, 2025

Dear Mayor and fellow Board members,

As you may know, I have been working with Eva DeFreese, recent SYLA graduate on a really exciting community project. Eva has been collecting gently used and no longer needed Warwick Spirit wear and Warwick branded items to be re-distributed to those in need within the community.

We are looking forward to hosting a "shopping day" on Saturday, September 13 from 10 a.m. to 2 p.m. in Stanley-Deming Park.

September 13 is the Saturday before Spirit Week and one week prior to Homecoming. This date and location will be advantageous in getting Wildcat items to those who need.

Working with Eva on this initiative has been an absolute pleasure and as her mentor, I am happy to help her navigate the logistics.

Thank you,

Mary Collura

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: 9/13/25

Title of Event: wildcat spirit wear "shopping" Day

Purpose of Event: to distribute/give away wildcat spiritwear clothing items that were donated before spirit week which is Monday 9/13-9/19.

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

☐ Railroad Green ☒ Stanley-Deming Park ☐ Lewis Woodlands

☐ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

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

#### SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 9/13/25 Rain Date Requested: \_\_\_\_\_

Arrival Time: 9:30 AM Departure Time: 2:30 PM

Event Start Time: 10 AM Event End Time: 2 PM

#### SECTION 3: APPLICANT INFORMATION

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

*\*For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Stephanie Kowalsky

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

Mailing Address of Responsible Party: PO box 483 pine island NY 10969

Email Address: Sikowalsky@gmail.com Cell Phone: 845-258-8888

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

Name of Organization (if Applicable): \_\_\_\_\_

Name of Organization's Director(s)/Officer(s): \_\_\_\_\_

Organization's Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address of Organization: \_\_\_\_\_

Physical Address of Organization: \_\_\_\_\_

#### **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: \_\_\_\_\_

#### **WILL YOUR EVENT INCLUDE:**

#### **CHECK YES OR NO**

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

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

**SPECIAL REQUESTS:**
**CHECK YES OR NO**

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

<b>Use of Memorial Park Pavilion Lights</b>	Yes _____ No <u>X</u>
<b>Use of Village of Warwick Restrooms</b> <i>Memorial Park and Stanley Deming Park only.</i>	Yes _____ No <u>X</u>
<b>Other</b> <i>Please explain: Use of pavillion opposite band shell to set up table, display items</i>	Yes <u>X</u> No _____

### **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 Field Lights -

The Daniel Prial Field / Football Field (circle one) - \$10 per day or \$300 per season

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

**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 \_\_\_\_\_ (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).

Stephanie Kowalsky  
Printed Name of Applicant/Responsible Party

[Signature]  
Signature of Applicant/Responsible Party

8/13/25  
Date

#### **Office Use Only:**

Security Deposit Check # 6591

Fees Received nla

DPW Pre-Approval nla

Certificate of Insurance ✓

Park Map(s) ✓

Facility Use Calendar ✓

Host Liquor Liability nla

Police Dept. Approval nla

Parade Calendar nla



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.

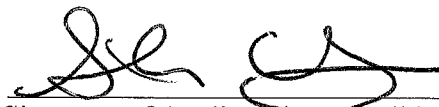
#### **INDEMNITY & HOLD HARMLESS**

**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:

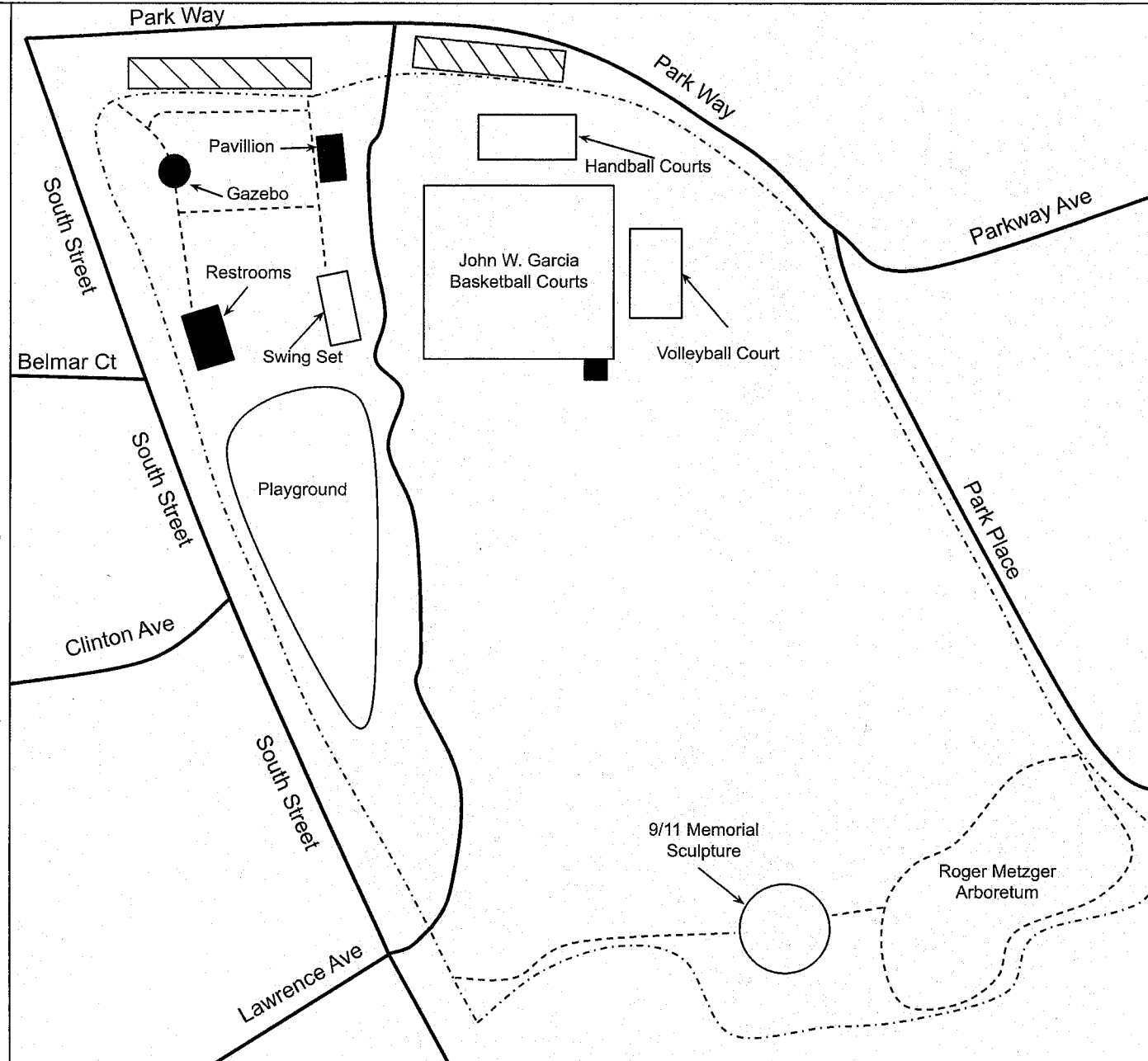
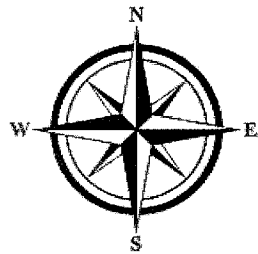
Stephanie Kowalsky

Printed Name of Applicant/Responsible Party





Signature of Applicant/Responsible Party

Date 8/13/25



### MAP KEY

- Road: ———
- Footpath: - - -
- Park Boundary: - . -
- Creek: ———
- Parking: 
- Structure: 

100 ft



PO Box 5599  
Endicott, NY 13763  
607-330-0943 (Telephone)  
877-200-5572 (Facsimile)

Via email

August 3, 2025

Ms. Raina Abramson, Clerk  
Village of Warwick  
Village Hall  
77 Main Street  
PO Box 369  
Warwick, NY 10990

Re: U-Audit Services & the NYCOM USA Program

Dear Ms. Abramson:

It was a pleasure speaking with you on Friday. As indicated in our discussion, U-Audit Associates specializes in municipal audits pertaining to a number of areas including gross receipts tax, franchise fees and utilities, to name a few. Our Standard Services are contingency based, so we are only compensated upon the success of each audit.

U-Audit Associates was founded in 2011 as a consulting / referral company by Thomas Augustini and John Bernardo, both of whom has vast experience in finance, telecommunications and governmental affairs. Background on the principals of U-Audit is as follows:

**Thomas R. Augustini, MPA**

- Employee Benefits Consultant
- Deputy Supervisor & Councilman – Town of Union, NY
- Former Clerk / Treasurer – Village of Johnson City, NY

**John M. Bernardo, CPA**

- Certified Public Accountant
- Former Deputy County Executive – Broome County, NY
- Former Supervisor – Town of Union, NY
- Former Executive Vice President – Cellular One / Syracuse & Utica Telephone Companies

U-Audit's current client list under the NYCOM USA Program includes a number of villages and cities located throughout NYS including East Williston, Rye Brook, Pittsford, Arkport, Endicott, Granville, Hastings-on-Hudson, Ellenville, Red Hook, Briarcliff Manor, just to name a few.

In accordance with our request, I've attached a Cost and Revenue Review Agreement for your and your attorney's review, which has been populated with the Gross Receipts Tax selection only. Once you've had a chance to review this Agreement, please contact me with any additional questions.

Thank You.

Best Regards,

*JMB*

John M. Bernardo  
U-Audit Associates, LLC



## Cost and Revenue Review Agreement

This Agreement, made as of the last date signed below, is by and between the Village of Warwick (hereinafter referred to as CLIENT) and U-Audit Associates, LLC, a NYCOM Network Partner (hereinafter referred to as "U-Audit").

### I. Services Available

Optimization and Reduction Services: U-Audit will review service types as specified below by CLIENT for the purposes of obtaining refunds (by check or account credit). U-Audit will discuss findings with CLIENT and upon CLIENT approval of each U-Audit recommendation, U-Audit will file claims, negotiate with suppliers, and implement CLIENT-approved refunds. CLIENT is free to put limitations, conditions and parameters on U-Audit if CLIENT provides permission for U-Audit to file a claim, negotiate with suppliers and/or implement CLIENT approved refunds. U-Audit will submit a report of potential refunds to CLIENT for CLIENT's review and approval prior to taking any action on a recommended change.

### II. Services Selected

U-Audit will perform the above-described services for CLIENT service types as indicated with a "yes" below:

Revenue/Cost Type	Indicate "Yes" for desired types	Fee % - Refunds	Fee % - Cost Savings
A. Cable Franchise Fee Revenue		40%	n/a
B. Gross Receipts Tax Revenue	YES	40%	n/a
C. Electricity including street lighting and traffic signals		40%	40%
D. Natural gas		40%	40%
E. Water and wastewater		40%	40%
F. Propane and other gases		40%	40%
G. Waste removal (trash, medical, bio, document destruction, etc.)		40%	40%
H. Telecom (voice, data, internet, cable TV)		40%	40%
I. Cellular phones & devices		40%	40%
J. Gas & Electric Supply Costs		40%	40%
K. Merchant processing fees		40%	40%
L. Outside payroll processing fees		40%	40%
M. Small parcel shipping (FedEx, UPS, etc.)		40%	40%
N. Other (please specify):		40%	40%

### III. Fees

CLIENT will pay fees to U-Audit as follows based on identified refunds:

- A. **Refunds:** Any refunds recovered due to U-Audit's efforts are subject to a one-time fee equal to 40% of each refund indicated in Section II. This fee is payable after the CLIENT has received the refund check or credit, and the correction has been verified by U-Audit.

### IV. Term

The initial term of this Agreement is one year and may be extended in writing by the parties. This agreement may be cancelled in writing by either party without cause with at least 30 days' written notice. Any fees due U-Audit, as indicated in Sections II and III above, will continue to be payable, regardless of cancellation or expiration of this Agreement, for findings in process at the time of cancellation or expiration of this Agreement. Findings in process are refunds identified and successfully negotiated by U-Audit and the supplier but not yet collected.

### V. Other

- A. Except as noted on a referenced attachment to this Agreement, CLIENT is not currently working on pursuing refunds. If CLIENT becomes aware of a refund opportunity that is not part of U-Audit's efforts, and CLIENT elects to pursue that opportunity on its own, then CLIENT agrees to notify U-Audit in writing upon CLIENT'S discovery of that opportunity.  
☐ If checked, please see attachment.
- B. CLIENT will cooperate with U-Audit by signing letters of authority to suppliers, supplying copies of appropriate bills, completing forms, and providing other documentation and information. CLIENT agrees that it will not undertake refund negotiations or associated with the Service Types marked "Yes" in Section II until U-Audit's analysis and report for each area is presented to CLIENT. U-Audit should work directly with suppliers to effectively correct billing errors and implement CLIENT-approved refunds. If in response to refund recommendations presented by U-Audit, CLIENT chooses to: 1) pursue on its own a refund that was recommended by U-Audit, and/or 2) benefit from a refund based on an issue identified by U-Audit but available to CLIENT through the actions of third parties, U-Audit is still entitled to its fees.
- C. U-Audit is permitted by CLIENT to use specialists on a subcontract basis in the performance of the work as described in this Agreement at no additional cost to CLIENT, if U-Audit deems the use of such specialists to be beneficial.
- D. Undisputed fees are payable to U-Audit within 30 days of date invoiced. Late fees are payable on undisputed invoices more than 10 days past due at the rate of 1.5% per month.
- E. U-Audit agrees that any and all information obtained from the CLIENT is deemed confidential and proprietary and will use its best efforts to keep that information secure and, upon request, such records containing that information shall be returned to the CLIENT within 30 days. Any copies or electronic storage of the data shall be destroyed, and such destruction shall be confirmed in writing by U-Audit and sent to CLIENT. This provision shall also apply to any subcontractor, employee or independent party retained by U-Audit. However, it is understood that certain CLIENT information might be required for the filing of refunds and to the extent CLIENT permits the filing and such is public record, then the information shall no longer be viewed as confidential.
- F. This is the entire Agreement between the parties.
- G. In the unlikely event of any disputes, the parties will attempt to settle the dispute among themselves. If unable to be resolved, any claim or controversy arising from or in any way related to this agreement is agreed to be governed and controlled by the laws of the State of New York and shall be venued in and subject to the exclusive jurisdiction of State Supreme Court, County of Orange. The judgment of the court shall include costs and reasonable attorneys' fees for the prevailing party.



CLIENT

by:

_____ Signature	_____ Date
_____ Print Name	_____ Title

U-Audit by:

_____ Signature	_____ Date
_____ Print Name	_____ Title