

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



(845) 986-2031
FAX (845) 986-6884
mayor@villageofwarwickny.gov
clerk@villageofwarwickny.gov

VILLAGE OF WARWICK

INCORPORATED 1867

NOTICE OF HEARING
VILLAGE OF WARWICK BOARD OF TRUSTEES
T-MOBILE SPECIAL USE PERMIT APPLICATION

PUBLIC NOTICE is hereby given that T-Mobile Northeast, LLC (“T-Mobile”) has filed a special use permit application with the Village of Warwick Board of Trustees (the “Village Board”) requesting municipal approval to modify an existing wireless telecommunications facility located at 15 Maple Avenue, on the rooftop of St. Anthony’s hospital, in the Village of Warwick, Orange County, New York (Tax Map Parcel Nos. 207-1-2, 3 & 4.2). The modification includes the collocation, removal and replacement of equipment without creating a substantial change to the existing facility.

PUBLIC NOTICE is further hereby given that the Village Board will hold a public hearing on T-Mobile’s application on February 17, 2026, at 7:30 p.m. at the Village Hall, 77 Main Street, Warwick, New York 10990, to consider and hear public comment on the proposed facility. The plans describing the project are on file in the Village Clerk’s office and are available for review. All persons interested will be heard by the Village Board at the public hearing. The Village of Warwick will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Village Clerk.

BY ORDER OF THE BOARD OF TRUSTEES
VILLAGE OF WARWICK
RAINA ABRAMSON, VILLAGE CLERK
Dated: January 23, 2026



NEWS RELEASE

New York State Conference of Mayors and Municipal Officials
119 Washington Avenue, Albany, NY 12210 • (518) 463-1185

Barbara J. Van Epps
Executive Director

Village of Warwick Mayor Michael J. Newhard Joins NYCOM Executive Committee

(ALBANY, NY) – Mayor Michael J. Newhard of the Village of Warwick has been appointed to the Executive Committee of the New York State Conference of Mayors and Municipal Officials (NYCOM). NYCOM President, Mayor William F. Brazill of the Village of Minoa, made the selection. The Executive Committee is responsible for governing the Conference of Mayors and establishing its overall policies.

“Mayor Newhard is the kind of steady, thoughtful leader local government depends on,” said NYCOM President Mayor Bill Brazill. “He understands how to balance growth with preservation, and how to turn long-term vision into reality for his residents. His perspective will be an invaluable addition to NYCOM’s Executive Committee.”

Mayor Newhard is a lifelong resident of the Village of Warwick and has served as mayor since 2001, following his time as Village Trustee. During his tenure, Warwick has earned national recognition for community character, public spaces and civic pride, including top honors from America in Bloom and Communities in Bloom. Under his leadership, Warwick has invested heavily in infrastructure, parks, housing and downtown revitalization, securing more than \$20 million in grant funding to strengthen quality of life while limiting the burden on taxpayers. The Village’s cultural scene has also flourished through his long-running arts and music programming, helping establish Warwick as a vibrant and creative regional destination.

“I am honored to join NYCOM’s Executive Committee and to continue advocating for villages and cities across New York State,” said Mayor Newhard. Local government works best when leaders share ideas and speak with a unified voice. I look forward to working with my colleagues to support strong, resilient communities.”

“Mayor Newhard brings decades of experience, a collaborative mindset and a deep understanding of how policy decisions affect communities on the ground,” said NYCOM Executive Director Barbara Van Epps. “His leadership will be a tremendous asset as NYCOM continues its advocacy on behalf of cities and villages.”

NYCOM serves and represents cities and villages in New York State, ranging from the smallest village to the City of New York. NYCOM has been in existence since 1910.

CALL TO ARTISTS

The Village of Warwick is seeking candidates for its next Artist in Residence (AIR). The goal of the Village of Warwick Artist in Residence program is to expose the community to the work of local artists, create opportunities for local artists to engage with the community and build their careers and connections within the community, and demonstrate the Village of Warwick's commitment to supporting artists' contributions to community life.

The AIR will serve a one-year term in which they will engage with the community through a public artist talk, a hands-on workshop related to their work, and a public showcase or exhibition of their work. The selected AIR will receive a \$4000 stipend and will be supported by [Wickham Works](#) in developing and planning the three community engagement activities/events. Artists aged 18 and above who reside in the Town of Warwick, including its three villages of Florida, Greenwood Lake and Warwick, are eligible to apply. **Applications are due March 12, 2026 by 5pm and will be accepted through our [online portal](#).**

For full details about the opportunity please visit the Village of Warwick's website www.villageofwarwickny.gov

Photo: 2025 Village of Warwick Artist in Residence Nicole Hixon with her work *Divine Feminine: Feeding Nature*. Photo Courtesy of Wickham Works.

(See photo on next page)



Barton & Loguidice

February 5, 2026

Hon. Michael Newhardt, Mayor
Village of Warwick
77 Main Street
P.O. Box 369
Warwick, New York 10990

Re: Maple Ave. Pump Station Improvements
Contract No. 1A – General Construction

Subj: Certified Payment Estimate No. 6

File: 1334.019.001

Dear Mayor Newhardt:

Attached please find a copy of the sixth payment request for Contract No. 1A (General Construction) of the Village of Warwick Maple Ave. Pump Station Improvements Project. Also enclosed are the lien waiver and release form, and payment voucher associated with this application.

At this time, we recommend that the Village of Warwick review and authorize the payment to TAM Enterprises, Inc. in the amount of \$ 321,434.73 for work completed through December 31, 2025.

Should you have any questions or comments concerning our recommendation, please do not hesitate to call our office.

Sincerely,

BARTON & LOGUIDICE, D.P.C.



Jason A. Ballard, P.E., LEED AP
Senior Associate

JAB/tlh

Attachments

Contractor's Application for Payment

Owner:	<u>Village of Warwick</u>	Owner's Project No.:	<u>1334.019.001</u>
Engineer:	<u>Barton & Loguidice</u>	Engineer's Project No.:	<u>1334.019.001</u>
Contractor:	<u>TAM Enterprises Inc</u>	Contractor's Project No.:	<u>2448</u>
Project:	<u>The Relocation of Maple Ave Booster Pump Station</u>		
Contract:	<u></u>		
Application No.:	<u>6</u>	Application Date:	<u>12/31/2025</u>
Application Period:	<u>From 12/1/2025</u>	to	<u>12/31/2025</u>

1. Original Contract Price	\$	1,060,000.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	1,060,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	799,761.50
5. Retainage		
a. <u>5%</u> X \$ <u>799,761.50</u> Work Completed =	\$	39,988.08
b. <u>5%</u> X \$ <u>-</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	39,988.08
6. Amount eligible to date (Line 4 - Line 5.c)	\$	759,773.42
7. Less previous payments (Line 6 from prior application)	\$	438,338.69
8. Amount due this application	\$	321,434.73
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	300,226.58

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

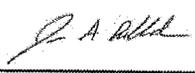
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: TAM Enterprises Inc - Brian Cutler, Vice President

Signature: 

Date: 1/12/20

Recommended by Engineer

By: 

Title: Senior Associate

Date: 2/5/2026

Approved by Owner

By: _____

Title: _____

Date: _____

Approved by Funding Agency

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: Village of Warwick
 Engineer: Barton & Loguidice
 Contractor: TAM Enterprises Inc
 Project: The Relocation of Maple Ave Booster Pump Station
 Contract:

Owner's Project No.: 1334.019.001
 Engineer's Project No.: 1334.019.001
 Contractor's Project No.: 2448

Application No.: 6 Application Period: From 12/01/25 to 12/31/25 Application Date: 12/31/25

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	Bonds and Insurance	\$27,000.00	27,000.00	-	-	27,000.00	100%	\$0.00
2	Submittals	\$50,000.00	50,000.00	-	-	50,000.00	100%	\$0.00
3	Mobilization / Demobilization	\$28,425.55	14,212.78	-	-	14,212.78	50%	\$14,212.77
4	Grand St. Site Preparation	\$17,643.61	17,643.61	-	-	17,643.61	100%	\$0.00
5	Maple Ave. Booster Station Site preparation.	\$14,184.60	-	14,184.60	-	14,184.60	100%	\$0.00
6	Gas excavation from main to meter	\$12,067.16	-	-	-	-	0%	\$12,067.16
7	Sidewalk Prep and Installation	\$15,000.00	-	-	-	-	0%	\$15,000.00
8	C103 Assemble New Header on site, Cut in New Header, New water service across the road	\$17,431.45	-	-	-	-	0%	\$17,431.45
9	C103 Water install Dual 6"Dip to USEMCO	\$37,437.16	-	-	-	-	0%	\$37,437.16
10	C103 Proposed Drywell + 55f SDR35, Drainage installation	\$8,346.54	-	-	-	-	0%	\$8,346.54
11	Excavate, Prep, Backfill for Foundation for USEMCO Building	\$14,523.08	14,523.08	-	-	14,523.08	100%	\$0.00
12	Foundation and Pour Stair pads SUB	\$35,000.00	35,000.00	-	-	35,000.00	100%	\$0.00
13	Set and complete USEMCO Building (Payment Schedule to be 50 % to be paid after approval of Submittal, 45% to be paid after successful start up with 5% retainage.)	\$490,731.70	245,365.85	245,365.85	-	490,731.70	100%	\$0.00
14	Strip Top Soil, Prep for Paving	\$11,999.62	5,999.81	3,599.89	-	9,599.70	80%	\$2,399.92
15	C103 Pave New Driveway	\$35,843.50	-	-	-	-	0%	\$35,843.50
16	Excavation and Backfill of PRV Valve Vault	\$16,038.00	-	16,038.00	-	16,038.00	100%	\$0.00
17	Installation of PRV Valve Vault, Pipe Fittings, Restoration	\$103,328.03	51,664.02	51,664.01	-	103,328.03	100%	\$0.00
18	Start up and testing	\$20,000.00	-	-	-	-	0%	\$20,000.00
19	Punch List Items	\$15,000.00	-	-	-	-	0%	\$15,000.00
20	Traffic and Safety	\$15,000.00	-	7,500.00	-	7,500.00	50%	\$7,500.00
21	General Field order Allowance	\$75,000.00	-	-	-	-	0%	\$75,000.00
Original Contract Totals		\$ 1,060,000.00	\$ 461,409.15	\$ 338,352.35	\$ -	\$ 799,761.50	75%	\$260,238.50
Change Orders								

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

WHEREAS, TAM Enterprises Inc hereafter called the "Undersigned," having entered into a written contract or purchase order with the Village of Warwick, hereafter call the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Relocation of Maple Avenue Water Booster Station.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of \$321,434.73 provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.

- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

None

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

- 3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.
- 4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").

None

- 5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.
- 6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, non-sequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.
- 7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this 12th day of January, 2026

AMOUNT OF THIS

PARTIAL/FINAL PAYMENT:

\$ 321,434.73

B. Cutler

Office/Authorized Signature

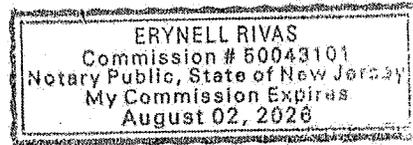
Brian Cutler / Vice President

Printed Name and Title

Sworn to before me this 12th day of January, 2026

[Signature]

Notary Public



END OF SECTION



**Pitingaro & Doetsch
Consulting Engineers**

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

February 10, 2026

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

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

Dear Mayor Newhard and Trustees:

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

We have reviewed the Application for Payment #4 from Joseph Warren Electrical, LLC for the Warwick Village Well #3 Water Treatment Plant project. As of January 8, 2026, the proposed electrical service, load center, disconnects, ATS and generator are completely wired. Additionally, a portion of the lighting and switches have been installed.

We recommend the approval of the payment of \$19,130.15. The balance amount to close the project, including retainage, is \$30,994.35.

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

G:\Shared Drives\Engineering\Warwick (V)\248101 - Well 3 WTP Construction Management\03 - Construction\Pay Apps\EC\Pay App #4\20260210 Letter To Board Pay App #4.Docx

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: Village of Warwick
77 Main Street, Warwick,

Well #3 Water Treatment APPLICATION NO.:
1648 NY-17A PERIOD TO:
Warwick, NY PROJECT NOS.: 218101

Distribution to:
Village of Warwick
P & D Engineers

FROM: Joseph Warren Electrical, LLC
14 W. Lake Road, Warwick, NY 10990

VIA ARCHITECT:

CONTRACT DATE: Sep-24

LENDER

P.O. NUMBER:

CONTRACT FOR: CONTRACTOR'S APPLICATION FOR PAYMENT

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

CONTRACTOR:

By: Joseph Warren

Date: 2/11/26

Brian Gargano

BRIAN GARGANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 23, 2023

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..... \$ 19,130.15

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

ARCHITECT: P & D Consulting Engineers

By: [Signature]

Date: 2/17/2026

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 the Contract.

1. ORIGINAL CONTRACT SUM.....	\$	<u>99,800.00</u>
2. Net Change By Change Orders.....		
3. CONTRACT SUM TO DATE.....	\$	<u>99,800.00</u>
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on Form G703)	\$	<u>72,427.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Columns D + E on G703)	\$	<u>3,621.35</u>
b. _____ % of Stored Material (Column F on G703)	\$	<u> </u>
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$	<u>3,621.35</u>
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$	<u>68,805.65</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	<u>49,675.50</u>
8. CURRENT PAYMENT DUE.....	\$	<u>19,130.15</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		<u>\$30,994.35</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 7,267.00	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ 7,267.00	\$ -
NET CHANGES by Change Order	\$ 7,267.00	\$ -

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of

3

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

APPLICATION NO.: 4.00

APPLICATION DATE: 1/8/2026

PERIOD TO: 1/8/2026

ARCHITECT'S PROJECT NO: 218,101.00

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)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (may vary)
			ON PREVIOUS APPLICATION	THIS PERIOD THIS PERIOD					
			(D + E)						
1	Mobilization/ Demobilization	5,500.00	2,750.00			2,750.00	50%	2,750.00	137.50
2	Demo existing electrical service & de	2,500.00	2,500.00			2,500.00	100%	-	125.00
3	Furnish & install a new electrical serv	24,200.00	24,200.00			24,200.00	100%	-	1,210.00
4	Furnish & Install interior & exterior lig	7,400.00	0.00	1,500.00		1,500.00	20%	5,900.00	75.00
5	Furnish & Install all switches & recept	4,600.00	0.00	2300.00		2,300.00	50%	2,300.00	115.00
6	Furnish & Install 1 400 Amp, 3 phase	5,900.00	2,950.00	2,950.00		5,900.00	100%	-	295.00
7	Furnish & Install proposed electrical c	7,300.00	7,300.00			7,300.00	100%	-	365.00
8	Furnish & Install all electrical connect	12,100.00	4,410.00	4,000.00		8,410.00	70%	3,690.00	420.50
9	Furnish & Install wire & conduit from	10,300.00	8,180.00	2,120.00		10,300.00	100%	-	515.00
10	Stated allowance for unforeseen	20,000.00	0.00	7,267.00		7,267.00	36%	12,733.00	363.35
11						0.00	0%		-
12						0.00	0%		-
13						0.00	0%		-
14						0.00	0%		-
15						0.00	0%		-
16						0.00	0%		-
17						0.00	0%		-
18						0.00	0%		-
19						0.00	0%		-
20						0.00	0%		-
21						0.00	0%		-
22						0.00	0%		-
23						0.00	0%		-
24						0.00	0%		-
25						0.00	0%		-
26						0.00	0%		-
TOTAL		99,800.00	52,290.00	20,137.00	0.00	72,427.00	73%	27,373.00	3,621.35

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Name of Claimant: Joseph Warren Electrical, LLC
Name of Customer: Village of Warwick
Job Location: Wellsite #3 RTE 17A
Warwick NY 10990
Owner: Village of Warwick
Date Through: January 8, 2026
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: 49,675.50

The current payment amount is: 19,130.15

Claimant's Signature: 
Claimant's Title: Owner
Date of Signature: January 8, 2026



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

February 5, 2026

Village of Warwick
77 Main Street
Warwick, NY 10990

ATTN: Mayor Newhard

**RE: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES
CLEARWELL PUMP REPLACEMENT
VILLAGE OF WARWICK, ORANGE COUNTY, NY**

Dear Mayor Newhard and The Board of Trustees:

Pursuant to your request, Engineering & Surveying Properties, P.C. (EP) is pleased to submit this proposal to provide engineering services for the bidding and construction oversight of the Clearwell Pump Replacement located at 20 Water Lane in the Village of Warwick herein referred to as the "project". It is our understanding that the pump equipment has already been purchased by the Village Water Department. The scope of services will be performed for the Village of Warwick, herein referred to as the "Client". A more detailed scope of services follows:

1.0 CONSTRUCTION

1.1 BID PHASE

EP will prepare or perform the following documents and/or services with the intent to select a Contractor for the installation of the project described above.

1.1.1 EP will prepare a "Bid Package" consisting of the following items necessary for solicitation of bids

1.1.1.1 Project Description and required public bid documentation

1.1.1.2 Project Specifications

1.1.2 EP will coordinate the solicitation from local contractors including the previous bidders and any additional contractors EP or the Village determines to be qualified to complete the project.

1.1.3 EP will attend one (1) "Pre-Bid Meeting" onsite with all prospective bidders.

1.1.4 EP will review and respond to all Request For Information (RFI's) prior to the bid deadline.

1.1.5 EP will prepare and issue Addenda to the Bid Package as necessary.

1.1.6 EP will review all received bids against the Project Manual and make a recommendation to the Client on the selection of a General Contractor.

1.2 CONSTRUCTION PHASE

1.2.1 EP will review and process contractor submittals required prior to installation

1.2.2 EP will provide the necessary construction inspection to ensure compliance with project specifications.

1.2.3 EP will review and respond to any contractor Requests for Clarification and/or Change Orders as necessary.

1.2.4 EP will review all contractor pay requests.

2.0 LIMITATIONS OF SERVICE

Engineering & Surveying Properties, P.C. will provide the above referenced scope of services subject to the following limitations:

- 2.1 Owner shall provide access to the premises.
- 2.2 All application and permit fees, if any, to be paid directly by the Client.
- 2.3 EP agrees to make one (1) revision to the bid package due to comments made by the Client prior to publishing for bids.
- 2.4 Any additional revisions beyond what is specified above are not included and if required, will be invoiced on a time and materials basis in accordance with the attached hourly rate schedule.
- 2.5 It is noted that the OCHD may require information about the proposed work, including project specifications, and informed upon project completion. EP will coordinate with all responsible parties to obtain this information.
- 2.6 All meetings and or conference calls (both in person or virtually) unless specifically included above, will be billed on a time and material basis in accordance with the attached hourly schedule.

3.0 FEES AND PAYMENTS

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

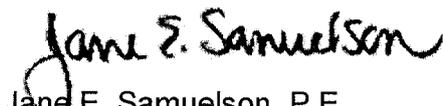
Item 1.1	Bid Phase	\$	7,500
Item 1.2	Construction Phase	\$	5,500

Please return the completed proposal acceptance form indicating that you authorize us to proceed and that you have read and agree with the attached copy of the Standard General Terms and Conditions of Agreement.

It is anticipated that EP will be able to commence the engineering design and bid package 1-3 weeks after approval of this proposal. Delay in authorization of this proposal may result in a change in timeframes to commence work.

Any outstanding balance greater than 60 days will be assessed finance charges and EP reserves the right to stop all work. If work has stopped for non-payment, EP will not resume work until payment of all outstanding debt of the Client has been made in full.

Sincerely,
Engineering & Surveying Properties, PC



Jane E. Samuelson, P.E.
Chief Engineer

AUTHORIZATION FORM

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

Signer's Name (Print)	Signature	Date
-----------------------	-----------	------

CLIENT CONTACT INFORMATION:

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

Change to Proposal Scope and/or Additional Work:

Name: _____

Address: _____

E-Mail: _____

Phone: _____

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

Name: _____

Address: _____

E-Mail: _____

Phone: _____

FOR EP USE ONLY

Client Name: _____

Project # & Name: _____

Proposal #: _____ Retainer amount required: \$ _____

EP Representative name (Print)	EP Representative signature	Date
--------------------------------	-----------------------------	------

Engineering & Surveying Properties, PC

2026 Municipal Hourly Fee Schedule*

Principal	\$ 230.00	/hr
Licensed Landscape Architect	\$ 210.00	/hr
Chief Engineer	\$ 200.00	/hr
Chief Surveyor	\$ 171.00	/hr
Professional Engineer	\$ 162.00	/hr
Senior Engineer	\$ 151.00	/hr
Assistant Chief Surveyor	\$ 137.00	/hr
Senior Project Engineer	\$ 127.00	/hr
Project Engineer	\$ 112.00	/hr
Project Landscape Architect	\$ 107.00	/hr
Surveyor	\$ 107.00	/hr
Senior Draftsperson	\$ 103.00	/hr
Staff Engineer	\$ 103.00	/hr
Senior Technician	\$ 93.00	/hr
Survey Draftsperson	\$ 88.00	/hr
Staff Planner	\$ 88.00	/hr
Engineering Technician	\$ 84.00	/hr
Field Technician	\$ 84.00	/hr
Survey Technician	\$ 84.00	/hr
Administrative	\$ 51.00	/hr
1-Man Survey Field Crew	\$ 157.00	/hr
2-Man Survey Field Crew	\$ 186.00	/hr
Principal	\$ 230.00	/hr
SWPPP Inspections	\$ 300.00	each
Reproduction		
24"x36"	\$ 2.33	/page
30"x42"	\$ 2.92	/page
34"x44"	\$ 3.45	/page
36"x48"	\$ 3.99	/page

* Rates are subject to change at any time.

GENERAL TERMS AND CONDITIONS OF AGREEMENT

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

1. GENERAL

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

2. INVOICING AND PAYMENT

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

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

3. WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

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

4. SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

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

Village of Warwick
Department of Public Works

Memo

To: Mayor Newhard and Village Board

From: Mike Moser DPW Supervisor

Date: 2/10/26

RE: Motion for 2/17/26 Meeting

Request a motion to purchase new Combination Sewer Jet/ Vac-Con Truck from Pierce Equipment Company for estimated \$480,147 out of the Equipment Reserve Fund.

Pierce Equipment is a member of the Sourcewell Purchasing Network that the Village uses for authorized purchases.

As a combination vehicle this truck can be used on Village Infrastructure for maintenance and control of sewer collection system as well as be used as hydro-excavation for infrastructure repairs or other excavations for added safety and protection.

Any questions please contact my office.

Thank you

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

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

SEWER JET / VAC TRUCK

BUDGETED PURCHASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	BUDGET CODE <i>EQUIPMENT RESERVE</i>	CURRENT LINE BALANCE \$
		Signature: _____ Date: _____

BUDGETED AMOUNT \$ <i>250,000</i>	IF NO EXPLAIN
---------------------------------------------	----------------------

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1		<i>PIERCE EQUIPMENT</i>	\$ <i>480,147</i>
2			\$
3			\$

VENDOR SELECTED
PIERCE EQUIPMENT

IF NOT LOWEST BID EXPLAIN WHY
SOURCEWELL CONTRACT

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

EXCEPTIONS TO COMPETITIVE BIDDING

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

****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: *Michael Moser / DW* Date: _____
 Signature: *M. Moser*

3388 Route 22 West

Date 02/12/2026
Type of Quote ThreeYD
Attn Mike Finelli

Quote

Retail Purchaser Village of Warwick Ship To PEEC

Comments

Price excludes any applicable sales taxes, tag, title or registration fees.

Option content is subject to engineering approval.

Model Number - V PD2130H/500 S AS

Main Information

Model	PD2130H/500
Boom	Extendable, 6" Intake System - Standard
Hose Reel	Front Mounted Swivel Hose Reel - standard with 3-Yard
Jet Rodder Hose	400' x 3/4" Jet Rodder Hose - Standard
Water System	Giant, 0-30 gpm/3000 psi water system, 3/4" hose
Hose Brand	Cobra Hose Brand

Other Items

Qty Description

- 1 Debris Body "Power Flush" System, 8 jets
- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Rear splash guard (2 - 10 O'clock) - tank mounted
- 1 Winter Recirculating connection for high pressure circuit.
- 1 Air Purge System
- 1 Pre-Tank Water Filter (Y-type)
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard. When (1) is selected, C/S is standard
- 1 LED 4 Strokes - (2) front bumper / (2) rear bumper - Whelen 500 Series TIR6 01-0663507129E - Amber
- 1 LED Arrow stick - Whelen TAM85 Traffic Advisor
- 1 Low Water Alarm with Light
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 3/4" Nozzle rack
- 1 Paint Module: Single-Stage Polyurethane Coca Cola Red (Sherwin Williams code: 911065)
- 1 Standard Striping Package - White 692-5204-01
- 1 Paper Vac-Con Manual - No longer standard
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT
- 1 Rear Camera Placement

- 1 Front Hose Reel Camera Placement - To View in Front of Hose Reel Area
- 1 Midbody LED Strobes - Frame Mounted - Whelen 500 Series TIR6 01-0663507129E - Amber
- 1 Cone Storage Rack Placement - Rear of Frame
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)
- 1 6 1/2' x 6" Catch Basin Nozzle with Serrated End
Hydroexcavation Package Includes: 50 foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2" schedule 80 lance with single forward spray nozzle, Storage tubes for lances, Heavy duty unloader valve, Main control ball valve, Variable flow valve
- 1 Winter Recirculating System for Rodder Hose
- 1 Hose Footage Counter, Standard

Truck Chassis Information

Pool Truck Chassis Model **Freightliner Lightweight M2 106 (Not for use in California) 4X2 300HP Auto 26K Non CDL** *Pool Trucks are subject to availability.*

Qty Description

- 1 FR M2 106 3yrs./200,000mi. ext. warranty: Includes- 3yrs. towing, Cummins-ISL300 3yr./150,000mi. (PP1 W/Aftertreatment), Allison 2100 5yrs./UNLmi. (Requires TrandSynd Synthetic Transmission Fluid or TES-295)

Machine Total \$485,597.00
 Delivery \$4,550.00
 ESTIMATED DISCOUNT(\$10,000.00)
 Total **\$480,147.00**



PAUL NIETO
 Sales Representative

pnieto@peirceeagle.com
 T: 908.203.0999 | M: 908.507.1955

Peirce Eagle Equipment Co.
 3388 Route 22 West
 Branchburg, NJ 08876



**GOLDMAN SACHS BANK USA
200 WEST STREET
NEW YORK, NY 10282**

IRREVOCABLE STANDBY LETTER OF CREDIT

October 23, 2025

Applicant:

Convergent Energy and Power LP on behalf of
Warwick Energy Storage 3 LLC
7 Times Square Tower, Suite 3504
New York, NY 10036
Attn: Chief Financial & Operating Officer

Beneficiary:

Village of Warwick
77 Main Street
PO Box 369
Warwick, NY 10990
Attn: Sadie Becker, Village Treasurer

Letter of Credit Number: 40001994

Expiration Date: October 23, 2026

Ladies and Gentlemen:

At the request and for the account of the above referenced Applicant, we hereby issue our Irrevocable Standby Letter of Credit (the "Letter of Credit") in your favor in the amount of USD283,500.00 (Two Hundred Eighty-Three Thousand, Five Hundred and 00/100 United States Dollars) available with us at our office below by payment against presentation of the following documents:

1. A draft drawn on us at sight marked "Drawn under Goldman Sachs Bank USA Standby Letter of Credit No. 40001994."
2. The original of this standby letter of credit plus any amendments thereto.

This letter of credit expires at our office on October 23, 2026. It is a condition of this Letter of Credit that it shall be deemed automatically extended without written amendment for one year periods from the present or any future expiry date unless at least ninety (90) calendar days prior to such expiration date, we send the beneficiary notice at the above stated address by overnight courier that we elect not to extend this letter of credit beyond the initial or any extended expiry date hereof.

We undertake to Beneficiary to pay Beneficiary's demand for payment in the currency and for an amount available under this Standby presented to us at the following place for presentation: Goldman Sachs Bank USA, c/o Goldman Sachs Loan Operations, Attn: Letter of Credit Department Manager, 2001 Ross Avenue, 37th Floor, Dallas TX 75201, on or before the expiration date above. Your Payment Demand may be presented on paper using this street address or by email to gs-loc-operations@ny.email.gs.com or by facsimile transmission to 917-977-4587 or such other street address, or email address, or fax number as we may notify you of in writing. If presentation is to be made by facsimile transmission, you shall provide telephone notification to us at 972-368-2790 prior to initiating such transmission.

This Letter of Credit is transferable, but only in its entirety, and may be successively transferred in favor of any designated transferee ("transferee"). Transfer of this Letter of Credit shall be effected by us upon your submission to us of this original Letter of Credit, accompanied by our transfer request form duly completed and signed, further accompanied by the signature guarantee of a bank attesting that the person signing the transfer form is duly empowered to act in the name and on behalf of the beneficiary. In case of any transfer under this Letter of Credit, the required Payment Demand must be executed by the transferee. If you wish to transfer the letter of credit, please contact us for the form which we

shall provide to you upon your request. In any event, this Letter of Credit may not be transferred to any person or entity listed in or otherwise subject to any sanction or embargo or to whom payment is blocked under any applicable law, rule, or regulation. No transfer shall be effected until the request has been approved in accordance with our "know-your-customer" procedures. Our charges to transfer this letter of credit shall be borne by the Applicant. Our obligation to transfer this letter of credit shall not be affected by our ability to collect payment of the transfer fee from the Applicant.

We are subject to various laws, regulations, and executive and judicial orders (including economic sanctions, embargoes, anti-boycott, anti-money laundering, anti-terrorism, and anti-drug trafficking laws and regulations) of the U.S. and other countries that are enforceable under applicable law. We will not be liable for our failure to make, or our delay in making, payment under this letter of credit or for any other action we take or do (including, without limitation, any refusal to transfer this letter of credit) that is required by such laws, regulations, or orders.

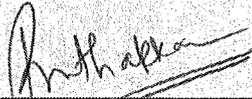
Multiple and partial drawing(s) are permitted under this Letter of Credit; provided, however, that the total amount of any payment(s) made under this Letter of Credit will not exceed the total amount available under this Letter of Credit.

This irrevocable standby letter of credit sets forth in full the terms of our undertaking. This undertaking is independent of and shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract, or agreement referenced herein other than the stipulated ICC rules and governing laws.

Except as otherwise expressly stated herein, this Standby Letter of Credit is subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 ("ISP98") and shall be governed by and construed in accordance with the law of the State of New York, including, without limitation, the Uniform Commercial Code as in effect from time to time in the State of New York.

All correspondence to be made to us in writing and delivered in person, by courier, by email, or by facsimile transmission to us at: Goldman Sachs Bank USA, c/o Goldman Sachs Loan Operations, Attn: Letter of Credit Department Manager, 2001 Ross Avenue, 37th Floor, Dallas TX 75201, email: gs-loc-operations@gs.com, facsimile: 917-977-4587. Beneficiary requests for amendment of this Standby, including amendment to reflect a change in Beneficiary's address, should be made to Applicant, who may then request Issuer to issue the desired amendment.

Goldman Sachs Bank USA



Pankaj Thakkar – Vice President
Authorized Signature



Goldman Sachs Bank USA
200 West Street
New York, NY 10282

February 11, 2026

Applicant:

Convergent Energy and Power LP on behalf of
Warwick Energy Storage 3 LLC
7 Times Square Tower, Suite 3504
New York, NY 10036
Attn: Chief Financial & Operating Officer

Beneficiary:

Village of Warwick
77 Main Street
PO Box 369
Warwick, NY 10990
Attn: Sadie Becker, Village Treasurer

Re: Amendment No. 1 to our Irrevocable Standby Letter of Credit Number 40001994

Our Irrevocable Standby Letter of Credit Number 40001994 (the "Letter of Credit") is hereby amended as follows:

1. The auto-extension provision in the letter of credit is amended to read as follows:

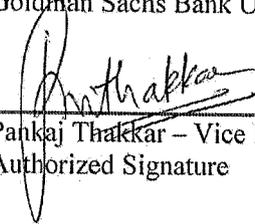
"This letter of credit expires at our office on October 23, 2026. It is a condition of this Letter of Credit that it shall be deemed automatically extended without written amendment for one year periods from the present or any future expiry date unless at least ninety (90) calendar days prior to such expiration date, we send the beneficiary notice at the above stated address by overnight courier that we elect not to extend this letter of credit beyond the initial or any extended expiry date hereof. If we send the above-reference notice ninety (90) days notice not to extend this letter of credit, then the beneficiary may draw upon the full proceeds available under this letter of credit, which are to be held by the beneficiary solely to secure the obligations for which this Letter of Credit was issued"

This amendment will become effective immediately upon our receipt of Beneficiary's countersignature purportedly signed by an authorized signor of the Beneficiary, sent to us by courier at Goldman Sachs Bank USA, c/o Goldman Sachs Loan Operations 2001 Ross Avenue, 37th floor, Dallas, TX 75201, Attention: Letter of Credit Department Manager or by email to gs-loc-operations@ny.email.gs.com.

This amendment is to be considered as part of the Letter of Credit and must be attached thereto. All other terms and conditions of the Letter of Credit remain unchanged. Capitalized terms used herein without definition shall have the meanings given thereto in the Letter of Credit.

Sincerely,

Goldman Sachs Bank USA



Pankaj Thakkar – Vice President
Authorized Signature

Amendment Accepted

Village of Warwick

By: _____

Name & Title:

Date:

Amendment Rejected

Village of Warwick

By: _____

Name & Title:

Date:

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: 1/30/26

Title of Event: Warwick Youth Football + Cheer

Purpose of Event: Flag Football + Contact football + cheer teams K-12

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 3/15 - 11/30 Rain Date Requested: _____

Arrival Time: Varies Departure Time: Varies

Event Start Time: Varies Event End Time: 10:00pm

SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: Brian Perez - Board Member

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

Mailing Address of Responsible Party: 19 Ridgefield Road Warwick, NY 10990

Email Address: brian.perez@westpointsi.com Cell Phone: 845-987-4898

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

Name of Organization (if Applicable): Warwick Youth Football + Cheer

Name of Organization's Director(s)/Officer(s): Brian Perez, Matt McCullough, Marisa Kellerhouse

Organization's Phone: 845-987-4898 Email Address: brian.perez@westpointsi.com

Mailing Address of Organization: 19 Ridgefield Road Warwick, NY 10990

Physical Address of Organization: Veterans Memorial Park

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 150-180

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

of Adults: 10-100 # of People Under 18: 0-100

Expected Number of Vehicles Intended at the Event: 25-75

Please explain the parking plan for the event: Communicate, direct people + signage

WILL YOUR EVENT INCLUDE:

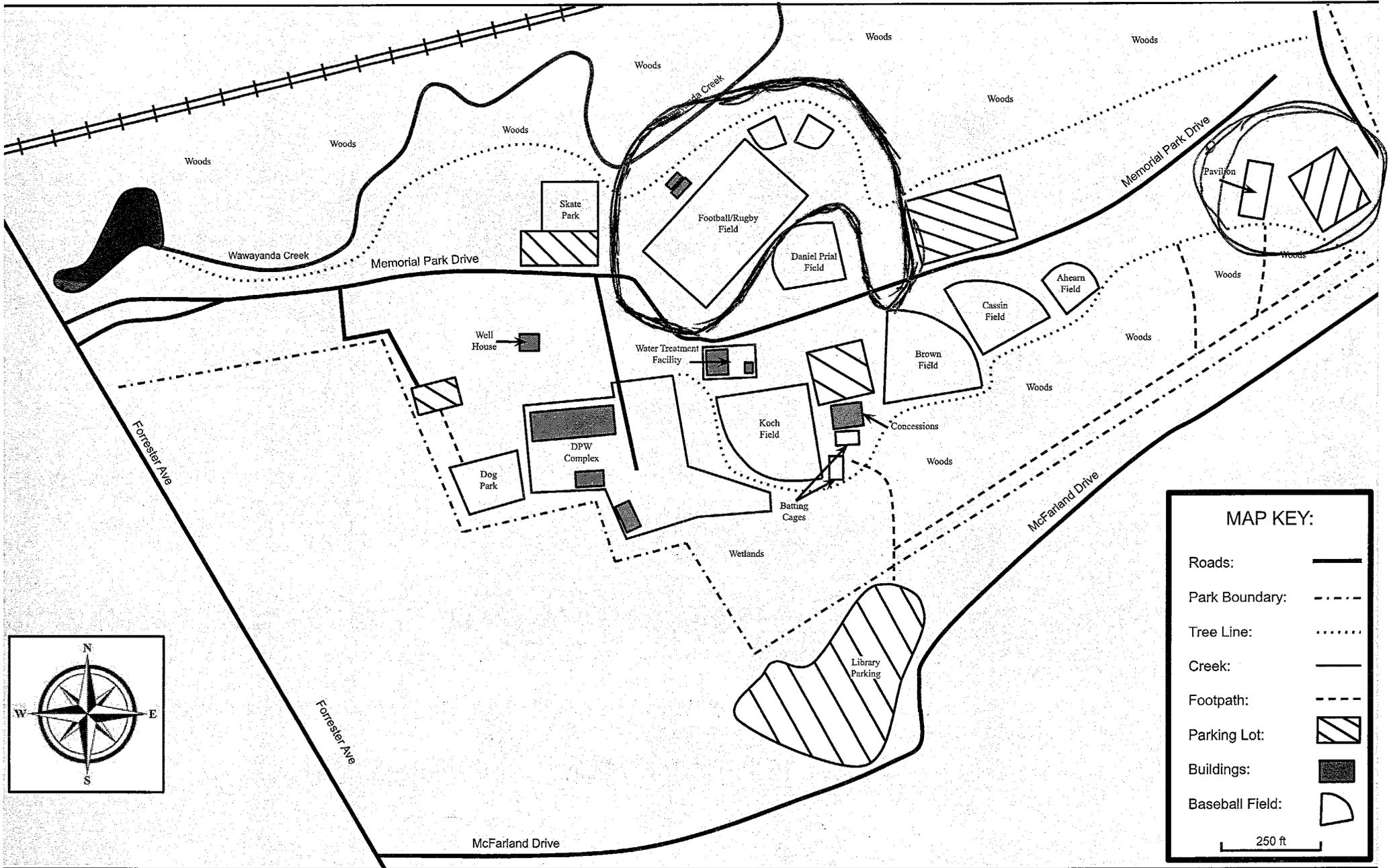
CHECK YES OR NO

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

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

SPECIAL REQUESTS:
CHECK YES OR NO

Road Closure <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 <input checked="" type="checkbox"/>
Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables</i> _____ <i>No. of Chairs</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity	Yes <input checked="" type="checkbox"/> No _____
Memorial Park Field Lights - The Daniel Prial Field/Football Field <i>Additional fee required for use of field lights.</i>	Yes <input checked="" type="checkbox"/> No _____



VETERANS MEMORIAL PARK

Village of Warwick 2024

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

SECTION 5: FEES/SECURITY DEPOSIT

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

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

Memorial Park 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: \$ 300 (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 WYF+C (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 WYF+C (Name Organization).

Brian Perez

Printed Name of Applicant/Responsible Party

B.T.P.

Signature of Applicant/Responsible Party

1/30/26

Date

Office Use Only:

Security Deposit Check # 3411

Fees Received # 3412

DPW Pre-Approval

Certificate of Insurance

Park Map(s)

Facility Use Calendar

Host Liquor Liability NA

Police Dept. Approval NA

Parade Calendar NA

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

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

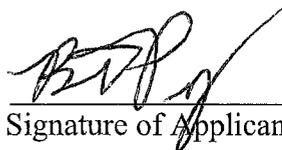
INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Brian Perez

Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

Date 2/3/26



WARWICK VALLEY CHAMBER OF COMMERCE INC.

25 SOUTH STREET • WARWICK, NY 10990

PHONE: 845-986-2720 • FAX: 845-986-6982

WEB ADDRESS: www.warwickcc.org • E-mail: info@warwickcc.org

February 4th, 2024

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

Dear Mayor Newhard and Board of Trustees;

The Warwick Valley Chamber of Commerce would like to formally request permission to hold the Warwick Valley Farmers' Market at the South Street Parking Lot for the 2026 season.

The season runs from April 26th (Opening Day) through 2026 excluding October 4th for Applefest. While the hours of the Market remain from 9:00 am to 2:00 pm, we request that we have full use of the lot from 6:00 am to 3:00 pm.

I have attached a copy of the COI and am waiting for a signed check from a Farmers Market representative

We thank you in advance for all your cooperation over the years with Farmers' Market and look forward to seeing you on Opening Day of the Farmers Market.

Thank you for your attention to this matter.

Very truly yours,

Stefanie Keegan, Executive Director
Warwick Valley Chamber of Commerce

RECEIVED

FEB 04 2026

VILLAGE OF WARWICK
CLERK'S OFFICE



VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Instructions **For Gatherings Greater Than 200 People**

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE
GREATER THAN 200 PEOPLE AT ANY GIVEN TIME

Facility Use Requests must be approved by the Village Board of Trustees. Village Board meetings typically take place on the 1st and 3rd Monday of each month. The Village of Warwick meeting dates can be found on our website: www.villageofwarwick.org

The following items must be received by the Village Clerk ***at least 90 days prior to the desired Board meeting*** for which they will go before the Village Board for consideration:

- A detailed map showing the location of the event including any structures to be erected for the purpose of the assembly.
- A plan drawn to scale showing the layout of any parking area for motor vehicles, including disability parking spots and the means of egress from and ingress to such parking area.
- A detailed cover letter addressed to the Village Board of Trustees describing the nature of the event, including:**
 - A statement specifying whether food or beverage is intended to be prepared, served or distributed. If food or beverages are intended to be prepared, sold or distributed, a statement specifying the method of preparation and distribution of such food or beverage such as food trucks or open grills and the method of disposing of garbage, trash, rubbish or any other refuse arising therefrom. If food or beverage is to be prepared, sold and distributed, a plan or drawing to scale must be attached to the application showing the buildings or other structures from which the food or beverages shall be prepared, sold or distributed.

****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.***

- A statement specifying that the Warwick Police Department, Warwick Fire Department, and Warwick EMS have been notified of the event, including any recommendations from the aforesaid Departments.
- A statement specifying whether any outdoor lights or signs are to be utilized, and, if so, a map showing the number, location, size, type of such lights and signs.

- A statement specifying whether any camping or housing facilities are to be available, and, if so, a plan drawn to scale showing the intended number and location of the same.
- A statement specifying the contemplated duration of assembly and use.
- If your event requires street closures and/or parking meters to be covered, you must detail the number of hours prior to the event you are requesting these accommodations and the number of parking meter bags you require. You will be responsible for obtaining the 'no parking' meter bags from the Village of Warwick and placing the bags on the meters and removing them at the approved times. You will also be responsible for returning the meter bags to the Village of Warwick within 48 hours of the completion of the event.
- If your event includes a parade, road race, etc. please include in the letter to the Village Board a clear layout of the route that you intend to take AND a letter or email from the Warwick Police Department approving the route.

Additional information:

- For-profit activities are prohibited as per Chapter 90 of the Village Code.
- **Events that include mechanical rides, bounce houses, such as carnivals,** must submit complete facility use requests & public assembly requests, including but not limited to contracts, agreements, and required certificates of insurance, to the Village Clerk **no less than 90 days prior to the event** to allow the Village's insurance carrier to review and approve the complete application, prior to Village Board approval.
- The facility use request form must be filled out in its entirety and **both the facility use request form and the last page of the facility use requirement document must be signed** by the person responsible for the event, who must also be a Town of Warwick resident.
- Required certificate of insurance (Acord 25) as outlined in the facility use requirements for gatherings of greater than 200 people. Please see the attached example. They can be emailed directly to the Village Clerk at: clerk@villageofwarwick.org
- Enclose with your complete packet, if applicable, the field light fee made out to the Village of Warwick. A separate \$500 security deposit check made out to the Village of Warwick must also be included as a separate payment. NOTE: If the grounds are restored to proper condition, the deposit will be returned within 30 days following the conclusion of the event.

Should you have any questions please contact the Village Clerk's Office at (845) 986-2031 or via email: clerk@villageofwarwick.org.

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

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

Date Request Submitted: 1/29/26

Title of Event: Warwick Valley Farmer's Market

Purpose of Event: Community Farmers Market

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

South Street Lot 1st Street Lot Chase Lot (non-permit only)

Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: _____ X

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 4/26/26 thru 11/22/26 Rain Date(s) Requested: _____

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

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

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

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

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

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

Residential Address of Responsible Party: 73 McEwen street, Warwick, NY 10990

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

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

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

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

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

Mailing Address of Organization: 75 Main Street Warwick NY 10990

Physical Address of Organization: 75 Main Street Warwick NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____

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

Expected Number of Vehicles Intended at the Event: _____

Please explain the parking plan for the event: _____

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

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

SPECIAL REQUESTS:

CHECK YES OR NO

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

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

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

TOTAL FEE: \$ _____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Valley Chamber Commerce (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Valley Chamber Commerce (Name Organization).

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

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

Stefanie Keegan Printed Name of Applicant/Responsible Party Stefanie Keegan Signature of Applicant/Responsible Party 2/4/26 Date

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

INDEMNITY & HOLD HARMLESS

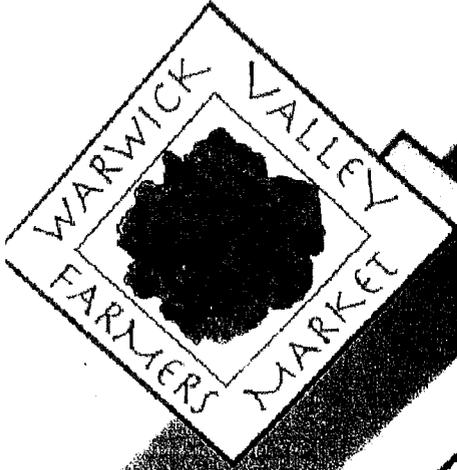
FACILITY USER does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and

attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services. I have read and understand the Facilities Use Requirements:

Stefanie Keegan
Printed Name of Applicant/Responsible Party

Stefanie Keegan
Signature of Applicant Responsible Party

2/4/26
Date



Emily S

Vendor Rotamix Acres

Vendor Delicious
Caramelized
Made Bakery
Lessa
Girl
Cheese

Vendor

Vendor
BAGS
Produce

Lynne Haven

Vendor
Woods Bros

Vendor
TAM
Hummus

Vendor
Vista

Vendor
Rotating
Vendor

Vendor
EAST
STORY

Vendor
Vista

Vendor
Bella's

Vendor
KAW

Vendor
Vista
Produce

Vendor
Produce



THE WARWICK VALLEY CHAMBER OF COMMERCE
75 MAIN STREET WARWICK, NY 10990
(845) 986-2720
INFO@WARWICKCC.ORG
WWW.WARWICKCC.ORG

February 9th, 2026

Mayor Newhard & Village Trustees
77 Main Street
Warwick, NY 10990

Dear Mayor Newhard and Trustees,

The Warwick Merchants Collective, a committee of the Warwick Valley Chamber of Commerce would like permission to hold the annual "SummerFest" on July 11th, 2026 from 10 a.m. to 5 p.m.- this would include the closing of Railroad avenue to vehicular traffic to allow vendors to set up.

We would like to close the following parking spaces on Main Street from 7 a.m. to 6 p.m. on Saturday July 11th.
Eddie's Roadhouse to Bank Street
G's Restaurant to Fetch Bar and Grill
Bertoni Gallery to Etched in Time
B Free to Café E Dolci
Akins Pharmacy to WVT

We are also aware that the Warwick Valley Gardeners will be hosting their countryside garden tour on the same day and we will work with them to make sure check in for their event goes smoothly as well.

Thank you for your consideration.

Stefanie Keegan Craver

Stefanie Keegan Craver
Executive Director
Warwick Valley Chamber of Commerce

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



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

VILLAGE OF WARWICK
INCORPORATED 1867

Facility Use 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: 2/9/26 _____

Title of Event: SummerFest

Purpose of Event: Shopping and promoting Warwick

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: Railroad ave, Main Street and South Street

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: July 11th, 2026 Rain Date Requested: n/a

Arrival Time: 8 a.m. Departure Time: 6 p.m.

Event Start Time: 10 a.m. Event End Time: 5 p.m.

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Stefanie Keegan

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

Mailing Address of Responsible Party: 73 McE

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

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

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

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

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

Mailing Address of Organization: 75 Main Street Warwick NY 10990

Physical Address of Organization: 75 Main Street Warwick NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: _____
* If greater than 200 people, at any given time DO NOT complete this form. See instructions.
of Adults: 75-100 # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 50

Please explain the parking plan for the event: Parking in public lots

WILL YOUR EVENT INCLUDE: CHECK YES OR NO

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

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

SPECIAL REQUESTS:

CHECK YES OR NO

Road Closure <i>List road(s):</i> Railroad Avenue (8-5 Saturday) <i>Closed between the hours of</i> _____ <i>and</i> _____ <i>Number of 'No Parking' meter bags requested, if applicable:</i> _____	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use of Village-owned tables and chairs <i>Veterans Memorial Park Pavilion Only. No. of Tables</i> _____ <i>No. of Chairs</i> _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Use of Electricity	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Memorial Park Field Lights - The Daniel Prial Field/Football Field <i>Additional fee required for use of field lights.</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

Stefanie Keegan

Printed Name of Applicant/Responsible Party

Stefanie Keegan Craver

Signature of Applicant/Responsible Party

2/9/26

Date

Office Use Only:

Security Deposit Check # _____

Certificate of Insurance _____

Host Liquor Liability _____

Fees Received _____

Park Map(s) _____

Police Dept. Approval _____

DPW Pre-Approval _____

Facility Use Calendar _____

Parade Calendar _____

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

info@Warwick

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

INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

Stefanie Keegan

Printed Name of Applicant/Responsible Party

Stefanie Keegan Craver
Signature of Applicant/Responsible Party

Date 2/9/29

WARWICK VALLEY GARDENERS

RECEIVED

FEB 06 2026

VILLAGE OF WARWICK
CLERK'S OFFICE

February 6, 2026

Mayor Michael Newhard
Warwick Village Hall
77 Main Street
Warwick, New York 10990

Mayor Newhard and Village Trustees:

Warwick Valley Gardeners would like to hold our 32nd Annual Countryside Garden Tour on Saturday, July 11, 2026 (rain date Sunday, July 12, 2026).

We are requesting permission to hold our ticket sales at Railroad Green during the two dates and hours listed on our application. We would also like to use the Railroad Green for our Pretour on Friday, July 10, 2026 (hours listed on att'd application).

I have spoken with Amy Fritzky owner of the Village Bungalow since the Sidewalk Sale is being held the same weekend . I'm requesting to use meter covers on meter numbers 108, 109, 110, and 111 (Oakland Ave northbound side), and ~~104, 105, 106, and 107~~ ^{43-46 northbound side of Main St.} on Railroad Ave at the corner of Oakland Ave. These will be used for folks purchasing tickets the day of the event. I would like to pick up the meter bags on Thursday, July 9 and will be placing them on the meters very late at night on Friday, July 10. They will be removed when our ticket sales end on Saturday , July 11. In case of a rain cancellation on July 11, the meter bags will be removed as quickly as possible that day and put back on very late at night on July 11 and removed again as soon as possible .

Our certificate of insurance has been renewed and has been forwarded to the Village.

Deposit check for 200.00 is enclosed.

As always, thank you again for your consideration and continued support of our organization and our events!!

If you have any questions or concerns please do not hesitate to contact me anytime . My phone number is 646-739-0721 and my email is kathysheaco@aol.com

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathy White', written in a cursive style.

Kathy White

Garden Tour Chair

CC: Raina Abramson

CC: Amy Fritzky Village Bungalow

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: 2/6/26

Title of Event: Warwick Valley Gardeners Annual Garden Tour

Purpose of Event: Need 4 meter spots on Railroad Ave & 4 on Oakland
for buying tickets -

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: Railroad Ave, & Oakland

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 7/11/26 Rain Date Requested: 7/12/26

Arrival Time: 8:00 am Departure Time: 3:00 pm

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

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: Patricia Renharot

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

Mailing Address of Responsible Party: P.O. Box 969 28 Woodside Dr.

Email Address: pr poetry @ optonline.net Cell Phone: 914-980-7528

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

Name of Organization (if Applicable): Warwick Valley Gardeners

Name of Organization's Director(s)/Officer(s): Patricia Fenhardt

Organization's Phone: _____ Email Address: WVgardeners@gmail.com

Mailing Address of Organization: P.O. Box 562 Warwick, NY 10990

Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 300 - 400 (From 9-3,00)

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

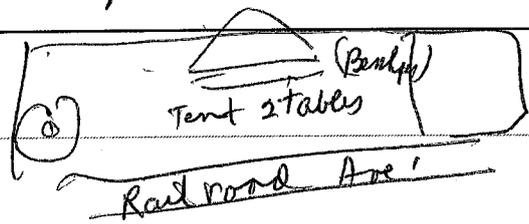
of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: Pull in for tickets and leave

Please explain the parking plan for the event: 5 min. to buy tickets

WILL YOUR EVENT INCLUDE: CHECK YES OR NO

Greater than 200 people at any given time <i>If yes, DO NOT complete this form. Please complete form: FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE</i>	Yes _____ No <u>X</u>
Music / Loudspeakers / Sound System <i>If yes, explain: _____</i> <i>Location of Music/Loud Speakers/ Sounds System: _____</i>	Yes _____ No <u>X</u>
Parade, walk, road race, etc. <i>Request must include in writing a clear layout of the intended route AND a letter from the Warwick Police Department approving the route and police resources.</i>	Yes _____ No <u>X</u>
Tent(s) <i>Include a map detailing the placement of the tent(s).</i> <i>Date & time tent will be set up: <u>7/11 @ 8:00 AM</u></i> <i>Date & time tent will be removed: <u>7/11 at 3:00 PM</u></i>	Yes <u>X</u> No _____



RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged <i>If yes, please list the admission fee:</i> <u>\$35 for a ticket (Four)</u>	Yes <input checked="" type="checkbox"/> No _____
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> <small>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</small>	Yes _____ No <input checked="" type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <input checked="" type="checkbox"/>
Other <u>covered meters to allow for stop and go ticket sales. / 2 Tables a small Tent</u> <i>Please explain:</i> _____	Yes _____ No _____

SPECIAL REQUESTS:
CHECK YES OR NO

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

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

SECTION 5: FEES/SECURITY DEPOSIT

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

\$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: \$ 200 (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Valley Gardeners (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Valley Gardeners (Name Organization).

Patricia Reinhardt

Printed Name of Applicant/Responsible Party

Patricia Reinhardt

Signature of Applicant/Responsible Party

2/6/26
Date

Office Use Only:

Security Deposit Check # 1363

Fees Received ____

DPW Pre-Approval ____

Certificate of Insurance ____

Park Map(s) ____

Facility Use Calendar ____

Host Liquor Liability ____

Police Dept. Approval ____

Parade Calendar ____

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

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

INDEMNITY & HOLD HARMLESS

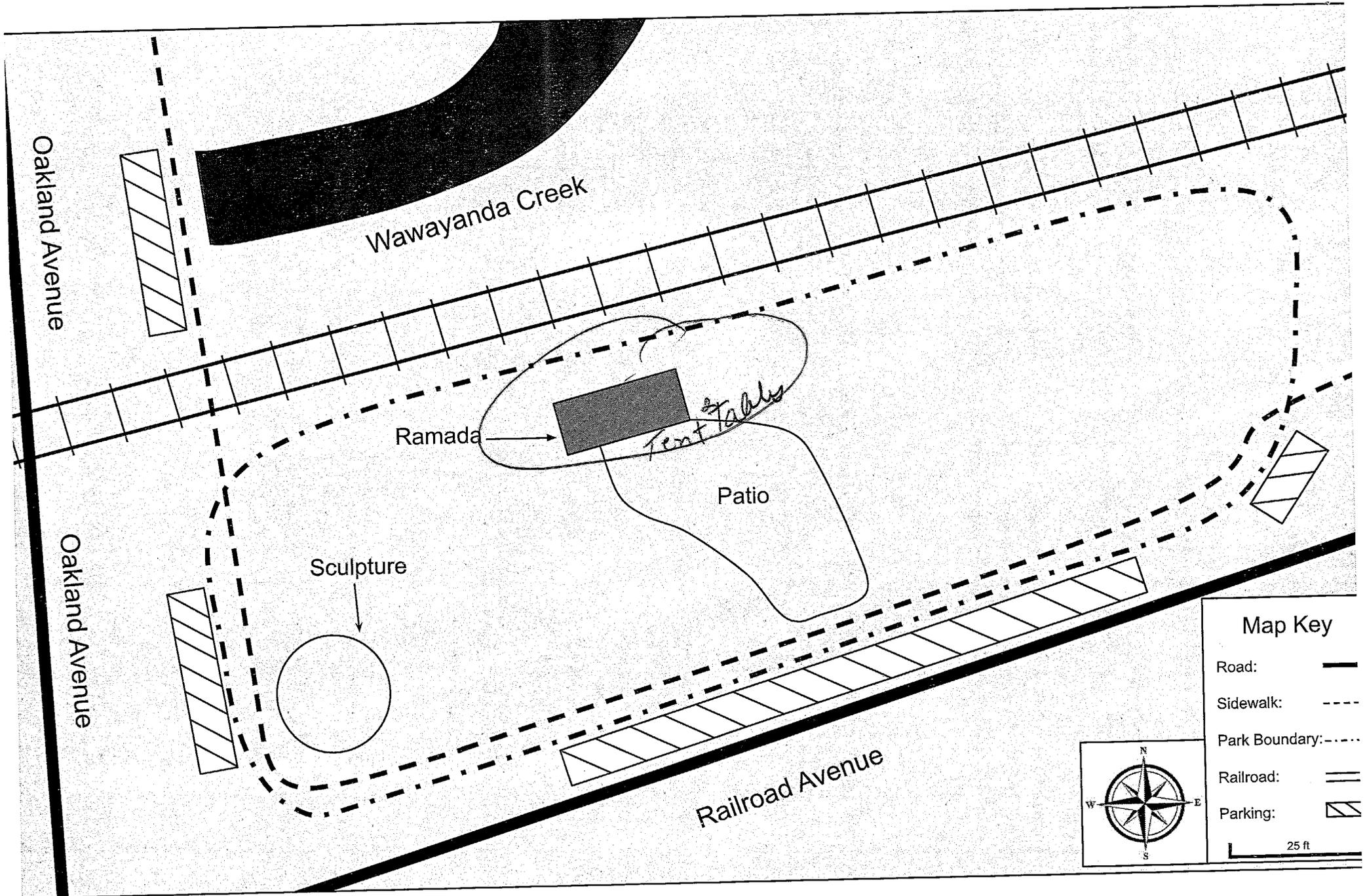
FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising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

I have read and understand the Facilities Use Requirements:

Patricia Reinhardt
Printed Name of Applicant/Responsible Party

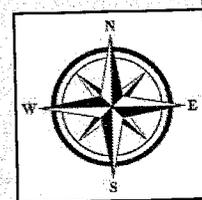
Patricia Reinhardt
Signature of Applicant/Responsible Party

Date 2/6/20



Map Key

- Road: ———
- Sidewalk: - - - -
- Park Boundary: - · - · -
- Railroad: = = = =
- Parking: ▨ ▨ ▨



25 ft

Railroad Green Park Village of Warwick 2024

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: 2/6/26
Title of Event: Warwick Valley Gardeners Meeting
Purpose of Event: Member Plant Swap

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

- Railroad Green Stanley-Deming Park Lewis Woodlands
 Veterans Memorial Park Veterans Memorial Park Pavilion
**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:
 South Street Lot 1st Street Lot Chase Lot (non-permit only)
 Spring Street Lot Wheeler & Spring St. Lot Upper CVS Lot Lower CVS Lot

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 5/19/26 Rain Date Requested: _____
Arrival Time: 6:00 pm Departure Time: 9:00 pm
Event Start Time: 6:30 pm Event End Time: 8:30 pm

SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: Patricia Reinhardt
**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 128 Woodside Drive P.O. Box 969

Email Address: prpoetry@optonline.net Cell Phone: 914-980-7528

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

Name of Organization (if Applicable): Warwick Valley Gardeners

Name of Organization's Director(s)/Officer(s): Patricia Reinhardt, President

Organization's Phone: _____ Email Address: WVgardeners@gmail.com

Mailing Address of Organization: P.O. Box 562 Warwick, New York 10990

Physical Address of Organization: _____

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 50

** 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: 40

Please explain the parking plan for the event: Parking lot behind Pavilion (McFarland Dr.)

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

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

SPECIAL REQUESTS:
CHECK YES OR NO

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

Use of Memorial Park Pavilion Lights	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other <i>Please explain: _____</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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: \$ 200. (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Valley Gardeners (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by Warwick Valley Gardeners (Name Organization).

Patricia Reinhardt
Printed Name of Applicant/Responsible Party

Patricia Reinhardt
Signature of Applicant/Responsible Party

2/6/26
Date

Office Use Only:

Security Deposit Check # 1362

Fees Received NA

DPW Pre-Approval NA

Certificate of Insurance

Park Map(s)

Facility Use Calendar

Host Liquor Liability NA

Police Dept. Approval NA

Parade Calendar NA

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

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

INDEMNITY & HOLD HARMLESS

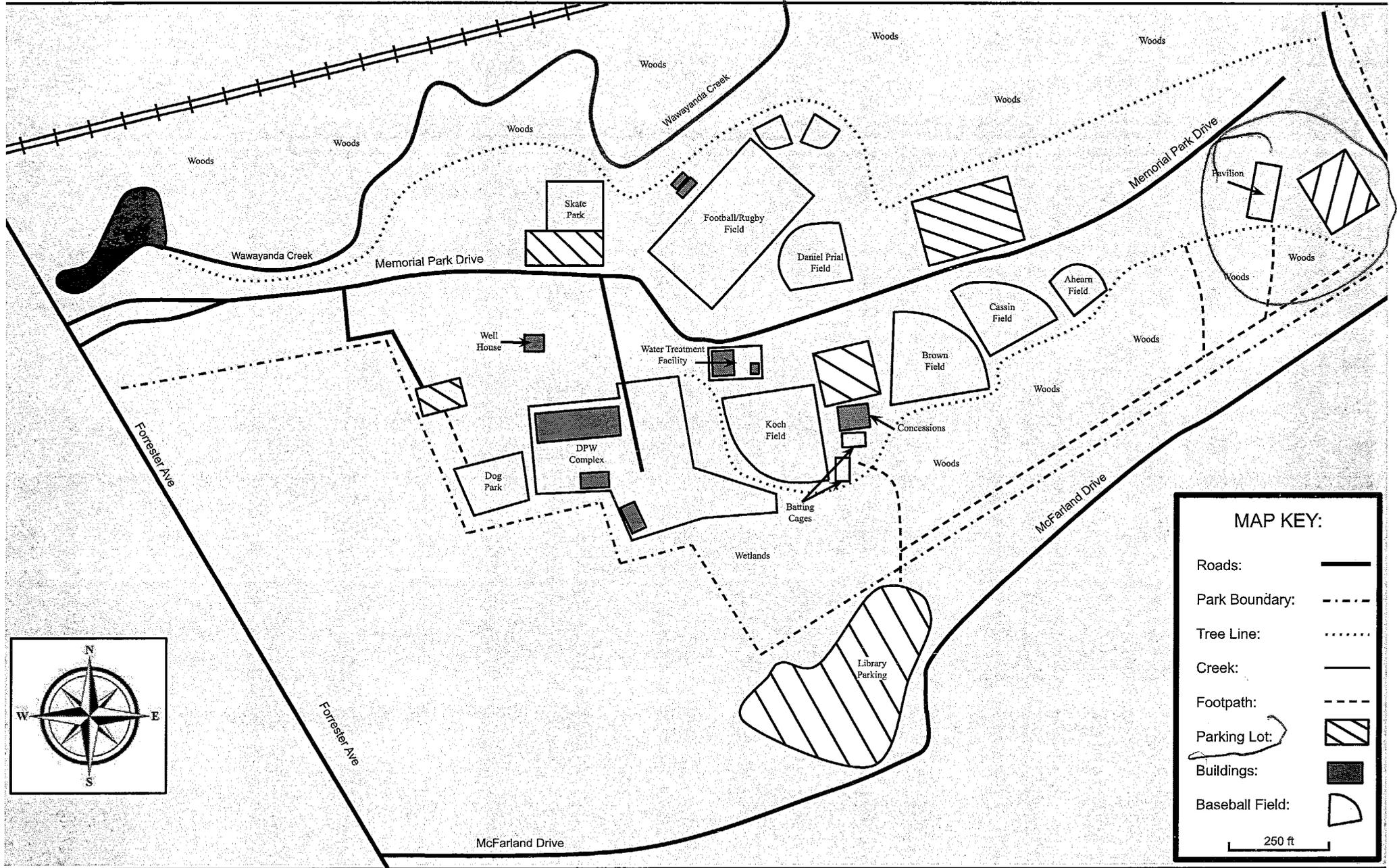
FACILITY USER does hereby covenant and agree to defend, indemnify, and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising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

I have read and understand the Facilities Use Requirements:

Patricia Reinhardt
Printed Name of Applicant/Responsible Party

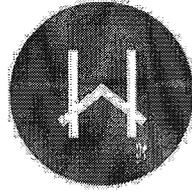
Patricia Reinhardt
Signature of Applicant/Responsible Party

Date 2/6/26



VETERANS MEMORIAL PARK

Village of Warwick 2024



WICKHAM
WORKS

COLLABORATE. SHARE. MAKE.

Wickham Works Inc.
3 Forester Avenue, #8
Warwick, NY 10990

February 9, 2026

Re: Permit Application for use of Stanley Deming Park/Spring Love Local Maker Market

To: Village of Warwick Board of Trustees

Dear Village Trustees,

Wickham Works is submitting a permit application for the use of Stanley Deming Park on Saturday, May 2, 2026 with a rain date of Sunday, May 3rd for the **Spring Love Local Maker Market**. The event runs from **10AM to 5PM**, with setup starting at 7AM and breakdown until 7PM.

We anticipate approximately 40 vendors to be located on the lawns adjacent to the Kosuga bandshell and pavilion. Vendors will provide their own 10 x 10 tents - weighted and staked - and will carry insurance naming the Village of Warwick and Wickham Works as "Additional Insured".

As the market is a fundraiser for Wickham Works, we have a suggested entrance fee of \$3. While we tape off the market area in order to collect the entrance fee, we will not impede access to the playground.

Vendors will not be preparing or serving food items.

Wickham Works will apply for permission to park at Park Avenue School. We request that if weather and lawn conditions permit, as determined by the DPW, we can set up a designated parking area on the lawn behind the basketball courts, with an entrance to the right of the basketball courts.

Wickham Works will notify Warwick Police Department, EMS, and Warwick Fire Department of the event.

Mike Moser, has given his approval of the event details. See attached letter.

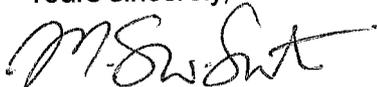
We do not intend to set up any additional outdoor lighting but would like to have access to power in the bandshell and pavilion. We will have a DJ set up in the pavilion, playing seasonal music throughout the event through speakers set around the market area and at a noise level compatible with conversation.

We would like to request that the Village accept our \$500 deposit for the spring love local maker market, and upon its completion, assuming there is no damage to the location, that the deposit be reapplied to our fall love local maker market permit application.

We would like to request the following from the Village DPW:

- 4 large garbage bins and 4 recycling bins.
- Up to 6 metal barricades and plastic fencing.

Yours sincerely,



Melissa Shaw-Smith

Director

Wickham Works

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

Date: February 11, 2026

To: Melissa Shaw-Smith, Director Wickham Works
Re: Spring Love Local Maker Market

Event details and traffic/parking plans for **Spring Love Local Maker Market** scheduled for Saturday, May 2, 2026, in Stanley Deming Park are acceptable and approved.

Mike Moser
DPW Supervisor
Village of Warwick
dpwsupervisor@villageofwarwick.org

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



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

VILLAGE OF WARWICK INCORPORATED 1867

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

Date Request Submitted: _____

Title of Event: SPRING LOVE LOCAL MAKER MARKET

Purpose of Event: Fundraiser for Wickham Works

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion
**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: PARKWAY PLAYGROUND PARKING ONLY

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: SAT. MAY 2, 2026 Rain Date(s) Requested: SUN. MAY 3, 2026

Arrival Time: 7AM Departure Time: 7PM

Event Start Time: 10AM Event End Time: 5PM

SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: MELISSA SHAW-SMITH
**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 69 WALLING RD., WARWICK NY 10990

Residential Address of Responsible Party: _____

Email Address: mshawsmith@wickhamworks.org Cell Phone: 917-922-0943

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

Name of Organization (if Applicable): WICKHAM WORKS INC.

Organization's Phone: 329-222-4930 Email Address: contact@wickhamworks.org

Name of Organization's Director(s)/Officer(s): Kenneth Eicher

Mailing Address of Organization: 3 FORESTER AVE, #8, WARWICK NY 10990

Physical Address of Organization: WARWICK VALLEY COMMUNITY CENTER, 11 HAMILTON AVE,
WARWICK, NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 800

of Adults: 500 # of Under 18 Yrs. Old: 300

Expected Number of Vehicles Intended at the Event: 300

Please explain the parking plan for the event: Permit to Park at Park Ave. Elementary.
Request to park on S-D. lawn beyond basketball courts, conditions permitting.

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

RVs, Campers, Food Trucks, etc. <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged \$3 suggested donation. <i>If yes, please list the admission fee:</i> _____	Yes <input checked="" type="checkbox"/> No _____
Alcohol <i>Host Liquor Liability Insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold <i>If yes, explain the method of food distribution and disposal of trash:</i> _____ _____ <small>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</small>	Yes _____ No <input checked="" type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. <i>If yes, explain:</i> _____ <i>Additional contract(s) and/or insurance is required.</i>	Yes _____ No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) <i>If yes, explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets <i>Placement of portable toilets must be detailed on the map that is required with the application.</i>	Yes _____ No <input checked="" type="checkbox"/>
Other <i>Please explain:</i> _____	Yes _____ No <input checked="" type="checkbox"/>

SPECIAL REQUESTS:
CHECK YES OR NO

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

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other <i>Please explain: _____</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECTION 5: FEES/SECURITY DEPOSIT

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

Memorial Park Field Lights -

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

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

TOTAL FEE: \$ 500.00 (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 Wickham Works (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 Wickham Works (Name Organization).

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

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

MELISSA SHAW-SMITH
Printed Name of Applicant/Responsible Party

M. Shaw-Smith 2-9-26
Signature of Applicant/Responsible Party Date

Office Use Only:

Security Deposit Check # 1042 Certificate of Insurance Host Liquor Liability NA
 Fees Received NA Park Map(s) Police Dept. _____
 Facility Use Calendar Parade Calendar DPW Pre-Approval
 *Certificates of Insurance Reviewed by Village Insurance Carrier _____

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

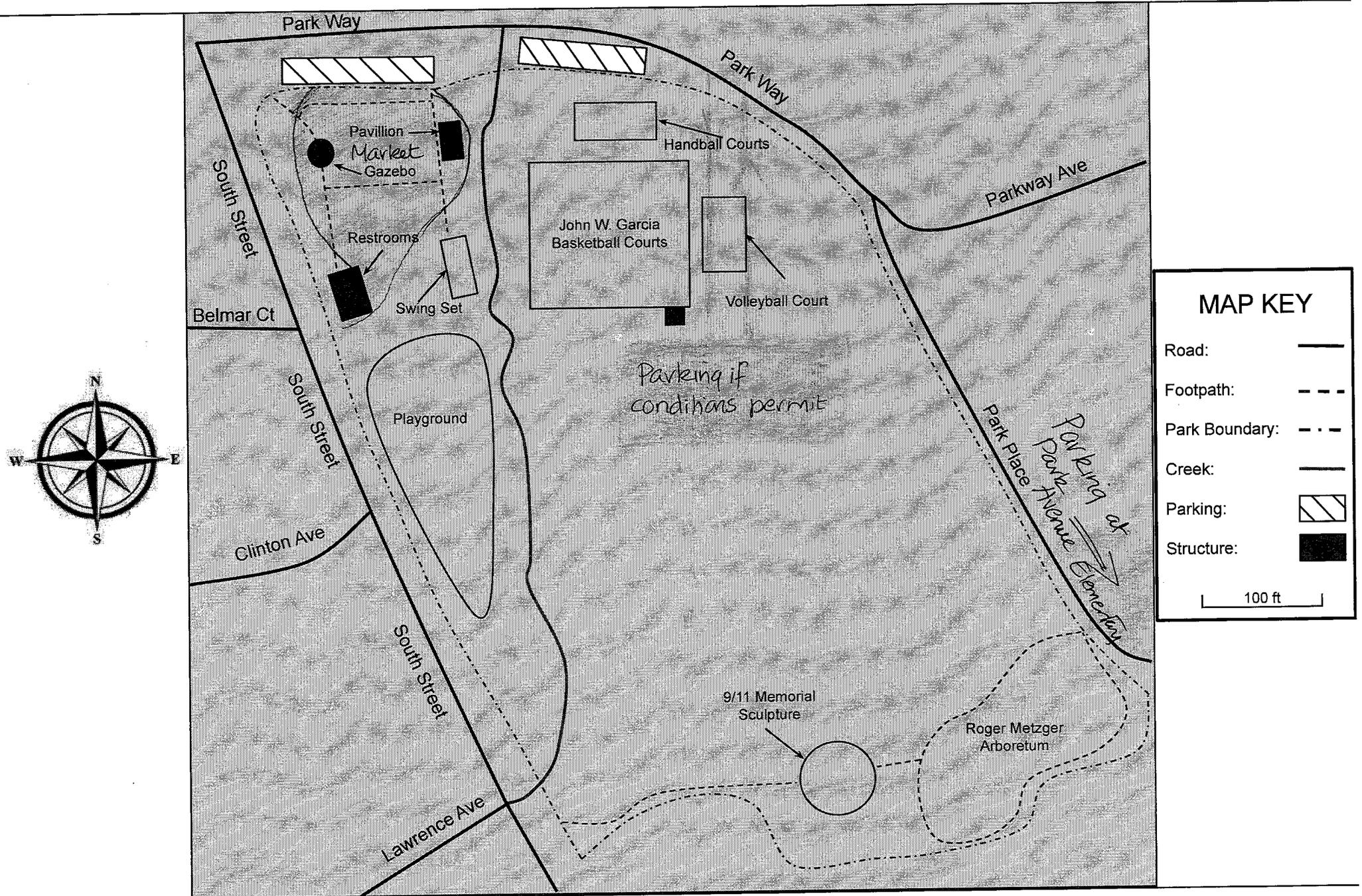
attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services. I have read and understand the Facilities Use Requirements:

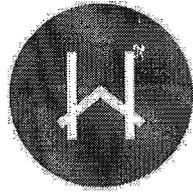
MELISSA SHAW-SMITH
Printed Name of Applicant/Responsible Party

M. Shaw-Smith
Signature of Applicant/Responsible Party

2-9-26
Date

Wickham Works Spring Love Local Maker Market 2026





WICKHAM
WORKS

COLLABORATE. SHARE. MAKE.

Wickham Works Inc.
3 Forester Avenue, #8
Warwick, NY 10990

February 9, 2026

Re: Permit Application for use of Stanley Deming Park/Fall L.L. Maker Market

To: Village of Warwick Board of Trustees

Dear Village Trustees,

Wickham Works is submitting a permit application for the use of Stanley Deming Park on Saturday, September 26 and Sunday Sept. 27, 2026 for the **Fall Love Local Maker Market**. No rain date. The event runs from **10AM to 5PM**, with setup starting at 7AM and breakdown until 7PM on each day. There is no rain date.

We anticipate approximately 40 vendors to be located on the lawns adjacent to the Kosuga bandshell and pavilion. Vendors will provide their own 10 x 10 tents - weighted and staked - and will carry insurance naming the Village of Warwick and Wickham Works as "Additional Insured".

As the market is a fundraiser for Wickham Works, we have a suggested entrance fee of \$3. While we tape off the market area in order to collect the entrance fee, we will not impede access to the playground.

Vendors will not be preparing or serving food items.

Wickham Works will apply for permission to park at Park Avenue School. We request that if weather and lawn conditions permit, as determined by the DPW, we can set up a designated parking area on the lawn behind the basketball courts, with an entrance to the right of the basketball courts.

Wickham Works will notify Warwick Police Department, EMS, and Warwick Fire Department of the event.

Mike Moser, has given his approval of the event details. See attached letter.

We do not intend to set up any additional outdoor lighting but would like to have access to power in the bandshell and pavilion. We will have a DJ set up in the pavilion, playing seasonal music throughout the event through speakers set around the market area and at a noise level compatible with conversation.

We would like to request that the Village reapply our \$500 deposit for the spring love local maker market, upon its completion and assuming there is no damage to the location, to our fall love local maker market permit application.

We would like to request the following from the Village DPW:

- 4 large garbage bins and 4 recycling bins.
- Up to 6 metal barricades and plastic fencing.

Yours sincerely,



Melissa Shaw-Smith
Director
Wickham Works

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

Date: February 11, 2026

To: Melissa Shaw-Smith, Director Wickham Works
Re: Fall Love Local Maker Market

Event details and traffic/parking plans for **Fall Love Local Maker Market** scheduled for Saturday, September 26, 2026, in Stanley Deming Park are acceptable and approved.

Mike Moser
DPW Supervisor
Village of Warwick
dpwsupervisor@villageofwarwick.org

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



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

VILLAGE OF WARWICK
INCORPORATED 1867

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

Date Request Submitted: _____

Title of Event: FALL LOVE LOCAL MAKER MARKET

Purpose of Event: FUNDRAISER FOR WICKHAM WORKS

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

Railroad Green Stanley-Deming Park Lewis Woodlands

Veterans Memorial Park Veterans Memorial Park Pavilion

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

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: SAT. SEPT. 26 + SUN 27 Rain Date(s) Requested: NONE

Arrival Time: 7 AM Departure Time: 7 PM BOTH DAYS

Event Start Time: 10 AM Event End Time: 5 PM

SECTION 3: APPLICANT INFORMATION

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

**For-profit activities are prohibited.*

Applicant's Name/Responsible Party: MELISSA SHAW-SMITH

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

Mailing Address of Responsible Party: 69 WALLING RD, WARWICK, NY 10990

Residential Address of Responsible Party: AS ABOVE

Email Address: mshawsmith@wickhamworks.org Cell Phone: 917-922-0943

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

Name of Organization (if Applicable): WICKHAM WORKS

Organization's Phone: 329-222-4930 Email Address: contact@wickhamworks.org

Name of Organization's Director(s)/Officer(s): Kenneth Eicher

Mailing Address of Organization: 3 Forester Ave #8, Warwick NY 10990

Physical Address of Organization: Warwick Valley Community Center, 11 Hamilton Ave. Warwick NY 10990

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 800 per day
of Adults: 700 # of Under 18 Yrs. Old: 100

Expected Number of Vehicles Intended at the Event: 400

Please explain the parking plan for the event: Permit to park at Park Avenue Elementary. Additional parking on grass behind basketball courts at Stanley-Deming if conditions permit.

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

RVs, Campers, Food Trucks, etc. If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged If yes, please list the admission fee: <u>\$3 suggested donation</u>	Yes <input checked="" type="checkbox"/> No _____
Alcohol Host Liquor Liability Insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold If yes, explain the method of food distribution and disposal of trash: _____ _____ <small>*A permit is required from the Orange County Department of Health when offering or selling any food to the public. It is the applicant's responsibility to contact the Orange County Department of Health to obtain necessary permits. Contact the Orange County Department of Health for further information. *Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</small>	Yes _____ No <input checked="" type="checkbox"/>
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: _____ Additional contract(s) and/or insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	Yes _____ No <input checked="" type="checkbox"/>
Other Please explain: _____	Yes _____ No _____

SPECIAL REQUESTS:
CHECK YES OR NO

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

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

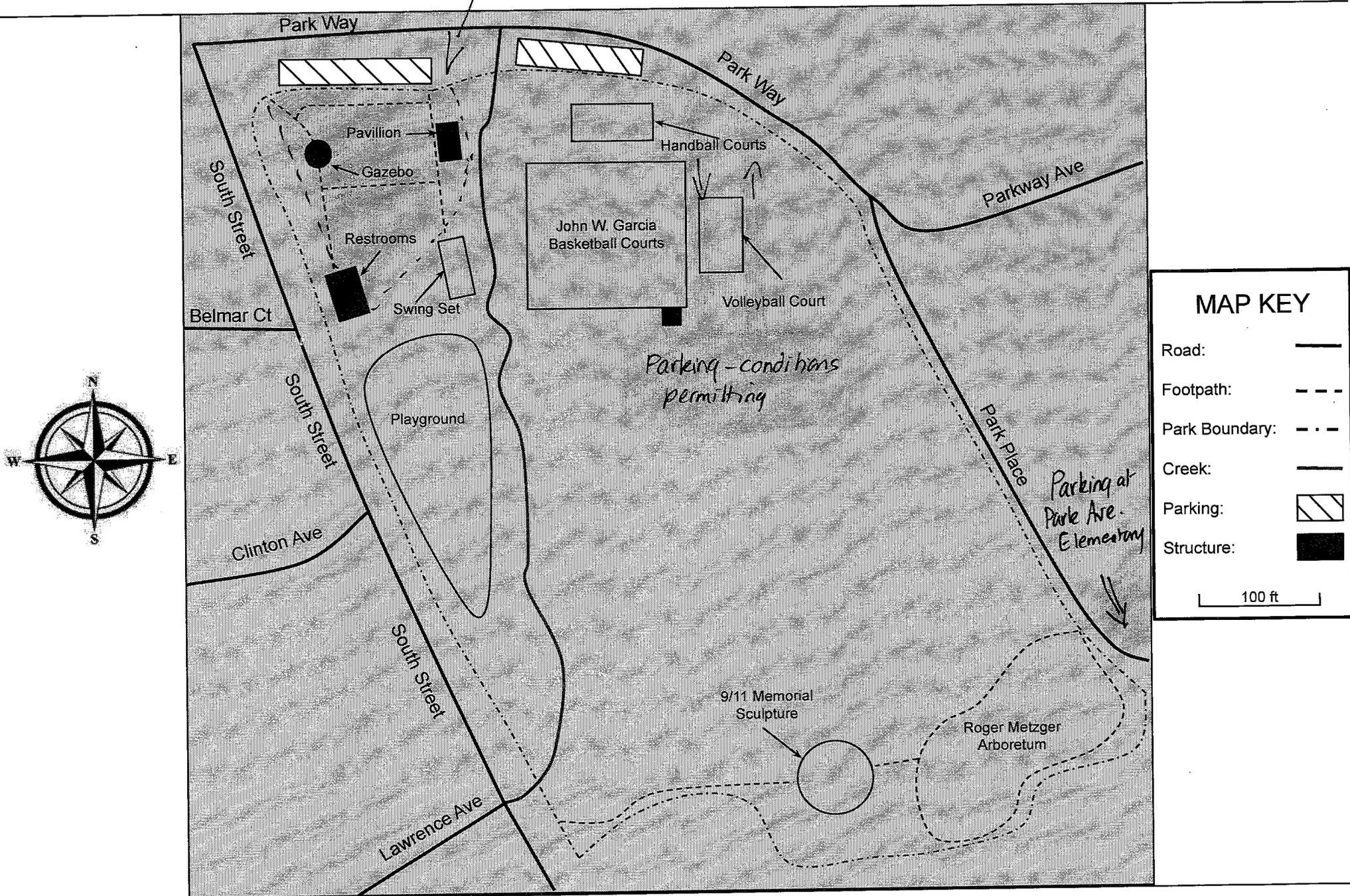
attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services. I have read and understand the Facilities Use Requirements:

MELISSA SHAW-SMITH
Printed Name of Applicant/Responsible Party

M Shaw-Smith
Signature of Applicant/Responsible Party

2-10-26
Date

Event location Fall Love Local Maker Market



MAP KEY

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

100 ft

**INTERMUNICIPAL AGREEMENT FOR REVENUE SHARING BETWEEN THE
TOWN OF WARWICK AND THE VILLAGE OF WARWICK REGARDING ADULT-
USE CANNABIS SALES TAX REVENUE**

This IMA is made and entered into on this 22nd day of December 2025, by and between the Town of Warwick, a municipality in the State of New York, with an address of 132 Kings Highway, Warwick, New York 10990 (hereinafter referred to as the "Town"), and the Village of Warwick, with an address at 77 Main Street, Warwick, New York 10990, a municipality in the State of New York (hereinafter referred to as the "Village").

RECITALS

WHEREAS, the Town and the Village recognize the importance of establishing a fair and equitable revenue-sharing agreement concerning sales tax revenue generated from adult-use recreational cannabis establishments located within the Town of Warwick, and;

WHEREAS, the Town and the Village acknowledge that the presence of cannabis establishments imposes certain burdens on the Town and Village, including but not limited to increased public safety concerns, infrastructure demands, and community health considerations, and;

WHEREAS, the Villages have opted out of adult use cannabis retail sales establishments, and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Revenue Sharing Agreement

- a. From the sales tax revenue generated from adult-use cannabis locations within the boundaries of the Town, the Village shall be paid:

- i. 18% (eighteen percent) of the sales tax revenue received by the Town

2. Effective Date

- a. This IMA shall become effective immediately upon the signing by the Town Supervisor and the Village Mayor.

3. Term

- a. This IMA shall continue in perpetuity unless terminated by mutual agreement of all parties in writing or as described in point 5.

4. Governing Law

- a. This IMA shall be governed by and construed in accordance with the laws of the State of New York.

5. In the event the Village legalizes the retail sale of Cannabis within the Village, this agreement will automatically be terminated upon adoption of the Village's amended policy of allowing retail sales of adult-use Cannabis

6. Amendments

a. This IMA may only be amended or modified by a written agreement signed by all parties.

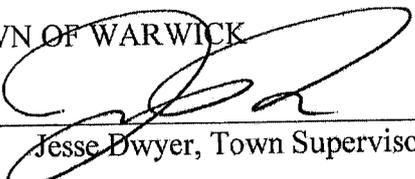
7. Entire Agreement

a. This IMA constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this IMA as of the date first above written.

TOWN OF WARWICK

By: _____


Jesse Dwyer, Town Supervisor

Dated: _____

12/22/25

VILLAGE OF WARWICK

By: _____

Michael Newhard, Mayor

Dated: _____

VILLAGE OF WARWICK SUMMER CONCERT SERIES

PROPOSED DATES (12-14 of the following dates):

Saturday, May 23

Saturday, May 30

Saturday, June 13

Saturday, June 20

Friday, July 3

Saturday, July 18

Saturday, July 25

Saturday, August 1

Saturday, August 8

Saturday, August 15

Saturday, August 22

Saturday, August 29

Saturday, September 5

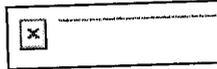
Sunday, September 6

Saturday, September 12

Saturday, September 19

Raina Abramson

From: International Institute of Municipal Clerks <karen-iimc.com@shared1.ccsend.com>
Sent: Thursday, February 5, 2026 1:21 PM
To: Raina Abramson
Subject: Region 1 Annual Meeting: March 18-20, 2026



You are cordially invited to attend the **Region 1 Annual Meeting on March 18-20, 2026**, at the **Avon Old Farms Hotel in Avon, Connecticut**.

This year's theme, ***Clerks at the Crossroads: Modern Governance, Transparency & Trust***, reflects the evolving responsibilities of Town Clerks and the critical role we play in strengthening public confidence, ensuring legal compliance, and leading our communities through change.

Program Highlights

Wednesday March 18 \$125.00

- An **Athenian Dialogue**: "*Things You Save in a Fire*" — an engaging and reflective discussion designed to foster connection, perspective, and shared values among colleagues

Thursday March 19 \$250.00

- A **full day of professional development**, including classes on:
 - The Evolving Role of the Clerk
 - Public Records Transparency & Legal Compliance
 - Digital Government and Office Modernization
 - Elections Support, Security & Public Confidence
 - Leadership, Ethics & Building Community Trust

Combined 2 day is \$350.00

This annual meeting offers a valuable opportunity to learn, exchange ideas, and collaborate with fellow clerks from across the region while gaining practical insights you can bring back to your office.

Additional details regarding registration, lodging, and the full agenda will be shared soon. We hope you will join us for two days of meaningful dialogue, professional growth, and collegial connection.

Please save the date—we look forward to welcoming you to Avon in March.

Warm regards,
Kerri A. Parker, MMC
Claudia A. Weber, CMC

IIMC REG 1 REGISTRATION
2026 Annual Meeting and Training Conference
Wednesday, March 18, 2026 - Friday, March 20, 2026
Avon Old Farms Hotel
279 Avon Mountain Road | Avon, CT 06001



Option 1: Full Package with Athenian Dialogue \$350
 Includes Wednesday Boxed Lunch, Thursday Breakfast, Lunch and Dinner, all snack breaks, Annual Meeting and all educational sessions.

Option 2: Athenian Dialogue ONLY \$125
 Includes Wednesday Boxed Lunch.

Option 3: Full Package WITHOUT Athenian Dialogue \$250
 Includes Thursday Breakfast, Lunch and Dinner, all snack breaks, Annual Meeting and all education sessions.

Click here to Choose:

First Name *	Last Name *	Work Email	Phone
First Name	Last Name	Email	(###) ###-####

Title *

Name for Badge

Address 2	Municipality	State	Call Phone #
	City	State	Zip Code

Click here to Choose:

Please make checks payable to:
"IIMC Region One"
 Mail them to: C/O Town Clerk's Office | 41 Main St. | Meredith, NH 03253
 before March 6, 2026
 No Refunds after March 6, 2026

Please make checks payable to:
"IIMC Region One"

Mail them to: C/O Town Clerk's Office | 41 Main St. | Meredith, NH 03253
before March 6, 2026
No Refunds after March 6, 2026

Hotel Information:

Avon Old Farms Hotel

279 Avon Mountain Road | Avon, CT 06001

Call (860) 677-1651 or use [This Link](#)

~~Special room rate of only \$140 per night!~~

Submit Form

SELECT & GO TO THE NEXT STEP

Please join us for the IIMC Region 1 Annual Meeting

Check-in	Tue, 17 Mar 2026	Payment Method	Attendee
Check-out	Fri, 20 Mar 2026	Coordinator	IIMC Region 1
Cutoff	Tue, 3 Mar 2026		Annual Meeting
			IIMC Region 1
			Annual Meeting
		Phone	
		Fax	
		Email	

Policies

24 Hour Cancellation

~~The Avon Old Farms Hotel assesses a \$19 per night per room taxable facilities fee separate from our nightly room rate.~~

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

January 15, 2025

Dear Mayor Newhard and Members of the Village Board,

I am writing to respectfully request approval to attend the **New York Planning Federation (NYPF) 2026 Annual Conference**, to be held **April 19–21, 2026**, at the Otesaga Resort Hotel in Cooperstown, New York.

This annual conference is one of the most comprehensive planning and zoning training opportunities offered in New York State. The conference features **18 training sessions over three days**, presented by subject-matter experts, attorneys, and representatives from the New York State Department of State and DEC, focusing on the most current and challenging issues facing local governments.

The sessions directly align with my responsibilities to the Village, including planning and zoning law updates, SEQR and environmental review, ethics in land-use decision-making, zoning revisions and best practices, effective Planning and Zoning Board operations, public engagement and conflict resolution, and renewable energy permitting and environmental justice considerations.

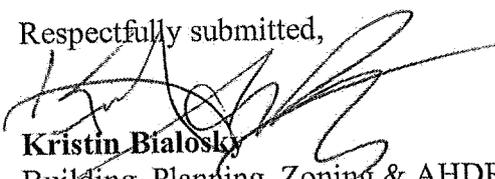
Attendance at this conference would provide current guidance on evolving state regulations, recent case law, and best practices that can be applied directly to Village operations. The training will support consistent and defensible decision-making, improved coordination with Boards, and enhanced service to residents and applicants.

In addition, participation in NYPF conferences offers valuable professional networking opportunities with planning officials from municipalities across New York State, providing practical insight into how other communities address challenges similar to those faced by the Village of Warwick.

The expense for the conference represents a cost-effective professional development investment, is consistent with the Village's training objectives, and is anticipated to provide long-term operational, regulatory, and service-related benefits.

Thank you for your consideration of this request. I would be happy to provide any additional information or answer any questions regarding the conference or its relevance to my position.

Respectfully submitted,



Kristin Bialosky

Building, Planning, Zoning & AHDRB Administrator



English (US)

[Accommodations](#) [Dining](#) [Golf](#) [Spa](#) [Cooperstown](#)

1	2	3	4
ADULTS & CHILDREN	DATES OF STAY	ACCOMMODATIONS	TOTAL CHARGES
2/0	Apr 19-21	NY Planning Federation 2026	~\$ 250.80

[Add More Rooms](#)

CURRENCY (USD)

Your Reservation

NY Planning Federation 2026

~ Deluxe with 2 Queens - 1 room

2 nights 2 adults

Subtotal \$ 220.00

Code:4826096

Tax \$ 30.80

Total \$ 250.80

[View Tax Breakdown](#)

Room

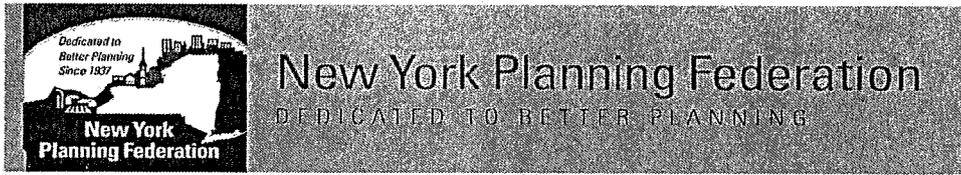
Special Requests:

[+ Another Request](#)

[Privacy](#)

COMPLETE RESERVATION

\$250.00
conference



NYPF 2026 Annual Conference REGISTRATION FORM

Please complete one registration form per person.

You are invited to attend the New York Planning Federation's Annual Conference on Sunday, April 19, 2026-April 21, 2026 at the Otesaga Hotel in Cooperstown, NY.

Please Check Your Preference Below:

NYPF Member	NYPF Non-Member
<input checked="" type="checkbox"/> Full Conference (\$250)	<input type="checkbox"/> Full Conference (\$300)
<input type="checkbox"/> Monday Only (\$230)	<input type="checkbox"/> Monday Only (\$275)
<input type="checkbox"/> Lunch Only (\$100)	<input type="checkbox"/> Lunch Only (\$100)

Name of Person Attending: (please write name as it should appear on the name tag)

Municipality/Organization:

Email Address and Telephone Number:

Mailing Address:

Lunch Preference (Check One):

- Chicken
 Vegetarian

Special Requirements/Accommodations:

Please send the completed form to: New York Planning Federation, 150 State Street, 4th Floor, Albany, New York, 12207. You will receive a confirmation email when your form, with payment, is received. **Thank You!**

Not a NYPF Member? Join today to receive the discounted conference rates! See our website at www.nypf.org for more information.



CONFERENCES > NYPF 2026 ANNUAL CONFERENCE

Upcoming Conference:

NYPF 2026 Annual Conference

NYPF's Annual Conference features 18 training sessions over three days, focusing on the most current and challenging planning and zoning issues in New York State. The speakers are subject-matter experts. Many other events, such as the Keynote Speaker at the Opening Reception, Annual Awards Luncheon, NYPF Annual Meeting, and Monday Evening Trivia ensures this is a conference you will not want to miss!

📍 The Otesaga Resort Hotel
60 Lake St, Cooperstown, NY 13326-1042

🕒 April 19-21, 2026



KEYNOTE SPEAKER

\$ 250.00
~~250.00~~
2026/1/25

* Register by
Feb. 27, 2026
Conference
Information



John K. Bartow, Jr.

John Bartow was appointed Executive Director of the Empire State Forest Products Association on July 18, 2015. John is the Association's fifth Executive Director. The Empire State Forest Products Asso...

[Read more](#) ▾

CONFERENCE SPEAKERS

- Donald Young, Esq. "Planning and Zoning Case Law Update."
- Mark Schachner, Esq., "Running Planning and Zoning Board Meetings Successfully."
- Katherine Ember, AICP, "Why Design Guidelines Matter."
- Derik Kane, AICP, "Mapping Opportunity: Using GIS for Housing and Conservation Planning."
- Denise Riccardi-Bagramian, "Meeting Mechanics: Balancing the Board, Applicant, and the Public."
- Matt Horn, "Built to Work: Strategies for Creating Long-Range and Strategic Plans."
- David Plante, AICP, "Beyond the Rulebook: Navigating Ethical Dilemmas in Planning and Zoning Board Decisions."
- Sarah K. Yackel, AICP, "Navigating SEQR."
- Frank Armento, "SEQRA Meets Environmental Justice: Preparing for DEC's Proposed Amendments."
- Charles Voss, AICP, "Large Scale Renewable Energy Permitting and Local Governments."
- NYS Department of State, "Revising Zoning."
- Diana Smith, "Public Engagement and Conflict (Part 2): Turning Challenge Into Opportunity."
- Max Stach, AICP, and Adriana Beltrani, AICP, "When the Answer is 'No,' How to Defensibly Disapprove Site Plans, Subdivisions, and Other Land Use Applications."
- Terresa Bakner, Esq., "One Year Into the New DEC Wetlands Regulations: Project Impacts and General Permits."

- Caroline Dule and Jordan Youngmann, “Funding Opportunities through DEC’s Division of Fish and Wildlife.”
- Michael N’Dolo, “Boost Your Confidence When Building Community Trust.”
- Nina Peek, AICP, “How to Work with Your Planner.”

CONFERENCE INFORMATION

Booking Info

There are 2 ways to book:

- Guests can reach the Reservations Office M-F 8a-5p and weekends 830a-5p (hours may change) at 866-494-0085. To get the special rate they need to mention the group name and the dates.
- Guests can go to our website 24/7 www.otesaga.com and use 'Group Attendee' code: 4826096. Please note this code is only to be used online and not when calling in. Or they can visit this direct booking link: [NY Planning Federation 2026](#).

Please be sure to share these instructions with your guests. Any guests not referring to the group when calling or using the group code online will not be eligible for the discounted rate at a later date once the block is full and/or past the cutoff date.

Your cutoff date is: **Friday, February 27th**

Reminder of our cancellation policy for your attendees: A one-night deposit is required at booking to confirm your reservation. Cancellations between the booking date and 60 days prior to arrival will incur a \$55.00 administrative fee (per room). At this 60-day period we will then charge any remaining balance of your stay and it becomes non-refundable, non-changeable, non-cancellable. Failure to arrive on the confirmed arrival date will result in the cancellation of your stay and the forfeiture of your full deposit. Cancellations or changes made within 60 days of arrival will result in full deposit forfeiture.

Schedule

Sunday, April 19th

- 2:00-5:00 PM Registration Desk Opens
- 5:00-6:00 PM Opening Reception and Keynote Speaker

Monday, April 20th

- 7:30-8:30 AM Breakfast Buffet and Registration Desk Opens
- 8:00-8:30 AM Annual Membership Meeting
- 9:00-10:15 AM Presentations
- 10:15-10:30 AM Break
- 10:30-11:45 AM Presentations
- 12:00-1:45 PM Awards Luncheon
- 2:00-3:15 PM Presentations
- 3:15-3:30 PM Break
- 3:30-4:45 PM Presentations
- 5:00 PM Trivia Contest

Tuesday, April 21st

- 7:30-8:30 AM Breakfast Buffet and Registration Desk Opens
- 8:30-9:45 AM Presentations
- 9:45-10:00 AM Break
- 10:00-11:15 AM Presentations

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New York State Solar Farm

Solar Agreement

Village of Warwick Department of Public Works Central

Garage Michael J. Newhard & Sadle Andryshak

Address

24 Memorial Park Drive WARWICK, NY 10990

Phone: 845-986-2031

Email: tmcknight@villageofwarwick.org (Trustee)

Tax Town: Village of Warwick

Interconnection Provider: Orange & Rockland

Utility Account Number: 40205-22000-3

System Details

System Size: 102.520 kW

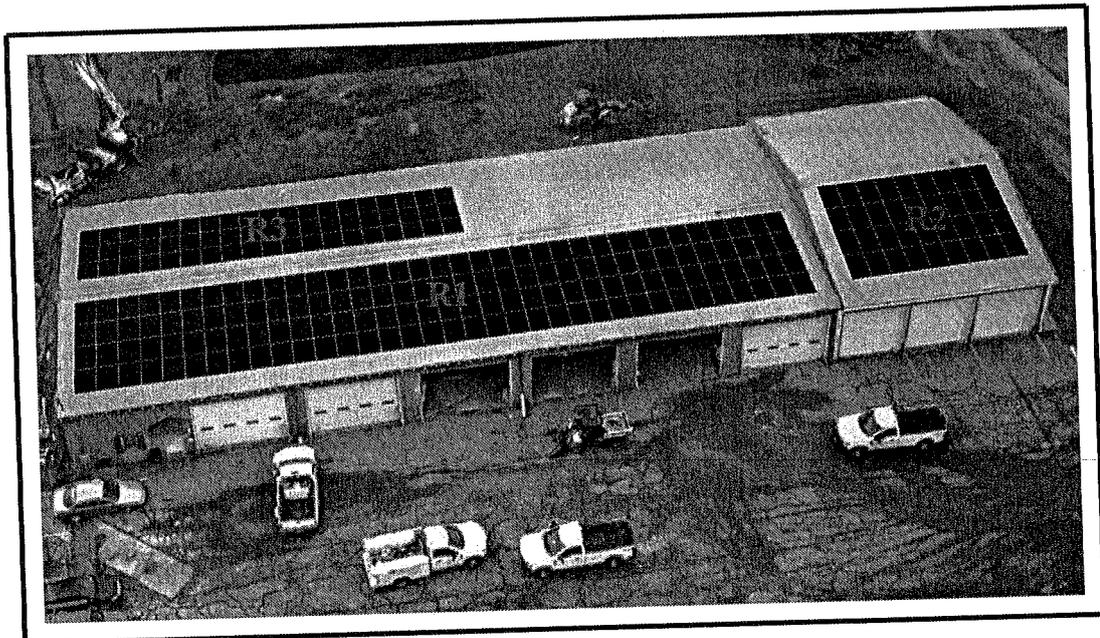
Year 1 Estimated Production: 118,500 kWh

20-Year Energy Ball: 2,279,940 kWh

Product: Hyundai HIN-T440NF(BK)

Panel Quantity: 233

Inverter: SolarEdge Inverter(s)



Energy Specialist: Chuck Schwartz

Phone: 631.599.3245

Email: chuck@nyssf.com

Original Appointment Date: 9/09/2025

New York State Solar Farm

Post Site Visit Analysis - Notes

Village of Warwick Department of Public Works Central Garage Michael J. Newhard & Sadie Andryshak
24 Memorial Park Drive WARWICK, NY 10990

Client Obligations/Notes:

Great Site for Solar!

Agreement is subject to Technical Home Analysis (THA). All figures included herein are subject to change based on THA results. The location of the Balance of System (BOS) will be determined by our THA. Changes shall be presented in the form of an Amendment following THA as needed.

This Agreement assumes the customer will respond to all communications and sign all needed documents sent by NYSSF within 5 business days in order to maintain all pricing, interest rates, incentives, etc. Failure to do so may result in changes to any of the aforementioned. Customer changes to signed Post THA Agreement will result in a Change Order Charge of \$500, plus any additional material/labor costs, etc. associated with the change. _____ Initial Here

This Agreement is based on zero tree removal.

Customer understands and agrees that by going solar they will incur a CBC charge on their utility bill once the solar system is placed in service.

If signed up to participate in community solar, customer understands and agrees that they will need to cancel this obligation ASAP, and AT LEAST 90 days prior to installing solar, so as to avoid any potential delays with receiving solar production credits from the utility.

If utility requires any transformer or grid upgrades to be performed, any costs associated with such will be the sole responsibility of the customer.

Customer agrees to keep wall space to left of utility meter location clear for solar inverters, combiner panels, and solar disconnects.

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New York State Solar Farm

Client Obligations/Notes: (cont.)

Customer agrees to have their electrician follow National Electric Code and all local codes. The conversation with electrician John Mabee stated: "For Village of Warwick, 77 Main St., the 102kW solar system will be divided between both 200amp service entrance conductors. Each of the two solar systems will output 144 amps (x1.25 NEC=180A) and be protected by 200amp fuses. We will need an open port in a Polaris block for (L1,L2,L3,N) for both 200a service entrance conductors (best practice) and/or leave 6" of straight wire for insulation piercing connectors. Plan is to stick with 120/240v delta three phase "high leg" and locate both main 200amp disconnects near existing utility meter."

S5-Ribrackets to be screwed into roof to secure rails that solar modules will be mounted to.

SEE SITEPLAN FOR FULL DETAILS.

We're looking forward to you joining our solar family!

BuySolarLocal.com

New York State Solar Farm

Solar Project - Financial Breakdown

Village of Warwick Department of Public Works Central Garage Michael J. Newhard & Sadie Andryshak
24 Memorial Park Drive
WARWICK, NY 10990

System Details

- System Size: 102,520 kW
- Year 1 Estimated Production: 118,500 kWh
- Panels: 233 Hyundai_HIN-T440NF(BK)
- Inverters: SolarEdge Inverter(s)
- Solar Monitoring System
- Other Installer Responsibilities: Wiring, Conduit, Racking, Disconnect & Balance of System, Design & Engineering, Permitting, Grant Writing & Procurement

Warranty Information

- See OEM warranty documentation for full details.
- New York State Solar Farm provides for a 10-Year workmanship warranty

Pricing Breakdown

Gross System Value	\$302,316
NYSERDA Grant	(\$25,630)
Installation Cost	\$276,686
Federal Tax Credit *	(\$83,006)
Post Incentives & Tax Credits	\$193,680

*Confirm with your CPA

*Assumes appropriate tax appetite

Client Responsibilities

At Initial Agreement Signing	\$1,000
At Final Agreement Signing	\$82,706
One Week Prior to Install	\$165,411
Upon Inspection Approval	\$27,569
Total Payments	\$276,686

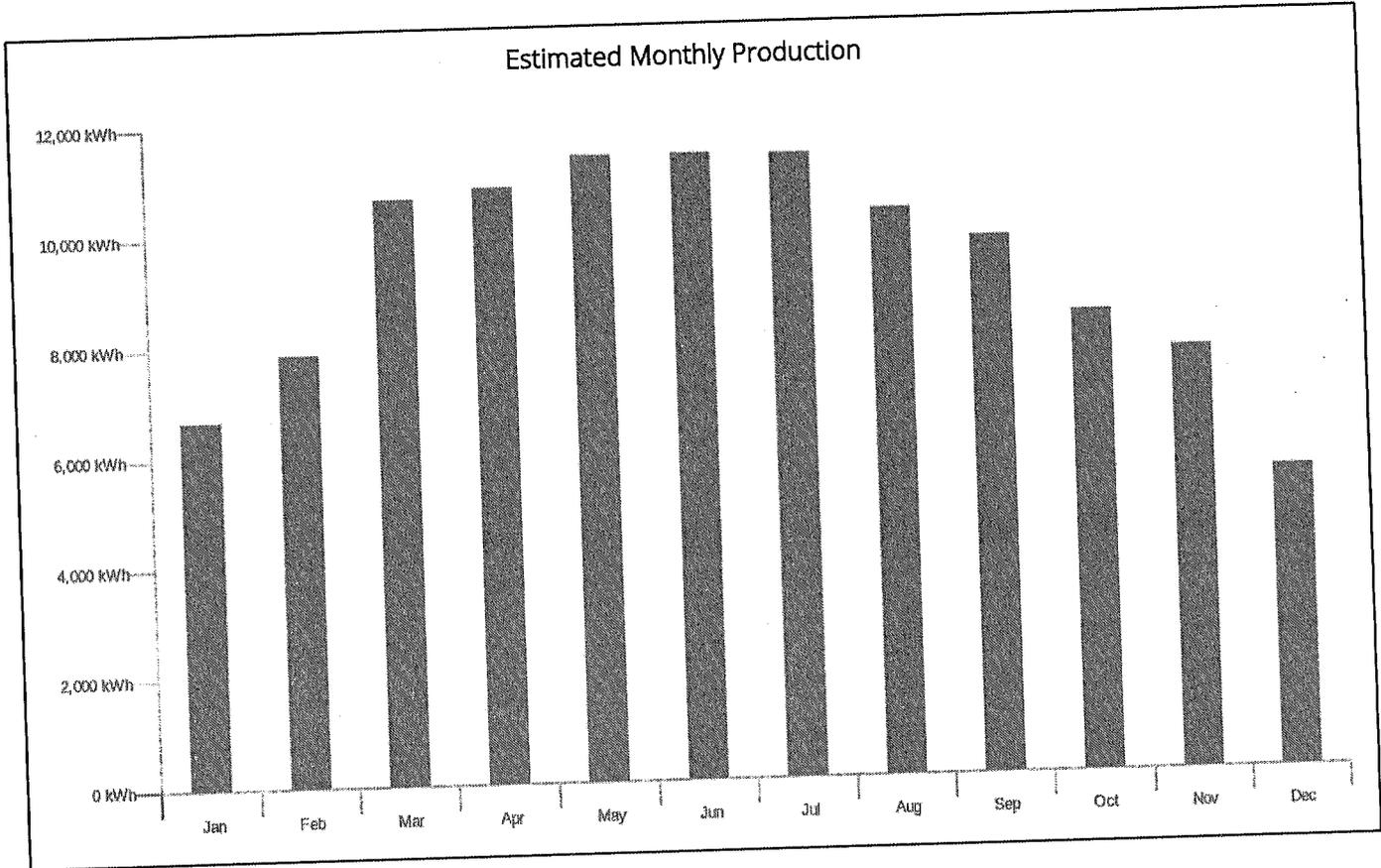
Energy Specialist: Chuck Schwartz

Phone: 631.599.3245

Email: chuck@nyssf.com

Original Appointment Date: 9/09/2025

New York State Solar Farm



Village of Warwick Department of Public Works Central Garage's Home Green Machine Report	
Year 1 Production	118,500 kWh
Annual CO2 Emission Offset for the Planet	
Gallons of Gasoline	9,321
Pounds of Waste	63,406
Planted Tree Seedlings Growing For 10 Years	1,381
Acres of U.S. Forest	96

BuySolarLocal.com

New York State Solar Farm

Homeowner Information

Village of Warwick Department of Public Works Central Garage Michael J. Newhard & Sadie Andryshak
24 Memorial Park Drive WARWICK, NY 10990

New York State Solar Farm and Village of Warwick Department of Public Works Central Garage Michael J. Newhard

This 'Agreement' is made between Village of Warwick Department of Public Works Central Garage Michael J. Newhard ('Homeowner') and New York State Solar Farm ('NYSSF'), effective 10/13/25.

NYSSF and Homeowner may individually be referenced herein as a 'Party', or collectively, as the 'Parties'. Any arrangement between the homeowner and any external financing party is independent of, and outside the scope of this Agreement.

New York State Solar Farm Further Commitments

- Conduct Site Assessment
- Prepare shade analysis and assess obstructions
- Engineer and Design Solar System
- Prepare layout diagrams and electrical (1-line) diagrams
- Structural analysis and approval by a licensed architect or professional engineer
- Reserve state-based incentives (if applicable)
- Obtain building and electrical permits
- Facilitate interconnection approval with utility (if applicable)
- Install panels and racking, mount and wire inverter(s)
- Facilitate construction of Ground Mount Foundation (if applicable)
- Manage intertie of Solar System to utility's grid
- Perform testing to ensure installation is complete and the Solar System is fully operational
- Obtain inspection approvals from Authorities Having Jurisdiction (AHJ), and notify utility
- Monitor the transition of meter exchange (standard meter for net-meter)
- Submit final application to state agency for incentive processing (if applicable)

Terms

Whereas Homeowner owns the real Site, located at 24 Memorial Park Drive, WARWICK, NY, and desires NYSSF to install a Solar Photovoltaic Electric System ('System') at the Site, and NYSSF has the expertise and ability to install the System, the Parties agree as follows:

1. CONTRACT WORK. NYSSF agrees to furnish all labor and materials described in this Agreement, and to perform the work necessary for the installation of the System at the Site ('Contract Work'). The Contract Work does not include roof repair or reinforcement, painting, electrical panel upgrades, drywall repair, trenching or any other construction, repair service or work unless specifically set forth herein.

Terms (continued)

2. PRICE. Total project costs are itemized approximately as follows: Materials 55%, Labor 30%, Overhead & Other Costs 15% of Gross System Value. Homeowner agrees to pay NYSSF Homeowner Responsibilities as indicated in the Financial Breakdown section above (this section does not apply to fully financed projects).

- The Initial Payment is due and payable upon endorsement of this Agreement.
- The Second Payment is due and payable upon endorsement of Final Amendment.
- The Third Payment is due one week prior to install (notification given by NYSSF).
- The Fourth Payment is due upon electrical inspection approval.
- Should "n/a" or "\$0" be found within the Homeowner Responsibilities, no check or cash payment is required at the indicated period. The NYSERDA Grant as indicated in the Financial Breakdown section above shall be passed to the Homeowner, with any corresponding warranties.

3. FINANCING (if applicable). This contract does not permit a lease or PPA arrangement. Financing Partner, as indicated, and Homeowner shall form Agreement specifying the number of payment installations, amount of payment installations, and provide all documentation required by Financing Partner to process the loan(s). All electronic correspondence with Financing Partner must include NYSSF by copying acurley@nyssf.com and bianca@nyssf.com. Documents may include income verification, automatic payment authorization, credit application, etc. NYSSF reserves the right to cancel installation of the System, if Homeowner is not approved by Financing Party. Homeowner agrees to sign all documents required to fund the Loan for System. If the Loan is not executed due to non-compliance by Homeowner, NYSSF will invoice the customer for all nonrefundable costs incurred including but not limited to permits, engineering, design, transportation, and materials. Should "Homeowner's own Partner" be found as the Finance Partner, the partner is recognized as a third-party. If a third-party is financing the solar system, checks, credit card and/or cash are required from the Homeowner to NYSSF in the amounts and periods indicated. While NYSSF does not place any restrictions on customer being able to sell their property/solar system, if system is financed, Homeowner must contact financing company to determine options for satisfying loan requirements prior to sale.

4. ACCESS. Homeowner agrees to cooperate fully in the performance of the work performed by NYSSF by providing safe and convenient access to the roof or other areas upon which the System is to be installed. Homeowner is responsible for removing or covering items inside or outside the structure that might be soiled or damaged by the performance of the Contract Work. Homeowner represents and warrants that there are no restrictions or covenants of which it should reasonably be aware that would prevent the installation of the System.

5. TIME. Contract Work shall commence after all permits and approvals have been obtained, at a time mutually agreeable between Homeowner and NYSSF. NYSSF estimates that the Contract Work will be substantially completed approximately one (1) week after commencement, notwithstanding that which is beyond NYSSF's control. NYSSF makes no explicit claim regarding timeliness in which utility may complete required system interconnection. All time frames noted in this section 5 shall be executed on a best-efforts basis. NYSSF reserves the right to modify this schedule as a result of NYSERDA requirements and utility review requirements.

6. SYSTEM ADDITION and/or MODIFICATIONS. NYSSF reserves the right to modify the System's design and size, replace components of equal or greater value, and make other modifications at its discretion in order to comply with findings of site inspection, local building code, utility requirements, incentive / rebate programs, availability of equipment, or other circumstances which become apparent after the date of this Agreement. Any and all such additions / modifications will be presented to Homeowner for written approval prior to NYSSF moving forward with System installation.

7. PRODUCTION. All kWh production estimates provided are estimates only, no guarantees are made to actual production or savings. All production estimates provided account for any losses projected from shading, array azimuth and tilt, etc.

Terms (continued)

8. **NET METERING.** Net metering (or net energy metering, NEM) is a solar incentive that allows customers to send excess electricity from their solar panels back to the utility grid, and is achieved by allowing a customer's meter to spin in the reverse and forward directions. When the customer's generator is producing less energy than the customer is using, the electric meter will measure the energy passing from the utility to the customer and spin in the forward direction. When the customer's generator is producing more energy than the customer is using, the electric meter will measure the excess energy passing from the customer to the utility and spin in the backward direction. The surplus energy is subtracted, or "netted," from the energy supplied by the utility to the customer, thus "net metered." Customer's excess energy produced will continue to "roll over" via net metering for later use, rather than customer receiving any monetary benefits for excess energy produced. Those who install solar now will be grandfathered into the current net metering program for a 20-year period. This ensures they will receive full retail rate credit for excess solar energy sent to the grid for that duration.
9. **WARRANTY.** NYSSF warrants the installation of the System against defects in workmanship, inclusive of mounting hardware, support brackets, connections, racking assemblies, electrical wiring, conduit, flashing, and roof sealants, specifically related to the System for a period of ten (10) years following the conclusion of installation at the Site. NYSSF will correct any defect covered by the warranty and repair the System at no additional cost to Homeowner. The warranty does not cover damage typically covered by homeowner's insurance, such as damage caused by falling trees or limbs, or normal wear and tear of the roof, sub-structure, siding or electrical system. The warranty also does not cover issues caused by animals, weather-related events, improper maintenance of the System, the roof's underlying structure, or by any action of a party other than NYSSF or an NYSSF-authorized party. Internet connectivity for monitoring or data transmission / signal loss issues, and relocation or re-configuring of the System are the responsibility of the Homeowner. NYSSF will pass through all relevant manufacturer's warranties, and on a best-efforts basis, interface with vendors to facilitate enforcement of any original equipment manufacturer (OEM) warranties.
10. **MONITORING.** Homeowner shall assume responsibility to provide a high-speed internet connection along with open ports on the router to connect monitoring equipment unless Homeowner opts out of System Performance Monitoring.
11. **SITE CONDITIONS.** In the event of unanticipated conditions at the Site potentially impacting safety of personnel / NYSSF labor, required reinforcement or repair of the roof or building structure, or increase in the cost of the Contracted Work, the Parties shall agree upon a revised cost for the Contracted Work, prior to commencement by NYSSF, or NYSSF may terminate this Agreement. Homeowner shall bare the roof, walls, floors and otherwise make areas necessary for performance of the Contract Work accessible to NYSSF.
12. **LIABILITY.** NYSSF shall be liable for damage to the System's installation area caused by its negligence, but shall not be liable for damage to old, deteriorated or improperly installed roofing, sub-roofing, roof coverings or supports, siding, exterior covering or paint, or any other non-visible installations. NYSSF's aggregate liability shall be limited to amounts due to be paid to NYSSF under this Agreement. Unless otherwise indicated herein, NYSSF makes no guarantee regarding the System's output. The Parties waive all claims against each other for punitive, incidental, and/or consequential damages arising out of or relating to the Agreement. There are no third-party beneficiaries to this Agreement.
13. **PAYMENT POLICY.** All amounts become due per Section 2 above. In the event that any such payment is late, interest shall accrue at the rate of two percent (2%) per month, or the maximum amount permitted by law, whichever is less, on any outstanding balance. In the event that either Party engages an attorney to enforce the terms of this Agreement, the substantially prevailing Party's costs and reasonable attorneys' fees shall be reimbursed by the other Party. If any payment due pursuant to this Agreement remains outstanding beyond ninety (90) days, Homeowner grants to NYSSF the right to enter the Site and remove the System or any part thereof; provided, that NYSSF shall notify Homeowner in writing of its intent to remove the System and allow Homeowner thirty

Terms (continued)

days from the date of such notice to cure its default and pay all past due amounts. Charges, if any, resulting from returned checks, shall be passed through to Homeowner at cost.

14. **ARBITRATION.** Any controversy or claim (including claims for injunctive relief) arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial or other Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties shall appoint a single arbitrator agreeable to both Parties within fourteen (14) days of the filing of any demand for arbitration, subject to the Optional Rules for Emergency Measures of Protection, if applicable. If the Parties cannot agree upon an arbitrator, the Parties agree that AAA shall appoint one. The arbitration hearing shall be held in the Ulster County, in the Town of Plattekill and State of New York, but may be moved to any other location from time to time by Agreement between the Parties or as ordered by the arbitrator.

15. **RIGHT TO CANCEL.** Homeowner shall have the right to cancel this Agreement for any reason, within seven (7) business days of receiving results from the THA without penalty, by sending Notification to NYSSF, per Section 16. Homeowner, at their discretion, may cancel this Agreement at any time prior to commencement of installation. Should Homeowner, however, cancel this Agreement beyond those seven (7) business days, Homeowner shall be liable for all reasonable costs incurred by NYSSF as of the date of cancellation. These costs are outlined in Exhibit i.

16. **NOTIFICATIONS.** All notices, requests, statements and other communications under this Agreement must be made in writing and will be considered to have been properly given and received if delivered in person or sent by facsimile (with confirmation of transmission), reliable overnight courier, or sent by registered or certified mail. Notices may also be given by e-mail to info@nyssf.com, provided that any such e-mail notice is confirmed by recipient. Address to which Notice must be sent for NYSSF is 1938 Route 44 55, Modena, New York 12548. Address to which Notice must be sent for HomeOwner is 24 Memorial Park Drive, WARWICK, NY

17. **FORCE MAJEURE.** NYSSF reserves the right to cancel this Agreement in the event of Force Majeure. Force Majeure events include issues beyond the control of NYSSF, and/or those which NYSSF could not reasonably have been expected to avoid, including acts of God such as storms, fires, floods, lightning and earthquakes, sabotage or damage of the System by a third-party, war, riot, epidemic, pandemic, or changes in Applicable Law of a third-party to grant or recognize a permit, license, or approval of a Governmental Authority.

18. MISCELLANEOUS.

- A. This Agreement constitutes the complete and exclusive statement of the Agreement between the Parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of the Parties.
- B. The headings herein are inserted as a matter of convenience only and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.
- C. Unless otherwise indicated, references to Articles, Addendums, Sections and Exhibits are to those of this Agreement.
- D. This Agreement shall be governed by the law of the jurisdiction in which the Contract Work is performed.
- E. If any provision of this Agreement, or any part thereof, is hereinafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or provisions or any other provision of this Agreement, which shall be given full effect.
- F. This Agreement shall be retained for a period of two (2) years or the length of the Agreement, whichever is longer, by NYSSF.

19. **COUNTERPARTS.** This agreement may be executed in counterparts, all of which taken together shall constitute an instrument enforceable and binding upon the Parties. Photocopies/faxed/scanned images of signatures shall be sufficient to bind such party.

Exhibit i - Milestone-Based Cancellation Costs

<u>Milestone</u>	<u>Penalty</u>
Following Site Plan Signature	\$1,000
Permit Submission	\$1,500
Permit Approval	\$2,500
Installation Scheduled	\$3,000
Equipment Delivered	\$5,000

Any changes made to signed Final Amendment post Technical Home Analysis (THA), will result in a change order charge of \$500, plus any additional material/labor costs, etc. associated with the change.

We have read and accept the terms and conditions found in this Agreement:

Client: Village of Warwick Department of
Public Works Central Garage Michael J.
Newhard

Date _____

Client: Sadie Andryshak

Date _____

NYSSF, Inc.

Date _____

WELCOME TO OUR SOLAR FAMILY!

Your Upcoming Solar Project Timeline

1. Say YES to Going Green!

2. **Complete application for loan approval** (when applicable, complete welcome call & upload any required loan documents). For cash purchase, complete first \$1000 deposit by calling the NYSSF office at (845) 255-0610.

3. **E-Sign NYSSF Agreement & Interconnection Paperwork via Adobe Sign.**

4. Schedule Technical Home Analysis (THA).

The THA is a 1.5-2 hour assessment of your home to ensure all structural & electrical components can support your solar system. We will also measure your roofs & the sun access they receive via drone to confirm everything in your Agreement, or if an Amendment is needed. **An adult will need to be present for the THA, & we will need access to the interior of your home to inspect your attic & electric panel.**

5. In most cases, your THA results will be back to you in less than 10 business days. Jobs with batteries or ground mounts will typically take longer. Your Solar Consultant will reach out to you to discuss findings & any changes that may be needed via Amendment.

6. **Sign Amendment via Adobe Sign if needed, & any financing document amendments as needed.**

7. Our engineers will put together a Final Site Plan detailing where all of your system components will be installed on your home (panels, conduit, monitoring box, etc.) **Please sign off on this Final Site Plan indicating your approval via Adobe Sign.**

8. We will create the engineered drawings & electrical diagrams to be submitted to the town for your building permit.

9. Towns can take anywhere from a few weeks to 3+ months to issue permits, depending on their timelines.

10. In the meantime, we will be sending you documentation to **sign for your NYSERDA grant & interconnecting your system with the utility via Adobe Sign.**

11. As soon as we receive your building permit our Operations Team will reach out to schedule your solar installation.

12. **INSTALL DAY!! Most installations are completed in one day. If you also have batteries, installations are typically completed in 2-3 days. Install also requires an adult to be present & interior access to your home.**

13. Utility inspection, town inspection, & possible NYSERDA inspection - we will coordinate with you on times.

14. Once all approvals are received & the utility gives us permission to turn your system on, **we will remotely energize your system so you can start saving! Congratulations!**

15. **Please spread the love, & leave a review about your experience with us on Google! & don't forget we will send you a \$500 check for every referral you send our way that goes solar with us too!**

Please note that all documents sent from NYSSF for signature must be signed by you within 5 business days in order to maintain all pricing, incentives, loan terms, etc. In the constantly changing world we find ourselves in today, we hope you can understand our need to stick to this policy. Thank you for your support!

If you have any questions at all throughout this process, please reach out to your Solar Consultant first. You can also contact our office at 845.255.0610 to be directed to the appropriate party.

BuySolarLocal.com

New York State Solar Farm

Hyundai Limited Warranty for PV Modules ("Limited Warranty")

Valid from June 1st, 2023

This limited warranty ("Limited Warranty") is provided by HD Hyundai Energy Solutions Co., Ltd. ("HYUNDAI") in regards to the photovoltaic modules ("MODULE(S)") supplied to the original end customer and subsequent owners at the original installation site (collectively referred to as "CUSTOMER"). The Warranties defined herein apply only to the MODULES which (a) are sold directly by HYUNDAI or through one of its authorized local distributors and (b) have a legible HD Hyundai Energy Solutions Co., Ltd. logo and product serial number. The start date for all of the following warranties is the earlier of either: (i) the date of initial delivery to the CUSTOMER; or (ii) six (6) months after the dispatch of the MODULES from HYUNDAI's factory or warehouse ("Warranty Start Date"). HYUNDAI reserves right to revise the terms of this Limited Warranty without prior notice.

This Limited Warranty shall apply to the following Products :

- HiT-HxxxOF-BF (xxx = 410-450, in increment of 5)
- HiT-HxxxOF-BFT (xxx = 420-440, in increment of 5)
- HiT-HxxxMF-FB (xxx = 425-445, in increment of 5)
- HiT-HxxxOF-FB (xxx = 420-440, in increment of 5)

1. Product Warranty

HYUNDAI warrants to the CUSTOMER that the MODULES supplied shall, for the duration of thirty (30) years from the Warranty Start Date ("Product Warranty Period"), be free from defects in materials and workmanship under normal application, installation, use, and service conditions. If the MODULES fail to conform to this warranty during this Product Warranty Period, HYUNDAI will at its sole option, and subject to the terms of this Limited Warranty, remedy the defect by one of the following options: (a) repairing or replacing the defective MODULES; or (b) refunding the purchase price paid to HYUNDAI for the MODULE(S) (the "Purchase Price") while taking into account an annual depreciation of 3.3% of the Purchase Price; or (c) refunding the current market price of an equivalent MODULE at the time of the claim. The remedies set forth in this paragraph shall be the sole and exclusive remedy available to the CUSTOMER for any product defect, and shall not be available beyond the Product Warranty Period for any reason whatsoever.

Headquarter
477, Bundangsuseo-ro, Bundang-gu,
Seongnam-si, Gyeonggi-do 13553,
Korea

Factory
313, Soi-ro,
Soi-myeon, Eumseong-gun,
Chungcheongbuk-do 27711, Korea

2. Performance Warranty

- A. HYUNDAI warrants to the CUSTOMER that for a period of one (1) year from Warranty Start Date the actual power output of the MODULES will be no less than 99% of the Nominal Power* at STC**, as specified on the date of sale in HYUNDAI's product datasheet. From the second year, the actual power output will decline annually by no more than 0.375%p for a period of remaining twenty-nine (29) years, so that by the end of the thirty (30th) year, an actual output of at least 88% of the Nominal Power* at STC**, as specified on the date of sale in HYUNDAI's product datasheet will be achieved.
- If the MODULES fail to reach the guaranteed power output levels set out above provided that such loss in power is verified and agreed by HYUNDAI, HYUNDAI will replace such loss in power, at its sole and absolute discretion, by either: (a) providing to the CUSTOMER additional MODULES to make up for such loss in power; or (b) repairing or replacing the defective MODULES; or (c) refunding the purchase price paid to HYUNDAI for the MODULE(S) (the "Purchase Price") while taking into account an annual depreciation of 3.3% of the Purchase Price; or (d) refunding the loss in power multiplied by the current market price of an equivalent MODULE at the time of the claim.
- B. The remedies set forth in this clause shall be the sole and exclusive remedies provided for any verified failure of the MODULES to reach the guaranteed power output levels set forth in Paragraph A above, and no other remedies shall be available beyond those specified in Paragraph A for any reason whatsoever.

3. Exclusions and Limitations

- A. A warranty claim under any of the foregoing Warranties must be filed within the applicable warranty period. For the avoidance of doubt, HYUNDAI shall not be liable for any warranty claims filed after the expiration of the MODULE's warranty period stipulated in clause 1 and clause 2 of this Limited Warranty.
- B. The Warranties do not apply to any MODULE, which in HYUNDAI's sole and absolute judgment, has been subjected to:
- (a) Damage and/or failure caused by use on anything other than a fixed building or installation that is specified in the MODULE's specification, installation manuals, operations manuals or labels as appropriate for installation of the MODULES. Damage and/or failure caused by use on a mobile unit including, but not limited to, vehicles, vessels, or any other mobile device or machine is excluded;
 - (b) Damage and/or failure caused by non-compliance with any applicable statute, regulation, code, or other governing law or rule;
 - (c) Damage and/or failure caused by installation of a MODULE not in conformance with the MODULE(s) specifications, installation manuals, and operation manuals, or labels (referred to collectively hereafter as "Non-Conforming") attached to the MODULE(s);
 - (d) Damage and/or failure caused by improper or Non-Conforming wiring, installation, or handling;

- (e) Damage and/or failure caused by devices and/or parts other than the MODULE(s) or by mounting methods of such devices and/or parts;
- (f) Damage and/or failure caused by improper, Non-Conforming, or incorrectly performed maintenance, operation or modification;
- (g) MODULE(s) that have been moved from the original place of installation;
- (h) Damage and/or failure caused by repairs not in accordance with HYUNDAI's instructions or specifications, installation manuals, operations manuals or labels;
- (i) Damage and/or failure caused by Non-Conforming or inappropriate handling during storage, packaging or transportation; without limitation including damage caused by improper or Non-Conforming treatment, overloading, electro-chemical or electrical influences, or any other actions or circumstances that may occur through no fault of HYUNDAI;
- (j) Damage and/or failure caused by external shock such as flying objects or external stress, including but not limited to electro-magnetic pulses, sonic booms, or objects striking or colliding with the MODULEs;
- (k) Damage and/or failure caused by direct contact with environmental pollution including but not limited to soot, blowing sand, particulate matter or pollution of any kind in the air, soil or water, mold, biological infestations, acid rain/snow or industrial chemicals including ammonia;
- (l) Damage and/or failure caused by direct contact with salt water, including but not limited to sea spray or sea breezes carrying salt water;
- (m) Damage and/or failure caused by acts of God, natural forces (earthquakes, tornados, floods, lightning, hurricanes, heavy snow, hail, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond HYUNDAI's control;
- (n) Damage and/or failure caused by terrorist acts, riots, war or other man-made disasters;
- (o) External stains or scratches on a MODULE that do not affect performance of the MODULE;
- (p) Damage and/or failure caused by sound, vibration, rust, scratching, or discoloration of cells or MODULES that is the result of normal wear and tear, aging or continuous use;
- (q) Damage and/or failure caused by MODULE(s) installed in a location other than one specified in the MODULE's specifications, installation manuals, operations manuals or labels, or which exceeds operating conditions of HYUNDAI's installation manual;
- (r) Repair or modifications by someone other than an approved service technician of HYUNDAI; and/or
- (s) The serial number or MODULE label has been removed, changed, deleted or made unrecognizable.

C. The Product Warranty and Performance Warranty shall be applied exclusively of one another. HYUNDAI, at its sole discretion, which shall be exercised reasonably by HYUNDAI, will decide whether the cause of the claim is reasonably covered by the Product Warranty or the Performance Warranty.

Headquarter
477, Bundangsuseo-ro, Bundang-gu,
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Korea

Factory
313, Soi-ro,
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Chungcheongbuk-do 27711, Korea

- D. HYUNDAI will decide, at its sole and absolute option, whether to collect replaced MODULES or not. In cases where HYUNDAI decides to collect all or some of the replaced MODULES, HYUNDAI will cover shipping costs for returning the MODULES. In cases where HYUNDAI decides not to collect any replaced MODULES, HYUNDAI will not cover any shipping costs for returning the MODULES. HYUNDAI will cover reasonable cost of transportation to the relevant area for repair or replacement of defective MODULES, but after that, the cost of transportation (insurance, any taxes, duties, demurrages, or any other costs and expenses related to custom clearance or CUSTOMER's failure to cooperate) and replacement (installation, removal, reinstallation, etc.) must be paid by the CUSTOMER. If the collected MODULES are found not to be covered under these Warranties at HYUNDAI's sole and absolute judgement, CUSTOMER is obliged to cover all associated shipping and transportation costs mentioned above.
- E. In any Case, HYUNDAI will not cover any of the costs associated with the installation, removal, reinstallation, discarding or packaging of the MODULES.
- F. Under no circumstances shall HYUNDAI be liable for incidental, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, and loss of revenues are specifically and without limitation excluded.
- G. In the event that any model or make of MODULES for which a claim is made under either of the foregoing Warranties have been discontinued or materially altered, HYUNDAI reserves the right to replace the MODULES with any other module type that may be different in output, size, color or material, provided that the replacement MODULES generate the equivalent amount of energy as the original MODULES at the time of replacement.
- H. Any repaired or replaced MODULES under these Warranties will hold only the remaining warranty period applicable to the original MODULES.
- I. The Warranties provided under this Limited Warranty shall only extend to MODULES that have been installed within the sales area.

4. Severability/Assignment

If any court or competent authority finds any clause or portion of any clause of this Limited Warranty invalid, illegal, or unenforceable, that portion will be deemed to be voided only to the extent required, and the validity and enforceability of the rest of the Limited Warranty shall not be affected. Except to the extent expressly permitted herein, this Limited Warranty shall not be assigned or transferred by Customer, and any attempt to assign or transfer in violation of this paragraph shall be null and void. HYUNDAI expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

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Chungcheongbuk-do 27711, Korea

5. Assertion of Claims

In order to assert a claim under this Limited Warranty, CUSTOMER must (i) inform our MODULE's authorized reseller/distributor in writing of the alleged claim; or (ii) send written notification directly to HYUNDAI in the event that the authorized reseller/distributor no longer exists (e.g. due to discontinuance of business or bankruptcy). In Support of any such warranty claim, CUSTOMER must submit the original sales receipt or invoice as proof of purchase and time of purchase of the HYUNDAI MODULES(s), including the serial and model numbers, together with all other evidence supporting the claim. The assertion of the claim must occur no later than fourteen (14) days from the date that the defects occurred. The return of MODULE(s) to HYUNDAI may only occur after the written authorization of HYUNDAI has been given.

All notices intended for HYUNDAI should be addressed to:

Address: 477, Bundangsuseo-ro, Bundang-gu, Seongnam-si, Gyeonggi-do 13553,
Korea

An electronic copy of the claim material should also be sent to: eng.hd-hyundaies.co.kr

6. Force Majeure

HYUNDAI shall bear no responsibility or liability for the non-performance or delay of any duties or obligations arising out of this Limited Warranty due to acts of God, natural forces (earthquakes, tsunamis, tornadoes, floods, lightning, hurricanes, heavy snow, hail, etc.) and fire, power failures, power surges or other unforeseen circumstances that are beyond HYUNDAI's control, as well as damage and/or failure caused by terrorist acts, riots, war or other man-made disasters or events including strikes, civil unrest, industrial disputes, government instability, epidemics, pandemics, or any other event outside HYUNDAI's control that is not reasonably known or anticipated at the time of sale of the MODULES.

7. Liability

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. HYUNDAI NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, OR USE OF THE GOODS. HYUNDAI SHALL BEAR NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR ANY OTHER LOSS OR INJURY RESULTING FROM ANY

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CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE NEGLIGENT USE, MISUSE OR NEGLIGENT INSTALLATION OF THE MODULES. UNDER NO CIRCUMSTANCES SHALL HYUNDAI BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE APPLICABLE MODULE(S), NOR FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, TREBLE, OR SPECIAL DAMAGES, HOWSOEVER CAUSED. DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION AND LOSS OF REVENUES ARE SPECIFICALLY EXCLUDED.

IF ANY PROVISION OF THIS LIMITED WARRANTY IS HELD UNENFORCEABLE OR ILLEGAL BY A COURT, ARBITRATION TRIBUNAL, OR OTHER BODY OF COMPETENT JURISDICTION, HYUNDAI RESERVES THE RIGHT TO AMEND ANY PROVISION, CLAUSE, OR APPLICATION OF THIS LIMITED WARRANTY TO THE MINIMUM EXTENT REQUIRED TO COMPLY WITH THE LAWS OF SUCH COURT OR OTHER BODY OF COMPETENT JURISDICTION AND ENABLING THE REST OF THIS LIMITED WARRANTY TO CONTINUE IN FULL FORCE AND EFFECT. FURTHERMORE, HYUNDAI SHALL RESERVE THE RIGHT TO AMEND ANY PROVISIONS OF THIS LIMITED WARRANTY FROM TIME TO TIME IN ITS SOLE DISCRETION; HOWEVER, SUCH CHANGE SHALL NOT APPLY RETROSPECTIVELY.

8. Governing Law and Dispute Resolution

- A. All matters arising from or relating to this Limited Warranty shall be governed by the laws of the Republic of Korea, without regard to its choice of law rules. The UN Convention on the International Sales of Goods shall not apply.
- B. For any Dispute arising from or relating to this Limited Warranty or to the MODULES, the parties shall first attempt to resolve the dispute via informal means. If the dispute is not resolved after 60 days of informal settlement discussions, the parties shall submit to the jurisdiction of the Seoul Central District Court in Seoul, Korea as the court of first instance.

****Nominal Power**” is the power in watt peak that a MODULE generates in its maximum power point.

****STC(Standard Test Conditions)**” is as follows: (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W/m² and (c) a cell temperature of 25 °C. The measurements must be carried out at HYUNDAI or an independent test institute agreed to by HYUNDAI in advance, in accordance with IEC60904 as tested at the junction box connectors per the calibration and testing standards of HYUNDAI. These measurements will be considered valid at the production date of the MODULES with an equipment tolerance of ±3%. HYUNDAI’s calibration standards shall be in compliance with the standards applied by institutions accredited for this purpose.

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LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable Warranty Period set out below (the "Products"):

Power optimizers: 25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

Inverters, Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface: 12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

StorEdge Interface: 10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger: 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of wireless communication products is the same whether or not the product is pre-installed in the inverter.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries please access http://www.solaredge.com/articles/warranty_exceptions

The Limited Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, cable holders, fuses, wires and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See product datasheet for more details. In addition, for all power optimizers with a part number ending in C, the SolarEdge warranty does not apply to the input connector.

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that the Products are not moved outside their original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "*Documentation*").

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarEdge by sending an email to support@solaredge.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, SolarEdge shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly and will

explain the reason why such coverage is not available. If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly, and SolarEdge may, in its sole discretion, take any of the following actions:

repair the Product at SolarEdge's facilities or on-site; or

issue a credit note for the defective Product in an amount up to its actual value at the time buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or

provide Buyer with replacement units for the Product.

SolarEdge will determine whether the Product should be returned to SolarEdge and, if SolarEdge so determined, the Return Merchandise Authorization ("RMA") Procedure (set out below) will be invoked. Where replacement Products are sent, SolarEdge generally sends such products within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s).

SolarEdge will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific list of countries to which such service is provided, please access

http://www.solaredge.com/articles/shipping_cost_coverage_warranty. SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. SolarEdge may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling and reinstalling of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, shall be borne by the buyer.

Warranty Exclusions: This Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SolarEdge installation guide;
- opened, modified or disassembled in any way without SolarEdge's prior written consent;

- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged by software, interfacing, parts, supplies or other product not supplied by SolarEdge;
- damaged as a result of improper site preparation or maintenance or improper installation;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

Additional exclusions from this Warranty:

- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Energy Bank battery which is covered under the SolarEdge Energy Bank battery Warranty available on the SolarEdge website.

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

**VILLAGE OF WARWICK
INTRODUCTORY LOCAL LAW
VILLAGE VIEW ESTATES ANNEXATION**

BE IT ENACTED by the Village Board of Trustees of the Village of Warwick, County of Orange, State of New York, as follows:

Section 1. Legislative Findings and Intent.

Village View Estates, LLC submitted a petition to the Board of Trustees of the Village of Warwick and the Town Board of the Town of Warwick seeking to annex one (1) parcel of land located in the Town of Warwick (“Town”) into the Village of Warwick (“Village”), which parcel is designated on the Town Tax Map as Section 43, Block 1, Lot 4.2 (hereinafter the “Territory”).

After a joint public hearing held by the Village Board and Town Board on January 14, 2021, to determine the sufficiency of the petition and whether or not the annexation is in the over-all public interest, both the Village Board and Town Board approved the proposed annexation of the Territory from the Town to the Village.

Adoption of the local law, which is a ministerial action, completes the annexation of the Territory pursuant to General Municipal Law § 714.

Section 2. Findings.

The Board of Trustees finds that on June 21, 2021 the Board adopted its Resolution, Findings and Order approving the proposed annexation of the Territory into the Village pursuant to General Municipal Law § 711. On September 9, 2021, the Town Board separately approved the proposed annexation of the Territory into the Village. The Board of Trustees finds that the Territory is uninhabited and that no election is required.

The Board of Trustees also finds that for all of the reasons set forth in the Village’s Resolution, Findings and Order, that it is in the public interest to annex the Territory.

Section 3. Annexation of Parcels.

The Village of Warwick does hereby annex the Territory as described above, and more particularly described in the attached metes and bounds description. The annexation shall be effective immediately upon the filing of this local law in the office of the Secretary of State, pursuant to General Municipal Law § 714.

Section 4. Severability.

If any provision or part of this local law or the application thereof to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment is rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the

Board of Trustees hereby declares that it would have adopted this local law or the remainder thereof had such invalid part or provision or application been apparent.

Section 5. Statutory Authority.

This local law is enacted pursuant to General Municipal Law § 714.

Section 6. Effective Date.

This local law shall take effect immediately upon filing in the office of the Secretary of State.

John A. McGloin

PROFESSIONAL LAND SURVEYOR
P.O. BOX 636 32 COLONIAL AVENUE
WARWICK, NEW YORK 10990
(845) 986-1262 FAX: (845) 986-1577

Village View Estates LLC
Proposed Annexation From
The Town of Warwick to
The Village of Warwick

Beginning at a point in the Lands now or formerly Village View Estates LLC (liber 5663 page 41 where the same is intersected by the Municipal Boundary line between the Town of Warwick & the Village of Warwick and running thence through the lands now or formerly Village View Estates LLC (liber 5663 page 41) and along the Municipal boundary line between the Town of Warwick and the Village of Warwick N76°02'00"E a distance of 525 plus or minus feet to a point; thence through and along the same 184 plus or minus feet to a point; thence along the lands now or formerly Reynolds & Falcinelli (liber 14380 page 27) and in continuation along the lands now or formerly Dasrats (liber 12154 page 1494) S79°14'44"W a distance of 330 plus or minus feet to a point; thence through the lands now or formerly Village View Estates LLC (liber 5663 page 41) N39°40'35"W a distance of 57.82 feet to the point of beginning.

**VILLAGE OF WARWICK
INTROUCTORY LOCAL LAW
APPLYING ZONING DESIGNATION TO VILLAGE VIEW ESTATES ANNEXED
PARCEL**

BE IT ENACTED by the Board of Trustees of the Village of Warwick, County of Orange, State of New York, as follows:

Section 1. Legislative Intent.

The Board of Trustees, by local law adopted on February 17, 2026, finalized the annexation of one (1) parcel of land from the Town of Warwick into the Village of Warwick, identified on the Town Tax Map as Section 43, Block 1, Lot 4.2. This parcel now annexed into the Village is unzoned and requires a Village zoning district designation. The adjacent parcels located in the Village are in the Residential (R) zoning district.

The Board of Trustees determines that this local law is consistent with the Village Comprehensive Plan.

Section 2. The Zoning Map of the Village of Warwick, authorized pursuant to § 145-21, titled “Zoning Districts Map,” of Article II, titled “Zoning Districts and Zoning Districts Map,” of Chapter 145, titled “Zoning,” of the Code of the Village of Warwick is amended by applying the Residential (R) zoning district designation to the annexed parcel currently identified as Town of Warwick Tax Map No. 43-1-4.2.

Section 4. Severability.

The provisions of this local law are severable and if any provision, clause, subsection, sentence, word or part thereof, or the rezoning of any particular parcel(s), is held illegal or invalid, or inapplicable to a person or circumstance, such illegality, invalidity or inapplicability shall not affect or impair any of the remaining provisions, clauses, subsections, sentences, words or parts of this local law, or rezoned parcels, or their application to other person or circumstance.

Section 5. Supersession

If any provision of the state Village Law, including Article 7 thereof, or of any special law is inconsistent with this local law, this local law shall supersede any such provision.

Section 6. Effective Date.

This local law shall take effect immediately upon filing with the Secretary of State.

Village of Warwick

Warwick, New York

APPRAISAL AGREEMENT

January 27, 2025

IAC



Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, Pennsylvania 15222
800-245-2718 / 412-471-1758 FAX
www.indappr.com

James V. Nash, Regional Manager
Phone 610-970-1050, Fax 610-970-1561, Email jnash@indappr.com



TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

January 27, 2025

Email to: clerk@villageofwarwick.org

Mrs. Raina Abramson
Village Clerk
Village of Warwick
77 Main Street
Warwick, New York 10990

Dear Mrs. Abramson:

We welcome the opportunity to submit our proposal to provide an appraisal for the Village of Warwick for insurance valuation purposes.

Under the terms of our agreement, we will conduct an on-site inspection and appraisal of the *Buildings/Structures, Machinery and Equipment* associated with the property locations identified on the Addendum of the agreement.

When completed, our certified appraisal report will set forth the cost of reproduction new and sound value (actual cash value) of the properties appraised.

When our proposal is accepted, please sign and date the Acceptance Page (Page 4 of the Agreement), Initial the Verification of Property Listing as shown in the Addendum (Page 5 of the Agreement) and return the signed, dated and initialed Agreement to me. Upon receipt, we will proceed promptly in making arrangements to schedule the on-site inspection.

If you wish to have us furnish your insurance agent or broker with a copy of the appraisal summary, please complete and return the attached Form 311, agent authorization (Page 6). Due to the confidential nature of these figures, they will be released only with your written consent.

Should you have any questions, concerns, or if we can be of assistance in any way, do not hesitate to contact me at 610-970-1050, fax 610-970-1561 or email jnash@indappr.com.

Thank you for considering the professional appraisal services of Industrial Appraisal Company. We look forward to being of service in these important valuation requirements.

Very truly yours,

INDUSTRIAL APPRAISAL COMPANY

James V. Nash

James V. Nash
Regional Manager

JVN/mg



TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222
Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

APPRAISAL AGREEMENT

The Industrial Appraisal Company hereby proposes to provide professional appraisal services for the:

Village of Warwick
77 Main Street
Warwick, New York 10990

PROPERTIES TO BE APPRAISED

The properties to be appraised under this agreement will include the **Buildings/Structures, Machinery and Equipment** associated with the property locations identified in the Addendum to this agreement.

PROVISIONS AND SCOPE OF APPRAISAL

The appraisal services and report are to consist of an on-site inspection and certified appraisal of the properties for the purpose of establishing current insurance valuation.

The *buildings/structures, machinery and equipment* under appraisal will receive an investigation which will record, as of the date of the appraisal, description and location of the property as well as a depreciation study based upon observed condition and other pertinent influencing factors.

We will provide an impartial statement of the *Cost of Reproduction New* and *Sound Value* based upon the following:

Cost of Reproduction New is defined as the cost to reproduce the entire property at one time, in new condition of like kind and quality at current market prices for material, labor, cost of freight and installation, contractor's overhead and profit, but without provision for overtime, bonuses and premiums of any kind.

Sound Value is defined as the *Cost of Reproduction New* less accrued depreciation resulting from observed conditions involving age, utility and remaining serviceable life. *Sound Value* is often referred to as *Actual Cash Value* within the insurance industry.

REPORT

The report will be arranged in well-defined property classifications.

A. Buildings/Structures

The appraisal of the Buildings/Structures will be rendered in condensed form providing description of the components of construction and valuation for the overall structure. The building items excluded in the insurance policy will be segregated for each building appraised. A plat plan of each building outline and general location as well as a color photograph of each major building will be included.

B. Machinery and Equipment

The appraisal of major items of Machinery and Equipment having a **replacement cost of \$1,000.00 and above** will include detailed description, location and valuation by item. Assets below the unit cost threshold will be included and valued by group classification.

We care about the environment. All Industrial Appraisal Company reports are provided in electronic format. An additional charge will apply for hard copy reports. Please contact Industrial Appraisal Company if a hard copy is required.

PROFESSIONAL FEE

The total fee for the appraisal services outlined herein is:

NINE THOUSAND FOUR HUNDRED AND SEVENTY DOLLARS

\$9,470.00

FEE IS INCLUSIVE OF ALL EXPENSES

This fee covers work under this contract only, and such items as legal conferences, depositions, court testimony or expansion of the appraisal for purposes not specified in this agreement will be billed at a per diem rate to be determined.

BILLING PROCEDURE

The fee quoted for services to be provided currently will be progressively billed as follows:

- 60% of Appraisal Service Fee due upon completion of the on-site fieldwork
- Balance due upon delivery of the completed appraisal report

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

This agreement may be terminated by either party at any time given 10 days written notice, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.

ANNUAL REVALUATION SERVICE

The Industrial Appraisal Company will maintain an Annual Revaluation Service for the original appraisal to keep current from year to year the statement of insurable values. This service will provide summary office repricing, redepresiasiation and revaluation once each year for the properties covered by the original appraisal to keep current additions, deletions and transfers that have been reported to the Industrial Appraisal Company. The Industrial Appraisal Company will prepare a new certified appraisal summary containing its opinion of the current Cost of Reproduction New and Sound Value.

The fee for the Annual Revaluation and Maintenance Service will be **\$850.00** each year for a three-year period. This charge will be due on the first anniversary and annually thereafter at the beginning of each appraisal protection service year.

PROOF OF LOSS SERVICE

In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.

TERMS AND CONDITIONS

General

In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between the Village of Warwick and Industrial Appraisal Company.

Fee stated in this agreement are predicated on property as indicated to us without benefit of independent verification. Should the results of our investigation indicate that the scope of the project or the amount of assets to be appraised is greater than indicated, we reserve the right to adjust our fee based on the additional work effort. Correspondingly, if we are requested to include other properties not listed in the information provided, we will identify the cost to provide those additional services in a separate notification.

Performance of this contract and fees developed hereunder are predicated upon reasonable free access to the property and required information and available data to be provided promptly as requested. When formulating our conclusions, we may rely on information provided by the Village of Warwick or others. Should new information become available after a draft or final report has been submitted, we reserve the right to amend or modify our report and the conclusions therein. The fee quoted is contingent upon the on-site inspection being conducted during normal business hours, Monday through Friday. Should it be necessary to conduct the on-site inspection other than during normal business hours, an additional fee may apply.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for Village of Warwick's internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

Limitation on Damages

The Village of Warwick agrees that the Industrial Appraisal Company officers, directors, employees, shareholders, agents and subsidiary or related entities shall not be liable to the Village of Warwick for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, direct, indirect, incidental, punitive, exemplary, or of any other type), costs and expenses (including, but not limited to reasonable attorneys' fees and expert witness fees and the reasonable time and expenses of Industrial Appraisal Company's personnel involved) in any way arising out of this engagement in any amount greater than the total amount of fees paid by the Village of Warwick to the Industrial Appraisal Company, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of the Industrial Appraisal Company. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, strict liability or otherwise.

Force Majeure

Neither Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either Party's employees, or any other cause beyond the reasonable control of such Party.

Confidentiality

To the extent Industrial Appraisal Company, its employees or agents is provided, has access to or comes into possession of, any protected proprietary and/or confidential information of the Village of Warwick (collectively, "Confidential Information"), the Industrial Appraisal Company, its employees and agents shall not, directly or indirectly, acting alone, or with others: (i) disclose to any other person or entity any Confidential Information (unless required by law); or (ii) use any Confidential Information other than for performance of this contract.

Industrial Appraisal Company agrees that upon completion and delivery of the appraisal reports, whether physically or electronically, the appraisals shall be the property of the Village of Warwick. Industrial Appraisal Company agrees to maintain the confidentiality of this Agreement and the information contained in the appraisals unless compelled to disclose such information by judicial process from a court of competent jurisdiction. Industrial Appraisal Company agrees that prior to any disclosure pursuant to judicial process, Industrial Appraisal Company shall notify, and provide a copy of such process to, the Village of Warwick.

Property Exclusions

The appraisal will not include land, landscaping, licensed vehicles, fine arts, inventory, work in progress, consumable supplies, valuable papers, intangible assets, property of third parties, or properties other than those indicated in this agreement.

ACCEPTANCE AND AUTHORIZATION TO PROCEED

Neither party to this agreement is bound by any promise, term nor condition, either oral or written, not incorporated in this instrument. Acceptance of this Appraisal Agreement indicates acceptance of Addendum. This offer for appraisal services **expires after sixty (60) days** at which time it may be renegotiated.

SUBMITTED this 27th day of **January 2025**

**INDUSTRIAL APPRAISAL COMPANY
TWO GATEWAY CENTER
603 STANWIX STREET, SUITE 1450
PITTSBURGH, PENNSYLVANIA 15222**

James V. Nash

James V. Nash
Regional Manager

ACCEPTED:

**VILLAGE OF WARWICK
77 MAIN STREET
WARWICK, NEW YORK 10990**

Signature

Date

Print Name

ADDENDUM

Properties to be Appraised

APPRAISAL AGREEMENT

Village of Warwick
77 Main Street
Warwick, New York 10990

The properties to be appraised will include the **Buildings/Structures, Machinery and Equipment as well as the Yard and Outside Insurable Items** associated with the property locations listed on Industrial Appraisal Company's Summary of Insurable Values – Building Index. Please see the following PDF pages and initial below if the listing is accurate.

THE FEE QUOTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE LOCATIONS AS INDICATED ON THIS ADDENDUM (PER THE SUMMARY OF INSURABLE VALUES – BUILDING INDEX) ONLY. THE APPRAISAL OF LOCATIONS NOT LISTED ON THIS ADDENDUM OR SIGNIFICANT INCREASE IN SQUARE FOOTAGE WILL RESULT IN ADDITIONAL CHARGES.

Please Initial Verification of Property Listing _____



BLDG NO	BUILDING NAME	ADDRESS
0101	Village Hall	77 Main St, Warwick, NY 10990
0199	Village Hall PITO	77 Main St, Warwick, NY 10990
0201	Public Works Garage	1 Memorial Park Drive, Warwick, NY 10990
0202	Public Works Oil Storage Building	1 Memorial Park Drive, Warwick, NY 10990
0203	Public Works Storage Shed	1 Memorial Park Drive, Warwick, NY 10990
0204	Public Works Salt Storage Shed	1 Memorial Park Drive, Warwick, NY 10990
0205	Public Works Storage Building	1 Memorial Park Drive, Warwick, NY 10990
0206	Public Works Modular Office	Memorial Park Drive, Warwick, NY 10990
0299	Public Works PITO	1 Memorial Park Drive, Warwick, NY 10990
0399	Hallowed Ground Village Park PITO	Galloway Rd, Warwick, NY 10990
0401	Memorial Park Main Concession Building	Memorial Park Drive, Warwick, NY 10990
0402	Memorial Park Old Concession Building	Memorial Park Drive, Warwick, NY 10990
0403	Memorial Park Pavilion	Memorial Park Drive, Warwick, NY 10990
0405	Memorial Park Softball Restroom Building 1	Memorial Park Drive, Warwick, NY 10990
0406	Memorial Park Softball Storage Building	Memorial Park Drive, Warwick, NY 10990
0407	Memorial Park Softball Dugout 1	Memorial Park Drive, Warwick, NY 10990
0408	Memorial Park Softball Dugout 2	Memorial Park Drive, Warwick, NY 10990
0409	Memorial Park Major League Press Box	Memorial Park Drive, Warwick, NY 10990
0410	Memorial Park Major League Storage Shed	Memorial Park Drive, Warwick, NY 10990
0411	Memorial Park Major League Dugout 1	Memorial Park Drive, Warwick, NY 10990
0412	Memorial Park Major League Dugout 2	Memorial Park Drive, Warwick, NY 10990
0413	Memorial Park Minor League Dugout 1	Memorial Park Drive, Warwick, NY 10990
0414	Memorial Park Minor League Dugout 2	Memorial Park Drive, Warwick, NY 10990
0415	Memorial Park Girls Softball Dugout 1	Memorial Park Drive, Warwick, NY 10990
0416	Memorial Park Girls Softball Dugout 2	Memorial Park Drive, Warwick, NY 10990
0417	Memorial Park Instructional Dugout 1	Memorial Park Drive, Warwick, NY 10990
0418	Memorial Park Instructional Dugout 2	Memorial Park Drive, Warwick, NY 10990
0419	Memorial Park Little League Storage Bldg	Memorial Park Drive, Warwick, NY 10990
0420	Memorial Park Pavilion Restroom Building	Memorial Park Drive, Warwick, NY 10990
0421	Memorial Park Instructional Storage	Memorial Park Drive, Warwick, NY 10990
0422	Memorial Park Minor League Storage Shed	Memorial Park Drive, Warwick, NY 10990



BLDG NO	BUILDING NAME	ADDRESS
0423	Memorial Park Girls Softball Storage Shed	Memorial Park Drive, Warwick, NY 10990
0424	Memorial Park Softball Restroom Building 2	Memorial Park Drive, Warwick, NY 10990
0425	Memorial Park Softball Concession Building	Memorial Park Drive, Warwick, NY 10990
0426	Memorial Park Softball Storage Shed	Memorial Park Drive, Warwick, NY 10990
0427	Memorial Park Girls Softball Press Bldg.	Memorial Park Drive, Warwick, NY 10990
0428	Cheerleader Storage	Memorial Park Drive, Warwick, NY 10990
0499	Memorial Park PITO	Memorialpark Drive, Warwick, NY 10990
0501	Railroad Green Park Storage Building	Railroad Ave, Warwick, NY 10990
0599	Railroad Green Park PITO	Railroad Ave, Warwick, NY 10990
0601	Stanley Deming Park Restroom Building	Park Way, Warwick, NY 10990
0602	Stanley Deming Park Gazebo	Park Way, Warwick, NY 10990
0603	Stanley Deming Park Pavilion	Park Way, Warwick, NY 10990
0604	Stanley Deming Park Foot Bridge	Park Way, Warwick, NY 10990
0699	Stanley Deming Park PITO	Park Way, Warwick, NY 10990
0701	Water Treatment Plant	1 Water Lane, Warwick, NY 10990
0702	Water Treatment Plant Storage Building	1 Water Lane, Warwick, NY 10990
0799	Water Treatment Plant PITO	1 Water Lane, Warwick, NY 10990
0801	Well House 1	Memorial Park Drive, Warwick, NY 10990
0802	Well House 1 Chlorination Building	Memorial Park Drive, Warwick, NY 10990
0901	Well House 2	Memorial Park Drive, Warwick, NY 10990
1001	Well House 3	Rt 17A, Warwick, NY 10990
1002	Well House 3 Chemical Building	Rt 17A, Warwick, NY 10990
1101	Chelsea Gardens Water Booster Station	Chelsea Gardens, Warwick, NY 10990
1201	Galloway Heights Road Water Booster Station	Galloway Heights Rd, Warwick, NY 10990
1301	Maple Avenue Water Booster Station	Maple Ave, Warwick, NY 10990
1401	Ridgefield Road Water Booster Station	Ridgefield Rd, Warwick, NY 10990
1501	Southern Lane Water Booster Station	Southern Lane, Warwick, NY 10990
1601	Highland Avenue Standpipe	Highland Ave, Warwick, NY 10990
1699	Highland Avenue Standpipe PITO	Highland Ave, Warwick, NY 10990
1701	Hilltop Lane Standpipe	Hilltop Lane, Warwick, NY 10990
1702	Hilltop Lane Water Booster Station	Hilltop Lane, Warwick, NY 10990



BLDG NO	BUILDING NAME	ADDRESS
1799	Hilltop Lane Standpipe PITO	Hilltop Lane, Warwick, NY 10990
1801	Ridgefield Road Standpipe	Ridgefield Rd, Warwick, NY 10990
1899	Ridgefield Road Standpipe PITO	Ridgefield Rd, Warwick, NY 10990
1901	Chelsea Gardens Water Storage Tank	Chelsea Gardens, Warwick, NY 10990
1999	Chelsea Gardens Water Storage Tank PITO	Chelsea Gardens, Warwick, NY 10990
2001	Reservoir 1 Water Storage tank	Black Rock Rd, Warwick, NY 10990
2101	Valley View Road Water Storage Tank	Valley View Rd, Warwick, NY 10990
2199	Valley View Road Water Storage Tank PITO	Valley View Rd, Warwick, NY 10990
2201	WWTP Office Building	River St, Warwick, NY 10990
2202	WWTP Storage Building	River St, Warwick, NY 10990
2203	WWTP Maintenance Building	River St, Warwick, NY 10990
2204	WWTP Chlorine Building	River St, Warwick, NY 10990
2205	WWTP Rapid Sand Filter Building	River St, Warwick, NY 10990
2206	WWTP Blower Building	River St, Warwick, NY 10990
2207	WWTP Sludge Dewatering Building	River St, Warwick, NY 10990
2208	WWTP Pole Building	River St, Warwick, NY 10990
2209	WWTP Influent Chamber	River St, Warwick, NY 10990
2210	WWTP Post Aeration Tank	River St, Warwick, NY 10990
2211	WWTP Primary Holding Tank 1	River St, Warwick, NY 10990
2212	WWTP Primary Holding Tank 2	River St, Warwick, NY 10990
2213	WWTP Thickener Tank	River St, Warwick, NY 10990
2214	WWTP Thickener Lift Station	River St, Warwick, NY 10990
2215	WWTP Chlorine Contact Tank	River St, Warwick, NY 10990
2216	WWTP Primary Settling Tank	River St, Warwick, NY 10990
2217	WWTP Secondary Settling Tank	River St, Warwick, NY 10990
2218	WWTP Rotating Biological Contactor	River St, Warwick, NY 10990
2219	WWTP Secondary Holding Tank 1	River St, Warwick, NY 10990
2220	WWTP Secondary Holding Tank 2	River St, Warwick, NY 10990
2221	WWTP Secondary Holding Tank 3	River St, Warwick, NY 10990
2222	WWTP Secondary Holding Tank 4	River St, Warwick, NY 10990
2223	WWTP RBC Distribution Box	River St, Warwick, NY 10990



BLDG NO	BUILDING NAME	ADDRESS
2224	WWTP Sand Filter Lift Station	River St, Warwick, NY 10990
2299	WWTP PITO	River St, Warwick, NY 10990
2301	Homestead Village Lift Station	Villagegreen Court, Warwick, NY 10990
2399	Homestead Village Lift Station PITO	Villagegreen Court, Warwick, NY 10990
2401	Middle School Lift Station	West St, Warwick, NY 10990
2499	Middle School Lift Station PITO	West St, Warwick, NY 10990
2501	Orchard Street Lift Station	Orchard St, Warwick, NY 10990
2599	Orchard Street Lift Station PITO	Orchard St, Warwick, NY 10990
2601	Robin Brae Drive Lift Station	Robin Brae Drive, Warwick, NY 10990
2701	Microfiltration Plant	1 Memorial Park Drive, Warwick, NY 10990
2801	Warwick Grove Pump Station 1	White Oak Street, Warwick, NY 10990
2901	Warwick Grove Pump Station 2	Mistucky Circle, Warwick, NY 10990
3001	Welcome Center	75 Main St., Warwick, NY 10990
9701	Throughout	77 Main St., Warwick, NY 10990



Industrial Appraisal COMPANY

FORM 311

Corporate Office

Two Gateway Center
603 Stanwix Street, Suite 1450
Pittsburgh, PA 15222
800-245-2718
412-471-2566
Fax: 412-471-1758
www.indappr.com

Please forward a copy of the Appraisal Summary to our Advisor Listed Below:

Advisor's Email:			
	Please indicate if you wish to have a copy forwarded to your advisor electronically each year: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Name:			
Company:			
Address:			
Name of Appraised Property:			
Signature:			
Print Name:		Date:	
Telephone:			
Form 311			