



WICKHAM
WORKS
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2025 IMPACT REPORT



Wonderville at the Fuller Moon Arts Fest

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A MESSAGE FROM THE BOARD CHAIR

I am honored to present our 2025 Impact Report: A reflection of a year marked by creativity, collaboration, and meaningful growth. Looking back, I am filled with such pride at all we have accomplished together. Our dedicated team, passionate artists, and engaged community have made Wickham Works a vibrant hub for the arts and sustainability in Warwick.

This year, we welcomed two outstanding new board members, Emma Curran and Kathy Zintel, whose energy and expertise have already enriched our organization. Their perspectives will help guide us as we continue to expand our impact and deepen our commitment to creative reuse and community building.

In early 2025, after nine years, we refreshed our Wickham Works brand expression with a modernization of our logo and a dynamic new website, making it easier than ever for our community to connect, learn and get involved. These updates reflect our dedication to making art and environmental stewardship accessible to all.

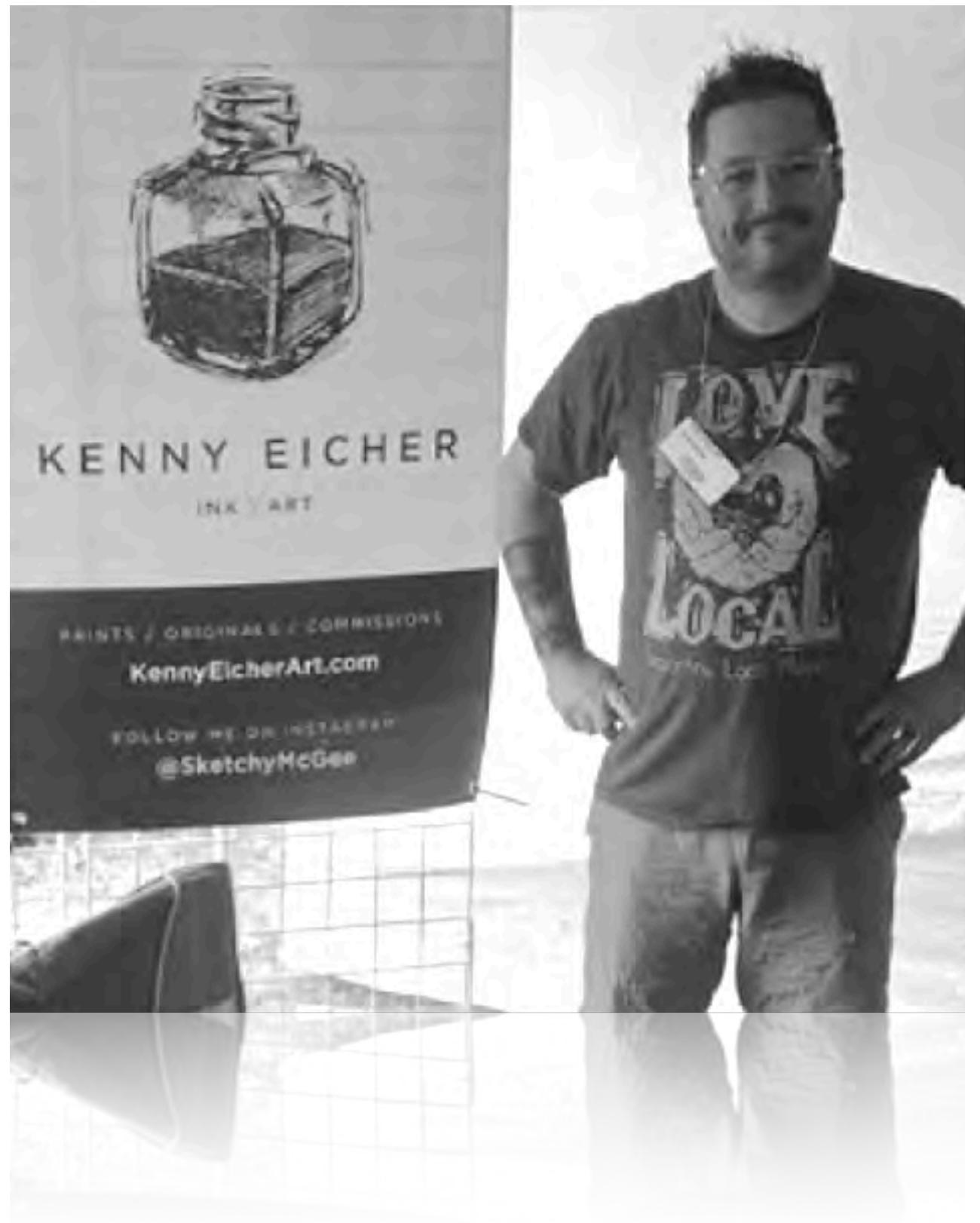
From hosting nearly two dozen events and workshops, to supporting over 40 local artists, to diverting 28 tons of goods from landfills through our Too Good To Toss initiative, Wickham Works continues to be a catalyst for positive change in the Warwick community. Our partnerships with the Village and Town of Warwick, sponsors, volunteers, and local organizations have been essential in bringing our mission to life.

As we look ahead to 2026, I am excited for the future of Wickham Works. With renewed energy and dedicated leadership, we are poised to inspire even greater creativity and connection in the years to come.

Thank you for being a part of our journey.

Kenny Eicher

Chair, Board of Directors
Wickham Works
kennyeicher@wickhamworks.org



A MESSAGE FROM THE CREATIVE DIRECTOR

As Wickham Works entered its 10th year of bringing the Warwick community together through the arts, I found myself reflecting on our mission -

Wickham Works is committed to building community through the arts. With workshops and public events, we bring people of all backgrounds and ages together to connect, learn, collaborate, inspire, and create, while providing artists with opportunities for personal and financial growth and empowerment. The principle of creative reuse is embedded in all our activities, spreading the message of environmental stewardship and renewal by example.

A decade ago these words were aspirational. Today, I see the tangible success of those intentions. They inform everything we do in the name of Wickham Works. Growing organically to fulfill needs within the community, I am proud to say we've built a network of arts and non-arts related groups that supports the health and well-being of Warwick.

A key to the success of our mission has been the close relationship we have with the Warwick Valley Community Center, home of our reuse makerspace. This rich partnership allows us to infuse the arts into the important youth initiatives run by the Center, including their leadership, mental health, and alcohol and drug prevention programs. Nothing brings me more joy than seeing the young adult who I remember as a shy middle schooler taking their first tentative steps into the community, returning from college as a confident, mature leader, eager to share how much those formative experiences with Wickham Works — the Haunted House, the Pride event, the Doc Fry Music Sessions — meant to them.

This was our fifth summer bringing six teaching artists to the children participating in the Dulce Esperanza summer enrichment program, run by the Warwick Area Farmworkers Organization in Pine Island. The kindergartners and first-graders in the very first program are now teen mentors who assist the next generation of budding young artists. This year, more than ever, with external stresses on families in the Latino community, the joy and freedom of expression that art brings felt urgent and important.

The support of the Town and Village of Warwick has been imperative to the success of Wickham Works. The Too Good to Toss event, eagerly awaited by the community each year, would not happen if not for the large tents generously funded by the Town and Village. Their help in underwriting the Treecycle and Arts Festival is tangible evidence of their belief in the role the arts play in making Warwick a vibrant village and town.

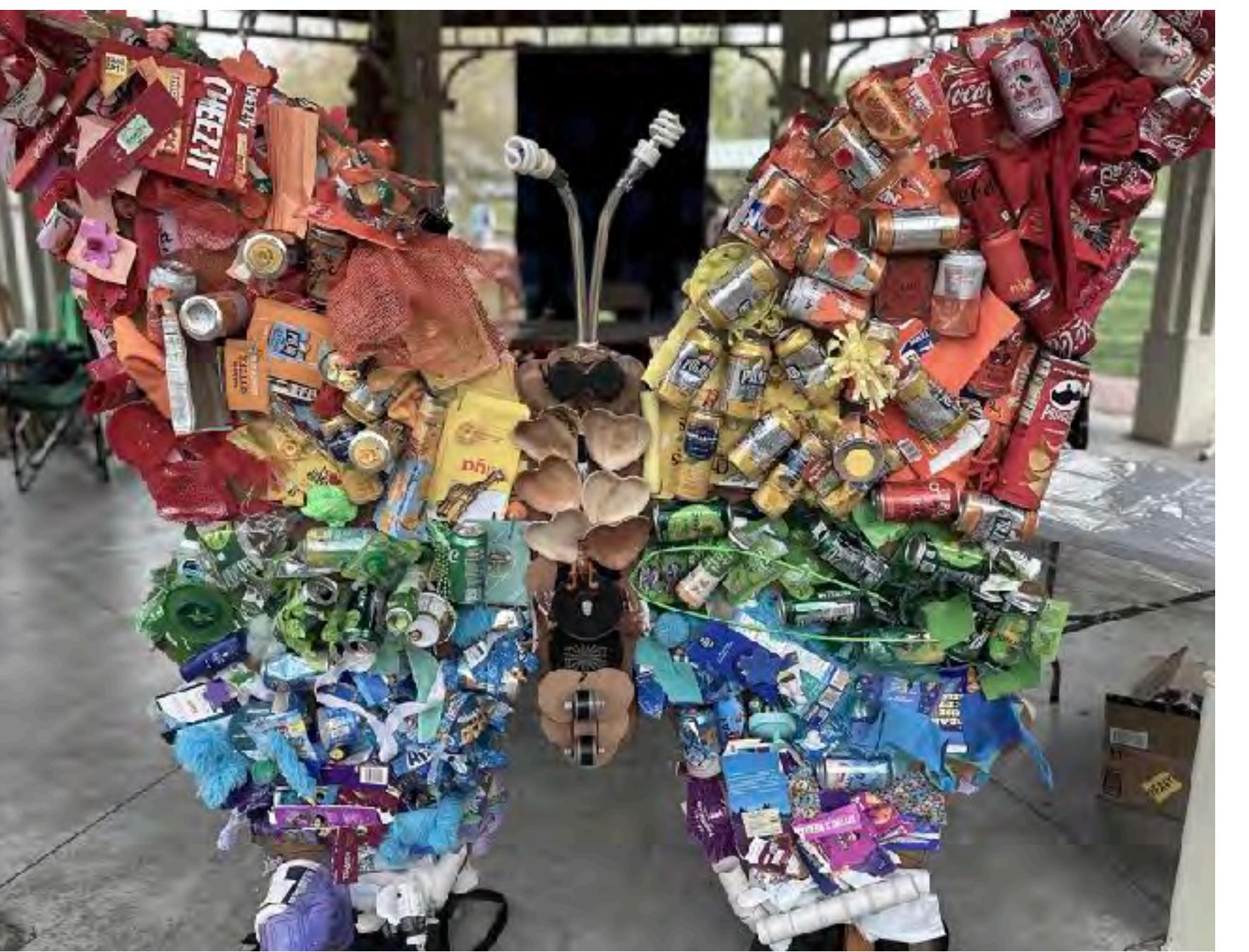
2025 saw a new collaboration between Wickham Works and the Village with a pilot program for a Village Artist in Residence. Local artist Nicole Hixon, with assistance from the Warwick DPW, installed a living sculpture in Stanley-Deming Park, inviting the public to engage with her art — a rewarding experience for all. I'm delighted to report that we will be announcing application details for the 2026 Village of Warwick Artist in Residence in the New Year.

We welcomed new partnerships with local organizations. The number of artists sharing their talents through our workshops and events continues to grow, expanding the range of art experiences we are able to offer the community. Each month new volunteers step up to connect with the community through art and giving back — and so the delicate web of people connected and supported by the arts in Warwick continues to grow.

Melissa Shaw-Smith

Creative Director
Wickham Works
mshawsmith@wickhamworks.org





Scenes from Treecycle 2025

ABOUT WICKHAM WORKS

Wickham Works is a 501(c)(3) non-profit arts organization and makerspace located in Warwick, New York.

Committed to building community through the arts since 2016, Wickham Works brings people of all backgrounds and ages together to connect, learn, collaborate, inspire, and create. Additionally, we provide local creatives with opportunities for personal and financial growth and empowerment. The principle of creative reuse is embedded in all of our activities, workshops and events. Spreading the message of environmental stewardship and renewal by example. [Visit us at wickhamworks.org to learn more.](http://wickhamworks.org)



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Scenes from our Treecycle 2025
Community Mural Project at
Stanley-Deming Park



BOARD OF DIRECTORS



Melissa Shaw-Smith
Creative Director



Kenny Eicher
Director
Board Chair



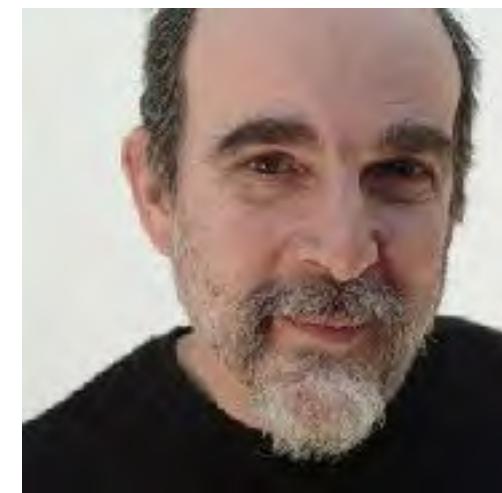
Beth Kalet
Director
Board Vice Chair



Hannelore Chambers
Director
Treasurer



Payton Swenson
Director
Secretary



John F. Simon, Jr.
Director



Emma Curran
Director



Kathy Zintel
Director

ADVISORY BOARD AND TEACHING ARTISTS



Judy Battista



Rachel Berg



Christina Curran LeBar



Nicole Hixon



Beth Laule



Elizabeth Mangum



Karen Rhein



Aliza Schiff



Jenny Torino



Scenes from our
2025 Too Good To Toss
Main Event

TGTT Photo Credit: Dave Erfer

2025 YEAR IN REVIEW

January

- Too Good To Toss Mini: Kids
- Warwick Winter Wiggle Workshop
- January Board Meeting

February

- Treecycle Workshops at WAFO
- Open Door Makerspace

March

- Too Good To Toss Mini: Art & Craft
- Treecycle Workshops at WAFO
- Open Door Makerspace
- March Board Meeting

April

- Treecycle Workshops at WAFO
- Treecycle 2025
- Clothing Swap Fundraiser
- Open Door Makerspace

May

- Too Good To Toss Main Event
- Spring Love Local Makers Market
- Open Door Makerspace
- May Board Meeting

June

- Warwick Pride Parade and Celebration
- Artist-in-Residence: Strawberry Picnic

July

- Dulce Esperanza Summer Art Workshops
- July Board Meeting

August

- Fuller Moon Arts Fest 2025
- Summer Makers Lab

September

- Fall Love Local Makers Market
- Haunted House Workshops
- September Board Meeting

October

- Applefest Carnival
- Haunted House
- Halloween Fundraiser

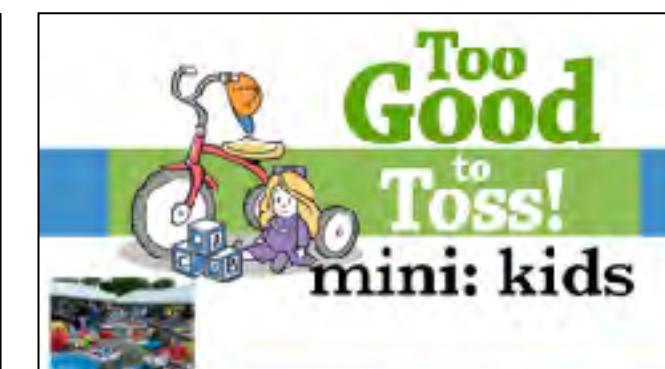
November

- Too Good To Toss Mini: Gifts
- Holiday Love Local Makers Market
- November Board Meeting

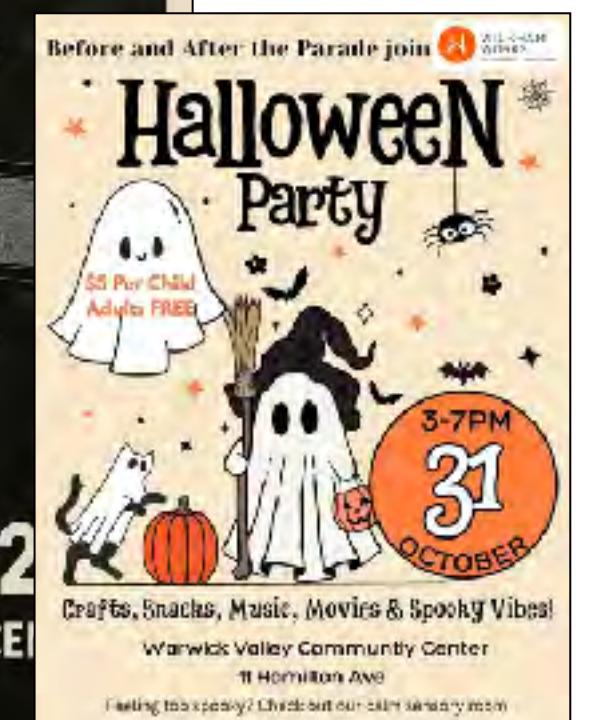


**WICKHAM
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2025 YEAR IN REVIEW



Sat. August 16th, 1-9pm
Mountain Lake Park, Warwick
fullermoonart



BY THE NUMBERS

2025 was a year of creative momentum and meaningful

transformation. Through bold ideas and hands-on collaboration, Wickham Works brought art, sustainability and community engagement to the forefront. This snapshot captures the energy, innovation and purpose that shaped our journey.

In 2025, Wickham Works reached and impacted

7,786 lives

in and around the Town of Warwick with community building and hands-on art-making experiences.



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8 dynamic and creative fundraising events.

9 partnerships that generously sponsored our programs and events.

16 free community art workshops to produce art for Treecycle.

23 fully-produced events in 2025. That's nearly two events every month!

28 tons of goods diverted from landfills via Too Good To Toss (TGTT) initiatives.

40+ artists paid for their time and skill.

350 unique opportunities for dedicated volunteers to get involved.

413 volunteer hours for TGTT initiatives.

1.2k volunteer hours and **70+** volunteers to produce our Haunted House.

2025 INCOME

During this past fiscal year, Wickham Works successfully diversified its revenue streams through grants, fundraising events, and sponsorship contributions. Key highlights include:

- **Grant Funding:** 9 grant applications were submitted, resulting in **\$26,499** in secured funding
- **Fundraising Initiatives:** 8 fundraising events were held, generating **\$11,020** in contributions
- **Sponsorship Support:** 15 sponsor donations were received, totaling **\$20,637.50**

Total Income: Combined income from grants, fundraisers and sponsorships amounted to **\$58,156.50** for the year.

Every dollar contributed to Wickham Works directly supports our workshops and events, funding our operating costs and event production expenses, as well as paying our local artists whose creativity and dedication bring these experiences to life for our community.



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Behind-the-Scenes Magic-Making for the 2025 WVCC Haunted House

PRESS HIGHLIGHTS

Warwick Advertiser

Wickham Works offering free community workshops for Treecycle

Warwick. Materials will be provided, but participants can also bring their own recycled/found objects.



Wickham Works is getting ready for this year's Treecycle event with a series of three workshops at the Warwick Valley Community Center. Everyone is invited to join artists Lisa Cullen and Christina LeBar to create installations for this Earth Day festival. Workshops will be held on Saturday, March 1, 15, and 29 and are free and suitable for all ages. Materials will be provided, but participants are encouraged to bring their own recycled items and found objects. Parents must accompany children under 10. No registration is required, but those looking to attend can text the organizers at 329-222-4930 to let them know you're coming.

Cullen invites participants to elevate the lowly toilet paper tube and help them create a giant snake. She's challenging the community to contribute 1,000 decorated toilet tubes. You don't need to be an artist to let your imagination run wild. Meanwhile, LeBar welcomes participants to create a unique "Community Garden" made entirely from recycled materials and found objects — natural and man-made. Everyone is invited to see their work displayed at Treecycle 2025 on Saturday, April 26 from 1 to 5 p.m. at Stanley Deming Park, Warwick.

Treecycle, produced by Wickham Works, is a free Earth Day event celebrating art, community, and environmental action. It features art installations and activities, live performances, and information booths on local sustainability initiatives in the Warwick Valley. Special treats this year include: the Arm of the Sea Puppet Theater, sponsored by Glenn P. and Susan D. Dickes and the Albert Wisner Public Library; a visit from Mother Nature puppet and friends; and the unveiling of a new mural in the park.

More information on workshops and the festival can be found on Wickham Works' Facebook event pages.

Some things are too good to toss

| 11 MAY 2025 | 06:54

Too Good to Toss, Warwick's favorite Community Swap event returns on May 31 and June 1st, 2025.

Too Good to Toss, a town-wide swap in Warwick, NY, has been keeping perfectly good stuff out of landfills since 2017.

On Saturday, May 31, from 10 a.m. to 4 p.m., we accept donations of household goods that are clean, in good working order, with all their parts. On Sunday June 1, from 10 to 4, everything left over is free. There is no cover charge. The event takes place on the basketball courts at Stanley Deming Park, rain or shine.

Wickham Works event organizer, Payton Swenson, says, "The success of the main Too Good to Toss event has allowed us to expand and offer pop-up events throughout the year. Our TGTT mini Kids Toys & Clothing event in January responded to overwhelming demand. In March we hosted an Arts and Crafts swap, and I'm excited to announce that in time for the holidays, we'll be hosting a TGTT Gift event on Saturday, Nov. 15 at the Warwick Valley Community Center."

For F.A.Q.s and a list of items that cannot be accepted please visit the website: WickhamWorks.Org/TooGoodToToss

Nicole Hixon named artist-in-residence for the Village of Warwick

Warwick. The community is invited to see the artist at work in her temporary studio in Stanley Deming Park over the next month.

STANLEY DEMING PARK / 17 MAR 2025 11:32



The Village of Warwick has announced that artist Nicole Hixon will be part of a new Artist-in-Residence pilot program.

"The village is excited to partner with Wickham Works on an Artist Residence Pilot Program," Mayor Michael Newhard said. "Nicole Hixon is known for her remarkable 'live' sculptures that celebrate nature and the female form."

"The installation in Stanley Deming Park," the mayor added, "will generate excitement, educational opportunities and a centerpiece for the 'Treecycle' event."

'An offering of gratitude'

Hixon, who lives in the Village of Warwick, is a sculpturally based public and installation artist, who strives to foster community and environmental stewardship through her work.

Her temporary sculpture will be made of earth, moss and strawberry plants on a steel frame, to be unveiled at Treecycle 2025, Warwick's Earth Day festival produced by Wickham Works.

"I'm honored to be part of the Village of Warwick's pilot artist-in-residence program and deeply grateful to call this vibrant, generous community home," Hixon said. "The opportunity to collaborate with the Village of Warwick, Wickham Works and the DPW is a privilege, and building 'The Divine Feminine: Feeding Nature' at the park holds special meaning. This living sculpture will stand as an offering of gratitude — inviting the community to nurture and engage with it."

"With strawberries graciously donated by J & A Farms in Pine Island, the piece symbolizes sustenance, generosity and shared growth," Hixon added. "This is my way of giving back — feeding the community not just through art, but through collective care and participation. I hope the community will join us for a strawberry picnic at the end of June, coming together to celebrate, connect and share in the bounty of this living work."

Treecycle 2025: Saturday, April 26

The community is invited to see the artist at work in her temporary studio in Stanley Deming Park over the next month and join her at Treecycle 2025 on Saturday, April 26, from 1 to 5 p.m. (rain date: April 27).

The festival features creative reuse installations, art activities, live performances, Arm-of-the Sea Puppet Theater and information booths on local sustainability initiatives in the Warwick Valley.

This year's Artist-in-Residence program was initiated by Wickham Works with grant funds from the New York State Legislature and administered by Arts Mid-Hudson and supported by the Village of Warwick.

Earth to Warwick: Celebrate Treecycle 2025

Warwick. Treecycle arts festival, on April 26, is a celebration of art, community and environmental action.

ALBERT WISNER PUBLIC LIBRARY / 10 APR 2025 12:19



Wickham Works is gearing up for Treecycle 2025, a free Earth Day arts festival in Stanley Deming Park in the Village of Warwick on Saturday, April 26, 1 to 5 p.m. (rain date April 27).

Treecycle features creative reuse installations, art activities, live performances and information booths on local sustainability initiatives in the Warwick Valley. The festival is suitable for all ages.

Special features this year include the following:

- Arm of the Sea Puppet Theater's "Riparian Rhapsody" (3 p.m.). The show dives into the region's ecology to reveal the intricate interactions between forest and stream and lyrically advocates for protecting streamside buffer zones, with stunning visuals, live music, and a singing bear. Sponsorship is provided by Glenn P. and Susan D. Dickes and the Albert Wisner Public Library.

Teaming up

In preparation for Treecycle, Wickham Works teams up with local schools and community centers. Together, they transform the park with art exhibits created by commissioned artists in community workshops.

This year, artists Lisa Cullen ("Tube Snake Boogie") and Christina LeBar ("Community Garden") created their work with the help of people of all ages and abilities at the Warwick Valley Community Center and Albert Wisner Public Library.

Jenny Torino ("Felting for the Future") and Rachel Berg ("Tree of Life") produced their installations in workshops with teens and pre-teens from the Alamo Sunriver Health Community Center's after-school program run by the Warwick Area Farmworkers Organization.

Elizabeth Laule reached out to local students to help make a piece of community art — "Warwick In/Community/In Warwick" — that will be turned into a new mural for the park.

Artist Karen Decher will introduce a new processional puppet, "Mother Earth."

Nicole Hixon, in her role as this year's Warwick Village Artist-in-Residence, will unveil a temporary large-scale organic sculpture, "The Divine Feminine, Feeding Nature."

Art as a catalyst

Treecycle uses the arts to bring the community together to educate, support sustainability initiatives and raise awareness of threats facing our environment. The festival is also a showcase for local environmental groups such as Sustainable Warwick, Orange County Land Trust and Orange Environment.

Treecycle is produced by Wickham Works with sponsorship from the Village of Warwick and is supported by a grant from the Hudson River Valley National Heritage Area. This project is made possible with funds from the New York State Legislature and administered by Arts Mid-Hudson.

PRESS HIGHLIGHTS

Warwick Advertiser

Pride, music, fun promised

Warwick. Parade starts at the Community Center



Warwick's Pride 2025 event on Sunday, June 8 starts at 11 a.m. with a celebration at the Warwick Valley Community Center, 11 Hamilton Avenue.

There will be free brunch, music, activities, and support tables. At 1:30 p.m. the Pride Parade steps off from the Center led by Funkrust Brass Band, with a special new treat-- the Pride Paw Parade. Prizes for best dressed dogs are sponsored by the Warwick Village Barkery. The parade route is Orchard Street, to Main Street, to High Street and Forester Ave, arriving at the Pavilion at Veterans Memorial Park by 2:30 p.m. for the Pride Show with food trucks and vendors until 5 p.m.

The Community Center has been serving Warwick since 1977 with community enrichment classes, as a venue for concerts and theater performances, and a meeting place for non-profit community groups. It's a safe drug and alcohol free place for teens and young adults, and its youth leadership and prevention programs have served hundreds of children.

"For over a decade the Center has supported youth in the LGBTQ+ community with our leadership programs, and through our collaboration with arts non-profit Wickham Works," says WVCC Director Karen Thomas. "The Pride event is a day to celebrate our communities diversity and inclusion in a family-friendly way."

The Bob and Randi Barlow said they are thrilled to serve as grand marshals of this year's event. The couple founded the TFAST support group in 2015, soon after their son came out as transgender. (TFAST stands for Transgender Family Alliance for Support and Teaching). For a decade, the free monthly group has been a haven for parents, family members and other allies of trans and non-binary people.

"Folks come to TFAST seeking support, information and compassion," explains co-facilitator Randi Barlow, a social worker specializing in gender issues. "And we can help with all that, because we've been in their shoes. We understand the confusion. We understand the fear. But we also understand the potential for happiness and fulfillment."

Notes co-facilitator Bob Barlow, a retired public school teacher: "In addition to our mission of supporting our members and their loved ones, we're also committed to helping people become better informed. So we're especially excited at the prospect of connecting with the public at Pride. Folks have questions; we're here to answer them!"

For more information, details at WarwickValleyCommunityCenter.Org, on FB, or call (845) 986-6422

Fuller Moon Arts Fest

Warwick. Enjoy live dance, a funk fusion band, a great line-up of food trucks and a lakeside bar.



The Fuller Moon Arts Fest celebrates the convergence of performance, art and nature at the magical lakefront setting of Mountain Lake Park, 46 Bowen Road, Warwick on Saturday, Aug. 16, from 1 to 9 p.m. The rain date is set for Sunday, Aug. 17.

Visitors are invited to bring the family and stay all day at Warwick's summer arts festival. Explore "Wonderville," a village of artist-made interactive curiosities, watch wood turning or metal work demonstrations, join in printmaking, collaborative mural-making, creating a community nature mandala workshops and more.

The program is packed with live dance and music performances suitable for all ages. Join a parade of processional puppets, or dance under the stars with the funk fusion band "What?" There will also be a great line-up of food trucks and a lakeside bar.

Festival highlights this year include the spectacular Forces of Nature Dance Theatre youth group FIYAA (Forces Incredible Youth Arts Alliance) from New York City. They will present a new work created for the festival during a week-long artists residency at Mountain Lake Park in collaboration with Warwick Center for the Performing Arts.

Also, Artist Donna Mikkelsen will bring her extraordinary Ambi Arts workshop. In what she calls "Spontaneous Symmetry," Mikkelsen will demonstrate and facilitate guests in using both hands to draw and paint symmetrical radial drawings as a means of self-exploration and collaborative art-making.

Jazz vocalist Gabriele Tranchina will perform Latin, Brazilian and world music with her band, inviting the audience to sing and dance along with them.

Fuller Moon Arts Festival is presented by Wickham Works and the Warwick Center for the Performing Arts. This project is made possible, in part, by the County of Orange and Orange County Tourism, and the generous support of Glenn P. & Susan D. Dickes.

For additional details and ticket information, log onto www.fullermoonartsfest.com.

Haunted house returns to Community Center

Warwick. The annual event has been spooking area visitors since 2016.



Each year, audiences marvel at the haunted house put together by Wickham Works and the Warwick Valley Community Center.

Artist Beth Laule leads this year's production, with a Twilight Zone theme. Performances are Oct. 23, 24 and 25 from 6 to 9 p.m. The Community Center is located at the 11 Hamilton Ave in Warwick.

"We're doing something new this year. You can explore the dimensions of the Twilight Zone, wandering through multiple sets. Each encounter presents you with a story - from the weird, to the creepy, and the terrifying - if you choose," Laule said. "You can pick your own adventure and thrill level with guides along the way to direct you to the experience you want. And you're going to want to spend time in the lobby enjoying the Twilight Zone videos and sets we've made, as well as the crafts and photo ops."

"One of the most exciting things about the Haunted House is the many teen and adult volunteers who join us each year. Students from Warwick Valley Community Center's Youth Advisory Board, Summer Youth Leadership Academy, Gay Straight Alliance, and Youth Task Force participate, and we invite any students ages 11 and up to join us," said producer Melissa Shaw-Smith. "It's a welcoming space for people to have fun, meet new friends, and learn skills. It's also a great way for students to earn community service hours."

Tickets are \$10 if purchased in advance at WarwickValleyCommunityCenter.Org

The last information session for interested volunteers is on Monday, Oct. 13 at 5 p.m. at the Community Center. Anyone (in middle-school and up) interested in volunteering should text VOLUNTEER to (329) 222-4930 for details.

Youth programs at Warwick Valley Community Center are supported by Orange County Youth Bureau, the Village of Warwick, and the Town of Warwick.



Scenes from our 2025 Summer Makers Lab

IMPACT STORY

When I was initially approached about becoming the Village of Warwick's first-ever Artist-in-Residence, I had no idea just how much deeper my roots in this community would grow—not only in strawberries and moss, but in spirit.

Wickham Works has been a guiding force in my artistic journey for years, offering mentorship, encouragement, and genuine community at every turn.

Being welcomed into this residency felt like a natural extension of their collaborate-make-share model—a philosophy that makes art accessible to all and strengthens the creative fabric of our village.

My time as the Village's Artist-in-Residence has been one of the most meaningful chapters of my career. I am profoundly grateful for Wickham Works' belief in me, their unwavering support, and the countless ways they enrich our community. This experience will stay with me always, both as an artist and as a proud Warwick resident.

Nicole Hixon



Divine Feminine: Feeding Nature beginning

Moss, strawberry plants, soil, burlap, wire mesh, pvc, drip irrigation system, pot and tree stump. Approx. 8' tall, 2025. Stanley-Deming Park, Warwick, NY.

IMPACT STORIES

2025 was a banner year for Too Good to Toss — our first full calendar year under the Wickham Works umbrella, and a transformative one.

With the strength of the Wickham Works team behind us, we evolved from a single annual event into a more strategic, year-round effort.

This year we hosted three "mini's", diverting an estimated 20 additional cubic yards of usable materials from the landfill, and secured a permanent location for the Too Good to Toss Free Store, opening in 2026.

The Wickham Works team has been invaluable in strengthening our operations, expanding our programming, and helping bring the joy of reuse to an even wider community.

We can't wait to welcome you into the Free Store this summer.

Payton Swenson

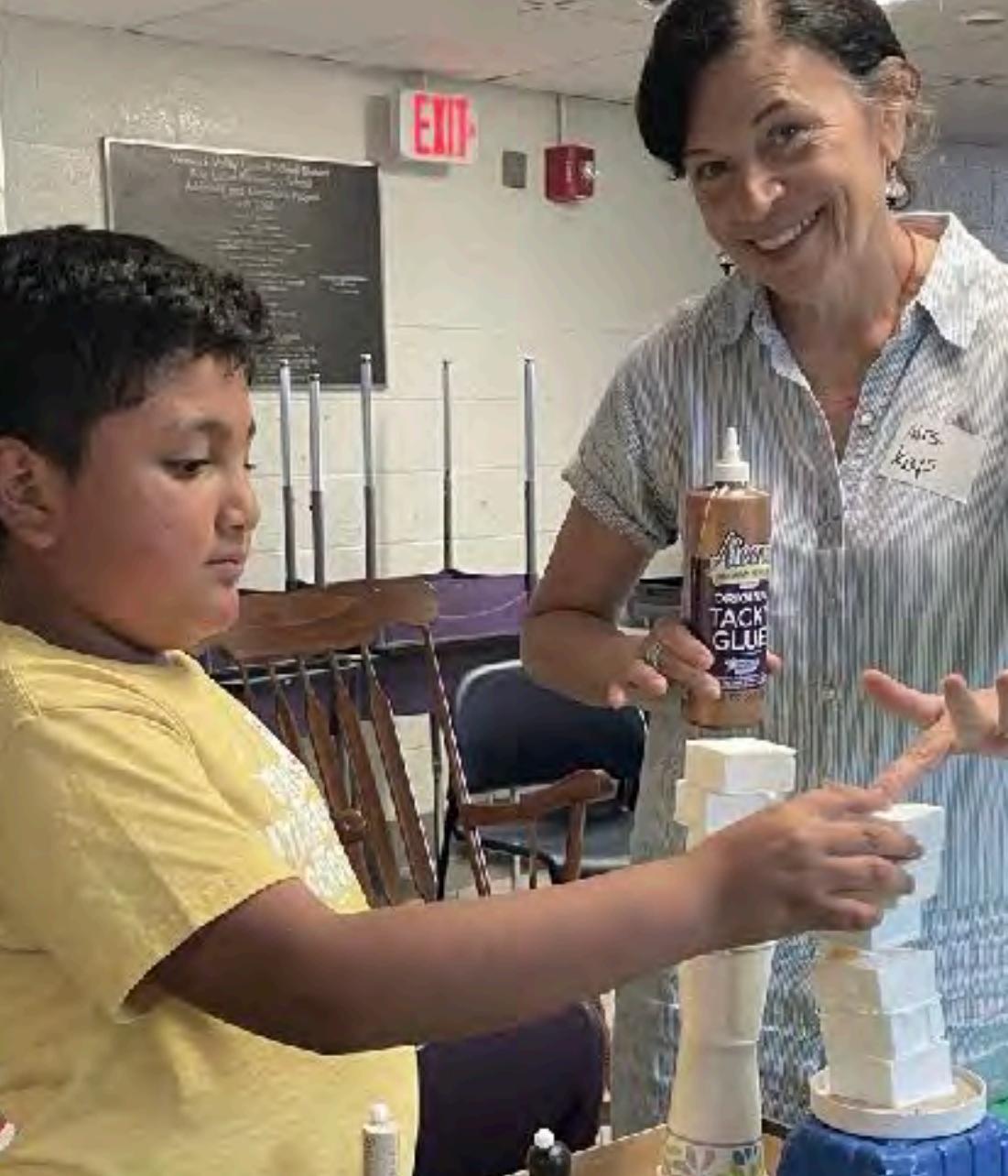
This is the third year I have had a major role in the creation of the Haunted House — a joint production in which Wickham Works coordinates, produces, and installs the art necessary to transform the Warwick Valley Community Center every Halloween.

I spent many weeks working on the show, from inception to performance to strike, and I was witness to a large number of community members interacting with this project in many ways. There were artists who were able to contribute original designs, some in a medium that was new to them. There were people who simply showed up to make art, and were willing to get messy. New and returning performers from previous years. In each of these groups I saw new friendships form while crafting set pieces or acting in a scene together. I saw both kids and adults get the satisfaction of trying something new, and the pride that follows when they realize they did it well. I saw their joy in being involved in a large-group production, and the fun they had putting on a show for others.

Wickham Works is the vehicle by which all of this goodness is delivered and shared.

There is an intense amount of coordination on a project of this scale, and Wickham Works does it all while also making each of these participants feel valued. Each year the Haunted House raises a modest amount of money for the Community Center, but the greater impact is the new skills formed and relationships built by those who participate in the project itself. I am so grateful to be a part of the Wickham Works team, and am already looking forward to next Halloween!

Elizabeth Laule



Scenes from our 2025 Dulce Esperanza Summer Art Program with the Warwick Area Farmworker Organization

2025 SPONSORS

We extend our heartfelt gratitude to the individuals, municipal partners and private organizations whose generous gifts made our key events in 2025 possible. Your support funded impactful creative programming, empowered artists and enriched our community. Thank you for believing in the mission of Wickham Works and for helping bring these experiences to life.

Glenn P. and Susan D. Dickes

Simon Family

Hudson Valley Film Festival

Chambers Family

Fred Rumler

Jenna and Andrew Field

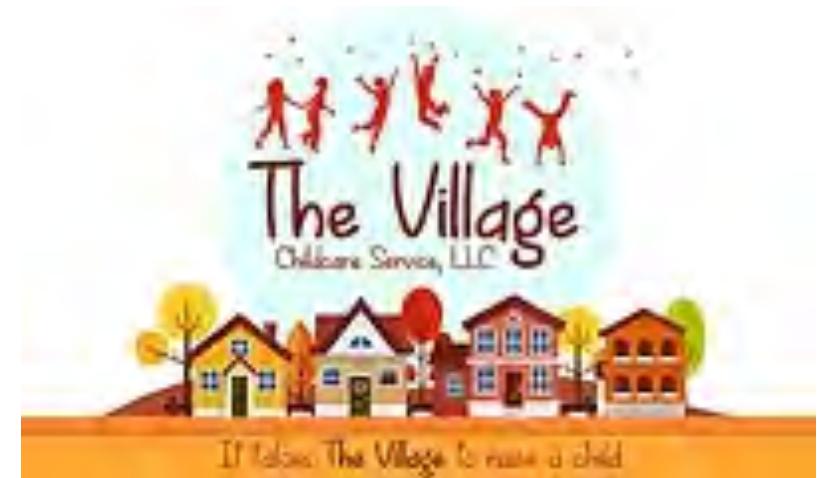
Tom McKnight via Benevity

Michael Helme and Xiao-Tong Gong



WICKHAM
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2025 FUNDERS

The generous funding provided by the organizations featured on this page is essential to sustaining Wickham Works' year-round programming. Their support enables us to offer creative workshops, community events, and educational initiatives that inspire and connect people throughout the year.



Dulce Esperanza Art Workshops & Treecycle: These projects are made possible with funds from the New York State Legislature and administered by Arts Mid-Hudson.



Fuller Moon Arts Festival: This Project is made possible with funds from the County of Orange and Orange County Tourism.



COMMUNITY FOUNDATION
of
ORANGE and SULLIVAN



MAURICE D. HINCHNEY
Hudson River Valley
National Heritage Area



Council on
the Arts

Wickham Works programs are made possible by the New York State Council on the Arts with the support of the Office of the Governor and the New York State Legislature.

WAYS TO GET INVOLVED

Volunteer Your Time

Share your skills and passion—sign up to volunteer at an upcoming Wickham Works event! Whether you're an artist, maker, organizer, or simply eager to help, your time makes a real difference in our community. Join us and be part of something creative, collaborative, and meaningful.

Visit our website and help us make cool stuff for the Warwick community!

wickhamworks.org/get-involved

Donate to Support Wickham Works

Financial support from our community is critical for Wickham Works to continuing bringing art, sustainability, and community engagement to life. Every donation directly funds workshops, events, and local artists. Individuals and companies are also invited to sponsor upcoming events—an impactful way to support our mission while connecting with our vibrant community. Give today and help us continue building a creative, inclusive future together.

wickhamworks.org/donate

Attend an Upcoming Event or Board Meeting

Curious about Wickham Works? Attend any of our events or drop in on a board meeting to see firsthand what we're all about. Experience our creative energy, meet our team, and learn about ways that you can get involved. We'd love to meet you!

Explore our different events and workshops on our website.

wickhamworks.org



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Scenes from the 2025
Haunted House at the
Warwick Valley
Community Center



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Visit us to learn more at wickhamworks.org

Mailing Address

Wickham Works
3 Forester Avenue, Unit 8
Warwick, NY 10990

Makerspace

Warwick Valley Community Center
11 Hamilton Avenue
Warwick, NY 10990





Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

December 23, 2025

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

RECEIVED

DEC 23 2025

VILLAGE OF WARWICK
CLERK'S OFFICE

ATT: MAYOR MICHAEL NEWHARD

RE: SPECIAL USE PERMIT APPLICATION
30 BRADY ROAD
RUTHERFORD PROPERTY
SECTION 218 BLOCK 1 LOT 4
WO# 1803.16

Dear Mayor Newhard and Trustees:

We have reviewed the special use permit application for the proposed residential building at 30 Brady Road, and we provide the following information:

The applicant appeared before the Planning Board at the November 12th, 2025 meeting where the Board declared themselves the lead agency for an unlisted action. Attached hereto is the review letter prepared by our office for that meeting, for which the applicant will still need to address.

The submitted Short Environmental Assessment Form (EAF) should be revised in accordance with the comments received at the Planning Board November 12th meeting.

The applicant should provide the status of review by the Architectural and Historic District Review Board (AHDDB), as this review is required pursuant to §145-161A of the Zoning Code.

Sincerely,
Engineering & Surveying Properties, PC, Village Engineers

Keith Woodruff, CFM, CPESC
Senior Engineer

cc: Ben Gailey, Village Attorney



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924
(845) 457 - 7727
www.EngineeringPropertiesPC.com

November 6, 2025

VILLAGE OF WARWICK PLANNING BOARD
77 MAIN STREET
WARWICK, NY 10990

ATT: JESSE GALLO, CHAIRMAN

RE: 30 BRADY ROAD
RUTHERFORD PROPERTY
SECTION 218 BLOCK 1 LOT 4
WO# 1802.96

Dear Mr. Gallo and Planning Board Members:

We have reviewed the following documents submitted for the Rutherford Property project:

- Application, Checklist & Deed, dated October 21, 2025
- Short Form EAF, dated October 21, 2025
- Site Plans prepared by Friedler Engineering, dated 10/21/25

Introduction:

The proposed action involves the removal of an existing two-story single-family residence and constructing a proposed two-story multi-family residence consisting of four total apartments, along with a parking lot and other associated improvements.

The existing $0.55\pm$ acre property is located within the Village's Residential (R) zoning district, but outside the Village's Historic District. Additionally, no portion of the property is within, or adjacent to, a regulated FEMA Special Flood Hazard Area (SFHA).

Review Comments:

1. The application details the project as a “Multiple Residence” use, but may be better defined as “Apartments”, either use is subject to a Special Use Permit approval from the Village Board of Trustees. Applicant to verify use definition for the proposed action.
2. Applicant to provide a copy of the survey prepared by Schmick Surveying, dated February 15, 2025; for the Planning Board’s records.
3. Question 12b from the Short Form EAF has identified the property as being located in, or adjacent to, an area designated as sensitive for archaeological sites. Applicant to submit project to SHPO for investigation.
4. Applicant to provide architectural plans and elevations of the proposed structure.
5. Pursuant to §145-127.E(8) of the zoning code, *“parking areas shall be screened by a substantial hedge, wall or fence with a height of not less than six and one-half (6-1/2') feet, and approved by the Planning Board.”*
6. A construction detail for the proposed garbage enclosure shall be provided and demonstrate that sufficient screening is provided.
7. Additional information shall be provided for the proposed utilities, including but not limited to: elevations of proposed sewer connections, construction details, etc.
8. Handicap (ADA) accessible parking spaces shall be provided in the parking area.

Sincerely,

Engineering & Surveying Properties, PC, Village Engineers



Keith Woodruff, CFM, CPESC
Senior Engineer

cc: Elizabeth Cassidy, Planning Board Attorney

MEMORANDUM

TO: MAYOR NEWHARD & THE VILLAGE BOARD

FROM: MIKE MOSER DPW SUPERVISOR

SUBJECT: DPW LABORER HIRE

DATE: DECEMBER 29, 2025

Request a motion to hire Jose Diaz to the position of Full Time Laborer at the current Collective Bargaining Agreement rate contingent upon his obtaining CDL within one year of hire. January 6 start date; per the recommendation of DPW Supervisor, Michael Moser.

INTER-MUNICIPAL AGREEMENT

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

WHEREAS, the TOWN OF WARWICK has entered into a contract with Millennium Strategies LLC, whereby, for a period of twelve (12) months, commencing on January 1, 2026, Millennium Strategies will provide grant counseling services on behalf of the TOWN OF WARWICK, the VILLAGE OF WARWICK, the Village of Greenwood Lake, and the Village of Florida, for a flat retainer fee of \$4,000.00 per month, not to exceed \$48,000.00, *per annum*; and

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

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

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

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

1. The VILLAGE OF WARWICK shall pay to the TOWN OF WARWICK the sum of \$5,000.00, as contribution towards the cost of grant counseling services provided by Millennium Strategies LLC, for the period of twelve (12) months, commencing on January 1, 2026.

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

3. The parties acknowledge and agree that this agreement embodies the entire understanding between the parties with respect to its subject matter, and it has been entered into only after independent investigation and without reliance upon any representation or promise not contained herein. The parties specifically disclaim the making of any representations not embodied herein and specifically disclaim reliance thereon any representations, except for those matters set forth in the Agreement that are not contrary or inconsistent with the provisions herein, and those matters shall at all times remain in full force and effect

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

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

TOWN OF WARWICK

By: _____
Jesse Dwyer, Supervisor

VILLAGE OF WARWICK

By: _____
Michael Newhard, Mayor

**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

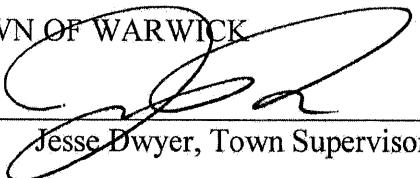
- a. This IMA shall continue in perpetuity unless terminated by mutual agreement of all parties in writing or as described in point 5.

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: _____

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

Interfund Transfer Request

For Board of Trustees Approval - Meeting on 1/5/26

To approve an interfund transfer from Infrastructure reserve funds to Capital Projects Fund - Maple Ave PS Relocation.
Resolution to fund Maple Ave Pump Station project was approved on 4/7/25, resolution attached.

Expenditure Code	Account Description	Reason	Amount
A9950.9 DR. A0522 CR. A0230-A	Interfund Transfer - Capital Projects	Maple Ave PS Relocation	362,149.93

Revenue Code	Account Description	Reason	Amount
H5031 DR. H0200-A CR. H0980	INTERFUND TRANSFERS	Maple Ave PS Relocation	362,149.93

Respectfully submitted,

Sadie Andryshak
Sadie Andryshak

Village Treasurer

Report Date: 12/19/25

Professional Services Agreement

Agreement made the 16th day of December, 2025
between

LaBella Associates, D.P.C.
(“LaBella”)

and

Village of Warwick
(“Client”)

for services related to the following Project:

On-Call Building Code Review Services
(“Project”)

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella’s proposal, P2600795, dated December 16, 2025, in accordance with the terms and conditions of this contract attached as *Exhibit A*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella’s proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella’s services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella's consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella's consultants shall not exceed \$50,000 or LaBella's total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

By: _____

Name _____

Title _____

Date: _____

Village of Warwick

By: _____

Name _____

Title _____

Date: _____

Exhibit A

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

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

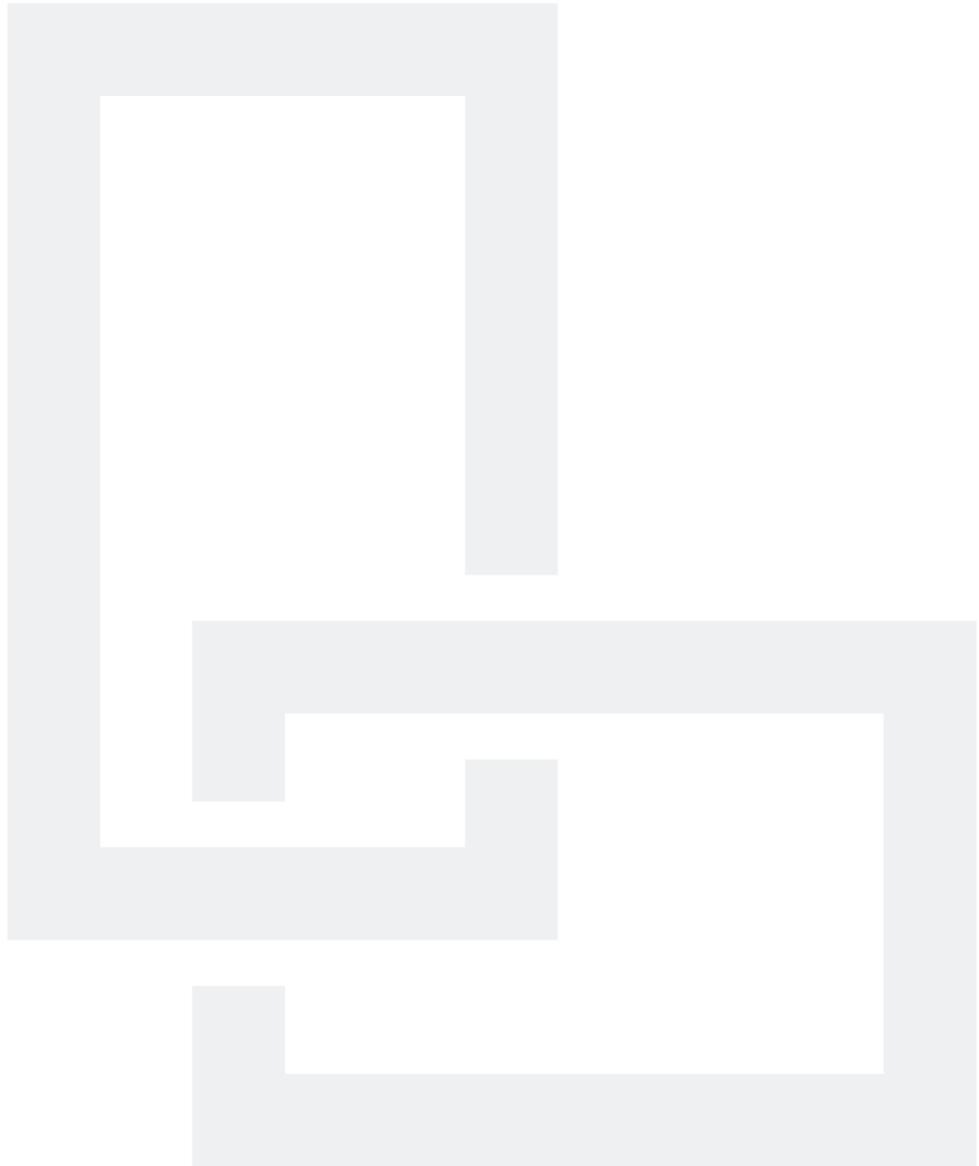
Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Prepared For:

Boris Rudzinski
Building Inspector
Village of Warwick
77 Main Street
PO Box 369
Warwick, NY 10990

Submitted by:

LaBella Associates
1 North Broadway | Suite 803
White Plains, NY 10601



Warwick Commons – Stage 5
Third-Party Building Code Review & Inspections
Building 4 & Clubhouse

DECEMBER 16, 2025

P2600795

December 16, 2025

Boris Rudzinski
Building Inspector
Village of Warwick
77 Main Street
PO Box 369
Warwick, NY 10990
Email: building@villageofwarwick.org

*Re: Professional Services Proposal
Building 4 & Clubhouse
Warwick Commons Stage 5
Third Party Building Code Review & Inspections
Proposal P2600795*

Dear Mr. Rudzinski:

LaBella Associates (LaBella) are pleased to submit this proposal for professional services associated with the building code review for Stage 5 of the Warwick Commons project in the Village of Warwick (Village). LaBella understands that this phase of the project consists of Building 4 (townhomes) and the Clubhouse building. Currently submitted documents, submitted by ADG Architect, are listed below.

- Warwick Commons Stage 5 – Building 4 plan set, 138 pages (A-001 – S-302), dated November 14, 2025
- Building 4 COMchecks, dated December 3, 2026
- Warwick Commons – Clubhouse plan set, 92 pages (A-001 – FP-102), dated December 2, 2025
- Project Manual / Technical Specifications for Warwick Commons – Clubhouse, dated December 2, 2025
- Clubhouse COMchecks, dated October 16, 2025

Scope of Services

Based on the documents provided we offer the following phases of work, which we believe are needed to accomplish your desired objectives. The work schedule and fees associated with these phases are included in the Fee & Time Schedule Summary Table which follows the Scope of Services.

Phase 01 – Building 4 Complete Building Code Compliance Review

Scope – LaBella will complete a building code review of the submitted documents for Building 4. These documents will be reviewed for compliance with the 2020 Building Code of New York State (BCNYS), and other applicable referenced standards, to support the issuance of a building permit by the Village.

Our initial review will not exceed two (2) weeks subject to receipt of all required submittal documents. All subsequent backcheck reviews will not exceed two (2) weeks subject to receipt of all required submittal documents. This task includes our initial code review as well as review of one resubmission by the applicant. Additional reviews and/or changes to the design after our initial review may result in additional fees.

Assumptions – This scope assumes that the Village will provide LaBella with a complete plan submission, consisting of all architectural, energy, structural, civil, and MEP drawings, specifications,



and reports necessary to demonstrate code compliance. Construction documents (1) shall define the scope of the proposed work; (2) shall be of sufficient clarity to indicate the location, nature and extent of the proposed work; (3) shall show in detail that the proposed work will conform to the provisions of the Uniform Code, the Energy Code, and other applicable codes, laws, ordinances, and regulations; (4) shall include all information required by any provision of the Building Code (including but not limited to the information described in Sections BC106.2.2 through BC106.2.8; and (5) shall include any and all additional information and documentation that may be required by the Code Enforcement Program of the Village.

The Village will provide documents associated with site plan approval, including all special conditions.

Scope also assumes that the applicant will provide written responses to all comments as well as provide updated plan sheets necessary to close out all comments. The full project time frame is subject to the applicant's response and completeness of the required submittal documents.

Deliverables – LaBella will prepare a letter report detailing the comments found, including applicable Code references. LaBella can also provide a digital markup of our plan review to the Village and/or applicant, if requested. Once all comments have been resolved and closed, LaBella will issue a final letter that all comments have been satisfied.

Should additional budget be needed to address the comments/information requested or if additional rounds of comments are provided LaBella will submit a Change Order for your review and approval.

Phase 02- Clubhouse Complete Building Code Compliance Review

Scope – LaBella will complete a building code review of the submitted documents for the Clubhouse. These documents will be reviewed for compliance with the 2020 Building Code of New York State (BCNYS), and other applicable referenced standards, to support the issuance of a building permit by the Village.

Our initial review will not exceed two (2) weeks subject to receipt of all required submittal documents. All subsequent backcheck reviews will not exceed two (2) weeks subject to receipt of all required submittal documents. This task includes our initial code review as well as review of one resubmission by the applicant. Additional reviews and/or changes to the design after our initial review may result in additional fees.

Assumptions – This scope assumes that the Village will provide LaBella with a complete plan submission, consisting of all architectural, energy, structural, civil, and MEP drawings, specifications, and reports necessary to demonstrate code compliance. Construction documents (1) shall define the scope of the proposed work; (2) shall be of sufficient clarity to indicate the location, nature and extent of the proposed work; (3) shall show in detail that the proposed work will conform to the provisions of the Uniform Code, the Energy Code, and other applicable codes, laws, ordinances, and regulations; (4) shall include all information required by any provision of the Building Code (including but not limited to the information described in Sections BC106.2.2 through BC106.2.8; and (5) shall include any and all additional information and documentation that may be required by the Code Enforcement Program of the Village.

The Village will provide documents associated with site plan approval, including all special conditions.

Scope also assumes that the applicant will provide written responses to all comments as well as provide updated plan sheets necessary to close out all comments. The full project time frame is subject to the applicant's response and completeness of the required submittal documents.

Deliverables – LaBella will prepare a letter report detailing the comments found, including applicable



Code references. LaBella can also provide a digital markup of our plan review to the Village and/or applicant, if requested. Once all comments have been resolved and closed, LaBella will issue a final letter that all comments have been satisfied.

Should additional budget be needed to address the comments/information requested or if additional rounds of comments are provided LaBella will submit a Change Order for your review and approval.

Substantive Revisions

The Scope of Services provided in this proposal was developed based on information available at the time it was prepared, including the known conditions of the site. In the event of project changes (e.g., additional information becomes available, regulatory agencies require additional studies, the extent of the project or its design, etc.) a Professional Services Change Order will be provided to you. Additionally, Village requested changes to the documents after the originals are submitted to regulatory agencies will constitute a change in services and will also require a Professional Services Change Order.

Professional Services Fee & Time Schedule

LaBella proposes to execute the scope of work outlined in this proposal on a Time and Materials (T&M) basis as outlined in the fee summary table below. The assumptions used to establish these phase budgets are noted above. LaBella will only bill for hours worked and will continue to review project budgets and efforts with the Village throughout the duration of this project.

Invoices will be issued monthly for all services performed during that month and are payable upon receipt. LaBella will make its best effort to complete all of the identified tasks within the overall estimated project budget. It is possible that it will be necessary to exceed these amounts in order to complete the scope of services for the project. We will not exceed the total estimated fee without obtaining written authorization from you.

Estimated Time and Materials phases will be invoiced based on the actual hours incurred. Fees listed for Time and Materials phases, Sub-Consultants, and Reimbursable Expenses are estimates only. LaBella will bill for actual hours and reimbursable expenses incurred. While LaBella will make its best effort to complete each of these phases within the estimated amounts, it is possible that it may be necessary to exceed these amounts in order to complete the scope of services for each phase.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying, and map reproductions, will be tracked under a separate Phase RE00, if needed. LaBella will make its best effort to complete all of the identified phases within the overall estimated project budget. It is possible that it will be necessary to exceed these amounts in order to complete the scope of services for the project. We will not exceed the total estimated fee without obtaining written authorization from you.



Fee & Time Schedule Summary Table

Phases		Fee Estimates	Anticipated Schedule
Phase No.	Phase Description	Time & Materials Estimate	Phase Duration
0100	Building 4 Complete Building Code Compliance Review	\$1,100	2 weeks per review
0200	Clubhouse Complete Building Code Compliance Review	\$2,000	2 weeks per review

Total Estimated Fee Budget = \$3,100

Agreement

We understand that these services will be provided under our existing term agreement with the Village of Port Chester. If the above is acceptable and you would like us to schedule this work, please provide authorization according to contract terms. Please be aware that the projected phase start and completion dates are based upon timely receipt of the signed Agreement, and any other required documents. A delay in returning the necessary documents may require modification of the proposed phase start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

If you have any comments, questions or need additional information, please do not hesitate to contact me at ranic@labellapc.com or this office at (914) 997-8510.

Sincerely,

LaBella Associates



Robert Anic, NYSCEO
Manager, Building Code Services

cc: Ed Larkin, PE, LaBella Associates
Rachel Shaw, LaBella Associates
File



HOURLY RATES

Title	2025 Billing Rate
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BUILDING CODE SERVICES

Vice President, Regional Manager	\$221.51
Architect II	\$212.57
Project Manager, Senior Engineer	\$224.86
Senior Building Code Consultant	\$189.00
Engineer IV	\$186.27
Building Code Consultant III	\$154.44
Technician IV	\$131.27
Building Code Consultant II	\$135.00
Designer III	\$135.00
Building Code Consultant I	\$123.85
Project Coordinator II	\$116.83
Designer III	\$117.88

SITE INSPECTION SERVICES

Vice President, Regional Manager	\$221.51
Project Manager, Senior Engineer	\$224.86
Senior Engineer	\$187.50
Building Code Consultant III	\$154.44
Project Coordinator II	\$116.83
Designer III	\$135.00

DIRECT COSTS

Reimbursable expenses are in addition to personnel charges and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints
- Messenger and express service deliveries
- Travel, tolls, and overnight expenses. Auto use will be charged at IRS standard business mileage rate.
- Maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

SUBCONTRACTORS

Subcontractors work will be billed at actual cost plus 15%.

COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of \$390 per hour, plus direct expenses.

FORENSIC INVESTIGATIONS

Forensic investigations shall be billed at \$550 per hour.

BILLING

Project costs will be billed monthly. Invoices are payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month.

CHANGE ORDER

Order No. 2

Date: 10/07/2025

Name of Project: **VILLAGE OF WARWICK**
WELL #3 WATER TREATMENT PLANT – ELECTRICAL CONTRACT

Owner: **Village of Warwick**

Contractor: Joseph Warren Electrical, LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

1. The disconnect was changed to a fused disconnect to eliminate the main circuit breaker. (\$1,070.00)
2. The generator feeder cables need to be changed from 2 sets of 4/0 in 2" conduit to 3-300 MCM/2 Ø AWG and 1#4 AWG, all copper conductors. (\$1,782.00)
3. Service entrance conductors were 2 sets of 4#4/0 in 2" PVC conduit and will now be 4-600 MCM aluminum in 4" PVC. (\$4,415.00)

JUSTIFICATION:

1. The lead time of the main circuit breaker was excessive, and it was expected to arrive after the completion of all work. A main lug only (MLO) panel and fused disconnect will be provided in order to finish the project in a timely manner.
2. The generator overcurrent device cannot accommodate parallel conductors or aluminum. The generator overcurrent device can only accept single copper conductors.
3. O&R is now requiring that there be no parallel service entrance conductors. A single set of 600MCM conductors are now required for a 400A service.

CHANGE TO CONTRACT PRICE

Project Contingency	\$ <u>20,000.00</u>
Current Project Contingency adjusted by previous Change Order	\$ <u>20,000.00</u>
Contingency Amount due to this Change Order will be decreased by	\$ <u>7,267.00</u>
The new Project Contingency including this Change Order will be	\$ <u>12,733.00</u>

CHANGE TO CONTRACT TIME

The Contract Time will be increased by 0 calendar days.

The date for completion of all work will be January 25, 2026.

APPROVALS REQUIRED

To be effective, this Order must be approved as required by the Supplemental General Conditions.

Requested By: Joseph Warren Electrical, LLC

Recommended By: _____
Engineer

Approved By: _____
Owner

Accepted By: _____
Contractor

Federal Agency Approval (where applicable) _____



FCC Notification for Spectrum Manager Lease Ownership Disclosure Information and Spectrum Lease Agreement (“Agreement”)

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer, coupled with Ownership Disclosure Information required for the FCC lease and Part (2) is a Spectrum Lease Agreement between Sensus as Lessor and Customer as Lessee. Together, these two parts create the Agreement.

The number of pages in this Agreement is indicated below, and Customer represents that it has received, reviewed, and completed the entire Agreement. By their signatures below, the parties agree to the terms and conditions set forth in this Agreement. The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year written below.

Sensus USA Inc. & Sensus Spectrum, LLC (together, “Sensus”)	Customer:
Sensus USA Inc. Signature: _____ Name: <u>Justin Pifer</u> Title: <u>Vice President & Assistant Secretary</u> Date: _____	Signature: _____ Name: _____ Title: _____ Date: _____
Sensus Spectrum, LLC Signature: _____ Name: <u>Justin Pifer</u> Title: <u>Vice President & Assistant Secretary</u> Date: _____	Customer contact person for FCC filings: Name: _____ Phone: _____ Email: _____ Customer FRN: _____ Customer Tax ID: _____

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1	Customer/Lessee Name:		
	Attention To:		Name of Real Party in Interest:
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:	Email:	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2	Company Name:		
	Attention To:		
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:	Email:	

3 Customer/Lessee is a(n) (Select one): Individual Unincorporated Association Trust
 Government Entity Corporation Limited Liability Company General Partnership
 Limited Partnership Limited Liability Partnership Consortium Other _____

4 **FCC Form 602:** FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5 **Customer Tax ID:**

6 **Individual Contact For FCC Matters**
Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.

Name	
Title:	
Email:	Phone:

Ownership Disclosure Information**7**

Customer/Lessee to list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)**8**

1) Is the Customer/Lessee a foreign government or the representative of any foreign government? Yes No

Basic Qualification Information**9**

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Customer/Lessee Certification Statements**10**

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes

5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name:	MI:	Last Name:	Suffix:
Title:		Customer Name:	
Signature:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: SPECTRUM LEASE AGREEMENT

Background

- A. Customer has bought or will buy or use FlexNet equipment manufactured by Sensus;
- B. Sensus is leasing spectrum to Customer to operate the FlexNet equipment;
- C. The spectrum that Sensus is leasing is authorized by Sensus' FCC License(s); and
- D. Sensus is leasing spectrum to Customer in the area where FlexNet equipment will be operated (the "Service Area").

Agreement

- A. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). Customer shall pay the ongoing fees to either Sensus or Sensus' authorized distributor for the use of the Leased Spectrum, as directed by Sensus.
- B. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- C. **Lease Application.** In order to complete the FCC lease application, Customer will:
 - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- D. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
- E. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
- F. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.
- G. **FCC Compliance.** The following FCC requirements apply
 - i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,

- (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
- (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.

- iii. Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.

H. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

I. **Limitation of Liability.** Each parties' liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively, "Causes of Action") shall be limited to direct damages. Neither party shall be liable for any indirect, incidental, special or consequential damages. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. The limitations on liability set forth in this Agreement are fundamental inducements to both parties to enter into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give the maximum protection permitted under law.

[Rest of this page intentionally left blank.]

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