

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



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

VILLAGE OF WARWICK

INCORPORATED 1867

LEGAL NOTICE VILLAGE OF WARWICK

CALL TO ARTISTS – REQUEST FOR QUALIFICATIONS

The Village of Warwick is inviting local and regional artists to submit their qualifications to design and execute temporary public art projects for the Slow Down Warwick campaign. These projects are funded with a federal grant as part of the U.S. Department of Transportation's Safe Streets for All Initiative. The goals of the Slow Down Warwick Demonstration Projects are to test the effectiveness of different roadway painting approaches and other temporary artistic interventions in reducing speeding and crashes.

Ten sites will be selected for the projects, targeting key roadways and intersections prioritized based on injury and crash data. One to three artists will be selected and assigned to sites to create various types of roadways paintings and other temporary projects to alert drivers to the need for increased attention and safer behaviors.

Artists with street mural painting and large-scale design experience and artists who have applied community engagement strategies in the art-making process are encouraged to apply!

Applications are due October 14, 2025.

For full details about the opportunity and for more information on the Slow Down Warwick and the Transportation Safety Action Plan please visit the Village of Warwick's website:
www.villageofwarwickny.gov

BY ORDER OF THE VILLAGE BOARD
Raina Abramson, Village Clerk
Village of Warwick, New York
September 19, 2025

Village of Warwick Fall Leaf Pickup

Now that fall is here the Village of Warwick will begin picking up leaves on November 3. Leaves must be placed at the curb in paper bags. The last pickup will be during the week of **December 8th**. To ensure a final pickup, leaves must be placed at the curb prior to **December 12th**.

Village residents may also bring bagged leaves to the Village Brush Pile, located at the Village of Warwick Department of Public Works site in Veterans Memorial Park, which is open every Saturday and Sunday in **October and November from 12-4pm. Closed Applefest Sunday, October 5.**

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VILLAGE OF WARWICK

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ALL THINGS HALLOWEEN IN THE VILLAGE OF WARWICK

HALLOWEEN PARADE & COSTUME CONTEST

The Village of Warwick Recreation Department and the Warwick Lions Club will be hosting a spooktacular Halloween Costume Parade on Friday, October 31st. Line-up will take place at 4:30 p.m. on High Street. The Parade will start at 5:00 p.m. and proceed down Main Street to Railroad Ave. A Costume Contest with prizes will take place on Railroad Ave.

This years' Costume Contest will include the following categories: Most Original, Scariest, Best Group/Family and Cutest. The contest will be divided into the following age groups: 0-5, 6-9, 10-14, adult and family ensemble.

Refreshments are sponsored by ShopRite of Warwick.

We can't wait to see you in your Halloween best!

VILLAGE RESIDENTS INVITED TO "SCARE THE MAYOR"

Village residents are invited to try their best to Scare the Mayor for the Village's Ninth Annual "Scare the Mayor" Contest. This is a contest for the scariest, most frightful, scream-worthy Halloween decorated house in the Village of Warwick. The contest is free to enter, and Village of Warwick residents are eligible to participate. If your home won first prize the previous year you are ineligible to win first prize this year but can still participate in the contest. To register your house, please call Village Hall at (845) 986-2031 or email clerk@villageofwarwick.org by Monday, October 27, 2025.

On Wednesday, October 29, 2025, starting at 7:00 p.m., all participants will receive a visit from Village of Warwick Mayor, Michael Newhard, and guest judges who will deem the ghouls and ghosts who scare them the most.

First, Second, and Third Prize winners will be posted on the Village's website and earn bragging rights that, "I Scared the Mayor." Additionally, one select home will receive, "The Karl Scheible Award for Exemplary Skill and Thematic Creativity" in honor of late Village of Warwick Planning Board Member, Karl Scheible who created the original 'Haunted House' on Oakland Court. Winners will be announced on Facebook. So, string those purple and orange lights with care, spread cobwebs as far as they can bear, creepy skulls and candy corn too, anything spooky really will do. The Mayor anticipates the delights from all the scary frights, and they look forward to celebrating the best that residents can offer.

**‘WARWICK...IF YOU DARE’
VILLAGE OF WARWICK HALLOWEEN HOUSE
SELF-GUIDED TOUR**

This year the Village of Warwick will be compiling a list of Halloween decorated homes to be shared with the public as a self-guided tour. If you wish to participate, please email Trustee Mary Collura at collura@villageofwarwick.org by Wednesday, October 8th to include your home (address only will be shared). Once completed, maps will be available on the Village’s Facebook and at Village Hall.

HALLOWEEN CURFEW & ROAD CLOSURES

There is a Halloween curfew for all persons under the age of 18 unless accompanied by a parent or guardian on all Village streets and parks and other public areas in the Village of Warwick between the hours of 9:00 p.m. on Thursday, October 30, 2025, to 6:00 a.m., Friday, October 31, 2025, and again on Friday, October 31, 2025, from 9:00 p.m. to 6:00 a.m., Saturday, November 1, 2025.

The Village will once again close off Oakland Court, Welling Avenue, Orchard Street, and Linden Place on Friday, October 31, 2025, from 4:00 p.m. until 9:00 p.m. High Street will also be closed on Friday, October 31, 2025, from 4:00 p.m. to 5:00 p.m. for the parade lineup.

Raina Abramson

From: Michael Newhard
Sent: Wednesday, September 17, 2025 5:09 PM
To: ChristopherB; Raina Abramson
Subject: Fwd: Praise for Water Dept. employee Chris King

[Get Outlook for iOS](#)

From: Allison Meyerson <allierose28@yahoo.com>
Sent: Wednesday, September 17, 2025 1:16:13 PM
To: Tom McKnight <TMcKnight@villageofwarwick.org>; Carly Foster <foster@villageofwarwick.org>; Mary Collura <collura@villageofwarwick.org>; Cheney <Cheney@villageofwarwick.org>; Michael Newhard <mayor@villageofwarwick.org>
Subject: Praise for Water Dept. employee Chris King

Dear Members of the Village Board,

I am writing to commend Chris King of the Warwick Water Department for his outstanding service and dedication.

Recently, our water bill was nearly three times its usual amount. Understandably concerned, I reached out to the Water Department for assistance. Chris came out to my home and went above and beyond in trying to identify the source of the problem. He carefully inspected the house and, when no immediate cause could be found, suggested placing food coloring in the toilet tank to see if it seeped into the bowl.

To my surprise, that simple test revealed the issue — a hidden toilet leak with no obvious signs (no sound, no visible remnants of water). Thanks to Chris's thoroughness and practical advice, we were able to identify the problem and can now fix it.

Chris King is an excellent worker. He was kind, polite, professional, and extremely hardworking throughout the process. His commitment to helping residents and his problem-solving approach deserve recognition and appreciation.

Please extend my gratitude to Chris for his service. Warwick is fortunate to have such dedicated employees serving our community.

Sincerely,

Allison Meyerson

Raina Abramson

From: Michael Newhard
Sent: Tuesday, September 30, 2025 10:06 PM
To: Raina Abramson
Cc: Cheney; Mary Collura; Carly Foster; Tom McKnight
Subject: FW: Chris Bennett

Follow Up Flag: Follow up
Flag Status: Flagged

From: Smith, Jonathan <Jonathan.Smith2@Crothall.com>
Sent: Tuesday, September 30, 2025 7:14 PM
To: Mike Moser <dpwsupervisor@villageofwarwick.org>; Michael Newhard <mayor@villageofwarwick.org>
Cc: ChristopherB <water@villageofwarwick.org>
Subject: Chris Bennett

Greetings,

I wanted to take a moment and share my experiences working with Chris Bennett over the last few months at St. Anthonys Community Hospital. We have been in need of replacing multiple water meters on our campus. Chris has taken the time to come out on multiple occasions to review the scope of work with us to ensure we are comfortable with how the work will be performed. Chris and his team replaced the first meter, and the shutdown went smoothly due to his foresight and coordination.

There were two water main breaks recently that effected our facilities. Chris called us immediately to notify us of what was happening and kept us updated during the process to ensure we had the information we needed for reporting purposes. It was reassuring knowing that Chris and his team were doing everything they could to restore water to the residents in the nursing home.

Chris has been a pleasure to work with, and we look forward to working with him on upcoming projects.

Thank you,



Management

Facilities

Jon Smith | Bench Director | Facilities Management
Jonathan.smith2@crothall.com · M: 315.573.6634

RECEIVED

OCT 01 2025

VILLAGE OF WARWICK
CLERK'S OFFICE

John Peruso
24 Wheeler Ave
Warwick, NY 10990
845-742-9286 · perusoj@gmail.com

Mayor Michael Newhard & Members of the Board of Trustees

Re: Request to place on agenda—consideration of leasable spaces in the municipal lot behind CVS (at corner of Wheeler Ave & Cherry St)

Dear Mayor Newhard and Trustees:

I am a Village resident and the owner of 24 Wheeler on Wheeler Avenue, approximately 80 feet from the municipal parking lot located behind CVS at the corner of Wheeler Avenue and Cherry Street.

It is my understanding that the Village may be considering converting some or all of the spaces in that lot into leasable/permit spaces. I write to express my support for this concept and to respectfully request that a discussion item be placed on the next Board of Trustees meeting agenda (or the earliest available meeting) so the Board can consider parameters for a pilot or permanent program.

From a neighborhood perspective, leasable spaces in this particular lot would:

- Relieve on-street parking congestion for adjacent blocks,
- Improve safety and access for residents and visitors,
- Provide a consistent revenue stream to the Village, and
- Support housing stability by giving landlords/tenants a reliable off-street option.

If the Village proceeds, I would be interested in leasing at least one space for tenant use at my Wheeler Avenue property, and I know other nearby owners are interested as well. I'm happy to participate in the meeting and to work with staff on practical program details (e.g., eligibility, pricing, term lengths, enforcement, snow removal, signage, and ADA compliance). Please let me know the appropriate procedural steps to have this item placed on the agenda, or if there is a specific application or referral needed. I will make myself available to attend and answer any questions.

Thank you for your consideration and for your continued service to our community.

Respectfully,



John Peruso



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B
Goshen, NY 10924

(845) 457 - 7727

www.EngineeringPropertiesPC.com

September 17, 2025

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

ATT: MAYOR MICHAEL NEWHARD

**RE: 15 MAPLE AVENUE, WARWICK, NY
T-MOBILE NORTHEAST
WO# 1803.14**

Dear Mayor Newhard and Village Trustees:

We have reviewed the following documents submitted for the T-Mobile Northeast – 15 Maple Avenue project:

- Application form dated 6/5/2025
- Statement of Compliance dated 08/4/2025
- Full EAF Part 1, dated 07/21/2025
- Radio Frequency (RF) Analysis by PierCon Solutions dated 04/15/2025
- Evaluation of the Radiofrequency Environment in the Vicinity of the Proposed NY10253B Wireless Facility by PierCon Solutions dated 05/14/2025
- Certificate of Liability Insurance dated 6/24/2025
- Equipment Platform Analysis Report by Sinnott Gering & Schmitt Towers, Inc dated 3/15/2024
- Rooftop Structural Analysis Report by Sinnott Gering & Schmitt Towers, Inc dated 3/14/2024
- Plan Set prepared by Ericsson Plano, TX, Revision 2 dated 5/22/2025

Introduction:

T-Mobile Northeast, LLC proposes to modify its equipment at an existing co-located telecommunications facility located on the existing hospital building at 15 Maple Avenue, Warwick, Orange County, New York. The property is owned by St. Anthony Community Hospital and consists of three (3) tax lots (Section 207 Block 1 Lots 2, 3 & 4.2), situated within the Village's Continuing Care Retirement Community (CCRC) zoning district and the Village's designated Historic District. No portion of the property is within a mapped FEMA Floodway or Floodplain.

Wireless Communications are regulated by Special Use Permits within the Village according to Section 145-120.1.

There are currently three (3) co-located telecommunications facilities constructed on the hospital building (AT&T, Verizon & T-Mobile). T-Mobile was granted a Special Use Permit for this facility by the Village Board during the May 16, 2016 Board meeting following a Public Hearing held for the application on the same date. According to Section 145-120.1, "the Special Use Permit granted pursuant to this chapter shall be valid for a period of 5 years measured from the date of final action by the Village Board". Therefore, it is our understanding that the original Special Use Permit expired on May 16, 2021, and a new application is required and has been submitted for review.

Review Comments:

Special Use Permit for Wireless Communications as per Section 145-120.1:

1. The landowner must also sign the application.
2. Provide plans that are signed and sealed by a New York State licensed professional engineer.
3. Provide a written narrative of the need for the wireless telecommunications facility to provide service primarily within the Village.
4. Provide the name and address of person(s) preparing each report.
5. Village Attorney to confirm that the name and address of the property owner, operator and applicant are appropriate and sufficient on the application.
6. Provide all Tax Map parcel numbers for the property on the application and plans.
7. Indicate the zoning district in which the property is located on the Site Plan. Also note that the property is in the Village of Warwick Historic District on the Site Plan and the application.
8. Provide the size of the property on the application.
9. Provide the location of all residential structures within 750 feet of the property boundary lines.
10. Provide the location and uses of all occupied structures within 750 feet of the property boundary lines.
11. Provide the location, size and height of all proposed and existing antennas and all appurtenant structures on the Site Plan.
12. Provide the type, size and location of all proposed and existing landscaping.
13. Provide the number, type and design of the wireless telecommunications facility(s) antenna(s) proposed and the basis for the calculations of the wireless telecommunications facility's capacity to accommodate multiple users.
14. Provide make, model and manufacturer of the wireless facility and antenna(s). Clarify what the table at the top of Sheet A-12 refers to (existing equipment?).
15. Provide a description of the proposed wireless facility and antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting.

16. Provide the frequency, modulation and class of service of radio or other transmitting equipment.
17. Provide the transmission and maximum effective radiated power of the antenna(s).
18. Provide the direction of maximum lobes and associated radiation of the antenna(s).
19. Provide the Applicant's proposed wireless facility maintenance and inspection procedures and related system of record.
20. Provide certification that NEIR levels at the proposed site are within the threshold levels adopted by the FCC.
21. Provide certification that the proposed antenna(s) will not cause interference with existing telecommunications devices. The certifying engineer need not be approved by the Village.
22. Provide a copy of the FCC license applicable for the use of the wireless telecommunications facility.
23. Provide propagation studies of the proposed site and all adjoining proposed or in-service or existing sites. (including other telecommunication carriers)
24. Provide certification that there are no agreements in existence that would limit or preclude the ability of the applicant to share any new wireless telecommunications facility that it constructs.
25. Provide certification that the wireless telecommunications facility and attachments both are designed and constructed ("as built") to meet all county, state and federal structural requirements for loads, including wind and ice.
26. Prior to issuance of a Certificate of Compliance or Certificate of Occupancy the applicant shall post with the Village cash bond or surety for the cost of removal of the tower in the event it should be abandoned or become a hazard or otherwise be subject to removal pursuant to valid exercise of police power of the Village.
27. The applicant shall submit a completed Visual EAF addendum according to Section 145-120.1.I.
28. As necessary, provide a plan for mitigation of the visual impacts which shall include a screening plan and such other methods as the applicant may employ to diminish any adverse visual impact attributable to the proposal.
29. Clearly indicate where any new wires and cables are to be installed or indicate none.
30. Discuss all Noise Suppression materials to be utilized in the design and construction of any appurtenances.
31. Village Board to determine whether Retention of Expert Assistance as per Section 145-120.1.X is warranted.
32. Section 145-120.1.Z states that a Public Hearing is required prior to granting a Special Use permit.
33. Add the Extent and Parameters of Special Use listed in Section 145-120.1.CC on the Site Plan.
34. Payment of Performance Security in accordance with Section 145-120.1.EE.
35. Note on the Site Plan that an Annual NIER Certification is required as detailed in Section 145-120.1.GG.
36. The Certificate of Liability Insurance incorrectly lists the project address as 17 Maple Ave and does not specifically include the Village and its officials, employees and agents as additional insured.

37. Provide Indemnification in accordance with Section 145-120.1.II.
38. Provide proof of notification that was sent to the Town of Warwick in accordance with Section 145-120.1PP.
39. An applicant can request in writing the waiver of application requirements that are inapplicable to their permit application as per Section 145-120.1.NN.

SEQR Process & FEAF Part 1:

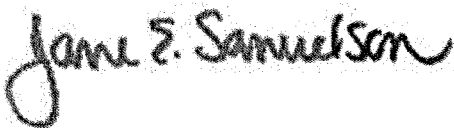
40. The property is within 500 feet of New York State Route 17A/94; therefore, a referral to Orange County Planning Department for a 239 review is required.
41. Revise the Full EAF form as follows:
 - a. Page 1 – Revise the project location to match application form (15 Maple Avenue) in three places
 - b. Page 2 – Change C.1 to “No”
 - c. Page 3 – Complete D.1.b
 - d. Page 3 – Change D.1.c to “Yes”
 - e. Page 4 – Complete D.1.g
 - f. Page 11 – Note “N/A – No ground disturbance” for E.2.e & f
 - g. Page 12 – Indicate whether the Indiana Bat is an endangered or threatened species and confirm there are no USFWS listed species that should be listed under E.2.o

Submitted Reports:

42. Provide an additional Exhibit in the a Radio Frequency (RF) Analysis that incorporates other carrier's wireless telecommunication facilities in the area.
43. Update the site's street address in the Evaluation of the Radiofrequency Environment report by PierCon and provide calculations for RF exposures in the area(s) of the hospital located closest to the telecom equipment. Provide RF exposures calculations based on actual Verizon and AT&T equipment found onsite.
44. Clarify whether the 95.7% and 75.9% stress levels listed respectively in the Equipment Platform Analysis report and the Rooftop Structural Analysis report, indicates that the structural component analyzed is at 95.7% and 75.9% of their allowable limits.

Sincerely,

Engineering & Surveying Properties, PC, Village Engineers



Jane E. Samuelson
Professional Engineer



May 7, 2025

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

Re: Proposal for Consulting Services
NYSDEC Grant Funded Climate Adaptation Plan and Vulnerability Assessment
File: P710.2676

Dear Mayor Newhard:

Barton & Loguidice (B&L) is pleased to provide you with a proposal for the preparation of a **Community Climate Assessment and Climate Adaptation Plan** in response to the Village's recent grant award of \$25,000 to complete actions within the DEC Climate Smart Communities program. The proposed Vulnerability Assessment will assess risks and vulnerabilities associated with local climate hazards and the Adaptation Plan will offer actionable strategies for the Village to adapt to a changing climate. **The deliverables of this proposal are intended to be incorporated as a two-part addendum to the Village's existing Climate Action Plan for Government Operations which was adopted in 2023.** This approach will tie in the Village's existing municipal efforts with the community's needs for climate adaptation and resiliency.

Our understanding of municipal planning builds upon existing knowledge about various state climate initiatives, such as the New York State Climate Leadership and Community Protection Act (CLCPA), Climate Smart Communities (CSC), and our proven track record of developing Federal Emergency Management Agency (FEMA) and New York State Division of Homeland Security and Emergency Services (DHSES) approved hazard mitigation plans. Based on our experience, we believe that having a Climate Vulnerability Assessment and Climate Adaptation Plan will improve the Village's chances of receiving future federal and/or state grant funds from the CSC and CFA funding programs.

Details of our Scope of Service are summarized below:

Task 1: Kickoff & Data Gathering

B&L will begin by researching relevant climate change projections to identify hazards that apply to the Village of Warwick. Our team will conduct a desktop review of publicly available sources such as ClimAID (2014), the NYS 2100 Commission Report (2012), and local studies. Climate hazards considered in this scope are:

- ✓ Increasing temperatures; Increasing frequency and durations of heat waves & droughts
- ✓ Increasing intensity of precipitation (rain/snow/ice/hail)
- ✓ Increasing frequency and severity of urban flooding
- ✓ Increasing frequency and severity of extreme weather events (for example, severe thunderstorms and hurricanes)



B&L's team will prioritize community assets based on their exposure and sensitivity to the climate hazards identified above. Potential impacts from climate hazards will then be applied to four (4) critical assets of the Village which include:

- ✓ Municipal Services (Cooling Centers, Water/ Wastewater Treatment, etc.)
- ✓ Emergency Response (Fire, Police, Hospitals)
- ✓ Food Supply
- ✓ Natural Areas

Analysis and findings from this task will be included in the Climate Vulnerability Assessment. This task assumes (1) virtual Kick-Off meeting and (1) virtual Committee meeting.

Task 2: Community Outreach & Identifying Vulnerable Populations

The B&L team with support of the Village will seek local knowledge on climate hazards via the following public engagement strategies:

1. B&L will support the Village to host (1) public workshop to have conversations about local vulnerabilities, past experiences with hazard events, important community assets, and develop a vision for the community. This public workshop will be conducted by the Village using B&L's "Meeting in a Box" engagement strategy & tools.
2. Additional Community engagement will be conducted via (1) public survey which may include visual aids and maps depicting areas at risk and associated community assets. Community members can identify missing important community assets and provide adaptation strategy recommendations.
3. To create a final vision statement, B&L and the Village will compile public input from the workshop into a draft document that describes the vision for the future and what resilience means to the community.

B&L will identify vulnerable populations and assess how they will be affected by current and future climate hazards listed in Task 1. It is essential to include underrepresented populations who may be at greater risk from climate change impacts. Groups considered in this project scope include black, indigenous, and people of color (BIPOC), immigrants, people who speak English as a second language, low-income residents, the elderly, people with disabilities or chronic health conditions, individuals experiencing homelessness, and youth.

Task 3: Community Climate Vulnerability Assessment (Addendum -1)

B&L will develop a final Technical Memorandum on Climate Vulnerability Assessment findings. This will include the climate hazards and effects considered and an analysis of the risk and vulnerability to community assets identified in Task 1. This task assumes (1) virtual Committee meeting and (1) technical revision by B&L.

Task 4: Final Community Climate Adaptation Plan (Addendum-2)

B&L will develop a final Technical Memorandum on a Community Climate Adaptation Plan. Included in this plan are strategies for the Village to adapt to changing climate conditions and achieve the community's resilience vision. Included in the plan will be strategies from CSC Pledge Element 7 such

Michael Newhard, Mayor
Village of Warwick
May 7, 2025
Page 3



as PE7 Action: Conserve Natural Areas, PE7 Action: Green Infrastructure, PE7 Action: Culverts and Dams, PE7 Action: Nature-based Shorelines, and PE7 Action: Strategic Relocation. These strategies are based on the community's analysis of climate impacts, prioritized assets, and vulnerabilities. The list of strategies will be organized by their estimated timeframes, costs, co-benefits, and will identify lead entities responsible for implementation. This task assumes (1) virtual Committee meeting and (1) technical revision by B&L.

Proposed Schedule

- ☐ Conduct first Committee meeting prior to June 1, 2025
- ☐ Begin Data Gathering prior to June 1, 2025, and to be completed by August 2025
- ☐ Conduct public workshop in August 2025
- ☐ Final Draft Plan and Technical memo delivered to the Village by end of November 2025

Fee Proposal

B&L proposes preparing the Community Climate Vulnerability Assessment and Climate Adaptation Plan for a total lump sum fee of \$46,900. This would include a Village cash contribution over two budget cycles of \$21,900 with \$3,100 of in-kind Village services. Services outside of the defined scope may be completed accompanied by a supplement.

We appreciate this opportunity to assist the Village of Warwick with this effort. If you have any questions or would like to discuss this proposal further, please do not hesitate to contact me or Charmaine John at (518) 218-1801.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is located below the typed name.

Donald H. Fletcher, P.E.
Executive Vice President

Encl. Standard Terms and Conditions

Authorization

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

Michael Newhard, Mayor
Village of Warwick

Date

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

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

1.0 Basic Agreement

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

2.0 General Considerations

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

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

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

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

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

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

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

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

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

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

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

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

3.0 Payment for Services

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

4.0 Additional Services

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

5.0 Dispute Resolution

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

6.0 Accrual of Claims

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

7.0 Controlling Law

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

8.0 Successors, Assigns, and Beneficiaries

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

9.0 Termination

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

10.0 Total Agreement/Severability

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

SECTION 00 63 63

CHANGE ORDER

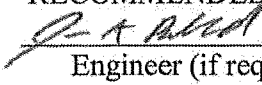
Change Order No. 1

Date of Issuance:	10/2/2025	Effective Date:	10/2/2025
Owner:	Village of Warwick	Owner's Contract No.:	
Contractor:	TAM Enterprises	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	1334.019.001
Project:	Relocation of Maple Avenue Water Booster Station	Contract Name:	1A

The Contract is modified as follows upon execution of this Change Order:

Description: Installation of two (2) 8" insertion valves for the pressure reducing valve along Maple Ave. The contract has a General Field Order Allowance of \$75,000. The additional cost for the two (2) 8' insertion valve totals \$35,276.37. This amount will be taken out of the general field order allowance, therefore, there is no change to the overall contract amount. There is still \$39,723.63 remaining in the General Field Order Allowance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,060,000.00</u>	Original Contract Times: Substantial Completion: <u>October 19, 2025</u> Ready for Final Payment: <u>November 18, 2025</u> days or dates
Change from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0.00</u>	Change from previously approved Change Orders No. 0 to No. 0 : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>1,060,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 19, 2025</u> Ready for Final Payment: <u>November 18, 2025</u>
Increase of this Change Order: \$ <u>0.00</u>	Change of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>1,060,000.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 19, 2025</u> Ready for Final Payment: <u>November 18, 2025</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized)	Contractor (Authorized)
Title: <u>Senior Associate</u>	Title: _____	Title: _____
Date: <u>10/2/2025</u>	Date: _____	Date: _____

10.25
1334.019.001

CHANGE ORDER
00 63 63-1

Change Order



Project Name: Warwick Relocation of Booster Station

Date:

Project Address: Warwick NY

Requestor: Justin Gove Project Manager Tam Enterprises

Description of Proposal:

The installation of 4 Inserta Valves to isolate the project installation so as not to affect the Hospital and surrounding residents water supply while work is performed. The locations had been established at the field meeting with the Mayor, the Water department, the Engineer and Tam. The valves are need because the existing valves cannot be completely closed to allow the necessary work to be performed

Staffing/Equipment/Material	Quantity	Rate
Forman 8hrs \$915.20	4 2	\$3660.80 ^{\$} 1830.40
2 Laborers 8hrs \$1588.32	4 2	\$6353.28 ^{\$} 3,176.64
2 Flaggers 8 \$1515.36	4 2	\$6061.44 ^{\$} 3,030.72
Hydro Excavator 5hrs \$2325.00	4 2	\$9300.00 ^{\$} 4,650.00
Mini Excavator 4hrs \$840.00	4 2	\$3360.00 ^{\$} 1,680.00
Dump truck 4hrs \$400.00	4 2	\$1600.00 ^{\$} 800.00
6 in Inserta Valve \$6426.14	2	\$12852.28
8 in Inserta Valve \$7269.00	2	\$14538.00
Valve service box 184.17	4 2	\$738.68 ^{\$} 369.34
Fill material and material disposal \$300.00	4 2	\$1200.00 ^{\$} 600.00
Overhead and profit 15%		\$8949.67 ^{\$} 4,601.27
Total		\$68614.15 ^{\$} 35,276.37
COST TOTAL		

TAM ENTERPRISES INC.

Signature: 

Date: 9/15/2025

Approving Official

Signature: _____

Date: _____

Attachments:



Manpower & Equipments		Regular Time	Regular Time	Regular Time	OVERTIME	OVERTIME
		Hourly Rate	4 Hr Min	8 Hr Day	Hourly Rate	4 Hr Min
VacCon (\$115.00/hr)	w/ Op.	\$265.00	\$1,060.00	\$2,120.00	\$340.00	\$1,360.00
	w/Op. & Lab.	\$400.00	\$1,600.00	\$3,200.00	\$542.50	\$2,170.00
HydroExcavator (\$180.00/hr)	w/ Op.	\$330.00	\$1,320.00	\$2,640.00	\$405.00	\$1,620.00
	w/ Op. & Lab.	\$465.00	\$1,860.00	\$3,720.00	\$607.50	\$2,430.00
Mechanic/Tool Truck (\$120.00/hr)	w/ Op.	\$270.00	\$1,080.00	\$2,160.00	\$345.00	\$1,380.00
	w/ Op. & Lab.	\$405.00	\$1,620.00	\$3,240.00	\$547.50	\$2,190.00
Camera/TV Truck (\$95.00/hr)	w/ Op.	\$245.00	\$980.00	\$1,960.00	\$320.00	\$1,280.00
	w/ Op. & Lab.	\$380.00	\$1,520.00	\$3,040.00	\$522.50	\$2,090.00
Backhoe (\$55.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$280.00	\$1,120.00
Loader (\$60.00/hr)	w/ Operator	\$210.00	\$840.00	\$1,680.00	\$285.00	\$1,140.00
SkidSteer (\$90.00/hr)	w/ Operator	\$200.00	\$800.00	\$1,600.00	\$275.00	\$1,100.00
Mini Exc. - Bobcat 60, 85 (\$60.00/hr)	w/ Operator	\$210.00	\$840.00	\$1,680.00	\$285.00	\$1,140.00
Excavator- CAT315 (\$70.00/hr)	w/ Operator	\$220.00	\$880.00	\$1,760.00	\$295.00	\$1,180.00
Excavator- PC200 (\$95.00/hr)	w/ Operator	\$245.00	\$980.00	\$1,960.00	\$320.00	\$1,280.00
Excavator- CAT335 (\$160.00/hr)	w/ Operator	\$365.00	\$1,460.00	\$2,920.00	\$467.50	\$1,870.00
Excavator - CAT321 w/ Bucket (\$135/hr)	w/ Operator	\$285.00	\$1,140.00	\$2,280.00	\$360.00	\$1,440.00
Excavator - CAT321 w/ Hammer (\$210/hr)	w/ Operator	\$360.00	\$1,440.00	\$2,880.00	\$435.00	\$1,740.00
Excavator - CAT321 w/ Sheet Pounder (\$225/hr)	w/ Operator	\$375.00	\$1,500.00	\$3,000.00	\$450.00	\$1,800.00
Bulldozer- CAT D-5, JD 650 (\$60.00/hr)	w/ Operator	\$210.00	\$840.00	\$1,680.00	\$285.00	\$1,140.00
Single Axle- Dump Truck (Non P Rate)	w/ Driver	\$100.00	\$400.00	\$800.00	\$150.00	\$600.00
TriAxle- Dump Truck (P Rate)	w/ Driver	\$170.00	\$680.00	\$1,360.00	\$255.00	\$1,020.00
TriAxle- Dump Truck (Non P Rate)	w/ Driver	\$120.00	\$480.00	\$960.00	\$180.00	\$720.00
Roll Off Truck (P rate)	w/ Driver	\$160.00	\$640.00	\$1,280.00	\$240.00	\$960.00
Roll Off Truck (Non P Rate)	w/ Driver	\$120.00	\$480.00	\$960.00	\$180.00	\$720.00
Off Road- Dump Truck		\$75.00	\$300.00	\$600.00	\$112.50	\$450.00
Low Boy	w/ Driver	\$190.00	\$760.00	\$1,520.00	\$285.00	\$1,140.00
Tanker Truck (\$60.00/hr)	w/ Operator	\$210.00	\$840.00	\$1,680.00	\$252.50	\$1,010.00
Sweeper (\$55.00/hr)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$247.50	\$990.00
Paving Roller (\$45 / hour)	w/ Operator	\$195.00	\$780.00	\$1,560.00	\$270.00	\$1,080.00
Paver (\$55/ hour)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$280.00	\$1,120.00
Lull (\$55 / hour)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$280.00	\$1,120.00
Manlift (\$55/ hour)	w/ Operator	\$205.00	\$820.00	\$1,640.00	\$280.00	\$1,120.00
Dirt Roller (\$50 / hour)	w/ Operator	\$200.00	\$800.00	\$1,600.00	\$275.00	\$1,100.00
Control Specialist		\$165.00	\$660.00	\$1,320.00	\$247.50	\$990.00
Mechanic		\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Operator		\$150.00	\$600.00	\$1,200.00	\$225.00	\$900.00
Laborer		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Electrician		\$135.00	\$540.00	\$1,080.00	\$202.50	\$810.00
Welder		\$140.00	\$560.00	\$1,120.00	\$210.00	\$840.00
Foreman		\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
Supervisor		\$165.00	\$660.00	\$1,320.00	\$247.50	\$990.00
Carpenter		\$145.00	\$580.00	\$1,160.00	\$217.50	\$870.00
PickUp Truck w/Fuel Tank		\$50.00	\$200.00	\$400.00	\$50.00	\$200.00
Root Cutter		\$120.00	\$480.00	\$960.00	\$120.00	\$480.00
Diesel Fuel		\$7.00	per gallon			
SERVICE CALLS		Residential	OT	Commercial	OT	
Snake Line, Jet Line, Camera		\$450.00	\$650.00	\$650.00	\$850.00	
		\$175/hr after 1st hr				
DISPOSAL FEE'S						
Sludge			\$.20/gallon + tanker			
Grease			\$.75/gallon + tanker			
Oily Water			\$1.25/gallon + tanker			
Dry Sludge/Grit			\$285.00/ton + roll off/tractor trailer			
Construction Debris			\$175.00/ton + roll off			
DAY RATES						
Dumpster			\$44 + delivery & pickup			
Frac Tank			\$60 + delivery & pickup			
Light Tower			\$185			
Confined Space Entry Trailer			\$975			
Shoring Box			\$500			
Xtra Hose & Laborer			\$1,200			
Road Plate			\$150			
WEEKLY RATES						
Storage Box			\$110			

* 4 Hour Minimum

** 4+ hrs= Full Day



a WIT affiliate

SCHMIDTS WHOLESALE, INC.

150 JEFFERSON STREET
MONTICELLO, NY 12701
WWW.SCHMIDTSWHOLESALE.COM

PRICE QUOTE

Phone 845-794-5900
Fax 845-794-6142

Page 1

Printed 09/11/25 SB

Quoted	Ship To
TAM ENTERPRISES INC 114 HARTLEY ROAD GOSHEN NY 10924 Buyer: JUSTIN GOVE US Tel:845-294-8882 Fax:845-294-8883	TAM ENTERPRISES INC 114 HARTLEY ROAD GOSHEN NY 10924

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q212328	09/09/2025	09/19/2025	0001013			SB
Job ID	Customer Terms				Salesman	
	NET 30 DAYS				HOUSE	

Product	Description	UM	Quant	Unit Price	Extension

* *					

SP*061078	6 INSTA-VALVE O/L FOR DI/CI	EA	2	6426.1373	12852.27
SP*062080	8 INSTA-VALVE 250 O/L FOR	EA	2	7268.9963	14537.99
	DI/CI				
47013165100	I 664S 2-PC SCREW TYPE VALVE	EA	4	184.1667	736.67
	BOX				

X: _____			Sub Total	\$28,126.93	Total
(Accepted by)			Freight	\$0.00	
			Misc Charges	\$0.00	
			Tax Amount	\$2,285.31	
					\$30,412.24

MESSAGE

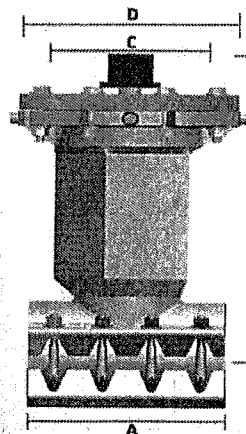
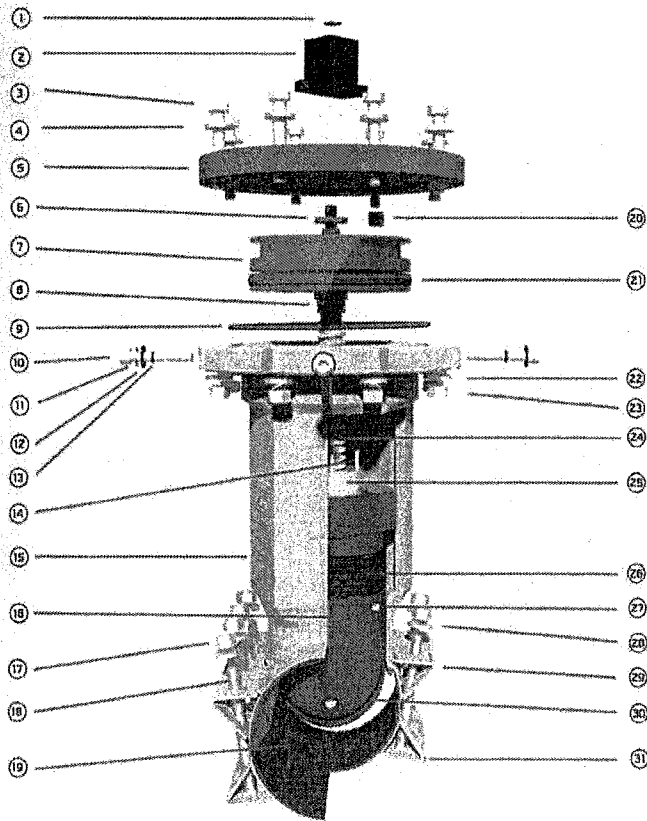
This quote is presented in good faith & accurate at the time of entry. Pricing may change due to cost increases, including tariffs. Schmidt's will notify you of any changes before acceptance.

TERMS

All special order items require a 50% minimum deposit & will be delivered immediately upon receipt of material. Amounts quoted are before all applicable local taxes have been applied.

PRODUCT CUT SHEET

4"-12" Insta-Valve 250



Weights and Dims					
Size	A	B	C	D	Approx. Weight
4"	12"	18.5"	8.4"	13.5"	138 lbs.
6"	12"	21.5"	8.4"	13.5"	173 lbs.
8"	16"	24.5"	8.4"	13.5"	229 lbs.
10"	24"	30"	17"	19"	370 lbs.
12"	24"	33"	17"	19"	425 lbs.

C DIM = CASTING I.D.

Other Specifications	
Valve Body Minimum Test Pressure: 1.5 times system working pressure	
Valve Body Maximum Test Pressure: 375 psi	
Maximum Working Pressure: 250 psi	
Option available to meet "Build America, Buy America Act", "Buy American Act", "Buy America", and "American Iron and Steel" requirements.	
The 4"-12" Insta-Valve 250 is NSF/ANSI Standard 61 and NSF/ANSI Standard 372 to meet the regulatory requirements for the U.S. and Canada, assuring safe use in drinking water systems.	

INSTA-VALVE 250 ASSEMBLY			
ITEM	DESCRIPTION	MATERIAL	QTY
1	OPERATING NUT ATTACHING NUT	304 STAINLESS STEEL*	1
2	OPERATING NUT	STEEL, CAST	1
3	BONNET BOLTS 4"-8"	304 STAINLESS STEEL*	8
3	BONNET BOLTS 10"-12"	304 STAINLESS STEEL*	12
4	BONNET WASHERS 4"-8"	304 STAINLESS STEEL	16
4	BONNET WASHERS 10"-12"	304 STAINLESS STEEL	24
5	BONNET	EPOXY COATED CARBON STEEL	1
6	THRUST WASHER	TEFLON	1
7	COMPLETION PLUG	REINFORCED COMPOSITE POLYMER	1
8	VALVE STEM O-RING	RUBBER, BUNA-N	1
9	FLANGE O-RING 4"-12"	RUBBER, BUNA-N	1
10	COMPLETION PIN 4"-8"	300 SERIES STAINLESS STEEL*	4
10	COMPLETION PIN 10"-12"	300 SERIES STAINLESS STEEL*	6
11	COMPLETION PIN WASHER 4"-8"	304 STAINLESS STEEL	4
11	COMPLETION PIN WASHER 10"-12"	304 STAINLESS STEEL	6
12	COMPLETION PIN WASHER 4"-8"	RUBBER, BUNA-N	4
12	COMPLETION PIN WASHER 10"-12"	RUBBER, BUNA-N	6
13	COMPLETION PIN O-RING 4"-8"	RUBBER, BUNA-N	4
13	COMPLETION PIN O-RING 10"-12"	RUBBER, BUNA-N	6
14	VALVE PIN 4"-12"	STAINLESS STEEL	4
15	IV 250 VALVE BODY	304 STAINLESS STEEL	1
16	IV 250 CARTRIDGE	REINFORCED COMPOSITE POLYMER	1
17	BODY MOUNT NUTS 4"-6"	304 STAINLESS STEEL*	8
17	BODY MOUNT NUTS 8"	304 STAINLESS STEEL*	10
17	BODY MOUNT NUTS 10"-12"	304 STAINLESS STEEL*	14
18	BODY MOUNT CARRIAGE BOLTS 4"-6"	304 STAINLESS STEEL*	8
18	BODY MOUNT CARRIAGE BOLTS 8"	304 STAINLESS STEEL*	10
18	BODY MOUNT CARRIAGE BOLTS 10"-12"	304 STAINLESS STEEL*	14
19	BODY SEALING GASKET	RUBBER, BUNA-N	1
20	CHECK VALVE NPT PLUG	304 STAINLESS STEEL	1
21	COMPLETION PLUG O-RING	RUBBER, BUNA-N	1
22	BONNET WASHERS 4"-8"	304 STAINLESS STEEL	8
22	BONNET WASHERS 10"-12"	304 STAINLESS STEEL	12
23	BONNET NUTS 4"-8"	304 STAINLESS STEEL*	8
23	BONNET NUTS 10"-12"	304 STAINLESS STEEL*	12
24	VALVE STEM	304 STAINLESS STEEL	1
25	STEM COLLAR	NO LEAD BRASS	1
26	CARTRIDGE SEAL	EPDM	1
27	WEDGE BOLT	STAINLESS STEEL 10-8	1
28	BODY MOUNT WASHERS 4"-6"	304 STAINLESS STEEL	8
28	BODY MOUNT WASHERS 8"	304 STAINLESS STEEL	10
28	BODY MOUNT WASHERS 10"-12"	304 STAINLESS STEEL	14
29	MOUNTING BODY -- TOP	304 STAINLESS STEEL	1
30	RESILIENT WEDGE	EPDM	1
31	MOUNTING BODY -- BOTTOM	304 STAINLESS STEEL	1

* Coated to prevent galling.

Proprietary Information: This property of Hydra-Stop shall not be used, reproduced, or distributed without written consent. All design and invention rights are reserved. Covered by United States Patent No. 9,829,141,B2 and United States Patent No. 9,644,779,B2. Additional patents pending. Specifications subject to change without notice.
Publication Date: April 2025

HYDRA-STOP®

Barton & Loguidice

10 Airline Drive, Suite 200., Albany, New York 12203
PHONE: 518-218-1801 FAX: 518-218-1805

SUBMITTALS STATUS:

- ☐ Approved
☒ Approved as Noted
☐ No Action Required
☐ Revise and Resubmit
☐ Not Approved

Approval is only for general conformance with the design concept of the Project and the information given in the Contract Documents. Contractor is responsible for the dimensions to be confirmed and correlated at the job site, information that pertains solely to the fabrication process or to the means, methods and sequences of construction, coordination with the work of all trades, and performing performing all work in a safe and satisfactory manner. Approval does not modify the Contractor's duty to comply with the Contract Documents. The Engineer shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, approvals, and other technical information performed or provided by engineers or other design professionals retained by the Contractor, supplier or manufacturer in preparation of this submittal as required by the Contract Documents.

By: _____ ELP

Date: _____ 7/17/2025

REVIEWER REMARKS:

1. The valve box water cover shall have the word "Water" cast in the water cover, and an arrow with the word "OPEN". The arrow shall point in the valve open direction.

If enclosures are not as noted, kindly notify us at once.

SUBMITTAL REVIEW FORM

DATE RECEIVED:	7/17/2025	DATE RETURNED:	7/17/2025
SPECIFICATION NUMBER:	33 14 19	SUBMITTAL NUMBER:	001
SUBMITTAL TITLE:	Water Valve Box		
B&L PROJECT NUMBER:	1334.019.001		
PROJECT NAME:	(V) Warwick Relocation of the Maple Avenue Water Booster Station		

REVIEWER REMARKS (CONT):

REQUIREMENT:

- ☐ Class 30B
- ☐ Class 35B
- ☐ Ductile Iron



Quality – Service – Commitment – Delivered.

MUNICIPAL VALVE AND SERVICE BOXES

- SIZE RANGE:**
- Adjustable Slip and Screw Type with standard assembled lengths ranging from 15" to 72" (Lengths do not include risers and/or extensions).
- STANDARDS:**
- Manufactured from cast iron in accordance with and meet all applicable terms and provisions as per ASTM A48 standard and will meet the minimum tensile strength requirements.
 - Sigma Valve Boxes when properly installed can be used for projects related to American Association of State and Highway Officials (AASHTO) standards.
- INSTALLATION:**
- Per AWWA M44
- COATING:**
- Black Asphaltic Bituminous paint. Coating thickness of 1 to 2mil is applied on the product.

<p>2 PC SCREW TYPE</p>				<p>2 PC SLIP TYPE</p>				<p>3 PC SCREW TYPE</p>			
Extention Height	Components	2 Pc Screw Type	2 Pc Slip Type	Extention Height	Components	3 Pc Screw Type	Extention Height	Components	Screw Type Service Box		
19-22	10T + 15B	VB261	VB461	27-37	10T + 12B	VB630AA	24-33	15T + 21B	VB791C		
27-37	16T + 24B	VB262	VB462	33-42	10T + 18B	VB630A	30-39	15T + 27B	VB792C		
39-50	16T + 36B	VB264	VB464	39-49	16T + 24B	VB630B	30-42	18T + 27B	VB792D		
39-60	26T + 36B	VB266	VB466B / VB466N*	45-54	16T + 30B	VB630C	36-48	18T + 33B	VB793D		
50-71	26T + 48B	VB267	VB467	51-60	16T + 36B	VB630CC	36-54	24T + 33B	VB793E		
63-81	26T + 60B	VB268	VB468	45-66	26T + 30B	VB630D	42-60	24T + 39B	VB794E		
				51-72	26T + 36B	VB630DD	41-64	30T + 39B	VB795E		
				63-84	26T + 48B	VB630F					
				74-94	26T + 60B	VB630G					
				NOTE: Requires use of base - Above ships with VB6306 base standard - Other sizes available							

** ADD -35 TO ITEM # FOR CLASS 35B GREY IRON REQUIREMENTS / ADD -D FOR DUCTILE IRON REQUIREMENTS

RISERS, EXTENSIONS AND VARIOUS SPECIALLY LETTERED LIDS AVAILABLE FOR ALL ITEMS

700 Goldman Drive
Cream Ridge, NJ 08514
CRMCSR@sigmaco.com

5000 Askins Lane
Houston, TX 77093
HTNCSR@sigmaco.com

4652 E. Guasti Rd
Ontario, CA 91761
ONTCSR@sigmaco.com

21699 Torrence Avenue
Saulk Village, IL 60411
CHICSR@sigmaco.com

Highway 22 West
Alexander City, AL 35010
ALXCSR@sigmaco.com

December 2016 SIGMA Corporation www.sigmaco.com



Office of General Services

Design and Construction
AN ISO 9001:2008 CERTIFIED ORGANIZATION
Division of Cost Management, 39th Floor, Corning Tower
The Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
Phone (518) 473-8940

LABOR RATE WORKSHEET

Project No. _____

Contractor Name: _____		County: <u>Orange</u>	Date: <u>07/01/25</u>
Address: _____			
Telephone Number: _____	Eff. Dates: _____ to _____	Field order # _____	Change order # _____

LABOR RATE BREAKDOWN (For T&M only. Use a separate worksheet for each employee.)		Trade: _____	Flagger
(T&M Only) Item No.: _____	Notes: _____	Union Local No.: _____	825
(T&M Only) Employee Name: _____		REGULAR BASE RATE	PREMIUM TIME BASE RATE
(T&M Only) Social Security No.: _____			Multiplier
			1.5 1.5

A. WAGE RATE PER HOUR				\$45.30	\$45.30	\$67.95	\$67.95
BENEFITS (* identifies benefits paid directly to the Employee.)	*	% per hour	\$ per hour				
Vacation and Holiday			\$5.00	\$5.00		\$7.50	\$7.50
Health and Welfare			\$17.00	\$17.00		\$25.50	\$25.50
Pension			\$6.50	\$6.50		\$9.75	\$9.75
Annuity			\$6.00	\$6.00		\$9.00	\$9.00
Education / Apprentice Training			\$2.00	\$2.00		\$3.00	\$3.00
Supplemental Unemployment			\$1.00	\$1.00		\$1.50	\$1.50
Security Fund							
Industry Fund			\$0.15	\$0.15		\$0.23	\$0.23
Labor Management			\$2.75	\$2.75		\$4.13	\$4.13
B. TOTAL BENEFITS PER HOUR			\$40.40	\$40.40	\$40.40	\$60.61	\$60.61

PAYROLL TAXES AND INSURANCE							
F.I.C.A. / Social Security (up to the maximum required by law)		6.20 %	6.20		\$4.21	\$4.21	
Medicare		1.45 %	1.45		\$0.99	\$0.99	
Federal Unemployment (up to a maximum of \$56.00 per employee per year)		0.008 %	0.01		\$0.01	\$0.01	
State Unemployment (up to 1st \$8,500 of base salary paid per employee per year)		3.80 %	3.80		\$2.58	\$2.58	
Workers' Compensation Code is required: <u>6306</u> OGS <u>6306</u>		7.84 %	7.84		\$3.55	\$3.55	
Disability WC Classification: <u>Sewer Constructi</u>		0.60 %	0.60		\$0.41	\$0.41	
Other _____		%					

C. TOTAL TAXES AND INSURANCE PER HOUR							
<input type="checkbox"/> All benefits are paid directly to	Prem Time	\$67.95	\$67.95	19.90 %			
<input type="checkbox"/> Only benefits identified by * are paid directly to Employee.	Reg Rate	\$45.30	\$45.30	x 19.90 % =	\$9.01	\$9.01	\$11.74
D. TOTAL LABOR RATE	(A + B + C) =				\$94.71	\$94.71	\$140.30



Pittingaro & Doetsch
Consulting Engineers

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

September 15, 2025

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

Re: Warwick Village Well #3 Water Treatment Plant
Electrical Contract Payment Application #2

Dear Mayor Newhard and Trustees:

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

We have reviewed the Application for Payment #2 from Joseph Warren Electrical, LLC for the Warwick Village Well #3 Water Treatment Plant project. As of August 31, 2025, the existing electrical has been demolished, the utility has moved the electrical service, and the generator pad has wire and conduit installed and ready for connection. Materials are stored for the electrical service, generator, and other electrical components.

We recommend the approval of the payment of \$15,580.00. The balance amount to close the project, including retainage, is \$69,400.00.

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

Very truly yours,

Darren D. Doetsch, PE
Vice President

DDD/AB

G:\Shared Drives\Engineering\Warwick (V)\248101 - Well 3 WTP Construction Management\03 - Construction\Pay Apps\EC\Pay App #2\20250912 Letter To Board Pay App 2.Docx

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 1 pages

TO: Village of Warwick
77 Main Street, Warwick,

Well#3 Water Treatment
1648 NY-17A
Warwick, NY

APPLICATION NO.: 1
PERIOD TO: 5/13/2025
PROJECT NOS.: 218101

Distribution to:
Village of Warwick
P & D Engineers

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

VIA ARCHITECT:

CONTRACT DATE: Sep-24

LENDER

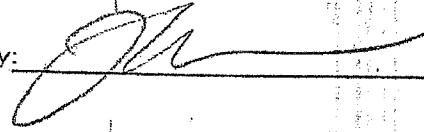
P.O. NUMBER:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR:

By:  Date:

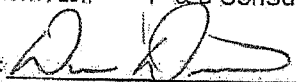
CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 15,580.00

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

ARCHITECT: P & D Consulting Engineers

By:  Date: 9/15/2025

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

1. ORIGINAL CONTRACT SUM..... \$ 99,800.00
2. Net Change By Change Orders..... \$
3. CONTRACT SUM TO DATE..... \$ 99,800.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 32,000.00
(Column G on Form G703)
5. RETAINAGE:
 - a. 5 % of Completed Work..... \$ 1,600.00
(Columns D + E on G703)
 - b. % of Stored Material..... \$
(Column F on G703)
- Total Retainage (Line 5a + 5b or
Total In Column I of G703)..... \$ 1,600.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 30,400.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)..... \$ 14,820.00
8. CURRENT PAYMENT DUE..... \$ 15,580.00
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6)..... \$ 69,400.00

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ <u> </u>	\$ <u> </u>
Total approved this Month	\$ <u> </u>	\$ <u> </u>
TOTALS	\$ <u> </u>	\$ <u> </u>
NET CHANGES by Change Order	\$ <u> </u>	\$ <u> </u>

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of

2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed Certification, is attached.

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

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

APPLICATION NO.: 2.00

APPLICATION DATE: 8/12/2025

PERIOD TO: 8/1/2025

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE (may vary)
			ON PREVIOUS APPLICATION	THIS PERIOD THIS PERIOD					
			(D + E)						
1	Mobilization/ Demobilization	5,500.00	2,750.00			2,750.00	50%	2,750.00	137.50
2	Demo existing electrical service & de	2,500.00	2,500.00			2,500.00	100%	-	125.00
3	Furnish & install a new electrical serv	24,200.00	7,260.00		12,100.00	19,360.00	80%	4,840.00	968.00
4	Furnish & Install interior & exterior lig	7,400.00	0.00			0.00	0%	7,400.00	-
5	Furnish & Install all switches & recept	4,600.00	0.00			0.00	0%	4,600.00	-
6	Furnish & Install 1 400 Amp, 3 phase	5,900.00	0.00			0.00	0%	5,900.00	-
7	Furnish & Install proposed electrical d	7,300.00	0.00			0.00	0%	7,300.00	-
8	Furnish & Install all electrical connect	12,100.00	0.00		1,210.00	1,210.00	10%	10,890.00	60.50
9	Furnish & Install wire & conduit from t	10,300.00	3,090.00		3,090.00	6,180.00	60%	4,120.00	309.00
10	Stated allowance for unforeseen	20,000.00	0.00	0		0.00	0%	20,000.00	-
11						0.00	0%	-	-
12						0.00	0%	-	-
13						0.00	0%	-	-
14						0.00	0%	-	-
15						0.00	0%	-	-
16						0.00	0%	-	-
17						0.00	0%	-	-
18						0.00	0%	-	-
19						0.00	0%	-	-
20						0.00	0%	-	-
21						0.00	0%	-	-
22						0.00	0%	-	-
23						0.00	0%	-	-
24						0.00	0%	-	-
25						0.00	0%	-	-
26						0.00	0%	-	-
TOTAL		99,800.00	15,600.00	0.00	16,400.00	32,000.00	32%	67,800.00	1,600.00

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Name of Claimant: Joseph Warren Electrical, LLC
Name of Customer: Village of Warwick Well #3 Water Treatment
Job Location: 1648 NY - 17A
Owner: Warwick NY 10990
Date Through: Village of Warwick
Aug 1 2025

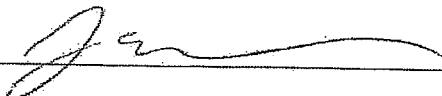
Exceptions: _____

Unconditional Waiver and Release Signature

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

The claimant has received the following progress payment: Application #2

The current payment amount is: \$ 15,580.00

Claimant's Signature: 

Claimant's Title: OWAR

Date of Signature: Aug 12, 2025

Order Acknowledgment

Order #	Order Date	Cust PO / Ref. #
285453	08/18/2025	CAMERON I
Store	Store Phone #	Sales Rep
KBM	(845)343-3200	Kenneth Joyce
Customer Acct #	Job Name	
	WARWICK WELL	
Charge Frt		
No	Ship To	

BROTHERS OF
TOWN
Brothers of Middletown, Inc.
West
NY 10940
343-3200

Bill To
JOSEPH WARREN
ELECTRICAL LLC
WEST LAKE ROAD
WARWICK, NY 10990

14 WEST LAKE ROAD
WARWICK, NY 10990

Catalog Item Description Customer Part Number	Order Qty	UM	Cancel Qty	BO Qty	Cmt Qty	Unit Price	UM	Ext Price
URD 4/0-4/0-4/0-2/0 - COMMODITY CABLES, INC.	200	FT	0	0	200			
URD 4/0-4/0-4/0-2/0 WAKEFOREST CUT								
TS400-200CR1 - NAV-TECH INC	1	EA	0	0	1			
400 AMP TRANS 3 THREE PHASE								
GE325NRA - SIEMENS ENERGY & AUTM INC 69	1	EA	0	0	1			
400A 3P 240V 4W FUSED GD TYPE 3R								
TM400R - MERSEN	3	EA	0	0	3			
60V 400A 3 5/8x2 1/10 TD								
1242ML2400SCU - SIEMENS INDUSTRY INC	1	EA	0	0	1			
0A 3PH EQ LC 42S 42C ML 400A CU BUS								
IRFACE								
1/2" - SOUTHWIRE COMPANY, LLC (TE)	10	EA	0	0	10			
LOCKNUT STEEL 50-PK								
1/2" - SOUTHWIRE COMPANY, LLC (TE)	10	EA	0	0	10			
PLASTIC BUSHING 25-PK								
COUP 300 - IPEX INC	10	EA	0	0	10			
BIN PVC COUPLING SCEPTER								



Pittingaro & Doetsch
Consulting Engineers

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

.....

September 12, 2025

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

Re: Warwick Village Well #3 Water Treatment Plant
General Contract Payment Application #11

Dear Mayor Newhard and Board of Trustees:

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

We have reviewed the Application for Payment #11 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of August 31, 2025, the new building has been completed, 75% of the piping has been installed, the generator has been placed, floor drainage is in place and the cartridge filters have been installed.

We recommend the approval of the payment of \$115,501.45. The balance amount to close the project, including retainage, is \$571,249.39.

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

Very truly yours,

Darren D. Doetsch, PE
Vice President

DDD/AB/lk
Enc.

G:\Shared Drives\Engineering\Warwick (V)\248101 - Well 3 WTP Construction Management\03 - Construction\Pay Apps\GC\Pay App #11\20250912 Letter To Board Pay App 11.Docx

AIA® Document G702® – 1992

Application and Certificate for Payment

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

PROJECT: Village of Warwick - Well #3 WTP

APPLICATION NO: 011

Distribution to:
OWNER: []
ARCHITECT: []
CONTRACTOR: []

PERIOD TO: August 31, 2025

CONTRACT FOR: General Construction

CONTRACT DATE: N/A

PROJECT NOS: 2431 / /

OTHER: []

FROM TAM Enterprises Inc

VIA Pitagaro & Doetsche Consulting Engineers
P.C.
20 Industrial Drive
Middletown, NY 10941

CONTRACTOR: 114 Hartley Rd
Goshen, NY 10924

ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703³, Continuation Sheet, is attached.

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

1. ORIGINAL CONTRACT SUM..... 1,196,000.00

2. NET CHANGE BY CHANGE ORDERS..... 50.00

3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$1,196,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$657,632.22

5. RETAINAGE:

a. 5.00% of Completed Work
(Column D + E on G703: \$619,486.65) = \$30,974.33

b. 5.00% of Stored Material
(Column F on G703: \$38,145.57) = \$1,907.28

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$32,881.61

CONTRACTOR:

By:

State of:

County of:

New Jersey
Bergen

Date:

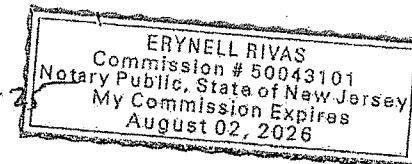
9/11/25

Subscribed and sworn to before
me this 11th

Notary Public:

My Commission expires:

day of Sept, 25



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

\$115,501.45

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

ARCHITECT:

By:

Date:

9/15/2025

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

6. TOTAL EARNED LESS RETAINAGE..... \$624,750.61
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 509,249.16
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$115,501.45

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$571,249.39

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



Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

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

Village of Warwick - Well #3
WTP

APPLICATION NO:

011

APPLICATION DATE:

08-31-2025

PERIOD TO:

August 31, 2025

ARCHITECT'S PROJECT NO:

Pittingaro & Doetsch

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			% (G+C)		
1	Bonds and Insurance	29,900.00	29,900.00	0.00	0.00	29,900.00	100.00%	0.00	1,495.00
2	Submittals	50,700.00	48,165.00	0.00	0.00	48,165.00	95.00%	2,535.00	2,408.25
3	Mobilization/Demobilization	22,183.00	11,091.50	0.00	0.00	11,091.50	50.00%	11,091.50	554.58
4	Demolition of Existing Treatment Building and Well Pump	51,047.00	51,047.00	0.00	0.00	51,047.00	100.00%	0.00	2,552.35
5	Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and all other items specified	267,460.00	240,714.00	26,746.00	0.00	267,460.00	100.00%	0.00	13,373.00
6	Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections by others	140,810.00	0.00	0.00	0.00	0.00	0.00%	140,810.00	0.00
7	Furnish and Install SCADA panel and system.	34,602.00	0.00	0.00	0.00	0.00	0.00%	34,602.00	0.00
8	Furnish and Install UV system and appurtenances.	85,294.00	0.00	0.00	0.00	0.00	0.00%	85,294.00	0.00
9	Furnish and Install an 80-kw natural gas generator with weather enclosure and compatible ATS including natural gas piping. Electrical Connections by others	57,890.00	37,613.00	8,699.00	0.00	46,312.00	80.00%	11,578.00	2,315.60
10	Furnish and Install a chemical injection system	26,275.00	25,555.60	0.00	0.00	25,555.60	97.26%	719.40	1,277.78
11	Furnish and Install cartridge filter housings	86,198.00	64,648.50	12,929.70	0.00	77,578.20	90.00%	8,619.80	3,878.91
12	Furnish and Install a flow-meter turbidity analyzer	101,585.00	0.00	0.00	38,145.57	38,145.57	37.55%	63,439.43	1,907.28

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	chloriner esidual analyzers chart recorders pressure gauges a pressure transmitter and all other instrumentation specified								
13	Furnish and Install a mini split system electrical unit heaters and an exhaust fan and louver.	23,953.00	0.00	0.00	0.00	0.00	0.00%	23,953.00	0.00
14	Furnish and Install a ductile iron pipe and fittings.	64,354.00	16,088.50	32,177.00	0.00	48,265.50	75.00%	16,088.50	2,413.28
15	Furnish and Install a shower and eyewash station combination unit	6,190.00	0.00	0.00	0.00	0.00	0.00%	6,190.00	0.00
16	Furnish and Install ADA compliant bathroom	12,176.00	0.00	0.00	0.00	0.00	0.00%	12,176.00	0.00
17	Furnish and Install all water supply piping and drainage piping	7,208.00	0.00	2,883.20	0.00	2,883.20	40.00%	4,324.80	144.16
18	Start-up	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00	0.00
19	Punch List	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00	0.00
20	Close out	7,475.00	0.00	0.00	0.00	0.00	0.00%	7,475.00	0.00
21	Stated Allowance for Unforeseen Items	100,000.00	11,228.65	0.00	0.00	11,228.65	11.23%	88,771.35	561.43
22	CO#1 Excavation Existing Valves (7,050.70)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
23	CO#2 Labor and Materials Reinforce and pour footing 24x10 Basement Wall (4,177.95)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	1,196,000.00	536,051.75	83,434.90	38,145.57	657,632.22	54.99%	538,367.78	32,881.62

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

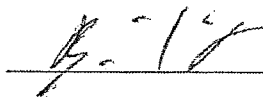
Name of Claimant: TAM Enterprises, Inc
Name of Customer: TAM Enterprises, Inc
Job Location: Well #3 WTP
Owner: Village of Warwick
Date Through: August 31, 2025
Exceptions:

Unconditional Waiver and Release Signature

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

The claimant has received the following progress payment: \$509,249.16

The current payment amount is: \$115,501.45

Claimant's Signature: 
Claimant's Title: Vice President
Date of Signature: 9/11/20

BLAKE 305-BE PINE ISLAND
EQUIPMENT 76 Skinner Lane
Pine Island, NY 10969

Remit To: **BLAKE EQUIPMENT**
PO BOX 403538
ATLANTA, GA 30384-3538

Invoice

Ship Whse	Invoice Date	Order Number
305	2025-01-08	305023941-00
Placed By	PO Number	
	2543914	

Cust # 30500041

Ship To: **TAM ENTERPRISES INC**
114 HARTLEY RD
GOSHEN, NY 10924-6511

Bill To: **TAM ENTERPRISES INC**
114 HARTLEY RD
GOSHEN, NY 10924-6511

Instructions	Shipped	For questions about this order, contact:	
	2025-01-08	THOMAS KELLY JR 800-914-0099	
Ex Works Ship Point	Via	Freight Terms Description	
BE PINE ISLAND			
Reference	Terms	Due Date	Discount Date
	2ND EOM	2025-03-31	N/A

Ln #	Product And Description	Quantity Ordered	Quantity Shipped	Quantity Backordered	Qty UM	Unit Price	Discount Multiplier	Amount (Net)
1	8572700 CL17C COLORMATIC CHLORINE ANALYZER	2	2	0	EACH	4,535.900	.00	9,071.80
2	WRTUPGCL17C WARRANTY AND 1 DAY START UP FOR CL17C ANALYZER	2	2	0	EACH	995.000	.00	1,990.00
3	LXV525.99A11501 SC4500 CONTROLLER	2	2	0	EACH	2,398.000	.00	4,796.00
4	WRTUPGSC4500 STARTUP / WARRANTY SC4500	2	2	0	EACH	335.000	.00	670.00

Sub Total 16,527.80
Total 16,527.80

Subject to the Terms and Warranty Information At: <http://www.blakeequip.com/documents/TERMSANDCONDITIONS.pdf>

Print Time: 01/09/25 02:00:55 am

Customer Copy

Page: 1 of 1

MILLER ENERGY INC.

3200 South Clinton Ave.
South Plainfield, NJ 07080
TEL: (908) 755-6700
FAX (908) 755-0312

INVOICE SINV1045348

DATE 3/21/2025

PAGE 1

BILL TO:

TAM Enterprises
114 Hartley Road
Goshen, NY 10924
ATTN: Andy Betcher
PHONE:

SHIP TO:

TAM Enterprises
114 Hartley Road
Goshen, NY 10924
ATTN: Warwick Well #3 WTP Drive
PO NO: 2543945

OUR ORDER NUMBER	PURCHASE ORDER	TERMS	SHIP DATE	FOB
S1044609	2543945	NET 30	3/20/2025	Ex Works; Shipping Point

LINE	QTY SHIP	QTY B/O	DESCRIPTION	SHIP VIA TRACKING #	Unit Price	Total Price
1	1	0	ABB Inc. Part No. ACQ580-01-114A-2 Variable Frequency Drive, 40HP, 240V, 3 Phase 240 Vac 3-Phase 60Hz, 40 Hp 114 Full Load Amps Normal Duty, NEMA 1 R5 Frame Size 28.8"h x 8.0"w x 11.6"d 63 lbs	FEDEX	\$5,785.96	\$5,785.96

REMIT PAYMENT TO:

Miller Energy Inc
3200 South Clinton Ave.
South Plainfield, NJ 07080

SALE AMOUNT	\$5,785.96
FREIGHT	\$114.24
SALES TAX	\$0.00
Total USD:	\$5,900.20

www.millerenergy.com

North East
TECHNICAL SALES, INC.171 RUTH ROAD
HARLEYSVILLE, PA 19438
PHONE (215) 513-1000
FAX (215) 513-2155Invoice # **53950**
DATE **2/13/2025***When you need measurement, analysis or control*

ORDER NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
2544041	2/12/2025	Best Way Ground	Shipping point	Net 30 Days

Bill To: TAM Enterprises
accountspayable@tamentrprises.comShip To: TAM Enterprises
114 Hartley Road
Goshen, NY 10924

ITEM	QTY	DESCRIPTION	UNIT Price	Total
1	2	6134684 PTV 1000 Process Turbidimeter with Flow Indicator & Bluetooth; White Light	\$4,510.00	\$9,020.00
2	2	19806-056 Assembly, Fluidics Manifold	\$309.70	\$619.40
3	2	19806-087 Rotometer, 25 to 100 mL/min	\$140.00	\$280.00
4	2	19806-088 Panel, Instrument and Sample Management	\$241.50	\$483.00

*** SHIPPING & HANDLING \$138.54

*** TOTAL INVOICE \$10,540.94

UPS 1Z8E82Y30341720049

We are authorized to collect sales and use taxes only in PA, NJ, MD, and VA.
For shipments to other states, purchaser is responsible for payment of all applicable taxes.

NEW REMIT TO ADDRESS FOR CHECKSNorth East Technical Sales LLC
PO BOX 641213
Pittsburgh, PA 15264-1213



171 RUTH ROAD
HARLEYSVILLE, PA 19438
PHONE (215) 513-1000
FAX (215) 513-2155

Invoice # **54015**
DATE **2/20/2025**

When you need measurement, analysis or control

ORDER NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
2544041	2/18/2025	Best Way Ground	Shipping point	Net 30 Days

Bill To: TAM Enterprises
accountspayable@tamenterprises.com

Ship To: TAM Enterprises
114 Hartley Road
Goshen, NY 10924

ITEM	QTY	DESCRIPTION	UNIT Price	Total
1	1	LF654JM1BNCAAF Toshiba Electromagnetic Flow Meter LF654 Series Remote Type • 4 Inch ANSI 150 Flange • NSF Approved Polyurethane Liner • 316 Stainless Steel Electrodes • 316 Stainless Steel Grounding Rings	\$2,685.00	\$2,685.00
2	1	LF622FBC211E Remote Converter • Hart 100 ~ 240 VAC	\$1,810.00	\$1,810.00
3	20	CABLE 2AT & CABLE 3AT Signal Cable & Excitation Cable	\$6.40	\$128.00
4	1	EMFPOTTINGKITH Field Potting Kit	\$320.00	\$320.00

*** SHIPPING & HANDLING \$233.63

*** TOTAL INVOICE \$5,176.63

We are authorized to collect sales and use taxes only in PA, NJ, MD, and VA.
For shipments to other states, purchaser is responsible for payment of all applicable taxes.

NEW REMIT TO ADDRESS FOR CHECKS

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and are made on the terms and by the parties listed below
and relates to the project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK (“DASNY”):**

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

Village of Warwick
77 Main Street
PO Box 369
Warwick, New York 10990
Contact: Michael Newhard
Phone: (845) 986-2031
Email: mayor@villageofwarwick.org

THE PROJECT:

Purchase and Installation of Streetlights
throughout the Village

PROJECT LOCATION(S):

Village of Warwick

ADDRESS:

Various, Warwick, 10990

GRANT AMOUNT:

\$100,000.00

FUNDING SOURCE:

Community Resiliency, Economic
Sustainability, and Technology
Program(“CREST”)

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

11/12/2024

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 27824
Grantee ID: 1156
FMS#: 135107

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the CREST Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the CREST Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (<https://www.sfs.ny.gov/>) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the CREST Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (<https://www.sfs.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. Sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion, unless as previously disclosed to DASNY as an attachment to Grantee Certification;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
 - v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the CREST Program to DASNY.

Village of Warwick
Purchase and Installation of Streetlights throughout the Village
Project ID: 27824

This agreement is entered into as of the latest date written below:

GRANTEE: Village of Warwick

DocuSigned by:
Michael Newhard
1D964A9E705B46B...
(Signature of Grantee Authorized Officer)

Michael Newhard Mayor
(Printed Name and Title)

Date: 10/1/2025

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date:

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	FINAL LEGAL REVIEW
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:
DATE:	DATE:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

Village of Warwick
Purchase and Installation of Streetlights throughout the Village
Project ID: 27824

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity / Sponsor	Other Sources	
Project Description*	Start	End	Amount	Amount	Amount	
Purchase and Installation of Streetlights throughout the Village	11/12/2024	06/01/2025	\$100,000.00	\$100,457.00	\$0.00	\$200,457.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Purchase and Installation of Streetlights throughout the Village
Project ID: 27824*

Ladies and Gentlemen:

I have acted as counsel to Village of Warwick (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Approved – Legal Opinion attached


***Instructions – Grantee's Attorney will choose appropriate response. If "**Approved as to form**" is checked, the Attorney will DocuSign form. If "**Approved – Legal Opinion attached**" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
	4/1/2025

Grant Programs Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): Village of Warwick
2. Federal Employer ID No. (FEIN): 14-6002491
3. Website Address: villageofwarwick.org
4. Business E-mail Address: mayor@villageofwarwick.org
5. Principal Place of Business Address: 77 Main Street
6. Telephone Number: 845-986-2031
7. Type of Entity (Please select appropriate response):
 - a) ☒ Municipality
 - b) ☐ Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.
2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No ☒

If answer is "Yes", Please explain:

2. As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project? Yes No ☒

If answer is "Yes", Please explain why vendor selection was a condition of receiving a Grant:

3. Does the Grantee have a conflict of interest (COI) policy? Yes ☒ No

a) If “**No**” Grantee does not have a COI policy, please explain why Grantee does not have a COI policy, and/or what Grantee has in lieu of COI policy.

b) If “**Yes**” Grantee does have a COI policy or similar policy as described above, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee’s COI policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee have a conflict of interest (COI) policy?

Yes ☒ No

If answer is “**No**” to 3b, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee’s equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No ☒

If the answer is “**Yes**”, please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.
- Yes ☒ No
- Yes No

If the answer is **"No"**, will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant- Funded Project?

If the answer is **"No"**, please explain:

1. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:
- a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No ☒
 - b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No ☒
 - c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No ☒
 - d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No ☒
 - e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No ☒
 - f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No ☒

g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency?	Yes	No	x
h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct?	Yes	No	x
i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?	Yes	No	x
j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation?	Yes	No	x
k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee?	Yes	No	x
l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes	No	x
m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?	Yes	No	x
n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:			
- Unemployment insurance or workers' compensation coverage or claim requirements	Yes	No	x
- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?	Yes	No	x

For each “Yes” answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, Yes No ☒ or Federal entity that has made a formal request for information?

If the answer is "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No ☒

If the answer is "**Yes**", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:

1D964A9E705B46B...
 Signature of Authorized Officer

Michael Newhard
 Printed Name of Authorized Officer

Mayor
 Title of Authorized Officer

3/26/2025
 Date Signed

Signed by:

FF1EC9805EBF41E...
 Signature of Authorized Officer

Barry Cheney
 Printed Name of Authorized Officer

Trustee/Deputy Mayor
 Title of Authorized Officer

3/27/2025
 Date Signed

EXHIBIT D: Disbursement Terms

Village of Warwick
Purchase and Installation of Streetlights throughout the Village
Project ID: 27824

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

Village of Warwick
Purchase and Installation of Streetlights throughout the Village
Project ID: 27824

For Office Use Only:

FMS#: 135107

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	\$100,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Village of Warwick, for Project #27824.

We hereby warrant and represent to DASNY that:

- 1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which Village of Warwick, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Village of Warwick (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
- 3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
- 4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
- 5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
- 6. We have the authority to submit this requisition on behalf of Village of Warwick. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
- 7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Purchase and Installation of Streetlights throughout the Village
Project No. 27824*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.

OR

2) ☐ We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

OR

- 3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (____)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Village of Warwick
Purchase and Installation of Streetlights throughout the Village
Project ID: 27824

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Certificate Of Completion

Envelope Id: D610BD9D-1D44-423D-AB79-B1ED69F5B0D0

Status: Sent

Subject: 27824 Village of Warwick-DASNY Grant Disbursement Agreement - Signature Required

Grantee ID:

Project ID: 27824

Source Envelope:

Document Pages: 32

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Tiffany Dunican

AutoNav: Enabled

515 Broadway

Envelopeld Stamping: Enabled

Albany, NY 12207

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

TDunican@dasny.org

IP Address: 144.121.77.34

Record Tracking

Status: Original

Holder: Tiffany Dunican

Location: DocuSign

9/23/2025 8:45:59 AM

TDunican@dasny.org

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Dormitory Authority - State of New York

Location: Docusign

Signer Events

Signature

Timestamp

Michael Newhard

mayer@villageofwarwick.org

Mayor

Village of Warwick

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Michael Newhard

1D964A9E705B46B...

Signature Adoption: Pre-selected Style

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Sent: 9/23/2025 8:47:43 AM

Resent: 9/29/2025 11:52:26 AM

Viewed: 10/1/2025 9:08:56 AM

Signed: 10/1/2025 9:09:56 AM

Electronic Record and Signature Disclosure:

Accepted: 9/6/2023 9:14:29 AM

ID: d7326c9a-8efb-4806-b17f-0445ca818f7e

Benjamin Gailey

jbg@jglaw.law

Security Level: Email, Account Authentication
(None)

Sent: 10/1/2025 9:09:58 AM

Electronic Record and Signature Disclosure:

Accepted: 9/23/2025 12:39:25 PM

ID: fe157fd8-c7a8-44c2-bc7b-db8c105aa654

Tiffany Dunican

TDunican@dasny.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

DASNY Legal Reviewers

Signing Group: DASNY Legal Reviewers

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

DASNY Authorized Officers

Signing Group: DASNY Authorized Officers

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounts Payable apgrants@dasny.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Grants Staff grants@dasny.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/23/2025 8:47:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.

2025-26 SEASONAL RECREATION STAFF *Paperwork to

TOTAL NO. OF STAFF	LAST NAME	FIRST NAME	FY 2025-26 HOURLY RATE OF PAY SPECIAL EVENT STAFF
-----------------------	-----------	------------	---

**25-26 Summer Rec.
Rehires**

1	Blanton	Mandy	\$15.00
2	Blanton	Skyler	\$15.00
3	Blanton	Sierra	\$15.00
4	Costanza	Isabella	\$15.00
5	Daly	Matthew	\$15.00
6	DeLucia	Corey	\$15.00
7	DeLucia	Tyler	\$15.00
8	Introini	Sydney	\$15.00
9	Kemp	Patrick	\$15.00
10	Luciano	Christopher	\$15.00
11	Luciano	Douglas	\$15.00

**Returning Seasonal
Employees**

12	Bernhardt	Erin	\$15.00
13	Cirillo	Nina	\$15.00
14	DeLucia	Savanna	\$15.00
15	Introini	Amy	\$15.00
16	Jaeckel	Bridgette	\$15.00
17	Mountford	Rosealie	\$15.00
18	Mendrzycki	Rylee	\$15.00
19	Nealon	Alyssa	\$15.00
20	Pita	Marlin	\$15.00

RECEIVED

SEP 30 2025

VILLAGE OF WARWICK
CLERK'S OFFICEVILLAGE OF WARWICK
INCORPORATED 1867**Facility Use Request Form**
For Gatherings of Less Than 200 People**ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS**Date Request Submitted: 9/30/25Title of Event: VETERANS DAY PARADEPurpose of Event: TO HONOR OUR VETERANS**SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY**☐ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands☒ Veterans Memorial Park ☐ Veterans Memorial Park Pavilion**Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: _____

SECTION 2: DATE AND TIME REQUESTEDDate(s) Requested: 11/11/25 Rain Date Requested: _____Arrival Time: 9:00 Departure Time: 1 PMEvent Start Time: 11:11 AM Event End Time: 1 PM**SECTION 3: APPLICANT INFORMATION**Check one: ☒ Non-Profit Organization ☐ Commercial/Business Organization ☐ Family**For-profit activities are prohibited.*Applicant's Name/Responsible Party: CARMINE GARRITANO**Person of responsibility representing the organization must be a Town of Warwick resident.*

MOLOKOV99@GMAIL.COM
Email Address: WARWICK VFW 4662@GMAIL.COM Cell Phone: 845 258-0077

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

Name of Organization (if Applicable): WARWICK VALLEY VFW Post 4662

Name of Organization's Director(s)/Officer(s): JOSE' MORALES, CARMINE BARRITANO

Organization's Phone: 845 988-8387 Email Address: WARWICK VFW 4662@GMAIL.COM

Mailing Address of Organization: P.O. Box 261 WARWICK, NY

Physical Address of Organization: 154 RT 94 S WARWICK, NY

SECTION 4: EVENT INFORMATION

Maximum Number of People Intended at the Event: 200

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

of Adults: _____ # of People Under 18: _____

Expected Number of Vehicles Intended at the Event: 5

Please explain the parking plan for the event: ADJACENT STREETS TO MEMORIAL PARK

WILL YOUR EVENT INCLUDE:

CHECK YES OR NO

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

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

SPECIAL REQUESTS:
CHECK YES OR NO

Road Closure List road(s): <u>HIGH ST. PER CHIEF RADER</u> Closed between the hours of <u>9</u> and <u>12 PM</u> Number of 'No Parking' meter bags requested, if applicable: _____	Yes <input checked="" type="checkbox"/> No _____
Use of Village-owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Football/Over 35 Field Lights Additional fee required for use of field lights.	Yes _____ No <input checked="" type="checkbox"/>
Use of Memorial Park Pavilion Lights	Yes _____ No <input checked="" type="checkbox"/>

Other Please explain: _____	Yes _____ No _____
---------------------------------------	--------------------

SECTION 5: FEES/SECURITY DEPOSIT

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

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

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

TOTAL FEES: \$ 200 (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of WARWICK VALLEY VFW 4662 (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Village's property, facilities and/or services by WARWICK VALLEY VFW Post 4662 (Name Organization).

CARMINE GARRITANO
 Printed Name of Applicant/Responsible Party

Carmine Garritano
 Signature of Applicant/Responsible Party

9/30/25
 Date

Clerk Use Only: Security Deposit Check # _____ Certificate of Insurance _____ Host Liquor Liability _____
 Fees Received _____ Park Map(s) _____ Police Dept. Approval (if applicable) _____

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

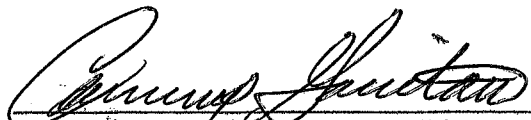
INDEMNITY & HOLD HARMLESS

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

I have read and understand the Facilities Use Requirements:

CARMINE GARRITANO

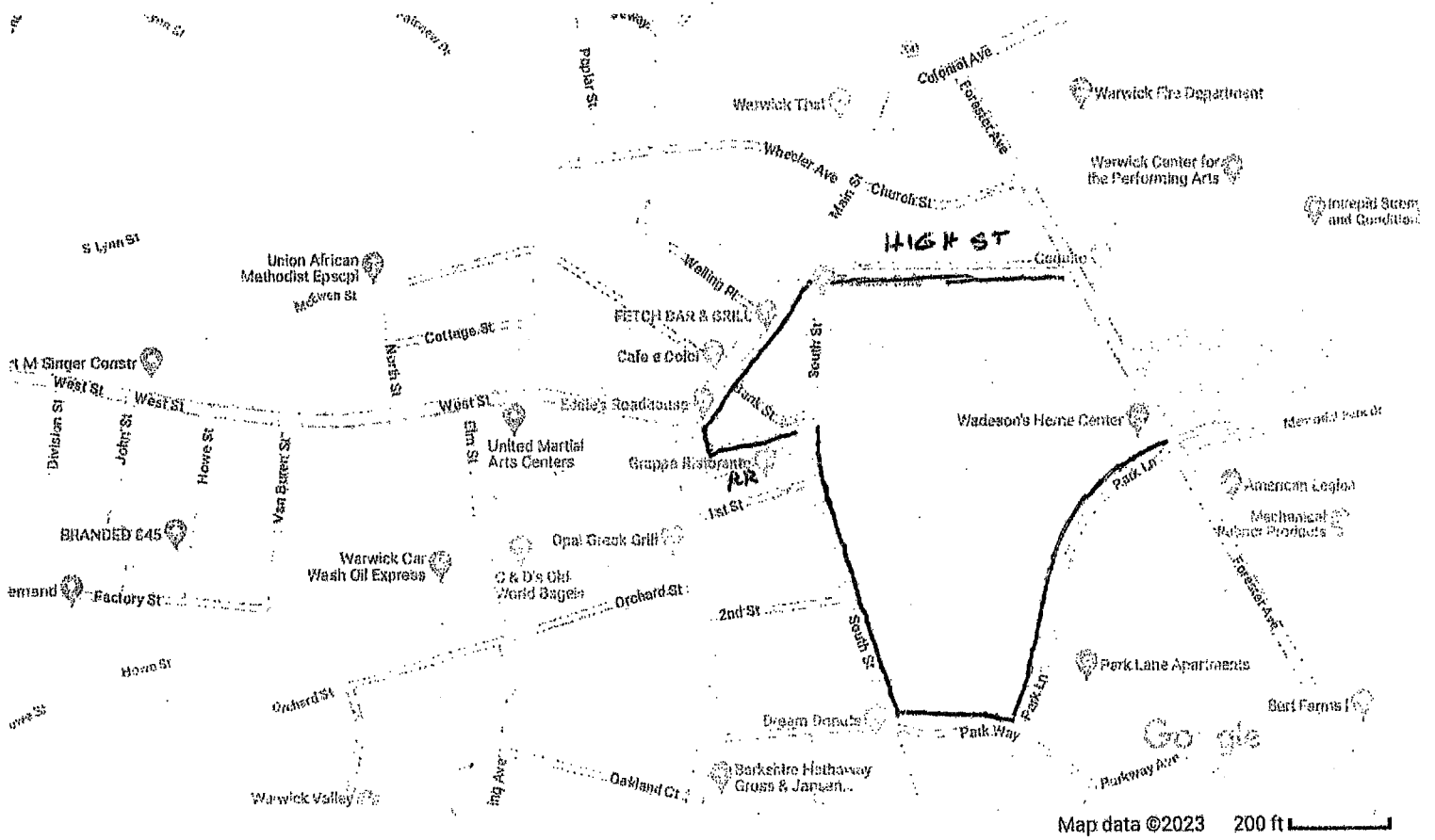
Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

Date 9/30/25

Go gle Maps Warwick



**AGREEMENT FOR REPAYMENT OF WATER AND SEWER CHARGES
BETWEEN THE VILLAGE OF WARWICK AND THE
OWNER AT 26 OAKLAND AVE., WARWICK, NY**

Account #606300-1
BILLING CYCLE 2

This Agreement made as of October __, 2025, by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (hereinafter the "Village")

and _____, 26 Oakland Ave. Warwick, NY 10990.

WHEREAS the Owner of real property located at 26 Oakland Ave, Warwick New York 10990, being also designated as Section 210, Block 10, Lot 12 on the tax map of the Village of Warwick, County of Orange, State of New York (hereinafter the "Property") which receives municipal central water and sewer service from the Village of Warwick; and

WHEREAS, as of the date hereof, the Owners owe FOUR THOUSAND DOLLARS (\$4,000.00) in municipal central water and sewer service charges; and

WHEREAS, the Owner has claimed a related hardship in regard to the said charges and wishes to enter into an agreement for repayment of water and sewer charges.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Owner acknowledges that the entire amount of \$4,000.00 is currently due and payable; and
2. The Owner agrees to pay the said in **quarterly installments of \$333.33** and the Village agrees to accept such payments in full satisfaction of the outstanding bill. The Owners acknowledge that the agreement for installment payments is a grace period only for outstanding payments, and that the Owners must keep current on all future water and sewer bills while making installment payments.
3. It is agreed between the Village and the Owner that the Owner may pay the entire amount due hereunder at any time and thereby discharge its liability for such payments. Provided, however, that no partial payments shall be accepted by the Village; and payments must be made by the Owners either in the quarterly payments prescribed hereunder or in tender of the entire amount due hereunder.
4. In order to accept the said repayment installments, the Village shall establish an installment plan on the existing account with a quarterly sewer installment of \$141.62 and water installment of \$191.72 for the payment of the \$333.33 bill. Ongoing water and sewer charges will continue to be billed from the Owners' existing account as well.
5. The Owners shall pay the sum of **\$333.33**(constituting the sewer installment of \$141.62 and the water installment of \$191.72) to the Village each quarter in addition to such bill

for current water and sewer usage as may be due. Subsequent payments shall be billed on the 15th day of the month in the months of December, March, June and September. Bills will be due by the 15th day of the month in the months of January, April, July, and October.

6. The repayment installments shall be subject to all fees and procedures as all water accounts in the Village of Warwick except that any fees or penalties shall only be assessed based on failure to timely make the individual quarterly payment then due or outstanding, not based on the entire balance of the repayment. The fees and procedures shall include, but not be limited to, the following:

- a. A 5% late fee shall be assessed against all payments thirty (30) days past due.
- b. An additional 3% late fee shall be assessed against all payments sixty (60) days past due.
- c. 15 days after the 60-day late fee notice, a shut off notice will be placed on the door of 26 Oakland Ave.
- d. In the event water service is shut off, a \$100.00 shut off/reconnect fee will be assessed against the account.
- e. 10 days after the shut off notice is sent; water service will be shut off until the balance is paid by cash or bank check including all late fees and other charges associated with the late payment.
- f. The remaining balance will be relieved onto the yearly Village Taxes if not paid.

7. In the event that the Property is sold, or title is otherwise transferred or conveyed, the outstanding balance on the account including repayment installments must be paid in full at the time of closing or such transfer or conveyance.

8. VILLAGE POLICY IF THIS AGREEMENT IS NOT SIGNED AND RETURNED WITHIN THIRTY (30) DAYS. In the event that the Owners fail to return a properly executed copy of this Agreement to the Village Clerk within thirty (30) days after such Agreement was mailed or otherwise provided to the Owners, the Owners shall be deemed to have irrevocably rejected the Agreement.

THE VILLAGE OF WARWICK

OWNER

By: Michael Newhard, Mayor

Notary Public

On the ____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

[illegible]

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

GARAGE SALE APPLICATION

Permit # 1855-25

Permit	Fees	Sign Deposit
Single Family	\$15.00	\$25.00
Multi Family / Organizations	\$100.00	\$50.00

*Permit fee and sign deposit must be provided by either two separate checks or cash. If paying with cash, please provide exact change between the fee and sign deposit as change may not be available.

Please see 'Rules and Regulations for Garage/Yard/Estate Sales for additional information.

Name (Print): Chris Sorgenti

Phone Number: 917 922 0668

Address of Sale: 148 South St Ext. Warwick

Date of Sale (up to 3 consecutive days) Sept. 26, 27 + 28

For Office Use Only

Permit Fee: Cash ☒ Check # 221

Sign Deposit: Cash ☒ Check # 222

Date of Returned Sign Deposit Stickers: 9-15-25

Sign Deposit Picked up by:

Name (Print): Lou Sorgenti

Name (Signature): [Signature]

Staff's Initials: [Initials]

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

Budget Modification Request

For Board of Trustees Approval - Meeting on 10/6/25

For approval to transfer available appropriations for the following Fiscal Year 2025-2026 budget account lines:

GENERAL FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A1620.4500	Village Hall - Maintenance/Cleaning	1,500.00	1,500.00	To move the budget from VH Cleaning to Central Garage	A1640.4650	Central Garage - Special Dept Supp	(1,274.78)	1,500.00
TOTAL			1,500.00		TOTAL			1,500.00

WATER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
F1989.4950	Water General Government - MTA Tax	613.80	93.53	To cover addition of Water Truck	F1910.4980	Water - Village Liability Insurance	(93.53)	93.53
TOTAL			93.53		TOTAL			93.53

SEWER FUND

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
G8120.2000	Sewer - Equipment	(786.80)	786.80	To cover cost of WWTP equipment maintenance	G8120.4400	Sewer Plant - Repairs/Maintenance	147,132.98	786.80
TOTAL			786.80		TOTAL			786.80

Respectfully submitted,

Sadie Andryshak

Sadie Andryshak
Village Treasurer

Backup Documentation: Negative Balance Listing Report

Report Date: 9/24/25

Range of Accounts: First to Last
Report Type: Sub Account Include Non-Budget Accounts: N

Account No	Description	Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1110-4950	Justice - Grant	0.00	0.00	56.89	0.00	0.00	0.00	56.89-	0.00
A-1640-4650	Central Garage - Special Dept Supp	7,500.00	1,050.00	7,724.78	0.00	0.00	0.00	1,274.78-	117.00
A-9950-9000	TRANSFER TO CAPITAL PROJECTS FUND	0.00	0.00	25,000.00	0.00	0.00	0.00	25,000.00-	0.00
Fund Total									
		7,500.00	1,050.00	32,781.67	0.00	0.00	0.00	26,331.67-	451.09
F-1910-4980	Water - Village Liability Insurance	57,000.00	0.00	57,093.53	0.00	0.00	0.00	93.53-	100.16
F-8340-2350	Trans/Dist - Equipment	3,500.00	0.00	48,739.31	0.00	0.00	0.00	45,239.31-	*****
Fund Total									
		60,500.00	0.00	105,832.84	0.00	0.00	0.00	45,332.84-	174.93
G-8120-2000	Sewer - Equipment	13,875.00	0.00	14,661.80	0.00	0.00	0.00	786.80-	105.67
Fund Total									
		13,875.00	0.00	14,661.80	0.00	0.00	0.00	786.80-	105.67
Year Total									
		81,875.00	1,050.00	153,276.31	0.00	0.00	0.00	72,451.31-	188.49

To: Village Clerk
From: Village of Warwick Justice Court
Re: Application for funding from the Justice Court Assistance Program
Date: September 24, 2025

The Village of Warwick Court is requesting authorization from the Village Board of Trustees to apply for funding from the Justice Court Assistance Program during the upcoming grant cycle. One required component of that application is a Resolution from the Village Board of Trustees authorizing the Village Court to apply for this funding.

The Division of Professional and Court Services will not accept the court's application unless the Resolution incorporates one of the following two options EXACTLY as written below:

Option #1:

"The Board of Trustees of the Village of Warwick authorizes the Village of Warwick Court to apply for a JCAP grant in the 2025-26 grant cycle up to \$30,000."

Option #2:

"The Board of Trustees of the Village of Warwick authorizes the Village of Warwick Court to apply for a JCAP grant in the 025-26 grant cycle up to \$_____."

Amount Requested

While the Resolution may include one or more "WHEREAS" clauses, it is essential that the "Be it RESOLVED" portion of the Village Board of Trustees resolution be worded **exactly** as one of the options indicated above (with the addition of the amount requested as shown above in the second option).

In addition, the Board Resolution must be certified.

With this grant, the Court intends to make updates to their office furniture in the court clerk's office, including adding a desk for the Judge of the Village Court. We are asking the Board of Trustees to approve the full grant amount of \$30,000.

The deadline for our application is Friday, October 10, 2025.

Thank you for your attention to this matter and for your help with the Court's application.

RECEIVED

SEP 25 2025

VILLAGE OF WARWICK
CLERK'S OFFICE

Village of Warwick
Special Use Permit Renewal Application for Wireless Communication Facilities

This application is required for the renewal of an existing Special Use Permit for wireless communication facilities within the Village of Warwick. All applicants must complete the form in its entirety and read and provide all required supporting documentation as outlined in the **Village of Warwick Zoning Code Section 145-120.1 Wireless Communications** which can be found here:

<https://villageofwarwick.org/village-comprehensive-plan-code-and-zoning/>

Submit this completed renewal application form along with all supporting documentation to the Village of Warwick Clerk's Office. Incomplete applications may be rejected. A non-refundable application fee of \$2,500.00 must be submitted with this application.

Permit Information

Name of Permit Holder: AT&T

Original Permit Number or Title: Site OR-003

Date of Original Permit Issuance: July 19th, 2010

Date of Last Renewal (if applicable): November 16th, 2020

Site Information

Property Address: St Anthonys Community Hospital, 15 Maple Avenue, Warwick, NY 10990

Tax Map Parcel Number: Section 107, Block , Lot 3

Zoning District: CCRC - Continuing Care Retirement Community

Renewal Information

Please provide a summary of any physical changes made to the site since the original permit or last renewal:

Rooftop replacement of existing remote radio head (RRH) units and new antennas and RRH units on rooftop. No change to occupancy, use, or egress. Replacement of existing RRH = (6).
Ground equipment: removal and replacement of existing cabinets with new cabinets on equipment area. No change to occupancy, use, or egress. Removal of existing cabinets = (1)

Replacement of existing cabinets = (1), Installation of new batteries = (4), installation of new +24V converters = (2). This is from an existing 2021 upgrade Project under the previous special use permit.
Please provide a summary of the maintenance record of the facility during the term of the existing permit:

Site OR-003 is under 24/7 remote monitoring.

AT&T routinely inspect and maintains their sites. AT&T technicians have visited the Site OR-003 six (6) times in the past year for routine equipment inspection and maintenance.

The site is also a federally licensed wireless telecommunications facility that is in compliance with all FCC Rules and Regulations.

Compliance Information

The applicant must provide documentation demonstrating compliance with the following:

1. Ongoing compliance with all conditions of the original permit.
2. Certification of compliance with all state, federal, and local regulations.

Applicant Information

Name of Applicant: Airosmith Development, Agent for AT&T

Mailing Address: 318 West Ave, Saratoga Springs, NY 12866

Contact Person: Joseph Castellano Phone Number: (845)-249-1550

Email Address: jcastellano@airosmithdevelopment.com

Property Owner Information

Name of Property Owner: St Anthony's Hospital

Mailing Address: 15-19 Maple Ave, Warwick NY 10990

Phone Number: 845-368-5928


Email Address: Joy_housberg@bshsi.org

Application Fee

☒ A non-refundable application fee of \$2,500.00 must be submitted with this application. Checks payable to the Village of Warwick.

Required Signatures

Printed Name of Applicant: Joseph Castellano

Signature of Applicant: 

Date: 9/15/2025

Printed Name of Owner (if different from Applicant): _____

Signature of Property Owner (if different from Applicant): _____

Date: _____

VICINITY MAP



GENERAL NOTES	
---------------	--

CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO ANY FABRICATION OR CONSTRUCTION. HE SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO A DOCUMENT BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBSECTION 2 OF THE NEW YORK STATE EDUCATION LAW.

THIS DRAWING AND ALL THE INFORMATION CONTAINED HEREIN IS AUTHORIZED FOR USE ONLY BY THE PARTY FOR WHOM THE WORK WAS CONTRACTED OR TO WHOM IT IS CERTIFIED. THIS DRAWING MAY NOT BE REUSED, COPIED, DISCLOSED, DISTRIBUTED OR RELIED UPON FOR ANY OTHER PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF GT WIRELESS ENGINEERING, PLLC.



NEW CINGULAR WIRELESS PCS, LLC
1425 US HIGHWAY 206
SUITE # N2C04A
BEDMINSTER, NJ 07921

SITE NAME:
WARWICK CENTRAL

SINY001206

10133512

WSNYJ0077589

SITE INFORMATION

PROPERTY OWNER:	ST ANTHONY'S HOSPITAL 15-19 MAPLE AVENUE WARWICK, NY 10990
SITE ADDRESS:	15 MAPLE AVENUE WARWICK, NY 10990
APPLICANT ADDRESS:	NEW CINGULAR WIRELESS PCS, LLC ("AT&T") 1425 US HIGHWAY 206 SUITE # N2C04A BEDMINSTER, NJ 07921
JURISDICTION:	TOWN OF WARWICK
PARCEL ID:	20700000010030000000
LATITUDE:	41° 15' 40.90" 41.261361°
LONGITUDE:	74° 21' 27.10" 74.357528°
ELEVATION:	560' ± A.M.S.L.
CURRENT USE:	HOSPITAL/ TELECOMMUNICATIONS FACILITY
PROPOSED USE:	HOSPITAL/ TELECOMMUNICATIONS FACILITY
SITE DESIGNATION:	ROOFTOP

DRAWING INDEX

T01	TITLE SHEET
G01	GENERAL NOTES
A01	ROOF PLANS
A02	ELEVATION
A03	EQUIPMENT PLANS
A04	ANTENNA PLANS
A05	CONSTRUCTION DETAILS
E01	PLUMBING DIAGRAM
E02	GROUNDING DETAILS

CONTACTS

ENGINEERING:	GT WIRELESS ENGINEERING	GREGORY NAWROTZKI	617.694.4291
CONSTRUCTION:	ANSCO & ASSOCIATES	PATRICK CONNELL	
SITE ACQUISITION:	AIROSMITH DEVELOPMENT	PETE TISI	
RF ENGINEER:	AT&T	GISELLE NAJERA	

SCOPE OF WORK

TOWER SCOPE OF WORK:

REMOVE:

- (3) NNHH-65A-R4 ANTENNAS
- (3) B30 RRH4X25-WCS-4R UNITS
- (3) B5 RRH 4T4R UNITS
- (3) B25/66 RRH 4T4R UNITS
- (3) B12/14/29 RRH 4T4R UNITS

EXISTING TO REMAIN:
(3) NNHH-65A-R4 ANTENNAS
(3) DC6-48-60-18
(3) 18 PAIR FIBER TRUNK
(6) #8 AWG POWER TRUNKS
(3) 2" CONDUIT

PROPOSED:

- (3) NNH4-65B-R3-UPM-V2 ANTENNAS
- (3) 4490 B5/12A RRH UNITS
- (3) 4494 B14/B29 RRH UNITS
- (3) 4890 B25/B66 RH UNITS

GROUND SCOPE OF WORK:

REMOVE:

- (1) ARGUS BATTERY CABINET
- (8) STRINGS OF (32) BATTERIES OF M12V155FT BATTERIES
- (3) STRINGS OF (12) BATTERIES OF M12V180FTX BATTERIES

EXISTING TO REMAIN:

- (1) VERTIV 512 POWER PLANT
- (1) 100A BATTERY STRING BREAKERS
- (1) SIAD -48V D2
- (1) NID -48V
- (1) FLX12 +24V
- (1) FLX21 -48V
- (2) DC6-48-60-RM

PROPOSED:

- (1) 6672 G4 8BU
- (1) 6610 SITE CONTROLLER
- (1) VERTIV 7100 XTE BATTERY CABINET
- (1) VERTIV 58V CONVERTER UPGRADE KIT
- (1) 200A UPGRADE KIT FOR VERTIV 512 POWER PLANT



1220 OLD ALPHARETTA ROAD, SUITE 380
ALPHARETTA, GA 30005

**WIRELESS
ENGINEERING**

56 DEARBORN DRIVE
OLD TAPPAN, NJ 07675

**WARWICK CENTRAL
FA # 10133512
SITE # SINY001206
15 MAPLE AVENUE
WARWICK, NY 10990**



GREGORY NAWROTZKI
NY LICENSE NO. 097512

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CONSTRUCTION DRAWINGS

[illegible]

06.04.25	ISSUED FOR PERMIT
05.23.25	PRELIMINARY

PROJECT NUMBER: GT.039.0098

DRAWN BY: TBN

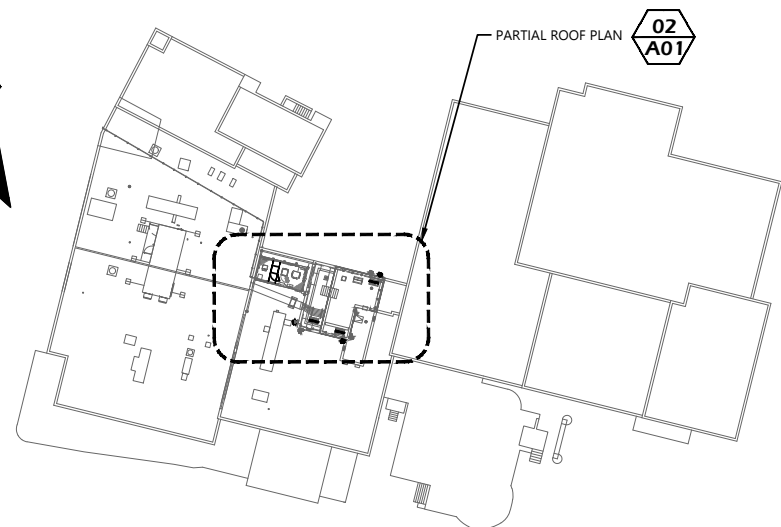
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SHEET TITLE

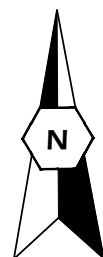
TITLE SHEET

SHEET NUMBER

T01



MAPLE AVENUE



EXISTING & PROPOSED EQUIPMENT PLANS

EXISTING SCREEN WALL
(BY OTHERS)

EXISTING ANTENNAS
(BY OTHERS)

EXISTING & PROPOSED
ANTENNAS

01 02
A04 A04

ALPHA SECTOR
20° AZIMUTH

EXISTING & PROPOSED ANTENNAS



02 PARTIAL ROOF PLAN

BETA SECTION
170° AZIMUTH

AS

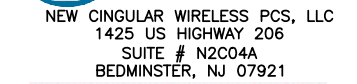
01
A04

02
A04

EXISTING & PROPOSED ANTENNAS

1. NORTH SHOWN AS APPROXIMATE.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH A STRUCTURAL LETTER BY GT WIRELESS ENGINEERING DATED XXXX.
3. DRAWINGS BASED ON SITE VISIT BY GT WIRELESS ENGINEERING DATED 03.20.2025 AND CONSTRUCTION DRAWINGS BY GAVIRIA ENGINEERING DATED 10.22.2021.
4. CONTRACTOR TO REVIEW THESE DOCUMENTS PRIOR TO FABRICATION AND CONSTRUCTION. CONTRACTOR TO FIELD VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER AND CLIENT.
5. NOT ALL EXISTING INFORMATION SHOWN FOR CLARITY.





1220 OLD ALPHARETTA ROAD, SUITE 380
ALPHARETTA, GA 30005



56 DEARBORN DRIVE
OLD TAPPAN, NJ 07675

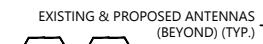
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0	06.04.25	ISSUED FOR PERMIT
A	05.23.25	PRELIMINARY

SHEET TITLE

SHEET NUMBER

A02

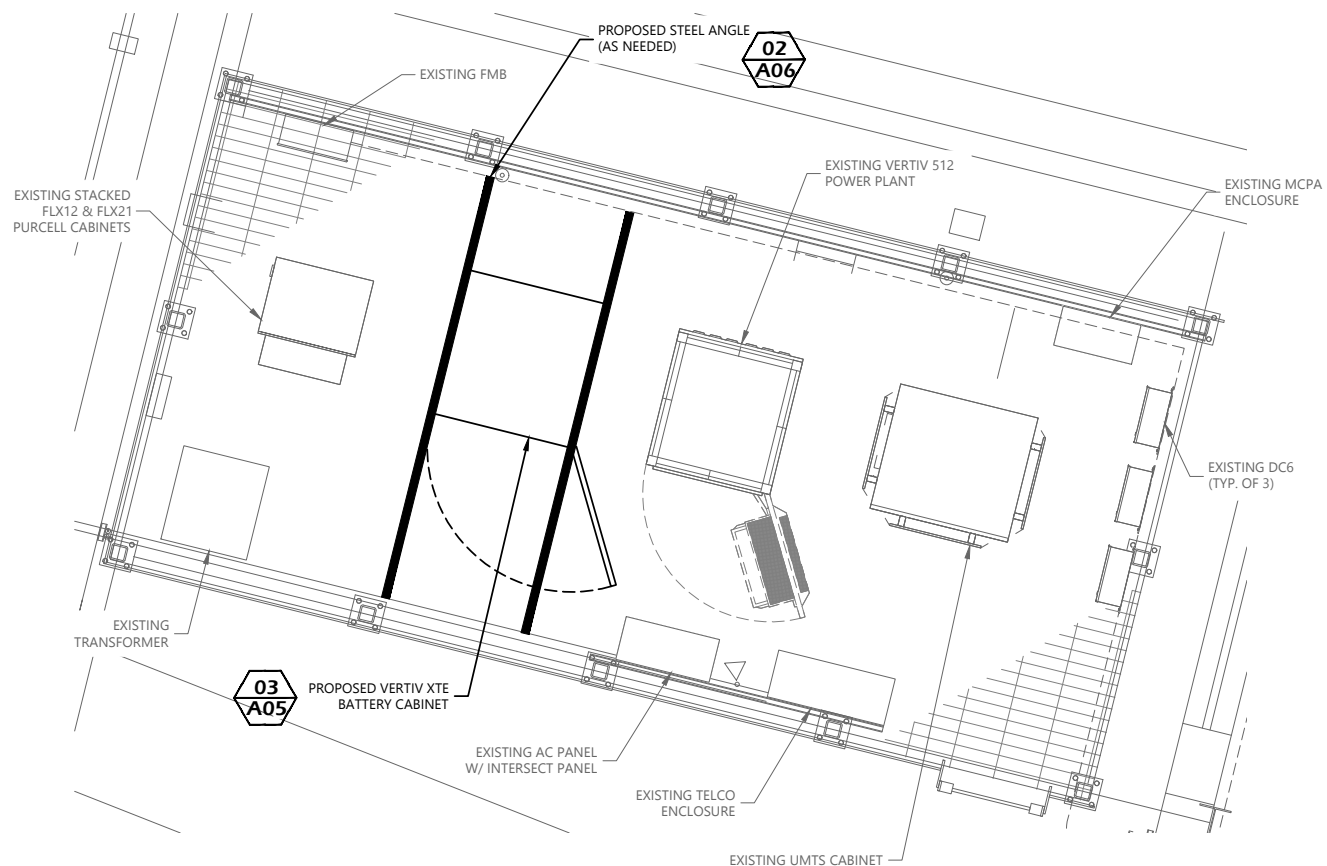


01 02
A03 A03

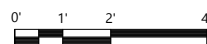
EXISTING GRADE
ELEV. = 0'-0" ± A.G.L.

01 ELEVATION
SCALE: 3/32"=1' FOR 11"x17"
3/16"=1' FOR 22"x34"





02 PROPOSED EQUIPMENT PLAN

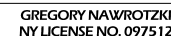


POWER UPGRADE NOTES

- | | |
|---------------------------|---|
| CURRENT -48V RECTIFIERS: | 6 |
| REQUIRED -48V RECTIFIERS: | 9 |
| ADDED -48V RECTIFIERS: | 3 |
| | |
| CURRENT -58V CONVERTERS: | 0 |
| REQUIRED -58V CONVERTERS: | 9 |
| ADDED -58V CONVERTERS: | 9 |
| | |
| BREAKER SIZE | |
| 50 AMP: | 9 |
| 35 AMP: | 3 |
| 20 AMP: | 2 |
| 5 AMP: | 1 |



**WARWICK CENTRAL
FA # 10133512
SITE # SINY001206
15 MAPLE AVENUE
WARWICK, NY 10990**



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ENGINEER TO ALTER THIS DOCUMENT.

0	06.04.25	ISSUED FOR PERMIT
A	05.23.25	PRELIMINARY

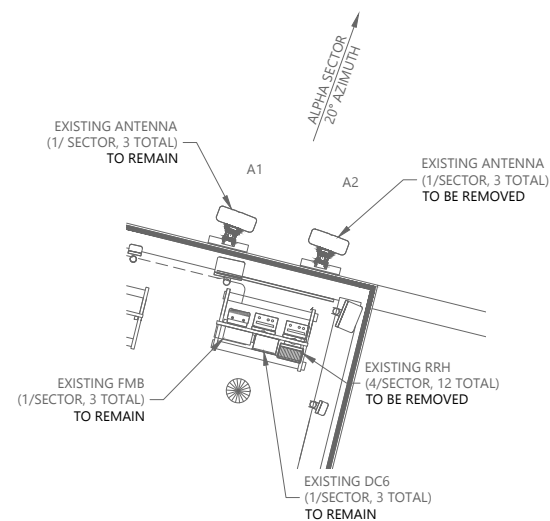
PROJECT NUMBER:	GT.039.0098
DRAWN BY:	TBN
CHECKED BY:	GHN

SHEET TITLE

EQUIPMENT PLANS

SHEET NUMBER

A03



EXISTING DC6
(1/SECTOR, 3 TOTAL)
TO REMAIN

EXISTING FMB
(1/SECTOR, 3 TOTAL)
TO REMAIN

EXISTING RRH
(4/SECTOR, 12 TOTAL)
TO BE REMOVED

EXISTING ANTENNA
(1/SECTOR, 3 TOTAL)
TO BE REMOVED

B1

B2

BETA SECTOR
170° AZIMUTH

EXISTING ANTENNA
(1/SECTOR, 3 TOTAL)
TO BE REMOVED

EXISTING FMB
(1/SECTOR, 3 TOTAL)
TO REMAIN

EXISTING DC6
(1/SECTOR, 3 TOTAL)
TO REMAIN

EXISTING RRH
(4/SECTOR, 12 TOTAL)
TO BE REMOVED

GAMMA SECTOR
255° AZIMUTH

EXISTING ANTENNA
(1/ SECTOR, 3 TOTAL)
TO REMAIN

C1

C2

01
A05

ALPHA SECTOR
20° AZIMUTH

EXISTING ANTENNA
(1/ SECTOR, 3 TOTAL)
NNHH-65A-R4

A1

2'-4"

A2

PROPOSED ANTENNA
NNH4-65B-R3-UPM-V2 + 6472

02
A05

PROPOSED 4890 B25/B66 RRH
(1/SECTOR, 3 TOTAL)

EXISTING FMB
(1/SECTOR, 3 TOTAL)

PROPOSED 4494 B14/B29 RRH
(1/SECTOR, 3 TOTAL)

EXISTING DC6
(1/SECTOR, 3 TOTAL)

PROPOSED 4490 B5/B12A RRH
(1/SECTOR, 3 TOTAL)

02
A05

02
A05

PROPOSED 4490 B5/B12A RRH
(1/SECTOR, 3 TOTAL)

EXISTING FMB
(1/SECTOR, 3 TOTAL)

EXISTING DC6
(1/SECTOR, 3 TOTAL)

PROPOSED 4890 B25/B66 RRH
(1/SECTOR, 3 TOTAL)

PROPOSED 4494 B14/B29 RRH
(1/SECTOR, 3 TOTAL)

EXISTING ANTENNA
(1/ SECTOR, 3 TOTAL)
NNHH-65A-R4

PROPOSED ANTENNA
NNH4-65B-R3-UPM-V2 + 6472

GAMMA SECTOR
255° AZIMUTH

02
A05

**PROPOSED ANTENNA
MODIFICATION PLAN**

02

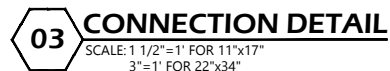
SCALE: 1/4"=1' FOR 11"x17"
1/2"=1' FOR 22"x34"

0' 1' 2' 4'

A horizontal scale bar with alternating black and white segments. It is labeled with '0'', '1'', '2'', and '4'' at the top. The bar is divided into four equal segments, each representing 1 foot.



1. PROPOSED CABINET MUST BE BOLTED TO STEEL FRAME AT 4 CORNERS OF CABINET BASE
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING BEAM SPACING PRIOR TO FABRICATION
3. CONTRACTOR TO LEAVE ALL REQUIRED SPACING AT CABINET BASE FOR ALL CONDUIT CONNECTIONS



1. NOT ALL INFORMATION SHOWN FOR CLARITY.
2. NORTH IS APPROXIMATE.
3. ALL BOLT HOLE LOCATIONS TO BE VERIFIED PRIOR TO FABRICATION.
4. BOLT HOLE LOCATIONS NOT SHOWN INDICATE EQUIPMENT TO BE BOLTED TO STEEL ANGLES EXCEPT WHERE SHOWN.
5. ALL EQUIPMENT MOUNTING BOLTS TO BE 9/16" SLOTTED. USE OVERSIZED WASHER TO MOUNT EQUIPMENT AS REQUIRED.
6. ALL ROOF WORK IS TO BE COMPLETED BY LANDLORD APPROVED ROOFER ONLY.
7. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 3/4" Ø ASTM A-307 BOLTS UNLESS NOTED OTHERWISE.
8. POST-INSTALLED ANCHORS SHALL BE PROVIDED IN ACCORDANCE WITH SPECIFICATION 3GS-T18-00013 "SELECTION, DESIGN, INSTALLATION, INSPECTION AND TESTING OF ADHESIVE AND MECHANICAL EXPANSION ANCHORS FOR WIRELESS SITE FACILITIES". ANCHORS SHALL BE HILTI OR APPROVED EQUAL, INSTALLED, INSPECTED AND TESTED AS SHOWN ON THE DESIGN DRAWINGS. NO REINFORCING STEEL SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL.
9. UNLESS NOTED OTHERWISE, BAR GRATING SHALL BE 1 1/2" x 3/16". GRATING SHALL BE GALVANIZED THROUGHOUT AND BANDED ON ALL EDGES, WHERE EXPOSED. GRATING FASTENERS SHALL BE SADDLE CLIP SYSTEM AS MANUFACTURED BY MCNICHOLS OR ENGINEERING APPROVED EQUAL. FASTENER SPACING SHALL COMPLY WITH MANUFACTURERS RECOMMENDATIONS, BUT SHALL NOT BE LESS THAN FOUR FASTENERS PER PANEL.
10. CONTRACTOR TO INSPECT ALL EXISTING CONDITIONS INCLUDING BUT NOT LIMITED TO THE WALLS PARAPET WALLS, ROOF, AND CONNECTION POINTS AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY EXISTING CONDITIONS THAT ARE NOT DEFICIENT OR DO NOT MATCH THOSE SHOWN HERE.
11. SPLICING OF STRUCTURAL STEEL SECTIONS, NOT INDICATED ON CONTRACT DOCUMENTS, IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL BY THE STRUCTURAL ENGINEER OF RECORD.
12. ORIENT MILL CAMBER UPWARD DURING FABRICATION AND ERECTION.
13. PROVIDE 3/8 INCH THICK MINIMUM WELDED STIFFENER PLATE ON BOTH SIDES OF THE WEB OF BEAMS AT POINT OF CONCENTRATED LOADS SUCH AS BEAMS SUPPORTING COLUMNS/POSTS OR RUNNING OVER TOPS OF COLUMNS, POSTS, OR OTHER BEAMS.
14. ALUMINUM AND STEEL MEMBERS SHALL BE TREATED OR PROPERLY SEPARATED TO PREVENT GALVANIC AND CORROSIVE EFFECTS.
15. STEEL FABRICATOR IS SOLELY RESPONSIBLE FOR SURVEYING AND VERIFICATION OF EXISTING CONDITIONS INCLUDING BUT NOT LIMITED TO THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING WALLS AND FOUNDATIONS.
16. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH SSPC-SP2 UNLESS OTHERWISE NOTED.

PROPOSED EQUIPMENT

EQUIPMENT	SIZE (WxDxH)	WEIGHT
VERTIV XTE 601B	72.0"x36.0"x37.0"	1080.0#



1220 OLD ALPHARETTA ROAD, SUITE 380
ALPHARETTA, GA 30005



WIRELESS ENGINEERING

56 DEARBORN DRIVE
OLD TAPPAN, NJ 07675

**WARWICK CENTRAL
FA # 10133512
SITE # SINY001206
15 MAPLE AVENUE
WARWICK, NY 10990**



GREGORY NAWROTZKI
NY LICENSE NO. 097512

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ENGINEER TO ALTER THIS DOCUMENT.

CONSTRUCTION DRAWINGS

0	06.04.25	ISSUED FOR PERMIT
A	05.23.25	PRELIMINARY

PROJECT NUMBER:	GT.039.0098
DRAWN BY:	TBN
CHECKED BY:	GHN

SHEET TITLE

CONSTRUCTION DETAILS - II

SHEET NUMBER

A06



E01

AMENDMENT NUMBER 1 ("Amendment")
TO THE
AGREEMENT DATED SEPTEMBER 6, 2024 ("Agreement")
BETWEEN
VILLAGE OF WARWICK ("Owner")
AND
BARTON & LOGUIDICE, D.P.C. ("Consultant")
FOR
PROFESSIONAL SERVICES FOR VILLAGE AND TOWN OF
WARWICK TRANSPORTATION PLANNING CONSULTANT
SERVICES FOR MULTI-USE TRAIL STRATEGIC PLANNING AND
FEASIBILITY STUDY ("Project")

The above referenced Agreement between Owner and Consultant is amended to include the changes set forth below. The Agreement referenced above, including any amendments or revisions thereto previously agreed to in writing between Owner and Consultant, remains in full force and effect except as modified herein.

1. Change in Scope of Services to be Performed

- A. The scope of services to be performed by Consultant is hereby modified as described in Attachment One.

2. Change in Compensation for Services

- A. Total compensation for the services described in Attachment One, including reimbursable expenses, is estimated to be twenty-six thousand, four hundred, and forty dollars (\$26,440), which shall be in addition to any payment amount(s) previously agreed to in writing between Owner and Consultant for this Project.
- B. Owner's method of payment to Consultant shall be as set forth in the Agreement referenced above.

3. Total Agreement

- A. This Amendment, along with the original Agreement and any other duly executed amendments previous to this Amendment, constitutes the entire agreement between Owner and Consultant for this Project; it supersedes all prior written or oral understandings and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the above referenced Agreement as of the latest day and year set forth below.


OWNER: Village of Warwick

CONSULTANT: Barton & Loguidice, D.P.C.

By: _____
Michael Newhard

Title: _____
Mayor

Date _____
Signed: _____

By:  _____
Donald H. Fletcher, P.E.

Title: _____
Executive Vice President

Date _____
Signed: 10/2/25

NOTE: Address for Giving Notices:

Barton & Loguidice, Attn: President, 443 Electronics Parkway, Liverpool, NY 13088

Attachment One - Scope of Services for Amendment Number 1 Village and Town of Warwick Transportation Planning Consultant Services for Multi-Use Trail Strategic Planning and Feasibility Study

Additional Scope of Services are required as a final trail route has yet to be settled upon, much of the Project's public engagement process has yet to be initiated, and substantial sections of the final report are yet to be completed due to lack of a final trail route. The additional services required are primarily associated with the following two factors:

- The various trail routing iterations that have been evaluated and which have been subsequently deemed infeasible due to various factors including opposition from impacted landowners; and
- Grant administration and grant writing support efforts that have significantly exceeded what was anticipated in the original Agreement.

These unanticipated tasks represent Owner-directed efforts and necessary adjustments to keep the project viable and therefore constitute scope growth beyond what was originally agreed to in the Agreement.

In Consultant's proposal dated July 26, 2024 ("Proposal"), it was stated (see Page 11 of Section 5: Technical Approach) that, "Consultant will develop two conceptual design layout plans to review with the Owner and Town to determine which concept will be developed further to include the full conceptual layout design beyond just its layout." To date, Consultant has developed no fewer than seven (7) conceptual design layout plans including:

- A route that included passage through Warwick Cemetery;
- A route through the Jones Chemical property and around Warwick Valley Country Club;
- A route through the vacant agricultural parcel between Warwick Cemetery and NYS Route 94;
- A route including connections from the Hathorn Road trail segment along County Route 1A to the Route 1A/NYS Route 94 intersection;
- A route including a connection on the southern side of NYS Route 94 between the residential subdivision located there and the Price Chopper/NYS Route 94 intersection;
- A route including a detour around the perimeter of the Leo Kaytes Ford property; and
- A route including a connection from the Price Chopper/NYS Route 94 intersection to Pine Street bowling alley.

Each additional layout required new concepting, CAD layouts, feasibility analysis, and coordination with landowners, thereby adding significantly more effort than anticipated. These additional services have nonetheless provided Owner with a broader set of vetted options, reducing risk of pursuing infeasible alignments later and ensuring that community concerns are addressed early in the process. As a preferred trail route has yet to be identified, additional concept layout services will be required of Consultant in order to finalize that preferred route. We have estimated efforts to complete those services.

One of Consultant's deliverables stated in the Proposal (see Page 6 of Section 5: Technical Approach) is "Grant administration including all required forms, quarterly reporting, and reimbursement requests." The scope of this deliverable and Consultant's requisite time commitments have substantially exceeded Consultant's expectations. Specifically:

- Consultant's extended discussion with both Owner and Empire State Development ("ESD") regarding the Minority and Women-Owned Business Enterprise ("MWBE") requirements attached to the Project's \$50,000 grant from ESD and the MWBE waiver request drafted by Consultant at Owner's request. An MWBE waiver request was not envisioned in the Proposal and it was only

after substantial efforts assessing potential trail routes and initial expressions of support from multiple property owners that it was determined the boundary survey services included in the Proposal which had originally been intended to meet the Project's MWBE requirements were unnecessary during the Project's concept design phase. Compiling the MWBE waiver request required Consultant to draft a detailed narrative and gather over fifty (50) pages of exhibits and documentation detailing Owner's good faith MWBE outreach efforts.

- The ongoing discussions with Owner, Town, and Millennium Strategies ("Millennium") regarding grant opportunities intended to assist in future Project phases were not envisioned in the Proposal and were not included in the Proposal's budget. While Consultant is willing to assist these efforts to advance future phases of the Project, the associated costs were unanticipated and Consultant's efforts to date include extensive email correspondence and the drafting of materials intended to support a funding application through the Hudson River Valley Greenway ("HRVG") grant program. Additional efforts by Consultant in support of the HRVG application are anticipated prior to the conclusion of the Project.

While not included in the Proposal, these efforts have positioned Owner more strongly to secure and retain funding. The MWBE waiver process, while time-intensive, is intended to preserve the value of the \$50,000 ESD grant and protect the Project schedule. Similarly, Consultant's assistance with the HRVG grant application expands Owner's potential funding pool for future project phases. These activities go beyond the Proposal's envisioned scope and provide substantial value to Owner.

In consideration of the above, Consultant requests that Owner authorize this Amendment including an increase in Consultant's total fee in the amount of \$26,440. As stipulated in the Agreement, billing will continue to be on a time-and-expense basis, ensuring Owner will only be invoiced for actual hours worked. The requested increase of \$26,440 represents Consultant's best estimate of the additional effort required to complete the remaining scope. Consultant remains committed to efficiency and transparency in billing, and to completing the Project's public engagement process and final report to the highest professional standard.