

77 Main Street  
Post Office Box 369  
Warwick, NY 10990  
[www.villageofwarwickny.gov](http://www.villageofwarwickny.gov)



(845) 986-2031  
FAX (845) 986-6884  
[mayor@villageofwarwickny.gov](mailto:mayor@villageofwarwickny.gov)  
[clerk@villageofwarwickny.gov](mailto:clerk@villageofwarwickny.gov)

**VILLAGE OF WARWICK**  
INCORPORATED 1867

**PUBLIC NOTICE  
BUDGET WORK SESSIONS**

The Board of Trustees of the Village of Warwick will hold Budget Work Sessions for FY 2026-2027 at Village Hall, 77 Main Street, Warwick, NY 10990 during the following dates and times:

December 12, 2025, 9:00 a.m.  
December 16, 2025, 9:00 a.m.  
December 17, 2025, 9:00 a.m.  
December 19, 2025, 9:00 a.m.

The public is invited to attend.

**BY ORDER OF THE BOARD OF TRUSTEES  
VILLAGE OF WARWICK  
RAINAH ABRAMSON, VILLAGE CLERK**

**Dated: November 24, 2025**

**VILLAGE OF WARWICK**  
**2026 LIST OF HOLIDAYS**

<b>Holiday</b>	<b>Date of Holiday</b>	<b>Date Holiday is Observed by Village Hall</b>
New Year's Day	Thursday, January 1, 2026	Thursday, January 1, 2026
Martin Luther King, Jr.	Monday, January 19, 2026	Monday, January 19, 2026
Presidents' Day	Monday, February 16, 2026	Monday, February 16, 2026
Good Friday	Friday, April 3, 2026	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026	Wednesday, February 25, 2026
Independence Day	Saturday, July 4, 2026	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026	Monday, September 7, 2026
Columbus Day	Monday, October 12, 2026	Monday, October 12, 2026
Veterans Day	Wednesday, November 11, 2026	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026	Thursday, November 26, 2026
Day After Thanksgiving	Friday, November 27, 2026	Friday, November 27, 2026
Christmas Day	Friday, December 25, 2026	Friday, December 25, 2026

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

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## VILLAGE OF WARWICK

INCORPORATED 1867

### 2026 VILLAGE BOARD MEETING SCHEDULE

1<sup>ST</sup> & 3<sup>RD</sup> Monday of each month at 7:30 p.m., except as noted  
Village Hall, 77 Main Street, Warwick, NY

Schedule changes will be posted at Village Hall and on the Village's website:  
[www.villageofwarwickny.gov](http://www.villageofwarwickny.gov)

January 05, 2026 - 7:30 p.m.

January 20, 2026 (Tuesday) - 7:30 p.m.

February 02, 2026 - 7:30 p.m.

February 17, 2026 (Tuesday) - 7:30 p.m.

March 02, 2026 - 7:30 p.m.

March 16, 2026 - 7:30 p.m.

April 06, 2026 - 7:30 p.m.

April 20, 2026 - 7:30 p.m.

May 04, 2026 - 7:30 p.m.

May 18, 2026 - 7:30 p.m.

June 01, 2026 - 7:30 p.m.

June 15, 2026 - 7:30 p.m.

July 06, 2026 - 7:30 p.m.

July 20, 2026 - 7:30 p.m.

August 03, 2026 - 7:30 p.m.

August 17, 2026 - 7:30 p.m.

September 08, 2026 (Tuesday) - 7:30 p.m.

September 21, 2026 - 7:30 p.m.

October 05, 2026 - 7:30 p.m.

October 19, 2026 - 7:30 p.m.

November 02, 2026 - 7:30 p.m.

November 16, 2026 - 7:30 p.m.

December 07, 2026 - 7:30 p.m.

December 21, 2026 - 7:30 p.m.

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## VILLAGE OF WARWICK

INCORPORATED 1867

### 2026 PLANNING BOARD MEETING SCHEDULE

2<sup>nd</sup> Tuesday of the month at 7:30pm

\*Any changes to the schedule will be noticed electronically on the Village of Warwick website and posted at Village Hall. Applicant submittal date is three weeks prior to the meeting date, and due to the Secretary by noon on that date. \* **Please note that the Planning Board Meeting in the month of September will be held on Thursday, September 10, 2026.**

<u>Meeting Date</u>	<u>In-By-Date</u>
January 13, 2026	12/24/2025
February 10, 2026	1/21/2026
March 10, 2026	2/18/2026
April 14, 2026	3/17/2026
May 12, 2026	4/21/2026
June 9, 2026	5/19/2026
July 14, 2026	6/23/2026
August 11, 2026	7/21/2026
*September 10, 2026	8/20/2026
October 13, 2026	9/22/2026
November 10, 2026	10/20/2026
December 8, 2026	11/17/2026

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## VILLAGE OF WARWICK

INCORPORATED 1867

### 2026 AHDRB MEETING DATES

1<sup>st</sup> Tuesday of the month at 5:00pm

\*Any changes to the schedule will be noticed electronically on the Village of Warwick website and posted at Village Hall. Applicant submittal date is three weeks prior to the meeting date, and due to the AHDRB Administrator by noon on that date.

Meeting Date	In-By-Date
<b>January 6, 2026</b>	<b>12/16/2025</b>
<b>February 3, 2026</b>	<b>01/13/2026</b>
<b>March 3, 2026</b>	<b>02/10/2026</b>
<b>April 7, 2026</b>	<b>03/17/2026</b>
<b>May 5, 2026</b>	<b>04/14/2026</b>
<b>June 2, 2026</b>	<b>05/12/2026</b>
<b>July 7, 2026</b>	<b>06/16/2026</b>
<b>August 4, 2026</b>	<b>07/14/2026</b>
<b>September 1, 2026</b>	<b>08/11/2026</b>
<b>October 6, 2026</b>	<b>09/15/2026</b>
<b>November 3, 2026</b>	<b>10/13/2026</b>
<b>December 1, 2026</b>	<b>11/10/2026</b>

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## VILLAGE OF WARWICK

INCORPORATED 1867

### 2026 ZBA MEETING SCHEDULE

4<sup>th</sup> Tuesday of the month @ 7:00pm

\*Any changes to the schedule will be noticed electronically on the Village of Warwick website and posted at Village Hall. Applicant submittal date is three weeks prior to the meeting date, and due to the Secretary by noon on that date.

<u>Meeting Date</u>	<u>In-By-Date</u>
<b>January 27, 2026</b>	<b>01/06/2026</b>
<b>February 24, 2026</b>	<b>02/03/2026</b>
<b>March 24, 2026</b>	<b>03/03/2026</b>
<b>April 28, 2026</b>	<b>04/07/2026</b>
<b>May 26, 2026</b>	<b>05/05/2026</b>
<b>June 23, 2026</b>	<b>06/02/2026</b>
<b>July 28, 2026</b>	<b>07/07/2026</b>
<b>August 25, 2026</b>	<b>08/04/2026</b>
<b>September 22, 2026</b>	<b>09/01/2026</b>
<b>October 27, 2026</b>	<b>10/06/2026</b>
<b>November 24, 2026</b>	<b>11/03/2026</b>
<b>December 22, 2026</b>	<b>12/01/2026</b>

# Barton & Loguidice

November 24, 2025

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

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

Subj: Certified Payment Estimate No. 5A

File: 1334.019.001

Dear Mayor Newhardt:

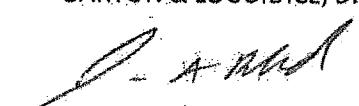
Attached please find a copy of the fifth request for payment for Contract No. 1A (General Construction) of the Village of Warwick Maple Ave. Pump Station Improvements Project. Also enclosed are the lien waiver and release form, and payment voucher associated with this application.

At this time, we recommend that the Village of Warwick review and authorize the payment to TAM Enterprises, Inc. in the amount of \$ 63,641.68 for work completed through November 30, 2025.

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

Sincerely,

BARTON & LOGUIDICE, D.P.C.

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

JAB/tlh

Attachment

Contractor's Application for Payment

Owner:	Village of Warwick	Owner's Project No.:	1334.019.001
Engineer:	Barton & Loguidice	Engineer's Project No.:	1334.019.001
Contractor:	TAM Enterprises Inc	Contractor's Project No.:	2448
Project:	The Relocation of Maple Ave Booster Pump Station		
Contract:			

Application No.:	5	Application Date:	11/30/2025
Application Period:	From 11/1/2025	to 11/30/2025	

1. Original Contract Price	\$ 1,060,000.00
2. Net change by Change Orders	\$
3. Current Contract Price (Line 1 + Line 2)	\$ 1,060,000.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 461,409.15
5. Retainage	
a. 5% X \$ 461,409.15 Work Completed =	\$ 23,070.46
b. 5% X \$ - Stored Materials =	\$
c. Total Retainage (Line 5.a + Line 5.b)	\$ 23,070.46
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 438,338.69
7. Less previous payments (Line 6 from prior application)	\$ 374,697.01
8. Amount due this application	\$ 63,641.68
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 621,661.31

Contractor's Certification

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

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

Contractor: TAM Enterprises Inc - Brian Cutler, Vice President

Signature: B. Cutler Date: 11/21/25

Recommended by Engineer

By: Jason Ballard - P.E. #1844  
 Title: Senior Associate  
 Date: 11/24/2025

Approved by Owner

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved by Funding Agency

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## Progress Estimate - Lump Sum Work

## Contractor's Application for Payment

Owner:	Village of Warwick			Owner's Project No.:	1334.019.001				
Engineer:	Barton & Loguidice			Engineer's Project No.:	1334.019.001				
Contractor:	TAM Enterprises Inc.			Contractor's Project No.:	2448				
Project:	The Relocation of Maple Ave Booster Pump Station								
Contract:									
Application No.:	5	Application Period:	From 11/01/25 to 11/30/25			Application Date:	11/30/25		
A Item No.	B Description	C Scheduled Value (\$)	D Work Completed (D + E) From Previous Application (\$)		E This Period (\$)	F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			Original Contract						
1	Bonds and Insurance	\$27,000.00	27,000.00		-	27,000.00	100%	\$0.00	
2	Submittals	\$50,000.00	50,000.00		-	50,000.00	100%	\$0.00	
3	Mobilization / Demobilization	\$28,425.55	14,212.78		-	14,212.78	50%	\$14,212.77	
4	Grand St. Site Preparation	\$17,643.61	6,175.26		31,458.35	17,643.61	100%	\$0.00	
5	Maple Ave. Booster Station Site preparation	\$14,184.60				-	0%	\$14,184.60	
6	Gas excavation from main to meter	\$12,057.16				-	0%	\$12,057.16	
7	Sidewalk Prep and Installation	\$15,000.00				-	0%	\$15,000.00	
8	C103 Assemble New Header on site. Cut in New Header. New water service across the road	\$17,431.45				-	0%	\$17,431.45	
9	C103 Water install Dual 6" Dp to USEMCO	\$37,437.16				-	0%	\$37,437.16	
10	C103 Proposed Drywell + 55ft SDR35, Drainage installation	\$8,346.54				-	0%	\$8,346.54	
11	Excavate, Prep. Backfill for Foundation for USEMCO Building	\$14,523.08			14,523.08	14,523.08	100%	\$0.00	
12	Foundation and Pour Stair pads SUB	\$35,000.00			35,000.00	35,000.00	100%	\$0.00	
13	Set and complete USEMCO Building (Payment Schedule to be 50 % to be paid after approval of Submittal, 45% to be paid after successful start up with 5% retainerage.)	\$490,731.70	245,365.85		-	245,365.85	50%	\$245,365.85	
14	Strip Top Soil, Prep for Paving	\$11,999.62			5,999.81	5,999.81	50%	\$5,999.81	
15	C103 Pave New Driveway	\$35,843.50			-	-	0%	\$35,843.50	
16	Excavation and Backfill of PRV Valve Vault	\$16,038.00			-	-	0%	\$16,038.00	
17	Installation of PRV Valve Vault, Pipe Fittings, Restoration	\$103,328.03	51,664.02		-	51,664.02	50%	\$51,664.01	
18	Start up and testing	\$20,000.00			-	-	0%	\$20,000.00	
19	Punch List items	\$15,000.00			-	-	0%	\$15,000.00	
20	Traffic and Safety	\$15,000.00			-	-	0%	\$15,000.00	
21	General Field order Allowance	\$75,000.00			-	-	0%	\$75,000.00	
		Original Contract Totals	\$ 1,060,000.00	\$ 394,417.91	\$ 66,991.24	\$ -	\$ 461,409.15	44%	\$598,590.85
Change Orders									

Lump Sum

Progress Estimate - Lump Sum Work

								Contractor's Application for Payment	
Owner:	Village of Warwick						Owner's Project No.:	1334.019.001	
Engineer:	Barton & Loguidice						Engineer's Project No.:	1334.019.001	
Contractor:	TAM Enterprises Inc						Contractor's Project No.:	2448	
Project:	The Relocation of Maple Ave Booster Pump Station								
Contract:									
Application No.:	5	Application Period:	From	11/01/25	to	11/30/25	Application Date:	11/30/25	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Original Contract and Change Orders									
Project Totals	\$ 1,060,000.00	\$ 394,417.91	\$ 65,991.24	\$ -	\$ 461,409.15	\$ -	44%	\$ 598,590.85	

Lump Sum

EJCDC C-620 Contractor's Application for Payment  
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2 of 2

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

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

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

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of \$63,641.68 provided for herein, Undersigned agrees as follows:

- 1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.
- 2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

None

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

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

None

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

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this 21<sup>st</sup> day of November, 2025.

AMOUNT OF THIS

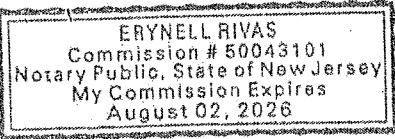
PARTIAL/FINAL PAYMENT: \$ 63,641.68

B. Cutler

Office/Authorized Signature

Brian Cutler / Vice President

Printed Name and Title



Sworn to before me this 21<sup>st</sup> day of November, 2025.

B.

Notary Public

END OF SECTION

08.24  
1334,019.001

LIEN WAIVER AND RELEASE  
01 29 00.10-3

## TEMPORARY REVOCABLE LICENSE AGREEMENT

**THIS AGREEMENT**, dated November \_\_, 2025, by and between the Village of Warwick, a municipal corporation with offices at 77 Main Street, Warwick, New York, 10990 ("Village"), Warwick Grove Homeowners' Association, Inc., a homeowners' association located in Warwick, New York, 10990 (the "HOA"), and the HOA's snow removal contractor, Wright Brothers Landscaping, a limited liability company providing landscaping and snow removal services with offices at 325 Kings Highway, Warwick, New York 10990 ("Wright Brothers"),

**WHEREAS:** The Village was granted an Easement and an Irrevocable Offer of Dedication by Warwick Grove Company, LLC both dated May 21, 2013, governing infrastructure including pump stations (the "Property"), which includes a sewage pump station accessible from Mistucky Circle as described in the easement.

**WHEREAS:** The HOA has requested that the HOA may use the area inside the fence of the Property to temporarily park snow removal vehicles and/or equipment from November 1, 2025, through May 1, 2026.

**WHEREAS:** The Village Board of Trustees is willing to permit the HOA to make the said use of the Property from November 1, 2025, through May 1, 2026, as a measure which promotes health and safety of the residents of the Village of Warwick, provided that the said snow removal vehicles and equipment are being used for clearing snow from the HOA's property in the Warwick Grove residential development.

NOW, THEREFORE, in consideration of their mutual covenants and obligations, which all parties agree constitute good and valid consideration, the parties agree as follows:

1. The Village hereby grants a revocable license to the HOA to use the portion of the Property depicted in Exhibit A for temporary parking of snow removal vehicles and equipment for the purpose of plowing the aforesaid property of the HOA. This revocable license shall extend to the HOA, its contractors, subcontractors, members, employees and agents, and shall permit them to enter upon the Property as necessary to place, store, access, and use such vehicles and equipment. The term of the said license shall be November 1, 2025, through May 1, 2026.
2. In consideration of grant of the said revocable license, the HOA shall pay the Village the sum of One Dollar (\$1.00) upon execution of this License Agreement.
3. The HOA shall indemnify and hold harmless the Village and its Board of Trustees from claims arising from its use of the Property, including reasonable attorneys' fees and expenses. Further, the HOA agrees to require its snow removal contractor to indemnify and hold harmless the Village and its Board of Trustees from claims arising from its use of the Property, in substantially the form provided below. The HOA shall cause its snow removal contractor to have and maintain public liability insurance of the types and in the amounts specified in its contract, to name the Village an additional insured on such insurance, and to provide the Village with a certificate of insurance and copies of the relevant policies on request. This insurance shall not be permitted to lapse and in the event of any change, the contractor shall provide the HOA and Village with new certificates of insurance, and the certificate of

insurance shall provide that the Village is entitled to at least thirty (30) days' notice of any change in coverage or cancellation of the policy.

4. The HOA may begin using the Property on November 1, 2025, and must vacate the Property by May 1, 2026. The HOA agrees to leave the Property in substantially the same condition in which the Property was on November 1, 2025.

5. The Village is not obligated to perform any work on the Property, and is specifically not required to clear the Property or a path to vehicles parked or equipment stored there in the event of snowfall. The Village is not responsible for theft or damage to vehicles parked or equipment stored on the Property or at any other time. The owner of any vehicles or equipment shall bear all risk of theft, damage, or vandalism.

6. No maintenance or repairs of vehicles or equipment shall be performed at the Property. Nor shall any gasoline, oil or other petroleum products be stored or used to service vehicles or equipment on the Property. There shall be no storage of salt or other de-icing chemicals on the Property.

7. The HOA and its snow removal contractor shall at all times comply with applicable law. Further, the HOA and its snow removal contractor shall at all times keep the Property in neat and clean condition in accordance with the Property Maintenance provisions of the Village Code. Additionally, the use made of the Property by the HOA and its contractors shall be conducted in such a manner so as not to create unreasonable noise, odors or fumes.

8. This Agreement cannot be modified, except in writing signed by all of the parties. Each of the parties warrants and represents that its signatory to this Agreement possesses authority to execute the Agreement and to bind the respective party to the terms of this Agreement.

9. The HOA may change snow removal contractors. At the HOA's request, the Village will permit a new contractor to use the Property under this license provided the contractor provides the required insurance and indemnification, and complies with the other terms of this license. In the event that Wright Brothers is no longer providing snow removal services to the HOA, it shall no longer be permitted to park vehicles or store equipment at the Property. With the consent of the HOA, Wright Brothers may assign its interest under this Agreement to a successor snow removal contractor provided the successor contractor assumes the obligations of Wright Brothers under this Agreement. In that case, the HOA will notify the Village in writing.

10. Wright Brothers agrees to defend, hold harmless, and indemnify the Village and its Board of Trustees from and against any and all claims, suits, losses, damages, investigations and proceedings, including reasonable attorneys' fees and expenses (collectively "Losses") to the extent arising or based directly or indirectly on: (a) its use of the Property pursuant to this Agreement; (b) personal injury or property damage arising out of its use of the Property; and (c) personal injury or property damage arising from its vehicles, equipment and/or the operation thereof.

11. In the event of a breach of this Temporary Revocable License Agreement by the HOA or its contractors, the Village may terminate the license upon seven (7) day's written notice. There shall be no right to cure a breach. Further, in the event that the Village brings a lawsuit against the HOA or its contractors for breach of this agreement, damage to the Property or to recover possession of the Property, the Village shall be entitled to an award of attorneys' fees in the event that it prevails in such action.

WHEREFORE, the parties duly executed this Agreement on the date first written above.

VILLAGE OF WARWICK	WRIGHT BROTHERS LANDSCAPING, LLC
By: _____ Michael Newhard, Mayor	By: _____ _____, Member
	WARWICK GROVE HOMEOWNERS ASSOCIATION, INC. By: _____ _____, President

# TOWN OF WARWICK

Eileen M. Astorino  
Town Clerk/Registrar  
132 Kings Highway  
Warwick, New York 10990-3152  
Tel: (845) 986-1124, ext. 246  
Fax: (845) 987-1499  
clerk@townofwarwick.org



Carolyn Purta, Deputy Town Clerk/Deputy Registrar  
Melissa Stevens, Deputy Town Clerk  
Tel: (845) 986-1124, ext. 244 or 245  
Fax: (845) 987-1499

November 12, 2025

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

Dear Mayor & Board members,

I am currently the Town Clerk and the Registrar for the Town of Warwick and all its' Villages. I am writing this letter asking you to re-appoint me as Registrar for the Village of Warwick for a four-year term to expire 12/31/2029. I will receive no additional compensation from the Village of Warwick other than the \$10.00 per copy I provide to the applicant requesting a certified copy of a Birth or Death Certificate issued by me.

I realize the position is one of confidentiality. I have followed all the laws according to the NYS Health Department as Registrar and will continue to do so if re- appointed as your Village Registrar. My knowledge of the procedures associated with that of a registrar over the past few years provide me with the qualifications to handle the position.

I have enclosed a Notification of Appointment of Registrar of Vital Statistics DOH-1556 Form from NYS Department of Health that needs to be completed by you. If you have any questions please do not hesitate to call me at 845-986-1124 ext.246.

**\*Please sign and return to my office at the above address.**

Thank you,

*Eileen M. Astorino*

Eileen M. Astorino  
Town Clerk/ Registrar

**Notification of Appointment of Registrar of Vital Statistics**

**IMPORTANT:** This notice and oath shall be executed in triplicate immediately after appointment of the registrar and deputy registrar. File original copy with the New York State Department of Health, Vital Records Registration Unit, P. O. Box 2602, Albany, NY 12220-2602. File one copy with your County Clerk and retain one copy for your records.

		<b>Current Appointee</b>	<b>New Appointee</b> (If reappointment, enter correction only)
<b>COUNTY &amp; DISTRICT NUMBER</b>		Orange 3529	
<b>REGISTRAR</b>	Name	Eileen M. Astorino	
	Town/City/Village	Village of Warwick	
	Street Address	132 Kings Highway	
	City and State	Warwick, NY	
	Zip Code	10990	
	Telephone Number (include area code & ext.)	(845) 986-1124	Ext. 246
E-Mail Address <u>clerk@townofwarwick.org</u>			
If New Appointment, is this:		<input checked="" type="checkbox"/> Reappointment <input type="checkbox"/> New Appointment	FAX (845) 987-1499
		<input type="checkbox"/> Election <input type="checkbox"/> Resignation <input type="checkbox"/> Other	Salaried: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Effective Date of Appointment (give month and year)		January 1, 2026	
Is Registrar also City/Town Clerk?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Specify Locality: Village of Warwick
Length of Term (give number of years)		4 years	
Date Term Expires (give month and year)		December 31, 2029	

P.O. Box 369 Warwick, NY 10990 (845) 986-2031

Signature of Appointing Officer Business Address Telephone

Mayor

Title of Appointing Officer Date

<b>DEPUTY REGISTRAR</b>	Name	Carolyn Purta	
	Street Address	132 Kings Highway	
	City, State and Zip Code	Warwick, NY 10990	
	Telephone Number (include area code & ext.)	(845) 986-1124	Ext. 245

**REGISTRAR'S AFFIDAVIT**

STATE OF NEW YORK }  
COUNTY OF } SS: I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Registrar of Vital Statistics, according to the best of my abilities.

I am not engaged in the business of funeral directing, embalming or undertaking.

Signed: Eileen M. Astorino 23 Main Street, Warwick, NY 10990 (845) 988-6382  
Registrar of Vital Statistics Home Address Telephone

Subscribed and sworn to (affirmed) before me this 13 day of November, 2025 Notary Public Maureen A. Stevens  
Notary Public, State of New York No. 01ST6062297

**DEPUTY REGISTRAR'S AFFIDAVIT**

STATE OF NEW YORK }  
COUNTY OF } SS: I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Deputy Registrar of Vital Statistics, according to the best of my abilities.

I am not engaged in the business of funeral directing, embalming or undertaking.

Signed: Carolyn Purta 18 High Hill Avenue, Warwick, NY 10990 (845) 988-9768  
Deputy Registrar of Vital Statistics Home Address Telephone

Subscribed and sworn to (affirmed) before me this 13 day of November, 2025 Notary Public Maureen A. Stevens  
Notary Public, State of New York No. 01ST6062297

Qualified In Orange County  
Commission Expires August 6, 2029  
Notary Public, State of New York  
No. 01ST6062297  
Qualified In Orange County  
Commission Expires August 6, 2029

SEND TO: Director of Vital Records  
P.O. Box 2602  
Albany, NY 12220-2602

District No. 3529

To the State Commissioner of Health, Albany, New York

Under the authority of the provisions of Section 4122 of the Public Health Law, I do hereby appoint as Subregistrar of Vital Statistics, subject to your approval:

The location of registration services will be at the following address or at such other place as shall be deemed necessary:

Number of subregistrars currently active (prior to this appointment):

If this appointment is to replace a subregistrar:

Check box if this appointment is solely for mass fatality incident response:

This appointment is necessary for the convenience of the people in this district for the following reasons:

<i>First</i>	<i>Middle</i>	<i>Last</i>
Eileen	Mary	Astorino
<i>Street</i>		
132 Kings Highway		
<i>City</i>	<i>ZIP</i>	<i>Phone</i>
Warwick	10990	( 845) 986-1124
<i>Email</i>	<i>Fax</i>	
registrar@townofwarwick.org	( 845) 987-1499	

<i>Name: First</i>	<i>Last</i>
Melissa	Stevens

Eileen M. Astorino

Print (or) Type Registrar's Name

Signed ►

Eileen M. Astorino

Registrar of Vital Statistics

Date November 12, 2025

I do solemnly swear (affirm) that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the office of Subregistrar of Vital Statistics, according to the best of my ability.

I am not engaged in the business of funeral directing, embalming, or undertaking.

Signed   
Subregistrar of Vital Statistics

8 Entin Terrace  
Home Address

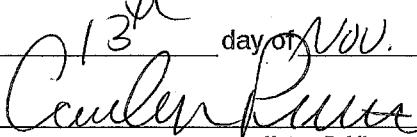
Warwick	NY	10990
City	State	ZIP
registrar@townofwarwick.org		
Email Address		
(845) 742-0886		
Phone		

STATE OF NEW YORK

County of Orange

SS.:

Subscribed and sworn to (affirmed) before me this

13<sup>th</sup> day of Nov. 2025  
  
Notary Public

Carolyn Purta  
Notary Public, State of New York  
No. 01PU6073570  
Qualified in Orange County  
Commission Expires April 22, 2026

Approved by

James V. McDonald, M.D., M.P.H.

New York State Commissioner of Health

Date \_\_\_\_\_

By:

Director of Vital Records

**Heritage Landscapes LLC**  
**Preservation Landscape Architects & Planners**  
**34 Wall Street, Norwalk CT 06850**  
**CT Office 203-852-9966**  
**Mobile 203-858-6110**  
**heritagel Landscapes.com**

**From:** Peter F. Viteretto <[viteretto@heritagel Landscapes.com](mailto:viteretto@heritagel Landscapes.com)>  
**Sent:** Monday, November 10, 2025 11:37 AM  
**To:** 'mayor@villageofwarwick.org' <[mayor@villageofwarwick.org](mailto:mayor@villageofwarwick.org)>  
**Cc:** 'odonnell@heritagel Landscapes.com' <[odonnell@heritagel Landscapes.com](mailto:odonnell@heritagel Landscapes.com)>; 'Peter F. Viteretto' <[viteretto@heritagel Landscapes.com](mailto:viteretto@heritagel Landscapes.com)>  
**Subject:** Fowler Garden Rehabilitation

Good morning, Mayor Newhard,

We are following up on our conversation regarding salvaged bluestone for the Fowler Garden walks before I left for two back-to-back conferences in October. I spoke with Patricia, and Heritage Landscapes prepared a staffing chart and fee structure for the Fowler Garden. After reviewing that draft, we think it is too costly and will not get the garden moving forward. We believe starting the project in the current fiscal year would help gain momentum.

We are rethinking the approach as a step-by-step process, working with you and either Village staffing or, if you have, contractors on open vendor contracts to avoid public bidding. The work is targeted to use the salvaged bluestone for the garden's perimeter walks as a next step in advancing the garden's rehabilitation. This is a possible sequence of next steps, working with the Village to provide base information. These tasks can start our collaboration:

1. Warwick to take selected spot elevations as the garden is nearly flat, and the perimeter garden walk will need positive surface drainage. This allows considerations for providing accessible grades from the adjacent Robin Brae Drive and potentially setting the overall central panel grade slightly higher for better overall drainage.
2. Warwick to annotate the 2018 existing condition plan with tree removals and any changes that may have taken place along Robin Brae Drive
3. Warwick to provide an inventory of the available salvaged bluestone for paving/determine if there is sufficient material and/or if additional material is needed.

*Forward the above reports and annotations to Heritage Landscapes.*

4. Heritage Landscapes to prepare a sketch layout based on elevations. Sketch to include parking, garden walks and typical construction sections for the paving.
5. Heritage Landscapes to layout the garden walk and elevations on site with either Village staff, contracted vendor or possibly a private donor/volunteer force. The layout would anticipate improvements to the parking area and garden features.

We think that about 20 to 24 hours at \$3,500 to \$4,000 would cover our work on the above tasks and on-site layout.

This effort would be followed by continued buildout of the garden, planting and soils, decorative elements such as herms, a semi-circular bench, an arbor, and a central fountain basin. The pergola is a larger item that needs to be designed for a public garden to meet safety and durability standards, which may require more public input/support, and perhaps a longer funding timeline.

Patricia and I would like to talk this through with you and get your thoughts on how to proceed. Let us know if there is a time this week that works for you to set up a call.

My Best  
Peter

Peter F. Viteretto, PLA, FASLA, Principal  
*ASLA Firm Award Honoree 2019*

**Heritage Landscapes LLC**  
**Preservation Landscape Architects & Planners**  
**34 Wall Street, Norwalk CT 06850**  
*CT Office 203-852-9966*  
*Mobile 203-858-6110*  
[heritagelandscapes.com](http://heritagelandscapes.com)