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VILLAGE OF WARWICK
CLERK'S OFFICE

CONVERGENT

January 13, 2026

Mayor Michael Newhard
Members of the Village Board
Village of Warwick
77 Main Street
Warwick, NY 10990

Dear Mayor Newhard and Members of the Village Board,

Thank you for your continued leadership and for the attention given to the issue during your January 5 meeting. I write today to provide an update on our Church Street facility, to clarify several aspects of the incident and our response, and to affirm our ongoing commitments to the Village of Warwick. As always, we welcome the opportunity to meet with you and your team and to work toward a constructive process moving forward.

On December 19, 2025, our emergency response plan was activated following an internal fire in one of the battery enclosures at our Church Street site. The fire was contained to a single unit and extinguished within 24 hours. Crucially, there were no injuries, and the event did not necessitate evacuation or shelter-in-place orders. There was also no damage beyond the enclosure, or any evidence of risk to public health or environmental impact as a result of this incident. Orange County Hazmat measured air quality as safe throughout the weekend of the incident.

Our response team was dispatched immediately, and qualified personnel were on site two hours before the four-hour benchmark recommended by the State. While the facility was monitored closely throughout the event, the contained nature of the incident meant that local emergency responder resources were only minimally required.

We took the facility offline immediately after the fire alarm was triggered and have retained DNV Energy USA, Inc., a nationally recognized third-party expert, to lead an independent root cause analysis (RCA). We have also idled the only other battery systems of the same model in our fleet until the results are in and any corrective measures are fully implemented.

All of this to say that while this incident caused frustration and concern in the community, we take heart in the fact that the incident did not cause harm beyond the damage to the

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system, which impacts Convergent, not the taxpayers of Warwick. We believe this event is not unprecedented among other events that routinely occur with electrical infrastructure like blown transformers or downed powerlines.

Several public statements and media reports have raised questions about the facility's compliance status at the time of the incident. We want to be clear: the Church Street system was built under a valid building permit in accordance with plans that had been reviewed and approved by the Village Planning Board and Building Inspector, and had passed inspection many months prior to the incident. As the Building Department reconfirmed to Convergent by email as recently as June 2025, work at the facility was considered completed, with no indication by the Code Compliance Officer (CCO) of non-compliance, and the failure to timely issue a Certificate of Compliance – a ministerial action that should have been taken by the CCO when he determined compliance with code– was instead driven by the Village Board's non-code-related questions.

At all times, safety has been our top priority. We believe that the design and monitoring improvements implemented following the 2023 incident adequately addressed the root causes identified from those incidents. While we understand the concerns expressed, it is premature to conclude that the 2023 and 2025 incidents share a common cause. We believe it is both prudent and responsible to let the independent third-party root cause analysis guide our shared understanding.

Since our arrival in the Warwick community, we have been forthcoming and willing to engage transparently with Village staff, the Fire Department, and the Building Department. We value these relationships and respect the professionalism and care that Village officials have shown. As a company that does business in your community, we view ourselves as a constituent, and we remain committed to constructive dialogue and clear accountability.

We understand that a series of incidents in the Warwick community over the past two years raise serious concerns and frustrations.

In response to specific requests from the Village, we confirm the following:

- We stand ready to reimburse the Village or local emergency services for any costs incurred in connection with the December incident, just as we did following the 2023 events. In fact, we previously made a meaningful monetary contribution to the Warwick Fire Department for the purchase of a thermal-imaging drone that would enhance their capabilities, including in the event of future battery-related incidents.

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- The Church Street system has been disconnected and has remained out of service since the incident began.
- The facility has been stabilized and secured, and we are now focused on enabling a thorough damage assessment, a root cause investigation, and the development of a cleanup and restoration plan. Each step will be undertaken in full compliance with applicable codes and regulations.
- We welcome the involvement of the Village's Building Inspector and third-party engineer and look forward to seeing our eagerness to engage in this respect met with reciprocal interest.
- As we did before, we will share the findings of the DNV root cause analysis with the Village and the public. We welcome oversight and will be responsive to your inquiries.

We want to reiterate our gratitude to the Warwick Fire Department, Local and State Police, the Sheriff's Office, the Town of Warwick, the Village of Warwick, several divisions of Orange County Emergency Services, including Hazmat, and Mayor Newhard for their diligence and tireless commitment to the community.

Once again, we apologize for the disruption and concern this has caused, and we plan to continue updating the community as the situation develops.

Sincerely,

Frank Genova
Co-Chief Executive Officer
Convergent Energy and Power

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24 Wheeler Ave,
Warwick, NY 10990

62 Waterbury Road
Warwick NY, 10990

Subject: Commendation for Outstanding Service: Kristin Bialosky

Dear Mayor Newhard,

I am writing to share my sincere appreciation and strong commendation for Kristin Bialosky, the Building, Planning, Zoning & AHDRB Administrator for the Village of Warwick.

As a resident and property owner navigating the Village's permitting and approval processes for the first time, I found Kristin to be an exceptional public servant in every sense. She was consistently friendly, professional, organized, and extremely knowledgeable, and she approached every interaction with patience, clarity, and a genuine willingness to help.

What stood out most was her ability to guide a first-time applicant through what can often be a complex and intimidating process. Kristin was responsive, proactive, and detail-oriented, ensuring that paperwork, deadlines, and procedural requirements were clearly explained and handled efficiently. Her support significantly reduced friction, confusion, and delays, a credit not only to her role, but to the Village as a whole.

Equally important, Kristin's demeanor reflects positively on Warwick's local government. Her professionalism, calmness under pressure, and respectful engagement foster trust and cooperation between residents and the Village; something that cannot be overstated in land-use, zoning, and planning matters.

Based on my experience, Kristin is exactly the type of employee municipalities strive to retain: someone who combines technical competence with strong interpersonal skills and a genuine commitment to serving the public well. Her contributions meaningfully improve the efficiency and reputation of the Village's administrative processes.

I felt it was important to formally share this feedback and express my strong support for Kristin's continued growth and recognition within the Village. Warwick is fortunate to have her, and I hope her efforts are acknowledged accordingly.

Thank you for your time and for your continued leadership of the Village.

Respectfully,

John Peruso Jr.
12.16.25

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Via Fedex

December 30, 2025

Village of Warwick
77 Main Street
Warwick, NY 10990

Re: Telecommunications Building Permit Application
AT&T Mobility Installation – FA # 10133512 – Site Name: WARWICK CENTRAL – PTN: 2191AA1NS9; Site Address: 15 Maple Avenue, Warwick, NY 10990;

To Whom It May Concern:

Airosmith Development is an authorized representative/agent for AT&T Mobility. AT&T is a Tenant at the above noted site and is seeking to modify its existing telecom installation. We are submitting this application as an eligible facilities request ("EFR") under Section 6409, referenced below.

Section 6409 of the Federal Middle Class Tax Relief and Job Creation Act ("Section 6409") was adopted in 2012. Under Section 6409, your city retains discretionary zoning review over the construction of *new* towers, but simple collocations and/or equipment upgrades at existing telecommunications facilities must be approved. The new law provides that:

> "**a State or local government** may not deny, and **shall approve**, any eligible facilities request for a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."

The federal law defines an "eligible facilities request" as "(A) **collocation of new transmission equipment**; (B) **removal of transmission equipment**; or (C) **replacement of transmission equipment.**"

Also, the Federal Communications Commission issued a Wireless Infrastructure Report and Order on October 17, 2014 ("FCC Order") which established regulations that clarify and streamline the municipal approval process for eligible facilities requests under Section 6409. A copy of the FCC Order is enclosed herewith.

The FCC Order clarifies that municipal review of an eligible facilities request is **limited to determining whether the request falls within Section 6409:**

> "a State or local government may require the applicant to provide documentation or information **only to the extent reasonably related to determining whether the request meets the requirements of this section** [Section 6409]. A State or local government **may not require an applicant to submit any other documentation**, including but not limited to documentation intended to illustrate the need for such wireless facilities or to justify the business decision to modify such wireless facilities."47 C.F.R. 1.40001(c)(1) (Emphasis added).

The FCC Order also specifies that the term "base station" includes any structure that "supports or houses" communications equipment. Since this structure already supports communications equipment, it is considered a "base station" under Section 6409.

AT&T's Application is an Eligible Facilities Request under Section 6409

AT&T's application qualifies as an eligible facilities request under Section 6409 because the proposed installation involves "a modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station."

As shown on the plans prepared by GT dated 06/4/2025, AT&T's proposed installation consist principally of the following elements:

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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 BBU
(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

Accordingly, AT&T's installation involves **the "replacement of transmission equipment"/"removal of transmission equipment" that will not increase the height of the installation nor the dimensions of the equipment compound.** As a result, the installation "does not substantially change the physical dimensions of such tower or base station." Therefore, these proposed equipment upgrades constitute an "eligible facilities request" under Section 6409 and must be approved.

Timeline for Review and Approval

We would like to highlight an important timing requirement for processing this application. The FCC Order determined that **a municipality must act on an eligible facilities request within sixty (60) days of receiving the application**. 47 C.F.R. 1.40001(c)(2) (Emphasis added). (Note, the sixty (60)-day period is also known as the "Shot Clock"). Thus, the city must approve this application within sixty (60) days of its receipt. The FCC Order provides that upon a municipality's failure to act prior to expiration of the Shot Clock, the **"request shall be deemed granted"** and AT&T will be legally entitled to proceed with construction. 47 C.F.R. 1.40001(c)(4) (Emphasis added).

Note that the FCC Order does allow the Shot Clock to be tolled if an application is incomplete. However, in order to do so, a municipality must provide written notice that the application is incomplete within thirty (30) days of the submittal. 47 C.F.R. 1.40001(c)(3)(i). The notice must "clearly and specifically" describe the missing documents or information, 47 C.F.R. 1.40001(c)(3)(i), and, as previously mentioned**, such documentation must be necessary to the determination of whether the application qualifies as an eligible facilities request**. If the municipality requests additional information after the first thirty (30) days have passed, we will still provide any "reasonably related" information allowed under the FCC Order, but the Shot Clock will not be tolled.

AT&T's Application was submitted to the Village of Warwick via USPS on July 26, 2025. On August 11, 2025, AT&T received an email from Raina M. Abramson, Village Clerk for the Village of Warwick, attaching a renewal application and notifying AT&T that the submission was incomplete and required additional documentation. AT&T supplemented the Application with the requested materials on October 2, 2025. Upon receipt of the associated check, the shot clock was no longer tolled, and the Village had ten (10) days to request any additional information necessary for its review.

On November 12, 2025, AT&T received an email from Ms. Abramson attaching the Village Engineer's review letter for this project. The sixty (60)-day shot clock for action on this Eligible Facilities Request expired on October 13, 2025. As such, the Application is deemed approved under Section 6409. Notwithstanding this deemed approval, AT&T is continuing to work cooperatively with the Village to address the items outlined in the review letter and to ensure a smooth completion of the permitting process.

Here are AT&T's responses to the comments outlined in the Village Engineer's November 12, 2025 review letter:

1. AT&T is requesting a waiver under 6409, as a landowner signature is not required to determine substantial change.
2. AT&T is requesting a waiver under 6409, as a narrative demonstrating need for service is a zoning requirement and not applicable to 6409 review.
3. AT&T notes this item is not applicable as it pertains to the review of an EFR under Section 6409.
4. AT&T will provide all tax map parcel numbers.
5. AT&T will add the zoning district and Historic District notation to the plans.
6. AT&T will include the size of the property on the application.
7. AT&T is requesting a waiver under 6409, as identifying residential structures within 750 feet is a zoning-based requirement.
8. AT&T is requesting a waiver under 6409 for the same reason as Item 7.
9. AT&T will confirm that no landscaping applies to this rooftop installation.

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10. AT&T will provide antenna information and mount capacity details.
11. AT&T will include a description of the facility and associated appurtenances.
12. AT&T will provide frequencies, modulation, and class of service.
13. AT&T will supply transmission power and ERP values.
14. AT&T will review the code to determine whether this item is explicitly required.
15. AT&T will provide its maintenance and inspection procedures.
16. AT&T will provide NIER compliance certification.
17. AT&T will provide the required non-interference certification.
18. AT&T will include the applicable FCC license.
19. AT&T is requesting a waiver under 6409, as propagation studies fall outside EFR review under Section 6409 .
20. AT&T is requesting a waiver under 6409, as certification regarding co-location agreements is not relevant to eligibility.
21. AT&T will provide the required structural certification.
22. AT&T notes that the required bond should already be on file.
23. AT&T is requesting a waiver as this is an existing facility.
24. AT&T is requesting a waiver as this is an existing facility.
25. AT&T confirms that no new noise will be created by the proposed modification.
26. AT&T notes this item is not applicable as it pertains to the review of an EFR under Section 6409.
27. AT&T notes this item is not applicable as it pertains to the review of an EFR under Section 6409.
28. AT&T will review whether the extent and parameters of the Special Use must be added to the plans.
29. AT&T will address performance security if required.
30. AT&T will note the annual NIER certification requirement on the plans.
31. AT&T will provide liability insurance.
32. AT&T will provide indemnification documentation.
33. AT&T notes this item is not applicable as it pertains to the review of an EFR under Section 6409.
34. AT&T notes this item is not applicable as it pertains to the review of an EFR under Section 6409.
35. AT&T notes this item is not applicable as it pertains to the review of an EFR under Section 6409.
36. AT&T will provide the Long Form EAF Part 1 as a courtesy.

Should there be any questions regarding this information, please do not hesitate to reach out.

Sincerely,

Joseph Castellano

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REPLY TO:
Tarrytown Office

December 30, 2025

Hon. Mayor Michael J. Newhard and
Members of the Village Board of Trustees
Village of Warwick
77 Main Street Warwick, NY

RE: T-Mobile Northeast LLC
Eligible Facilities Request Application
15 Maple Avenue, Warwick, NY 10990

Hon. Mayor Michael J. Newhard and
Members of the Village Board of Trustees:

As you are aware, we represent T-Mobile Northeast LLC ("T-Mobile") in connection with its applications to renew the special permit for the existing facility ("Existing Facility") located on the rooftop of the existing building ("Existing Building") at the above referenced property ("Property"). The application also includes a modification request that qualifies as an eligible facilities request in accordance with section 6409 (codified as 47 U.S.C. 1455(a)) of the Middle Class Tax Relief and Job Creation Act of 2012 ("Tax Relief Act"), and its implementing regulations 47 C.F.R. §1.6100.

In furtherance of the foregoing, and in response to the Village Engineer comments dated September 17, 2025 ("Village Comments") enclosed please find the following:

1) Updated Application Form;
2) Updated EAF;
3) T-Mobile RF Justification Letter;
4) T-Mobile Non-Interference Letter;
5) T-Mobile Insurance;
6) Engineer Response Letter; and
7) Plans.

In further response to the Village Comments below please find excerpts from the Village Comments in bold with T-Mobile's responses thereto directly beneath.

1. **The landowner must also sign the application.**
   Submitted herewith is the landowner's signature on the application form.

2. **Provide plans that are signed and sealed by a New York State licensed professional engineer.**
   The Plans submitted herewith have been signed and sealed by a NY PE.

3. **Provide a written narrative of the need for the wireless telecommunications facility to provide service primarily within the Village.**
   Please find submitted herewith T-Mobile's RF Justification Letter. It is also noted that the Existing Facility is currently supplying service to the Village and this application is to renew the special permit for said facility as well as upgrade the equipment.

4. **Provide the name and address of person(s) preparing each report.**
   The name and address of each person preparing reports has been included in 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.**
   No Response from Applicant.

6. **Provide all Tax Map parcel numbers for the property on the application and plans.**
   Please see Sheet A-01 on the 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.**
   Please see Sheet T-1 on the Plans

8. **Provide the size of the property on the application.**
   This has been included on the Application Form submitted herewith, the Property is 174,656.6 square feet.

9. **Provide the location of all residential structures within 750 feet of the property boundary lines.**
   Please see Sheet A-03 of the Plans. We also respectfully submit that this is an application involving an existing facility and using an existing structure.

10. **Provide the location and uses of all occupied structures within 750 feet of the property boundary lines.**
    Please see Sheet A-03 of the Plans. We also respectfully submit that this is an application involving an existing facility and using an existing structure.

11. **Provide the location, size and height of all proposed and existing antennas and all appurtenant structures on the Site Plan.**

Please see Sheets A-05 through A-12 of the Plans.

12. **Provide the type, size and location of all proposed and existing landscaping.**
No landscaping has been proposed or is existing for the Existing Facility as it is a rooftop wireless facility and all antennas are concealed behind screenwalls.

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.**
Please see the RF Justification Letter and Plan Sheets A-09 and A-12. It is also respectfully submitted that this is an existing facility using an existing rooftop structure that already supports multiple users. Previously submitted with the application are structural reports that confirm the Existing Building can support the new equipment.

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?).**
This information has been included on Sheet A-12 and the tables on Sheet A-12 have been updated to better clarify existing and proposed 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.**
The antennas will continue to be concealed behind a stealth screenwall that mimics the buildings texture and color, see Sheet A-11 of the Plans.

16. **Provide the frequency, modulation and class of service of radio or other transmitting equipment.**
Please see T-Mobile's Non-Interference Letter submitted herewith.

17. **Provide the transmission and maximum effective radiated power of the antenna(s).**
Please see T-Mobile's Non-Interference Letter submitted herewith.

18. **Provide the direction of maximum lobes and associated radiation of the antenna(s).**
Please see T-Mobile's Non-Interference Letter submitted herewith.

19. **Provide the Applicant's proposed wireless facility maintenance and inspection procedures and related system of record.**
The Facility is remotely monitored and inspected in compliance with federal, state and local requirements, including annual NIER Certification inspections as required by the Village Code. See Sheet A-02 of the Plans.

20. **Provide certification that NEIR levels at the proposed site are within the threshold levels adopted by the FCC.**
The FCC Compliance Report previously filed includes such certification, which has also been further supported by the Non-Interference Letter submitted herewith.

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.**
    Please see the Non-Interference Letter submitted herewith.

22. **Provide a copy of the FCC license applicable for the use of the wireless telecommunications facility.**
    Copies of T-Mobile's FCC licenses for the market area have been appended to the RF Justification Letter.

23. **Provide propagation studies of the proposed site and all adjoining proposed or in-service or existing sites. (including other telecommunication carriers).**
    T-Mobile's propagation maps have been included with the RF Justification Letter. T-Mobile does not have the information related to other wireless carriers, and it is respectfully submitted that the Village Code does not require T-Mobile provide coverage data for other carriers related to an application for a T-Mobile facility.

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.**
    There are no such agreements.

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.**
    An "as built" certification would need to be provided during a CO application process after the upgrades to the Facility are constructed. The Application includes both plans and structural reports that certify the Facility and the proposed upgrades have been designed to meet all county, state and federal structural requirements.

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.**
    This application does not involve a cell tower and therefore it is respectfully submitted that this comment is not applicable, and a waiver is respectfully requested.

27. **The applicant shall submit a completed Visual EAF addendum according to Section 145-120.1.I.**
    As all equipment is concealed behind screenwalls and this is an Existing Facility on an existing building, it is respectfully submitted that this section is not applicable to the instant application and a wavier is respectfully requested.

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.**
    All equipment is concealed behind screenwalls and it is respectfully submitted that this section has already been satisfied or a wavier is respectfully requested.

29. **Clearly indicate where any new wires and cables are to be installed or indicate none.**
    Please see Plans submitted herewith.

30. **Discuss all Noise Suppression materials to be utilized in the design and construction of any appurtenances.**
    As this is an Existing Facility on the rooftop of the building and no noise producing equipment, such as generators, are proposed it is respectfully submitted that this comment is not applicable, and a waiver is respectfully requested.

31. **Village Board to determine whether Retention of Expert Assistance as per Section 145-120.1.X is warranted.**
    No response from the Applicant is necessary.

32. **Section 145-120.1.Z states that a Public Hearing is required prior to granting a Special Use permit.**
    As this is an application for an Existing Facility, we respectfully request a waiver from the Public Hearing requirement.

33. **Add the Extent and Parameters of Special Use listed in Section 145-120.1.CC on the Site Plan.**
    This has been added to Sheet A-02 of the Plans.

34. Payment of Performance Security in accordance with Section 145-120.1.EE.
    It is unclear what would require any bond or performance security for T-Mobile's Facility as a rooftop facility, and therefore a waiver is respectfully requested.

35. **Note on the Site Plan that an Annual NIER Certification is required as detailed in Section 145-120.1.GG.**
    This has been added to Sheet A-02 of the Plans.

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.**
    An updated Certificate of Liability Insurance has been submitted herewith.

37. **Provide Indemnification in accordance with Section 145-120.1.II.**
    T-Mobile respectfully requests a waiver from this cod section or in the alternative that this be made a condition of approval to be satisfied prior to the issuance of a certificate of occupancy.

38. **Provide proof of notification that was sent to the Town of Warwick in accordance with Section 145-120.1PP.**
This is code language is related to tower structures and the notice is for the purpose of encouraging shared use of the cell tower, as this project does not involve a cell tower, and involves a site that currently supports shared use, this code section is not applicable to the current application. Moreover, we believe the Town is already aware of the existence of the hospital. Therefore, a waiver is respectfully requested.

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.**
We have made such waiver requests as noted herein.

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.**
No response from the Applicant is necessary.

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**
    h. **species and confirm there are no USFWS listed species that should be listed under E.2.o**

Submitted herewith please find an updated EAF.

42. **Provide an additional Exhibit in the a Radio Frequency (RF) Analysis that incorporates other carrier's wireless telecommunication facilities in the area.**
T-Mobile does not have the coverage or service information for other carriers, and this is not required by the Village Code. Therefore, we respectfully submit that this is not an applicable code requirement and to the extent necessary request a waiver.

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.**
The previously submitted report included calculations for the actual Verizon and AT&T equipment found on site, and such information was included in tables in the prior submitted report which certifies that the proposed upgrade will still be compliant with the

FCC's rules and regulations regarding radio frequency exposure. Any review beyond whether or not the Facility complies with the FCC's rules and regulations on radio frequency exposure is in violation of federal law. See 47 USC §332(c)(iv).

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.**
Please see the Engineer Response letter attached.

Thank you for your prompt consideration. Please contact my office when this application has been scheduled for a Village Board meeting or if you have any questions regarding this application.

Sincerely yours,
Snyder & Snyder, LLP

By: _____
David J. Kenny

Enclosures
cc: T-Mobile
Z:\SSDATA\WPDATA\SS3\RDG\T-Mobile\Warwick, Village\Response Letter NY10253 12.22.25.rtf

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

This application is required for the installation of new wireless communication facilities within the Village of Warwick, NY and for modifications of such facilities. 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 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 $7,500.00 must be submitted with this application.

Applicant Information

Name of Applicant: T-Mobile Northeast LLC ("T-Mobile")

Mailing Address: c/o Snyder & Snyder LLP 94 White Plains Road Tarrytown, NY 10591

Contact Person: David Kenny Phone Number: (914) 333-0700

Email Address: Dkenny@snyderlaw.net

Property Owner Information

Name of Property Owner: St. Anthony Community Hospital

Mailing Address: 15 Maple Avenue, Warwick, NY 10990

Phone Number: (845) 987-5675

Email Address: scott.watson@wmchealth.org

Property Information

Property Address: 15 Maple Avenue, Warwick, NY 10990

Tax Map Parcel Number:

Zoning District: CCRC

Size of Property (square feet and lot line dimensions):

Project Information

Description of Proposed Wireless Communication Facility:
This application is for the continued existence of T-Mobile's Existing Facility on the rooftop. The existing special permit expi
and now T-Mobile seeks a new special permit. Application qualifies as an eligible facilities request, see 47 C.F.R. Sec. 1.61

Height of Proposed Facility:

Type and Number of Antennas:

Proposed Start Date: _____

Estimated Completion Date: _____

Application Fee

☐ A non-refundable application fee of $7,500.00 must be submitted with this application. Checks payable to the Village of Warwick.

Required Signatures

Printed Name of Applicant: _____

Signature of Applicant: _____

Date: _____

Printed Name of Owner (if different from Applicant): Jonathan Smith

Signature of Property Owner (if different from Applicant): Jonathan Smith

Date: 11-21-2025

Special Use Application Submission Requirements

The applicant shall demonstrate that:

1. The applicant's proposed wireless telecommunications facility can be maintained in a safe manner and in compliance with all conditions of the Special Use.
2. The applicant is authorized to do business in New York State.

All applications for the construction or installation of a new wireless telecommunications facilities shall be prepared by a New York licensed professional engineer and land surveyor and shall address either on the Site Plan or in a narrative report which may accompany the Site Plan submission, the following:

(1) The need for the wireless telecommunications facility to provide service primarily within the Village.

(2) Name and address of person preparing the report.

(3) Name and address of the property owner, operator and applicant, to include the legal form of the applicant

(4) Postal address and Tax Map parcel number of the property.

(5) Zoning district or designation in which the property is situated.

(6) Size of the property stated both in square feet and lot line dimensions and a diagram showing the location of all lot lines.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: NY10253B - T-Mobile Co-location and Modification of a Wireless Communications Facility		
Project Location (describe, and attach a general location map): 15 Maple Avenue, Warwick, NY 10990		
Brief Description of Proposed Action (include purpose or need): T-Mobile Northeast, LLC proposes to modify an existing telecommunications facility located at 15 Maple Avenue, Warwick, Orange County, New York. More specifically, the actions include the removal of four (4) AIR32 B66A B2A and three (3) GENERIC TWIN STYLE 1B-AWS from the building and addition of one (1) RADIO 4449 B71/B12, four (4) AIR6419 B41, four (4) RADIO 4460 B25+B66, and one (1) APXVAALL18_43-U-NA20 and will be routed into existing equipment + proposed equipment cabinets at ground level. Ground work proposed includes one (1) ENCLOSURE 6160AC, one (1) ERICSON B160 AC V1 CABINET, and one (1) ERICSON RP 6651 (N500). The Village has informed T-Mobile that the special permit has expired and therefore this application includes a request for a new special permit. This project will include no ground disturbance and will require no tree removal.		
Name of Applicant/Sponsor: Snyder & Snyder LLP	Telephone: (914) 333-0700 E-Mail: dkenny@snyderlaw.net	
Address: 94 White Plains Road		
City/PO: Tarrytown	State: NY	Zip Code: 10591
Project Contact (if not same as sponsor; give name and title/role): Jonathan Fazio	Telephone: (973) 934-9354 E-Mail: jfazio@inrange-llc.com	
Address: 90 East Halsey Road, Suit 382		
City/PO: Parsippany	State: NJ	Zip Code: 07054
Property Owner (if not same as sponsor): St. Anthony Community Hospital	Telephone: E-Mail:	
Address: 15 Maple Avenue		
City/PO: Warwick	State: NY	Zip Code: 10990

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Special Permit	Projected 2025-08-01
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☐Yes☑No		
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐Yes☑No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☑No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes☐No

If Yes, identify the plan(s):

The site is located wtihin the Warwick Village Historic District.

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
The Village o f Warwick Zoning Map depicts that the site is located in zone 'CCRC', a Continuing Care Retirement Community. The site is also on the NY SHPO's CRIS GIS Map as being within the Warwick Village Historic District.

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Warwick Valley Central School District

b. What police or other public protection forces serve the project site?
Warwick Town Police Department

c. Which fire protection and emergency medical services serve the project site?
Orange County Emergency Services, Warwick Fire Department

d. What parks serve the project site?
None, the closest park to the Project Site is Stanley Deming Park (approximately 0.62 miles away).

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? The planned activity includes the modification to an existing rooftop telecommunications facility. No ground disturbance is proposed.

b. a. Total acreage of the site of the proposed action? <0.2 acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.8 acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % <16 sq feet. See CDs Units: CDs A-02, 03, 04 & 05

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: <1 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: See Plan height; See Plan width; and See Plan length

iii. Approximate extent of building space to be heated or cooled: None square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment:

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:

iii. If other than water, identify the type of impounded/contained liquids and their source.

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i. What is the purpose of the excavation or dredging?

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards):
- Over what duration of time?

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No

If yes, describe.

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan:

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description):

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☑No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☑No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☑No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☑No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☑No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☑No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☑Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

Temporary construction/fleet vehicles

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

N/A

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

N/A

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☑No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: Normal buisness hours
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Unmanned operation 24 hours/day
- Saturday: Unmanned operation 24 hours/day
- Sunday: Unmanned operation 24 hours/day
- Holidays: Unmanned operation 24 hours/day

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

A maintenance light is not detailed, but is noted in the electrical schematics of the construction drawings. This light is off, with the exception of when night maintenance operations are required.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction:
- Operation:

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☑ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Telecommunications Facility

ii. If mix of uses, generally describe:

Hospital complex with a telecommunications facility on the building rooftop.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	<0.01	<0.01	0
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	0
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: N/A	0	0	0

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

St. Anthony Community Hospital, Warwick Day Care Center, and Schervier Pavilion

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 336003, 336061

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

Georgia Pacific Corp. (336003) - Classification A - Assigned to a non-registry site in any remedial project where work is underway/not completed.
New Grange Properties (336061) - Classification C - Remediation has been satisfactorily completed under a remedial program.

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☑ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 6+ feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: NOTE: Rooftop facility. _____%
NO GROUND DISTURBANCE _____%
_____%

d. What is the average depth to the water table on the project site? Average: 6+ feet

e. Drainage status of project site soils:
NO GROUND DISTURBANCE
☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes:
NO GROUND DISTURBANCE
☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: NOTE: Rooftop facility. As such, the project will include no ground disturbing activities.

h. Surface water features.
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No
ii. Do any wetlands or other waterbodies adjoin the project site? ☑ Yes ☐ No
If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑ Yes ☐ No
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name N/A for rooftop installation - over 300' away from building Classification _____
- Lakes or Ponds: Name N/A for rooftop installation - over 300' away from building Classification _____
- Wetlands: Name N/A for rooftop installation - over 300' away from building Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No
If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:
i. Name of aquifer: Principal Aquifer, Sole Source Aquifer Names:Northwest NJ 15 Basin SSA

m. Identify the predominant wildlife species that occupy or use the project site:
Normal suburban wildlife.

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
NOTE: Rooftop facility. As such, the project will include no ground disturbing activities. Further, in response to o.i., below, no tree removal proposed.
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐No
If Yes:
i. Species and listing (endangered or threatened):
Indiana Bat

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:
No ground disturbance is proposed for the maintenance of the existing rooftop facility.

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:
No ground disturbance is proposed for the maintenance of the existing rooftop facility.

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation: No ground disturbance is proposed for the maintenance of the existing rooftop facility.
iii. Designating agency and date:

* **E.2.o. Continued:** The Indiana Bat is listed as 'Endangered' in this region. However the planned Activity does not involve Indiana Bat habitat. Nor will the Activity adversely affect the behavior of the Indiana Bat.

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: Warwick Village Historic District

iii. Brief description of attributes on which listing is based:

The property is located within the NRHP-listed Warwick Village Historic District. The property also houses the NRHP-listed Grinnel Burt House.

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☑ Yes ☐ No

If Yes:

i. Describe possible resource(s): The property also houses the NRHP-listed Grinnel Burt House.

ii. Basis for identification: Depicted on the SHPO's CRIS GIS Map.

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Wawayanda Sate Park, Appalachian Trail, Black Bear RV Park, Stanley Deming Park, Warwick Skate Park,

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State or local parks, state historic trail No ground disturbance is proposed for the maintenance of the existing rooftop facility.

iii. Distance between project and resource: Between 0.62 and 4.7 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation:

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

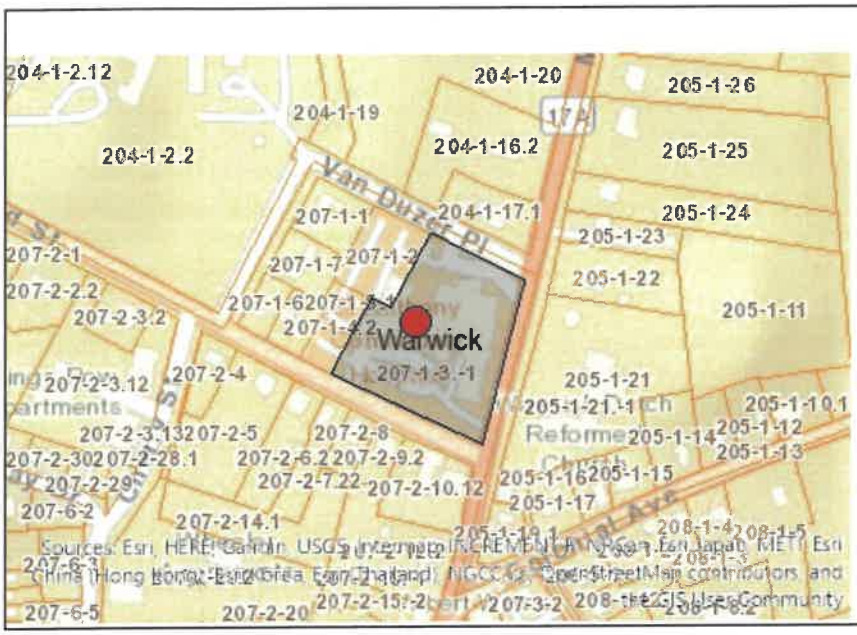
Applicant/Sponsor Name Andrew J. Rice Date 2025-10-08

Signature Title Project Manager

PRINT FORM

EAF Mapper Summary Report

Tuesday, July 15, 2025 10:47 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	Yes
E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]	336003, 336061
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.2.h.ii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No

E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer, Sole Source Aquifer Names:Northwest NJ 15 Basin SSA
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Indiana Bat
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Warwick Village Historic District
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

April 15, 2025

Re: NY10253B T-Mobile Special Permit Renewal
17 Maple Avenue
Warwick, NY 10990

To: Village of Warwick Planning Board,

PierCon Solutions LLC, an engineering firm specializing in wireless communications, performed an independent analysis regarding the radiofrequency engineering aspects of the proposal by T-Mobile Northeast, LLC to continue operating a wireless telecommunications facility at 17 Maple Avenue, Warwick, New York. T-Mobile is licensed by the FCC to provide 5G and LTE data and voice services in the 600 MHz, 700 MHz, 1900 MHz, 2100 MHz, and 2500 MHz frequency bands.

Currently, T-Mobile provides reliable service to the Village of Warwick with the wireless communications site NY10253B, located at 17 Maple Avenue, Warwick, New York. This facility supports the installation on a 79' rooftop with other telecommunications carriers. This site provides reliable in-building coverage in the mid-band to an area of 2.14 square miles, providing service to 3,570 people. Additionally, this site provides reliable in-building coverage in the low band to an area of 7.65 square miles, providing service to 6,797 people. Most of this coverage is within the boundaries of the Village of Warwick for both the low band and the mid-band. This coverage offers service to St. Anthony Community Hospital, the Village of Warwick's Central Business area, and surrounding residential areas.

Six exhibits are attached in support of this application:

Exhibit A: T-Mobile Existing 2100 MHz LTE Coverage - Exhibit A illustrates T-Mobile's existing sites' mid-band service provided to the area.

Exhibit B: T-Mobile Existing 2100 MHz LTE Coverage without NY10253B - Exhibit B illustrates the gap in T-Mobile's existing mid-band service without the subject site.

Exhibit C: T-Mobile Existing 2100 MHz LTE Coverage NY10253B Only - Exhibit C illustrates T-Mobile's existing mid-band service provided by the subject site to the area.

Exhibit D: T-Mobile Existing 700 MHz LTE Coverage - Exhibit D illustrates T-Mobile's existing site's low band service provided to the area.

Exhibit E: T-Mobile Existing 700 MHz LTE Coverage without NY10253B - Exhibit E illustrates the gap in T-Mobile's existing low band service without the subject site.

Exhibit F: T-Mobile Existing 700 MHz LTE Coverage NY10253B Only - Exhibit F illustrates T-Mobile's existing low band service provided by the subject site to the area.

Exhibit G: T-Mobile FCC Licenses - Exhibit G contains T-Mobile's FCC licenses for the 600 MHz, 700 MHz, 1900 MHz, 2100 MHz, and 2500 MHz bands.

If you have any questions regarding the report, please feel free to contact me. Thank you for your time in reviewing the application.

Regards,

Ryan Martin
Associate RF Engineer
PierCon Solutions LLC
Date: April 15, 2025

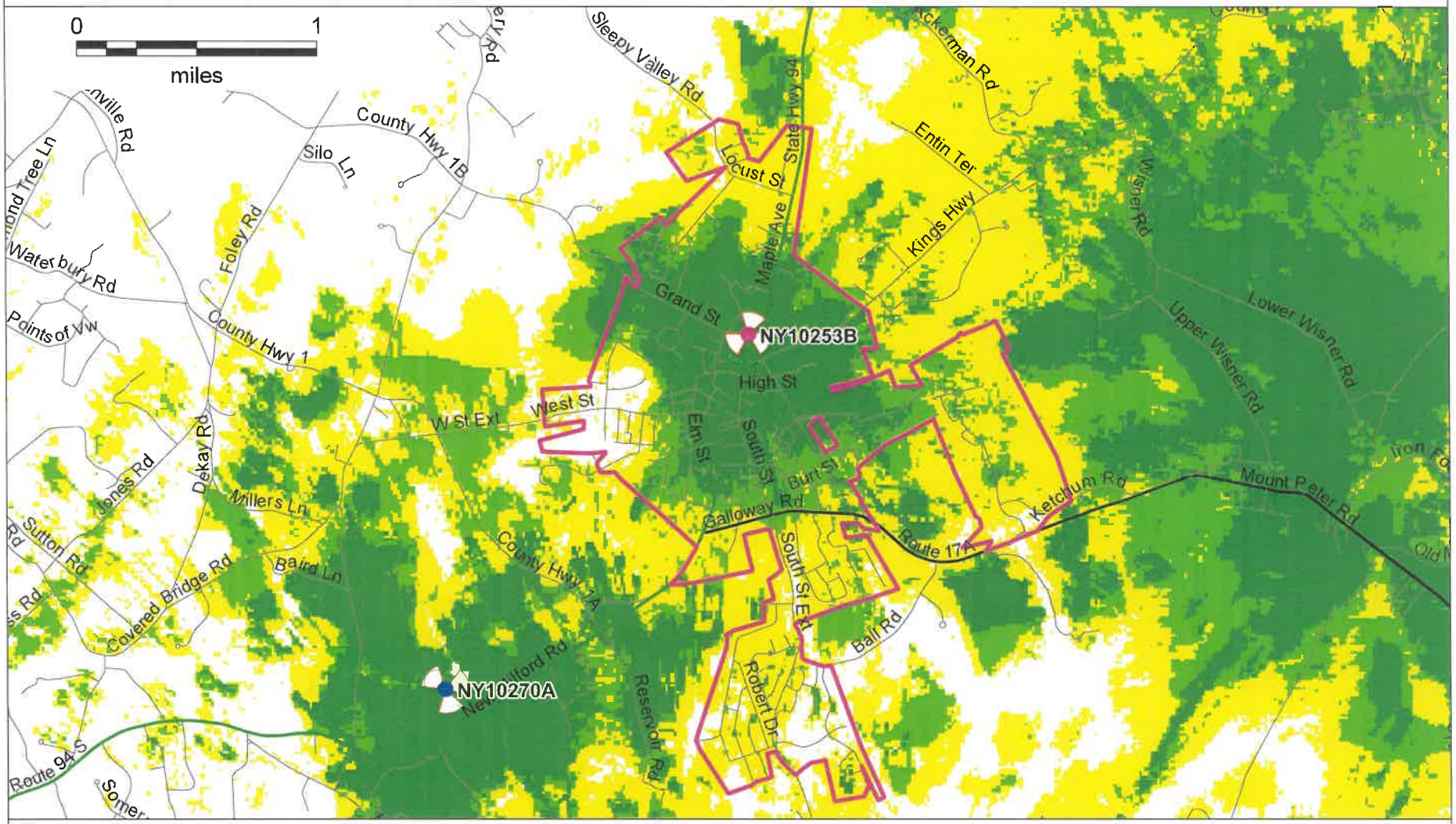
Report Reviewed By:

Daniel Czech
RF Engineer
PierCon Solutions LLC
Date: April 15, 2025

Registered Professional Engineer
New York License Number 79144

Exhibit A

T-MOBILE
EXISTING 2100 MHz LTE COVERAGE



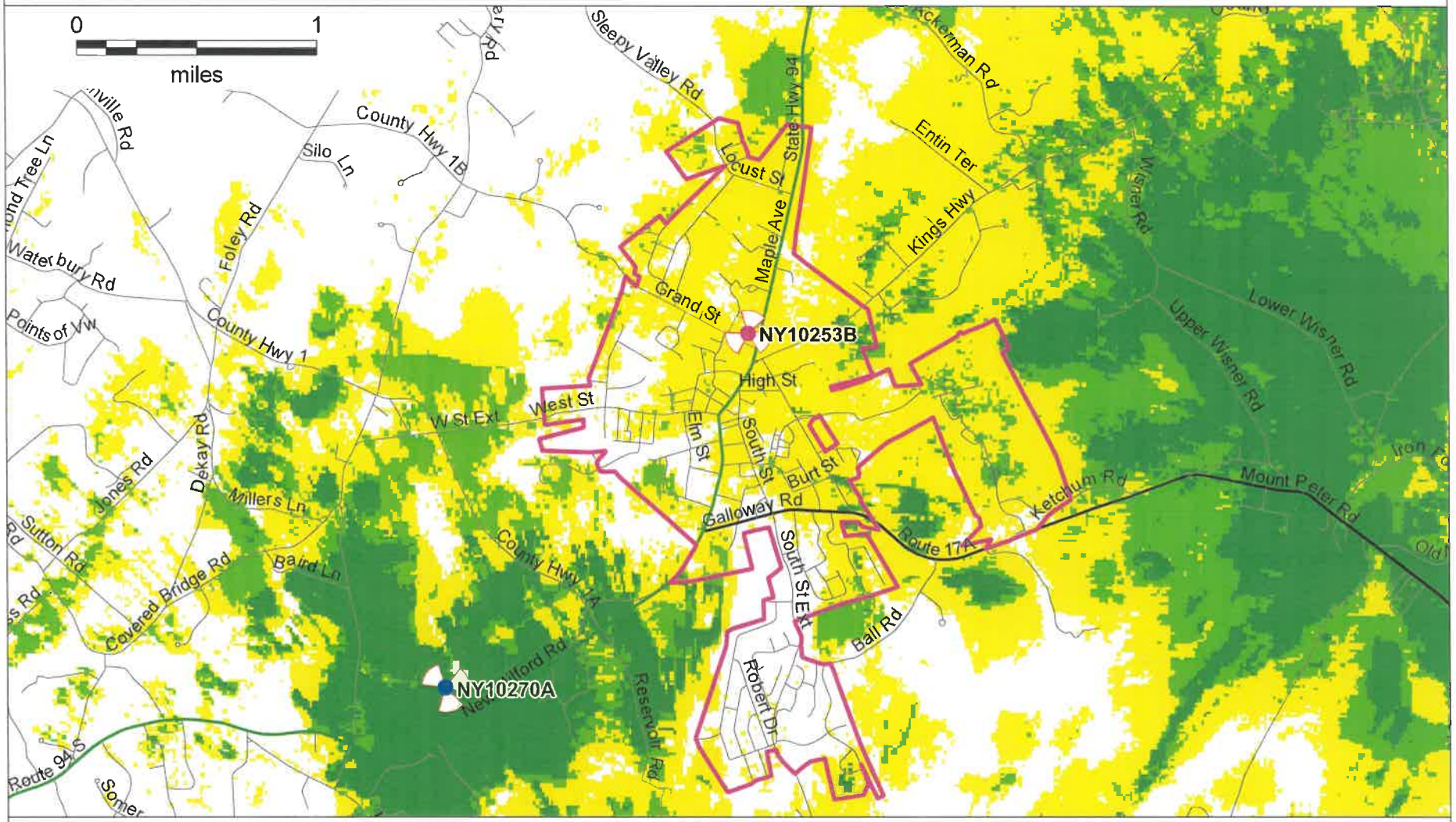
- Existing Macro On Air Site
- Subject Site
- Village of Warwick Boundary
- >= -95 dBm RSRP Inbuilding Commercial Service
- >= -100 dBm RSRP Inbuilding Residential Service
- >= -108 dBm RSRP In-vehicle Service

N

Prepared by PierCon Solutions LLC

Exhibit B

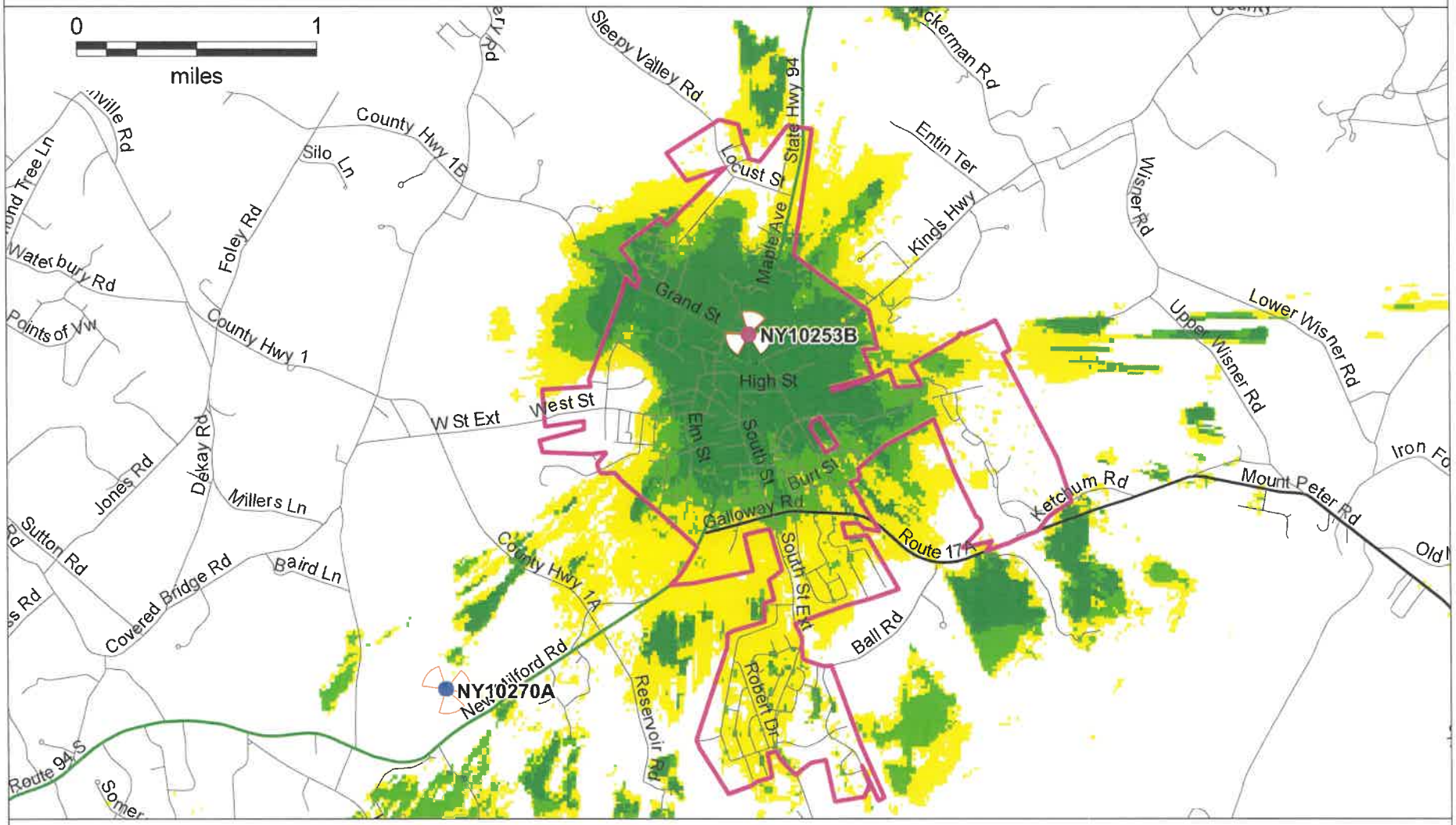
T-MOBILE
EXISTING 2100 MHz LTE COVERAGE WITHOUT NY10253B



Prepared by PierCon Solutions LLC

Exhibit C

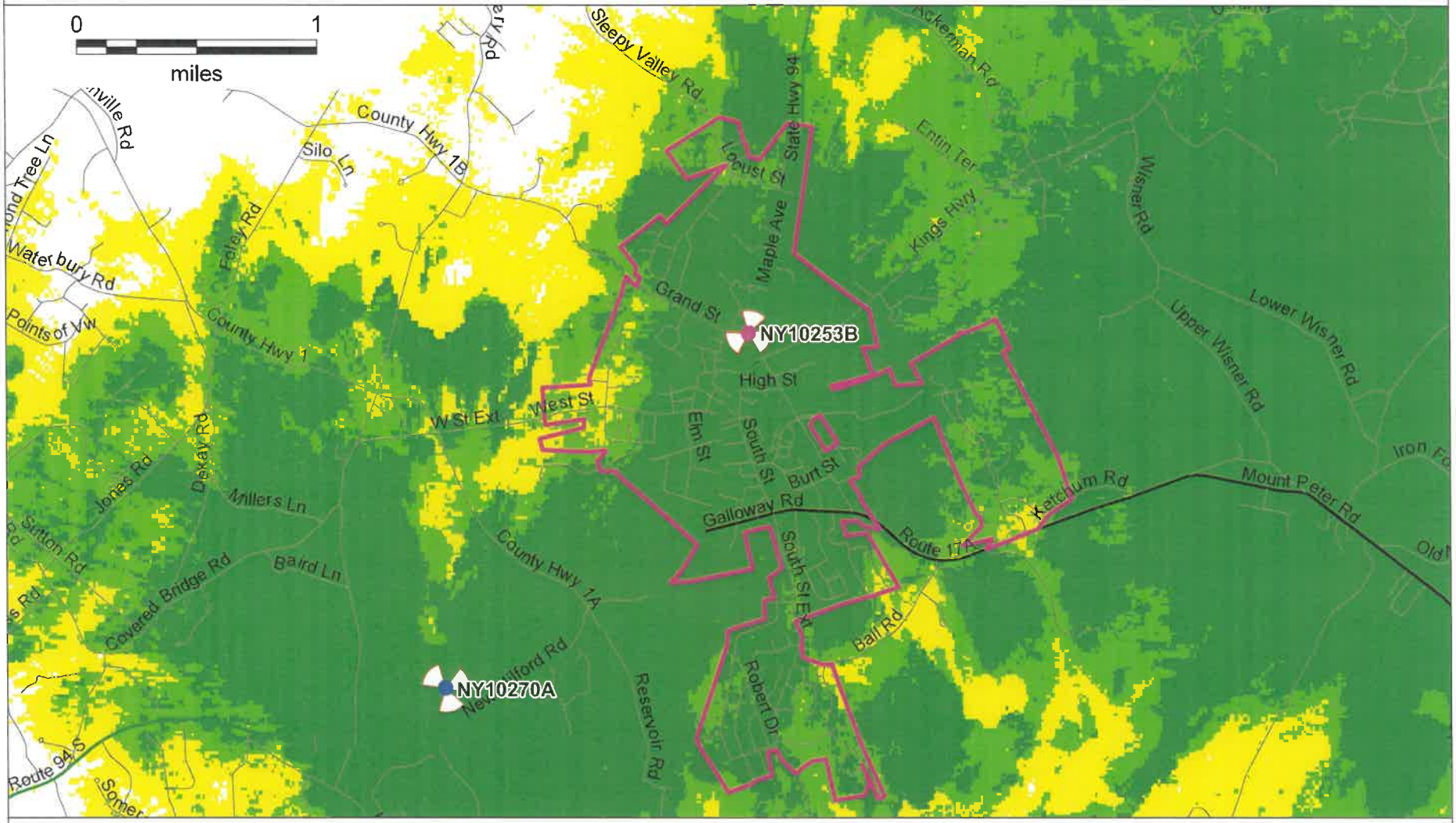
T-MOBILE
EXISTING 2100 MHz LTE COVERAGE NY10253B ONLY



Prepared by PierCon Solutions LLC

Exhibit D

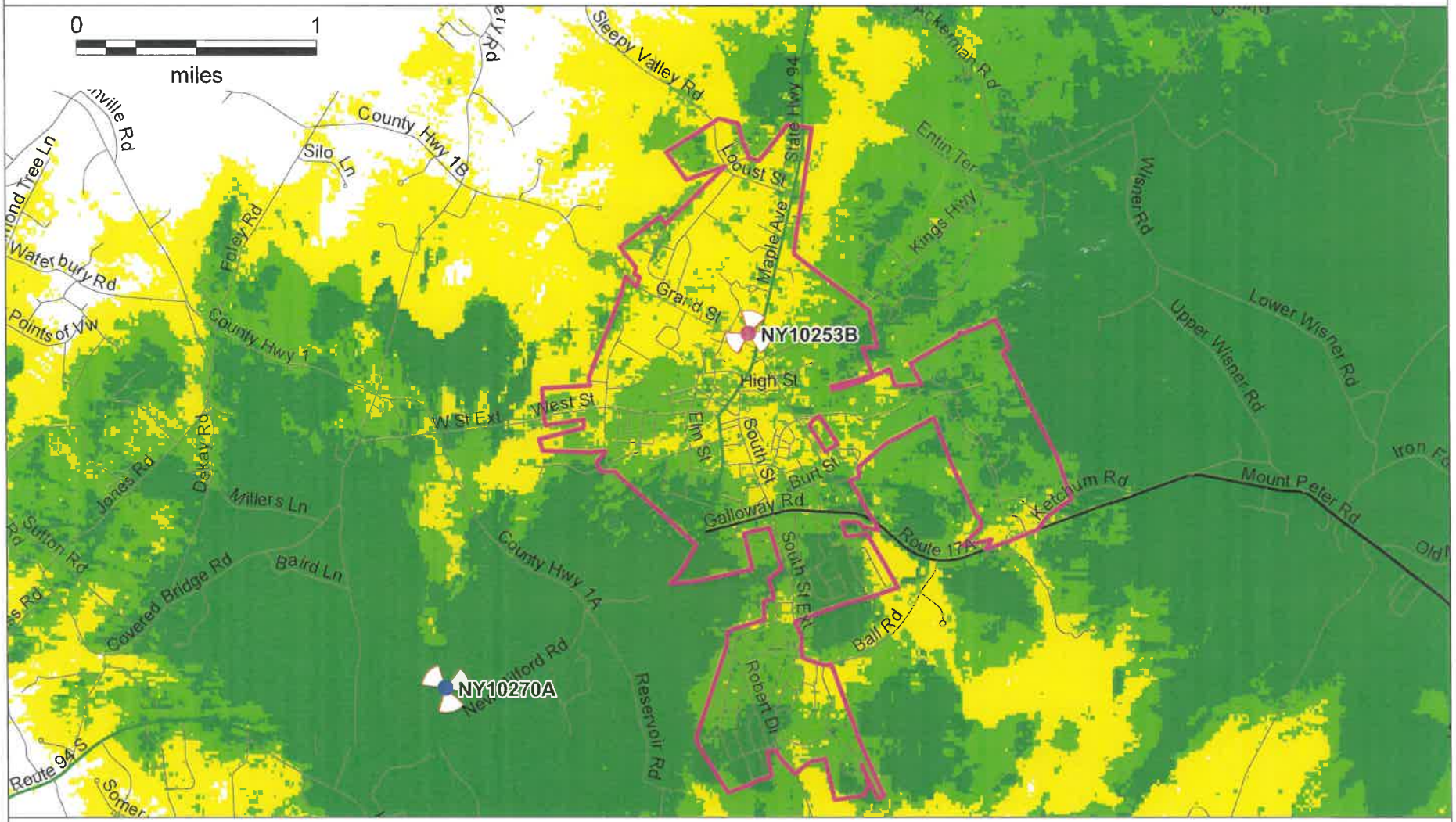
T-MOBILE
EXISTING 700 MHz LTE COVERAGE



Prepared by PierCon Solutions LLC

Exhibit E

T-MOBILE
EXISTING 700 MHz LTE COVERAGE WITHOUT NY10253B



- Existing Macro On Air Site
- Subject Site
- Village of Warwick Boundary

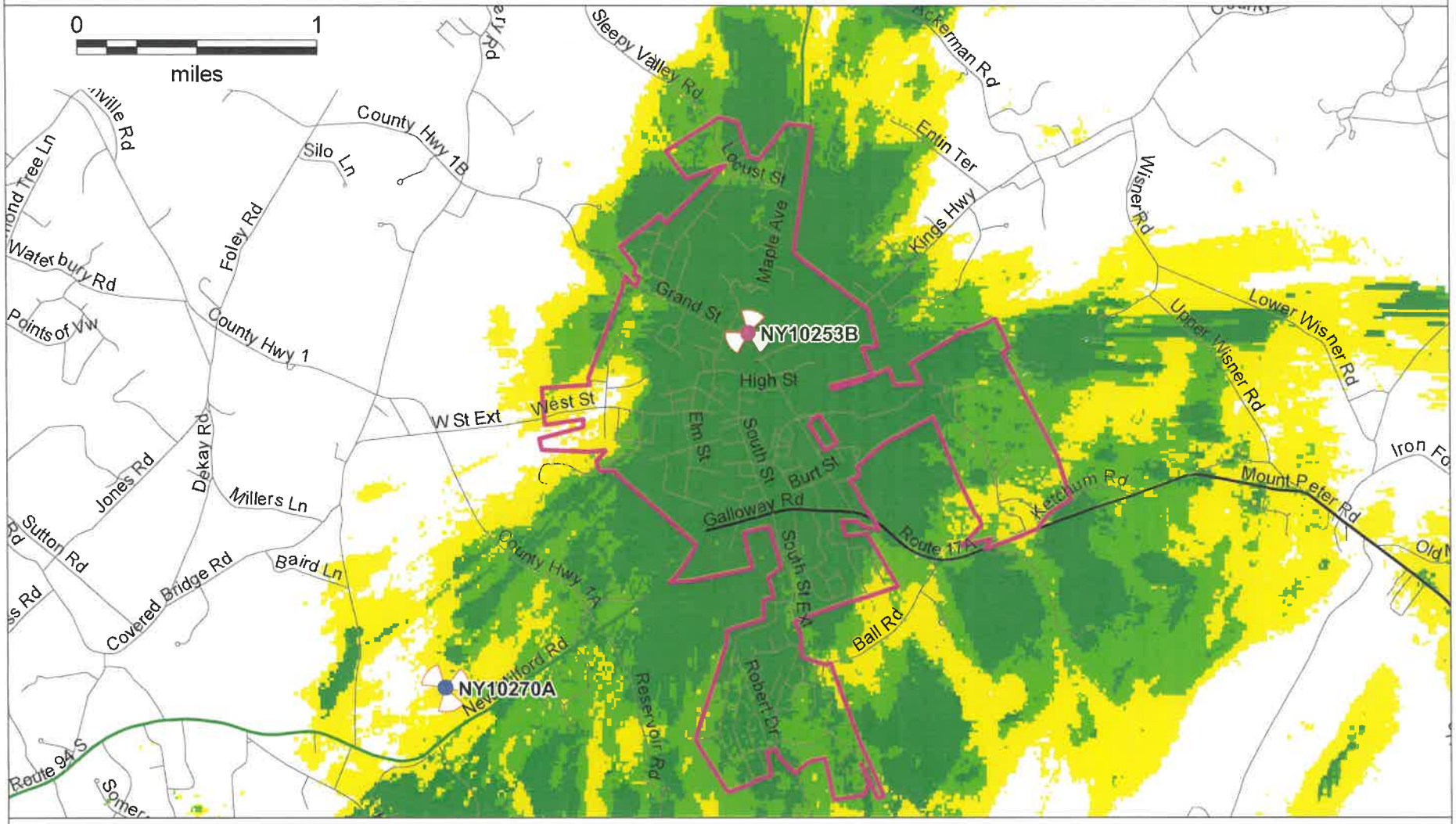
- >= -94 dBm RSRP Inbuilding Commercial Service
- >= -99 dBm RSRP Inbuilding Residential Service
- >= -107 dBm RSRP In-vehicle Service

N

Prepared by PierCon Solutions LLC

Exhibit F

T-MOBILE
EXISTING 700 MHz LTE COVERAGE NY10253B ONLY



- Existing Macro On Air Site
- Subject Site
- Village of Warwick Boundary
- >= -94 dBm RSRP Inbuilding Commercial Service
- >= -99 dBm RSRP Inbuilding Residential Service
- >= -107 dBm RSRP In-vehicle Service

N

Prepared by PierCon Solutions LLC

Exhibit G

ULS License

600 MHz Band License - WQZL490 - Nextel West Corp.

Call Sign	WQZL490	Radio Service	WT - 600 MHz Band
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum	Yes

Market

Market	PEA001 - New York, NY	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000627.00000000-000632.00000000 000673.00000000-000678.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/14/2017	Expiration	06/14/2029
Effective	10/18/2022	Cancellation	

Buildout Deadlines

1st	06/14/2023	2nd	06/14/2029

Discontinuance Dates

1st	2nd

Notification Dates

1st	04/27/2023	2nd	04/27/2023

ECIP Information

ECIP Flag	
Small Carrier or Tribal Nation Transaction	Rural-Focused Transaction

ECIP Dates

5-Year Holding Period Begins	5-Year Holding Period Ends

Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

Licensee

FRN	0001608363	Type	Corporation

Licensee

Nextel West Corp.
12920 SE 38th Street
Bellevue, WA 98006
ATTN FCC Regulatory Compliance

P:(425)383-8401
F:(425)383-4840
E:FCCRegulatoryComplianceContact@T-Mobile.com

Contact

Nextel West Corp.

12920 SE 38th Street
Bellevue, WA 98006
ATTN FCC Regulatory Compliance

P:(425)383-8401
F:(425)383-4840
E:FCCRegulatoryComplianceContact@T-Mobile.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	**Yes**
The Applicant has received a declaratory ruling(s) approving its foreign ownership, and the application involves only the acquisition of additional spectrum for the provision of a wireless service in a geographic coverage area for which the Applicant has been previously authorized.	✓

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

700 MHz Lower Band (Blocks A, B & E) License - WQJQ696 - Nextel West Corp.

Call Sign	WQJQ696	Radio Service	WY - 700 MHz Lower Band (Blocks A, B & E)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	BEA010 - New York-North New Jersey-Long Island, NY-NJ-CT-PA-MA-VT	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	000698.00000000-000704.00000000 000728.00000000-000734.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	07/03/2019	Expiration	06/13/2029
Effective	10/18/2022	Cancellation	

Buildout Deadlines

1st		2nd	06/13/2019

Discontinuance Dates

1st		2nd	

Notification Dates

1st		2nd	05/03/2019

ECIP Information

ECIP Flag

Small Carrier or Tribal Nation Transaction		Rural-Focused Transaction	

ECIP Dates

5-Year Holding Period Begins		5-Year Holding Period Ends	

Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

Licensee

FRN 0001608363 Type Corporation

Licensee

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E:FCCRegulatoryComplianceContact@T-Mobile.com

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	**Yes**
The Applicant has received a declaratory ruling(s) approving its foreign ownership, and the application involves only the acquisition of additional spectrum for the provision of a wireless service in a geographic coverage area for which the Applicant has been previously authorized.	✓

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

PCS Broadband License - KNLF202 - Nextel West Corp.

This license has pending applications: 0011452302

Call Sign	KNLF202	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	MTA001 - New York	Channel Block	A
Submarket	57	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	12/11/2024	Expiration	12/14/2034
Effective	12/11/2024	Cancellation	

Buildout Deadlines

1st	12/14/1999	2nd	12/14/2004

Discontinuance Dates

1st		2nd	

Notification Dates

1st	04/01/1999	2nd	04/01/1999

ECIP Information

ECIP Flag

Small Carrier or Tribal Nation Transaction		Rural-Focused Transaction	

ECIP Dates

5-Year Holding Period Begins		5-Year Holding Period Ends	

Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

Licensee

FRN 0001608363 Type Corporation

Licensee

Nextel West Corp.
12920 SE 38th Street
Bellevue, WA 98006

P:(425)383-8401
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P:(425)383-8401
F:(425)383-4840
E:FCCRegulatoryComplianceContact@T-Mobile.com

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	**Yes**
The Applicant has received a declaratory ruling(s) approving its foreign ownership, and the application involves only the acquisition of additional spectrum for the provision of a wireless service in a geographic coverage area for which the Applicant has been previously authorized.	✓

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA725 - Nextel West Corp.

Call Sign	WQGA725	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	BEA010 - New York-North New Jersey-Long Island, NY-NJ-CT-PA-MA-VT	Channel Block	C
Submarket	17	Associated Frequencies (MHz)	001730.00000000-001735.00000000 002130.00000000-002135.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	02/02/2022	Expiration	11/29/2036
Effective	10/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd	11/17/2021

ECIP Information

ECIP Flag

Small Carrier or Tribal Nation Transaction	Rural-Focused Transaction

ECIP Dates

5-Year Holding Period Begins	5-Year Holding Period Ends

Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

Licensee

FRN 0001608363 Type Corporation

Licensee

Nextel West Corp.
12920 SE 38th Street
Bellevue, WA 98006
ATTN FCC Regulatory Compliance

P:(425)383-8401
F:(425)383-4840
E:FCCRegulatoryComplianceContact@T-Mobile.com

Contact

Nextel West Corp.

12920 SE 38th Street
Bellevue, WA 98006
ATTN FCC Regulatory Compliance

P:(425)383-8401
F:(425)383-4840
E:FCCRegulatoryComplianceContact@T-Mobile.com

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	**Yes**
The Applicant has received a declaratory ruling(s) approving its foreign ownership, and the application involves only the acquisition of additional spectrum for the provision of a wireless service in a geographic coverage area for which the Applicant has been previously authorized.	✓

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Broadband Radio Service License - B321 - Nextel West Corp

Call Sign	B321	Radio Service	BR - Broadband Radio Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Dates

Grant	03/02/2016	Expiration	03/28/2026
Effective	11/10/2022	Cancellation	

Buildout Deadlines

1st	05/01/2011	2nd	

Discontinuance Dates

1st		2nd	

Notification Dates

1st	03/15/2011	2nd	

ECIP Information

ECIP Flag

Small Carrier or Tribal Nation Transaction		Rural-Focused Transaction	

ECIP Dates

5-Year Holding Period Begins		5-Year Holding Period Ends	

Required Operational Filing Dates

IORN Operation Begin Date	FORN Deadline Date	FORN Filed Date

Licensee

FRN	0001608363	Type	Corporation

Licensee

Nextel West Corp
12920 SE 38th Street
Bellevue, WA 98006
ATTN FCC Regulatory Compliance

P:(425)383-8401
F:(425)383-4840
E:FCCRegulatoryComplianceContact@T-Mobile.com

Contact

T-Mobile USA, Inc.

P:(425)383-8401
F:(425)383-4840

12920 SE 38th Street
Bellevue, WA 98006
ATTN FCC Regulatory Compliance

E:FCCRegulatoryComplianceContact@T-Mobile.com

Broadband Radio Service and Educational Broadband Service Information

Will the requested facilities be used to provide multichannel video programming service?	No
If the answer to the above question is yes, does the Applicant operate, control or have an attributable interest (as defined in 47 CFR § 27.1202) in a cable television system whose franchise area is located within the geographic service area of the requested facilities?	
Does the Applicant comply with the programming requirements contained in 47 CFR § 27.1203?	

Geographic Service Area

Authorization Type	BTA	Market	BTA321 New York, NY

Channel Plan/Channel Number Information

Channel Plan	Channel Number	
New	BRS1	002496.00000-002502.00000 MHz
New	BRS2	002618.00000-002624.00000 MHz
New	E1	002624.00000-002629.50000 MHz
New	E2	002629.50000-002635.00000 MHz
New	E3	002635.00000-002640.50000 MHz
New	E4	002608.00000-002614.00000 MHz
New	F1	002640.50000-002646.00000 MHz
New	F2	002646.00000-002651.50000 MHz
New	F3	002651.50000-002657.00000 MHz
New	F4	002602.00000-002608.00000 MHz
New	H1	002657.00000-002662.50000 MHz
New	H2	002662.50000-002668.00000 MHz
New	H3	002668.00000-002673.50000 MHz

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government?	No
Is the applicant an alien or the representative of an alien?	No
Is the applicant a corporation organized under the laws of any foreign government?	No
Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?	**Yes**

The Applicant has received a declaratory ruling(s) approving its foreign ownership, and the application involves only the acquisition of additional spectrum for the provision of a wireless service in a geographic coverage area for which the Applicant has been previously authorized. ✓

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

PierCon Solutions L.L.C.
Specialists in Wireless Systems

10 Park Place., Suite 402
Bldg 6C, Butler, NJ 07405
(973) 628-9330 phone

November 18, 2025

Non-interference Certification Statement

REF: Site ID: NY10253B
17 Maple Avenue, Warwick, NY 10990
Located in Orange County

This is to certify that the proposed modifications to the existing cellular communications site that is currently operated by **T-Mobile Northeast LLC, a Delaware Limited Liability** on the rooftop of the building located at 17 Maple Avenue, Warwick, NY **will not interfere** with the usual and customary transmission or reception of radio, television, etc., services of neighboring properties pursuant to the Village of Warwick Zoning Law, Section 145-120.1(D)(1)(e)(20).

T-Mobile Northeast LLC, is a licensed radio communications provider, complying with all the rules and regulations of the Federal Communications Commission (FCC). The type of radio equipment utilized by T-Mobile Northeast LLC has also been accepted by the FCC. The FCC allocated a portion of the radio spectrum solely for use by the respective carriers. Because these frequencies are reserved solely for T-Mobile Northeast LLC, there is no risk of interference from other licensed communication devices.

The FCC requires T-Mobile Northeast LLC to operate within their corresponding licensed spectrum. T-Mobile Northeast LLC does not operate outside the assigned spectrum. The FCC mandates that all licensed communications systems will not interfere with other licensed communications systems. In the rare event that any such interference occurs, that licensee is required by the FCC to correct and eliminate the interference or stop transmitting.

Pursuant to Section 145-120.1(D)(1)(e)(15), "the frequency, modulation and class of service of radio or other transmitting equipment" is provided below.

Frequencies:

TX Frequencies	N600: 617-632 MHz L700: 728-734 MHz GSM/L1900/N1900: 1940-1965 MHz, 1990 – 1995 MHz L2100/N2100: 2130-2160 MHz L2500/N2500: 2518.5-2568 MHz, 2578 – 2608 MHZ, 2640.5 – 2690 MHZ	RX Frequencies	N600: 663-678 MHz L700: 698-704 MHz GSM/L1900/N1900: 1860-1885 MHz, 1910 – 1915 MHz L2100/N2100: 1730-1760 MHz L2500/N2500: 2518.5-2568 MHz, 2578 – 2608 MHZ, 2640.5 – 2690 MHZ

Modulation: GMSK, OFDM, QPSK, 16QAM, 64QAM, 256QAM
Class of Service: GSM, LTE, NR

Pursuant to Section 145-120.1(D)(1)(e)(16) and Section 145-120.1(D)(1)(e)(17), the "transmission and maximum effective radiated power of the antennas" and the "direction of maximum lobes" is provided in the table below. The image of the "associated radiation" from the maximum lobes is captured in figures 2 and 3 in the report titled "Evaluation of the Radiofrequency Environment in the Vicinity of the Proposed NY10253B Wireless Facility" dated May 14, 2025

PierCon Solutions LLC
Specialists in Wireless Systems

10 Park Place., Suite 402
Bldg 6C, Butler, NJ 07405
(973) 628-9330 phone

T-Mobile Radio Parameters							
Service Type	5G NR	LTE	5G NR	LTE	5G NR	LTE	5G NR
Transmission Frequency Band	T- Mobile 5G NR 600 MHz	T-Mobile LTE 700 MHz	T- Mobile 5G NR 2500 MHz	T-Mobile LTE 2100 MHz	T- Mobile 5G NR 1900 MHz	T-Mobile LTE 1900 MHz	T-Mobile 5G NR 2100 MHz
Antenna Manufacturer	Andrew	Andrew	Ericsson	Andrew	Andrew	Andrew	Andrew
Antenna Model	Andrew FFVV-65A-R2-V1	Andrew FFVV-65A-R2-V1	Ericsson Air6419NR	Andrew FFVV-65A-R2-V1	Andrew FFVV-65A-R2-V1	Andrew FFVV-65A-R2-V1	Andrew FFVV-65A-R2-V1
Antenna Gain	8.0 dBd	7.6 dBd	16.8 dBd	13.4 dBd	12.6 dBd	12.6 dBd	13.4 dBd
Transmit Power per antenna (Watts)	80 Watts	80 Watts	258 Watts	160 Watts	80 Watts	120 Watts	20 Watts
Effective Radiated Power (ERP) per antenna	500 Watts	465 Watts	12,212 Watts	3460 Watts	1469 Watts	2204 Watts	433 Watts
Azimuths (**Direction of Maximum lobes**)	15°, 115°, 240°, 175°	15°, 115°, 240°, 175°	15°, 115°, 240°, 175°	15°, 115°, 240°, 175°	15°, 115°, 240°, 175°	15°, 115°, 240°, 175°	15°, 115°, 240°, 175°

The powers from each antenna are as follows:

- **Andrew FFVV-65A-R2-V1** will have a **maximum transmit power** of **540 Watts** per antenna. Additionally, it will have a **maximum effective radiated power** of **8,531 Watts** per antenna.
- **Ericsson Air6419NR** will have a **maximum transmit power** of **258 Watts** per antenna. Additionally, it will have a **maximum effective radiated power** of **12,212 Watts** per antenna.

Finally, T-Mobile Northeast LLC has modified their deployment plan for the site, creating a discrepancy between this letter and the report titled "Evaluation of the Radiofrequency Environment in the Vicinity of the Proposed NY10253B Wireless Facility", dated May 14, 2025. T-Mobile had previously intended for RFS APXVAARR18_43-U-NA20 and Commscope FFVV-65B-R2 antennas to be deployed for the LTE 700 MHz, 1900 MHz, and 2100 MHz bands and the 5G NR 600 MHz, 1900 MHz, and 2100 MHz bands. However, these antennas have been changed to the Andrew FFVV-65A-R2-V1 antennas described in the chart above. Using the methods described in the report, the worst-case combined RF exposure to transmission from the T-Mobile installations at a general public height of 6' can be re-evaluated with the new antenna. The revised analysis indicates a maximum exposure of **25.04%** of (or 3.99 times below) the **FCC Maximum Permissible** exposure limit for General public. This maximum value was calculated to occur at a distance of **370 feet** from the proposed site location. This newly calculated exposure is less than previously reported values, therefore the site remains in full compliance with all applicable FCC radiofrequency exposure limits, as well as all applicable ANSI, IEEE, and NCRP limits.

Certification by:

Ryan Martin
Associate RF Engineer
PierCon Solutions, LLC
(Date) 11/18/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2026 12/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1362700	T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006	INSURER A : Continental Casualty Company	20443
		INSURER B : The Continental Insurance Company	35289
		INSURER C : Transportation Insurance Company	20494
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22034166 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	Y	N	7012343900	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ 25,000 $ 10,000,000 $ 20,000,000 $ 20,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	7012343878	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
B B B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	7014886953 SIR applies per policy terms & conditions	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
The Village of Warwick and its officials, employees and agents defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured as required by written contract."
NY10253B - 17 Maple Ave, Warwick, NY

CERTIFICATE HOLDER

22034166
Village of Warwick
77 Main Street
Warwick NY 10990

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Village of Warwick
77 Main Street
Warwick NY 10990

IMPORTANT NOTICE

Dear Certificate Holder for T-Mobile and its subsidiaries (including Sprint):

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 22034166**

- Email: *stl-edelivery@lockton.com*
- Phone: *314-812-3888*

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

December 19, 2025

Response Letter

To,
Village of Warwick Village Board
77 Main Street
Warwick, NY 10990

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

To whom it may concern,

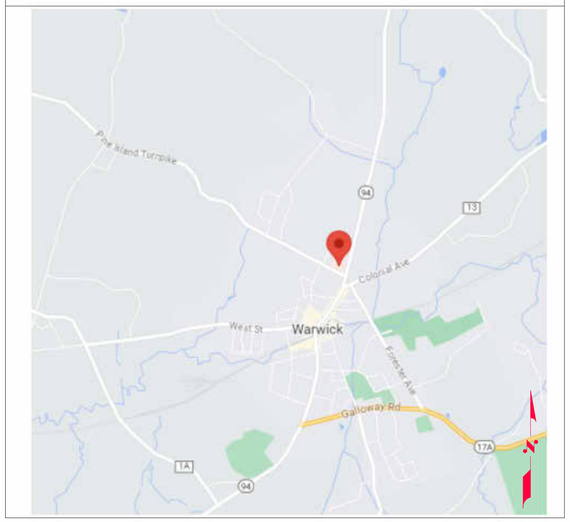
Kindly see the response below for the quoted comment, in reference to the Equipment Platform Analysis by SGS Towers (Project No. 2403525, dated 03/15/2024) and the Rooftop Structural Analysis report by SGS Towers (Project No. 2403524, dated 03/14/2024).

Comment # 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.

Response: These ratings do indicate that the analyzed structural component is at 95.7% and 75.9% of their allowable limits. Moreover, a FEA model was generated to apply loads and evaluate the structural component utilization as specified by the governing codes and standards.

Thank you,
SGS Towers, Inc.

VICINITY MAP



T-Mobile™

SITE NUMBER: NY10253B

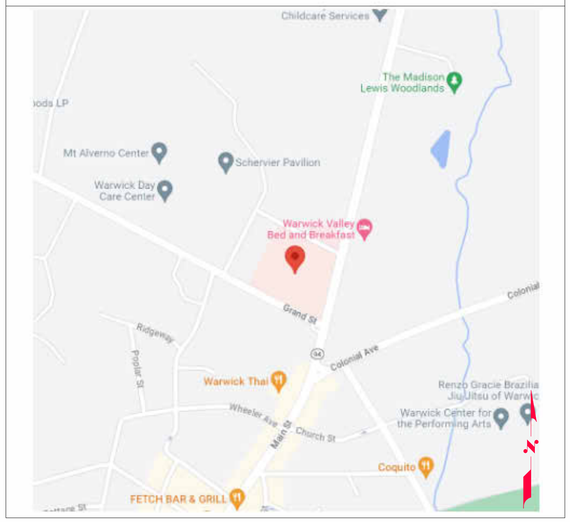
SITE ADRESS: 17 MAPLE AVENUE WARWICK, NY 10990

PROJECT DESCRIPTION:

ANCHOR_12

FINAL CONFIG: 4 SEC-67D5D998E

LOCATION MAP



PROJECT INFORMATION

SITE CLASS:	ROOF TOP MOUNT
SITE TYPE:	BUILDING
LATITUDE:	41.261400° / 41°15'41.0"N
LONGITUDE:	-74.357800° / 74°21'28.1"W
ADDRESS:	17 MAPLE AVENUE WARWICK, NY 10990
CITY, STATE:	WARWICK, NY
REGION:	NORTHEAST
MARKET:	NEW JERSEY NJ
VENDOR:	ERICSSON
LANDLORD:	ST. ANTHONY COMMUNITY HOSPITAL
GROUND ELEVATION:	561 FT
ZONING DISTRICT:	CCRC: CONTINUING CARE RETIREMENT COMMUNITY

GENERAL NOTES

THIS DOCUMENT IS THE CREATION, DESIGN, PROPERTY AND COPYRIGHTED WORK OF T-MOBILE. ANY DUPLICATION OR USE WITHOUT EXPRESS WRITTEN CONSENT IS STRICTLY PROHIBITED. DUPLICATION AND USE BY GOVERNMENT AGENCIES FOR THE PURPOSES OF CONDUCTING THEIR LAWFULLY AUTHORIZED REGULATORY AND ADMINISTRATIVE FUNCTIONS IS SPECIFICALLY ALLOWED.

THE FACILITY IS AN UNMANNED PRIVATE AND SECURED EQUIPMENT INSTALLATION. IT IS ONLY ACCESSED BY TRAINED TECHNICIANS FOR PERIODIC ROUTINE MAINTENANCE AND THEREFORE DOES NOT REQUIRE ANY WATER OR SANITARY SEWER SERVICE. THE FACILITY IS NOT GOVERNED BY REGULATIONS REQUIRING PUBLIC ACCESS PER ADA REQUIREMENTS.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE T-MOBILE NORTHEAST, LLC REPRESENTATIVE IN WRITING OF DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

TMO INSPECTS SITES IN PERSON BI-ANUALLY AND REMOTELY 24/7.

APPROVALS

PROJECT MANAGER	DATE:
CONSTRUCTION	DATE:
RF ENGINEERING	DATE:
ZONING / SITE ACQ.	DATE:
OPERATIONS	DATE:
TOWER OWNER	DATE:

PROJECT SUMMARY

BUILDING WORK:

REMAIN

(3) RADIO 4449 B71/B12
(3) APXVAARR18 43-U-NA20

REMOVE

(4) AIR32 B66A B2A
(3) GENERIC TWIN STYLE 1B-AWS

PROPOSED

(1) RADIO 4449 B71/B12
(4) AIR6419 B41
(4) RADIO 4460 B25+B66
(1) APXVAALL18_43-U-NA20

GROUND WORK

REMAIN

(1) ERICSSON RBS 6131 CABINET

PROPOSED

(1) ENCLOSURE 6160AC
(1) ERICSON B160 AC V1 CABINET
(1) ERICSSON RP 6651 (N2500)

811 Know what's below. Call before you dig. www.call811.com

DRAWING INDEX

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CODE COMPLIANCE

SPECIFIED IN GN-01 GENERAL NOTES

DRIVING DIRECTIONS

FROM NEW YORK STEWART INTERNATIONAL AIRPORT, HEAD SOUTH ON 1ST ST TOWARD CIRCULATION DR, TURN RIGHT ONTO CIRCULATION DR, ROAD NAME CHANGES TO BREUNIG RD, TURN RIGHT ONTO INTERNATIONAL BLVD, TURN RIGHT ONTO NY-747 / INTERNATIONAL BLVD, TAKE THE RAMP ON THE LEFT AND FOLLOW SIGNS FOR I-84 WEST, MERGE ONTO I-84 W, AT EXIT 19A, HEAD RIGHT ON THE RAMP FOR NY-17 EAST TOWARD NEW YORK CITY, AT EXIT 124, HEAD RIGHT ON THE RAMP FOR NY-17A / STATE ROUTE 17A TOWARD FLORIDA, TURN LEFT ONTO NY-17A / STATE ROUTE 17A TOWARD FLORIDA, TURN RIGHT, TURN RIGHT, ARRIVE AT YOUR DESTINATION ON THE RIGHT.

PLANS PREPARED FOR:

T-Mobile™

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK ROBERT A. BEACH 090058 LICENSED PROFESSIONAL ENGINEER

11/14/2025

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF **T-MOBILE** AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF **T-MOBILE**.

REVISIONS:

DESCRIPTION	DATE	BY	CH	REV
Replacement	03/20/24			1
Zoning Addition	05/22/25			2
Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

17 MAPLE AVENUE WARWICK, NY 10990

SHEET DESCRIPTION:

TITLE SHEET

SHEET NUMBER:

T-01

GENERAL NOTES:

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.

2. THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF MUNICIPAL AND AGENCY REVIEW AND APPROVAL THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND EACH OF THE DRAWINGS HAVE BEEN REVISED TO INDICATE "ISSUED FOR PERMIT"

3. ALL WORK CONDUCTED SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.

4. MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION.

6. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.

7. ALL EXISTING UTILITY CONDUITS OR IMPROVEMENTS THAT INTERFERE WITH THE CONSTRUCTION OF THE INSTALLATION SHALL BE REVIEWED BY THE CONTRACTOR, PROJECT MANAGEMENT AND LANDLORD TO DETERMINE FINAL STATUS.

8. CONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT AND CABLING. CONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS, AS NECESSARY. CONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH PROJECT MANAGEMENT.

9.THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, ROOFS, AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.

10.CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS REMOVE FROM THE EXISTING FACILITY. ANTENNAS REMOVE SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

11. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.

12. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

13. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY CONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.

14. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

15. CONTRACTOR AND ANY SITE-SPECIFIC PART/PRODUCT/CONCEALMENT MANUFACTURER TO FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO MANUFACTURING, FABRICATION OR CONSTRUCTION.

16.CONTRACTOR SHALL INSTALL ALL SITE SIGNAGE IN ACCORDANCE WITH WIRELESS CARRIER AND LOCAL AHJ SPECIFICATIONS AND REQUIREMENTS.

17. CONTRACTOR SHALL CONTACT ALL LOCAL ACTIVE UTILITIES PRIOR TO CONSTRUCTION.

18.ALL GROUT, ANCHORS AND OTHER MANUFACTURER MATERIALS USED ON SITE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

19. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE LATEST VERSION OF THE CSI MASTERFORMAT.

20. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIOS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.

21. STRUCTURAL STEEL AND OTHER MANUFACTURER MATERIALS USED ON SITE TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

22.POWER TO THE FACILITY IS MONITORED BY AN EXISTING METER.

23. ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.

24. CONTRACTOR SHALL MAKE A UTILITY " ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.

25. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN, MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.

CODES AND STANDARDS:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED ALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

- NEW YORK CITY BUILDING CODE
- INTERNATIONAL BUILDING CODE, 2006
- AISC STEEL CONSTRUCTION MANUAL, 13TH EDITION
- ACI 530-05, MASONRY STANDARDS JOINT COMMITTEE
- TIA/EIA-222

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

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ENGINEERING SEAL:

11/14/2025

DRAWING NOTICE:

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REVISIONS:

DESCRIPTION	DATE	BY	CH	REV
Replacement	03/20/24			1
Zoning Addition	05/22/25			2
Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

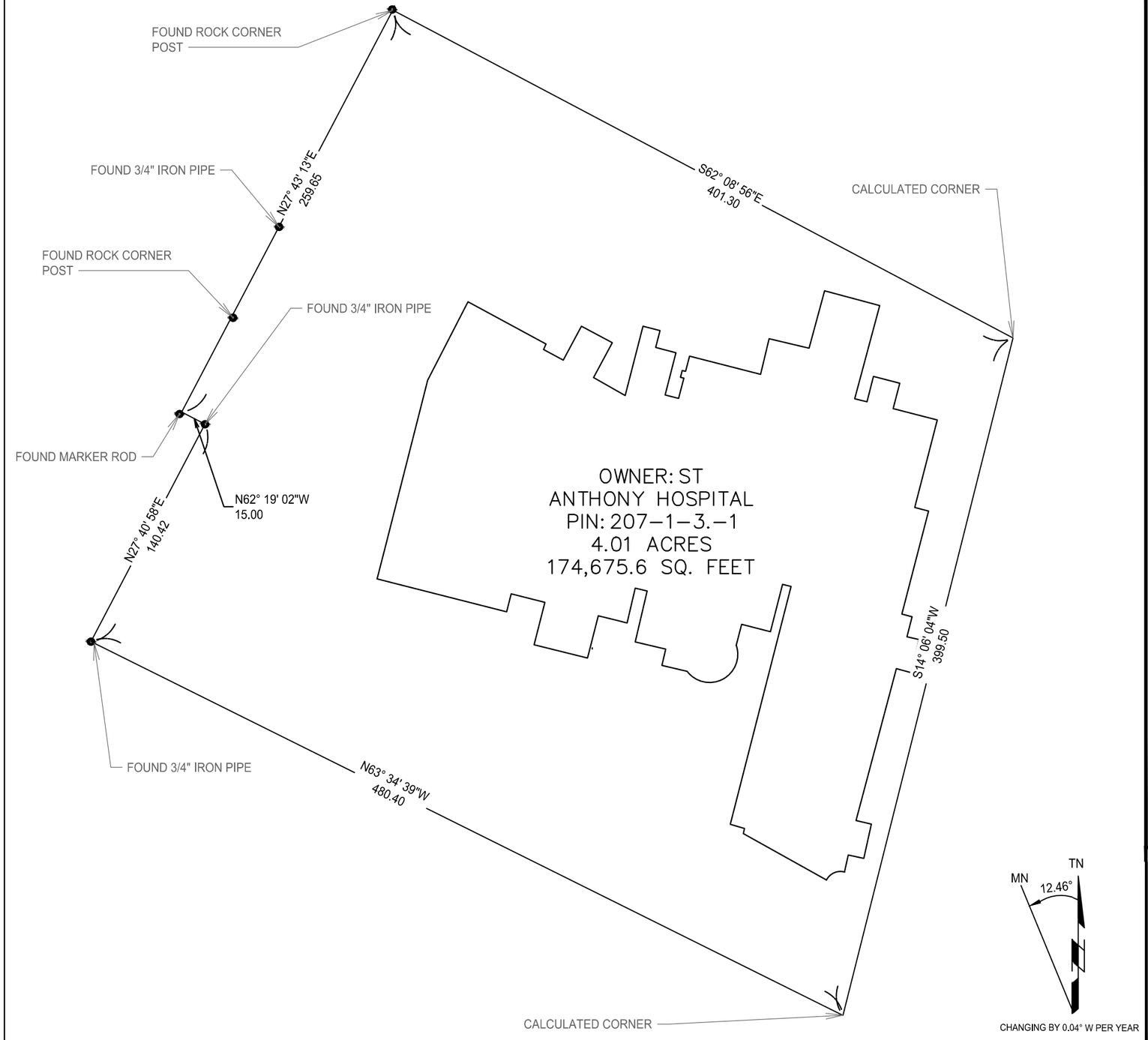
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

GENERAL NOTES

SHEET NUMBER:

GN-01



CHANGING BY 0.04° W PER YEAR

SURVEYOR NOTES

THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASE PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF **T-MOBILE US, INC.** AND EXCLUSIVELY FOR THE TRANSFERAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *NEW YORK STATE PLANES, NEW YORK EAST ZONE, U.S. FEET*, DETERMINED BY GPS OBSERVATIONS AND THE RTX NETWORK, COMPLETED ON 4/29/25

THIS PROPERTY IS SUBJECT TO ANY RECORD EASEMENTS AND/OR RIGHT OF WAY SHOWN HEREON OR NOT.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

PER NEW YORK 811 UNDERGROUND UTILITY PAINT MARKS SHOWN HEREON WERE MADE BY OTHERS IN RESPONSE TO A 811 ONE CALL TICKET, MADE BY OTHERS, AND ARE SHOWN FOR GRAPHICAL PURPOSES ONLY. THIS SURVEYOR TAKES NO RESPONSIBILITY FOR THEIR ACCURACY OR FOR THE LACK OF RESPONSE BY ANY UTILITY LOCATE COMPANIES.

THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE LEASE AREA OR THE INGRESS-EGRESS & UTILITY EASEMENT.

THE LEASE AREA AND THE ACCESS & UTILITY EASEMENT ARE ENTIRELY WITHIN THE PARENT PARCEL

THE ACCESS & UTILITY EASEMENT GOES TO A CONFIRMED PUBLIC RIGHT-OF-WAY.

THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE COMMITMENT.

PARENT PARCEL

PER WARRANTY DEED VOLUME 1939 PG. 995

LYING AND BEING IN THE VILLAGE OF WARWICK, TOWN OF WARWICK, COUNTY OF ORANGE AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SET FOR THE NORTHWEST CORNER OF GRAND STREET AND MAPLE AVENUE AND RUNNING THENCE ALONG THE WESTERLY LINE OF MAPLE AVENUE NORTH 22 DEGREES 36 MINUTES EAST 399 FEET 5 INCHES TO THE SOUTH LINE OF VAN DUZER AVENUE; THENCE NORTH 53 DEGREES 50 MINUTES WEST ALONG THE SOUTH LINE OF VAN DUZER AVENUE 251 FEET 4 INCHES TO LAND OF RENSSELAER A. DEMAREST; THENCE AT RIGHT ANGLES WITH VAN DUZER AVENUE SOUTH 36 DEGREES 10 MINUTES WEST 400 FEET TO THE NORTHERLY LINE OF GRAND STREET; THENCE SOUTHEASTERLY, ALONG THE NORTHERLY LINE OF GRAND STREET 345 FEET 5 INCHES TO PLACE OF BEGINNING.

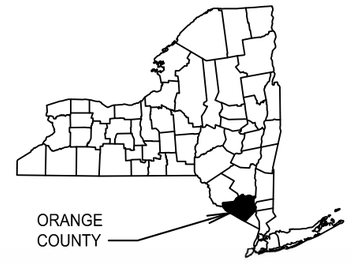
AND ALSO ALL THAT CERTAIN PIECE OF LAND, WITH THE BUILDING THEREON ERECTED, SITUATE IN SAID VILLAGE OF WARWICK, COUNTY OF ORANGE AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF GRAND STREET, DISTANT 345 FEET 5 INCHES WESTERLY FROM A MONUMENT SET FOR THE NORTHWEST CORNER OF THE TRACT OF LAND FIRST DESCRIBED AND RUNNING THENCE NORTHERLY, ALONG SAID FIRST DESCRIBED TRACT, 200 FEET TO THE SOUTHERLY CORNER OF LANDS BELONGING TO RENSSELAER A. DEMAREST; THENCE WESTERLY, ALONG HIS LINE AND PARALLEL WITH GRAND STREET, 50 FEET; THENCE SOUTHERLY, PARALLEL WITH THE FIRST DESCRIBED LINE, 200 FEET TO THE NORTHERLY LINE OF GRAND STREET; THENCE EASTERLY, ALONG THE NORTHERLY LINE OF GRAND STREET, 50 FEET TO THE PLACE OF BEGINNING.

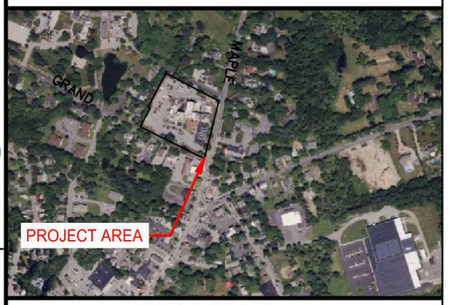
TOGETHER WITH ALL RIGHT TITLE AND INTEREST OF THE PARTY OF THE FIRST PART OF , IN AND TO ALL STRIPS OR GORES OF LAND OWNED BY THE PARTY OF THE FIRST PART BETWEEN THE PREMISES HEREINABOVE DESCRIBED AND OTHER LANDS NOW OWNED BY OR ABOUT TO BE CONVEYED TO THE PARTY OF THE SECOND PART.

FLOOD INFORMATON

THE TOWER AREA SHOWN HEREON IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NO. 36071C0463E, DATED 8/3/2009. THE TOWER AREA IS LOCATED IN ZONE X



STATE MAP LOCATION



SITE MAP

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT LOCAL 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BENCHMARK

BM1 - LOCATED ON SPIKE STEP SIGN APPROXIMATE NORTHEAST CORNER OF PROPERTY. ELEV.=555.65' AMSL

GEOGRAPHIC COORDINATES

LATITUDE: 41°15'40.86"N OR 41.26135° (NAD83)

LONGITUDE: 74°21'27.14"W OR 74.357539° (NAD83)

SITE ELEVATION: 565 FEET

SURVEYOR'S CERTIFICATION

DO HEREBY CERTIFY THAT THIS SJRVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION. THE HORIZONTAL DATUM (COORDINATES) ARE IN THE TERMS CF THE NORTH AMERICAN DATUM OF 1983 (NAD83) AND ARE EXPRESSED AS DEGREES, MINUTES AND SECONDS, TO THE NEAREST HUNDREDTH OF A SECOND. THE VERTICAL DATUM (HEIGHTS) ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE DETERMINED TO THE NEAREST TENTH OF A FOOT. I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

DATE: 5/2/25

TIMOTHY LEIGH FISH NEW YORK PROFESSIONAL LAND SURVEYOR LICENSE NO. 51019

THIS IS NOT A CERTIFIED BOUNDARY SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE REGULATIONS. THIS SURVEY IS INTENDED FOR THE PARTIES AND PURPOSES SHOWN, AND MAP IS NOT FOR RECORDATION.

REV NUMBER	SHEET TITLE	SITE NAME: WARWICK SITE NUMBER: NY10253B 15 MAPLE AVE. - WARWICK , NY - ORANGE COUNTY		SHEET SCALE	NORTH DIRECTION
0	SITE SURVEY	DATE: 5/2/25	PROJECT NUMBER: 25-02-21	1"=65'	N E S W
SHEET NUMBER		DRAWN BY: WAVELENGTH	0 FINAL SURVEY - 5/16/25	0 16.25 32.5 65	
A-01		APPROVED: WCB	- -	SCALE IN FEET	

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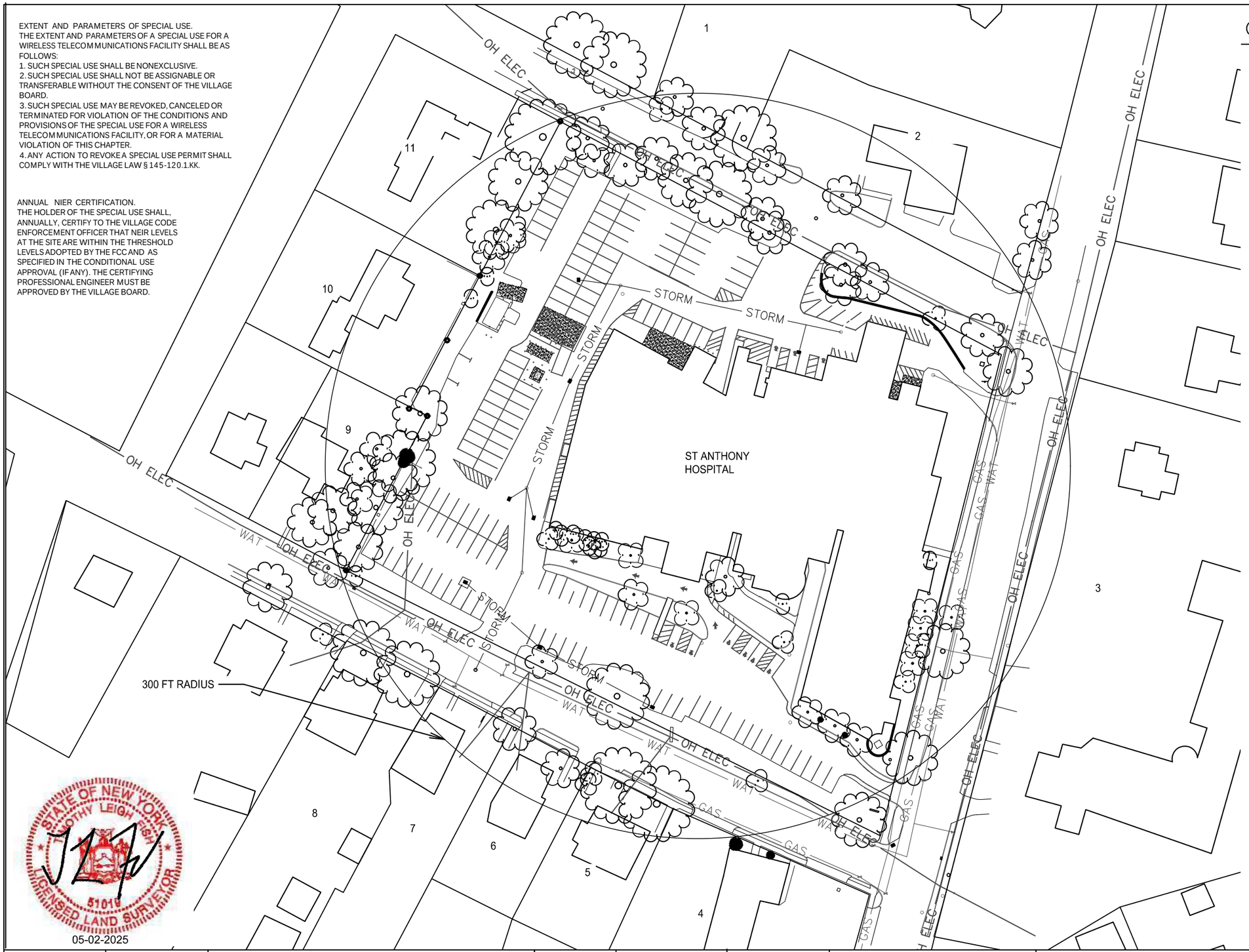
EXTENT AND PARAMETERS OF SPECIAL USE.
THE EXTENT AND PARAMETERS OF A SPECIAL USE FOR A WIRELESS TELECOMMUNICATIONS FACILITY SHALL BE AS FOLLOWS:
1. SUCH SPECIAL USE SHALL BE NONEXCLUSIVE.
2. SUCH SPECIAL USE SHALL NOT BE ASSIGNABLE OR TRANSFERABLE WITHOUT THE CONSENT OF THE VILLAGE BOARD.
3. SUCH SPECIAL USE MAY BE REVOKED, CANCELED OR TERMINATED FOR VIOLATION OF THE CONDITIONS AND PROVISIONS OF THE SPECIAL USE FOR A WIRELESS TELECOMMUNICATIONS FACILITY, OR FOR A MATERIAL VIOLATION OF THIS CHAPTER.
4. ANY ACTION TO REVOKE A SPECIAL USE PERMIT SHALL COMPLY WITH THE VILLAGE LAW § 145-120.1.KK.

ANNUAL NIER CERTIFICATION.
THE HOLDER OF THE SPECIAL USE SHALL, ANNUALLY, CERTIFY TO THE VILLAGE CODE ENFORCEMENT OFFICER THAT NEIR LEVELS AT THE SITE ARE WITHIN THE THRESHOLD LEVELS ADOPTED BY THE FCC AND AS SPECIFIED IN THE CONDITIONAL USE APPROVAL (IF ANY). THE CERTIFYING PROFESSIONAL ENGINEER MUST BE APPROVED BY THE VILLAGE BOARD.



GENERAL LEGEND:

- WOOD UTILITY POLE
- FOUND MONUMENT
- TOWER CENTER
- BM1 BENCHMARK
- FOUND IRON ROD
- FOUND MAG NAIL
- OH ELEC — OVERHEAD ELECTRIC
- RIGHT-OF-WAY
- PROPERTY/ LOT LINE
- P.U.E. / EASEMENT
- LEASE AREA

PROPERTY 1: OWNER: ALBERT M. FAELLA, PN: 204-1-16.2

PROPERTY 2: OWNER:FRANCISCAN HLTH SYS TRI-STATE REGION INC., PN: 204-1-17.1

PROPERTY 3: OWNER: WARWICK REFORMED CHURCH, PN: 205-1-21

PROPERTY 4: OWNER: MACS RETAIL LLC, PN: 207-2-10.12

PROPERTY 5: OWNER: 5 GRAND STREET LLC, PN: 207-2-9.2

PROPERTY 6: OWNER: 7 GRAND STREET LLC, PN: 207-2-8

PROPERTY 7: OWNER: JOHN RIGO, PN: 207-2-7.22

PROPERTY 8: OWNER: JOHN RIGO, PN: 207-2-6.2

PROPERTY 9: OWNER: STEVEN J. FORSYTH, PN: 207-1-5.1

PROPERTY 10: OWNER: LAUREN GLEASON, PN: 207-1-7

PROPERTY 11: OWNER: RAYMOND ROGERS, PN: 207-1-1

NOTE:
SITE LOCATED IN VILLAGE'S HISTORIC DISTRICT

STATE OF NEW YORK
TIMOTHY LEIGH WEIGH
51019
LICENSED LAND SURVEYOR
05-02-2025

REV NUMBER	SHEET TITLE	SITE NAME: WARWICK SITE NUMBER: NY10253B 15 MAPLE AVE. - WARWICK , NY - ORANGE COUNTY		811 1-800-272-4480	SHEET SCALE	NORTH DIRECTION
0	SITE PLAN	DATE: 5/2/25	PROJECT NUMBER: 25-02-21		1"=60'	N W E S
SHEET NUMBER		DRAWN BY: WAVELENGTH	0 FINAL SURVEY - 5/16/25		0 15 30 60 SCALE IN FEET	
A-02		APPROVED: WCB	- -			
			- -			

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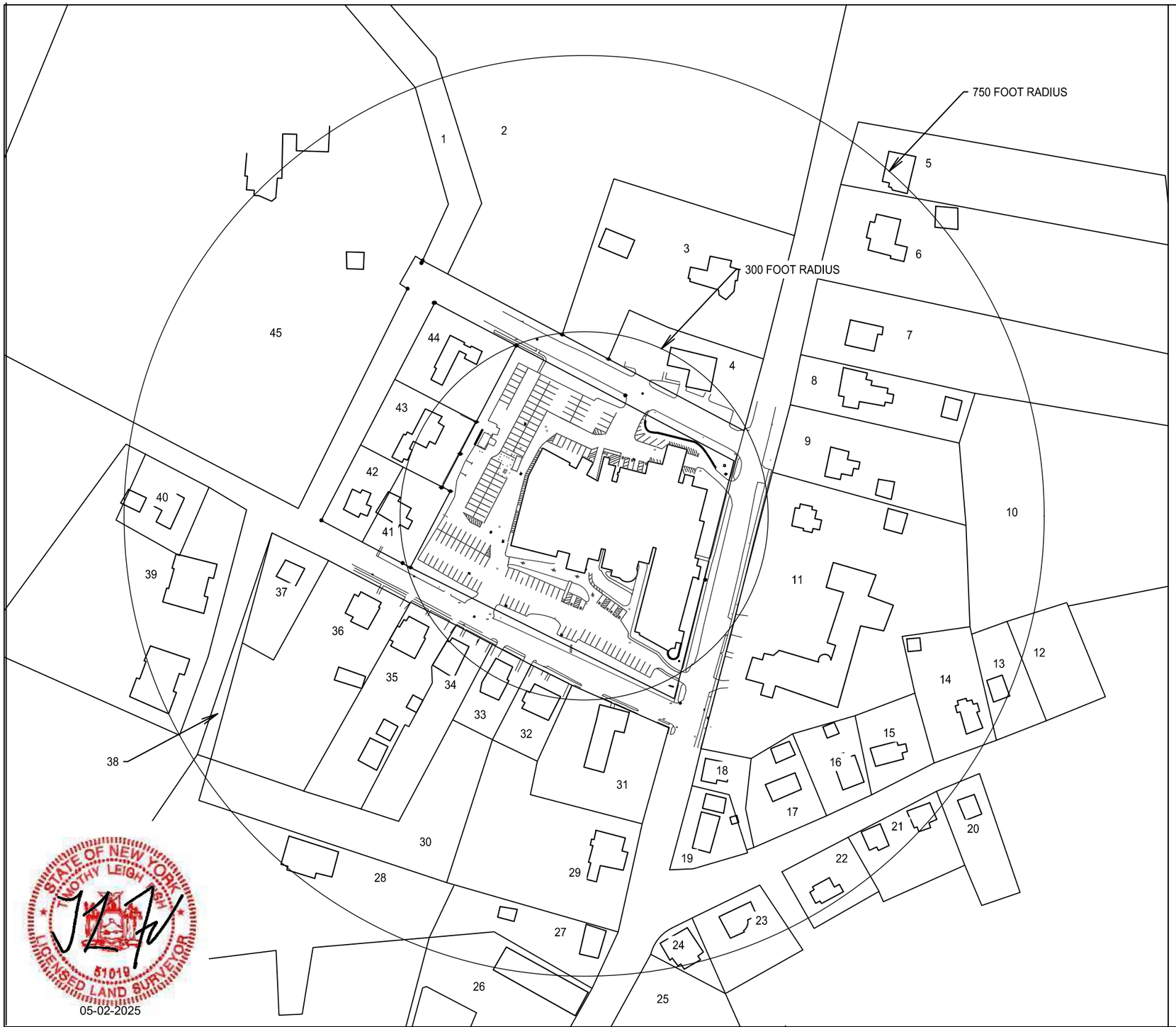

GENERAL LEGEND:

- WOOD UTILITY POLE
- FOUND MONUMENT
- TOWER CENTER
- BM1 BENCHMARK
- FOUND IRON ROD
- FOUND MAG NAIL
- OH ELEC — OVERHEAD ELECTRIC
- RIGHT-OF-WAY
- PROPERTY/ LOT LINE
- P.U.E. / EASEMENT
- LEASE AREA

COMMERCIAL

PROPERTY 4: OWNER: FRANCISCAN HLTH SYS TRI-STATE REGION INC., PN: 204-1-17.1

PROPERTY 8: OWNER: LORETTA BREEDVELD, PN: 205-1-23

PROPERTY 11: OWNER: WARWICK REFORMED CHURCH, PN: 205-1-21

PROPERTY 17: OWNER: GESELL REALTY LLC, PN: 205-1-17

PROPERTY 18: OWNER: FOX HUNT PROPERTIES LLC, PN: 205-1-20

PROPERTY 19: OWNER: G T Y NY LEASING INCORPORATED, PN: 205-1-19.1

PROPERTY 21: OWNER: JOHN A. MC GLOIN, PN: 208-1-2

PROPERTY 22: OWNER: 3 FORESTER AVENUE LLC, PN: 208-1-1

PROPERTY 23: OWNER: JJLV PROPERTIES LLC, PN: 207-3-2

PROPERTY 24: OWNER: A W BUCKBEE CENTER LLC, PN: 207-3-1

PROPERTY 25: OWNER: 108 MAIN STREET LLC, PN: 207-3-13

PROPERTY 26: OWNER: 93-95 MAIN STREET LLC, PN: 207-2-16.2

PROPERTY 28: OWNER: HERITAGE GREEN INC., PN: 2078-2-28.2

PROPERTY 29: OWNER: KEY BANK OF SE NEW YORK, PN: 207-2-12.2

PROPERTY 31: OWNER: MACS RETAIL LLC, PN: 207-2-10.12

PROPERTY 32: OWNER: 5 GRAND STREET LLC, PN: 207-2-9.2

PROPERTY 33: OWNER: 7 GRAND STREET LLC, PN:207-2-8

PROPERTY 34: OWNER: JOHN RIGO, PN: 207-2-7.22

PROPERTY 38: OWNER: WARWICK QUEEN CORPORATION, PN: 207-2-3.13

PROPERTY 39: OWNER: WARWICK QUEEN CORP., PN: 207-2-3.12

PROPERTY 45: OWNER: ST FRANCIS CENTER AT, PN: 204-1-2.2

RESIDENTIAL

PROPERTY 1: OWNER: JEWETT REVOCABLE TRUST FREEBORN G JR, PN: 204-1-19

PROPERTY 2: OWNER: WYNDHURST LLC, PN: 204-1-20

PROPERTY 3: OWNER: ALBERT M FAELLA, PN: 204-1-16.2

PROPERTY 5: OWNER: JOHN C. GRANEY, PN: 205-1-26

PROPERTY 6: OWNER: CHRISTOPHER CARDELLA, PN: 205-1-25

PROPERTY 7: OWNER: ROBERT F. MC MANUS, PN: 205-1-24

PROPERTY 9: OWNER: KEVIN E. KAUFFMAN, PN: 205-1-22

PROPERTY 10: OWNER: KEVIN E. KAUFFMAN, PN: 205-1-11

PROPERTY 12: OWNER: JOYCE NUESS, PN: 205-1-12

PROPERTY 13: OWNER: 41 COLONIAL AVE LLC, PN: 205-1-13

PROPERTY 14: OWNER: WERNER G. MUELLER TRUSTEE, PN: 205-1-14

PROPERTY 15: OWNER: MOUNTAIN PARADISE BUILKDER INC., PN: 205-1-15

PROPERTY 16: OWNER: GISELLE GHILONI, PN: 205-1-16

PROPERTY 20: OWNER: MICHAEL SPACE, PN: 208-1-3

PROPERTY27: OWNER: BAIRD'S TAVERN LLC, PN: 207-2-15.2

PROPERTY 30: OWNER: 7 GRAND STREET LLC, PN: 207-2-14.1

PROPERTY 35: OWNER: JOHN RIGO, PN: 207-2-6.2

PROPERTY 36: OWNER: RENELLE LORRAY, PN: 207-2-5

PROPERTY 37: OWNER: DEBRA K. PHILLIPS TRUSTEE, PN: 207-2-4

PROPERTY 40: OWNER: THOMAS A. MATTINGLY II, PN: 207-2-3.2

PROPERTY 41: OWNER: STEVEN J. FORSYTH, PN: 207-1-5.1

PROPERTY 42: OWNER: PABLO F. RODRIGUEZ, PN: 207-1-6

PROPERTY 43: OWNER: LAUREN GLEASON TRUSTEE, PN:207-1-7

PROPERTY 44: OWNER: RAYMOND ROGERS, PN: 207-1-1

STATE OF NEW YORK
TIMOTHY LEIGH HOLT
51019
LICENSED LAND SURVEYOR

05-02-2025

REV NUMBER	SHEET TITLE	SITE NAME: WARWICK SITE NUMBER: NY10253B 15 MAPLE AVE. - WARWICK , NY - ORANGE COUNTY		SHEET SCALE	NORTH DIRECTION
0	EXISTING LEASE AREA AND EASEMENTS	DATE: 5/2/25	PROJECT NUMBER: 25-02-21	1"=60'	N W E S
SHEET NUMBER		DRAWN BY: WAVELENGTH	0 FINAL SURVEY - 5/16/25	0 15 30 60 SCALE IN FEET	
A-03		APPROVED: WCB	- -		
			- -		

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PROPERTY 1	
LAND USE: RESIDENTIAL	
OWNER: JEWETT REVOCABLE TRUST FREEBORN G. JR	
PN:204-1-19	
ITEM	EXISTING
LOT AREA	18.40 ACRES, 801,504 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	100 FEET
SIDE YARD (FT)	ZONING TABLE
SIDE YARD (FT)	ZONING TABLE
REAR YARD (FT)	ZONING TABLE
REAR YARD (FT)	ZONING TABLE
REAR YARD (FT)	ZONING TABLE

PROPERTY 2	
LAND USE: RESIDENTIAL	
OWNER: WYNDHURST LLC	
PN:204-1-18	
ITEM	EXISTING
LOT AREA	13.30 ACRES, 579,348 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	158.5 FEET
SIDE YARD (FT)	ZONING TABLE
SIDE YARD (FT)	ZONING TABLE
SIDE YARD (FT)	ZONING TABLE
REAR YARD (FT)	ZONING TABLE
REAR YARD (FT)	ZONING TABLE

PROPERTY 3	
LAND USE: RESIDENTIAL	
OWNER: SUZANNE BENEDETTO	
PN:204-1-16.2	
ITEM	EXISTING
LOT AREA	1.6 ACRES, 69,696 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	84.8 FEET
SIDE YARD (FT)	280 FT
SIDE YARD (FT)	100 FEET
SIDE YARD (FT)	193.7 FEET
REAR YARD (FT)	219.6 FEET
REAR YARD (FT)	305 FEET

PROPERTY 4	
LAND USE: COMMERCIAL	
OWNER:FRANCISCAN HLTH SYS TRI-STATEREGION	
PN:204-1-17.1	
ITEM	EXISTING
LOT AREA	56 ACRES, 24,393.6 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	245 FEET
SIDE YARD (FT)	100FEET
SIDE YARD (FT)	120 FEET
REAR YARD (FT)	219.6 FEET
REAR YARD (FT)	- -
REAR YARD (FT)	-

PROPERTY 5	
LAND USE: RESIDENTIAL	
OWNER: JOHN C. GRANEY	
PN:205-1-26	
ITEM	EXISTING
LOT AREA	1.10 ACRES, 47,916 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	100.3 FEET
SIDE YARD (FT)	523.0 FEET
SIDE YARD (FT)	556.0 FEET
REAR YARD (FT)	102.0 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 6	
LAND USE: RESIDENTIAL	
OWNER: CHRISTOPHER CARDELLA	
PN:205-1-25	
ITEM	EXISTING
LOT AREA	2.8 ACRES, 121,968 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	182.8 FEET
SIDE YARD (FT)	556.0 FEEET
SIDE YARD (FT)	623.0 FEET
REAR YARD (FT)	222.0 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 7	
LAND USE: RESIDENTIAL	
OWNER: ROBERT F, MC MANUS	
PN:205-1-24	
ITEM	EXISTING
LOT AREA	1.3 ACRES, 56,620 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	90.7 FEET
SIDE YARD (FT)	624.10 FEET
SIDE YARD (FT)	653.36 FEET
REAR YARD (FT)	92.7 FEET
REAR YARD (FT)	- -
REAR YARD (FT)	-

PROPERTY 8	
LAND USE: COMMERCIAL	
OWNER:LORETTA BREED VELD	
PN:205-1-23	
ITEM	EXISTING
LOT AREA	.48 ACRES, 20,908.8 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	75 FEET
SIDE YARD (FT)	281.2 FEET
SIDE YARD (FT)	281.2 FEET
REAR YARD (FT)	75 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 9	
LAND USE: RESIDENTIAL	
OWNER:AARON PAAS	
PN:205-1-22	
ITEM	EXISTING
LOT AREA	.88 ACRES, 38332.8 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	125.5 FEET
SIDE YARD (FT)	281.2 FEET
SIDE YARD (FT)	324.2 FEET
REAR YARD (FT)	133.0 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 10	
LAND USE: CODE 312	
OWNER: AARON PAAS	
PN:205-1-11	
ITEM	EXISTING
LOT AREA	2.80 ACRES, 121,968 SQ FT
LOT WIDTH(FT)	-
FRONT (FT)	405.34 FEET
SIDE YARD (FT)	371.31 FEET
SIDE YARD (FT)	385.44 FEET
REAR YARD (FT)	269.11 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 11	
LAND USE: TAX EXEMPT	
OWNER: WARWICK REFORMED CHURCH	
PN:205-1-21.-1	
ITEM	EXISTING
LOT AREA	2.87 ACRES, 124,581.6 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	435.8 FEET
SIDE YARD (FT)	324.2 FEET
SIDE YARD (FT)	585.6 FEET
REAR YARD (FT)	176.49 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 12	
LAND USE: RESIDENTIAL	
OWNER: JOYCE NEUSS	
PN:205-1-12	
ITEM	EXISTING
LOT AREA	.34 ACRES, 14,810.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	100.6 FEET
SIDE YARD (FT)	160.9 FEET
SIDE YARD (FT)	161.3 FEET
REAR YARD (FT)	84.3 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 13	
LAND USE: RESIDENTIAL	
OWNER: 41 COLONIAL AVE LLC	
PN:205-1-13	
ITEM	EXISTING
LOT AREA	.32 ACRES, 13,939.2 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	100 FEET
SIDE YARD (FT)	162.2 FEET
SIDE YARD (FT)	168.5 FEET
REAR YARD (FT)	75 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPEWRTY 14	
LAND USE: RESIDENTIAL	
OWNER: DEREK MKITIK	
PN:205-1-14	
ITEM	EXISTING
LOT AREA	.55 ACRES, 23,958 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	116.6 FEET
SIDE YARD (FT)	189.7 FEET
SIDE YARD (FT)	214 FEET
REAR YARD (FT)	124.5 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 15	
LAND USE: RESIDENTIAL	
OWNER: JOHN NOEL KENNEDY	
PN:205-1-15	
ITEM	EXISTING
LOT AREA	.29 ACRES, 12,632.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	110.3 FEET
SIDE YARD (FT)	119.4 FEET
SIDE YARD (FT)	128.0 FEET
REAR YARD (FT)	102.9 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 16	
LAND USE: RESIDENTIAL	
OWNER: GISELLE GHILONI	
PN:205-1-16	
ITEM	EXISTING
LOT AREA	.26 ACRES, 11,325.6 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	85.6 FEET
SIDE YARD (FT)	128 FEET
SIDE YARD (FT)	141.0 FEET
REAR YARD (FT)	105.9 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 17	
LAND USE: COMMERCIAL	
OWNER: GESELL REALTY LLC	
PN:205-1-17	
ITEM	EXISTING
LOT AREA	.37 ACRES, 16,117.2 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	120.4 FEET
SIDE YARD (FT)	141.4 FEET
SIDE YARD (FT)	154.3 FEET
REAR YARD (FT)	89 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 18	
LAND USE: COMMERCIAL	
OWNER: FOX HUNT PROPERTIES LLC	
PN:205-1-20	
ITEM	EXISTING
LOT AREA	.15 ACRES, 6,534 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	65 FEET
SIDE YARD (FT)	68.7 FEET
SIDE YARD (FT)	164.2 FEET
REAR YARD (FT)	154.3 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 19	
LAND USE: COMMERCIAL	
OWNER: G T Y NY LEASING INCORPORATED	
PN:205-1-19.1	
ITEM	EXISTING
LOT AREA	.30 ACRES, 13.068 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	285.4 FEET
SIDE YARD (FT)	71.3 FEET
SIDE YARD (FT)	98 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 20	
LAND USE: RESIDENTIAL	
OWNER: MICHEAL SPACE	
PN:208-1-3	
ITEM	EXISTING
LOT AREA	.33 ACRES, 14,374.8
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	75 FEET
SIDE YARD (FT)	197.5 FEET
SIDE YARD (FT)	191.2 FEET
REAR YARD (FT)	74.9 FEET
REAR YARD (FT)	-
REAR YARD (FT)	ZONING TABLE

PROPERTY 21	
LAND USE: COMMERCIAL	
OWNER: JOHN A MC GLOIN	
PN:208-1-2	
ITEM	EXISTING
LOT AREA	.43 ACRES, 18,730.8 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	153.7 FEET
SIDE YARD (FT)	142.0 FEET
SIDE YARD (FT)	117.0 FEET
REAR YARD (FT)	140.0 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 22	
LAND USE: COMMERCIAL	
OWNER: 3 FORESTER AVENUE LLC	
PN:208-1-1	
ITEM	EXISTING
LOT AREA	.30 ACRES, 13.068 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	132.8 FEET
SIDE YARD (FT)	103.6 FEET
SIDE YARD (FT)	103.3 FEET
REAR YARD (FT)	122.7 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 23	
LAND USE: COMMERCIAL	
OWNER: JJLV PROPERTIES LLC	
PN:207-3-2	
ITEM	EXISTING
LOT AREA	.40 ACRES, 17,424 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	249.7 FEET
SIDE YARD (FT)	137.5 FEET
SIDE YARD (FT)	-
REAR YARD (FT)	140.0 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 24	
LAND USE: TAX EXEMPT	
OWNER: A W BUCKBEE CENTER LLC	
PN:207-3-1	
ITEM	EXISTING
LOT AREA	.14 ACRES, 6,098.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	84.4 FEET
SIDE YARD (FT)	135.6 FEET
SIDE YARD (FT)	141.0 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 25	
LAND USE: COMMERCIAL	
OWNER: 108 MAIN STREET LLC	
PN:207-3-13	
ITEM	EXISTING
LOT AREA	.64 ACRES, 27,878.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	135.8 FEET
SIDE YARD (FT)	178.1 FEET
SIDE YARD (FT)	269.9 FEET
REAR YARD (FT)	112.7 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 26	
LAND USE: COMMERCIAL	
OWNER: 93-95 MAIN STREET LLC	
PN:207-2-16.2	
ITEM	EXISTING
LOT AREA	1.00 ACRES, 43,560 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	350.3 FEET
SIDE YARD (FT)	183.8 FEET
SIDE YARD (FT)	177.4 FEET
REAR YARD (FT)	116.7 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 27	
LAND USE: COMMERCIAL	
OWNER: BAIRD'S TAVERN LLC	
PN:207-2-15.-1	
ITEM	EXISTING
LOT AREA	.47 ACRES, 20,473.2 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	100 FEET
SIDE YARD (FT)	177.4 FEET
SIDE YARD (FT)	116.7 FEET
SIDE YARD (FT)	272 FEET
REAR YARD (FT)	106.3 FEET
REAR YARD (FT)	-

PROPERTY 28	
LAND USE: COMMERCIAL	
OWNER: HERITAGE GREEN INC	
PN:207-2-28.2	
ITEM	EXISTING
LOT AREA	2.50 ACRES, 108,900 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	458.7 FEET
SIDE YARD (FT)	494.66 FEET
SIDE YARD (FT)	443.3 FEET
REAR YARD (FT)	106.3 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 29	
LAND USE: COMMERCIAL	
OWNER: KEY BANK OF SE NEW YORK	
PN:207-2-12.2	
ITEM	EXISTING
LOT AREA	1.20 ACRES, 53,272 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	178.9 FEET
SIDE YARD (FT)	279.0 FEET
SIDE YARD (FT)	335.4 FEET
REAR YARD (FT)	227.5 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 30	
LAND USE: CODE 311	
OWNER: 7 GRAND STREET LLC	
PN:207-2-14.1	
ITEM	EXISTING
LOT AREA	1.10 ACRES, 47,916 SQ FT
LOT WIDTH(FT)	-
NORTH SIDE (FT)	548.21 FEET
EAST SIDE (FT)	230.36 FEET
WEST SIDE (FT)	91.26 FEET
REAR YARD (FT)	415.94 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 31	
LAND USE: COMMERCIAL	
OWNER: MACS RETAIL LLC	
PN:207-2-10.12	
ITEM	EXISTING
LOT AREA	.77 ACRES, 33,541.2 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	333.8 FEET
SIDE YARD (FT)	197.3 FEET
SIDE YARD (FT)	197.7 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 32	
LAND USE: COMMERCIAL	
OWNER: 5 GRAND STREET LLC	
PN:207-2-9.2	
ITEM	EXISTING
LOT AREA	.24 ACRES, 10,454.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	70 FEET
SIDE YARD (FT)	139.4 FEET
SIDE YARD (FT)	145.3 FEET
REAR YARD (FT)	79.8 FEET
REAR YARD (FT)	-
REAR YARD (FT)	ZONING TABLE

PROPERTY 33	
LAND USE: COMMERCIAL	
OWNER: 7 GRAND STREET LLC	
PN:207-2-8	
ITEM	EXISTING
LOT AREA	.25 ACRES, 10,890 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	74.9 FEET
SIDE YARD (FT)	145 FEET
SIDE YARD (FT)	151.9 FEET
REAR YARD (FT)	74.8 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 34	
LAND USE: COMMERCIAL	
OWNER: JOHN RIGO	
PN:207-2-7.22	
ITEM	EXISTING
LOT AREA	.45 ACRES, 19,602 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	67.6 FEET
SIDE YARD (FT)	295.1 FEET
SIDE YARD (FT)	313.4 FEET
REAR YARD (FT)	75 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 35	
LAND USE: RESIDENTIAL	
OWNER: JOHN RIGO	
PN:207-2-6.2	
ITEM	EXISTING
LOT AREA	.62 ACRES, 27,007.2 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	81.9 FEET
SIDE YARD (FT)	313.4 FEET
SIDE YARD (FT)	319.5 FEET
REAR YARD (FT)	87.2 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 36	
LAND USE: RESIDENTIAL	
OWNER: RENELLE LORRAY	
PN:207-2-5	
ITEM	EXISTING
LOT AREA	1.20 ACRES, 52,272 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	150 FEET
SIDE YARD (FT)	316.13 FEET
SIDE YARD (FT)	391.63 FEET
REAR YARD (FT)	165.07 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 37	
LAND USE: RESIDENTIAL	
OWNER: DEBRA K PHILLIPS TRUSTEE	
PN:207-2-4	
ITEM	EXISTING
LOT AREA	.31 ACRES, 13,503.6 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	97.5 FEET
SIDE YARD (FT)	181.1 FEET
SIDE YARD (FT)	195 FEET
REAR YARD (FT)	48.9 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 38	
LAND USE: CODE 311	
OWNER: WARWICK QUEEN CORPORATION	
PN:207-2-3.13	
ITEM	EXISTING
LOT AREA	.05 ACRES, 2,178 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	354.7 FEET
SIDE YARD (FT)	17 FEET
SIDE YARD (FT)	-
REAR YARD (FT)	358 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 39	
LAND USE: COMMERCIAL	
OWNER: WARWICK QUEEN CORP	
PN:207-2-3.12	
ITEM	EXISTING
LOT AREA	2.20 ACRES, 95,832 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	478.5 FEET
SIDE YARD (FT)	404.83 FEET
SIDE YARD (FT)	323.97 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 40	
LAND USE: RESIDENTIAL	
OWNER: THOMAS A MATTINGLY II	
PN:207-2-3.2	
ITEM	EXISTING
LOT AREA	.35 ACRES, 15,246 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	125 FEET
SIDE YARD (FT)	123.51 FEET
SIDE YARD (FT)	122 FEET
REAR YARD (FT)	124.56 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 41	
LAND USE: RESIDENTIAL	
OWNER: STEVEN J FORSYTH	
PN:207-1-5.1	
ITEM	EXISTING
LOT AREA	.29 ACRES, 12,632.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	90 FEET
SIDE YARD (FT)	140 FEET
SIDE YARD (FT)	141.57 FEET
REAR YARD (FT)	90.35 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 42	
LAND USE: RESIDENTIAL	
OWNER: PABLO F RODRIGUEZ	
PN:207-1-6	
ITEM	EXISTING
LOT AREA	.24 ACRES, 10,454.4 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	215 FEET
SIDE YARD (FT)	140 FEET
SIDE YARD (FT)	75 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 43	
LAND USE: RESIDENTIAL	
OWNER: LAUREN GLEASON TRUSTEE	
PN:207-1-7	
ITEM	EXISTING
LOT AREA	.41 ACRES, 17,859.6 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	120 FEET
SIDE YARD (FT)	150 FEET
SIDE YARD (FT)	150 FEET
REAR YARD (FT)	120 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 44	
LAND USE: RESIDENTIAL	
OWNER: RAYMOND ROGERS	
PN:207-1-1	
ITEM	EXISTING
LOT AREA	.48 ACRES, 20,908.8 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	290 FEET
SIDE YARD (FT)	150 FEET
SIDE YARD (FT)	-
REAR YARD (FT)	150 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

PROPERTY 45	
LAND USE: TAX EXEMPT	
OWNER: ST FRANCIS CENTER AT	
PN:204-1-2.2	
ITEM	EXISTING
LOT AREA	12.30 ACRES, 535,788 SQ FT
LOT WIDTH(FT)	-
STREET FRONTAGE (FT)	1,142.6 FEET
SIDE YARD (FT)	946.47 FEET
SIDE YARD (FT)	-
REAR YARD (FT)	949.7 FEET
REAR YARD (FT)	-
REAR YARD (FT)	-

05-02-2025

REV NUMBER	SHEET TITLE	SITE NAME: WARWICK SITE NUMBER: NY10253B 15 MAPLE AVE. - WARWICK , NY - ORANGE COUNTY		SHEET SCALE	NORTH DIRECTION
0	PROPERTY DESCRIPTION	DATE: 5/21/25	PROJECT NUMBER: 25-02-21		
SHEET NUMBER		DRAWN BY: WAVELENGTH	0 90% SURVEY - 5/21/25		
A-04		APPROVED: WCB	- -		
			- -		

811 1-800-272-4480

Wavelength Services

SGS

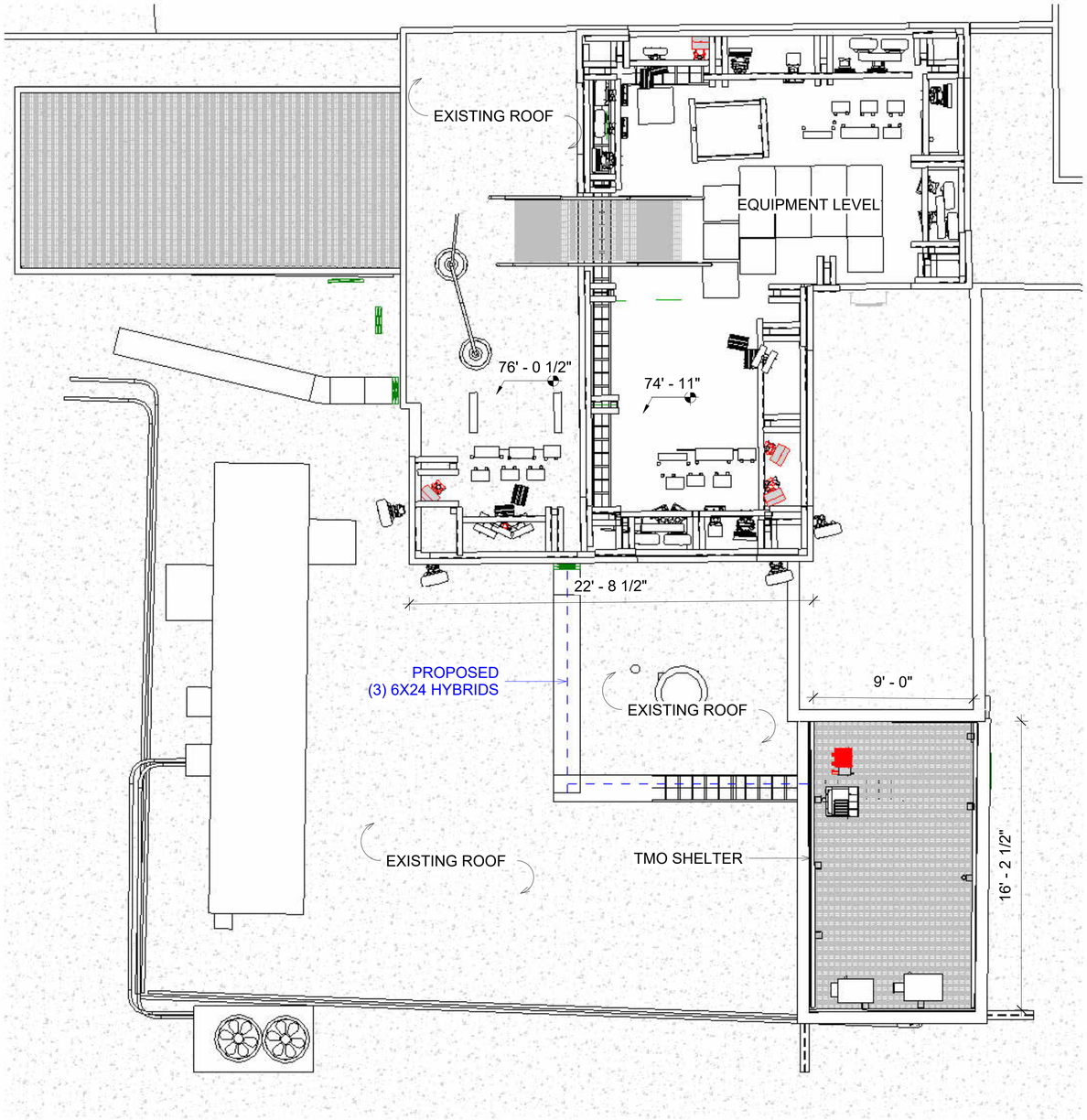
T-Mobile

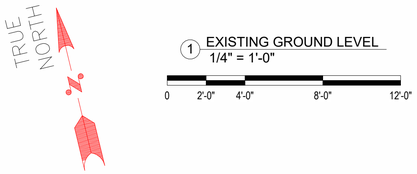
NOTES:

TMO INSPECTS SITES IN PERSON BI-ANUALLY AND REMOTELY 24/7.

NOTES:

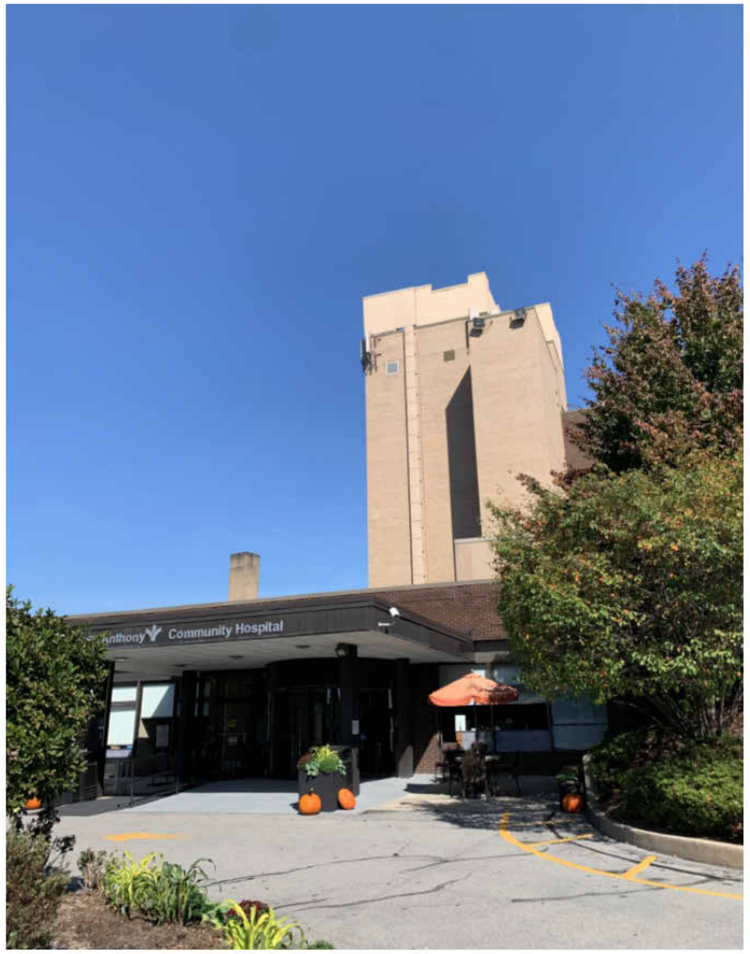
THE PROPOSED CABLES SHALL BE ROUTED ALONG THE EXISTING CABLE LADDERS TOWARDS THE LOCATION OF THE PROPOSED CABINETS.





1 EXISTING GROUND LEVEL
1/4" = 1'-0"

0 2'-0" 4'-0" 8'-0" 12'-0"



EXISTING OVERALL VIEW

SITE PLAN NOTES:

1. THIS SITE PLAN REPRESENTS THE BEST PRESENT KNOWLEDGE AVAILABLE TO THE ENGINEER AT THE TIME OF THIS DESIGN, THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO CONSTRUCTION AND VERIFY ALL EXISTING CONDITIONS RELATED TO THE SCOPE OF WORK FOR THIS PROJECT.

2. ICE BRIDGE, CABLE LADDER, COAX PORT, AND COAX CABLE ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM THE EXACT LOCATION OF ALL PROPOSED AND EXISTING EQUIPMENT AND STRUCTURES DEPICTED ON THIS PLAN, BEFORE UTILIZING EXISTING CABLE SUPPORTS, COAX PORTS, INSTALLING NEW PORTS OR ANY OTHER EQUIPMENT, CONTRACTOR SHALL VERIFY ALL ASPECTS OF THE COMPONENTS MEET THE LAND LORD SPECIFICATIONS

3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE T-MOBILE REPRESENTATIVE AND LOCAL UTILITY COMPANY FOR THE INSTALLATION OF CONDUITS, CONDUCTORS, BREAKERS, DISCONNECTS, OR ANY OTHER EQUIPMENT REQUIRED FOR ELECTRICAL SERVICE. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE STATE AND NATIONAL CODES, ORDINANCES AND REGULATIONS APPLICABLE TO THIS PROJECT.

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
ROBERT A. BEACOM
090058
LICENSED PROFESSIONAL ENGINEER

11/14/2025

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REVISIONS:

DESCRIPTION	DATE	BY	CH	REV
Replacement	03/20/24			1
Zoning Addition	05/22/25			2
Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

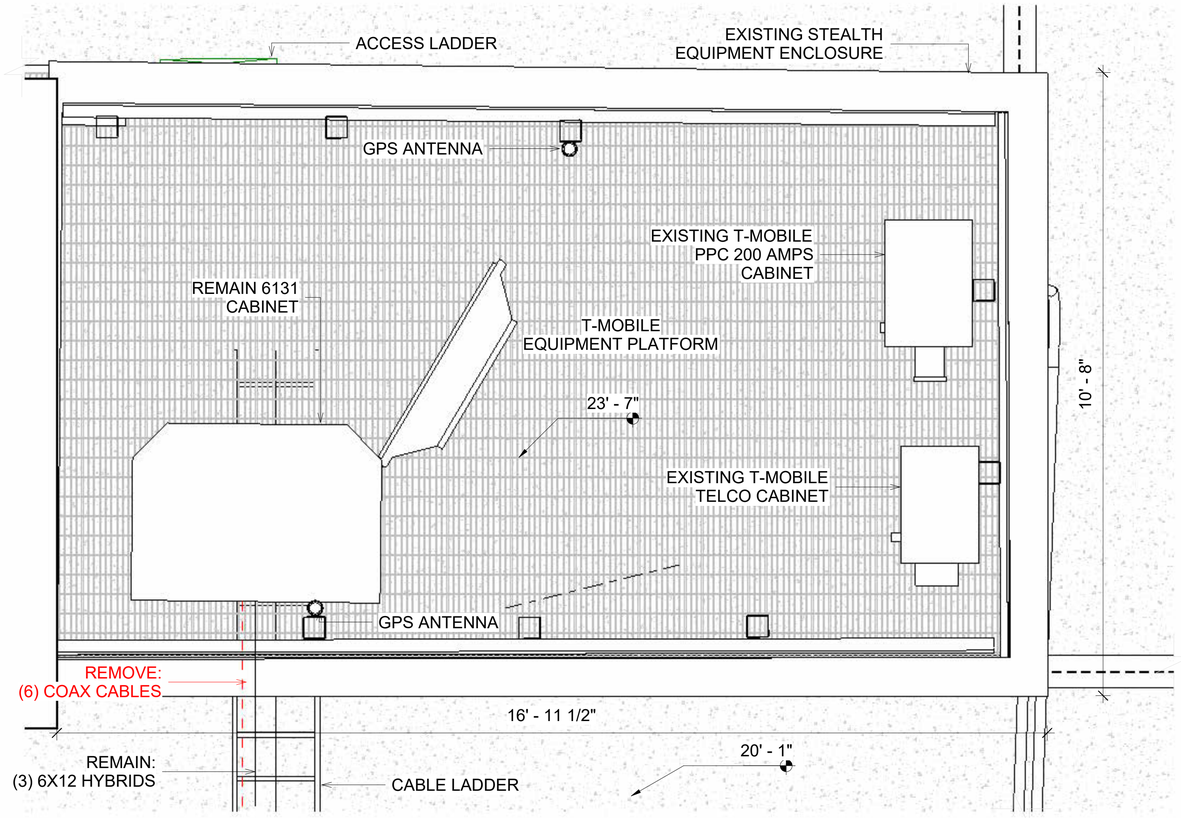
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

EXISTING GROUND LEVEL

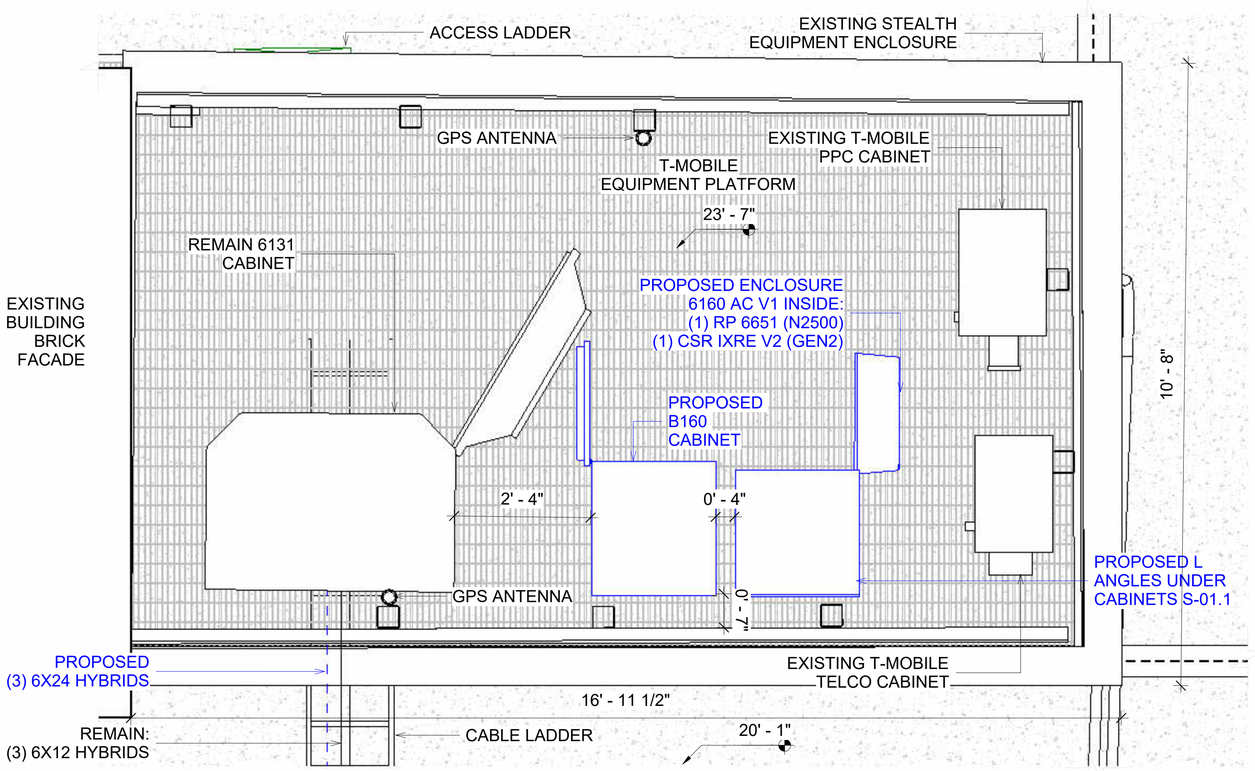
SHEET NUMBER:

A-05



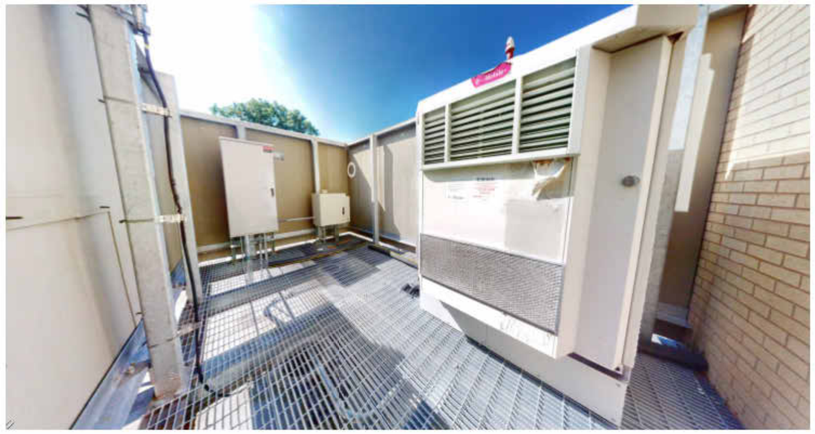
3 EXISTING EQUIPMENT PLAN
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"



1 PROPOSED EQUIPMENT PLAN
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"



COMPOUND EXISTING PLAN

EXISTING TRUNKS AND GROUNDING BAR

SITE PLAN NOTES:

1. CONTRACTOR TO VERIFY THERE IS NO LIVE AAV FIBER RUNNING THROUGH EXISTING DEAD EQUIPMENT.
2. ALL OPEN PORTS NEED TO BE SEALED / WEATHERPROOFED PROPERLY
3. ALL UN NEEDED / EXCESS EQUIPMENT AND GARBAGE TO BE REMOVE FROM EQUIPMENT AREA. DISPOSE OF MATERIALS PROPERLY OFF SITE.
4. T-MOBILE CM APPROVAL REQUIRED BEFORE INSTALLING CABINETS

NOTES:

TMO INSPECTS SITES IN PERSON BI-ANUALLY AND REMOTELY 24/7.

NOTES:

THE PROPOSED CABLES SHALL BE ROUTED ALONG THE EXISTING CABLE LADDERS TOWARDS THE LOCATION OF THE PROPOSED CABINETS.

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK · ROBERT E. BEACH · 090088 · LICENSED PROFESSIONAL ENGINEER

11/14/2025

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REVISIONS:

DESCRIPTION	DATE	BY	CH	REV
Replacement	03/20/24			1
Zoning Addition	05/22/25			2
Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

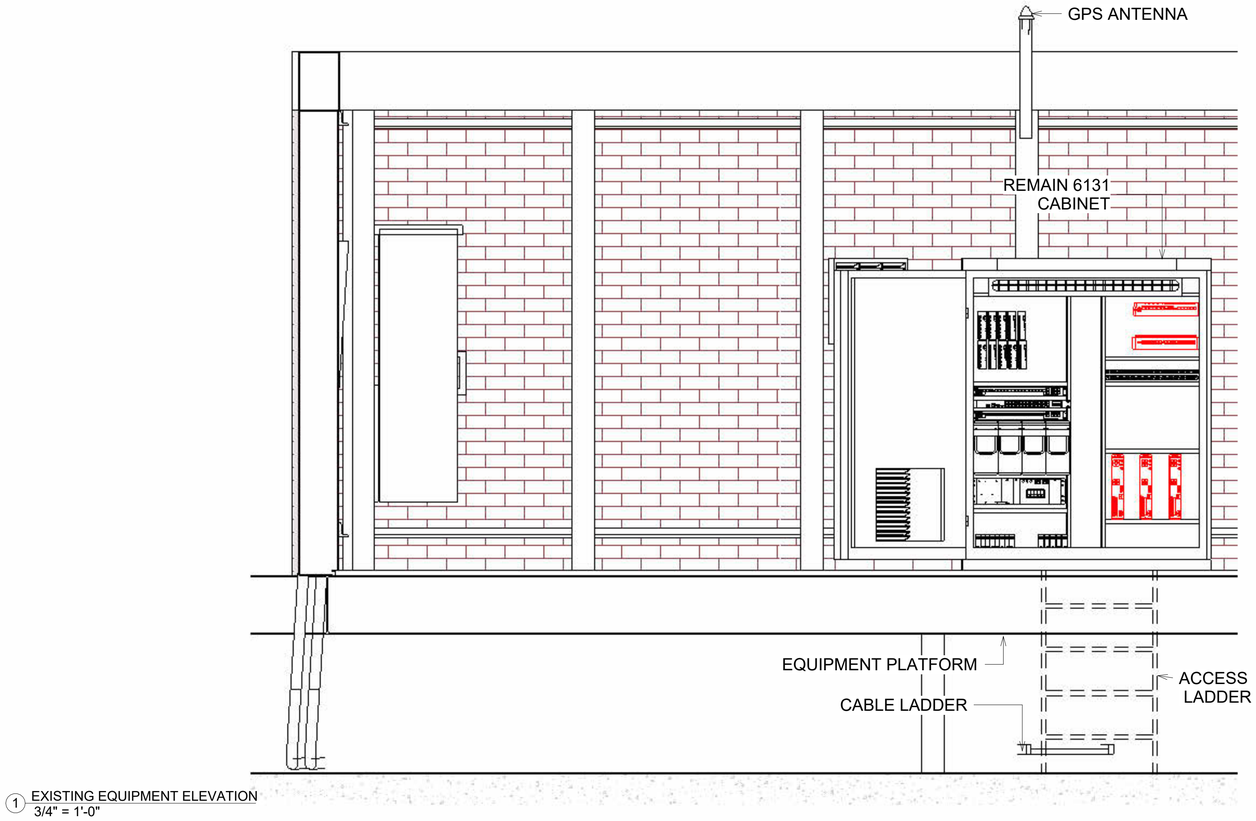
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

PROPOSED & EXISTING EQUIPMENT

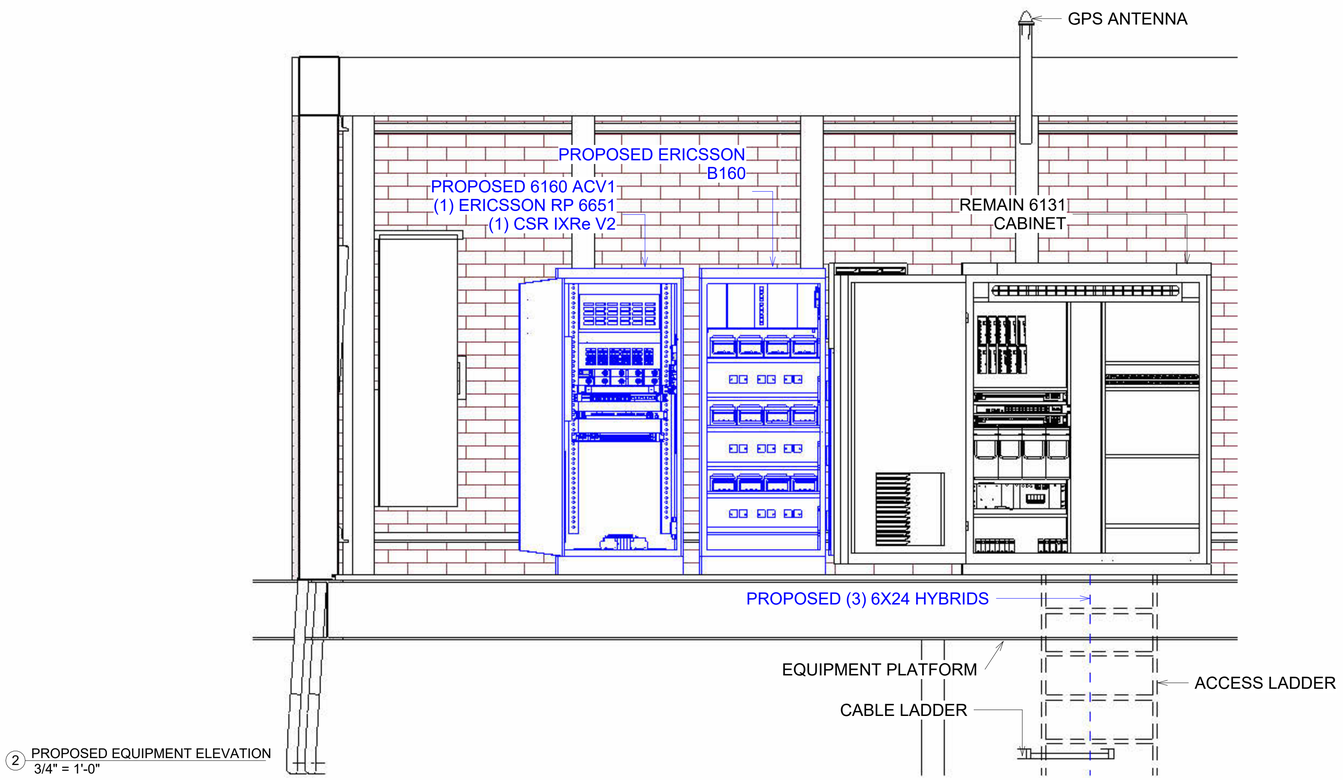
SHEET NUMBER:

A-06



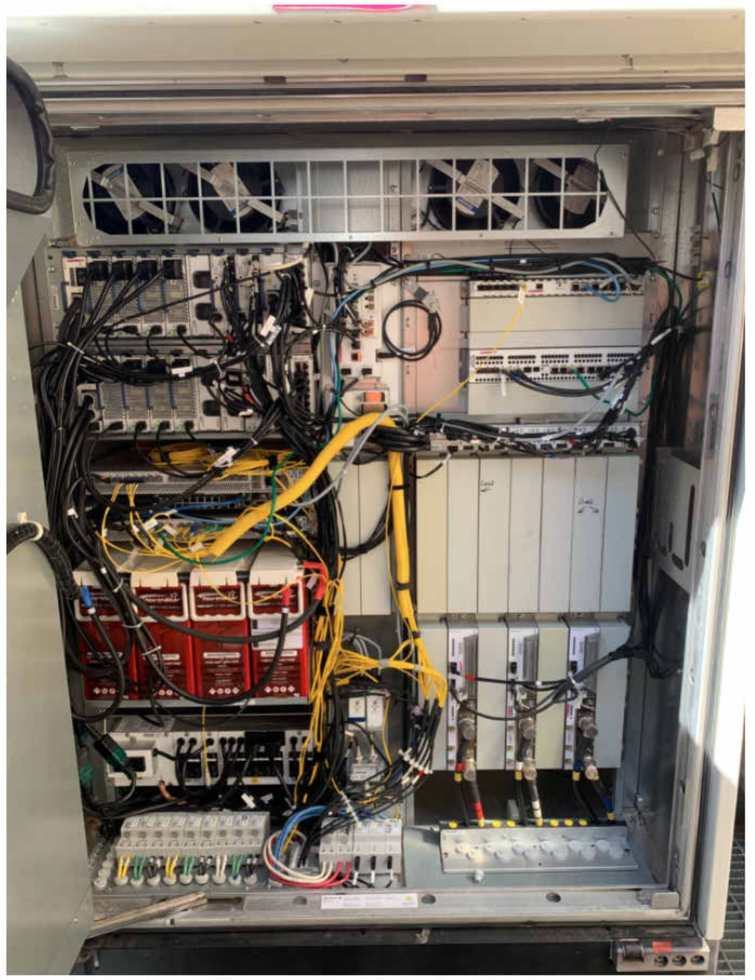
1 EXISTING EQUIPMENT ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"



2 PROPOSED EQUIPMENT ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"



ENCLOSURE DETAIL

NOTES:

TMO INSPECTS SITES IN PERSON BI-ANUALLY AND REMOTELY 24/7.

NOTES:

THE PROPOSED CABLES SHALL BE ROUTED ALONG THE EXISTING CABLE LADDERS TOWARDS THE LOCATION OF THE PROPOSED CABINETS.

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
ROBERT A. BEACH
090058
LICENSED PROFESSIONAL ENGINEER

11/14/2025

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SITE NUMBER:

NY10253B

SITE ADDRESS:

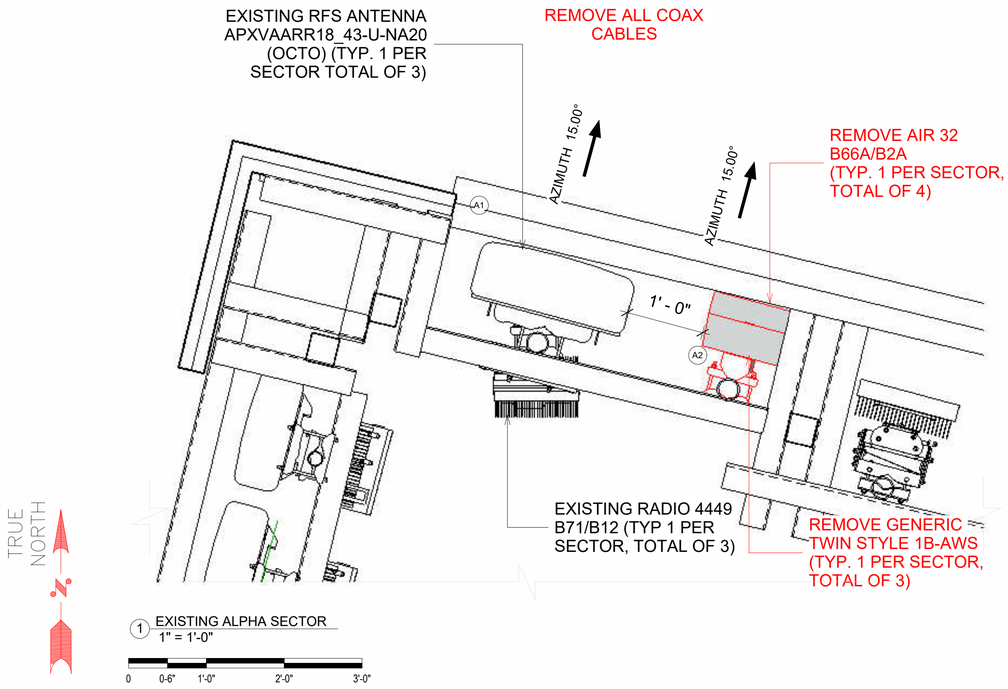
17 MAPLE AVENUE
WARWICK, NY 10990

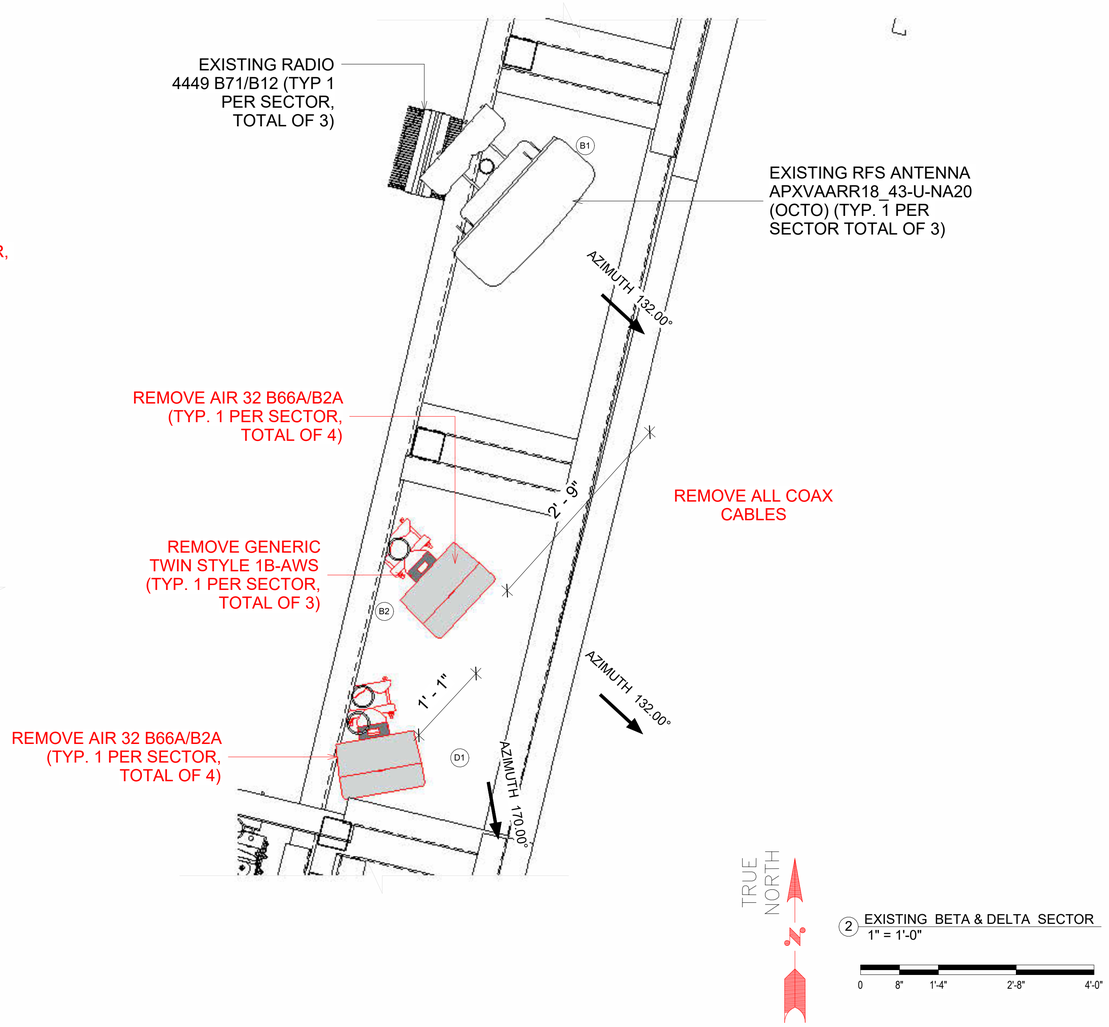
SHEET DESCRIPTION:

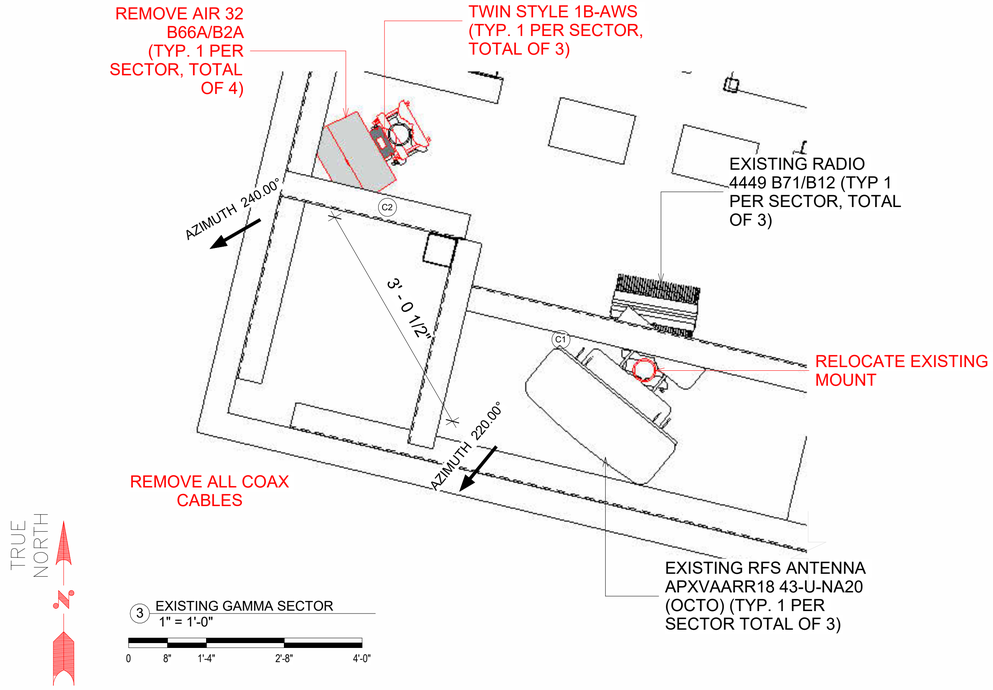
ELEVATION DETAILS

SHEET NUMBER:

A-07







ALPHA SECTOR

BETA & DELTA SECTOR

GAMMA SECTOR

NOTES:

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T-Mobile

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OEM & PLANS PREPARED BY:

ERICSSON

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PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK ROBERT S. BEACOM 090058 LICENSED PROFESSIONAL ENGINEER

11/14/2025

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NY10253B

SITE ADDRESS:

17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

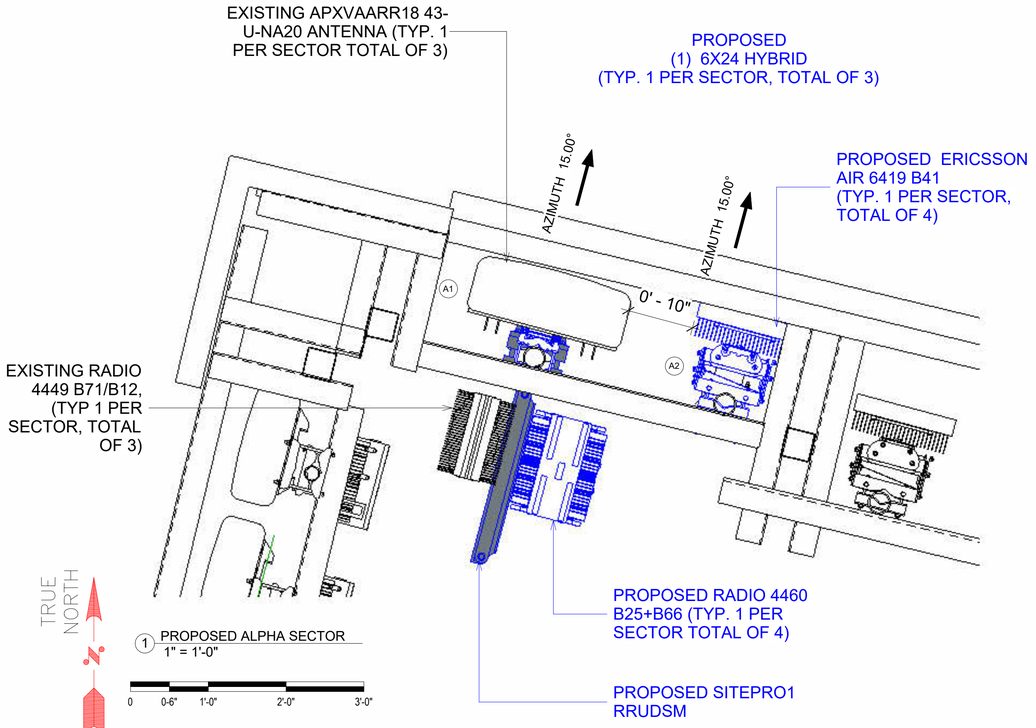
EXISTING TMO ANTENNAS LEVEL

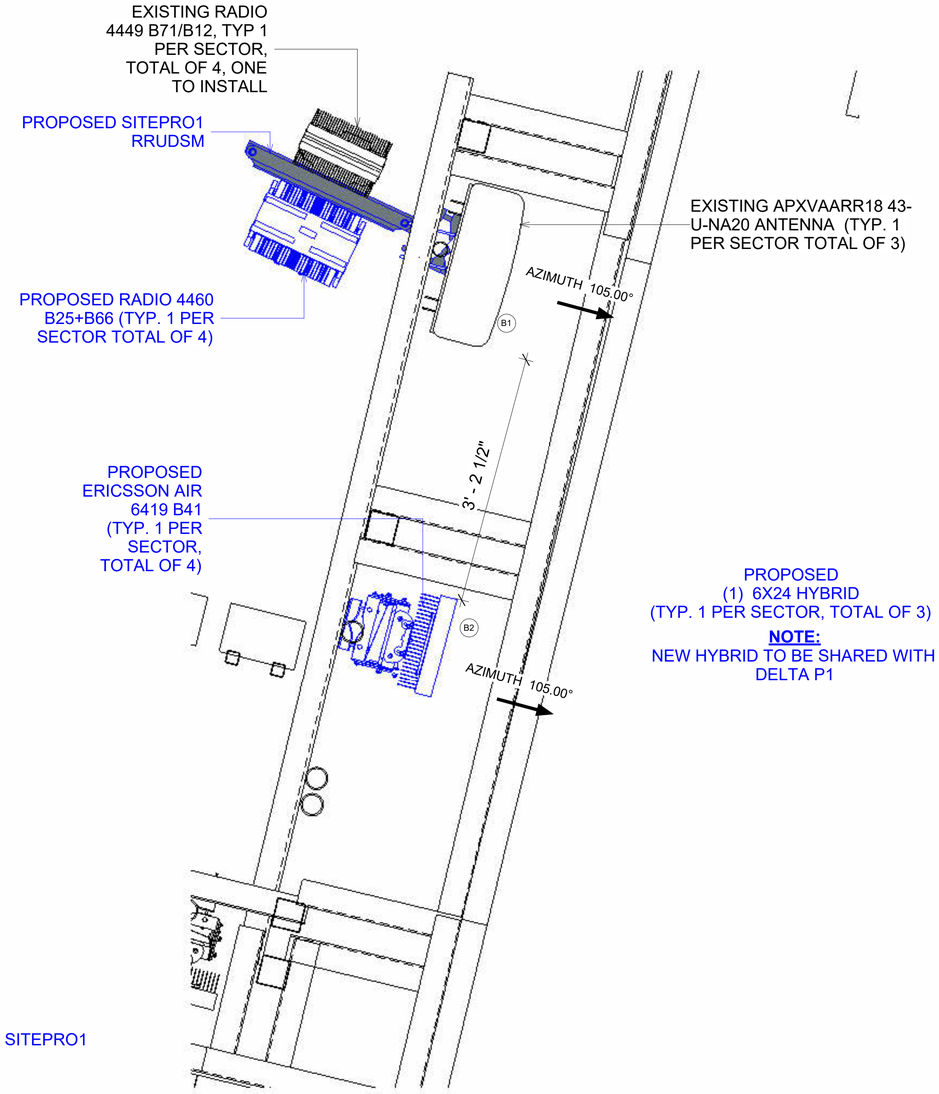
SHEET NUMBER:

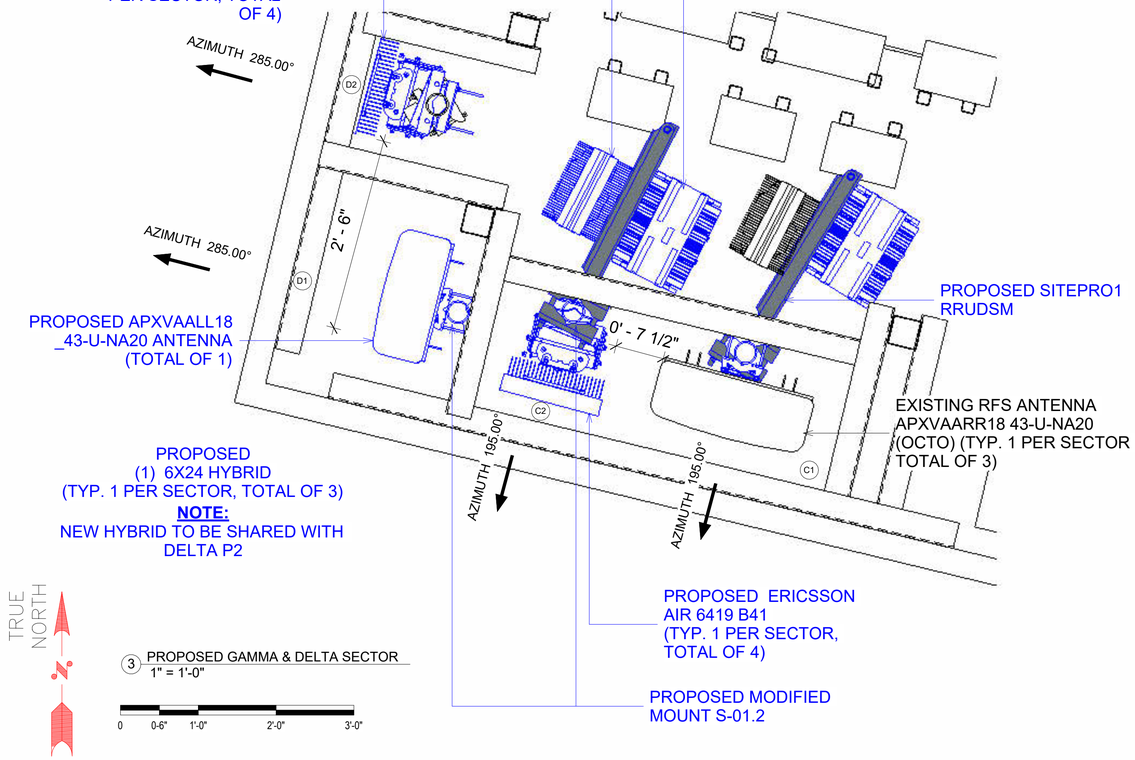
A-08

NOTES:

THE PROPOSED CABLES SHALL BE ROUTED ALONG THE EXISTING CABLE LADDERS TOWARDS THE LOCATION OF THE PROPOSED CABINETS.







NOTES:

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PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK · ROBERT A. BECKER · 090058 · LICENSED PROFESSIONAL ENGINEER

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NY10253B

SITE ADDRESS:

17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

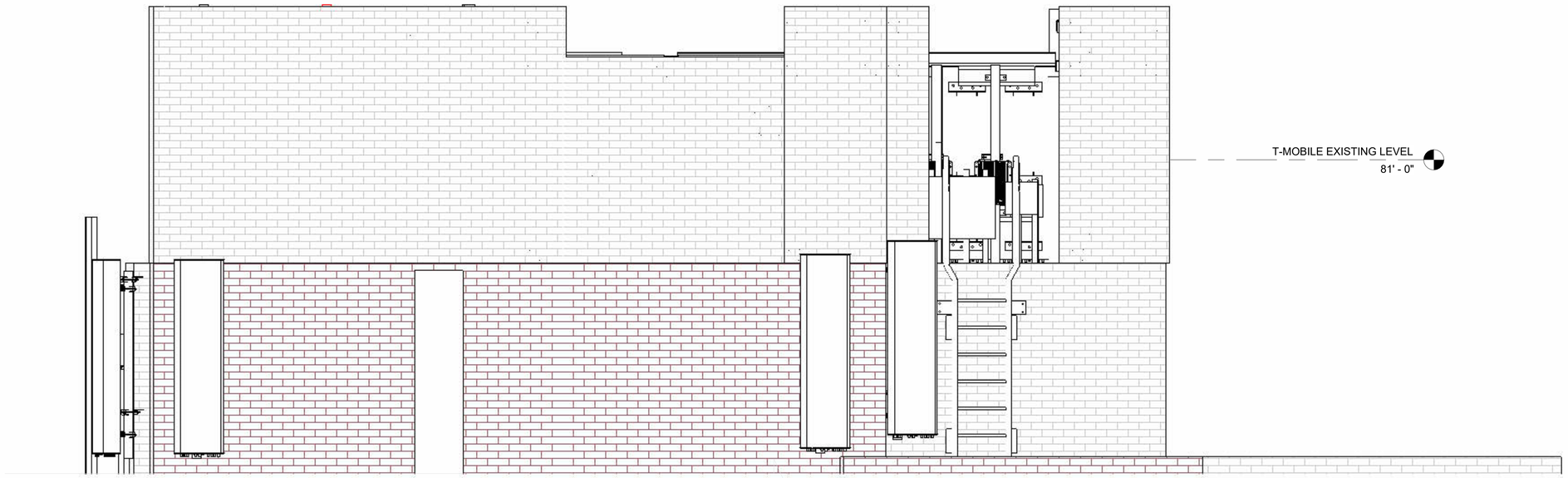
PROPOSED TMO ANTENNAS LEVEL

SHEET NUMBER:

A-09

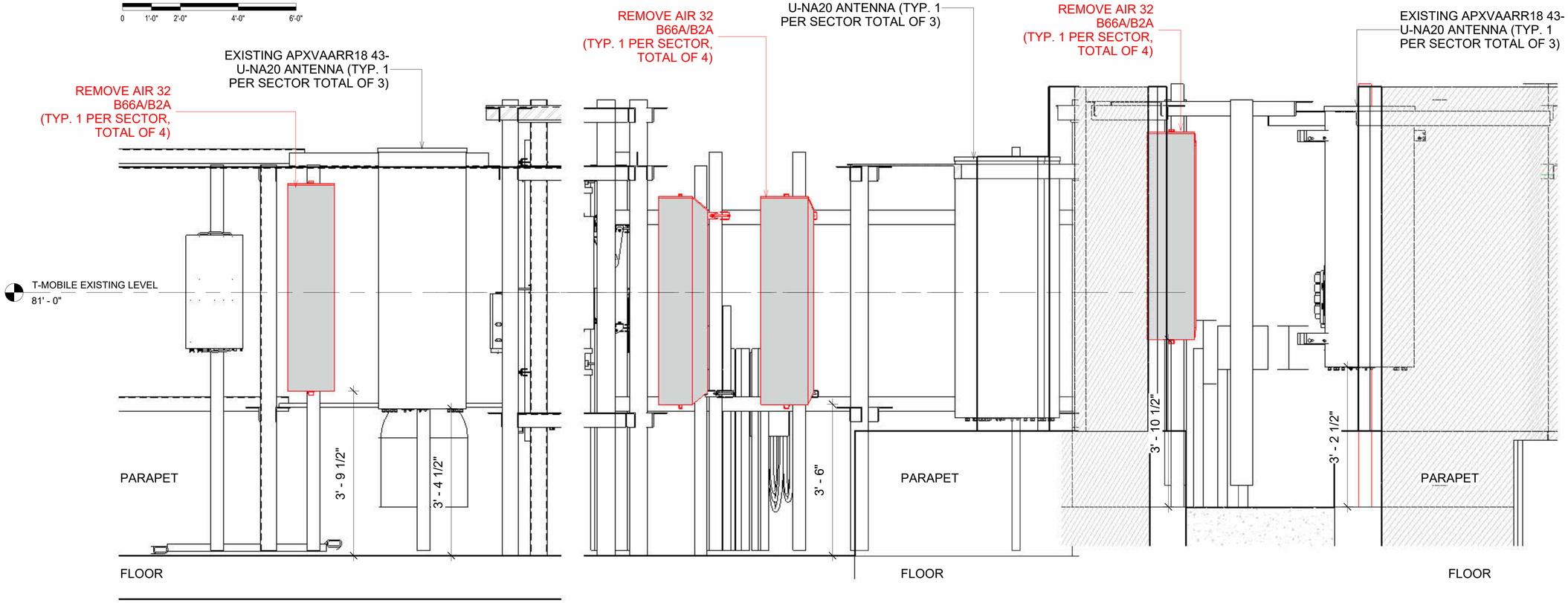
NOTES:

TMO INSPECTS SITES IN PERSON BI-ANUALLY AND REMOTELY 24/7.



1 EXISTING BUILDING ELEVATION
1/2" = 1'-0"

0 1'-0" 2'-0" 4'-0" 6'-0"



2 EXISTING ALPHA SECTOR ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"

3 EXISTING BETA & DELTA SECTOR ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"

4 EXISTING GAMMA SECTOR ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"

PLANS PREPARED FOR:

T-Mobile

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OEM & PLANS PREPARED BY:

ERICSSON

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PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

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ROBERT A. BEACH
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SITE NUMBER:

NY10253B

SITE ADDRESS:

17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

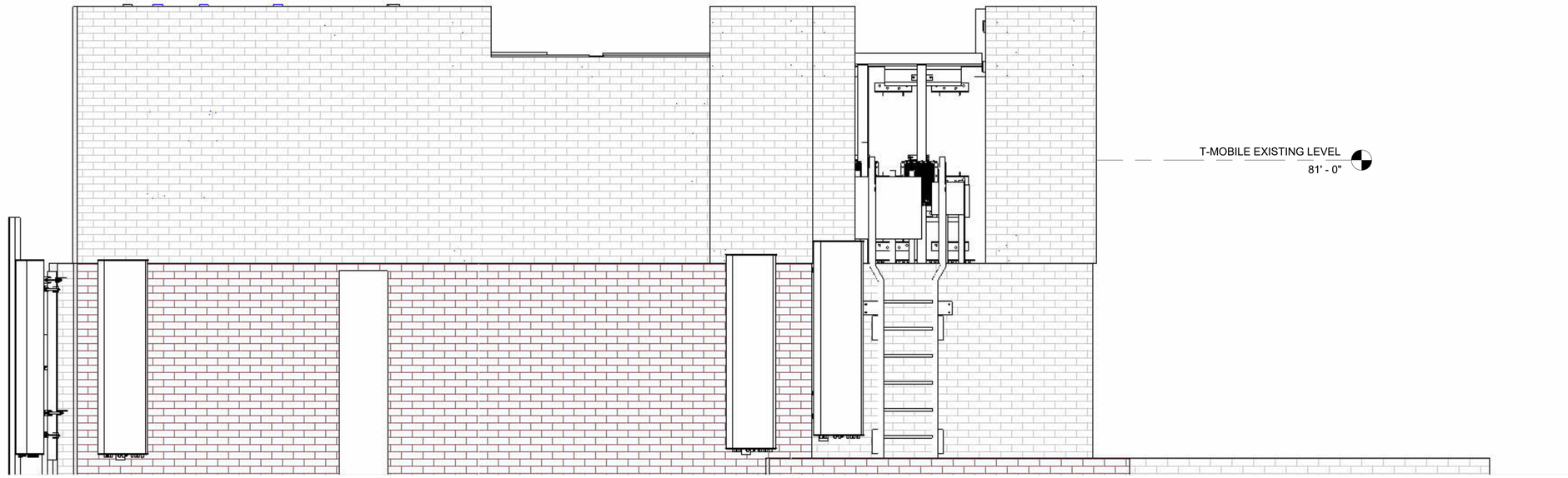
EXISTING ELEVATIONS

SHEET NUMBER:

A-10

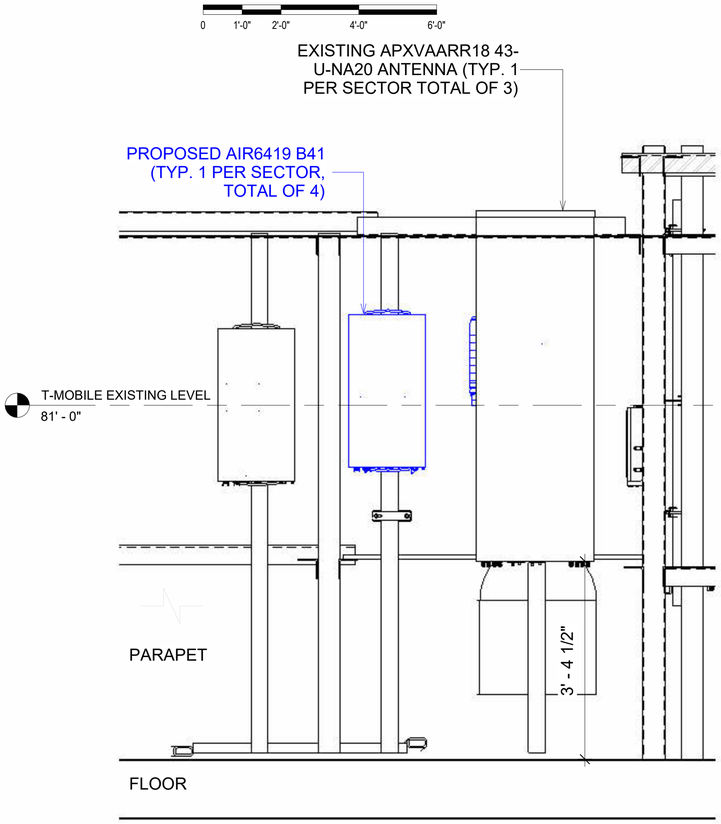
NOTES:

TMO INSPECTS SITES IN PERSON BI-ANUALLY AND REMOTELY 24/7.



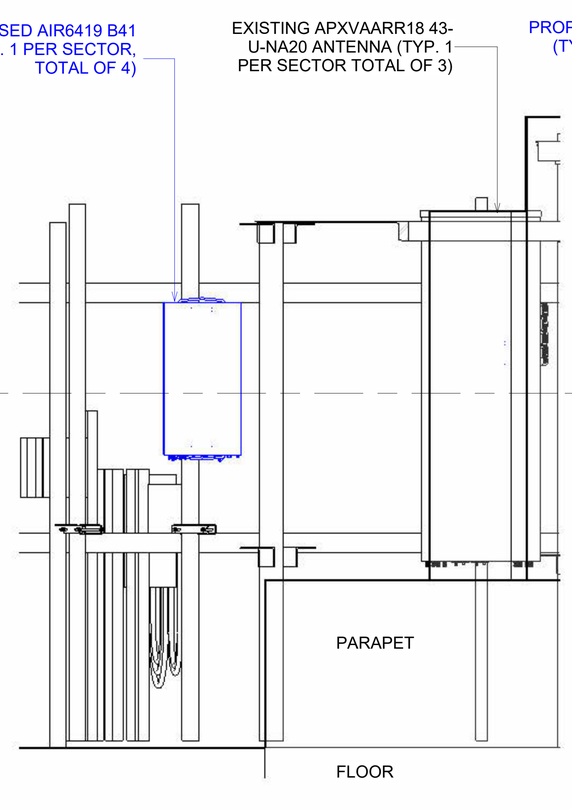
1 PROPOSED BUILDING ELEVATION
1/2" = 1'-0"

0 1'-0" 2'-0" 4'-0" 6'-0"



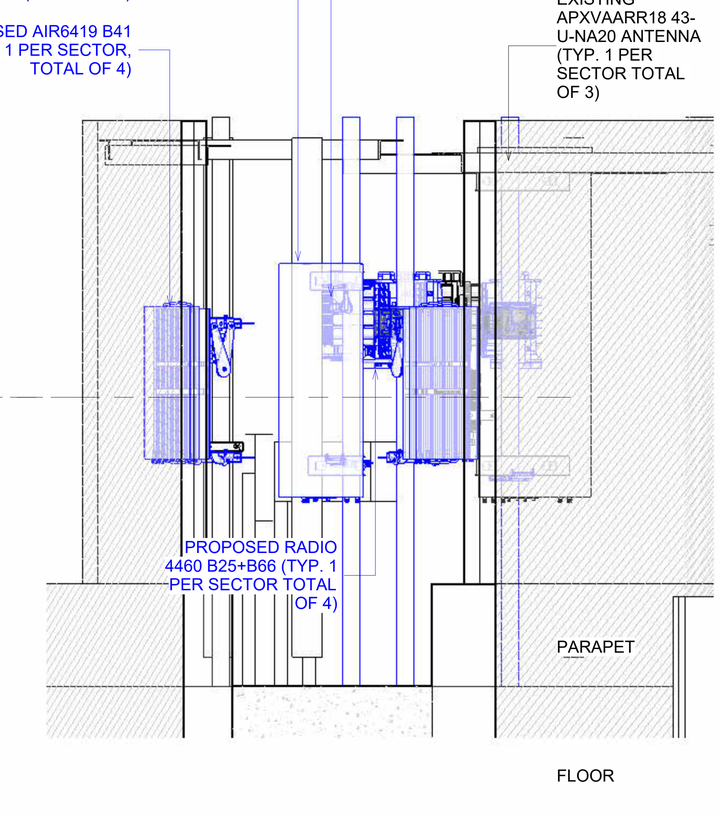
2 PROPOSED ALPHA SECTOR ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"



3 PROPOSED BETA SECTOR ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"



4 PROPOSED GAMMA & DELTA SECTOR ELEVATION
3/4" = 1'-0"

0 8" 1'-4" 2'-8" 4'-0"

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
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Replacement	03/20/24			1
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Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

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NY10253B

SITE ADDRESS:

17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

PROPOSED ELEVATIONS

SHEET NUMBER:

A-11

EXISTING EQUIPMENT SCHEDULE

POSITION	ANTENNA TECH.	ANTENNA MANUFACTURER MODEL	AZIMUTH	RAD CENTER	RADIO QTY.	RADIO MODEL	RADIO LOCATION	CABLES QTY.	CABLES TYPE	CABLES SIZE	CABLES LENGTH
1											
A1	L700/ L600/N600	APXVAARR18 43-U-NA20	15	81	1	RADIO 4449 B71/B12	AT ANTENNA	1 (SHARED)	6X12 HCS	6X12	50M
A2	L2100/L1900	AIR 32 B66/B2A	15	81	-	INTEGRATED RADIO	-	(SHARED)	6X12 HCS	6X12	50M
2											
B1	L700/ L600/N600	APXVAARR18 43-U-NA20	132	81	1	RADIO 4449 B71/B12	AT ANTENNA	1 (SHARED)	6X12 HCS	6X12	40M
B2	L2100/L1900	AIR 32 B66/B2A	132	81	-	INTEGRATED RADIO	-	(SHARED)	6X12 HCS	6X12	40M
3											
C1	L700/ L600/N600	APXVAARR18 43-U-NA20	220	81	1	RADIO 4449 B71/B12	AT ANTENNA	1 (SHARED)	6X12 HCS	6X12	50M
C2	L2100/L1900	AIR 32 B66/B2A	240	81	-	INTEGRATED RADIO	-	(SHARED)	6X12 HCS	6X12	50M
4											
D1	L2100/L1900	AIR 32 B66/B2A	170	81	-	INTEGRATED RADIO	-	1 (SHARED)	6X12 HCS	6X12	40M

PROPOSED EQUIPMENT SCHEDULE

POSITION	ANTENNA TECH.	ANTENNA MANUFACTURER MODEL	AZIMUTH	RAD CENTER	RADIO QTY.	RADIO MODEL	RADIO LOCATION	CABLES QTY.	CABLES TYPE	CABLE S SIZE	CABLES LENGTH
1											
A1	L700/ L600/N600	APXVAARR18 43-U-NA20	15	81	2	(1) 4449 B71+B85 (1) 4460 B25+B66	AT ANTENNA	1 (SHARED)	6X12 HCS	6X12	50M
A2	N2500	AIR 6419 B41	15	81	-	INTEGRATED RADIO	-	(SHARED)	HYBRID TRUNK 6X24 4AWG / 6X12 HCS	6X24 & 6X12	50M
2											
B1	L700/ L600/N600	APXVAARR18 43-U-NA20	105	81	2	(1) 4449 B71+B85 (1) 4460 B25+B66	AT ANTENNA	1 (SHARED)	6X12 HCS	6X12	40M
B2	N2500	AIR 6419 B41	105	81	-	INTEGRATED RADIO	-	(SHARED)	HYBRID TRUNK 6X24 4AWG / 6X12 HCS	6X24 & 6X12	40M
3											
C1	L700/ L600/N600	APXVAARR18 43-U-NA20	195	81	2	(1) 4449 B71+B85 (1) 4460 B25+B66	AT ANTENNA	1 (SHARED)	HYBRID TRUNK 6X24 4AWG / 6X12 HCS	6X24 & 6X12	40M
C2	N2500	AIR 6419 B41	195	81	-	INTEGRATED RADIO	-	(SHARED)	HYBRID TRUNK 6X24 4AWG / 6X12 HCS	6X24 & 6X12	40M
4											
D1	L700/N600/L600/L1900/N1900/L2100	APXVAALL18_43-U-NA20	285	81	2	(1) 4449 B71+B85 (1) 4460 B25+B66	AT ANTENNA	1 (SHARED)	HYBRID TRUNK 6X24 4AWG / 6X12 HCS	6X24 & 6X12	50M
D2	N2500	AIR 6419 B41	285	81	-	INTEGRATED RADIO	-	(SHARED)	HYBRID TRUNK 6X24 4AWG / 6X12 HCS	6X24 & 6X12	50M

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
ROBERT E. BEACH JR.
090058
LICENSED PROFESSIONAL ENGINEER

11/14/2025

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SITE NUMBER:

NY10253B

SITE ADDRESS:

17 MAPLE AVENUE
WARWICK, NY 10990

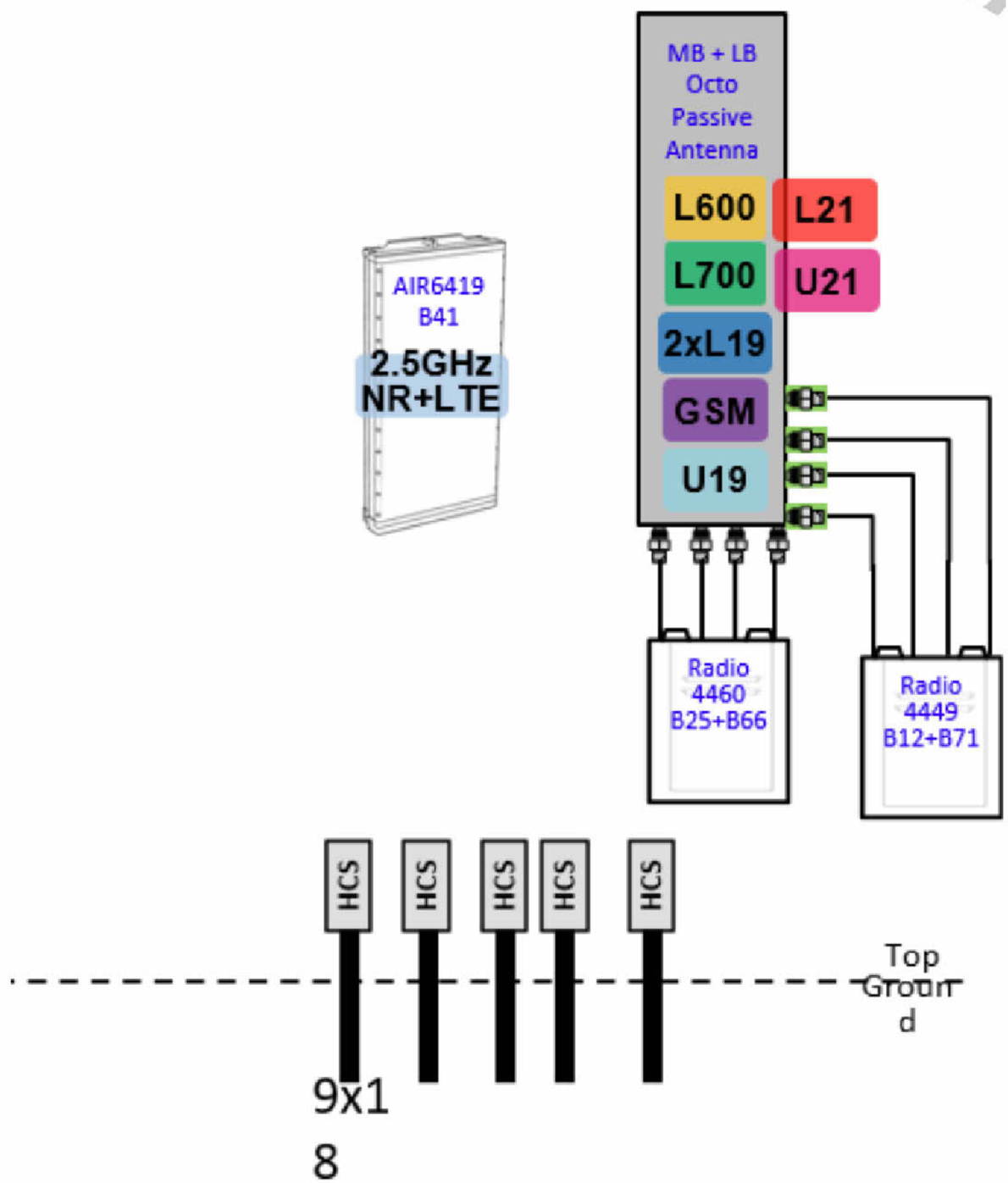
SHEET DESCRIPTION:

RFDS SCHEDULE

SHEET NUMBER:

A-12

Final Config: 4Sec-67D5D998E



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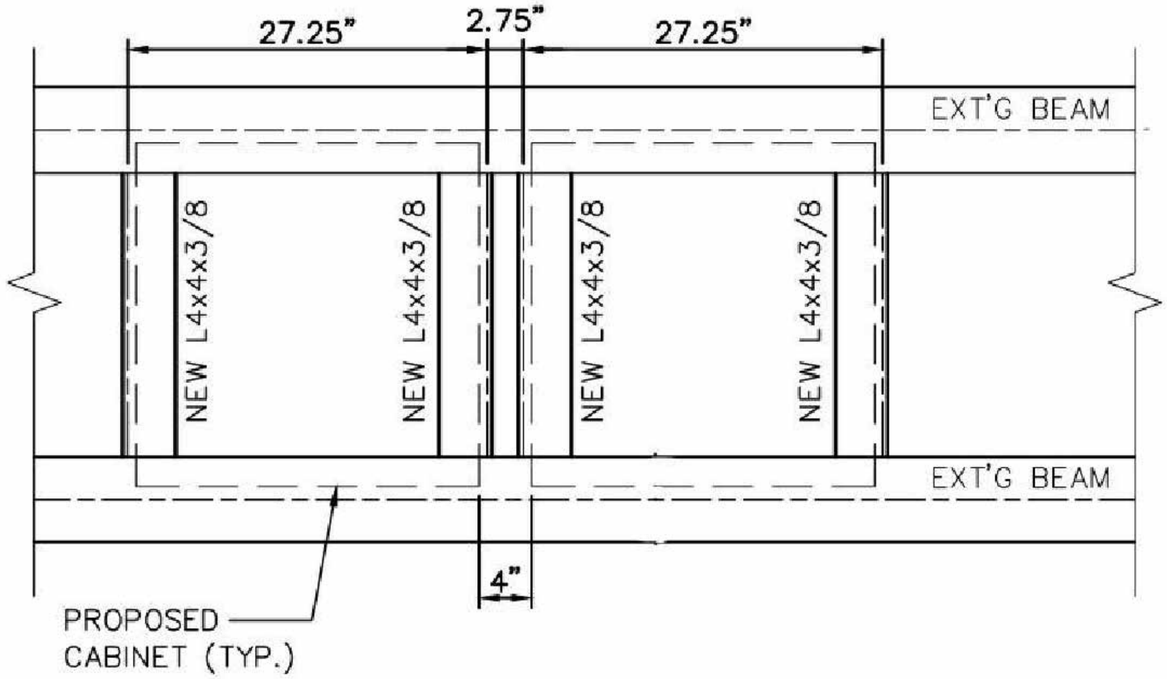
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

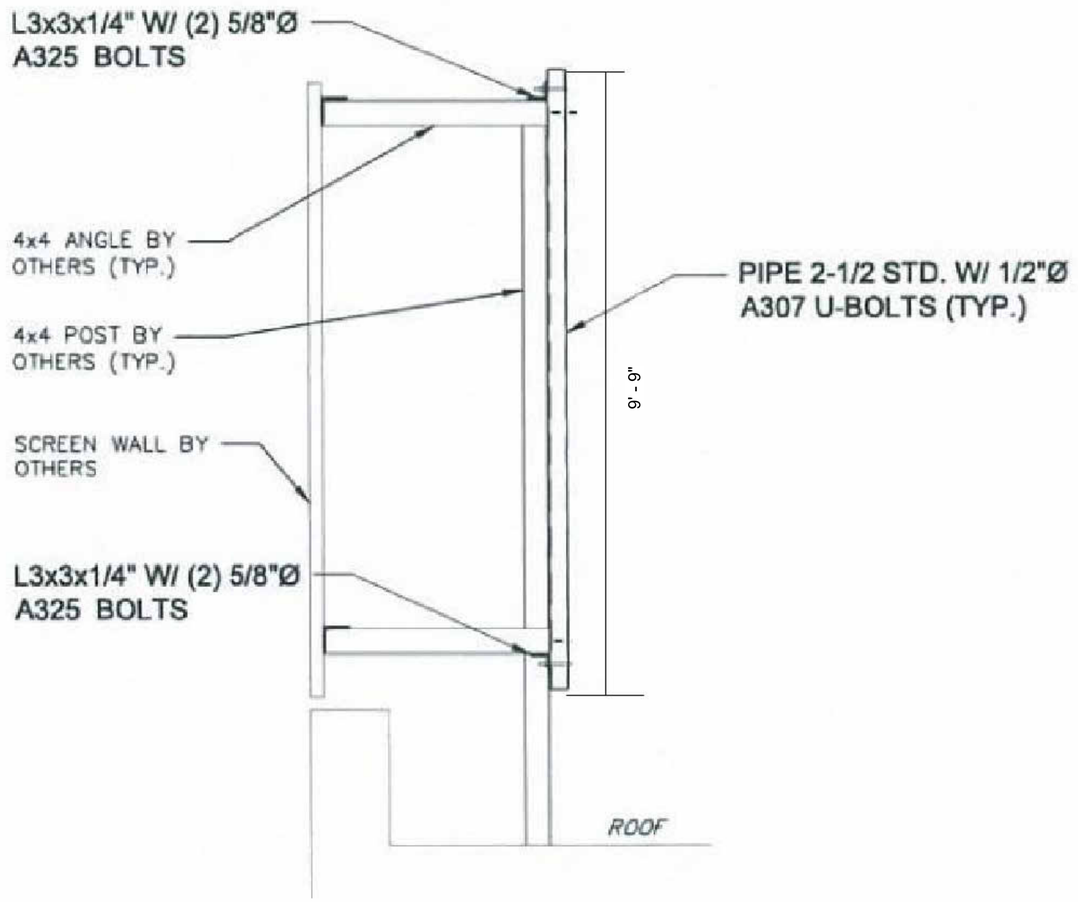
PLUMBING DIAGRAM

SHEET NUMBER:

A-13



S-01.1 L ANGLES
N.T.S



S-01.2 PIPES
N.T.S

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T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

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NY10253B

SITE ADDRESS:

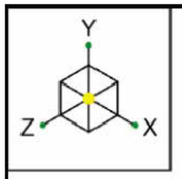
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

STRUCTURAL DETAILS

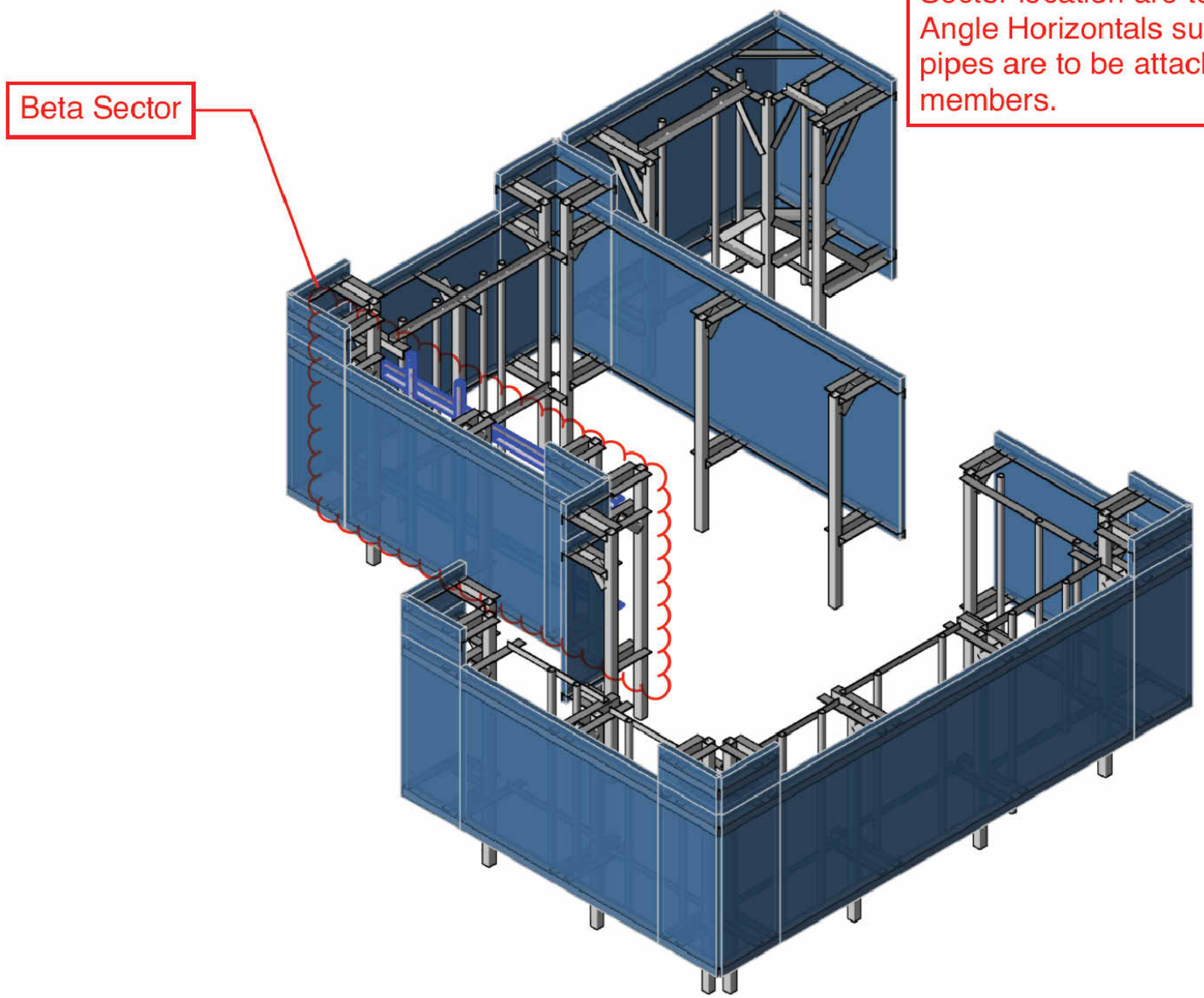
SHEET NUMBER:

S-01



Scope of Work

1). The threaded rod standoff located at the Beta Sector location are to be removed and the existing Angle Horizontals supporting antenna mounting pipes are to be attached flush with the FRP HSS members.



SGS	SGS Towers	NY10253B (St. Anthony Community Hospital)	REC-1
	TJW		Mar 11, 2024 at 11:34 AM
	2403524	Recommendations	2403524 - NY10253B - Concealment She…

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T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
ROBERT J. BEACOM
090058
LICENSED PROFESSIONAL ENGINEER

11/14/2025

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REVISIONS:

DESCRIPTION	DATE	BY	CH	REV
Replacement	03/20/24			1
Zoning Addition	05/22/25			2
Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

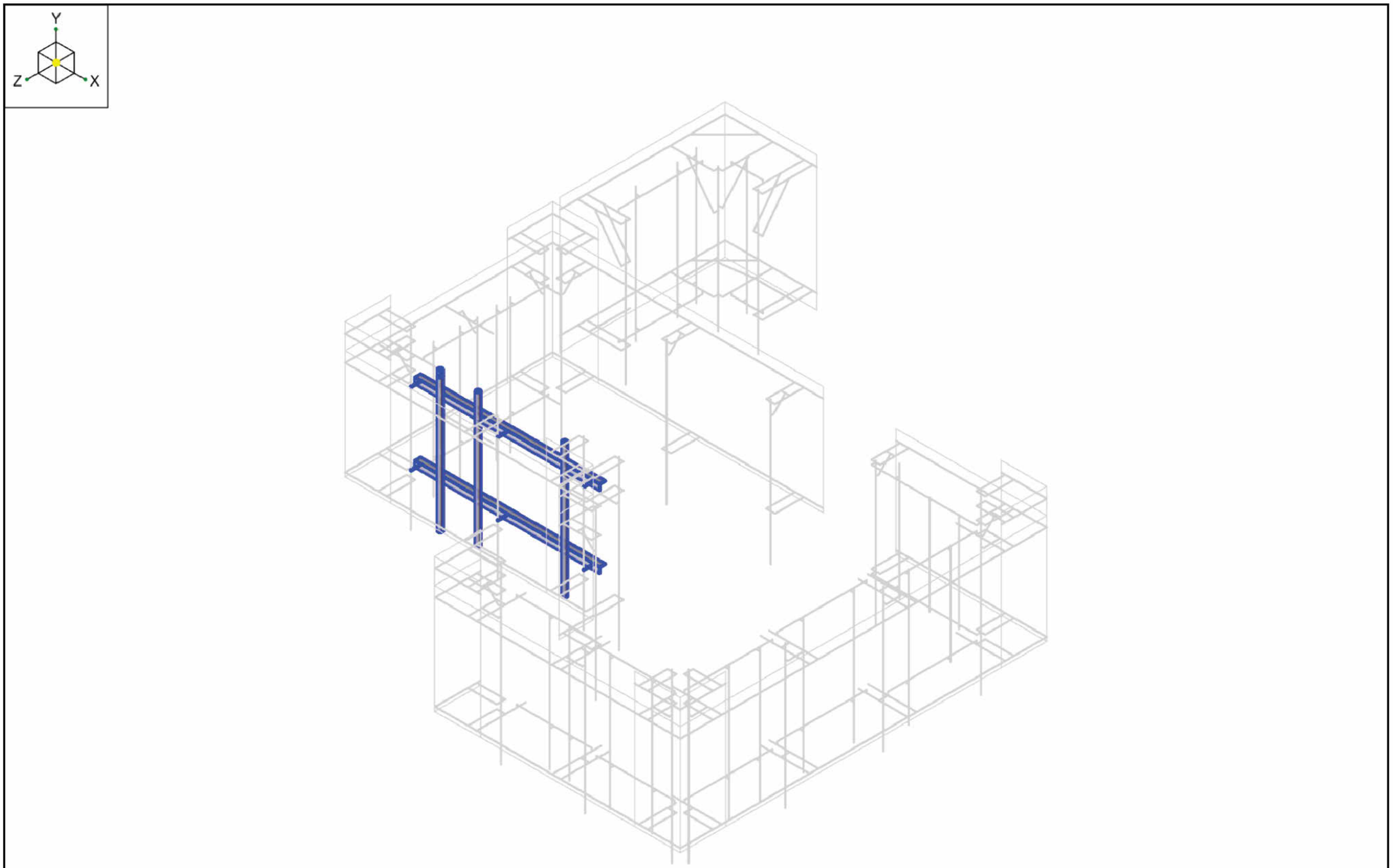
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

STRUCTURAL DETAILS

SHEET NUMBER:

S-02



SGS	SGS Towers	NY10253B (St. Anthony Community Hospital)	REC-2
	TJW		Mar 11, 2024 at 11:35 AM
	2403524	Recommendations	2403524 - NY10253B - Concealment She…

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

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SITE NUMBER:

NY10253B

SITE ADDRESS:

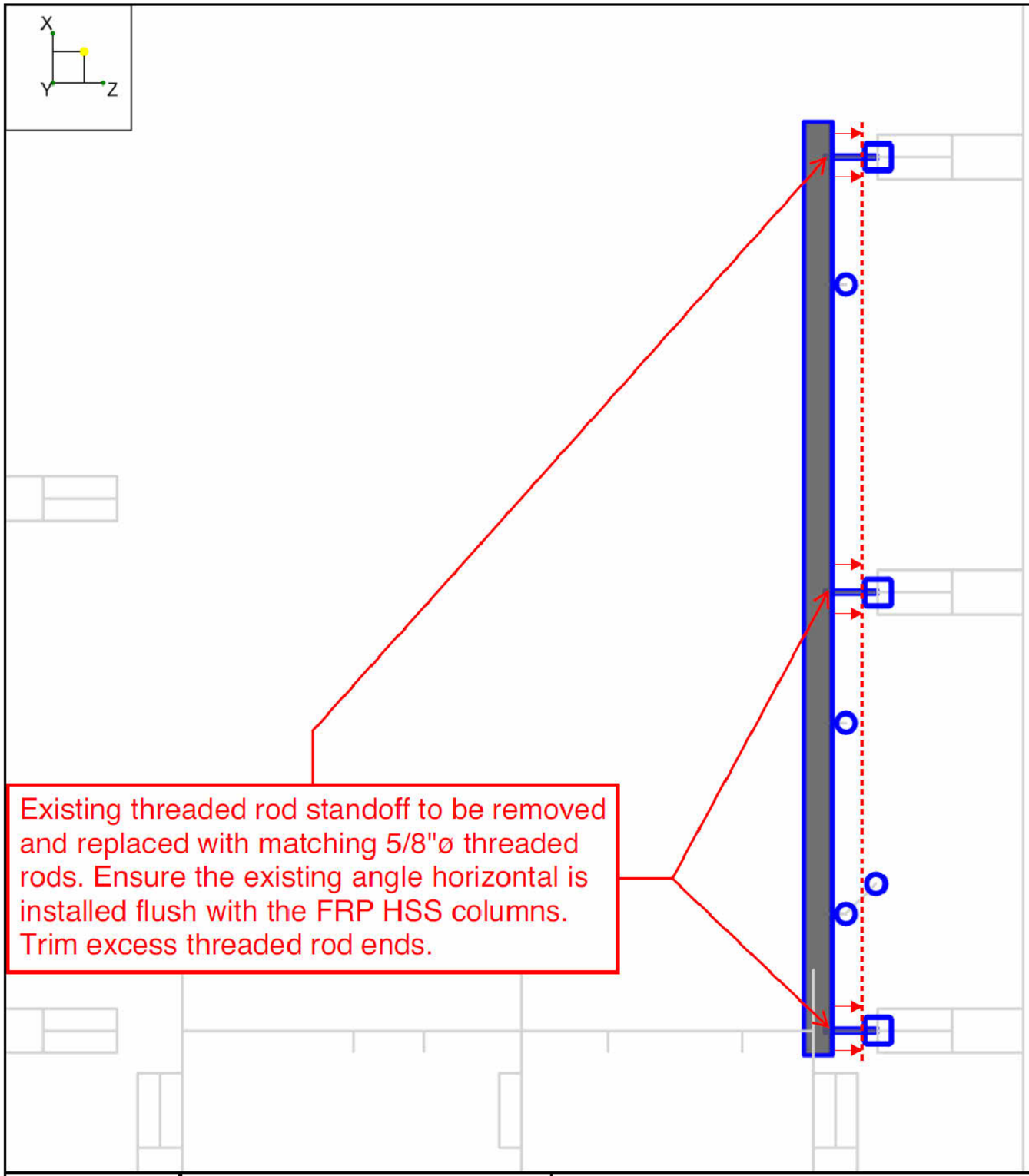
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

STRUCTURAL DETAILS

SHEET NUMBER:

S-03



SGS	SGS Towers	NY10253B (St. Anthony Community Hospital)	REC-3
	TJW		Mar 11, 2024 at 11:36 AM
	2403524	Recommendations	2403524 - NY10253B - Concealment She…

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

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SITE NUMBER:

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17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

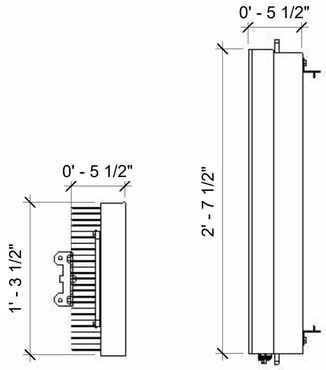
STRUCTURAL DETAILS

SHEET NUMBER:

S-04

AIR6419 B41-ERICSSON

DIMENSIONS:	34.5" x 19.9" x 8" (H x W x D)
WEIGHT:	65. LBS
MOUNTING HARDWARE P/N:	TBD
RATED WIND VELOCITY:	TBD

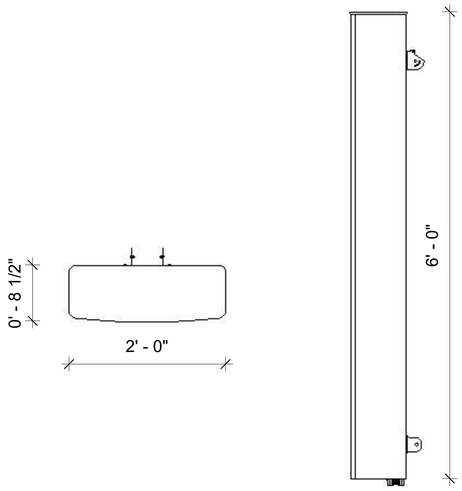


AIR 6419 ERICSSON
1 1/2" = 1'-0"

0 0-4" 0'-8" 1'-4" 2'-0"

RFS- APXVAALL18_43-U-NA20

DIMENSIONS:	72" x 24" x 8.5" (H x W x D)
WEIGHT:	93 LBS
MOUNTING HARDWARE P/N:	APM40-5E
RATED WIND VELOCITY:	150 MPH

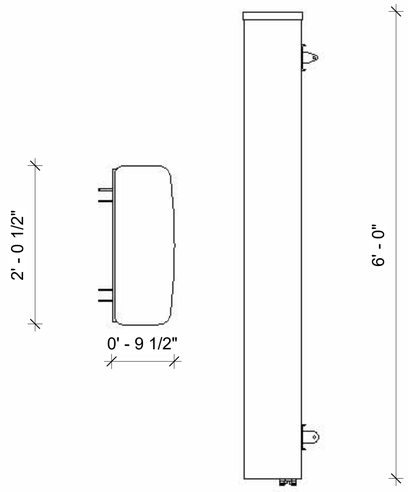


RFS- APXVAALL18_43-U-NA20
1" = 1'-0"

0 0-4" 0'-8" 1'-4" 2'-0"

RFS-APXVAARR18 43-U-NA20

DIMENSIONS:	72" x 24.5" x 9.5" (H x W x D)
WEIGHT:	93.19 LBS
MOUNTING HARDWARE P/N:	TBD
RATED WIND VELOCITY:	TBD

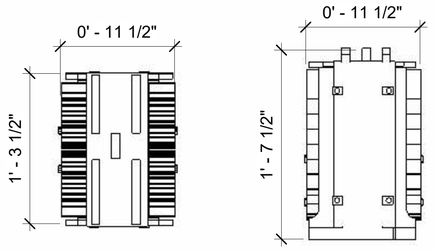


FFVV-65A-R2-V1
1" = 1'-0"

0 0-4" 0'-8" 1'-4" 2'-0"

RADIO 4460-ERICSSON

DIMENSIONS:	19.7" x 15.78" x 12.2" (H x W x D)
WEIGHT:	109.12 LBS

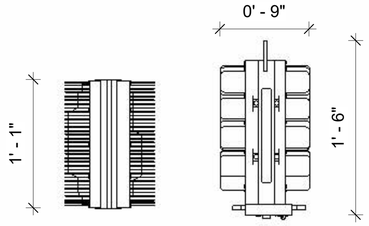


RADIO 4460
1 1/2" = 1'-0"

0 0-4" 0'-8" 1'-4" 2'-0"

RADIO 4449-ERICSSON

DIMENSIONS:	17.9" x 13.1" x 10.6" (H x W x D)
WEIGHT:	73.19 LBS



RADIO 4480
1 1/2" = 1'-0"

0 0-4" 0'-8" 1'-4" 2'-0"

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
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OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
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090058
LICENSED PROFESSIONAL ENGINEER

11/14/2025

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SITE ADDRESS:

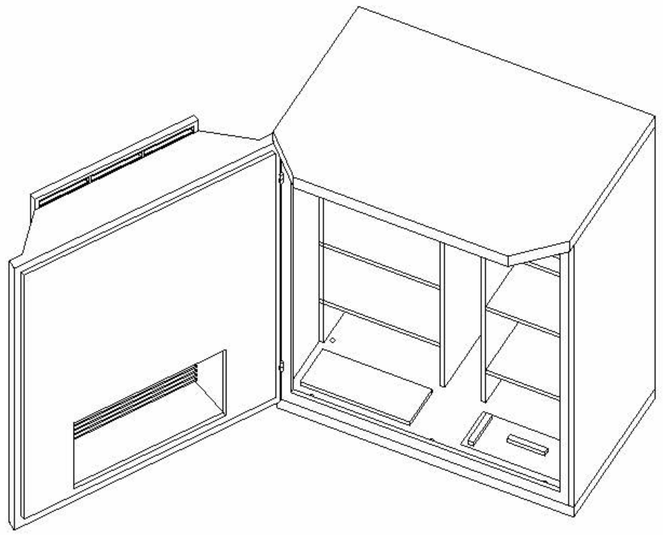
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

EQUIPMENT DETAILS

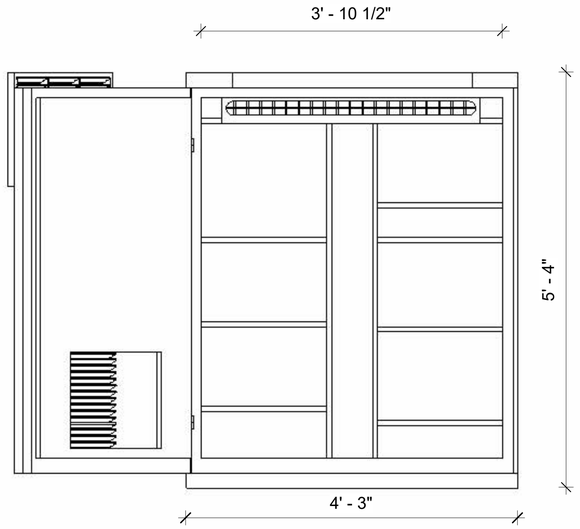
SHEET NUMBER:

E-01

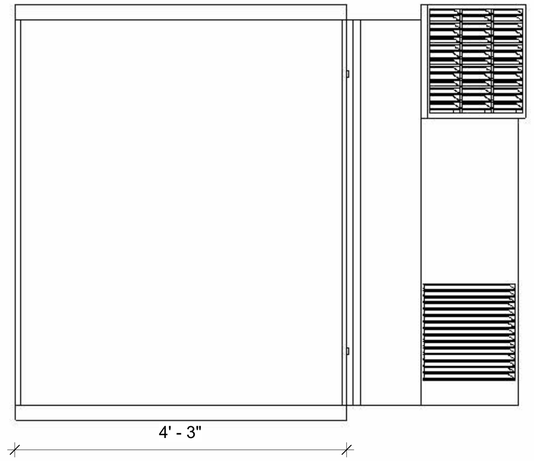


RBS 6131 ERICSSON OVERVIEW

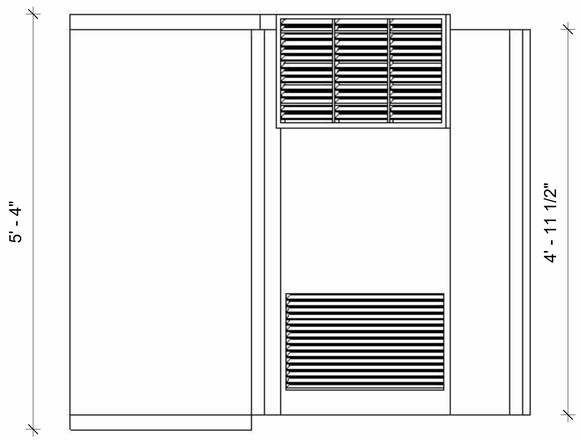
MANUFACTURER:	ERICSSON
MODEL:	RBS 6131 CABINET
DIMENSIONS:	64" x 51" x 36.5" (H x W x D)
WEIGHT:	692 LBS



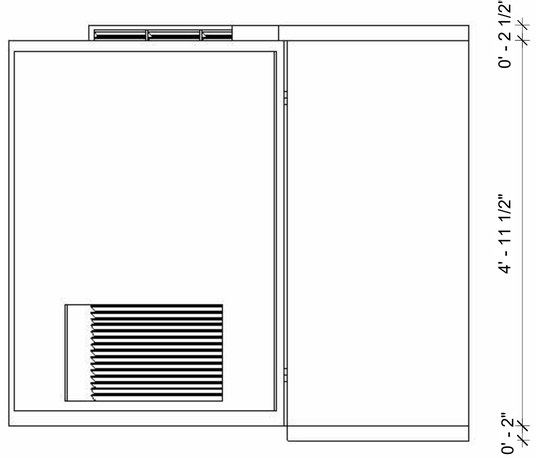
FRONT VIEW



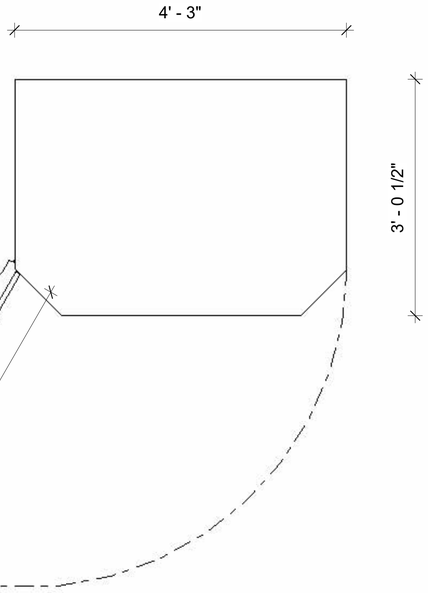
REAR VIEW



LEFT VIEW



RIGHT VIEW



PLAN VIEW

ERICSSON RBS 6131 CABINET
1" = 1'-0"

0 0-6" 1'-0" 2'-0" 3'-0"

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

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ROBERT J. BEACH
090058
LICENSED PROFESSIONAL ENGINEER

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SITE NUMBER:

NY10253B

SITE ADDRESS:

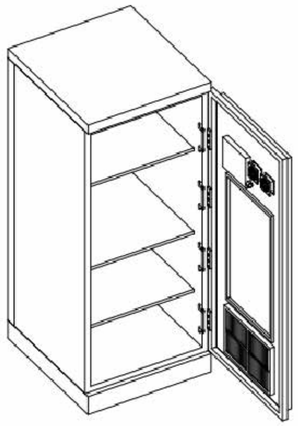
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

EQUIPMENT DETAILS

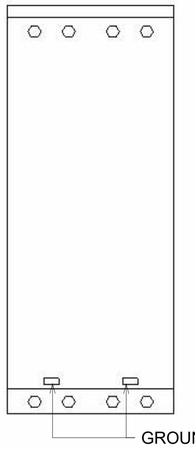
SHEET NUMBER:

E-02

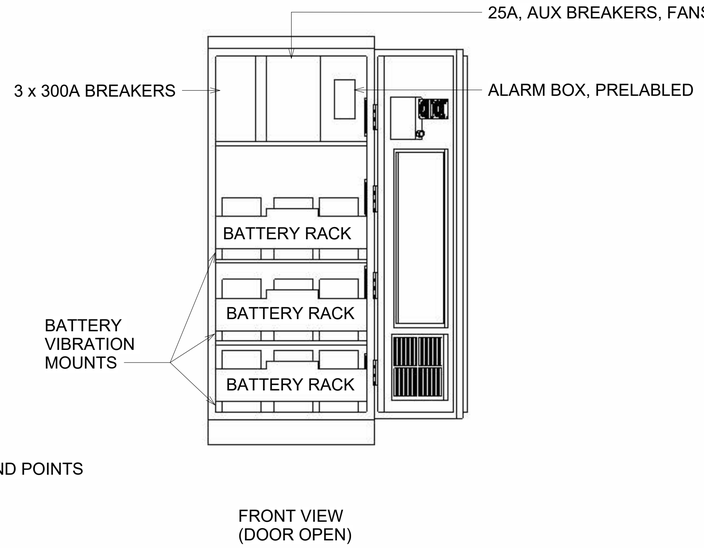


ENCLOSURE B160 OVERVIEW

MANUFACTURER:	ERICSSON
MODEL:	B160 BATTERY CABINET
DIMENSIONS:	63" x 25.6" x 29.5" (H x W x D)
WEIGHT:	295 LBS (WITHOUT BATTERIES)



REAR VIEW



FRONT VIEW (DOOR OPEN)

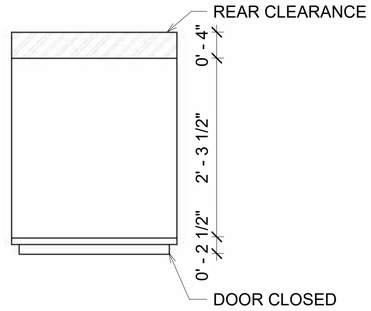
GROUNDING NOTE:

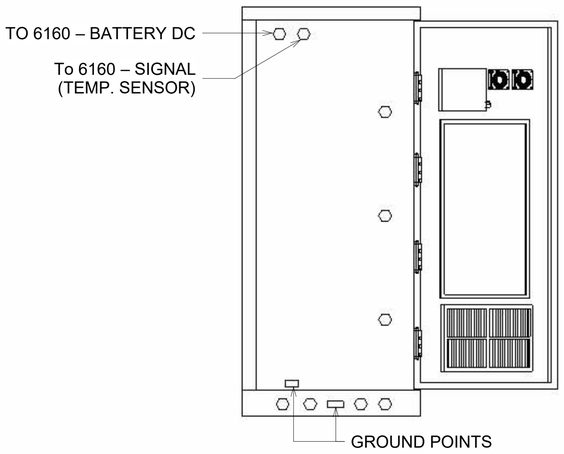
"CABINET GROUNDING TO USE A SINGLE #2 BTCW CONDUCTOR, W/ 2-HOLE 1" C-C. LONG BARREL, WINDOW LUG, IN 3/4" LFNC TO GROUND RING, PLINTH GROUNDING IS NOT REQUIRED."

NOTE:

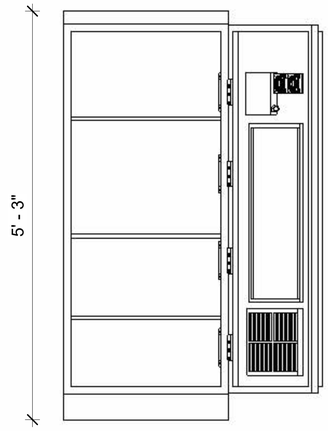
CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL THROUGH KNOCKOUTS

CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND OR CABLING

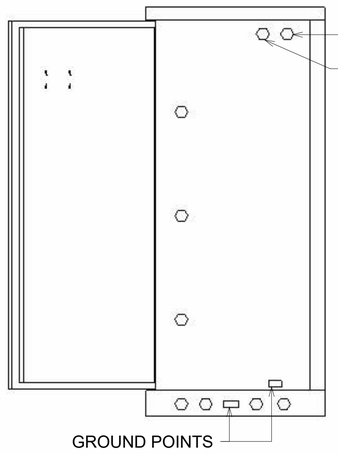




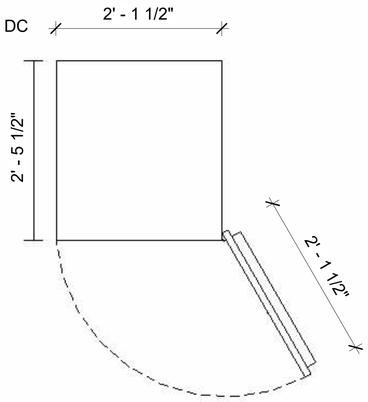
LEFT VIEW



FRONT VIEW



RIGHT VIEW



PLAN VIEW

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK ROBERT S. BEACOM 090058 LICENSED PROFESSIONAL ENGINEER

11/14/2025

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SITE ADDRESS:

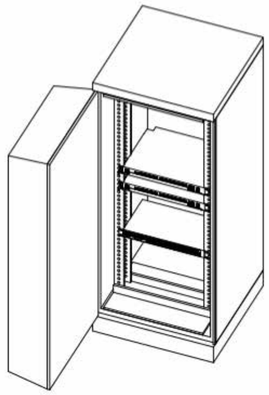
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

EQUIPMENT DETAILS

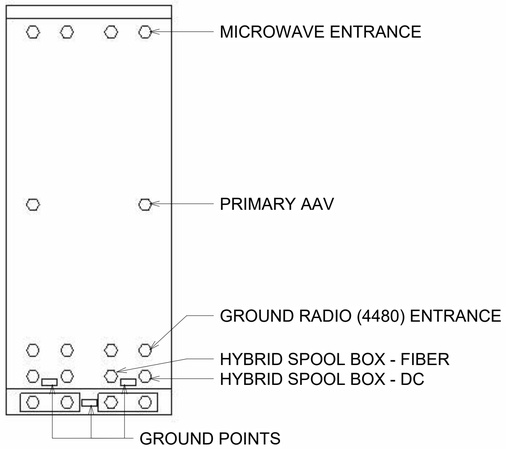
SHEET NUMBER:

E-03



ENCLOSURE 6160 ERICSSON OVERVIEW

MANUFACTURER:	ERICSSON
MODEL:	6160 SITE SUPPORT CABINET
DIMENSIONS:	61" x 25.6" x 33.6" (H x W x D)
WEIGHT:	373 LBS



REAR VIEW

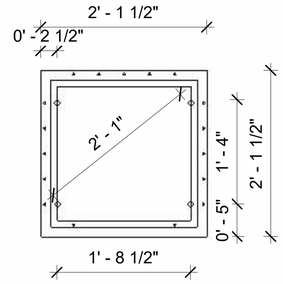
NOTE:

CORRECT KNOCKOUT TOOL REQUIRED FOR PUNCHING KNOCKOUTS. DO NOT DRILL THROUGH KNOCKOUTS

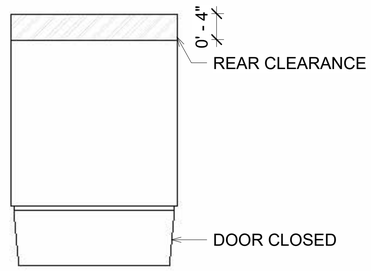
CONDUIT MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND OR CABLING

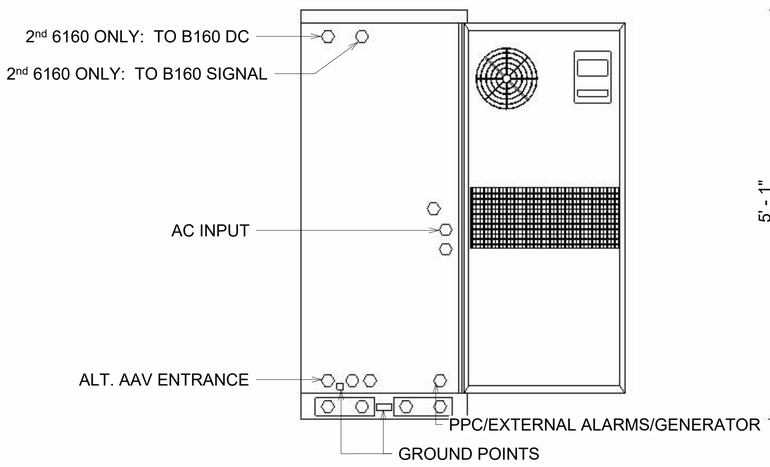
GROUNDING NOTE:

"CABINET GROUNDING TO USE A SINGLE #2 BTCW CONDUCTOR, W/ 2-HOLE 1" C-C. LONG BARREL, WINDOW LUG, IN 3/4" LFNC TO GROUND RING, PLINTH GROUNDING IS NOT REQUIRED."

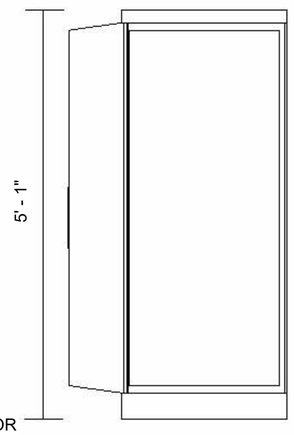


PLAN VIEW

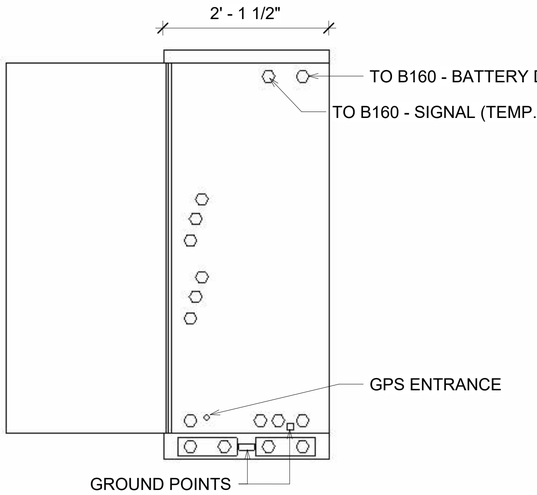




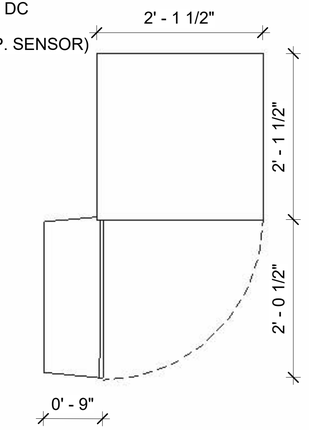
LEFT VIEW



FRONT VIEW



RIGHT VIEW



PLAN VIEW

6160 ERICSSON SITE SUPPORT CABINET
1" = 1'-0"

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T-Mobile

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SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

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ENGINEERING SEAL:

STATE OF NEW YORK · ROBERT S. BEACOM · 090058 · LICENSED PROFESSIONAL ENGINEER

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WARWICK, NY 10990

SHEET DESCRIPTION:

EQUIPMENT DETAILS

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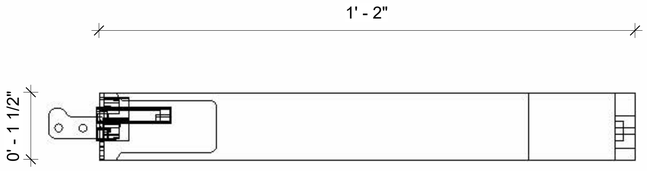
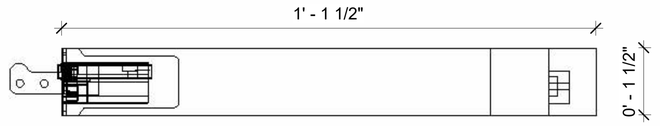
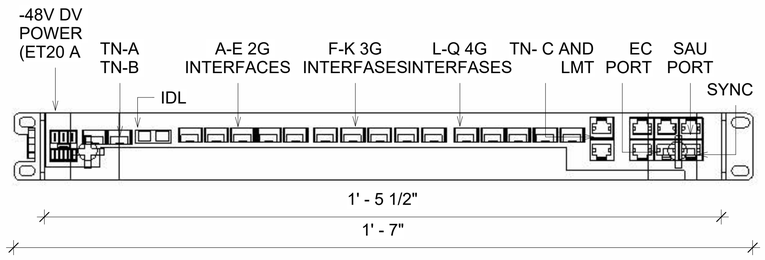
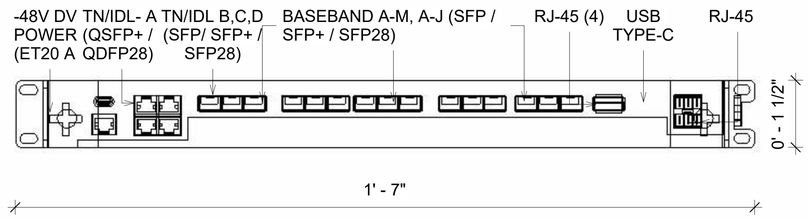
E-04









BB 6630 ERICSSON OVERVIEW

MANUFACTURER:	ERICSSON
MODEL:	BASEBAND 6630
DIMENSIONS:	1.5" x 19.02" x 14" (H x W x D)
WEIGHT:	16 LBS

RAN 6651 ERICSSON OVERVIEW

MANUFACTURER:	ERICSSON
MODEL:	6651 RAN PROCESSOR
DIMENSIONS:	1.73" x 19.02" x 13.86" (H x W x D)
WEIGHT:	16.98 LBS

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
PLANO, TX, 75024

MLA PARTNER:

ENGINEERING SEAL:

STATE OF NEW YORK
ROBERT J. BEACOM
090058
LICENSED PROFESSIONAL ENGINEER

11/14/2025

DRAWING NOTICE:

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REVISIONS:

DESCRIPTION	DATE	BY	CH	REV
Replacement	03/20/24			1
Zoning Addition	05/22/25			2
Notes Addition	10/06/25			3
Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

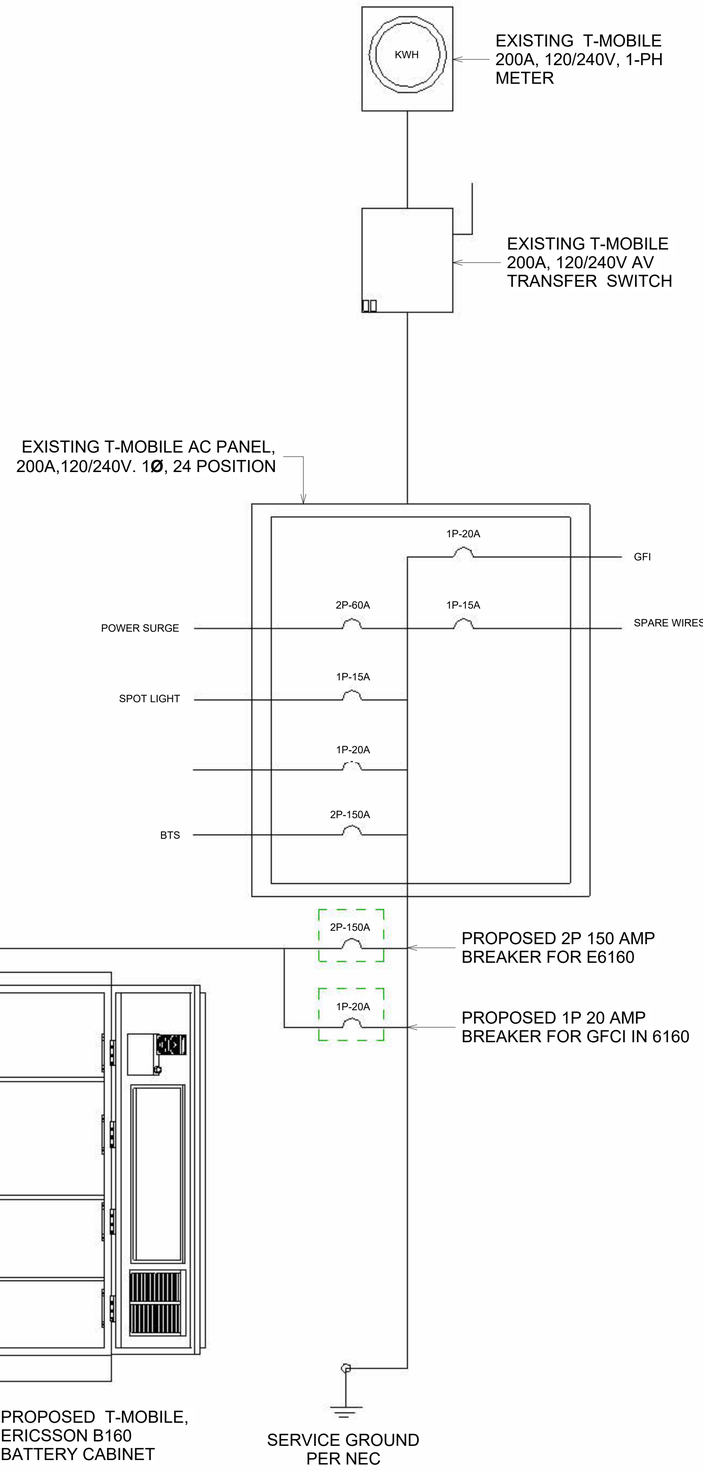
17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

EQUIPMENT DETAILS

SHEET NUMBER:

E-05



NOTE:
DIAGRAM IS GENERIC. ANY ELECTRICAL WORK SHALL BE COMPLETED BY A LICENSED ELECTRICIAN & PER NEC CODE

PLANS PREPARED FOR:

T-Mobile

4100 GUARDIAN STREET, CUITE 101
SIMI VALLEY, CALIFORNIA 93063

OEM & PLANS PREPARED BY:

ERICSSON

6300 LEGACY DRIVE
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Zoning Addition	05/22/25			2
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Notes Addition	11/04/25			4

SITE NAME:

ST. ANTHONY COMMUNITY HOSPITAL

SITE NUMBER:

NY10253B

SITE ADDRESS:

17 MAPLE AVENUE
WARWICK, NY 10990

SHEET DESCRIPTION:

ONE LINE DIAGRAM

SHEET NUMBER:

E-06

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January 15, 2026

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:

- Cover Letter prepared by Snyder & Synder LLP, dated 12/30/2025
- Application form dated 11/21/2025
- Full EAF Part 1, dated 10/08/2025
- Radio Frequency (RF) Analysis by PierCon Solutions dated 04/15/2025
- Non-interference Certification Statement by PierCon Solutions dated 11/18/2025
- Certificate of Liability Insurance dated 6/24/2025
- Response Letter by SGS, dated 12/19/2025
- Plan Set prepared by Ericsson Plano, TX, Revision 4 dated 11/04/2025

Please note this application, and supporting information as detailed above, has been reviewed solely for completeness for the Special Use Permit in accordance with §145-120.1 of the Village of Warwick Zoning Code. This review does not include a detailed technical evaluation or verification of the accuracy, validity, or performance of the technical content provided.

Review Comments:

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

1. *Village Attorney to confirm that the name and address of the property owner, operator and applicant are appropriate and sufficient on the application.* (previous comment #5)

2. *Provide all Tax Map parcel numbers (207-1-2, 207-1-3, 207-1-4.2) for the property on the application and plans*. (previous comment #6) Sheet A-01 only depicts the outer parcel limits and does not detail, nor reference, the existing interior lot lines.
3. *Note that the property is in the Village of Warwick Historic District on the Site Plan and the application*. (previous comment #7) This note should be included on Sheet T-01.
4. Provide the size of the property (4.01± ac.) on the application. (previous comment #8)
5. *Provide the type, size and location of all proposed and existing landscaping.* (previous comment #12) Applicant has requested a waiver from this requirement.
6. *Provide make, model and manufacturer of the wireless facility and antenna(s).* (previous comment #14) No apparent revision to the tables provided on Sheet A-12 has been made.
7. *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*. (previous comment #25) This requirement can be made as a condition of approval to be provided to the Village prior to CO.
8. *The applicant shall submit a completed Visual EAF addendum according to Section 145-120.1.I.* (previous comment #27) Applicant has requested a waiver for this request.
9. *Village Board to determine whether Retention of Expert Assistance as per Section 145-120.1.X is warranted.* (previous comment #31)
10. *Section 145-120.1.Z states that a Public Hearing is required prior to granting a Special Use permit.* (previous comment #32)
11. *Add the Extent and Parameters of Special Use listed in Section 145-120.1.CC on the Site Plan.* (previous comment #33) This information was not found on Sheet A-02.
12. *Payment of Performance Security in accordance with Section 145-120.1.EE.* (previous comment #34) Applicant has requested a waiver from this request.
13. *Provide Indemnification in accordance with Section 145-120.1.II.* (previous comment #37) Applicant has requested a waiver from this request.
14. *Provide proof of notification that was sent to the Town of Warwick in accordance with Section 145-120.1PP*. (previous comment #38) Applicant has requested a waiver from this request.

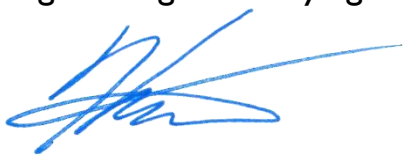
SEQR Process & FEAF Part 1:

15. *The property is within 500 feet of New York State Route 17A/94; therefore, a referral to Orange County Planning Department for a GML 239-m review is required.* (previous comment #40)
16. *Revise the Full EAF form as follows:* (previous comment #41)
    a. *Page 4 – Complete D.1.g*; the dimensional values, even estimated, need to be provided on the EAF and cannot refer to the Site Plans.

Submitted Reports:

17. *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.* (previous comment #44) The calculations within the Equipment Platform Analysis Report & Rooftop Structural Analysis Report reference the 2018 IBC building code and ASCE/SEI 7-16 requirements. These reports and analyses should be revised to reflect the current code design requirements of NYS Building Code 2025 (IBC 2024) and ASCE/SEI 7-22.

Sincerely,
Engineering & Surveying Properties, PC, Village Engineers



Keith Woodruff, CFM, CPESC
Senior Engineer

p+d Pitingaro & Doetsch Consulting Engineers

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

January 5, 2026

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 #15

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 #15 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of December 31, 2025, all submittals are complete, the well pump and accessories are installed, and the generator is ready for startup.

We recommend the approval of the payment of $40,296.15. The balance amount to close the project, including retainage, is $254,727.70.

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 #15\20260105 Letter To Board Pay App 15.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: 015	Distribution to:
				PERIOD TO: December 31, 2025	OWNER: [ ]
				CONTRACT FOR: General Construction	ARCHITECT: [ ]
FROM	TAM enterprises Inc.	VIA	Pitingaro & Doetsch Consulting Engineers P.C.	CONTRACT DATE: N/A	CONTRACTOR: [ ]
CONTRACTOR:	114 Hartley Rd. Goshen, NY 10924	ARCHITECT:	20 Industrial Drive Middletown, NY 10941	PROJECT NOS: 2431 / /	FIELD: [ ]
					OTHER: [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		1,196,000.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$1,196,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$990,812.95
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703: $990,812.95) =	49,540.65	
b. 0.00% of Stored Material (Column F on G703: $0.00) =	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		49,540.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		941,272.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		900,976.15
8. CURRENT PAYMENT DUE		40,296.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		254,727.70

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

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: 1/5/26

State of: New Jersey
County of: Bergen

ERYNELL RIVAS
Commission # 50043101
Notary Public, State of New Jersey
My Commission Expires
August 02, 2026

Subscribed and sworn to before me this 5th day of Jan

Notary Public: Erynell Rivas
My Commission expires: 08-02-2026

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: 40,296.15

(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: 1/5/2026

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

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AIA® 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:	015
APPLICATION DATE:	12-31-2025
PERIOD TO:	December 31, 2025
ARCHITECT'S PROJECT NO:	Pitingaro & Doetsch

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	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)
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	50,700.00	0.00	0.00	50,700.00	100.00%	0.00	2,535.00
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	267,460.00	0.00	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	98,567.00	28,162.00	0.00	126,729.00	90.00%	14,081.00	6,336.45
7	Furnish and Install SCADA panel and system.	34,602.00	0.00	8,466.00	0.00	8,466.00	24.47%	26,136.00	423.30
8	Furnish and Install UV system and appurtenances.	85,294.00	76,764.60	0.00	0.00	76,764.60	90.00%	8,529.40	3,838.23
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	46,312.00	5,789.00	0.00	52,101.00	90.00%	5,789.00	2,605.05
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	77,578.20	0.00	0.00	77,578.20	90.00%	8,619.80	3,878.91
12	Furnish and Install a flow meter turbitity analyzer	101,585.00	91,426.50	0.00	0.00	91,426.50	90.00%	10,158.50	4,571.32

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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	21,557.70	0.00	0.00	21,557.70	90.00%	2,395.30	1,077.88
14	Furnish and Install a ductile iron pipe and fittings.	64,354.00	64,354.00	0.00	0.00	64,354.00	100.00%	0.00	3,217.70
15	Furnish and Install a shower and eyewash station combination unit	6,190.00	6,190.00	0.00	0.00	6,190.00	100.00%	0.00	309.50
16	Furnish and Install ADA compliant bathroom	12,176.00	12,176.00	0.00	0.00	12,176.00	100.00%	0.00	608.80
17	Furnish and Install all water supply piping and drainage piping	7,208.00	6,487.20	0.00	0.00	6,487.20	90.00%	720.80	324.36
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 Unforseen Items	100,000.00	11,228.65	0.00	0.00	11,228.65	11.23%	88,771.35	561.44
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**	**948,395.95**	**42,417.00**	**0.00**	**990,812.95**	**82.84%**	**205,187.05**	**49,540.65**

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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: December 31, 2025

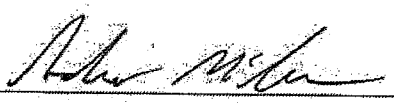
Exceptions:

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: $900,976.15

The current payment amount is: $40,296.15

Claimant's Signature: 

Claimant's Title: President

Date of Signature: 1/5/2026

MEMO

Date: January 15, 2026
To: Mayor Newhard & The Village Board
From: Michael Moser, DPW Supervisor
Re: Seasonal Hire

Motion to hire Vincent Liggio to the position of **Seasonal Department of Public Works Laborer.** Salary will be based on the FYE 25-26 Budget. Start date January 23, 2026, per the recommendation of the DPW Supervisor, Mike Moser.

VOLANTARY SEPARATION INCENTIVE PAYMENT FORM
AND WAIVER

To: Mayor Michael Newhard

By completing and submitting this Form, I am informing the Village of Warwick of my acceptance of the voluntary separation incentive payment of $15,000.00. By signing this Form, I agree to and shall resign ☐ or retire ☐ (**check applicable box**) from my Village position on _____, 2026. I acknowledge that my resignation or retirement must take effect on or before March 13, 2026. I have read and understand the terms of this voluntary separation incentive offer in the Village Board Resolution attached to this Form. I understand that I may, in writing, withdraw my acceptance of this voluntary separation incentive offer before the date of my resignation or retirement stated above. I waive all claims against the Village with respect to my acceptance of this voluntary separation incentive offer.

_____ _____

(Print Name) (Position/Title)

_____ _____

(Signature) (Personal email/Phone number)

_____

(Date)

COUNTY OF ORANGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MUNICIPAL AGREEMENT

FY-2025 GRANT FUNDING

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 202__ by and between the County of Orange ("County"), a municipal corporation and county of the State of New York, by and through its Office of Community Development ("OCD"), with offices at 40 Matthews Street, Suite 307A, Goshen, New York 10924, and the **Village of Warwick ("Municipality")**, a New York municipal corporation with offices at **77 Main Street, Warwick, New York 10990.**

WHEREAS, Municipality, has entered into a municipal cooperation agreement with County, in accordance with Section 99-h (2) of New York State General Municipal Law and 24 C.F.R § 570.503, to apply for and receive Community Development Block Grant ("CDBG") funds (CFDA# 14.218) from the United States Department of Housing and Community Development ("HUD") under Title I of the Housing and Community Development Act of 1974, ("HCD Act"), as part of the Orange County Urban County Consortium, and

WHEREAS, pursuant to 24 C.F.R § 570.501(b) and § 570.503, this separate agreement is necessary for Municipality to receive the CDBG funds through County to implement community development activities; and

NOW THEREFORE, it is agreed between County and Municipality as follows:

I. SCOPE OF SERVICES

A. Activities

OCD's CDBG Approved Project Budget (**Exhibit 1** to this Agreement) outlines an activity(ties) to be undertaken by Municipality as further described in this Agreement (the "Project"). Municipality will be responsible for administering the Project in a manner satisfactory to County and HUD and consistent with 2 C.F.R. Part 200, 24 C.F.R. Part 570 and all other applicable federal, New York State and County laws, regulations and policies required as a condition of providing these CDBG funds. **The Project will include the following CDBG-eligible activities:**

1. Program Delivery

Type of Project: Wheeler Ave ADA Sidewalk Improvements

HUD Matrix Code: 03L Sidewalks

***Project Location:** : 9 Wheeler Avenue, Warwick NY SBL 207-5-8, 9, 10, 11, 12, 13, 14, 16, 17.2 207-2-16.2, 18, 19, 20, 21,23, 24, 25, 26, 28.2

Service Area: Village of Warwick

***Project Scope:** Sidewalk Improvements See Exhibit 1 Scope of Work and Project Budget.

The primary objective of the Wheeler Avenue Sidewalk ADA Improvement project is to make Warwick's Village Hall more accessible to people of all ages and abilities. The project will reconstruct the sidewalk on the south side of Wheeler Avenue from Village Hall to the intersection of Cherry & Spring Streets. Proposed improvements include ADA accessible curb drops at intersections, ramps at driveway crossings, and a sidewalk with a smooth surface that is much easier to traverse than the existing sidewalk. In addition, a designated ADA parking space will be added to the Municipal Parking lot at the corner of Wheeler Avenue

and Spring Street. There are no permits required to construct this project. The Village is ready, willing and able to implement this project in the upcoming year. The project will benefit those in the community who have mobility issues, including the elderly and disabled, by removing material barriers, thereby furthering the Village's goal to provide more accessible routes to this vital community building.

Municipality will submit to the Community Development Office an updated cost estimate and proof of sufficient funding prior to advertising for bids.

2. Special Conditions:

A. Funding is conditioned as follows:

a. If this Agreement is signed before HUD receives congressional release and issues a grant agreement to the County then the final actual amount of CDBG funding allocated to the County cannot be determined or finalized at this time. If the final actual amount of CDBG funding allocated to Orange County from HUD is less than the total estimated CDBG grant amount, it is stipulated that the County will deduct a total to be determined from the CDBG grant award allocated in this agreement. Further, in the event this Agreement is CDBG funding will not be available to the Municipality until HUD has received congressional release and has issued a grant agreement to the County of Orange. County will notify Municipality when CDBG funds are available for project expenditures.

b. It is expressly agreed and understood that the total amount to be paid by County under this Agreement is limited to CDBG funds allocated to Orange County, received by the County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement. It is further expressly understood that the County shall have no liability to the Municipality, or to any third party, beyond CDBG accepted and appropriated by the County Legislature to OCD for this Agreement. Furthermore, it is expressly agreed and understood that payment(s) stipulated in this Agreement is contingent upon *continued* availability of CDBG grant funds. If at any time, the County determines that CDBG funds are no longer available, in whole or in part, due to legislature or other governmental action or inaction, budget constraints or other reasons beyond OCD's reasonable control, the County shall have no liability whatsoever under the Agreement to the Municipality or to any third party. For instance, in the event that HUD or another unit of federal government takes action to adjust, reduce, or withdraw the CDBG grant allocated to the County prior to completion of the project, or the final actual amount of CDBG funding allocated to Orange County from HUD is less than the total estimated CDBG grant amount, it is expressly agreed and understood that the County may reduce or cancel the CDBG grant award under this Agreement as it determines necessary, in the County's sole discretion, without incurring any liability to the Municipality or any third-party.

c. The parties understand and acknowledge that the County must complete its requirements under 24 CFR Part 58 (environmental responsibilities) before CDBG funds made available hereunder may be committed to a particular project or activity. Municipality shall not commit any funds under this Agreement until express written consent is received from the OCD.

B. Policy Requirements (2025 update):

a. Municipality shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

b. Municipality agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section

3729(b)(4) of title 31, United States Code;

c. Municipality certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

d. Municipality shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

e. Notwithstanding anything to the contrary in this Agreement, this award shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or requirements implementing Executive Orders that have been revoked.

f. Municipality must administer the award in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

g. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

h. Municipality must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

i. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Municipality may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

3. General Administration:

Municipality is responsible for all general administration duties and shall maintain program and financial records documenting eligibility and the performance of the activity(ies) carried out with CDBG funds. No CDBG funding is provided for general administration.

B. CDBG Eligibility and National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefiting low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208. The Municipality hereby certifies that the activity(ies) carried out under this Agreement are CDBG eligible and will meet the following National Objective(s):

***National Objective:**

100% Low/Moderate Benefit—Low Clientele (LMC). Activity meets HUD's definition of "Presumed Benefit" due to the nature of this activity which will remove an architectural barrier for adults with disabilities. Pursuant to HUD Census Data, 2,083 low/moderate income persons residing in the Village of Warwick will benefit from this activity.

C. Levels of Accomplishment – Goals and Performance Measures

Municipality agrees to provide the following levels of program services:

Activity	**Total Units/Year**
Wheeler Avenue ADA Sidewalk Improvements	2083

Units of service shall be considered: Adults with disabilities

D. Staffing

Municipality shall allocate the appropriate staff and time commitments to the performance of the Project. Any changes in the key personnel assigned or their general responsibilities under this Project are subject to the prior approval of OCD.

E. Performance Monitoring

OCD will monitor the performance of Municipality against goals and performance standards as stated above. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within a reasonable period of time after being notified by OCD, Agreement suspension or termination procedures will be initiated by County in accordance with subsection VI(G) of this Agreement.

II. TIME OF PERFORMANCE

The term of this Agreement shall start on the ___ day of _____, 20__ and end on the **31st day of October 2026.** Pursuant to 24 C.F.R. §570.503(a), the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Municipality or a Subrecipient, if applicable, remains in control of CDBG funds or other CDBG-funded assets, including program income. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, perform its/their duties and obligations in completing the Project, in a prompt and expeditious manner, without undue or unreasonable delay including, but not limited to, taking actions necessary to secure, authorize and appropriate local or other funds, necessary to complete the funding activities in accordance with the **Project Implementation Schedule** in the attached and incorporated **Exhibit 3**. The Project, as outlined in Section I of this Agreement, shall be completed no later than **October 31, 2026.** If the Project is not completed by this date, this Agreement may be suspended or terminated, at County's discretion, in accordance with Section VI(G) of this Agreement, unless Municipality seeks and receives approval for an extension from County, at its sole discretion.

III. BUDGET

A. Total CDBG Award is **$148,420.00.**

The line items and budget(s) for activities described in Part I are set forth in **Exhibit 1** entitled **"Scope of Work and Project Budget"** which is annexed hereto and the terms and conditions of which are hereby incorporated into this Agreement and made part hereof. Any amendments to the budget(s) must be approved in writing by OCD and if the total cost of this Agreement increases, in a written amendment executed by both County and Municipality.

B. Municipality is responsible for all general administration duties and its administrative costs incurred pursuant to this Agreement.

C. The CDBG funding allocated under this Agreement is based on a projected anticipated award to County from HUD and the congressional budget allocation to HUD for the CDBG Program for the applicable federal fiscal year. County shall have no liability under this Agreement to Municipality or to anyone else beyond HUD CDBG funds accepted and appropriated by the County Legislature to OCD for this Agreement.

D. Prior to commencing any activity funded under this Agreement, including, but not limited to, commitment or expense of CDBG funds or advertisement for any applicable request for proposals or bids, Municipality shall confirm with OCD 1) the actual amount of CDBG funds available for this activity and 2) whether HUD has issued a Release of Funds, as may be applicable to the activity(ies) funded under this Agreement. An activity can neither be commenced, nor advertised for proposals or bid, and construction, as applicable, shall not be started (whether bid out or by force account), until the availability of CDBG funds and the HUD Release of Funds is confirmed to Municipality by OCD.

IV. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed **$148,420.00** and shall be limited to CDBG funds received by County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement.

B. Payments may be contingent upon certification of Municipality's and Subrecipient's, if any, financial management system in accordance with the standards specified in 2 C.F.R. Part 200, Subpart D per 24 C.F.R. §570.502.

C. **Payments will be made to Municipality per 2 C.F.R. Part 200, Subpart D, for eligible expenses actually incurred by Municipality and/or Subrecipients, if any, and not to exceed actual cash requirements.** Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit 1 – entitled "Budget"** and in accordance with performance. Municipality shall submit claims to County in accordance with the attached and incorporated template for the CDBG Payment Request – Municipal Voucher in **Exhibit 4**.

D. Payments will be disbursed to Municipality within sixty (60) days of receipt of accurate, proper, and complete claims. However, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Municipality. Municipality shall disburse payments to Subrecipients and subcontractors, if any, in accordance with 2 C.F.R. Part 200, Subpart D.

E. The acceptance by Municipality or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Municipality arising out of the performance of this Agreement.

F. Set Off

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Municipality:

   a. under this Agreement;

   b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

   c. from County by operation of law.

2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

G. The provisions of this Section IV shall survive expiration or earlier termination of this Agreement.

V. NOTICES

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or mailing.

Communication and details concerning this Agreement shall be directed to the following representatives unless otherwise modified by subsequent written notice to all contacts listed below.

County	Municipality
Nicole Andersen, Director Office of Community Development 40 Matthews Street, Suite 307A Goshen, New York 10924	Michael Newhard, Mayor Village of Warwick 77 Main Street, Warwick, NY 10990

B. The provisions of this Section V shall survive expiration or earlier termination of this Agreement.

VI. GENERAL CONDITIONS

A. General Compliance

1. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG), including, without limitation, Subpart K of these regulations, except that (1) Municipality does not assume County's environmental responsibilities described in 24 C.F.R. §570.604, and (2) Municipality does not assume County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to comply with all other applicable federal, New York State, County and local laws, regulations and policies governing the funds provided under this Agreement. Municipality further agrees that funds available under this Agreement are being used to supplement rather than supplant funds otherwise available to Municipality or its Subrecipients, if any. In the event of any conflict between this Agreement and the provisions of 24 C.F.R. Part 570, then the provisions of 24 C.F.R. Part 570 shall control.

3. Municipality understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives. Municipality is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Municipality is responsible for such penalties resulting from false information submitted by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation

and/or settlement) arising out of, directly or indirectly, the submission of any false information by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives.

B. Independent Contractor

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Municipality shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Municipality is an independent contractor.

2. The provisions of this subsection VI(B) shall survive expiration or earlier termination of this Agreement.

C. Indemnification and Hold Harmless

1. To the fullest extent permitted by law, Municipality shall be fully liable for the actions of its officers, employees, subcontractors or other representatives and shall fully indemnify, defend and hold harmless County and HUD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any negligence or willful misconduct of Municipality, its officers, employees, agents, Subrecipients, subcontractors, or other representatives.

2. The provisions of this subsection VI(C) shall survive expiration or earlier termination of this Agreement.

D. Insurance & Bonding

1. Municipality shall comply with the bonding and insurance requirements of 2 C.F.R. § 200.310 and New York State Finance Law §137, and shall require subcontractors and Subrecipients, if any, to comply with 2 C.F.R. § 200.310, New York State Finance Law §137, and any other applicable federal, New York State and County laws and regulations. Prior to commencing work Municipality and all Subrecipients and/or subcontractors, if any, shall obtain and, during the term of this Agreement and as otherwise required by this subsection VI(D), shall maintain, at their own cost and expense, the coverages listed below from insurance companies licensed in the state of New York, and shall provide certificates of insurance to OCD for County approval. The certificates shall provide that a) the County of Orange c/o Office of Community Development (and Municipality on any Subrecipient certificates) is named as "Additional Insured" (except for Workers Compensation and Professional Liability policies) and b) at least fifteen (15) days prior to cancellation or material change in a policy, notice shall be given to the Risk Management Officer of County, the Director of OCD and Municipality (for Subrecipient policies), by registered mail, return receipt requested. All notices shall state the name of Municipality, Subrecipient and subcontractor, as applicable, and refer to this Agreement.

a. Workman's Compensation & Disability in statutory amounts.

b. General Liability Insurance with a minimum comprehensive single limit of liability per occurrence of $1,000,000.00 for bodily injury and for property damage. The certificate of insurance shall indicate the following coverage:

i. Premises - Operations
ii. Broad Form Contractual

c. Automobile Liability Insurance with a minimum comprehensive single limit of liability per

occurrence of $1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This coverage shall include the following for bodily injury and property damage:

i. Owned automobiles
ii. Hired automobiles
iii. Non-owned automobiles

2. If, at any time, any policy of Municipality, or its subcontractors and/or Subrecipients, if any, or Subrecipients' subcontractors, if any, becomes unsatisfactory to County, as to form or substance, or if an insurer becomes unsatisfactory to County; Municipality shall, upon notice from County, promptly obtain, or cause such subcontractor or Subrecipient to promptly obtain, a new policy and submit the same to County for approval.

3. Upon failure of Municipality or any Subrecipient and/or subcontractor, as applicable, to furnish, deliver and maintain such insurance, this Agreement, at the election of County, may be declared suspended or terminated in accordance with subsection IV(G) of this Agreement. Failure of Municipality and/or any Subrecipient, and/or subcontractor, as applicable, to take out and/or maintain any required insurance shall not relieve Municipality and/or such Subrecipient and/or such subcontractor, as applicable, from any liability under this Agreement, or otherwise, to County or HUD; nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Municipality and/or any Subrecipient and/or any subcontractor, as applicable, concerning indemnification.

4. In the event that a judgment arising out of this Agreement is in excess of the insured amounts, the excess amount or any portion thereof, may be withheld from payment due or to become due Municipality until such time as Municipality shall furnish such additional security covering the judgment(s) as may be determined by County.

5. All policies and certificates of insurance shall contain the following clauses.

a. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County with respect to its interests;

b. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County (directed to County's Risk Management Division and the Director of OCD); and

c. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Municipality.

6. County requires that the certificate holder is named as "County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924". Certificates indicating proof of Municipality's, Subrecipient's and/or subcontractors, if any, insurance coverage required by this subsection VI(D) are attached as **Exhibit 5.** Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.

7. The provisions of this subsection VI(D) shall survive expiration or earlier termination of this Agreement.

E. Grantee Recognition

1. Municipality shall insure recognition of the role of County and HUD in providing services through this Agreement. The funding source shall be clearly acknowledged for all activities, facilities and items utilized pursuant to this Agreement and in all publications made possible with funds provided by Agreement. Municipality will acknowledge the CDBG funding in all press releases, media, and signage for the project. Acknowledgement should be listed as:

This project has been supported by the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program administered by the Orange County Office of Community Development. HUD and Orange County's logo should also be displayed as applicable.

2. The provisions of this subsection VI(E) shall survive expiration or earlier termination of this Agreement.

F. Modifications

1. County or Municipality may modify this Agreement in writing at any time provided that such modifications make specific reference to this Agreement and are signed by a duly authorized representative of both organizations. Such modifications shall not relieve or release County or Municipality from its obligations under this Agreement, unless otherwise specified in that modification.

2. County may, in its discretion, amend this Agreement to conform with federal, state, or local government guidelines, policies and available funding amounts, or for other reasons. All amendments will be incorporated only by a writing making specific reference to this Agreement and signed by a duly authorized representative of both organizations.

G. Suspension or Termination

1. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. Part 200, Subpart D (§§ 200.339 - 200.343), County may suspend or terminate this Agreement if Municipality materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:

   a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

   b. Failure, for any reason, of Municipality to fulfill in a timely and proper manner its obligations under this Agreement;

   c. Ineffective or improper use of funds provided under this Agreement (including, but not limited to use of funds for activities which are ineligible under or otherwise not in compliance with the HCD Act or 24 CFR Part 570); or

   d. Submission by Municipality to County of reports that are incorrect or incomplete in any material respect.

2. Termination for cause. OCD will monitor the performance of Municipality against the terms and conditions of this Agreement. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality following a written notification by County and a (30) day opportunity to cure (or earlier if required by County, HUD or other federal or New York State law or regulation), County may pursue such remedies as are available in accordance with 2 C.F.R. § 200.339, including but not limited to terminating the Agreement, in whole or in part, on a date specified by County. During the thirty (30) day cure period,

County may withhold CDBG funds until such time as Municipality is found to be in compliance by OCD or is otherwise adjudicated to be in compliance. If Municipality fails to comply and this Agreement is terminated, in addition to and without limiting the other remedies provided by 2 C.F.R. Part 200 and other remedies legally available to County, Municipality shall disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

4. Termination for convenience. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. § 200.340 this Agreement may be terminated for convenience, in whole or in part, by County or Municipality, as follows:

a. By County, to the greatest extent authorized by law, if the award no longer effectuates the CDBG program goals or County priorities;
b. By County with the consent of Municipality in which case the two parties shall agree upon termination conditions, including the effective date and, in case of partial termination, the portion to be terminated;
c. By Municipality upon submitting written notification to County setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, County may terminate the award in its entirety if County determines that the remaining portion will not accomplish the purpose for which the award was made.

If this Agreement is terminated under this subsection VI(G)(3), in addition to and without limiting other remedies of County or HUD, County may require that the Municipality disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

5. If this Agreement is terminated, or partially terminated, both County and Municipality remain responsible for compliance with the requirements in 2 C.F.R. § 200.344 and § 200.345.

6. In the event of any termination, in addition to any obligations that survive termination of this Agreement, Municipality shall completely fulfill all of its obligations under Section VII. Administrative Requirements, applicable up to the date of termination, and all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared under this Agreement by Municipality, Subrecipients, or subcontractors of Municipality or Subrecipients, as applicable, shall be turned over to OCD.

H. Procurement of Agreement

1. Municipality represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Municipality further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Municipality makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

I. Current or Former County Employees

1. Municipality represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Municipality has, or may have, with County without the express written permission of County. This limitation period covers the greater of the preceding three (3) years or as long as the County employee or former County employee has or may have an actual or perceived conflict of interest due to his or her position with County.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Municipality agrees to comply with 2 C.F.R. § 200.302 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Municipality shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E, "Cost Principles". These principles shall be applied for all direct and indirect costs incurred during the performance of the Project.

3. Internal Controls

Municipality agrees to comply with 2 C.F.R. § 200.303 and to maintain effective internal controls over the funds awarded herein.

B. Public Hearings

All public hearings required by New York State and federal law and regulations, as applicable to the funded activities, shall be conducted as required by such laws and regulations and, in accordance with Municipality's citizen participation plan, as applicable.

C. Documentation and Record-Keeping

1. Records to be Maintained

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, maintain all records required by the federal regulations specified in 24 C.F.R. § 570.506 and that are pertinent to the Project funded by this Agreement. Such records shall include, but not be limited to:

a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in Subpart C of 24 C.F.R. Part 570 under which it is eligible.

b. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 C.F.R. § 570.208.

c. Records that demonstrate that Municipality has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 C.F.R. §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

d. Records which demonstrate compliance with 24 C.F.R. §570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

e. Records that demonstrate compliance with the citizen participation requirements prescribed in 24 C.F.R. Part 91, Subpart B, for entitlement recipients, or in 24 C.F.R. Part 91, Subpart C, for HUD-administered small cities recipients.

f. Records which demonstrate compliance with the requirements in 24 C.F.R. §570.606 regarding acquisition, displacement, relocation, and replacement housing.

g. Fair housing and equal opportunity records containing the requirements specified in 24 C.F.R. § 570.506(g).

h. Financial records, in accordance with the applicable requirements listed in 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, Subpart D.

i. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570, Municipality shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a Project architect), and/or other documentation appropriate to the nature of the activity.

j. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 C.F.R. §570.513; and

k. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of this Part.

2. Retention

Municipality shall and shall cause its subrecipients and subcontractors, if any, to retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years in accordance with County record retention policy, 2 C.F.R. § 200.333, and 24 C.F.R. § 570.502. The retention period begins on the date of the submission of County's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the six-year period, whichever occurs later. Records for property and equipment acquired with funds under this Agreement shall be retained for three (3) years after final disposition, replacement or transfer at the direction of HUD or the six-year period, whichever occurs later. Records for any displaced person must be kept for three (3) years after he/she has received final payment or the six-year period, whichever occurs later.

3. Client Data

Municipality shall, and shall cause its subcontractors, subrecipients and their subcontractors, if any, to confidentially maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County or HUD monitors or their designees for review upon request.

4. Disclosure

Municipality understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with the administration of County's, Municipality's, Subrecipients or either of their subcontractor's responsibilities, as applicable, with respect to services provided under this Agreement, is prohibited unless written consent is obtained from the client and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

Notwithstanding any other terms and conditions of this Agreement, Municipality's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, to ensure compliance with 24 C.F.R. §570.503(b)(7), the terms of this Agreement shall remain in effect during any period that Municipality has control over CDBG funds, including but not limited to program income or real property funded in whole or in part with CDBG funds.

6. Audits and Inspections

a. Municipality shall, and shall cause all Subrecipients and subcontractors of Municipality, if any, to comply, at their own expense, with the requirements of the Single Audit Act of 1984, and to have an annual audit conducted in accordance with 2 C.F.R. Part 200, Subpart F, as applicable. Any deficiencies noted in audit reports must be fully cleared by Municipality, Subrecipients and/or subcontractors within thirty (30) days after receipt of notice by Municipality, Subrecipients and/or subcontractors, as applicable.

b. All of Municipality's, Subrecipient's, and/or subcontractor's, if any, records with respect to any matters covered by this Agreement shall be made available to County, HUD and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as County or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

c. Failure of Municipality to comply with the above audit and inspection requirements will constitute a violation of this Agreement and may include but not be limited to withholding of future payments.

7. Survival

The provisions of this subsection VII(C) shall survive expiration or earlier termination of this Agreement.

D. Reporting

1. Program Income

Any program income earned by Municipality and/or a Subrecipient, as applicable, as a result of this CDBG funding, shall be returned to County, in a check payable to the "Commissioner of Finance", within seven (7) days of receipt by Municipality. Municipality shall require Subrecipients, as applicable, to return any program income to Municipality within seven (7) days of receipt by Subrecipient.

2. Progress and Financial Reports

a. Municipality shall submit regular Progress reports to County at the frequency required by County, and in a timely manner to enable County's reporting to HUD and shall require Subrecipients, if any, to, submit the same reports to Municipality in a timely manner to enable Municipality's reporting to County.

b. The following Progress Report in the template attached and incorporated as **Exhibit 6 Quarterly Project Progress Report** shall be compiled by Municipality and all Subrecipients, as applicable, for each quarter and submitted to County **within ten (10) working days of the end of the quarter.**

c. Failure to submit the above report may result in suspension or termination of this Agreement in accordance with subsection VI(G) of this Agreement.

3. Survival

The provisions of this subsection VII(D) shall survive expiration or earlier termination of this Agreement.

E. Procurement

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all applicable New York State and federal laws and regulations and Municipality policies concerning the purchase of all real and personal property and shall maintain an inventory of records of all real and personal property as may be procured with funds provided under this Agreement. Unless provided elsewhere in this Agreement, all program assets (unexpended program income, property, equipment, etc.) shall revert to County upon expiration or earlier termination of this Agreement. The provisions of this subdivision VII(E)(1) shall survive expiration or earlier termination of this Agreement.

7. 2 C.F.R. §§ 200.317 - 200.327- Procurement Standards

Municipality shall, and shall cause all Subrecipients, if any, to procure all materials, property, or services in accordance with the requirements of 2 C.F.R. Part 200 Subpart D (§§ 200.318 - 200.326). Municipality's documented procurement procedures must conform to the procurement standards identified in §§ 200.318 through 200.327.

Municipality shall comply with 2 C.F.R. § 200.323 "Procurement of recovered materials". A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

Municipality shall obtain written approval from County for any travel outside County, by Municipality, Subrecipients and subcontractors, if any, using funds provided under this Agreement.

4. Equipment

a. Municipality and Subrecipients shall comply with 2 C.F.R. § 200.313 with regard to equipment procurement and use except that, pursuant to 24 C.F.R. §570.502(a)(6), in all cases where the equipment is sold, the proceeds shall become program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Municipality for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

b. The provisions of this subdivision VII(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Procedure for Subcontracts

a. Procurement of Subcontracts

With regard to procuring subcontracts, Municipality shall, and shall cause all government entity Subrecipients all non-government entity Subrecipients, if any, to comply with the provisions of 2 C.F.R. Part 200, Subpart D.

b. Solicitation

Municipality shall, and shall cause all Subrecipients, if any, to, submit to OCD all requests for bids or proposals, independent cost estimates, etc. necessary for the completion of the Project prior to the requests for bids or proposals being published.

Solicitations for all goods and services funded under this Agreement, including but not limited to, requests for quotations, bids or proposals; shall be developed in compliance with applicable federal and New York State law and regulations and Municipality's procurement policy, to include the following:

(i) A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
(iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

c. Selection Process

Municipality shall ensure that all subcontracts let in the performance of this Agreement by Municipality or Subrecipients, if any, shall be awarded on a fair and open competitive basis. A list of all bids or offers received shall be forwarded to OCD for submission to HUD.

Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources. A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

d. Contract Content

Municipality and all Subrecipients, as applicable, shall cause all of the terms and conditions of this Agreement to be included in and made a part of any Subrecipient Agreement and/or subcontract, as applicable, executed in the performance of this Agreement.

e. Approvals

Draft copies of all Subrecipient contracts and all of Municipality's and Subrecipient's subcontracts shall be forwarded to OCD along with documentation concerning the selection process. Municipality and Subrecipients, if any, shall not enter into any subcontracts with any subcontractor for the performance of this Agreement without the written consent of OCD prior to the execution of such subcontract.

f. Staff Designation for Projects Involving Construction or Building Services

Municipality shall designate an appropriate staff member to act on behalf of Municipality to ensure compliance with applicable labor laws, regulations, and standards and to liaise with OCD and shall require the same of all Subrecipients and subcontractors of Municipality or Subrecipients, if any. The designation shall be made and forwarded to OCD prior to the commencement of the Project. The designated staff member shall:

i. inform the subcontractors performing work as to the federal and New York State labor requirements and obligations; and

ii. ensure the inclusion of applicable wage determination and labor standards provisions in all bid specifications and contract documents and will perform all duties necessary for Municipality's compliance with federal Davis-Bacon and New York State labor laws and regulations; and

iii. maintain full documentation attesting to all administrative and enforcement activities with respect to New York State and federal labor law requirements. Such documents include, but are not limited to certified payrolls, requests for wage decisions, requests for additional classifications, copies of wage decisions and any effective change or modifications, notice of start of construction, on-site inspection reports and employee interviews, copies of correspondence, memoranda, apprentice registration records and pre-commencement

conference records. These documents are to be made available to OCD upon request.

g. Pre-Commencement Conference

OCD, Municipality, Subrecipients, if any, and subcontractors, if any, shall hold a conference, prior to commencement of the Project (or for each Subrecipient activity, depending on the Project), to review their responsibilities under this Agreement, each Subrecipient agreement, and each subcontract, as applicable, including, as applicable, obligations regarding federal and state labor laws applicable to construction or building services work. After each conference, Municipality shall provide a report to OCD containing the following:

i. Project name, location, and description;

ii. Name of Subrecipient and subcontractors, as applicable;

iii. Contract amount;

iv. Date and place of conference;

v. Conference attendees; and

vi. Summary of items covered.

h. Construction & Building Services Certified Payroll

i. For Municipality and Subrecipient subcontracts involving construction or building services, Municipality shall, and shall cause Subrecipients, if any, to require subcontractors to submit to Municipality weekly payroll certifications compliant with New York State and federal law for each workweek from the time the Project is commenced until completion. Municipality's agreement with Subrecipients, if any, shall also contain the same requirement for each Subrecipient's agreement with subcontractors, if any. If no work is performed during any given week, subcontractors shall submit a certification that "no work was performed during this work week". The first and final payrolls are to be marked as such. The subcontractor(s) shall use payroll certification form(s) that meet New York State and federal requirements.

A. The federal form (WH-347) may be found here: http://www.dol.gov/whd/forms/wh347instr.htm

B. The New York State form (PW-18.1) may be found here: https://dol.ny.gov/system/files/documents/2021/03/pw18.1.pdf

ii. The provisions of this subdivision VII(E)(5)(h) shall survive expiration or earlier termination of this Agreement.

i. Monitoring and Inspections

Municipality will monitor all Subrecipient and subcontractor services on a regular basis to assure contract compliance, and shall require Subrecipients, if any, to do the same with Subrecipients' subcontractors, if any. Results of MWBE and EEO/AA efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. In addition, appropriate staff of Municipality shall visit the site during the performance of the Project and OCD shall also have the right to monitor and inspect the Project

and the expenditure of funds in order to ensure compliance with HUD regulations and the provisions of this Agreement. The provisions of this subdivision VII(E)(5)(i) shall survive expiration or earlier termination of this Agreement.

6. Build America, Buy America Act (BABA)

Municipality, Contractor, Subcontractors and all Subrecipients shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects which includes "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

(1) All iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) All manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
(4) Section 70917(c) materials (cement, stone, sand, gravel, etc.) must be sourced from the United States.

Municipality and all Subrecipients must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to this project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by waiver.

F. Use and Reversion of Real Property Assets

1. The use and disposition of real property by Municipality and all Subrecipients, if any, funded by this Agreement shall be in compliance with the requirements of 2 C.F.R. § 200, 24 C.F.R. 570.505, 24 C.F.R. 570.502 (a)(5), §570.503 and §570.504, as applicable.

2. Pursuant to 24 C.F.R. §570.505, 24 C.F.R §570.503(b)(7)(i), 24 C.F.R. §570.501(b) and OCD Policy, real property under Municipality's or Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds in excess of $25,000 shall be used to meet one of the CDBG National Objectives defined in 24 C.F.R. §570.208 until ten (10) years after Municipality is no longer considered by HUD to be a part of the urban county in the case of Municipality and for ten (10) years after expiration of the Subrecipient Agreement between Municipality and Subrecipient, as applicable.

3. If Municipality and/or Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay to Municipality, as applicable, and/or Municipality shall pay to County an amount equal to the current market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to County. Municipality and/or Subrecipient, as applicable, may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

4. HUD may require recipients to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal funds and that use and disposition conditions apply to the property.

5. The provisions of this subsection VII(F) shall survive expiration or earlier termination of this Agreement.

G. Reversion of Funds and Receivable Assets

Pursuant to 24 C.F.R. §570.503(b)(7), Municipality shall transfer to County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement held by Municipality, Subrecipients or subcontractors, as applicable, at the time of expiration, cancellation, or termination of this Agreement. The provisions of this subsection VII(G) shall survive expiration or earlier termination of this Agreement.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Municipality agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ("URA"), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. §570.606(b); (b) the requirements of 24 C.F.R. §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. §570.606(d) governing optional relocation policies. Municipality shall provide relocation assistance to displaced persons as defined by 24 C.F.R. §570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for the Project. Municipality also agrees to comply with applicable OCD policies concerning displacement of individuals from their residences. The provisions of this Section VIII shall survive expiration or earlier termination of this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with all federal, New York State and County and civil rights laws and regulations including, but not limited to, Article 15 of the New York State Executive Law (also known as the "Human Rights Law"), Titles II and VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act"), 24 CFR §570.904, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975 and Executive Order 11063, as may be amended. A Fair Housing Resolution, provided by the Municipality at the time of application, is attached as **Exhibit 8**.

2. Nondiscrimination

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. §570.607 and New York State Labor Law.

b. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to abide by all applicable provisions of federal and state laws and regulations, as applicable to its officers, employees, agents, Subrecipients, subcontractors, and other representatives. In hiring and employment practices, Municipality, its Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, creed, color, religion, sex (including gender identity or expression), national origin, citizenship status, age,

marital status, disability, genetic information or predisposing genetic characteristics, sexual orientation, military status, marital status, or domestic violence victim status.

c. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to abide by all applicable provisions of federal and New York State laws and regulations, as applicable to sale or rental of the property, if this Agreement funds the purchase improvement of any property which is later sold or rented. With respect to any sale of any real property and selection and treatment of tenants, Municipality, Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status, or marital status.

3. Land Covenants

a. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 C.F.R. §570.601 and §570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with CDBG assistance, Municipality shall and shall cause its Subrecipients, if applicable, to, cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, age, sexual orientation, military status or marital status, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Municipality, and any applicable Subrecipient, shall in undertaking its obligation to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenants, and will not itself discriminate.

b. The provisions of this subdivision IX(A)(3) shall survive expiration or earlier termination of this Agreement.

4. Section 504

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794) which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. The provisions of this subdivision IX(A)(4) shall survive expiration or earlier termination of this Agreement.

5. Fair Housing

Municipality agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, and HUD's latest version of the Affirmatively Furthering Fair Housing Rule published on March 3, 2025 (Docket No. FR-6519-I-01), as may be amended, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

Municipality agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Municipality also agrees to affirmatively further fair housing within its own jurisdiction and support the County's actions to comply with the County's fair housing certification. Noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the County that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214 of the Housing and Community Development Act of 1980, as amended, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- an alien lawfully admitted for permanent residence as an immigrant excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- an alien who is deemed to be lawfully admitted for permanent residence (under the registry provisions of the Immigration and Nationality Act);;
- an alien who has qualified as a refugee or asylee;
- an alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- an alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act.

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. **To the extent the following are not inconsistent with the most recent federal Executive Orders and HUD-issued guidance, and other laws rules and regulations:**

1. Equal Employment Opportunity, Affirmative Action, Executive Order 11246

In all solicitations or advertisements for employees placed by or on behalf of Municipality, Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, state that it is an Equal Opportunity and Affirmative Action employer. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the principles as provided in the federal Executive Order 11246 of September 24, 1965, as amended, which is incorporated by reference into this Agreement.

Executive Order 11246 of September 24, 1965, is no longer in effect as it was rescinded by the Executive Order dated January 21, 2025, entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity".

2. Minority- and Women- Owned Businesses (MWBE)

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to use its best efforts to afford small businesses, minority, and women-owned business enterprises the maximum practicable opportunity, allowable by law, to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, (15 U.S.C. §632) and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Municipality, its Subrecipients and subcontractors, if any, may rely on New York State and/or federal MWBE certifications as to the status of a MWBE in lieu of an independent investigation.

Municipality shall not use Federal funding provided under this Agreement to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

3. Access to Records

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to furnish all information and reports hereunder and will permit access to its books, records and accounts by County, HUD, other authorized state, and federal officials, or any of their designees, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated in this Section IX(B) of this Agreement. The provisions of this subdivision IX(B)(3) shall survive expiration or earlier termination of this Agreement.

4. Subcontract Provisions

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to include the provisions of subsections IX(A) Civil Rights and (B)Affirmative Action in every Subrecipient Agreement and subcontract, specifically or by reference, so that such provisions will be binding upon each Subrecipient and each of Municipality's and Subrecipient's subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Municipality, its subcontractors, Subrecipients and their subcontractors, if any, are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Chapter 37), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to comply with the Copeland Anti-Kickback Act (18 U.S.C. §874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 C.F.R. Part 5. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to maintain documentation which demonstrates compliance with hour and wage requirements of 29 C.F.R. Part 5. Such documentation shall be made available to County for review upon request.

b. With the exception of activities involving the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, Municipality agrees that, all subcontractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply, with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5, and 7, including but not limited to 29 C.F.R. §5.5; provided, that if wage rates higher than those required under the regulations are imposed by New York State or local law, nothing hereunder is intended to relieve Municipality of its obligation, if any, to require payment of the higher wage. Municipality shall cause or require to be inserted in full, in all such Subrecipient Agreements and subcontracts subject to such regulations, provisions meeting the requirements of this subdivision IX(C)(2).

3. "Section 3" Clause

a. If the total assistance provided by the United States Department of Housing and Urban Development (i.e.. CDBG, HOME, ESG, HOME-ARP, etc.) exceeds $200,000.00, this Agreement, and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3), as amended. The

purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.

c. Municipality agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR Part 75, and to ensure that any contractors and subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

d. Municipality agrees to include compliance with Section 3 requirements in every contract and subcontract for Section 3 projects as defined in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or subcontract upon a finding that the contractor or subcontractor is in violation of the regulations in 24 CFR Part 75. The Municipality will not contract with any contractor or subcontractor where the Municipality has notice or knowledge that the contractor/subcontractor has been found in violation of the regulations in 24 CFR Part 75.

e. Municipality agrees to maintain, and to ensure that its contractors and subcontractors maintain, hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR Part 75. As part of these practices, Municipality agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Municipality is not able to meet this benchmark goal, it must provide the County with a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

f. Municipality agrees to post, and that its contractors and subcontractors post, copies of a notice advising workers of its commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

g. If applicable, the Municipality agrees to notify each labor organization or representative of workers with which the Municipality has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

h. Municipality agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

i. Municipality agrees to hire, to the greatest extent feasible, Section 3 Workers as new hires, or provide written justification to the County that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

j. Municipality agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising

media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.

k. Municipality agrees to maintain records documenting Section 3 Residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

l. Municipality will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

m. Municipality will certify that they have followed prioritization of effort in 24 CFR Part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

n. Municipality agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the United States Department of Housing and Urban Development (HUD). The Municipality is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

o. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Drug-Free Workplace

Municipality will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Municipality's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

i. the dangers of drug abuse in the workplace;

ii. Municipality's policy of maintaining a drug-free workplace;

iii. any available drug counseling, rehabilitation, and employee assistance programs; and

iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subdivision IX(C)(4)(a);

d. Notifying the employee in the statement required by subdivision IX(C)(4)(a) that, as a condition of employment under the performance of the Project funded by this Agreement, the employee will:

i. abide by the terms of the statement; and

ii. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying OCD and HUD in writing, within ten (10) calendar days after receiving notice under subdivision IX(C)(4)(b) from any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subdivision IX(C)(4)(b), with respect to any employee who is so convicted.

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this subdivision IX(C)(4).

D. New York Law Requirements

1. Labor Law. For any contract(s) funded by this Agreement and involving public work or building services as respectively defined by Article 8 and Article 9 by New York State Labor Law, Municipality, shall and shall cause its Subrecipients, if any, to prepare all solicitation documents and contract terms and conditions and administer such contracts in accordance with the applicable provisions of Article 8 or Article 9.

2. Non-Collusive Bidding. For any contract(s) funded by this Agreement to which New York State General Municipal Law §103-d is applicable, Municipality shall, and shall cause its Subrecipients, if any, to enclose the required Non-Collusive certification in the solicitation documents.

3. Non-Responsibility Determination. For any contract(s) funded by this Agreement to which New York State Finance Law §§139-j and 139-k are applicable, Municipality shall, and shall cause its Subrecipients, if any, to enclose the required non-responsibility disclosure and certification in the solicitation documents.

4. Iran Divestment Act. For any subcontract(s) funded by this Agreement to which New York State General Municipal Law §103-g is applicable, Municipality shall, and shall cause Subrecipients, if any, to enclose the required Iran Divestment Act certification in the solicitation documents.

5. Conflicts of Interest. Pursuant to New York State General Municipal Law § 801, except as provided in General Municipal Law §802, (1) no municipal officer or employee shall have an interest in any contract with the municipality of which he or she is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his or her deputy or employee, shall have an interest in a bank or trust company designated as: a depository, paying agent, registration agent or for investment of funds of the municipality of which he or she is an officer or employee. The provisions of General Municipal Law §801

shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

6. Identification Number(s).

a. For granting, renewing, amending, supplementing, or restating the license of any person, and for every invoice or other claim for payment submitted to County by Municipality under this Agreement, the invoice or claim must include Municipality's payee identification number. This number is any or all of the following:

i. the payee's federal employer identification number;

ii. the payee's federal social security number, and/or

iii. the payee's Vendor Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Municipality does not have such number(s), on its invoice or other claim for payment, Municipality must give the reason or reasons why it does not have a payee number(s).

b. Privacy Notification.

i. The County's authority to request the above personal information from Municipality, and its authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Municipality to County is mandatory. The principal purpose for collecting information is for New York State to identify individuals, businesses and others who have been delinquent in filing tax returns, or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii. The County may forward the personal information to the New York State Commissioner of Taxation and Finance upon that Commissioner's request pursuant to New York State Tax Law §5(3).

7. Prohibition on Purchase of Tropical Hardwoods

a. Municipality certifies and warrants that all wood products to be used in performing the Scope of Work under this Agreement, or Subrecipient Agreement(s) if any, will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by New York State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of Municipality to establish to meet with the approval of OCD.

b. In addition, when any portion of this Agreement or Subrecipient Agreement(s) involving the use of woods, whether supply or installation, is to be performed by any Subrecipient or Municipality's or Subrecipient's subcontractors, as applicable, the Municipality or Subrecipient and/or subcontractor, as applicable, will indicate and certify in the submitted bid or proposal that the Subrecipient and/or subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in New York State Finance Law §165. Under bidder certifications, proof of qualification for exemption will be the responsibility of

Municipality to meet with the approval of OCD.

c. Municipality certifies that any use of tropical hardwood in the Scope of Work meets with the exception requirements of New York State Finance Law §165(2)(d)(iii), as established by the Municipality and was approved by County during the quote, bid or proposal process.

8. Compliance with New York State Information Security Breach Notification Act

Both during and after the performance of the Scope of Work under this Agreement and any Subrecipient Agreement(s), with respect to all data involved in the performance of this Agreement and any Subrecipient Agreement(s), Municipality shall, and shall cause Subrecipients and subcontractors, if any, to comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

90. Sexual Harassment Certification. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: https://www.ny.gov/programs/combating-sexual-harassment-workplace. The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at: https://www.orangecountygov.com/1137/Human-Resources.

10. Compliance with Other New York Laws and Regulations

Municipality shall, and shall cause all Subrecipients and subcontractors, if any, to comply with all other New York State laws and regulations applicable to this Agreement and the performance of the Project by Municipality and its Subrecipients and/or subcontractors, if any.

E. Conduct

1. Assignability

Pursuant to New York State General Municipal Law §109, Municipality shall not assign, transfer, convey, sublet, or otherwise dispose of any of its rights, interest or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without County's previous written consent. Any assignment, transfer, conveyance, subletting or other disposal without the required written consent shall cause the contract to be revoked and annulled by County and Municipality shall forfeit and lose all moneys due under the Agreement, except so much as may be required to pay Municipality's employees performing activities under the Agreement. Any assignment, transfer, conveyance, subletting or other disposal properly consented to by County shall be subject to all of the terms and conditions of this Agreement. The provisions of this subdivision IX(E)(1) shall survive expiration or earlier termination of this Agreement.

4. Hatch Act

Municipality agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

5. Conflict of Interest

a. Municipality shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any

financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Municipality further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Municipality hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Municipalities which are receiving funds under the CDBG Entitlement program.

b. The provisions of this subdivision IX(E)(3) shall survive expiration or earlier termination of this Agreement.

4. Lobbying

a. By execution of this Agreement Municipality certifies to the best of the knowledge and belief of the undersigned, that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of Municipality, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subrecipients, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors (of Municipality and Subrecipients) shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c. The provisions of this subdivision IX(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Copyright

In addition to any other rights HUD may have pursuant to 2 C.F.R. § 200.315, if this Agreement results in any copyrightable material or inventions, County and HUD reserve the right to royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes. The provisions of this subdivision IX(E)(5) shall survive expiration or earlier termination of this Agreement.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Municipality or Subrecipient, if any, wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Municipality or Subrecipient, if any, must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

Municipality agrees, and shall cause all Subrecipients and their subcontractors, if any, to agree, that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. §570.200(j) (such as worship, religious instruction, or proselytization) as part of the programs or services funded under this Agreement. If Municipality or any Subrecipient or either of their subcontractors, if any, conduct such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the CDBG-funded programs or services. Municipality, its Subrecipients or either of their subcontractors, if any, shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. The provisions of this subdivision IX(E)(7) shall survive expiration or earlier termination of this Agreement.

8. Excessive Force

a. Pursuant to Section 519 of the 1990 HUD Appropriations Act (P.L. 101-140) and Section 906 of the National Affordable Housing Act (NAHA) of 1990 (P.L. 101-625) Municipality and all of its government entity Subrecipients, if any, have adopted and are enforcing:

i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

b. The provisions of this subdivision IX(E)(7) shall survive expiration or earlier termination of this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air, Water and Environmental Review

Municipality shall, and shall cause its subcontractors, subrecipients and their subcontractors, if any, to comply with the following laws and regulations applicable to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. §1857, et seq., 42 U.S.C. 7401- 7671q, and all regulations and guidelines issued thereunder;

2. Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended

4. HUD Environmental Review Procedures (24 C.F.R. Part 58);

5. New York State Environmental Quality Review Act (SEQRA), and all regulations and guidelines issued thereunder. When applicable, the Municipality shall complete SEQRA review and make its findings available to County;

6. All other federal, state, and local laws, regulations, and ordinances applicable to the activities funded under this Agreement.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to agree that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties that include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under six (6). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Municipality agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, (16 U.S.C. §470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

E. Survival

The provisions of this Section X shall survive expiration or earlier termination of this Agreement.

XI. FORCE MAJEURE

A. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of Municipality or County in the performance of this Agreement where non-performance, by exercise of reasonable diligence, cannot be prevented.

B. The affected party shall provide the other party with written notice of any Force Majeure occurrence as soon as the delay is known and shall provide the other party with a written contingency plan to address the Force

Majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the Force Majeure condition continues beyond thirty (30) days, the parties shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives hereunder.

C. Neither County nor Municipality shall be liable to the other for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of causes of such delay or failure shall extend the period for performance to such extent as determined by County and Municipality to be necessary to enable complete performance by County and Municipality if reasonable diligence is exercised after the cause of delay or failure has been removed.

E. Notwithstanding the above, at the discretion of County, where the delay or failure will significantly impair the value of this Agreement to County, County may terminate this Agreement or the portion thereof which is subject to delays in accordance with Section VI(G) of this Agreement.

XII. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division. The provisions of this Section XII shall survive expiration or earlier termination of this Agreement.

XIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York without giving effect to choice of law provisions. Municipality shall render all services under this Agreement in accordance with applicable provisions of all federal, New York State, County and Municipality laws, regulations and policies as are in effect at the time such services are rendered. The provisions of this Section XIII shall survive expiration or earlier termination of this Agreement.

XIV. SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules, Municipality hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Municipality's actual receipt of process or upon County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Municipality must promptly notify County, in writing, of each and every change of address to which service of process can be made. Service by County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service hereunder is complete in which to respond. The provisions of this Section XIV shall survive expiration or earlier termination of this Agreement.

XV. CONFLICTING TERMS

In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof), New York State laws and regulations, and federal laws and regulations the strictest term or condition shall control, unless federal preemption requires otherwise. The provisions of this Section XV shall survive expiration or earlier termination of this Agreement.

XVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect. The provisions of this Section XVI shall survive expiration or earlier termination of this Agreement.

XVII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement. The provisions of this Section XVII shall survive expiration or earlier termination of this Agreement.

XVIII. EXHIBITS

A. As a condition of contract, Municipality shall provide and keep updated, in accordance with the terms of this Agreement, the information required for completion of the following Exhibits:

Exhibit 1:	OCD CDBG Approved Scope of Work and Project Budget
Exhibit 2:	Annual Beneficiary Report [Exhibit 2 is not used if not applicable]
Exhibit 3:	Project Implementation Schedule
Exhibit 4:	CDBG Payment Request – Municipal Voucher
Exhibit 5:	Insurance Certificates and Bonds required by the Agreement
Exhibit 6:	Quarterly Project Progress Report
Exhibit 7:	Council/Board Resolution for Certification of Authority
Exhibit 8:	Fair Housing Resolution
Exhibit 9:	2 CFR Part 200 Contract Requirements

B. The provisions of this Section XVIII shall survive expiration or earlier termination of this Agreement.

XIX. WAIVER

Either party's failure to act with respect to a breach by the other does not waive its right to act with respect to subsequent or similar breaches. The failure of either party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. The provisions of this Section XIX shall survive expiration or earlier termination of this Agreement.

XX. INCORPORATION BY REFERENCE

All County, New York State and federal laws, regulations, policies, and other guidance noted in this Agreement are hereby incorporated by reference in full, all as may have been previously amended from their initial enactment until the date of this Agreement, and all as may be amended in the future. The provisions of this Section XX shall survive expiration or earlier termination of this Agreement.

XXI. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between County and Municipality for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between County and Municipality with respect to this Agreement.

XXIII. AUTHORITY

Each party represents that the signatory has been duly authorized to bind the party by executing this Agreement. Proof of Municipality's authorization is in the attached **Exhibit 7.**

XXIV. SIGNATURES

A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY OF ORANGE

By: _____

Name: Stefan ("Steven") M. Neuhaus

Title: County Executive

VILLAGE OF WARWICK

By: _____

Name: Michael Newhard

Title: Mayor

COUNTY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20___, before me, the undersigned, personally appeared **Stefan ("Steven") M. Neuhaus** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

MUNICIPALITY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20__, before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

MUNICIPALITY

CERTIFICATION OF AUTHORITY

(NOTE: Please also attach an original certified copy of the Council/Board authorizing resolution as Exhibit 7.)

I,_____ ("Clerk") certify that I am the Clerk, of _____

_____ ("Municipality") a municipal corporation duly created pursuant to the laws of New

York State and a party to this Agreement; that _____, who signed
(Name of Chief Executive Executing Agreement)

this Agreement on behalf of Municipality, was at the time of execution the _____
(Title of Chief Executive)

of Municipality; that this Agreement was duly signed for and on behalf of Municipality, as authorized by the

_____; and that such authority is in full force and effect at the date hereof.
(Board or Council)

(Place Municipal Seal Here)

_____
Clerk Signature

CLERK'S ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20 , before me, the undersigned, personally appeared
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ADDENDUM TO THE COUNTY OF ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM MUNICIPAL AGREEMENT FOR FY 2025

This Addendum dated the __ day of _____, **202__,** modifies a "County of Orange Community Development Block Grant Program Municipal Agreement for FY **2025**" dated the __ day of _____, **202__** (the "Agreement"), entered into by the County of Orange (the "County") and the **Village of Warwick** (**the "Municipality"**), as follows:

WHEREAS, pursuant to the Agreement, the Municipality is to receive **$148,420.00** in Community Development Block Grant ("CDBG") monies to perform work relating to a project entitled **Wheeler Avenue ADA Sidewalk Improvements** (the "Project"); and

WHEREAS, the Municipality certifies that the work comprising the Project does not constitute maintenance or repair work which would be an ineligible activity pursuant to applicable HUD regulations, including Title 24 of the Code of Federal Regulations; and

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

1. To the fullest extent permitted by law, the Municipality **s**hall defend, indemnify and hold harmless the County, including its officials and employees, against all claims, losses, damages, liabilities, costs, fees, penalties, fines or expenses arising out of a finding and/or determination that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations.

2. If a finding and/or determination is made that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations, and the County is required to reimburse and/or expend funds as a result of such finding and/or determination, then the Municipality shall pay to the County an amount equal to the amount the County is required to reimburse and/or expend as a result of such finding and/or determination, plus reasonable attorneys' fees.

3. The Municipality shall make such payment to the County within sixty (60) days of receipt of written notice from the County that payment to the County pursuant to this Addendum is required.

4. Such payment shall be made to the County without deduction, defense, setoff, or counterclaim.

5. The Municipality**'s** obligations assumed pursuant to this Addendum shall survive the expiration or

termination of this Agreement.

6. All other terms of the Agreement, except as specifically amended or modified herein, shall remain in full force and effect.

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

County of Orange

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

Village of Warwick

By: _____
Michael Newhard
Mayor

EXHIBIT 1 – Approved Scope of Work and Project Budget

Exhibit 1 is comprised of Wheeler Avenue ADA Sidewalk Improvements Project Budget as approved by OCD.

Municipality: Village of Warwick Federal Tax ID # (EIN): 14-6002491

Unique Entity ID #: E3NPR68YHGZ5 CAGE Code: 64N00

Project CDBG Award: $148,420 Funds committed from other sources: $0

Total Project Cost (CDBG Funds + Other Funds Committed): $148,420

EXHIBIT 1. OCD CDBG PROJECT BUDGET FORM

CONSTRUCTION/INFRASTRUCTURE/ACQUISITION/DEMOLITION PROJECTS

Name of Applicant: *Village of Warwick*

Project Name: *Wheeler Avenue Sidewalk ADA Improvements – Main Street to Cherry & Spring Streets*

Instructions: Please use the following format (or equivalent format in excel) to present the proposed line-item budget. In Column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On the **Budget Narrative Attachment** provide a description of other funds and volunteer and donated services/resources to be used in the project.

Applicant must pay for engineering and/or architectural fees. CDBG funds cannot be requested for these costs and must be paid by the applicant with non-federal sources. Leveraging is NOT required.

A Budget Item	B Calculation	C CDBG Request
DETAIL SCOPE OF WORK AND COST ESTIMATE FOR EACH ITEM		
Mobilization/Demobilization	1 Lump Sum @ $12,000	$12,000
Demolition Work	1 Lump Sum @ $10,000	$10,000
Maintenance & Protection of Traffic	1 Lump Sum @ $5,000	$5,000
*Concrete Sidewalks (4 feet wide)	475 Linear feet @ $85	$40,375
*Concrete Curb	565 Linear feet @ $45	$25,425
*Roadway Asphalt Pavement	1,130 Square feet @ $20	$22,600
*Driveway Asphalt Pavement	432 Square feet @ $10	$4,320
*ADA Drop Curb Landing w/ Detectable Warning Pad	1 Each @ $2,000	$2,000
*Reset Existing Pavers for ADA compliance (Min 4-ft wide)	24 Linear feet @ $200	$4,800
River Rock between Existing stone wall and new Sidewalk (6-in deep)	0 Square feet @ $20.50	$0
Concrete Slabs over Culvert to be Ground Smooth	150 Square feet @ $1.50	$225
2-inch PVC Conduit for sump pump connections	70 Linear feet @ $8	$560
Install ADA Parking signs	2 Each @ $500	$1,000
Restoration (Topsoil, Seed, Mulch)	750 Square feet @ $5	$3,750
Concrete Color Additive for Sidewalk	1,900 Square feet @ $3.35	$6,365
Removal and Replacement of Street Trees	2 Each @ $400	$800
Relocate Steet Sign	2 Each @ $250	$500
ADA Parking and Loading Space Striping	1 Each @ $450	$450
Painted Pedestrian Crosswalk	3 Each @ $1,000	$3,000
Water Curb Stop Valve To Be Relocated	7 Each @ $750	$5,250
*Includes all base & sub-base materials		
BUDGET TOTAL		**$148,420**

EXHIBIT 2

Annual Beneficiary Report for any project which is not eligible based on low-mod area/census data. Use this form for public services, senior centers, etc.
DO NOT use this form for water/sewer/ADA, etc. projects.

REPORT FORM FOR_____
Municipality name and project

Accomplishments	**Unduplicated count**	**Total units of service (optional)**
Total number (Unduplicated)		
INCOME RANGE (NOTE: Senior Centers do not have to report on income of participants)		
Extremely low 0-30%		
V. Low 31-50%		
Moderate 51-80%		
Race - NON-HISPANIC		
White		
Black		
Asian		
American Indian/Alaskan Native		
Multi-racial – American Indian-White		
Asian – White		
Black – White		
American Indian and Black		
Other Multi-Racial		
LATINO/HISPANIC		
White		
Black		
Asian		
American Indian/Alaskan Native		
Multi-racial – American Indian-White		
Asian – White		
Black – White		
American Indian and Black		
Other Multi-Racial		
Single Parent Head of Household: Male:		
Female:		
Persons with Disabilities:		

EXHIBIT 3
ORANGE COUNTY OFFICE OF COMMUNITY DEVELOPMENT
2025 CDBG MUNICIPAL PROGRAM
PROJECT IMPLEMENTATION TIMETABLE

MUNICIPALITY: **Village of Warwick** PROJECT/ACTIVITY NAME: **Wheeler Avenue ADA Sidewalks**

PROJECT IMPLEMENTATION SCHEDULE	
For construction projects, the timeline is provided below. NOTE: OCD must complete the environmental review process before construction can begin on a funded project- a full set of plans and specifications will be required. Projects should be completed by October 31st of 2026.	
Final Engineering/Design/Specifications/Plans Completed and all permits obtained:	Spring 2025
Environmental Review Completed and HUD Authority to Use Grant Funds (AUGF)	Summer 2025
Once the CDBG agreement is executed and the environmental review is complete the municipality will receive a Notice to Proceed from OCD to start construction. Choice limiting actions including contract execution with contractor, acquisition, demolition, rehabilitation, new construction, and site prep, or any other activities that commit to future activities can now happen.	Any time after AUGF is received from HUD
Bid Specs Completed and sent to OCD for approval:	By February 1, 2026
Estimated date of bid opening:	By March 1, 2026
Pre-construction Meeting:	By March 31, 2026
Projected construction starts:	By May 1, 2026
Davis Bacon wages and project eligibility reviewed by Municipality and monitored by OCD	Before, during and at completion of construction
Progress vouchers assembled by Municipality, reviewed for accuracy and completeness, and submitted to OCD for monitoring, approval, and payment to municipality, 10% retainage will be held until completion of project	During and at completion of construction
Construction Completion	By September 2026
All vouchers submitted to OCD with complete documentation including engineers' final inspection of project	September 15, 2026
Date that all funds for projects must be drawn from HUD:	October 31, 2026

EXHIBIT 4

Orange County Office of Community Development
CDBG Payment Request - Municipal Voucher

Submit Payment Request via Email to John Amante JAmante@orangecountygov.com (845) 615-3808

VENDOR/CLAIMANT'S PROJECT CERTIFICATION

As an Official who is authorized to legally bind the non-Federal entity, the undersigned hereby certifies to the County of Orange: "To the best of my knowledge and belief, the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

AUTHORIZED SIGNATURE	**PRINT NAME**
TITLE	**DATE**
Municipality	Project Engineer/Architect
Voucher Contact Person	Phone Number
Address	Email
Project Name and Funding Year	OCD Payment Request Amount $

Check to be sure you have included the following along with this payment request:
_____ Payment Request form (AIA) signed and notarized by Contractor, signed by Engineer
_____ Certified Payrolls Forms (WH-347) signed and notarized by Contractor AND Subcontractors
_____ Any fully executed change orders, if applicable
_____ Self-Employed Contractor/Subcontractor Certification, if applicable
Incomplete and/or incorrect Vouchers will not be processed and will be returned resulting in payment delays.

If Final Payment:
_____ ADA Certification from Engineer, if applicable
_____ Executed Release of Lien
_____ Maintenance Bond/One (1) year guarantee

Force Account Payment Requests Only:
_____ material/equipment purchases only - submit receipts, packing slips, sign vendor invoice "received"
_____ For reimbursement of labor only - submit certified payroll, duty logs and/or schedules, summary sheet indicating number of hours, hourly rate and total amount requested from CDBG and amount to be paid from other sources.

EXHIBIT 5

Exhibit 5 includes the following attached Insurance Certificates:

INSURANCE REQUIREMENTS

New York State and County of Orange have outlined the requirements listed below for all municipal agreements, cooperation agreements and amendments that are executed in connection with the Community Development Block Grant Program (through the office of Community Development).

Important Note: Risk Management Department will not approve any municipal agreement or amendment for signature without the proper insurance certificates. In order to avoid any delays in the implementation of your CDBG project, please submit all insurance certificates in the proper format with your signed Municipal Agreement.

Thank you for your cooperation!

CERTIFICATE OF LIABILITY INSURANCE:

Acceptable certificates will include the following language and shall comply with the limits and terms contained in municipal grant agreements, cooperation agreements or agreement amendments.

a. In the "Description Box" of the Certificate- "The County of Orange", c/o Office of Community Development is named as Additional Insured. The (municipality's name), shall have no right to recovery or subrogation against the County of Orange (including its employees and other agents and agencies)."

b. In the "Certificate Holder" Box of the Certificate- "The County of Orange", c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924

CERTIFICATE OF WORKERS COMPENSATION:

a. Form C-105.2/Form U-26.3 or

b. SI-12 or GSI-105.2

CERTIFICATE OF DISABILITY BENEFITS INSURANCE:

a. Form DB-120.1 or

b. DB-155

WORKERS COMPENSATION AND DISABILITY EXEMPTIONS:

Municipalities exempt from Workers Compensation and/or Disability Benefits Insurance Coverage must submit "Certificate of Attestation of Exemption" Form CE-200.

Please contact your Insurance Agent with any questions on the required forms.

EXHIBIT 6

QUARTERLY PROJECT PROGRESS REPORT
CDBG MUNICIPAL PROGRAM

SUBMIT REPORT TO: Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924
Attn: Inspector

MUNICIPALITY: _____ **SUBRECIPIENT:** _____

PROJECT/ACTIVITY NAME: _____ **FUND YEAR:** _____
(* Please complete a separate report for each open project. Thank you.)

NAME: _____ **DATE REPORT PREPARED:** _____
(of person most familiar with information in this report.)

TELEPHONE #: _____ **E-MAIL:** _____
(of person completing this report) (of person completing this report)

REPORT FOR THE PERIOD OF_____ **, 20____ TO** _____**, 20____**
(Month /Day) ***(Month/Day)***

1. List below the anticipated milestones that were to have been achieved this quarter (reference Exhibit 3):

2. List below the milestones that have been achieved to date, be specific:

3. Provide any updates relevant to the anticipated completion date (Was the projected timeline accurate? Do you anticipate needing an extension? etc.)

EXHIBIT 7

Attached Council/Board Resolution for Certification of Authority

EXHIBIT 8

Attached Municipality Fair Housing Resolution

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

Exhibit F

GOVERNING BODY FAIR HOUSING RESOLUTION

The Village of Warwick supports the Fair Housing Act (42 USC 3601) which prohibits discrimination by direct providers of housing such as landlords and real estate companies as well as other entities, such as municipalities, banks or other lending institutions and homeowners insurance companies whose discriminatory practices make housing unavailable to persons because of: race, color, religion, sex, national origin, nationality, familial status, or disability. This municipality further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, sex, national origin, nationality or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law). Therefore, the Municipal Council does hereby approve the following resolution.

BE IT RESOLVED, that within available resources, the municipality will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate.

BE IT FURTHER RESOLVED, that the municipality shall publicize this resolution and through this publicity shall cause owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law.

BE IT FURTHER RESOLVED, that the municipality will at a minimum include, but not be limited to:

(1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Municipal website and in other social media;
(2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning fair housing.

Approved this 21st day of April, 2025.

ATTEST:

Signature of Authorized Representative

4.24.25
Date

Michael J. Newhard, Mayor
Printed Name of Authorized Representative

(845) 986-2031
Telephone Number

SEAL

EXHIBIT 9

2 CFR Part 200 Contract Requirements for CDBG Contracts (updated November 3, 2025) *

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." **

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200

*** As of the date of this Agreement key changes in 2 CFR Part 200 effective for fiscal years starting on or after October 1, 2024:**

- **Micro-Purchase Threshold: Increased from $10,000 to $15,000.**
- **Simplified Acquisition Threshold (SAT): Increased from $250,000 to $350,000.**

**** On January 21, 2025, President Trump signed Executive Order 14173, entitled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity." The Executive Order 14173 states as one of its purposes to enforce federal civil rights laws "for the benefit of all Americans." As part of the President's directive to "streamline" federal contracting and "require Federal contractors and subcontractors to comply with our civil-rights laws," Executive Order 14173 revoked Executive Order 11246, entitled "Equal Employment Opportunity."**

AGREEMENT FOR REPAYMENT OF WATER AND SEWER CHARGES BETWEEN THE VILLAGE OF WARWICK AND THE OWNER AT 58 McEWEN STREET, WARWICK, NY

Account #501000-0
BILLING CYCLE 1

This Agreement made as of January __, 2026, by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (hereinafter the "Village")

and

58 McEwen Street. Warwick, NY 10990.

WHEREAS the Owner of real property located at 58 Mc, Warwick New York 10990, being also designated as Section 207, Block 5, Lot 41 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 FIVE HUNDRED AND ONE DOLLARS WITH TWENTY FIVE CENTS ($501.25) 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 $501.25 is currently due and payable; and

2. The Owner agrees to pay the said in **quarterly installments of $41.77** 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 $17.72 and water

installment of $24.02 for the payment of the $41.77 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 **$41.77**(constituting the sewer installment of $17.72 and the water installment of $24.02) 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 1st day of the month in the months of February, May, August and November. Bills will be due by the 1st day of the month in the months of March, June, September, and December.

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 58 McEwen St..

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 relevied 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

STATE OF NEW YORK)
) S.S.:
COUNTY OF ORANGE)

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.

Notary Public

STATE OF NEW YORK)
) S.S.:
COUNTY OF ORANGE)

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.

Notary Public

STATE OF NEW YORK)
) S.S.:
COUNTY OF ORANGE)

Warwick Valley
Community Center

From: Warwick Valley Community Center

January 13, 2026

Dear Mayor Newhard and the Village Board of Trustees,

I am pleased to announce that Warwick Cares Mental Health Initiatives will celebrate our 4th Annual Mental Health Month Awareness Celebration event. It will be held on Saturday, May 16, 2026, from 12-4 PM. on the Railroad Green in Warwick, NY. There will be organizations, vendors, speakers and performers.

We would like to request the road closure of railroad ave. We are scheduled to begin set up at 10:00pm, so we leave road closure time to the towns discretion. We also request "no parking" meter bags for the parking spots along the street. If partial street closure, we would like to request 20 tables and 40 chairs. If full street closure - 35 tables and 70 chairs.

Sincerely,
Karen Thomas, Director, Warwick Valley Community Center

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

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

VILLAGE OF WARWICK

INCORPORATED 1867

Facility Use Request Form
For Gatherings of Less Than 200 People

ONLY USE THIS FORM IF YOUR EVENT WILL HAVE 200 PEOPLE OR LESS

Date Request Submitted: _____

Title of Event: May Mental Health Month Awareness

Purpose of Event: Awareness, Resources, Information, Vendors, Prevention

SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY

☑ Railroad Green ☐ Stanley-Deming Park ☐ Lewis Woodlands

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

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

Village of Warwick Streets: Railroad Ave

SECTION 2: DATE AND TIME REQUESTED

Date(s) Requested: 5/16/2026 Rain Date Requested: 5/17/2026

Arrival Time: 10:00am Departure Time: 5:00pm

Event Start Time: 12:00pm Event End Time: 4:00pm

SECTION 3: APPLICANT INFORMATION

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

Applicant's Name/Responsible Party: Karen Thomas - Warwick Community Bandwagon, Inc.
**Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: 11 Hamilton Ave Warwick NY 10990

Email Address: Karent.WCC@gmail.com Cell Phone: 845-324-5743

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

Name of Organization (if Applicable): Warwick Community Bandwagon, Inc.

Name of Organization's Director(s)/Officer(s): Karen Thomas

Organization's Phone: 845-986-6422 Email Address: Karent.WCC@gmail.com

Mailing Address of Organization: 11 Hamilton Ave, Warwick NY 10990

Physical Address of Oraganization: 11 Hamilton Ave, Warwick NY 10990

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: _____

Please explain the parking plan for the event: municipal / street

WILL YOUR EVENT INCLUDE:	**CHECK YES OR NO**
Greater than 200 people at any given time ***If yes, DO NOT complete this form.*** *Please complete form:* FACILITY USE PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE	**Yes**____ **No**✓
Music / Loudspeakers / Sound System *If yes, explain:* speakers ; music *Location of Music/Loud Speakers/ Sounds System:* Green	**Yes**✓ **No**____
Parade, walk, road race, etc. *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.*	**Yes**____ **No**✓
Tent(s) *Include a map detailing the placement of the tent(s).* *Date & time tent will be set up:* 10:00 am *Date & time tent will be removed:* 4:00 pm	**Yes**✓ **No**____

RVs, Campers, Food Trucks, etc. *If yes, explain:*_____	Yes____ No ✓
Admission Fee to Be Charged *If yes, please list the admission fee:*_____	Yes____ No ✓
Alcohol *Host Liquor Liability Insurance is required.*	Yes____ No ✓
Food will be served or sold *If yes, explain the method of food distribution and disposal of trash:* _____ _____ **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.*	Yes____ No ✓
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. *If yes, explain:*_____ *Additional contract(s) and/or insurance is required.*	Yes____ No ✓
Animals: (Example, horses, pony rides, petting zoo, etc.) *If yes, explain:*_____	Yes____ No ✓
Portable Toilets *Placement of portable toilets must be detailed on the map that is required with the application.*	Yes ✓ No____
Other *Please explain:*_____	Yes____ No ✓

SPECIAL REQUESTS:

	CHECK YES OR NO
Road Closure *List road(s):* Railroad Ave *Closed between the hours of* 12:00 pm *and* 4:00 pm *Number of 'No Parking' meter bags requested, if applicable:*_____	Yes ✓ No____
Use of Village-owned tables and chairs *Veterans Memorial Park Pavilion Only. No. of Tables*____ *No. of Chairs*____	Yes ✓ No____
Use of Electricity	Yes ✓ No____
Memorial Park Field Lights - The Daniel Prial Field/Football Field *Additional fee required for use of field lights.*	Yes____ No ✓

Use of Memorial Park Pavilion Lights	**Yes**____ **No** ✓
Use of Village of Warwick Restrooms *Memorial Park and Stanley Deming Park only.*	**Yes**____ **No** ✓
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 Field Lights -
The Daniel Prial Field / Football Field (circle one) - $10 per day or $300 per season

□ $200 Security Deposit - (***Must be a Separate Payment)***
TOTAL FEES: $_____ (excluding security deposit)

SECTION 6: INDEMNITY & HOLD HARMLESS

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of Warwick Community Bandwagon, Inc (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 Community Bandwagon, Inc. (Name Organization).

Karen Thomas
Printed Name of Applicant/Responsible Party

Karen Thomas
Signature of Applicant/Responsible Party

1-13-2026
Date

Office Use Only:

Security Deposit Check #____	Certificate of Insurance ____	Host Liquor Liability ____
Fees Received ____	Park Map(s) ____	Police Dept. Approval ____
DPW Pre-Approval ____	Facility Use Calendar ____	Parade Calendar ____

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

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.

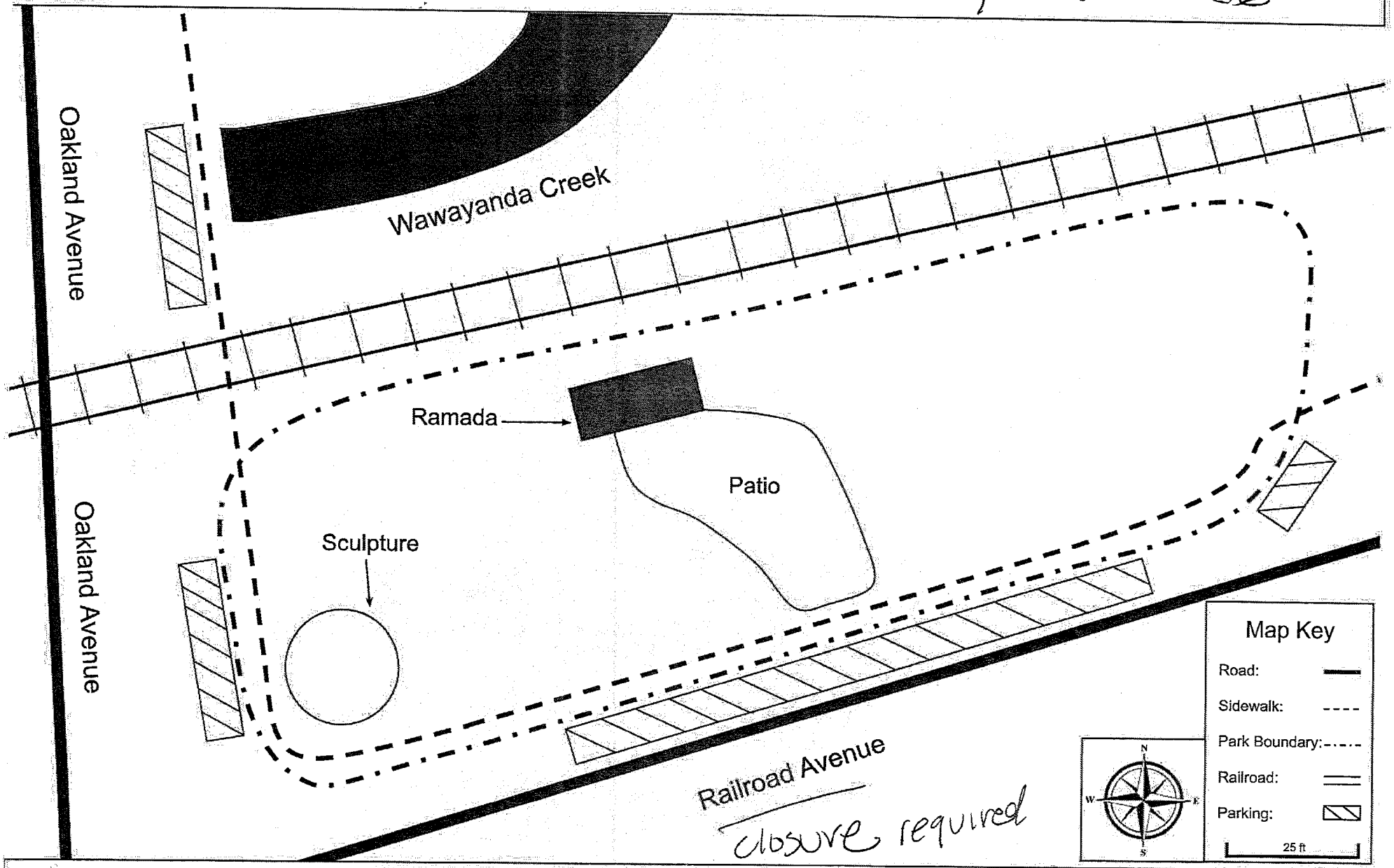
I have read and understand the Facilities Use Requirements:

Karen Thomas
Printed Name of Applicant/Responsible Party

Karen Thomas
Signature of Applicant/Responsible Party

Date 1-13-2026

May 16, 2026 RAIN DATE May 17, 2026



Railroad Green Park Village of Warwick 2024

LaBella
Powered by partnership.

January 15, 2026

Re: Environmental Investigation Proposal
Mr. Michael J. Newhard
Mayor's Office
Village Hall
77 Main Street
PO Box 369 Warwick, NY 10990
Labella Proposal P2601155

Dear Mayor Newhard:

INTRODUCTION

LaBella Associates, D.P.C. (LaBella) is pleased to submit this proposal to conduct an Environmental Investigation at the energy storage developer Convergent Energy & Power's Church Street Battery Storage Facility at 28 Church Street in Warwick, New York.

SITE DESCRIPTION

The facility is located on private property within a Light Industrial District and received land use approval in 2021. The lithium-ion phosphate battery units on site are intended to supply electrical backup to the grid during peak or emergency energy needs. The Battery Energy Storage System (BESS) facility is in the rear of a commercial business park with paved roadways leading to the site. The front of the site is open to the building and the sides and rear are abutted with wooded areas. Approximately 150 feet south from the BESS site is a set of train tracks that appear to be active. The Wawayanda Creek is approximately 250 feet south of the site.

The site is completely fenced in and contains multiple BESS containers and auxiliary equipment. All BESS containers are on concrete pads surrounded by associated equipment. Within the fence enclosure, there are a total of four (4) BESS units. All four (4) units are Powin Stack360 containers.

Although the groundwater flow direction and depth are unknown, a review of the local geomorphology indicates that groundwater direction is likely to the south/southeast towards Wawayanda Creek. Therefore, we recommend additional samples be collected south and east of the BESS site. The groundwater depth is estimated to be 15-20 feet (ft) below ground surface (bgs) based on a review of local wells.

PURPOSE OF INVESTIGATION

On December 19, 2025, a fire occurred at the facility. A fire alarm was activated at the BESS facility, triggering an emergency response plan. For fire protection, the unit had an "integrated Fire Detection System (FDS)" with a Stat-X aerosol solution that is pre-piped for distribution in the container. There was a combination of smoke and heat heads that were on separate zones going to a fire alarm system that was monitored by Convergent Control Center.

The fire was confined to one container, and there were no reported injuries. Orange County Hazmat began providing continuous air monitoring at the site at the start of the event. Hydrogen cyanide reached a level of 0.5 parts per million near the facility during the fire. This is about half of the federal

safety limit. Downwind monitoring sites registered zero readings. Monitoring persisted until December 22, 2025, as battery temperatures dropped and cleanup and investigation efforts commenced.

Two additional fire events occurred at the site on June 26 and June 27, 2023. The fire department responded and provided support for the battery fires.

The purpose of this Environmental Investigation is to conduct environmental testing to determine the potential environmental impacts of these fires.

POTENTIAL SOURCES OF CONTAMINATION

Potential sources of contamination from this fire are the batteries and any chemicals from the fire suppression system.

As previously mentioned, the fire suppression system consisted of a Stat-X aerosol solution. The solution produces an aerosol of ultra-fine particles (mostly potassium salts) that interrupts fire propagation. These particles dilute rapidly in the atmosphere. Although some aerosol may settle on surfaces, these particles are mainly inert potassium salts and are not classified as toxic pollutants under common environmental reporting thresholds. Because the particles are mostly inorganic salts, they're similar to naturally occurring soil minerals. If these materials were to migrate to soil or water, they would behave comparably to other common salts – generally low environmental hazard at typical concentrations.

The other potential sources of contamination are the lithium-ion phosphate (LFP) batteries. During the fire suppression some material from these batteries could have impacted surrounding soil and groundwater. During thermal combustion, LFP battery fires can emit:

- Hydrogen fluoride (HF) – highly toxic, corrosive, environmentally damaging
- Carbon monoxide (CO)
- Hydrogen cyanide (HCN) (lower than cobalt/nickel batteries, but possible)
- Phosphorus-containing compounds (from electrolyte breakdown)

In addition, battery fires can produce ultrafine and particulate matter containing:

- Lithium compounds
- Fluorides
- Metal oxides (iron, copper, aluminum)
- Carbonaceous soot

Post-fire residues that may impact soil and groundwater include:

- Fluoride salts
- Lithium compounds
- Burned plastics and binders
- Metal particulates

In conclusion, although the fire suppression aerosol is not a potential source of contamination, residues from the LFP batteries could be a source of contamination. Therefore, this investigation will concentrate on contaminants associated with LFP batteries that include:

- Electrolyte breakdown products
- Fluorides
- Metals
- Combustion residues.

SCOPE OF SERVICES

This Environmental Investigation will include the following activities:

1. Development of a Workplan
2. Geophysical Investigation
3. Soil Sampling and Analyses
4. Groundwater Sampling and Analyses
5. Reporting

TASK 1 –WORKPLAN

This workplan was developed to assess the potential presence of hazardous substances and help determine the type(s), extent, and magnitude of contamination.

TASK 2 – GEOPHYSICAL INVESTIGATION

A focused geophysical survey will be performed to identify any subsurface anomalies including underground storage tanks (USTs) and utilities. This will be accomplished by conducting a ground-penetrating radar (GPR) survey using a GPR unit configured to transmit to a depth of approximately 10 ft bgs. The GPR will also be used to clear locations for the advancement of soil borings.

TASK 3 – SOIL SAMPLING AND ANALYSES

Soil samples will be collected at six (6) locations as shown on **Figure 1.**

Surface Soil Sampling
Six (6) surface soil samples will be collected at the locations shown in **Figure 1.** These samples will be collected from 0-0.5 ft bgs. All samples will be field screened using a photoionization detector (PID) meter and observed for visual staining.

Subsurface Soil Sampling
Six (6) soil borings will be advanced using direct-push technology (DPT) at the locations shown in **Figure 1.** These borings will be advanced to a maximum depth of 20 ft. bgs below the existing grade or until groundwater is encountered, whichever is shallower. Continuous sampling will be conducted at the soil boring locations. All samples will be field screened using PID meter and observed for visual staining.

The depth of subsurface soil samples collected for analysis will be dependent upon the observance of potentially contaminated soil as indicated by staining, odors, or elevated PID readings. If no positive detection is observed, a composite subsurface soil sample will be collected from 15-20 ft. bgs depth interval or at the soil-groundwater interface.

Investigative Derived Waste
All soil cuttings will be containerized in 55-gallon drums on-site. Once all borings have been advanced, LaBella will collect a representative sample from the soil cuttings and analyze it for the constituents listed below. Once the laboratory analysis results from the soil characterization sample have been released, LaBella will coordinate drum removal and proper off-site disposal with a licensed environmental contractor.

Soil Sample Analysis
All soil samples will be submitted to a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) approved laboratory for analysis. Samples will be analyzed for:

- Fluoride in accordance with U.S. Environmental Protection Agency (EPA) Method 9056A
- Soil pH by EPA Method 9045B
- Metals by EPA Method 6010D
- Phosphate by EPA Method 365.1
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270D

TASK 4 – GROUNDWATER SAMPLING AND ANALYSES

Groundwater samples will be collected at six (6) locations as shown in **Figure 1**.

Groundwater Sampling
Six (6) groundwater samples will be collected at the locations shown in **Figure 1** if groundwater is encountered in the soil boring. Once the exploratory soil borings are complete and soil samples collected, a 1-inch diameter temporary groundwater monitoring well will be installed at each boring location to intersect the groundwater table and facilitate groundwater sample collection.

Investigative Derived Waste
All purged groundwater and decontamination water will be containerized in 55-gallon drums on-site. Once all groundwater samples have been collected, LaBella will collect a representative sample from the water and analyze it for the constituents listed below. Once the laboratory analysis results from the water characterization sample have been released, LaBella will coordinate drum removal and proper off-site disposal with a licensed environmental contractor. After groundwater sampling is complete, the temporary well points will be removed, and the boreholes will be backfilled using a bentonite slurry and/or native soils.

Groundwater Sample Analysis
All groundwater samples will be submitted to a New York State Department of Health (NYSDOH) Environmental Laboratory Approval Program (ELAP) approved laboratory for analysis. Samples will be analyzed for:

- Fluoride by EPA Method 300.0
- pH by EPA Method 150.1
- Metals by EPA Method 6010D
- Alkalinity by EPA Method 310.1
- SVOCs by EPA Method 8270D

TASK 5 – REPORTING

LaBella will prepare and submit a Sampling and Analysis Report. This report will include:

- Results of the GPR Survey
- Sample locations
- Description of field observations and sampling methodology
- Copy of laboratory analysis reports and associated sample custody documentation
- Discussion of findings

LaBella will distribute the report as directed by the client. The Report will be distributed to the client by email, unless otherwise directed.

ASSUMPTIONS

The proposed scope of services and cost are based on the following assumptions:

- The GPR survey will take one day to complete.
- The soil and groundwater sampling will take two days to complete.
- All soil and water will be non-hazardous.

OPINION OF PROBABLE COSTS

Total Estimated Project Cost:	$ 24,600.00

SCHEDULE

LaBella Associates is prepared to schedule the work following receipt of the signed Professional Services Agreement.

LIMITATION OF LIABILITY

You agree to the fullest extent permitted by law, that LaBella Associates, D.P.C.'s total liability to you for any and all damages arising out of or in any way related to the Site or this engagement, which results from anything which LaBella may in good faith do or refrain from doing in connection herewith, except to the extent that such damages arise from its own willful misconduct, shall not exceed $1,000,000.00. LaBella maintains professional liability insurance in the amount of $1,000,000.00 per occurrence.

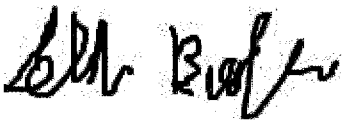
ACCEPTANCE

The General Conditions for Professional Services are attached and form a part of this Agreement. If the terms and conditions of this agreement are acceptable, please execute the attached Professional Services Agreement by signing the acknowledgment and returning it to our office. This will serve as our agreement for the proposed services.

We appreciate the opportunity to serve your professional environmental consulting needs and look forward to working with you toward the successful completion of this project. If you have any questions, please do not hesitate to contact me at 518-314-1238 or 801-891-4238.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.



Jeff Bigelow, P.G.
Senior Project Manager

Attachment: Figure 1 – Proposed Sample Locations

LaBella
Powered by partnership

28 Church Street Warwick, NY
Environmental Investigation
Proposal

N

LaBella Proposal No:
2601155

Date: January 14, 2026

Proposed Sampling Locations

FIGURE 1

Agreement To Provide Services

Agreement made the day and year first above written between

LaBella Associates, D.P.C.
5 McCrea Hill Road
Ballston Spa, NY 12020
("LaBella")

and

Village of Warwick
77 Main Street
PO Box 369
Warwick, NY 10990
("Client")

for services related to the following Project:
Environmental Investigation
28 Church Street, Warwick, New York
LaBella Proposal No. P2601155
Services to be rendered are described in the attached proposal
dated January 15, 2026 attached hereto as Schedule "A" ("Proposal").

The Attached General Conditions for Services Are Acknowledged By Signing Below:

LaBella Associates, D.P.C.		**Village of Warwick**	
By:	_____	By:	_____
Title	_____	Title	_____
Date:	_____	Date	_____

General Conditions For Services

1. DEFINITIONS

Condition: means the circumstance, event or characteristic which requires the Scope of Work, including actual or threatened environmental impairment.

Scope of Work: means those actions, identified by Client and LaBella, reasonably necessary to mitigate, clean up and/or provide corrective actions intended to limit the occurrence or spread of the Condition(s) that are the basis of this Agreement.

Work Site: means the location(s) noted in the Scope of Work and subsequent Change Orders where Scope of Work services are to be performed.

Change Order: means a written order between Client and LaBella, issued during or after execution of the Scope of Work, which authorizes a change in the Scope of Work and/or contract time and/or amount owed to LaBella.

Additional Services: means work or services required, including quantities of materials generated at or required to be incorporated into or at the Work Site, but not included within Scope of Work and/or not initially contemplated by the Agreement between Client and LaBella, whether submitted in a Change Order or not.

Subsurface Structure: means any object, structure, facility or feature (including but not limited to utilities, pipes, wires, tanks, foundations, footings, etc.) located in whole or in part below existing grades.

Generator of Waste: means the Owner or Operator of the Work Site responsible for the generation of Waste.

Waste: means solid, liquid, medical, radioactive, hazardous, and any other waste relative to the Work Site including equipment wash waste.

Owner/Operator: means any owner or operator of the Work Site where Waste is being generated from the Scope of Work.

2. AGREEMENT

This agreement shall be binding on LaBella only when duly executed and returned to the offices of LaBella, together with any retainer fees required, within a period of thirty (30) calendar days from the date of the Proposal.

3. INVOICES

LaBella shall submit to the Client periodic invoices for Services and Reimbursable Expenses, as those terms are defined in the Proposal.

Client shall make all payments due to LaBella for Services and Reimbursable Expenses within ten (10) calendar days of the invoice date. In addition, Client agrees to review invoices and report in writing all discrepancies or disputes to LaBella within five (5) calendar days of the invoice date. An additional charge of 1.5% of an invoice may be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date.

Client agrees to reimburse LaBella for all court costs, collection service costs, disbursements and reasonable attorneys' fees incurred by LaBella in the collection of any outstanding invoices.

4. STANDARD OF CARE

Services provided by LaBella under this Agreement will be performed in accordance with the Scope of Work agreed to, and in a manner consistent with that level of skill and competence ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. LaBella makes no other express or implied representation, guarantee or warranty.

5. OWNERSHIP

All reports, plans, specifications, calculations and other documents prepared by LaBella as instruments of service shall remain the property of LaBella. Client agrees that reuse of documents on extension of the Project or other projects is prohibited.

6. COMPLIANCE WITH LAW

LaBella shall comply with those federal, state and local laws, codes, standards, statutes, and regulations applicable at the time LaBella prepared the Scope of Work. This provision does not absolve Client from complying with all applicable federal, state and local environmental laws, codes, standards, statutes, and regulations, including but not limited to any legal obligation applicable to or imposed upon Client to notify and/or confer with governmental or public agencies. In the event that LaBella becomes aware of any changes in such laws, statutes, standards, statutes, or regulations, and if LaBella reasonably believes such changes affect the Scope of Work, LaBella shall inform Client of such changes and the impact abiding by them may have on Scope of Work already performed or to be performed, the fees and costs involved, and scheduling. If either Client or LaBella believes a change requires re-negotiation of this Agreement, both Client and LaBella shall negotiate promptly and in good faith. If a re-negotiated Agreement cannot be developed, Client shall give LaBella the right to terminate this Agreement without penalty or cause. Client shall, to the fullest extent permitted by law, waive any claim against LaBella arising from LaBella's alleged failure to abide by federal, state or local laws, codes, standards, statutes, or regulations that were not in effect or publicly announced at the time LaBella otherwise would have incorporated their intent into LaBella's services.

7. FINES

Client shall pay any fines, penalties or other sums resulting from violation of, or failure to comply with any laws, codes, standards, statutes, regulations, or administrative or judicial order, unless otherwise provided in the Scope of Work.

8. CLIENT REPRESENTATIONS

Client shall provide all criteria and information about the Work Site, including Client's requirements for the project, any Conditions, present and past activities engaged in, and the substances and materials known or likely to be encountered; designate any persons to act with authority of Client and provide LaBella continuing access to Client or Client's representative; Client or Client's representative shall examine and respond promptly to LaBella's inquiries and submissions.

9. WASTE GENERATOR INFORMATION

Client agrees to cause to be properly executed the documentation as necessary to characterize, transport, and dispose of any Waste relative to the Project and or the Work Site prior to the time of shipment and/or loading of any Waste relative to the Project.

Notwithstanding anything to the contrary contained in this Agreement Client agrees to defend indemnify and hold LaBella harmless from any and all liabilities, taxes, or costs relating to the Waste.

General Conditions For Services

10. DISCOVERY OF UNANTICIPATED CONDITIONS

If during the performance of Scope of Work, LaBella discovers,

A.) Subsurface or other latent physical conditions at the Work Site which differ materially from those indicated in this Agreement; or

B.) Unknown physical conditions at the Work Site, including but not limited to any non-hazardous or hazardous materials and/or substances, which differ materially from those ordinarily encountered or could not have been reasonably anticipated at the commencement of this Agreement, Additional Services may be required. LaBella shall notify Client as soon as is practically possible. LaBella and Client agree that the discovery of such latent, unknown, or unanticipated conditions, materials or substances constitutes a changed condition requiring a re-negotiation or termination of this Agreement.

Both Client and LaBella agree to negotiate promptly and in good faith. If a re-negotiated Scope of Work cannot be developed, Client shall give LaBella the right to terminate this Agreement without penalty or cause. In the event of a termination, LaBella shall be paid for all Scope of Work items performed up to the termination date.

11. EXTENSION OF TIME

Except as otherwise expressly provided in the Agreement, if LaBella, through causes, conditions, or events beyond its control, has been delayed in the performing of Scope of Work, and as a result will be unable to complete the Scope of Work fully and satisfactorily within the time fixed therefore, LaBella will be granted an appropriate extension of time by Client pursuant to a Change Order negotiated by Client and LaBella in good faith.

12. SUBSURFACE STRUCTURES

Client will furnish to LaBella any and all information available identifying the type and location of Subsurface Structures at the Work Site. LaBella will use reasonable diligence to identify and contact the local Underground Facilities Protective Organization or equivalent for the same purposes described herein prior to commencement of any drilling or other excavation. LaBella is <u>not</u> responsible for any Losses from, Damage to, or Loss of use of, any Subsurface Structure not accurately located and/or not identified by Client or others as requiring special protection. LaBella's only obligation with respect to Subsurface Structures is to use reasonable care under the circumstances when excavating in or near locations identified by Client or the local Underground Facilities Protective Organization or equivalent, if any. Client agrees that LaBella shall not be responsible for any repairs beyond what is required to return the Subsurface Structure to operating condition.

13. CROSS-CONTAMINATION

Client acknowledges and understands that sampling may result in unavoidable cross-contamination of certain subsurface areas, such as aquifers, underground streams, or other hydrous bodies not previously contaminated. Because LaBella cannot totally eliminate the risk despite the use of due and reasonable care, and because sampling is an essential element of LaBella's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against LaBella arising from cross-contamination allegedly caused by LaBella sampling.

14. INDEMNITY

LaBella shall, to the fullest extent permitted by law, indemnify and hold harmless Client from any claim or liability for injury, damage and/or loss but only to the extent caused by LaBella's willful misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.

Client shall reimburse LaBella for any and all expenses incurred by LaBella in defense of any such claim, including but not limited to reasonable attorneys' fees and expenses incurred in the preparation of documents and testimony by LaBella, when such expenses are not necessitated by a claim of LaBella's willful misconduct, negligent acts, errors or omissions, violations of law, or breach of this Agreement.

The Client agrees that LaBella's financial responsibility for any and all injury, claims, losses, liabilities, expenses, or damages whatsoever arising out of or in any way relating to the Project from any cause or causes, including without limitation, negligence, errors, omissions, strict liability, breach of contract or warranty, shall not exceed the amount payable under this agreement.

In addition, the Client agrees that to the fullest extent permitted by law, neither LaBella nor its consultants, agents or employees shall be liable to the Client for any special, indirect or consequential damages whatsoever, whether caused by negligence, errors, omission, strict liability, breach of contract, warrants or any other cause or causes.

15. INSURANCE

Client shall require any party hired by Client to provide services or materials at the Work Site to provide LaBella with a certificate of insurance naming LaBella as an additional insured on their policies of automobile, general liability and excess liability insurance.

16. ACCESS

Client hereby grants a License to LaBella to Client's property (including utilities located thereon) for the purposes related to this Agreement. Client further grants to LaBella a right of way to and over Client's property. Client's License to LaBella survives termination of this Agreement for any reason and such License shall continue for a reasonable period of time for the purpose of allowing LaBella to remove its equipment and all other property from the Work Site.

If Client does not own the property that is the subject of this agreement, then Client shall arrange for the property owner to grant LaBella access to the property in accordance with this section. Client shall indemnify and hold harmless LaBella for all claims, liability, damages, and/or losses due to Client's failure to secure such site access.

17. MODIFICATION

Except where otherwise provided in this agreement, no terms, conditions, Change Orders or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing signed by representatives of both parties authorized to amend this Agreement. In the case of emergency situations or the performance of Additional Services however, oral modifications mutually agreed to by Client and LaBella shall be binding and effective against all parties up and until such modifications are subsequently memorialized in a written Change Order or other writing. Failure of Client or Client's authorized representative to sign and submit such Change Order or writing to LaBella shall not negate or otherwise affect the validity or enforceability of such oral modifications.

18. NO WAIVER

No waiver by LaBella or the Client of any breach of any term or condition in this Agreement shall operate as a waiver of any subsequent breach of any other term or condition of this Agreement.

19. FORCE MAJEURE

Client and LaBella shall hold each other harmless from all Claims, Losses, costs, damages and expenses that result from an occurrence or by any cause beyond the other party's reasonable control, including but not limited to, all delays caused by Client, labor disputes, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, governmental restrictions, regulations or controls, inability to obtain any materials or services, fire or other casualties, or acts of God/Nature.

20. SEVERABILITY

If any aspect, section, portion or subsection of this Agreement shall be determined to be unenforceable or invalid, it shall not affect the remainder of this Agreement, which shall be and remain binding and effective as against all parties.

21. CHOICE OF LAW

This Agreement shall be governed by the laws of the State of New York. The parties agree that the exclusive jurisdiction for all actions or claims which may arise under, in relation to, or as a result of this Agreement, or its termination, shall be in the state and/or federal courts located in Monroe County, New York.

22. ASSIGNMENT

No assignment of rights or delegation of duties, in whole or in part, may be permitted by either party without the prior written consent of the other party, provided that LaBella may engage such subcontractors to assist LaBella as LaBella deems necessary and appropriate, to be determined in LaBella's sole discretion.

23. NOTICE OF CLAIM

A.) As a condition precedent to the commencement of any action or special proceeding against LaBella, Client shall provide LaBella with a written notice of claim specifying the grounds upon which the claim will be based. In addition, such notice shall: (i) reasonably identify the contract; (ii) identify the date, duration, and nature of any breach or default, actual or suspected, including the nature of any damage, injury, and/or loss; and (iii) estimate or state the damage amount and how it was calculated. After such notice of claim is served and prior to the commencement of any action or special proceeding against LaBella, Client will give LaBella two (2) business days in which to correct or diligently commence and pursue correction or cure of such breach or default described in the notice of claim.

B.) If any claim is made or legal action or proceeding is commenced concerning issues arising out of the performance or nonperformance of this Agreement by either party against the other, the non-prevailing party will pay the prevailing party's expenses of litigation, including reasonable attorneys' fees. If either party fails to promptly pay the other's invoiced costs and expenses, the non-prevailing party agrees to pay the prevailing party's reasonable collection expenses, including attorneys' fees. This provision shall have no applicability or binding effect if such legal action or proceeding is resolved by means of settlement.

24. REMEDIES

If Client fails to make any payment when due to LaBella for Services and/or Reimbursable Expenses, or in the event of a delay in excess of forty-five (45) days, or if Client breaches any provision of this Agreement, then LaBella may, at its option, after giving five (5) calendar days written notice to the Client, suspend the performing of Services or terminate this Agreement without recourse to LaBella for any damages due to termination or suspension. In the event of termination or suspension, LaBella shall be paid for all Services, performed to the date of termination or suspension based on standard hourly rates, Reimbursable Expenses, plus reasonable termination or suspension expenses.

Termination expenses include expenses directly attributable to termination for which LaBella is not otherwise compensated.

25. ENTIRE AGREEMENT

This Agreement along with any signed written amendments constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, understandings and writings whether oral or written between the parties relating to the subject matter of this Agreement. There are no oral agreements in connection with this Agreement.

26. DISPUTE RESOLUTION

In the event of any claims and disputes arising out of or related to this Agreement the Parties agree that they will first try to resolve the claim or dispute through good-faith negotiation. If the Parties are not able to resolve the claim or dispute through such good-faith negotiation then the matter shall be submitted to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If the Parties are still unable to resolve the claim or dispute, then the matter shall be submitted to a court of competent jurisdiction.

27. REPAIR OF WORK SITE

Unless otherwise indicated in the scope of work it is understood that LaBella will backfill bore holes and test pits with native materials, cold patch mix, or topsoil. LaBella does not guarantee the performance of patching materials. Concrete repairs, structural backfill, and compaction of excavations are not included. Detailed site restoration can be completed to the Client's specifications as an additional service. It is further understood that settling of these areas is common and that maintenance of these areas are the responsibility of the Client.

NYS Department of State (DOS) - Local Government Efficiency (LGE) Grant Program FY26

Deadline: The following is a breakdown of important dates related to this program

- December 8, 2025Application Opens
- December 17, 2025 at 2:00 PMWebinar (Optional)
- December 18, 2025 at 7:00 PMWebinar (Optional)
- December 24, 2025Questions Deadline
- January 6, 2026Answers Posted
- January 21, 2026Deadline to Inform Millennium of Intent to Apply
- February 4, 2026 4:00 PMApplication Deadline

Amount: The following is a breakdown of information related to program funding

- $8,000,000 total funding
- Planning Grants:
  - $800,000 total funding
  - Planning Grant
    - $600,000 total funding
    - $100,000 maximum award per consortium
    - $20,000 maximum award per local government
    - 50% match required (cash only)
  - Qualification Grant
    - $200,000 total funding
    - $25,000 maximum award per Regional Planning Board or County
    - 50% match required (cash only)
- Implementation Grants:
  - $7,200,000 total funding

    - $1,250,000 maximum award per consortium
    - $250,000 maximum award per local government
    - 10% match required (cash only)
- 60-month project period

Please note: For Regional Projects, 80% of Planning Grant matching funds can be applied to the Implementation Grant match if the project proceeds to implementation. Fudning will be distributed on a reimbursement basis.

Eligible Applicants: The following entities are eligible to apply for funding through this program

- Municipalities
- Counties
- School Districts
- Fire Districts
- Libraries
- Special Improvement Districts
- Water and Sewer Authorities
- Regional Planning and Development Boards
- Boards of Cooperative Educational Services (BOCES)

Please note: To apply for the Local Government Efficiency Grant Program, at least two local government entities are required to collaborate as applicants for funding assistance. For Regional Projects, the lead applicant must be either a Regional Planning Board or an Eligible County, which requires four or more co-applicants.

Overview: Through the Local Government Efficiency (LGE) Grant Program, the NYS DOS supports communities to expand or develop new local service delivery initiatives that will reduce the cost of current or future municipal operations and incorporate enhanced technologies and

processes to modernize the delivery of local services. Priority Points will be given to: Regional Projects; Regional or Local Projects being implemented as part of a previous LGE planning grant or that was included in a Countywide Shared Services Initiative (CWSSI) plan. Local Government Efficiency Grants may be used to cover costs integral to project implementation, including, but not limited to:

- Legal and consultant services;
- Capital improvements and equipment; and
- Transitional personnel costs not to exceed three years.

Eligible funding categories include:

- Regional Projects that include those developed in cooperation with Regional Planning Boards and counties with four or more Co-Applicants (Eligible Counties);
- Local Projects that do not have a Regional Planning Board or Eligible County as a Lead Applicant; and
- Qualification Grants that help Regional Planning Boards and Eligible Counties evaluate and develop a project that may be proposed for the next round of the LGE program.

Priority consideration is given to applicants addressing the following:

- Information technology services (ITS) and cybersecurity;
- Emergency services;
- Countywide or multi-government code enforcement and planning;
- Water and wastewater management systems; and
- Clean energy initiatives (Target Functions).

Past Recipients: The following entities have previously received funding through this program

- (2025) Town of Hunter, NY: Town of Hunter partnering with Greene

County, The Villages of Hunter and Tannersville, and the Hunter-Tannersville Central School District: Mountaintop Community and Municipal Services Center ($1,250,000)

- (2025) Town of Carmel, NY: The Town of Carmel partnering with the Bedford, Bronxville, Eastchester, Mamaroneck, and Ossining Police Departments: Shared Police Communications Software ($1,200,000)
- (2025) Orleans County, NY: Orleans County EMS Study ($52,859)

Please note: A link to a full list of past recipients for FY25 is available here.

Application Delivery: The below information is intended to assist with program submission details

- Primary Program Contact:
  - New York State Department of State
  - (518) 473-3355
  - LGEprogram@dos.ny.gov
- Application Submission:
  - Submit application via CFA portal.
- Applicants must first complete the following steps before submitting an application:
  - Questions must be sent to lgeprogram@dos.ny.gov by December 24, 2025. Responses to questions will be posted on January 6, 2026.
  - Municipal resolutions, cooperative or contractual agreements, intermunicipal agreements, or other documents executed to implement the project that illustrate local support and capacity to implement the project.
  - An optional webinar will be held on December 17, 2025 at 2:00 PM. Register here.
  - An optional webinar will be held on December 18, 2025 at 7:00

PM. Register here.

- Additional information or resources to assist with application development:
  - Notice of Funding Opportunity

Additional Information: Visit Here for Further Guidance

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

Building and Planning Department

Escrow Release Request for Balance of Funds

January 5, 2026

Requested Payee- Clement Truitt III
45 Wheeler Ave
Warwick, NY 10990

Re: 10 Cottage -Site Plan – Subdivision – Applicant was denied Variances at ZBA, withdrawing Planning Board application

Total Balance: **$1,714.00**

According to Sec. 64-3 of the Village of Warwick Local Law E: In the event that an applicant shall withdraw his application at any stage of the proceedings or when the application review and approval process has been completed, the balance of funds in the applicant's account after all current outstanding fees are paid shall be either remitted to the applicant with 60 days of final action by the board or, if so directed by the applicant shall remain on deposit as the applicant's initial payment toward post-approval inspection requirements (if required).

Best regards,

Kristin Bialosky
Planning Board Administrator

Village Treasurer Approval:_____

10 COTTAGE St Clement J. Truitt **PLANNING BOARD** **ESCROW**

E.9999.0091 **DATE OPENED** **5/25/2024**

Bill Date	Vendor	Date of Service	Date Paid	Check#	Disbursements	Deposits	Account Balance
4/22/2025	ESCROW DEPOSIT CK #1313		4/22/2025	1313		2,500.00	2,500.00
5/5/2025	Naughton & Torre inv. #33320	4.27,28/2025			(100.00)		2,400.00
5/20/2025	Engineering Properties	4.28.25,05.07,08,13/2025			(611.00)		1,789.00
6.4.25	Naughton & Torre inv. #33407	5/12,13			(75.00)		1,714.00
							1,714.00
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							1,714.00
							1,714.00
	BALANCE				(786.00)	2,500.00	1,714.00

Planning

From: William Frank, Esq <wfrank@mid-hudsonlaw.com>
Sent: Monday, January 5, 2026 12:08 PM
To: Planning; Keith Woodruff (Keith@ep-pc.com); Dana Cialini
Subject: RE: Planning Board 10 Cottage St.; Return ESCROW

Hi Kristin,

We have no Planning Board invoices for 10 Cottage Street. I will have a ZBA invoice for the last meeting and preparation of the Board resolution.

Will

William A. Frank, Esq.
Blustein, Shapiro, Frank & Barone, LLP
10 Matthews Street
Goshen, New York 10924
(845) 291-0011 (Tel)
(845) 291-0022 (Fax)

This message is from the office of Blustein, Shapiro, Frank & Barone, LLP, and is intended only for the addressee. The information contained in this message is confidential, may be attorney-client privileged, may constitute inside or non-public information under federal or sate securities laws and is intended only for the use of the addressee. Unauthorized forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by return e-mail or you may call our office at (845) 291-0011. Thank you.

From: Planning <Planning@villageofwarwickny.gov>
Sent: Monday, January 5, 2026 11:58 AM
To: Keith Woodruff (Keith@ep-pc.com) <Keith@ep-pc.com>; William Frank, Esq <wfrank@mid-hudsonlaw.com>; Dana Cialini <dcialini@mid-hudsonlaw.com>
Subject: Planning Board 10 Cottage St.; Return ESCROW

Good morning,

Please confirm by email that you have no invoices regarding the PLANNING Board project for 10 Cottage so I may return the applicant's PLANNING Board Escrow.

Planning

From: Keith Woodruff <Keith@ep-pc.com>
Sent: Monday, January 5, 2026 2:34 PM
To: Planning
Subject: Re: Planning Board 10 Cottage St.; Return ESCROW

Ok thanks.

And I just checked and we do not have any outstanding invoices for 10 Cottage

Keith Woodruff, CFM, CPESC
Engineering & Surveying Properties, PC
www.EngineeringPropertiesPC.com
Keith@ep-pc.com

From: Planning <Planning@villageofwarwickny.gov>
Sent: Monday, January 5, 2026 1:55 PM
To: Keith Woodruff <Keith@ep-pc.com>
Subject: RE: Planning Board 10 Cottage St.; Return ESCROW

Yes, they are. All the variances were denied. I'm waiting for Will Frank to draw up the Resolution.

Kristin Bialosky
Building, Planning, Zoning & AHDRB Administrator

Village of Warwick
77 Main Street/P.O. Box 369
Warwick, NY 10990
Phone: (845) 986-2031 x 108
Planning@villageofwarwickny.gov
www.villageofwarwickny.gov

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

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

VILLAGE OF WARWICK

INCORPORATED 1867

January 15, 2025

Dear Mayor Newhard and Members of the Village Board,

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

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

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

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

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

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

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

Respectfully submitted,

Kristin Bialosky
Building, Planning, Zoning & AHDRB Administrator

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

Add More Rooms

CURRENCY (USD)

Your Reservation

NY Planning Federation 2026

Deluxe with 2 Queens - 1 room $ 220.00

2 nights 2 adults

Subtotal $ 220.00

Code:4826096

Tax $ 30.80

Total **$ 250.80**

View Tax Breakdown Room

Special Requests:

+ Another Request

Privacy

COMPLETE RESERVATION

$250.00 conference

New York Planning Federation
DEDICATED TO BETTER PLANNING

NYPF 2026 Annual Conference
REGISTRATION FORM

Please complete one registration form per person.

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

Please Check Your Preference Below:

NYPF Member	NYPF Non-Member
X Full Conference ($250)	_____Full Conference ($300)
_____Monday Only ($230)	_____Monday Only ($275)
_____Lunch Only ($100)	_____Lunch Only ($100)

Name of Person Attending: (please write name as it should appear on the name tag)
Municipality/Organization:
Email Address and Telephone Number:
Mailing Address:
Lunch Preference (Check One): _____Chicken _____Vegetarian
Special Requirements/Accommodations:

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

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

$250.00
[redacted]

* Register by Feb. 27, 2026

Conference Information

Upcoming Conference:

NYPF 2026 Annual Conference

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

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

April 19-21, 2026

KEYNOTE SPEAKER

John K. Bartow, Jr.

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

Read more

CONFERENCE SPEAKERS

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

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

CONFERENCE INFORMATION

Booking Info

There are 2 ways to book:

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

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

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

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

Schedule

Sunday, April 19th

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

Monday, April 20th

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

Tuesday, April 21st

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

Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 Years *Promoting Positive Youth Development!*

Rachel R. Wilson
Executive Director

January 15, 2026

Mayor Michael Newhard
Village of Warwick - Project for Youth
PO Box 369
Warwick, NY 10990

Dear Mayor Newhard,

I am pleased to inform you that the Orange County Youth Bureau/Board has approved the following proposal for funding for **2026 through Municipality RFP-YB02-25**.

Program Name & Total Funding Amount:	Funding Amount & Type(s):	Projected Breakdown for STATE and/or County funds to be claimed in 2025:
Project for Youth **Total Funding Amount:** **$ 4,000**	**$ 4,000** **Youth Sports and Education Program** ***** **$ 0 SOL**	**$ 4,000 State YSEF** ***For expenses from Jan 15th through Sept 30th only** **$ 0 State Click Here** ***For expenses from Oct 1st through Dec 31st only** **NOTE: County "Solutions" funding can be claimed for expenses from Jan 1 through Dec 31.**
Contingencies/Comments: ONLY for ages 6 thru 17. Need to submit Child Abuse Policy to go into contract.		

*** Please refer to the breakdown above for how funding will be distributed. We will notify you if changes are made to the funding categories (State vs. County) and/or breakdown of distribution. Your contract will run within the County's calendar year contract from January through December. Fiscal claims and program reports will be due on a quarterly basis, unless otherwise noted.**

NOTE FOR STATE FUNDED PROGRAMS: As of January 2023, the NYS Office of Children & Family Services funding year through Youth Bureaus runs between two calendar years (October through September). Youth Bureau staff will assist funded programs to make annual reporting adjustments align with State requirements within the County's calendar year contract and yearend deadlines. Please feel to contact our office with any questions.

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232
Email: YouthBur@OrangeCountyGov.com
Facebook: www.facebook.com/OrangeCountyYB
Website: www.OrangeCountyGov.com/YouthBureau

Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 Years *Promoting Positive Youth Development!*

Rachel R. Wilson
Executive Director

A contract package with instructions will be forthcoming.

Before you receive your contract package, please be sure to follow up on the items below to assist us with processing your 2026 contract in a timely manner:

#1. Revisions to your 2026 Application(s): If the amount listed above is different from your RFP submission requested amount, you need to submit revised budget paperwork to reflect your final allocation amount(s) to Nicole Griffin at nmgriffin@orangecountygov.com **AND** Michelle Serrata at mserrata@orangecountygov.com **AND** Linda VanDunk at lvandunk@orangecountygov.com.

Any programmatic revisions on programmatic forms can be submitted to your Youth Program Technician:

☒ Michael Bark at mbark@orangecountygov.com
☐ Linda Seppey at lseppey@orangecountygov.com.
☐ Melissa Yadanza at myadanza@orangecountygov.com

Please see attached documents to use for any needed revisions AND refer to Contingencies/Comments on page 1 of this letter regarding anything additional that may be required.

Note: ALL revisions are due by **THURSDAY, January 29th, 2026.**

#2. Resolution: To help with the contract turnaround time, please try to submit this by January 29th, 2026. We recognize it takes time to work around the schedule of municipal meetings and will extend this deadline if your municipality needs. If you need extension, please let us know what date you can submit it by.

#3. Required Insurance Forms: For the 2026 contract year, the County will require 3 separate updated insurance forms. ALL forms must list the name of your nonprofit/municipality as it appears on your federal identification form. You are asked to submit these insurance forms, **BY JANUARY 29th, 2026**, even before you receive your contract, to help the process go quicker.

The 3 insurance forms you must submit to the Youth Bureau are as follows:

1. **Certificate of Liability Insurance Form (will need to include Sexual Abuse and Molestation coverage):**
   - Under "Description of Operations," the County of Orange must be listed as Additional Insured.
   - Under "Certificate Holder," the listing for all Youth Bureau contracts must appear as follows:
     The County of Orange
     c/o Orange County Youth Bureau
     40 Matthews St, Suite 301-C
     Goshen, N.Y. 10924

Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 Years *Promoting Positive Youth Development!*

Rachel R. Wilson
Executive Director

2. Certificate of Workers' Compensation Form: The County is requesting form C-105.2, U-26.3, CE-200, SI-12, or GSI-105.2. The "Certificate Holder" box must also include the same wording as requested above.

3. Workers' Compensation Certificate of Disability Benefits Insurance: The County is requesting form DB-120.1, CE-200, or DB-155. Under "Name and Address of the Entity Requesting Proof of Coverage," the County of Orange c/o Orange County Youth Bureau, (as above) must be shown.

Please notify your insurance agencies/brokers of this information. NO contracts will be processed by the County for year 2026 UNLESS all applicable revisions are submitted and the proper insurance is in place. The forms may be e-mailed to mserrata@orangecountygov.com or mailed to the attention of Michelle Serrata.

Note: If the insurance expires at any time during the year, the Youth Bureau must receive the updated insurance forms. If you have any questions, please contact Linda at 845-615-3620.

#4. Additional Required Forms: Resumes/job applications for each position you have listed on your Budget, Personnel Time Payment, and Staff Qualifications pages **by the end of January, 2026**. If your program is a Summer program, or will not start until after January, please submit as soon as you have them.

We continue to work very hard in our office to do our best to streamline the contract process and to shorten the turnaround time to securing your contract. We appreciate your attention to submitting everything in a timely manner.

Please remember to use the following tagline(s) depending on what type of funding you have been allocated on all of your marketing materials related to this program(s). Contact us if you would like to include the Youth Bureau logo.
a. YDP, YSEF, or RHY funding: "Funded by the New York State Office of Children and Family Services through the Orange County Youth Bureau"
b. Solutions funding: "Funded by Orange County Solutions funding through the Orange County Youth Bureau"
c. YDP, YSEF, RHY, and Solutions funding: "Funded by the New York State Office of Children and Family Services and Orange County Solutions funding through the Orange County Youth Bureau"

We also ask that you tag us @OrangeCountyYB for any of your Facebook posts related to this funded program.

As always, please do not hesitate to contact the Youth Bureau for any assistance.

Sincerely,

Rachel R. Wilson

Rachel R. Wilson
Executive Director

AGREEMENT FOR REPAYMENT OF WATER AND SEWER CHARGES BETWEEN THE VILLAGE OF WARWICK AND THE TENANT AT 12 ELM ST., WARWICK, NY

Account #213700-0
BILLING CYCLE 1

This Agreement made as of January__, 2026, by and between the Village of Warwick, with an address at 77 Main Street, Warwick, New York (hereinafter the "Village")

and

12 Elm St. Warwick, NY 10990.

WHEREAS the Tenant of real property located at 12 Elm St, Warwick New York 10990, being also designated as Section 210, Block 12, Lot 11 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 Tenant owes THREE HUNDRED AND SIXTY-ONE DOLLARS WITH TWENTY-FIVE CENTS ($361.25) in municipal central water and sewer service charges; and

WHEREAS, the Tenant 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 Tenant acknowledges that the entire amount of $361.25 is currently due and payable; and

2. The Tenant agrees to pay the said in two **quarterly installments of $180.63** and the Village agrees to accept such payments in full satisfaction of the outstanding bill. The Tenant acknowledges that the agreement for installment payments is a grace period only for outstanding payments, and that the Tenant must keep current on all future water and sewer bills while making installment payments.

3. It is agreed between the Village and the Tenant that the Tenant 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 Tenant 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 $79.16 and water

installment of $101.47 for the payment of the $180.63 bill. Ongoing water and sewer charges will continue to be billed from the Tenant' existing account as well.

5. The Tenant shall pay the sum of **$180.63** (constituting the sewer installment of $79.16 and the water installment of $101.47) 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 1st day of the month in the months of February and May. Bills will be due by the 1st day of the month in the months of March and June.

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 12 Elm St..

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 relevied 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 Tenant 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 Tenant, the Tenant shall be deemed to have irrevocably rejected the Agreement.

THE VILLAGE OF WARWICK TENANT

_____ _____

By: Michael Newhard, Mayor
STATE OF NEW YORK)
) S.S.:
COUNTY OF ORANGE)

On the ____ day of _____, in the year 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared (TENANT)_____, 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.

_____
Notary Public

MUST BE SIGNED & NOTARIZED BY THE PROPERTY OWNER -

I, _____, am the owner for the real property which is the subject of this Repayment Agreement. I hereby accept and consent to be bound by the terms recited herein in return for good and valuable consideration receipt of which is hereby conclusively acknowledged.

_____
Property Owner – Print Name

_____
Property Owner – Sign Name

STATE OF NEW YORK)
) S.S.:
COUNTY OF ORANGE)

On the ____ day of _____, in the year 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared (PROPERTY OWNER) _____, 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.

_____

Notary Public

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 1/20/26

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
A1990.4950	Contingent	50,000.00	50,000.00	Emergency repair for Truck 9	A5110.4050	Streets - Auto Maintenance	24,813.42	50,000.00
	TOTAL		50,000.00			TOTAL		50,000.00

Respectfully submitted,

Sadie Andryshak

Sadie Andryshak
Village Treasurer

Backup Documentation: Arkel Motors Estimate

Report Date: 1/20/26

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

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

- Aggregate purchases totaling over $20,000 -- must follow mandatory competitive bidding process.
- This form must be attached to voucher and invoice for Board approval.

DESCRIPTION OF PURCHASE

EMERGENCY REPAIR TO DUMP TRUCK #9 2016 INTERNATIONAL

BUDGETED PURCHASE	BUDGET CODE	CURRENT LINE BALANCE
☐ YES ☒ NO	A 5110-4050	$ Signature: Date:
BUDGETED AMOUNT	**IF NO EXPLAIN**	
$	UNANTICIPATED BREAKAGE / ENGINE	

#	DATE OF QUOTE	VENDOR/SUPPLIER	TOTAL COST
1		ARKEL MOTORS	$ 65,494.15
2			$
3			$

VENDOR SELECTED ARKEL MOTORS

IF NOT LOWEST BID EXPLAIN WHY

INTERNATIONAL REPAIR SHOP.

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

TRUCK TOWED TO ARKEL AFTER DEADSTOP DURING PLOWING

EXCEPTIONS TO COMPETITIVE BIDDING

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

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

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

REASON FOR EMERGENCY PURCHASE - ATTACH ADDITIONAL DOCUMENTATION

NEED VEHICLE FOR SNOW STORMS.

DEPARTMENT APPROVAL

Name/Title: M. Myser DPW SUPERVISOR Date: 1/20/26

Signature: M. Myser

INTERNATIONAL
Arkel Motors

ARKEL MOTORS INC.
70 WINDSOR HWY
NEW WINDSOR, NY 12553
Branch #: (845) 562-0532
Service #:

SERVICE ORDER: RA101002336

Tag Number: 7887
License Plate Number: AE6669

BILL TO
VILLAGE OF WARWICK - 104810
77 MAIN STREET
WARWICK NY 10990
P: (845) 986-2616

DELIVER TO
VILLAGE OF WARWICK - 104810
77 MAIN STREET
WARWICK NY 10990
P: (845) 986-2616

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER PO#
12/23/2025 3:33:02PM		SRET	J.VANDERMARK	AR10	

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	ENGINE SERIAL #	ODOMETER
2016	INTERNATIONAL	7000	1HTGPSNR0GH292826	9	0	10/22/2015		0

Sold Operations

JOB #1 12 **ENGINE**

COMPLAINT: HEARD TAPPING/KNOCKING NOISE FROM ENGINE, UNIT SHUT DOWN AND WILL CRANK BUT NOT START

CAUSE:

CORRECTION: #548, HAD TO AIR TRUCK UP AND PUSH IN.
TRUCK WILL NOT EVEN TURN OVER WITH STARTER OR TRYING BY HAND WITH A PIPE WRENCH OFF OF THE PTO SHAFT.
DRAINED OUT OIL AND IT IS VERY GLITTERY, ATTEMPTED TO REMOVE OIL PAN AND MOST OF THE BOLT HEADS ARE ROTTED SO BAD NO SOCKET WOUILD FIT ON THEM.
HAD TO CUT MOST OIL PAN BOLTS WITH TORCH, REMOVED OIL PAN AND THERE IS LOTS OF BEARING MATERIAL IN IT.
FOUND #1 CYLINDER ROD BEARING SPUN AND IS DESTROYED.
WILL NEED NEW ENGINE AND NUMEROUS RELATED PARTS. GOING TO QUOTE OUT PARTS LIST.

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
7.40	LABOR 12	ENGINE		1,517.00
		Prepay: $0.00 Parts: $0.00 Labor: $1,517.00 Misc: $0.00 Sublet: $0.00		$1,517.00
Sold Operations Totals		**Prepay: $0.00 Parts: $0.00 Labor: $1,517.00 Misc: $0.00 Sublet: $0.00**		**$1,517.00**

Estimate Operations (Cont.)

JOB #2 12 **ENGINE**

COMPLAINT ENGINE REPAIRS
CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
45.00	LABOR 12	ENGINE		9,225.00
1	101N/5011161R91	REMAN i745 LONG BLOCK PLUS PTO	42,073.97	42,073.97
1	101N/5011161R91-CORE	REMAN i745 LONG BLOCK PLUS PTO	4,000.00	4,000.00
-1	101N/5011161R91-CORE	REMAN i745 LONG BLOCK PLUS PTO	4,000.00	-4,000.00
1	101N/BXK237295SC	Compressor	4,294.10	4,294.10
1	101N/BXK237295SC-CORE	Compressor	450.00	450.00
-1	101N/BXK237295SC-CORE	Compressor	450.00	-450.00
4	101N/1823742C1	Stud M8 X 110	38.03	152.12
2	101N/1817959C1	Bolt, M8 X 40 Hex Flange	4.08	8.16
1	101N/3007773C4	Coolant Return Hose Assembly	50.83	50.83
1	101N/3007765C6	Coolant Supply Hose Assembly	44.94	44.94
2	101N/3007771C91	Fitting Assembly M18 Straight	7.61	15.22
1	101N/3006229C1	Fitting, Air Compressor, 45 De	16.83	16.83
1	101N/3007768C92	Fitting Assembly M16	8.89	8.89
1	101N/3960171C1	Fitting, Adapter, 90 Deg Elbow	48.95	48.95
1	101N/4188406C91	Pump, Power Steering, Quanxing	336.77	336.77
1	101N/3855016C3	Tube, Power Steering	137.71	137.71
1	101N/3855017C3	Tube, Power Steering	119.32	119.32
1	101N/3006571C1	Gasket, Doser, Engine Brake	43.73	43.73
3	101N/3007746C1	Bolt, Hes Flange Head, M10 X 5	4.13	12.39
12	101X/MG33720501	50W SYN TRANS OIL	8.23	98.76
6	101D/FLTRELC5050GKK	Fleetrite Engine Coolant / Ant	21.36	128.16
42	101D/ZSH500010047B	ROTELLA T5 SYN 10W30 CK4 QTS	5.71	239.82
1	101D/AF26103	Primary Air Filter	176.51	176.51
1	101N/8200433	Starter Motor	611.46	611.46
1	101N/C30970182	Clutch	1,623.80	1,623.80
1	101N/3669086C2	Bearing, Ball	48.21	48.21
1	101N/3664150C2	V-belt, Fan	95.87	95.87
1	101N/3815648C2	Serpentine Belt	73.96	73.96
1	101N/FLTEC400TST	Fleetrite Clamp	30.64	30.64
1	101N/3846392C1	Gasket, Exhaust Pipe Flange, F	27.42	27.42
1	101C/2880215	GASKET,AFM DEVICE	28.02	28.02
1	101C/2880213	CLAMP,V BAND	87.90	87.90
1	101N/3557856C1	Clamp, Hose	72.75	72.75
1	101N/1674053C1	Clamp, Hose, Air Duct	51.41	51.41
1	101N/3831647C1	Clamp, Pipe Rear 32 Inch	61.67	61.67
1	101N/1689435C91	Clamp, Tube Or Pipe, Air Clean	61.71	61.71
1	101N/3857388C2	O-ring, Seal	10.90	10.90
1	101N/3791933C95	Tube, Dipstick, No Return Valu	233.33	233.33
1	101N/FUL4302676	Gasket, Shift Bar Housing, Tra	6.36	6.36
1	101X/OILPAN/NAV-N13KIT	SS OILPAN KIT (3017896C92)	2,143.40	2,143.40
1	101N/4042352C2	Hose Radiator Inlet	149.71	149.71

Estimate Operations (Cont.)

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	101N/6120605C1	Hose Radiator Outlet	58.61	58.61
4	101N/FLTECCT300LSS	Fleetrite Exhaust Clamp	8.15	32.60
2	101N/2500675C91	Strap Kit, U-joint, Drive Shaf	45.72	91.44
2	101N/1664729C8	Rear Engine Mounting Isolator	420.25	840.50
2	101D/1664730C8	Insulator, Engine Mount, Rear	68.37	136.74
2	101N/1669024C1	Bolt, Motor Mount	25.19	50.38
2	101N/416743C2	Nut, Hex, Lock Flange 3/4-16	8.09	16.18
		Prepay: $0.00 Parts: $54,652.15 Labor: $9,225.00 Misc: $0.00 Sublet: $0.00		$63,877.15
Estimate Operations Totals		**Prepay: $0.00 Parts: $54,652.15 Labor: $9,225.00 Misc: $0.00 Sublet: $0.00**		**$63,877.15**

All terms strictly cash, storage charge $195.00 per day 5 days after repairs are completed. I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and / or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and / or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. These repairs are covered by a limited warranty. Labor and new parts 30 days or 1,000 miles whichever comes first unless covered by manufacturer's replacement parts warranty. Seller hereby limits implied warranties to the

X

SIGNATURE OF PERSON RESPONISBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT.

	ESTIMATED	BILLED
LABOR	$9,225.00	$1,517.00
PARTS	$54,652.15	$0.00
MISC	$0.00	$0.00
SUBLET	$0.00	$0.00
SUBTOTAL	**$63,877.15**	**$1,517.00**
SHOP SUPPLIES	$0.00	$100.00
MISC SUPPLIES		$0.00
TAX	$0.00	$0.00
TOTAL	**$63,877.15**	**$1,617.00**
TOTAL w/ EST.		**$65,494.15**

Please Remit Payment to:
ARKEL MOTORS INC.
70 WINDSOR HWY
NEW WINDSOR, NY 12553

VILLAGE OF WARWICK
WATER PRODUCTION SYSTEM
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into the 11 day of July, 2023 by and between the Village of Warwick, located at 77 Main Street, P.O. Box 369, Warwick, New York 10990, hereinafter referred to as the "CLIENT" and H2O Innovation Operation and Maintenance, LLC hereinafter referred to as the "CONTRACTOR" having its principal offices at 4 Commerce St. A-2, Poughkeepsie, NY 12602 in the following manner:

Witnesseth

WHEREAS, the CLIENT requires professional services to operate and maintain the Village of Warwick Water Production System (minimum certification IIA plus D) in conformance with procedures mandated by governmental regulatory agencies and to assure the preservation of the health and welfare of the surrounding communities; and

WHEREAS, the Village of Warwick is the owner and manager of the previously mentioned Water Production System, located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the term Water Production System refers to the Water Filtration Plant, the Well #2 Microfiltration Plant, two groundwater wells, six water storage tanks, and six pump stations, located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the CONTRACTOR warrants, insures and has provided proof that it has the requisite NYS Department of Health classification qualifications (IIA certification for the treatment plants and D for the distribution system); the requisite experience, and expertise for the operation and maintenance of said Water Supply System in compliance with Local, State and Federal Law, and the objectives of the CLIENT; and

WHEREAS, the parties have agreed to the scope of the services to be provided by the CONTRACTOR and the CLIENT as well as the compensation for services;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and subject to the terms and conditions herein stated, it is hereby understood and agreed to by the parties as follows:

Scope of Work and Performance of Services by the CONTRACTOR

1. Maintenance and Operation Services:
The CONTRACTOR will supply professional services to operate and maintain the previously mentioned Water Production System in the Village of Warwick, County of Orange, as required, to insure proper operation and maintenance of the existing groundwater supply wells, water filtration plant, six water storage tanks, and six pump stations, commencing on June 1, 2023 and ending May 31, 2026. The Village may renew this contract for two (2) additional successive periods of one (1) year each (June 1, 2026 through May 31, 2027 and June 1, 2027 through May 31, 2028) on the same terms and conditions set forth herein.

Vice President, New York

2. Compliance With State and Local Laws Regarding Operation:

The quantities and skill categories of personnel, applicable man-hours, materials and techniques that shall be utilized to perform the assignment represent those which to the CONTRACTOR's best knowledge and professional experience in the performance of previous work of an identical nature, which will adequately conform to recognized Environmental Protection Agency operations procedures and to the New York State and Orange County Health Department mandated standards for the operation and maintenance of the water system, as set forth in the following and in the course of daily, weekly, monthly and quarterly task activities. The minimum chief operator certification for the system shall be a grade IIA and D per Part 5 of the New York State Sanitary Code. The CONTRACTOR'S designated operator will provide a copy of a current operator license, post it at the site and will maintain a valid operator certificate while this contract is in effect.

3. Demonstrate Water System Compliance with Regulations:
The CONTRACTOR shall collect, analyze and submit all water system samples and report results required per New York State and the Environmental Protection Agency regulations. Sampling shall be completed at the frequency prescribed in state regulations and shall include all required contaminants. Collected water samples shall be analyzed by a New York State Department of Health certified laboratory. The CONTRACTOR is responsible for maintaining and calibrating the chemical feed equipment as required, to meet water quality regulations. CONTRATOR shall be responsible for collecting water samples for analyses and testing as described above, or at any other time deemed necessary by CLIENT or CONTRACTOR. The cost of water sample testing and analysis by an outside laboratory will be contracted and paid for by the CLIENT.

4. Schedule Routine Operation and Maintenance of Water Production Systems:
The CONTRACTOR shall operate and maintain the Water Production System in a program, on a frequency in accordance with prevailing operations practice, and daily series of "hands-on" inspections performed with appropriate tools and special test equipment. Records of such routine operations and performed regular maintenance shall be kept by CONTRACTOR in the regular course of business and shall be available for inspection by CLIENT upon 3 hours notice to CONTRACTOR. Responsibilities will include but not be limited to regular maintenance on the water filtration plant, Well #2 Microfiltration Plant, groundwater supply wells, six water storage tanks, and six pump stations.

5. Responsibility for Failure to Meet Regulations:
The CONTRACTOR shall be liable for all fines which may be imposed by a regulatory agency for the CONTRACTOR's caused violations of current standards established by the regulatory agency within the scope of this contract. The CONTRACTOR reserves the right to contest any such fines in administrative proceedings and/or in court prior to any payment by the CONTRACTOR at its sole cost and expense, provided the CLIENT is not thereby prejudiced in any way or incurs any out of pocket expense.

6. Process Improvement:
The CONTRACTOR will be responsible for analyzing operational data to determine changes and improvement for more efficient operation. Findings shall be included within monthly reports to be submitted to CLIENT.

7. Onsite Inspections:
The CONTRACTOR shall be onsite for all State and County Health Department site inspections as requested by the CLIENT or any state or county inspector. The CONTRACTOR will be

responsible for responding to all health department inspection reports and address all deficiencies reported for the water production system.

8. Maintain Facility Cleanliness:
The CONTRACTOR shall conduct its assignments and maintain each work place in clean, sanitary and hygienic condition at all times. The CONTRACTOR is responsible for maintaining the landscaping and lawn areas at the Water Filtration Plant only. A mower will be provided by CLIENT. Walkways and walking access to facilities will be maintained by the CONTRACTOR. The CONTRACTOR will be responsible for pumping rainwater/floodwater/leakage at the pumping stations.

9. Provide Emergency Services:
The CONTRACTOR will provide a twenty-four (24) hour, seven (7) day per week emergency on-call service. The distance between the CONTRACTOR and water supply system shall be such that in the event of an emergency the CONTRACTOR is able to reach the water system within one hour of first notification of emergency. The CONTRACTOR is responsible to provide staffing resources to respond to emergencies, after hours or otherwise, at the facilities it is responsible to maintain and implement the necessary corrective action.

10. Provide Additional Services:
Additional assignments may be carried out under this Agreement with the mutual written consent of both parties. The cost of same shall be separately negotiated.

11. Authorization for Corrective Maintenance:
The CONTRACTOR will obtain written authorization for any corrective maintenance from the CLIENT's designated representative prior to proceeding. The cost of any corrective maintenance will be negotiated in addition to the terms of this Agreement.

12. Record Compilation:
All records compiled, together with the information and material gathered by the CONTRACTOR, in pursuing the objectives of this Agreement, including written reports and all other data in a like manner shall become and remain the property of the CLIENT. Records shall be kept on all operational, maintenance, and administrative matters of all water system activities. Monthly reports to CLIENT will be required in writing, notifying client of all water system activities completed including but not limited to dates times and locations of water samples taken, analysis results, regular maintenance completed, other maintenance or repairs performed operational problems, a daily log of activities by all on site employees etc.

13. Assist in Yearly Budget:
The CONTRACTOR shall assist in the preparation and presentation of that portion of the CLIENT's budget corresponding to the substance of the Agreement at public hearings, Board meetings, etc. that the CLIENT may hold in reference to the facility.

14. Follow all Applicable Laws:
All applicable provisions of the laws of the Federal Government, the State of New York and/or the County of Orange are deemed to be incorporated in and made part of this Agreement.

15. Compliance with State and Federal Labor Laws:
The CONTRACTOR shall comply with all applicable provisions of the United States and New York State Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law,

Federal Social Security Law, and any and all rules and regulations pertaining to the operation and maintenance of municipal water supply facilities promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. This includes but is not necessarily limited to compliance with New York State Department of Labor law related to the payment of Prevailing Wages. For tasks requiring payment of prevailing wage rates the CONTRACTOR must submit to CLIENT certified payroll for the period in which the task is performed.

16. Oversee/Coordinate Any Necessary Contracted Services:
The CONTRACTOR shall exchange information developed during the course of the work with such consultants as the CLIENT may choose to employ as pertinent to the objectives of the Agreement and shall work with the consultants so as to produce a unified recommended approach to the comprehensive wastewater treatment planning objectives of the CLIENT. The CONTRACTOR will be responsible for advising the Village of the need for services, obtaining goods or services in accordance with the CLIENT'S Procurement Policy, and confirming that the services were delivered as ordered.

17. Report Costs and Consumption Data:
The CONTRACTOR shall submit, if required, to the CLIENT variance reports reflecting variations of costs and consumptions occurring during each reporting period in the course of implementing this Agreement, together with data pertinent to the program objectives of the CLIENT.

18. Furnish and Staff Water Facilities:
The CONTRACTOR is responsible for providing qualified personnel to carry out daily routine operations and maintenance seven (7) days per week, three hundred sixty-five (365) days per year including but not limited to: fully staffing the water treatment systems, the pump stations and storage tanks. The CONTRACTOR is responsible for fully staffing and providing vehicle(s) for the operation of the facilities cited including routine shift coverage as well as emergency response and alarm response events.

19. Safety:
The Contractor must have an organized safety program in full compliance with applicable federal state and local regulations.

20. Employee Changes:
Contractor must communicate as soon as possible, and if possible prior to, when an employee is being moved, changed, terminated or replaced for any reason. If the employee is not leaving the company, then the Contractor must provide a reason in advance to why the employee is being moved/transferred or replaced.

21. Financial Stability:
The CLIENT has the right at any time to ask for adequate assurances from the CONTRACTOR and CONTRACTOR's failure to provide such assurances shall be deemed a breach and will allow the CLIENT to immediately terminate this agreement.

22. Additional Storage:
Any storage required by the CONTRACTOR that is in addition to storage available in the facilities is the responsibility of the CONTRACTOR.

23. Insurance Requirements:

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.

B. The policy naming the municipality as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.
- State that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers.
- The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.
- At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

C. The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

D. Required Insurance:

No less than the following:

- Commercial General Liability Insurance
  $1,000,000 per occurrence/ $2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- Automobile Liability
  $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation, Employers Liability and NYS Disability Insurance, Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- Environmental Contractors Liability Insurance
  With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. $2,000,000 per occurrence/ $2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting

hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

- Excess Insurance
  $3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

E. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities. **Except for liability for any fines which may be imposed by a regulatory agency for the CONTRACTOR's caused violations of current standards established by the regulatory agency within the scope of this contract, Contractor's liability shall be limited to the insurance limits provided herein.**

F. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYSIR, as the municipality's insurer.

Services to Be Furnished By the CLIENT

The following will be the responsibility of the CLIENT and are to be furnished free-of-charge to the CONTRACTOR:

- Adequate space to carry out routine control tests and observations.
- Light and power to all spaces and equipment.
- Adequate fire protection, security lock-up systems and intruder preventive safeguards.
- Any taxes, fiscal assessments or any form of charges by local, county, state, or federal authorities.
- Qualified designated representative to certify and authorize work schedules and requirements, as well as any corrective maintenance required which is not within the scope of this Agreement.
- Prompt action on the CONTRACTOR's requests for authorizations and approvals so as to permit an orderly and expeditious progress in execution of the work.
- The disposal of waste materials, including sludge, arising from the implementation of the Operation and Maintenance Program in this Agreement in accordance with a schedule to be agreed upon by the parties herein. If the CONTRACTOR is required to remove and dispose of such materials, the cost of doing so shall be borne by the CLIENT in a separate Agreement.
- Provide safe, accessible entry and exit to each work site for the passage of the CONTRACTOR's personnel and vehicles. This shall include the removal and disposal of snow precipitations and extraneous obstacles or debris, limited to roadways and parking lots.

- The CLIENT has the option to provide additional labor to carry out any maintenance not within the scope of this Agreement.

- The cost of all chemicals and special equipment necessary to achieve the mandated requirements.

- The CLIENT shall examine all studies, reports, and other documents as may be presented by the CONTRACTOR, obtain advice of an attorney and such other consultants as the CLIENT may deem appropriate for such examination and render in writing decisions pertaining thereto in a reasonable time when so required by the CONTRACTOR.

- The CLIENT will supply tools (wrenches, power tools etc.) for regular maintenance and the CONTRACTOR will keep an inventory of all Village property.

- The Village will provide confined space entry equipment, including portable ventilation, gas meters, tripod, and harness.

- The CLIENT will support the CONTRACTOR by supplying items needed for the maintenance of the system.

- The CLIENT will be responsible for payment for all annual maintenance contracts as they relate to chain falls, generators, laboratory bench top calibrations, and flow meter calibrations.

- The CLIENT shall remain responsible for Meter reading.

- The water distribution system excluding the pump stations and storage tanks will be maintained by the CLIENT and will include the maintenance and repair of hydrants and water mains.

- Flushing of water mains shall remain the responsibility of the CLIENT and shall continue to be performed in the evenings, but may be performed at any other time deemed necessary by the CLIENT.

- CLIENT owns a portable generator that it will make available in the event of a power outage. CLIENT will supply additional portable generators if necessary, at no cost to the Contractor.

- CLIENT will provide temporary pumping in the event of a failure of a pumping station.

- The cost of water sample testing and analysis by an outside laboratory will be paid for by the CLIENT. The CONTRATOR is responsible for collecting samples and transporting samples to the laboratory.

Cost of Services to be Provided by the CONTRACTOR

The cost to the CLIENT for the Operations and Maintenance services as described herein and provided by the CONTRACTOR is itemized in Schedule A.

The terms of payment for the CONTRACTOR's services outlined herein shall be payable each month commencing at the execution of the Agreement. Payment for a partial month shall be prorated based on the actual number of days this Agreement was in force during that month.

The CLIENT shall pay the CONTRACTOR for preapproved corrective maintenance services rendered within thirty (30) days of presentation by the CONTRACTOR to the CLIENT of a voucher acceptable to the CLIENT.

Unless otherwise requested in writing, the CLIENT shall mail all payments to the CONTRACTOR at its principle address herein or as hereinafter amended

The above prices are firm except as they may be changed by governmental decrees or requirements tending to affect man-hour rates subsequent to the Operations and Maintenance assignment. In such case, the CONTRACTOR reserves the right for fair settlement with the CLIENT of reimbursement for any increased costs which may result from same.

It is understood between the parties that the prices agreed to herein are based upon existing mandated regulatory standards and that in the event such standards shall be materially increased or require significant additional services, compensation for the same shall be separately negotiated.

If the CLIENT observes or otherwise becomes aware of any fault or defect in the services of the contractor or nonconformance with the substance and intent of this Agreement, the CLIENT shall give prompt written notice thereof to the CONTRACTOR. CONTRACTOR agrees to respond to CLIENT within 48 hours of receipt of any such notice. Such response shall include findings of the CONTRACTOR inspection of the noticed issue, a plan and time frame to bring the non-conforming issue into compliance and an estimate of the costs of such plan.

EITHER PARTY HERETO, upon evidence of negligent acts, substantial misfeasance or nonfeasance in the performance of the Agreement within the limitations of the existing facility, the injured party may serve a Notice of Grievance to the other party requesting satisfactions thereof within fifteen (15) working days of the notification date. Failing which, the aggrieved party may invoke termination of this Agreement by serving written Notice of Cancellation by registered mail through the United States Postal Service.

The fee for this contract is $12,627 per month.

The term of this Agreement will end May 31, 2026, unless sooner terminated as set forth herein.

The fees under this Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

H2O INNOVATION

PRINTED NAME: Roy R. Rysinger
POSITION: Vice President, New York
SIGNATURE: Roy Rysinger
DATE: July 8, 2023

VILLAGE OF WARWICK

PRINTED NAME: Michael Newhard

POSITION: Mayor

SIGNATURE: Michael J. Newhard

DATE: 7.11.23

SCHEDULE A

The Contractor Shall Provide the Following Basic Services as Described Herein:

Water Production System Contracted Services

I. TYPE OF PROJECT

TYPE A: Total operation of the Water Production System by Contract;

II. DESCRIPTION OF WORK TO BE PERFORMED IN TYPE A

To operate the Water Filtration Plant, the Well #2 Microfiltration Plant, two groundwater wells, six water storage tanks, and six pump stations.

- To maintain the facilities and equipment in top working order;
- To maintain the buildings and grounds at each area above in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the CLIENT;
- To perform routine winter maintenance including snow removal with equipment provided by the CLIENT;
- To maintain twenty-four (24) hour service to the CLIENT for the above areas;
- To perform daily and other laboratory control testing and analyses to satisfy the regulatory requirements for this plant;
- To collect and transport samples to a New York State approved laboratory;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of this plant and pump station;
- To complete and submit to the CLIENT all reports required by regulatory agencies in a timely manner;
- To complete and submit any report required by the CLIENT;
- To attend any meeting with the Village, NYSDOH, NYSDEC, Orange County Department of Health, EPA or any other regulatory unit that the CLIENT feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the CLIENT in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.

VILLAGE OF WARWICK
WASTEWATER TREATMENT SYSTEM
OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into the 11 day of July, 2023 by and between the Village of Warwick, located at 77 Main Street, P.O. Box 369, Warwick New York 10990, hereinafter referred to as the "CLIENT" and H2O Innovation Operation and Maintenance, LLC hereinafter referred to as the "CONTRACTOR" having its principal offices at 4 Commerce St. A-2, Poughkeepsie, NY 12603 in the following manner:

Witnesseth

WHEREAS, the CLIENT requires professional services to operate and maintain the Village of Warwick Sewage Treatment Facility (Plant Class 3) and Pump Stations in conformance with procedures mandated by governmental regulatory agencies and to assure the preservation of the health and welfare of the surrounding communities; and

WHEREAS, the Village of Warwick is the owner and manager of the previously mentioned Sewage Treatment Facility and Pump Stations, which are located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the CONTRACTOR has the requisite qualifications (Grade 3), experience, and expertise for the operation and maintenance of said Sewage Treatment Facility and Pump Stations in compliance with the objectives of the CLIENT; and

WHEREAS, the parties have agreed to the scope of the services to be provided by the CONTRACTOR and the CLIENT as well as the compensation for services;

NOW, THEREFORE, in consideration of the mutual Agreements contained and subject to the terms and conditions herein stated, it is hereby understood and agreed by the parties as follows:

Scope of Work and Performance of Services by the CONTRACTOR

1. Maintenance and Operation Services:

The CONTRACTOR will supply professional services to operate and maintain the previously mentioned Sewage Treatment Facility and Pump Stations in the Village of Warwick, County of Orange, as required, to insure proper operation and maintenance of the existing facility pump stations, commencing on June 1, 2023 and ending May 31, 2026. The Village may renew this contract for two (2) additional successive periods of one (1) year each (June 1, 2026 through May 31, 2027 and June 1, 2027 through May 31, 2028) on the same terms and conditions set forth herein.

2. Compliance With State and Local Laws Regarding Operation:

The quantities and skill categories of personnel, applicable man-hours, materials and techniques that shall be utilized to perform the assignment represent those which to the CONTRACTOR's best knowledge and professional experience in the performance of previous work of an identical nature, which will adequately conform to recognized Environmental Protection Agency operations procedures and to the New York State and Orange County mandated standards for the operation and maintenance of the systems, as set forth in the following and in the course of daily, weekly,

monthly and quarterly task activities. The minimum chief operator certification for the plant shall be a Grade 3 per State Regulation 6NYCRR Part 650.

3. Demonstrate Wastewater System Compliance with Regulations:
The CONTRACTOR shall perform, record and implement the appropriate action necessary as derived from visual, sensory and biochemical observations taken of critical key elements in each process limit area to determine the presence or absence of plant compliance within the permissible range of quality parameters prescribed by the New York State Department of Environmental Conservation. Such records shall be delivered to CLIENT every 60 days. If compliance is not found, such compliance will be obtained, if within the scope of this Agreement; if without, the CONTRACTOR will make its professional recommendations as to those steps necessary to obtain compliance. Proof of such compliance or record of the recommendations shall be made in writing and delivered to CLIENT within 10 days of the discovery of non-compliance.

4. Schedule Routine Operation and Maintenance of Plant:
The CONTRACTOR shall operate and maintain the Sewage Treatment Facility and Pump Stations in a program, on a frequency in accordance with prevailing operations practice, and daily series of "hands-on" inspections performed with appropriate tools and special test equipment. Records of such routine operations and performed regular maintenance shall be kept by CONTRACTOR in the regular course of business and shall be available for inspection by CLIENT upon 3 hours notice to CONTRACTOR.

5. Compliance with SPDES Permit:
The CONTRACTOR will maintain and operate the previously described facilities so that effluent discharged there from meets the weighted monthly SPDES Permit limitations. The CONTRACTOR will not be responsible to meet these effluent values unless, at all times, the plant's influent is free from abnormal or biologically toxic substances which cannot be treated or removed in the Village's Wastewater Treatment Facilities using the existing processes, nor will the CONTRACTOR be responsible to meet these effluent values if discharges into the Village's sewer system violate the Village's Industrial Pretreatment Program, or Ordinance, nor will the CONTRACTOR be responsible to meet these effluent values if the flow, influent BOD, pH, and suspended solids fail to conform with the design loadings.

6. Responsibility for Failure to Meet Regulations:
The CONTRACTOR shall be liable for all fines which may be imposed by a regulatory agency for the CONTRACTOR'S caused violations of current standards established by the regulatory agency within the scope of this contract. The CONTRACTOR reserves the right to contest any such fines in administrative proceedings and/or in court prior to any payment by the CONTRACTOR at its sole cost and expense, provided the CLIENT is not thereby prejudiced in any way. The CONTRACTOR shall not be liable for fines or damages in relation to the collection system and pump stations except for those caused by its negligence and nonfeasance.

7. Process Improvement:
The CONTRACTOR will be responsible for analyzing operational data to determine changes and improvement for more efficient operation. Findings shall be included within monthly reports to be submitted to CLIENT.

8. Onsite Inspections:

The CONTRACTOR shall be onsite for all regulatory agency site inspections as requested by the CLIENT or any state or county inspector. The CONTRACTOR will be responsible for responding to all regulatory inspection reports and address all deficiencies reported for the water production system.

9. Maintain Facility Cleanliness:
The CONTRACTOR shall conduct its assignments and maintain each work place in clean, sanitary and hygienic conditions after use.

10. Provide Emergency Services:
The CONTRACTOR will provide a twenty-four (24) hour, seven (7) day per week emergency on-call service. The distance between the CONTRACTOR and wastewater system shall be such that in the event of an emergency the CONTRACTOR is able to reach the wastewater system within one hour of first notification of emergency. The CONTRACTOR is responsible to provide staffing resources to respond to emergencies, after hours or otherwise, at the facilities it is responsible to maintain and implement the necessary corrective action.

11. Provide Additional Services:
Additional assignments may be carried out under this Agreement with the mutual consent of both parties. The cost of same shall be separately negotiated.

12. Authorization for Corrective Maintenance:
The CONTRACTOR will obtain written authorization for any corrective maintenance from the CLIENT'S designated representative prior to proceeding. The cost of any corrective maintenance will be negotiated in addition to the terms of this Agreement.

13. Record Compilation:
All records compiled, together with the information and material gathered by the CONTRACTOR, in pursuing the objectives of this Agreement, including written reports and all other data in a like manner shall become and remain the property of the CLIENT. Records shall be kept on all operational, maintenance, and administrative matters of all water system activities. Monthly reports to CLIENT will be required in writing, notifying client of all wastewater system activities completed including but not limited to dates times and locations of samples taken, analysis results, regular maintenance completed, other maintenance or repairs performed operational problems, a daily log of activities by all on site employees etc.

14. Assist in Yearly Budget:
The CONTRACTOR shall assist in the preparation and presentation of that portion of the CLIENT'S budget corresponding to the substance of the Agreement at public hearings, Board meetings, etc. that the CLIENT may hold in reference to the facility.

15. Follow all Applicable Laws:
All applicable provisions of the laws of the Federal Government, the State of New York and/or the County of Orange are deemed to be incorporated in and made part of this Agreement.

16. Compliance with State and Federal Labor Laws:
The CONTRACTOR shall comply with all applicable provisions of the United States and New York State Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law, and any and all rules and regulations pertaining to the operation and maintenance of municipal sewage treatment facilities promulgated by the Department of Labor

and/or the Industrial Commissioner of New York and all amendments and additions thereto. This includes but is not limited to compliance with New York State Department of Labor law related to the payment of Prevailing Wages. For tasks requiring payment of prevailing wage rates the CONTRACTOR must submit to CLIENT certified payroll for the period in which the task is performed.

17. Oversee/Coordinate Any Necessary Contracted Services:
The CONTRACTOR shall exchange information developed during the course of the work with such consultants as the CLIENT may choose to employ as pertinent to the objectives of the Agreement and shall work with the consultants so as to produce a unified recommended approach to the comprehensive wastewater treatment planning objectives of the CLIENT. The CONTRACTOR will be responsible for advising the Village of the need for services, obtaining goods or services in accordance with the CLIENT'S Procurement Policy, and confirming that the services were delivered as ordered.

18. Report Costs and Flow and Level of Treatment Data:
The CONTRACTOR shall submit, if required, to the CLIENT variance reports reflecting variations of costs and flow and level of treatment occurring during each reporting period in the course of implementing this Agreement, together with data pertinent to the program objectives of the CLIENT.

19. Furnish and Staff Wastewater Facilities:
The CONTRACTOR is responsible for providing personnel to carry out daily routine operations and maintenance seven (7) days per week, three hundred sixty-five (365) days per year including but not limited to: fully staffing the water treatment systems, the pump stations and storage tanks. The CONTRACTOR is responsible for fully staffing and providing vehicle(s) for the operation of the facilities cited including routine shift coverage as well as emergency response and alarm response events.

20. Safety
The Contractor must have an organized safety program in full compliance with applicable federal state and local regulations.

21. Employee Changes

Contractor must communicate as soon as possible, and if possible prior to, when an employee is being moved, changed, terminated or replaced for any reason. If the employee is not leaving the company, then the Contractor must provide a reason in advance to why the employee is being moved/transferred or replaced.

22. Financial Stability
The CLIENT has the right at any time to ask for adequate assurances from the CONTRACTOR and CONTRACTOR's failure to provide such assurances shall be deemed a breach and will allow the CLIENT to immediately terminate this agreement.

23. Additional Storage:
Any storage required by the CONTRACTOR that is in addition to storage available in the plants is the responsibility of the CONTRACTOR.

24. Insurance Requirements
A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional

insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.

B. The policy naming the municipality as an additional insured shall:

• Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.

- State that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers.

•The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.

•The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.

•At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

C. The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

D. Required Insurance:
No less than the following:

- Commercial General Liability Insurance
  $1,000,000 per occurrence/ $2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- Automobile Liability
  $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation, Employers Liability and NYS Disability Insurance
  Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- Environmental Contractors Liability Insurance
  With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. $2,000,000 per occurrence/ $2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
- Excess Insurance
  $3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

E. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. **Except for liability for any fines which may be imposed by a regulatory agency for the CONTRACTOR's caused violations of current standards established by the regulatory agency within the scope of this contract, Contractor's liability shall be limited to the insurance limits provided herein.**

F. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYSIR, as the municipality's insurer.

Services to Be Furnished By the CLIENT

The following will be the responsibility of the CLIENT and are to be furnished free-of-charge to the CONTRACTOR:

- All work associated with the supply of fresh, clean, potable water daily to the job site.
- Adequate space to carry out routine control tests and observations.
- Light and power to all spaces and equipment.
- Adequate fire protection, security lock-up systems and intruder preventive safeguards.
- Any taxes, fiscal assessments or any form of charges by local, county, state, or federal authorities.
- Manpower and related costs to provide routine and preventive maintenance of the collection system.
- Qualified designated representative to certify and authorize work schedules and requirements, as well as any corrective maintenance required which is not within the scope of this Agreement.
- Prompt action on the CONTRACTOR'S requests for authorizations and approvals so as to permit an orderly and expeditious progress in execution of the work.
- The disposal of waste materials, including sludge, arising from the proper operation of the facility. If the CONTRACTOR is required to remove and dispose of such materials, the cost of doing so shall be borne by the CLIENT in a separate Agreement.
- Provide safe, accessible entry and exit to each work site for the passage of the CONTRACTOR'S personnel and vehicles. This shall include the removal and disposal of snow precipitations and extraneous obstacles or debris, limited to roadways and parking lots.

- The CLIENT has the option to provide additional labor to carry out any maintenance not within the scope of this Agreement.

- The cost of all chemicals and special equipment necessary to maintain compliant operation.

- The CLIENT shall examine all studies, reports, and other documents as may be presented by the CONTRACTOR, obtain advice of an attorney and such other consultants as the CLIENT may deem appropriate for such examination and render in writing decisions pertaining thereto in a reasonable time when so required by the CONTRACTOR.

- The CLIENT shall have the Village Engineer conduct an annual review of the performance of the CONTRACTOR in meeting the duties and obligations of the CONTRACTOR under the terms of this Agreement.

- The CLIENT reserves the right to inspect the premises, review the books and records of the CONTRACTOR regarding the facilities covered by this Agreement at the sole discretion of the CLIENT.

Cost of Services to be Provided by the CONTRACTOR

The cost to the CLIENT for the Operations and Maintenance services as described herein to be provided by the CONTRACTOR is itemized in Schedule A.

The terms of payment for the CONTRACTOR'S services outlined herein shall be thirty-six (36) payments payable each month and commencing at the execution of the Agreement.

The CLIENT shall pay the CONTRACTOR for corrective maintenance services rendered within thirty (30) days of presentation by the CONTRACTOR to the CLIENT of a voucher acceptable to the CLIENT.

Unless otherwise requested in writing, the CLIENT shall mail all payments to the CONTRACTOR at its principle address herein or as hereinafter amended

The above prices are firm except as they may be changed by governmental decrees or requirements tending to affect man-hour rates subsequent to the Operations and Maintenance assignment. In such case, the CONTRACTOR reserves the right for fair settlement with the CLIENT of reimbursement for any increased costs which may result from same.

It is understood between the parties that the prices agreed to herein are based upon existing mandated regulatory standards and that in the event such standards shall be materially increased or require significant additional services, compensation for the same shall be separately negotiated.

If the CLIENT observes or otherwise becomes aware of any fault or defect in the services of the contractor or nonconformance with the substance and intent of this Agreement, the CLIENT shall give prompt written notice thereof to the CONTRACTOR. CONTRACTOR agrees to respond to CLIENT within 48 hours of receipt of any such notice. Such response shall include findings of the CONTRACTOR inspection of the noticed issue, a plan and time frame to bring the non-conforming issue into compliance and an estimate of the costs of such plan.

EITHER PARTY, HERETO, upon evidence of negligent acts, substantial misfeasance or nonfeasance in the performance of the Agreement within the limitations of the existing facility, the injured party may serve a Notice of Grievance to the other party requesting satisfactions thereof within fifteen (15) working days of the notification date. Failing which, the aggrieved party may invoke termination of this Agreement by serving written Notice of Cancellation by registered mail through the United States Postal Service.

The fee for this contract is $14,328.00 per month.

The term of this Agreement will be thirty-six (36) months, unless sooner terminated as set forth herein.

The fees under this Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

H2O INNOVATION

PRINTED NAME: Roy R. Rysinger
POSITION: Vice President, New York
SIGNATURE: Roy Rysinger
DATE: July 8, 2023

VILLAGE OF WARWICK

PRINTED NAME: Michael Newhard
POSITION: ~~Mayor~~
SIGNATURE: Michael J. Newhard
DATE: 7. 11. 23

SCHEDULE A

The Contractor Shall Provide the Following Basic Services as Described Herein:

Wastewater System Contracted Services

I. TYPE OF PROJECT

TYPE A: Complete operation of the Sewage Treatment Plant by Contract;

II. DESCRIPTION OF WORK TO BE PERFORMED IN TYPE A

To operate the Wastewater Treatment Plant on River Street, a Class 3 Plant, which is permitted to treat one million gallons per day (1 MGD), and the Village's seven (7) Pump Stations.

- To maintain the treatment plant and equipment in top working order;
- To maintain the pump stations in top working order;
- To maintain the buildings and grounds at each area above in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the CLIENT;
- To perform routine winter maintenance including snow removal with equipment provided by the CLIENT;
- To maintain twenty-four (24) hour service to the CLIENT for the above areas;
- To perform daily laboratory control testing and analyses to satisfy the regulatory requirements for this plant;
- To collect and transport samples to a New York State approved laboratory as required by the SPDES Permit;
- To provide visual observations of the pump station wet wells daily and appropriately log wet well levels and time of day;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of this plant and pump station;
- To complete and submit to the CLIENT all reports required by the NYSDEC in a timely manner;
- To complete and submit any report required by the CLIENT;
- To attend any meeting with the CLIENT, NYSDEC, EPA or any other regulatory unit that the CLIENT feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the CLIENT in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.