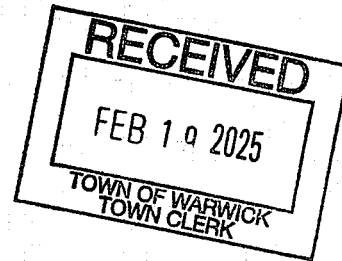


ORANGE COUNTY BICYCLE CLUB

February 10, 2025

Ms. Eileen Astorino
Town Clerk
Town of Warwick
132 Kings Highway
Warwick, NY 10990



Re: Tour de Goshen

Dear Ms. Astorino,

Pursuant to our previous conversations, please find attached a Special Event Permit application on behalf of the Orange County Bicycle Club for "The New Tour de Goshen" bike tour to be held on August 17, 2025.

Included are maps of the route, a Certificate of Liability Insurance naming the Town, and a \$25 check for the application fee.

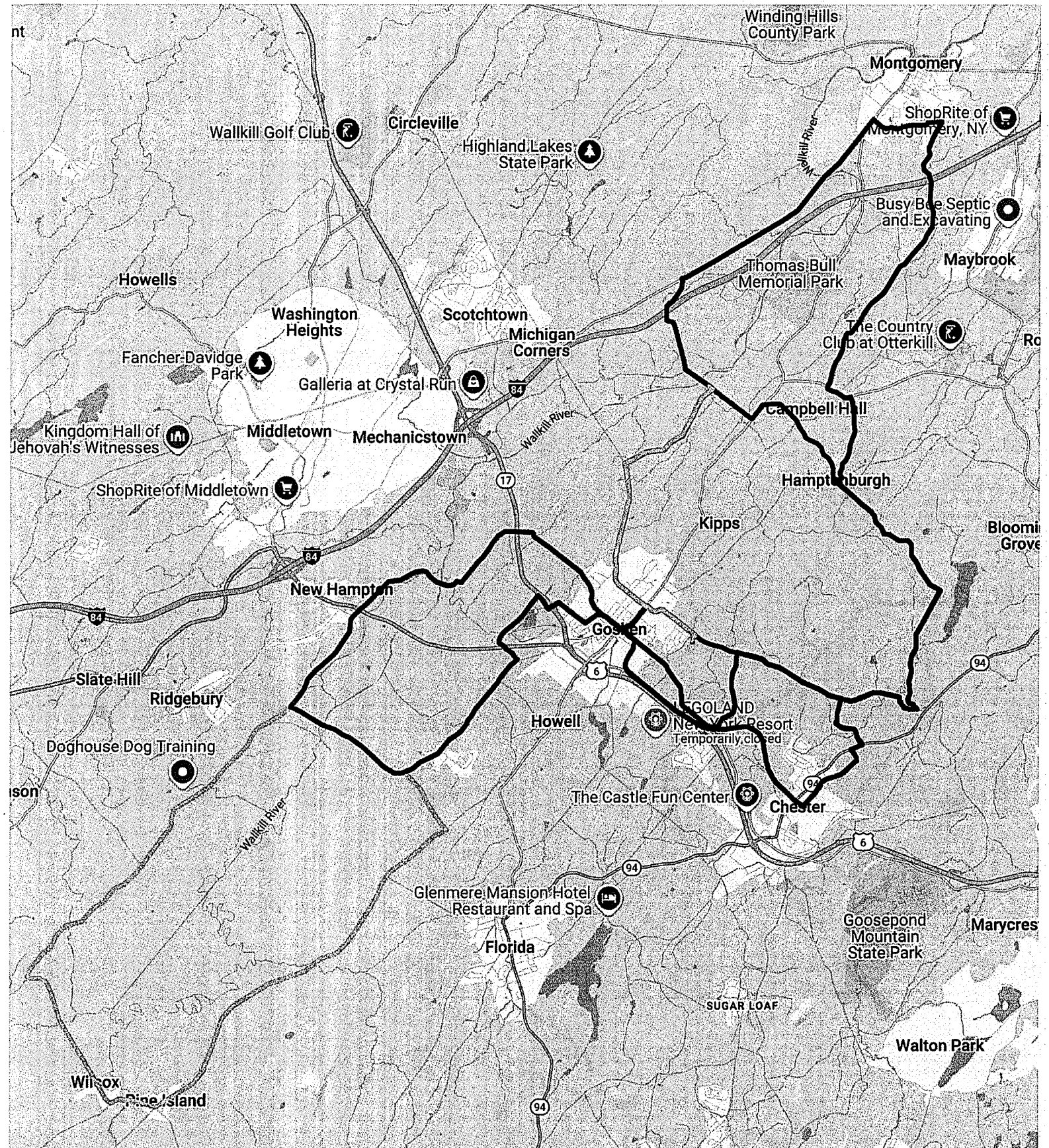
I have marked N/A on the agreement for police services. The 62 mile route which traverses Town roads will be taken by only the most experienced road cyclists and we do not believe this will present a disruption to traffic and/or safety issues. I am happy to discuss this in further detail with any Town officials or the Board.

Please let me know if there is any other information the Town requires and whether you would like me to appear before the Board.

Thank You.

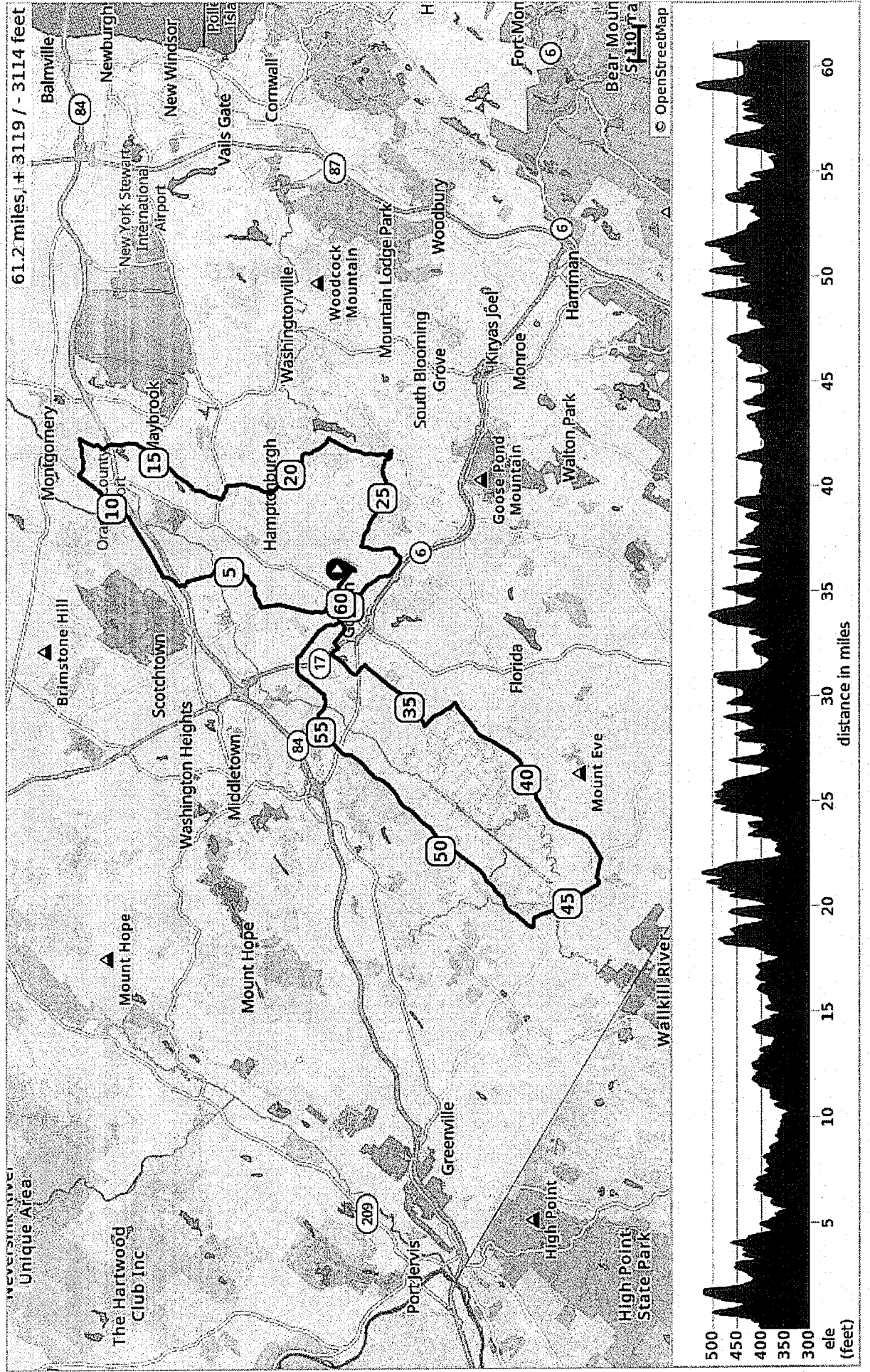
Sincerely,

Michael Angle
President, Orange County Bicycle Club



Overview Map shows all 4 routes. 62-mile route, which traverses roads in the Town of Warwick is in yellow.

62 Mile Tour de Goshen (2025)



62 Mile Tour de Goshen (2025)

Num	Dist	Prev	Type	Note
1.	0.0	0.0	▶	Start of route
2.	0.1	0.1	■	Left onto Craigville Rd
3.	1.0	0.9	■	Left onto Main St/New York State Bicycle Rte 17
4.	1.0	0.0	■	Right onto Scotchtown Rd
5.	3.5	2.5	■	Right onto Hill Rd
6.	5.4	1.9	■	Left onto Stony Ford Rd
7.	5.9	0.5	■	Continue onto Ohaire Rd
8.	7.5	1.6	■	Right onto NY-211 E
9.	11.4	3.9	■	Right onto Chandler Ln
10.	12.5	1.1	■	Right onto Beaver Dam Rd
11.	14.2	1.7	■	Slight right onto Neelytown Rd

14.2 miles. +573/-564 feet

Num	Dist	Prev	Type	Note
12.	17.2	3.0	■	Rest Stop
13.	17.2	0.0	■	Left onto NY-207 E
14.	17.7	0.4	■	Right onto Hamptonburgh Rd
15.	19.0	1.3	■	Right onto Sarah Wells Trail
16.	19.1	0.1	■	Left onto Co Rd 51
17.	21.6	2.5	■	Right onto Hulsetown Rd
18.	23.6	2.0	■	Right onto Craigville Rd
19.	23.7	0.1	■	Rest Stop
20.	26.6	2.9	■	Left onto Knoell Rd
21.	28.0	1.4	■	Continue onto Old Chester Rd
22.	29.7	1.7	■	Continue onto S Church St

15.5 miles. +794/-730 feet

Num	Dist	Prev	Type	Note
23.	30.5	0.8	■	Left onto Delta Pl
24.	30.6	0.1	■	Sharp right onto Golden Hill Ave
25.	30.9	0.3	■	Right onto Fletcher St
26.	31.4	0.5	■	Left to stay on Fletcher St
27.	31.6	0.2	■	Right onto Cheechunk Rd
28.	31.9	0.3	■	Left onto 6 1/2 Station Rd/6 and 1 Half Station Rd
29.	32.9	1.1	■	Continue onto Maple Ave/New York State Bicycle Rte 17
30.	33.2	0.3	■	Right onto Maple Ave
31.	35.5	2.3	■	Rest Stop
32.	35.7	0.2	■	Left onto Cross Rd

6.0 miles. +268/-341 feet

Num	Dist	Prev	Type	Note
33.	36.9	1.1	■	Right onto Pulaski Hwy
34.	43.3	6.4	■	Right onto Pine Island Turnpike
35.	44.0	0.7	■	Right to stay on Pine Island Turnpike
36.	46.4	2.4	■	Right onto County Rd 12
37.	52.6	6.2	■	Rest Stop
38.	54.3	1.7	■	Continue onto County Rd 50
39.	54.8	0.6	■	Slight right onto Echo Lake Rd
40.	56.0	1.1	■	Continue onto Cheechunk Rd
41.	56.1	0.2	■	Left onto Owens Rd
42.	57.5	1.3	■	Continue straight onto Phillipsburg Rd

21.8 miles. +978/-1032 feet

Num	Dist	Prev	Type	Note
43.	59.0	1.5	■	Continue onto N Church St
44.	59.7	0.7	■	Slight left onto Main St/New York State Bicycle Rte 17
45.	60.2	0.5	■	Slight left to stay on Main St/New York State Bicycle Rte 17
46.	60.3	0.1	■	Right onto Craigville Rd
47.	61.2	0.9	■	Right onto Town Park Entrance
48.	61.2	0.0	■	End of route

3.7 miles. +72/-195 feet

X

Warwick Town Clerk

From: Marcy Gianattasio <mgianattasio@vernontwp.com>
Sent: Monday, February 24, 2025 1:34 PM
To: Hardyston Clerk; clerk@hamburgnj.org; Sussex Borough; mmorales@wantagetwp-nj.org; West Milford Clerk; Warwick Town Clerk
Subject: Ordinance for Public Hearing
Attachments: 25-03 Reconstruction of Existing Residences and Accessory Structures.pdf

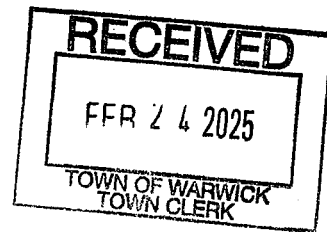
Good afternoon,

The attached ordinance was introduced at the February 10, 2025 Vernon Township Council meeting and will be on the agenda for public hearing on March 24, 2025.

Best,

Marcy Gianattasio

Marcy Gianattasio, RMC CMR
Vernon Township Municipal Clerk
21 Church Street
Vernon, NJ 07462
973-764-4055 Ext. 2238
973-764-6393 (fax)
mgianattasio@vernontwp.com



TOWNSHIP OF VERNON

ORDINANCE #25-03

ORDINANCE OF THE TOWNSHIP OF VERNON, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER 330, "NONCONFORMING BUILDINGS AND USES" OF THE CODE OF THE TOWNSHIP OF VERNON TO ALLOW FOR THE RECONSTRUCTION OF EXISTING DWELLINGS WITHIN THE EXISTING FOOTPRINT

WHEREAS, the Township Council of the Township of Vernon ("Township") has reviewed the existing language of the Township Code regarding pre-existing, non-conforming uses, specifically, residences that were constructed prior to the adoption of the Township Code; and

WHEREAS, The Township Council has determined that it is in the best interests of the Township to permit the demolition and reconstruction of certain residential structures without the need for a variance application.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Vernon that the code of the Township of Vernon is hereby amended as follows:

SECTION 1. Article XI, "Zoning," is hereby supplemented as follows:

§ 330-181 Nonconforming buildings and uses.

[no changes to Subsections A through E]

F. A principal building, accessory building or structure and/or deck including its foundation, which is conforming in use but violates the yard, coverage, setback, and/or height requirements of this article may not be extended, expanded, or enlarged within any required yard or setback area nor extended above the height limits of this article be demolished and reconstructed provided that the following standards are met:

(1) Any lawfully pre-existing, non-conforming residence constructed prior to 9-26-2005, may have constructed upon it a new dwelling, including a new foundation, and/or construction of an accessory building pursuant to subsection (2), below, without an appeal for variance relief and provided that:

- i. The existing uses on the lot conform to the permitted uses in that zone; and
- ii. The new building footprint is identical to or smaller than the existing building footprint; and
- iii. The new building does not exceed the permitted height in the zone.

(2) Any lawfully pre-existing, non-conforming accessory building or structure constructed prior to 9-26-2005 may be reconstructed provided that:

- i. The new accessory building or structure footprint is identical to or smaller than the existing building footprint; and

- ii. The new accessory building or structure does not exceed the maximum permitted height in the zone; and
 - iii. Any accessory building or structure shall not, for any length of time, exist on the property without the presence of a principal structure that has been issued a Certificate of Occupancy.
- (3) Any lawfully pre-existing, non-conforming residential deck or porch constructed prior to 9-26-2005 may be reconstructed provided that:
- i. The new deck or porch footprint is identical to or smaller than the pre-existing porch or deck footprint.

[no changes to Subsections G through K]

SECTION 2. Severability.

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 3. Repealer.

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

SECTION 4. Effective Date.

This ordinance shall take effect upon final adoption and publication in accordance with law.

CERTIFICATION

This is to certify that the above Ordinance was introduced and passed on first reading at the Meeting of the Township Council held on February 10, 2025, and the same came up for final passage and was adopted at the Meeting of the Township Council held on March 24, 2025 at which time all persons interested were given an opportunity to be heard. The above ordinance will be in full force and effect in the Township of Vernon according to law.

Marcy Gianattasio, Clerk
Township of Vernon

Anthony Rossi, Mayor

Township of Vernon

INTRODUCED: February 10, 2025

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						X
DeBenedetto, J.			X			
Higgins, W.		X	X			
Sparta, B.	X		X			
Rizzuto, P.			X			

ADOPTED:

NAME	M	S	YES	NO	ABSTAIN	ABSENT
Buccieri, N.						
DeBenedetto, J.						
Higgins, W.						
Sparta, B.						
Rizzuto, P.						

Strikeouts are deletions. Underlines are added material.



**DEPARTMENT OF CONSUMER AFFAIRS
AND WEIGHTS & MEASURES**

255 Main Street
Goshen, New York 10924
TEL: (845) 360-6700 FAX: (845) 378-2367

Steven M. Neuhaus
County Executive
www.orangecountygov.com

Good afternoon,

FEB 18 2025

Kindly post the enclosed Public Notice where it is most
appropriately visible to the public.

If you have any questions, please call this office.

Thank you,

Timothy Flanagan
Commissioner

Enc: 1

County of Orange

Public Notice

Pursuant to Orange County, New York Local Law #1 of 2024 Section 3B,
Electrical Licensing:

No person shall engage in, carry on or conduct the business of, or hold themselves out as, an ***Electrical Inspector*** within the County of Orange unless the Orange County Electrical Board first approves as sufficient, applicable and appropriate licensing qualifications, or applicable and appropriate active certifications from the **International Association of Electrical Inspectors (“IAEI”), Prometric, LLC, International Code Council (“ICC”)** or such other accrediting organization that may be recognized by the Orange County Electrical Board, and such person is licensed pursuant to the Electrical Licensing Law to perform such work.

Applications and licensing costs can be found on:
www.orangecountygov.com/consumeraffairs

Jewish Family Service of Orange County, Inc.
Serving our diverse community.



UNDERSTANDING & MANAGING GRIEF AND LOSS

VIRTUAL PRESENTATION

This presentation is
free and open to the
entire community!

March 10th 7:00pm-8:30pm
Virtual - Zoom

To register for this virtual Zoom Presentation, send your name, e-mail address & phone number to Hal K. Marcus at Hmarc57@yahoo.com, or call (914) 443-7202

Presentation by Hal K. Marcus, MA,
Master CASAC, Consultant Psychotherapist

with an introduction by

Paula Blumenau, JFS Orange Outreach Coordinator



Steven M. Neuhaus
County Executive

Orange County Department of Planning

124 Main Street
Goshen, NY 10924-2124
Tel: (845) 615-3840
Fax: (845) 291-2533

Alan J. Sorensen, FAICP
Commissioner

www.orangecountygov.com/planning
planning@orangecountygov.com

County Reply – Mandatory Review of Local Planning Action as per NYS General Municipal Law §239-l, m, & n

Local Referring Board:	Warwick Town Board	Referral ID #:	WRT05-25M
Applicant:	Town of Warwick Town Board	Tax Map #:	Municipal-wide
Project Name:	Local Law #1 of 2025		
Proposed Action:	Modifying local ordinance regarding fences		
Reason for County Review:	Amendment of local law, as per §239-m.		
Date of Full Statement:	January 24, 2025.		

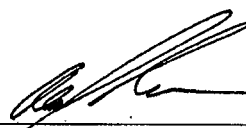
Comments:

The Department has received the above referenced proposed local law and has found no evidence that significant intermunicipal or countywide impacts would result from its approval.

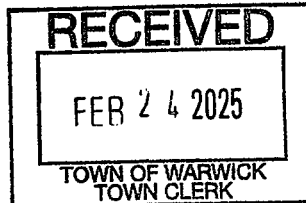
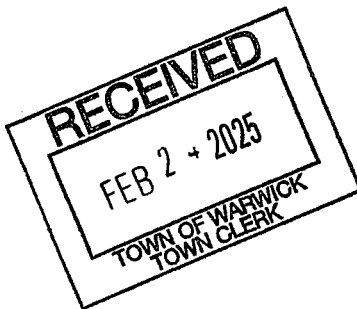
County Recommendation:

Local Determination

Date: February 19, 2025
Prepared by: Kate Schmidt
Planner


Alan J. Sorensen, FAICP
Commissioner of Planning

As per NYS General Municipal Law 239-m & n, within 30 days of municipal final action on the above referred project, the referring board must file a report of the final action taken with the County Planning Department. For such filing, please use the final action report form attached to this review or available on-line at www.orangecountygov.com/planning.



X

Warwick Town Clerk

From: Devine, Barbara <BDevine@orangecountygov.com>
Sent: Thursday, February 20, 2025 11:22 AM
Subject: 2025 CESQG Hazmat Collection Event on Friday, March 21st at OCTS #1 Maintenance Garage
Attachments: 2025 OCTS #1 Registration Form.pdf; 2025 HHW Event Flyer - OCTS#1 (New Hampton).jpg
Importance: High

Good morning,

We are pleased to announce the first ***Hazardous Waste and Safe Scripts Collection Event*** of 2025, which will take place in New Hampton, on **Friday, March 21st**, for CESQGs, and on **Saturday March 22nd**, for Orange County residents. The Friday, March 21st event is for School Districts, Municipalities, Businesses, and Farms, otherwise known as Conditionally Exempt Small-Quantity Generators (CESQGs). The Saturday March 22nd event is for Orange County residents with a valid ID, showing an Orange County address. These events will take place at the Orange County Transfer Station #1 Maintenance Garage, at 21 Training Center Lane in New Hampton, located across from the Mid-Hudson Psychiatric Center.

All CESQGs ***MUST*** pre-register for the **Friday, March 21st** event at OCTS #1 by **NO LATER THAN C.O.B. FRIDAY, MARCH 7**. If you have acceptable materials (Wet Latex/Water-Based Paints are also now accepted) and are interested in participating, please complete both pages of the attached registration form and email to esiljkovic@orangecountygov.com, or send via fax to (845) 291-4570. These forms can also be found on the EF&S Hazardous Waste webpage, at the following link: <https://www.orangecountygov.com/449/Household-Hazardous-Waste>.

IMPORTANT INSTRUCTIONS

On your registration, please indicate the QUANTITY of each material you plan to bring - specifically the number of containers and volume of each container - on the first page, and on the second page, please include the AGGREGATE WEIGHT of said materials.

NOTE: Unsigned registrations and registrations containing over 220 lbs. of materials will be rejected. Multiple registrations for one site can be submitted.

Your registrations will be sent to our vendor, MXI Environmental Services, who will then provide a quote based on your submission during the week before the event, providing you time to process purchase orders or checks.

Orange County Resident Event -

Also attached is a JPEG of the flyer for the Saturday, March 22 event for residents. Registration for residents is not required; however, commercial quantities of materials will not be accepted. No businesses, municipalities, or school districts are permitted to bring materials to

the event for residents. Please note that this event will take place from 9 AM to 3 PM. **Please help spread the word!**

Your adherence to the above procedures, help make these events possible. We are looking forward to working with you to continue keeping toxic materials out of the environment and recovered, recycled, or disposed of, in the best manner possible.

Regards,

Barbara A. Devine

Secretary/Administrative Assistant II
Orange County Department of Public Works
Division of Environmental Facilities & Services (EF&S)
PO Box 637
2455-2459 Route 17M
Goshen, New York 10924

845-291-2664

BDevine@orangecountygov.com



This communication may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender, and destroy all copies of the original message. No responsibility is accepted by Orange County Government for any loss or damage arising in any way from receiving this communication.

Orange County Household Hazardous Waste Collection - Farms, Schools, Government Agencies, Small Businesses, Conditionally Exempt Small Quantity Generator Registration

Complete **entire** form (both pages) and return to: OC DPW, Div. of EF&S, P.O. Box 637 Goshen NY 10924 or fax to 291-4570. Or email esiljkovic@orangecountygov.com

For further information: CALL 845- 291-3246 or go to: www.orangecountygov.com/efs

FRIDAY, MARCH 21, 2025:
ORANGE COUNTY TRANSFER STATION #1 MAINT. GARAGE LOT
21 TRAINING CENTER LANE, NEW HAMPTON, NY 10958
No Registrations taken after: Friday, March 7, 2025
 Cost is according to fee schedule established by vendor – drop off time scheduled

Sponsored by Orange County DPW Division of Environmental Facilities and Services, County Executive, Steven M. Neuhaus
 Co-Sponsored by New York State Department of Environmental Conservation

SIGNATURE (required): _____

Name: _____ email: _____

Company _____

Address: _____ Phone: _____

Are you a (check one): Farmer School Governmental Agency Small Business

**CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS MAY TRANSPORT A
MAXIMUM OF 220 lbs. OF HAZARDOUS WASTE TO THIS EVENT BASED ON NYS DEC REGULATIONS**

<u>Qty (Volume & No. of Containers)</u>	<u>Qty (Volume & No. of containers)</u>	<u>Quantity (Volume & No. of Containers)</u>
Pesticides/Herbicides	Automotive Products/Gas/Oil	Varnishes/Shellacs/Stains: _____
Dry: _____	Dry: _____	Solvents/Thinners: _____
Liquid: _____	Liquid: _____	Aerosol Cans: _____
Aerosol Cans: _____		Photographic Chemicals:
Corrosives/Cleaners	Rubber Cement: _____	Dry: _____
Dry: _____	Roofing Tar: _____	Liquid: _____
Liquid: _____		Dry Wall Compound: _____
Aerosol Cans: _____	Driveway Sealer: _____	Mercury: _____
Pool Chemicals	Creosote: _____	Dental Amalgam: _____
Dry: _____	Inks: _____	Fluor. bulbs (type/amt/ft.): _____
Liquid: _____	Adhesives: _____	
Paint: Oil, Acrylic, Water Based	Other: _____	
Liquid: _____		
Aerosol Cans: _____		
Dry: _____		

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR CERTIFICATION

I hereby certify that I am a generator of hazardous waste within the State of New York and that because of the small volume of hazardous waste generated and/or stored, I qualify for conditionally exempt small quantity generator status.

I understand that in order for conditionally exempt small quantity generator status, I must meet all three of the following conditions:

1. Generate less than 1 kg/month (2.2 pounds) of acute hazardous waste (as defined by 6 NYCRR Part 371), and never store more than this amount on site at any time; and
2. Generate less than 100 kg/month (220 pounds) of all other hazardous waste (as defined by 6 NYCRR Part 371), and never store more than 1000 kg/month on site at any time.
3. Transport a maximum of 220 lbs of hazardous waste at one time.

Only if I am a farmer, I realize that I may store up to 1000 kg. (2200 pounds) of non-acute hazardous waste pesticides on my farm without losing my conditionally exempt status, provided that these wastes are brought to a household hazardous waste collection program.

I further understand that if, in the future, I exceed the quantity limitations described above, I will become subject to additional regulation as a hazardous waste generator and will no longer be eligible to participate in this type of collection program.

I certify that I have the authority to make these statements on behalf of my farm or business. Also, I, the undersigned, do hereby certify that the items brought for collection came from my farm or business located in Orange County.

Signed: _____ Title: _____

Name (print): _____

Company Name: _____

Address: _____

Email: _____

Organization Type: _____

WASTE (S) BROUGHT TO THIS PROGRAM:

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

ADDITIONAL WASTE (S) STORED ON SITE:

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

Type of waste: _____ Quantity in lbs.: _____

2025 Orange County Household Hazardous Waste & Operation Safe Scripts Pharmaceutical Collection Events

Saturday, March 22, 2025

OCTS #1 Maintenance Garage, 21 Training Center Lane, New Hampton, NY

Entrance Across from Mid-Hudson Psychiatric Center

9AM to 3PM – RAIN OR SHINE!

Sponsored by Orange County DPW Division of EF&S., O.C. Sheriff's Office, PaintCare, and County Executive Steven M. Neuhaus, Co-Sponsored by NYSDEC

Wet Latex, Acrylic, and Water Based Paint

NOW ACCEPTED!



What to Bring

- Oil and **now Wet Latex/Water Based Paints**
- Stains and Varnishes
- Paint Thinners & Strippers
- Wood Preservatives
- Resins, Rosins & Adhesives
- Polishes for Furniture, Floor & Metal
- Cleaners for Rug & Upholstery
- Cleaners for Oven, Toilet Bowl & Drain
- Swimming Pool Chemicals
- Pesticides, Herbicides, Insecticides
(Including Lawn Care Products)
- **Fluorescent Bulbs**
- Spot Removers
- Dry Cleaning Solvents
- Lighter Fluids, Camp size propane tanks
- Septic Tank Degreasers
- Full or Partially Full Aerosol Cans
- Rubber Cement, Airplane Glue
- Photo Chemicals, Chemistry Sets
- Engine Degreasers
- Carburetor Cleaners, Car Waxes
- Kerosene, Gasoline, Gas/Oil Mixes
- Fire Extinguishers
- Mercury Thermostats, Thermometers
- **Pharmaceutical Drugs**
- Rechargeable (Ni-Cd) Batteries
- Auto and Tractor Batteries
- Transmission Fluids, Brake Fluids
- Motor Oil & Antifreeze

What **NOT** to Bring

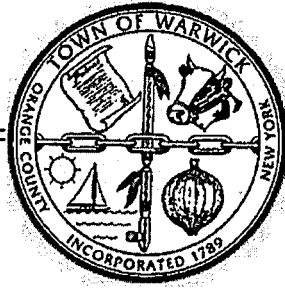
- Electronics, Computers, VCR's } *Take to your local Transfer Station*
- Home Appliances }
- Tires of any kind }
- BBQ Propane Tanks }
- Household Batteries } *Bag and throw in Trash*
- **Dried Latex Paint** }
- **Smoke Detectors** } *Contact company on back of unit*
- Ammunition } *Call the Police Department*
- Fireworks } *Call the Police Department*
- Explosives }
- **Medical Sharps** } *Take back to the hospital*
- Radioactive Materials } *Call (845) 291-2640*
- Unknown Gases }
- Controlled Substances }
- Pathological Material }

<http://www.orangecountgov.com/efs>
esiljkovic@orangecountygov.org

- COVID-19 safety protocols may apply.
- Please load your materials in the rear of your vehicle.
- For your safety, please remain in your vehicle.
- Event staff will unload your materials.
- No smoking on site.
- Valid ID showing Orange County residency.

*Also accepted at Orange County Transfer Stations 1, 2, & 3.
 (Located at: New Hampton, Newburgh, Port Jervis)*

TOWN OF WARWICK

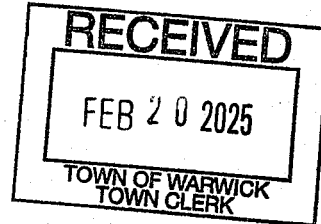


132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124
POLICE DEPT. TELEPHONE (845) 986-5000
RECEIVER OF TAXES (845) 986-1125
PUBLIC WORKS TELEPHONE (845) 986-3358
TOWN HALL FAX (845) 986-9908
SUPERVISOR supervisor@townofwarwick.org
TOWN CLERK clerk@townofwarwick.org

February 13, 2025

Town Board Auditing Committee Members
Town of Warwick
132 Kings Hwy
Warwick, NY 10990



Dear Town Board Auditing Committee Members:

As required by Uniform Justice Court Act – § 2019-a, an audit of the Town of Warwick Justice Court financial records and dockets was performed on February 11, 2025.

The audit consisted of interviewing staff, observation of procedures, and examination of documentation. The review included examining cash receipts and disbursements, bank statements and supporting documents, reconciliations of book and bank balances, and reporting to governmental agencies.

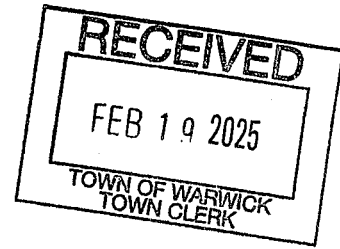
The financial records and dockets of the Town of Warwick Justice Court have been duly examined. The fines and fees therein shown have been collected and have been turned over to the proper officials as required by law.

I believe the audit conducted provides a reasonable basis for my opinion:
In my opinion, the Town of Warwick Justice Court maintains accurate and complete financial records and dockets.

Sincerely,

Bonnie Kane
Town Comptroller

Cc: Jesse Dwyer, Town Supervisor
Honorable Peter Barlet
Honorable Karen Amundson



SKYWARD ELECTRIC COMPANY, INC.

61 Big Island Road, Warwick, NY 10990
ELECTRICAL CONTRACTORS
(845) 986-0334
stevens@skywardelectric.com

February 3, 2025
Town of Warwick
132 Kings Highway
Warwick, NY 10990

RE: Mountain Lake Park bunk houses

Dear Samantha,

I am pleased to submit a price of \$27,375.00 to complete the following scope of work:

Scope of Work:

1. Furnish and install 6, dedicated, 20amp, 120v outlets for AC units.
2. Furnish and install 7, hard wired with battery backup, smoke / CO2 detectors.
3. Furnish and install 1, dedicated, 20amp, 120v outlet for microwave.
4. Furnish and install 1, dedicated, 20amp, 120v outlet for coffee maker.
5. Furnish and install 1, dedicated, 20amp, 120v outlet for toaster oven.
6. Furnish and install 1, dedicated, 20amp, 120v outlet for refrigerator.
7. Furnish and install 7, exit / emergency lights with battery backup.

Total: \$9,125 (cost of each bunk house) x 3 bunk houses - \$27,375.00.

Clarifications:

1. All work to be completed during normal business hours, 7 AM - 3:30 PM, Monday through Friday, excluding holidays.
2. All material and labor are included in the above price.
3. Cost of electrical inspection is included in the above price.

(Continued on the next page)

4. Price is based on prevailing wage labor rates.
5. Price is based on tax exempt status.
6. Price is valid for 30 days.

Sincerely,



Steven Slattery

ORANGE COUNTY, NY LICENSE #499
CITY OF MIDDLETOWN, NY LICENSE #92

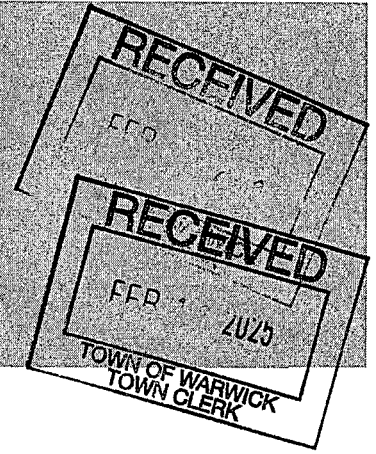
SULLIVAN COUNTY, NY LICENSE #M-418
CITY OF PORT JERVIS, NY LICENSE #A-102

NEW JERSEY LICENSE #17203

PROPOSAL

J.M. Electric & Son, Inc.

870 Pulaski Hwy
Goshen, New York 10924
Telephone: (845) 986-2565 Fax: (845) 987-1690



Proposal Submitted To: Town of Warwick February 14, 2025

We hereby propose pricing for all labor and material to furnish electric work as described below.

Proposal for the following: Kutz Camp – As per list

Dedicated 20 amp 120 volt outlets for AC's

Carbon/smoke detectors w/battery backup

Dedicated outlets for microwave, coffee maker, toaster oven, refrigerator

Exit/Emergency replacement

Total cost: \$9,621.82 per unit X 3 units = \$28,865.46

If for any reason it becomes necessary for collection of payment, you are hereby responsible for any reasonable attorney's fee in connection with said payment. Unless otherwise noted all terms are net 30 day with 1 ½ percent late charge per month.

Acceptance of Approval

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified as above

Date of Acceptance _____

Signature _____



LANDSCAPING
THE PROFESSIONAL LANDSCAPING

*Ac-biz
opened @ Dan*
~~RECEIVED~~

FEB 21 2025

TOWN OF WARWICK
TOWN CLERK

KINGS ESTATES LAWN MAINTENANCE PROPOSAL

Scope of Work

Landscaping Company will herein be referred to as "Contractor". Contractor will furnish all necessary materials, equipment and labor to perform the following scope of work:

Contract Period

The contract period will be from April 1st 2025 – March 31st 2026 (a period of twelve months).

The Contractor shall provide the services listed below.

Mowing Contractor shall mow the grass and recreational areas ONCE WEEKLY or as weather permits during the months of May through October. Open common space will also be maintained during growing season.

Brush hogging of grass and high weeds THREE times annually, at the beginning, middle and at the conclusion of the growing season on all areas not able to be mowed around the retention pond.

Bed Maintenance Contractor shall provide maintenance of mulched beds to prevent obstruction and maintain manicured appearance.

Clean-Up and Trash Removal Snow Maintenance

1. The Contractor shall pick-up debris and remove garbage cans and streets on a monthly basis.
2. The Contractor shall remove all debris associated with the lawn maintenance during each visit.

Snow Maintenance Contractor shall remove snow behind, and in front of all mailbox clusters. Parking lot on Darwin Road will be maintained after the DPW has curbed roadways.

Contractor agrees to perform the above-mentioned services at a rate of

\$ 33,000 annually

to be billed at a rate of

\$ \$2750 monthly

John Morgan
Elegant Landscaping Owner

2-19-25
Date

Town of Warwick General Instructions for Proposals

STATEMENT OF NON-COLLUSION BY BIDDER
PURSUANT TO SECTION 103-D
GENERAL MUNICIPAL LAW

PROJECT TITLE: Kings Estates Maintenance & Snow Removal

I, Joshua Morgan of the (Town, Village, City) of Warwick in the County of
and the State of New York of full age, being duly sworn according to law on my oath depose and
say that:

I am Joshua Morgan, an officer of the firm of Elegant Landscaping & Lawn Care the bidder making the
Proposal for the above named work, and that I executed the said Proposal with full authority to do so;
that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion,
or otherwise in connection with the above named work; and that all statements contained in said
Proposal and in this affidavit are true and correct, and made with the full knowledge that Town of
Warwick as Owner relies upon the truth of the statements contained in said Proposal and in the
statements contained in this affidavit in awarding the contract for said work.

The prices in this bid have been arrived at independently without collusion, consultation,
communication, or agreement for the purpose of restricting competition, as to any matter relating to
such prices with any bidder, with any competitor;

Unless otherwise require by law, the prices which have been quoted in this bid have not been knowingly
disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or
indirectly, to any other bidder or to any competitor;

No attempt has been made or will be made by the bidder to induce any other person, partnership or
corporation to submit or not to submit a bid for the purpose of restricting competition;

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or
contingent fee, except bona-fide employees or bona-fide established commercial or selling agencies
maintained by Elegant Landscaping & Lawn Care
(Name of Contractor)

Signature: Joshua Morgan

Date: 2-19-25

Print Name: Joshua Morgan

Sworn to me this 19th day of February, 2025

Cynthia J. Schechter
Notary Public

CYNTHIA J SCHECTER
Notary Public - State of New York
No. 01SC6383557
Qualified in Orange County
My Commission Expires November 19, 2026

Town of Warwick General Instructions for Proposals

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – submit with proposal)

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Town of Warwick, or any officer, agent, servant, or employee of the Town of Warwick from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of operations performed or services provided by the Contractor under the contract or which may arise out of:

1. Any injury to person or property sustained by the Contractor, its agents, servants, or employees of by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
2. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Contractor, its agents, servants, or employees or any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive the Contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Town of Warwick or any officer, agent, servant, or employee of the Town of Warwick on any claim or demand, and shall satisfy any judgment that may be rendered against the Town of Warwick or any officer, agent, servant, or employee of the Town of Warwick.

This Indemnification, Defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties, and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature: Joshua Morgan

Date: 2-19-25

Print Name: Joshua Morgan

Sworn to me this 19th day of February, 2025

Cynthia J. Schechter
Notary Public

CYNTHIA J SCHECTER
Notary Public - State of New York
No. 01SC6383557
Qualified in Orange County
My Commission Expires November 19, 2026



Rebid
Opened
~~RECEIVED~~
@ 10:am
FEB 21 2025
TOWN OF WARWICK
TOWN CLERK

PLANNED MECHANICAL MAINTENANCE AGREEMENT

For

**Town of Warwick
132 Kings Highway
Warwick, NY 10990**

Armistead Mechanical, Inc. Services (hereafter known as "AMI") will provide on-going Maintenance Services for the HVAC equipment as identified on (Schedule A) at *Town of Warwick*. The plan will be initiated, scheduled, administered, monitored and updated by AMI. The service activities will be directed and scheduled based on manufacturers' recommendations, equipment location, application, type, run time, and AMI's own experience. AMI will keep *Town of Warwick* informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for review, approval and signature.

AMI will provide the following services for the building environmental mechanical systems comprised of the equipment listed on inventory of equipment (Schedule A) listed below. These activities are intended to extend equipment life and ensure proper operating condition and efficiency.

Proposal Date: February 7, 2025



PLANNED MAINTENANCE AND EQUIPMENT TASKING

Scheduled testing and inspection, including seasonal startups of all the equipment listed within (Schedule A) will be systematically performed. The condenser coils will be cleaned annually. Manufacturer's recommended procedures, on-site conditions, and our own experience will dictate work performed. Normal maintenance materials including air filters, belts, oils and lubricants are included. Please refer to the below tasking sheet for the outline of services and procedures that will be performed.

SCHEDULE A – EQUIPMENT LIST

QUANTITY	TYPE	MANUFACTURER	LOCATION
1	RTU	CARRIER	TOWN HALL
1	RTU	CARRIER	TOWN HALL
1	CU	CARRIER	TOWN HALL
1	AHU	CARRIER	TOWN HALL
1	CU	TRANE	SR.BLDG.
1	CU	TRANE	SR. BLDG
1	GAS BOILER	WEIL MCLAIN	TOWN HALL
1	BURNER	POWERFLAME	TOWN HALL

EQUIPMENT TASKING

Town of Warwick 132 Kings Highway Warwick, NY 10990

ROOFTOP PACKAGE UNITS Tasking	INSPECTIONS			
	Winter	Spring	Summer	Fall
• Lubricate motor and fan bearings, as needed		x		x
• Check pulleys for wear		x		x
• Check suction and discharge pressures		x		
• Visual refrigerant leak testing		x		x
• Verify proper motor operation (blower and condenser)		x		x
• Check refrigerant charge at sight glass, if applicable		x		
• Check electrical connections, tighten as needed		x		x
• Check fans and fan drive alignment		x		x
• Clean outside air intake screen, check dampers and economizers		x		x
• Inspect all coils for cleanliness		x		x
• Check condensate drain pan and drain, clean as needed		x		x
• Replace belts, once annually (<i>materials included</i>)		x		
• Verify proper operating sequence		x		x
• Verify operation of crank case heater		x		x
• Check contactors for wear		x		x
• Replace pre air filters (<i>materials included</i>)		x		x
• Check for unusual noise or vibration		x		x
• Check and adjust burner controls				x
• Clean condenser coils, once annually (<i>materials included</i>)			x	

EQUIPMENT TASKING CONTINUED
Town of Warwick 132 Kings Highway Warwick, NY 10990

AIR HANDLERS	INSPECTIONS			
Tasking	Winter	Spring	Summer	Fall
• Check for unusual noise or vibration		x		x
• Verify proper motor operation		x		x
• Check blower motor amperage		x		x
• Lubricate blower and motor bearings		x		x
• Inspect evaporator coil and blower wheel for cleanliness		x		x
• Check condensate drain and pan, clean as needed		x		x
• Verify operation of outside air dampers (if applicable)		x		x
• Replace belts, if applicable, once annually (materials included)		x		
• Replace air filters (materials included)		x		x
• Verify proper operating sequence		x		x
• Check electrical connections, tighten as needed		x		x

GAS FIRED BOILER	INSPECTIONS			
Tasking	Winter	Spring	Summer	Fall
• Check water temperature				x
• Verify proper safety settings				x
• Verify proper operating control set point				x
• Check and drain expansion tank as necessary				x
• Verify proper operating water pressure				x
• Verify proper combustion sequence				x
• Check for proper draft and efficiency				x

AIR COOLED CONDENSING UNITS	INSPECTIONS			
Tasking	Winter	Spring	Summer	Fall
• Lubricate all motor and fan bearings		x		x
• Check suction and discharge pressures		x		x
• Visual refrigerant leak testing		x		x
• Check contactors for wear		x		x
• Verify proper refrigerant control settings		x		x
• Check refrigerant charge and oil levels at sight glasses, if applicable		x		x
• Verify proper operation of condenser fans		x		x
• Check operation of crankcase heater				x
• Inspect condenser coils for cleanliness		x		x
• Check electrical connections, tighten as needed		x		x
• Clean condenser coils, one time annually (materials included)			x	

ADDITIONAL PROGRAM ELEMENTS

- Refrigerant Containment Service – We will track and record refrigerant use as per federal, state and local regulatory guidelines. Our service vans are equipped with certified refrigerant recovery equipment.
- Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, and equipment identification and brief description of work. A copy of this report will be emailed to you upon completion of each visit.
- Performance Assurance Program – We will meet with you annually or more frequently upon request to evaluate and make modifications necessary to this Planned Mechanical Maintenance agreement to assure that it continues to meet your business and technical requirements.

As a client of AMI, you will receive priority response for emergency and repair service 24/7.

TERMS AND CONDITIONS OF AGREEMENT

1. AMI agrees to provide building equipment maintenance services as detailed above on the equipment designated in Schedule A, (attached hereto), in accordance with the terms and conditions of this agreement.
2. Service under this agreement shall be provided between the hours of 7:00AM and 3:30 PM, Monday through Friday.
3. **Town of Warwick** shall permit AMI free and timely access to areas and equipment and allow AMI to start and stop the equipment as necessary to perform required services. AMI will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
4. Emergency and repair service is available 24/7/365. Services performed above and beyond this contract shall be invoiced at AMI prevailing time and material rates. Normal working hours are 7:00 AM – 3:30 PM Monday through Friday.

Service performed on Saturdays, Sundays, holidays or at any time other than normal working hours shall be provided at our current premium rate (shall not include telephone support). If additional work is required, the following labor rate schedule and fees will apply:

	<u>Straight Time</u>	<u>Overtime</u>	<u>Double-time</u>
Technician	\$160.00	\$240.00	\$320.00

- Straight time is designated as Monday through Friday, 7:00 AM to 3:30 PM
 - Overtime is before/after Straight time and Saturdays
 - Double-time is applicable on Sundays and Holidays
 - A four (4) hour minimum charge is issued on Saturdays, Sundays or Holidays
 - A vehicle charge of \$75 per service call
5. Any disagreement between the parties shall be settled by arbitration per the basic indemnification provision contained in AIA Document A201, Article 3.18.
 6. Either party to this agreement can cancel the agreement with a 30-day written notice. In the event of premature cancellation of this contract, **Town of Warwick** agrees to pay AMI any monies earned beyond the monthly installments received to date. (Example: Contractor completed 75% of the annual scope of work, and due to payment structure client has only paid 50% of the annual price. The client would be billed for the balance of work completed to date, not the balance of the contract.)
 7. AMI shall not be liable for loss of business or consequential damages other than property damage or injury to persons caused as a direct result of negligence by AMI in performance or failure of performance of its obligations under this agreement.
 8. AMI shall not be liable for loss, delay, injury or damage which may be caused by circumstances beyond its control, including, but not restricted to, acts of God, fire, theft, explosion, power failures, vandalism, floods, or delays in transportation.
 9. Payment terms are Net 30 days. For your convenience, AMI accepts payment by credit card.
 10. **Town of Warwick** agrees to pay any applicable sales taxes.

PAYMENT TERMS

The Planned Maintenance Agreement described herein will commence beginning with the signature date of this agreement. The cost to implement this Program includes all costs associated with performing the scope of work defined above.

Your annual investment for this program is **\$5,340.00** plus applicable sales tax.

Please Check Payment Option:

- \$5,340.00** **Annually**
- \$2,670.00** **Semi-Annually**

This proposal is valid for 45 days from proposal date

Town of Warwick

AMI Services, Inc.

ACCEPTED BY: _____
PRINT NAME: _____
TITLE: _____
DATE: _____
P.O. #: _____

ACCEPTED BY: *Lyndsay Cherubino*
PRINT NAME: Lyndsay Cherubino
TITLE: Maintenance Sales Representative
DATE: February 7, 2025



*Re-bid
Opened 10am*

RECEIVED
FEB 21 2025
TOWN OF WARWICK
TOWN CLERK

SERVICE AGREEMENT
TOWN OF WARWICK
CUSTOMIZED PREVENTIVE MAINTENANCE
February 21, 2025

ROBERT TIEMERS
Hughes Environmental Engineering, Inc.
14 Leighton Place
Mahwah, NJ 07430
Office: (201) 391-1900

Hughes Environmental Engineering, Inc. shall provide a visual inspection of the system(s) and components included in the agreement. Typical inspections include the following:

- fan assemblies
- belts & sheaves
- motor mounts & vibration pads
- electrical connections & contactors
- heating & cooling coils
- filter media & racks
- sight glass condition
- bearings
- spray nozzles & pans
- igniter & flame assembly
- heat exchanger
- compressor sections
- condensing sections
- heating sections
- humidifiers & strainers
- seals & packing
- condensate drains & pans
- flame composition
- crankcase heaters

Physical Tests

Hughes Environmental Engineering, Inc. shall provide for a physical check and/or test the system(s) and components included in the agreement. Typical checks and/or tests include the following:

- lubrication requirements
- oil sump, heaters & temperatures
- starter operations
- water flows
- alignment on couplings
- motor operating conditions
- suction & discharge pressures
- flow switch operations
- control interlocks
- flue stack assembly
- damper operations
- external interlocks
- motor voltage & amperage
- refrigerant charges
- system(s) leaks
- oil & fluid levels
- pressure & temperatures
- outside air intakes
- refrigerant pump down

The Operational Assessment & Analysis activities are related to the equipment outlined on the Equipment Inventory list attached to this agreement unless otherwise documented by Town of Warwick and Hughes Environmental Engineering, Inc.

SCOPE OF SERVICES (CONTINUED)

2. Planned Maintenance Services

The Agreement includes all travel and job site labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services. These services are essential to ensure the system(s) operational efficiency, performance, conditions and extended equipment life.

Preventive Maintenance

Hughes Environmental Engineering, Inc. shall perform the preventive maintenance on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacture's recommendations, as well as the operational considerations of the property and our own experience. Typical preventive maintenance activities include:

- **Calibration** safety, temperature, operating, humidity, pressure, economizer controls and equipment/component gauges
- **Adjustment** refrigerant charges (billable), purge systems, dampers, valves, un-loaders, belts fans RPM's, chemical feeds gas pressure regulators, combustion air ratios, set points igniter & flame assemblies
- **Alignment** open drive couplings, belt sheaves, pullies, coil fins and belt drives
- **Vibration** damper linkage, fan bearings, axial vane drive, pumps and motors (levels and straight-edge)
- **Secure & Tighten** motor terminals, control terminals, piping clamps, line fittings, mounting hardware, electrical connections, equipment panels and motor mounts
- **Cleaning** control devices, electrical contactors, fan blades & impellers, pilot & burner orifices, heat exchangers, igniters, chiller & boiler tubes, tower basins, sumps & floats, baffles & fill, nozzles & passages and equipment areas

The preventive maintenance activities are designed to maximize your system(s) efficiency, durability, reliability and safety.

SCOPE OF SERVICES (CONTINUED)

Predictive Maintenance

Hughes Environmental Engineering, Inc. shall perform the predictive maintenance working in tandem with preventive maintenance to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

Air Filter Services

Hughes Environmental Engineering, Inc. shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Building Automation Services

Hughes Environmental Engineering, Inc. shall perform the temperature control services as described herein for the components of the Equipment Inventory list. All labor and materials required to calibrate, adjust, clean and maintain the unit control systems that are not considered components of the Building Automation System, are included.

These services ensure the proper and efficient operation of the system(s) being maintained. Hughes Environmental Engineering, Inc. will also maintain the Building Automation System, if included in the Equipment Inventory list. Software updates are not included unless specified in Special Provisions.

SCOPE OF SERVICES (CONTINUED)

3. Management Support Services

Hughes Environmental Engineering, Inc. will be responsible to administer, monitor and update all aspects of the services provided under this Agreement. A complete set of documentation will be implemented including computerized maintenance task schedules, inventory records, and all other documentation required for establishing operating trends and further corrective measures. Detailed Service and/or Maintenance Reports will be sent to Town of Warwick upon request.

Customer Service Support

Hughes Environmental Engineering, Inc. will assign a team of professionals to execute the services described herein. An account representative in cooperation with customer service representative(s) will ensure consistency in the delivery of your program and provide for effective lines of communication.

The account representative will be responsible for coordinating the resources necessary to implement and execute the program. The customer service representatives will be available 24/7 to schedule and respond to all of your service activities, from work-flow documentation to dispatching and coordination.

Technical Support

Hughes Environmental Engineering, Inc. will assign a service manager with the technical experience and expertise to evaluate and implement the best solutions to meet the objectives of this program. The service manager will be your direct point of contact for the services described herein and will direct the personnel and resources required to ensure the effective and efficient delivery of the program.

Additionally, Hughes Environmental Engineering, Inc. will complete skill-level tasking to assign primary and secondary technician(s) with the qualifications and certifications required to perform the services described herein.

Engineering Support

The Agreement includes the engineering support services to assist Town of Warwick in the planning and development of greater energy sustainability, operational improvements, indoor air quality concerns, system(s) modification and capital budgeting. Hughes Environmental Engineering, Inc. will make available additional engineering support associates, including but not limited to certified energy managers, design-build engineers and project managers.

Capital Planning & Budgeting

Hughes Environmental Engineering, Inc. management and technical personnel shall provide consultative support throughout the lifecycle of the Town of Warwick mechanical systems and assist in the development of capital plans and budgets based on your operational and financial priorities.



AGREEMENT AUTHORIZATION

This agreement describes the rights and obligations of Hughes Environmental Engineering, Inc. and Town of Warwick and constitutes the entire agreement between the parties and shall not be altered except in writing. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Hughes Environmental Engineering, Inc. which is not expressed herein.

This proposal is the proprietary property of Hughes Environmental Engineering, Inc. and is provided for Town of Warwick use only. Hughes Environmental Engineering, Inc. guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Town of Warwick and approval by an authorized representative of Hughes Environmental Engineering, Inc. as evidenced by their signatures.

In addition to the descriptions of the services provided, the following Agreement Attachments are included:

- Exhibit One: Equipment Inventory
- Exhibit Two: Air Filter Inventory
- Exhibit Three: Special Services and Provisions
- Exhibit Four: Agreement Terms and Conditions

The initial term of this Agreement will commence on April 1, 2025 and shall continue through March 31, 2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date.

The Customized Preventive Maintenance Agreement price is \$3,996.00 plus applicable tax. This Agreement is payable \$1,028.00 per quarter in advance from April 1, 2025 through March 31, 2026.

Offered By:
Hughes Environmental Engineering

Accepted By:
Town of Warwick

Accepted By:
Name: Robert Tiemers
Title: Senior Sales Representative
Date: 2/21/2025

Accepted By:
Name:
Title:
Date:

Signature

Signature

EXHIBIT ONE

The responsibilities of the Company shall not be limited to the major components of the equipment listed, but shall include all appurtenant devices and systems that are related to the equipment (e.g. controls, sensors, compressors, pumps, fans, etc.).

Equipment Inventory - Warwick Town Hall

Unit ID	Equipment Description	Manufacturer	Model Number	Size Ton/HP	Location
01	Packaged HVAC Unit - DX w/ Gas Heat	Carrier	48 Series	15 TON	Roof
02	Packaged HVAC Unit - DX w/ Gas Heat	Carrier	48 Series	10 TON	Roof
03	Condensing Unit - Air Cooled	Carrier	38 Series	5 TON	Grade
03A	AHU - DX w/ Gas Heat	Carrier	FNB Series	0.25 HP	Mech Rm
04	Condensing Unit - Air Cooled	Trane	TTA Series	5 TON	Grade
04A	AHU - DX w/ Gas Heat	Trane	TBD	0.25 HP	Mech Rm
05	Boiler - Gas Water	Weil McLain	Model 88	837500 BTU	Boiler Rm
05A	Powerflame Burner	POWERFLAME	CR1-G-12	0	

¹ Equipment and/or components may be added or deleted based on the mutual agreement of Town of Warwick and Hughes Environmental Engineering, Inc. Upon written authorization, the Agreement price will be amended accordingly.

EXHIBIT TWO

Air Filter Inventory - Town of Warwick

The responsibilities of the Company shall include all filter and media listed below.

Warwick Town Hall

Unit	Filter Type	Quantity	Filter Size
01	Pleated	9	20x25x2
02	Pleated	6	20X20X2
03A	Pleated	1	20x25x1
04A	Pleated	1	20x25x1

¹ Should experience show that more or less frequent media changes or different types of media are required, Town of Warwick will be advised and upon written authorization, the Agreement price will be amended accordingly.

EXHIBIT THREE

Special Services and Provisions

In addition to the service and provisions outlined in the agreement, the following special services, provisions and terms will apply to this agreement:

This agreements will follow the Planned Maintenance and Equipment Tasking outlined in the RFP.

EXHIBIT FOUR: TERMS AND CONDITIONS

1. Client shall permit and provide Contractor free, safe, and timely access to all equipment areas. Contractor will be allowed to start and stop the equipment, as necessary to perform required services. All planned work under this Agreement will be performed during normal working hours. Any additional equipment (lifts, scaffolds etc.) needed to provide service will be the responsibility of the client, unless otherwise stated in this agreement.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder; including increased refrigerant taxes and handling charges.
5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Excluded from this Agreement, unless otherwise stated herein, is main power service, equipment starters, VFDs and wiring, equipment structural supports, oil, gas and other storage tanks, cleaning of ductwork interiors and or systems.
7. Any alteration to, or deviation from, this Agreement involving extra work, material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
8. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Contractor shall permit only their personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate of equipment from inclusion in this Agreement.
10. In the event Contractor must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all court costs and Contractor attorneys' fees incurred.
11. Any legal action against Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
12. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable for, regardless of whether it is caused in part by the negligence of Contractor.
14. Customer shall make available to contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
15. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or materials, or any fungus(es) or spore(s); substance, vapor or gas produced by or arising out of any natures or acts as a medium for any fungus(es) or spore(s). In the event such substances, wastes or materials are encountered, Contractor sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including, without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor, or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Planned Maintenance and Equipment Tasking

Scheduled testing and inspection, including seasonal startups of all the equipment listed within (Schedule A) will be systematically performed **semi-annually (May and November)**. The condenser coils will be chemically cleaned annually (**June**). Manufacturer's recommended procedures, on-site conditions, and our own experience will dictate work performed. Normal maintenance materials including air filters, belts, coil cleaner, oils and lubricants are included. Below is an outline of tasks and procedures that will be followed.

- Log the performance of components
- Overall inspection of unit for items such as loose hardware, component operation, refrigerant leaks, unusual noises, etc.
- Inspect panels, gaskets, fan housing and base for defects, gaps, obstructions, signs of deterioration
- Brush clean/vacuum dirt and debris from components at each service
- Lubrication of moving parts, shaft bearings, fan motors,
- Inspect hoods and air louvers for operation, damage and remove dust and debris
- Inspect for leaks (water, refrigerant, oil, etc.)
- Spring operational inspection of equipment with emphasis on cooling side of unit, including compressors, air handlers, motors, coils.
- Check cleanliness of air filter track, replace filters at each inspection
- Inspection and operational verification of air handlers
- Check drive section and adjust belt alignment and record condition
- Examine operating parameters to verify temperatures and pressures are within acceptable limits
- Operational test and inspection of controls to verify settings are within acceptable range
- Replace belts annually
- Chemically clean condenser coils in late spring
- Fall operational inspection and maintenance of equipment will be performed with emphasis on heating side of equipment, with focus on heating section of unit including burner, heating element, flue.
- Examine heat exchanger, inspect for cracks and/or leaks
- Annual inspection of the boiler including removing jacket panels and cleaning flue passages with wire brush
- Vacuum out combustion chamber and burner base
- Inspection of components, cleanout cover insulation, rope seal
- Service low water cutoffs as per manufacturer's procedures
- Test relief valves
- Using combustion analyzer, ensure boiler is adjusted properly
- Test boiler for carbon monoxide or other harmful emissions
- Perform efficiency test.
- At each service we will provide a written report including completed PM checklist
- Emergency and repair service at discounted time and material rates
- Recommendations for energy saving enhancements and written estimates/proposals for repairs is included

SCHEDULE A – EQUIPMENT LIST

QUANTITY	TYPE	MANUFACTURER	LOCATION
1	RTU	CARRIER	TOWN HALL
1	RTU	CARRIER	TOWN HALL
1	CU	CARRIER	TOWN HALL
1	AHU	CARRIER	TOWN HALL
1	CU	TRANE	SR.BLDG.
1	CU	TRANE	SR.BLDG.
1	GAS BOILER	WEIL MCLAIN	TOWN HALL
	BURNER	POWERFLAME	TOWN HALL

Included in the above equipment are thermostats, controls, fans, pumps and associated equipment.

Additional Program Elements

- **Refrigerant Containment Service – We will track and record refrigerant use as per federal, state and local regulatory guidelines. Our service vans are equipped with certified refrigerant recovery equipment.**
- **Service Documentation – We will document all scheduled and unscheduled service work showing the time, date, name of service technician, and equipment identification and brief description of work. A copy of this report will be emailed upon completion of each visit.**
- **Performance Assurance Program – We will meet with you annually or more frequently upon request to evaluate and make modifications necessary, to this Planned Mechanical Maintenance Program to assure that it continues to meet your business and technical requirements.**

Town of Warwick General Instructions for Proposals

GENERAL INSTRUCTIONS FOR PROPOSALS

Contractors will be bound to the conditions and requirements set forth in these general instructions, and such instructions shall form an integral part of each contract awarded by the Town of Warwick.

PROPOSALS

1. The deadline to submit proposals will be given in the Request for Proposals.
2. All proposals must be submitted in accordance with the instructions provided by the Town of Warwick.
3. All proposals received after the time stated in the Request for Proposals will not be considered and will be returned unopened to the contractor. The contractor assumes the risk of any delay in the mail or in the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the contractor assumes responsibility for having his proposal deposited on time at the place specified.
4. All information required by the Request for Proposals, the General and Special Instructions, and the Proposal Form must be given to constitute a proposal.
5. The submission of a proposal will be construed to mean that the contractor is fully informed as to the extent and character of the supplies, materials, or equipments required and a representation that the contractor can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in the proposal for this purpose.
7. Prices and information required must be legible. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the Town is exempt from such taxes. The price proposal shall be net and shall not include the amount of any tax.
9. The contractor's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
10. Each envelope containing a Proposal must bear on the outside, the name and address of the Contractor, and the name of the project for which the Proposal is submitted. If forward by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified above.

Town of Warwick General Instructions for Proposals

11. No interpretations of the meaning of the drawings, specifications or others proposal documents will be made to any contractor orally. Every request for such interpretation should be in writing addressed to the Town of Warwick and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to all prospective contractors (at the respective addressed furnished for such purposes) not later than three working days prior to the date fixed for the opening of proposals. Failure of any contractor to receive any such addendum or interpretation shall not relieve such contractor from any obligation under his proposal as submitted. All addenda so issued shall become part of the contract documents.
12. If the supplies, materials, or equipment are to be delivered over an extended period of time or if the specifications so state, then the successful contractor may be required to execute an agreement in relation to the performance of his/her contract. If the specifications so state, the successful contractor may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the Town of Warwick.
13. All contractors are required to execute a non-collusion certificate pursuant to Section 103 of the General Municipal Law of the State of New York.
14. The contractor agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically, the provisions of the equal opportunity clause.

INSURANCE

15. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the Town of Warwick as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to municipality. If requested, the contractor must describe its financial condition and the self-insured funding mechanism.
16. The policy naming the municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secure" insurer, authorized to write business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for the Municipality, its Board, employees and volunteers.

Town of Warwick General Instructions for Proposals

- d. The municipality shall be listed as an additional insured by using endorsement CG 2010 10 85 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. The certificate of insurance must describe the specific services provided by the contractor (e.g., roofing, carpentry, plumbing, etc.) that are covered by the commercial general liability policy and the umbrella policy.
 - f. 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.
17. The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.
18. Required Insurance:
- a. **Commercial General Liability Insurance**
 - i. \$1,000,000 per occurrence/ \$2,000,000 Products/completed operations aggregate and
 - ii. \$2,000,000 general aggregate The general aggregate is to apply on a per project basis
 - iii. Policy to include full contractual liability coverage.
 - b. **Automobile Liability**
 - i. \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Excess/Umbrella Insurance**
 - i. \$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate depending on the type and size of the project.
 - d. **Workers' Compensation and N.Y.S. Disability**
 - i. Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits 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.
 - e. **Owners Contractors Protective Insurance (Required for large construction projects.)**
 - i. \$1,000,000 per occurrence/\$2,000,000 aggregate; the Municipality as the named insured.
 - f. **Bid, Performance and Labor & Material Bonds**
 - i. If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

Town of Warwick General Instructions for Proposals

19. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The contractor/permittee 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. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.
20. The municipality is a municipal governmental agency as defined in NYS Town Law.

LABOR STANDARDS

21. The wages to be paid by the contractor shall be not less than the prevailing rate of wages as defined by the New York State Department of Labor. No employee shall be deemed to be an apprentice unless he is individually registered in an apprenticeship program which is duly registered with the commissioner of labor.
22. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be submitted to the Town for review.
23. In the hiring of employees for the performance of work under this contract or subcontract hereunder, neither the contractor or any subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the contractor, any subcontractor, or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin or sex, in accordance with Executive Law 296, Sections 20 through 23.

AWARDS

24. Award will be made to the lowest responsible contractor, as will best promote the public interest, taking into consideration the reliability of the contractor, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purpose of which is required, and the terms of delivery.
25. The Town of Warwick reserves the right to reject any or all proposals. The Town may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof. Also reserved is the right to reject, for cause, any proposal in whole or part; to waive any informalities, technicalities, qualifications, irregularities, and omissions if in its judgment the best interests of the Town will be served.
26. Any Proposal may be withdrawn prior to the above scheduled time for the opening of the Proposals or authorized postponements thereof. No Contractor may withdraw a Proposal within 45 days after the actual date of the opening thereof.

Town of Warwick General Instructions for Proposals

CONTRACTS

27. A contract shall bind the successful contractor on his part to furnish and deliver at the prices and in accordance with the conditions of this proposal. Contract shall bind the Town on its part to order from the successful contractor and to pay at the contract prices, unless otherwise specified.
28. The placing in the mail of a notice of award to the successful contractor, to the address given in his proposal, will be considered sufficient notice of acceptance of this proposal.
29. A contract may be canceled for non-performance.
30. No items are to be shipped or delivered until receipt of an official purchase order from the Town of Warwick.
31. It is mutually understood and agreed that the successful contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract of his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous written consent of the Town of Warwick.

INSTALLATION OF EQUIPMENT

32. All equipment will be purchased at the discretion of the Town of Warwick.
33. The successful contractor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work the premise shall be left in neat, unobstructed condition, and the building room cleaned, and everything in perfect repair order. Materials are the property of the successful contractor unless otherwise specified.
34. Equipment, supplies, and materials shall be stored at the site only on the approval of the Town and at the successful contractor's risk. In general, on-site storage should be avoided to prevent possible damage or loss of materials.
35. Work shall be progressed so as to cause the least inconvenience to the Town and with proper consideration for the rights of other successful contractors or workmen. The successful contractor shall keep in touch with the entire operation and install his work promptly.
36. Contractors shall acquaint themselves with conditions found at the site and shall assume all responsibility for placing and installing the equipment in locations required.

GUARANTEES BY THE SUCCESSFUL CONTRACTOR

37. The successful contractor guarantees:
 - a. His/her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit,
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he/she or his/her workmen are responsible, to the building or

Town of Warwick General Instructions for Proposals

equipment, to his/her own work, or to the work of other successful contractors or workmen,

- c. To carry adequate insurance to protect the Town from loss in case of accident, fire, theft, etc.,
 - d. The equipment or materials delivered is standard, new, latest model, or regular stock product or as required by the specifications, also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice,
 - e. Any merchandise provided the contract, which is or becomes defective during the guarantee period, shall be replaced by the successful contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful contractor shall make any replacement immediately upon receiving notice from the Town.
38. The successful contractor shall not be held responsible for any delays by wars, acts of public enemies, strikes, floods, fires, act of God, or for any other acts not within the control of the successful contractor and which by the exercise of reasonable diligence he/she is unable to prevent.

PAYMENTS

39. Payment will be made only after correct presentation of Vouchers and/or invoices as may be required.
40. Payments of any claim shall not preclude the Town from making claim for adjustment of any item found to not have been in accordance with the specifications.

Town of Warwick General Instructions for Proposals

PROPOSAL FORM

Technician Hourly Rate, Routine \$186.00

Technician Hourly Rate, Emergency \$279.00 after 430 pm & SAT

Service Call Charge (if not included in hourly rate) One time per repair \$75.00

Mileage or Vehicle Charge (if not included in hourly rate) _____

Non principal (assistant) Hourly Rate, Routine _____

Non principal (assistant) Hourly Rate, Emergency _____

Other Fees you may charge if not above. _____

By: 

Robert Tiemers
Print Name

Hughes Environmental Engineering
Company

201-788-9110
Telephone

14 Leighton Place Mahwah NJ 07430
Address

2/21/2015
Date

Town of Warwick General Instructions for Proposals

**STATEMENT OF NON-COLLUSION BY BIDDER
PURSUANT TO SECTION 103-D
GENERAL MUNICIPAL LAW**

PROJECT TITLE: _____

I, _____ of the (Town, Village, City) of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am Robert Tiemers, an officer of the firm of Hughes Environmental the bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that Town of Warwick as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any bidder, with any competitor;

Unless otherwise require by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona-fide employees or bona-fide established commercial or selling agencies maintained by Hughes Environmental

(Name of Contractor)

Signature: [Signature]

Date: 2/21/2025

Print Name: Robert Tiemers

Sworn to me this _____ day of _____, 20____

Notary Public