

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

Village of Warwick Village Board Meeting – December 20, 2021

Pursuant to Chapter 417 of the Laws of 2021 permitting local governments to hold meetings remotely and take such actions authorized by law without allowing the public to be physically present at the meeting due to safety concerns related to the delta variant of COVID-19, the Village of Warwick Village Board meetings will be conducted virtually through Zoom Videoconference until further notice or until the expiration of the law on January 15, 2022.

To View the Meeting:

YOUTUBE LIVE - The public may view the meeting live on the Village of Warwick, NY YouTube channel: <https://www.youtube.com/channel/UCK7D7KGbZF6nYfbcWGH6-VA>

VILLAGE'S WEBSITE – The public may view the meeting a day or so after its completion by going to the village's website: www.villageofwarwick.org

To Comment - During Privilege of the Floor Only:

VIA EMAIL OR MAIL - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: clerk@villageofwarwick.org or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

**BOARD OF TRUSTEES
VILLAGE OF WARWICK
DECEMBER 20, 2021
AGENDA**

**Call to Order
Pledge of Allegiance
Roll Call**

1. Introduction by Mayor Newhard.
2. **Public Hearing on the application of St. Anthony Hospital for grant of a special use permit pursuant to Village Code §145-161 for maintenance of hospital buildings and construction of new hospital buildings at 15 Maple Avenue, Warwick, N.Y.**
3. Acceptance of Reports – November 2021: Clerk's Office, Justice Department, Department of Public Works, Treasurer's Office Credit Card Account Transaction Detail and Building Department.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

4. Acceptance of Minutes: December 6, 2021.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

5. Authorization to Pay all Approved and Audited Claims in the amount of \$_____.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

6. Police Report.

Announcements

1. Village of Warwick - Wastewater COVID-19 Virus Detection Notification.
2. Village of Warwick Christmas Eve sing-a-long & Apple Eve Event.

Privilege of the Floor

VIA EMAIL OR MAIL - Comments may be sent to the Village Board prior to the Village Board Meeting via email to: clerk@villageofwarwick.org or via mail: Village of Warwick, Attn: Village Clerk, P.O. Box 369, Warwick, NY 10990. Please indicate in your correspondence that you wish to have your comments read during privilege of the floor. Please limit your comments to **three (3) minutes**.

Motions

Trustee Cheney's Motions

1. RESOLUTION GRANTING APPROVAL OF THE WARWICK COMMONS OFFERS OF DEDICATION

WHEREAS, Warwick Commons Stage 5 LLC (hereinafter "Warwick Commons") has been granted amended site plan approval from the Village Planning Board by resolution of April dated 29, 2021; and

WHEREAS, pursuant to the terms of the said site plan approval, Warwick Commons has submitted Offers of Dedication to the Village of (1) 50-ft wide general municipal purposes easement over Sheffield Drive; (2) a Deed for the 50' area encompassed by the said Sheffield Drive Easement for purpose of a future Village Street; (3) A clearing easement for sight distance area at intersection of Sheffield Drive and Brady Road; (4) a Stormwater Facilities Management and Easement Agreement; and (5) a blanket easement; and

WHEREAS, the said documents have been reviewed by the Village Attorney and the Village Engineering consultant and found to be acceptable in form and substance;

WHEREAS, Sheffield Drive is not completed and is in need of further improvements by Warwick Commons Stage 5 LLC before dedication of it can be accepted;

NOW, THEREFORE, BE IT RESOLVED as follows:

(1.) That the Village Board hereby accepts dedication of the 50-ft wide general municipal purposes easement over Sheffield Drive; the clearing easement for sight distance area at intersection of Sheffield Drive and Brady Road; the Stormwater Facilities Management and Easement Agreement; and the blanket easement; and

(2.) That the Mayor is hereby authorized to execute the 50-ft wide general municipal purposes easement over Sheffield Drive; the clearing easement for sight distance area at intersection of Sheffield Drive and Brady Road; the Stormwater Facilities Management and Easement Agreement; and the blanket easement; along with any and all documents necessary for recording of the same, and to have the said documents recorded in the Office of the Orange County Clerk; and

(3.) That the Village Board hereby accepts the Offer of Dedication for the Deed for the 50' area encompassed by the said Sheffield Drive Easement for purpose of a future Village Street, but does not yet accept the dedication of the said roadway; and

(4.) That the Mayor is hereby authorized to execute any and all documents necessary for recording of the Offer of Dedication of the said roadway in the Office of the Orange County Clerk, and to hold the deed and the documents necessary for recording of it until such time, if ever, as the Village Board determines to accept dedication of the said roadway; and

(5.) The acceptance of the Offers of Dedication herein is conditional upon payment of all outstanding consultants' fees.

_____ presented the foregoing resolution which was
seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

George McManus, Trustee, voting _____

Corey Bachman, Trustee, voting _____

Michael Newhard, Mayor, voting _____

2. **MOTION** to set the amount of the maintenance undertaking for the Stormwater Control Facility Maintenance Agreement on Kennedy Apartments, Forester Avenue, Warwick, New York, in the amount of \$14,000 to be posted by letter of credit drawn upon an accredited lending institution in form acceptable to the Village Attorney.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

3. **MOTION** to approve payment #7 in the amount of \$20,662.50 to TAM Enterprises, Inc. for the Vertical Spiral Screen Project at the Orchard Street Pump Station for work regarding new hatches, grating, and roofing for the project, as per the recommendation of Village Engineer, David Getz. Funds are appropriated in budget code G.8120.4950 in the FY 2021-22 budget.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

4. **MOTION** to advertise and receive bids to furnish materials and labor for construction of the Hilltop Pump Station Generator. Funds are appropriated in budget code F.8320.2 in the 2021-22 budget.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

5. **MOTION** to authorize the Mayor to execute the 2022 DOT and NON-DOT Service Agreements with Partners in Safety to administer random drug and alcohol testing for Village employees at a cost of \$45.50 per employee.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

6. **MOTION** to return the Zoning Board of Appeals escrow balance of \$1,090 to Gordon & Svenson LLP for the appeal of the Village of Warwick Building Inspector's determination of 16 Elm Street. All invoices have been paid as per the email from Village Attorney, Robert Fink.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

7. **MOTION** to amend the contract dated November 20, 2017, between the Village of Warwick and Barton & Loguidice, D.P.C. for engineering services for the Wastewater Treatment Plant Ultraviolet Disinfection Improvement project to provide additional Construction Administrative Services and Construction Observation Services at a cost not to exceed \$14,800 per Barton & Loguidice's proposal dated December 16, 2021 and authorize the Mayor to sign the same.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____
Trustee McManus ____ Mayor Newhard ____

Trustee Lindberg's Motions

8. **MOTION** to hire Corey DeLucia and Savanna DeLucia to the FY 2021-22 special event staff at a rate of \$15.00 per hour for the Christmas Eve Service and Easter Egg Hunt per the recommendation of Village of Warwick Recreation Director, Ron Introini.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

9. **MOTION** to approve the budget modification request as per the Village Treasurer's memo dated December 14, 2021.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

10. **MOTION** to approve the budget transfer request as per the Village Treasurer's memo dated December 3, 2021.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

**11. RESOLUTION INTRODUCING PROPOSED LOCAL LAW
TO AMEND VILLAGE CODE CHAPTERS 39, 90 and A150 and TO ENACT A NEW
CHAPTER 39A REGARDING FACILITY USE AND PARK REGULATIONS AND
PERMITS**

WHEREAS, the Village Board of the Village of Warwick has before it a proposed local law entitled: "A local law to amend Village Code Chapters 39 and 90 and A150 regarding Village Parks and Facility Use Permits and to enact a new Chapter 39A regarding Assemblies"; and

WHEREAS, in order to consider adoption of the proposed local law it is necessary to first introduce it and hold a public hearing upon it;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the movant of this resolution does hereby introduce the attached proposed local law; and

2. That a public hearing on the said local law is hereby set for January 18, 2022 at 7:30 p.m.; and

3. That the Village Clerk shall publish and post notice of the public hearing.

_____ presented the foregoing resolution which was seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

George McManus, Trustee, voting _____

Corey Bachman, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee Bachman's Motions

12. **MOTION** to grant permission to the Warwick Valley Chamber of Commerce to hold a Holiday Market for Easter in the South Street parking lot on Sunday, April 10, 2022, from 7:00 a.m. – 2:00 p.m. All activities must be in accordance with the NYS and Orange County Departments of Health. Completed facility use permit, proof of proper insurance, and security deposit have been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

13. **MOTION** to grant permission to the Warwick Valley Chamber of Commerce to hold the Warwick Valley Farmers' Market in the South Street parking lot on Sundays from May 8, 2022 through November 20, 2022, from 7:00 a.m. – 2:00 p.m., except for Applefest Sunday. All activities must be in accordance with the NYS and Orange County Departments of Health. Completed facility use permit, proof of proper insurance, and security deposit have been received.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

14. **MOTION** to close Bank Street for the benefit of the Warwick Valley Farmers' Market on Sunday, April 10, 2022 and Sundays from May 8, 2022 through November 20, 2022 from 7:00 a.m. to 2:30 p.m.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

15. **MOTION RESOLUTION GRANTING SPECIAL USE PERMIT
FOR ST. ANTHONY HOSPITAL**

WHEREAS, St. Anthony Hospital owns certain real property located at 15 Maple Avenue, Warwick, N.Y. improved with a hospital building and related structures and improvements; and

WHEREAS, St. Anthony Hospital has applied to the Village Planning Board for amended site plan approval for the construction of a 2,700 s.f. building for radiology to replace the two large trailers where they currently conduct MRI's etc. located on Van Duzer Street and construction of a 3,500 s.f. OR building along Maple Street and along part of Grand Street, as well as related site improvements; and

WHEREAS, the Planning Board, as lead agency in SEQRA review of the project, has adopted a Negative Declaration; and

WHEREAS, the proposed new construction requires grant of a special use permit from the Village Board pursuant to Village Code §145-161; and

WHEREAS, it appears that a special use permit for the overall existing development of St. Anthony Hospital either never was granted or has lapsed; and

WHEREAS, St. Anthony Hospital has applied to the Village Board for a special use permit pursuant to Village Code §145-161 approving both the overall existing development of St. Anthony Hospital and the two new buildings; and

WHEREAS, the Village Board has held a public hearing on the application for a special use permit;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Village Board does hereby make the following findings pursuant to Village Code §145-120

A. The proposed use and development of St. Anthony Hospital is of such location, size, and character that it will be in harmony with the appropriate and orderly development of the neighborhood in which it is situated and will not be detrimental to adjacent properties. St. Anthony Hospital has been on the subject property for many years and is an integral part of the neighborhood and the Village. The proposed additional buildings will enhance the hospital property.

B. The proposed use and development of the property does not pose any undue hazards to pedestrian and vehicular traffic. The negative declaration under SEQRA confirms the Village Board's finding on this point.

C. The location and height of buildings and proposed buildings on the property are not of such nature, size, appearance or location that they will hinder or discourage use or development of other properties in the neighborhood or the district. Again, the hospital has been a fixture in the neighborhood and the Village for many years.

D. The proposed development will not result in a need for additional public facilities or services or create such fiscal burdens upon the Village greater than those which characterize uses permitted by right under applicable zoning.

2. That the Village Board hereby grants the requested special use permit.

_____ presented the foregoing resolution which was
seconded by _____,

The vote on the foregoing resolution was as follows:

Barry Cheney, Trustee, voting _____

William Lindberg, Trustee, voting _____

Corey Bachman, Trustee, voting _____

George McManus, Trustee, voting _____

Michael Newhard, Mayor, voting _____

Trustee McManus' Motions

16. **MOTION** to appoint Eileen Astorino as the Registrar of Vital Statistics for the Village of Warwick with a four-year term from January 1, 2022, through December 31, 2025.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

17. **MOTION** to appoint Carolyn Purta as the Deputy Registrar of Vital Statistics for the Village of Warwick with a four-year term from January 1, 2022, through December 31, 2025.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

18. **MOTION** to create the position of Part-Time Billing Control Clerk and authorize the Mayor to sign form MSD-222 in accordance with Orange County Civil Service requirements.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

19. **MOTION** to advertise for the position of Part-Time Billing Control Clerk.

The vote on the foregoing **motion** was as follows:

Trustee Cheney ____ Trustee Lindberg ____ Trustee Bachman ____

Trustee McManus ____ Mayor Newhard ____

Reports

Trustee Cheney's Report: Liaison to Planning & Zoning, Town of Warwick, Public Works Daily Operations, Engineering and Infrastructure, Water and Wastewater Operations, Green Building Practices/Alternative Energy Options, Citizens Awareness Panel/Jones Chemical, Orange County Planning, Veterans, Comprehensive Master Plan.

Trustee Lindberg's Report: Liaison to Office of the Treasurer, Parks & Recreation, Community Health & Fitness, Government Efficiency, Weekender Bus & Transportation Issues, Traffic and Parking, Liaison to Warwick Fire Department, Safety Committee, Crosswalk & Pedestrian Issues, Policy Development, Employee Training – Workplace Violence/Sexual Harassment.

Trustee Bachman's Report: Liaison to Merchants, Chamber of Commerce, Tourism, Arts & Culture, Historical Society, Public Interface and Outreach, Senior Citizens, Issues of Public Health, St. Anthony's Community Hospital and Bon Secour, Orange County Department of Health.

Trustee McManus' Report: Liaison to Albert Wisner Library, Warwick Valley Schools, Town of Warwick Police Department, Ethics, Cablevision, Alteva (WVT), Issues of Emergency and Homeland Security, WYDO and Warwick Valley Community Center, Youth Leadership Academy, Warwick Valley Prevention Coalition.

Final Comments from the Floor

Final Comments from the Board

Executive Session, if applicable

Adjournment

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

LEGAL NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Village Board of the Village of Warwick will hold a public hearing on December 20, 2021, at 7:30 o'clock p.m. on the application of St. Anthony Hospital for grant of a special use permit pursuant to Village Code §145-161 for maintenance of hospital buildings and construction of new hospital buildings at 15 Maple Avenue, Warwick, N.Y.

PURSUANT TO CHAPTER 417 OF NEW YORK STATE LAWS OF 2021, the said meeting will be conducted in the following manner: Members of the Village Board will attend the meeting via Zoom video or teleconference. The public hearing may be viewed live on the Village of Warwick, NY YouTube channel at <https://www.youtube.com/channel/UCK7D7KGbZF6nYfbcWGH6-VA>.

Interested parties may submit comments to be received by 4:00 p.m. on December 20, 2021, via mail; Attn: Village Clerk, 77 Main Street, Warwick, NY, 10990 or via email; clerk@villageofwarwick.org. Comments may also be made via YouTube during the public hearing by going to the Village of Warwick, NY YouTube channel.

NO IN-PERSON ATTENDANCE IS AVAILABLE OR PERMITTED FOR THE MEETING. Public comment will be permitted. There is no physical meeting location, but for the purpose of compliance with the applicable law, the location of the meeting shall be deemed to be conducted at Village Hall, 77 Main St, Warwick, NY 10990.

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

Dated: November 19, 2021

Village of Warwick
Special Use Permit Application

RECEIVED

NOV 12 2021

Date received 11/12/2021
App. Fee ✓ # 31000 Rec. 10/26/21

VILLAGE OF WARWICK
VILLAGE CLERK'S OFFICE

- 1) Applicant's name St. Anthony Community Hospital / Anita Volpe, Hospital Administrator
- 2) Address 15 Maple Avenue, Warwick, NY 10990
- 3) Tele. No. # 845-987-5296 Cell # n/a
- 4) Email Address Julian_Collins@BSHS.org
- 5) Project Location 15 Maple Avenue, Warwick, NY 10990
- 6) Sec. Lot & Blk 207/1/3
- 7) Describe Proposed Project Entire St. Anthony Hospital Property and New Addition to the
O.R. and Radiology Departments
- 8) Square Footage of Parcel 2.93 Acres

9) Has any variances, site plans or subdivisions been granted for the proposed property For this phase, No

If so, please attach any copies of variances or Resolutions to this application form.

Previous Projects,
YES

Signature of Applicant

Date 11-11-2021

Signature of Property Owner

Date 11-11-2021

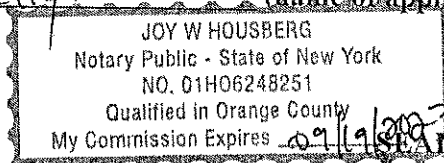
State of New York
County of Orange

This instrument was acknowledged before me on Nov. 11, 2021 by

Daniel Patrick Kelly

(name of applicant).

Joy W. Housberg
Signature of Notary Public



Owner and/or applicant are responsible for payments of any and all consultant's fees.



LEGEND

DELETED

-----OVERHEAD UTILITY LINES

-----UNDERGROUND WATER LINE

-----UNDERGROUND STORM LINE

- [illegible]

Architecture
Spartan Center
(202) 276-4736

Engineering
162 M Street Avenue
661-5741 586-5883

Interior Design
Doris Smith, P.S. 12412
www.dorisdesigninteriors.com

Architecture
Spartan Center
(202) 236-4336

Engineering
162 M Street Avenue
661-5741 586-5883

Interior Design
Doris Smith, P.C. 12412
www.dorissmithinteriordesign.com

CRIFTHS ENGINEERING
22 South Washington Street, Suite 1
Singapore, S.E. 17905
Telephone 6479 724-5000
Telex 6485 7744-26

FINANCIAL
Health
A Division of
FINANCIAL HEALTH GROUP, INC.
10000 Parkside Drive
Suite 100
Dallas, TX 75244
Phone: (214) 343-1111
Fax: (214) 343-1112
www.fhgroup.com

iology Suite
Phase II

**RADIOLOGY ADDITION
PROPOSED SITE LAYOUT
AND UTILITIES**

PROGRAM SVT	CHICKEN SVT
AUL	D.S.
DUE	PROJECT INC.

C-2



LEGEND

—u/E——u/E—— —OVERHEAD UTILITY LINES
—W—— —UNDERGROUND WATER LINE
— — — — —UNDERGROUND STORM LINE

1. The Contractor shall be responsible for the design and construction of the project, and shall be responsible for the safety of the project. The Contractor shall be responsible for the safety of the project, and shall be responsible for the safety of the project.

HIGHLAND ASSOCIATES

Architectural
Interior Design
Landscape Architecture
Engineering
Construction Management
Historic Preservation
Traffic Studies
Urban Planning
Water Resources
Wildlife Management

GRAFFIUS ENGINEERING
15 Maple Ave. Westfield, MA 01090
Tel: 413/255-7400
Fax: 413/255-7401
www.graffius.com

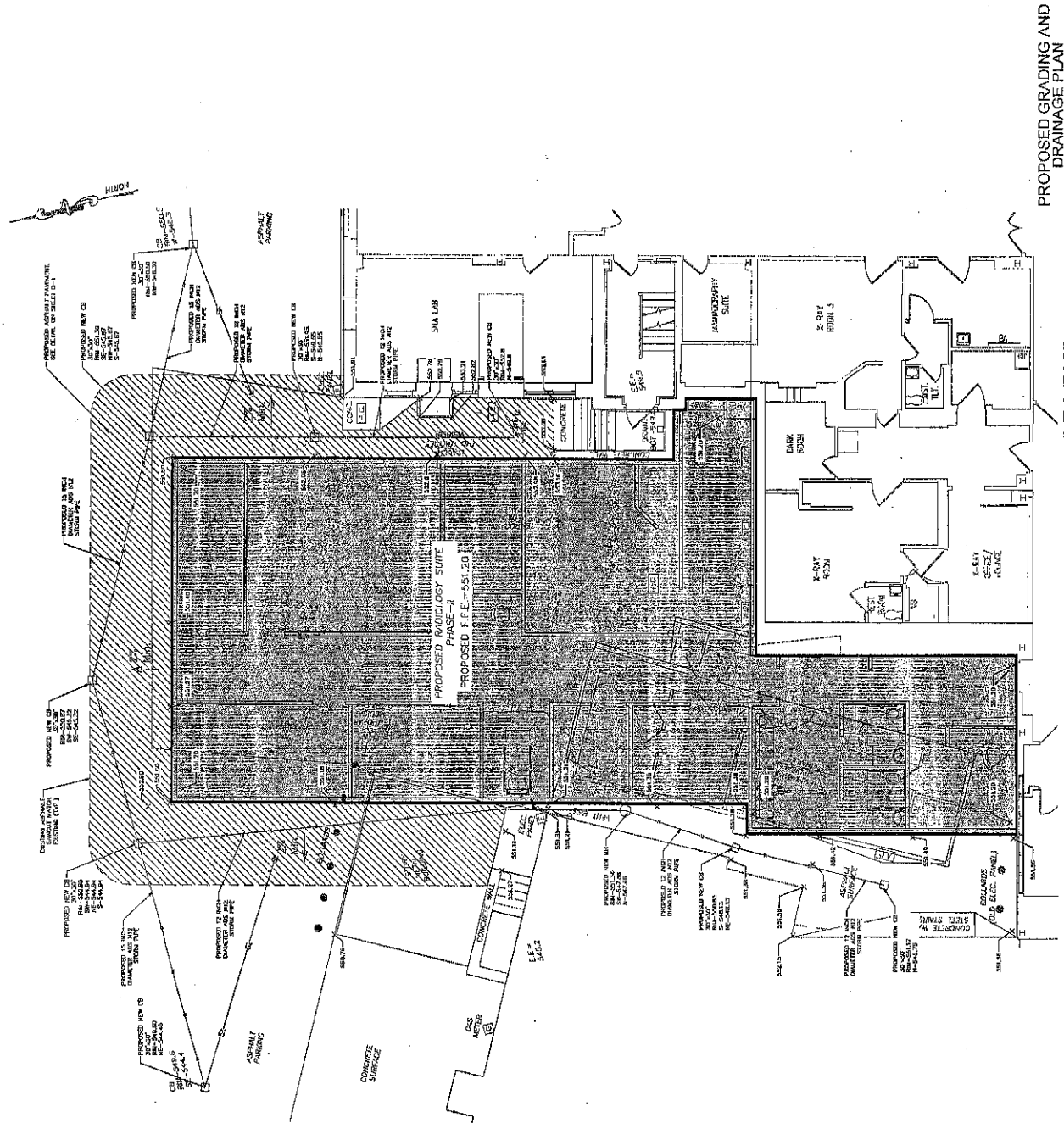
St. Anthony Community Hospital
15 Maple Ave. Westfield, MA 01090
Tel: 413/255-7400
Fax: 413/255-7401
www.stahospital.com

Radiology Suite
Phase II

RADIOLOGY ADDITION
PROPOSED GRADING AND
DRAINAGE PLAN

DATE: 10/1/03
PROJECT NO.: 03-001
DRAWING NO.: 03-001-01

C-3

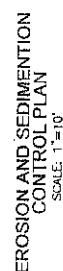


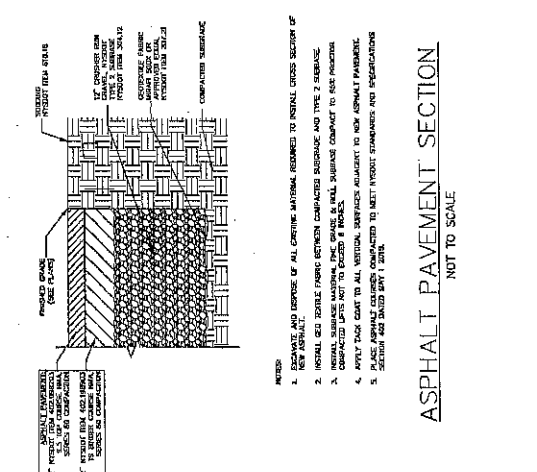
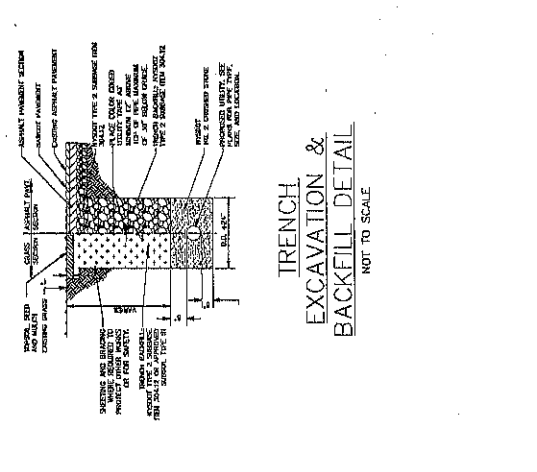
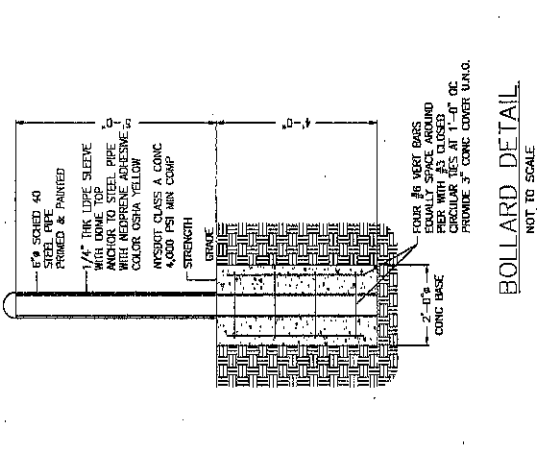
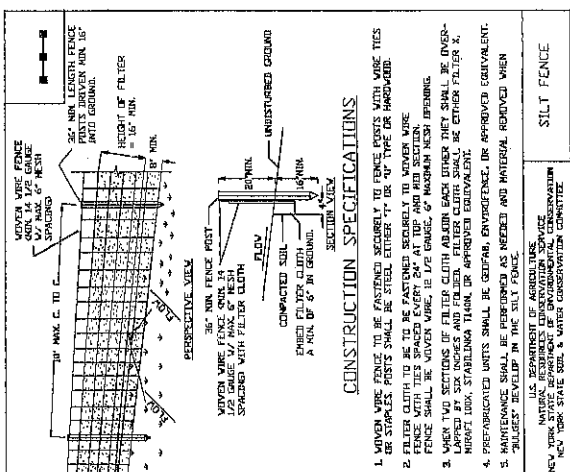
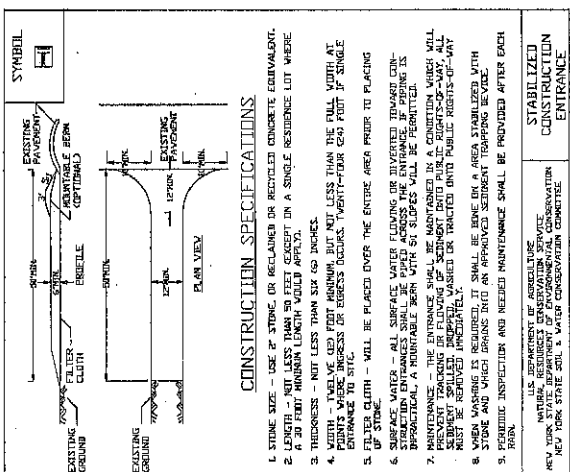
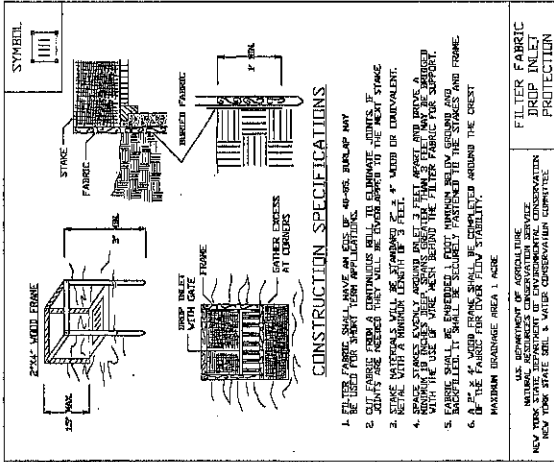
PROPOSED GRADING AND
DRAINAGE PLAN
SCALE: 1"=5'

LEGEND

- OVERHEAD UTILITY LINES
- UNDERGROUND WATER LINE
- UNDERGROUND STORM LINE

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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10. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

[illegible]



HIGHLAND ASSOCIATES

Architect: Highland Associates
 120 West 42nd Street, 15th Floor
 New York, NY 10018
 Tel: 212-692-5000
 Fax: 212-692-5001
 Email: hassociates@aol.com

PROJECT NO. 102



GRIFFITHS ENGINEERING

15 Hudson Avenue, Suite 1
 New York, NY 10014
 Tel: 212-692-7900
 Fax: 212-692-7901

PROJECT TITLE

St. Anthony Community Hospital

15 Hudson Avenue, Suite 1

New York, NY 10014

Phase II

Radiology Suite

Phase II

Scale

Notes and Details

Notes and Details

Notes and Details

Notes and Details

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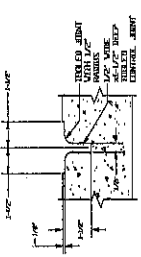
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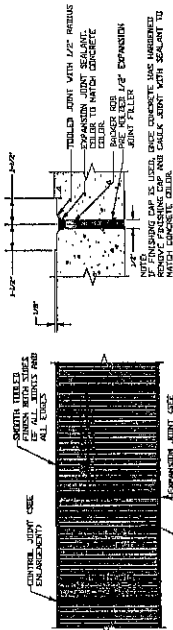
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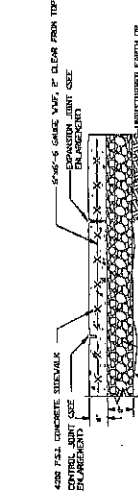


CONTROL JOINT ENLARGEMENT

1. PROVIDE EXPANSION JOINTS AS SHOWN ON PLANS OR AT MAXIMUM 20'-0" IN ANY DIRECTION.
2. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
3. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
4. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
5. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
6. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
7. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
8. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
9. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.
10. PROVIDE 1" MINIMUM CONCRETE COVER OVER ALL REINFORCING STEEL.

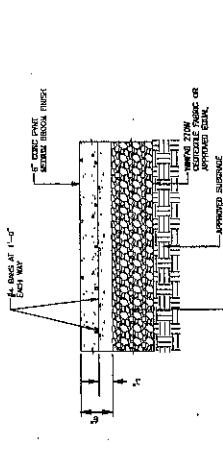


EXPANSION JOINT ENLARGEMENT



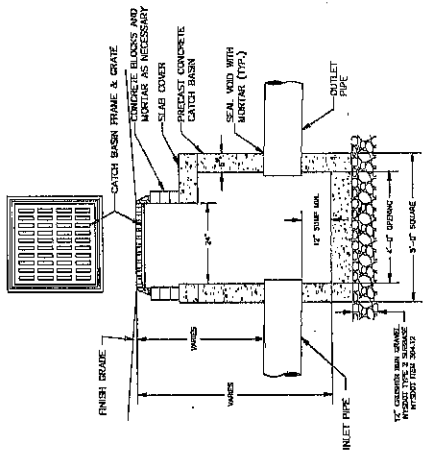
CONCRETE SIDEWALK DETAIL (NO CURB)

NOT TO SCALE



CONCRETE DUMPSTER PAD / TRANSFORMER PAD SECTION DETAIL

NOT TO SCALE



CATCH BASIN DETAIL

NOT TO SCALE

Architects	Engineering	Interior Design
Regional Center 3750 285-4316	102 Highland Avenue Ind 574 595-5990	Cedar Street, PO 30413 www.hogelinteriorsolutions.com

4.6.1. *Staphylococcus aureus* (ATCC 12228)

G

GRIFFITHS ENGINEERING
11 South Washington Street, Suite 1
Brooklyn, N.Y. 11206
Tel. 718-776-1607
Telex 160712 G-GRS
Fax 1607 724-8256

WNYC
Health
St. Anthony Community
Hospital
15 Maple Ave., Warwick, NY 10990

O.R. ADDITION

O.R. ADDITION EXISTING CONDITIONS & DEMOLITION PLAN

DATE	05/05/2010	PROJECT NO	05
DATE	05/05/2010	PROJECT NO	05

5

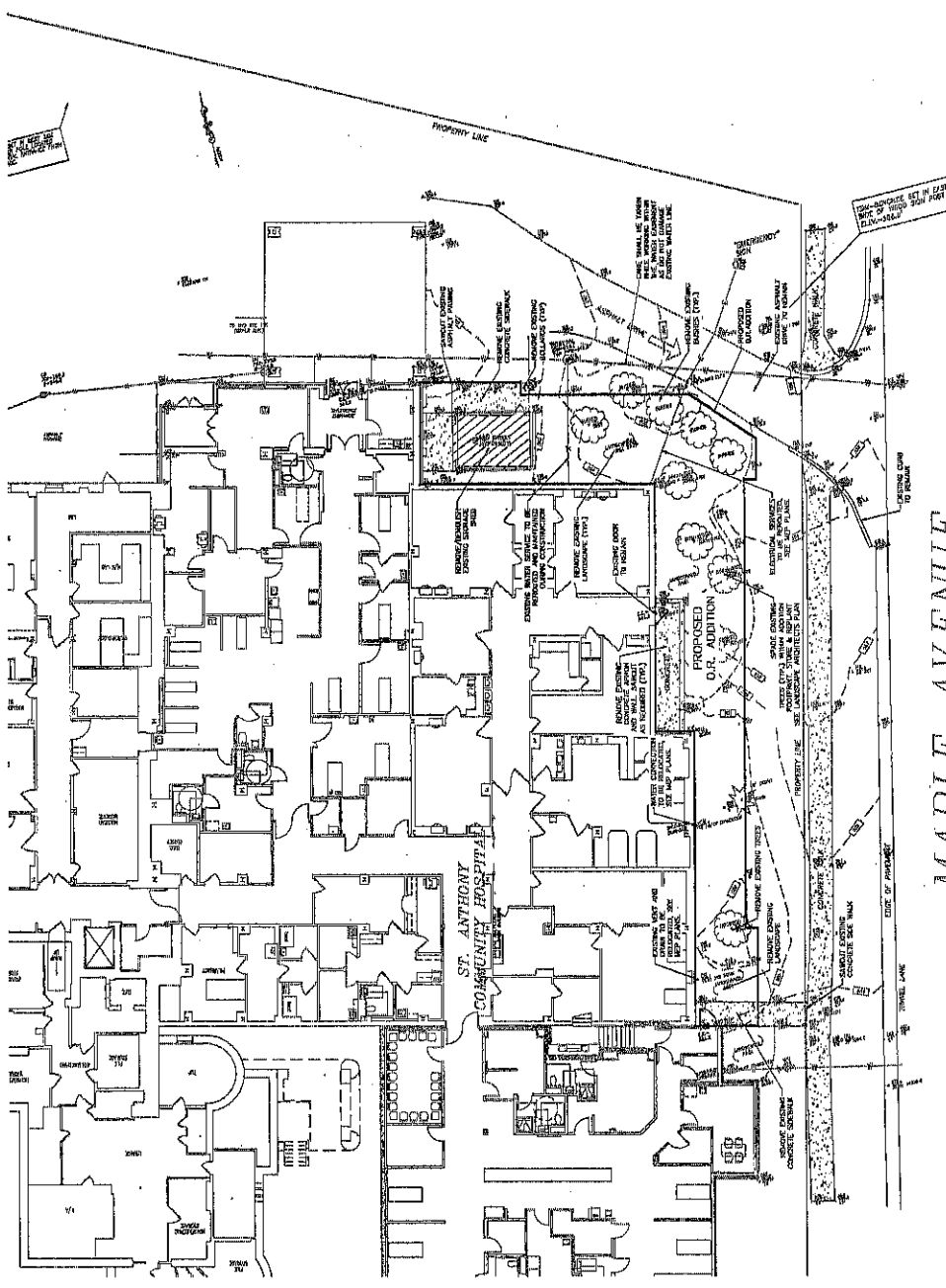
CONFIDENTIAL

**EXISTING CONDITIONS &
DEMOLITION PLAN**
SCALE: 1"=10'

LEGEND

—E— UNDERGROUND ELECTRICITY LINE
—W— UNDERGROUND WATER LINE
—S— UNDERGROUND STORM LINE

MAPLE AVENUE
(NEW YORK STATE ROUTE 124)



- [illegible]

HIGHLAND ASSOCIATES

Architects
 Engineering
 Interior Design
 2700 2nd Ave. S.
 Minneapolis, MN 55404
 Tel: (612) 338-2200
 Fax: (612) 338-2201
 Email: info@highlandassoc.com



GRIFFITHS ENGINEERING
 2000 1st Ave. S.
 Minneapolis, MN 55404
 Tel: (612) 338-2200
 Fax: (612) 338-2201
 Email: info@griffithseng.com



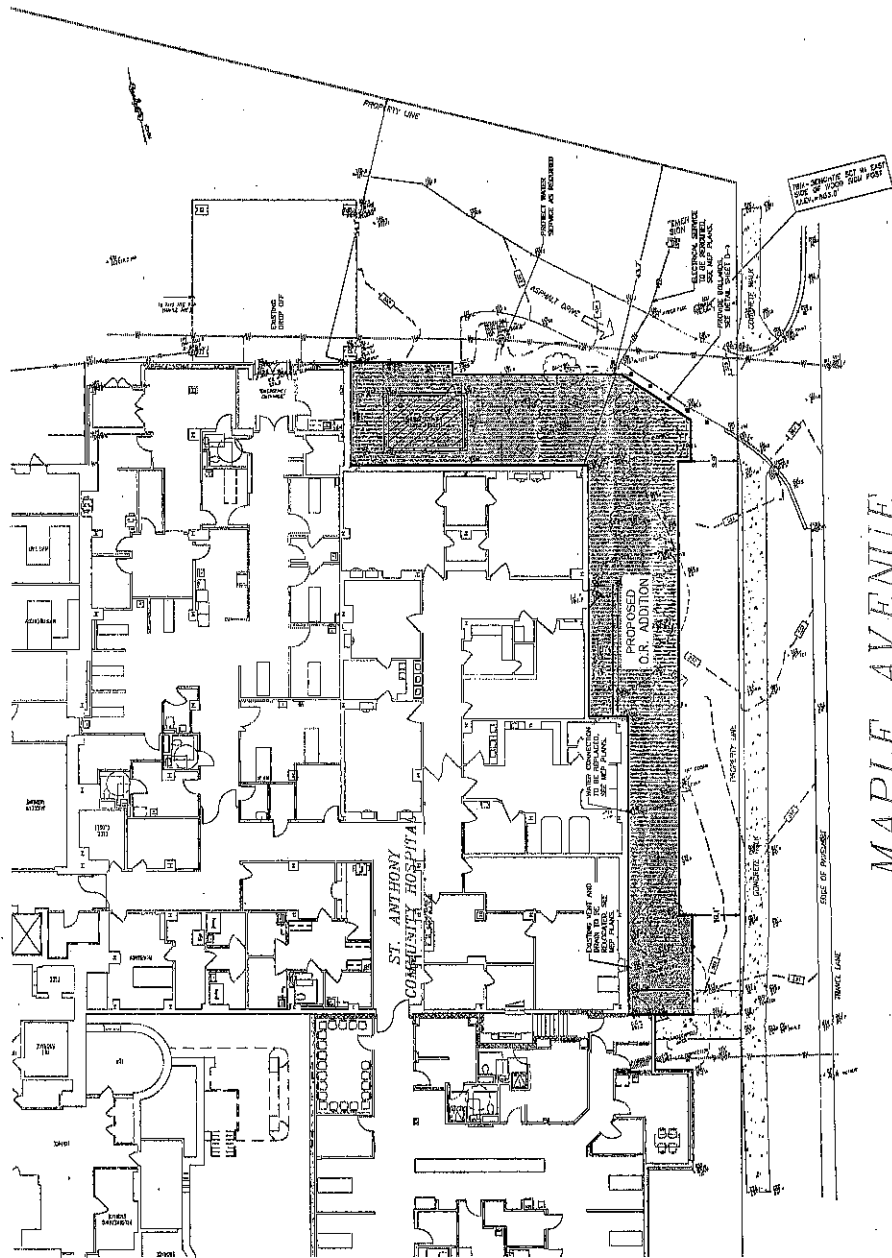
MWH
 15 Maple Avenue
 St. Anthony Community Hospital
 St. Anthony, MN 55080
 Tel: (612) 338-2200
 Fax: (612) 338-2201
 Email: info@mwh.com

O.R. ADDITION

O.R. ADDITION
 PROPOSED SITE LAYOUT
 AND UTILITIES

DATE	BY	REVISION
01/15/00	WJ	ISSUED FOR PERMIT
02/15/00	WJ	REVISED FOR PERMIT
03/15/00	WJ	REVISED FOR PERMIT
04/15/00	WJ	REVISED FOR PERMIT
05/15/00	WJ	REVISED FOR PERMIT
06/15/00	WJ	REVISED FOR PERMIT
07/15/00	WJ	REVISED FOR PERMIT
08/15/00	WJ	REVISED FOR PERMIT
09/15/00	WJ	REVISED FOR PERMIT
10/15/00	WJ	REVISED FOR PERMIT
11/15/00	WJ	REVISED FOR PERMIT
12/15/00	WJ	REVISED FOR PERMIT

C-2



PROPOSED SITE LAYOUT
 AND UTILITIES
 SCALE: 1"=10'

LEGEND
 ———— OVERHEAD UTILITY LINES
 ———— UNDERGROUND WATER LINE
 ———— UNDERGROUND STORM LINE

MAPLE AVENUE
 (NEW YORK STATE ROUTE 17A)

1. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MINNEAPOLIS AND THE STATE OF MINNESOTA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES.
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4. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE ADDITION AND THE UTILITIES.

Architecture
Nathan Center
(570) 394-1324

Engineering
112 Highland Avenue
Roanoke, VA 24060
(540) 594-5990

Interior Design
Doris Sumner, P.A. 128131
www.knightengr.com

FOR MORE INFO

Blacks are over-represented in the lowest income group, and under-represented in the highest income group. Whites are over-represented in the highest income group, and under-represented in the lowest income group.

G

GRIFFITHS ENGINEERING
13 South Wallingford Street, Suite 2
Highland Park, MI 48203
Telephone 682 724-5250
Fax 682 721-2554

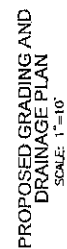
WNYC Health
 From the WNYC Health Center
 15 Maple Ave. Warwick, NY 10990

O.R. ADDITION

O.R. ADDITION PROPOSED GRADING AND DRAINAGE PLAN

DATE: 10/10/80	CHANGED BY: RA
DATE: 10/10/80	PROJECT NO: 1

3



MAPLE AVENUE
(NEW YORK STATE ROUTE 17A)

- [illegible]

HIGHLAND ASSOCIATES

10000 100th Street
 Suite 100
 Richmond, NY 12174
 (518) 885-0000
 Fax: (518) 885-0001
 h.a.assoc@earthlink.net

GRIFFITHS ENGINEERING
 15 Maple Avenue, Suite 1
 St. Anthony Community Hospital
 15 Maple Avenue, Waterville, NY 12190
 Tel: 518-837-7300
 Fax: 518-837-7301

PROJECT TITLE
 ST. ANTHONY COMMUNITY HOSPITAL
 15 MAPLE AVENUE, WATERVILLE, NY 12190

DATE
 01/11/01

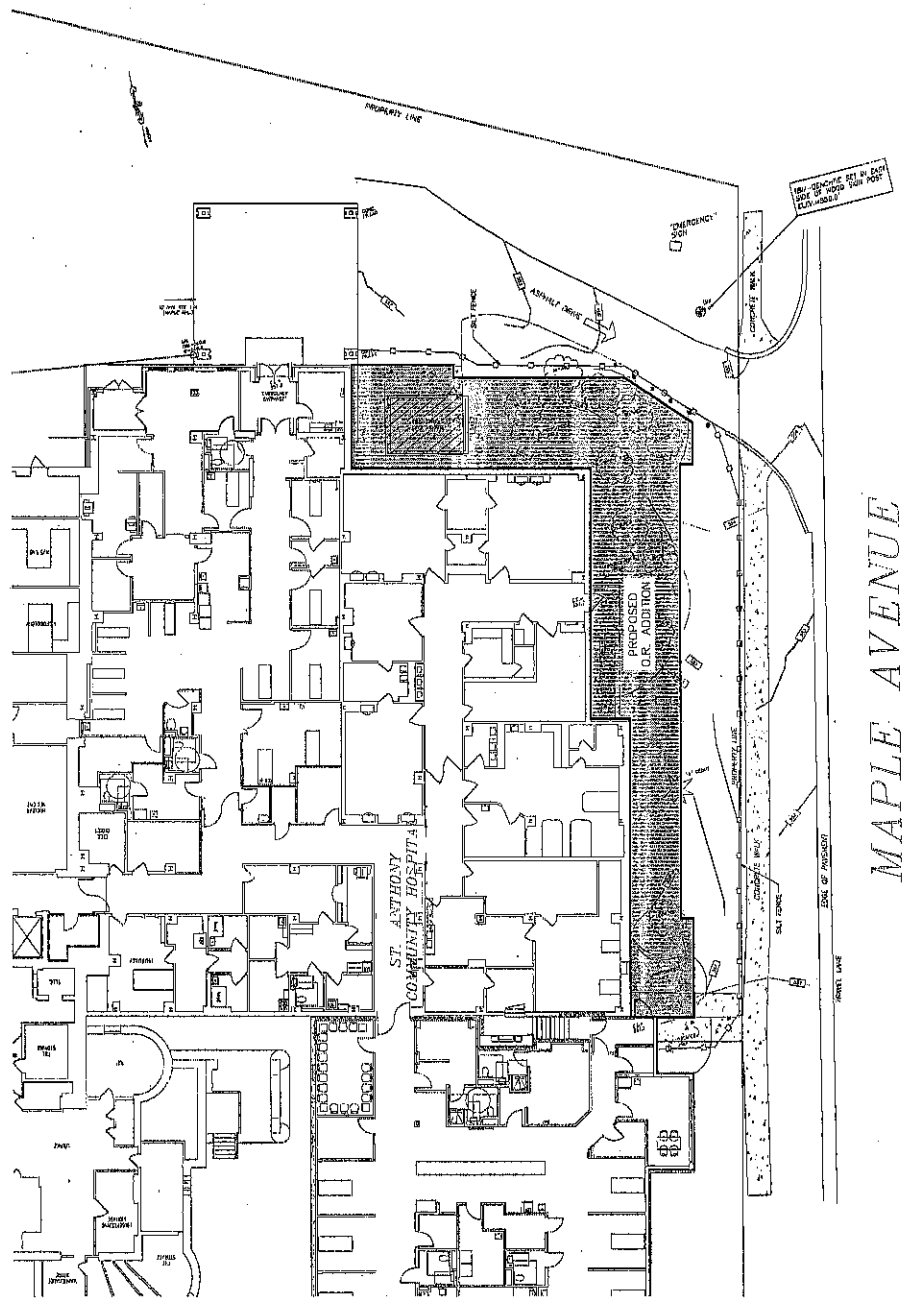
PROJECT NO.
 01/01/01

DESIGNED BY
 O.R. ADDITION

EROSION AND SEDIMENTATION CONTROL PLAN

SCALE: 1"=10'

C-4



EROSION AND SEDIMENTATION
 CONTROL PLAN
 SCALE: 1"=10'

NOTES:
 1. SEE SHEET C-1 FOR GENERAL NOTES.
 2. SEE SHEET C-2 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 3. SEE SHEET C-3 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 4. SEE SHEET C-4 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 5. SEE SHEET C-5 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 6. SEE SHEET C-6 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 7. SEE SHEET C-7 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 8. SEE SHEET C-8 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 9. SEE SHEET C-9 FOR EROSION AND SEDIMENTATION CONTROL PLAN.
 10. SEE SHEET C-10 FOR EROSION AND SEDIMENTATION CONTROL PLAN.

HIGHLAND ASSOCIATES

Architectural | Engineering | Landscape Design
 10000 Old Orchard Road, Suite 200
 Dallas, Texas 75243
 Phone: (214) 343-1100
 Fax: (214) 343-1101
 Email: info@hland.com

GRIFFITHS ENGINEERING

10000 Old Orchard Road, Suite 200
 Dallas, Texas 75243
 Phone: (214) 343-1100
 Fax: (214) 343-1101
 Email: info@griffiths-engineering.com

St. Anthony Community Hospital

15 Maple Avenue
 Dallas, Texas 75243
 Phone: (214) 343-1100
 Fax: (214) 343-1101
 Email: info@st-anthony-hospital.com

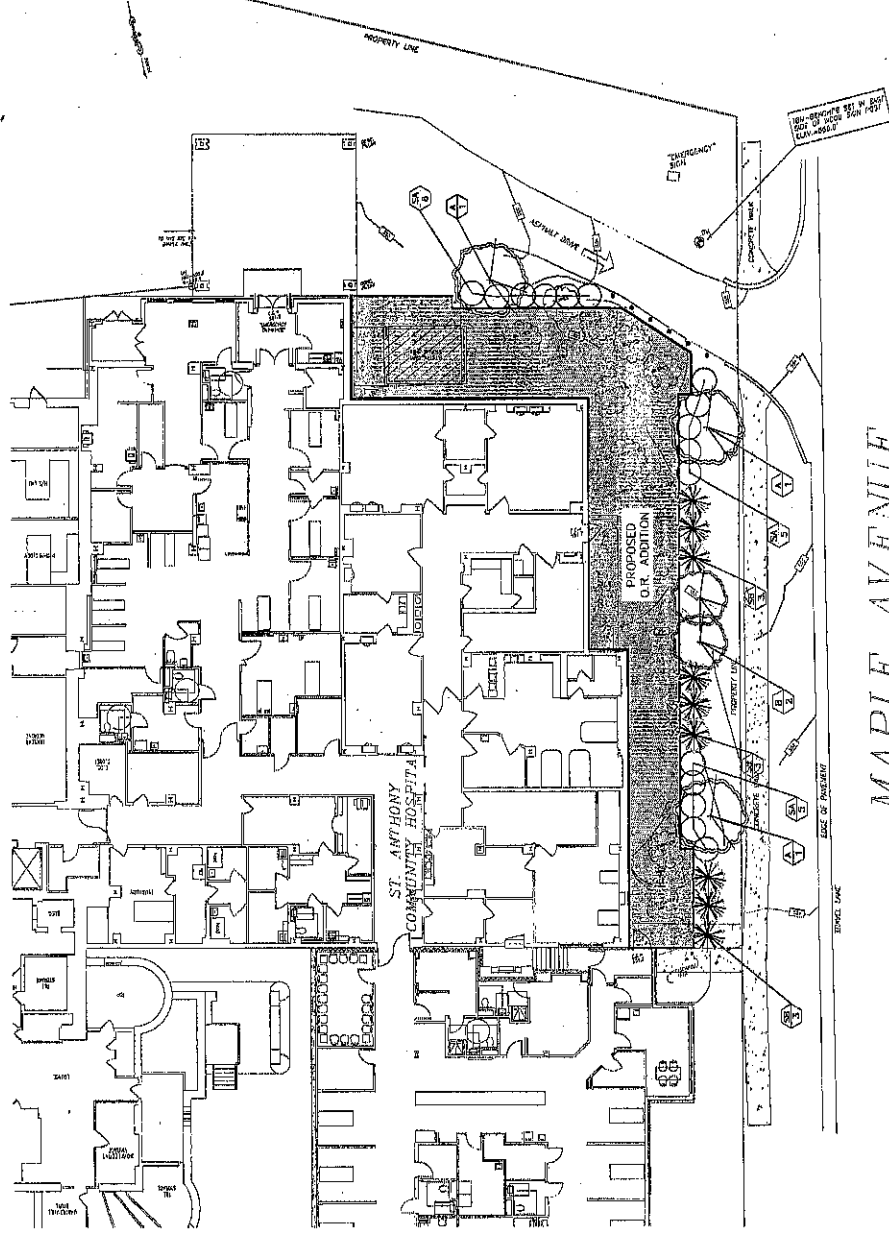
O.R. ADDITION

LANDSCAPING PLAN

SCALE: 1"=10'

C-5

1. PROVIDE THE LAYOUT AND/OR SPECIFICATIONS FOR THE LANDSCAPING TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
2. PROVIDE THE LAYOUT AND/OR SPECIFICATIONS FOR THE LANDSCAPING TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
3. PROVIDE THE LAYOUT AND/OR SPECIFICATIONS FOR THE LANDSCAPING TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
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11. PROVIDE THE LAYOUT AND/OR SPECIFICATIONS FOR THE LANDSCAPING TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
12. PROVIDE THE LAYOUT AND/OR SPECIFICATIONS FOR THE LANDSCAPING TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.



MAPLE AVENUE (NEW YORK STATE ROUTE 17A)

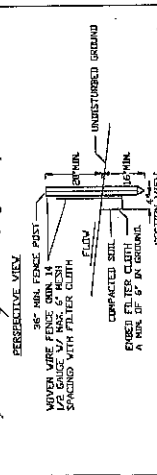
PLANTING LEGEND

DECIDUOUS TREE SPECIES	COMMON NAME	FORM	SIZE	QUANTITY	REMARKS
A	Fraxinus viridis	B & B	3" CAL.	3	APPROX. 8 FT TALL
B	Quercus alba	B & B	MULTI STEM	2	APPROX. 8 FT TALL

SHRUB SPECIES	COMMON NAME	FORM	SIZE	QUANTITY	REMARKS
SA	Buxus sempervirens 'aurea'	CONTAINER	3 GAL.	15	
SB	Juniperus chinensis 'suecica'	CONTAINER	2 GAL.	9	

NOTES

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.
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12. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DALLAS LANDSCAPING ORDINANCES.



1. VIBRATORY VIBES TO BE FASTENED SEPARATELY TO FENCE POSTS WITH VIBES, TIES, OR STAPLES. POSTS SHALL BE STEEL EITHER 1" OR 1 1/2" OR HEAVIER.

2. VIBES SHALL BE FASTENED TO THE TOP AND MID SECTION OF THE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.

3. VIBES SHALL BE VIBRATORY VIBES, 12 TO 16 GAUGE, 6' MINIMUM HEIGHT.

4. FILTER CLOTH TO BE TO BE FASTENED SEPARATELY TO VIBES.

5. WHEN TWO SECTIONS OF FILTER CLOTH ADJACENT EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND TO BE FASTENED TOGETHER WITH TIES OR STAPLES.

6. FILTER CLOTH SHALL BE 100% STAINLESS STEEL OR APPROVED EQUIVALENT.

7. APPROVED EQUIVALENT SHALL BE USED.

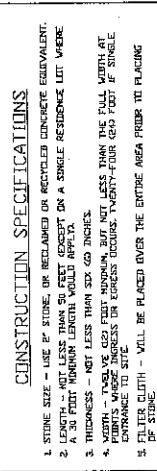
8. UNDESIRABLES SHALL BE CATCHED, ENVOYED, OR APPROVED EQUIVALENT.

9. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL USED WHEN

BUILDERS' DEVELOP IN THE SILT FENCE.

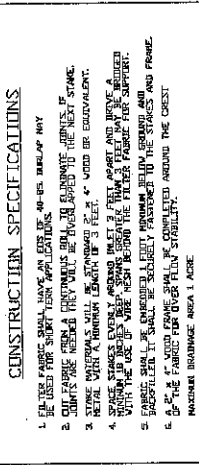
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE

SILT FENCE

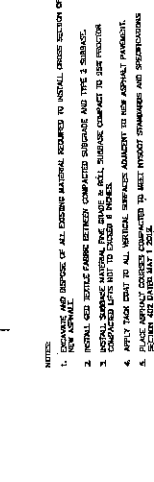


7. MAINTENANCE - THE DISTANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL ALLOW TRACKING AND FLOWING OF SEDIMENT INTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT SHALL BE PROPERLY WASHED OR TRACTED UNTIL PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON A AREA STABILIZED WITH STONE AND WHICH DRAWS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

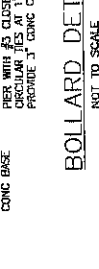
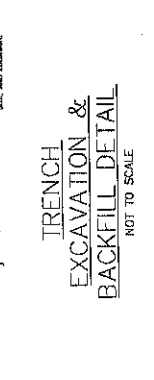
U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION NEW YORK STATE SOIL & WATER CONSERVATION COMMITTEE	STABILIZED CONSTRUCTION ENTRANCE
---	--



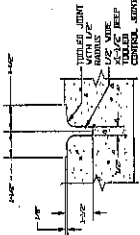
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
NEW YORK STATE SOIL & WATER CONSERVATION COMMISSION



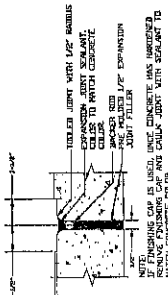
ASPHALT PAVEMENT SECTION
NOT TO SCALE



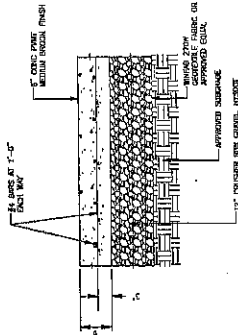
3. LOCATE EXPOSURE JOISTS AS SHOWN ON PLANS OR AT 10' INTERVALS IN ANY DIRECTION.
4. PROVIDE EXPOSURE JOISTS AT CONTACT POINTS WITH EXISTING, NEW OR EXISTING CONCRETE, AND ANY PERMANENT STRUCTURES.
5. LOCATE CONTROL JOISTS AS SHOWN ON PLANS OR IF NOT SHOWN ON PLANS AT 9'-0" ON CENTER.
6. EDGES OF CONCRETE SHALL BE TOoled WITH 1/2" WHEELS.
7. AFTER CONCRETE HAS CURED, SAW EXPOSED CONCRETE BEFORE ITS SETTING CONSOLIDATION FOR SEALING COMPOUND WITH JOINT SEALANT. APPLY FOR MANUFACTURERS.



16'-6" GANGE VULF. 2' CL. 140' FROM TIP
EXPANSION JOINT CASE
ENLARGEMENT

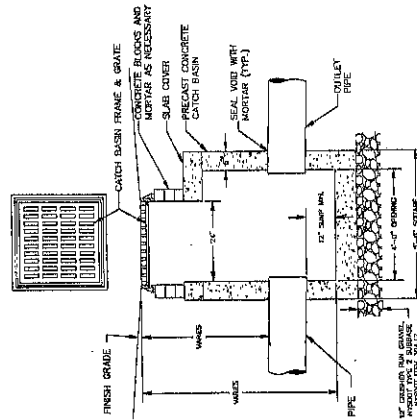


WEIGHT TO SCALE

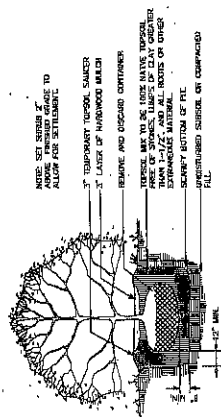


CRACK CONTROL JOINTS NOTE:
TYPE 2 SLAB/SEAL JOINTS PER 306.12
ALL CONCRETE PAVEMENT CRACK CONTROL JOINTS SHALL BE ESTABLISHED BY USE OF 1 1/2" DEEP SPEED-2-JOINT®
PREHARDENED CONTRACTION JOINT EXPANDED STEPS BY M.R. MEADOWS, INC. OR APPROVED EQUAL. SPACING AND
DEPTH OF CRACK CONTROL JOINTS SHALL BE AS SHOWN ON "SEE PLAN."

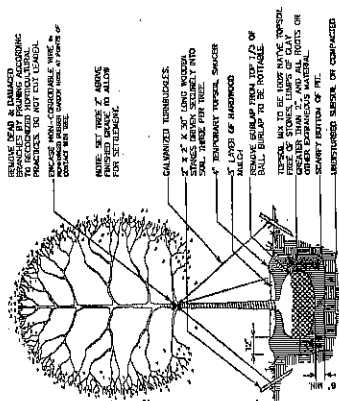
CONCRETE DUMPSTER PAD / TRANSFORMER PAD SECTION DETAIL.



NOTES



WHAT TO SCREW



HIGHLAND ASSOCIATES

Architectural Engineering
 100 West 17th Street, 10th Floor
 New York, NY 10011
 (212) 366-1234
 hlandassoc.com

DATE: 10/15/2014



GRIFFITHS ENGINEERING
 100 West 17th Street, 10th Floor
 New York, NY 10011
 (212) 366-1234
 griffithseng.com



St. Anthony Community Hospital
 15 Maple Ave. Westfield, NY 12090

PROPOSED WORK OVERALL SITE PLAN

DATE: 10/15/2014
 SCALE: 1"=50'

C-100

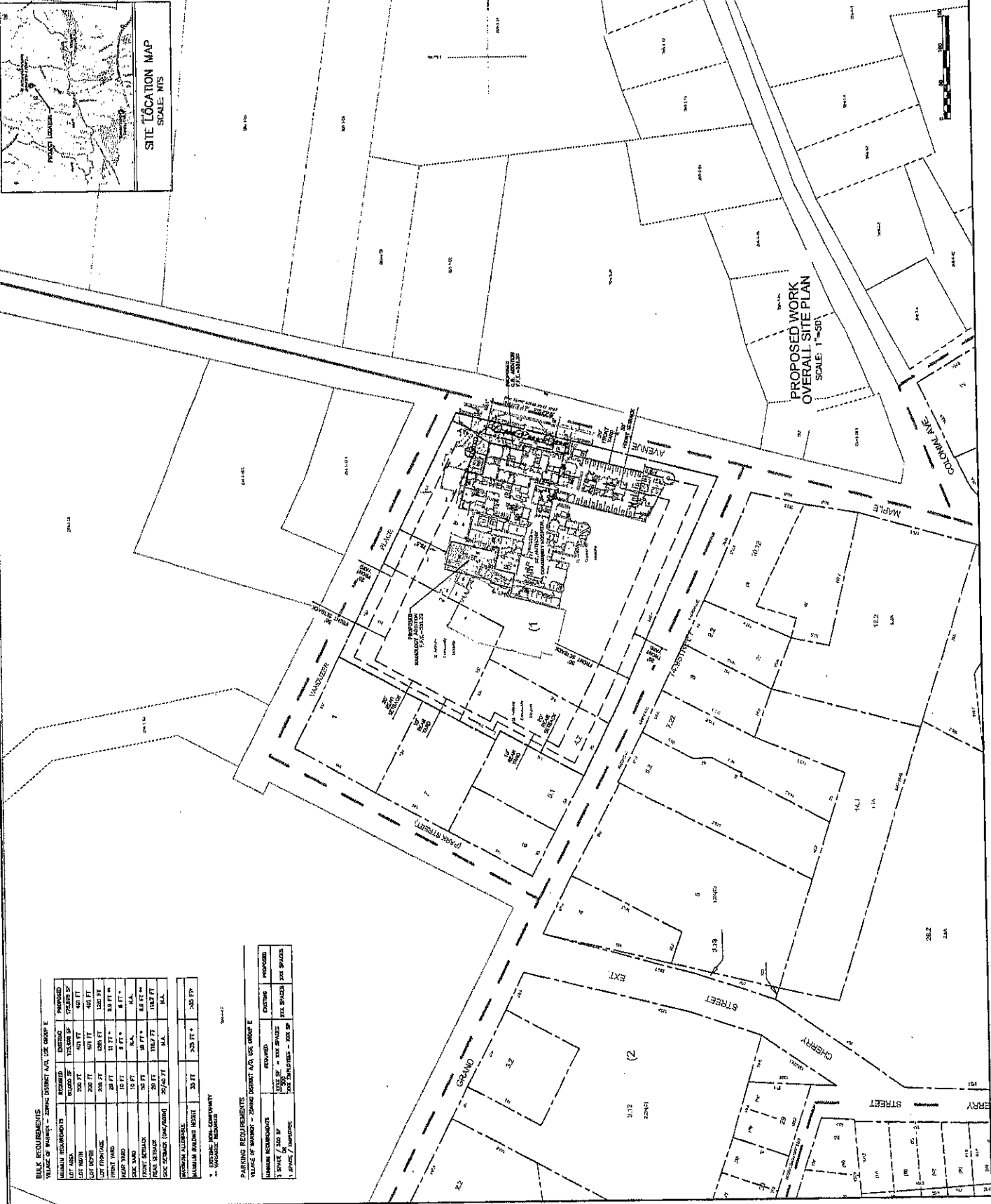
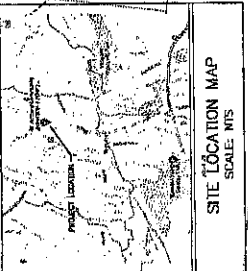


TABLE 1: ZONING REQUIREMENTS

REQUIREMENT	REQUIREMENT	REQUIREMENT	REQUIREMENT
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.

TABLE 2: ZONING REQUIREMENTS

REQUIREMENT	REQUIREMENT	REQUIREMENT	REQUIREMENT
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.
MINIMUM LOT AREA	2,500 SQ. FT.	MINIMUM LOT AREA	2,500 SQ. FT.
MINIMUM LOT DEPTH	40 FT.	MINIMUM LOT DEPTH	40 FT.
MINIMUM LOT WIDTH	40 FT.	MINIMUM LOT WIDTH	40 FT.

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

An Important Message COVID-19 Update December 11, 2021

Dear Residents, Friends and Neighbors,

New York State Governor has announced a mask mandate which requires masks are to be worn by all people over the age of 2 who can medically tolerate them in all indoor public spaces unless businesses or venues implement a proof of vaccine requirement. This is a major action to address the Winter Surge of COVID-19 and the Delta and Omicron variants spread more widely.

The Village of Warwick has been a part of a County program that collects wastewater samples entering our treatment plant since early September and have them analyzed for the SARS-Co-2 virus. Sewage COVID-19 surveillance can be a leading indicator of changes in a community. Early detection and notification even prior to symptoms develop provide us with the opportunity to prevent further spread of COVID-19. Substantial increases in disease transmission become apparent approx. 1- 1 1/2 weeks after correlating wastewater testing.

Based on current information there has been an increased presence of SARS-CoV-2 metrics in the month of December in our waste water testing **Beyond** the Statewide mask mandate and due to the high transmission rate in Orange County The following public health measures are **Strongly Recommended** by the Orange County Department of Health and the Village of Warwick at this time.

- Universal masking for all persons over the age of 2 who are medically able to tolerate it.
Regardless of vaccination status.
- Vaccination of all those eligible as soon as possible
- Limitation of mass indoor gatherings
- Evaluation of capacity for in person social events, with recommendation of mask wearing and social distancing

We will be contacting local businesses, congregate setting, schools, nursing homes, group homes, places of worship.

We will continue to work with Orange County DOH and the NYS CDC and keep you informed of any changes. For now the best preventative measures we can all take is to follow the above recommendations.

I recognize that this comes at the height of the Holiday Season but the only way to prevent the spread is to be responsible to our families, our neighbors and ourselves - as a community we have done this together, that vigilance makes us Warwick Strong.

Thank you,
Mayor Michael Newhard

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

IRREVOCABLE OFFER OF DEDICATION

THIS IRREVOCABLE OFFER OF DEDICATION (this "Offer") is given as of the ____ day of November, 2021 by **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982 (hereinafter called the "Developer") to the **VILLAGE OF WARWICK**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 77 Main Street, Warwick, New York, 10990 (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the Developer owns approximately 15.31± acres of real property located along Brady Road in the Municipality (hereinafter the "Property"), identified as Village of Warwick tax map parcel nos. 218-1-91, 218-1-92, 218-1-93, 218-1-94, 218-1-96 and 219-1-2.2; and

WHEREAS, on April 13, 2021, the Planning Board of the Municipality granted final approval to the Developer for its Second Amended Site Plan and Lot Line Adjustment for the Property, subject to conditions of approval including the submission of an irrevocable offer of dedication and deed for that certain private drive known as Sheffield Drive as shown on the site plan that is proposed for dedication to the Municipality; and

WHEREAS, said site plan was filed with the Village Clerk of the Municipality on May 3, 2021, entitled "Amended Site Plans for Warwick Commons Stage 5 LLC" prepared by Maser Consulting, P.A., dated as of September 25, 2020 and last revised on March 23, 2021; and

WHEREAS, in furtherance of performance of the conditions of final approval for the site plan of the Developer for the Property, the Developer wishes to donate to said Municipality, the dedication of a portion of the Property which is the road having a connection to Brady Road known as Sheffield Drive, said road being more particularly described in **Schedule A** annexed hereto and made a part hereof (the "Dedicated Property"), which offer shall become effective upon the Developer's completion of the road in accordance with all approved site plan details and the regulations of the Municipality.

NOW, THEREFORE, Developer, for itself, its successors or assigns, hereby:

1. Irrevocably offers to the Municipality the dedication of the Dedicated Property, as more particularly described in **Schedule A** annexed hereto and made a part hereof;
2. Delivers to the Municipality an executed Bargain & Sale Deed with Covenant Against Grantor's Acts in form for recording (the "Deed"), so as to convey in fee simple any interest of the Developer in the Dedicated Property as described in **Schedule A** to the Municipality, said Deed to be held by the Municipality and to be placed on record in the Office of the Clerk of the County of Orange at such time as the Municipality accepts this irrevocable offer;
3. Waives any claim on behalf of itself, its successors or assigns, for damages in the event the Municipality, or any successor municipality, governmental agency, or department, shall lay out, by condemnation or otherwise, any street or highway over the Dedicated Property hereby offered for highway purposes;
4. Covenants and warrants that it is seized of the Dedicated Property in fee simple and has a good and unencumbered right to convey the same;
5. Covenants that at the time of such acceptance by the Municipality, title to the Dedicated Property shall be good and marketable and free from all liens and encumbrances, except

existing and subsequently granted necessary rights of public utility companies, rights of others to use the Dedicated Property, and such other liens and encumbrances contained in that certain pro forma policy of title insurance provided to the Municipality by the Developer; and in proof thereof;

6. Provides herewith a current title search covering the Dedicated Property and agrees to furnish, at its expense, such additional searches of title or title policy and surveys as may be reasonably required by said Municipality;


7. Covenants that Developer, its successors or assigns will pay any costs or expenses that may be reasonably incurred by the Municipality in order to clear and accept title to the Dedicated Property in accordance herewith, including without limitation the costs and expenses of eminent domain proceedings, if necessary, title insurance in favor of the Municipality and recording fees; and

8. Agrees to obtain good and valid releases from all Developer's mortgagees, lienors and others required to consent to such dedications, if any, at its expense, subject to the reasonable approval by the Municipality's attorney.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

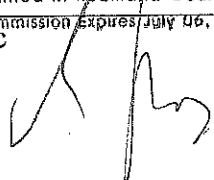
IN WITNESS WHEREOF, the Developer has executed this Irrevocable Offer of
Dedication the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: 
Name: Mosh Unger
Title: owner

STATE OF NEW YORK)
) ss
COUNTY OF ORANGE)

On the 9 day of November in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Mosh Unger 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YAAKOV M. ROTENBERG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6327270
Qualified in Rockland County
My Commission Expires July 06, 2023
Notary Public 

SCHEDULE A

DESCRIPTION OF PREMISES TO BE DEDICATED

ALL that plot, piece or parcel of land situate, lying and being in the Village of Warwick, County of Orange and State of New York and more particularly bounded and described as follows:

1. Beginning at a point on the southerly line of Sheffield Drive where the same is intersected with the most north-westerly point of the lands now or formerly of Wesloske (Section 219 Block 1 Lot 48), being lot number 44 on a map titled "E.O.R. Eighteen Of New York, Inc." filed in the Orange County Clerk's Office as Map Number 130-94, and runs from said point of beginning along the lands now or formerly of "Warwick Commons Stage 5 LLC" S75°36' 28"W a distance of 97.59 feet to a point, thence;
2. Continuing along the same, on a curve to the right with a radius of 325.00 feet a distance of 226.91 feet to a point, thence;
3. Continuing along the same, N64°23' 24"W a distance of 238.99 feet to a point, thence;
4. Continuing along the same, on a curve to the left with a radius of 175.00 feet a distance of 116.45 feet to a point, thence;
5. Continuing along the same, S77°29' 06"W a distance of 149.52 feet to a point, thence;
6. Continuing along the same, on a curve to the right with a radius of 20.00 feet a distance of 31.63 feet to a point, thence;
7. Along the Easterly line of Brady Road, N13°07' 51"W a distance of 74.23 feet to a point, thence;
8. Continuing along the same, N09°24' 19"W a distance of 17.09 feet to a point, thence;
9. Along the lands of "Warwick Commons Stage 5 LLC" on a curve to the left with a radius of 20.00 feet a distance of 32.50 feet to a point, thence;
10. Continuing along the same, N77°29' 06"E a distance of 149.42 feet to a point, thence;
11. Continuing along the same, on a curve to the right with a radius of 225.00 feet a distance of 149.72 feet to a point, thence;
12. Continuing along the same, S64°23' 24"E a distance of 238.99 feet to a point, thence;
13. Continuing along the same on a curve to the left with a radius of 275.00 feet a distance of 174.74 feet to a point, thence;
14. Continuing along the same, N75°36' 28"E a distance of 115.50 feet to a point, thence;
15. Along the westerly line of Sheffield Drive as represented on Filed Map Number 130-94, S05°18' 53"W a distance of 53.113 feet to the point and place of beginning. CONTAINING 0.99 ACRE.

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

BARGAIN & SALE DEED

with Covenant against Grantor's Acts

THIS INDENTURE, made as of the ____ day of November, 2021 BETWEEN

WARWICK COMMONS STAGE 5 LLC, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982, (hereinafter referred to as "Grantor") and

VILLAGE OF WARWICK, a municipal corporation organized and existing under the laws of the State of New York with principal offices at 77 Main Street, Warwick, New York 10990 (hereinafter referred to as the "Grantee").

WITNESSETH, that the Grantor, in consideration of ONE AND 00/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the successors and assigns of the Grantee forever,

ALL THOSE CERTAIN TRACTS, PIECES AND PARCELS OF LAND, situate in the Village of Warwick, County of Orange and State of New York and more particularly described as follows:

See Schedule "A" annexed hereto and made a part hereof.

SUBJECT to any and all enforceable covenants, conditions, easements and restrictions of record.

BEING a portion of the same premises conveyed to the Grantor herein by deed from AllSave Development, LLC, dated April 28, 2021, and recorded in the Orange County Clerk's Office on July 8, 2021, as Instrument No. 20210044948.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the successors and assigns of the Grantee forever.

AND the Grantor covenants that it has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as aforesaid.

AND, that in compliance with Section 13 of the lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the

same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: NOLAN UNGER
Name: [Signature]
Title: owner

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

On the 3 day of November, in the year 2021 before me, the undersigned, a notary public in and for said State, personally appeared, NOLAN UNGER, 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 his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YAAKOV M. ROTENBERG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6327270
Qualified in Rockland County
My Commission Expires July 06, 2024
Notary Public

[Signature]

SCHEDULE "A"

ALL that plot, piece or parcel of land situate, lying and being in the Village of Warwick, County of Orange and State of New York and more particularly bounded and described as follows:

1. Beginning at a point on the southerly line of Sheffield Drive where the same is intersected with the most north-westerly point of the lands now or formerly of Wesloske (Section 219 Block 1 Lot 48), being lot number 44 on a map titled "E.O.R. Eighteen Of New York, Inc." filed in the Orange County Clerk's Office as Map Number 130-94, and runs from said point of beginning along the lands now or formerly of "Warwick Commons Stage 5 LLC" S75°36' 28"W a distance of 97.59 feet to a point, thence;
2. Continuing along the same, on a curve to the right with a radius of 325.00 feet a distance of 226.91 feet to a point, thence;
3. Continuing along the same, N64°23' 24"W a distance of 238.99 feet to a point, thence;
4. Continuing along the same, on a curve to the left with a radius of 175.00 feet a distance of 116.45 feet to a point, thence;
5. Continuing along the same, S77°29' 06"W a distance of 149.52 feet to a point, thence;
6. Continuing along the same, on a curve to the right with a radius of 20.00 feet a distance of 31.63 feet to a point, thence;
7. Along the Easterly line of Brady Road, N13°07' 51"W a distance of 74.23 feet to a point, thence;
8. Continuing along the same, N09°24' 19"W a distance of 17.09 feet to a point, thence;
9. Along the lands of "Warwick Commons Stage 5 LLC" on a curve to the left with a radius of 20.00 feet a distance of 32.50 feet to a point, thence;
10. Continuing along the same, N77°29' 06"E a distance of 149.42 feet to a point, thence;
11. Continuing along the same, on a curve to the right with a radius of 225.00 feet a distance of 149.72 feet to a point, thence;
12. Continuing along the same, S64°23' 24"E a distance of 238.99 feet to a point, thence;
13. Continuing along the same on a curve to the left with a radius of 275.00 feet a distance of 174.74 feet to a point, thence;
14. Continuing along the same, N75°36' 28"E a distance of 115.50 feet to a point, thence;
15. Along the westerly line of Sheffield Drive as represented on Filed Map Number 130-94, S05°18' 53"W a distance of 53.113 feet to the point and place of beginning. CONTAINING 0.99 ACRE.

Record & Return to:
Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

IRREVOCABLE OFFER OF DEDICATION

THIS IRREVOCABLE OFFER OF DEDICATION (this "Offer") is given as of the ____ day of November, 2021 by **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982 (hereinafter called the "Developer") to the **VILLAGE OF WARWICK**, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 77 Main Street, Warwick, New York, 10990 (hereinafter called the "Municipality").

WITNESSETH:

WHEREAS, the Developer owns approximately 15.31± acres of real property located along Brady Road in the Municipality (hereinafter the "Property"), identified as Village of Warwick tax map parcel nos. 218-1-91, 218-1-92, 218-1-93, 218-1-94, 218-1-96 and 219-1-2.2, and more particularly described in **Schedule A** annexed hereto and made a part hereof; and

WHEREAS, on April 13, 2021, the Planning Board of the Municipality granted final approval to the Developer for its Second Amended Site Plan and Lot Line Adjustment for the Property, subject to conditions of approval including the submission of an irrevocable offer of certain easements for the benefit of the Municipality, as more particularly described hereinafter and shown on the site plan; and

WHEREAS, said site plan was filed with the Village Clerk of the Municipality on May 3, 2021, entitled "Amended Site Plans for Warwick Commons Stage 5 LLC" prepared by Maser Consulting, P.A., dated as of September 25, 2020 and last revised on March 23, 2021; and

WHEREAS, in furtherance of performance of the conditions of final approval for the site plan of the Developer for the Property, the Developer wishes to offer to dedicate to said Municipality: (a) certain right of way and site line easements over the Property, said right of way and site line easements being in the form of that certain Easement Agreement annexed hereto and made a part hereof as **Schedule B** (the "Easement Agreement"); and (b) certain easement rights to maintain, operate, inspect, repair, replace and use the utility facilities at the Property, said easement rights being in the form of that certain Utility Easement Agreement annexed hereto and made a part hereof as **Schedule C** (the "Utility Easement", and, together with the Easement Agreement, being collectively referred to as the "Dedicated Easements").

NOW, THEREFORE, Developer, for itself, its successors or assigns, hereby:

1. Irrevocably offers to the Municipality the Easement Agreement;
2. Delivers to the Municipality an executed Easement Agreement, in form for recording, so as to grant the rights over, in and to the Property as described in **Schedule B** for the benefit of the Municipality, said Easement Agreement to be held by the Municipality and to be placed on record in the Office of the Clerk of the County of Orange at such time as the Municipality accepts this irrevocable offer;
3. Irrevocably offers to the Municipality the Utility Easement;
4. Delivers to the Municipality an executed Utility Easement, in form for recording, so as to grant the rights over, in and to the Property as described in **Schedule C** for the benefit of the Municipality, said Utility Easement to be held by the Municipality and to be placed on record in the Office of the Clerk of the County of Orange at such time as the Municipality accepts this irrevocable offer;

5. Covenants and warrants that it is seized of the Property in fee simple and has a good and unencumbered right to grant the rights contemplated hereunder;

6. ~~Covenants that at the time of such acceptance by the Municipality of the Dedicated~~ Easements, title to the Property shall be good and marketable and free from all liens and encumbrances so as to not interrupt or otherwise impair the rights to be granted under the Dedicated Easements, except for existing and subsequently granted necessary rights of public utility companies, rights of others to use the Property, and such other liens and encumbrances contained in that certain pro forma policy of title insurance provided to the Municipality by the Developer; and in proof thereof;

7. Provides herewith a current title search covering the Property and agrees to furnish, at its expense, such additional searches of title or title policy and surveys as may be reasonably required by said Municipality; and

8. Agrees to obtain good and valid releases from all Developer's mortgagees, lienors and others required to consent to such dedications, if any, at its expense, subject to the reasonable approval by the Municipality's attorney.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Developer has executed this Irrevocable Offer of

Dedication the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: 

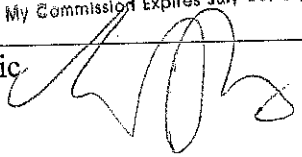
Name: Nelyn Ugar

Title: Owner

STATE OF NEW YORK)
) ss
COUNTY OF ORANGE)

On the 3 day of November in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Nelyn Ugar 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

YAAKOV M. ROTENBERG
NOTARY PUBLIC - STATE OF NEW YORK
No. 01906327270
Qualified in Rockland County
My Commission Expires July 06, 2023

Notary Public 

SCHEDULE A

(Description of the Property)

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brady Road, said point being the southwesterly corner of the premises hereinafter to be described, being the northwesterly corner of lands now or formerly of Porter (Tax Lot No. 53-1-4.1 and being lot 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line;

RUNNING THENCE northerly along the easterly side of Brady Road the following five courses and distances:

1. North 35 degrees 46 minutes 12 seconds West, a distance of 346.49 feet;
2. North 20 degrees 01 minute 27 seconds West, a distance of 129.68 feet to a point;
3. North 13 degrees 07 minutes 51 seconds West, a distance of 193.00 feet to a point;
4. North 09 degrees 24 minutes 19 seconds West, a distance of 113.63 feet to a point;
5. North 12 degrees 01 minute 38 seconds East, a distance of 245.54 feet to, and only to, the southwesterly corner of Master Homeowner's Association (Parcel #3) depicted on Filed Map #8486 (Tax Lot 218-1-95) and being the northwesterly corner of premises;

THENCE South 77 degrees 58 minutes 22 seconds East along the northerly line of the premises and the southerly line of said Master Homeowners Association (Parcel #3) depicted on Filed Map #8486 (Tax lot 218-1-95), a distance of 49.43 feet to the southwesterly corner of the Warwick Village Condominium, as the same was created by the Declaration in Liber 2985 of Deeds, Page 113;

THENCE Southeasterly and northeasterly along the northerly line of the premises and the southerly line of said lands of The Warwick Village Condominium the following two (2) courses and distances:

1. South 73 degrees 40 minutes 27 seconds East, a distance of 168.11 feet to a point;
2. North 86 degrees 11 minutes 50 seconds East, a distance of 271.93 feet to the southwesterly corner of lands now or formerly of The Warwick Meadows Master Home Owners Association, Ltd., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486

and being Tax Lot 218-1-84.1) and being the southeasterly corner of lands or said Warwick Village Condominium;

THENCE North 63 degrees 07 minutes 15 seconds East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Master Home Owners Association LTD., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1), a distance of 270.14 feet to the southwesterly corner of the lands now or formerly of the Warwick Meadows Homeowners Association, Inc., as acquired in the deed in Liber 3026 of Deeds, Page 284 (Being Warwick Homeowners Association Parcel #4) depicted on Filed Map # 8486 and being tax lot 218-1-85;

THENCE Northeasterly along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Homeowners Association, Inc., the following two (2) courses and distances:

1. North 68 degrees 29 minutes 52 seconds East, a distance of 130.85 feet to a point;
2. North 27 degrees 20 minutes 55 seconds East, a distance of 120.21 feet to, and only to, the northwesterly corner of Lot No. 49 on the map entitled "E.O.R. Eighteen of New York, Inc., Filed Map #130-94 and being the northeasterly corner of the premises;

THENCE South 06 degrees 28 minutes 10 seconds West along the easterly line of the premises and the westerly line of Lot Nos. 49, 48, 47 and 45 on Filed Map #130-94, a distance of 663.11 feet to a point in the northerly side of Sheffield Drive, as dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and said point being and intended to be the southwesterly corner of Lot No. 45 on Filed Map #130-94;

THENCE South 75 degrees 36 minutes 28 seconds West along the northerly side of Sheffield Drive, as dedicated as aforesaid, a distance of 30.00 feet to a point;

THENCE South 05 degrees 18 minutes 53 seconds West along the easterly line of the premises, along the westerly terminus of Sheffield Drive as the same was dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and along the westerly line of Lot No. 44 on Filed Map #130-94, a distance of 251.87 feet to a point in the northerly line of lands now or formerly of Porter (Tax Lot 53-1-4.1 and being Lot No. 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line and being the southeasterly corner of the premises;

THENCE South 62 degrees 51 minutes 07 seconds West along the southerly line of the premises, along the Village of Warwick Corporate Line and along the northerly line of said lands now or formerly of Porter, a distance of 577.24 feet to a point in the easterly side of Brady Road, being the northwesterly corner of said lands now or formerly of Porter, being the southwesterly corner of the premises hereinabove described and the Point of Place of Beginning.

For Deed and Mortgage purposes only, said premises being known as
Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 91

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 92

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 93

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 94

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 96

Property: Ball Road & Ridgefield Rd, Warwick, NY 10990
Tax ID: Section 219 Block 1 Lot 2.2

SCHEDULE B

(Easement Agreement)

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") dated the ____ day of November, 2021 (the "Effective Date") by and between **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982 (the "Grantor"), and the **VILLAGE OF WARWICK**, a New York municipal corporation with principal offices at 77 Main Street, Warwick, New York 10990 (the "Village" or "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the fee owner of that certain real property located in the Village of Warwick, County of Orange, State of New York, further identified as Village of Warwick tax map parcel nos.: 218-1-91; 218-1-92; 218-1-93; 218-1-94; 218-1-96; and 219-1-2.2 (together, the "Property") and more fully described on Schedule "A" attached hereto and made a part hereof; and

WHEREAS, on April 13, 2021, Grantor received approval from the Village Planning Board of a Second Amended Site Plan and Lot Line Adjustment (the "Village Approval") for the construction of a condominium project consisting of ninety (90) residential condominium units across fourteen (14) buildings and other related improvements at the Property (the "Project") as shown on the approved site plans entitled "Warwick Commons Stage 5, LLC" prepared by Maser Consulting, dated as of September 25, 2020, and last revised March 23, 2021 (the "Approved Site Plans"), which Approved Site Plans are on file with the Village of Warwick Village Clerk; and

WHEREAS, as more fully depicted on the Approved Site Plans, the Property shall be improved with internal roads, structures and various utility lines consisting of electrical, gas, water and sewer lines, conduits, pipes and such other facilities, and storm water management facilities, all of sufficient capacity to service the Property; and

WHEREAS, Grantor desires to grant to the Grantee for the benefit of the Village certain rights and easements for access and egress for maintenance, repair and replacement over, under, on, and through the Property; and

WHEREAS, this Agreement is intended to comply with the requirements of the Village Approval granted with respect to the development of the Project.

NOW, THEREFORE, in consideration of the terms and provisions herein and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby grant, covenant and agree as follows:

Village of Warwick
Section 218 Block 1 Lots 91, 92, 93, 94 and 96,
And Section 219 Block 1 Lot 2.2

1. **Grant of Easements.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys, to the Grantee the following easements:

a. **Right Of Way.** A perpetual, nonexclusive easement and right of way over those portions of the Property to be improved with private roads as more fully depicted on the Approved Site Plans, (the "Private Roads"), in common with others, for all normal and customary pedestrian and vehicular access, ingress and egress to and from the Property, upon, over and across all sidewalks, entrances, drives, lanes, roadways and service drives which are now or may hereafter from time to time be constructed thereon in accordance with the Approved Site Plans (the "Right Of Way").

b. **Sight Line Easement.** A perpetual, nonexclusive easement over those portions of the Property proximate to the intersection of Brady Road and Sheffield Drive as shown on the Approved Site Plans and more fully depicted on Schedule "B" attached hereto and made a part hereof (the "Sight Line Areas") for but not the obligation of clearing and normal and customary landscaping and maintenance of the Sight Line Areas for the purpose of providing safe and adequate sight lines for vehicular and pedestrian traffic over Brady Road and Sheffield Drive and the navigation of the intersection thereof (the "Sight Line Easement"). The Sight Line Easement shall include the right, upon reasonable notice, of reasonable access by vehicle and on foot onto such portions of the Sight Line Areas for the clearing, landscaping and maintenance of such Sight Line Areas.

2. **Easement Area.** For the purposes of this Agreement, the term "Easement Area" shall mean, collectively, (a) the Private Roads, and (b) the Sight Line Areas.

3. **Easements.** For the purposes of this Agreement, the term "Easements" shall mean, collectively, the Right Of Way and the Sight Line Easement.

4. **Effectiveness; Easements Run With The Land.** This Agreement and the rights granted hereby shall be effective as of the Effective Date. The Easements created hereby shall run with the land and shall inure to the benefit of and be binding upon the Grantor and its heirs, successors and assigns, including, without limitation, all subsequent owners of the Property or any portion thereof. Any transferee of any the Property affected hereby or any portion thereof shall automatically be deemed, by acceptance of the title to such Property or any portion thereof, to have assumed any and all obligations provided herein with respect to the Easements and the real property(ies) affected thereby.

5. **Use; Non-interference.**

a. **Use of Easement Area.** Grantee shall use the Easement Area solely for the purposes set forth in Section 1 hereof and for any other purpose.

b. **General Limitations on Use.**

(i) Except in the case of emergency, Grantee shall not remove from within the boundaries of the Easement Area any obstruction or improvement which may interfere with the

access to or the installation, repairing, replacing, maintaining or use of the Easements without the prior written consent of the Grantor.

(ii) Except in the case of an emergency when the following is necessary, ~~Grantee shall not, without prior written consent of Grantor, which may be withheld or conditioned~~ in Grantor's sole and absolute discretion, at any time: (A) locate or store on the Easement Area any construction or other vehicles, equipment, supplies, materials, tools, apparatus, goods or other property of any kind except that which is necessary to Grantee's work in the easement area; (B) locate or store on the Easement Area any improvements, fixtures, facilities or installations of any kind except that which is necessary to Grantee's work in the easement area; or (C) locate or store on the Easement Area any hazardous materials, wastes, oil, petroleum, chemicals or any other noxious materials.

(iii) In the event Grantee is performing any Work (as defined below) in the Easement Area, Grantee shall properly regulate all pedestrian, traffic and vehicle flow over the Property and Easement Area, including, without limitation, providing alternate means of access as reasonably determined by Grantor.

c. Non-interference. Subject to the foregoing, the Parties hereto agree to utilize the Easement Area and Property in a manner consistent with the terms and conditions herein stated, and further agree that they shall not obstruct, impede, or interfere with the other Party's use and enjoyment of the rights herein vested in such Party. Consistent therewith, Grantor, for itself, its agents, contractors and employees, reserves the right to use and enjoy the Property, including the Easement Area, for any and all purposes that do not unreasonably interfere with the use or enjoyment thereof by Grantee, including the right to take such actions and make such capital and non-capital repairs, replacements, alterations, additions, and improvements, and to place, maintain, repair and replace such improvements, fixtures, utility lines, pipes, ducts, conduits and wires on, under, above and adjacent to the improved and unimproved portions of the Property or Easement Area as may be reasonably necessary for the development of the Project, including, without limitation, the right to repave, maintain, reconfigure, relocate, and otherwise modify the sidewalks, parking lot and drives on the Property, including those portions within the Easement Area.

6. Alteration and Relocation. The Grantor shall not, without the prior written consent of the Grantee (which consent shall not be unreasonably withheld, conditioned or delayed): (a) materially alter, materially relocate, close or otherwise materially impair ingress and egress from the Property via the Easement Area, including, without limitation, the Private Roads; (b) make any adverse change to the methods of ingress and egress, direction of traffic, lighting or curbing within the Easement Area, including, without limitation, the Private Roads; (c) make any changes (either temporary or permanent) to the physical layout of the Easement Area which materially and adversely affects the access, ingress to or egress from, or use of the Property or the Easement Area.

7. Maintenance Responsibility of the Property Owner(s). The owner(s) of the Property, or any portion thereof, shall be responsible for the maintenance, repair and replacement of the Easement Area, and shall keep the Easement Area free of debris and in conformity with all governmental regulations, as may be necessary from time to time. All maintenance, repair and replacement shall be of a quality and appearance equal to or better than the quality and appearance

of the improvements as originally constructed by the Grantor and shall be consistent with the enhancement and preservation of the appearance and value of the improvements associated with the Project.

8. **Grantee Maintenance.** The Grantor agrees that in the event the Easement Area, or any portion thereof, is not completely installed or maintained as required by the terms of this Agreement, the Grantee may but shall not be obligated to enter the Property and cause said Easement Area to be completed and/or maintained as reasonably necessary upon notice to the owner(s) of the Property as provided for in Paragraph "9," below, or may, at its option, direct that the owner(s) of the Property undertake and perform such measures as shall be determined by the Grantee to be necessary. Such measures shall be commenced within five (5) days from the date written notice of such requirement is given to the owner(s) of the Property and shall be completed within thirty (30) days from the date of such notice, unless the completion cannot reasonably be effectuated within the thirty (30) day period due to weather, in which event the owner(s) of the Property shall have a reasonable amount of time for such completion provided the owner(s) of the Property commence such measures as soon as weather permits. The Grantee may also take actions to enforce the Agreement by way of specific performance and the costs associated with such action shall be charged to and payable by owner(s) of the Property.

9. **Grantee Remedies.**

a. **Grantee Authorization.** If ever the Grantee determines the Grantor, or the owner(s) of the Property, have failed to: (i) construct, repair, or maintain the Easement Area in accordance with the Approved Site Plans, Grantee notices, or this Agreement; (ii) reimburse the Grantee for costs required to be paid pursuant to this Agreement; or (iii), undertake corrective action specified by the Grantee, the Grantee, subject to the terms of Section 11 herein, is authorized to undertake such steps as reasonably necessary for the maintenance, repair and/or construction of the Easement Area and/or to ensure reimbursements are made to the Grantee, and to affix the expenses thereof as a lien against the Property and/or may include same on the owner(s) of the Property's property tax bill(s).

b. **Notice; Cure.** In such circumstances where the Grantee finds that the Grantor, its successors and/or assigns, or the owner(s) of the Property, have failed to construct, repair, or maintain the Easement Area in accordance with the Approved Site Plans, if notice hasn't already been given as per paragraph 9 herein, the Grantee shall supply the Grantor, and/or the owner(s) of the Property, and any lender which Grantee has notice of, thirty (30) days' notice to remedy the same. Upon the expiration of the thirty (30) days (or the reasonable amount of time due to weather provided in paragraph 9 herein), should Grantor, or the owner(s) of the Property have failed to "cure" or remedy the issues detailed in the Grantee's notice letter, to the reasonable satisfaction of the Grantee, the Grantee may then thereafter enter upon the Property to perform such maintenance, repairs and/or construction of the Easement Area as may be required, in the Grantee's reasonable discretion. In the event the Grantee, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, Grantor, its successors and assigns, shall reimburse the Grantee upon demand, within thirty (30) days of receipt thereof for all actual and reasonable costs incurred by the Grantee. If the owner(s) of the Property fail to reimburse the Grantee within the prescribed

time, the Grantee is authorized to affix the expenses thereof as a lien against the Property and/or on the owner(s) of the Property's property tax bill(s).

10. **Grantee's General Covenants.**

a. **Construction Period.** Grantee covenants and agrees with Grantor that Grantee shall, prior to the date that Grantee commences any entry, construction, repair, replacement, or other maintenance of the Easement Area or related activities (collectively, the "Work") and at all times until the completion of any such Work (the "Construction Period"):

(i) except in the case of emergency, enter the Easement Area solely from mutually agreeable locations, subject to Grantor's, or the owner(s) of the Property's, review and approval of the scope of Work, which such approval shall not be unreasonably withheld;

(ii) erect such safety fences, signage and markings, and employ such other safety measures as in the Grantee's reasonable judgement shall be necessary for protection of persons and property during the work;

(iii) except in an emergency, limit all Work to solely the Easement Area and not conduct any such Work outside the Easement Area without Grantor's, or the owner(s) of the Property's, approval, which such approval shall not be unreasonably withheld;

(iv) permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to attend meetings with the Grantee's contractors, sub-contractors, and other relevant parties, provided that the Grantee's sole obligation shall be to provide the Grantor or the owner(s) of the Property with reasonably advance notice, by telephone or e-mail, of the date, place and time of such meetings; and

(v) when requested by Grantor, or the owner(s) of the Property, permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to inspect Grantee's Work on the Property and the Easement Area upon reasonable notice and provided that such inspection does not materially interfere with conducting the Work.

b. **Storm Water Controls.** Except in an emergency, prior to the commencement of any Construction Period, the Grantee shall install such appropriate stormwater controls on the Property as in the Grantee's reasonable judgement are necessary to prevent stormwater run-off from the Work affecting any nearby streams. In the event of an emergency, the Grantee shall install such stormwater controls on the Property as soon as practicable after the commencement of any Construction Period. Grantee shall properly maintain such controls on the Property as long as is necessary during any Construction Period to avoid affecting nearby streams.

c. **Removal of Debris and Restoration.** Upon completion of any Work, Grantee shall restore the Easement Area and Property to substantially the same condition as existed immediately prior to any entry or Work done by the Grantee. All expenses of the Grantee for such debris removal and restoration shall be the responsibility of the Grantor.

d. Permits and Approvals. To the extent that Grantee, as a municipal corporation undertaking remedial work within its own boundaries, may be required to obtain any permits or approvals in order to perform any Work hereunder, Grantee shall obtain such permits or approvals provided that Grantor shall be responsible for the cost of obtaining the same, including, without limitation, engineering and attorneys' fees.

e. Performance of Remedial Work. To the extent practicable, any Work performed by the Grantee hereunder shall be done in an expeditious manner, during reasonable hours, without unreasonable interference to or any interruption of the Grantor's use of the Property.

f. Compliance with Laws. In performing any remedial work hereunder, Grantee shall make good faith and reasonable efforts to comply with all applicable laws and government orders, rules and regulations.

11. Costs of Grantee's Work. The Grantor, or the owner(s) of the Property, shall be liable for reasonable and necessary expenses of all remedial Grantee work, including professional consultation and attorney fees incurred by the Grantee (including for enforcement of the provisions of this Agreement). Such remedies shall not be exclusive.

12. Insurance.

(a) Requirements. Prior to the commencement of any Construction Period, Grantee shall maintain liability insurance in customary form and amounts as follows: (i) comprehensive general liability (including contractual liability) in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) general aggregate, with umbrella coverage in an amount not less than Two Million Dollars (\$2,000,000); (ii) automobile liability with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for automobile bodily injury and property damage liability; and (iii) such other insurance as is required by law. Grantee further agrees to cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement, to maintain liability insurance in customary form and amounts reasonably acceptable to Grantor in compliance with this Agreement. The contracts of insurance required by this Section shall contain standard loss payable clauses in favor of Grantor and Grantee as their respective interests may appear, and shall be maintained with companies reasonably acceptable to Grantor. The insurance shall name Grantor as an additional insured on a non-contributing basis.

(b) Evidence. If requested by Grantor, Grantee shall deliver to Grantor, and shall cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement to deliver to Grantor, within ten (10) days after such request, original policies of insurance naming Grantor as an additional insured, in form and substance reasonably satisfactory to Grantor, evidencing such liability insurance, and shall cause all contractors, subcontractors, consultants, or other agents employed or retained by Grantee to provide similar certificates.

(c) Non-cancellation. The contracts of insurance required by this Section shall contain a provision requiring thirty (30) days advance written notice to Grantor of any proposed cancellation of such insurance.

13. Notice. Any notices to be given under this Agreement shall be in writing, and sent to each Party at their addresses as set forth above, or such change of address as given to the other Party by registered or certified mail. The date of mailing shall be deemed the date of service of such notice.

14. Recording. Grantor shall record this Agreement in the Orange County Clerk's Office and pay for any recording fees related to same.

15. Miscellaneous.

a. Amendment. Except as otherwise provided herein, this Agreement may not be modified, amended, changed, altered, supplemented, waived, cancelled, rescinded or terminated, in whole or in part, except in a writing signed by the respective Parties hereto which has been approved by the Village Board.

b. Choice of Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed within the State of New York, without regard to conflict of laws principles.

c. Venue. The Parties agree that any legal suit, action or proceeding arising out of or relating to the Easement or this Agreement shall be brought in the Supreme Court, Orange County, New York and the Parties hereby consent to the jurisdiction of such court.

d. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

f. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

g. Benefit/Burden. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns. Any and all references to "Grantor" herein shall be deemed to include Grantor's successor's and/or assigns.

h. No Dedication to Public. It is the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their successors and assigns and that nothing herein, express or implied, shall confer upon any person, entity or public, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

i. Entire Agreement. This Agreement constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent. The recitals appearing at the beginning of this Agreement and any and all Schedules attached hereto are expressly incorporated herein by reference, and shall be deemed to be a part of this Agreement.

j. Counterparts. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the case of any electronic delivery by a Party, such Party shall thereafter deliver an originally executed signature page to the other Party benefited hereby, but the failure of any such delivery shall not affect the validity or binding effect of this Agreement, the Parties expressly waiving any such defense.

k. Construction. The Parties each acknowledge that they, and their legal counsel, have had had an opportunity to review, negotiate and participate in the drafting of this Agreement. As such, the Parties acknowledge and agree that this Agreement shall not be construed more strictly as against either Party.

l. Waiver. No waiver of any condition or covenant hereof by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective the day and year first above written.

~~WARWICK COMMONS STAGE 5 LLC~~

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the _____ day of November, in the year 2021, 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

VILLAGE OF WARWICK

By: _____
Name: Michael J. Newhard
Title: Mayor

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the ____ day of November, in the year 2021, before me, the undersigned, personally appeared Michael J. Newhard, 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

(Description of the Property)

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brady Road, said point being the southwesterly corner of the premises hereinafter to be described, being the northwesterly corner of lands now or formerly of Porter (Tax Lot No. 53-1-4.1 and being lot 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line;

RUNNING THENCE northerly along the easterly side of Brady Road the following five courses and distances:

1. North 35 degrees 46 minutes 12 seconds West, a distance of 346.49 feet;
2. North 20 degrees 01 minute 27 seconds West, a distance of 129.68 feet to a point;
3. North 13 degrees 07 minutes 51 seconds West, a distance of 193.00 feet to a point;
4. North 09 degrees 24 minutes 19 seconds West, a distance of 113.63 feet to a point;
5. North 12 degrees 01 minute 38 seconds East, a distance of 245.54 feet to, and only to, the southwesterly corner of Master Homeowner's Association (Parcel #3) depicted on Filed Map #8486 (Tax Lot 218-1-95) and being the northwesterly corner of premises;

THENCE South 77 degrees 58 minutes 22 seconds East along the northerly line of the premises and the southerly line of said Master Homeowners Association (Parcel #3) depicted on Filed Map #8486 (Tax lot 218-1-95), a distance of 49.43 feet to the southwesterly corner of the Warwick Village Condominium, as the same was created by the Declaration in Liber 2985 of Deeds, Page 113;

THENCE Southeasterly and northeasterly along the northerly line of the premises and the southerly line of said lands of The Warwick Village Condominium the following two (2) courses and distances:

1. South 73 degrees 40 minutes 27 seconds East, a distance of 168.11 feet to a point;
2. North 86 degrees 11 minutes 50 seconds East, a distance of 271.93 feet to the southwesterly corner of lands now or formerly of The Warwick Meadows Master Home Owners Association, Ltd., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486

and being Tax Lot 218-1-84.1) and being the southeasterly corner of lands or said Warwick Village Condominium;

THENCE North 63 degrees 07 minutes 15 seconds East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Master Home Owners Association LTD., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1), a distance of 270.14 feet to the southwesterly corner of the lands now or formerly of the Warwick Meadows Homeowners Association, Inc., as acquired in the deed in Liber 3026 of Deeds, Page 284 (Being Warwick Homeowners Association Parcel #4) depicted on Filed Map # 8486 and being tax lot 218-1-85;

THENCE Northeasterly along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Homeowners Association, Inc., the following two (2) courses and distances:

1. North 68 degrees 29 minutes 52 seconds East, a distance of 130.85 feet to a point;
2. North 27 degrees 20 minutes 55 seconds East, a distance of 120.21 feet to, and only to, the northwesterly corner of Lot No. 49 on the map entitled "E.O.R. Eighteen of New York, Inc., Filed Map #130-94 and being the northeasterly corner of the premises;

THENCE South 06 degrees 28 minutes 10 seconds West along the easterly line of the premises and the westerly line of Lot Nos. 49, 48, 47 and 45 on Filed Map #130-94, a distance of 663.11 feet to a point in the northerly side of Sheffield Drive, as dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and said point being and intended to be the southwesterly corner of Lot No. 45 on Filed Map #130-94;

THENCE South 75 degrees 36 minutes 28 seconds West along the northerly side of Sheffield Drive, as dedicated as aforesaid, a distance of 30.00 feet to a point;

THENCE South 05 degrees 18 minutes 53 seconds West along the easterly line of the premises, along the westerly terminus of Sheffield Drive as the same was dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and along the westerly line of Lot No. 44 on Filed Map #130-94, a distance of 251.87 feet to a point in the northerly line of lands now or formerly of Porter (Tax Lot 53-1-4.1 and being Lot No. 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line and being the southeasterly corner of the premises;

THENCE South 62 degrees 51 minutes 07 seconds West along the southerly line of the premises, along the Village of Warwick Corporate Line and along the northerly line of said lands now or formerly of Porter, a distance of 577.24 feet to a point in the easterly side of Brady Road, being the northwesterly corner of said lands now or formerly of Porter, being the southwesterly corner of the premises hereinabove described and the Point of Place of Beginning.

For Deed and Mortgage purposes only, said premises being known as
Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 91

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 92

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 93

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 94

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 96

Property: Ball Road & Ridgefield Rd, Warwick, NY 10990
Tax ID: Section 219 Block 1 Lot 2.2

SCHEDULE "B"

(Description of the Sight Line Area)

ALL that plot, piece or parcel of land situate, lying and being in the Village of Warwick, County of Orange and State of New York and more particularly bounded and described as follows:

1. Beginning at a point on the easterly line of Brady Road where the same is intersected with a westerly point on of the lands now or formerly of Warwick Commons Stage 5 LLC (Section 218 Block 1 Lot 92). Said point is N35°46' 12"W a distance of 242.00 feet from the most westerly corner of the lands now or formerly of Martis (Section 53, Block 1, Lot 4.1 in The Town of Warwick) and runs from the point of beginning along the easterly line of Brady Road N35° 46' 12"W a distance of 104.49 feet to a point, thence;
2. Continuing along the same, N20° 01' 27"W a distance of 129.68 feet to a point, thence;
3. Continuing along the same, N13° 07' 51"W a distance of 193.00 feet to a point, thence;
4. Along the same, N09° 24' 19"W a distance of 113.63 feet to a point, thence;
5. Continuing along the same, N12° 01' 38"E a distance of 50.00 feet to a point, thence;
6. Through the lands of Warwick Commons Stage 5 LLC (Section 218 Block 1 Lot 91) S04° 47' 36"E a distance of 182.99 feet to a point intersecting the easterly line of Brady Road, thence;
7. Through the lands of Warwick Commons Stage 5 LLC, S21° 08' 51"E a distance of 400.00 feet to the point and place of beginning.

SCHEDULE C

(Utility Easement)

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made as of this ___ day of November, 2021 (the "Effective Date"), by and between **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982 (the "Grantor"), and the **VILLAGE OF WARWICK**, a New York municipal corporation with principal offices at 77 Main Street, Warwick, New York 10990 (the "Village" or "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the fee owner of that certain real property located in the Village of Warwick, County of Orange, State of New York, further identified as Village of Warwick tax map parcel nos.: 218-1-91; 218-1-92; 218-1-93; 218-1-94; 218-1-96; and 219-1-2.2 (together, the "Property") and more fully described on Schedule "A" attached hereto and made a part hereof; and

WHEREAS, on April 13, 2021, Grantor received approval from the Village Planning Board of a Second Amended Site Plan and Lot Line Adjustment (the "Village Approval") for the construction of a condominium project consisting of ninety (90) residential condominium units across fourteen (14) buildings and other related improvements at the Property (the "Project") as shown on the approved site plans entitled "Warwick Commons Stage 5, LLC" prepared by Maser Consulting, dated as of September 25, 2020, and last revised March 23, 2021 (the "Approved Site Plans"), which Approved Site Plans are on file with the Village of Warwick Village Clerk; and

WHEREAS, as more fully depicted on the Approved Site Plans, the Property shall be improved with internal roads, structures and various utility lines consisting of electrical, gas, water and sewer lines, conduits, pipes and such other facilities, and storm water management facilities, all of sufficient capacity to service the Property; and

WHEREAS, Grantor desires to grant to the Grantee for the benefit of the Village certain rights and easements for access and egress for maintenance, repair and replacement over, under, on, and through the Property; and

WHEREAS, this Agreement is intended to comply with the requirements of the Village Approval granted with respect to the development of the Project.

Village of Warwick
Section 218 Block 1 Lots 91, 92, 93, 94 and 96,
And Section 219 Block 1 Lot 2.2

NOW, THEREFORE, in consideration of the terms and provisions herein and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby grant, covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, subject to the terms and conditions set forth in this Agreement, a perpetual, nonexclusive easement to but not the obligation to maintain, operate, inspect, repair, replace and use the portions of all utility facilities owned by Grantee, including, without limitation, water, electrical, gas, sanitary sewer, cable lines, pipes, wires, tanks, conduits, meters, valves, pumps, and any other utilities to be constructed by Grantor on the Property in accordance with the Approved Site Plans (collectively, the "Utility Facilities") that service any portion of the Property, subject to any permits and approvals required by any governmental authority, including without limitation, the Village, and the applicable utility company (the "Utilities Easement"). The Utilities Easement shall include the right, upon reasonable notice, of reasonable access by vehicle and on foot onto such portions of the Property for the maintenance, repair and replacement of such Utility Facilities.
2. **Easement Area.** For the purposes of this Agreement, the term "Easement Area" shall mean the Utility Facilities.
3. **Easements.** For the purposes of this Agreement, the term "Easements" shall mean the Utility Easement.
4. **Effectiveness; Easements Run With The Land.** This Agreement and the rights granted hereby shall be effective as of the Effective Date. The Easements created hereby shall run with the land and shall inure to the benefit of and be binding upon the Grantor and its heirs, successors and assigns, including, without limitation, all subsequent owners of the Property or any portion thereof. Any transferee of any the Property affected hereby or any portion thereof shall automatically be deemed, by acceptance of the title to such Property or any portion thereof, to have assumed any and all obligations provided herein with respect to the Easements and the real property(ies) affected thereby.
5. **Use; Non-interference.**
 - a. **Use of Easement Area.** Grantee shall use the Easement Area solely for the purposes of the maintenance, operation, repair and replacement of the Utility Facilities and any related fixtures or other improvements, as well as ingress and egress to the Easement Area for vehicular traffic and pedestrians reasonably required for such maintenance, operation, repair and replacement.
 - b. **General Limitations on Use.**
 - (i) Except in the case of an emergency, Grantee shall not (i) locate within the Easement Area any improvements, fixtures, facilities, or installations of any kind or nature that would materially and adversely interfere with Grantor's rights hereunder; or (ii) remove from within the boundaries of the Easement Area any obstruction or improvement which may interfere with the access to or the installation, repairing, replacing, maintaining or use of the Easements

without the prior written consent of the Grantor.

(ii) Except in the case of an emergency when the following is necessary, Grantee shall not, without prior written consent of Grantor, which may be withheld or conditioned in Grantor's sole and absolute discretion, at any time: (A) locate or store on the Easement Area any construction or other vehicles, equipment, supplies, materials, tools, apparatus, goods or other property of any kind except that which is necessary to Grantee's work in the easement area; (B) locate or store on the Easement Area any improvements, fixtures, facilities or installations of any kind except that which is necessary to Grantee's work in the easement area; or (C) locate or store on the Easement Area any hazardous materials, wastes, oil, petroleum, chemicals or any other noxious materials.

(iii) In the event Grantee is performing any Work (as defined below) in the Easement Area, Grantee shall properly regulate all pedestrian, traffic and vehicle flow over the Property and Easement Area, including, without limitation, providing alternate means of access as reasonably determined by Grantor.

(iv) The owner(s) of the Property, or any portion thereof, shall have the right to appropriately and reasonably limit and condition the performance of any Work within or access to the Easement Area on such portions of the Property so owned, including, without limitation, reasonably restricting the time during which any such work may be performed, as well as reasonably limiting where access may be made to the Easement Area.

c. Non-interference. Subject to the foregoing, the Parties hereto agree to utilize the Easement Area and Property in a manner consistent with the terms and conditions herein stated, and further agree that they shall not obstruct, impede, or interfere with the other Party's use and enjoyment of the rights herein vested in such Party. Consistent therewith, Grantor, for itself, its agents, contractors and employees, reserves the right to use and enjoy the Property, including the Easement Area, for any and all purposes that do not unreasonably interfere with the use or enjoyment thereof by Grantee, including the right to take such actions and make such capital and non-capital repairs, replacements, alterations, additions, and improvements, and to place, maintain, repair and replace such improvements, fixtures, utility lines, pipes, ducts, conduits and wires on, under, above and adjacent to the improved and unimproved portions of the Property or Easement Area as may be reasonably necessary for the development of the Project, including, without limitation, the right to repave, maintain, reconfigure, relocate, and otherwise modify the sidewalks, parking lot and drives on the Property, including those portions within the Easement Area.

6. Alteration and Relocation. The Grantor shall not, without the prior written consent of the Grantee (which consent shall not be unreasonably withheld, conditioned or delayed): (a) materially alter, materially relocate, close or otherwise materially impair ingress and egress to the Easement Area from the public road; (b) make any adverse change to the methods of ingress and egress, direction of traffic, lighting or curbing to the Easement Area from the public road; or (c) make any changes (either temporary or permanent) to the physical layout of the Easement Area which materially and adversely affects the access, ingress to or egress from, or use of the Property or the Easement Area.

7. **Maintenance Responsibility of the Grantee.** Grantee shall be responsible for the maintenance, repair and replacement of Utility Facilities, and shall keep the Easement Area free of debris and in conformity with all governmental regulations, as may be necessary from time to time. All maintenance, repair and replacement shall be of a quality and appearance equal to or better than the quality and appearance of the improvements as originally constructed by the Grantor and shall be consistent with the enhancement and preservation of the appearance and value of the improvements associated with the Project.

8. [Intentionally omitted].

9. **Remedies.** In the event of any breach of this Agreement by one of the Parties, the non-breaching Party shall have the right to exercise any and all rights and remedies provided at law or in equity, including, without limitation, the right to an injunction or other appropriate equitable relief in order to restrain such breach, without the requirement of showing or proving actual damages to the non-breaching Party.

10. **Grantee's General Covenants.**

(a) **Construction Period.** Grantee covenants and agrees with Grantor that Grantee shall, prior to the date that Grantee commences any entry, construction, repair, replacement, or other maintenance of the Easement Area or related activities (collectively, the "Work") and at all times until the completion of any such Work (the "Construction Period"), at Grantee's sole cost and expense:

(i) except in the case of emergency, enter the Easement Area solely from mutually agreeable locations; subject to Grantor's, or the owner(s) of the Property's, review and approval of the scope of Work, which such approval shall not be unreasonably withheld;

(ii) erect such safety fences, signage and markings, and employ such other safety measures as in the Grantee's reasonable judgement shall be necessary for protection of persons and property during the work;

(iii) except in an emergency, limit all Work to solely the Easement Area and not conduct any such Work outside the Easement Area without Grantor's, or the owner(s) of the Property's, approval, which such approval shall not be unreasonably withheld;

(iv) permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to participate in meetings with the Grantee's contractors, sub-contractors, and other relevant parties, provided that the Grantee's sole obligation shall be to provide the Grantor or the owner(s) of the Property with reasonably advance notice, by telephone or e-mail, of the date, place and time of such meetings; and

(v) when requested by Grantor, or the owner(s) of the Property, permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to inspect Grantee's Work on the Property and the Easement Area upon reasonable notice and provided that such inspection does not materially interfere with conducting the Work.

(b) Storm Water Controls. Except in an emergency, prior to the commencement of any Construction Period, the Grantee shall install such appropriate stormwater controls on the Property as in the Grantee's reasonable judgement are necessary to prevent stormwater run-off from the Work affecting any nearby streams. In the event of an emergency, the Grantee shall install such stormwater controls on the Property as soon as practicable after the commencement of any Construction Period. Grantee shall properly maintain such controls on the Property as long as is necessary during any Construction Period to avoid affecting nearby streams.

(c) Removal of Debris and Restoration. Upon completion of any Work, Grantee shall, at its sole cost and expense, immediately remove all brush, cut trees, construction debris, storm water controls, construction equipment and material from the Easement Area and the Property, shall grade and seed the Easement Area and, if necessary, such other portions of the Property disturbed by Grantee, at an elevation similar to the grade which existed immediately prior to the commencement of any such Work, and shall otherwise reasonably restore the Easement Area and Property to the same condition as existed immediately prior to any entry or Work done by Grantee, including, without limitation, restoring or replacing any and all lawns, trees, flowers, shrubs, sidewalks, driveways, curbing, light poles, signage, concrete planters, fencing, surface and pavements or other appurtenances or property which are removed, disturbed or damaged by Grantee in the course of such Work, or in the furtherance of the exercise of any rights granted herein. Grantee acknowledges and agrees that any Work performed by Grantee shall not be complete until all such work contemplated in this subparagraph (c) is completed to the satisfaction of Grantor, in its reasonable discretion.

(d) Permits and Approvals. To the extent that Grantee, as a municipal corporation undertaking work within its own boundaries, may be required to obtain any permits or approvals in order to perform any Work hereunder, Grantee shall obtain such permits or approvals.

(e) Costs and Timing. Grantee shall be responsible for any and all of its costs and expenses associated with any Work, and all such Work shall be done in an expeditious manner, during reasonable hours, without unreasonable interference to or any interruption of Grantor's use or operations on the Property.

(f) Compliance with Laws. In performing any remedial work hereunder, Grantee shall make good faith and reasonable efforts to comply with all applicable laws and government orders, rules and regulations.

(g) Liens. Grantee shall promptly discharge or have bonded off any mechanics liens related to any Work which attach to the Property.

11. [Intentionally omitted].

12. Insurance; Indemnification.

(a) Requirements. Prior to the commencement of any Construction Period, Grantee shall maintain liability insurance in customary form and amounts as follows: (i) comprehensive general liability (including contractual liability) in an amount of not less than One Million

Dollars (\$1,000,000) for bodily injury and property damage per occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) general aggregate, with umbrella coverage in an amount not less than Two Million Dollars (\$2,000,000); (ii) automobile liability with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for automobile bodily injury and property damage liability; and (iii) such other insurance as is required by law. Grantee further agrees to cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement, to maintain liability insurance in customary form and amounts reasonably acceptable to Grantor in compliance with this Agreement. The contracts of insurance required by this Section shall contain standard loss payable clauses in favor of Grantor and Grantee as their respective interests may appear, and shall be maintained with companies reasonably acceptable to Grantor. The insurance shall name Grantor as an additional insured on a non-contributing basis.

(b) Evidence. If requested by Grantor, Grantee shall deliver to Grantor, and shall cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement to deliver to Grantor, within ten (10) days after such request, original policies of insurance naming Grantor as an additional insured, in form and substance reasonably satisfactory to Grantor, evidencing such liability insurance, and shall cause all contractors, subcontractors, consultants, or other agents employed or retained by Grantee to provide similar certificates.

(c) Non-cancellation. The contracts of insurance required by this Section shall contain a provision requiring thirty (30) days advance written notice to Grantor of any proposed cancellation of such insurance.

(d) Indemnification. Grantee hereby agrees to indemnify, defend and hold Grantor, its affiliates and respective managers, members, officers, directors, employees and agents, harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to the negligence or willful misconduct of Grantee (or any person acting at its direction or on its behalf) in the performance of any inspections, maintenance, repairs and/or construction activities under this Agreement.

13. Notice. Any notices to be given under this Agreement shall be in writing, and sent to each Party at their addresses as set forth above, or such change of address as given to the other Party by registered or certified mail. The date of mailing shall be deemed the date of service of such notice.

14. Recording. Grantor shall record this Agreement in the Orange County Clerk's Office and pay for any recording fees related to same.

15. Miscellaneous.

a. Amendment. Except as otherwise provided herein, this Agreement may not be modified, amended, changed, altered, supplemented, waived, cancelled, rescinded or terminated,

in whole or in part, except in a writing signed by the respective Parties hereto which has been approved by the Village Board.

b. Choice of Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed within the State of New York, without regard to conflict of laws principles.

c. Venue. The Parties agree that any legal suit, action or proceeding arising out of or relating to the Easement or this Agreement shall be brought in the Supreme Court, Orange County, New York and the Parties hereby consent to the jurisdiction of such court.

d. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

f. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

g. Benefit/Burden. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns. Any and all references to "Grantor" herein shall be deemed to include Grantor's successor's and/or assigns.

h. No Dedication to Public. It is the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their successors and assigns and that nothing herein, express or implied, shall confer upon any person, entity or public, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

i. Entire Agreement. This Agreement constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent. The recitals appearing at the beginning of this Agreement and any and all Schedules attached hereto are expressly incorporated herein by reference, and shall be deemed to be a part of this Agreement.

j. Counterparts. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email

transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the case of any electronic delivery by a Party, such Party shall thereafter deliver an originally executed signature page to the other Party benefited hereby, but the failure of any such delivery shall not affect the validity or binding effect of this Agreement, the Parties expressly waiving any such defense.

k. Construction. The Parties each acknowledge that they, and their legal counsel, have had had an opportunity to review, negotiate and participate in the drafting of this Agreement. As such, the Parties acknowledge and agree that this Agreement shall not be construed more strictly as against either Party.

l. Waiver. No waiver of any condition or covenant hereof by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the ____ day of November, in the year 2021, 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

VILLAGE OF WARWICK

By: _____
Name: Michael J. Newhard
Title: Mayor

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the _____ day of November, in the year 2021, before me, the undersigned, personally appeared Michael J. Newhard 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

(Description of the Property)

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brady Road, said point being the southwesterly corner of the premises hereinafter to be described, being the northwesterly corner of lands now or formerly of Porter (Tax Lot No. 53-1-4.1 and being lot 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line;

RUNNING THENCE northerly along the easterly side of Brady Road the following five courses and distances:

1. North 35 degrees 46 minutes 12 seconds West, a distance of 346.49 feet;
2. North 20 degrees 01 minute 27 seconds West, a distance of 129.68 feet to a point;
3. North 13 degrees 07 minutes 51 seconds West, a distance of 193.00 feet to a point;
4. North 09 degrees 24 minutes 19 seconds West, a distance of 113.63 feet to a point;
5. North 12 degrees 01 minute 38 seconds East, a distance of 245.54 feet to, and only to, the southwesterly corner of Master Homeowner's Association (Parcel #3) depicted on Filed Map #8486 (Tax Lot 218-1-95) and being the northwesterly corner of premises;

THENCE South 77 degrees 58 minutes 22 seconds East along the northerly line of the premises and the southerly line of said Master Homeowners Association (Parcel #3) depicted on Filed Map #8486 (Tax lot 218-1-95), a distance of 49.43 feet to the southwesterly corner of the Warwick Village Condominium, as the same was created by the Declaration in Liber 2985 of Deeds, Page 113;

THENCE Southeasterly and northeasterly along the northerly line of the premises and the southerly line of said lands of The Warwick Village Condominium the following two (2) courses and distances:

1. South 73 degrees 40 minutes 27 seconds East, a distance of 168.11 feet to a point;
2. North 86 degrees 11 minutes 50 seconds East, a distance of 271.93 feet to the southwesterly corner of lands now or formerly of The Warwick Meadows Master

Home Owners Association, Ltd., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1) and being the southeasterly corner of lands or said Warwick Village Condominium;

THENCE North 63 degrees 07 minutes 15 seconds East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Master Home Owners Association LTD., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1), a distance of 270.14 feet to the southwesterly corner of the lands now or formerly of the Warwick Meadows Homeowners Association, Inc., as acquired in the deed in Liber 3026 of Deeds, Page 284 (Being Warwick Homeowners Association Parcel #4) depicted on Filed Map # 8486 and being tax lot 218-1-85;

THENCE Northeasterly along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Homeowners Association, Inc., the following two (2) courses and distances:

1. North 68 degrees 29 minutes 52 seconds East, a distance of 130.85 feet to a point;
2. North 27 degrees 20 minutes 55 seconds East, a distance of 120.21 feet to, and only to, the northwesterly corner of Lot No. 49 on the map entitled "E.O.R. Eighteen of New York, Inc., Filed Map #130-94 and being the northeasterly corner of the premises;

THENCE South 06 degrees 28 minutes 10 seconds West along the easterly line of the premises and the westerly line of Lot Nos. 49, 48, 47 and 45 on Filed Map #130-94, a distance of 663.11 feet to a point in the northerly side of Sheffield Drive, as dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and said point being and intended to be the southwesterly corner of Lot No. 45 on Filed Map #130-94;

THENCE South 75 degrees 36 minutes 28 seconds West along the northerly side of Sheffield Drive, as dedicated as aforesaid, a distance of 30.00 feet to a point;

THENCE South 05 degrees 18 minutes 53 seconds West along the easterly line of the premises, along the westerly terminus of Sheffield Drive as the same was dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and along the westerly line of Lot No. 44 on Filed Map #130-94, a distance of 251.87 feet to a point in the northerly line of lands now or formerly of Porter (Tax Lot 53-1-4.1 and being Lot No. 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line and being the southeasterly corner of the premises;

THENCE South 62 degrees 51 minutes 07 seconds West along the southerly line of the premises, along the Village of Warwick Corporate Line and along the northerly line of said lands now or formerly of Porter, a distance of 577.24 feet to a point in the easterly side of Brady Road, being the northwesterly corner of said lands now or formerly of Porter, being the southwesterly corner of the premises hereinabove described and the Point of Place of Beginning.

For Deed and Mortgage purposes only, said premises being known as
Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 91

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 92

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 93

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 94

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 96

Property: Ball Road & Ridgefield Rd, Warwick, NY 10990
Tax ID: Section 219 Block 1 Lot 2.2

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

UTILITY EASEMENT AGREEMENT

This **UTILITY EASEMENT AGREEMENT** (this "Agreement") is made as of this ___ day of November, 2021 (the "Effective Date"), by and between **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982 (the "Grantor"), and the **VILLAGE OF WARWICK**, a New York municipal corporation with principal offices at 77 Main Street, Warwick, New York 10990 (the "Village" or "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the fee owner of that certain real property located in the Village of Warwick, County of Orange, State of New York, further identified as Village of Warwick tax map parcel nos.: 218-1-91; 218-1-92; 218-1-93; 218-1-94; 218-1-96; and 219-1-2.2 (together, the "Property") and more fully described on Schedule "A" attached hereto and made a part hereof; and

WHEREAS, on April 13, 2021, Grantor received approval from the Village Planning Board of a Second Amended Site Plan and Lot Line Adjustment (the "Village Approval") for the construction of a condominium project consisting of ninety (90) residential condominium units across fourteen (14) buildings and other related improvements at the Property (the "Project") as shown on the approved site plans entitled "Warwick Commons Stage 5, LLC" prepared by Maser Consulting, dated as of September 25, 2020, and last revised March 23, 2021 (the "Approved Site Plans"), which Approved Site Plans are on file with the Village of Warwick Village Clerk; and

WHEREAS, as more fully depicted on the Approved Site Plans, the Property shall be improved with internal roads, structures and various utility lines consisting of electrical, gas, water and sewer lines, conduits, pipes and such other facilities, and storm water management facilities, all of sufficient capacity to service the Property; and

WHEREAS, Grantor desires to grant to the Grantee for the benefit of the Village certain rights and easements for access and egress for maintenance, repair and replacement over, under, on, and through the Property; and

WHEREAS, this Agreement is intended to comply with the requirements of the Village Approval granted with respect to the development of the Project.

Village of Warwick
Section 218 Block 1 Lots 91, 92, 93, 94 and 96,
And Section 219 Block 1 Lot 2.2

NOW, THEREFORE, in consideration of the terms and provisions herein and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby grant, covenant and agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, subject to the terms and conditions set forth in this Agreement, a perpetual, nonexclusive easement to but not the obligation to maintain, operate, inspect, repair, replace and use the portions of all utility facilities owned by Grantee, including, without limitation, water, electrical, gas, sanitary sewer, cable lines, pipes, wires, tanks, conduits, meters, valves, pumps, and any other utilities to be constructed by Grantor on the Property in accordance with the Approved Site Plans (collectively, the "Utility Facilities") that service any portion of the Property, subject to any permits and approvals required by any governmental authority, including without limitation, the Village, and the applicable utility company (the "Utilities Easement"). The Utilities Easement shall include the right, upon reasonable notice, of reasonable access by vehicle and on foot onto such portions of the Property for the maintenance, repair and replacement of such Utility Facilities.

2. **Easement Area.** For the purposes of this Agreement, the term "Easement Area" shall mean the Utility Facilities.

3. **Easements.** For the purposes of this Agreement, the term "Easements" shall mean the Utility Easement.

4. **Effectiveness; Easements Run With The Land.** This Agreement and the rights granted hereby shall be effective as of the Effective Date. The Easements created hereby shall run with the land and shall inure to the benefit of and be binding upon the Grantor and its heirs, successors and assigns, including, without limitation, all subsequent owners of the Property or any portion thereof. Any transferee of any the Property affected hereby or any portion thereof shall automatically be deemed, by acceptance of the title to such Property or any portion thereof, to have assumed any and all obligations provided herein with respect to the Easements and the real property(ies) affected thereby.

5. **Use; Non-interference.**

a. **Use of Easement Area.** Grantee shall use the Easement Area solely for the purposes of the maintenance, operation, repair and replacement of the Utility Facilities and any related fixtures or other improvements, as well as ingress and egress to the Easement Area for vehicular traffic and pedestrians reasonably required for such maintenance, operation, repair and replacement.

b. **General Limitations on Use.**

(i) Except in the case of an emergency, Grantee shall not (i) locate within the Easement Area any improvements, fixtures, facilities, or installations of any kind or nature that would materially and adversely interfere with Grantor's rights hereunder; or (ii) remove from within the boundaries of the Easement Area any obstruction or improvement which may interfere with the access to or the installation, repairing, replacing, maintaining or use of the Easements

without the prior written consent of the Grantor.

(ii) Except in the case of an emergency when the following is necessary, Grantee shall not, without prior written consent of Grantor, which may be withheld or conditioned in Grantor's sole and absolute discretion, at any time: (A) locate or store on the Easement Area any construction or other vehicles, equipment, supplies, materials, tools, apparatus, goods or other property of any kind except that which is necessary to Grantee's work in the easement area; (B) locate or store on the Easement Area any improvements, fixtures, facilities or installations of any kind except that which is necessary to Grantee's work in the easement area; or (C) locate or store on the Easement Area any hazardous materials, wastes, oil, petroleum, chemicals or any other noxious materials.

(iii) In the event Grantee is performing any Work (as defined below) in the Easement Area, Grantee shall properly regulate all pedestrian, traffic and vehicle flow over the Property and Easement Area, including, without limitation, providing alternate means of access as reasonably determined by Grantor.

(iv) The owner(s) of the Property, or any portion thereof, shall have the right to appropriately and reasonably limit and condition the performance of any Work within or access to the Easement Area on such portions of the Property so owned, including, without limitation, reasonably restricting the time during which any such work may be performed, as well as reasonably limiting where access may be made to the Easement Area.

c. Non-interference. Subject to the foregoing, the Parties hereto agree to utilize the Easement Area and Property in a manner consistent with the terms and conditions herein stated, and further agree that they shall not obstruct, impede, or interfere with the other Party's use and enjoyment of the rights herein vested in such Party. Consistent therewith, Grantor, for itself, its agents, contractors and employees, reserves the right to use and enjoy the Property, including the Easement Area, for any and all purposes that do not unreasonably interfere with the use or enjoyment thereof by Grantee, including the right to take such actions and make such capital and non-capital repairs, replacements, alterations, additions, and improvements, and to place, maintain, repair and replace such improvements, fixtures, utility lines, pipes, ducts, conduits and wires on, under, above and adjacent to the improved and unimproved portions of the Property or Easement Area as may be reasonably necessary for the development of the Project, including, without limitation, the right to repave, maintain, reconfigure, relocate, and otherwise modify the sidewalks, parking lot and drives on the Property, including those portions within the Easement Area.

6. Alteration and Relocation. The Grantor shall not, without the prior written consent of the Grantee (which consent shall not be unreasonably withheld, conditioned or delayed): (a) materially alter, materially relocate, close or otherwise materially impair ingress and egress to the Easement Area from the public road; (b) make any adverse change to the methods of ingress and egress, direction of traffic, lighting or curbing to the Easement Area from the public road; or (c) make any changes (either temporary or permanent) to the physical layout of the Easement Area which materially and adversely affects the access, ingress to or egress from, or use of the Property or the Easement Area.

7. **Maintenance Responsibility of the Grantee.** Grantee shall be responsible for the maintenance, repair and replacement of Utility Facilities, and shall keep the Easement Area free of debris and in conformity with all governmental regulations, as may be necessary from time to time. All maintenance, repair and replacement shall be of a quality and appearance equal to or better than the quality and appearance of the improvements as originally constructed by the Grantor and shall be consistent with the enhancement and preservation of the appearance and value of the improvements associated with the Project.

8. [Intentionally omitted].

9. **Remedies.** In the event of any breach of this Agreement by one of the Parties, the non-breaching Party shall have the right to exercise any and all rights and remedies provided at law or in equity, including, without limitation, the right to an injunction or other appropriate equitable relief in order to restrain such breach, without the requirement of showing or proving actual damages to the non-breaching Party.

10. **Grantee's General Covenants.**

(a) **Construction Period.** Grantee covenants and agrees with Grantor that Grantee shall, prior to the date that Grantee commences any entry, construction, repair, replacement, or other maintenance of the Easement Area or related activities (collectively, the "Work") and at all times until the completion of any such Work (the "Construction Period"), at Grantee's sole cost and expense:

(i) except in the case of emergency, enter the Easement Area solely from mutually agreeable locations, subject to Grantor's, or the owner(s) of the Property's, review and approval of the scope of Work, which such approval shall not be unreasonably withheld;

(ii) erect such safety fences, signage and markings, and employ such other safety measures as in the Grantee's reasonable judgement shall be necessary for protection of persons and property during the work;

(iii) except in an emergency, limit all Work to solely the Easement Area and not conduct any such Work outside the Easement Area without Grantor's, or the owner(s) of the Property's, approval, which such approval shall not be unreasonably withheld;

(iv) permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to participate in meetings with the Grantee's contractors, sub-contractors, and other relevant parties, provided that the Grantee's sole obligation shall be to provide the Grantor or the owner(s) of the Property with reasonably advance notice, by telephone or e-mail, of the date, place and time of such meetings; and

(v) when requested by Grantor, or the owner(s) of the Property, permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to inspect Grantee's Work on the Property and the Easement Area upon reasonable notice and provided that such inspection does not materially interfere with conducting the Work.

(b) Storm Water Controls. Except in an emergency, prior to the commencement of any Construction Period, the Grantee shall install such appropriate stormwater controls on the Property as in the Grantee's reasonable judgement are necessary to prevent stormwater run-off from the Work affecting any nearby streams. In the event of an emergency, the Grantee shall install such stormwater controls on the Property as soon as practicable after the commencement of any Construction Period. Grantee shall properly maintain such controls on the Property as long as is necessary during any Construction Period to avoid affecting nearby streams.

(c) Removal of Debris and Restoration. Upon completion of any Work, Grantee shall, at its sole cost and expense, immediately remove all brush, cut trees, construction debris, storm water controls, construction equipment and material from the Easement Area and the Property, shall grade and seed the Easement Area and, if necessary, such other portions of the Property disturbed by Grantee, at an elevation similar to the grade which existed immediately prior to the commencement of any such Work, and shall otherwise reasonably restore the Easement Area and Property to the same condition as existed immediately prior to any entry or Work done by Grantee, including, without limitation, restoring or replacing any and all lawns, trees, flowers, shrubs, sidewalks, driveways, curbing, light poles, signage, concrete planters, fencing, surface and pavements or other appurtenances or property which are removed, disturbed or damaged by Grantee in the course of such Work, or in the furtherance of the exercise of any rights granted herein. Grantee acknowledges and agrees that any Work performed by Grantee shall not be complete until all such work contemplated in this subparagraph (c) is completed to the satisfaction of Grantor, in its reasonable discretion.

(d) Permits and Approvals. To the extent that Grantee, as a municipal corporation undertaking work within its own boundaries, may be required to obtain any permits or approvals in order to perform any Work hereunder, Grantee shall obtain such permits or approvals.

(e) Costs and Timing. Grantee shall be responsible for any and all of its costs and expenses associated with any Work, and all such Work shall be done in an expeditious manner, during reasonable hours, without unreasonable interference to or any interruption of Grantor's use or operations on the Property.

(f) Compliance with Laws. In performing any remedial work hereunder, Grantee shall make good faith and reasonable efforts to comply with all applicable laws and government orders, rules and regulations.

(g) Liens. Grantee shall promptly discharge or have bonded off any mechanics liens related to any Work which attach to the Property.

11. [Intentionally omitted].

12. **Insurance; Indemnification.**

(a) Requirements. Prior to the commencement of any Construction Period, Grantee shall maintain liability insurance in customary form and amounts as follows: (i) comprehensive general liability (including contractual liability) in an amount of not less than One Million

Dollars (\$1,000,000) for bodily injury and property damage per occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) general aggregate, with umbrella coverage in an amount not less than Two Million Dollars (\$2,000,000); (ii) automobile liability with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for automobile bodily injury and property damage liability; and (iii) such other insurance as is required by law. Grantee further agrees to cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement, to maintain liability insurance in customary form and amounts reasonably acceptable to Grantor in compliance with this Agreement. The contracts of insurance required by this Section shall contain standard loss payable clauses in favor of Grantor and Grantee as their respective interests may appear, and shall be maintained with companies reasonably acceptable to Grantor. The insurance shall name Grantor as an additional insured on a non-contributing basis.

(b) Evidence. If requested by Grantor, Grantee shall deliver to Grantor, and shall cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement to deliver to Grantor, within ten (10) days after such request, original policies of insurance naming Grantor as an additional insured, in form and substance reasonably satisfactory to Grantor, evidencing such liability insurance, and shall cause all contractors, subcontractors, consultants, or other agents employed or retained by Grantee to provide similar certificates.

(c) Non-cancellation. The contracts of insurance required by this Section shall contain a provision requiring thirty (30) days advance written notice to Grantor of any proposed cancellation of such insurance.

(d) Indemnification. Grantee hereby agrees to indemnify, defend and hold Grantor, its affiliates and respective managers, members, officers, directors, employees and agents, harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to the negligence or willful misconduct of Grantee (or any person acting at its direction or on its behalf) in the performance of any inspections, maintenance, repairs and/or construction activities under this Agreement.

13. Notice. Any notices to be given under this Agreement shall be in writing, and sent to each Party at their addresses as set forth above, or such change of address as given to the other Party by registered or certified mail. The date of mailing shall be deemed the date of service of such notice.

14. Recording. Grantor shall record this Agreement in the Orange County Clerk's Office and pay for any recording fees related to same.

15. Miscellaneous.

a. Amendment. Except as otherwise provided herein, this Agreement may not be modified, amended, changed, altered, supplemented, waived, cancelled, rescinded or terminated,

in whole or in part, except in a writing signed by the respective Parties hereto which has been approved by the Village Board.

b. Choice of Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed within the State of New York, without regard to conflict of laws principles.

c. Venue. The Parties agree that any legal suit, action or proceeding arising out of or relating to the Easement or this Agreement shall be brought in the Supreme Court, Orange County, New York and the Parties hereby consent to the jurisdiction of such court.

d. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

f. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

g. Benefit/Burden. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns. Any and all references to "Grantor" herein shall be deemed to include Grantor's successor's and/or assigns.

h. No Dedication to Public. It is the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their successors and assigns and that nothing herein, express or implied, shall confer upon any person, entity or public, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

i. Entire Agreement. This Agreement constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent. The recitals appearing at the beginning of this Agreement and any and all Schedules attached hereto are expressly incorporated herein by reference, and shall be deemed to be a part of this Agreement.

j. Counterparts. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email

transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the case of any electronic delivery by a Party, such Party shall thereafter deliver an originally executed signature page to the other Party benefited hereby, but the failure of any such delivery shall not affect the validity or binding effect of this Agreement, the Parties expressly waiving any such defense.

k. Construction. The Parties each acknowledge that they, and their legal counsel, have had had an opportunity to review, negotiate and participate in the drafting of this Agreement. As such, the Parties acknowledge and agree that this Agreement shall not be construed more strictly as against either Party.

l. Waiver. No waiver of any condition or covenant hereof by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: [Signature]
Name: NORTH UNGER
Title: Owner

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the 3 day of November, in the year 2021, before me, the undersigned, personally appeared NORTH UNGER 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 upon behalf of which the individual (s) acted, executed the instrument.

YAAKOV M. ROTENBERG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01806327270
Qualified in Rockland County
My Commission Expires July 04, 2023

Notary Public [Signature]

VILLAGE OF WARWICK

By: _____
Name: **Michael J. Newhard**
Title: **Mayor**

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the _____ day of November, in the year 2021, before me, the undersigned, personally appeared Michael J. Newhard 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

(Description of the Property)

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brady Road, said point being the southwesterly corner of the premises hereinafter to be described, being the northwesterly corner of lands now or formerly of Porter (Tax Lot No. 53-1-4.1 and being lot 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line;

RUNNING THENCE northerly along the easterly side of Brady Road the following five courses and distances:

1. North 35 degrees 46 minutes 12 seconds West, a distance of 346.49 feet;
2. North 20 degrees 01 minute 27 seconds West, a distance of 129.68 feet to a point;
3. North 13 degrees 07 minutes 51 seconds West, a distance of 193.00 feet to a point;
4. North 09 degrees 24 minutes 19 seconds West, a distance of 113.63 feet to a point;
5. North 12 degrees 01 minute 38 seconds East, a distance of 245.54 feet to, and only to, the southwesterly corner of Master Homeowner's Association (Parcel #3) depicted on Filed Map #8486 (Tax Lot 218-1-95) and being the northwesterly corner of premises;

THENCE South 77 degrees 58 minutes 22 seconds East along the northerly line of the premises and the southerly line of said Master Homeowners Association (Parcel #3) depicted on Filed Map #8486 (Tax lot 218-1-95), a distance of 49.43 feet to the southwesterly corner of the Warwick Village Condominium, as the same was created by the Declaration in Liber 2985 of Deeds, Page 113;

THENCE Southeasterly and northeasterly along the northerly line of the premises and the southerly line of said lands of The Warwick Village Condominium the following two (2) courses and distances:

1. South 73 degrees 40 minutes 27 seconds East, a distance of 168.11 feet to a point;
2. North 86 degrees 11 minutes 50 seconds East, a distance of 271.93 feet to the southwesterly corner of lands now or formerly of The Warwick Meadows Master

Home Owners Association, Ltd., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1) and being the southeasterly corner of lands or said Warwick Village Condominium;

THENCE North 63 degrees 07 minutes 15 seconds East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Master Home Owners Association LTD., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1), a distance of 270.14 feet to the southwesterly corner of the lands now or formerly of the Warwick Meadows Homeowners Association, Inc., as acquired in the deed in Liber 3026 of Deeds, Page 284 (Being Warwick Homeowners Association Parcel #4) depicted on Filed Map # 8486 and being tax lot 218-1-85;

THENCE Northeasterly along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Homeowners Association, Inc., the following two (2) courses and distances:

1. North 68 degrees 29 minutes 52 seconds East, a distance of 130.85 feet to a point;
2. North 27 degrees 20 minutes 55 seconds East, a distance of 120.21 feet to, and only to, the northwesterly corner of Lot No. 49 on the map entitled "E.O.R. Eighteen of New York, Inc., Filed Map #130-94 and being the northeasterly corner of the premises;

THENCE South 06 degrees 28 minutes 10 seconds West along the easterly line of the premises and the westerly line of Lot Nos. 49, 48, 47 and 45 on Filed Map #130-94, a distance of 663.11 feet to a point in the northerly side of Sheffield Drive, as dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and said point being and intended to be the southwesterly corner of Lot No. 45 on Filed Map #130-94;

THENCE South 75 degrees 36 minutes 28 seconds West along the northerly side of Sheffield Drive, as dedicated as aforesaid, a distance of 30.00 feet to a point;

THENCE South 05 degrees 18 minutes 53 seconds West along the easterly line of the premises, along the westerly terminus of Sheffield Drive as the same was dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and along the westerly line of Lot No. 44 on Filed Map #130-94, a distance of 251.87 feet to a point in the northerly line of lands now or formerly of Porter (Tax Lot 53-1-4.1 and being Lot No. 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line and being the southeasterly corner of the premises;

THENCE South 62 degrees 51 minutes 07 seconds West along the southerly line of the premises, along the Village of Warwick Corporate Line and along the northerly line of said lands now or formerly of Porter, a distance of 577.24 feet to a point in the easterly side of Brady Road, being the northwesterly corner of said lands now or formerly of Porter, being the southwesterly corner of the premises hereinabove described and the Point of Place of Beginning.

For Deed and Mortgage purposes only, said premises being known as
Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 91

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 92

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 93

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 94

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 96

Property: Ball Road & Ridgefield Rd, Warwick, NY 10990
Tax ID: Section 219 Block 1 Lot 2.2

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") dated the ____ day of November, 2021 (the "Effective Date") by and between **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982 (the "Grantor"), and the **VILLAGE OF WARWICK**, a New York municipal corporation with principal offices at 77 Main Street, Warwick, New York 10990 (the "Village" or "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the fee owner of that certain real property located in the Village of Warwick, County of Orange, State of New York, further identified as Village of Warwick tax map parcel nos.: 218-1-91; 218-1-92; 218-1-93; 218-1-94; 218-1-96; and 219-1-2.2 (together, the "Property") and more fully described on Schedule "A" attached hereto and made a part hereof; and

WHEREAS, on April 13, 2021, Grantor received approval from the Village Planning Board of a Second Amended Site Plan and Lot Line Adjustment (the "Village Approval") for the construction of a condominium project consisting of ninety (90) residential condominium units across fourteen (14) buildings and other related improvements at the Property (the "Project") as shown on the approved site plans entitled "Warwick Commons Stage 5, LLC" prepared by Maser Consulting, dated as of September 25, 2020, and last revised March 23, 2021 (the "Approved Site Plans"), which Approved Site Plans are on file with the Village of Warwick Village Clerk; and

WHEREAS, as more fully depicted on the Approved Site Plans, the Property shall be improved with internal roads, structures and various utility lines consisting of electrical, gas, water and sewer lines, conduits, pipes and such other facilities, and storm water management facilities, all of sufficient capacity to service the Property; and

WHEREAS, Grantor desires to grant to the Grantee for the benefit of the Village certain rights and easements for access and egress for maintenance, repair and replacement over, under, on, and through the Property; and

WHEREAS, this Agreement is intended to comply with the requirements of the Village Approval granted with respect to the development of the Project.

NOW, THEREFORE, in consideration of the terms and provisions herein and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby grant, covenant and agree as follows:

Village of Warwick
Section 218 Block 1 Lots 91, 92, 93, 94 and 96,
And Section 219 Block 1 Lot 2.2

1. **Grant of Easements.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys, to the Grantee the following easements:

a. **Right Of Way.** A perpetual, nonexclusive easement and right of way over those portions of the Property to be improved with private roads as more fully depicted on the Approved Site Plans, (the "Private Roads"), in common with others, for all normal and customary pedestrian and vehicular access, ingress and egress to and from the Property, upon, over and across all sidewalks, entrances, drives, lanes, roadways and service drives which are now or may hereafter from time to time be constructed thereon in accordance with the Approved Site Plans (the "Right Of Way").

b. **Sight Line Easement.** A perpetual, nonexclusive easement over those portions of the Property proximate to the intersection of Brady Road and Sheffield Drive as shown on the Approved Site Plans and more fully depicted on Schedule "B" attached hereto and made a part hereof (the "Sight Line Areas") for but not the obligation of clearing and normal and customary landscaping and maintenance of the Sight Line Areas for the purpose of providing safe and adequate sight lines for vehicular and pedestrian traffic over Brady Road and Sheffield Drive and the navigation of the intersection thereof (the "Sight Line Easement"). The Sight Line Easement shall include the right, upon reasonable notice, of reasonable access by vehicle and on foot onto such portions of the Sight Line Areas for the clearing, landscaping and maintenance of such Sight Line Areas.

2. **Easement Area.** For the purposes of this Agreement, the term "Easement Area" shall mean, collectively, (a) the Private Roads, and (b) the Sight Line Areas.

3. **Easements.** For the purposes of this Agreement, the term "Easements" shall mean, collectively, the Right Of Way and the Sight Line Easement.

4. **Effectiveness; Easements Run With The Land.** This Agreement and the rights granted hereby shall be effective as of the Effective Date. The Easements created hereby shall run with the land and shall inure to the benefit of and be binding upon the Grantor and its heirs, successors and assigns, including, without limitation, all subsequent owners of the Property or any portion thereof. Any transferee of any the Property affected hereby or any portion thereof shall automatically be deemed, by acceptance of the title to such Property or any portion thereof, to have assumed any and all obligations provided herein with respect to the Easements and the real property(ies) affected thereby.

5. **Use; Non-interference.**

a. **Use of Easement Area.** Grantee shall use the Easement Area solely for the purposes set forth in Section 1 hereof and for any other purpose.

b. **General Limitations on Use.**

(i) Except in the case of emergency, Grantee shall not remove from within the boundaries of the Easement Area any obstruction or improvement which may interfere with the

access to or the installation, repairing, replacing, maintaining or use of the Easements without the prior written consent of the Grantor.

(ii) Except in the case of an emergency when the following is necessary, Grantee shall not, without prior written consent of Grantor, which may be withheld or conditioned in Grantor's sole and absolute discretion, at any time: (A) locate or store on the Easement Area any construction or other vehicles, equipment, supplies, materials, tools, apparatus, goods or other property of any kind except that which is necessary to Grantee's work in the easement area; (B) locate or store on the Easement Area any improvements, fixtures, facilities or installations of any kind except that which is necessary to Grantee's work in the easement area; or (C) locate or store on the Easement Area any hazardous materials, wastes, oil, petroleum, chemicals or any other noxious materials.

(iii) In the event Grantee is performing any Work (as defined below) in the Easement Area, Grantee shall properly regulate all pedestrian, traffic and vehicle flow over the Property and Easement Area, including, without limitation, providing alternate means of access as reasonably determined by Grantor.

c. Non-interference. Subject to the foregoing, the Parties hereto agree to utilize the Easement Area and Property in a manner consistent with the terms and conditions herein stated, and further agree that they shall not obstruct, impede, or interfere with the other Party's use and enjoyment of the rights herein vested in such Party. Consistent therewith, Grantor, for itself, its agents, contractors and employees, reserves the right to use and enjoy the Property, including the Easement Area, for any and all purposes that do not unreasonably interfere with the use or enjoyment thereof by Grantee, including the right to take such actions and make such capital and non-capital repairs, replacements, alterations, additions, and improvements, and to place, maintain, repair and replace such improvements, fixtures, utility lines, pipes, ducts, conduits and wires on, under, above and adjacent to the improved and unimproved portions of the Property or Easement Area as may be reasonably necessary for the development of the Project, including, without limitation, the right to repave, maintain, reconfigure, relocate, and otherwise modify the sidewalks, parking lot and drives on the Property, including those portions within the Easement Area.

6. Alteration and Relocation. The Grantor shall not, without the prior written consent of the Grantee (which consent shall not be unreasonably withheld, conditioned or delayed): (a) materially alter, materially relocate, close or otherwise materially impair ingress and egress from the Property via the Easement Area, including, without limitation, the Private Roads; (b) make any adverse change to the methods of ingress and egress, direction of traffic, lighting or curbing within the Easement Area, including, without limitation, the Private Roads; (c) make any changes (either temporary or permanent) to the physical layout of the Easement Area which materially and adversely affects the access, ingress to or egress from, or use of the Property or the Easement Area.

7. Maintenance Responsibility of the Property Owner(s). The owner(s) of the Property, or any portion thereof, shall be responsible for the maintenance, repair and replacement of the Easement Area, and shall keep the Easement Area free of debris and in conformity with all governmental regulations, as may be necessary from time to time. All maintenance, repair and replacement shall be of a quality and appearance equal to or better than the quality and appearance

of the improvements as originally constructed by the Grantor and shall be consistent with the enhancement and preservation of the appearance and value of the improvements associated with the Project.

8. **Grantee Maintenance.** The Grantor agrees that in the event the Easement Area, or any portion thereof, is not completely installed or maintained as required by the terms of this Agreement, the Grantee may but shall not be obligated to enter the Property and cause said Easement Area to be completed and/or maintained as reasonably necessary upon notice to the owner(s) of the Property as provided for in Paragraph "9," below, or may, at its option, direct that the owner(s) of the Property undertake and perform such measures as shall be determined by the Grantee to be necessary. Such measures shall be commenced within five (5) days from the date written notice of such requirement is given to the owner(s) of the Property and shall be completed within thirty (30) days from the date of such notice, unless the completion cannot reasonably be effectuated within the thirty (30) day period due to weather, in which event the owner(s) of the Property shall have a reasonable amount of time for such completion provided the owner(s) of the Property commence such measures as soon as weather permits. The Grantee may also take actions to enforce the Agreement by way of specific performance and the costs associated with such action shall be charged to and payable by owner(s) of the Property.

9. **Grantee Remedies.**

a. **Grantee Authorization.** If ever the Grantee determines the Grantor, or the owner(s) of the Property, have failed to: (i) construct, repair, or maintain the Easement Area in accordance with the Approved Site Plans, Grantee notices, or this Agreement; (ii) reimburse the Grantee for costs required to be paid pursuant to this Agreement; or (iii), undertake corrective action specified by the Grantee, the Grantee, subject to the terms of Section 11 herein, is authorized to undertake such steps as reasonably necessary for the maintenance, repair and/or construction of the Easement Area and/or to ensure reimbursements are made to the Grantee, and to affix the expenses thereof as a lien against the Property and/or may include same on the owner(s) of the Property's property tax bill(s).

b. **Notice; Cure.** In such circumstances where the Grantee finds that the Grantor, its successors and/or assigns, or the owner(s) of the Property, have failed to construct, repair, or maintain the Easement Area in accordance with the Approved Site Plans, if notice hasn't already been given as per paragraph 9 herein, the Grantee shall supply the Grantor, and/or the owner(s) of the Property, and any lender which Grantee has notice of, thirty (30) days' notice to remedy the same. Upon the expiration of the thirty (30) days (or the reasonable amount of time due to weather provided in paragraph 9 herein), should Grantor, or the owner(s) of the Property have failed to "cure" or remedy the issues detailed in the Grantee's notice letter, to the reasonable satisfaction of the Grantee, the Grantee may then thereafter enter upon the Property to perform such maintenance, repairs and/or construction of the Easement Area as may be required, in the Grantee's reasonable discretion. In the event the Grantee, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, Grantor, its successors and assigns, shall reimburse the Grantee upon demand, within thirty (30) days of receipt thereof for all actual and reasonable costs incurred by the Grantee. If the owner(s) of the Property fail to reimburse the Grantee within the prescribed

time, the Grantee is authorized to affix the expenses thereof as a lien against the Property and/or on the owner(s) of the Property's property tax bill(s).

10. **Grantee's General Covenants.**

a. **Construction Period.** Grantee covenants and agrees with Grantor that Grantee shall, prior to the date that Grantee commences any entry, construction, repair, replacement, or other maintenance of the Easement Area or related activities (collectively, the "Work") and at all times until the completion of any such Work (the "Construction Period"):

(i) except in the case of emergency, enter the Easement Area solely from mutually agreeable locations, subject to Grantor's, or the owner(s) of the Property's, review and approval of the scope of Work, which such approval shall not be unreasonably withheld;

(ii) erect such safety fences, signage and markings, and employ such other safety measures as in the Grantee's reasonable judgement shall be necessary for protection of persons and property during the work;

(iii) except in an emergency, limit all Work to solely the Easement Area and not conduct any such Work outside the Easement Area without Grantor's, or the owner(s) of the Property's, approval, which such approval shall not be unreasonably withheld;

(iv) permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to attend meetings with the Grantee's contractors, sub-contractors, and other relevant parties, provided that the Grantee's sole obligation shall be to provide the Grantor or the owner(s) of the Property with reasonably advance notice, by telephone or e-mail, of the date, place and time of such meetings; and

(v) when requested by Grantor, or the owner(s) of the Property, permit Grantor, or the owner(s) of the Property, by and through its employees, agents, and assigns, to inspect Grantee's Work on the Property and the Easement Area upon reasonable notice and provided that such inspection does not materially interfere with conducting the Work.

b. **Storm Water Controls.** Except in an emergency, prior to the commencement of any Construction Period, the Grantee shall install such appropriate stormwater controls on the Property as in the Grantee's reasonable judgement are necessary to prevent stormwater run-off from the Work affecting any nearby streams. In the event of an emergency, the Grantee shall install such stormwater controls on the Property as soon as practicable after the commencement of any Construction Period. Grantee shall properly maintain such controls on the Property as long as is necessary during any Construction Period to avoid affecting nearby streams.

c. **Removal of Debris and Restoration.** Upon completion of any Work, Grantee shall restore the Easement Area and Property to substantially the same condition as existed immediately prior to any entry or Work done by the Grantee. All expenses of the Grantee for such debris removal and restoration shall be the responsibility of the Grantor.

d. Permits and Approvals. To the extent that Grantee, as a municipal corporation undertaking remedial work within its own boundaries, may be required to obtain any permits or approvals in order to perform any Work hereunder, Grantee shall obtain such permits or approvals provided that Grantor shall be responsible for the cost of obtaining the same, including, without limitation, engineering and attorneys' fees.

e. Performance of Remedial Work. To the extent practicable, any Work performed by the Grantee hereunder shall be done in an expeditious manner, during reasonable hours, without unreasonable interference to or any interruption of the Grantor's use of the Property.

f. Compliance with Laws. In performing any remedial work hereunder, Grantee shall make good faith and reasonable efforts to comply with all applicable laws and government orders, rules and regulations.

11. Costs of Grantee's Work. The Grantor, or the owner(s) of the Property, shall be liable for reasonable and necessary expenses of all remedial Grantee work, including professional consultation and attorney fees incurred by the Grantee (including for enforcement of the provisions of this Agreement). Such remedies shall not be exclusive.

12. Insurance.

(a) Requirements. Prior to the commencement of any Construction Period, Grantee shall maintain liability insurance in customary form and amounts as follows: (i) comprehensive general liability (including contractual liability) in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) general aggregate, with umbrella coverage in an amount not less than Two Million Dollars (\$2,000,000); (ii) automobile liability with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for automobile bodily injury and property damage liability; and (iii) such other insurance as is required by law. Grantee further agrees to cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement, to maintain liability insurance in customary form and amounts reasonably acceptable to Grantor in compliance with this Agreement. The contracts of insurance required by this Section shall contain standard loss payable clauses in favor of Grantor and Grantee as their respective interests may appear, and shall be maintained with companies reasonably acceptable to Grantor. The insurance shall name Grantor as an additional insured on a non-contributing basis.

(b) Evidence. If requested by Grantor, Grantee shall deliver to Grantor, and shall cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Grantee in connection with the Easement, Easement Area or this Agreement to deliver to Grantor, within ten (10) days after such request, original policies of insurance naming Grantor as an additional insured, in form and substance reasonably satisfactory to Grantor, evidencing such liability insurance, and shall cause all contractors, subcontractors, consultants, or other agents employed or retained by Grantee to provide similar certificates.

(c) Non-cancellation. The contracts of insurance required by this Section shall contain a provision requiring thirty (30) days advance written notice to Grantor of any proposed cancellation of such insurance.

13. Notice. Any notices to be given under this Agreement shall be in writing, and sent to each Party at their addresses as set forth above, or such change of address as given to the other Party by registered or certified mail. The date of mailing shall be deemed the date of service of such notice.

14. Recording. Grantor shall record this Agreement in the Orange County Clerk's Office and pay for any recording fees related to same.

15. Miscellaneous.

a. Amendment. Except as otherwise provided herein, this Agreement may not be modified, amended, changed, altered, supplemented, waived, cancelled, rescinded or terminated, in whole or in part, except in a writing signed by the respective Parties hereto which has been approved by the Village Board.

b. Choice of Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed within the State of New York, without regard to conflict of laws principles.

c. Venue. The Parties agree that any legal suit, action or proceeding arising out of or relating to the Easement or this Agreement shall be brought in the Supreme Court, Orange County, New York and the Parties hereby consent to the jurisdiction of such court.

d. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

f. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

g. Benefit/Burden. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns. Any and all references to "Grantor" herein shall be deemed to include Grantor's successor's and/or assigns.

h. No Dedication to Public. It is the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their successors and assigns and that nothing herein, express or implied, shall confer upon any person, entity or public, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

i. Entire Agreement. This Agreement constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent. The recitals appearing at the beginning of this Agreement and any and all Schedules attached hereto are expressly incorporated herein by reference, and shall be deemed to be a part of this Agreement.

j. Counterparts. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the case of any electronic delivery by a Party, such Party shall thereafter deliver an originally executed signature page to the other Party benefited hereby, but the failure of any such delivery shall not affect the validity or binding effect of this Agreement, the Parties expressly waiving any such defense.

k. Construction. The Parties each acknowledge that they, and their legal counsel, have had had an opportunity to review, negotiate and participate in the drafting of this Agreement. As such, the Parties acknowledge and agree that this Agreement shall not be construed more strictly as against either Party.

l. Waiver. No waiver of any condition or covenant hereof by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: _____
Name:
Title:

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the _____ day of November, in the year 2021, 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

VILLAGE OF WARWICK

By: _____
Name: Michael J. Newhard
Title: Mayor

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the ____ day of November, in the year 2021, before me, the undersigned, personally appeared Michael J. Newhard, 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

(Description of the Property)

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brady Road, said point being the southwesterly corner of the premises hereinafter to be described, being the northwesterly corner of lands now or formerly of Porter (Tax Lot No. 53-1-4.1 and being lot 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line;

RUNNING THENCE northerly along the easterly side of Brady Road the following five courses and distances:

1. North 35 degrees 46 minutes 12 seconds West, a distance of 346.49 feet;
2. North 20 degrees 01 minute 27 seconds West, a distance of 129.68 feet to a point;
3. North 13 degrees 07 minutes 51 seconds West, a distance of 193.00 feet to a point;
4. North 09 degrees 24 minutes 19 seconds West, a distance of 113.63 feet to a point;
5. North 12 degrees 01 minute 38 seconds East, a distance of 245.54 feet to, and only to, the southwesterly corner of Master Homeowner's Association (Parcel #3) depicted on Filed Map #8486 (Tax Lot 218-1-95) and being the northwesterly corner of premises;

THENCE South 77 degrees 58 minutes 22 seconds East along the northerly line of the premises and the southerly line of said Master Homeowners Association (Parcel #3) depicted on Filed Map #8486 (Tax lot 218-1-95), a distance of 49.43 feet to the southwesterly corner of the Warwick Village Condominium, as the same was created by the Declaration in Liber 2985 of Deeds, Page 113;

THENCE Southeasterly and northeasterly along the northerly line of the premises and the southerly line of said lands of The Warwick Village Condominium the following two (2) courses and distances:

1. South 73 degrees 40 minutes 27 seconds East, a distance of 168.11 feet to a point;
2. North 86 degrees 11 minutes 50 seconds East, a distance of 271.93 feet to the southwesterly corner of lands now or formerly of The Warwick Meadows Master Home Owners Association, Ltd., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486

and being Tax Lot 218-1-84.1) and being the southeasterly corner of lands or said Warwick Village Condominium;

THENCE North 63 degrees 07 minutes 15 seconds East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Master Home Owners Association LTD., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1), a distance of 270.14 feet to the southwesterly corner of the lands now or formerly of the Warwick Meadows Homeowners Association, Inc., as acquired in the deed in Liber 3026 of Deeds, Page 284 (Being Warwick Homeowners Association Parcel #4) depicted on Filed Map # 8486 and being tax lot 218-1-85;

THENCE Northeasterly along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Homeowners Association, Inc., the following two (2) courses and distances:

1. North 68 degrees 29 minutes 52 seconds East, a distance of 130.85 feet to a point;
2. North 27 degrees 20 minutes 55 seconds East, a distance of 120.21 feet to, and only to, the northwesterly corner of Lot No. 49 on the map entitled "E.O.R. Eighteen of New York, Inc., Filed Map #130-94 and being the northeasterly corner of the premises;

THENCE South 06 degrees 28 minutes 10 seconds West along the easterly line of the premises and the westerly line of Lot Nos. 49, 48, 47 and 45 on Filed Map #130-94, a distance of 663.11 feet to a point in the northerly side of Sheffield Drive, as dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and said point being and intended to be the southwesterly corner of Lot No. 45 on Filed Map #130-94;

THENCE South 75 degrees 36 minutes 28 seconds West along the northerly side of Sheffield Drive, as dedicated as aforesaid, a distance of 30.00 feet to a point;

THENCE South 05 degrees 18 minutes 53 seconds West along the easterly line of the premises, along the westerly terminus of Sheffield Drive as the same was dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and along the westerly line of Lot No. 44 on Filed Map #130-94, a distance of 251.87 feet to a point in the northerly line of lands now or formerly of Porter (Tax Lot 53-1-4.1 and being Lot No. 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line and being the southeasterly corner of the premises;

THENCE South 62 degrees 5] minutes 07 seconds West along the southerly line of the premises, along the Village of Warwick Corporate Line and along the northerly line of said lands now or formerly of Porter, a distance of 577.24 feet to a point in the easterly side of Brady Road, being the northwesterly corner of said lands now or formerly of Porter, being the southwesterly corner of the premises hereinabove described and the Point of Place of Beginning.

For Deed and Mortgage purposes only, said premises being known as
Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 91

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 92

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 93

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 94

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 96

Property: Ball Road & Ridgefield Rd, Warwick, NY 10990
Tax ID: Section 219 Block 1 Lot 2.2

SCHEDULE "B"

(Description of the Sight Line Area)

ALL that plot, piece or parcel of land situate, lying and being in the Village of Warwick, County of Orange and State of New York and more particularly bounded and described as follows:

1. Beginning at a point on the easterly line of Brady Road where the same is intersected with a westerly point on of the lands now or formerly of Warwick Commons Stage 5 LLC (Section 218 Block 1 Lot 92). Said point is N35°46' 12"W a distance of 242.00 feet from the most westerly corner of the lands now or formerly of Martis (Section 53, Block 1, Lot 4.1 in The Town of Warwick) and runs from the point of beginning along the easterly line of Brady Road N35° 46' 12"W a distance of 104.49 feet to a point, thence;
2. Continuing along the same, N20° 01' 27"W a distance of 129.68 feet to a point, thence;
3. Continuing along the same, N13° 07' 51"W a distance of 193.00 feet to a point, thence;
4. Along the same, N09° 24' 19"W a distance of 113.63 feet to a point, thence;
5. Continuing along the same, N12° 01' 38"E a distance of 50.00 feet to a point, thence;
6. Through the lands of Warwick Commons Stage 5 LLC (Section 218 Block 1 Lot 91) S04° 47' 36"E a distance of 182.99 feet to a point intersecting the easterly line of Brady Road, thence;
7. Through the lands of Warwick Commons Stage 5 LLC, S21° 08' 51"E a distance of 400.00 feet to the point and place of beginning.

Record & Return to:

Attn: Warwick Village Clerk
Village Hall
77 Main Street
PO Box 369
Warwick, New York 10990

**STORMWATER MANAGEMENT FACILITY EASEMENT
AND MAINTENANCE AGREEMENT**

THIS STORMWATER MANAGEMENT FACILITY EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this ____ day of November, 2021 (the "Effective Date"), by and between **WARWICK COMMONS STAGE 5 LLC**, a New York limited liability company, having an address at 321 Route 59, #338, Tallman, New York 10982, its successors and assigns (the "Facility Owner") and the **VILLAGE OF WARWICK**, a New York municipal corporation with principal offices at 77 Main Street, Warwick, New York 10990 (the "Village"). The Facility Owner and the Village are each a "Party" and collectively, the "Parties".

WITNESSETH:

WHEREAS, the Facility Owner is the fee owner of that certain real property located in the Village of Warwick, County of Orange, State of New York, further identified as Village of Warwick tax map parcel nos.: 218-1-91; 218-1-92; 218-1-93; 218-1-94; 218-1-96; and 219-1-2.2, and more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

WHEREAS, on April 13, 2021, Facility Owner received approval from the Village Planning Board (the "Village Approval") of a Second Amended Site Plan and Lot Line Adjustment (the "Approved Site Plans") and Stormwater Pollution Prevention Plan (the "SWPPP") for the construction of a condominium project consisting of ninety (90) residential condominium units across fourteen (14) buildings and other related improvements at the Property (the "Project"); and

WHEREAS, the SWPPP requires the construction of certain private stormwater management controls/facilities to properly manage stormwater as part of the Project (the "Stormwater Controls"); and

WHEREAS, Section 145-67(G)(5) of the Village of Warwick Zoning Law (the "Village Zoning Law") requires that prior to the issuance of any approval that has a stormwater management facility as one its requirements, the developer must execute a maintenance easement agreement for the stormwater management facility that shall be binding on all current and subsequent owners served by the stormwater management facility; and

WHEREAS, Section 145-67(G)(5) of the Village Zoning Law further provides that "the easement shall provide for access to the facility at reasonable times for periodic inspection by the Village of Warwick CEO and/or Village Engineer to ensure that the facility is maintained in proper working condition to meet design standards and any other provision established by the Village Zoning Law, Village Code, and site plan notes/conditions," and that such easement "shall be recorded by the developer in the office of the Orange County Clerk after approval by the Village of Warwick Attorney"; and

Village of Warwick
Section 218 Block 1 Lots 91, 92, 93, 94 and 96,
And Section 219 Block 1 Lot 2.2

WHEREAS, pursuant to Section 145-67(G)(5) of the Village Zoning Law, the Village and the Facility Owner shall enter into this Agreement to provide for the long-term maintenance and continuation of the Stormwater Controls in the Approved Site Plans and SWPPP; and

WHEREAS, the Village and the Facility Owner desire that the Stormwater Controls be built in accordance with the Approved Site Plans and SWPPP and thereafter shall be maintained, cleaned, repaired, replaced and continued to ensure optimum performance of such Stormwater Controls; and

WHEREAS, the Village and the Facility Owner further desire that the Stormwater Controls be built and maintained in compliance with New York State law, the Village Zoning Law, the Approved Site Plan notes and conditions, and that inspections be conducted to ensure continued compliance with those laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereto as set forth herein, the Village and the Facility Owner agree as follows:

1. **Binding.** This Agreement binds the Facility Owner, its successors and assigns (such successors and assigns to be deemed to be the "Facility Owner"), to the maintenance standards and provisions depicted in the above-referenced, Approved Site Plans and related documents.
2. **Maintenance, Repair and Replacement.** The Facility Owner shall further maintain, clean, repair, replace and continue the Stormwater Controls depicted in accordance with the maintenance schedule contained in the SWPPP as may be reasonably amended by the Village's Code Enforcement Officer ("Village CEO") and/or Engineer ("Village Engineer") or requested by the Facility Owner with the approval of the Village CEO and/or Village Engineer and, as from time-to-time, may be reasonably deemed necessary by the Village to ensure optimum performance of the measures to design specifications. The Stormwater Controls shall include, but shall not be limited to, the following: drainage inlets, open drainage swales, infiltration swales and basins, site drains, permanent site gradients, pipes, rock outlet protection, vegetated areas and other control measures contained in the SWPPP.
3. **Costs of Maintenance, Repair and Replacement.** The Facility Owner shall be solely responsible for all expenses related to the maintenance, repair and replacement of the onsite Stormwater Controls and appurtenances necessary for the Stormwater Controls to function correctly in accordance with the relevant SWPPP, Approved Site Plans, manufacturers' standards, accepted engineering standards, guidelines, and practices as set forth by the Village of Warwick, the New York State Department of Environmental Conservation ("NYSDEC") and other applicable agencies, including but not limited to: inspections, repairs, cleaning, flushing, dredging, removal of invasive species, etc. and shall establish a means for the collection and distribution of expenses among Parties for any commonly owned facilities, if applicable.
4. **Inspections.** The Facility Owner shall provide for an initial inspection of the Stormwater Controls, shall provide the Village with "as built" plans for such measures, at its sole cost and expense, which plans shall be in a form acceptable to the Village CEO and/or Village Engineer, and shall further provide for the periodic inspection of the Stormwater Controls, not less than five (5) years after the initial inspection and then every three (3) years thereafter, to determine the condition and integrity of the measures. Such inspections shall be performed by a Qualified

Inspector as defined in the NYSDEC SPDES General Permit for Stormwater Discharges. The Qualified Inspector shall prepare and submit to the Village within forty-five (45) days of the inspection, a written report of the findings including reasonable recommendations for those actions necessary for the continuation of the Stormwater Controls. All inspections and work performed by the Qualified Inspector shall be at the sole cost and expense of the Facility Owner.

5. **No Alteration, Abandonment, Modification or Discontinuation.** The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Stormwater Controls except in accordance with written approval of the Village.

6. **Maintenance at Direction of Village.** The Facility Owner shall undertake reasonable and necessary maintenance, repairs and replacement of the Stormwater Controls at the direction of the Village in accordance with the recommendations of the Qualified Inspector.

7. **Village Right of Entry for Maintenance, Inspection and Repair.** In addition to any other easements separately granted by the Facility Owner to the Village, the Facility Owner hereby grants a limited right of entry, ingress and egress to the Village, its contractors, agents and employees, over the Property for the purpose(s) of maintenance, inspections, repairs of the Stormwater Controls on the Property, and/or the completion of the Facility Owner's obligations under this Agreement. Prior to entering the Property, the Village shall provide reasonable prior notice to the Facility Owner of the date of inspection; provided, however, if the Village undertakes maintenance or repair work under paragraph 9(c) below, the Village shall not be required to provide notice for every entry upon the property to perform such work. No additional documents or filings shall be necessary to formalize the Village's access easement specified herein.

8. **Village Maintenance.** The Facility Owner agrees that in the event Stormwater Controls are not completely installed or maintained as required by the terms of this Agreement, the Village may direct that the Facility Owner undertake and perform such measures, including but not limited to reseedling and restoration of vegetative cover, as shall be determined by the Village CEO and/or Village Engineer to be necessary. Such measures shall be commenced by the Facility Owner within ten (10) days from the date written notice of such requirement is received by the Facility Owner and shall be completed within ninety (90) days from the date of such notice, unless the completion cannot reasonably be effectuated within the ninety (90) day period due to weather, in which event the Facility Owner shall have a reasonable amount of time for such completion provided the Facility Owner commences such measures as soon as weather permits. The Village may also take actions to cause the said facilities to be completed and/or maintained under the provisions paragraph 9(c) below or may enforce the Agreement by way of specific performance and the costs associated with such action, including attorneys' fees, shall be charged to and payable by Facility Owner.

9. **Village Remedies.**

a. **Reimbursement and Collection of Amounts Due.** In addition to any other remedy available herein, any failure to pay or reimburse the Village for reasonable and necessary expenses associated with this Agreement shall be deemed a default hereunder and may result in loss of site plan approval. Failure to pay or reimburse the Village shall entitle the Village to levy the unpaid costs to the real property owned by the Facility Owner and/or the common areas of the development in the same manner as for unpaid real property taxes and same shall be collectible in the same manner as unpaid ad valorem Village taxes.

b. Village Authorization. If ever the Village determines the Facility Owner has failed to: construct, inspect, repair, or maintain the Stormwater Controls in accordance with the Approved Site Plans, SWPPP, Village notices, or this Agreement; reimburse the Village for costs required to be paid pursuant to this Agreement; or, undertake corrective action specified by the Village or the Qualified Inspector, the Village, subject to the terms of Section 10 herein, is authorized to undertake such steps as reasonably necessary for the preservation, continuation, inspection, maintenance, repair and/or construction of the Stormwater Controls and/or to ensure reimbursements are made to the Village, and to affix the expenses thereof as a lien against the Property and/or may include same on the Facility Owner's property tax bill.

c. Notice; Cure. In such circumstances where the Village finds that the Facility Owner has failed to construct, inspect, repair, or maintain the Stormwater Controls in accordance with the Approved Site Plans and SWPPP, if notice hasn't already been given as per paragraph "8" herein, the Village shall supply the Facility Owner, and any lender which Village has notice of, thirty (30) days' notice to remedy the same. Upon the expiration of the thirty (30) days (or the reasonable amount of time due to weather provided in paragraph 8 herein), should Facility Owner have failed to "cure" or remedy the issues detailed in the Village's notice letter, to the reasonable satisfaction of the Village, the Village may then thereafter enter upon the Property to perform such inspections, maintenance, repairs and/or construction of the Stormwater Controls as may be required, in the Village's reasonable discretion. In the event the Village, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, Facility Owner, its successors and assigns, shall reimburse the Village upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Village. If the Facility Owner fails to reimburse the Village within the prescribed time, the Village is authorized to affix the expenses thereof as a lien against the Property on the Facility Owner's property tax bill.

10. Village's General Covenants.

a. Construction Period. The Village covenants and agrees with the Facility Owner that the Village shall, prior to the date that the Village commences any entry, inspection, installation, laying, repair, replacement, or other maintenance of the Stormwater Controls or related activities (collectively, the "Work") and at all times until the completion of any such Work (the "Construction Period"):

(i) except in the case of emergency, enter the Stormwater Controls areas solely from mutually agreeable locations, subject to the Facility Owner's review and approval of the scope of Work, which approval shall not be unreasonably withheld;

(ii) erect such safety fences, signage and markings, and employ such other safety measures as in the Village's reasonable judgement shall be necessary for protection of persons and property during the Work;

(iii) except in an emergency, limit all Work to solely the Stormwater Controls and not conduct any such Work outside the Stormwater Controls without the Facility Owner's approval, which shall not be unreasonably withheld;

(iv) permit the Facility Owner, by and through its employees, agents, and assigns, to attend meetings with the Village's contractors, sub-contractors, and other relevant parties,

provided that the Village's sole obligation shall be to provide the Facility Owner with reasonably advance notice, by telephone or e-mail, of the date, place and time of such meetings; and

(v) when requested by the Facility Owner, permit the Facility Owner, by and through its employees, agents, and assigns, to inspect the Village's Work on the Property and the Stormwater Controls upon reasonable notice and provided that such inspection does not materially interfere with conducting the Work.

b. Stormwater Run-off. Except in an emergency, prior to the commencement of any Construction Period, the Village shall install such appropriate stormwater controls on the Property as in the Village's reasonable judgement are necessary to prevent stormwater run-off from the Work affecting any nearby streams. In the event of an emergency, the Village shall install such stormwater controls on the Property as soon as practicable after the commencement of any Construction Period. The Village shall properly maintain such controls on the Property as long as is necessary during any Construction Period to avoid affecting nearby streams.

c. Removal of Debris and Restoration. Upon completion of any Work, the Village shall restore the Stormwater Controls and Property to substantially the same condition as existed immediately prior to any entry or Work done by the Village. All expenses of the Village for such debris removal and restoration shall be the responsibility of the Facility Owner.

d. Permits and Approvals. To the extent that the Village, as a municipal corporation undertaking remedial work within its own boundaries, may be required to obtain any permits or approvals in order to perform any Work hereunder, the Village shall obtain such permits or approvals provided that the Facility Owner shall be responsible for the cost of obtaining the same, including, without limitation, engineering and attorneys' fees.

e. Performance of Remedial Work. To the extent practicable, any Work performed by the Village hereunder shall be done in an expeditious manner, during reasonable hours, without unreasonable interference to or any interruption of the Facility Owner's use of the Property.

f. Compliance with Laws. In performing any remedial work hereunder, the Village shall make good faith and reasonable efforts to comply with all applicable laws and government orders, rules and regulations.

11. Costs of Remedial Village Work. The Facility Owner shall be liable for all expenses of all remedial Village work, including professional consultation and attorney fees incurred by the Village (including for enforcement of the provisions of this Agreement). Such remedies shall not be exclusive.

12. Insurance.

(a) Requirements. Prior to the commencement of any Construction Period, the Village shall maintain liability insurance in customary form and amounts as follows: (i) comprehensive general liability (including contractual liability) in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) general aggregate, with umbrella coverage in an amount not less than Two Million Dollars (\$2,000,000); (ii) automobile liability with a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for automobile bodily injury and

property damage liability; and (iii) such other insurance as is required by law. Village further agrees to cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Village in connection with the Easement, Easement Area or this Agreement, to maintain liability insurance in customary form and amounts reasonably acceptable to Facility Owner in compliance with this Agreement. At the request of the Facility Owner, and upon payment by the Facility Owner of any cost or expense attend thereupon, the insurance policies maintained by the Village and/or its contractors shall name Facility Owner as a named additional insured.

(b) Evidence. If requested by Facility Owner, Village shall deliver to Facility Owner, and shall cause any and all contractors, subcontractors, consultants, or other agents employed or retained by Village in connection with the remedial Village Work to deliver to Facility Owner declaration sheets for the aforesaid policies of insurance naming Facility Owner as an additional named insured.

(c) Non-cancellation. In the event that the Facility Owner requests to be included as an additional named insured on liability policies as provided herein, the contracts of insurance required by this Section shall contain a provision requiring thirty (30) days advance written notice to Facility Owner of any proposed cancellation of such insurance

13. Notice. Any notices to be given under this Agreement shall be in writing, and sent to each Party at their addresses as set forth above, or such change of address as given to the other Party by registered or certified mail. The date of mailing shall be deemed the date of service of such notice, except that notices of contractors' meetings may be provided to the Facility Owner at the following telephone number (845) 499-8073 or email nusynungar@gmail.com. Said addresses, phone numbers and emails be updated or changed by providing written notice of the same as provided in this paragraph.

14. Subordination. This Stormwater Management Facility Easement And Maintenance Agreement shall be senior to any mortgages, liens and other title claims on the Property. It shall be the obligation of the Facility Owner to procure and record, at its sole expense, subordination agreements from any lenders or lienholders establishing the priority of this Stormwater Management Facility Easement And Maintenance Agreement over any existing mortgages, liens and other title claims on the Property.

15. Recording. This Agreement shall be recorded in the Office of the Orange County Clerk and shall run with the land, and shall operate as an affirmative covenant of the Facility Owner. The Facility Owner shall be responsible for the recording fees.

16. Miscellaneous.

a. Amendment. Except as otherwise provided herein, this Agreement may not be modified, amended, changed, altered, supplemented, waived, cancelled, rescinded or terminated, in whole or in part, except in a writing signed by the respective Parties hereto which has been approved by the Village Board.

b. Choice of Law. This Agreement shall be construed under and in accordance with the internal laws of the State of New York applicable to agreements entered into and to be wholly performed within the State of New York, without regard to conflict of laws principles.

c. Venue. The Parties agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought in the Supreme Court, Orange County, New York and the Parties hereby consent to venue in such court.

d. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Captions. The Section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

f. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other.

g. Benefit/Burden. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, successors and assigns.

h. No Dedication to Public. It is the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their successors and assigns and that nothing herein, express or implied, shall confer upon any person, entity or public, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

i. Entire Agreement. This Agreement constitutes the sole and only agreement of the Parties hereto with respect to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter hereof and cannot be changed except by their written consent. The recitals appearing at the beginning of this Agreement and any and all Schedules attached hereto are expressly incorporated herein by reference, and shall be deemed to be a part of this Agreement.

j. Counterparts. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the case of any electronic delivery by a Party, such Party shall thereafter deliver an originally executed signature page to the other Party benefited hereby, but the failure of any such delivery shall not affect the validity or binding effect of this Agreement, the Parties expressly waiving any such defense.

k. Construction. The Parties each acknowledge that they, and their legal counsel, have had had an opportunity to review, negotiate and participate in the drafting of this Agreement. As such, the Parties acknowledge and agree that this Agreement shall not be construed more strictly as against either Party.

1. Waiver. No waiver of any condition or covenant hereof by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant hereof.

17. Stormwater Controls References. For purposes of clarity, all references to drainage, stormwater control, and/or erosion control facilities in this Agreement are intended to mean only drainage, stormwater control, and erosion control facilities located on the Property and its appurtenances.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective the day and year first above written.

WARWICK COMMONS STAGE 5 LLC

By: [Signature]
Name: NUSYN UZGAR
Title: Owner

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the 3 day of November, in the year 2021, before me, the undersigned, personally appeared NUSYN UZGAR 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 upon behalf of which the individual (s) acted, executed the instrument.

YAAKOV M. ROTENBERG
NOTARY PUBLIC-STATE OF NEW YORK
No. 01R06327270
Qualified in Rockland County
My Commission Expires July 06, 2025

Notary Public [Signature]

VILLAGE OF WARWICK

By: _____
Name: **Michael J. Newhard**
Title: **Mayor**

STATE OF NEW YORK)
) ss.
COUNTY OF ORANGE)

On the ____ day of November, in the year 2021, before me, the undersigned, personally appeared Michael J. Newhard, 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 upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

SCHEDULE "A"

(Legal Description of Property)

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Warwick, Town of Warwick, County of Orange, State of New York and being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brady Road, said point being the southwesterly corner of the premises hereinafter to be described, being the northwesterly corner of lands now or formerly of Porter (Tax Lot No. 53-1-4.1 and being lot 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line;

RUNNING THENCE northerly along the easterly side of Brady Road the following five courses and distances:

1. North 35 degrees 46 minutes 12 seconds West, a distance of 346.49 feet;
2. North 20 degrees 01 minute 27 seconds West, a distance of 129.68 feet to a point;
3. North 13 degrees 07 minutes 51 seconds West, a distance of 193.00 feet to a point;
4. North 09 degrees 24 minutes 19 seconds West, a distance of 113.63 feet to a point;
5. North 12 degrees 01 minute 38 seconds East, a distance of 245.54 feet to, and only to, the southwesterly corner of Master Homeowner's Association (Parcel #3) depicted on Filed Map #8486 (Tax Lot 218-1-95) and being the northwesterly corner of premises;

THENCE South 77 degrees 58 minutes 22 seconds East along the northerly line of the premises and the southerly line of said Master Homeowners Association (Parcel #3) depicted on Filed Map #8486 (Tax lot 218-1-95), a distance of 49.43 feet to the southwesterly corner of the Warwick Village Condominium, as the same was created by the Declaration in Liber 2985 of Deeds, Page 113;

THENCE Southeasterly and northeasterly along the northerly line of the premises and the southerly line of said lands of The Warwick Village Condominium the following two (2) courses and distances:

1. South 73 degrees 40 minutes 27 seconds East, a distance of 168.11 feet to a point;
2. North 86 degrees 11 minutes 50 seconds East, a distance of 271.93 feet to the southwesterly corner of lands now or formerly of The Warwick Meadows Master Home Owners Association, Ltd., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed

Map #8486 and being Tax Lot 218-1-84.1) and being the southeasterly corner of lands or said Warwick Village Condominium;

THENCE North 63 degrees 07 minutes 15 seconds East along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Master Home Owners Association LTD., as acquired in Liber 3026 of Deeds, Page 280 (being Master Homeowner's Association (Parcel #1) depicted on Filed Map #8486 and being Tax Lot 218-1-84.1), a distance of 270.14 feet to the southwesterly corner of the lands now or formerly of the Warwick Meadows Homeowners Association, Inc., as acquired in the deed in Liber 3026 of Deeds, Page 284 (Being Warwick Homeowners Association Parcel #4) depicted on Filed Map # 8486 and being tax lot 218-1-85;

THENCE Northeasterly along the northwesterly line of the premises and the southeasterly line of said lands now or formerly of The Warwick Meadows Homeowners Association, Inc., the following two (2) courses and distances:

1. North 68 degrees 29 minutes 52 seconds East, a distance of 130.85 feet to a point;
2. North 27 degrees 20 minutes 55 seconds East, a distance of 120.21 feet to, and only to, the northwesterly corner of Lot No. 49 on the map entitled "E.O.R. Eighteen of New York, Inc., Filed Map #130-94 and being the northeasterly corner of the premises;

THENCE South 06 degrees 28 minutes 10 seconds West along the easterly line of the premises and the westerly line of Lot Nos. 49, 48, 47 and 45 on Filed Map #130-94, a distance of 663.11 feet to a point in the northerly side of Sheffield Drive, as dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and said point being and intended to be the southwesterly corner of Lot No. 45 on Filed Map #130-94;

THENCE South 75 degrees 36 minutes 28 seconds West along the northerly side of Sheffield Drive, as dedicated as aforesaid, a distance of 30.00 feet to a point;

THENCE South 05 degrees 18 minutes 53 seconds West along the easterly line of the premises, along the westerly terminus of Sheffield Drive as the same was dedicated to the Village of Warwick in Liber 6060 of Deeds, Page 130 and along the westerly line of Lot No. 44 on Filed Map #130-94, a distance of 251.87 feet to a point in the northerly line of lands now or formerly of Porter (Tax Lot 53-1-4.1 and being Lot No. 1 on Filed Map #4849), being a point in the Village of Warwick Corporate Line and being the southeasterly corner of the premises;

THENCE South 62 degrees 51 minutes 07 seconds West along the southerly line of the premises, along the Village of Warwick Corporate Line and along the northerly line of said lands now or formerly of Porter, a distance of 577.24 feet to a point in the easterly side of Brady Road, being the northwesterly corner of said lands now or formerly of Porter, being the southwesterly corner of the premises hereinabove described and the Point of Place of Beginning.

For Deed and Mortgage purposes only, said premises being known as
Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 91

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 92

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 93

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 94

Property: Brady Rd, Warwick, NY 10990
Tax ID: Section 218 Block 1 Lot 96

Property: Ball Road & Ridgefield Rd, Warwick, NY 10990
Tax ID: Section 219 Block 1 Lot 2.2



Montgomery Office:

71 Clinton Street
Montgomery, NY 12549
phone: (845) 457-7727
fax: (845) 457-1899

Warwick Office:

17 River Street
Warwick, NY 10990
phone: (845) 986-7737
fax: (845) 986-0245

www.EngineeringPropertiesPC.com

December 3, 2021

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

ATT: MAYOR MICHAEL NEWHARD

Re: Vertical Spiral Screen for the Orchard Street Pump Station
Application for Payment #7
W.O. #1800.61

Dear Mayor Newhard and Trustees:

We have reviewed Application for Payment #7, dated 12/3/21, from TAM Enterprises, Inc., for the vertical spiral screen at the Orchard Street pump station. We recommend approval of the requested payment of \$20,662.50. The payment covers work regarding new hatches, grating, and roofing for the project.

The balance amount to finish the project, including retainage, will be \$172,756.88.

We have enclosed a signed copy of the payment application form.

Sincerely,
Engineering & Surveying Properties, P.C.

David A. Getz, P.E.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO Owner: Village of Warwick

PROJECT: Orchard Street Pump Station - Vertical Screen

APPLICATION NO.: 7

FROM Contractor:

TAM Enterprises, Inc.
114 Hartley Road
Goshen, NY 10924

PERIOD ENDING:

11/30/21

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$375,000.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO-DATE	\$375,000.00
4. TOTAL COMPLETED & STORED TO DATE	\$212,887.50
5. RETAINAGE	
a. 5 % of Completed Work	\$10,644.38
b. 0 % of Stored Materials	\$0.00
TOTAL RETAINAGE (Lines 5a and 5b)	\$10,644.38
TOTAL EARNED LESS RETAINAGE	\$181,580.62
6. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$181,580.62
7. CURRENT PAYMENT DUE	\$20,662.50
8. BALANCE TO FINISH, INCLUDING RETAINAGE	\$172,756.88

The undersigned Contractor certifies that to the best of the Contractor's knowledge, the 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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

12/3/21

State of: New York

County of: Orange

Subscribed and sworn before me this 3 day of December, 2021

Notary Public: P. J. J.

My Commission Expires:

BRIAN W. CUTLER

NOTARY PUBLIC-STATE OF NEW YORK

No. 01CU6307111

Qualified in Orange County

6-30-22

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer'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:

\$ 20,662.50

By:

Dan L. J.

Date:

12/3/21

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

CHANGE ORDER SUMMARY	ADDITIONS	DELETIONS
Total Changes Approved In Previous Months by Owner		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703A

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

CONTRACTOR'S signed Certification is attached.

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

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

PROJECT NO.:
PROJECT:

APPLICATION NO.: 7

ITEM NO.	DESCRIPTION OF WORK B	SCHEDULED VALUE C	WORK COMPLETED		STORED MATERIALS F	TOTAL COMPLETED AND STORED TO DATE G(D+E+F)	%	BALANCE TO FINISH H(C-G)	RETAINAGE I
			Previous Applications D	This Application E					
A	Bonds and Insurance	\$9,500.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	100.0%	\$0.00	\$475.00
1	Mobilization	\$18,275.00	\$9,137.50	\$0.00	\$0.00	\$9,137.50	50.0%	\$9,137.50	\$456.88
2	Demolition and prep.	\$28,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	25.0%	\$21,000.00	\$350.00
3	New Generator Pad	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$18,000.00	\$0.00
4	Concrete Channel modifications	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$12,000.00	\$0.00
5	Steel Beams, hatches and FRP grating -material	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100.0%	\$0.00	\$650.00
6	Steel beam, Hatches and FRP grating - Labor	\$33,000.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	50.0%	\$16,500.00	\$825.00
7	Flood Door - Material	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.0%	\$0.00	\$1,000.00
8	Flood door - Labor	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.0%	\$0.00	\$175.00
9	Vertical screen - Material	\$77,000.00	\$77,000.00	\$0.00	\$0.00	\$77,000.00	100.0%	\$0.00	\$3,850.00
10	Vertical Screen - Labor	\$18,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$18,000.00	\$0.00
11	New Generator - Material	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.0%	\$0.00	\$1,750.00
12	New Generator - Labor	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100.0%	\$0.00	\$425.00
13	Furnish and install Roofing	\$17,500.00	\$0.00	\$0.00	\$5,250.00	\$5,250.00	30.0%	\$12,250.00	\$262.50
14	Masonry Modifications	\$10,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	10.0%	\$9,000.00	\$50.00
15	New door - Materials	\$11,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$11,500.00	\$0.00
16	New door - Labor	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$10,000.00	\$0.00
17	Electrical Modifications	\$20,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	25.0%	\$15,000.00	\$250.00
18	Furnish and install Chain Link Fence	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$7,500.00	\$0.00
19	Gas line modifications	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.0%	\$0.00	\$125.00
20	Punch list - Close out	\$2,225.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$2,225.00	\$0.00
21	SUBTOTAL OR TOTAL	\$375,000.00	\$191,137.50	\$16,500.00	\$5,250.00	\$212,887.50		\$162,112.50	\$10,644.38



November 12, 2021

Mr. Michael Newhard
Village of Warwick
P.O. Box 369
Warwick, NY 10990

Dear Mr. Newhard,

Thank you for your continued business throughout 2021. We are grateful that things turned around significantly from the previous year and that business was able to continue as usual, for the most part. We are thankful for each and every one of our clients and look forward to working with you in 2022.

Due to rising costs that we have incurred, we are raising our pricing for 2022.

Enclosed is a copy of your 2022 Service Agreement and an updated employee list for your review. To continue services going into next year, please sign and date the bottom section of the Service Agreement and return it with your payment to our corporate address: 800 Route 17M, Middletown, New York, 10940, no later than February 15, 2022. You may also e-mail your signed agreement to Renewal@partnersinsafety.com and mail your payment separately.

Should you have any questions or concerns, please call or e-mail Jenn Skeeter at 845-341-0515 ext. 107, jskeeter@partnersinsafety.com, or myself at 914-772-4372.

Have a wonderful Holiday Season.

God bless and stay well!

A handwritten signature in black ink, appearing to read "Ursula Clancy", is written over a light blue circular stamp.

Ursula Clancy
President

Rockland County
55 Old Nyack Turnpike, Suite 401
Nanuet, NY 10954
845-624-3882

Corporate Office
800 Route 17M
Middletown, NY 10940
845-341-0515

Westchester County
15 North Broadway, Suite D
White Plains, NY 10601
914-285-0434

New York City
408 West 45th Street
New York, NY 10036
212-727-8637

www.PartnersInSafety.com

2022
Towns and Villages of Orange County
Drug and Alcohol Testing Agreement

ID 4031

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$45.50 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:	\$ 48.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 88.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• Offices of Partners In Safety:	\$ 78.00 per test
• Approved walk-in medical facility:	\$ 108.00 per test
DOT Breath Alcohol test the offices of Partners In Safety:	\$ 38.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 60.00 per test
DOT/19A physical performed at the offices of Partners In Safety:	\$ 68.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 250.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

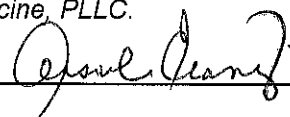
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature & Title _____

Client Village of Warwick

Date: _____



Ursula Clancy, President

Partners In Safety, Inc.

2022

ID 4032

Towns and Villages of Orange County Drug and Alcohol Testing Agreement

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$45.50 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:	\$ 48.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 88.00 per test
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DOT/19A physical performed at the offices of Partners In Safety:	\$ 68.00 per person
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Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 160.00 per hour (minimum of 2 hours, plus the cost of the test)

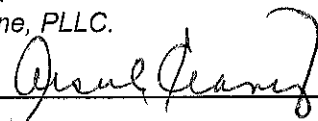
On-site medical services available upon request, minimum volume required.

Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature & Title _____

Client Village of Warwick (NON-DOT)

Date: _____



Ursula Clancy, President

Partners In Safety, Inc.

77 Main Street
Post Office Box 369
Warwick, New York 10990
www.villageofwarwick.org



(845) 986-2031
FAX (845) 986-8884
mayor@villageofwarwick.org
clerk@villageofwarwick.org

VILLAGE OF WARWICK
INCORPORATED 1867

Planning and Zoning Department
Escrow Release Request for Balance of Funds

December 15, 2021

Requested Payee – Gordon & Svenson LLP
42 Catharine Street
Poughkeepsie, NY 12601

Total Balance - \$1,090.00

Amount Requested - **\$1,090.00**

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).

Deputy Treasurer

From: MaureenE
Sent: Wednesday, December 15, 2021 3:17 PM
To: Deputy Treasurer
Subject: Gallagher/16 Elm

-----Original Message-----

From: Susan Handman <susan.rwfk@frontier.com>
Sent: Wednesday, December 15, 2021 3:15 PM
To: MaureenE <Planning@VillageofWarwick.org>
Subject: Gallagher/16 Elm

We have no further billing re the above matter. Susan

--
ROBERT W. FINK, ESQ.
210 Main Street, P.O. Box 900
Goshen, New York 10924
845-294-9721 - office
845-294-3131 - fax
rwfk@frontiernet.net

IMPORTANT: NEVER WIRE FUNDS TO THIS OR ANY OFFICE WITHOUT VERBAL VERIFICATION. ALWAYS CALL THIS OFFICE BEFORE YOU WIRE. YOU MUST VERBALLY VERIFY THE AMOUNT AND THE WIRING INSTRUCTIONS BEFORE YOU WIRE.



December 16, 2021

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

Re: Wastewater Treatment Plant Ultraviolet Disinfection Improvements Project
Subj: Amendment for Additional CA and CO Services Associated with Defective Work
File: 1334.007.002

Dear Mayor Newhard:

As Barton & Loguidice, D.P.C. (B&L) has discussed with you and Trustee Barry Cheney throughout 2021, there are additional Construction Administration and Construction Observation Services associated with the defective work of P.K Songer on the UV Disinfection Project identified on two (2) occasions (February and August 2021).

Via email on June 8, 2021, B&L outlined our plan with respect to the additional services associated with the first instance of defective work identified in February 2021. At that time an estimate of \$15,000 for Construction Administration Services and \$15,000 for Construction Observation was identified to support the Village in monitoring the corrective measures. These costs were to be deducted from P.K. Songer's payment application so the net cost to the Village would be zero.

In August 2021 additional issues with defective work were identified. Again these costs incurred by B&L would be monitored and deducted from Songer's payment application.

Additional services that have been provided:

February 2021 Defective Work

- Additional inspection services to witness Songer in grinding and patching concrete via B&L staff
- Additional structural inspections to develop corrective measures
- Review of Contractor's corrective action plans

August 2021 Defective Work

- Project meeting to determine initial limits of defective work (August 2021)
- Review of Contractor's corrective action plan
- Site inspections for surface preparation based upon approved plan in October 2021
- Review of revisions to Contractor's proposed plan based on revised information from the Sika representative



- Supplemental Structural Inspection by our structural engineer subconsultant and B&L staff on November 11, 2021
- Additional construction observation by Geovation (subcontractor to B&L) through November 19, 2021

All defective work has been corrected and B&L, in conjunction with the Village, are in negotiations with P.K. Songer with respect to the payment applications and associated costs. We expect two (2) more inspection trips to review the final grating and railing installation.

We respectfully request an additional professional fee of \$14,800 as follows:

Construction Administrative Services (Lump Sum)	\$ 8,000
Construction Observation Services (Time & Expense)	\$ 6,800
Total	\$14,800

Please contact Karen Clark or me if you have any questions.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in black ink, appearing to read 'Donald H. Fletcher', is written over the printed name.

Donald H. Fletcher
Senior Vice President

KWC/tlh

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Warwick to proceed with the services described herein in accordance with the original contract terms and conditions.

Authorized Printed Name

Authorized Signature

Date

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 12/20/21

For approval to transfer available appropriations for the following Fiscal Year 2021-2022 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
A5110.1000	Streets - Personal Service	339,495.41	4,041.04	Variance for Actual Payroll Distribution DPW	A1620.1000	Village Hall - Personal Service	(1,435.47)	1,435.47
				Variance for Actual Payroll Distribution DPW	A5010.1200	DPW - WORKERS COMP SALARY	(1,193.62)	1,690.96
				Variance for Actual Payroll Distribution DPW	A7140.1000	Parks - Personal Service	(914.61)	914.61
TOTAL			4,041.04		TOTAL			4,041.04

Respectfully submitted,

Sadie Becker
Village Treasurer

Backup Documentation: Negative Balance Listing Report

Report Date: 12/14/21

December 14, 2021
08:34 AM

VILLAGE OF WARWICK
2022 Expenditure Accounts with a Negative Balance Listing

Page No: 1

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

Account No	Description Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%Used
A-1620-1000	Village Hall - Personal Service 1,651.00	0.00	3,086.47	0.00	0.00	0.00	1,435.47-	186.95
A-5010-1200	DPW - WORKERS COMP SALARY 0.00	0.00	4,238.76	3,045.14	0.00	0.00	1,193.62-	139.20
A-7140-1000	Parks - Personal Service 31,614.00	0.00	42,528.61	10,000.00	0.00	0.00	914.61-	102.20
Fund Total	33,265.00	0.00	49,853.84	13,045.14	0.00	0.00	3,543.70-	107.65
Year Total	33,265.00	0.00	49,853.84	13,045.14	0.00	0.00	3,543.70-	107.65

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VILLAGE OF WARWICK
INCORPORATED 1867

Budget Transfer Request
For Board of Trustee Approval – Meeting December 20, 2021

FY 2021-2022 Transfer per Budget – Voucher attached for approval signatures.

Transfer \$250,000 from the General Fund (A9901.9000) to the Infrastructure Reserve Account as per the 2020-2021 Adopted Budget.

Respectfully submitted,

Sadie Becker
Village Treasurer

Report Date: December 3, 2021

VILLAGE OF WARWICK
Fiscal Year June 1, 2021 - May 31, 2022

Account Code	Account Description	2022 Appropriation	2021 Modified Appropriation	2021 Actual as of 4/1/2021	2020 Actual	2019 Actual	2018 Actual
SANITATION							
A-8140-1	Storm Sewer/Drainage - Personal Service	6,604	6,750	1,528	6,056	6,506	9,643
A-8140-4	Storm Sewer/Drainage - Contractual Expenditures	19,000	92,000	3,454	6,054	1,980	14,918
A-8160-2	Refuse - Equipment	15,000	12,500	9,650	9,000	4,500	4,500
A-8160-4	Refuse - Contractual Expenditures	50,000	40,000	39,149	40,233	39,129	15,118
	<i>Totals</i>	90,604	151,250	53,780	61,343	52,116	44,176
COMMUNITY ENVIRONMENT							
A-8560-4	Shade Trees - Contractual Expenditures	43,250	37,750	19,142	36,746	22,314	27,578
	<i>Totals</i>	43,250	37,750	19,142	36,746	22,314	27,578
EMPLOYEE BENEFITS							
A-9010-8	State Retirement - Employee Benefits	217,624	191,818	181,327	173,804	172,075	181,012
A-9030-8	Social Security - Employee Benefits	98,579	95,735	73,817	85,253	84,006	81,645
A-9035-8	Medicare - Employee Benefits	23,055	22,390	17,264	19,938	19,646	19,094
A-9040-8	Workers Compensation - Employee Benefits	103,441	108,087	102,669	107,824	111,763	115,014
A-9045-8	Disability Insurance - Employee Benefits	1,000	1,000	54	88	266	563
A-9050-8	Unemployment Insurance - Employee Benefits	1,000	3,000	1,127	2,000	0	1,000
A-9060-8	Hospital & Medical Insurance - Employee Benefits	818,803	758,067	578,303	685,774	708,605	694,384
	<i>Totals</i>	1,263,502	1,180,097	954,561	1,074,481	1,096,361	1,072,731
DEBT SERVICE							
A-9730-6	BAN - Principal	0	0	0	0	0	0
A-9730-7	BAN - Interest	0	0	0	0	0	0
	<i>Totals</i>	0	0	0	0	0	0
INTERFUND TRANSFERS							
A-9901-9	Interfund Transfer - Interfund Transfers	250,000	250,000	250,000	250,000	0	250,000
GENERAL FUND TOTAL EXPENDITURES		5,760,699	5,598,286	4,055,901	5,045,876	4,969,145	4,932,930

**VILLAGE OF WARWICK
LOCAL LAW NO. __ OF THE YEAR 2022**

A local law to amend Village Code Chapters 39 and 90 and A150 regarding Village Parks and Facility Use Permits and to enact a new Chapter 39A regarding assemblies.

Section 1. Purpose:

The purpose of this local law is to promote the public health, safety and welfare by amending Village Code Chapter 39 "Assemblies, Public – Village Owned Properties", and Village Code Chapter 90 "Park Rules and Regulations" and new Village Code Chapter A150 "Facility Use Permits" and enacting a new Chapter 39A "Assemblies, Public – Private Property."

Section 2. Amendment of Village Code:

(I.) Village Code Chapter 39, "Assemblies, Public – Village Owned Properties" is hereby repealed and re-enacted to read as follows:

"Chapter 39

Assemblies, Public

Village Owned Property

§ 39-1 Purpose; statutory authority; scope.

The Board of Trustees, in order to promote proper government and ensure the proper protection, order, conduct, safety, health, welfare and well-being of persons and property within the Village of Warwick, Orange County, New York, finds that it is in the public interest to enact this chapter pursuant to the provisions of Section 4-412 of the Village Law of the State of New York. This chapter shall regulate the assembly of persons where such assembly exceeds 200 persons on property owned by the Village of Warwick including but not limited to buildings, parkland, park facilities, parking lots, and streets.

§ 39-2 Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meaning herein indicated. Words used in the present tense include the future, the singular number includes the plural and the masculine shall include the feminine:

ASSEMBLY

The gathering or collecting or congregating of persons on property owned by the Village of Warwick including but not limited to buildings, parkland, park facilities, parking lots, and streets, with or without the levy of an admission fee, for a common purpose, such as, but not limited to, sports events, circuses,

carnivals, festivals, music festivals or religious observances.

ASSEMBLY – GREATER THAN 200

The gathering or collecting or congregating of persons in excess of 200 persons, either at any one time or in the aggregate over time, at any place within the Village, with or without the levy of an admission fee, for a common purpose.

BUILDING

A structure wholly or partially enclosed with exterior walls and a roof, of permanent or temporary nature, affording shelter to persons, animals or property.

PERSON

Any individual, firm, company, association, society, corporation or group.

SHALL is mandatory, and MAY is permissive

STRUCTURE

A combination of materials to form a construction that is safe and stable and includes, among other things, stadiums, stages, prop forms, radio towers, sheds, storage bins, tents, billboards, space signs, bleachers, ramps and seats.

§ 39-3 Permit required; application; required information, facilities and surety.

- A. No person shall use, allow, let or permit to be used property owned by the Village of Warwick for the assembly of persons in excess of 200 persons, nor shall any person use, allow, let or permit to be used property owned by the Village of Warwick for any part or portion of such assembly of persons which total assembly in the aggregate is in excess of 200 persons, unless upon written permit authorizing such use and assembly issued by the Board of Trustees through the Village Clerk.
- B. Application for such permit shall be by verified petition on forms to be furnished by the Village, addressed to the Board of Trustees and filed with the Village Clerk at least 90 days prior to the date upon which such use and assembly shall occur. The Board of Trustees shall act upon the complete application within 30 days after its submission. Such application shall include the following information:
 - 1. A statement of the name and residence address of the applicant; if the applicant is a corporation, the name of the corporation and the names and addresses of its directors and officers; the applicant must reside within the Town of Warwick, who shall be authorized to and shall agree to a verified statement to accept notices

or summonses issued with respect to the application or the conduct of the assembly or use in any manner involving it arising out of the application, construction or application of this chapter.

2. A statement containing the expected maximum number of persons intended to use the property at one time and collectively; the expected number of automobiles and vehicles intended to use the property at one time and collectively; and the purpose of the assembly and use, including the nature of the activity to be carried on and the admission fee to be charged, if any.
3. A detailed map showing the location of the event including any structures to be erected for the purpose of the assembly.
4. A plan drawn to scale showing the layout of any parking area for motor vehicles, including disability parking spots and the means of egress from and ingress to such parking area.
5. A statement containing the type, number and location of any sound amplifier or loudspeaker or sound truck, or other similar sound equipment.
6. A statement specifying whether food or beverage is intended to be prepared, served or distributed. If food or beverages are intended to be prepared, sold or distributed, a statement specifying the method of preparation and distribution of such food or beverage such as food trucks or open grills and the method of disposing of garbage, trash, rubbish or any other refuse arising therefrom. If food or beverage is to be prepared, sold, and distributed, a plan or drawing to scale must be attached to the application showing the buildings or other structures from which the food or beverages shall be prepared, sold or distributed.
7. A statement specifying that the Warwick Police Department, Warwick Fire Department, and Warwick EMS have been notified of the event, including any recommendations from the aforesaid Departments.
8. A statement specifying whether any outdoor lights or signs are to be utilized, and, if so, a map showing the number, location, size, type of such lights and signs.
9. A statement specifying whether any camping or housing facilities are to be available, and, if so, a plan drawn to scale showing the intended number and location of the same.
10. A statement specifying the contemplated duration of assembly and use.
11. If the assembly and use are to continue from one day into another, a statement specifying the camping or housing facilities available or to be made available on the premises.

- C. No permit shall be issued unless it is clearly shown that all of the following are provided for and approved in writing by the Orange County Health Department and the Board of Trustees of the Village of Warwick:
1. 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.
 2. Toilet facilities adequate for the capacity of the assembly or use, including use by persons with disabilities. Portable toilet facilities shall be located as to be conveniently available and must be adequately maintained.
 3. Adequate facilities and arrangements for safe, clean disposal of solid waste, garbage and trash.
 4. Adequate off-street and off-road facilities for the contemplated number of people attending the assembly or use, including parking for persons with disabilities. Parking space shall be provided for at least one car for every four persons in attendance.
- D. No permit shall be issued unless the applicant shall furnish the Village with a comprehensive liability insurance policy insuring the Village against liability for damage to persons or property with limits of not less than \$500,000/\$1,000,000 bodily injury or death, and limits of not less than \$500,000 for property damage, sufficient to save the Village harmless from any liability or cause of action which might arise by reason of the granting of the permit, and not cancellable without 10 days' prior written notice to the Village. The applicant shall further provide a security deposit of \$500 with the Village to ensure the removal of trash and other waste material as hereinafter provided, which deposit shall be returned to the applicant within 30 days from the date of termination of the assembly after deduction therefrom of all expenses caused by the applicant's not complying to remove said trash and other waste material.
- E. Within 48 hours from the date of the termination of the assembly, trash, paper, garbage and other waste material shall be completely removed from the premises in a safe, clean and sanitary manner.
- F. Any permit issued may be revoked by the Board of Trustees through the Village Clerk if at any time it should be determined that the applicant has failed to provide the facilities as specified in the application, or that the setting up of the facilities provided for in the application cannot be reasonably accomplished within the time or date set for the assembly or use.

§ 39-4 Application fee.

Each application shall be accompanied by a fee at the time of its submission as set forth in Chapter 63, Fees. The fee shall compensate the Village for its examination and processing of such application and shall not be refundable in whole or in part.

§ 39-5 Enforcement; penalties for offenses.

- A. Any person who shall use, allow, let or permit to be used Village of Warwick owned property for the assembly of persons in the excess of 200, or shall use, allow, let or permit to be used Village of Warwick owned property for any part or portion of such assembly, which total assembly in the aggregate is in excess of 200 persons, or any person who shall cause the gathering, collecting or congregating of persons in excess of 200 on Village of Warwick owned property without first obtaining a written permit, in accordance with the provisions of this chapter, shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided. Any person who commits or permits any act in violation of any provision of this chapter shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided.
- B. For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than \$1,000 nor less than \$100, or imprisonment not to exceed one year, or to both such fine and imprisonment.
- C. In addition to the above-provided penalties, the Board of Trustees may maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with this chapter or to restrain by injunction the violation of such chapter, and in such action or proceeding the Village shall be entitled to recover the attorneys' fees incurred in prosecution of the same. "

(II.) A new Village Code Chapter 39A, entitled "Chapter 39 : Assemblies, Public - Private Property" is hereby enacted which shall read as follows:

"§ 39A-1 Purpose; statutory authority; scope.

The Board of Trustees, in order to promote proper government and ensure the proper protection, order, conduct, safety, health, welfare and well-being of persons and property within the Village of Warwick, Orange County, New York, finds that it is in the public interest to enact this chapter pursuant to the provisions of Section 4-412 of the Village Law of the State of New York. This chapter shall regulate the assembly of persons where such assembly exceeds 200 people at any given time on private property within the Village of Warwick.

§ 39A-2 Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meaning herein indicated. Words used in the present tense include the future, the singular number includes the plural and the masculine shall include the feminine:

ASSEMBLY

The gathering or collecting or congregating of persons on private property, with or without the levy of an admission fee, for a limited, or one-time, or extraordinary event, such as, but not limited to, a wedding, celebration, festival, concert, or religious observances.

ASSEMBLY – GREATER THAN 200

The gathering or collecting or congregating of persons in excess of 200 persons, either at any one time or in the aggregate over time, at any place within the Village, with or without the levy of an admission fee, for a common purpose.

§ 39A-3 Written notification.

Assemblies of persons where such assembly exceeds 200 people at any given time on private property within the Village of Warwick requires written notice to be provided to the Village Clerk not less than seven (7) days prior to the assembly. The notification shall include the date(s), start and end time(s) of the assembly, property address of the assembly, property owners and event organizers full name, email address, mailing address, home phone, business phone, and cell phone number. Upon receipt, the Village Clerk shall provide the written notification to the Mayor and Warwick Police Department.

§ 39A-4 Parking and bathroom facilities

It is the responsibility of the event organizer to arrange for adequate parking and bathroom facilities.

(III.) Village Code Chapter 90, "Park Rules and Regulations", is hereby repealed and re-enacted to read as follows:

"Chapter 90

Park Rules and Regulations

§ 90-1 PURPOSES

1. The purpose of this chapter and the rules and regulations authorized hereunder is to harmonize, organize, clarify, and collect all laws relating to the governance of the use of the parks and facilities in the Village of Warwick so that they may endure and be used and enjoyed in peace and safety by the citizens of and visitors to the Village of Warwick in perpetuity.

§ 90-2 DEFINITIONS

A. As used herein the terms 'Park(s)' and 'Park Facilities' shall mean all lands and facilities under the jurisdiction, supervision, and control of the Village of Warwick, including but not limited to park lands, ball fields, playgrounds, basketball courts, skatepark, water courses, historic sites, nature preserves, and all other recreation facilities; and shall also include buildings, structures, parking areas, and all other Village of Warwick owned property.

B. "User(s)" shall hereinafter refer to all persons entering upon and/or using the Parks and/or Park Facilities for any purpose, other than to carry out their duties and responsibilities as agenda or employees of the Village of Warwick, o be interpreted herein in the singular or plural as the sense shall require.

§ 90-3 GENERAL USE

A. The parks and Park Facilities are for the peaceful use and safe enjoyment of citizens and residents of the Village of Warwick and visitors to the Village of Warwick. Use of the Parks and Park Facilities shall conform to this Chapter of the Code of the Village of Warwick and to all rules and regulators promulgated thereunder.

B. The Parks and Park Facilities, except as may be excluded or limited by the Village of Warwick DPW Supervisor, shall be open for public use on such days, at such times according to the below schedule or as the Village of Warwick DPW Supervisor may determine or designate. Such schedule shall be subjected to such temporary or permanent amendment or variation as the DPW Supervisor may determine.

1. Stanley Deming Park

No person shall enter into, remain or be found in Stanley Deming Park in the Village of Warwick between the hours of 9:00 p.m. and 6:00 a.m., without a special permit issued by the Village.

2. Railroad Green

No person shall enter onto, remain, or be found on Railroad Green located at the intersection of Main Street and Railroad Avenue during the hours of 11:00 p.m. and 6: a.m. without a special permit issued by the Village.

3. Memorial Park

No person shall enter into, remain or be found in Memorial Park in the Village of Warwick on foot or by vehicle between the hours of 9:00 p.m. and 6:00 a.m. without a special permit issued by the Village.

4. Memorial Park- Robert Newhard, Sr. Skate Park

No person shall enter into, remain or be found in the Robert Newhard, Sr. Skate Park in Memorial Park in the Village of Warwick between the hours of 9:00 p.m. and 6:00 a.m. without a special permit issued by the Village.

5. Lewis Woodlands

No person shall enter onto, remain or be found on Lewis Woodlands Park between dusk and dawn without a special permit issued by the Village.

6. Hallowed Ground

No person shall enter onto, remain or be found on Hallowed Ground Park between dusk and dawn without a special permit issued by the Village.

C. The Parks and Park facilities shall not be used other than during such times as the Village of Warwick DPW Supervisor shall have determined or designated. Exceptions for special uses at times not specified for used by the general public shall require a special permit issued by the Village of Warwick. Groups, clubs, businesses, or other organizations wishing to use the Parks or Park Facilities for an event must first secure in writing a special permit issued by the Village.

D. The Parks or any portion or portions thereof and Park Facilities or any part thereof may be closed or rendered unavailable for access or use, for such interval of time as may be deemed appropriate or necessary, by the Village of Warwick DPW Supervisor, Mayor, or Village Board of Trustees. Such closing may be

accompanied by the posting of notices and/or signs to such effect upon the affected property and/or facilities, and otherwise may best give notice of same to the public.

E. The Village Board of Trustees is authorized to adopt a schedule of fees, which shall be charged for the use of Park or Park Facilities and/or equipment. The Village Board is authorized to require the posting of security, in the form of cash or check, and insurance as a condition of the use of the Parks or Park Facilities and/or equipment. Should any damage be done to the premises for which the cost to repair shall be in excess of said sum, then either the individual making application for said permit or the group which he represents or on whose behalf he signs, or both, may be held legally responsible for said excess.

F. It will be the responsibility of the organized leagues to mark fields and to install necessary equipment for that league or any other items necessary for the operation of that league.

G. Use of the Parks and Park Facilities shall be at the sole and complete risk of the User. The Village of Warwick assumes no responsibility and is not liable for any injury, damage, or losses to any persons or property arising from the use of the Parks and/or Park Facilities.

H. Entering upon and using the Parks and/or Park Facilities shall constitute an agreement by the User to hold the Village of Warwick harmless from all claims from injury, damage or loss to any persons or property arising from the use of the Park and/or Park Facilities. Injury, damage or loss of property of the Village of Warwick, including the Parks and/or park facilities, resulting from the use of the Parks and/or Park Facilities, shall be the responsibility of the User, who shall be liable to the Village of Warwick for the actual cost or value of such injury, damage or loss; in addition to such other claims and sanctions as may be allowed or imposed by law.

I. All Federal, State, and local laws, rules, regulations and ordinances which apply or shall hereinafter apply in and for the Village of Warwick shall apply in and for the Village of Warwick Parks and Park Facilities, including insofar as same require prior notice of actions, claims, suits, and other proceedings; and in all other form and for such other purposes as are or may be provided therein.

§ 90-4 CONDUCT AND PROHIBITIONS

A. The Village of Warwick, DPW Supervisor, and any individual who may be designated in writing by the Village Board of Trustees and who shall be, in any event, an official of the Village of Warwick, shall have the authority to monitor compliance and seek enforcement of the provisions of this chapter and any rules and regulations promulgated hereunder.

B. The Village of Warwick Board of Trustees, Mayor, or DPW Supervisor shall have the authority to promulgate rules and regulations regarding the use of the Parks or Park Facilities. A current copy of all such rules and regulations shall be maintained on file in the Clerk's Office and on the Village's website.

C. As set forth in Chapter 39, Assemblies, Public - Village Owned Property, assemblies of persons in Parks, Park Facilities, and/or Village owned property where such assembly exceeds 200 people requires a Facility Use Permit that is available in the Clerk's Office and on the Village's website.

D. All dogs must be leashed while in Parks, Park Facilities, and/or on Village owned property.

E. All persons are prohibited from doing any of the following in or upon any Park or any Park Facilities:

1. Entering, remaining upon, and/or using the Parks and/or Park Facilities at any other time other than as scheduled or made available for use by the Village authority.
2. Failing to obey all signs, signals, speed limit signs and other directions and instructions from the Village of Warwick or other lawful authorities in or on Park Property and Park Facilities.
3. Carry or have in possession while in any Village Park any glass containers, bottles, or breakable glass products.
4. Making or causing loud noise and/or music in or on Park property and Park Facilities in such manner as disturbs or interferes with other users; or in any fashion impairing the ability of any person to quietly enjoy and use the same.
5. Possessing and/or using explosives, fireworks, rockets, dangerous chemical and/or devices or substances in or on the Parks and Park facilities, unless specifically approved by the Village Board of Trustees.
6. Littering, dumping, disposing or otherwise placing household trash, solid or liquid waste or debris in or on the Park property or Park Facilities except in appropriate receptacles provided therefor. No person shall use Park receptacles for household waste, construction and demolition debris or waste, medical waste, radioactive waste, chemical waste or other waste material which is generated or originated anywhere except on or from Park's property.
7. Acting, behaving, and/or using language in a disorderly, disturbing, indecent or obscene manner; or harassing, annoying, disturbing or interfering with other persons using the Parks and/or Park Facilities.

8. Possessing, using, selling or conveying to another person alcohol or substances containing alcohol except as hereinafter provided; or illegal chemicals, compounds or drugs; being in or upon or using the Parks or Park facilities while intoxicated or under the influence of alcohol or drugs or while abilities are impaired by same.

9. Smoking, tobacco use, cannabis use, electronic cigarettes and vapor products shall be banned in all public parks and all property within 24 feet of a public park, except for private property, the sidewalks immediately adjoining any parks, any pedestrian route through any park, public parking lots and any other Village-sponsored outdoor gathering of people.

10. Carrying or possessing any kind of weapons in or on Park property or Park Facilities, including but not limited to firearms, bows, slingshots, air or spring guns; or firing or discharging firearms or weapons on, from, into or across Park property and/or Park Facilities.

11. Secreting, storing, burying, abandoning, or otherwise emplacing privately owned or abandoned materials, items or property in or upon Park property and/or Park facilities.

12. Illegal activities of any kind are prohibited.

13. Taking upon or intentionally or negligently allowing upon Park property or Park facilities any unleashed, unconfined, or otherwise uncontrolled animal, or any animal under any circumstances which poses a danger or threat to the health and safety of any person or to any person's' right and opportunity to quietly use and enjoy the Parks or Park Facilities.

14. Parking any vehicle, trailer or other human or animal conveyance or apparatus anywhere other than in designated parking areas, or contrary to the instructions of lawful authority. Parking overnight in or on any Park parking facility or area is prohibited. Parking areas are for use by vehicles or persons using the Parks or other Park Facilities. Parking areas shall not be used by person not using the Parks or Park Facilities.

15. Obstructing, impairing, burdening, damaging, altering or destroying the Parks, Park Facilities and property; disturbing, destroying, injuring, damaging or removing any property within the Parks, including, but not limited to, vegetation, wildlife, signs, equipment or facilities except as unavoidably impacted by normal minimal wear and tear resulting from authorized use of the Park or Park Facilities; erecting, displaying or affixing unauthorized signs, placards, bills or notices for any purpose whatsoever.

16. Selling, vending, or conducting or soliciting private business, commerce, or commercial transactions or for-profit activities on Park property or Park

Facilities or Village owned land using same in pursuit thereof; using or renting for private profit or charging a private fee for the use of the Parks or Park facilities by any individual or group or entity, corporate or otherwise, for any purpose whatsoever.

17. Starting or maintaining a fire or open flame; operating a portable stove, grill or any other device for heating, cooking, or preparation of food without a special permit issued by the Village.

§ 90-5. ALCOHOLIC BEVERAGES

A. The use of alcohol is not permitted in any Village Park or Park Facilities without a special permit issued by the Village.

B. To obtain permission to allow alcohol as part of an event the following conditions must be met:

1. Approval of alcohol will only be issued to a bona fide group, club or business which has secured a special permit from the Village for use of the Park or Park Facilities for their event.
2. At the time of the request, applicants must submit a Certificate of Liquor Legal Liability Insurance Coverage. The certificate must name the Village of Warwick as an additional insured. Coverage must be in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate.

§ 90-6. MEMORIAL PARK- ROBERT NEWHARD, SR. SKATE PARK REGULATIONS.

All Users of The Robert Newhard, Sr. Skate Park must adhere to and be in compliance with all rules and regulations pertaining to this chapter including:

A. General Rules- Robert Newhard, Sr. Skate Park

1. Children under 10 must be accompanied by an adult.
2. Pets are not allowed in the skatepark.
3. Motorized equipment is not permitted within the skatepark.

B. Protective equipment required:

1. Helmets are required for those under 14.
2. Elbow, knee pads, and wrist guards are strongly recommended.

C. Skateboards may not:

1. Ride, operate or use any device other than roller blades, skateboards, scooters, or BMX bikes.
2. Ride or operate devices unless that person is wearing an approved helmet and proper safety equipment, in good repair, at all times during use.
3. Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps).
4. Ride, operate, or use roller blades or a skateboard before or after the posted hours of operation.
5. Fail to obey any rule or regulation posted on or near the skate park.

§ 90-7 SPEED LIMIT IN MEMORIAL PARK

Fifteen miles per hour is hereby established as the maximum speed at which vehicles may proceed on or along roadways in Memorial Park.

§ 90-8 PENALTIES FOR OFFENSES

Any person who violates any of the sections of Chapter 90 shall, for a first violation thereof, be liable for a civil penalty of not less than \$250 or more than \$400; for a second violation, both of which were committed within a period of 12 months, be liable for a civil penalty of not less than \$500 nor more than \$1,000; and for a third or subsequent violation, all of which were omitted within a period of 12 months, be liable for a civil penalty of not less than \$1,000 nor more than \$2,000. The continuation of an offense against the provision of this chapter shall constitute, for each day the offense is continued, a separate and distinct offense hereunder. "

(IV.) Village Code Chapter A150, entitled "Facility Use Permits" is hereby repealed and re-enacted to read as follows:

"Chapter A150

Facility Use Permits

§ A150-1 Purpose.

A. Facility Use Permits are required for any public assembly exceeding 200 people on Village Owned Parks, Village Owned Park Facilities, or Village Owned Land and for public assemblies less than 200 people seeking exclusive use of Parks, Park Facilities, or Village Owned Land.

B. Application for exclusive use of Village Owned Parks, Village Owned Park Facilities, or Village Owned Land for gatherings of less than 200 people should be made to the Village Clerk in writing using the Village of Warwick 'Facility Use Request Form' available in the Clerk's Office and on the village's website.

C. As set forth in Chapter 39, Assemblies, Public - Village Owned Property, the assemblies of persons in Parks, Park Facilities, and/or Village owned property where such assembly exceeds 200 people requires a 'Facility Use Permit Application for Gatherings Greater Than 200 People' that is available in the Clerk's Office and on the village's website.

D. Approval of requests will be at the discretion of the Village of Warwick Board of Trustees.

§ A150-2 Fees; waivers.

A. A fee as set forth in Chapter 63, Fees, shall be charged for use of the buildings or parkland or park facilities or Village owned property under certain circumstances as noted:

1. A fee will be charged for the use of the football/Over 35 field lights in Veterans Memorial Park.
 2. A security deposit shall be made to the Village Clerk by all applicants to assure the cleanup of the buildings or parkland or park facilities or Village owned property and grounds after such use. Said deposit shall be refunded within 30 days, as confirmed by the Department of Public Works or the Police Department. Should any damage be done to the premises for which the cost to repair shall be in excess of said sum, then either the individual making application for said permit or the group which he represents or on whose behalf he signs, or both, may be held legally responsible for said excess.
 3. An application fee will be charged for the submission of a 'Facility Use Permit Application for Gatherings Greater Than 200 People' for assemblies of persons in Parks, Park Facilities, and/or Village owned property where such assembly exceeds 200 people. The fee shall compensate the Village of its examination and processing of each application and shall not be refundable in whole or in part.
- B. All required fees and security deposit shall be paid to the Village Clerk upon application.

C. The Village Board of Trustees, at its discretion, has the authority to waive facility use fees and/or security deposit fees.

§ A150-3 Insurance requirements.

Gatherings less than 200 people –

The applicant must post a certificate of insurance upon application that is in accordance with the insurance requirement as listed on the Facility Use Request application, including but not limited to naming the Village of Warwick as an additional insured, with a combined single-limit liability of not less than \$1,000,000. Said certificate of insurance shall be issued by an insurance company licensed to do business in the State of New York and shall be so worded to provide that said insurance is primary over all other valid and collectible insurance available to the Village and shall state that there shall be no exclusion from liability for injury to participants.

Gatherings greater than 200 people –

No permit shall be issued unless the applicant shall furnish the Village with a comprehensive liability insurance policy insuring the Village against liability for damage to persons or property with limits of not less than \$500,000/\$1,000,000 bodily injury or death, and limits of not less than \$500,000 for property damage, sufficient to save the Village harmless from any liability or cause of action which might arise by reason of the granting of the permit, and not cancellable without 10 days' prior written notice to the Village.

§ A150-4 Requirements for person signing application.

The Facility Use Request application shall be signed by a person of responsibility representing the organization, and the person must reside in the Town of Warwick.

§ A150-5 Time limit for submission of application.

Gatherings less than 200 people –

All facility Use Request applications for the use of Parks, park Facilities, or Village of Warwick owned property for assemblies of persons where such assembly is less than 200 people must be submitted to the Village Clerk at least 10 days prior to the desired Village Board meeting for which the application will go before the Village Board for approval.

Gatherings greater than 200 people –

All facility Use Request applications for the use of Parks, park Facilities, or Village of Warwick owned property for assemblies of persons where such assembly exceeds 200 people must be submitted to the Village Clerk at least 90 days prior to the desired Village Board meeting for which the application will go before the Village Board for approval.

§ A150-6 Payment of fees and damages.

All fees and damages shall be paid to the Village Clerk.

§ A150-7 Responsibility for supervision and parking.

Supervision and parking are the responsibility of the organization making the request. Parking must be limited to designated parking lots only. Parking is prohibited in non-designated parking areas.

§ A150-8 Area of use limited to that stated on permit.

This permit entitles the holder to only that portion of the park or buildings or Village owned land as stated on the permit.

§ A150-9 Responsibility for cleanup.

All permittees must remove all garbage when leaving the park. The cleanup time in certain areas of the park used for horse shows, carnivals, et., may be extended.

§ A150-10 Enforcement; penalties for offenses.

A. Any person who shall use, allow, let or permit to be used Village of Warwick owned property for the assembly of persons in the excess of 200, or shall use, allow, let or permit to be used Village of Warwick owned property for any part or portion of such assembly, which total assembly in the aggregate is in excess of 200 persons, or any person who shall cause the gathering, collecting or congregating of persons in excess of 200 on Village of Warwick owned property without first obtaining a written permit, in accordance with the provisions of this chapter, shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided. Any person who commits or permits any act in violation of any provision of this chapter shall be deemed to have violated this chapter and committed a misdemeanor against the chapter and shall be liable for the penalties provided.

B. For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than \$1,000 nor less than \$100, or imprisonment not to exceed one year, or to both such fine and imprisonment.

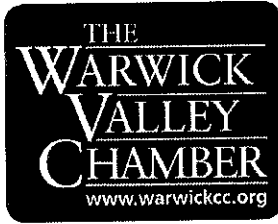
C. In addition to the above-provided penalties, the Board of Trustees may maintain an action or proceeding in the name of the Village in a court of competent jurisdiction to compel compliance with this chapter or to restrain by injunction the violation of such chapter."

Section 3. Severability:

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstances, and the Village Board of the Village of Warwick hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 4. Effective Date:

This Local Law shall become effective upon filing with the Secretary of State of the State of New York subsequent to having been duly adopted by the Village Board.



WARWICK VALLEY CHAMBER OF COMMERCE INC.

25 SOUTH STREET • WARWICK, NY 10990

PHONE: 845-986-2720 • FAX: 845-986-6982

WEB ADDRESS: www.warwickcc.org • E-mail: info@warwickcc.org

November 23, 2021

The Honorable Michael Newhard
Mayor of the Village of Warwick
Village Board of Trustees
77 Main Street
Warwick, New York 10990

Dear Mayor Newhard and Board of Trustees;

The Warwick Valley Chamber of Commerce would like to formally request permission to hold the Warwick Valley Farmers' Market at the South Street Parking Lot for the 2022 season. We would also request that we be allowed to set up tables and chairs on Bank Street while it is closed for farmers market customer use.

The season runs from May 8 (Opening Day) through November 20, 2022 from 9:00 am to 2:00 pm.

Additionally, we would request permission for a Holiday Market for Easter in the South Street Lot on April 10, 2022 from 9:00 am to 2:00 pm.

I have requested that WRG send you the required Certificate of Insurance for both events.

We thank you in advance for all your cooperation over the years with Farmers' Market and look forward to seeing you at the Easter Holiday Market and on Opening Day of the Farmers Market.

Thank you for your attention to this matter.

Very truly yours,

Michael Johndrow, Executive Director
Warwick Valley Chamber of Commerce

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

Today's Date: 11/22/2021 Date(s) Requested: 4/10/2022 - SPRING HOLIDAY MARKET
Set Up Time: 7AM Break Down Time: 2PM Time of Event: 9A - 2P

Village Park/Facility Requested: SOUTH STREET PARKING LOT

*Please use attached map to indicate areas to be used.

Name of Event (Purpose of Use): WARWICK VALLEY FARMERS MARKET

Name of Organization or Individual: WARWICK VALLEY CHAMBER OF COMMERCE

Check one: ☒ Non-Profit ☐ 501(c)3 ☐ For Profit ☐ Private Event

Proof of Residency: ☒ Designated Contact: MICHAEL JOHN DROW

Mailing Address: 25 SOUTH ST. WARWICK Email: INFO@WARWICKCC.ORG

Telephone Day: 9862720 Evening: _____ Cell: _____

Total Participants Expected: 50,000 TOTAL
Adults: 1500 - 2000 Children: 500
WEEKLY

Village of Warwick Participants (Number): 750+ Non-Resident Participants (Number): 750+

How will event be advertised? CHAMBER OF COMMERCE & SOCIAL MEDIA

Is material or equipment required from the Village of Warwick? ☐ Yes ☐ No

If needed, state type and for what purpose: _____

Is admission fee charged? ☐ Yes ☒ No

If so, what will proceeds be used for? _____

Will food be served? ☒ Yes ☐ No

If yes, please give details: FOOD & BEVERAGE VENDORS FOLLOWING
DEPT OF HEALTH GUIDELINES

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

Michael A. John Drow
Signature of Organization's Representative (Must be a Village of Warwick Resident)

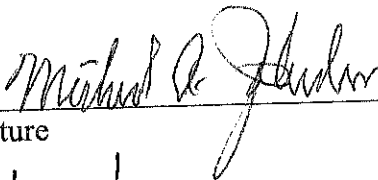
Address: 1 BRIDGES ST. WARWICK Telephone: 544-1778

Clerk Use Only: Security deposit check # 5943 Certificate of Insurance ☒
Police approval (if applicable) _____ *Items on file in the Clerk's office

22. In the event of an accident, please notify the Village Clerk before the end of the next business day.

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 the Facilities Use Requirements



Signature

11/22/21

Date

TOWN OF WARWICK



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

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

December 10, 2021

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

Dear Mayor & Board members,

I am currently the Town Clerk and the Registrar for the Town of Warwick and all its' Villages. I am writing this letter asking you to re-appoint me as Registrar for the Village of Warwick for a four-year term to expire 12/31/2025. I will receive no additional compensation from the Village of Warwick other than the \$10.00 per copy I provide to the applicant requesting a certified copy of a Birth or Death Certificate issued by me.

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

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

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

Thank you,

Eileen M. Astorino
Town Clerk/ Registrar

Registration Unit
Vital Records Section - P. O. Box 2602, Albany, NY 12220-2602

Notification of Appointment of Registrar of Vital Statistics

IMPORTANT: This notice and oath shall be executed in triplicate immediately after appointment of the registrar and deputy registrar. File original copy with the New York State Department of Health, file one copy with your County Clerk and retain one copy for your records.

	Current Appointee	New Appointee (If reappointment, enter correction only)
COUNTY & DISTRICT NUMBER	Orange 3529	
REGISTRAR Name	Eileen Astorino	
Town/Village	Village of Warwick	
Street Address	132 Kings Highway	
City and State	Warwick, NY	
Zip Code	10990	
Telephone Number (Include area code & ext.)	(845) 986-1124 Ext. 246	() Ext.
E-Mail Address	clerk@townofwarwick.org	
If New Appointment, is this:	<input checked="" type="checkbox"/> Reappointment <input type="checkbox"/> New Appointment <input type="checkbox"/> Election <input type="checkbox"/> Resignation <input type="checkbox"/> Other	FAX (845) 987-1499 Salaried: <input type="checkbox"/> Yes <input type="checkbox"/> No
Effective Date of Appointment (give month and year)	January 1, 2022	
If City/Town/Village Clerk	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Specify Locality: Warwick
Length of Term (give number of years)	4 Years	
Date Term Expires (give month and year)	December 31, 2025	
	P.O. Box 369, Warwick, NY 10990 (845) 986-2031	
Signature of Appointing Officer	Business Address	Telephone
Mayor		Date
Title of Appointing Officer		
DEPUTY REGISTRAR Name	Carolyn Purta	
Street Address	132 Kings Highway	
City, State and Zip Code	Warwick, NY 10990	
Telephone Number (Include area code & ext.)	(845) 986-1124 Ext. 245	() Ext.

REGISTRAR'S AFFIDAVIT

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

Signed: Eileen M. Astorino I am not engaged in the business of funeral directing, embalming or undertaking.
Registrar of Vital Statistics 23 Main Street, Warwick, NY 10990 (845) 986-3430
Home Address Telephone

Subscribed and sworn to
(affirmed) before me this 8 day of December 2021 Notary Public Melissa A. Stevens

DEPUTY REGISTRAR'S AFFIDAVIT

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

Signed: Carolyn Purta I am not engaged in the business of funeral directing, embalming or undertaking.
Deputy Registrar of Vital Statistics 18 High Hill Avenue, Warwick, NY 10990 (845) 988-9768
Home Address Telephone

Subscribed and sworn to
(affirmed) before me this 8 day of December 2021 Notary Public Melissa A. Stevens

DOH-1556 (11/2001)

Melissa A. Stevens
Notary Public, State of New York
No. 01ST6062297
Qualified In Orange County
Commission Expires August 6, 2025

Civil Service Law, Section 22: Certification for positions. Before any new position in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such existing position reclassified only with the title approved and certified by the commission. Effective 1978

**Orange County Department of Human Resources
County Government Center, Goshen, NY 10924
New Position Duties Statement**

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit.
Forward one typed copy to this Department.

1. Department		Bureau, Division, Unit or Section	Location of Position
Village of Warwick, 77 Main Street, Warwick, NY 10990			
2. Description of Duties: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.			
Percent of Work Time	Job Duties		
100%	<p>The Village of Warwick would like to create the title of Part-Time Billing Control Clerk</p> <p>The job duties would be in accordance with the Orange County Job Classification Specifications for Class Title: Billing Control Clerk / Title #: 1089 (Part Time – Non-Competitive)</p> <p>Duties to include:</p> <p>Sets up new accounts, enters water meter readings, researches billing complaints and handles related billing issues via computer;</p> <p>Maintains a current computer record of all customer changes such as ownership, address, account numbers, meter readings, etc;</p> <p>Researches unusually high water bills, computes and mails new bills and makes corrections;</p> <p>Prepares, prints and mails water bills and maintains a record of postage used; bills customers for service repairs to waterlines and final readings;</p> <p>Sets up appointments with customers and coordinates work orders for the department;</p> <p>Uses computer applications such as spreadsheets, word processing, calendar, e-mail, and database software in performing work assignments and in support of the water billing function;</p> <p>Uses word processing software or typewriters to prepare correspondence, reports, rosters, envelopes, file cards, lists, payroll and other materials from draft or recorded dictation and ensures for clerical accuracy;</p> <p>Operates standard office equipment, such as calculators, copy machines, metered mail machines, computer workstations, printers, fax machines, etc;</p> <p>Assists department administrator and acts as receptionist for the department, answers the telephone, takes messages, handles complaints and gives out routine information.</p>		

3. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)		
<u>Name</u>	<u>Title</u>	<u>Type of Supervision</u>
Michael J. Newhard	Mayor	Direct
Christopher Bennett	Water Maintenance Supervisor	Direct
4. Names and Titles of Persons Supervised by Employee in this position		
<u>Name</u>	<u>Title</u>	<u>Type of Supervision</u>
N/A		
5. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position		
<u>Name</u>	<u>Title</u>	<u>Location of Position</u>
N/A		
6. What minimum qualifications do you think should be required for this position?		
<p>Education: High School <u>X</u> Years 4 College _____ Years, with specialization in _____ Other <u>1</u> Years, with specialization in Clerical / Office Experience</p> <p>*In accordance with the Orange County Job Classification Specifications for Class Title: Billing Control Clerk / Title #: 1089 (Part Time – Non-Competitive)</p> <p>MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and one (1) year of clerical or general office experience which shall have involved updating and maintaining computer files..</p> <p>Experience: (list amount and type) *In accordance with the Orange County Job Classification Specifications for Class Title: Billing Control Clerk / Title #: 1089 (Part Time – Non-Competitive)</p> <p>Essential knowledges, skills and abilities: Working knowledge of office practices, procedures and equipment; good knowledge of business math; computer skills involving computer applications such as word processing, e-mail, calendar, spreadsheets or other database software; working knowledge of record-keeping and billing software; ability to read and record figures accurately; ability to make simple arithmetic calculations; courtesy and tact in dealing with the public; mental alertness; ability to write legibly; clerical aptitude; good judgement; physical condition commensurate with the demands of the position.</p> <p>Type of license or certificate required:</p>		
7. The above statements are accurate and complete.		
Date:	Title: Mayor	Signature:
Certificate of Orange County Department of Human Resources		
8. In accordance with the provisions of Civil Service Law Section 22, the Orange County Department of Human Resources certifies that the appropriate civil service title for the position described is:		
Title: _____		
Jurisdictional Classification: _____		
Date:	Signature:	

Action by Legislative Body or Other Approving Authority

9. Creation of described position

- ☐ Approved
- ☐ Disapproved

Date:

Signature:

Return One Completed Copy To The Orange County Department of Human Resources

**COUNTY OF ORANGE
MUNICIPAL/SCHOOL
JOB CLASSIFICATION SPECIFICATION**

CLASS TITLE: BILLING CONTROL CLERK

TITLE #: 1089

DISTINGUISHING FEATURES OF THE CLASS: The work involves responsibility for routine clerical and keyboarding tasks in connection with office organization and the preparation of water bills. Work is performed under general supervision of the department administrator and involves the exercise of independent judgement and accuracy in maintaining computer files of all water customers and in billing customers for water use. Does related work as required.

TYPICAL WORK ACTIVITIES:

Sets up new accounts, enters water meter readings, researches billing complaints and handles related billing issues via computer;

Maintains a current computer record of all customer changes such as ownership, address, account numbers, meter readings, etc;

Researches unusually high water bills, computes and mails new bills and makes corrections;

Prepares, prints and mails water bills and maintains a record of postage used; bills customers for service repairs to waterlines and final readings;

Sets up appointments with customers and coordinates work orders for the department;

Uses computer applications such as spreadsheets, word processing, calendar, e-mail, and database software in performing work assignments and in support of the water billing function;

Uses word processing software or typewriters to prepare correspondence, reports, rosters, envelopes, file cards, lists, payroll and other materials from draft or recorded dictation and ensures for clerical accuracy;

Operates standard office equipment, such as calculators, copy machines, metered mail machines, computer workstations, printers, fax machines, etc;

Assists department administrator and acts as receptionist for the department, answers the telephone, takes messages, handles complaints and gives out routine information.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Working knowledge of office practices, procedures and equipment; good knowledge of business math; computer skills involving computer applications such as word processing, e-mail, calendar, spreadsheets or other database software; working knowledge of record-keeping and billing software; ability to read and record figures accurately; ability to make simple arithmetic calculations; courtesy and tact in dealing with the public; mental alertness; ability to write legibly; clerical aptitude; good judgement; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma and one (1) year of clerical or general office experience which shall have involved updating and maintaining computer files.

JURISDICTIONAL CLASSIFICATION: Competitive; Non-Competitive when part time among Towns and Villages.

ADOPTED: 2/24/76
REVISED: 12/07/10 dr