

SHAKE OFF THOSE POST-HOLIDAY BLUES!

*Warwick's*

# WINTER WIGGLE

*All are welcome to a free community gathering!*

SATURDAY, JAN. 24

4:30-7:30 P.M.

(SNOW DATE: SUNDAY, JANUARY 25)

MOUNTAIN LAKE PARK, 46 BOWEN RD.  
(FORMER KUTZ CAMP)

## SQUARE DANCING RICHARD STILLMAN BAND



**FINGER FOODS & REFRESHMENTS**

(DONATED BY LOCAL RESTAURANTS)

**ARTS & CRAFTS BY WICKHAM WORKS**

**MENTAL HEALTH RESOURCES**

**COMMUNITY SHOWCASE & UPDATES**

AND MANY MORE OPPORTUNITIES TO ENGAGE & CONNECT

NEED A RIDE? THE TOWN OF WARWICK WILL PROVIDE  
FREE MUNICIPAL BUS SERVICE TO AND FROM EVENT.  
PLEASE MAKE A RESERVATION FOR THE DIAL-A-BUS  
BY FRIDAY, JANUARY 23 BY CALLING (845) 986-2877

A COLLABORATIVE EVENT WITH  
WARWICK CARES MENTAL HEALTH INITIATIVE, THE WARWICK VALLEY COMMUNITY CENTER  
AND WARWICK VALLEY PREVENTION COALITION  
WITH SUPPORT FROM THE TOWN OF WARWICK AND VILLAGE OF WARWICK.

*Together for Mental Health*

THIS IS A FAMILY FRIENDLY, ALCOHOL FREE EVENT!  
RESERVATIONS NOT MANDATORY, BUT ENCOURAGED. PLEASE RSVP TO: [COLLURA@VILLAGEOFWARWICK.ORG](mailto:COLLURA@VILLAGEOFWARWICK.ORG)  
FREE WITH SUGGESTED DONATION TO SUPPORT WARWICK CARES MENTAL HEALTH INITIATIVES AND THE WV COMMUNITY CENTER

SPONSORED BY THE DRUG-FREE COMMUNITIES/ONDCP; NYS OFFICE OF ADDICTION SERVICES

RECEIVED  
DEC 10 2025  
VILLAGE OF WARWICK  
CLERK'S OFFICE

December 9, 2025

Dear Mayor Newhard, Dear Chair Gallo:

I am writing to formally resign from my position on the Village of Warwick Planning Board, effective January 15, 2026. The last meeting I will attend will be Tuesday, January 13, 2026.

This decision is due to academic commitments that require my full attention. After careful consideration, I won't be able to devote the time and focus necessary to fulfill my board responsibilities at the level that the residents of the Village of Warwick deserve.

I would like to emphasize that this is temporary, and it would be my sincere hope to rejoin this board or another one once my schedule allows. I remain deeply committed to being an active and aware resident of the Village of Warwick.

Thank you for the opportunity to serve alongside dedicated colleagues, and contribute to the community that I proudly call our home. I have truly valued my time with the Planning Board and am grateful for all that I have learned.

Best regards,

*Kerry,*  
Kerry Boland

cc: Kristin Bialosky, Planning and Zoning ✓

December 9, 2025

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

**Re: Warwick Village Well #3 Water Treatment Plant  
General Contract Payment Application #14**

Dear Mayor Newhard and Board of Trustees:

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

We have reviewed the Application for Payment #14 from TAM Enterprises, Inc for the Warwick Village Well #3 Water Treatment Plant project. As of November 30, 2025, all submittals are complete, the chart recorders have been installed, all ductile iron pipe is in place, the eyewash station has been plumbed, and the bathroom installation is complete.

We recommend the approval of the payment of \$41,633.61. The balance amount to close the project, including retainage, is \$295,023.85.

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

Very truly yours,



**Darren D. Doetsch, PE**  
Vice President

DDD/AB/lk  
Enc.



# AIA Document G702 - 1992

## Application and Certificate for Payment

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

PROJECT: Village of Warwick - Well #3 WTP

APPLICATION NO: 014

Distribution to:

OWNER:

FROM: TAM enterprises Inc.  
CONTRACTOR: 114 Hartley Rd.  
Goshen, NY 10924

VIA: Pitingaro & Doetsch Consulting Engineers  
P.C.  
ARCHITECT: 20 Industrial Drive  
Middletown, NY 10941

PERIOD TO: November 30, 2025

ARCHITECT:

CONTRACTOR:

CONTRACT DATE: N/A

FIELD:

PROJECT NOS: 2431 / /

OTHER:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	1,196,000.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$1,196,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$948,395.95
5. RETAINAGE:	

a. 5% of Completed Work (Column D + E on G703: \$948,395.95)=	\$47,419.80
b. 0.00% of Stored Material (Column F on G703: \$0.00)=	\$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703):.....

6. TOTAL EARNED LESS RETAINAGE.....	\$900,976.15
(Line 4 Less Line 5 Total):	859,342.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	
(Line 6 from prior Certificate):	

8. CURRENT PAYMENT DUE.....	\$41,633.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$41,633.61

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

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**AIA® Document G703® – 1992**
**Continuation Sheet**

AIA Document G702<sup>®</sup>, Application and Certification for Payment, or G732<sup>™</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 Use Column I on Contracts where variable retainage for line items may apply.

Village of Warwick - Well #3 WTP	APPLICATION NO:	014
	APPLICATION DATE:	11-30-2025
	PERIOD TO:	November 30, 2025
	ARCHITECT'S PROJECT NO.:	Pitingaro & Doetsch

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1.	Bonds and Insurance	29,900.00	29,900.00	0.00	0.00	29,900.00	100.00%	0.00	1,495.00
2.	Submittals	50,700.00	48,165.00	2,535.00	0.00	50,700.00	100.00%	0.00	2,535.00
3.	Mobilization/Demobilization	22,183.00	11,091.50	0.00	0.00	11,091.50	50.00%	11,091.50	554.58
4.	Demolition of Existing Treatment Building and Well Pump	51,047.00	51,047.00	0.00	0.00	51,047.00	100.00%	0.00	2,552.35
5.	Furnish and Install a new treatment building with drainage foundation floor walls roof windows doors and all other items specified	267,460.00	267,460.00	0.00	0.00	267,460.00	100.00%	0.00	13,373.00
6.	Furnish and Install proposed well pump radar level sensor VFD and control panel. Electrical connections by others	140,810.00	98,567.00	0.00	0.00	98,567.00	70.00%	42,243.00	4,928.35
7.	Furnish and Install SCADA panel and system	34,602.00	0.00	0.00	0.00	0.00	0.00%	34,602.00	0.00
8.	Furnish and Install UV system and appurtenances	85,294.00	76,764.60	0.00	0.00	76,764.60	90.00%	8,529.40	3,838.23
9.	Furnish and Install an 80-kw natural gas generator with weather enclosure and compatible ATS including natural gas piping. Electrical Connections by others	57,890.00	46,312.00	0.00	0.00	46,312.00	80.00%	11,578.00	2,315.60
10.	Furnish and Install a chemical injection system	26,275.00	25,555.60	0.00	0.00	25,555.60	97.26%	719.40	1,277.78
11.	Furnish and Install cartridge filter housings	86,198.00	77,578.20	0.00	0.00	77,578.20	90.00%	8,619.80	3,878.91
12.	Furnish and Install a flow meter turbidity analyzer	101,585.00	76,188.75	15,237.75	0.00	91,426.50	90.00%	10,158.50	4,571.32

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
	chlorine residual analyzers chart recorders pressure gauges a pressure transmitter and all other instrumentation specified							
13	Furnish and Install a mini split system electrical unit heaters and an exhaust fan and louver	23,953.00	21,557.70	0.00	0.00	21,557.70	90.00%	2,395.30
14	Furnish and Install a ductile iron pipe and fittings	64,354.00	54,700.90	9,653.10	0.00	64,354.00	100.00%	0.00
15	Furnish and Install a shower and eyewash station combination unit	6,190.00	5,571.00	619.00	0.00	6,190.00	100.00%	0.00
16	Furnish and Install ADA compliant bathroom	12,176.00	0.00	12,176.00	0.00	12,176.00	100.00%	0.00
17	Furnish and Install all water supply piping and drainage piping	7,208.00	2,883.20	3,604.00	0.00	6,487.20	90.00%	720.80
18	Start-up	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00
19	Punch List	10,350.00	0.00	0.00	0.00	0.00	0.00%	10,350.00
20	Close out	7,475.00	0.00	0.00	0.00	0.00	0.00%	7,475.00
21	Stated Allowance for Unforeseen Items	100,000.00	11,228.65	0.00	0.00	11,228.65	11.23%	88,771.35
22	CO#1 Excavation Existing Valves (7,050.70)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
23	CO#2 Labor and Materials Reinforce and pour footing 24x10 Basement Wall (4,177.95)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
GRAND TOTAL		1,196,000.00	904,571.10	43,824.85	0.00	948,395.95	79.30%	247,604.05
								47,419.79

## UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

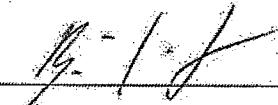
Name of Claimant: TAM Enterprises, Inc  
Name of Customer: TAM Enterprises, Inc  
Job Location: Well #3 WTP  
  
Owner: Village of Warwick  
Date Through: November 30, 2025  
  
Exceptions: \_\_\_\_\_

### Unconditional Waiver and Release Signature

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

The claimant has received the following progress payment: \$859,342.55

The current payment amount is: \$41,633.61

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 12/31/25

**Village of Warwick**  
**Body-Worn Camera Policy**  
*Adopted & Effective:*

## **1.0 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidelines for the use of a body-worn camera (BWC) by Village employees and for the access, use, and retention of BWC media.

The provisions of this policy, including notice, documentation, access, and retention, also apply to other portable audio/video recording devices.

## **2.0 DEFINITIONS**

Definitions related to this policy include:

**Activate** - To place a BWC in active mode (also called event mode). In active mode, the BWC records both video and audio.

**BWC media** - The video, audio, and images captured by BWCs and the associated metadata.

**BWC media systems** - Any software, including web-based programs and mobile applications, used by the Department to upload/download, store, view, transfer, and otherwise maintain BWC media.

**Deactivate** - To place a BWC in buffering mode (also called ready or pre-event mode). In buffering mode, the BWC records video (without audio) in short, predetermined intervals that are retained only temporarily. However, when a BWC is activated, the interval recorded immediately prior to activation is then stored as part of the BWC media. Deactivate does not mean powering off the BWC.

**Event** - A general term referring to a set of circumstances that may, but does not necessarily, correlate directly to a single public safety incident.

## **3.0 POLICY**

It is the policy of the Village to use BWCs and BWC media for evidence collection and to accurately document events in a way that promotes employee safety, accountability and transparency while also protecting the privacy of members of the public.

Standard operating procedure traffic enforcement parking enforcement officer use of body camera the parking enforcement officer shall at all times when patrolling wear the supplied body camera. Prior to each shift the body camera is to be obtained from the town of Warwick Police Department. At the end of the shift the traffic enforcement officer is to return the body camera to

the Warwick Police Department. The body camera is to be activated for every encounter with the public. The body camera she'll be activated whenever a violation is being issued. The parking Enforcement officer shall note The time of any encounters with the public that would require subsequent review.

## **4.0 RESPONSIBILITIES**

### **4.1 BWC COORDINATOR RESPONSIBILITIES**

The Mayor or the authorized designee should delegate certain responsibilities to a BWC coordinator.

The responsibilities of the coordinator include:

- a) Serving as a liaison between the Village and the BWC manufacturer/distributor and any third-party media storage vendor.
- b) Developing inventory procedures for issuing and tracking BWC equipment, including properly marking BWCs as property of the Village and recording the date each BWC is placed into or taken out of service.
- c) Assisting with troubleshooting and maintenance of BWC equipment and, when necessary, coordinating the repair or replacement of BWCs.
  - 1. All equipment and system malfunctions and their resolutions should be documented, and maintenance and repair records should be maintained for all BWCs.
- d) Coordinating with the Warwick Police Department regarding BWC media systems and associated procedures.
- e) Developing and updating BWC training for employees who are assigned a BWC.
- f) Communicating with the community:
  - 1. Provide the public with notice of the Village's use of BWCs (e.g., posting on the Village website or social media pages).
  - 2. Gain insight into community expectations regarding BWC use.
- g) Coordinating with the Warwick Police Department to:
  - 1. Determine and apply proper retention periods to BWC media.
  - 2. Develop procedures for the appropriate release of BWC media.
- h) Coordinating with the Warwick Police Department to develop procedures for the transfer, storage, and backup of evidentiary BWC media.

## **4.2 EMPLOYEE RESPONSIBILITIES**

Every employee issued a BWC is responsible for its proper use, safekeeping, and maintenance. Employees should wear their assigned BWC on their outermost garment positioned at or near chest level and as close to the center of their body as practicable. Employees are responsible for ensuring there are no obstructions and that the BWC remains in a position suitable for recording.

When a BWC is not in the physical possession of the employee to which it is assigned, it should be placed on the charging dock located at the Warwick Police Department in a secure location.

Members shall report any malfunction or damage to the BWC coordinator as soon as practicable and, if possible, obtain a functioning BWC to use either temporarily while repairs are being made to the employee's BWC or as a permanent replacement.

## **5.0 BWC USE**

The following guidelines apply to the use of BWCs:

- a) Only Village-issued BWCs should be used without the express consent of the Mayor.
- b) BWCs should only be used by the employee to whom it was issued unless otherwise authorized by the Mayor.
- c) The use of Village-issued BWCs shall be strictly limited to Village-related activities.
- d) Employees shall not use BWCs for which they have not received prior authorization and appropriate training.
- e) Employees shall immediately report unauthorized access or use of BWCs by another employee to the Mayor or BWC Coordinator.

## **5.1 PROHIBITIONS**

BWCs should not be used to record:

- a) Routine administrative activities of the Village that do not involve interactions with the public. Care should be taken to avoid incidentally recording confidential documents that the Village has a duty to keep secure (i.e., criminal justice information).
- b) Conversations of other employees without their knowledge.
- c) When an employee is taking an authorized break or otherwise engaged in personal activities.
- d) BWCs shall not be used for the purpose of embarrassment, harassment, or ridicule.

of any individual or group.

## **6.0 ACTIVATION OF BWC**

Employees should activate their BWC during all parking violation related interactions with the public and other enforcement-related functions. Employees are not required to activate their BWC during casual or informal contacts with members of the public that are not part of or related to enforcement functions. However, employees should activate their BWC any time a contact with an individual becomes hostile or adversarial.

Unless otherwise authorized by this policy or approved by the Mayor, BWCs should remain activated until the event or enforcement-related function has concluded.

At no time is an employee expected to jeopardize their safety to activate their BWC. However, the BWC should be activated as soon as reasonably practicable in required situations.

If a member attempts to activate their BWC but the BWC fails to record an event, the employee should notify the Mayor as soon as practicable.

## **6.1 NOTICE OF RECORDING**

Unless otherwise approved based on unique circumstances, a member should wear the BWC in a manner that is conspicuous and shall answer truthfully if asked whether they are equipped with a BWC or if their BWC is activated.

## **6.2 PRIVACY CONSIDERATIONS**

Employees should remain sensitive to the dignity of individuals being recorded and should exercise sound discretion with respect to privacy concerns.

Members may mute or deactivate their BWC:

- a) When an individual wishes to provide information anonymously.
- b) During private conversations with Warwick Police Department members or emergency responders.

Employees should choose to mute rather than deactivate BWCs when practicable. Deactivation should only be used when muting the BWC will not accomplish the level of privacy necessary for the situation.

Before muting or deactivating their BWC, the employee should verbally narrate the reason on the recording. As soon as possible once the privacy concern is no longer an issue, or when circumstances change so that the privacy concern no longer outweighs the Village's interest in recording the event, the employee should unmute or reactivate their BWC and verbally note that recording has resumed.

## **6.3 LIVESTREAMING**

Livestreaming enables authorized individuals to remotely view the audio and video captured by a BWC in real time. Only Warwick Police Department supervisors and dispatchers approved by the Chief of Police or the authorized designee shall have access to livestreaming capabilities.

Livestreaming should only be activated:

- a) For purposes of employee safety when the employee is not responding to attempted contact or there is some other indication of distress.
- b) To assist with situational awareness during a significant incident.
- c) When requested by the employee.

## **6.4 DOCUMENTATION**

Employees are encouraged to provide narration while using a BWC when it would be useful to provide context or clarification of the events being recorded. However, the use of a BWC is not a replacement for written reports and should not be referred to in a written report in place of detailing the event.

Every report prepared by an employee who is issued a BWC should state "BWC available" or "BWC unavailable," as applicable, and should document:

- a) To the extent practicable and relevant, the identity of individuals appearing in the BWC media.
- b) An explanation of why BWC media is unavailable including any malfunction, damage, or battery issue that resulted in the failure of the BWC to capture all or part of the event.
- c) Any exigency or other circumstances that prevented the employee from immediately activating the recording at the beginning of the event.
- d) Any period of the event in which the employee deactivated or muted their BWC and the reason for such action.
- e) If livestreaming was activated during the event, the reason for livestreaming and the employee who communicated or participated in the event through BWC livestreaming.

## **7.0 UPLOADING BWC MEDIA**

All media from an employee's BWC will be properly uploaded and tagged by the Warwick Police Department at the end the shift. The employee will notify Warwick Police Department of a recorded event during the shift. The BWC media related to a recorded

event will be uploaded and tagged by the Warwick Police Department.

## **7.1 TAGGING BWC MEDIA**

Employees, in conjunction with the Warwick Police Department, should tag all media captured by their BWC with their name and/or identification number, the case or incident number, and the event type. BWC media should be tagged upon uploading or, if capabilities permit tagging in the field, as close to the time of the event as possible. If more than one event type applies to BWC media, it should be tagged with each event type. If BWC media can only be tagged with a single event type, the media should be tagged using the event type with the longest retention period.

BWC media depicting sensitive circumstances or events should be tagged as restricted. BWC media should be flagged for supervisor review when it pertains to a significant event such as:

- a) An incident that is the basis of a formal or informal complaint or is likely to result in a complaint.
- b) When a member has sustained a serious injury or a line-of-duty death has occurred.
- c) When there is verbal or physical assault.
- d) An event that has attracted or is likely to attract significant attention.

Warwick Police Department should conduct audits at regular intervals to confirm BWC media is being properly uploaded and tagged by their subordinates.

## **8.0 BWC MEDIA**

All BWC media is the sole property of the Village. Employees shall have no expectation of privacy or ownership interest in the content of BWC media.

All BWC media shall be stored and transferred in a manner that is physically and digitally secure with appropriate safeguards to prevent unauthorized modification, use, release, or transfer. Contracts with any third-party vendors for the storage of BWC media should include provisions specifying that all BWC media remains the property of the Village and shall not be used by the vendor for any purpose without explicit approval of the Mayor and the Chief of Police or the authorized designee.

Employees shall not alter, copy, delete, release, or permit access to BWC media other than as permitted in this policy without the express consent of the Mayor and the Chief of Police or the authorized designee.

BWC media systems should not be accessed using personal devices unless authorized by the Mayor and the Chief of Police or the authorized designee.

## **8.1 ACCESS AND USE OF BWC MEDIA**

BWC media systems shall only be accessed by authorized employees and authorized members

of the Warwick Police Department in accordance with the WPD Information Technology Use Policy.

BWC media shall only be accessed and viewed for legitimate Village-related purposes in accordance with the following guidelines:

- a) BWC media tagged as restricted should only be accessible by those designated by the Mayor of the Village of Warwick or the Chief of Police or the authorized designee.
- b) Employees may review their own BWC media for Village-related purposes. Employees should document in their report if they reviewed BWC media before completing the report.
- c) The Mayor is permitted to access and view BWC media of Village employees.
  - i. The Mayor should review BWC media that is tagged as a significant event or that the Mayor is aware pertains to a significant event.
  - ii. The Mayor should conduct periodic documented reviews of a Village employee's BWC media to evaluate the member's performance, verify compliance with Village procedures, and determine the need for additional training. The review should include a variety of event types when possible. The Mayor should review BWC media with the recording employee when it would be beneficial to provide guidance or to conduct one-on-one informal training for the employee.
  - iii. The Mayor should conduct periodic reviews of a sample of each employee's BWC media to evaluate BWC use and ensure compliance with this policy.

## **8.2 PUBLIC ACCESS**

Unless disclosure is required by law or a court order, BWC media should not be released to the public if it unreasonably violates a person's privacy or sense of dignity or depicts the interior of:

- a) A private residence.
- b) A facility that offers health care, mental health or substance abuse treatment, or social services.
- c) A school building.
- d) Any other building in which public access is restricted or which implicates heightened security concerns.

Requests for the release of BWC media shall be processed in accordance with the Warwick Police Department Records Maintenance and Release Policy. The Lieutenant should review BWC

media before public release.

## **9.0 RETENTION OF BWC MEDIA**

Non-evidentiary BWC media should be retained in accordance with state records retention laws and established retention schedules.

Unless circumstances justify continued retention, BWC media should be permanently deleted upon the expiration of the retention period in a way that it cannot be retrieved. BWC media shall not otherwise be deleted by any person without the authorization of the Chief of Police or the authorized designee.

### **9.1 EVIDENTIARY BWC MEDIA**

BWC media relevant to a criminal prosecution should be exported from the BWC media system and securely transferred to digital evidence storage according to established department procedures. Evidentiary BWC media is subject to the same laws, policies, and procedures as all other evidence, including chain of custody, accessibility, and retention periods (see the Property and Evidence Section Policy).

## **10.0 TRAINING**

The Warwick Police Department BWC coordinator should ensure that each Village employee issued a BWC receives initial training before use, and periodic refresher training thereafter. Training should include:

- a) Proper use of the BWC device and accessories.
- b) When BWC activation is required, permitted, and prohibited.
- c) How to respond to an individual's request to stop recording.
- d) Proper use of the BWC media systems, including uploading and tagging procedures.
- e) Security procedures for BWC media, including appropriate access and use.

Employees who are not issued a BWC but who have access to BWC media systems shall receive training on the BWC media system, including appropriate access, use, and security procedures.

**WARWICK LITTLE LEAGUE  
PO Box 153  
Warwick, NY 10990**

Honorable Michael Newhard, Mayor  
Village of Warwick  
77 Main Street  
Warwick, NY 10990

December 8, 2025

Re: 2026 Little League Season

Dear Mayor Newhard and Trustees:

The Warwick Little League requests the Village's permission for use of the Memorial Park and Stanley Deming ballfields for the 2026 Little League season, which will extend from March 1 to November 15. Little League will be responsible for daily preparation of the fields and is willing to be responsible for scheduling use of the fields with other users including travel baseball and softball teams. Completed application and security deposit accompany this letter. The Insurance Certificate will be provided in January.

In addition, the League is requesting permission to hold its Opening Day Parade and Ceremonies on Saturday, April 11 with a rain date of April 18 and Picture Day on April 18. The parade will step-off promptly at 10:00 AM with lineup beginning at 9:30 AM. We are requesting that High Street be closed to traffic starting at 9 AM to serve as the parade assembly area and that DPW coordinate with the Warwick Police Department to determine if road closure barriers need to be provided by DPW. Also, we request that the parking spaces on the east side of Main Street between High and Church Streets be designated as "No Parking" to allow for drop-off of participants.

The parade would follow the normal route of Main Street, Railroad Avenue, South Street, Parkway, Park Lane, and then crossing Forester Avenue into Memorial Park. As always you and the Trustees are invited to march or ride in the parade and join us for the opening ceremonies. For Picture Day activities we request use of the Memorial Park Pavilion, including electricity, and the surrounding area between 8 AM and 6PM on April 18. The Warwick Police Department, Fire Department and Ambulance Service will be contacted and asked to provide their services for the event.

On behalf of the players and their families thank you for your continued support. If you would like to discuss any aspect of this request, please contact me.

Sincerely,

  
Rich DiCostanzo  
President

Cc: Mike Moser, Supervisor, Village DPW

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 PERMIT APPLICATION FOR GATHERINGS GREATER THAN 200 PEOPLE ON VILLAGE-OWNED PROPERTY

Date Request Submitted: \_\_\_\_\_

Title of Event: WARWICK LITTLE LEAGUE

Purpose of Event: YOUTH BASEBALL AND SOFTBALL PROGRAM

#### **SECTION 1: REQUESTED VILLAGE-OWNED PROPERTY**

Railroad Green       Stanley-Deming Park       Lewis Woodlands

Veterans Memorial Park       Veterans Memorial Park Pavilion (OPEN 18, 2026)

*\*Please use the attached map to indicate the specific area(s) to be used within each park.*

Village of Warwick Parking Lots - check all that apply:

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

Village of Warwick Streets: \_\_\_\_\_

#### **SECTION 2: DATE AND TIME REQUESTED**

Date(s) Requested: MARCH 1, 2026 to NOV 15, 2026 Rain Date(s) Requested: \_\_\_\_\_

Arrival Time: 8:00 AM Departure Time: 10:30 PM

Event Start Time: 8:00 AM Event End Time: 10:30 PM

#### **SECTION 3: APPLICANT INFORMATION**

Check one:  Non-Profit Organization       Commercial/Business Organization       Family

*\*For-profit activities are prohibited.*

Applicant's Name/Responsible Party: RICH DiCOSTANZO, PRESIDENT

*\*Person of responsibility representing the organization must be a Town of Warwick resident.*

Mailing Address of Responsible Party: P.O. Box 153, WARWICK NY 10990

Residential Address of Responsible Party: 19 BARBARA DR., WARWICK NY 10990

Email Address: rjdicostanzo@gmail.com Cell Phone: 718-496-5925

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

Name of Organization (if Applicable): WARWICK LITTLE LEAGUE

Organization's Phone: 718-496-5925 Email Address: rjdicostanzo@gmail.com

Name of Organization's Director(s)/Officer(s): (ATTACHED)

Mailing Address of Organization: PO BOX 153, WARWICK NY 10990

Physical Address of Organization: MEMORIAL PARK DR. WARWICK NY 10990

#### **SECTION 4: EVENT INFORMATION**

Maximum Number of People Intended at the Event: 400  
# of Adults: 200 # of Under 18 Yrs. Old: 200

Expected Number of Vehicles Intended at the Event: 180

Please explain the parking plan for the event: USE BRISTLE LOTS NEAR FIELDS

#### **WILL YOUR EVENT INCLUDE:**

#### **CHECK YES OR NO**

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

RVs, Campers, Food Trucks, etc. If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
Admission Fee to Be Charged If yes, please list the admission fee: _____	Yes _____ No <input checked="" type="checkbox"/>
Alcohol Host Liquor Liability Insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
Food will be served or sold If yes, explain the method of food distribution and disposal of trash: <u>CONCESSION STAND</u>	Yes <input checked="" type="checkbox"/> No _____
<p>*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.</p> <p>*Applicants must provide a drawing to scale showing where the food will be served/sold and where trash will be disposed.</p>	
Rides: Mechanical Carnival Rides, Bounce House, Inflatable Slide, etc. If yes, explain: _____ Additional contract(s) and/or insurance is required.	Yes _____ No <input checked="" type="checkbox"/>
Animals: (Example, horses, pony rides, petting zoo, etc.) If yes, explain: _____	Yes _____ No <input checked="" type="checkbox"/>
Portable Toilets Placement of portable toilets must be detailed on the map that is required with the application.	Yes _____ No <input checked="" type="checkbox"/>
Other Please explain: _____	Yes _____ No <input checked="" type="checkbox"/>

#### SPECIAL REQUESTS:

#### CHECK YES OR NO

Road Closure <u>PARADE ROUTE</u> List road(s): <u>HIGH/MAIN/RAILROAD/SOUTH PARKWAY/PARK LAND/MEMORIAL PARK DRIVE</u> Closed between the hours of _____ and _____ Number of 'No Parking' meter bags requested, if applicable: _____	Yes <input checked="" type="checkbox"/> No _____
Use of Village owned tables and chairs Veterans Memorial Park Pavilion Only. No. of Tables _____ No. of Chairs _____	Yes _____ No <input checked="" type="checkbox"/>
Use of Electricity <u>AT PAVILION FOR PICTURE DAY</u>	Yes <input checked="" type="checkbox"/> No _____
Memorial Park Field Lights - The Daniel Prial Field / Football Field Additional fee required for use of field lights.	Yes <input checked="" type="checkbox"/> No _____
Use of Memorial Park Pavilion Lights	Yes _____ No <input checked="" type="checkbox"/>

Use of Village of Warwick Restrooms <i>Memorial Park and Stanley Deming Park only.</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Other <i>Please explain:</i> _____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

## **SECTION 5: FEES/SECURITY DEPOSIT**

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

Memorial Park Field Lights -  
The Daniel Prial Field /Football Field (circle one) \$10 per day or (\$300 per season)

\$500 Security Deposit (*Must be a Separate Payment*)  
TOTAL FEE: \$~~500~~ 300 - (excluding security deposit)

## **SECTION 6: INDEMNITY & HOLD HARMLESS**

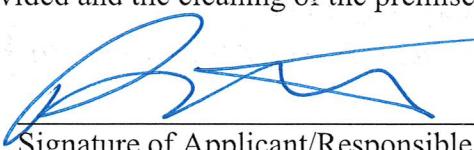
The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/she agrees to be responsible to the Village of Warwick for the use and care of the facilities. He/she, on behalf of WARWICK LITTLE LEAGUE (Name of Organization) does hereby covenant 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 LITTLE LEAGUE (Name Organization).

Additionally, I agree 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 Chapter 39 'Assemblies, Public' of the Village Code of the Village of Warwick.

Furthermore, I authorize the Village of Warwick or its lawful agents to observe the event at any time for the purpose of inspecting the same, the facilities provided and the cleaning of the premises after the termination of the assembly.

RICH DiCOSTANZO

Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

12/9/20

Date

### **Office Use Only:**

Security Deposit Check #        Certificate of Insurance        Host Liquor Liability         
 Fees Received        Park Map(s)        Police Dept.         
 Facility Use Calendar        Parade Calendar        DPW Pre-Approval       

\*Certificates of Insurance Reviewed by Village Insurance Carrier

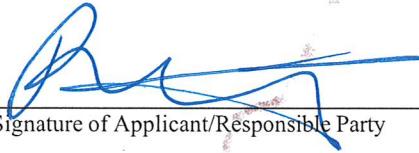
## INDEMNITY & HOLD HARMLESS

**FACILITY USER** does hereby covenant and agree to defend, indemnify and hold harmless the Village of Warwick from and against any and all liability, loss, damages, claims, or actions (including costs and

attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of the Village of Warwick property, facilities and/or services. I have read and understand the Facilities Use Requirements:

RICH DiCOSTANZO

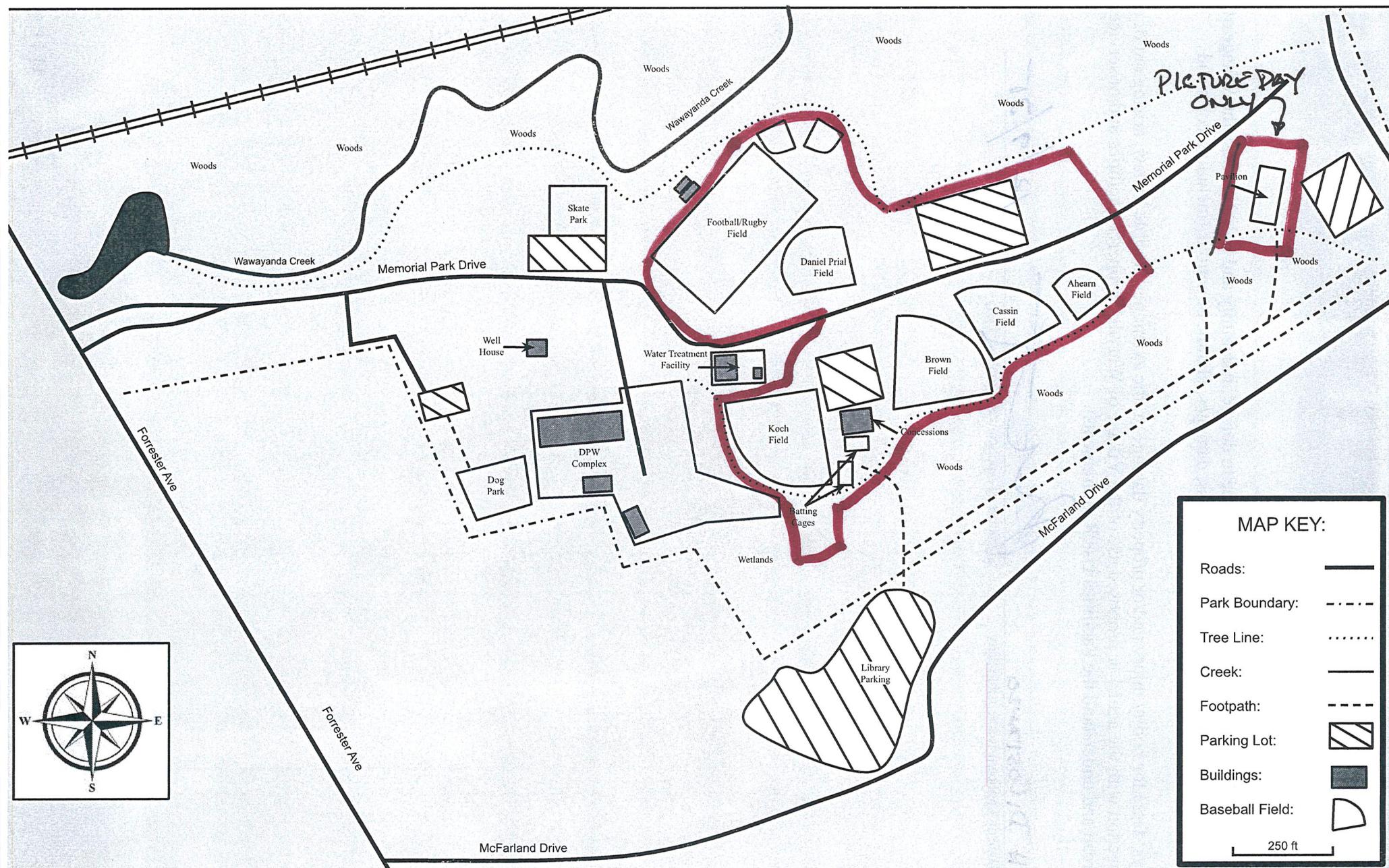
Printed Name of Applicant/Responsible Party



Signature of Applicant/Responsible Party

Date

12/9/20



# VETERANS MEMORIAL PARK

Village of Warwick 2024

77 Main Street  
Post Office Box 369  
Warwick, NY 10980  
www.villageofwarwick.org



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

**VILLAGE OF WARWICK**  
INCORPORATED 1867

**Budget Modification Request**

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

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

**GENERAL FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A9010.8000	State Retirement	18,840.00	3,064.20	Actual vs Budget Expense	A1320.4570	Police - Contracted Services	(3,064.20)	3,064.20
A5110.1000	Streets - Personal Service	194,791.37	8,000.00	Actual vs Budget Payroll	A5010.1200	DPW - WORKERS COMP SALARY	(1,205.91)	8,000.00
<b>TOTAL</b>		<b>3,064.20</b>			<b>TOTAL</b>		<b>3,064.20</b>	

**WATER FUND**

FROM Account Code	Account Description	Budget Approp. Balance	Transfer Request	Reason	TO Account Code	Account Description	Budget Approp. Balance	Transfer Amount
A8310.4550	Water Admin - Office Suppl/Maint	165,936.00	429.06	New Computer for Water Supervisor price increase	A8310.2350	Water Admin - Equipment	(429.06)	429.06
<b>TOTAL</b>		<b>429.06</b>			<b>TOTAL</b>		<b>429.06</b>	

Respectfully submitted,

*Sadie Andryshak*  
Sadie Andryshak

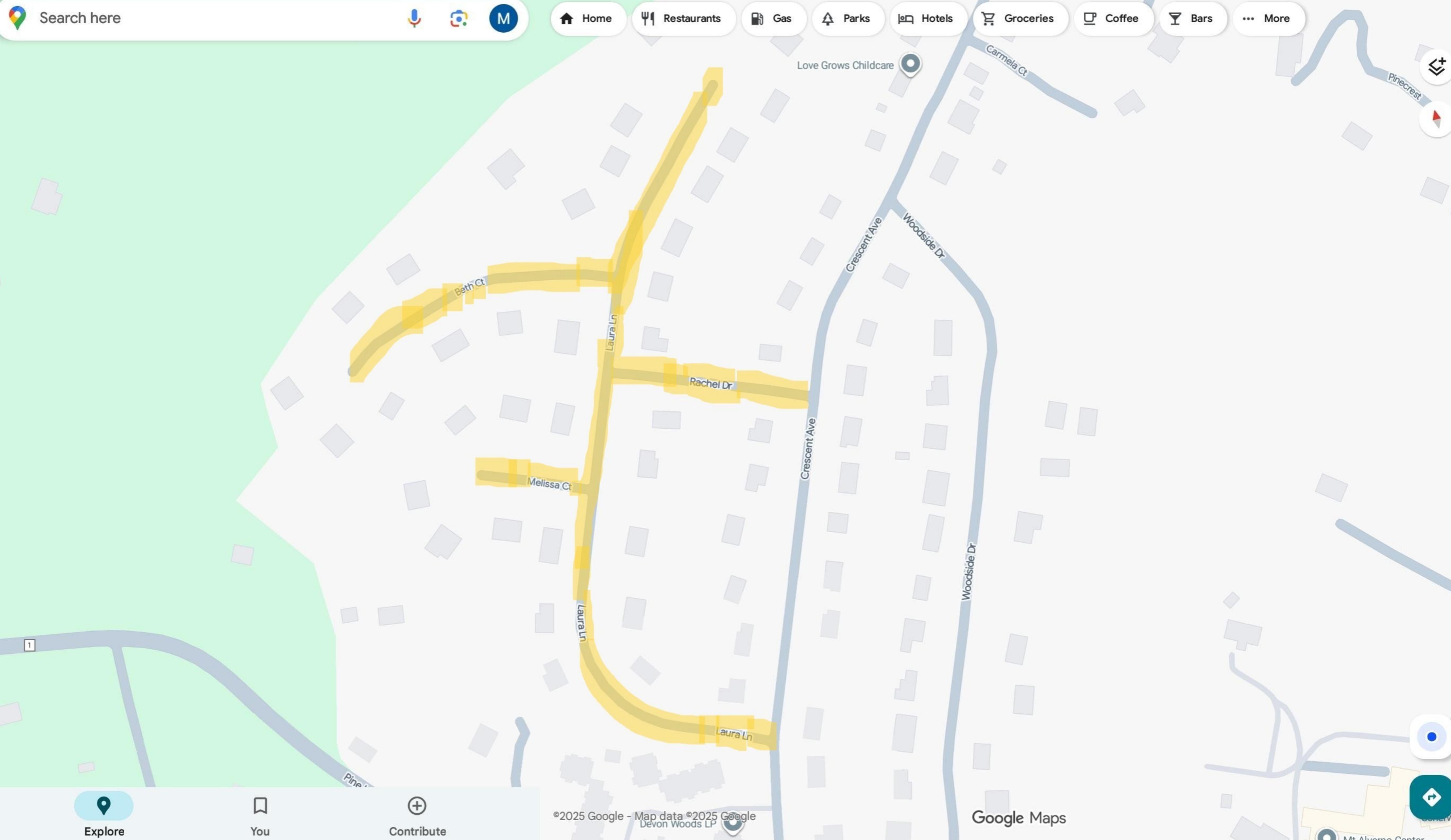
Village Treasurer

Backup Documentation: Negative Balance Listing Report

Report Date: 12/10/25

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

Account No	Description		Budgeted	Encumbered	Expended	Transfers	Reimbursed	Canceled	Balance	%used
A-1410-4950	Village Clerk - Records Management		80,000.00	47,085.00	43,509.80	0.00	0.00	0.00	10,594.80-	113.24
A-3120-4570	Police - Contracted Services		1,097,080.00	473,241.70	626,902.50	0.00	0.00	0.00	3,064.20-	100.28
A-5010-1200	DPW - WORKERS COMP SALARY		0.00	0.00	1,205.91	0.00	0.00	0.00	1,205.91-	0.00
A-5110-4930	Streets - Road Paving		100,000.00	0.00	169,074.76	0.00	0.00	0.00	69,074.76-	169.07
A-9950-9000	TRANSFER TO CAPITAL PROJECTS FUND		0.00	0.00	25,000.00	0.00	0.00	0.00	25,000.00-	0.00
<b>Fund Total</b>		1,277,080.00	520,326.70	865,692.97	0.00	0.00	0.00	0.00	108,939.67-	108.53
F-8310-2350	Water Admin - Equipment		2,859.00	0.00	3,288.06	0.00	0.00	0.00	429.06-	115.01
F-8340-2350	Trans/Dist - Equipment		3,500.00	0.00	55,895.41	0.00	0.00	0.00	52,395.41-	*****
<b>Fund Total</b>		6,359.00	0.00	59,183.47	0.00	0.00	0.00	0.00	52,824.47-	930.70
<b>Year Total</b>		1,283,439.00	520,326.70	924,876.44	0.00	0.00	0.00	0.00	161,764.14-	112.60



**EASEMENT AGREEMENT**  
**VILLAGE OF WARWICK WITH McFARLAND TRUST**

This Agreement, dated \_\_\_\_\_, 2025, by and between the Village of Warwick, a municipal corporation with an office at Village Hall, 77 Main Street, Warwick, New York 10990 (“Village”) and Donald Ray McFarland Revocable Lifetime Trust, with a mailing address of P. O. Box 97, Warwick, New York 10990 (“McFarland”)

WHEREAS: The Village owns real property identified as Tax Map No. 54-1-3.1, which property includes the Village’s Well #3. McFarland owns adjacent real property identified as Tax Map No. 54-1-40 (the “Property”). The Village seeks to install a water treatment waste line and a gas line to service Well #3 and to connect those lines to the existing sewer and gas mains located in Homestead Village Drive, and install a driveway and gate. To do so, the Village seeks to install the waste and gas lines in an existing easement, dated March 4, 2014, recorded in the County Clerk’s office on March 24, 2014 in Liber 13731, page 951 (annexed hereto in Schedule A), through the Property, and McFarland has agreed to grant such easement, subject to the terms and conditions of this Agreement. In addition, the Village possesses an existing prescriptive water line easement across the Property, which easement contains a Village waterline, and the parties seek to memorialize that easement in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. McFarland does hereby grant to the Village a 20-foot-wide permanent easement in, on, under and across the Property for the purposes of installation, improvement, replacement, repair and maintenance of the water treatment waste and gas lines and of a driveway and gate in the general vicinity of the terminus of this easement at the Homestead Village Condominium property line. The driveway shall be approximately 12 feet wide, surfaced with pervious materials, such as gravel and millings, and shall be constructed within the Easement Area. The gate shall be installed in the vicinity of the property line with Homestead Village.

A. To the extent that the planned location of the gas and waste line installation varies from the previously recorded easement specified above, Village shall endeavor to ensure that such installation is as close to the tree line and/or property line as is possible so as to maximize uninterrupted acreage for planting by McFarland. Once the planned installation of the lines and driveway are marked out, McFarland’s counsel shall be notified. McFarland shall be granted ten business days to make any objection to the planned location of the lines and driveway. In the event of any objections, the Village and McFarland shall work together to modify the plan to address the objections to the extent that field conditions make corrective modification feasible.

2. In addition, McFarland ratifies and grants to the Village a 20-foot-wide permanent easement in, on, under and across the Property for the purposes of improvement, replacement, repair and maintenance of the Village’s existing water line, as described in Schedule B annexed and as shown on the Easement Location Plan designated as “Proposed 20’ Wide Water Service Easement”, prepared by Engineering & Surveying Properties, dated May 5, 2025, also annexed in Schedule B.

3. The boundaries of the two easements are described in Schedules A and B, respectively, annexed hereto and made a part hereof and are depicted on the Easement Location Plan in Schedule B (each an “Easement Area”). To the extent that the actual field location of the lines varies from these descriptions, McFarland will receive notice of a revised Schedule B.

4. Upon execution of this Agreement, the Village shall pay to McFarland the sum of Ten Thousand (\$10,000.00) Dollars. In addition, McFarland shall have the right to receive 4,000 gallons per year of untreated water from Well #3 for agricultural purposes at no cost. McFarland may receive additional untreated water from Well #3 for agricultural purposes at the rate of one-third (1/3) of the then in-Village rate, which in-Village rate may be amended from time to time by the Board of Trustees. McFarland agrees that if the Village imposes water use restrictions upon all properties receiving water from Well #3, McFarland’s water use shall be subject to such restrictions.

5. The Village makes no warranties or representations regarding the constituents or quality of the untreated water. McFarland agrees that its receipt and use of the untreated water is at McFarland’s sole risk, and McFarland agrees to and shall indemnify and hold the Village harmless from all injury and damages to McFarland and any third party, and McFarland waives all claims against the Village regarding its receipt and use of the untreated water.

6. The Village shall not construct fencing in or along either Easement Area.

7. No structure, trees or other obstacles whatsoever shall be constructed, planted, installed or placed in the Easement Area. In addition, if the Village or its contractors perform work in either Easement Area, the Village and its contractors shall not be responsible for any damage to trees, roots or crops within the Easement Area.

8. Prior to commencement of any work in the Easement Area, the Village and its contractors shall obtain and maintain liability insurance policies in the amount of not less than \$1,000,000/occurrence and \$2,000,000/aggregate, and McFarland shall be an additional insured on such policies. Prior to commencement of such work, certificate(s) of this insurance coverage shall be provided to McFarland. The Village shall maintain this liability coverage in perpetuity and agrees to indemnify McFarland, or any successor to its ownership interests, for any damages to the real property encumbered by these Easement Areas where the damage or loss arises from the Village’s use of these Easement Areas or the failure (by the Village, its contractors or its agents) to maintain the gas, waste and water lines installed within these Easement Areas.

9. All equipment, goods, materials and fixtures installed by the Village or its contractors in the Easement Area shall remain the property and responsibility of the Village.

10. Upon completion of any installation, maintenance or improvement work performed by the Village, its agents or its contractors in the Easement Area, any disturbed areas shall be restored to substantially the same condition as prior to commencement of the work.

11. The exclusive jurisdiction for any claim or controversy arising out of or relating to this Agreement shall be the state supreme court, County of Orange, and each party irrevocably waives any objection to the venue of any such action or proceeding brought in such court.

12. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision(s).

13. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

14. This Agreement shall run with the land and shall inure to the benefit of and bind the parties and their respective successors, transferees, heirs and assigns.

Village of Warwick

Donald Ray McFarland Revocable  
Lifetime Trust

By: \_\_\_\_\_  
Michael Newhard, Mayor

By: Donald R. McFarland  
Donald R. McFarland, Trustee

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

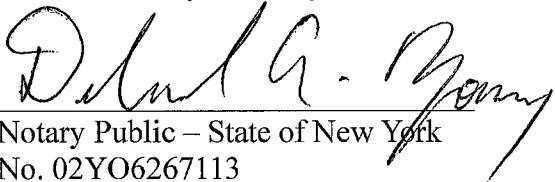
On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came Michael Newhard, to me known who, being duly sworn, did depose and say that he resides at \_\_\_\_\_, New York; that he is the duly elected Mayor of the Village of Warwick, New York, the municipal corporation described in and which executed the foregoing instrument, and that he signed his name thereto in such capacity.

Notary Public – State of New York

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

On the 9<sup>th</sup> day of December, 2025, before me personally came Donald R. McFarland, to me known who, being duly sworn, did depose and that he resides at 1668 State Hwy 17A,

Warwick, New York, that he is the Trustee of the Donald Ray McFarland Revocable Lifetime Trust, the Trust described in and which executed the above instrument; and that he signed his name thereto by authority of said Trust.



Notary Public – State of New York  
No. 02YO6267113  
Qualified in Orange County  
My Commission Expires: 08/13/2028

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

Warren C. McFarland  
Donald R. McFarland  
TO  
Village of Warwick

SECTION 4 BLOCK 1 LOT 25-13

RECORD AND RETURN TO:  
(name and address)



Douglas R. Stage, Esq.  
Stage & Nathans, LLP  
23 West Street  
Warwick, New York 10990

THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED    MORTGAGE    SATISFACTION    ASSIGNMENT    OTHER R + & Way

## PROPERTY LOCATION

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)	NO PAGES <u>6</u> CROSS REF. _____
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)	CERT. COPY _____ ADD'L X-REF. _____
2003 SO. BLOOMING GROVE (VLG)	4203 MONTGOMERY (VLG)	MAP# _____ PGS. _____
2289 CHESTER (TN)	4205 WALDEN (VLG)	
2201 CHESTER (VLG)	4489 MOUNT HOPE (TN)	PAYMENT TYPE: CHECK <input checked="" type="checkbox"/>
2489 CORNWALL (TN)	4401 OTISVILLE (VLG)	CASH _____
2401 CORNWALL (VLG)	4600 NEWBURGH (TN)	CHARGE _____
2600 CRAWFORD (TN)	4800 NEW WINDSOR (TN)	NO FEE _____
2800 DEERPARK (TN)	5089 TUXEDO (TN)	
3089 GOSHEN (TN)	5001 TUXEDO PARK (VLG)	Taxable CONSIDERATION \$ _____
3001 GOSHEN (VLG)	5200 WALLKILL (TN)	TAX EXEMPT _____
3003 FLORIDA (VLG)	5489 WARWICK (TN)	Taxable MORTGAGE AMT. \$ _____
3005 CHESTER (VLG)	5401 FLORIDA (VLG)	
3200 GREENVILLE (TN)	5403 GREENWOOD LAKE (VLG)	
3489 HAMPTONBURGH (TN)	5405 WARWICK (VLG)	
3401 MAYBROOK (VLG)	5600 WAWAYANDA (TN)	
3689 HIGHLANDS (TN)	5889 WOODBURY (TN)	
3601 HIGHLAND FALLS (VLG)	5801 HARRIMAN (VLG)	
3889 MINISINK (TN)	5809 WOODBURY (VLG)	
3801 UNIONVILLE (VLG)	CITIES	
4089 MONROE (TN)	0900 MIDDLETOWN	
4001 MONROE (VLG)	1100 NEWBURGH	
4003 HARRIMAN (VLG)	1300 PORT JERVIS	
4005 KIRYAS JOEL (VLG)	9999 HOLD	

**MORTGAGE TAX TYPE:**  
 (A) COMMERCIAL/FULL  
 (B) 1 OR 2 FAMILY  
 (C) UNDER \$10,000  
 (E) EXEMPT  
 (F) 3 TO 6 UNITS  
 (I) NAT.PERSON/CR. UNION  
 (J) NAT.PER-CR.UN/1 OR 2  
 (K) CONDO

*Ann G. Rabbitt*

ANN G. RABBITT  
ORANGE COUNTY CLERK

Received From Ora

RECORDED/FILED  
03/24/2014/ 12:20:08  
ANN G. RABBITT  
County Clerk  
ORANGE COUNTY, NY  
FILE#20140024802  
WRW / BK 13731PG 0951  
RECORDING FEES 80.00  
TTX# 005003 T TAX 0.00  
Receipt#1736589 mag



**EASEMENT AGREEMENT**

THIS INDENTURE, made the 4th March day of February, 2014, between Warren C. McFarland, residing at 1663 State Route 17A, P. O. Box 16, Warwick, New York 10990 and Donald R. McFarland, residing at 1664 State Route 17A, P.O. Box 97, Warwick, New York 10990, who are the owners of certain real property designated on tax map of the Town of Warwick as Section 54 Block 1 Lot 25.13, party of the First part, and The Village of Warwick, New York, having their principal place of business at 77 Main Street, Warwick, New York 10990, party of the Second part,

WITNESSETH, the party of the First part in consideration of \$10.00, lawful money of the United States and other good and valuable consideration paid by the party of the Second part does hereby grant and release unto the party of the Second part, its heirs and it assigns forever, a permanent easement for the purpose of maintaining a water line for premises owned by the Village of Warwick on certain parcel of real property known on the Warwick tax map as Section 54, Block 1, Lot 25.313. Such easement shall run from the subject parcel owned by the Village of Warwick to adjoining lands owned by the Homestead Village Homeowners Association, Inc. Said easement is granted to grant the Village of Warwick the right to distribute water through an existing water line to the Homestead Village Homeowners Association, Inc., and to maintain said line.

And the party of the First part does hereby grant to the party of the Second part a permanent easement for maintenance of the water line running from the above mentioned parcel owned by the Village of Warwick that is recorded in Liber 1412 in the Orange County Clerk's Office at page 249 to the Homestead Village Homeowners Association, Inc. in a northeasterly direction to the property line of the Homestead Village Homeowners Association, Inc. recorded

the Orange County Clerk's Office at page 283. Said easement is further described in **Exhibit 1, attached hereto.**

The Village of Warwick shall be responsible for all future installations, repair and maintenance of said water line. Said easement has a twenty foot wide width and runs from lands of the party of the First part to the property line of Homestead Village Homeowners Association, Inc.

This easement and the provisions hereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, assigns, and lessees of the parties hereto.

Warren C. McFarland  
Warren C. McFarland

Donald R. McFarland  
Donald R. McFarland

Village of Warwick

Michael J. Newhard  
by Michael J. Newhard, Mayor

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

On the ~~6<sup>th</sup>~~ <sup>Feb 6<sup>th</sup> 2014</sup> day of ~~March~~, 2013 before me the undersigned, a Notary Public in and for said State, personally appeared Warren C. McFarland 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.

Peter D. Barlet  
NOTARY PUBLIC

PETER D. BARLET  
NOTARY PUBLIC, State of New York  
No. 4661099  
Qualified in Orange County  
Commission Expires March 30, 2014

STATE OF NEW YORK  
COUNTY OF ORANGE

)

)ss.:

On the 11<sup>th</sup> day of February, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared DONALD R. McFARLAND, 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.

  
NOTARY PUBLIC

JANETA HELLER  
Notary Public, State of New York  
No. 01HE5018155  
Qualified in Orange County  
Commission Expires September 20, 2017

STATE OF NEW YORK  
COUNTY OF ORANGE

)

March

)ss.:

On the 4<sup>th</sup> day of February, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared MICHAEL J. NEWHARD, 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.

  
NOTARY PUBLIC

JO-ANN ROME  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01RO6193693  
Qualified in Orange County  
My Commission Expires September 22, 2016

*John A. McGloin*

PROFESSIONAL LAND SURVEYOR  
P.O. BOX 636 32 COLONIAL AVENUE  
WARWICK, NEW YORK 10990  
(845) 986-1262 FAX: (845) 986-1577

## Water line Easement

All that plot, piece or parcel of land, situate, lying and being in the Town of Warwick, County of Orange and State of New York known and designated as "Proposed Waterline Easement" as shown on that certain map entitled "Minor Subdivision Plan for McFarland Property" to be filed in the Orange County Clerk's Office and being more particularly bounded and described as follows:

Beginning at a point in the northeasterly boundary of the lands now or formerly Village of Warwick (liber 1412 page 249) where the same is intersected by the lands now or formerly McFarland (liber 1977 page 859), said point being located N68°07'27"W a distance of 12.08 feet from the easterly most corner of the lands now or formerly Village of Warwick (liber 1412 page 249) and running thence along the division line between the lands now or formerly Village of Warwick (liber 1412 page 249) and the lands now or formerly McFarland (liber 1977 page 859) N68°07'27"W a distance of 20.02 feet to a point; thence through the lands now or formerly McFarland (liber 1977 page 859) the following six (6) courses and distances:.

1. N19°19'00"E a distance of 94.60 feet to a point,
2. N23°33'00"E a distance of 131.57 feet to a point,
3. N31°51'00"E a distance of 51.39 feet to a point,
4. N43°53'45"E a distance of 41.67 feet to a point,
5. N84°48'35"E a distance of 64.32 feet to a point,

1/29/14

6. N67°15'00"E a distance of 65.39 feet to a point;

thence along the lands now or formerly Homestead Village Homeowners Association Inc. (liber 3488 page 283) S32°12'32"E a distance of 20.28 feet to a point; thence through the lands now or formerly McFarland (liber 1977 page 859) the following six (6) courses and distances:

1. S67°15'00"W a distance of 71.79 feet to a point,
2. S84°48'35"W a distance of 59.97 feet to a point,
3. S43°53'45"W a distance of 32.10 feet to a point,
4. S31°51'00"W a distance of 47.83 feet to a point,
5. S23°33'00"W a distance of 129.38 feet to a point,
6. S19°19'00"W a distance of 94.76 feet to the point of beginning. Containing 0.203 plus or minus acres.

## GENERAL NOTES:

1. TAX MAP IDENTIFICATION NUMBER: SECTION 54, BLOCK 1, LOT 3.1

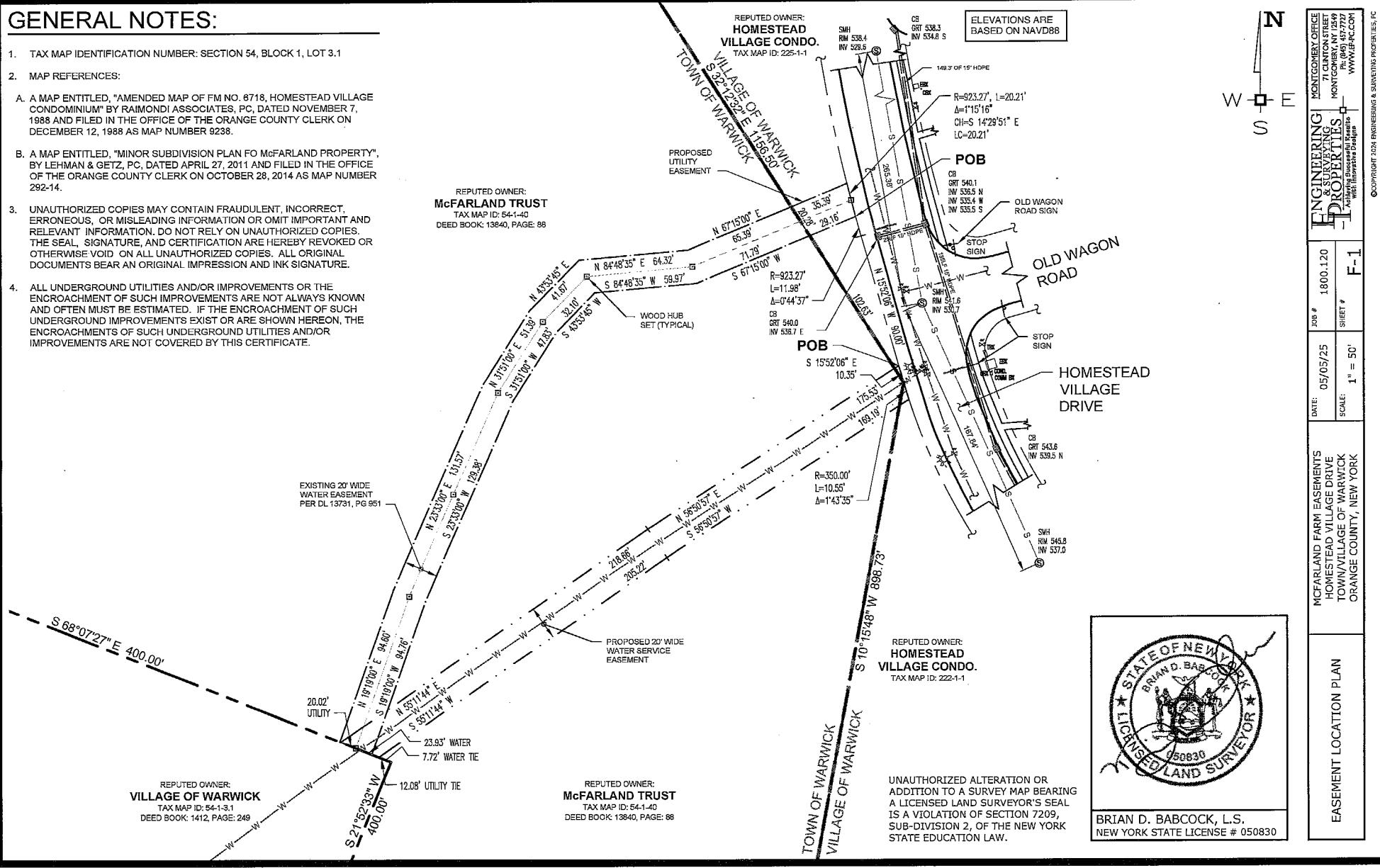
2. MAP REFERENCES:

A. A MAP ENTITLED, "AMENDED MAP OF FM NO. 8718, HOMESTEAD VILLAGE CONDOMINIUM" BY RAIMONDI ASSOCIATES, PC, DATED NOVEMBER 7, 1988 AND FILED IN THE OFFICE OF THE ORANGE COUNTY CLERK ON DECEMBER 12, 1988 AS MAP NUMBER 9238.

B. A MAP ENTITLED, "MINOR SUBDIVISION PLAN FO McFARLAND PROPERTY", BY LEHMAN & GETZ, PC, DATED APRIL 27, 2011 AND FILED IN THE OFFICE OF THE ORANGE COUNTY CLERK ON OCTOBER 28, 2014 AS MAP NUMBER 292-14.

3. UNAUTHORIZED COPIES MAY CONTAIN FRAUDULENT, INCORRECT, ERRONEOUS, OR MISLEADING INFORMATION OR OMIT IMPORTANT AND RELEVANT INFORMATION. DO NOT RELY ON UNAUTHORIZED COPIES. THE SEAL, SIGNATURE, AND CERTIFICATION ARE HEREBY REVOKED OR OTHERWISE VOID ON ALL UNAUTHORIZED COPIES. ALL ORIGINAL DOCUMENTS BEAR AN ORIGINAL IMPRESSION AND INK SIGNATURE.

4. ALL UNDERGROUND UTILITIES AND/OR IMPROVEMENTS OR THE ENCROACHMENT OF SUCH IMPROVEMENTS ARE NOT ALWAYS KNOWN AND OFTEN MUST BE ESTIMATED. IF THE ENCROACHMENT OF SUCH UNDERGROUND IMPROVEMENTS EXIST OR ARE SHOWN HEREON, THE ENCROACHMENTS OF SUCH UNDERGROUND UTILITIES AND/OR IMPROVEMENTS ARE NOT COVERED BY THIS CERTIFICATE.





Montgomery Office:

71 Clinton Street  
Montgomery, NY 12549

Goshen Office:

262 Greenwich Ave, Ste B  
Goshen, NY 10924

(845) 457 - 7727

[www.EngineeringPropertiesPC.com](http://www.EngineeringPropertiesPC.com)

**DATE: May 1, 2025**

**W.O. # 1800.120**

**VILLAGE/TOWN OF WARWICK**

**2024 TAX MAP ID. NO.: 225-1-1; 222-1-1 & 54-1-40**

### **PROPOSED WATER SERVICE EASEMENT DESCRIPTION**

All that certain lot, piece or parcel of land, situate, lying and being in the Village and Town of Warwick, County of Orange and State of New York and being known as a proposed 20' wide water service easement over the reputed lands of Homestead Village Condominiums and the reputed lands of the McFarland Trust in favor of the Village of Warwick and being more accurately bounded and described as follows:

Beginning at a point in the westerly sideline of Homestead Village Drive and being the northerly most corner of the herein described parcel

THENCE, from said point of beginning and along the said westerly sideline of Homestead Village Drive, South 15 degrees 52 minutes 06 seconds East a distance of 10.35 feet to a point of curvature, said point also being at the intersection of the said westerly sideline of Homestead Village drive and the easterly most corner of the reputed lands of the McFarland Trust;

THENCE, along the same and a curve to the left, having a radius of 350.00 feet, an arc length of 10.55 feet as formulated by the central angle, 01 degrees 43 minutes 35 seconds to a point;

THENCE, in part through the reputed lands of Homestead Village Condominiums and in part the said reputed lands of the McFarland Trust, South 56 degrees 50 minutes 57 seconds West a distance of 169.19 feet to a point;

THENCE, through the same, South 55 degrees 11 minutes 44 seconds West a distance of 205.22 feet to a point;

THENCE, along the reputed lands of the Village of Warwick, North 68 degrees 07 minutes 27 seconds West a distance of 23.93 feet to a point;

THENCE, through the said reputed lands of the McFarland Trust, North 55 degrees 11 minutes 44 seconds East a distance of 218.66 feet to a point;

THENCE, through the same, North 56 degrees 50 minutes 57 seconds East a distance of 175.53 feet to the point or place of beginning;

Containing 7,685 square feet of land more or less as surveyed by Engineering & Surveying Properties, PC on May 1, 2025, adopting filed map 9238-88 for the basis of bearing.

THIS REVOCABLE NON-EXCLUSIVE LICENSE, made \_\_\_\_\_, 2025,

GRANTED BY:

The HOMESTEAD VILLAGE HOMEOWNERS ASSOCIATION, INC., Homestead Village Drive, Warwick, New York 10990 ("HVHA"), GRANTOR

GRANTED TO:

The VILLAGE OF WARWICK, 77 Main Street, Warwick, New York 10990 ("VILLAGE"), GRANTEE

WHEREAS: The VILLAGE owns certain real property identified as Tax Map No. 223-1-3, which property includes the VILLAGE's Well #3. HVHA owns real property identified as Tax Map No. 225-1-1 ("HV Property"), which is a common area of the HVHA condominium and adjoins Homestead Village Drive. The VILLAGE seeks to connect a water treatment waste line and a gas line to the existing sewer and gas mains located in Homestead Village Drive, and to do so, seeks to install, improve, repair and maintain the waste and gas lines and a driveway in the license area, which is described in Schedule A annexed hereto and made a part hereof. HVHA agrees to grant a revocable non-exclusive license to the VILLAGE for such purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, HVHA does hereby grant a revocable non-exclusive license to the VILLAGE for use of the HV Property for the purposes of installation, improvement, repair and maintenance of a waste line, gas line, driveway and related improvements (the "Work") on the following terms and conditions:

1. This License shall apply only to the property described in Schedule A annexed hereto, provided, however, that the VILLAGE shall have the right of reasonable ingress and egress on and over the HV Property as necessary for the limited purposes of carrying out the Work and this License.

2. In consideration of grant of this License, the VILLAGE shall pay HVHA Five Hundred and 00/100 Dollars (\$500.00), receipt of which is hereby acknowledged.

3. Prior to commencement of the Work, the VILLAGE and its contractors shall maintain liability insurance policies in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) and HVHA shall be an additional insured on the policies. Prior to commencement of the Work, certificate(s) of such insurance listing HVHA as additional insured shall be provided to HVHA.

4. It is expressly understood and agreed that all equipment, goods, materials and fixtures installed by the VILLAGE or its contractors with respect to the Work shall remain the property and responsibility of the VILLAGE.

5. The Work shall be completed within a reasonable time after commencement. Upon completion, any HV Property disturbed by the Work shall be restored to substantially the same condition as prior to the Work.

6. The VILLAGE is fully responsible for the Work and for all maintenance, repairs and proper functioning of the equipment installed pursuant to the Work, and the VILLAGE shall hold harmless and indemnify HVHA for any claims, losses, damages, lawsuits, including reasonable attorneys' fees, arising out of the operation of the equipment and use of the license area, including, without limitation, violations, governmental directives or claims for damages due to negligence or other wrongful conduct of the VILLAGE, its officers, agents, employees and contractors. The VILLAGE agrees to notify HVHA in writing of any violations, directives or notices that the VILLAGE or anyone or any entity acting through the VILLAGE or on its behalf receives in connection with this License and the use and operation of the waste line, gas line, driveway and related improvements.

7. This License may be revoked by HVHA on not less than ninety (90) days written notice to the VILLAGE at the address set forth above by certified mail or personal delivery to the Village Clerk.

8. This License Agreement fully expresses the entire agreement between the parties. The terms of this License Agreement cannot be changed or modified except in writing executed by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date written above.

Homestead Village Homeowners Association, Inc.

By: Kathy Bigliano  
Kathy Bigliano, President  
Authorized by Resolution of the Board of Directors adopted on June 30, 2025.

Village of Warwick

By: Michael Newhard, Mayor  
Authorized by Resolution of the Board of Trustees adopted on \_\_\_\_\_, 2025.

[Acknowledgements on Next Page]

STATE OF NEW YORK:

ss:

COUNTY OF ORANGE:

On the 3<sup>rd</sup> day of July, 2025, before me, the undersigned, a notary public in and for the State of New York, personally appeared Kathy Biglano, 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 she executed the same on behalf of Homestead Village Homeowners Association, Inc., in her capacity and that by her signature on the instrument, HVHA, Inc., executed the instrument.

Laurie Ciavarra

Notary Public

LAURIE CIAVARRA  
Notary Public, State of New York  
No. 01CI4731559  
Qualified In Kings County  
Commission Expires September 30, 2026

STATE OF NEW YORK:

ss:

COUNTY OF ORANGE:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a notary public in and for the State of New York, personally appeared Michael Newhard, 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 on behalf of the Village of Warwick in his capacity and that by his signature on the instrument, the Village executed the instrument.

\_\_\_\_\_  
Notary Public