



SPECIAL BOARD OF TRUSTEES MEETING AGENDA

June 18, 2024 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

Phone: 845-354-0400 | Fax: 845-354-4097

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. June 4, 2024

RESOLUTIONS/DISCUSSIONS

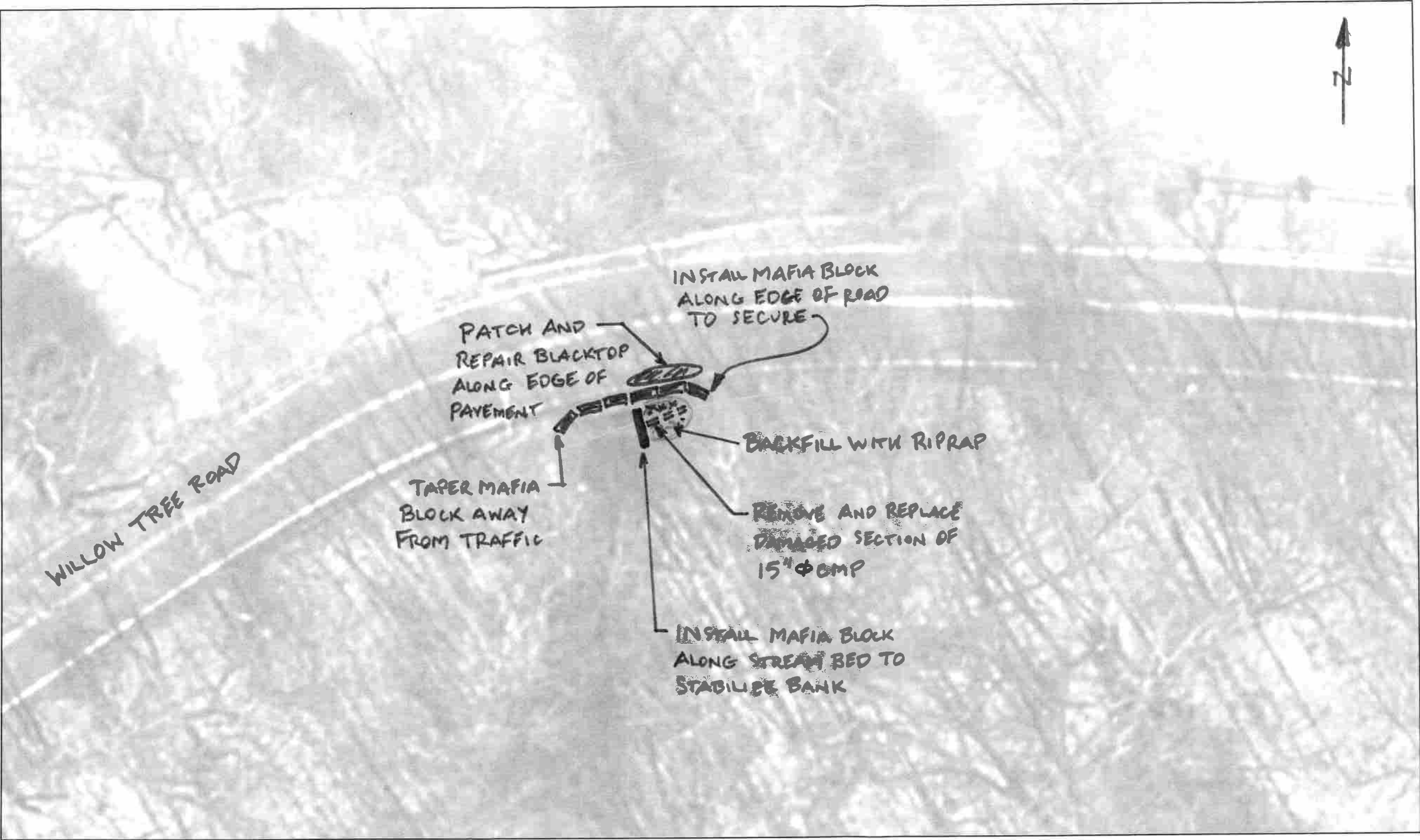
- [2.](#) Resolution Authorizing the Emergency Repair on Willow Tree Road
- [3.](#) Resolution Approving Indemnification & Hold Harmless Agreement for 2 Ardley Place
4. Resolution Authorizing Zarin & Steinmetz to Represent the Village for Litigation
- [5.](#) Authorizing the Contract with Colliers Engineering for the Review of a Traffic Study

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



REV	DESCRIPTION	DATE



CIVIL DESIGN WORKS
LLC

- CIVIL ENGINEERING CONSULTANTS AND DESIGNERS -
WWW.CIVILDESIGNWORKS.COM

NEW YORK OFFICE (MAIN):
19 SQUADRON BLVD · SUITE#4
NEW CITY · NEW YORK · 10956
TEL: 845-266-6441

NEW JERSEY OFFICE:
17 ARROWHEAD ROAD
OAKLAND · NEW JERSEY · 07436
TEL: 201-644-7530

SEAL:

PROJECT:
**WILLOW TREE ROAD CULVERT
EMERGENCY REPAIR**
VILLAGE OF WESLEY HILLS
ROCKLAND COUNTY, NEW YORK

SHEET TITLE:
WORK PLAN

DISCLAIMER:
UNAUTHORIZED ALTERATION OR ADDITIONS TO THESE
PLANS IS A VIOLATION OF THE N.Y.S. EDUCATION LAW,
ARTICLE 145, SECTION 7209, SUBSECTION 2.

DRAWN BY: SS CHECKED BY: GM

DATE: 6.14.24 PROJECT NO: W124-101

SCALE: 1"=30'

SHEET NUMBER:
C-100.0



21 Holt Drive Stony Point, NY 10980

845-429-0497

Submitted to Owner:

Village of Wesley Hills
42 Willow Tree RD
Attn: Glen McCreedy
gmccreedy@civildesignworks.com

PROPOSAL

DATE: 6/14/2024

RE : Stream Repair

JOB NAME/LOCATION	
Schedule for Completion of Work:	
APPROXIMATE STARTING DATE:	
APPROXIMATE COMPLETION DATE:	
THE CONTRACTOR AND OWNER HAVE DETERMINED	
☐ IS OF THE ESSENCE	☐ IS NOT OF THE ESSENCE

WE PROPOSE TO:

Install new section of 15" HDPE Ty into old cmp Set mafia block along stream.

Backfill with rep rap install mafia block on edge of road to secure

traffic when finished patch blacktop swale.

\$ 15,875.00

Extra for traffic control signs + flag men

\$ 4,300.00

This proposal does not include the following: any unforeseen obstacles and/or obstructions, rock excavation, major de-watering, permits, fees, stake-outs, engineering costs or removal of hazardous materials if present.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum Of :

Twenty thousand one hundred seventy-five

\$20,175.00

Payment Schedule: One-third deposit; balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature:

CONTRACTOR

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: I have read this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____
(CONTRACTOR)

Signature Date 6/14/2024
(OWNER)

Additional Notices to Owner

Right to Stop Work: If any payment under this agreement is not made when due, the contractor may suspend work on the job until such time as all payments due have been made.

Notice of Lien: The contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable Lien Laws.

Cancellation: The owner has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after he/she signs the contract. Cancellation must be done by giving the contractor a written notice indicating the owners intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payments made under this contract, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the contractor of a cancellation notice. Any security interest arising out of this transaction will be canceled.

RECEIVED

Item 3.

APR - 4 2024

VILLAGE OF WESLEY HILLS



Richard H. Sarajian
Direct Line: (845) 205- 4553
Email: rsarajian@sbnewyorklaw.com

Paul S. Baum
Direct Line: (845) 205-4556
Email: pbaum@sbnewyorklaw.com

SARAJIAN & BAUM
PLLC

155 North Main Street
New City, New York 10956

March 29, 2024

Doris Ulman, Esq.
Deputy Village Attorney
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

Re: Rosenfeld
2 Ardley Place

Dear Ms. Ulman:

I am enclosing the proposed Declaration of Drainage Easement and Indemnity Agreement with regard to the above matter. These documents are submitted to comply with Comments #8 and #10 of the June 9, 2023 letter of Matthew Trainer from Brooker Engineering.

The applicant seeks approval from the Village Board to permit a fence and hedges to remain in the drainage easement on the westerly side of the property and will agree to defend and indemnify the Village from all losses and damages.

Kindly advise what is required in order to place this matter on an agenda of the Village Board for discussion.

Thank you for your attention and consideration.

Very truly yours,

SARAJIAN & BAUM, PLLC

PAUL S. BAUM

PSB/seb
Enc.
Cc: Zoning Board of Appeals

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT (hereinafter "Agreement") made this ____ day of December 2023 between YITZCHOK ROSENFELD, whose address is 2 Ardley Place, Wesley Hills, NY 10952 (the "Indemnitor") and VILLAGE OF WESLEY HILLS, a municipal corporation with an address of 432 Route 306, Wesley Hills, NY 10952 (the "Village").

PRELIMINARY STATEMENT

A. Indemnitor is the owner of the real property located in the Village of Wesley Hills, Town of Ramapo, County of Rockland, State of New York, located at 2 Ardley Place, known as S/B/L 41.10-1-20 on the Town of Ramapo Tax Map ("Property"); and

B. Indemnitor has constructed a fence and planted hedges (the "Improvements") within a 15' drainage easement that lies along the westerly side of the Property; and

C. Indemnitor desires to maintain the Improvements in their current location; and

D. The Village is willing to allow the Improvements to be maintained in the drainage easement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Improvements may remain within the drainage easement at the risk of the Indemnitor, its successors and/or assigns.

2. In the event the Village is required to excavate in the drainage easement in order to facilitate a repair or replacement of the line located within the drainage easement, the damage to any of the Improvements shall be at the risk of the Indemnitor. Should the Village need to remove or damage the Improvements in furtherance of maintenance of the drainage easement or its public improvements therein, the Indemnitor, its successors and/or assigns, will not make any claim against the Village for such damage. Any repairs required to be made to the Improvements on the Property will be done at the cost and expense of the Indemnitor and at no cost or expense to the Village.

3. Upon the request of the Village, the Indemnitor will remove any of the Improvements required for the Village to perform such maintenance or repairs in the drainage easement. Should the Indemnitor, or its successors and/or assigns, fail to promptly remove any such Improvements, then the Village may do so at the sole expense of the Indemnitor.

4. Indemnitor covenants and agrees, at its sole cost and expense, to defend, indemnify, protect, and save the Village harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed

upon, incurred by or asserted or awarded against the Village and arising from the Improvements being located in the drainage easement.

5. No delay on the Village's part in exercising any right, power or privilege under this agreement shall operate as a waiver of any such privilege, power or right.

6. If Indemnitor consists of more than one person or entity, the obligations and liabilities of each such person or entity under this Agreement shall be joint and several. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed but one instrument. The joint and several liability of each Indemnitor who executes such counterpart of this Agreement shall be unaffected by a failure of any other Indemnitor to execute this Agreement or any counterpart.

7. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by certified mail, return receipt requested: (i) if to Indemnitor at its address(es) stated on the first page hereof; and (ii) if to the Village, at its address stated on the first page hereof, or at such other address of which a party shall have notified the party giving such notice in writing in accordance with the foregoing requirements.

8. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9. Except as herein provided, this Agreement shall be binding upon and inure to the benefit of Indemnitor and the Village and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Indemnitor has caused this Agreement to be executed as of the date first written above.

Yitzchok Rosenfield

VILLAGE OF WESLEY HILLS

By: _____

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

On the _____ day of December, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Yitzchok Rosenfeld, 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

DECLARATION OF DRAINAGE EASEMENT

THIS DECLARATION OF DRAINAGE EASEMENT (this “Declaration”) made this ____ day of December, 2023 by YITZCHOK ROSENFELD, having an address at 2 Ardley Place, Monsey, NY 10952, (“Declarant”).

A. Declarant is the owner of certain real property consisting of the following:

1. Real property situate, lying and being in the Town of Ramapo, County of Rockland, New York and by deed from 29 Wilder LLC dated 12/22/20 and recorded in the Office of the Rockland County Clerk on 1/22/21 as Instrument No. 2021-00002668 and designated as Tax Lot 41.10-1-19 on the Town of Ramapo Tax Map (the “Burdened Property”).

2. Real property situate, lying and being in the Town of Ramapo, County of Rockland, New York and by deed from Maria Antonietta Pentrelli dated 9/23/19 and recorded in the Office of the Rockland County Clerk on 10/2/19 as Instrument No. 2019-00028120 and designated as Tax Lot 41.10-1-20 on the Town of Ramapo Tax Map (the “Benefitted Property”).

B. Declarant wishes to grant an easement over the Burdened Property in favor of the Burdened Property for drainage purposes.

NOW, THEREFORE, for and in consideration of the Introductory Statement, which is deemed a material and substantive part of this Declaration, and other good and valuable consideration, Declarant hereby declares, grants, covenants and agrees as follows:

1. Declarant hereby establishes and grants a perpetual nonexclusive 10’ wide Easement over the Burdened Property and in favor of the Benefitted Property as more particularly described in Schedule A attached hereto, for the purpose of maintaining and/or repairing a drainage pipe (the “Drainage Easement”), subject to the covenants and conditions contained herein, such easement shall be deemed a covenant and easement running with and binding upon the land.

2. The owner of Benefitted Property shall be responsible for 100% of all costs and expenses incurred in connection with the installation, repair, replacement, and maintenance of the lines installed within the Drainage Easement (collectively the “Maintenance”).

3. All Maintenance shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the easement area by any person or entity having a right to use the easement. Declarant hereby grants and establishes a temporary license area for the Maintenance and for incidental encroachments upon the Burdened Property, which may occur as a result of any Maintenance performed, so long as such encroachments are kept within the reasonable requirements of work which is expeditiously pursued, and so long as customary insurance is maintained protecting the owners of the Burdened Property on which such work is being performed from the risks involved.

4. Upon completion of any work within the Drainage Easement, the owner of the Benefitted Lot, or their contractors, shall restore any disturbed area, including any disturbance of the temporary license area, to substantially the same condition which existed prior to such work and shall grade and seed any disturbed areas.

5. Any mortgages encumbering all or any portion of the Drainage Easement shall at all times be subordinate to the terms of this Declaration and any party foreclosing any such mortgage or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

ABY EAST LLC

By: _____
Yitzchok Rosenfield

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

On the ____ day of December in the year 2023 before me, the undersigned, personally appeared **YITZCHOK ROSENFELD** 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

Portion of
 Section: 41.10
 Block: 1
 Lots: 19
 Town: Ramapo
 County: Rockland

RECORD AND RETURN TO:

**PAUL S. BAUM, ESQ.
 SARAJIAN & BAUM PLLC
 155 NORTH MAIN STREET
 NEW CITY, NY 10956**

**10' WIDE DRAINAGE EASEMENT FOR TAX LOT 41.10-1-20 OVER TAX
LOT 41.10-1-19**

ALL That certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying, and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland and State of New York more particularly bounded and described as follows:

BEGINNING at a point on the Northerly line of tax lot 41.10-1-20, said point being S71°18'30"E, a distance of 74.24' from the Southwesterly corner of tax lot 41.10-1-19;

RUNNING THENCE through tax lot 41.10-1-19 the following courses and distances:

1. N 19°25'03" E, a distance of 9.05',
2. N 70°39'51" W, a distance of 59.46',
3. N 20°01'05" E, a distance of 126.42' to the existing drainage easement;

THENCE along the existing drainage easement S 70°56'20" E, a distance of 10.00';

THENCE through tax lot 41.10-1-19 the following courses and distances:

1. S 20°01'05" W, a distance of 116.46',
2. S 70°39'51" E, a distance of 59.35',
3. S 19°25'03" W, a distance of 18.94' to the Northerly line of tax lot 41.10-1-20;

THENCE along the Northerly line of tax lot 41.10-1-20 N 71°18'30" W, a distance of 10.01' to the POINT OF BEGINNING containing 1,948.44 Sq. Ft. More or less;

•
SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS ON RECORD



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

Item 3.

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☒ Individual	Rosenfield, Yitzchok	
☐ Corporation	Mailing address	SSN
☐ Partnership	2 Ardley Place	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Monsey NY 10952	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual		
☐ Corporation	Mailing address	SSN
☐ Partnership		
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC		
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
41.10-1-19	392611	2 Ardley Place	Wesley Hills	Rockland

Type of property conveyed (mark an X in applicable box)

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr></table>	month	day	year	Percentage of real property conveyed which is residential real property <u>100</u> % (see instructions)
month	day		year			
2 ☐ Residential cooperative	7 ☐ Office building					
3 ☐ Residential condominium	8 ☐ Four-family dwelling					
4 ☐ Vacant land	9 ☐ Other _____					
5 ☐ Commercial/industrial						

**Condition of conveyance
(mark an X in all that apply)**

- | | | |
|---|--|--|
| a. ☐ Conveyance of fee interest | f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. ☐ Option assignment or surrender |
| b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %) | g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G) | m. ☐ Leasehold assignment or surrender |
| c. ☐ Transfer of a controlling interest (state percentage transferred _____ %) | h. ☐ Conveyance of cooperative apartment(s) | n. ☐ Leasehold grant |
| d. ☐ Conveyance to cooperative housing corporation | i. ☐ Syndication | o. ☒ Conveyance of an easement |
| e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. ☐ Conveyance of air rights or development rights | p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3) |
| | k. ☐ Contract assignment | q. ☐ Conveyance of property partly within and partly outside the state |
| | | r. ☐ Conveyance pursuant to divorce or separation |
| | | s. ☒ Other (describe) <u>Declaration of Easement</u> |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		0.00
2.		0.00
3.		0.00
4.		0.00
5.		0.00
6.		0.00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name Yitzchok Rosenfeld	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



BROOKER ENGINEERING

a division of Weston & SampsonSM

74 Lafayette Avenue, Suite 501, Suffern, NY 10901
Tel: 845.357.4411

April 5, 2024

Village of Wesley Hills
432 Route 306
Wesley Hills, New York 10952

RECEIVED
VILLAGE OF WESLEY HILLS

Attn: Alicia Schultz, Deputy Village Clerk

APR 5 2024

Re: 2 Ardley Place
As-built Review (x3)

BUILDING,
PLANNING & ZONING

Dear Ms. Schultz,

Our office has reviewed the "Final Survey for 2 Ardley Pl", prepared by Anthony Celentano, P.L.S. last revised May 10, 2023. A site visit was last performed on April 5, 2024 to inspect the outstanding items within the Village right-of-way and installed drywells. At this time, we do not recommend the issuance of a Certificate of Occupancy.

It is noted that during the time of construction at 2 Ardley Place, improvements had been constructed on the property at 29 Wilder Road (Tax Lot 41.10-1-19) including a trampoline, play area, fencing, and landscaping. Considering that the two lots are separate lots this may cause issues with zoning and the approval for the adjacent Neighborhood Gathering at 29 Wilder Road, Congregation Kol Yakov, based on how the site is being utilized. Trampoline and playset improvements are not consistent with the adjacent Neighborhood Gathering's temporary special permit. Location of accessory structure(s) may require a variance for side setback and front yard setback. Please note that the Temporary Special Permit approved by the Village Board on August 24, 2022, as Resolution #22-26, will expire on August 31, 2024.

We offer the following comments regarding the review for recommendation of Certificate of Occupancy for 2 Ardley Place:

1. Due to the as-built impervious surface ratio and, Applicant to confirm that the installed drywell system provides sufficient volume to demonstrate a net decrease in peak runoff rates for the 100-year, 24-hour storm. Additional drainage mitigation may be required.
2. The maximum building height calculation has been corrected and is measured at 26.18' as noted in the Bulk Table. This requires a variance and is referred to the Zoning Board of Appeals for further consideration.
3. The pool patio encroaches the 15' pool setback requirements along the northern property line. This requires a variance and is referred to the Zoning Board of Appeals for further consideration.
4. The Bulk Table has been updated to indicate a maximum impervious surface ratio of 0.30, exceeding the allowable ratio of 0.25. This requires a variance and is referred to the Zoning Board of Appeals for further consideration.
5. The installed 4"/6" SDR-35 drainage pipes on the north side of building are shown encroaching into the adjacent property to the North (29 Wilder) and daylighting into a 15'-wide drainage easement on the North side of 29 Wilder. A 'Proposed 10' Wide Drainage Easement for Tax Lot 41.10-1-20 Over Tax Lot 41.10-1-19' is now shown on the as-built survey. Easement is subject to review and acceptance by Village Attorney. Easement shall be filed with Rockland County Clerk and a copy of filed easement be provided to our office for record.
6. During the site visit, it was found that the 4" and 6" SDR-35 drainage pipes are installed on top of the other at the point of daylight. Applicant to provide additional information on how these pipes were installed and where the secondary line is from. Standing water was found in all four of the installed catch basins on the north side of the building. Inverts of the pipes to be provided on the survey and positive conveyance of runoff through the installed pipes to be demonstrated.

7. Fence and hedges appear to be located within the westerly 15' wide drainage easement on top of an existing drainage pipe. Fence & hedges shall be relocated east outside of the easement.
8. Hedges and grading along eastern property line to be relocated within the property or Applicant to seek approval from the Village Board. Please note that the allowable height for a fence along the front lot line is 4 feet. A 6-foot fence in the front yard must be setback at least 4 feet (2/3rds its height) from the property line to be in conformance. The survey has been updated to reflect the relocation of the previously installed fence out of the right-of-way. The fence appears to encroach within the allowable setback and is not in conformance. Furthermore, a concern was raised for fence/hedge location as it relates to sufficient sight distance. The setbacks required per code will assist with this issue. Our office requests that the survey provide a 25' sight distance triangle.
9. Signoff from the Town of Ramapo for sewer connection to be provided.
10. Contractor to confirm location of water service curb box and curb box to be brought to grade.
11. Roof leader inverts to be provided once drywells are cleaned of accumulated soil.
12. It appeared that the ripped inlet protection and accumulated soil remain within the two accessible drywells. Drywells shall be cleaned of sediment, as necessary. Inlet protection for the two drywells to be removed.
13. Soil to be removed from the existing catch basin in the Wilder Road R.O.W. immediately.
14. Disturbed areas with the Wilder Road R.O.W. are to be repaired with topsoil and seed. Remains of the concrete base for fence poles to be removed. It appears seed and hay have been placed previously but have since been washed away.

Our office will continue our review upon submission of a revised survey and satisfaction to the outstanding comments above.

Sincerely,

Devon Palmieri

WESTON & SAMPSON, PE, LS, LA, Architects, PC
Devon Palmieri, EIT
Engineer III

Y:\VILLAGES\WH Wesley Hills\WH0171 - 2020 Plot Plans\2 Ardley Place\2024-04-05 As-Built Survey Review x3.docx

Richard H. Sarajian
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Paul S. Baum
Direct Line: (845) 205-4556
Email: pbaum@sbnewyorklaw.com



SARAJIAN & BAUM
PLLC

155 North Main Street
New City, New York 10956
Telephone: (845) 205-4558
Fax: (845) 213-2141

June 6, 2024

Benjamin Selig, Esq.
Village Attorney
Village of Wesley Hills
432 Route 306
Wesley Hills, New York 10952-1221

Re: Rosenfeld Indemnity Agreement
2 Ardley Place, Wesley Hills NY 10952

Dear Ben:

I appeared at the June 4, 2024 meeting of the Village Board to discuss this matter. The consensus of the Board was to grant permission to permit the fence and shrubs to remain in the easement. The Mayor was going to have you prepare a resolution of approval to be voted upon at the July meeting.

I am attaching an updated Indemnity Agreement for your review and approval. Kindly advise if same is acceptable and I will arrange for the signed Agreement to be delivered to you.

Thank you for your attention and consideration.

Very truly yours,

SARAJIAN & BAUM, PLLC

PAUL S. BAUM

PSB/vjl
Enc.

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT (hereinafter "Agreement") made this ____ day of June 2024 between YITZCHOK ROSENFELD, whose address is 2 Ardley Place, Wesley Hills, NY 10952 (the "Indemnitor") and VILLAGE OF WESLEY HILLS, a municipal corporation with an address of 432 Route 306, Wesley Hills, NY 10952 (the "Village").

PRELIMINARY STATEMENT

A. Indemnitor is the owner of the real property located in the Village of Wesley Hills, Town of Ramapo, County of Rockland, State of New York, located at 2 Ardley Place, known as S/B/L 41.10-1-20 on the Town of Ramapo Tax Map particularly bounded and described in Schedule "A" annexed hereto and made a part hereof (the "Property"); and

B. Indemnitor has constructed a fence and planted hedges (the "Improvements") within a 15' drainage easement that lies along the westerly side of the Property; and

C. Indemnitor desires to maintain the Improvements in their current location; and

D. The Village is willing to allow the Improvements to be maintained in the drainage easement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Improvements may remain within the drainage easement at the risk of the Indemnitor, its successors and/or assigns.

2. In the event the Village is required to excavate in the drainage easement in order to facilitate a repair or replacement of the line located within the drainage easement, the damage to any of the Improvements shall be at the risk of the Indemnitor. Should the Village need to remove or damage the Improvements in furtherance of maintenance of the drainage easement or its public improvements therein, the Indemnitor, its successors and/or assigns, will not make any claim against the Village for such damage. Any repairs required to be made to the Improvements on the Property will be done at the cost and expense of the Indemnitor and at no cost or expense to the Village.

3. Upon the request of the Village, the Indemnitor will remove any of the Improvements required for the Village to perform such maintenance or repairs in the drainage easement. Should the Indemnitor, or its successors and/or assigns, fail to promptly remove any such Improvements, then the Village may do so at the sole expense of the Indemnitor.

4. Indemnitor covenants and agrees, at its sole cost and expense, to defend, indemnify, protect, and save the Village harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation,

reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Village and arising from the Improvements being located in the drainage easement.

5. No delay on the Village's part in exercising any right, power or privilege under this agreement shall operate as a waiver of any such privilege, power or right.

6. If Indemnitor consists of more than one person or entity, the obligations and liabilities of each such person or entity under this Agreement shall be joint and several. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed but one instrument. The joint and several liability of each Indemnitor who executes such counterpart of this Agreement shall be unaffected by a failure of any other Indemnitor to execute this Agreement or any counterpart.

7. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by certified mail, return receipt requested: (i) if to Indemnitor at its address(es) stated on the first page hereof; and (ii) if to the Village, at its address stated on the first page hereof, or at such other address of which a party shall have notified the party giving such notice in writing in accordance with the foregoing requirements.

8. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9. Except as herein provided, this Agreement shall be binding upon and inure to the benefit of Indemnitor and the Village and their respective heirs, personal representatives, successors and assigns.

10. This agreement shall be filed with the Rockland County Clerk to put all subsequent owners of the property on notice of the existence of this Agreement.

IN WITNESS WHEREOF, Indemnitor has caused this Agreement to be executed as of the date first written above.

Yitzchok Rosenfield

VILLAGE OF WESLEY HILLS

By: _____
Marshall Katz, Mayor

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

On the _____ day of June, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **YITZCHOK ROSENFELD**, 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.

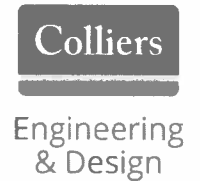
Notary Public

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

On the _____ day of June, 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared **MARSHALL KATZ**, 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

400 Columbus Avenue
Suite 180E
Valhalla New York 10595
colliersengineering.com
Main: 877 627 3772



June 3, 2024

Chair Lon Lieberman
Village of Wesley Hill Planning Board
432 Route 306
Wesley Hills, NY 10952

Proposal for Professional Services
Wickes Arborists – Traffic Review
Village of Wesley Hills, Rockland County, NY
Colliers Engineering & Design Proposal No.: 24005883P

Dear Mr. Lieberman,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. is pleased to submit this proposal to provide professional traffic engineering services for the review of a traffic study for the existing Wickes Arborists property located at the intersection of McNamara Road and Union Road in the Village of Wesley Hills, Rockland County, New York. Existing access is via a driveway connection to McNamara Road and the site is proposing an emergency access via a connection to Union Road.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design to meet project schedules.

Section I – Scope of Services

Based on our conversations and information noted above, we propose to complete the following:

Initial Traffic Study Review

Complete a review of the traffic study prepared for the Wickes Arborists project relative to existing traffic volumes, trip generation estimates, current and future traffic conditions, analysis methodology and evaluation of such in terms of adequacy. Our review will also include a review of the proposed site plan and any related recommendations relative to the proposed emergency access to Union Road. We will provide the Village with a memorandum outlining any technical comments and recommendations for the Project.

Work will be completed on an hourly basis, as per the attached schedule of fees with an estimate fee for the initial review as identified below. We anticipate completion of this review within approximately two weeks of authorization to proceed.

Estimated Budget Fee \$2,500

Meetings and Follow Up

Attendance at agency and project coordination (including with the Planning Board and other consultants) meetings and performing follow up tasks will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held or follow up performed. Time spent preparing for meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

Fee as Specified / Hourly

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

Task Name	Fee
Initial Traffic Study Review	\$2,500.00
Total Estimated Budget:	
Meetings and Follow Up	Hourly

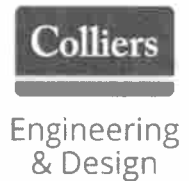
This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the fees and will be added to each monthly invoice. **Payment terms are NET30 of receipt of invoice.**

Exclusions and Understandings

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined in Section I;
- Field survey and base map preparation beyond the limits indicated;
- Traffic signal design;
- Traffic signal electrical design;
- Traffic signal timing modifications;
- RRFB device design for any multiuse path or pedestrian crossings;
- Preparation of an existing conditions and/or demolition plan for the lighting system;
- Intelligent Transportation System (ITS) design;
- Intersection/roadway lighting analysis and design outside of limits defined above;
- Design of any roadway improvements beyond the limits described above;
- Retaining wall design;
- Structural and foundation design;
- Wetlands or endangered species investigations;
- Hazardous or regulated materials investigations;
- Boundary survey;
- Subdivision or consolidation plans and/or parcel maps;
- Construction period services and inspections;
- As-built plans.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary, Colliers Engineering & Design may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.



Section II – Business Terms and Conditions

Colliers Engineering & Design, including its affiliates and subsidiaries, ("CED") agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

CED will provide a description of the Services requested under this agreement in written form (the "Scope of Services" or "Proposal"). Services not expressly in the Scope of Services are excluded from it, and CED will assume no responsibility to perform excluded services under this Agreement, or any later executed agreement. If more Services become necessary during a project, CED may provide such Services using its Technical Staff Hourly Rate Schedule in effect at the time of Services, and attached as Section II.

The proposed fees in this Agreement shall be open for acceptance for 60 days from the date the Scope of Services is provided. If: (a) this Agreement is executed more than 60 days after CED's provision of the Scope of Services to Client; (b) CED's fees for the Scope of Services are proposed on a lump sum or unit price basis; (c) CED's provision of Services continues 12 months after the commencement of Services or Effective Date of this Agreement, including where the Services are not yet completed; or (d) the Client suspends CED's Services for period of more than 30 days, then CED reserves the right to increase its fees for the Scope of Services upon mutual agreement of the Parties.

2.0 STANDARD OF CARE:

In performing Services, CED will exercise its professional judgment, made based on the information available to it, and use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality during the same period. CED further represents that it will perform all Services following any scope, instructions, or specifications provided by the Client to CED. We shall exercise the usual and customary professional care in our efforts to follow applicable code, regulations, laws, rules, ordinances, or such other requirements in effect at the time of this Agreement. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

CED will invoice client monthly. CED's invoices will include a description of Services performed based on percentage completed, and a summary of professional fees, expenses, and other disbursements and charges. In the event Client requests a more detailed invoice format, CED reserves the right to increase its fees for time incurred by its staff to prepare the requested invoice. If Client fails to submit comments or objections in writing within 14 days of Client's receipt of an Invoice, the accounting of the invoice shall be considered correct, and Client waives any objection to payment of the invoice.

Expenses incurred for Services, equipment, and facilities not offered by CED shall be invoiced at a rate not to exceed their cost, plus fifteen percent (15%). Reimbursable expenses will include, but not be limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials at the Client's request or which are necessary for the completion of a Scope of Services.

CD shall invoice All Services provided on an overtime basis at ONE AND ONE-HALF TIMES (1.5x) the rates provided in Section II – Technical Staff Hourly Rate Schedule in effect at the time of provision of the Services.

4.0 PAYMENT:

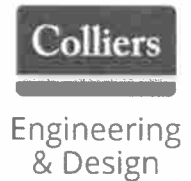
CED invoices are payable in full within 30 days of receipt by the Client. In the event Client has not objected to an invoice under Section 3 above, and fails to make payment within 30 days of receipt thereof, CED reserves the right to assess interest of one and one-half percent (1.5%) on any outstanding invoiced amounts due. In the event payment is not made in accordance with the terms here, CED reserves any and all rights, at law or in equity, to pursue payment from the Client, including, but not limited to the withdrawal of any applications to federal, state, or local regulatory agencies and boards filed by CED on behalf of the Client ("Applications"). Before the withdrawal of any Application, CED will provide the Client with 14 days' written notice and opportunity to cure. Client shall be responsible for all fees and costs incurred by CED to collect invoiced amounts due to it, including CED's reasonable attorneys' fees and costs.

5.0 RETAINER:

CED reserves the right to request a retainer from the Client before beginning Services on a project. Any retainer paid by the Client will be held in trust by CED, and first applied to CED's final invoice for the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide access to the location where CED's Services are to be performed and right of entry for all CED personnel and equipment needed for the completion of the Scope of Services. CED will take all reasonable precautions to minimize any damage to the property, it being understood by the parties that in the normal course of CED's Services damage may occur, the repair or remediation of which is not part of the Scope of Services, this Agreement, or CED's obligation.



Client shall furnish or cause to be furnished to CED any and all documents and information related to: (a) surface and subsurface site conditions, which CED requires knowledge of for the proper performance of the Scope of Services; and (b) the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the project site. CED may rely on the accuracy and completeness of Client provided documents and information provided by Client, Client's consultants and contractors, and information from public records pursuant to this Section in performing the Scope of Services required under this Agreement, and the Client shall assume all responsibility and liability for their accuracy and completeness.

CED shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures. Except as otherwise provided for here, CED shall be responsible only for its employees, subconsultants, and subcontractors on any project site. Neither the professional activities nor the presence of CED or its employees or subcontractors on a project site shall imply that CED controls the operations of others, nor shall this be construed to be an acceptance by CED of any responsibility for jobsite safety.

7.0 UTILITIES:

CED will take reasonable precautions per the professional standard of care to avoid damage or injury to subterranean structures or utilities during the performance of its Services. The Client agrees to indemnify, defend, and hold CED harmless for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system, or are omitted or incorrectly conveyed on any documents, plans or specifications provided to CED.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments in accordance with this Agreement or an invoice, or is otherwise in material breach of this Agreement, CED will provide seven days written notice to the Client, and opportunity to cure, before suspending performance of its Services until Client makes all payments due under this agreement. CED will have no liability whatsoever to the Client for any costs or damages from such suspension, and the Client agrees to indemnify, defend, and hold CED harmless from any claim or liability resulting from Client's failure to make payment and any resulting suspension by CED.

This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to satisfy the terms of this document, or suspension of CED's Services for more than 90 days. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CED may elect to complete any analyses and records as are necessary for its internal record keeping, including a report of the Services performed before termination. CED shall be paid for all Services performed before the termination notice date, plus reasonable termination expenses including, but not limited to, the costs of completion of any reports or analyses for its internal record-keeping purposes.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Client shall directly retain any third parties whose Services are needed in connection with the Scope of Services including, but not limited to, consultants, contractors, drillers, analytical laboratories, transporters, other experts (collectively, "Contractors"), unless prohibited from doing so. If included in the Scope of Services, CED will advise the Client in selecting Contractors and will help the Client coordinate and monitor the Contractors' performance. In no event will CED assume any liability or responsibility for a Contractor's failure to perform, regardless of whether CED contracts directly with said Contractors, or only coordinates and monitors their work. If CED does engage a Contractor on behalf of the Client, Client will be invoiced all expenses incurred, including rental of special equipment necessary for the work, at a rate not to exceed their cost, plus twenty percent (20%), as they are incurred.

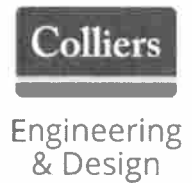
Client, by engaging CED to advise it or retain Contractors on its behalf, agrees to defend, indemnify and hold CED, its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by said Contractors. In addition, Client agrees to pursue recovery of and assert any claims based on its loss, expenses and/or damages solely and directly against those Contractors. In consideration of such indemnity and waiver, CED agrees to assign its rights and/or claims against those subconsultants/subcontractors under the Contractors' agreements with CED, to the Client.

10.0 AGREED REMEDY:

CED shall be liable to the Client only for direct damages to the extent caused by CED's negligence in the performance of its Services. CED SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

To the fullest extent permitted by law, the total liability, in the aggregate, of CED and CED's officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for injuries, claims, losses, expenses, or damages arising out of in any way related to CED's Services, the project or this Agreement, including, but not limited to, negligence, strict liability, breach of contract, or breach of warranty, shall not exceed six times the total compensation received by CED under this Agreement or the applicable CED insurance limits, whichever is less, excluding reimbursable expenses and any Contractor or subconsultant fees produced supporting the project or pursuant to this Agreement. If the project contemplated within this Agreement includes multiple phases, such liability limit shall be calculated using, and applicable only to, the particular phase in which the direct damages occur under.

The Parties agree that CED's Services in connection with the project shall not subject CED's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project, Services, or arising out of this Agreement. As a result, the Client agrees that as



the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against CED, a New Jersey corporation, and not against any of CED's employees, officers, or directors.

11.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer its obligations or interest in the Agreement without the written consent of CED.

CED shall not, in connection with any such assignment by the Client, have to execute any documents that may, in the sole judgment of CED, increase CED's contractual or legal obligations or risks, or impact the availability or costs of its professional or general liability insurance.

CED may assign this Agreement without the Client's consent if such assignment is to (a) a parent, affiliate, or subsidiary, (b) an acquiror of assets, or (c) a successor by merger.

The Agreement shall not create any rights or benefits to third-parties other than the Client and CED, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against the Client or CED. CED's Services under this agreement are being performed solely for the benefit of the Client, and no other entity will have any claim against CED arising out of this Agreement, CED's nonperformance or performance of Services under this agreement.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, electronic files, field data, notes, and other documents and instruments ("Documents") prepared by CED are and remain the property of CED as instruments of service. The Documents may not be copied by the Client or others on extensions of this project, or on any other project. The Client agrees not to use CED's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by CED, or for future modifications to this project, without CED's express written permission. Any use, reuse, or distribution to third parties without such express written permission, or project-specific adaptation by CED will be at the Client's sole risk and without liability to CED, its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors.

If electronic Document production is required by this Agreement, Client request, or the project, CED will provide the Client electronic Documents subject to the following conditions:

The Client must execute CED's Electronic Media Release form before any distribution of electronic files. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Client acknowledges that electronic Documents provided to the Client are for informational purposes only and are not intended as an end-product. CED makes no representation of any warranties, either express or implied, about the fitness or suitability of the electronic Documents. Accordingly, the Client agrees to waive all claims against CED and CED's subconsultants relating in any way to the unauthorized use, reuse or alteration of the electronic Documents. Any unlicensed use or reuse of the electronic Documents without CED's written consent will violate its copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered Documents of record.

CED shall not be required to sign any documents, no matter by whom requested, that would result in CED having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

13.0 DELAYS:

CED shall not be responsible for delays caused by factors beyond its reasonable control, including, but not limited to, accidents, epidemics, pandemics, acts of God, fires, hurricanes, floods, explosions, strikes, boycotts, labor disputes, failure of the Client to provide timely information, review, approval, or rejection of CED's Services or work product, faulty performance by Client Contractors of any level, and acts of Government, which, in the opinion of CED, could not have been reasonably foreseen and mitigated ("Force Majeure Delays"). The occurrence of any Force Majeure Delay will entitle CED to an extension of time in performing the Scope of Services, and CED will notify the Client of the resultant increase in the total cost of providing the Scope of Services. Client shall be solely responsible for compensating CED for the resultant increase in cost. The Client agrees that CED shall not be responsible for damages, nor shall CED be considered in default of this Agreement, arising out of, or relating to any Force Majeure Delay.

The fees quoted in this Agreement assume that upon authorization, the project will begin through to completion without a stop work order or suspension by the Client. Should a stop work order or request to suspend CED's Services be received from the Client before completion of the Scope of Services, CED reserves the right to assess added fees to recommence its Services for the project.

14.0 INDEMNIFICATION:

CED shall keep, at its own expense, Workers' Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish certificates of insurance to the Client.

To the fullest extent permitted by law, Client shall indemnify and hold harmless CED and its agents, officers, directors and employees, subcontractors or subconsultants (collectively referred to in the remainder of this Section as CED) from and against all claims, damages, losses and expenses, whether direct, indirect, consequential, special, or punitive, including, but not limited to, reasonable attorneys' fees and costs, court costs and arbitration costs arising out of or relating to: (a) CED's Services; (b) Hazardous Materials; (c) unauthorized use, distribution, or reuse of Documents without CED's involvement and written consent; (d) Force Majeure Delays; (e) Construction Observation Services; (f) Design Services; (g) Topographic Mapping Services; (h) Earthwork Analysis Services; or (i) any claims against CED arising from the acts, omissions or work of third-

parties, Contractors, or others, unless it is determined by a court of competent jurisdiction that CED is guilty of negligence, gross negligence, or willful misconduct in connection with the Services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

This indemnification shall not apply to claims, damages, losses, or expenses which are decided by a court of competent jurisdiction to result from the gross negligence or willful misconduct by CED in fulfilling its obligations under this Agreement.

15.0 GOVERNING LAW:

The laws of the State within which the project is located will govern the validity of this Agreement, its interpretation and performance, without regard to any conflicts or choice of law statutes. Any litigation arising from this Agreement shall be brought in the State of the project and Services, and venued in State or Federal Court of said State.

16.0 INVALID TERMS:

The invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and the partial invalidity of any provision of this Agreement shall not invalidate the remainder.

17.0 SURVIVAL:

All express representations, indemnifications, or limitations of liability in this Agreement will survive the termination of this Agreement or completion of all Services of CED under this Agreement.

18.0 ENTIRE AGREEMENT:

This Agreement forms the final and complete Agreement between the Client and CED. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms contained here. Amendments to this Agreement shall not be binding unless made in writing and executed by the Parties.

To the extent Client provides its own Agreement, and that Agreement conflicts with or is silent about any term or condition expressed here, these conditions shall prevail and shall be binding on the Parties.

Project Scope Specific Terms and Conditions, as applicable.

19.0 CONSTRUCTION OBSERVATION SERVICES:

If the Scope of Services for this Agreement includes Construction Observation Services (as hereinafter defined), then the provisions below shall apply:

During the project's construction phase, CED shall consult, advise, and act as Client's representative (the "Construction Observation Services") as provided in the Scope of Services. The extent and limitations of the duties, responsibilities, and authority of CED as outlined in the Scope of Services and CED's Proposal shall not be changed, unless agreed to in writing by the Parties.

CED's Services during the construction phase are intended to provide Client greater confidence that the completed work of Client's Contractor will conform to the approved plans, drawings, specifications, and related documents (the "Construction Documents"). CED need not make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work. CED shall not, during visits to the project site or because of observation of Contractor's work, supervise, direct, or have control over Contractor's work, nor shall CED have authority over or responsibility for the means, methods, techniques, sequences, safety precautions, programs incident to the work, or procedures of construction performed by Contractor. CED shall not be responsible for any failure of Contractor to follow laws, rules, regulations, ordinances, codes, or orders applicable to its furnishing and performing of its work. So, CED neither guarantees the performance of any Contractor, nor assumes responsibility for any Contractor's failure to perform its work per the Construction Documents.

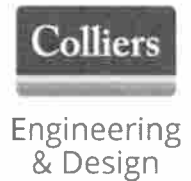
If the Scope of Services for this Agreement includes Design Services, but does not include Construction Observation Services, then the provisions below shall apply:

The parties understand and agree that CED's Services under this Agreement do not include construction observation or review of a Contractor's performance or any other construction phase services, and that the Client will provide such observation or review. The Client assumes all responsibility for any interpretation of the Construction Documents, or observation and supervision performed by others, and expressly waives any claims against CED in any way arising out of or related thereto.

If the Parties agree that CED will provide any construction phase services, CED shall be compensated per a written agreement executed between the Parties.

20.0 OPINIONS OF PROBABLE COST:

In reviewing CED's opinions of probable construction cost, the Client understands that CED has no control over costs, the price of labor, equipment, materials, or the Contractor's method of pricing. Any opinions of probable construction costs provided by CED are based on CED's judgment, qualifications, and experience as a design professional familiar with the construction industry. CED makes no representation or warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.



21.0 HAZARDOUS MATERIALS:

As for Services involving hazardous substances, CED has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any project site, its compensation is in no way commensurate with the potential liability that may be linked to a substance or project site, and thus it shall not have any responsibility or liability related thereto.

If the Scope of Services for this Agreement does not include services related to hazardous materials, including, but not limited to, asbestos, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals and materials, radioactive materials, liquids, gasses, or any other harmful material, whether in the air, surface, or subsurface soil, water, watercourse, objects at the project site, or any tangible or intangible matter ("Hazardous Materials"), then the following provision shall apply:

The Parties acknowledge that CED's Scope of Services includes no services related to Hazardous Materials. In the event CED or any other party encounters Hazardous Materials at the project site, or should it become known in any way that such Hazardous Materials may be present at the project site or any adjacent areas that may affect the performance of CED's services, CED may, at its sole option and without liability for consequential or any other damages, suspend performance of Services until the Client works to identify, abate, and/or remove the Hazardous Materials, and to warrant that the project site complies with all applicable laws, codes, regulations, and administrative orders.

22.0 TOPOGRAPHIC MAPPING:

If the Scope of Services for this Agreement includes Topographic Mapping, then the provisions below shall apply:

CED shall perform the Services necessary to produce the required Topographic Mapping and/or shall retain an independent subconsultant to perform Topographic Mapping services. The Topographic Mapping shall be prepared in conformity to generally accepted standards for aerial mapping services. CED's sole responsibility and liability on the accuracy or completeness of the Topographic Mapping is limited to the correction of any inaccurate information. CED's correction of any inaccurate information shall be the Client's sole remedy related to any Topographic Mapping and information derived from it.

If the location of subsurface information is to be provided by CED, the topographic survey shall be limited to the extent of the information provided by the Client or others. CED shall not be responsible for any unknown conditions not identified in the information provided to CED, or any unknown condition beyond the reasonable scope of the information obtained because of any testing, test pit excavations, boring, or samples taken by CED.

23.0 EARTHWORK ANALYSIS:

In reviewing CED's earthwork analysis, calculations, reports, or opinions ("Earthwork Analysis"), the Client understands that CED's data is based on the topographic mapping used as a base map for plan preparation, and that topographic mapping has certain standard tolerances and accuracy limits. The Client further understands that based on earthwork differences resulting from topographic map accuracy limitations, construction changes, topsoil depth, replacement of unsuitable soils, weather conditions, construction means and methods, soil conditions, earthwork calculation methods, soil volume calculation methods, and other factors, some of which are unique to each Contractor and project site, it is impossible to definitively predict quantities that will ultimately be determined as associated with a particular project site. As such, CED's sole responsibility and liability on the accuracy or completeness of the Earthwork Analysis is limited to the correction of any inaccurate information. To find actual quantities and costs associated with required earthwork, the Client must solicit construction bids from qualified Contractors and must require such Contractors to find existing topographic conditions, subgrade conditions, construction plans, and procedures.

24.0 STORAGE OF CLIENT MATERIAL:

CED shall keep in its storage facility samples collected as part of its Services for three months after issuance of final reports. All samples will later be disposed of following proper regulations in place at the time. Extended storage of samples can be arranged at an added cost to be set up on a project-by-project basis.

25.0 GENERAL CONSTRUCTION ADMINISTRATION:

If the Scope of Services for this Agreement includes General Construction Administration ("GCA"), then the provisions below shall apply:

CED will provide GCA services per this Agreement and the edition of AIA Document A201-2017, "General Conditions of the Contract for Construction", excluding documents E203- 2013 ("Building Information Modeling and Data Exhibit") and G702-2013 ("Project Building Information Modeling Protocol Form") referenced in it. Any other modifications made to the General Conditions, if adopted as part of this Agreement, shall be enforceable under this Agreement only to the extent that they align with this Agreement or approved in writing by CED.



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Section III – Rate Schedule

Technical Staff Rates 2024	
Billing Titles	Hourly Rates
Executive Principal	270.00
Senior Principal	260.00
Principal	255.00
Senior Technical Director	235.00
Senior Project Manager	220.00
Technical Director	210.00
Project Manager	200.00
Senior Project Specialist	190.00
Project Specialist	180.00
Technical Professional	160.00
Technical Specialist	140.00
Specialist	135.00
Senior Data Technician	130.00
Senior Technical Assistant	115.00
Technical Assistant	105.00
Field Technician	100.00
Data Technician	95.00
Survey Crew – 1 Person w/Robotic Equipment	200.00
Additional Survey Crew Member	50.00
SUE Crew (designating) – 1 Person	130.00
Additional (designating) Member	55.00
SUE Crew (locating) – 2 Person	190.00
Additional (locating) Member	50.00
Expert Witness	370.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.10 / Each
Document Binding	4.10 / Each
Portable Media	100.00 / Each
Portable Media	25.00 / Additional Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Automatic Traffic Recorders (ATR)	850 / Per Week
Initial Digital Signature	275.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Westchester Schedule Municipal

Rates are effective through December 31, 2024

Colliers

Engineering
& Design**Section IV – Client Contract Authorization**

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

 _____ Signature	6/5/24 _____ Date
Marshall Kate _____ Printed Name	Mayor _____ Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until July 30, 2024.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.



Richard G. D'Andrea, P.E., PTOE
Department Manager

cc: Leonardo E. Ponzio, PLS, Colliers Engineering & Design (via email)

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VILLAGE OF WESLEY HILLS

A regular meeting of the Planning Board of the Village of Wesley Hills Planning Board was convened on May 29, 2024, at 7:30 pm.

The meeting was called to order by the Chairman Lon Lieberman, and with a quorum present, the following Resolution was offered by Chairman Lieberman seconded by Albert Tew to wit:

WHEREAS, in regard to the application submitted by **ROCKLAND TREE EXPERT CO., INC. DBA IRA WICKES/ARBORISTS** for an *Amended Site Plan* and *Special Permit* Application, the same affecting the property located on the South side of McNamara Road, 0 feet West of Union Road. Designated on the Town of Ramapo Tax Map as Parcel ID#42.13-1-22 in an R-35 Zone. The subject Property is commonly known as 11 McNamara Road, Wesley Hills, New York.

WHEREAS, as part of such Application, the Applicant submitted for review a *Traffic Impact Study*, dated February 12, 2024;

WHEREAS, the Planning Board, in consultation with its professionals [Planner, Engineer, Legal], identified the need for a third-party for a review/analysis of the Report; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Board authorizes the Chairman to engage/retain **Colliers Engineering & Design** to review/analyze the Report, with findings of such review/analysis to be submitted to the Planning Board, and with the costs of the Consultant to be borne by the Applicant;

ACTION: A motion to grant/approval this Resolution was made by Chairman Lieberman, with a second from Albert Tew.

The voting in favor was as follows [4-2-0]:

In Favor: Lieberman, Tew, Wasserman, Scheinberg
Oppose: Caren, Zupnick;