



BOARD OF TRUSTEES MEETING AGENDA

October 01, 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.](#) September 3, 2024

RESOLUTIONS/DISCUSSIONS

- [2.](#) Discussion: Amendment to Village Code Chapter 210-Vehicles & Traffic
- [3.](#) Resolution Referring to the Planning Board & Other Agencies The Revised Village Code Section 210 – Vehicles and Traffic
- [4.](#) Resolution Authorizing Hold Harmless Agreement - 3 Skylark Drive
- [5.](#) Resolution Authorizing the Establishment of a Parkland Account at NYCLASS
- [6.](#) Resolution Authorizing the Contract with Civil Design Works for the Village Stormwater Program
- [7.](#) Resolution Authorizing the Adoption of the 2024 RC Hazard Mitigation Plan Update
- [8.](#) Resolution Accepting Shade Tree, Sight Distance, Utility & Sewer Easements for One East Lane Subdivision
- [9.](#) Resolution Authorizing Intermunicipal Agreement with the Town of Ramapo for Sidewalk Funds
- [10.](#) Resolution Authorizing the Filing of an Application for a Grant under the Justice Court Assistance Program, 2024-2025, established by the State of New York.
- [11.](#) Authorizing the Implementation, and Funding in the First Instance 100% of the Federal-Aid Eligible Costs, of a Transportation Federal-Aid Project, and Appropriating Funds for the Wilder Road -ADA-Complaint Sidewalk System Project
- [12.](#) Resolution Authorizing the Reimbursement to Miriam Katz for Tire Damage
- [13.](#) Resolution Approving Abstracts of Audited Claims
- [14.](#) Resolution Approving Transfer of Funds

REPORTS

- [15.](#) Mayor

16. Village Clerk/Treasurer

17. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

September 03, 2024, at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

MEMBERS PRESENT:

Marshall Katz, Mayor
Milton Schwartz, Deputy Mayor
Yisroel Cherns, Trustee
Joseph Mause, Trustee
Tova Krull, Trustee

MEMBERS ABSENT:

None

OTHERS PRESENT:

Benjamin Selig, Village Attorney
Camille Guido - Downey, Village Clerk-Treasurer

Mayor Katz opened the meeting at 7 pm followed by the pledge of allegiance.

EXECUTIVE SESSION

Mayor Katz invited Jody Cross from Zarin & Steinmetz and Jay Golland, Village Prosecutor to attend the Executive Session.

Trustee Krull made a motion to enter Executive Session to discuss possible litigation, seconded by Trustee Cherns. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

No action was taken during the Executive Session.

Trustee Cherns made a motion to exit Executive Session to discuss possible litigation, seconded by Trustee Mause. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #1**RESOLUTION NO. 87-24****APPROVAL OF MINUTES**

Trustee Schwartz made a motion to approve the minutes of August 6, 2024, seconded by Trustee Mause. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #2**DISCUSSION: AMENDMENT TO VILLAGE CODE CHAPTER 210-VEHICLES & TRAFFIC**

Mayor Katz and the Village Board Members discussed Village Code Section 210.

Ben Selig, Village Attorney shared a draft of the proposed code with the previously discussed changes.

Mayor Katz and Village Board Members stated that they would like to also change the fines noted in the law under section 210-15. Mayor Katz asked the Village Attorney to research if the Village can remove the fines and place them in our fee schedule?

DISCUSSION-OVERNIGHT PARKING

Trustee Mause submitted an email to the Village Board wanting to discuss the overnight parking laws in the Village and to inquire if any Board Member is interested in eliminating this law. Trustee Mause stated that he has had a lot of residents asking him about allowing overnight parking to assist with weekend overnight guests.

Mayor Katz polled the Board Members on their interest in changing the law:

Cherns	open to discuss lifting the restrictions for the weekends only.
Mause	yes eliminate no parking law in the Village.
Schwartz	no change
Katz	no change
Krull	no change

ITEM #3

DISCUSSION: EAST WILLOW TREE & MCNAMARA ROAD INTERSECTION

Mayor Katz stated that the Village Engineer submitted a recommendation letter dated August 28, 2024, which suggests a temporary solution and a permanent one. Mayor Katz suggested that the Board consider approving the temporary solution which includes pavement markings and tree removal. Board Members are in favor of that. Mayor Katz directed the Village Clerk to contact Rockland County Highway Department and inquire if permitting is needed.

RESOLUTION NO. 88-24

RESOLUTION AUTHORIZING A TEMPORARY TRAFFIC SOLUTION AT THE INTERSECTION OF EAST WILLOW TREE & MCNAMARA ROAD INTERSECTION

Trustee Cherns made a motion to approve the following resolution, seconded by Trustee Schwartz:

RESOLVED, that the Village of Wesley Hills approves the installation of pavement markings and tree trimming at the intersection of East Willow Tree & McNamara Road as described as Option A in the Village Engineers memo dated August 28, 2024.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #4

RESOLUTION NO. 89-24

RESOLUTION APPROVING CONTRACT WITH PASSPORT LABS

Trustee Krull made a motion to approve the following resolution, seconded by Trustee Schwartz:

RESOLVED, that the Village of Wesley Hills desires to contract with Passport Labs, Inc. to provide electronic ticket services for parking tickets is hereby approved and the Mayor of the Village of Wesley Hills is authorized to sign any required documents.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #5

RESOLUTION NO. 90-24

RESOLUTION AUTHORIZING THE RELEASE OF ESCROW - 39 GLENBROOK ROAD

Trustee Cherns made a motion to approve the following resolution, seconded by Trustee Krull:

WHEREAS, on June 7, 2022, the Village Engineer recommended that Joseph & Avigail Karash post the sum of \$4,200.00 with the Village of Wesley Hills to be held in escrow for the completion of grading on the property located at 39 Glenbrook Road, and

WHEREAS, on June 14, 2022, Karash Construction Corp, on behalf of the homeowner posted said \$4,200.00, and

WHEREAS, on August 28, 2024, the Village Engineer submitted an approval letter for the release of the escrow funds in the amount of \$4,200.00, and

NOW, BE IT RESOLVED, that the Village Clerk of the Village of Wesley Hills is hereby directed to refund the sum of \$4,200.00 less the sum of \$250.00 to be retained by the Village of Wesley Hills as and for an administration fee and the sum of \$3,438.51 for professional fees resulting in a net refund to be paid to the aforesaid Karash Construction Corp in the amount of \$511.49.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #6

RESOLUTION NO. 91-24

RESOLUTION AUTHORIZING THE RELEASE OF ESCROW - 110 FORSHAY ROAD

Trustee Cherns made a motion to approve the following resolution, seconded by Trustee Krull:

WHEREAS, on May 5, 2021, the Village Engineer recommended that Shimmy Enterprise, Inc. post the sum of \$1,000.00 with the Village of Wesley Hills to be held in escrow for the road opening completion for the property located at 110 Forshay Road, and

WHEREAS, on May 5, 2021, Shimmy Enterprise, Inc., on behalf of the homeowner posted said \$1,000.00, and

WHEREAS, on August 4, 2024, the Village Engineer submitted an approval letter for the release of the escrow funds in the amount of \$1,000.00, and

NOW, BE IT RESOLVED, that the Village Clerk of the Village of Wesley Hills is hereby directed to refund the sum of \$1,000.00 to be paid to the aforesaid Shimmy Enterprise, Inc.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #7**RESOLUTION NO. 92-24****RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS**

Trustee Cherns made a motion to approve the following resolution, seconded by Trustee Mause:

RESOLVED, that the general fund claims #22,262 through #22,306 in the aggregate amount of \$93,696.18 as set forth in Abstract #9/24 dated September 3, 2024, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #8**RESOLUTION NO. 93-24****RESOLUTION APPROVING TRANSFER OF FUNDS**

Trustee Cherns made a motion to approve the following resolution, seconded by Trustee Mause:

RESOLVED, that the transfers in the aggregate amount of \$275,000 as set forth in Abstract #9/24 dated September 3, 2024, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

ITEM #9-MAYOR'S REPORTSSidewalk Requests

Mayor Katz has stated that he has received an email from a resident requesting sidewalks on Grandview Ave. from Forshay to Martha. Mayor Katz stated that the Village will start construction next year on the sidewalks located on Willow Tree Road. The Village just received a grant for the design and construction of sidewalks on Wilder Road. The Village has planned for the next location to be Route 306 from Lime Kiln Road to Old Pomona Road. The location of Grandview Ave should be considered among other requests we have received for future sidewalks. Board Members agreed and stated that the plan could change if additional funding is received.

ITEM #9- VILLAGE CLERK/TREASURER'S REPORTS

Camille Guido-Downey reported the following:

- 97% of the Village taxes were collected. \$24,098.25 is outstanding.
- 11 complaints were received.
- Village staff transitioned to the new code enforcement program. Within the next 2-3 months we will have the website portal available for public submission.

ADJOURNMENT

Trustee Krull made a motion to adjourn the meeting, seconded by Trustee Mause. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause, Trustee Krull. This motion was carried unanimously.

Respectfully Submitted,
Camille Guido-Downey

**A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF WESLEY HILLS IN
RELATION TO PARKING/STANDING/STOPPING OF MOTOR VEHICLES IN CERTAIN
AREAS.**

SECTION 1.

- A. Section 210-8 A (4) is hereby deleted and is hereby replaced by the following provision:

Whenever any motor vehicle is found parked, standing or stopped in violation of this chapter, the Police Department of the Town of Ramapo and/or enforcement officer of the Village of Wesley Hills as designated in Chapter 210, of the Code of the Village of Wesley Hills shall have the power, right and authority to issue an appearance ticket, as the same is defined in Article 150 of the Criminal Procedure Law of the State of New York, and/or a traffic parking summons of the Village of Wesley Hills Justice Court, for the violation of this section.

SECTION 1.

- A. Section 210-8 A (5) is hereby deleted and is hereby replaced by the following provision:

If there is no response in the Justice Court to the appearance ticket or traffic parking summons issued, the court shall issue a summons to the owner of the motor vehicle to which the appearance ticket or traffic parking summons was affixed and direct that the same be served upon said owner. In any prosecution charging a violation of § 210 -8 proof that the vehicle was parked in violation of this section, together with proof that the defendant named in the summons issued by the court was, at the time of violation, the registered owner thereof, shall constitute a presumption that the registered owner of such vehicle was the person who parked or placed the vehicle at the point where and for the time during which such violation occurred.

SECTION 2.

Section 210-9E (1) are hereby deleted and are hereby replaced by the following provisions:

Whenever any motor vehicle is found parked, standing or stopped in violation of this chapter, the Police Department of the Town of Ramapo and/or enforcement officer of the Village of Wesley Hills as designated in Chapter 210 of the Code of the Village of Wesley Hills shall have the power, right and authority to issue an appearance ticket, as the same is defined in Article 150 of the Criminal Procedure Law of the State of New

York, and/or a traffic parking summons of the Village of Wesley Hills Justice Court, for the violation of this section.

Section 210-9E (2) are hereby deleted and are hereby replaced by the following provisions:

If there is no response in the Justice Court to the appearance ticket or traffic parking summons issued, the court shall issue a summons to the owner of the motor vehicle to which the appearance ticket or traffic parking summons was affixed and direct that the same be served upon said owner. In any prosecution charging a violation of § 210-9 proof that the vehicle was parked in violation of this section, together with proof that the defendant named in the summons issued by the court was, at the time of violation, the registered owner thereof, shall constitute a presumption that the registered owner of such vehicle was the person who parked or placed the vehicle at the point where and for the time during which such violation occurred.

Section 210-15B (4) (a), (b), (c), (d), (e), (f) are hereby deleted and are hereby replaced by the following provisions:

- (a) For illegal parking in an established fire zone: a fine of \$_____;
- (b) For illegal parking in a designated no-parking area: a fine of \$_____;
- (c) For illegal parking in a designated handicapped parking area: a fine of \$_____, plus a surcharge mandated by the Vehicle and Traffic Law of the State of New York;
- (d) For illegal all-night parking: a fine of not less than \$_____;
- (e) For any violation of any other provision of said chapter: a fine not to exceed \$_____; and
- (f) For any fine imposed which remains unpaid one month after the imposition thereof, an additional late payment penalty of \$_____ per month, or fraction thereof, up to a maximum late payment penalty of \$_____.

SECTION 3. Effective Date

This local law amendment shall become effective upon filing with the Secretary of State.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

AGREEMENT dated _____, 2024, between **VILLAGE OF WESLEY HILLS**, a municipal corporation having an office at 432 Route 306, Wesley Hills, New York 10952 ("Village") & **Abraham Breuer** ("Residents"), residing at 3 Skylark Dr, Spring Valley, NY, 10977

WHEREAS, 3 Skylark Dr, Spring Valley, NY 10977 also known as Section 41.16 Block 1 Lot 62 on the Tax Map of the Town of Ramapo (the "Premises"); and

WHEREAS, the Residents will construct a Belgium Block curb on the aforementioned property, attached hereto as Exhibit A (the "Improvements"); and

WHEREAS, the Village is willing to allow the improvements as shown in Exhibit A, subject to the terms hereof.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Residents may construct, install, reconstruct, and otherwise maintain the Improvements as shown in Exhibit A for so long as they wish to do so, subject to the limitations set forth hereafter.
2. Nothing herein shall prevent Residents from removing any or all of the Improvements at any time, provided, however, that upon such removal, the ground disturbed by such removal shall be restored to match the surrounding grade, condition, and provided further that no new structures shall be installed without the express written permission of the Village's Board of Trustees. Any such new structures shall be automatically deemed Improvements within the meaning of this Agreement and subject to the terms hereof, whether or not expressly stated at the time of installation.
3. During such time that any of the Improvements shall be in place, Residents shall, to the fullest extent provided by law, protect, defend, indemnify and hold Village and its officers, employees, and agents and save all of the over harmless from and against any and all losses, penalties, damages, settlements, costs, charges, and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder, with the exception of claims, if any, caused solely by the negligence of the Village.

4. In the event that Village, in its sole discretion, requires the removal of any or all of the Improvements, it shall provide not less than sixty (60) days' written notice to Residents of such determination and demand the removal of such of the Improvements that must be removed. Residents shall thereafter remove the identified Improvements within the time specified by the said notice. However, if Improvements are removed pursuant to such notice and demand, Residents shall not be required to restore the ground as set forth in section 2, above, but shall be required to stabilize the ground so as to prevent erosion of soil or other harm.

5. In the event that the Residents fail to adhere to the terms hereof, the Village may, upon reasonable notice, but not less notice than is otherwise provided herein, use its own forces to perform the required work and obtain by any legal means, including, but not limited to, imposition of a lien against the Premises as if such reimbursement amount was a tax thereon.

6. Either party hereto may, without prior notice to the to her party, and at its sole cost and expense, record this Agreement in the land records of Office of the Rockland County Clerk and have it indexed against the Premises.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

Village of Wesley Hills

Abraham Breuer

Marshall Katz, Mayor

[Acknowledgments on following page]

Tax Map #: 41.16-1-62

Town of Ramapo

County of Rockland

State of New York

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the ____ day of _____, 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 and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the ____ day of _____, 20__ before me, the undersigned, a notary public in and for said state, personally appeared **Abraham Breuer**, 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 and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

Notary Public

June 25, 2024

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



BROOKER ENGINEERING

a division of Weston & SampsonSM

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

Attn: Alicia Schultz, Building Department

Re: 3 Skylark Drive (Revised Plot Plan)
Revised Plot Plan Review (x4)

Dear Ms. Schultz,

Our office has reviewed the Plot Plan titled "3 Skylark Dr", prepared by Kevin P. Maher, P.E., M.ASCE, last revised May 10, 2024; Comment Response Letter dated June 6, 2024; Materials Plan (Sheet L-401) titled "Breuer Residence", prepared by Yost Design Landscape Architecture, last revised September 18, 2023; 'Landscape Plan', prepared by Kenneth Irving, Architect P.C., last revised June 3, 2022; and Site Plan title "3 Skylark Drive", prepared by Mey Associates, LLC, last dated September 26, 2022, for the above referenced project. On December 6, 2022, our office had approved a Plot Plan title "Site Plan" prepared by May Associates, LLC, last revised November 22, 2022. The current submission includes revised driveway location/configuration, proposal for pervious paver driveway/walkways, and revised landscaping/hardscaping for the site. Please note that the building footprint does not appear to have changed from the approved Plot Plan. At this time, our office takes no objection to approval of the requested field changes for the Revised Plot Plan, subject to the following comments:

1. It is noted that this property was granted three variances from the Village of Wesley Hills Zoning Board of Appeals on November 16, 2022, for Total Side Yard, Building Coverage, and Maximum Building Height. The approval was subject to compliance with the landscaping plan dated October 7, 2021, as last revised June 3, 2022, prepared by Keneth Irving, Architect. Substantial compliance with the landscaping plan associated with the granted variances to be demonstrated, most notably with respect to screening of the adjacent properties, prior to issuance of a Certificate of Occupancy.
2. Our office witnessed percolation and deep hole testing on November 21, 2022. Applicant to submit soil testing results from testing in front yard to facilitate review of feasibility for use of pervious driveway and pervious paver walkways throughout the front/side yard. Alternatively, additional percolation test to be witnessed by our office prior to installation of pervious driveway and pervious paver walkway to confirm suitable infiltration rate.
3. Village Engineer to be notified 48 hours prior to concrete pouring and installation of Belgium block curb/depressed concrete curb for form & subbase inspection of improvements in right-of-way. Road Opening Permit application to be submitted once Hold Harmless Agreement is filed.
4. Certification from Professional Engineer for proper installation of pervious driveway and pervious paver walkways to be provided prior to issuance of Certificate of Occupancy.
5. The Applicant has indicated that the additional drywell installed in the front yard had been installed as per the detail provided in the approved Plot Plan. Applicant to schedule an inspection with our office to confirm substantial compliance with the approved detail. Alternatively, our office requests certification by the Contractor that the drywell was installed properly.

Sincerely,

Devon Palmieri

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

Y:\VILLAGES\WH Wesley Hills\WH0191 - 2022 Plot Plans\3 Skylark Drive (ENG23-0456)\2024-06-25 Revised Plot Plan Review x4.docx

September 10, 2024

Honorable Mayor and Board of Trustees
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

Attn: Camille Guido-Downey - Village Clerk

Re: Proposal for Engineering Services
Stormwater Program Coordinator

Dear Mayor and Trustees,

To maintain compliance with the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s) Permit No. GP-0-24-001, the MS4 Operators, Wesley Hills, must develop, implement and enforce a Stormwater Management Program (SWMP).

This program must be overseen by an MS4 Operator must designate a Stormwater Program Coordinator (SPC) who must be knowledgeable in the principles and practices of stormwater management, the requirements of this SPDES general permit and the SWMP.

The Village has the ability to designate the SPC to a private third-party contractor. In order to implement this, it is required that an agreement is in place and fulfills the following:

- i. Is legally binding;
- ii. Is documented in writing;
- iii. Is signed and dated by all parties including a certification statement that explains that the MS4 Operator is responsible for compliance with this SPDES general permit;
- iv. Identifies the activities that the entity will be responsible for including the particular MCM, the location and type of work;
- v. Includes the name, address, and telephone number of the contact person representing the entity;
- vi. Is kept up-to-date and part of the SWMP Plan; and
- vii. Is retained by each party for the duration of the permit term.

The following responsibilities will be officially assigned to our office, in addition to our traditional Village Engineer responsibilities. Please note that we have already been implementing the following elements, however, as part of the new law, it is required that we document this information.

Assist in the implementation and enforcement of the Stormwater Management Program. We will provide assistances with the following Minimum Control Measures for Traditional Land Use Control MS4 Operators:

- a. MCM 3 – Illicit Discharge Detection and Elimination
- b. MCM 4 – Construction Site Stormwater Runoff Control
- c. MCM 5 – Post Construction Stormwater Management

It should be noted that MCM 1 (Public Education and Outreach) as well as MCM 2 (Public Involvement/Participation) will continue to be the responsibility of the Village. In the past, I believe the Village has utilized Cornell Cooperative, Keep Rockland Beautiful and the County of Rockland for assistance with these programs.

The following is our proposal for these services to fulfill the remainder of the 2024 fiscal year, effective July 1, 2024 through March 31, 2025.

2024 Standard Billing Rates (Effective July 1, 2024 to March 31, 2025):

<u>Staff Member</u>	<u>Hourly Rate</u>
Engineers, Senior Engineers, P.E.	\$170.00
Engineers, E.I.T.	\$140.00
Senior Field Review Personnel	\$125.00
Staff Field Review Personnel	\$115.00
CADD Technical/Draftsperson	\$110.00
<u>Administrative</u>	
Assistance	\$70.00
Reproduction	Direct Cost + 10%
Messenger Service	Direct Cost + 10%

Please indicate your acceptance by signing below and returning it to my office.

Certification Statement:
Civil Design Works, LLC, will implement the above scope of work on behalf of the Village of Wesley Hills for the term dates stipulated.



Civil Design Works, LLC
 Glenn McCreedy, P.E.
 President

Accepted By:

Print Name

Title

Signature

Date

OFFICE OF FIRE AND EMERGENCY SERVICES

Fire Training Center, 35 Firemen's Memorial Drive
Pomona, New York 10970

Phone: (845) 364-8933 Fax: (845) 364-8961

kearc@co.rockland.ny.us

Christopher G. Kear
Director

The Rockland County Multi-Jurisdictional Natural Hazard Mitigation Plan has been sent to FEMA for official review and has been recommended for approval pending adoption (APA). Thank you all for your efforts in working with us to update our plan.

We ask that participating jurisdictions adopt the plan as soon as practical and **submit adoption resolutions** to Brandi Silva (silvab@co.rockland.ny.us and cc the County's consultant (emma.kilkelly@tetrattech.com).

The County will forward the resolutions to the New York State Department of Homeland Security and Emergency Services, (NYSDHSES) and FEMA for approval. Each jurisdiction will be eligible for Hazard Mitigation Assistance funding once FEMA Region 2 has recorded your adoption resolution. Please note that jurisdictions need to adopt the plan within one year of receiving APA status. Otherwise, you may need to complete additional steps to get approval.

See attached for a template Adoption Resolution. **Reminder: resolutions must be signed and dated to be accepted by FEMA.**

Thank you for your continuing assistance. Please reach out with any questions.

Christopher F. Jensen
Program Coordinator

CFJ/bs

EASEMENT**(Shade Tree Easement and Sight Distance Easements to Village of Wesley Hills)**

THIS INDENTURE made this 17th day of September, 2024 between **ABY EAST LLC**, having an address at 1 Hillcrest Drive, Suite 232, Spring Valley, NY 10977, hereinafter referred to as party of the first part, and the **VILLAGE OF WESLEY HILLS**, a municipal corporation having an address at 432 Route 306, Wesley Hills, NY 10952, hereinafter referred to as the party of the second part.

WITNESSETH, that the party of the first part, in consideration of One and 00/100 (\$1.00) Dollar, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns for the party of the second part forever, the following described easements:

1. A 5 foot Shade Tree Easement located along the southerly side of Pomona Road and the westerly side of McNamara Road and being a portion of Tax Lot 33.17-2-1 on the Town of Ramapo Tax Map and shown as a "Proposed 5' Shade Tree Easement" on a subdivision plat entitled "3-Lot Subdivision Plat of 1 East Lane" prepared by Sparaco and Youngblood, PLLC dated September 25, 2019 and last revised November 7, 2023 which plat is to be recorded in the Rockland County Clerk's Office (the "Subdivision Map"); and
2. A sight distance easement at the northwesterly corner of Lot 3 as shown on the Subdivision Map consisting of 1,899 SF and more particularly described in Schedule A attached hereto; and
3. A sight distance easement at the northeasterly corner of Lot 3 as shown on the Subdivision Map consisting of 530 SF and more particularly described in Schedule B attached hereto; and

Being and intended to be a portion of the same premises conveyed to the party of the first part by deed dated March 14, 2022, and recorded in the Office of the Rockland County Clerk on March 16, 2022 as Instrument No. 2022-00010652;

The party of the second part shall have the right to enter the sight distance easement areas for the purpose of clearing, pruning or regrading so as to maintain a clear line of sight in either direction across the sight distance easements between an observer's eye 3.5 feet above the pavement surface on one street and an object one foot above the pavement surface on the other.

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal to be affixed hereto, on the day and year first above written.

ABY EAST LLC

By: _____

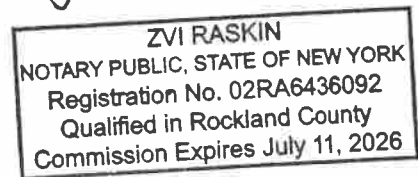
Shaul Kopelowitz, Member

[illegible]

On the 17th day of September in the year 2024 before me, the undersigned, personally appeared **SHAUL KOPELOWITZ** 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: 33.17
 Block: 2
 Lots: 1
 Town: Ramapo
 County: Rockland

**RECORD AND RETURN TO:**

**Village Attorney
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952**



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
 P.O. Box #818; 18 N. Main Street Harriman, N.Y. 10926
 (845) 782-8543 Fax (845) 782-5901
sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE A

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

**LEGAL DESCRIPTION FOR
 A SIGHT DISTANCE EASEMENT OVER LOT # 3
 IN FAVOR OF THE VILLAGE OF WESLEY HILLS AS SHOWN IN
 "SUBDIVISION PLAT OF 1 EAST LANE"
 VILLAGE OF WESLEY HILLS
 TOWN OF RAMAPO
 ROCKLAND COUNTY NEW YORK**

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the Northwest corner of Lot #3 on Said Map, thence:

S 74d-23m-06s E for a distance of 55.36 feet along the South side of Pomona Road (as widened) to a point; thence,

Along a curve bearing to the left and having a radius of 599.16 feet for an arc length of 7.39 feet still along the South side of Pomona Road (as widened) to a point; thence,

S 58d-45m-57s W for a distance of 83.05 feet through Lot #3 on Said Map to a point; thence,

N 10d-00m-00s E for a distance of 60.84 feet along the East side of East Lane to a point, said point being The Point or PLACE OF BEGINNING.

Said Easement containing 1,899 square feet of land more or less (0.04 acres of land)



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
 P.O. Box #818; 18 N. Main Street Harriman, N.Y. 10926
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sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE B

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

**LEGAL DESCRIPTION FOR
 A SIGHT DISTANCE EASEMENT OVER LOT # 3
 IN FAVOR OF THE VILLAGE OF WESLEY HILLS AS SHOWN IN
 "SUBDIVISION PLAT OF 1 EAST LANE"
 VILLAGE OF WESLEY HILLS
 TOWN OF RAMAPO
 ROCKLAND COUNTY NEW YORK**

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the intersection of the South side of Pomona Road (as widened) with the West side of McNamara Road (as widened), thence:

S 04d-35m-06s E for a distance of 24.36 feet along the West side of McNamara Road (as widened) to a point; thence,

N 48d-10m-17s W for a distance of 57.61 feet through Lot #3 on Said Map to a point; thence the following two (2) courses and distances along the South side of Pomona Road (as widened):

1. S 74d-23m-06s E for a distance of 31.38 feet to a point; thence,
2. Along a curve bearing to the right and having a radius of 28.67 feet for an arc length of 12.26 feet to a point, said point being The Point or PLACE OF BEGINNING.

Said Easement containing 530 square feet of land more or less (0.01 acres of land)



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

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	ABY East LLC			
☐ Corporation	Mailing address			SSN
☐ Partnership	1 Hillcrest Center Drive, Suite 232			
☐ Estate/Trust	City	State	ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley	NY	10977	88-1147771
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN
☐ Other	Shaul Kopelowitz			052-68-2718
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)			SSN
☐ Individual	Village of Wesley Hills			
☐ Corporation	Mailing address			SSN
☐ Partnership	432 Route 306.			
☐ Estate/Trust	City	State	ZIP code	EIN
☐ Single member LLC	Wesley Hills	NY	10952	
☐ 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
33.17-2-1	392611	1 East Lane.	Wesley Hills	Rockland

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

- 1 ☐ One- to three-family house
 2 ☐ Residential cooperative
 3 ☐ Residential condominium
 4 ☒ Vacant land
 5 ☐ Commercial/industrial

- 6 ☐ Apartment building
 7 ☐ Office building
 8 ☐ Four-family dwelling
 9 ☐ Other _____

Date of conveyance

month	day	year

Percentage of real property
conveyed which is residential
real property 100 %
(see instructions)

**Condition of conveyance
(mark an X in all that apply)**a. ☐ Conveyance of fee interestb. ☐ Acquisition of a controlling interest (state
percentage acquired _____ %)c. ☐ Transfer of a controlling interest (state
percentage transferred _____ %)d. ☐ Conveyance to cooperative housing
corporatione. ☐ Conveyance pursuant to or in lieu of
foreclosure or enforcement of security
interest (attach Form TP-584.1, Schedule E)f. ☐ Conveyance which consists of a
mere change of identity or form of
ownership or organization (attach
Form TP-584.1, Schedule F)g. ☐ Conveyance for which credit for tax
previously paid will be claimed (attach
Form TP-584.1, Schedule G)h. ☐ Conveyance of cooperative apartment(s)i. ☐ Syndicationj. ☐ Conveyance of air rights or
development rightsk. ☐ Contract assignmentl. ☐ Option assignment or surrenderm. ☐ Leasehold assignment or surrendern. ☐ Leasehold granto. ☒ Conveyance of an easementp. ☐ Conveyance for which exemption
from transfer tax claimed (complete
Schedule B, Part 3)q. ☐ Conveyance of property partly within
and partly outside the stater. ☐ Conveyance pursuant to divorce or separations. ☒ Other (describe) Shade Tree Easement

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)*

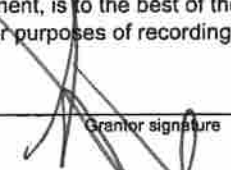
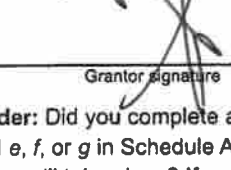
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real 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	Owner _____ Title	_____ Grantee signature	_____ Title
 _____ Grantor signature	Owner _____ 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 <i>Shaul Kopelovitz</i>	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 _____ Date _____ to _____ Date _____ (see instructions).
- ☐ 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

DECLARATION OF UTILITY EASEMENT AND SEWER EASEMENT

THIS DECLARATION OF UTILITY EASEMENT AND SEWER EASEMENT (this “Declaration”) made this 19th day of September, 2024 by ABY EAST LLC, having an address at 1 Hillcrest Center Drive, Suite 232, Spring Valley, NY 10977, (“Declarant”).

A. Declarant is the owner of certain real property consisting of an approximately 2.8493 acre parcel of land situate, lying and being in the Town of Ramapo, County of Rockland, New York and by deed dated March 14, 2022, and recorded in the Office of the Rockland County Clerk on March 16, 2022 as Instrument No. 2022-00010652 and designated as Tax Lot 33.17-2-1 on the Town of Ramapo Tax Map (the “Subject Property”).

B. Declarant has subdivided the Property into three (3) lots as shown on a subdivision plat entitled “3-Lot Subdivision Plat of 1 East Lane” prepared by Sparaco and Youngblood, PLLC dated September 25, 2019 and last revised November 7, 2023 which plat is to be recorded in the Rockland County Clerk’s Office (the “Subdivision Map”).

C. Declarant recognizes that certain easements for utilities and sewer are required to be established, the dimensions and location of which are shown on the Subdivision Map, to provide a utility easement over Lot 2 in favor of Lot 1 and to provide a sewer easement over Lot 3 in favor of Lot 1 which shall inure to the benefit of and bind the Subject Property, including the owner(s) thereof from time to time, and their respective successors and assigns (collectively the “Owners”).

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 Utility Easement over and burdening Lot 2 in favor of and benefitting Lot 1 as shown on the Subdivision Map and as more particularly described in Schedule A attached hereto, for the purpose of maintaining and/or repairing an overhead electric utility line (the “Utility 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. Declarant hereby establishes and grants a perpetual nonexclusive Sewer Easement over and burdening Lot 3 in favor of and benefitting Lot 1 as shown on the Subdivision Map and more particularly described in Schedule B attached hereto, for the purpose of installing, maintaining and/or repairing an underground sewer line (the "Sewer 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.

3. The owner of Lot 1 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 Utility Easement and the Sewer Easement (collectively, the "Maintenance").

4. 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 easements. Declarant hereby grants and establishes a temporary license area for the Maintenance and for incidental encroachments upon Lot 2 or Lot 3, as the case may be, 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 Lot 2 or Lot 3 on which work is being performed from the risks involved.

4. Upon completion of any work within the Utility Easement or Sewer Easement, the owner of Lot 1, 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 Utility Easement or the Sewer 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.

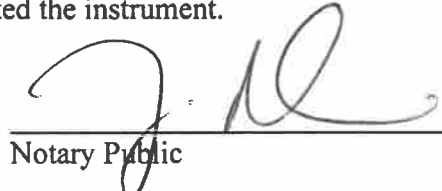
IN WITNESS WHEREOF, the declarant has executed this Declaration as of the day and year first above written.

ABY EAST LLC

By: _____
Shaul Kopelowitz, Member

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

On the 17th day of September in the year 2024 before me, the undersigned, personally appeared **SHAUL KOPELOWITZ** 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

ZVI RASKIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02RA6436092
Qualified in Rockland County
Commission Expires July 11, 2026

Portion of
Section: 33.17
Block: 2
Lots: 1
Town: Ramapo
County: Rockland

RECORD AND RETURN TO:

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



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
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 (845) 782-8543 Fax (845) 782-5901
sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE A

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

LEGAL DESCRIPTION FOR A UTILITY EASEMENT OVER LOT # 2 IN FAVOR OF LOT #1 AS SHOWN IN "SUBDIVISION PLAT OF 1 EAST LANE" VILLAGE OF WESLEY HILLS TOWN OF RAMAPO ROCKLAND COUNTY NEW YORK

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the Southwest corner of Lot #2 on Said Map, thence:

N 02d-28m-45s E for a distance of 13.51 feet to a point; thence,

S 53-30m-16s E for a distance of 17.60 feet through Lot #2 on Said Map to a point; thence,

N 70d-22m-53s E for a distance of 140.58 feet to a point located on the West side of McNamara Road (as widened) still through Lot #2 on Said Map; thence,

S 07d-11m-54s W for a distance of 11.21 feet to a point along the West side of McNamara Road (as widened); thence,

S 70d-22m-53s W for a distance of 126.63 feet through Lot #2 on Said Map to a point; thence,

N 82d-40m-00s W for a distance of 26.68 feet to a point, said point being The Point or PLACE OF BEGINNING.

Said Easement containing 1,500 square feet of land more or less (0.03 acres of land)



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
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sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE B

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

LEGAL DESCRIPTION FOR A SEWER EASEMENT OVER LOT # 3 IN FAVOR OF LOT #1 AS SHOWN IN "SUBDIVISION PLAT OF 1 EAST LANE" VILLAGE OF WESLEY HILLS TOWN OF RAMAPO ROCKLAND COUNTY NEW YORK

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the West side of McNamara Road (as widened), Said point being the Southeast corner of Lot #3 on Said Map, thence:

S 65d-21m-48s W for a distance of 147.11 feet to a point; thence,

N 80d-00m-00s W for a distance of 26.39 feet to a point; thence,

N 65d-21m-48s E for a distance of 174.30 feet to a point located on the West side of McNamara Road (as widened) on Said Map; thence,

S 04d-35m-06s E for a distance of 15.97 feet to a point along Said West side of McNamara Road (as widened), said point being The Point or PLACE OF BEGINNING.

Said Easement containing 2,411 square feet of land more or less (0.06 acres of land)



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

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 ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☒ Single member LLC ☐ Multi-member LLC ☐ Other	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)		Social Security number (SSN)	
	ABY East LLC			
	Mailing address		SSN	
	1 Hillcrest Center Drive, Suite 232			
	City	State	ZIP code	Employer Identification Number (EIN)
	Spring Valley	NY	10977	88-1147771
	Single member's name if grantor is a single member LLC (see instructions)		Single member EIN or SSN	
	Shaul Kopelowitz		052-68-2718	
Grantee/Transferee ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate/Trust ☐ Single member LLC ☐ Multi-member LLC ☐ Other	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)		SSN	
	Mailing address		SSN	
	City	State	ZIP code	EIN
	Single member's name if grantee is a single member LLC (see instructions)		Single member EIN or SSN	

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
33.17-2-1	392611	1 East Lane.	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" style="display: inline-table;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> <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	l. ☐ 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>Dec 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.

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	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 _____ Date _____ to _____ Date _____ (see instructions).
- ☐ 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

INTERMUNICIPAL AGREEMENT

AGREEMENT made as of the ____ day of September, 2024, by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York (hereinafter the "**TOWN**"), the **VILLAGE OF CHESTNUT RIDGE**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 277 Old Nyack Turnpike, Chestnut Ridge, NY 10977 (hereinafter the "**CHESTNUT RIDGE**"); the **VILLAGE OF AIRMONT**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 251 Cherry Lane, Airmont, NY 10952 (hereinafter "**AIRMONT**"); the **VILLAGE POMONA**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 100 Ladentown Road, Pomona, NY 10970 (hereinafter "**POMONA**"); the **VILLAGE OF NEW HEMPSTEAD**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 108 Old Schoolhouse Road, New City, NY 10956 (hereinafter "**NEW HEMPSTEAD**"); and the **VILLAGE OF WESLEY HILLS**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 432 NY-306, Monsey, NY 10952 (hereinafter "**WESLEY HILLS**"), (hereinafter, collectively, the "**VILLAGES**").

WITNESSETH:

WHEREAS, the **TOWN** is a municipal corporation within which the five **VILLAGES** are all partially or fully located and situated; and

WHEREAS, the **TOWN** received a federal grant for pedestrian safety improvements and infrastructure in the total amount of \$8,000,000, with \$5,000,000 of this grant money allocated for the five Villages (\$1,000,000 each) for the purposes of enhancing pedestrian safety and making roads safer for those traveling by foot, bike or car; and

WHEREAS, the **TOWN** will be utilizing the remaining federal grant money (\$3,000,000) for pedestrian safety improvements and infrastructure on **TOWN** property outside of the **VILLAGES**; and

WHEREAS, the **TOWN** maintains a Highway Department and a Department of Public Works as well as a larger municipal body with greater resources than each of the **VILLAGES**; and

WHEREAS, all of the grant money will be utilized by the respective governmental entities for substantially similar services; and

WHEREAS, there is no matching requirement under the terms and conditions of the grant for the respective **VILLAGES** to contribute any additional moneys; and

WHEREAS, it would be most efficient for all of the governmental entities and their respective constituents to best serve the best interests of the public and their respective taxpayers; and

WHEREAS, the **TOWN** with its greater amount of resources is best positioned to lead this

consolidated effort; and

WHEREAS, all six governmental entities have determined, pursuant to Article 5-G of the General Municipal Law, that the best interests of the public would be served through their entry into an inter-governmental agreement for the **TOWN** to provide to all of the **VILLAGES** with all of work required, including but not limited to the competitive bidding process, obtaining requisite rights-of-way, entering into any necessary sub-agreements with contractors, spend the money required upfront for the completion of the work, seek reimbursement for said expenses through the grant, to effectively and efficiently utilize the grant money to make the requisite pedestrian safety and infrastructure improvements in the respective **VILLAGES**; an

WHEREAS, the **VILLAGES** all hereby expressly grant the **TOWN** the authority to pursue and complete the work as set forth herein and as more particularly described in **Exhibit "A"** attached and made part of this agreement ("**Pedestrian Safety and Infrastructure Improvements**");

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained here, the **TOWN** and the **VILLAGES ALL AGREE AS FOLLOWS**:

FIRST: That each municipality has agreed to and approved this agreement. A copy of the resolutions of each respective governing body, approving the terms and conditions contained in this agreement, are annexed as **Exhibit "B"** ("**TOWN**"), **Exhibit "C"** ("**CHESTNUT RIDGE**"); **Exhibit "D"** ("**AIRMONT**"); **Exhibit "E"** ("**POMONA**"); **Exhibit "F"** ("**NEW HEMPSTEAD**"); and **Exhibit "G"** ("**WESLEY HILLS**") to this agreement.

PEDSTRIAN SAFETY AND INFRASTRUCTURE SERVICES:

SECOND: the **TOWN** agrees that it will render to the **VILLAGES** the required administrative, contracting, and grant processing and reimbursement services required to implement and construct the pedestrian safety and infrastructure services as set forth in Exhibit "A" herein within the **VILLAGES** in the manner set forth below.

THIRD: the **TOWN** agrees to pay for any and all expenses required for the aforesaid Pedestrian Safety and Infrastructure services and to seek reimbursement for said expenses through the grant.

FOURTH: The **TOWN** agrees that it shall perform all Pedestrian Safety and Infrastructure improvements as may, in the joint opinion of each **VILLAGE's** Licensed Engineer and the **TOWN's** Licensed Engineer, be required in order to construct and improve the pedestrian safety infrastructure in a condition satisfactory to that **VILLAGE** and in compliance with all Federal and State rules and regulations and at a minimum in a manner equal to that maintained in the unincorporated area of the **TOWN**. It is the intention of the parties hereto that the **VILLAGES** shall receive such services for the purposes of this Agreement as though they were part of the unincorporated area of the **TOWN**, which in no case shall be less than a safe and useable condition.

FIFTH: It is understood and agreed that this Agreement is limited to all ordinary and

necessary administrative, construction, and grant processing work necessary to make all of the pedestrian safety and infrastructure improvements as set forth in Exhibit “A”, attached hereto and made a part hereof, and any other projects that are agreed to in writing by each **VILLAGE's** Licensed Engineer and the **TOWN's** Licensed Engineer for each respective **VILLAGE**.

SIXTH: the **TOWN** hereby agrees to move expeditiously on all of the aforesaid Pedestrian Safety and Infrastructure improvements by preparing and publishing an Invitation to Bid on or before October 31, 2024;

If in the joint opinion of a **VILLAGE's** Licensed Engineer, and the **TOWN's** Licensed Engineer, said Pedestrian Safety and Infrastructure improvements cannot be properly performed by the **TOWN** due to no failure by the **TOWN**, and after the **VILLAGE**, following notification of such joint opinion, has had reasonable opportunity to make reasonable efforts to assist the **TOWN** but has also failed to do so, the **TOWN** shall not be required to continue with the services for any such portion only and shall be released from all obligations and liability therefor.

GENERAL PROVISIONS:

SEVENTH: the **TOWN** agrees that each employee assigned to perform the services to be provided to the **VILLAGES** shall be required to provide such services in a manner equal to those services provided in the unincorporated area of the **TOWN**, it being the intention of the parties that **VILLAGES** shall receive such services for the purpose of this Agreement as though it were part of the unincorporated area of the **TOWN**.

EIGHTH: A) the **TOWN** shall name the **VILLAGES** as an additional insured on its liability policy as well as the policies of any and all contractors retained to perform work in the respective **VILLAGES**. The **TOWN** does hereby indemnify and hold harmless the **VILLAGES** for the negligence of the **TOWN**, its agents and employees, including the cost of any defense of the **VILLAGES**. This provision shall not apply to any action or claim allegedly arising from a defective, unsafe or dangerous condition for which a **VILLAGE** received actual notice of said defective, unsafe or dangerous condition and failed to give notice to the **TOWN**, nor shall it apply where the Village did not receive proper notice in accordance with its own Notice Local Law. Further, where the **VILLAGES** do not have a properly-constituted Notice local law, the **TOWN** shall not be liable for any injury to person or property that would have been obviated by such local law, and the **VILLAGES** agrees to fully indemnify and hold the **TOWN** harmless from any and liability in any form.

B) It is agreed that for purposes of said Pedestrian Safety and Infrastructure improvements, the Town will require access to municipal right-of-ways. The **VILLAGES** agrees that the **TOWN** will not be responsible for any damages to mailboxes or other structures or items permitted by the Village and maintained in a right-of-way except for acts of gross negligence.

NINTH: Any failure or delay on the part of the **TOWN** or the **VILLAGES** in exercising or enforcing any right under any of the provisions of the Agreement will not constitute a waiver of such provisions or of the right of the **TOWN** or the **VILLAGES** to exercise or enforce any other right.

TENTH: This Agreement may not be changed orally. No change in or waiver of any provision of this Agreement will be binding upon the **TOWN** or the **VILLAGES** unless made in writing and signed by the **TOWN** Supervisor or the **VILLAGE** Mayor and any such waiver or change shall be effective only in the specific instance and for the purpose for which given, provided, however, that the **TOWN** may delegate, in writing, the power to waive or approve any requirement or action which, under the terms of this Agreement, may be waived or approved by the **TOWN**.

ELEVENTH: The parties contemplate that they may extend this Agreement for any term that may become necessary. In the event either is unwilling to do so or is willing to do so but under changed terms, that party shall notify the other in writing upon 30 days' notice, subject to the approval of their respective Boards.

TWELFTH: Any notice, demand, request, or other communication required to be given under this Agreement will be given by personal delivery or by certified or registered mail, postage prepaid and addressed:

- (a) to the **VILLAGES** at their respective offices at the address first set forth below, marked - Attention: Mayor, and
- (b) to the **TOWN** at the address first set forth below, marked Attention: Supervisor.

Notice shall be deemed given when actually delivered to the **TOWN's** Supervisor or the **VILLAGE** Mayor or when deposited with the post office registry clerk or an official U.S. Post Box. Either the **VILLAGES** or the **TOWN** may, by written notice to the other, given as provided herein, change the address to which written notices, requests, or other communications are to be mailed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:

TOWN OF RAMAPO

Town Clerk

By: Michael B. Specht, Town Supervisor

ATTEST:

VILLAGE OF CHESTNUT RIDGE

Village Clerk

By: Rosario Presti, Jr., Village Mayor

ATTEST:

VILLAGE OF AIRMONT

Village Clerk

By: Nathan R. Bubel, Village Mayor

ATTEST:

VILLAGE OF POMONA

Village Clerk_____
By: Ilan Fuchs, Village Mayor

ATTEST:

VILLAGE OF NEW HEMPSTEAD

Village Clerk_____
By: Avroham Sicker, Village Mayor

ATTEST:

VILLAGE OF WESLEY HILLS

Village Clerk_____
By: Marshall Katz, Village Mayor

STATEOFNEWYORK)
) ss.:
COUNTY OF ROCKLAND)

On this _____ day of _____, 2024, before me personally came **MICHAEL B. SPECHT**, to me known, who, being by me duly sworn, did depose and say that he resides at Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

NOTARY PUBLIC

STATEOFNEWYORK)
) ss.:
COUNTY OF ROCKLAND)

On this _____ day of _____, 2024, before me personally came **ROSARIO PRESTI, JR.**, to me known, who, being by me duly sworn, did depose and say that he resides at Chestnut Ridge, New York; that he is the Mayor of the Village of Chestnut Ridge, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Chestnut Ridge; and that he signed his name thereto by like order.

NOTARY PUBLIC

STATEOFNEWYORK)
) ss.:
 COUNTY OF ROCKLAND)

On this _____ day of _____, 2024, before me personally came **NATHAN R. BUBEL**, to me known, who, being by me duly sworn, did depose and say that he resides at Airmont, New York; that he is the Mayor of the Village of Airmont, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Airmont; and that he signed his name thereto by like order.

 NOTARY PUBLIC

STATEOFNEWYORK)
) ss.:
 COUNTY OF ROCKLAND)

On this _____ day of _____, 2024, before me personally came **ILAN FUCHS**, to me known, who, being by me duly sworn, did depose and say that he resides at Pomona, New York; that he is the Mayor of the Village of Pomona, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Pomona; and that he signed his name thereto by like order.

 NOTARY PUBLIC

STATEOFNEWYORK)
) ss.:
 COUNTY OF ROCKLAND)

On this _____ day of _____, 2024, before me personally came **AVROHAM SICKER**, to me known, who, being by me duly sworn, did depose and say that he resides at New Hempstead, New York; that he is the Mayor of the Village of New Hempstead, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of New Hempstead; and that he signed his name thereto by like order.

 NOTARY PUBLIC

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

On this _____ day of _____, 2024, before me personally came **MARSHALL KATZ**, to me known, who, being by me duly sworn, did depose and say that he resides at Wesley Hills, New York; that he is the Mayor of the Village of Wesley Hills, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Wesley Hills; and that he signed his name thereto by like order.

 NOTARY PUBLIC

EXHIBIT A

PEDESTRIAN SAFETY AND INFRASTRUCTURE SERVICES

SCOPE OF WORK:

1. The **TOWN** shall provide the following services to the **VILLAGES** as set forth herein.
2. The **TOWN** shall perform all administrative services required to perform the projects set forth herein including, but not limited to, competitive bidding solicitation, bid awarding, entering into agreements with contractors.
3. The **TOWN** shall perform all grant related services including incurring all initial expenses required for the performance of the projects set forth herein and seeking reimbursement for said expenses through the grant.
4. The **TOWN** shall perform all construction related services for the projects set forth herein including but not limited to development of design, specifications, technical details, obtaining and securing requisite rights of way, overseeing construction, obtaining any and all required permits and approvals, etc.

PROJECTS:

- **CHESTNUT RIDGE:** Pine Brook Road Sidewalk Construction Project as set forth in the Spence Engineering Memo, dated September 11, 2024, a copy of which is enclosed herewith and made a part hereof.
- **AIRMONT:** _____

- **POMONA:** _____

- **NEW HEMPSTEAD:** _____

- **WESLEY HILLS:** _____

Each Village's work, as performed by and through the Town, will be limited to a maximum total amount of \$1,000,000. Any and all work or expenditures in excess of that amount will require pre-approval from the applicable Village Board and the excess amount will be the sole responsibility of the applicable Village.

Any and All Amendments sought to any of the foregoing must be agreed to in writing by the TOWN and the respective VILLAGES and may be initiated by the respective municipality's license engineer.

A. Application Information

Name of Court: Wesley Hills Village Court, Rockland County				
Type of Application: ☒ Individual ☐ Joint				
If Joint, please select the name of Joint Applicant Field:				
Contact Person:				
Salutation: Ms.	First Name: Tara	Last Name: Roberts	Court Phone: 845-354-0404	
Title: Court Clerk		Email: tsroberts@nycourts.gov		
Address Information:	Address:	City:	Zip:	
Court Mailing Address:	432 Route 306	Wesley Hills	10952	
Court Physical Address:	432 Route 306	Wesley Hills	10952	

B. Caseload: New Case Filings for 3 Years

Year	Criminal:	Civil:	VTL:	Jury Trials:
2023:	51-100	0-30	201-500	0-30
2022:	201-500	0-30	201-500	0-30
2021:	201-500	0-30	501-750	0-30

Has your court had a security assessment performed by the OCA's Dept. Of Public Safety? ☒ No ☐ Yes

Did you receive a grant in 2023-2024 ☐ No ☒ Yes **Amount of Award** \$27,800.00

Did you receive a grant in 2022-2023 ☒ No ☐ Yes **Amount of Award** \$.00

Grant Items

Priority	Item Category	Item Name	Quantity	Price	Item Total
Total of all Items requested: \$7,607.30					
1	Courtroom Enhancements	Other	1	\$7,607.30	\$7,607.30
Comment: Replacement carpet for Justice courtroom. Current carpet was installed in 1989. (removal, installation, and disposal of carpeting)					

Completing the process

Please mail, fax, or scan/email your Signature Page, along with required documentation to:

Division of Professional and Court Services
 Attn: JCAP
 2500 Pond View, Suite 104 Castleton on Hudson, NY 12033
Fax: 518-471-4807
Email: jcap@nycourts.gov

Remember: Applications are not reviewed or considered until the required documentation and signature page are recieved.

Signature Acknowledgement

I understand that this application will not be reviewed until the signed signature page is recieved by the Division of Professional and Court Services, along with any required documentation.

☒ Yes

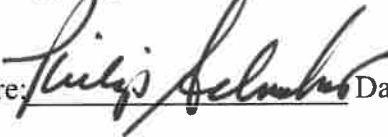
QUESTIONS: If you have questions about JCAP or need assistance completing the application, please call the Division of Professional and Court Services at 518-238-4301 or email: jcap@nycourts.gov

ANNUAL BUDGET: Court's itemized budget for the most recent municipal fiscal year.

AUTHORIZATION: Certified copy of the Local Resolution(s) of the Town or Village Board(s) authorizing this application. The Resolution may simply state the Town or Village authorizes the court to request up to the maximum amount available.

SUPPORTING DOCUMENTS: Estimates, Photographs, Floor Plans, etc.

JUSTICE SIGNATURE: Original signature(s) required from at least one justice (not an Associate Justice).

Name: Philip Schnelwar Signature:  Date: 9/23/2024

Name: _____ Signature: _____ Date: _____

CERTIFICATION: Original signature(s) required by Town Supervisor or Village Mayor.

The following signature provides certification that: (1) any funds (and any goods or services) awarded pursuant to this application shall be used only in accordance with the provisions of Chapter 280 of the Laws of 1999 and with all rules and regulations governing the Justice Court Assistance Program; (2) any goods and/or services purchased with any Justice Court Assistance Program funds shall be obtained in accordance with acceptable procurement practices established by the governing municipality including, but not limited to, competitive bidding and procurement policies and procedures; (3) no funds awarded pursuant to this application shall be used to compensate justices or non-judicial staff or to reduce or otherwise supplant funding provided by a town or village to its justice court.

Signature:  Name: Marshall Katz
☐ Town Supervisor ☒ Village Mayor (please print)

Date: September 25, 2024

**REMEMBER: YOUR JCAP APPLICATION IS SUBMITTED ONLINE ONLY.
 YOU MUST MAIL, FAX OR SCAN/EMAIL SIGNATURE PAGE & DOCUMENTS REQUIRED ABOVE.**

PROPOSAL

HAGE CARPET COMPANY, INC.

4661 Commercial Drive
P.O. Box 335
New Hartford, NY 13413
Phone: (315) 736-4401 Fax: (315) 736-3780
E-Mail: hagecarpet@aol.com

RECEIVED

JUL - 8 2024

VILLAGE OF WESLEY HILLS

PROPOSAL SUBMITTED TO Village of Wesley Hills	PHONE 1-845-354-0400	FAX 1-845-354-4097
STREET 432 Route 306		TO THE ATTN. OF: Camille Downey
CITY, STATE and ZIP CODE Wesley Hills, N.Y. 10952	JOB NAME	DATE 5/21/2024
NR.OF PAGES (Incl. this one)	JOB LOCATION Court Room	JOB PHONE

We hereby submit specifications and estimates for:

N.Y.S. Carpet Contract Group 20600-23200

Hage Carpet Co., Inc.- Shaw Industries, Inc. PC69411

A) Carpet Tile-Philadelphia-Sync Up J0126 Color-Contacts 26406

20 cartons=106.80 sq.yds. @\$31.50/ sq. yd. = \$3,351.90

B) Freight 106.80sq.yds. @\$2.35/sq. yd. = \$250.51

C) Carpet Installation

1) Carpet Tile Installation 106.80 sq.yds. @\$13.18/sq. yd. = \$1,407.62

2) Carpet Demolition 106.80 sq.yds. @\$7.01/sq. yd. = \$748.66

3) Carpet Disposal 106.80 sq.yds. @\$3.46/sq.yd. = \$369.52

4) Skim coat 961sq.ft. @\$1.44/sq. ft. = \$1,383.84

5) Transition Installation 15ft. @\$5.95/ft. = \$89.25

TOTAL = \$7,607.30

No Cove Base

Hage Carpet Co., Inc. is not responsible for asbestos or asbestos testing.

Hage Carpet Co., Inc. is not responsible for lead or lead testing.

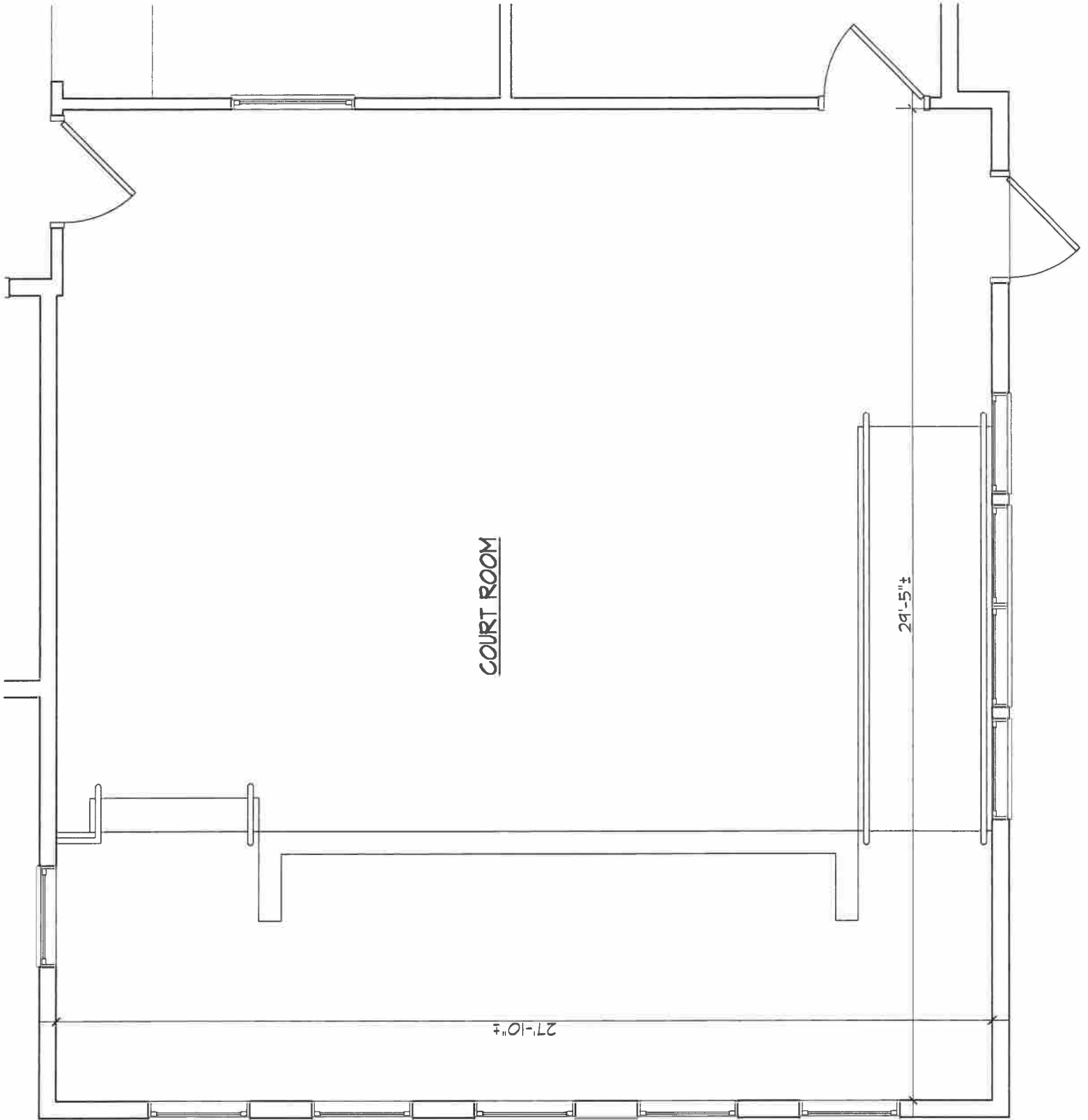
N.Y.S. Vendor I.D.#1000007762

We propose hereby to furnish material & labor- complete in accordance with above specifications, for the sum of: \$7,607.30 (Seven thousand six hundred seven dollars and thirty cents).

Authorized signature

Joe Hage

Note: This proposal may be withdrawn by us if not accepted until 10-11-2024.



MUNICIPALITY/SPONSOR: **Village of Wesley Hills**

PROJECT ID NUMBER (PIN): **8763.50** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Date Prepared: **9/25/2024** By: **DR**

Initials

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State").

and

the **Village of Wesley Hills** (the "Municipality/Sponsor")
acting by and through **the Mayor**
with its office at **432 Route 306, Wesley Hills, NY 10952.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **Wilder Road Sidewalks, Village of Wesley Hills, Rockland County, PIN 8763.50** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10 (34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, and Chapter 794 of the laws of 2022, as further amended by Chapter 3 of the laws of 2023 (effective December 28, 2023), the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: **Village of Wesley Hills**

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WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Federal aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required, therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

MUNICIPALITY/SPONSOR: **Village of Wesley Hills**PROJECT ID NUMBER (PIN): **8763.50** BIN: **N/A**CFDA NUMBER: **20.205**

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2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges, or other Federal Participating costs directly identifiable with the eligible project.

MUNICIPALITY/SPONSOR: **Village of Wesley Hills**PROJECT ID NUMBER (PIN): **8763.50** BIN: **N/A**CFDA NUMBER: **20.205**

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4.2 *Marchiselli Aid (if applicable).* NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991, are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs.* To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Title 49 of the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a

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material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government, or their representatives.

4.4 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project, or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors, or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the

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experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors, or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the

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Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security, or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company, or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* The Project phase(s) and Term are identified in Schedules (A) executed herewith and incorporated herein or as subsequently identified in a duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued, or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

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13.1 ***Time is of the essence (Bridge NY Projects).*** The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. ***NYSDOT Obligations.*** NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. ***Offset Rights.*** In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. ***Reporting Requirements.*** The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. ***Notice Requirements.***

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission,
 - (c) By personal delivery,
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Orietta Trocard**

Title: **Regional Local Projects Manager**

Address: **4 Burnett Boulevard, Poughkeepsie, NY 12603**

Telephone Number: **845-437-3386**

Facsimile Number: _____

E-Mail Address: **Orietta.Trocard@dot.ny.gov**

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[Municipality/Sponsor] Village of Wesley Hills

Name: Marshall Katz

Title: Mayor

Address: 432 Route 306, Wesley Hills, NY 10952

Telephone Number: 845-354-0400

Facsimile Number: 845-354-4097

E-Mail Address: mayor@wesleyhills.org

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Instructions and authorization forms are available on the State Comptroller's website at <https://www.osc.ny.gov/state-vendors>. Registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website at:

[https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic Payment Guidelines](https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines).

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable

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federal, state, and local laws, rules, and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 (41 CFR Subtit. B, Ch. 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act (NY CLS ECL, Art. 6), including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

MUNICIPALITY/SPONSOR: **Village of Wesley Hills**

PROJECT ID NUMBER (PIN): **8763.50** BIN: **N/A**

CFDA NUMBER: **20.205**

PHASE: PER SCHEDULES A

Date Prepared: **9/25/2024** By: **DR**
Initials

Comptroller's Contract Number: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:

STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 8763.50

OSC Contract #: _____	Contract Start Date: / / (mm/dd/yyyy)	Contract End Date: 12/31/2030 (mm/dd/yyyy) ☐ Check, if date changed from the last Schedule A
Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.		
Agreement Type: ☒ Locally Administered Municipality/Sponsor (Contract Payee): Village of Wesley Hills _____ Other Municipality/Sponsor (if applicable): _____		
☐ State Administered <i>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</i> ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share ☐ Municipality: % of Cost share		
Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☐ ROW Acquisition ☐ Construction/CI/CS		
Work Type: BIKE/PED./FACILITIES	County (If different from Municipality): Rockland County	
(Check, if Project Description has changed from last Schedule A): ☐		
Project Description: PIN 8763.50 Wilder Road Sidewalks, Village of Wesley Hills, Rockland County		
Marchiselli Eligible ☐ Yes ☒ No		

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8763.50.121	Current	TAP (80%)	\$188,808.00	\$151,046.40	\$0.00	\$37,761.60	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
8763.50.221	Current	TAP (80%)	\$50,000.00	\$40,000.00	\$0.00	\$10,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$238,808.00	\$191,046.40	\$ 0.00	\$47,761.60	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8763.50

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$191,046.40	\$ 0.00	\$47,761.60	\$238,808.00
		Total FEDERAL Cost	\$191,046.40
		Total STATE Cost	\$ 0.00
SFS TOTAL CONTRACT AMOUNT			\$191,046.40

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Danielle Rispoli</u> Phone No: <u>845-431-5724</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- Project description continued: This project will install 2,850 linear feet of new Americans with Disabilities Act (ADA) compliant sidewalks along the east side of Wilder Road from Willow Tree Road north to Lime Kiln Road in the Village of Wesley Hills in Rockland County. Work may also include improvements where feasible.
- XX.121 represents \$94,404 in Preliminary Design and \$94,404 in Detailed Design. XX.221 represents \$50,000 in ROW-I.
- This Schedule A adds the Preliminary Design, Detailed Design, and ROW-I phases and funds.
- This project is funded through the Transportation Alternatives Program (TAP), with a capped federal amount of \$2,287,025. The project sponsor is responsible for all additional costs.
- Projects must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.

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- PIN 8763.50 9/24/2024 DR

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☒	☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☒	☒

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance ([CFDA](http://www.cfda.gov/)²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



MM Tires
674 N Main St
Spring Valley NY 10977
845-625-2050
info@mmtires.com

Date	Invoice #
9/23/2024	80477

Bill To

2 RED OAK LN
 SPRING VALLEY
 NY
 10977

			P.O. No.	Terms	Rep
Qty	Item	Description	Rate	MPN	Amount
1	255/60/18 Yoko...	255/60/18 Yokohama Geolander H/t G056	315.00	93258	315.00T
1	Recycling Tax C...	Recycling Tax Charge	2.50		2.50
		Rockland County Sales Tax	8.375%		26.38
				Total	\$343.88
Thank you for choosing MM Tires!			Payments/Credits		\$0.00

Village Clerk

From: Mayor
Sent: Friday, September 27, 2024 10:17 AM
To: Miriam Katz
Cc: Village Clerk
Subject: RE: Pothole

Our attorney agreed that we can pay you. We need to pass a resolution at our meeting next Tuesday to expend the funds. Once we have a signed check, the Village Clerk will get in touch with you.

Best regards,

Marshall F. Katz
 Mayor, Village of Wesley Hills
 Co-Chair, Rockland County Conference of Mayors
 432 Route 306
 Wesley Hills, NY 10952
 Phone: 845-354-0400



From: Miriam Katz <chedkatz@yahoo.com>
Sent: Thursday, September 26, 2024 11:45 AM
To: Mayor <mayor@wesleyhills.org>
Subject: Re: Pothole

Yes

I left a message Sunday

Showed low tire, I called Mendy tire Sunday and they told me can't be fixed

Sent from Yahoo Mail for iPhone

On Thursday, September 26, 2024, 11:16 AM, Mayor <mayor@wesleyhills.org> wrote:

I am meeting with the Village Attorney to discuss this and other issues tomorrow.

Just to get the timeline straight, from your emails it looks like you may have hit the pothole on Thursday and Friday 9/19 & 9/21. Per your account and per our phone records, it looks like you notified the Village of the issue on Sunday 9/22.

Best regards,

Marshall F. Katz

Mayor, Village of Wesley Hills

Co-Chair, Rockland County Conference of Mayors

432 Route 306

Wesley Hills, NY 10952

Phone: 845-354-0400



From: Miriam Katz <chedkatz@yahoo.com>
Sent: Thursday, September 26, 2024 10:48 AM
To: Mayor <mayor@wesleyhills.org>
Subject: Re: Pothole

Let me know
Thanks

Sent from Yahoo Mail for iPhone

On Tuesday, September 24, 2024, 3:04 PM, Miriam Katz <chedkatz@yahoo.com> wrote:

Thanks

Sent from Yahoo Mail for iPhone

On Tuesday, September 24, 2024, 2:23 PM, Mayor <mayor@wesleyhills.org> wrote:

OK. I'll look into it and get back to you.

Best regards,

Marshall F. Katz
Mayor, Village of Wesley Hills
Co-Chair, Rockland County Conference of Mayors
432 Route 306

Wesley Hills, NY 10952
Phone: 845-354-0400



From: Miriam Katz <chedkatz@yahoo.com>
Sent: Tuesday, September 24, 2024 2:22 PM
To: Mayor <mayor@wesleyhills.org>
Subject: Re: Pothole

Yes in the wesley town hall parking lot

Sent from Yahoo Mail for iPhone

On Tuesday, September 24, 2024, 2:13 PM, Mayor
<mayor@wesleyhills.org> wrote:

So you are talking about a pothole in our parking
lot? Not on the roads?

Best regards,

Marshall F. Katz
Mayor, Village of Wesley Hills
Co-Chair, Rockland County Conference of
Mayors
432 Route 306
Wesley Hills, NY 10952
Phone: 845-354-0400



From: Miriam Katz <chedkatz@yahoo.com>
Sent: Tuesday, September 24, 2024 2:03 PM
To: Mayor <mayor@wesleyhills.org>
Subject: Re: Pothole

It's when u make a left turn after the library drop box, I went twice last week thur and fri, said low tire, on Sunday I called Mendy's to see why and they told me it's not repairable, front left tire. I asked them if it's from that and he agreed. I left message Sunday, and called also Monday and reached someone finally today.
Thanks

Sent from Yahoo Mail for iPhone

On Tuesday, September 24, 2024, 1:58 PM, Mayor
<mayor@wesleyhills.org> wrote:

Please let me know exactly where the pothole is, what day you reported it, and what day you got a flat.

Best regards,

Marshall F. Katz
Mayor, Village of Wesley Hills
Co-Chair, Rockland County
Conference of Mayors
432 Route 306
Wesley Hills, NY 10952
Phone: 845-354-0400



From: Miriam Katz
<chedkatz@yahoo.com>
Sent: Tuesday, September 24, 2024 1:54 PM
To: Mayor
<mayor@wesleyhills.org>
Subject: Pothole

Hi. Twice last week I went to the wesley town hall and when I left I

hit a pothole, causing a flat, I
called Mendys tire, and they could
not repair it, I had to get a new tire
cheapest one was \$343.88
Let me know if you need other info.
Can it please be repaired bc it is
not visible until you hit it.
Can you reimburse me for that, I
spoke to someone and they are
aware and got a quote to repair.
I had this issue once before, and
was told you need to know about it
beforehand, which the village does
know.

Let me know please

Thanks

Miriam Katz

845-323-1919

Sent from Yahoo Mail for iPhone