



BOARD OF TRUSTEES MEETING AGENDA

May 06, 2025 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.](#) April 1, 2025

RESOLUTIONS/DISCUSSIONS

- [2.](#) Resolution Levying Taxes
- [3.](#) Resolution Adopting the Revised Fee Schedule
- [4.](#) Resolution Approving the Reduction in Escrow for 89/91 Spook Rock Road
- [5.](#) Resolution Approving Contract with Barton & Loguidice P.C. for Engineering Services for the Wesley Chapel Culvert Replacement
- [6.](#) Resolution Approving the Village of Wesley Hills Cafeteria Plan including a Flexible Spending Plan
7. Resolution Approving Abstracts of Audited Claims
8. Resolution Approving Transfer of Funds
- [9.](#) Discussion: Creation of Secretary for Planning & Zoning Board Position

REPORTS

10. Mayor
11. Village Clerk/Treasurer
12. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

April 01, 2025, 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 (zoom)
Yisroel Cherns, Trustee (zoom)
Joseph Mause, Trustee
Tova Krull, Trustee

MEMBERS ABSENT:

None

OTHERS PRESENT:

Benjamin Selig, Village Attorney (zoom)
Camille Guido - Downey, Village Clerk-Treasurer

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

ITEM #1

RESOLUTION NO. 21-25

APPROVAL OF MINUTES

Trustee Mause made a motion to approve the minutes of March 4, 2025, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Mause and Trustee Krull. This motion was carried unanimously.

PUBLIC HEARING - 2025-2026 VILLAGE BUDGET

Trustee Mause made a motion to open the public hearing, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Mause and Trustee Krull. This motion was carried unanimously.

No one from the public wished to speak.

Mayor Katz stated that the following sections need to be updated:

1. Total Assessed Value number will decrease from \$123,376,820 to \$123,310,320 as per the Ramapo Assessor's offices' recent certification.
2. Line item 1450 – Elections -Personal services from \$0 to \$1,800
3. Line item 1450 – Elections – Contractual services from \$0 to \$2,200
4. Line item 1620 – Operation of Buildings – removal of \$35,000 as this is funded from this year's budget.

Trustee Mause made a motion to close the public hearing, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Mause and Trustee Krull. This motion was carried unanimously.

ITEM #3

RESOLUTION NO. 22-25

RESOLUTION ADOPTING 2025-2026 VILLAGE BUDGET

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

WHEREAS, the Board of Trustees of the Village of Wesley Hills has met and considered the tentative budget for the fiscal year beginning June 1, 2025, and has conducted a public hearing thereon as required by Section 5-508 of the Village Law; and

WHEREAS, said Board of Trustees has determined that the amounts estimated in the tentative budget are more than required for said fiscal year,

NOW, THEREFORE, BE IT RESOLVED, that the tentative budget for said fiscal year is hereby revised as follows:

Account	From	To	Difference
Total Assessed Value	\$123,376,820	\$123,310,320	-\$66,500
1450, Elections, Personal services	\$0	\$1,800	+\$1,800
1450, Elections, Contractual services	\$0	\$2,200	+\$2,200
1620, Operation of Buildings	\$35,000	\$0	-\$35,000

BE IT FURTHER RESOLVED, as a consequence of such changes such tentative budget, “Summary of Budget” is hereby revised as follows:

1. Total Appropriated Surplus is hereby decreased to \$97,500.
2. Balance to be raised by Taxation is hereby not increased.
3. Tax Rate is hereby changed to -1.0089%.

BE IT FURTHER RESOLVED, that the tentative budget as so amended and revised and as set forth in the copy of such budget annexed hereto and made a part of the Minutes of this Board, is hereby adopted, and that the several amounts set forth in the “Tentative Budget” column of such budget be and hereby are appropriated for the objects and purposes specified, and the salaries and wages set forth in the budget shall be and hereby are fixed at the amounts shown therein effective June 1, 2025.

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

ITEM #4

MAYOR'S APPOINTMENT - DEPUTY MAYOR

Mayor Katz appoints Milton Schwartz as Deputy Mayor for a one-year term.

ITEM #5

RESOLUTION NO. 23-25

APPOINTMENT OF DEPUTY VILLAGE CLERK

Mayor Katz appoints Alicia Schultz as Deputy Village Clerk.

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

RESOLVED, that the Mayor's appointment of Alicia Schultz to the office of the Deputy Village Clerk for a one-year term is hereby approved.

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

ITEM #6

RESOLUTION NO. 24-25

APPOINTMENT OF DEPUTY VILLAGE TREASURER

Mayor Katz appoints Yael Ash as Deputy Village Treasurer.

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

RESOLVED, that the Mayor's appointment of Yael Ash to the office of the Deputy Village Treasurer for a one-year term is hereby approved.

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

ITEM #7

RESOLUTION NO. 25-25

APPOINTMENT OF ASSOCIATE JUSTICE

Mayor Katz appoints Howard Richman as Associate Justice for a one-year term.

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

RESOLVED, that the Mayor's appointment of Howard S. Richman to the office of Associate Village Justice for a one-year term is hereby approved.

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

ITEM #8

RESOLUTION NO. 26-25

APPOINTMENT OF PLANNING BOARD CHAIRMAN

Mayor Katz appoints Lon Lieberman as Chairman of the Planning Board.

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

RESOLVED, pursuant to the provisions of Section 7-718 of the Village Law, that the Mayor's appointment of Lon Lieberman as Chairman of the Planning Board of the Village of Wesley Hills for a one-year term is hereby approved.

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

ITEM #9

RESOLUTION NO. 27-25

APPOINTMENT OF PLANNING BOARD MEMBER

Mayor Katz appoints Neil Wasserman as a Member of the Planning Board.

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

RESOLVED, that the Mayor's appointment of Neil Wasserman as a Member of the Planning Board of the Village of Wesley Hills for a term expiring April 2030 is hereby approved.

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

ITEM #10 **RESOLUTION NO. 28-25**
APPOINTMENT – 1st ALTERNATE TO THE PLANNING BOARD

Mayor Katz appoints Joseph Zupnik as 1st Alternate to the Planning Board.

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

RESOLVED, that the Mayor's appointment of Joseph Zupnik as 1st Alternate to the Planning Board of the Village of Wesley Hills for a one-year term is hereby approved.

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

ITEM #11 **RESOLUTION NO. 29-25**
APPOINTMENT OF 2nd ALTERNATE TO THE PLANNING BOARD

Mayor Katz appoints Tzvee Rotberg as 2nd Alternate to the Planning Board.

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

RESOLVED, that the Mayor's appointment of Tzvee Rotberg as 2nd Alternate to the Planning Board of the Village of Wesley Hills for a one-year term is hereby approved.

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

ITEM #12 **RESOLUTION NO. 30-25**
APPOINTMENT OF ZONING BOARD OF APPEALS CHAIRMAN

Mayor Katz appoints Jonathan Gewirtz as Chairman of the Zoning Board of Appeals.

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

RESOLVED, pursuant to the provisions of Section 7-718 of the Village Law, that the Mayor's appointment of Jonathan Gewirtz as Chairman of the Zoning Board of Appeals of the Village of Wesley Hills for a one-year term is hereby approved.

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

ITEM #13 **RESOLUTION NO. 31-25**
APPOINTMENT OF ZONING BOARD OF APPEALS MEMBER

Mayor Katz appoints Stephanie Collantes as a member of the Zoning Board of Appeals for a term expiring 2030.

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

RESOLVED, that the Mayor's appointment of Stephanie Collantes as a Member of the Zoning Board of Appeals of the Village of Wesley Hills for a term expiring April 2030 is hereby approved.

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

ITEM #14 **RESOLUTION NO. 32-25**
APPOINTMENT OF 1st ALTERNATIVE TO THE ZONING BOARD OF APPEALS

Mayor Katz appoints Barry Rozenberg as 1st Alternate to the Zoning Board of Appeals.

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

RESOLVED, that the Mayor's appointment of Barry Rozenberg as 1st Alternate to the Zoning Board of Appeals of the Village of Wesley Hills for a one-year term is hereby approved.

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

ITEM #15 **RESOLUTION NO. 33-25**
APPOINTMENT OF 2nd ALTERNATE TO THE ZONING BOARD OF APPEALS

Mayor Katz appoints Anita Hajioff as 2nd Alternate to the Zoning Board of Appeals.

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

RESOLVED, that the Mayor's appointment of Anita Hajioff as 2nd Alternate to the Zoning Board of Appeals of the Village of Wesley Hills for a one-year term is hereby approved.

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

ITEM #16 **RESOLUTION NO. 34-25**
RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES FOR VILLAGE FUNDS

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

RESOLVED, that the following banks are hereby designated as official depositories for Village funds: Key Bank, N.A.; JPMorgan Chase Bank, N.A.; M&T Bank; MBIA; Webster Bank; T.D. Bank Corp; and N.Y. Class.

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

ITEM #17 **RESOLUTION NO. 35-25**
RESOLUTION DESIGNATING OFFICIAL NEWSPAPER

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

RESOLVED, that the Rockland County Times and the Rockland Journal News, local newspapers, be designated as official Village newspapers of the Village.

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

ITEM #18

RESOLUTION NO. 36-25

RESOLUTION APPROVING THE 2025-2026 STORMWATER EDUCATION PROGRAM AGREEMENT WITH CORNELL COOPERATIVE EXTENSION OF ROCKLAND

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

RESOLVED, that the 2025-2026 Stormwater II Education Program Agreement between the Village of Wesley Hills and the Cornell Cooperative Extension of Rockland, a copy of which is made a part of the minutes of this Board, is hereby accepted, and the Mayor is authorized to indicate the approval and acceptance of such proposal by signing same on behalf of the Village of Wesley Hills.

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

ITEM #19

RESOLUTION NO. 37-25

APPROVAL OF A CONTRACT WITH CIVIL DESIGN WORKS FOR ENGINEERING SERVICES FOR THE 2025-2026 YEAR

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

RESOLVED, that the Proposal and Fee Schedule for Engineering Consulting Services for the 2025-2026 year for the Village of Wesley Hills by Civil Design Works, a copy of which is made a part of the Minutes of this Board, is hereby approved and the Mayor is authorized to indicate approval of such agreement on said document on behalf of the Village of Wesley Hills.

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

ITEM #20

RESOLUTION NO. 38-25

RESOLUTION APPROVING THE PROPOSAL WITH BROOKER ENGINEERING (A DIVISION OF WESTON & SAMPSON), PLLC FOR ENGINEERING SERVICES FOR THE 2025-2026 YEAR

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

RESOLVED, that the Proposal and Fee Schedule for Engineering Consulting Services for the 2025-2026 year for the Village of Wesley Hills by Brooker Engineering (a division of Weston & Sampson), PLLC, a copy of which is made a part of the Minutes of this Board, is hereby approved and the Mayor is authorized to indicate approval of such agreement on said document on behalf of the Village of Wesley Hills.

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

ITEM #21

RESOLUTION NO. 39-25

RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims #22,842 through #22,919 in the aggregate amount of \$159,360.59 as set forth in Abstract #4/25 dated April 1, 2025, 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 Mause and Trustee Krull. This motion was carried unanimously.

ITEM #22

RESOLUTION NO. 40-25

RESOLUTION APPROVING TRANSFER OF FUNDS

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

RESOLVED, that the transfers in the aggregate amount of \$185,000 as set forth in Abstract #4/25 dated April 1, 2025, 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 Mause and Trustee Krull. This motion was carried unanimously.

ITEM #23

DISCUSSION: POMONA HEIGHTS SPEED BUMPS

Mayor Katz stated that he mailed a letter to the residents of the Pomona Heights area to get feedback on the speed bumps that were installed. Mayor Katz stated that the responses were split between keeping the speed bumps and removing them. Trustee Krull stated that we should keep them and speak to the Town about installing a flatter kind of bump. Trustee Schwartz agreed and suggested temporary this year and permanent next year. Trustee Cherns and Trustee Mause agreed. Mayor Katz stated that he will reach out to Ramapo and report back. Mayor Katz stated that he will also discuss the speed bumps on Willow Tree with the Town.

ITEM #24

DISCUSSION: WILLOW TREE PARK IMPROVEMENTS

Mayor Katz stated that he shared the emails with the Town in reference to the proposed improvements to the Park. Mayor Katz stated that the Town will repair the pier and install the handicap access on Amsterdam Ave now. The Board Members agreed that they would like to see an overall plan of the improvements that includes, the walking paths, parking, playground, benches, bridge repair, etc. Mayor Katz stated that the Village needs to decide if we want to replace the gazabo or have it removed. Mayor Katz stated that he will be in contact with the Town for scheduling of another public meeting.

VILLAGE CLERK/TREASURER'S REPORT

Camille Guido-Downey reported that there were 17 complaints reported last month and 12 were for potholes. The NYS Achieves grant has been submitted. Construction has begun at the Village Hall landscaping.

UPCOMING MEETINGS

April 22	Workshop Meeting
May 6	Regular Board Meeting

May 20 Workshop Meeting

ADJOURNMENT

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

Respectfully submitted,
Camille Guido-Downey

**VILLAGE OF WESLEY HILLS
TAX WARRANT**

TO: CAMILLE GUIDO-DOWNEY, VILLAGE CLERK TREASURER

YOU ARE HEREBY COMMANDED to receive and collect from the several persons named in the tax roll hereunto annexed, the several sums stated in the last column hereof opposite their respective names, being a total of \$903,363.00 for the following purposes:

For the Current Budget	\$903,363.00
Total	\$903,363.00

YOU ARE FURTHER COMMANDED to receive and collect such sums without additional charge between the first day of June and the first day of July 2025, both inclusive; and thereafter to collect with such of the sums as have not been theretofore collected, and additional charge of five per centum for the first month or fraction thereof and one per centum for each month or fraction thereof thereafter until paid.

YOU ARE FURTHER COMMANDED to return the tax roll and warrant to the Board of Trustees on or before the first day of November 2025, and to deliver to the Board of Trustees at the same time an account of the taxes remaining due and unpaid; describing each parcel of real property upon which taxes are unpaid, showing the person or persons to whom the parcel is assessed and showing as to each parcel the amount of tax unpaid.

Marshall Katz, Mayor

DATED: May 6, 2025

ATTEST:

Camille Guido-Downey
Village Clerk-Treasurer

VILLAGE OF WESLEY HILLS
FEE SCHEDULE

Item 3.

PROCEDURE(S)	BOARD	FEE
ZONING BOARD	ZONING BOARD OF APPEALS	a) For actions involving existing one-family residences: \$150
		b) For actions involving new one-family residences: \$150 , plus \$100 per variance sought.
		c) For actions involving all other existing uses: \$250 , plus \$100 per variance sought.
		d) For actions involving all other new uses: \$350 , plus \$100 per variance sought.
		e) An initial amount of professional escrow account required for all ZBA applications: \$500
		All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.
<u>RE-ZONING - Map Changes:</u>	VILLAGE BOARD	\$500 for the first acre or fraction thereof affected, plus \$150 for each additional acre or fraction thereof affected, plus \$150 per meeting (including first meeting on application). In addition, \$1,500 professional escrow fees.
PLANNING BOARD	<u>SUBDIVISION-SKETCH PLAT:</u>	a) \$500 , plus \$150 per lot, plus \$150 per board meeting for appearance at each meeting after first meeting on application, plus actual publication cost.
		b) An initial amount of professional escrow account required for all Sketch subdivision applications: \$5,000
		All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.
	<u>SUBDIVISION-PRELIMINARY PLAT:</u>	a) \$500 , plus \$150 per lot, plus \$150 per board meeting for appearance at each meeting after first meeting on application.
		b) An initial amount of professional escrow account required for all Preliminary subdivision applications: \$5,000
		All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.
	<u>SUBDIVISION-FINAL PLAT:</u>	a) \$500 , plus \$150 per lot, plus \$150 per board meeting for appearance at each meeting after first meeting on application.
		b) An initial amount of professional escrow account required for all Final subdivision applications: \$5,000
		All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.

VILLAGE OF WESLEY HILLS
FEE SCHEDULE

Item 3.

ENGINEERING INSPECTION FEES	<u>PLANNING BOARD</u>	6% of estimated cost of all improvements and any excess cost will be billed to the Applicant as per of Local Law No. 3 of 2009.
<u>RECREATION FEE</u>	PLANNING BOARD	(money in lieu of land): \$5,000 per lot for new subdivision lots
<u>SITE PLAN</u>	PLANNING BOARD	a) \$500, plus \$25 per parking space required by Zoning Law, plus \$150 per meeting for appearance at each meeting after first meeting on application. b) An initial amount of professional escrow account required for all Site Plan applications: \$3,000 All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.
<u>SPECIAL PERMIT</u>	PLANNING BOARD	a) For Home Business: \$250, plus \$150 per board meeting for appearance at each meeting after first two meetings. In addition, \$750 professional escrow due. b) For all other special permit uses: \$300 plus \$150 per meeting for appearance at each meeting after the first two meetings. In addition, \$1,500 professional escrow due. All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.
<u>CLEARING, FILLING AND EXCAVATION PERMIT</u>	PLANNING BOARD	a) \$100 for the first 1,000 square feet of affected area, plus \$50 for each additional 1,000 square feet of affected area (as determined by the Village Engineer). b) An initial amount of professional escrow account required for all Clearing, Filling & Excavation applications: \$1,500 All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.
<u>WETLAND PERMIT</u>	PLANNING BOARD	a) \$100 for first 1,000 square feet of affected area, plus \$50 for each additional 1,000 square feet of affected area (as determined by the Village Engineer). b) An initial amount of professional escrow account required for all Wetland applications: \$1,500 All applicants are advised that they may be called upon to replenish their escrow account previously posted at the direction of the Village Clerk. Applicants are advised if the required replenishment is not provided, further action on the applications will be halted. Any unused escrow funds will be returned to the Applicant upon request.

VILLAGE OF WESLEY HILLS
FEE SCHEDULE

Item 3.

<u>INITIAL AMOUNT OF ESCROW ACCOUNT REQUIRED FOR APPLICATION FOR NEW WIRELESS COMMUNICATION SERVICES FACILITY</u>	PLANNING BOARD	\$5,000
<u>INITIAL AMOUNT OF ESCROW ACCOUNT REQUIRED FOR APPLICATION FOR CO- LOCATION ON EXISTING WIRELESS SERVICES FACILITY</u>	PLANNING BOARD	\$5,000
<u>ARCHITECTURAL REVIEW BY THE PLANNING BOARD</u>	PLANNING BOARD	For application: \$150 and cost of professional fees.
<u>LAND DEVELOPMENT ACTIVITIES</u>	PLANNING BOARD	a) An initial escrow of \$1500 shall be required for construction activities that require storm water pollution prevention plans (SWPPP) and inspections as mandated by Local Law No. 1 of 2008, Local Law for Stormwater Management and Erosion and Sediment Control, Article 5, Section 1. b) Illicit discharge and erosion sediment control inspections, as required, to verify compliance with the local law for storm-water management and erosion and sediment control and Local Law # 2 of 2010 to prohibit illicit discharges, activities and connections to separate storm sewer system in an amount of not less than \$350 per inspection. Inspections are required for activities including but not limited to: new construction, additions, wetlands permits, violations, clearing, filling and excavation permits and violations, any land disturbance that could create a potential erosion issue as determined by the storm water management officer of the Village of Wesley Hills.
<u>PLANNING BOARD APPEARANCE FEE</u>	PLANNING BOARD	\$250 a meeting and subject to professional fees.
<u>TECHNICAL ADVISORY COMMITTEE (T.A.C.)</u>	PLANNING BOARD & ZONING BOARD OF APPEALS	\$250 a meeting and in addition, \$500 professional escrow due.
<u>SIGN PERMIT</u>	BUILDING DEPARTMENT	\$150
<u>BUILDING PERMIT</u>	BUILDING DEPARTMENT	a) For new one-family residences: \$1,000 for the first \$50,000 of construction cost, plus \$15 for each additional \$1,000 of construction cost or fraction thereof, plus \$50 for Certificate of Occupancy (payable at time of Issuance of Building permit). \$3,000 professional escrow fee due. b) For alterations, repairs, additions, or accessory buildings or structures for existing one-family residences: \$150 for first \$1,000 of construction plus \$10 for each additional \$1,000 of construction cost, plus \$50 for Certificate of Occupancy (payable at time of Issuance of Building permit). For additions, or accessory buildings or structures, \$1,500 professional escrow fee due. c) For in-ground pools: Application fees plus \$500 Professional escrow fee. d) For commercial buildings: \$500 plus 2% of construction cost plus \$50 per each Certificate of Occupancy.
<u>NEW TENANT CERTIFICATE OF OCCUPANCY</u>	BUILDING DEPARTMENT	\$150

VILLAGE OF WESLEY HILLS
FEE SCHEDULE

Item 3.

<u>RE-INSPECTION FEE (for re-inspection required after construction work has been disapproved)</u>	BUILDING DEPARTMENT	a) For construction having a cost of \$30,000 or more: zero for the first such re-inspection; \$150 for the second such re-inspection; and \$75 for each subsequent re-inspection. b) For construction having a cost of less than \$30,000: zero for the first such re-inspection; \$50 for the second such re-inspection; and \$25 for each subsequent re-inspection. c) In addition to the re-inspection fees as set forth in items 14a) & 14b) above, all applicants and property owners will be required to pay to the Village of Wesley Hills all fees of the Village Engineer and Village Planner as deemed necessary in connection with any inspection required by the Village Building Inspector, the Village of Wesley Hills Zoning Board of Appeals, the Village of Wesley Hills Planning Board and the Village of Wesley Hills Board of Trustees.
<u>EXTENSION OF BUILDING PERMIT FOR TWO ADDITIONAL ONE-YEAR PERIOD</u>	BUILDING DEPARTMENT	\$100 plus 25% of the original Building Permit fee for the first one-year extension. \$100 plus 50% of the original Building Permit Fee for the second one-year extension. Thereafter a new permit is required.
<u>DEMOLITION PERMIT</u>	BUILDING DEPARTMENT	\$100
<u>BLASTING PERMIT</u>	BUILDING DEPARTMENT	\$400 plus \$50 per day for each day of duration of permit.
<u>VIOLATION & CERTIFICATE OF OCCUPANCY SEARCH</u>	BUILDING DEPARTMENT	\$250 for residential, \$500 commercial, \$150 for <u>reinspection</u>
<u>CERTIFICATE OF OCCUPANCY SEARCH</u>	BUILDING DEPARTMENT	\$50
<u>FIRE SAFETY INSPECTIONS</u>	FIRE INSPECTOR	\$75 per inspection for up to 2000 sq. feet \$100 per inspection for 2001-5000 sq. feet \$125 per inspection for 5001-7500 sq. feet \$175 per inspection for 7500-10,000 sq. feet \$250 per inspection for buildings in excess of 10,000 sq. feet. In addition, each re-inspection shall be \$50 per inspection.
<u>TENT PERMIT</u>	FIRE INSPECTOR	\$75 per inspection for 400-1600 sf \$100 per inspection for 1601-3000 sf \$125 per inspection for 3001-5000 sf \$175 per inspection for 5001 sf and up \$50 reinspection fee

VILLAGE OF WESLEY HILLS
FEE SCHEDULE

Item 3.

<u>COURT RECORD SEARCH</u>	JUSTICE COURT	\$25
<u>REIMBURSEMENT FOR PROFESSIONAL FEES TO ENGINEERS, PLANNERS, ATTORNEYS, OR OTHER PROFESSIONALS</u>	BUILDING DEPARTMENT/PLANNING BOARD/ZONING BOARD OF APPEALS	All applicants to the Village of Wesley Hills Village Board of Trustees, Zoning Board of Appeals and Planning Board shall be responsible to provide reimbursement of professional fees to the Village of Wesley Hills in accordance with the provisions of Local Law No. 3 of 2009.
<u>VILLAGE ATTORNEY</u>	BUILDING DEPARTMENT/PLANNING BOARD/ZONING BOARD OF APPEALS	a) Preparation of Performance Escrow Agreements Fee: \$250 b) Partial Performance Escrow Release Fee: \$250 c) Total Release of Balance of Performance Escrow Fee: \$250
<u>ROAD OPENING PERMIT</u>	VILLAGE CLERK	\$200 for each opening up to 32 square feet plus an additional price of \$100 for each additional 32 square foot.
<u>LICENSE FOR PEDDLING AND/OR SOLICITING</u>	VILLAGE CLERK	\$150 payable by each person to be so licensed for 30 days.
<u>FILMING PERMIT</u>	VILLAGE CLERK	a) Basic filming permit: \$250 for two or more days, or \$150 for one day. Where an applicant requests a waiver of the notice provisions of § 106-3A, the basic filming permit fee shall be \$500 . b) The daily filming fee for a major motion picture as defined in this chapter shall be \$250 per hour, with a minimum of four hours. c) The filming permit for nonprofit applicants filming for educational purposes (no daily rate is required) shall be \$100 . d) In addition to any fees or costs mentioned in this chapter, the applicant shall reimburse the Village for any lost revenue, such as repairs to public property. e) In addition to any fees or costs mentioned in this chapter, an administrative fee in the amount of \$500 shall be paid at the time the permit is issued. f) The posting of a \$5,000 cash security deposit, or \$5,000 maintenance bond.
GROSS RECEIPTS	VILLAGE CLERK	1%



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

September 30, 2024

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

Attn: Village of Wesley Hills Village Board

Re: 91 Spook Rock Road
Review of Escrow Release Request

Dear Honorable Mayor & Village Board of Trustees,

The Village of Wesley Hills Building Department has requested that our office review the status and potential release of escrow currently withheld by the Village with respect to the property located at #91 Spook Rock Road, a lot previously approved as Lot 2 as designated on the approved 'Hurwitz Subdivision'. The previously approved dwelling has been constructed on Lot 2 and our office is in the process of reviewing as-built surveys and documentation to determine substantial compliance with the approved plans and field changes. Escrow was posted in December 2023 for the amount of \$37,000 by the developer Zahav Group, Inc for a Temporary Certificate of Occupancy. The escrow amount was generally based on Brooker Engineering's 'Revised As-built Review (x2)' dated December 11, 2023, in which our office recommended a certain escrow amount to be posted if the Building Department was prepared to issue a Temporary Certificate of Occupancy at that time. The two most notable outstanding issues included relocation of the installed driveway and implementation of the plantings as approved by the Planning Board.

It is our understanding that the developer, Zahav Group, Inc., has sold the property and it is currently under new ownership. Our office believes that the responsibility of obligations should have been transferred by the developer to the new property owner at the time of the sale; however, we are not aware of the details of the sale and are under the assumption that this did not occur. It appears that the new property owner has elected to complete the outstanding items outlined in our previous letter dated December 11, 2023, without the original developer (Zahav Group, Inc.) who has posted the escrow. It shall be noted that the filed Escrow Agreement specified that a portion of the escrow posted (\$14,500) be held for completion of all such work except for implementation of a revised landscaping plan to be approved by the Planning Board of the Village of Wesley Hills and the remaining portion (\$22,500) be held with respect to implementation of the revised landscaping plan.

Our office has recently received a revised as-built survey titled 'Update for 91 Spook Rock Road' prepared by Anthony R. Celentano PLS last revised September 24, 2024. A site visit was most recently performed on September 30, 2024. Our office provides the following recommendations based upon Section 1a and 1b of the full Escrow Agreement, a copy of the full executed Escrow Agreement is attached for reference:

Section 1a of the Escrow Agreement - \$14,500:

As the current relationship between the current property owner and the developer is unclear, our office requests that the Village Attorney opine regarding the appropriate procedure to ensure completion of the remainder of the work except for implementation of landscaping plan. Part of the work to be completed included relocation of the driveway stem leading from Spook Rock Road to Lot 2. It should be noted that Lot 1 of the subdivision received a variance on April 17, 2024, at the Village of Zoning Board of Appeals meeting, subject to conditions, to permit a impervious surface ratio of 0.29. A portion of the Lot 1 driveway was proposed to be removed as part of the approved subdivision plans, but not completed at the request of the Lot 1 property owner.

Our office performed a general review of the revised as-built survey dated September 24, 2024, and it appears that the driveway was not relocated but rather enlarged resulting in the need for a new variance for impervious surface ratio (currently provided: 0.25, allowed: 0.20). As the time to complete the work as noted in the agreement has lapsed and it is believed that ownership of the property has transferred, it is unclear if the Village maintains the ability to utilize the funds to complete the work as noted in Section 2 of the agreement considering this agreement is with Zahav Group, Inc. and not the current property owner. Our office requests that the Village Attorney opine with respect to the obligation of responsibility and validity of current Escrow Agreement with Zahav Group, Inc. Please note that the as-built survey has not been reviewed in detail at this time; however, due to the outstanding issues involving the driveway, **our office believes that a portion of the escrow in the amount of \$14,500 should be withheld by the Village at this time.**

Section 1b of the Escrow Agreement - \$22,500:

As part of the Escrow Agreement (Section 1b), the sum of \$22,500 would be returned to Zahav Group, Inc. upon completion of implementation of a revised landscaping plan to be approved by the Planning Board of the Village of Wesley Hills. At the March 27, 2024, Planning Board meeting, Resolution #24-4 (attached for your reference) was approved resolving that the 'aforementioned plat for the Hurwitz Subdivision is hereby revised to delete Note 32' and further resolved 'that the currently existing plantings on Lot 2 of the Hurwitz Subdivision are hereby accepted as representing satisfactory implementation of the Planting & Erosion Control Plan associated with the said subdivision'. As per the Planning Board Resolution, compliance with the approved planting plan is no longer required prior to issuance of Certificate of Occupancy. At the time of our site visit, it is our opinion that the current existing plantings provides sufficient screening to the neighboring properties. **Therefore, our office recommends the release of a portion of the escrow in the amount of \$22,500 to Zahav Group, Inc. at this time.**

As noted above, a detailed review of the revised as-built recently submitted has not been completed at this time and a review letter for the property will be submitted to the Building Department under separate cover at a future date. **This letter of recommendation is subject to Village Attorney review and concurrence.**

Sincerely,

Devon Palmieri

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

Y:\VILLAGES\WH Wesley Hills\WH0181 - 2021 Plot Plans\89B Spook Rock Road\2024-09-30 Escrow Release Review.docx

ESCROW AGREEMENT

In consideration of the issuance by the Village of Wesley Hills of a certificate of occupancy for the dwelling located at 91 Spook Rock Road in the Village of Wesley Hills (identified on the Town of Ramapo Tax Map as Section 40.16, Block 1, Lot 10.22) before the completion of all construction items, Zahav Group, Inc. does hereby deposit with the Village of Wesley Hills the sum of \$37,000.00, which funds shall be held in escrow by the Village of Wesley Hills upon the following conditions:

1. In the event that such unfinished construction items, as set forth in the attached letter of Brooker Engineering dated December 11, 2023, including, without limitation, (a) driveway relocation work, (b) implementation of a revised landscaping plan to be approved by the Planning Board of the Village of Wesley Hills, (c) additional landscaping work set forth in said letter of Brooker Engineering, and (d) final as-built drawing, are completed to the satisfaction of Brooker Engineering no later than May 30, 2024, the said sum shall be returned to Zahav Group, Inc. as follows:

a. Upon completion of all such work except for implementation of a revised landscaping plan to be approved by the Planning Board of the Village of Wesley Hills, together with confirmation in writing from Brooker Engineering that such work has been performed to its satisfaction, the sum of \$14,500.00 shall be returned to Zahav Group, Inc.

b. Upon completion of implementation of a revised landscaping plan to be approved by the Planning Board of the Village of Wesley Hills, together with confirmation in writing from Brooker Engineering that such work has been performed to its satisfaction, the sum of \$22,500.00 shall be returned to Zahav Group, Inc.

2. In the event such items are not completed to the satisfaction of Brooker Engineering within such time, the Village of Wesley Hills is hereby authorized to arrange for the performance of such work by a contractor or contractors of its choice. In such event, the expense of such work shall be paid out of the escrow funds, and, in addition, the Village shall be entitled to pay to itself out of the escrow funds, separately for each of item a and item b set forth in Paragraph 1 hereinabove which remains incomplete, the sum of \$1,000.00 plus 10% of such actual construction expenses to defray the expenses of the Village

relating to causing such construction work to be performed. Any balance of such escrow funds remaining after payment for all such work required shall be returned to Zahav Group, Inc.

3. In the event that the deposited sum of \$37,000.00 is insufficient to pay the cost of the aforesaid work and related administrative expenses of the Village of Wesley Hills as set forth hereinabove, then Zahav Group, Inc. will remit to the Village of Wesley Hills an additional amount that shall be calculated to be the difference between the Village's costs and expenses and \$37,000.00.

4. Zahav Group, Inc. does hereby agree to apply to the Planning Board of the Village of Wesley Hills forthwith for approval of a revision to the landscaping plan incorporated into the approval of the subdivision map titled "Subdivision Plat for Hurwitz", which was approved by the Planning Board of the Village of Wesley Hills by Resolution # 18-7. Such application shall include a proposed revised landscaping plan. Zahav Group, Inc. agrees to appear before the Planning Board at its next meeting on January 3, 2024 in furtherance of such application, to pay all required application and appearance fees therefor, and to be bound by the decision of the Planning Board to be rendered upon its application.

5. Zahav Group, Inc. does hereby agree to hold the Village of Wesley Hills harmless for any damages sustained as a result of any activities authorized by this Agreement and hereby agrees that it shall have no recourse against the Village of Wesley Hills for any claims whatsoever arising out of this Agreement, including the selection of contractors by the Village.

6. In the event that any funds are to be returned to Zahav Group, Inc. at any time pursuant to this Agreement, the Village of Wesley Hills is authorized to withhold from said funds the amount of \$250.00 as to each such remittance as an administrative fee together with any funds owed to the Village of Wesley Hills for professional fees rendered by the Village's engineering consultant or the Village Attorney in connection with this project. In the event that the funds to be remitted are insufficient to cover the funds owed to the Village for such administrative fee and professional fees, the additional amount owed by Zahav Group, Inc. shall be paid to the Village forthwith.

7. In the event that Zahav Group, Inc. fails to pay any additional amounts that may be owed to the Village of Wesley Hills pursuant to the provisions of this Agreement, Kamran Amona agrees to be personally responsible for the payment of such amounts.

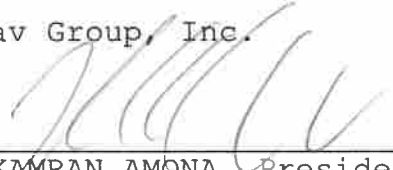
The undersigned, by signing this Escrow Agreement, confirms

the consent of Zahav Group, Inc. and Kamran Amona individually to the terms set forth herein.

Dated: Wesley Hills, New York

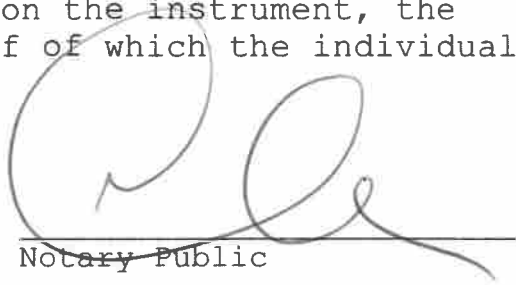
December , 2023

Zahav Group, Inc.

By: 
KAMRAN AMONA, President

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss:

On the 29th day of December in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared KAMRAN AMONA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

CAMILLE GUIDO-DOWNEY
NOTARY PUBLIC STATE OF NEW YORK
RESIDING IN ROCKLAND COUNTY
NO. 01GU6337245
MY COMMISSION EXPIRES 02/22/2024

		ZAHAV GROUP INC. 2 Powderhorn Dr. Suffern, NY 10901	5226 1-725/2260
Pay to the Order of <u>Village of West H.L.S.</u>		<u>Dec 29-2013</u> Date	\$ 37000. ⁰⁰ / ₁₀₀
<u>thirty seven thousand</u>		Dollars	 Photo Safe Deposit® Outlets on Bus
North East Community Bank			
For <u>E. S. Sauer</u>			
@ 226072511: 005 0431089 5226			

RECEIVED

DEC 11 2023

December 11, 2023

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

VILLAGE OF WESLEY HILLS


BROOKER ENGINEERING

 a division of Weston & Sampson[®]

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

Attn: Alicia Schultz, Building Department

 Re: 91 Spook Rock Road
Revised As-built Review (x2)

Dear Ms. Schultz,

Our office has reviewed the "Final Survey for 91 Spook Rock Rd.", prepared by Anthony Celentano, P.L.S. last revised November 8, 2023 and additional documentation provided by the Applicant. A site visit was last performed on November 27, 2023. At this time, we do not recommend the issuance of a Certificate of Occupancy. We offer the following comments:

1. Front yard, side yard, and rear yard to be designated as they were in the approved Plot Plan. As-built survey to designate the same yards as approved. Front yard, side yard, and total side yard to be reviewed and corrected in the Bulk Table.
2. Our approximate calculations indicate a greater area for the macadam driveway within the front yard. Front yard impervious ratio and maximum impervious surface calculations to be revised/confirmed to include the macadam driveway/front yard area as it was for the approved Plot Plans. A variance may now be required.
3. The macadam drive shown on the survey appears to encroach the property to the north, Tax Lot #40.16-1-10.21. Approved subdivision plans also included partial removal of pavement on Lot#1. It is noted that a letter from the neighboring property has been provided indicating that they agree to have a portion of the driveway for the subject property remain on their property. However, the driveway has been constructed differently than that of which is shown on the approved "Subdivision Plat for Hurwitz". Our office believes that the driveway should be reconstructed as it was proposed, or the project return to the Planning Board to record any necessary easements for the driveway encroachment. Our office defers to the Village Attorney regarding the appropriate course of action.
4. As requested in our final approval letter dated November 22nd, 2021:
 - a. All the plantings shown on the Planting and Erosion Control Plan from the approved planting plan for "Subdivision Plat for Hurwitz" shall be installed. Our site visit noted insufficient landscaping in regards to quantity, species, and sizes.

It appears that there has been disturbance beyond the approved clearing limit line near the northwest corner of the property. It appears that approximately twelve (12) trees that were proposed to remain appear to have been removed. The Applicant has indicated that the trees removed were dead prior to construction and other trees on the property (originally proposed to be removed) were protected due to field changes. Our office recommends an as-built tree survey be provided once the final landscaping and planting are implemented to determine if sufficient screening is provided to neighboring properties. A reappearance before the Planning Board may be necessary for revised plans and consideration for additional landscaping. Our office defers to the Village regarding the appropriate course of action.

5. As-built survey to be updated to reflect only installed drainage items. The survey appears to have carry-over from the proposed footing/basement drainpipe location and inverts.
6. Earthen berm to be installed with positive conveyance of runoff from the installed driveway to the drywell. As-built survey to be updated with installed location of berm and additional/updated topography to demonstrate positive conveyance and as-built conditions once installed.
7. Please note that Certificate of Approvals for individual sewage disposal systems for Tax Lot #40.16-1-10.21 and Tax Lot #40.16-1-10.22 prepared by Rockland County Department of Health dated November

2, 2023 have been provided to our office; however, signed copies of the original were not included. Please provide signed copies of the original document for our records.

8. Final landscaping including topsoil, seeding and fine grading to be completed. The drywell grate plug is to remain and all erosion control measures to remain/be installed and maintained until final landscaping is completed.
9. Silt fence has been installed immediately along the downslope perimeter of the site. Silt fence to be maintained until final stabilization is achieved.
10. Please note that a Certificate of Compliance for Water Well Permit WW-21-049 prepared by Jeremy Erlich of Rockland County Department of Health dated November 7, 2023 has been provided to our office.
11. Please note that a drainage certification letter prepared by Anthony Celentano, P.E., dated November 8, 2023 has been provided to our office.

Should the Applicant wish to seek a modification to the driveway, they should do so as soon as possible with applications to the appropriate Board (Item #1 noted below). Should the Building Department be prepared to issue a Temporary Certificate of Occupancy at this time, we recommend that the applicant first be required to post the following escrow:

1. Macadam Driveway Relocation or Planning Board Approval	\$5,000
2. Plantings as per Approved Subdivision Planting Plan or Planning Board Approval	\$15,500
3. Final landscaping, including topsoil, seeding, fine grading. Installation of earthen berm along south of property.	\$5,500
4. Revised As-built Survey	<u>\$4,000</u>
Total	\$30,000

We recommend that the weather dependent work (Item #2 & 3 noted above) be completed by May 30, 2023. Once the work is completed, applicable documentation provided, and revised as-built is submitted, our office will verify compliance.

Sincerely,

Devon Palmieri

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

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Architectural/ Engineering Consultant Agreement

PIN (s) 8762.33 Municipal Contract No. _____

Agreement made this _____ day of _____, 2025 by and between

Village of Wesley Hills (municipal corporation)
having its principal office at 432 Route 306, Wesley Hills, NY 10952
(the "Municipality")

and

BARTON & LOGUIDICE, D.P.C.
with its office at 10 Airline Drive, Suite 200, Albany, New York 12205
(the "Consultant")

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation (NYSDOT) identified for the purposes of this agreement as Wesley Chapel Road over Willow Tree Brook Culvert Replacement (as described in detail in Attachment A annexed hereto, the "Project"), the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment B annexed hereto; and

WHEREAS, in accordance with required consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration (FHWA), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, the Village Mayor, is authorized to enter this Agreement on behalf of the Municipality,

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This agreement consists of the following:

■ Agreement Form - this document titled "Architectural/Engineering Consultant Agreement";

■ Attachment "A" - Project Description and Funding;

■ Attachment "B" – Task List and Technical Assumptions

■ Attachment "C" – as applicable, Staffing Rates, Hours, Reimbursables and Fee

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

2.1 The CONSULTANT shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".

2.2 The CONSULTANT shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this Agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B".

2.3 The CONSULTANT will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the CONSULTANT, and the CONSULTANT agrees to accept compensation based on the methods designated and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

■ 3.1 Cost Plus Fixed Fee Method			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	■Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ■The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality. ■If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment A, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	■Actual costs incurred in the performance of this agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. ■Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. ■Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.	■The CONSULTANT shall be paid in <u>monthly</u> (fill in <i>timeframe</i>) progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ■Bills are subject to approval of the Municipality and Municipality's Representative.
Item II	Actual Direct Non-Salary Project-related Costs incurred in fulfilling the terms of this Agreement; all subject to audit.	All reimbursement for travel, meals and lodging shall be made at actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	
Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	

■ 3.1 Cost Plus Fixed Fee Method

ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item IV	■Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA. ■For the purpose of this Agreement, an accounting period shall be the CONSULTANT's fiscal year. An audit of the accounting records of the CONSULTANT shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item IA of this subdivision to determine the charge to be made under this Item.	■The overhead allowance shall be established as a percentage of Item IA only (Actual Direct Technical Salaries) of this ARTICLE, and shall be a FAR compliant rate initially established as <u>167%</u>, in all events not to exceed <u>192%</u>, subject to audit.	
Item V	■Negotiated Lump Sum Fixed Fee. ■Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	■A negotiated Lump Sum Fee which in this AGREEMENT shall equal <u>\$29,300.</u>	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$324,976.</u>	

ARTICLE 4. INSPECTION

The duly authorized representatives of the Municipality, and on Federally aided projects, representatives of the NEW YORK STATE DEPARTMENT OF TRANSPORTATION and the FEDERAL HIGHWAY ADMINISTRATION, shall have the right at all times to inspect the work of the CONSULTANT.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
- B. For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the CONSULTANT is advised that all of the following documents and submissions, as the same may be appropriate to this contract, are considered to be necessary to enable the commencement of the audit.

- A. Records of Direct Non-Salary Costs;
- B. Copies of any subcontracts relating to said contract;
- C. Location where records may be examined; and
- D. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Report. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.

7.2 If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the CONSULTANT shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the CONSULTANT for execution after approvals have been obtained from necessary Municipality officials, and, if required from the Federal Highway

7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The CONSULTANT shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the Municipality from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The CONSULTANT shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per project, issued to and covering damage for liability imposed on the CONSULTANT by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The CONSULTANT shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION AND LIABILITY INSURANCE

This agreement shall be void and of no effect unless the CONSULTANT shall secure Workman's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Workman's Compensation Law of the State of New York.

The CONSULTANT shall secure policies of general and automobile liability insurance, and maintain said policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omissions, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000.00 (One Million dollars) each.

The CONSULTANT shall furnish a certified copy of said policies to the Municipality at the time of execution of this agreement.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the CONSULTANT shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The CONSULTANT shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, Federal Highway Administration, or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of THE CONSULTANT within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising his rights under ARTICLE 7 of this agreement.

ARTICLE 13. TERMINATION

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality - if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the basis of the CONSULTANT'S compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause - if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the CONSULTANT to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as CONSULTANT, the rights and duties of the CONSULTANT shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In case of the failure of the CONSULTANT's successors or personal representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the Municipality for any damages it may sustain by reason thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he 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 Municipality, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The CONSULTANT specifically agrees, that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the CONSULTANT shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The CONSULTANT agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/ SUBCONSULTANTS

All SUBCONTRACTORS and SUBCONSULTANTS performing work on this project shall be bound by the same required contract provisions as the CONSULTANT. All agreements between the CONSULTANT and a subcontractor or other SUBCONSULTANT shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the

undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.
- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the CONSULTANT'S negligent performance or breach of contract of any of the services furnished under this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The CONSULTANT agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with 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 CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. 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 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, CONSULTANT agrees that neither it nor its SUBCONSULTANTS 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 Agreement. CONSULTANT 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 Agreement and forfeiture of

all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.5©

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- a. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- b. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the CONSULTANT from being awarded a future contract covering the work described in this Article or being awarded Phases V & VI Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OF DIRECT NON-SALARY ITEMS *(unless more restrictive municipal laws apply)*

For all contracts other than personal services in excess of \$5,000, the consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. 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 Consultant'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, Consultant and its subconsultants 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.

ARTICLE 28. 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 Consultant agrees, as a material condition of the contract, that neither the Consultant 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 Consultant, or any of the aforesaid affiliates of Consultant, 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 Municipality and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See, 2 NYCRR 105.4).

ARTICLE 29. SERVICE OF PROCESS

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

ARTICLE 30. MISCELLANEOUS

Item 5.

30.1 **Executory Contract.** This Agreement shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the Municipality beyond the monies legally available for the purposes hereof.

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

Reference: Municipality Contract # _____

Municipality (Village of Wesley Hills)	Consultant (Barton & Loguidice, D.P.C.)
by: _____	by: _____
Date: _____	Date: _____

STATE OF NEW YORK

SS:

COUNTY OF _____

On this _____ day of _____, 2025, before me, the subscriber, _____ personally appeared to me known, who, being by me duly sworn, did depose and say; that he/she resides in the _____, New York; that he/she is the _____ of _____, New York, the **Municipality** described in and which executed the foregoing instrument; that he/she is authorized with the execution of the matter herein provided for, and that he/she signed and acknowledged the said instrument in his/her position as a duly authorized representative of **Municipality**.

Notary Public, _____ County, N.Y.

STATE OF NEW YORK

SS:

COUNTY OF _____

On this _____ day of _____, 2025, before me, the subscriber, _____ personally appeared to me known, who, being by me duly sworn, did depose and say; that he resides in _____, New York; that he is the _____ of the **Corporation** described in and which executed the foregoing instrument; that he is authorized with the execution of the matter herein provided for, and that he signed and acknowledged the said instrument in his position as a duly authorized representative of **Corporation**.

Notary Public, _____ County, N.Y.

Attachment A

Project Description and Funding

Attachment A
Architectural/ Engineering Consultant Agreement
Project Description and Funding

PIN: 8762.33

Term of Agreement Ends: 12/31/2027

BIN: N/A

☒ Main Agreement ☐ Amendment to Agreement [add identifying #] ☐ Supplement to Agreement

Phase of Project Consultant to work on:

☒ P.E./Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction, C/I, & C/S

Dates or term of Consultant Performance:

Start Date: With Executed Agreement

Finish Date: 12/31/2027

PROJECT DESCRIPTION:

Final Design, Construction Support and Construction Inspection for the proposed replacement of the culvert carrying Wesley Chapel Road over the Willow Tree Brook, in the Village of Wesley Hills, Rockland County, New York.

Project Location:

Village of Wesley Hills, Rockland County, New York

Consultant Work Type(s): See Attachment B for more detailed Task List.
 Design survey and mapping, ROW incidentals and acquisitions, preliminary and final design, environmental studies and bidding phase services

MAXIMUM AMOUNT OF FUNDS FOR ALL COMPENSATION PAYABLE UNDER THIS AGREEMENT FOR THE SCOPE OF WORK DESCRIBED IN ATTACHMENT B FOR THE PROJECT DESCRIBED IN THIS ATTACHMENT A, OTHERWISE IN ACCORDANCE WITH THE CHOSEN METHOD OF COMPENSATION AND OTHER TERMS OF THIS AGREEMENT:

\$324,976

Footnotes:

Attachment B

Task List and Technical Assumptions

EXECUTIVE SUMMARY

PIN 8762.33

Replacement of Wesley Chapel Road Culvert
Village of Wesley Hills
Rockland County, New York

This State Funded project under the Bridge NY program provides for the replacement of the Wesley Chapel Road Culvert over Willow Tree Brook, in the Village of Wesley Hills, Rockland County. The existing steel girder superstructure is heavily rusted, the abutments are scoured, and the rail-to-rail width is not sufficient for two-way traffic. The project will replace the structurally deficient culvert with a new culvert meeting highway design standards with an improved hydraulic capacity. Minor roadway work will occur on each approach to tie the new culvert into the adjacent roadway. The road and culvert will be closed during construction and traffic will utilize an off-site detour on local roads.

The project was originally progressed through preliminary design, final design and bidding by NYSDOT during an initial round of BridgeNY funding. The construction costs based on the low bid were projected to significantly exceed the available BridgeNY funds. The Village elected not to award the project to the low bidder in 2021 due to the funding shortfall. The Village re-applied for BridgeNY funds in 2023 and the project was approved for additional funding. The scope of work included herein includes final design and verification of original plans for the structure replacement, environmental screenings and permitting, right-of way incidentals and acquisitions, bidding, award, construction administration and construction inspection.

The **Consultant** shall provide final design and construction phase services as outlined in Sections 1, 4, 5, 6, 7, 8 and 9 of the project scope. Engineering services include final design and verification of the structure design, development of contract plans, specifications and estimate, confirmation of environmental screenings, environmental permitting and bid phase services. Right-of-way incidental and acquisitions services are anticipated to be required and are included herein. Construction Support (Section 8) and Construction Inspection (Section 9) are also included in the Agreement.

Based on replacement consideration and site needs, the project has been classified as a Type II project under SEQRA. NEPA considerations will not apply as there is no federal funding for culvert projects under Bridge NY. The stream is classified by the NYS Department of Environmental Conservation as Class C with C (T) standards. This indicates the stream is a protected stream, however, correspondence from NYSDEC indicates that there are no in-stream work timing restrictions.

The anticipated letting date for this project is Winter 2025 with construction in 2026. The project is 100% funded with state funds in the approved maximum amount of \$1,499,000 (\$200,000 for Design, \$100,000 for Construction Admin/Inspection, and \$1,199,000 for Construction).

Section 1 - General

1.01 Project Description and Location

This project is known as:

PIN: 8762.33

Project Description: Wesley Chapel Road Culvert over Willow Tree Brook
Culvert Replacement

Project Limits: Replacement of the existing culvert with minor approach roadway work,
+/- 100' of roadway reconstruction on either side of the culvert

Sponsor: Village of Wesley Hills

Municipality: Village of Wesley Hills, Rockland County, NY

All work performed by the **Consultant** at the **Consultant's** initiative must be within the current project limits specified above.

1.02 Project Manager

The **Sponsor's** Project Manager for this project shall be the Village Clerk, Camille Guido-Downey, who can be reached at (845) 354-0400.

All correspondence to the **Sponsor** should be addressed to:

Camille Guido-Downey, Village Clerk
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

The Project Manager should receive copies of all project correspondence directed other than to the **Sponsor**.

1.03 Project Classification

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be Type II.

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Data Collection & Analysis (Already Complete, Not Included)
Section 3	Preliminary Design (Already Complete, Not Included)
Section 4	Environmental
Section 5	Right-of-Way
Section 6	Detailed Design
Section 7	Advertising, Bid Opening and Award
Section 8	Construction Support
Section 9	Construction Inspection
Section 10	Estimating & Technical Assumptions

When specifically authorized in writing to begin work the **Consultant** will render all services and furnish all materials and equipment necessary to provide the **Sponsor** with reports, plans, estimates, and other data specifically described in Sections 1, 4, 5, 6, 7, 8, 9 and 10.

1.05 Project Familiarization

The **Sponsor** will provide the **Consultant** with the following information:

- Approved project initiation document (Initial Project Proposal, Bridge NY application or similar documentation) indicating project type, project location, cost estimate, schedule, and fund source(s).
- Transportation needs.
- Plans for future related transportation improvements or development in the area of the project.
- Traffic data.
- Accident records and history.
- Most recent bridge inspection and condition report, NYSDOT weighted-average bridge condition rating, FHWA sufficiency rating, and NYSDOT Bridge Management System rating.
- Record as-built plans (if available)
- Pavement history.
- Anticipated permits and approvals (initial determination).
- Terrain data requirements for design.
- Available project studies and reports.
- Other relevant documents pertaining to the project.

The **Consultant** will become familiar with the project before starting any work. This includes a thorough review of all supplied project information and a site visit to become familiar with field conditions.

1.06 Meetings

The **Consultant** will prepare for and attend all meetings as directed by the Sponsor's Project Manager. Meetings may be held to:

- Present, discuss, and receive direction on the progress and scheduling of work in this contract.

- Present, discuss, and receive direction on project specifics.
- Discuss and resolve comments resulting from review of project documents, advisory agency review, and coordination with other agencies.
- Preview visual aids for public meetings.
- Manage subconsultants and subcontractors.

The **Consultant** will be responsible for the preparation of all meeting minutes; the minutes will be submitted to meeting attendees within one (1) week of the meeting date.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Consultant** will prepare and submit to the **Sponsor** on a monthly basis a Progress Report in a format approved by the **Sponsor**. The Progress Report must contain the "Cost Control Report". The beginning and ending dates defining the reporting period must correspond to the beginning and ending dates for billing periods, so that this reporting process can also serve to explain billing charges. (In cases where all work under this contract is officially suspended by the **Sponsor**, this task will not be performed during the suspension period). The **Consultant** will update the project schedule on a monthly basis and provide the updated schedule to the **Sponsor**.

1.08 Policy and Procedures

- The design of this project will be progressed in accordance with the current version of the NYSDOT Local Projects Manual (LPM) including the latest updates.
- If there are conflicts between local policies and procedures and those listed in the Local Projects Manual, those listed in the LPM take precedence.

1.09 Standards & Specifications

The project will be designed and constructed in accordance with the current edition of the NYSDOT Standard Specifications for Construction and Materials, including all applicable revisions.

1.10 Subconsultants

The **Consultant** will be responsible for:

- Coordinating and scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime consultant's and other subconsultants' work.

1.11 Subcontractors

Procurement of subcontractors must be in accordance with the requirements set forth in the NYSDOT LPM.

Section 2 - Data Collection & Analysis

All work under this section has been completed. No additional work under this section is assumed to be required.

Section 3 - Preliminary Design

All work under this section has been completed. No additional work under this section is assumed to be required.

Section 4 - Environmental

4.01 NEPA Classification (Not Applicable)

The project is 100% state funded under Bridge NY and will not require NEPA review.

4.02 SEQRA Classification

The project has been classified as a Type II project under SEQRA. It is assumed that the SEQRA classification is complete and has been documented in the approved Design Approval Document. No additional SEQRA is assumed to be required.

4.03 Smart Growth

It is assumed that the Smart Growth Checklist has been completed and it is assumed that no further work is required under this section.

4.04 Screenings and Preliminary Investigations

It is assumed that the screenings and preliminary investigations included under this section have been completed and documented in the Design Approval Document.

The **Consultant** will review the previous screenings and investigations to determine if any regulation changes will result in potential impact from the design alternative for:

- General Ecology and Endangered Species
- Surface Water
- Ground Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic and/or Archaeological Resources
- Parks
- Hazardous Waste
- Asbestos
- Noise
- Air Quality
- Energy
- Farmland and/or Agricultural Districts
- Invasive Species
- Visual Impacts
- Critical Environmental Areas
- Complete Streets
- Environmental Justice
- Natural Landmarks
- Coast Guard Bridge Permit

4.05 Detailed Studies and Analyses

It is assumed that any required detailed studies have been completed and documented in the Design Approval Document. No additional detailed studies are assumed to be necessary. It is assumed that no detailed study or analysis will be required for any of the items above; however, should such study or analysis be required it will be added by **supplemental agreement** to the base scope of services herein

4.06 Permits and Approvals

The **Consultant** will obtain all applicable permit(s) and certification, including but not necessarily limited to:

- U.S. Army Corps of Engineers Section 10 Permit (Individual or Nationwide)
- U.S. Army Corps of Engineers Section 404 Permit (Individual or Nationwide)
- NYSDEC Section 401 Water Quality Certification
- NYSDEC State Pollution Discharge Elimination System (SPDES) Permit
- NYSDEC Article 15 Protection of Waters Permit

NYSDOT will be responsible for coordinating 106/4(f) and Threatened and Endangered Species. The **Consultant** will provide NYSDOT information to be submitted.

4.07 Public Hearing (Not Applicable)

Section 5 – Right-of-Way

5.01 Abstract Request Map and/or Title Search

RIGHT OF WAY INCIDENTALS

The **Sponsor** will request right of way incidental phase authorization from the New York State Department of Transportation. The request will be made when the **Sponsor** determines that property acquisitions are likely to occur or when it requests Preliminary Engineering phase authorization.

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will meet with the **Sponsor** to review and to discuss the right of way acquisition process.

5.011 Review and Analysis of Right of Way Requirements

The **Consultant** will undertake an on-going review and analysis of right-of-way requirements for the project.

The review may include:

- o Preliminary engineering design
- o Preliminary right of way plans and acquisition maps
- o County Tax Maps
- o Municipal Zoning Regulations and Maps
- o Aerial photography
- o Other pertinent project information

The analysis may include:

- o The number of affected parcels
- o The zoning classification for each parcel
- o Estimated size of the acquisition
- o Potential impacts to improvements

The **Consultant** will determine the current owner of the affected properties by reviewing public information records at the county tax assessor's office. The ownership will be verified by obtaining and reviewing a copy of the last deed of record at the county clerk's office.

5.012 Title Research

The **Consultant** will subcontract the services of a title research firm who will provide services in accordance with this section.

5.0121 For the acquisition of temporary easements, the **Consultant** will determine property title ownership through county tax assessment records and will verify the ownership through examination of the last deed of record.

- 5.0122 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant** will perform a Last Owner Title Search. The Last Owner Title Search will be the last recorded deed that conveys a full fee interest to the last owner or owners of record. The Last Owner Title Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0123 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant** will perform a Twenty-Year Title Search. The Twenty-Year Search will start with a deed that conveys complete and indefeasible title, which has been executed and of record at least twenty years prior to the search date. The Twenty-Year Search will not begin with a deed where the grantor and grantee are in some way related without full consideration having been paid.
- 5.0124 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant** will prepare a Title Abstract. The Title Abstract will start with a warranty deed that has been executed and of record at least forty years prior to the date of the search.
- 5.013 Title Review and Certification
- 5.0131 The **Consultant** will subcontract with a qualified, NYS licensed attorney to issue Certificate of Title on all fee property acquisitions and obtain title insurance as required. The **Consultant** will submit the Title Certifications to the **Sponsor**.
- 5.0132 For the acquisition of real property rights estimated at \$10,000 or less, the **Consultant's** Attorney will review the Last Owner Title Search and issue a Limited Last Owner Title Certification.
- 5.0133 For the acquisition of real property rights estimated between \$10,001 and \$40,000, the **Consultant's** Attorney will review the Twenty-Year Title Search and issue a Limited Twenty-Year Title Certification.
- 5.0134 For the acquisition of real property rights estimated at greater than \$40,000, the **Consultant's** Attorney will review the Abstract and issue a Title Certification.
- 5.0135 The **Sponsor** will acknowledge the receipt of each Title Certification and provide the **Consultant**, on a per parcel basis, a list of the property owners and other compensable property interests. The **Sponsor** will respond in writing within ten (10) days of receipt of each Title Certification.

5.02 Right of Way Survey

Assume the ROW Survey has been completed and will be provided by NYSDOT with the Survey Mapping for the project.

5.03 Right of Way Mapping

The **Consultant** will determine the location and type of required easements, with the **Sponsor's** concurrence, based on the preferred design alternative from the DAD. The **Consultant** will create and provide an Abstract Request Map (ARM) showing the required easements for the **Sponsor's** review and approval. The ARM will be used by the **Consultant**

in negotiation with property owners.

The **Consultant**, through its survey Subconsultant, will create Right of Way Acquisition Maps for each of the easements in accordance with NYSDOT standards for the **Consultant's** use in property acquisition. Each map will be signed by a NYS-licensed land surveyor.

All right of way mapping will use English dimensions.

The survey Subconsultant will prepare all map revisions or additions which are determined necessary during the construction of the project.

5.04 Right-of-way Plan

The **Consultant** will prepare the Right-of-Way Plan(s) in accordance with the LPM. The **Consultant** will prepare one (1) Right-of-Way plan and one (1) revision to the Right-of-way Plan(s) if necessary.

5.05 Right of Way Cost Estimates

The **Consultant** will provide cost estimates for the right of way to be acquired by the **Sponsor** on all alternatives being considered and will provide updated estimates, as necessary.

5.06 Public Hearings/Meetings

An EDPL hearing is not anticipated for this project. If one is required based on progression of the design, it will be added by Supplemental Agreement.

5.07 Property Appraisals

For each parcel requiring the acquisition of property rights, the **Consultant** will conduct a real property appraisal and prepare a real property appraisal report to determine the fair market value of the proposed acquisition.

The **Consultant** will contact the owner or his/her designated representative in writing prior to completing the appraisal to extend the opportunity to accompany the appraiser during the property inspection.

5.071 Preliminary Property Owner Interview

The **Consultant** will conduct 1 preliminary interview with each property owner(s) or the property owner's designated representative. Other than absentee property owners, a reasonable attempt will be made to conduct the preliminary contact on a face-to-face basis. Absentee property owners and those local property owners not able to be interviewed face-to-face may be contacted via telephone and certified mail. The purpose of preliminary contact includes:

- o Delivery of notices of intent to acquire, if necessary
- o Delivery of right of way acquisition brochures
- o Explanation of right of way and construction plans
- o Informing of right to accompany appraiser
- o Determining the need for additional action regarding right of way boundaries, errors and omissions in plans and/or other documents
- o Prepare Physical Inspection Report

5.072 Real Property Appraisal Reports

The **Consultant** will subcontract the services of an appraiser to complete real property appraisals and appraisal reports required for each parcel or ownership indicated on the Right of Way Plan in accordance with this section.

The **Consultant** will ensure that all real property appraisals and real property appraisal reports are prepared by qualified appraisers who are, as defined by the New York State Department of State, Certified General Real Estate Appraisers.

The **Consultant** will ensure that all real property appraisals and real estate appraisal reports conform to the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

The Uniform Standards of Professional Appraisal Practice contains a Certification of Appraiser. In addition, the **Consultant** must certify to the following:

"The property owner or his/her designated representative was given an opportunity to accompany the appraiser during the property inspection."

"Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in estimating the compensation for the property."

The **Consultant** will provide 1 original bound real property appraisal report with photocopies of photos for each acquisition.

- 5.0721 For uncomplicated acquisitions of real property rights valued at less than \$50,000, the **Consultant** will prepare a Limited Appraisal Report (LAR). The LAR will consist of a limited appraisal with a restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal.
- 5.0722 For acquisitions of entire real property interests, the **Consultant** will prepare a Full Take Appraisal Report. The Full Take Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0723 For partial acquisition of real property rights valued at \$50,000 or more with no indirect damages to improvements, the **Consultant** will prepare a Before and After (land only) Appraisal Report. The land only Before and After Appraisal Report will consist of a limited appraisal with a summary or restricted use appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.
- 5.0724 For partial acquisition of real property rights valued at \$50,000 or more with indirect damages to improvements, the **Consultant** will prepare a Before and After Appraisal Report. The Before and After Appraisal Report will consist of a complete appraisal with a summary appraisal report as provided for in the Uniform Standards of Professional Appraisal Practice,

Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

- 5.0725 For acquisitions of real property rights valued over \$300,000, the **Consultant** will prepare two independent appraisal reports. The appraisal report will consist of a complete appraisal with summary appraisal reports as provided for in the Uniform Standards of Professional Appraisal Practice, Standard 1, Real Property Appraisal Development, and Standard 2, Real Property Appraisal, Reporting.

5.08 Appraisal Review

The **Consultant** will subcontract the services of an appraisal reviewer to complete real property appraisal reviews required for each parcel or ownership indicated on the Right of Way Plan in accordance with this section.

The **Consultant** will perform a separate review of each appraisal. The **Consultant** will ensure that all real property appraisal reviews are performed by a qualified appraiser who is, as defined by the New York State Department of State, Certified General Real Estate Appraisers. The appraisal review will be completed in conformance with the Uniform Standards of Professional Appraisal Practice, Standard 3, Real Property Appraisal Review, Development, and Reporting.

The **Consultant** will review the appraisal reports for compliance with state and federal standards. The **Consultant** will take corrective actions. The **Consultant** will:

- o Identify and make corrections to mathematical calculations and typographical errors, if necessary
- o Assure real property appraisal development and reporting are in accordance with the appraisal subcontract.
- o Assure real property appraisal development and reporting are complete and meet the Uniform Standards of Professional Appraisal Practice standards.
- o State the basis for the fair market value conclusion and provide breakdowns adequate for New York State Department of Transportation audit, Federal Highway Administration eligibility review, and for negotiation purposes.

The **Consultant** will provide the **Sponsor** with the highest approved appraised amount for each property rights acquisition.

5.09 Negotiations and Acquisition of Property

The **Consultant** will not proceed with any activities in this section without written authorization from the **Sponsor**.

The **Consultant** will meet with the **Sponsor** to review and to discuss the right of way acquisition procedures.

5.091 Just Compensation

The **Sponsor** will establish just compensation for each property rights acquisition. In no event shall the Just Compensation amount be less than the **Sponsor's** highest approved appraisal. Because time is of the essence, the **Sponsor** will provide the just compensation amounts in

writing to the **Consultant** within 10 days of its receipt of the preliminary appraisal reviews from the **Consultant**.

5.092 Written Offer

The **Consultant** will prepare a written offer for each acquisition of real property. The amount of the offer will be the amount established by the **Sponsor** as just compensation. The written offer will include the following:

- o A statement of the just compensation amount
- o Separate indications of the compensation offered for the property acquired and for damages to the remaining property, if applicable (when only a part of the property is acquired)
- o A summary statement, which will include:
 - o the basis for the just compensation amount
 - o a description and location identification of the real property
 - o the interest in the real property being acquired.
- o where appropriate, the statement will identify any separately held ownership interest in the property (i.e., tenant-owned improvement) and indicate that the interest is not covered by the offer
- o Additional information the **Consultant** and/or the **Sponsor** deems appropriate or required.

5.093 Deliver Offer

The **Consultant** will deliver the written offer, plats, unsigned agreements and releases to the appropriate property owners or his/her designated representative.

The **Consultant** will meet with the appropriate property owners or his/her designated representative to explain the written offer, plats and unsigned agreements. The **Consultant** will conduct additional negotiation sessions with the appropriate property owners or his/her designated representative in an attempt to negotiate a settlement.

The **Consultant** will make all reasonable efforts to contact personally each property owner(s) or designated representative. Absentee and unsuccessful personal contacts may be made by certified mail.

The **Consultant** will maintain a detailed diary of each substantial contact with the property owner(s). The diary will be signed and dated by the person responsible for the contact. The diary entries will be on a parcel-by-parcel basis:

- o Substantial contacts
- o Efforts to achieve amicable settlements
- o Responsiveness to owners' counter proposals
- o Suggestions for changes in plans

The records should include the principal activities undertaken by the agent, such as:

- o parties contacted
- o date and location of contact
- o offers made [dollar amounts]
- o counteroffers received

- o property owner's comments
- o reason(s) settlement could not be reached

5.094 Purchase Agreements

The **Consultant** will submit real property acquisition documents to the **Sponsor** for recommended action on settlements:

- o Approval of negotiated settlements
- o Action on proposed administrative settlements
- o Referral to the **Sponsor** attorney for initiation of eminent domain proceedings

Because time is of the essence, the **Sponsor** will provide a written response to the **Consultant** within 10 days of its receipt of the acquisition documents from the **Consultant**.

5.095 Revisions to Just Compensation

The **Consultant** will consider any presentations made by the property owner which might affect the value of the property. The **Consultant** may make recommendations to the **Sponsor** to adjust the written offer. The **Sponsor** may revise the just compensation based on the information provided by the property owner.

The **Consultant** will document the justification for revising the just compensation.

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.096 Administrative Settlements

The **Consultant** and/or the **Sponsor** may recommend administrative settlements. Administrative settlements are settlements in excess of the **Sponsor's** just compensation determination.

The **Sponsor** will have final approval to authorize administrative settlements.

The **Consultant** will provide the written justification for the Administrative Settlement. The written justification will include all information necessary to support the settlement; such as:

- o The approved offer of just compensation
- o A summary of the acquisition agent's record of negotiations
- o Reference to all appraisal reports (including the owner's appraisal report)
- o Recent court awards and their relationship to the proposed administrative settlement
- o A discussion of diverse valuation issues (i.e., probable range of testimony as to fair market value by both parties)
- o The trial cost estimate
- o The opinion of legal counsel
- o The identification of the responsible agency official who has the authority to approve administrative settlements
- o The recommendation and signatures of all individuals proposing the settlement

The **Consultant** will prepare and promptly deliver a revised written offer to the property owner.

5.097 Transfer of Title

The **Sponsor** will not require any property owner to surrender possession of real property before the **Sponsor** pays the agreed purchase price.

- 5.0971 The **Consultant** will conduct necessary title curative work. For real property acquisitions valued at \$10,000 or less, the **Consultant** will clear only the possessory interest. For real property valued at greater than \$10,000, the **Consultant** will clear all interests in the property. Title curative work may include partial releases of mortgage, lien subordination agreements, and lien satisfactions.
- 5.0972 The **Consultant** will perform a calculation to prorate real property taxes for each fee and permanent easement acquisitions. The **Sponsor** will pay all tax prorations over \$25.00.
- 5.0973 The **Consultant** will prepare closing documents for each acquisition. The closing documents will include a closing statement, instrument, real estate transfer tax return, and real property transfer report.
- 5.0974 The **Consultant** will deliver the title instrument(s) to the title attorney subcontracted by the **Consultant** for review and approval.
- 5.0975 The **Consultant** will schedule and hold the closing. Because time is of the essence, the **Sponsor** will pay the just compensation at the time the property owner(s) signs all required closing documents. The transfer of title to the agency may also require the payment of incidental expenses by the owner, the **Sponsor**, or the **Consultant**. The **Sponsor** will pay appropriate reimbursable expenses to the property owner(s) and/or the **Consultant**.
- 5.0976 The **Consultant** will promptly file all deeds or conveyance documents in the County Clerk's Office.

5.098 Right of Way Certification

The **Consultant** will prepare the Right of Way Certificate on forms prescribed by the New York State Department of Transportation. The **Sponsor** will sign the Right of Way Certificate.

5.10 Relocation Assistance

No services required.

5.11 Property Management

No services required.

Section 6 - Detailed Design

6.01 Advance Detail Plans (ADP)

The **Consultant** will confirm the original design and develop the proposed alternative to the ADP stage. At this stage all plans, specifications, estimates and other associated materials will be near **90%** complete.

As part of this task the **Consultant** will prepare template cross sections at 25 foot intervals.

Advance Detail Plans will be in accordance with Chapter 21 of the NYSDOT Highway Design Manual.

The **Consultant** will prepare and submit a copy of the ADP's to the **Sponsor** for review.

The **Consultant** will prepare and submit two (2) copies of the ADPs to the NYSDOT for review. The **Consultant** will modify the design to reflect the review of the ADP package.

6.02 Contract Documents

The **Consultant** will prepare a complete package of bid-ready contract documents. The package will include:

- Instructions to bidders.
- Bid documents.
- Contract language, including applicable federal provisions and prevailing wage rates.
- Special notes.
- Specifications.
- Plans.
- A list of supplemental information available to bidders (i.e., record as-built plans, etc.).
- Other pertinent information.

The **Consultant** will submit the contract documents to the **Sponsor** for approval. Upon approval, the **Sponsor** will submit 3 copies of the contract bid documents to NYSDOT as described in the NYSDOT LPM

6.03 Cost Estimate

The **Consultant** will develop, provide, and maintain the construction cost estimate for the project. The **Consultant** will update the estimate periodically and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

6.04 Utilities

The **Consultant** will coordinate with affected utility companies to ensure the timely relocation of utility poles and appurtenances. The **Consultant** will assist the **Sponsor** in preparing any necessary agreements with utility companies. Any agreements containing reimbursable

relocations must be approved and signed by the Design Support Section of the NYSDOT Design Quality Assurance Bureau (see Local Projects Manual Appendix 10-8).

6.05 Railroad (Not Applicable)

6.06 Bridge Inventory and Load Rating Forms (Not Applicable)

6.07 Information Transmittal

Upon completion of the contract documents, the **Consultant** will transmit to the **Sponsor** all project information, including electronic files. The electronic information will be in the format requested by the **Sponsor**.

Section 7 - Advertisement, Bid Opening and Award

7.01 Advertisement

The **Consultant** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication identified by the **Sponsor**. The **Consultant** will submit the ad(s) to the **Sponsor** for review and will revise the ad(s) to reflect comments generated by that review. Upon approval by the **Sponsor**, the **Consultant** will place the advertisements.

Advertisements must not be placed until authorization is granted to the **Sponsor** by the NYSDOT.

7.02 Bid Opening (Letting)

The **Consultant** will assist the **Sponsor** in holding the public bid opening.

7.03 Award

The **Consultant** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- For pay items bid more than 25% over the Engineer's Estimate:
 - o Checking accuracy of quantity calculations.
 - o Determining appropriateness of price bid for work in the item.
 - o Determining whether the low bidder is qualified to perform the work.

The **Consultant** will assist the **Sponsor** in preparing and compiling the package of information to be transmitted to the NYSDOT.

The **Sponsor** will award the contract and will transmit the award package to the NYSDOT as described in the Local Projects Manual.

Section 8 - Construction Support

8.01 Construction Support

The **Consultant** will provide design responses to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor.
 - The **Consultant** will interpret and clarify design concepts, plans and specifications.
 - The **Consultant** will review and approve structural shop drawings for construction.

The **Consultant** has prepared a Construction Management Plan for this project in accordance with the Procedures for Locally Administered Projects. In addition to the provisions set forth in this scope of services, the CMP will be used as the basis to administer the inspection and oversight for this project

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 – Construction Inspection

9.01 Equipment

A field office is required for this project.

The **Consultant** will furnish all office, field, and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 Municipal Project Manager

The **Sponsor** will assign a Project Manager to the contract covered by this agreement. This Project Manager will be the **Sponsor's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 Ethics

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 Health and Safety Requirements

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 Staff Qualifications and Training

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement. The experience of all field staff shall be in accordance (equivalent) with the definitions of NICET Certification. The **Consultant** shall make available to all field personnel the necessary safety and performance equipment needed to complete the oversight of the construction inspection.

9.07 Scope of Services/Performance Requirements

- Quality

The **Consultant** will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

- Record Keeping & Payments to the Contractor

All records must be kept in accordance with the NYSDOT Manual for Uniform Record Keeping as well as any requirements required by the **Sponsor**. The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract to ensure that the Contractor complies with the Contract Plans and Specifications.

Any record plans, engineering data, survey notes or other data provided by the **Sponsor** should be returned to the **Sponsor** at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the **Consultant** will bear the endorsement of the **Consultant**. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

Unless otherwise modified by this agreement, the **Consultant** will check, and when acceptable, approve all structural shop drawings.

The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All project records must be cataloged, indexed, packaged, and delivered to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

- Health & Safety/Maintenance and Protection of Traffic

1. The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety, and to ensure they are prepared to recognize and address any contractor oversight or disregard of project safety requirements.
2. The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

- Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. The Consultant, when monitoring the Contractor's Equal Opportunity and Labor compliance, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies.

Section 10 - Estimating & Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

- | | |
|-----------|--|
| Section 1 | Estimate <u>4</u> meetings during the life of this agreement. |
| | Estimate <u>24</u> cost and progress reporting periods will occur during the life of this agreement. |
| Section 4 | Estimate <u>5</u> permits will be required. <ul style="list-style-type: none"> o USACE Nationwide #3 for Maintenance o USACE Nationwide #13 for Bank Stabilization o NYSDEC Section 401 Water Quality Certification Permit o NYSDEC Article 15 Protection of Waters o NYSDEC SPDES Permit |
| Section 5 | 5.011 Estimate 1 meeting(s) with the Sponsor.
5.0121 Estimate 0 temporary easement title search
5.0122 Estimate 1 last owner title searches
5.0123 Estimate 0 20 year title searches
5.0124 Estimate 0 full abstracts.
5.0131 Estimate 1 last owner title certifications.
5.0132 Estimate 0 20 year title certifications.
5.0133 Estimate 0 full abstract certifications.
5.03 Estimate 1 acquisition map reviews.
5.05 Estimate 1 right of way cost estimate(s).
5.061 Estimate 0 Informational Meetings
5.062 Estimate 0 EDPL Public Hearings
5.071 Estimate 1 Preliminary Property Owner Interviews.
5.0721 Estimate 1 Limited Appraisal Reports.
5.0722 Estimate 0 Full Take Appraisal Reports. |

- 5.0723 Estimate **0** Before & After (land only) Appraisal Reports.
- 5.0724 Estimate **0** Before & After Appraisal Reports.
- 5.0725 Estimate **0** properties requiring two independent appraisal reports.
- 5.08 Estimate **1** appraisal reviews.
- 5.09 Estimate **1** meetings with the Sponsor.
- 5.092 Estimate **1** offer packages.
- 5.093 Estimate **3** negotiation contacts per property owner.
- 5.095 Estimate **2** revisions to Just Compensation
- 5.096 Estimate **0** Administrative Settlements.
- 5.0971 Estimate **0** partial release(s) of mortgage.
Estimate **0** Lien subordination agreements.
Estimate **0** Lien satisfactions.
Estimate **1** miscellaneous title curative issues.
- 5.0972 Estimate **0** property tax proration calculations.
- 5.0973 Estimate **1** closing packages.
- 5.098 Estimate **1** right of way certificates.

Section 6

Final Design will include but not be limited to:

- Development of highway and culvert plans
- Highway design
- Culvert design
- Preparation of right-of-way plans and acquisition maps
- Development and design for public utilities
- Maintenance and protection of traffic during construction
- Preparation and submission of final Plans, Specifications, and Estimate (PS&E) for the project

Estimate 1 cost estimate(s) plus 1 update will be required.

Estimate 1 culvert will be replaced and 0 will be rehabilitated.

Estimate 4 utility companies and 0 railroad agencies will be affected.

Section 7

Estimate 2 copies of the final contract bid documents will be needed.

Estimate advertisements will be placed in 2 publications in addition to the NYS Contract Reporter.

Section 8

Estimate 6 requests that require effort will be made during the construction phase of the projects

Estimated Staffing Hours					
8.01	Construction Support	SR. ASSOC	CM	S.E.	
	Verifying Field Conditions/Changes/Shop Drawings/Submittals	8	40	40	
Total		8	40	40	

Section 9

Estimate Construction will be a 4-month duration with one full-time Resident Engineer with oversight by a Construction Manager.

Estimated Staffing Hours							
		VP	SR. ASSOC.	CM	S.E.	RE	SET
9.01	Initial set up/Pre-Con Meeting	0	0	8	0	0	0
9.01	Field Equipment/Office set-up (including APPIA set-up)	0	0	8	0	0	0
9.02	Inspection (See Staffing Table)	0	20	90	10	800	0
9.03	Municipal Project Engineer (See Staffing Table)						
9.04	Ethics (Hours incorporated in Task 9.02)						
9.05	Health & Safety Requirements – Assume initial staff meeting at office (hours incorporated in Task 9.02)						
9.06	Staff qualifications/training (Hours incorporated in Task 9.02)						
9.07	Scope of services/performance requirements						
	Quality (Hours incorporated in Task 9.02)						
	Progress payments/record keeping (Hours incorporated in Task 9.02)						
	As-Built plans/Closeout/Level 1 Load Rating	0	4	40	10	40	10
Total		0	24	146	20	840	10

10.02 Technical Assumptions

- A. Major Items of Work include construction of a new culvert carrying Wesley Chapel Road over Willow Tree Brook and limited highway approach work and stream bank construction to tie the new culvert in with the adjacent roadway and stream. An off-site detour is assumed for work zone traffic control.
- B. Topographic Survey and Mapping was completed by NYSDOT during the preliminary design phase. The Survey and Mapping will be available for use in development of the final design and plans for this project. It is assumed that no additional survey is required.
- C. The project will be progressed using English units.
- D. Assume the proposed replacement structure will be a culvert with a span length of 18 feet.
- E. Contract plans and cross-sections will be prepared at ½ size (11"x17"), per NYSDOT requirements.
- F. A hydraulic analysis was completed by NYSDOT during the preliminary design phase. It is assumed that the proposed culvert was sized correctly and no additional hydraulic analysis is necessary.
- G. Subsurface investigations were completed by NYSDOT during the preliminary design phase. It is assumed that additional soil borings or subsurface investigation is not required.
- H. It is assumed that traffic counts, crash analysis and capacity analysis was completed by NYSDOT during the preliminary design phase. No additional traffic counts, crash analysis or capacity analysis are assumed to be required as part of this project.
- I. It is assumed that all traffic will be maintained by an off-site detour during construction.
- J. Assume wetland delineation will not be required.
- K. Coordination with NYS SHPO regarding Section 106 impacts to Historic Properties and/or Cultural resources was completed by NYSDOT during the preliminary design phase. SHPO indicated that the project will have no impact on historic/cultural resources. It is assumed that there will be no change to the Area of Potential Effect or the SHPO determination for the project.
- L. It is assumed that a preliminary hazardous waste assessment was completed by NYSDOT during preliminary design. It is assumed that the preliminary hazardous waste assessment did not find conditions or materials that will require remediation or pose a significant threat to the health of the environment within

the footprint of the projects. Phase II site characterization studies or subsurface investigations are not assumed to be necessary.

- M. Asbestos investigations will be limited to the culvert itself. It is assumed that no ACM's (asbestos containing materials) will be found on the culvert.
- N. Paint on the existing structure will be tested for possible lead based or asbestos containing paint materials. Lead based or asbestos containing paint materials are assumed not to be present. Further, it is assumed that the containment and re-painting of the structure will not be required.
- O. It is assumed that tree clearing will be required and will be performed during the allowable seasonal cutting periods if necessary due to potential presence of protected bat species.
- P. It is assumed that less than 1.0 acre of ground disturbance will occur, therefore, a Stormwater Pollution Prevention Plan (SWPPP) will not be required.
- Q. Assume 0 Public Information Meeting and no public hearing will be required.
- R. Assume 1 ROW takings from 1 separate and distinct property owners will be required.
- S. Assume 1 ROW takings will be valued at less than or equal to \$10,000 each.
- T. Assume all recording fees will be waived by the County Clerk.
- U. The development of a bar list will not be required
- V. It is assumed that no special specifications will be required to be written. Further, if any special specification are deemed to be required, they will be reviewed for approval and adoption by NYSDOT prior to inclusion.
- W. Assume three overhead (3) utilities and one (1) underground utility will be impacted by the project. Utility agreements will need to be updated/confirmed with each utility owner prior to PS&E submission.
- X. It is assumed that the CAD files for the original design plans will be available for use on the project. The scope of the final design of the project will utilize the details from the plans already developed and make any adjustments necessary based on the design verification.

Attachment C

Staffing Rates, Staffing Hours, Reimbursables and Fee

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK
VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY

CONTENTS

Exhibit	Description
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A-3	DIRECT NON-SALARY. COST - DESIGN (B&L)
B-1	STAFFING TABLE - CONSTRUCTION (B&L)
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B-3	SUMMARY - CONSTRUCTION (B&L)
C	SUMMARY

Exhibit A, Page 1
Salary Schedule

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

Item 5.

JOB TITLE	ASCE (A) OR NICET (N) GRADE		AVERAGE HOURLY RATES PRESENT 2025		MAXIMUM HOURLY RATES 2025		AVERAGE HOURLY RATES PROJECTED 2026		MAXIMUM HOURLY RATES 2026		OVERTIME CATEGORY
Principal	IX	(A)	\$	132.20	\$	137.00	\$	138.81	\$	144.00	A
Senior Vice President	IX	(A)	\$	107.40	\$	123.00	\$	112.77	\$	130.00	A
Vice President	IX	(A)	\$	84.77	\$	90.00	\$	89.01	\$	95.00	A
Senior Associate	VIII	(A)	\$	76.45	\$	78.20	\$	80.27	\$	83.00	A
Associate	VIII	(A)	\$	71.54	\$	81.50	\$	75.12	\$	86.00	A
Chief Engineer	VII	(A)	\$	69.83	\$	78.00	\$	73.32	\$	82.00	B
Senior Managing Engineer	VII	(A)	\$	64.61	\$	73.00	\$	67.84	\$	77.00	B
Senior Managing Hydrogeologist	VII	(A)	\$	66.25	\$	71.00	\$	69.56	\$	75.00	B
Senior Managing Industrial Hygienist	VII	(A)	\$	63.20	\$	63.20	\$	66.36	\$	67.00	B
Senior Managing Landscape Architect	VII	(A)	\$	56.60	\$	57.00	\$	59.43	\$	60.00	B
Senior Project Manager	VII	(A)	\$	65.31	\$	80.00	\$	68.58	\$	84.00	B
Chief Asset Management Specialist	VI	(A)	\$	79.00	\$	79.00	\$	82.95	\$	83.00	B
Lead Architect	VI	(A)	\$	55.30	\$	55.30	\$	58.07	\$	59.00	B
Lead Engineer	VI	(A)	\$	56.40	\$	56.40	\$	59.22	\$	60.00	B
Lead Environmental Scientist	VI	(A)	\$	56.00	\$	56.00	\$	58.80	\$	59.00	B
Lead Landscape Architect	VI	(A)	\$	48.00	\$	48.00	\$	50.40	\$	51.00	B
Managing Engineer	VI	(A)	\$	55.20	\$	57.70	\$	57.96	\$	61.00	B
Managing Hydrogeologist	VI	(A)	\$	54.50	\$	54.50	\$	57.23	\$	58.00	B
Managing Landscape Architect	VI	(A)	\$	46.00	\$	46.00	\$	48.30	\$	49.00	B
Project Manager	VI	(A)	\$	47.00	\$	50.00	\$	49.35	\$	53.00	B
Senior Staff Engineer	VI	(A)	\$	47.75	\$	48.00	\$	50.14	\$	51.00	B
Managing Architect	V	(A)	\$	53.25	\$	54.50	\$	55.91	\$	58.00	B
Managing Community Planner	V	(A)	\$	45.50	\$	45.50	\$	47.78	\$	48.00	B
Managing Industrial Hygienist	V	(A)	\$	45.00	\$	45.00	\$	47.25	\$	48.00	B
Project Community Planner	V	(A)	\$	36.75	\$	37.50	\$	38.59	\$	40.00	B
Senior Construction Manager	V	(A)	\$	66.00	\$	66.00	\$	69.30	\$	70.00	B
Senior Project Engineer	V	(A)	\$	51.17	\$	56.70	\$	53.73	\$	60.00	B
Senior Project Environmental Scientist	V	(A)	\$	44.00	\$	44.00	\$	46.20	\$	47.00	B
Senior Project Landscape Architect	V	(A)	\$	44.00	\$	44.00	\$	46.20	\$	47.00	B
Senior Staff Environmental Scientist	V	(A)	\$	39.90	\$	43.00	\$	41.90	\$	46.00	B
Crew Chief	IV	(A)	\$	38.97	\$	42.50	\$	40.92	\$	45.00	B
Lead Asset Management Specialist	IV	(A)	\$	63.50	\$	63.50	\$	66.68	\$	67.00	B
Project Architect	IV	(A)	\$	43.20	\$	43.20	\$	45.36	\$	46.00	B
Project Engineer	IV	(A)	\$	45.62	\$	48.80	\$	47.90	\$	52.00	B
Senior Staff Hydrogeologist	IV	(A)	\$	37.00	\$	37.00	\$	38.85	\$	39.00	B
Staff Architectural Designer	IV	(A)	\$	36.70	\$	36.70	\$	38.54	\$	39.00	B
Staff Asset Management Specialist	IV	(A)	\$	58.30	\$	58.30	\$	61.22	\$	62.00	B
Staff Engineer	IV	(A)	\$	46.04	\$	49.50	\$	48.34	\$	52.00	B
Staff Environmental Scientist	IV	(A)	\$	35.00	\$	35.00	\$	36.75	\$	37.00	B
Staff Field Scientist	IV	(A)	\$	35.00	\$	38.50	\$	36.75	\$	41.00	B
Staff Industrial Hygienist	IV	(A)	\$	37.80	\$	37.80	\$	39.69	\$	40.00	B
Staff Intern Architect	IV	(A)	\$	44.50	\$	44.50	\$	46.73	\$	47.00	B
Staff Hydrogeologist	III	(A)	\$	30.30	\$	30.30	\$	31.82	\$	32.00	B
Architectural Designer I	III	(A)	\$	27.00	\$	28.00	\$	28.35	\$	30.00	B
Architectural Designer II	III	(A)	\$	31.00	\$	33.00	\$	32.55	\$	35.00	B
Assistant Landscape Architect I	III	(A)	\$	34.00	\$	43.00	\$	35.70	\$	46.00	B
Assistant Landscape Architect II	III	(A)	\$	31.70	\$	31.70	\$	33.29	\$	34.00	B
Community Planner I	III	(A)	\$	27.37	\$	28.60	\$	28.74	\$	31.00	B
Community Planner II	III	(A)	\$	30.25	\$	30.50	\$	31.76	\$	33.00	B
Engineer I	III	(A)	\$	37.08	\$	38.00	\$	38.93	\$	40.00	B
Engineer II	III	(A)	\$	40.35	\$	43.50	\$	42.37	\$	46.00	B
Engineering Designer I	III	(A)	\$	38.30	\$	46.00	\$	40.22	\$	49.00	B
Engineering Designer II	III	(A)	\$	49.77	\$	51.50	\$	52.26	\$	55.00	B
Environmental Scientist I	III	(A)	\$	25.67	\$	26.00	\$	26.95	\$	28.00	B
Environmental Scientist II	III	(A)	\$	29.67	\$	30.50	\$	31.15	\$	33.00	B
Chief Inspector	IV	(N)	\$	52.50	\$	55.00	\$	55.13	\$	58.00	C
Office Engineer	IV	(N)	\$	52.67	\$	54.00	\$	55.30	\$	57.00	C
Resident Engineer	IV	(N)	\$	54.36	\$	65.00	\$	57.08	\$	69.00	C
Senior Engineering Technician	IV	(N)	\$	47.37	\$	50.00	\$	49.74	\$	53.00	C
Senior Inspector	IV	(N)	\$	46.00	\$	46.00	\$	48.30	\$	49.00	C
Construction Manager	III	(N)	\$	51.07	\$	53.20	\$	53.62	\$	56.00	C
Inspector	III	(N)	\$	31.00	\$	37.50	\$	32.55	\$	40.00	C
Senior Environmental Technician	III	(N)	\$	24.00	\$	24.00	\$	25.20	\$	26.00	C
Senior Inspector	III	(N)	\$	45.24	\$	51.00	\$	47.50	\$	54.00	C
Engineering Technician	II	(N)	\$	36.50	\$	37.50	\$	38.33	\$	40.00	C
Environmental Technician	II	(N)	\$	21.95	\$	22.00	\$	23.05	\$	24.00	C
Industrial Hygienist I	I	(N)	\$	24.35	\$	25.30	\$	25.57	\$	27.00	C
Contract Specialist	N/A		\$	41.92	\$	74.50	\$	44.02	\$	79.00	B
Engineering Aide	N/A		\$	37.40	\$	37.40	\$	39.27	\$	40.00	B
Group Technical Assistant	N/A		\$	23.70	\$	23.70	\$	24.89	\$	25.00	B
Intern	N/A		\$	19.86	\$	21.00	\$	20.85	\$	23.00	B
Senior Group Technical Assistant	N/A		\$	29.55	\$	34.40	\$	31.03	\$	37.00	B
UAS Operator	N/A		\$	42.00	\$	42.00	\$	44.10	\$	45.00	B

NOTES:

OVERTIME POLICY

Category A - No overtime compensation

Category B - Overtime compensated at straight time rate

Category C - Overtime compensated at straight time rate x 1.50

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

Exhibit A, Page 2

Staffing Table

BARTON & LOGUIDICE, D.P.C.
 PIN 8762.33
 WESLEY CHAPEL ROAD CULVERT
 OVER WILLOW TREE BROOK

JOB TITLE	ASCE (A) OR NICET (N) GRADE	General	Data Collection	Preliminary Design	Environmental	ROW	Detailed Design	Bid and Award	Cons. Support	Cons. Inspection	TOTAL HOURS	PROJECTED HOURLY RATE	DIRECT TECHNICAL LABOR
		1	2	3	4	5	6	7	8	9			
Principal	IX						2				2	\$132.20	\$ 264.40
Senior Vice President	IX										0	\$107.40	\$ -
Senior Associate	VIII	30					21				51	\$76.45	\$ 3,898.95
Associate	VIII				4						4	\$71.54	\$ 286.16
Senior Managing Engineer	VII					50					50	\$64.61	\$ 3,230.50
Construction Manager	III	30			2		72	18			122	\$51.07	\$ 6,230.54
Managing Engineer	VI						4				4	\$55.20	\$ 220.80
Senior Project Engineer	V						24	20			44	\$51.17	\$ 2,251.48
Staff Engineer	IV						46				46	\$46.04	\$ 2,117.84
Senior Staff Environmental Scientist	V				28						28	\$39.90	\$ 1,117.20
Managing Industrial Hygienist	V										0	\$45.00	\$ -
Staff Industrial Hygienist	IV										0	\$37.80	\$ -
Engineer II	III										0	\$40.35	\$ -
Engineer I	III				16		139				155	\$37.08	\$ 5,747.40
Environmental Scientist II	III				55						55	\$29.67	\$ 1,631.85
Senior Engineering Technician	IV						148				148	\$47.37	\$ 7,010.76
Contract Specialist	N/A	18									18	\$41.92	\$ 754.56
Senior Group Technical Assistant	N/A										0	\$29.55	\$ -
TOTAL		78	0	0	105	50	456	38			727		\$34,762.44

Exhibit A, Page 3
Estimate of Direct Non-Salary Cost

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

1. Travel, Lodging and Subsistence

Trips to	trips	miles per			
Alb Office to Site	6	260	miles/trip	1560	
Syr Office to Site	1	550	miles/trip	550	
Total Mileage				2110	@ \$0.700 \$1,477.00

TOTAL TRAVEL, LODGING, & SUBSISTENCE \$1,477

2. Reproduction, Drawings & Report

			Sheets	Set	
Design Report					
Pre-Draft thru Final	0.10	300	0		\$0.00
Brochure/Handout	1.00	2	0		\$0.00
Plans/Cross-Sections	0.10	50	10		\$50.00
Miscellaneous	0.10	500	0		\$0.00

TOTAL DRAWING, REPORT, REPRODUCTION \$50

3. Environmental Screenings/Reports **\$0**

4. Asbestos and Lead Sample Testing (assume 4 samples from bridge) **\$500**

5. Mail, Postage & Shipping **\$100**

6. Subcontractor for Borings (Estimated) Soil Borings (Assume 2) **\$0**

7. Subconsultant for Survey Survey and Mapping (CIVIL TEC) **\$5,000**

8. Subconsultant for ROW

Title Searches (Assume 1)	\$500
Title Certification	\$600
Appraisals - Stropp (Assume 1)	\$2,500
Appraisal Review (Fanelli)	\$750

TOTAL DIRECT NON-SALARY COST \$2,127

TOTAL DIRECT NON-SALARY COST (SUBCONSULTANTS) \$9,350

PIN 8762.33
 WESLEY CHAPEL ROAD CULVERT
 OVER WILLOW TREE BROOK
 VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY
 Construction Support and Construction Inspection

ASCE (A) OR NICET (N) GRADE		.321 Construction Administration and Inspection															TOTAL	PROJ'D HOURLY RATE	DIRECT TECHNICAL LABOR	PROJ'D OT HOURS	OT PREM.	DIRECT TECHNICAL OT
		8.01	9.01	9.02										9.07								
JOB TITLE				April 26 Reg.	May 26 Reg.	June 26 Reg.	July 26 Reg.	Aug 26 Reg.	Sept 26 Reg.	Total			HOURS									
				OT	OT	OT	OT	OT	OT	OT												
Principal	IX (A)									0	0		0	\$138.81	\$ -							
Senior Vice President	IX (A)									0	0		0	\$112.77	\$ -							
Senior Associate	VIII (A)	8		4	4	4	4	4		20	0	4	32	\$80.27	\$ 2,568.72							
Associate	VIII (A)									0	0		0	\$75.12	\$ -							
Senior Managing Engineer	VII (A)									0	0		0	\$67.84	\$ -							
Construction Manager	III (N)	40	16	20	20	20	20	10		90	0	40	186	\$53.62	\$ 9,973.97							
Chief Engineer	VI (A)									0	0		0	\$73.32	\$ -							
Staff Engineer	IV (A)	40		2	2	2	2	2		10	0	10	60	\$48.34	\$ 2,900.52							
Senior Project Engineer	V (A)									0	0		0	\$53.73	\$ -							
Project Engineer	IV (A)									0	0		0	\$47.90	\$ -							
Senior Project Environmental Scientist	V (A)									0	0		0	\$46.20	\$ -							
Engineer II	III/1 (A)									0	0		0	\$42.37	\$ -							
Engineer I	III/1 (A)									0	0		0	\$38.92	\$ -							
Resident Engineer	IV (N)			174	16	174	16	174	16	40		736	64	40	840	\$ 69.00	\$ 57,960.00	64	\$ 34.50	\$ 2,208.00		
Senior Engineering Technician	IV (N)									0	0	10	10	\$49.74	\$ 497.39							
Engineering Technician	II (N)									0	0		0	\$38.33	\$ -							
Senior Inspector	IV (N)									0	0		0	\$48.30	\$ -							
Senior Group Technical Assistant	N/A									0	0		0	\$31.03	\$ -							
Staff Environmental Scientist	IV (A)									0	0		0	\$36.75	\$ -							
TOTAL		88	16	200	16	200	16	200	16	56	0	0	0	856	64	104	1128		\$73,900.60		\$2,208.00	
													1128									

1128

Exhibit B, Page 2
Estimate of Direct Non-Salary Cost

PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK
VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY
Construction Support and Construction Inspection

Construction Inspection & Administration

1. Travel, Lodging and Subsistence

Trips to	trips	miles per					
Alb to Site	12	260	miles/trip	3120	Miles		
Alb to Precast	4	150	miles/trip	600	Miles		
Total Mileage				3720	@	\$0.700	\$ 2,604
TOTAL TRAVEL, LODGING, & SUBSISTENCE							\$ 2,604

2. Reproduction, Drawings & Report

	each	sheets/set	sets		
Reports					
Daily Inspection	0.05	30	0	\$	-
Miscellaneous	0.05	30	0	\$	-
Plans/Cross-Sections					
As-Built Drawings	0.90	30	10	\$	270
TOTAL DRAWING, REPORT, REPRODUCTION					\$ 270

3. Mail, Postage & Shipping \$ 50

4. APPIA License \$ 2,500

TOTAL DIRECT NON-SALARY COST \$ 5,424

5. QA/QC Testing (Subcontracted) (Actual 2025)

CONCRETE	UNIT	UNIT COST	TOTAL	
FIELD TESTING (SLUMP/AIR)	0 DAY	\$ 760.00	\$ -	
	6 1/2 DAY	\$ 495.00	\$ 2,970.00	
CONCRETE CYLINDERS	36 EACH	\$ 25.00	\$ 900.00	
SAMPLE PICK UP	6 EACH	\$ 150.00	\$ 900.00	
SOILS				
SIEVE/PROCTOR	2 EACH	\$ 350.00	\$ 700.00	
FIELD DENSITY	4 DAY	\$ 950.00	\$ 3,800.00	
	0 1/2 DAY	\$ 620.00	\$ -	
TOPSOIL TESTING	1 EACH	\$ 250.00	\$ 250.00	
MILEAGE	1000 MILES	\$ 0.70	\$ 700.00	\$ 10,200
PILES				
DYNAMIC PILE TESTING (1 per abutment, 2 total)			\$ -	
BEAMS				
QC INSPECTION AT FABRICATION PLANT (Included in 9.01)			\$ -	
TOTAL SUB-CONTRACTOR/SUBCONSULTANT COSTS				\$ 10,200

Exhibit B, Page 3

Supplemental Scope Summary

PIN 8762.33

WESLEY CHAPEL ROAD CULVERT

OVER WILLOW TREE BROOK

VILLAGE OF WESLEY HILLS, ROCKLAND COUNTY, NY

Construction Support and Construction Inspection

.321 CA/CI

TOTAL

Item IA, Direct Technical

Salaries (estimated)

subject to audit

\$ 15,941 Office

\$ 57,960 Field

Item IB, Direct Technical

Salaries Premium Portion

of overtime subject to

audit (estimate)

\$ 2,208

Item II, Direct Non-

Salary Cost (estimated)

subject to audit

\$ 5,424

Item II Direct Non-

Salary Cost (estimated)

subject to audit

(Sub-Consultant Cost)

Material Testing \$ 10,200

Dynamic Pile Testing \$ -

Beam Fabrication Plant Testing \$ -

Item III, Overhead

(estimated) subject to audit

office rate 1.67 %

\$ 26,621

field rate 1.26 %

\$ 73,030

Item IV, Fixed

Fee (negotiated)

11%

\$ 19,090

TOTAL ESTIMATED PROJECT COST

\$ 210,473

MAXIMUM AMOUNT PAYABLE (SUPPLEMENT 1)

\$ 210,473

Exhibit C
Summary

BARTON & LOGUIDICE, D.P.C.
PIN 8762.33
WESLEY CHAPEL ROAD CULVERT
OVER WILLOW TREE BROOK

		Design <u>.121/.122</u>	ROW Incidental <u>.221/.222</u>	CA/CI <u>.321</u>	<u>TOTAL</u>
Item IA, Direct Technical					
Salaries (estimated)		\$31,532	\$3,231	\$73,901	\$108,663
subject to audit					
Item IB, Direct Technical					
Salaries Premium Portion		\$0	\$0	\$2,208	\$2,208
of overtime subject to					
audit (estimate)					
Item II, Direct Non-					
Salary Cost (estimated)		\$2,127	\$0	\$5,424	\$7,551
subject to audit					
Item II Direct Non-					
Salary Cost (estimated)					
subject to audit					
(Sub-Consultant Cost)	Survey	\$5,000	\$0	\$0	\$5,000
	ROW	\$0	\$4,350	\$0	\$4,350
	Material Testing	\$0	\$0	\$10,200	\$10,200
	Dynamic Pile Testing	\$0	\$0	\$0	\$0
Item II Direct Non-					
Salary Cost (estimated)					
subject to audit					
(Sub-Consultant Cost)	Soil Borings	\$0	\$0	\$0	\$0
Item III, Overhead					
(estimated) subject		\$52,658	\$5,395	\$99,650	\$157,704
to audit) (@ 167% Office Rate/126% Field)					
Item IV, Fixed		\$9,260	\$950	\$19,090	\$29,300
Fee (negotiated)					
SUB-TOTAL		\$100,577	\$13,925	\$210,473	\$324,976
MAXIMUM AMOUNT PAYABLE			\$324,976		

VILLAGE OF WESLEY HILLS FLEXIBLE SPENDING PLAN

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VILLAGE OF WESLEY HILLS FLEXIBLE SPENDING PLAN

INTRODUCTION

The Employer has amended this Plan effective June 1, 2025, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on June 1, 1982. The Plan shall be known as Village of Wesley Hills Flexible Spending Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 8.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means June 1, 1982.

1.9 **"Election Period"** means the 30 day period immediately preceding the beginning of each Plan Year. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Village of Wesley Hills and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.14 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.15 **"Plan"** means this instrument, including all amendments thereto.

1.16 **"Plan Year"** means the 12-month period beginning June 1 and ending May 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.17 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.18 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.19 **"Spouse"** means spouse as determined under Federal law.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 9.2.

2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

(a) **Health FSA.** With regard to the Health Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made for claims incurred up to the date of termination and submitted within 90 days after termination.

(b) **Health FSA treatment.** In the event a Participant terminates his participation in the Health Flexible Spending Account during the Plan Year, if Salary Redirections are made other than on a pro rata basis, upon termination the Participant shall be entitled to a reimbursement for any Salary Redirection previously paid for coverage or benefits relating to the period after the date of the Participant's separation from service regardless of the Participant's claims or reimbursements as of such date.

2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account shall be credited to such fund or account.

3.3 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year. In the event Salary Redirections to the Health Flexible Spending Account are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
- (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel or reduce accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(f) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(g) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(h) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

- (1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; or
- (2) One or more related individuals of the Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or related individual(s) seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (3) The revocation of the election of coverage under the group health plan – either revocation in whole or revocation of other-than-self coverage – corresponds to the intended enrollment of the Participant and/or any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant (on behalf of themselves or related individuals) who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant or related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate

in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof, excluding any carryover) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 7.2.

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$3,300.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Carryover.** A Participant in the Health Flexible Spending Account may roll over up to \$660 of unused amounts in the Health Flexible Spending Account remaining at the end of one Plan Year to the immediately following Plan Year. These amounts can be used only during the following Plan Year for expenses incurred in that Plan Year. Amounts carried over do not affect the maximum amount of salary redirection contributions for the Plan Year to which they are carried over. Unused amounts are those remaining after expenses have been reimbursed during the runout period. These amounts may not be cashed out or converted to any other taxable or nontaxable benefit. Amounts in excess will be forfeited. The Plan is allowed, but not required, to treat claims as being paid first from the current year amounts, then from the carryover amounts.

6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment.

ARTICLE VII BENEFITS AND RIGHTS

7.1 CLAIM FOR BENEFITS

(a) **Health Flexible Spending Account claims.** Any claim for Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of

time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (b) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
- (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (c) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (d) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account (excluding any carryover) as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

7.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan (excepting any carryover); nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

ARTICLE VIII ADMINISTRATION

8.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

8.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

8.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

8.4 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE IX AMENDMENT OR TERMINATION OF PLAN

9.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

9.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made.

No further additions shall be made to the Health Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE X MISCELLANEOUS

10.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 10.11.

10.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

10.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

10.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

10.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

10.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

10.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

10.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

10.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

10.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of New York.

10.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

10.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

10.13 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

10.14 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

10.15 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

- (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:
- (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
 - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

10.16 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 10.15.

10.17 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

10.18 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

10.19 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

10.20 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____.

Village of Wesley Hills

By _____
EMPLOYER

WITNESSES AS TO EMPLOYER

VILLAGE OF WESLEY HILLS FLEXIBLE SPENDING PLAN
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SUMMARY

VILLAGE OF WESLEY HILLS FLEXIBLE SPENDING PLAN

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the same day you can enter our group medical plan.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for the benefits you have elected.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

Item 6.

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

3. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period will be the 30 day period prior to the beginning of each Plan Year. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke or modify your coverage (including change to self only from family/other-than-self coverage in certain cases) under our Employer sponsored group health plan if you (or individuals related to you in certain cases) are eligible to obtain coverage through the health exchanges.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV BENEFITS

Item 6.

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may not be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$3,300. In addition, you will be eligible to carryover amounts left in your Health Flexible Spending Account, up to \$660. This means that amounts you do not use during a Plan Year can be carried over to the next Plan Year and used for expenses incurred in the next Plan Year. You may only use the carryover amounts within the next Plan Year.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes.

2. What happens if I don't spend all Plan contributions during the Plan Year?

Any monies left at the end of the Plan Year will be forfeited, except for amounts that can be carried over into the next Plan Year for the Health Flexible Spending Account. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

4. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

(a) Your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. You must submit claims within 90 days after termination.

5. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

Village of Wesley Hills Flexible Spending Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on June 1, 2025. Your Plan was originally effective on June 1, 1982.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on June 1 and ends on May 31.

2. Employer Information

Your Employer's name, address, and identification number are:

Village of Wesley Hills
432 Route 306
Wesley Hills, New York 10952
13-3148318

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Village of Wesley Hills
432 Route 306
Wesley Hills, New York 10952
845-354-0400

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

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

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

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

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. However, if you terminate employment during the Plan Year, you must submit your Health Flexible Spending Account claims within 90 days after your termination of employment. Any claims submitted after that time will not be considered.

If a medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



JOB CLASSIFICATION QUESTIONNAIRE P.O. 27

County, Town, Village, School District, Library or Special District Village of Wesley Hills		Department Clerk	Suggested Job Title Secretary, Planning & Zoning Boards
This position requires: 17 Hours work per week 12 Months work per year		Rate of Pay \$ 35.00 Per hr	
Persons Supervising this position		(Direct, Occasional, General)	
NAME	TITLE	TYPE OF SUPERVISION	
Camille Guido-Downey, Village Clerk-Treasurer, Direct, Occasional, General			
Alicia Schultz, Deputy Village Clerk, Direct, Occasional, General			
Planning & Zoning Chairman, Direct, Occasional, General			
Persons Supervised by Employee in this position			
NAME	TITLE	TYPE OF SUPERVISION	
none			
Persons doing substantially the same kind and level of work			
NAME	TITLE	Location of Position	
none			
PERCENTAGE OF WORK TIME	DESCRIPTION OF DUTIES: Please describe the general set of duties that are to be performed by this position. Group individual tasks into several major functions or duties and use a separate line for each major group. List the most important or time-consuming duties first. DO NOT USE ACRONYMS OR ABBREVIATIONS. Estimate the percentage of time spent per week on each function. PERCENTAGES MUST ADD UP TO 100%.		
5%	Assembles discussion materials for consideration at Planning & Zoning Board meetings		
5%	Prepares Planning & Zoning agendas as directed		
10%	Prepares, sends and posts the appropriate notifications of meetings		
20%	Records minutes of Planning & Zoning meetings and transcribes, duplicates and distributes		
20%	Replies to routine correspondences		
10%	Prepares legal notices and assures their publication		
10%	Maintain files		
20%	May operate a variety of office machines in the performance of clerical work, such as photocopy, calculator, fax machines, word processing, etc.		

The above statements are accurate and complete.

Signature: _____ Date: _____

TO BE COMPLETED BY THE APPOINTING OFFICER

Place an (X) mark opposite the item in each group which best describes the work of this position.

- | | |
|---|--|
| ☒ Repetitive and routine.
☒ Routine, but involves some judgment to perform the duties.
☐ Complex, involving decision of order, of tasks and methods.
☐ Difficult, involving independent decisions as to scope and planning of projects and programs. | ☒ Is under direct supervision.
☒ Works according to prescribed procedure with supervision available as needed.
☒ Is under general supervision as exercised through reports, conferences and job inspection.
☒ Is subject only to policies and administrative approval. |
| ☐ Requires no previous training or special knowledge.
☒ Requires some basic abilities or knowledges of the general work.
☒ Requires good knowledge of the primary work.
☐ Requires thorough knowledge of all phases of the work.
☐ Requires a particular proficiency or skill in a specialized activity. | ☒ Exercises direct supervision.
☐ Supervises, as required, through review of work.
☐ Exercises general supervision by means of reports and conferences.
☐ Regularly supervises 1 to 5 employees.
☐ Regularly supervises 6 to 15 employees.
☐ Regularly supervises over 15 employees. |

What minimum qualifications do you think should be required for this position?

Education: High school.....⁴.....years.

College.....years, with specialization in.....

Other.....years, with specialization in.....

Experience: (List amount and type)

This is primarily work of a clerical and secretarial nature which requires a high degree of initiative in the organization and completion of clerical work of Planning & Zoning Boards. the position usually involves attendance at evening meetings.

Essential knowledge, skills and abilities:

Good knowledge of: business arithmetic & English, office terminology, procedures & equipment, P&Z operations, organization & procedures, working knowledge of office management & supervisory techniques, ability to understand and carry out moderately complex oral and written instructions, ability to establish and maintain successful relations with others.

Licenses or Certification Required? ☐ Yes ☒ No

Type of license or certificate required: _____

COMMENTS:

Signature of appointing officer or designee:

Signature: _____ Date: _____

ACTION BY ROCKLAND COUNTY DEPARTMENT OF PERSONNEL

In accordance with the provisions of Civil Service Law, Section 22, and the Rockland County Rules, the Rockland County

Personnel Office certifies that the appropriate civil service title for the position described is _____

Signature: _____ Date: _____
Lori Gruebel, Commissioner of Personnel

ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY IF A NEW POSITION

The new position indicated above was established on _____ at a salary of \$ _____

or at salary grade No. _____ Resolution No. _____
(County only)

Signature: _____ Date: _____

SECRETARY, PLANNING AND ZONING BOARDS

DISTINGUISHING FEATURES OF THE CLASS: This is primarily work of a clerical and secretarial nature which requires a high degree of initiative in the organization and completion of the clerical work of Planning and Zoning Boards. The position usually involves attendance at evening meetings. General direction is received from the Chairperson of the Planning and Zoning Boards. Ordinarily there would be no subordinate employees to direct or supervise. Does related work as required.

TYPICAL WORK ACTIVITIES:

Assembles discussion materials for consideration at Planning and Zoning Board meetings;
 Suggests need for Planning and Zoning Board agenda items and types agenda;
 Types and mails notifications of meetings;
 Records minutes of Planning and Zoning Board meetings and transcribes, duplicates and distributes them;
 Replies to routine correspondence;
 Prepares legal notices and assures their publication;
 Maintains files;
 May operate a variety of office machines in the performance of clerical work, such as photocopy, calculator, fax machine, word processing, microcomputer, etc.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of business arithmetic and English; good knowledge of office terminology, procedures and equipment; good knowledge of Planning and Zoning Board operations, organization and procedures; working knowledge of office management and supervisory techniques; ability to understand and carry out moderately complex oral and written instructions; ability to establish and maintain successful relations with others.

MINIMUM QUALIFICATIONS: Qualifications are determined by appointing authority, i.e.: Town or Village Planning and Zoning Boards, as appropriate.

R.C.D.P. (01.31.1989) 07.10.2015
 Exempt