



## **BOARD OF TRUSTEES MEETING AGENDA**

**November 4, 2025 at 7:00 PM**  
**432 Route 306, Wesley Hills, NY 10952**  
**Phone: 845-354-0400 | Fax: 845-354-4097**

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### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

1. **September 30, 2025**
2. **October 17, 2025**

### **RESOLUTIONS/DISCUSSIONS**

3. **Resolution Certifying Amount of Unpaid Taxes**
4. **Resolution Authorizing the Village Clerk-Treasurer to Publish a Notice Stating the Date of the Village Election, the Polling Place, the Offices to be Filled and the Terms Thereof.**
5. **Resolution Authorizing the Filing of an Application for a Grant Under the Justice Court Assistance Program, 2025-2026 Established by the State of New York.**
6. **Resolution Approving the Intermunicipal Contract with the County of Rockland for Sidewalk Funding**
7. **Resolution Approving the Refund for a Canceled Building Permit — 1 Oren Court**
8. **Appointment of 2nd Alternate to the Zoning Board of Appeals**
9. **Resolution Approving the Cost Sharing Agreement between the Village of Wesley Hills and Orange & Rockland Utilities to cover paving of Grand Park Drive, Fieldcrest Drive and Suhl Lane.**
10. **Resolution Approving the Proposal from Belleville Landscaping Inc for Drainage Work on Wesley Chapel Road**
11. **Resolution Approving Abstract of Funds**
12. **Resolution Approving Transfer of Funds**

## **REPORTS**

13. Mayor
14. Village Clerk/Treasurer
15. Village Attorney

## **OPEN FLOOR: PUBLIC DISCUSSION**

## **EXECUTIVE SESSION**

## **NEW BUSINESS**

## **ADJOURNMENT**



## BOARD OF TRUSTEES MEETING MINUTES

September 30, 2025, at 7:00 PM  
432 Route 306, Wesley Hills, NY 10952  
Phone: 845-354-0400 | Fax: 845-354-4097

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### ROLL CALL

**MEMBERS PRESENT:** Mayor Marshall Katz  
Trustee Yisroel Cherna  
Trustee Tova Krull  
Trustee Milton Schwartz, Zoom

**ABSENT:** Trustee Joseph Mause

**OTHERS PRESENT:** Ben Selig, Esq., Village Attorney  
Howard Richman, Esq., Incoming Village Attorney  
Camille Guido-Downey, Village Clerk-Treasurer

### CALL TO ORDER

Mayor Katz called the meeting to order at 7pm followed by the Pledge of Allegiance.

Mayor Katz stated that he is sad to announce that ZBA Member Richard Weinberger passed away last week.

Mayor Katz announced that this would be the last meeting of the Village Attorney, Ben Selig as he is retiring after 35 years of service with the Village. Mayor Katz thanked Ben for his dedication to the Village.

Ben Selig thanked Mayor Katz, Howard Richman, and Camille Guido-Downey for their continued support over the years.

### APPROVAL OF MINUTES

ITEM# 1

**Resolution No. 84-25**

Trustee Cherna made a motion to approve the Minutes of September 9, 2025, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Cherna, and Trustee Krull. This motion was carried unanimously.

**RESOLUTIONS/DISCUSSIONS**

**ITEM# 2 Appointment of Zoning Board of Appeals Member**

Mayor Katz appointed Barry Rozenberg as a Member of the Zoning Board of Appeals.

**Resolution No. 85-25**

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

**RESOLVED**, that the Mayor’s appointment of Barry Rozenberg as a Member of the Zoning Board of Appeals of the Village of Wesley Hills to fill the remaining term of Richard Weinberger's term expiring April 2029 is hereby approved.

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

**ITEM# 3 Appointment of 1st Alternate to the Zoning Board of Appeals**

Mayor Katz appoints Anita Hajioff as 1st Alternate to the Zoning Board of Appeals.

**Resolution No. 86-25**

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

**RESOLVED**, that the Mayor’s appointment of Anita Hajioff as 1st Alternate to the Zoning Board of Appeals of the Village of Wesley Hills for the balance of a one-year term is hereby approved.

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

**ITEM# 4 Appointment of 2nd Alternate to the Zoning Board of Appeals**

Mayor Katz made a motion to table this item until a candidate is selected, seconded by Trustee Cherns:

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

**ITEM# 5 Resolution Approving the Installation of Stop Signs in the Pomona Heights Neighborhood**

**Resolution No. 87-25**

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

**WHEREAS**, the Village of Wesley has received several complaints from residents expressing their frustration with vehicles speeding in the Pomona Heights neighborhood; and

**WHEREAS**, the Village Board in 2024 had installed temporary speed humps to reduce the speeding, and

**WHEREAS**, that action was not beneficial in reducing the speeding in the neighborhood,

**WHEREAS**, the Village Board requested the Village Engineer to performs inspection and submit a review, and

**WHEREAS**, the Village Engineer has submitted a review dated September 22, 2025 and stated that in order to safely facilitate traffic through the neighborhood and reduce speeding, they are recommending the installation of the following stop signs:

1. Both sides of Pomona Road have a stop sign to be installed at the intersection of Pomona Road and Serven Road as described in the plan dated September 22, 2025, and
2. Both sides of Buena Vista Road have a stop sign to be installed at the intersection of Buena Vista Road and Serven Road as described in the plan dated September 22, 2025, and
3. Both sides of Cains Road have a stop sign to be installed at the intersection of Cains Road and Old Pomona Road as described in the plan dated September 22, 2025, and

**THEREFORE, BE IT RESOLVED**, that the Village of Wesley Hills approves the installation of stop signs, other associated signage, and street painting in the locations noted on the plan prepared by the Village Engineer dated September 22, 2025, a copy of which is made a part of the minutes of this Board, is hereby approved and the Village Clerk Treasurer is authorized to contact the Town of Ramapo Highway Department for installation of same.

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

**ITEM# 6      Resolution Approving the Installation of a Stop Sign at the Intersection of Willow Tree Road & Grandview Ave**

**Resolution No. 88-25**

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

**WHEREAS**, the Village of Wesley Village Board has noticed that at the intersection of Willow Tree Road & Grandview Ave there is a yield sign and not a stop sign; and

**WHEREAS**, the Village Board has requested the Village Engineer to perform a review of the intersection and stated that the existing yield sign should be changed to a stop sign, and

**THEREFORE, BE IT RESOLVED**, that the Village of Wesley Hills approves the installation of the stop sign, other associated signage, and street painting in the location noted on the plan prepared by the Village Engineer dated September 22, 2025, a copy of which is made a part of the minutes of this Board, is hereby approved and the Village Clerk Treasurer is authorized to contact the Town of Ramapo Highway Department/County Highway for notification and installation of same.

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

**ITEM# 7      Resolution Approving the Release of Road Opening Escrow - 110 Forshay Road**

**Resolution No. 89-25**

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

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

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

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

**WHEREAS**, the Applicant is now requesting reimbursement as the project is 97% complete, and

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

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

**ITEM# 8      Resolution Approving the Road Opening Escrow Release - 14 Holland Lane**

**Resolution No. 90-25**

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

**WHEREAS**, on August 11, 2025, the Engineer recommended that Melaney Dr Corp post the sum of \$5,000.00 with the Village of Wesley Hills to be held in escrow for the road opening completion for the property located at 14 Holland Lane, and

**WHEREAS**, on August 11 2025, Melaney Dr Corp posted said \$5,000.00, and

**WHEREAS**, on September 26, 2025, the Village Engineer submitted an approval letter for the release of the escrow funds on the amount of \$5,000.00, and

**NOW, BE IT RESOLVED**, that the Village Clerk of the Village of Wesley Hills is hereby directed to refund the sum of \$5,000.00 to be paid to the aforesaid Melaney Dr Corp.

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

ITEM# 9      **Acceptance of Justice Court Audit**

**Resolution No. 91-25**

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

**RESOLVED**, that the Justice Court Audit of the Village Accountant for 2024-2025 is hereby approved and a copy of which is made apart of the Minutes of this Board; and

**BE IT FURTHER RESOLVED**, that said document be forwarded to the New York State Office of Court Administration.

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

ITEM# 10      **Resolution Approving Abstract of Funds**

**Resolution No. 92-25**

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

**RESOLVED**, that the general fund claims #23,469 through #23,537 in the aggregate amount of \$146,005.62 as set forth in Abstract #6/25 dated September 30, 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 Cherns, and Trustee Krull. This motion was carried unanimously.

ITEM# 11      **Resolution Approving Transfer of Funds**

**Resolution No. 93-25**

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

**RESOLVED**, that the transfers in the aggregate amount of \$155,000 as set forth in Abstract #6/25 dated September 30, 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 Cherns, and Trustee Krull. This motion was carried unanimously.

**REPORTS**

ITEM# 12 Mayor

County Sidewalk Grant

Mayor Katz stated that he has received confirmation from the County that the Village will be receiving \$1.7 million from the County of Rockland for sidewalks. The Mayor will share the contracts once they are received and will alert the Village Engineer to move ahead with the required works once contracts are in place.

Speed Bumps on Willow Tree Road

Mayor Katz stated that he has received complaints from residents in reference to the speed bumps that the Town has installed on Willow Tree Road. Board Members stated that the speed bumps are doing their job by slowing the vehicles down and in the future, we can discuss other solutions.

ITEM# 13 Village Clerk/Treasurer

No report.

ITEM# 14 Village Attorney

No report.

**OPEN FLOOR: PUBLIC DISCUSSION**

Ethan Halpert, Village Green Shul was present and thanked the Mayor for allowing them to use the Venue in the shopping center for overflow pray services during the high holiday. Mr. Halpert requested the Village Board to review the allowable uses in the Village to allow catering facilities. The Venue has been operating illegally as the Village does not have that use in the code. The Mayor and Board Members are in favor of reviewing this change (addressing noise, hours of operation, liquor, parking etc.) and directed Howard Richman to research the matter.

**EXECUTIVE SESSION**

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

No action was taken during Executive Session.

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

**NEW BUSINESS**

Upcoming Meetings:

October 28, 2025 - Public Meeting on Wilder Road Sidewalks

November 4, 2025 - Regular Board Meeting

November 18, 2025 - Workshop Board Meeting

**ADJOURNMENT**

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

Respectfully Submitted,  
Camille Guido-Downey



## **BOARD OF TRUSTEES MEETING MINUTES**

**October 17, 2025 at 10:00 AM**  
**432 Route 306, Wesley Hills, NY 10952**  
**Phone: 845-354-0400 | Fax: 845-354-4097**

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### **CALL TO ORDER**

Mayor Katz called the meeting to order at 10:02 am.

### **ROLL CALL**

**MEMBERS PRESENT:** Mayor Marshall Katz  
Deputy Mayor Milton Schwartz  
Trustee Tova Krull

**ABSENT:** Trustee Joseph Mause  
Trustee Yisroel Cherns

**OTHERS PRESENT:** Howard Richman, Village Attorney  
Jody Cross, Zarin & Steinmetz (zoom)  
Camille Guido-Downey, Village Clerk-Treasurer

### **EXECUTIVE SESSION**

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

No action was taken during Executive Session.

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

### **RESOLUTIONS/DISCUSSIONS**

1. Resolution Approving Stipulation of Settlement Between the Village of Wesley Hills and Mesivta Lubavitch of Monsey

**Resolution No. 94-25**

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

**WHEREAS**, Mesivta operates a dormitory for its students at 8 Lois Lane, Monsey, New York 10952 within the Village's jurisdiction; and

**WHEREAS**, on November 30, 2022, the Village issued a Notice of Violation regarding Mesivta's use and operation of the Property as a rooming house/dormitory in violation of Village Code and the Certificate of Occupancy issued for the Property; and

**WHEREAS**, on January 9, 2023, the Village revoked the Certificate of Occupancy for the Property due to Mesivta's ongoing violations of Village Code; and

**WHEREAS**, in or around July 2023, the Village commenced a Village Justice Court proceeding against Mesivta under Appearance Ticket 2023-175 to compel Mesivta to comply with Village Zoning Code; and

**WHEREAS**, on November 15, 2024, the Village filed an action in the Supreme Court of the State of New York, Rockland County under Index No.: 036959/2024 seeking to enjoin Mesivta's illegal use and occupation of the Property ("Injunction Action"); and

**WHEREAS**, on July 8, 2025 the Court in the Injunction Action issued a Decision and Order ("Injunction Order," NYSCEF Doc. No. 54), which Injunction Order, inter alia, enjoined occupation of the Property by Mesivta; and

**WHEREAS**, in exchange for the Village agreeing to temporarily hold enforcement of the Injunction Order in abeyance, Mesivta has agreed to cease use of the Property as a dormitory and to seek a new property for its dormitory use, but has requested that the Village provide a reasonable timeframe to locate and, if necessary, develop, renovate, and/or seek approvals from any relevant municipal board to accommodate the dormitory use; and

**WHEREAS**, in an effort to avoid the expenses, time demands, and risk of further litigation, and without either or any of the Parties admitting any liability or fault whatsoever, the Parties wish to amicably settle the Injunction Action; and

**WHEREAS**, the Village of Wesley Hills agrees and accepts the terms of said agreement, in the form annexed hereto, and which is attached and made a part hereof; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Village of Wesley Hills agrees to accept and adopt the terms of the aforementioned Stipulation of Settlement and the Mayor is authorized to execute same on behalf of the Village of Wesley Hills upon receipt of the executed agreement on behalf of Mesivta, as well as any other documents that may need to be executed in order to effectuate the attached Stipulation of Settlement.

Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Krull. Nay: None Abstain: None This motion was carried unanimously.

## **NEW BUSINESS**

None.

## **ADJOURNMENT**

Trustee Schwartz made a motion to adjourn, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Krull. Nay: None Abstain: None This motion was carried unanimously.

Respectfully Submitted,  
Camille Guido-Downey



432 Route 306

Wesley Hills, N.Y. 10952-1221

Phone 845-354-0400 FAX 845-354-4097 [www.wesleyhills.org](http://www.wesleyhills.org)

November 5, 2025

County of Rockland  
Department of Finance  
50 Sanitorium Road  
Building A  
Pomona, NY 10970

Re: 2025 Unpaid Village Taxes

To whom it may concern:

Please accept this letter as notification of the Village of Wesley Hills 2025 Unpaid Village Taxes.

The Village's unpaid amount is \$15,712.66 which includes the Village 8% penalty.

The amount being sent out for re-levy which includes the County's 7% is \$16,812.55.

Should you have any questions about the enclosed, please contact me.

Respectfully,

Camille Guido-Downey  
Village Clerk-Treasurer

CGD/  
Encl.

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Mayor: Marshall Katz    Deputy Mayor: Milton Schwartz  
Trustees: Yisroel Cherns, Joseph Mause, Tova Krull  
Village Clerk-Treasurer: Camille Guido-Downey    Village Attorney: Howard S Richman

Village of Wesley Hills  
2025  
Tax Re-Levy

Owner's Name	SBL	Village Base	Village 8%	Village Total	County 7%
THOMAS DEVELOPERS LLC	32-17-1-1	446.88	\$35.75	\$482.63	\$516.41
WEISZ ESTHER	32-18-1-51	223.07	\$17.85	\$240.92	\$257.78
ONPERDONK 21 LLC	32-19-1-2	416.85	\$33.35	\$450.20	\$481.71
HALPERT SHMUEL & AVIVA	32-19-1-50	9.52	\$0.76	\$10.28	\$11.00
SUSAN VORHAND TRUST	32-19-1-56	397.07	\$31.77	\$428.84	\$458.85
BEACON SEVEN INC	32-19-2-59	857.13	\$68.57	\$925.70	\$990.50
GREEN MOUNTAIN MANOR	32-20-1-54	873.98	\$69.92	\$943.90	\$1,009.97
UMANSKY 2016 CHARITABLE	32-20-1-66	407.32	\$32.59	\$439.91	\$470.70
GUTMAN SARA	41-06-1-6	420.51	\$33.64	\$454.15	\$485.94
LICHTMAN YESHOSHIA	41-06-1-8	453.48	\$36.28	\$489.76	\$524.04
HANFLING IZHAK & IRYNA	41-07-1-24	467.39	\$37.39	\$504.78	\$540.12
HASSAN ISAAC MICHAEL	41-08-1-24	553.84	\$44.31	\$598.15	\$640.02
SJRS HOLDINGS LLC	41-08-2-35	413.92	\$33.11	\$447.03	\$478.33
HECHT MICHAEL & ZOE	41-09-1-1	531.86	\$42.55	\$574.41	\$614.62
EMPIRE BUILDERS	41-09-1-24	630.18	\$50.41	\$680.59	\$728.24
ORZEL AVROHO & MALKA	41-10-2-25	382.41	\$30.59	\$413.00	\$441.91
RAUSMAN NORMAN	41-10-2-27	397.43	\$31.79	\$429.22	\$459.27
SPIRA ZEV	41-10-2-50	374.36	\$29.95	\$404.31	\$432.61
MCNAMARA JOHN	41-11-1-7	309.89	\$24.79	\$334.68	\$358.11
BORDEN D	41-11-1-12	0.37	\$0.03	\$0.40	\$0.43
GOLD SHARON	41-11-1-30	452.01	\$36.16	\$488.17	\$522.34
ORZEL AVROHO & MALKY	41-14-1-35	509.88	\$40.79	\$550.67	\$589.22
196 GRANDVIEW	41-14-1-70	439.56	\$35.16	\$474.72	\$507.96
STROHLI MARK	41-15-1-3	531.13	\$42.49	\$573.62	\$613.77
SCHUCK AKIVA & ZIPORA	41-15-1-6	434.04	\$34.72	\$468.76	\$501.58
WEISS SHIMON & RAIZL	41-16-2-20	340.66	\$27.25	\$367.91	\$393.67
GRANDVIEW HOUSE	41-16-2-30	391.94	\$31.36	\$423.30	\$452.93
SWERDLOFF YITZCHOCK	41-16-2-31	526.00	\$42.08	\$568.08	\$607.85
WEINBERGER JACOB	41-18-1-27	451.28	\$36.10	\$487.38	\$521.50
RAUSMAN NORMAN	41-18-1-34	566.07	\$46.89	\$632.96	\$677.26
RAMAPO CELL TOWER	841-09-1-15.1	1,318.73	\$105.50	\$1,424.23	\$1,523.92
		\$14,548.76	\$1,163.90	\$15,712.66	\$16,812.55

# Village of Wesley Hills Village 2025

## Unpaid List

All Inclusive with Added Penalty of 8.00%

Tax Map #:	Bill #:	Owner:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Penalty:	Surcharge:	Notice Fee:	Tot. Collected:	Remaining Total Due:
32.17-1-1	000028	THOMAS DEVELOPERS LLC		446.88	0.00	35.75	0.00	0.00	0.00	482.63
32.18-1-51	000095	WEISZ ESTHER M		223.07	0.00	17.85	0.00	0.00	0.00	240.92
32.19-1-2	000155	ONDERDONK 21 LLC		416.85	0.00	33.35	0.00	0.00	0.00	450.20
32.19-1-50	000202	HALPERT SHMUEL & AVIVA		9.52	0.00	0.76	0.00	0.00	0.00	10.28
32.19-1-56	000207	SUSAN VORHAND TRUST		397.07	0.00	31.77	0.00	0.00	0.00	428.84
32.19-2-59	000278	BEACON SEVEN INC		857.13	0.00	68.57	0.00	0.00	0.00	925.70
32.20-1-54	000334	GREEN MOUNTAIN MANOR...		873.98	0.00	69.92	0.00	0.00	0.00	943.90
32.20-1-66	000346	UMANSKY 2016 CHARITABLE		407.32	0.00	32.59	0.00	0.00	0.00	439.91
41.06-1-6	000436	GUTMAN, SARA		420.51	0.00	33.64	0.00	0.00	0.00	454.15
41.06-1-8	000438	LICHTMAN YESHOSHIA		453.48	0.00	36.28	0.00	0.00	0.00	489.76
41.07-1-24	000536	HANFLING IZHAK & IRYNA		467.39	0.00	37.39	0.00	0.00	0.00	504.78
41.08-1-24	000631	HASSAN ISAAC MICHAEL &		553.84	0.00	44.31	0.00	0.00	0.00	598.15
41.08-2-35	000706	SJRS HOLDINGS LLC		413.92	0.00	33.11	0.00	0.00	0.00	447.03
41.09-1-1	000745	HECHT MICHAEL HYMAN		531.86	0.00	42.55	0.00	0.00	0.00	574.41
41.09-1-24	000770	EMPIRE BUILDERS OF		630.18	0.00	50.41	0.00	0.00	0.00	680.59
41.10-2-25	000862	ORZEL, AVROHO AND MALKA		382.41	0.00	30.59	0.00	0.00	0.00	413.00
41.10-2-27	000864	RAUSMAN, NORMAN		397.43	0.00	31.79	0.00	0.00	0.00	429.22
41.10-2-50	000889	SPIRA ZEV		374.36	0.00	29.95	0.00	0.00	0.00	404.31
41.11-1-7	000906	MC NAMARA JOHN E		309.89	0.00	24.79	0.00	0.00	0.00	334.68
41.11-1-12	000911	BORGEN D & J & NADOFF Y &		0.37	0.00	0.03	0.00	0.00	0.00	0.40
41.11-1-30	000929	GOLD SHARON		452.01	0.00	36.16	0.00	0.00	0.00	488.17
41.14-1-35	001242	ORZEL AVROHOM & MALKY		509.88	0.00	40.79	0.00	0.00	0.00	550.67
41.14-1-70	001279	196 GRANDVIEW		439.56	0.00	35.16	0.00	0.00	0.00	474.72
41.15-1-3	001282	STROHLI MARK		531.13	0.00	42.49	0.00	0.00	0.00	573.62
41.15-1-6	001285	SCHUCK AKIVA & ZIPORA		434.04	0.00	34.72	0.00	0.00	0.00	468.76
41.16-2-20	001487	WEISS SHIMON & RAIZL		340.66	0.00	27.25	0.00	0.00	0.00	367.91
41.16-2-30	001497	GRANDVIEW HOUSE SV...		391.94	0.00	31.36	0.00	0.00	0.00	423.30
41.16-2-31	001498	SWERDLOFF YITZCHOK		526.00	0.00	42.08	0.00	0.00	0.00	568.08
41.18-1-27	001524	WEINBERGER JACOB &...		451.28	0.00	36.10	0.00	0.00	0.00	487.38
41.18-1-34	001531	RAUSMAN NORMAN &		586.07	0.00	46.89	0.00	0.00	0.00	632.96
841.09-1-15.1	001685	RAMAPO TOWN OF-CELL...		1318.73	0.00	105.50	0.00	0.00	0.00	1424.23

**Village of Wesley Hills Village 2025**

**Unpaid List**

All Inclusive with Added Penalty of 8.00%

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Parcels Listed:	31	Totals:	14548.76	0.00	1163.90	0.00	0.00	0.00	15712.66
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**RETURN**

**OF**

**UNPAID VILLAGE TAXES**

**VILLAGE OF Wesley Hills**

**TOWN OF RAMAPO**

**ROCKLAND COUNTY, NEW YORK**

**Warrant Dated May 6, 2025**

Total amount of unpaid taxes inc. State Lands ..... \$ \_\_\_\_\_  
Deduction – State Lands..... \$ \_\_\_\_\_  
Unpaid taxes turned over to Commissioner of Finance ..... **\$15,712.66**  
Amount Paid to the Commissioner of Finance ..... \$ \_\_\_\_\_  
Adjustments..... \$ \_\_\_\_\_  
Total base amount returned for relevy..... \$ \_\_\_\_\_

Remarks

Total amount sent out for relevy including 7%      **\$16,812.55**

STATE OF NEW YORK,

SS.:

COUNTY OF ROCKLAND,

I, Camille Guido-Downey, being duly sworn, deposes and says, that he/she is the collector of taxes in and for the or the receiver of taxes and assessments for the **Village of Wesley Hills** in the **Town of Ramapo**, Rockland County, New York, aforesaid; that the foregoing is a true account of the taxes remaining unpaid and due upon the real estate in said district assessed or levied upon the tax list with warrant dated May 6, 2025 attached thereto and delivered to the said collector or receiver of taxes and assessments on the 1st day of June, 2025; which said warrant is returnable on the 31st day of October, 2025; that the taxes mentioned in said account remain unpaid and that after diligent efforts he has been unable to collect the same.

\_\_\_\_\_  
Collector or Receiver of Taxes & Assessments

Subscribed and sworn to before me  
this 4<sup>th</sup> day of November, 2025

\_\_\_\_\_  
Notary Public  
Rockland County, NY

The undersigned, Trustees or Officers of the **Village of Wesley Hills**, in the **Town of Ramapo**, County of Rockland, New York, do hereby certify that the preceding is a true, accurate and complete account of unpaid taxes assessed or levied upon the real estate in said district, delivered to the Trustees or Officers of the Village thereof by Camille Guido-Downey collector of taxes therein or receiver of taxes and assessments therefor, and that we have examined and compared the same with the original tax list for 2025 and found it to be correct and the whole thereof.

Dated this 4<sup>th</sup> day of  
November, 2025

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
} Trustees, or officers  
the **Village of WH**,  
**Town of Ramapo**,  
Rockland County, NY

(The above is to be executed on last sheet of return only)

**VILLAGE OF WESLEY HILLS  
GENERAL VILLAGE ELECTION  
PUBLIC NOTICE**

**PLEASE TAKE NOTICE**, that the General Village Election for the Village of Wesley Hills will be held on Wednesday, March 18, 2026. Polls will be open from 6:00 A.M. to 9:00 P.M. on said date. The polling place will be at the Wesley Hills Village Hall, 432 Route 306, Wesley Hills, New York 10952.

**PLEASE TAKE FURTHER NOTICE**, the offices to be filled at the Election are as follows:

Village Justice-four (4) year term

Trustee-four (4) year term

Trustee-four (4) year term

Dated: Wesley Hills, New York  
November 5, 2025

Camille Guido-Downey  
Village Clerk-Treasurer  
Village of Wesley Hills

**COUNTY OF ROCKLAND INTERMUNICIPAL AGREEMENT  
GRANT FOR SIDEWALK CONSTRUCTION PROJECT  
VILLAGE OF WESLEY HILLS**

This INTERMUNICIPAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of \_\_\_\_\_, 2025, by and between

the COUNTY OF ROCKLAND (the “County”)  
11 New Hempstead Rd.  
New City, NY 10956

and

VILLAGE OF WESLEY HILLS (the “Municipality”)  
432 Route 306  
Wesley Hills, NY 10952-1221

WHEREAS, pursuant to Article 5-G of the New York General Municipal Law, municipal corporations are empowered to enter into agreements for the performance of their respective functions, powers, and duties on a cooperative basis; and

WHEREAS, the County and the Municipality desire to cooperate in the construction of sidewalks within the Municipality's jurisdiction along County of Rockland Roads for the mutual benefit of their respective constituents; and

WHEREAS, the County has agreed to provide grant funds to the Municipality for the purpose of constructing said sidewalks; and

WHEREAS, the parties hereto desire to set forth their respective rights and obligations with respect to the sidewalk construction project and the associated grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“Assigned Legislator” – A Legislator whose district encompasses all or part of a Municipality in which a Project is occurring and who has approval authority, as described below, of the scope and funding of each Project within the Legislator’s District.

“Covered costs” or “covered expenses” – include costs or expenses incurred in completing a “Project,” that is reimbursable under this agreement. The County Superintendent of Highways will be the final arbiter to decide whether costs submitted by the Municipality fall within the definition of “Project” and whether they are a “covered cost” or “covered expense.” These costs are restricted to:

- (i) engineering and design costs,
- (ii) construction labor,
- (iii) environmental review,
- (iv) materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting for crosswalks, and
- (v) the actual purchase price of real property interests, e.g. fee title, or for permanent or temporary easements.

“District” or “Legislative District” – The Legislative Districts of the County Legislators as such Districts are defined in the Laws of Rockland County, Chapter 5, *Administrative Code*, § 5-7, *County Legislature; districts; qualification of members*; and Chapter 101, *Legislature, County*, § 101-7, *Composition of County Legislature; residency requirements*.

“Project” – Each Project must be contained wholly within a Project Area. Projects must be constituted of contiguous lengths of sidewalk in a Project Area and required appurtenant structures which must be constituted of a continuous pedestrian walkway constructed to New York State Department of Transportation guidelines for sidewalk construction, without gaps, interruptions, or separations along a specified corridor or path. Breaks necessitated by perpendicular roadways or driveways do not violate the contiguous nature of the Project. Appurtenant structures shall mean any structures necessary to construct the sidewalk along the roadway.

“Project Area” – An area that is concurrently within both a specific Municipality and a specific Legislative District.

“Sidewalk” – Included are materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting (such as crosswalks) for a specified location.

“Allocated Grant Funds” - the sum to be provided by the County to the Municipality for Projects in the Legislative Districts wholly or partially in the Municipality, as determined in accordance with Section 3.1 of this Agreement.

“Force Majeure Event” - any act, event, or condition beyond the reasonable control of a party that prevents or delays that party from performing its obligations under this Agreement, including but not limited to: acts of God; fires; floods; earthquakes; wars; civil disturbances; sabotage; accidents; labor disputes; shortages of labor, fuel, raw materials, or equipment; governmental actions; and pandemics or epidemics.

“Grant Funds” – Any funding provided by the County pursuant to this Agreement.

“Intellectual Property” - any and all inventions, discoveries, developments, improvements, innovations, designs, drawings, trademarks, trade names, copyrights, computer programs, trade secrets, know-how, and all other intellectual property rights, whether or not patentable, registrable, or otherwise protectable under applicable laws.

## 2. SCOPE OF PROJECT

- 2.1 The Municipality will undertake and complete Projects in accordance with the procedures and specifications set forth in Schedule B, which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained in this agreement, should there be Allocated Grant Funds remaining after completion of the Project work, the Assigned Legislator may allocate according to his or her discretion in accordance with section 3.1 (A) (4).
- 2.2 The Municipality’s Projects must take place wholly within the geographical boundaries of the Municipality.
- 2.3 The Assigned Legislator for each Project must approve in writing the location and amount of Grant Funds to be used for each Project in Project Areas within that Legislator’s District.
- 2.4 All work performed in connection with any Project must comply with applicable federal, state, county, and local laws, regulations, and standards, including but not limited to the Americans with Disabilities Act and New York State Department of Transportation guidelines for sidewalk construction.
- 2.5 Projects may only be constructed on property owned in fee by the County.
  - (A) Projects may only be constructed as sidewalks adjacent to County roads.
  - (B) Before using private or municipal property for temporary or permanent purposes related to a Project, the Municipality must obtain permission for construction or other activity on each private property from the owners of each property, and from each abutting private property landowners.
  - (C) A Project may proceed even where a property owner withholds permission.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 The County hereby agrees to provide the Grant Funds, via reimbursement of covered costs, to the Municipality for the sole purpose of completing Projects in the Municipality, which Grant Funds will not exceed the amount determined as the Allocated Grant Funds for each Legislative District wholly or partially within the Municipality. Allocated Grant Funds will be determined as follows:
  - (A) Determination of the amount of Allocated Grant Funds to the Municipality:
    - (1) The County will provide a Grant Fund authorization of \$1,764,705.88 to each of the County’s 17 Legislators.

- (2) Where the Legislator's District contains only a single municipality: the full \$1,764,705.88 of funding authorized for the Assigned Legislator is available to that part of the municipality that is within the Assigned Legislator's District as the Allocated Grant Fund.
- (3) Where the Legislator's District contains all or part of multiple municipalities:
  - (a) The proportion of the Assigned Legislator's \$1,764,705.88 authorized funds available for Projects in the Municipality will be determined by the Assigned Legislator and be known as the Allocated Grant Fund.
  - (b) The Allocated Grant Fund for each Project Area must be set forth in a writing and filed with each chief executive officer of a Municipality in the Project Area, the Assigned Legislator, and the County Superintendent of Highways.
  - (c) In the absence of a writing memorializing the Allocated Grant Funds for a particular Project Area, no claims will be paid.
- (4) The Assigned Legislator may amend a Project, including the proportion of Grant Funds allocated for a Project Area.
  - (a) The amendment must be memorialized in writing and signed by the Assigned Legislator and the chief executive officer for the Project Area, and the County Superintendent of Highways.
  - (b) Funds may not be transferred from one Project Area to another in the absence of a formal amendment agreed to by the chief executive officer of the Municipality and the Assigned Legislator, and filed with the County Superintendent of Highways.
- (5) In the event that, for any reason, including but not limited to an amendment of the Allocated Grant Funds available to a Municipality for one or more Projects fall below the amount necessary to complete a Project, or the portions of the Project already completed or to be completed, the Municipality will be responsible to complete the project at its sole expense.
- (6) If the County received earmarked funds from a third-party that are designated to apply to a Project, then, upon acceptance by the County Legislature the additional designated funds must be reported to the County Superintendent of Highways and delivered to the County Commissioner of Finance. At the discretion of the Municipality, and subject to the approval of the Assigned Legislator, the additional designated funds may be used, subject to any conditions of its receipt, to expand the Project, fund an additional Project, or reduce the Grant Funds budgeted for the Project freeing up the substituted Grant Funds for an Amendment to another Project, or commence an additional Project that is both within the Municipality and the Assigned Legislator's District. Amendments to Project budgets or new Projects must be approved by the Assigned Legislator and promptly reported to the County Superintendent of Highways.
- (7) Subject to approval through the County budgeting process, the County intends allocate \$10,000,000 per county fiscal year, for three consecutive

years (\$30,000,000 in total) to fund this program. Reimbursement will be on a first come first served basis. The County's maximum expenditure for this program, for reimbursement to all Towns and Villages, countywide, will not exceed \$30,000,000 over the three years of the program. With respect to reimbursements to all of the Towns and Villages of the County, only the first \$10,000,000 of claims per year, plus any amount rolled over from the prior year, will be available for claims under this program.

- (B) Grant Funds will be paid by the County on a reimbursement basis for covered costs incurred and paid by the Municipality.
  - (C) The Municipality must submit its vouchers with appropriate supporting invoices, bills, or other demands for payment, and proof of the Municipality's payments of covered costs, to the County Superintendent of Highways. Unsupported claims will not be reimbursed.
  - (D) The Municipality may not use the Grant Funds for any other purpose than to complete a Project.
  - (E) Projects must be approved by the Assigned Legislator and the County Superintendent of Highways before any claim for reimbursement will be paid.
- 3.2 Claims for Grant Funds will be disbursed to the Municipality upon the County Superintendent of Highway's receipt of a voucher in a form suitable to the County Superintendent of Highways from the Municipality that states the claim for reimbursement and provides proof of covered expenses paid. Vouchers may be submitted at the conclusion of each quarter. Quarters end March 31, June 30, September 30, and December 31. Expenses incurred and subject to claim, but not claimed after two quarters, are forfeit. Claims delayed for lack of County appropriations will be applied to the next fiscal year's appropriations in the order that they were received, up to the limits described in this Agreement.
- 3.3 The Municipality must maintain detailed records of all Project expenditures and must, upon the County's request, provide the County with a full accounting of the use of Grant Funds.
- 3.4 The County reserves the right to withhold, recover, or claw back Grant Funds in the event of the Municipality's being reimbursed Grant Funds over and above those available by the terms of this Agreement and agreed to by the Assigned Legislator, or for other non-compliance with the terms of this Agreement.

#### 4. PROJECT TIMELINE AND MILESTONES

- 4.1 Projects must be completed no later than the date of termination of this Agreement subject to any adjustments allowed by this Agreement.
- 4.2 The parties acknowledge that Project timeline may require adjustment based on various factors, including but not limited to project scope, complexity, and unforeseen circumstances. Any proposed changes to the project timeline must be submitted in writing

to the Assigned Legislator and the County Superintendent of Highways for amendment to the affected Project's approval, which approval will not be unreasonably withheld.

- 4.3 In the event of a delay caused by a Force Majeure Event or other circumstances beyond the Municipality's reasonable control, the project timeline will be extended by a period equal to the duration of such delay, provided that the Municipality has complied with the notice requirements set forth in section 4.2 above.

## 5. ROLES AND RESPONSIBILITIES

- 5.1 The Municipality is responsible for:
- (A) Project management, including design, bidding, and construction oversight;
  - (B) Selection and engagement of qualified contractors in compliance with applicable procurement laws;
  - (C) Obtaining all necessary property ownership, permits and approvals for the Project;
  - (D) Ensuring compliance with all applicable laws, regulations, and standards;
  - (E) Conduct a State Environmental Quality Review Act (SEQR) review as the lead agency as required by law.
  - (F) Maintaining accurate records of all Project activities and expenditures;
  - (G) Providing regular progress reports to the County as specified in Section 6; and
    - (1) Compliance with all applicable safety standards, with zero major safety violations during construction;
    - (2) Timely submission of all required reports and documentation, with no more than one instance of late submission.
- 5.2 The County Superintendent of Highways is responsible for:
- (A) Disbursement of Grant Funds in accordance with this Agreement;
  - (B) Review and approval of Project plans and specifications;
  - (C) Periodic inspection of the Project to ensure compliance with agreed-upon standards; and
  - (D) Final acceptance of the completed Project, in conjunction with the Assigned Legislator.
- 5.3 The Municipality is responsible for the actions of its contractors and subcontractors. All contractors and subcontractors engaged by the Municipality for the Project must:
- (A) Be licensed and bonded in accordance with New York State's, the County's, and the Municipality's laws;
  - (B) Maintain insurance coverage as required by this Agreement;
  - (C) Comply with all applicable laws, regulations, and standards;
- 5.4 These obligations are further detailed in Schedule A.

## 6. REPORTING AND OVERSIGHT

- 6.1 The Municipality must provide written progress reports to the County Superintendent of Highways according to the following schedule:
  - (A) For projects with a duration of 6 months or less: Monthly reports
  - (B) For projects with a duration of 6-12 months: Bi-monthly reports
  - (C) For projects with a duration exceeding 12 months: Quarterly reports
  
- 6.2 Each progress report will detail:
  - (A) Work completed to date;
  - (B) Expenditures to date;
  - (C) Any issues or delays encountered;
  - (D) Updated timeline for remaining work;
  - (E) Performance metric status; and
  - (F) Any proposed changes to Project scope, timeline, or budget.
  
- 6.3 The County Superintendent of Highways, the Assigned Legislator, or their agents or contractors, have the right to inspect Project sites and review all Project records at any reasonable time upon providing 24 hours' notice to the Municipality.
  
- 6.4 Upon completion of the Project, the Municipality must provide a final report to the County, including:
  - (A) A detailed description of the completed work;
  - (B) A full accounting of all expenditures;
  - (C) Copies of all permits and approvals obtained;
  - (D) Certification by the Municipality's engineer that the Project has been completed in accordance with the approved plans and specifications; and
  - (E) Documentation of compliance with all performance metrics.
  - (F) Provide the County with any filed deeds from the ROW/takings Maps.
  
- 6.5 The County has the right to conduct financial and performance audits of any Project and the use of Grant Funds. The Municipality must cooperate fully with any such audit and provide access to all relevant records and documentation. The County will provide at least five business days' notice prior to commencing an audit. This term will survive the general termination or expiration of this Agreement by seven years.

7. COMPLIANCE WITH LAWS AND ENVIRONMENTAL REQUIREMENTS

- 7.1 The Municipality must comply with all applicable federal, state, county, and local laws, regulations, and standards in the performance of the Project, including but not limited to:
  - (A) New York State Labor Law;
  - (B) New York State Environmental Quality Review Act (SEQRA);
  - (C) New York State Department of Transportation regulations;
  - (D) Americans with Disabilities Act;
  - (E) All applicable local building codes and zoning ordinances;
  - (F) New York State Department of Environmental Conservation regulations;
  - (G) Clean Water Act and Clean Air Act, as applicable.

- 7.2 Prior to commencing construction, the Municipality must:
- (A) Conduct an environmental impact assessment in accordance with SEQRA requirements;
  - (B) Obtain all necessary environmental permits and approvals;
  - (C) Develop and implement an environmental management plan to mitigate any identified environmental impacts.
- 7.3 The Municipality will provide copies of all environmental assessments, permits, and management plans to the County Superintendent of Highways and the Assigned Legislator(s) for their review and approval prior to commencing construction. No payments of Grant Funds will be payable in the absence of such approval.

## 8. INDEMNIFICATION AND INSURANCE

- 8.1 To the fullest extent permitted by law, the Municipality, its contractors, and subcontractors shall indemnify, defend, and hold harmless the County, its official, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Municipality, its contractors, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 8.2 The Municipality must ensure its contractors, and subcontracts procure and maintain, at its own expense, the following insurance coverage:
- (A) Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate;
  - (B) Workers' Compensation and Employee Benefits Insurance as required by New York State law;
  - (C) Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage;
  - (D) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, covering errors and omissions in the performance of professional services related to the Project.
- 8.3 The County must be named as an additional insured on all policies except Workers' Compensation and Professional Liability. The Municipality must provide certificates of insurance evidencing the required coverage prior to commencing work on the Project and must maintain such coverage throughout the duration of the Project. Reimbursements may be withheld for any period of time that such coverage for the County is not maintained.

## 9. DISPUTE RESOLUTION AND TERMINATION

- 9.1 In the event of a dispute arising out of or relating to this Agreement, the parties must, as a condition precedent to any lawsuit or alternative dispute resolution, attempt to resolve such dispute through good faith negotiations or submission to mediation before an agreed upon neutral. The cost of mediation will be shared equally by the parties. However, if a party is uncooperative or dilatory in participation in mediation, then the any other party may proceed directly to alternative dispute resolution. The mediator will be selected by the Legislator(s) within whose district the relevant Project(s) is taking place.
- 9.3 This Agreement may be terminated by either party upon thirty (30) days' written notice in the event of a material breach by the other party, provided that the breaching party has not cured such breach within the notice period. For purposes of this Agreement, a “material breach” shall include, but not be limited to:
- (A) Failure to comply with applicable laws and regulations;
  - (B) Misuse or misappropriation of Grant Funds;
  - (C) Failure to meet project milestones without reasonable justification;
  - (D) Substantial deviation from approved plans and specifications without prior written approval;
  - (E) Failure to maintain required insurance coverage; or
  - (F) Other violation of a term of this Agreement.
- 9.4 In the event of termination due to the Municipality's material breach, the County may, in addition to any other remedies available at law or in equity:
- (A) Withhold any unpaid portion of the Grant Funds;
  - (B) Require the Municipality to repay any Grant Funds already disbursed;
  - (C) Complete the Project itself or through a third party, with the Municipality liable for any excess costs incurred.
- 9.5 In the event of termination due to the County's material breach, the Municipality shall be entitled to recover from the County all documented costs and expenses incurred up to the date of termination, including reasonable demobilization costs up to the amounts authorized by this agreement.

## 10. MISCELLANEOUS PROVISIONS

- 10.1 **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the State of New York. Any lawsuit concerning a dispute over the terms of this Agreement must be venued in the Supreme Court of the State of New York for the County of Rockland or the Southern District Court of the State of New York in White Plains, New York.

- 10.2 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 10.3 Entire Agreement: This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.4 Amendments: This Agreement may be amended only by a written instrument signed by both parties.
- 10.5 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- 10.6 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the County:  
 County of Rockland  
 c/o Office of the County Executive  
 11 New Hempstead Road  
 1<sup>st</sup> Floor  
 New City, NY 10956

with a copy to:  
 Office of the County Attorney  
 County of Rockland  
 11 New Hempstead Rd.,  
 3<sup>rd</sup> Floor  
 New City, NY, 10956

If to the Municipality:  
 Village of Wesley Hills  
 432 Route 306  
 Wesley Hills, NY 10952-1221

- 10.7 Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 10.8 Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event. The party affected by such an event shall notify the other party in writing within five (15) business days of the occurrence of the Force Majeure Event. The notification shall provide evidence of the Force Majeure Event and state the anticipated duration of the delay. The affected party shall use reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance as soon as possible. If the delay caused by the Force Majeure Event lasts for a period of more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

- 10.9 Confidentiality: Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed in connection with this Agreement, except as required by law or with the written consent of the disclosing party.
- 10.10 Change Orders: Any changes to the Project scope, timeline, or budget must be approved in writing by both parties through a formal change order process. Change orders shall detail the proposed changes, the reasons for the changes, and any adjustments to the project timeline, budget, or other relevant terms of this Agreement.
- 10.11 Intellectual Property: Any Intellectual Property developed specifically for the Project shall be owned jointly by the County and the Municipality. Each party grants to the other a non-exclusive, royalty-free license to use such Intellectual Property for purposes related to the Project. Pre-existing Intellectual Property of either party shall remain the sole property of that party.
- 10.12 Survival: The provisions of Sections 3.6, 6.5, 8.1, 9, 10.9, and 10.11 shall survive the termination or expiration of this Agreement.
- 10.13 Counterparts: This Agreement may be executed in any number of counterparts. Facsimile signatures are acceptable.
- 10.14 Authority: Each person signing this Agreement represents and warrants that the person, in their official capacity, has the full right, power, and authority to enter into and perform this Agreement, and that the person, in their official capacity, signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 10.15 Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.16 Further Assurances: Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- 10.17 Term: Unless specified elsewhere in this agreement, the duties and obligations of the County and each participating municipality to this agreement will commence on the date the subject municipality executes this agreement, and expires for all parties, and thus is terminated, on December 31, 2027, except for the County's obligation to reimburse the Municipality for any costs incurred or committed to before that date. Any municipality that does not execute this agreement does not have any claim under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF ROCKLAND:

DEPARTMENT OF HIGHWAYS  
(Approved for signature by  
the County Executive)

DEPARTMENT OF LAW  
(Approved as to form and legal authority)

By: \_\_\_\_\_  
Charles H. Vezzetti  
Superintendent of Highways

By: \_\_\_\_\_  
Thomas Humbach, Esq.  
County Attorney

COUNTY OF ROCKLAND

By: \_\_\_\_\_  
Edwin J. Day  
County Executive

Village of Wesley Hills

By: \_\_\_\_\_  
Marshall Katz  
Mayor Village of Wesley Hills



Schedule A: Project Plans and Specifications

Detailed project plans and specifications to be attached, including but not limited to:

1. Scope of work
2. Design drawings
3. Construction specifications
4. Materials list
5. Quality control measures
6. Safety protocols
7. Environmental mitigation measures
8. Accessibility compliance details
9. Landscaping plans (if applicable)
10. Drainage and stormwater management plans

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Prepare Inter Municipal Agreement	COUNTY	
Prepare Resolution for execution of IMA	COUNTY/Municipality, respectively	
Execute Agreement	Municipality, COUNTY, respectively	
Define Project Scope, Including scope of work for engineering phases	Municipality/COUNTY by relevant Legislators(s)	Project Initiated
Evaluate and Prepare State Environmental Quality Review Act (SEQR) Review as required by law, and act as lead agency for review.	Municipality	
Select Consultant for Design or Design/Construction Inspection (CI) (if needed): Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Qualify/Select ROW Consultant (if needed)	Municipality	Executed Agreement needed before Consultant Contract executed
Collect Data, Develop Feasible Alternative(s)	Municipality	
Design Criteria Approval (including approval of non-design standards and construction specifications)	COUNTY (by the County Superintendent of Highways)/Municipality	Data necessary to determine Design Criteria
Prepare Title Abstracts, ROW appraisals and Acquisition Maps (if needed)	Municipality	Adequate development of feasible alternatives to determine ROW needs

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Initiate coordination with affected Utility Companies and Railroads	Municipality	Needed utility work identified
Approve Non-Standard Features	COUNTY (by Superintendent of Highways)/Municipality	Recommendation from a Professional Engineer
Conduct Public Information Meetings(s) and, if needed, Public Hearing	Municipality	Proper notice(s)
Resolve comments as needed from Public Information Meeting(s), Public Hearing, if held, or Advisory Agency Reviews	Municipality	Comments received
Prepare ROW Plan (if needed)	Municipality	Feasible alternatives identified
Prepare and complete right of way or appraisal maps	Municipality	
Make offers to affected property owners and secure title to ROW	Municipality	
Prepare and finalize plans, specifications and estimate	Municipality	Design Approval
Acquire needed permits	Municipality	Needed permits identified
Secure Utility Relocation Agreement(s) and Railroad Agreement(s)	Municipality/COUNTY	Design Approval
Prepare Construction Contract Documents	Municipality	
Include special notes in Contract Documents, i.e. Railroad Insurance Requirements, Utilities, etc.	Municipality	Design Approval
Select Consultant for construction inspection (CI), if CI services are not being provided by Design Consultant: Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Advertise for Bids	Municipality	
Conduct Bid Opening	Municipality	
Analyze Bids and Recommend Award	Municipality	Project Bid Opening
Prepare Award Package	Municipality	Analyze bids
Apply to County Department of Highways for Sidewalk Building Permit	Municipality	
Request Concurrence for Contract Award	Municipality	Prepare Memorandum of Bids to document analysis
Award Contract	Municipality	COUNTY concurrence, as needed
Contract Administration and Construction Inspection	Municipality	Approved CMP
Materials Certification and Testing	Municipality	Approved CMP

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Approve Contract Change Orders	Municipality (with COUNTY concurrence by Assigned Legislator(s) and Superintendent of Highways in certain circumstances)	Approved CMP
Contract Claims, as needed	Municipality	Claim Procedures Included in Contract Bid Documents
Accept Construction Contract	Municipality	Punch List work completed
Verify Completion	COUNTY (by Superintendent of Highways and Assigned Legislator(s))	Municipality notification Punch List work is complete
Prepare and submit Reimbursement Requests	Municipality	Receipts for Payment
Process Reimbursement Requests	COUNTY	
Project Documentation	Municipality	

## Schedule B: Project Area Map

Detailed map of the project areas in the Municipality to be attached, including but not limited to:

1. Precise location of sidewalk construction
2. Property Boundaries
3. Existing infrastructure
4. Proposed improvements
5. Environmental features (e.g., waterways, protected areas)
6. Scale and orientation
7. Legend
8. Date of map creation
9. Surveyor's certification (if applicable)



V BOARD  
must approve  
a refund!

I suggest holding  
\$100 for  
(MIN)  
COSTS  
J

Permit # 24-0026 Name on Permit Chamjovitz-1 Oren Court Block & Lot 40.16-1-13

**VILLAGE OF WESLEY HILLS BUILDING INSPECTION**  
**BUILDING & Zoning DEPT.**  
**845-354-0400**

Solar

Requested For 10/14/2025 (Tues)

Date Inspected \_\_\_\_\_

Building Inspection: Site ✓ Site

Septic Connections \_\_\_\_\_

Gravel Under Slabs \_\_\_\_\_

Plumbing Rough-In \_\_\_\_\_

Plumbing Under Slabs \_\_\_\_\_

Plumbing Final \_\_\_\_\_

Plot Plan - Engineer \_\_\_\_\_

Foundation Location \_\_\_\_\_

Final Plot Plan - Engineer \_\_\_\_\_

Final for C of O \_\_\_\_\_

Above marked work is APPROVED  Disapproved \_\_\_\_\_ Inspected by \_\_\_\_\_

Remarks: \*Sun Run requested refund - Claimed solar work was never completed. Please verify. Thank you Julia

NOTE: IF CARD IS MARKED "APPROVED" YOU MAY CONTINUE UNTIL THE NEXT REQUIRED INSPECTION. IF NOT, CALL THE INSPECTOR FOR A REINSPECTION WHEN THE WORK HAS BEEN COMPLETED OR CORRECTED. IT IS THE BUILDERS RESPONSIBILITY TO BUILD COMPLETELY WITHIN THE NEW YORK STATE BUILDING CODE AND OTHER PROPER REGULATIONS. Additional inspections may be made at any time and are not to be confused with the above REQUIRED inspections. The builder MUST call for these. Certificates of Occupancy may be withheld for failure to call for these inspections. Call one day in advance of the needed inspection.

---

**RE: Request for Cancellation and Refund**

---

**From** Building Department <buildingdept@wesleyhills.gov>

**Date** Wed 10/15/2025 1:27 PM

**To** Village Clerk <villageclerk@wesleyhills.gov>

 3 attachments (601 KB)

doc02619920251015121847.pdf; Scan - 10-15-2025 - 132132.pdf; doc02620020251015122503.pdf;

Camille~

Attached please find the check received for solar permit #24-0026, as well as John's inspection ticket from yesterday confirming the solar was never installed.

John stated that it is ultimately the Village Board (or Mayor) who can issue a refund and suggests we hold *minimum* \$200 for processing fees.

Thank you and have a great day!

*Alicia Schultz  
Village of Wesley Hills  
Building Department  
432 Route 306  
Wesley Hills, New York 10952  
(845) 354-0400 phone  
(845) 354-4097 fax*



---

**From:** Village Clerk <villageclerk@wesleyhills.gov>

**Sent:** Friday, August 29, 2025 1:11 PM

**To:** Building Department <buildingdept@wesleyhills.gov>

**Subject:** Re: Request for Cancellation and Refund

Please provide a copy of the check that was paid for the permit.

Also was any inspections done by John?

thanks  
camille

*Camille Guido-Downey, RMC*

*Village of Wesley Hills*

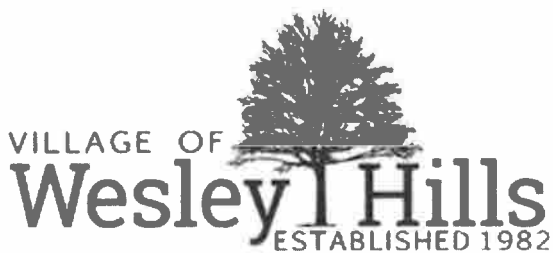
*Village Clerk-Treasurer*

*432 Route 306*

*Wesley Hills, New York 10952*

*(845) 354-0400 phone*

*(845) 354-4097 fax*



---

**From:** Building Department <[buildingdept@wesleyhills.gov](mailto:buildingdept@wesleyhills.gov)>

**Sent:** Friday, August 29, 2025 9:30 AM

**To:** Village Clerk <[villageclerk@wesleyhills.gov](mailto:villageclerk@wesleyhills.gov)>

**Subject:** FW: Request for Cancellation and Refund

**From:** Sheryl Canlas <[permitcancellation@sunrun.com](mailto:permitcancellation@sunrun.com)>

**Sent:** Thursday, August 28, 2025 5:28 PM

**To:** Building Department <[buildingdept@wesleyhills.gov](mailto:buildingdept@wesleyhills.gov)>

**Cc:** [permitcancellation@sunrun.com](mailto:permitcancellation@sunrun.com)

**Subject:** Request for Cancellation and Refund

Good day Building Department of NY-VILLAGE WESLEY HILLS,

This letter is a written notice to request the cancellation and refund (**if eligible**) for (#) permits as the homeowners would no longer like to move forward with their solar installation projects. The information needed to process this request is shown below.

**Homeowner:** Yosef Chajmovicz

**Project Address:** 1 Oren Ct Suffern NY USA 10901

**Permit Number:** 24-0026

If a refund may be due, please advise the approximate amount and have the refund checks mailed to:

**Sunrun Installations Services, Inc.**  
**ATTN: A/P 775 Fiero Lane, Ste. 200**  
**San Luis Obispo, CA 93401**

Please let me know if any further information is needed. Thank you for your time and assistance with this matter.

Respectfully,

**Sheryl Canlas**

*Permit Coordinator | Permit and Inspection*

(215) 645-7676

[sheryl.canlas@sunrun.com](mailto:sheryl.canlas@sunrun.com)



November 3, 2025

Orange and Rockland Utilities, Inc.  
One Blue Hill Plaza  
Pearl River, New York  
Attention: Michael Thompson

Re: Grand Park Dr Road Restoration, Village of Wesley Hills

Dear Michael Thompson:

This Letter Agreement (this "Agreement") clarifies certain previously discussed agreements between the Village of Wesley Hills (the "Village") and Orange and Rockland Utilities, Inc. ("O&R") with respect to certain utility installation project Grand Park Dr (the "Projects") within portions of Village roads commonly known as Grand Park Dr., for purposes of this Agreement, such portions are referred to collectively herein as the "Work Areas"). Accordingly, the Village and O&R hereby agree as follows:

1. O&R will perform the utility installation work for the Project, and upon completion thereof, restored each trench within each Work Area with a 6" binder flush with the surface of each such Work Area, leaving each Work Area in a safe condition (collectively, "O&R's Temporary Restoration Work"). The Village has agreed to perform the permanent restoration work for the Work Areas, including without limitation, paving the Work Areas with asphalt (collectively, the "Village's Work"). O&R agrees until the earlier of the date the Village commences the Village's Work and (y) the date which is six (6) months following the completion of O&R's work, O&R will cause any Work Area to be further backfilled in the event that the Village notifies O&R that there has been settlement of such Work Area ("O&R's Settlement Work" and together with O&R's Temporary Restoration Work, "O&R's Work").

2. The Village and O&R hereby agree that (i) O&R's Work is the only work required to be performed by O&R in connection with the Project, (ii) O&R's Work does not include any paving work or any work in connection with drainage, including without limitation, the installation, repair or replacement of any catch basins, piping, castings or covers, or any curbing, (iii) other than O&R's Settlement Work, O&R shall have no additional or continuing obligations with respect to the Work Areas, and the Village releases and discharges O&R, its directors, trustees, officers, agents, contractors, employees and representatives, and all of their respective successors and assigns (the "O&R Parties") from, and indemnifies, defends and holds the O&R Parties harmless from and against, any and all claims, actions, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature ("Claims"), arising out of or relating to the surface of the Work Areas, including without limitation, any drainage issues that may occur thereon. However, this

INTERNAL

paragraph shall not in any way limit O&R's responsibility with respect to the utility facilities installed by O&R in connection with the Project.

3. In consideration of the Village's agreement to perform the Village's Work and the agreements, release and indemnification provided by the Village herein, O&R agrees to pay to the Village the sum of Twenty- One Thousand Five Hundred Fifty and 00/100 (\$21,550.00) The Village agrees to apply this sum to its costs in performing the Village's Work

4. *This Agreement shall not be publicized by the Village and O&R, and the pricing terms and payment amounts set forth in paragraph 3 shall be kept confidential, except that this Agreement and/or any of the terms of this Agreement may be disclosed by either party as may be required by law or legal process, including without limitation, by O&R to the New York State Public Service Commission and/or any other governmental authority with jurisdiction over its operations.*

5. This Agreement shall be binding upon and for the benefit of the parties hereto and each of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

6. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This Agreement and any counterpart thereof may be delivered via fax or email, it being the express intent of the parties that this Agreement and any counterpart thereof delivered via fax or email (together with the signatures thereon) shall have the same force and effect as if they were originals.

- REMAINDER OF PAGE LEFT INTENTIONALLY BLANK -

INTERNAL

Village of Wesley Hills

By: \_\_\_\_\_

Name:

Title:

Date:

AGREED AND ACCEPTED

THIS \_\_ DAY OF \_\_\_\_\_, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_

Name: Michael Thompson

Title: Section Manager, Contract Administration Group

AGREED AND ACCEPTED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

BY: \_\_\_\_\_

NAME: Flannan Heir

TITLE: General Manager, Gas Operations

AGREED AND ACCEPTED

THIS \_\_ DAY OF \_\_\_\_\_, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_

Name: Won Choe

Title: Vice President - Operations

INTERNAL

November 3, 2025

Orange and Rockland Utilities, Inc.  
One Blue Hill Plaza  
Pearl River, New York  
Attention: Michael Thompson

Re: Fieldcrest Dr., Road Restoration, Village of Wesley Hills

Dear Michael Thompson:

This Letter Agreement (this "Agreement") clarifies certain previously discussed agreements between the Village of Wesley Hills (the "Village") and Orange and Rockland Utilities, Inc. ("O&R") with respect to certain utility installation project Fieldcrest Dr., (the "Projects") within portions of Village roads commonly known as Fieldcrest Dr., and Suhl Lane (for purposes of this Agreement, such portions are referred to collectively herein as the "Work Areas"). Accordingly, the Village and O&R hereby agree as follows:

1. O&R will perform the utility installation work for the Project, and upon completion thereof, restored each trench within each Work Area with a 6" binder flush with the surface of each such Work Area, leaving each Work Area in a safe condition (collectively, "O&R's Temporary Restoration Work"). The Village has agreed to perform the permanent restoration work for the Work Areas, including without limitation, paving the Work Areas with asphalt (collectively, the "Village's Work"). O&R agrees until the earlier of the date the Village commences the Village's Work and (y) the date which is six (6) months following the completion of O&R's work, O&R will cause any Work Area to be further backfilled in the event that the Village notifies O&R that there has been settlement of such Work Area ("O&R's Settlement Work" and together with O&R's Temporary Restoration Work, "O&R's Work").

2. The Village and O&R hereby agree that (i) O&R's Work is the only work required to be performed by O&R in connection with the Project, (ii) O&R's Work does not include any paving work or any work in connection with drainage, including without limitation, the installation, repair or replacement of any catch basins, piping, castings or covers, or any curbing, (iii) other than O&R's Settlement Work, O&R shall have no additional or continuing obligations with respect to the Work Areas, and the Village releases and discharges O&R, its directors, trustees, officers, agents, contractors, employees and representatives, and all of their respective successors and assigns (the "O&R Parties") from, and indemnifies, defends and holds the O&R Parties harmless from and against, any and all claims, actions, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature ("Claims"), arising out of or relating to the surface of the Work Areas, including without limitation, any drainage issues that may occur thereon. However, this

INTERNAL

paragraph shall not in any way limit O&R's responsibility with respect to the utility facilities installed by O&R in connection with the Project.

3. In consideration of the Village's agreement to perform the Village's Work and the agreements, release and indemnification provided by the Village herein, O&R agrees to pay to the Village the sum of One Hundred Three Thousand Nine Hundred and 00/100 (\$103,900.00) The Village agrees to apply this sum to its costs in performing the Village's Work

4. *This Agreement shall not be publicized by the Village and O&R, and the pricing terms and payment amounts set forth in paragraph 3 shall be kept confidential, except that this Agreement and/or any of the terms of this Agreement may be disclosed by either party as may be required by law or legal process, including without limitation, by O&R to the New York State Public Service Commission and/or any other governmental authority with jurisdiction over its operations.*

5. This Agreement shall be binding upon and for the benefit of the parties hereto and each of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

6. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This Agreement and any counterpart thereof may be delivered via fax or email, it being the express intent of the parties that this Agreement and any counterpart thereof delivered via fax or email (together with the signatures thereon) shall have the same force and effect as if they were originals.

- REMAINDER OF PAGE LEFT INTENTIONALLY BLANK -

INTERNAL

Village of Wesley Hills

By: \_\_\_\_\_

Name:

Title:

Date:

AGREED AND ACCEPTED

THIS \_\_ DAY OF \_\_\_\_\_, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_

Name: Michael Thompson

Title: Section Manager, Contract Administration Group

AGREED AND ACCEPTED

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

BY: \_\_\_\_\_

NAME: Flannan Heir

TITLE: General Manager, Gas Operations

AGREED AND ACCEPTED

THIS \_\_ DAY OF \_\_\_\_\_, 2025:

ORANGE AND ROCKLAND UTILITIES, INC.

By: \_\_\_\_\_

Name: Won Choe

Title: Vice President - Operations

INTERNAL



November 3, 2025

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

Attn: Camille Guido-Downey, RMC  
Village Clerk-Treasurer

Re: Wesley Chapel Road Drainage Improvements  
Village of Wesley Hills  
CDW# WH25-400

Dear Camille,

The Village received four bids for the above captioned project on Friday October 31, 2025.

Contractor	Bid Amount
Belleville Landscaping Inc.	\$29,300.00
Environmental Construction Inc.	\$29,600.00
Innovative Excavating, LTD	\$49,800.00
Suncat Excavators	\$31,400.00

The apparent low bidder is Belleville Landscaping Inc. for a Lump Sum Base Bid in the amount of \$29,300.00.

We recommend the bid be awarded to Belleville Landscaping Inc and be put on the next available Village Board Meeting agenda for award and execution of contract pending review by the Village Attorney.

Respectfully Submitted,

**Civil Design Works, LLC**  
Glenn McCreedy, P.E., President  
Village of Wesley Hills Consulting Engineer

Cc: Village Board  
Village Attorney

W:\Projects\WH\2025\WH25-400 - General Road and Drainage Investigation\Bid Documents\Wesley Chapel Bids\2025-11-3 Award.docx

## Glenn McCreedy

---

**From:** Glenn McCreedy  
**Sent:** Monday, October 20, 2025 9:40 AM  
**To:** Village Engineer; Village Clerk  
**Subject:** Drainage Improvements - Wesley Chapel Road and Spook Rock Road  
**Attachments:** Wesley Chapel Drainage.pdf

Good morning,

The Village of Wesley Hills is soliciting quotes for minor drainage improvements to relieve ponding issues at the intersection of Wesley Chapel Road and Spook Rock Road.

The project requires prevailing wage rates.

The project is entirely within the right of way of the Village of Wesley Hills.

Project shall be bid as a lump sum price and include all materials, means and methods to facilitate the installation and final restoration.

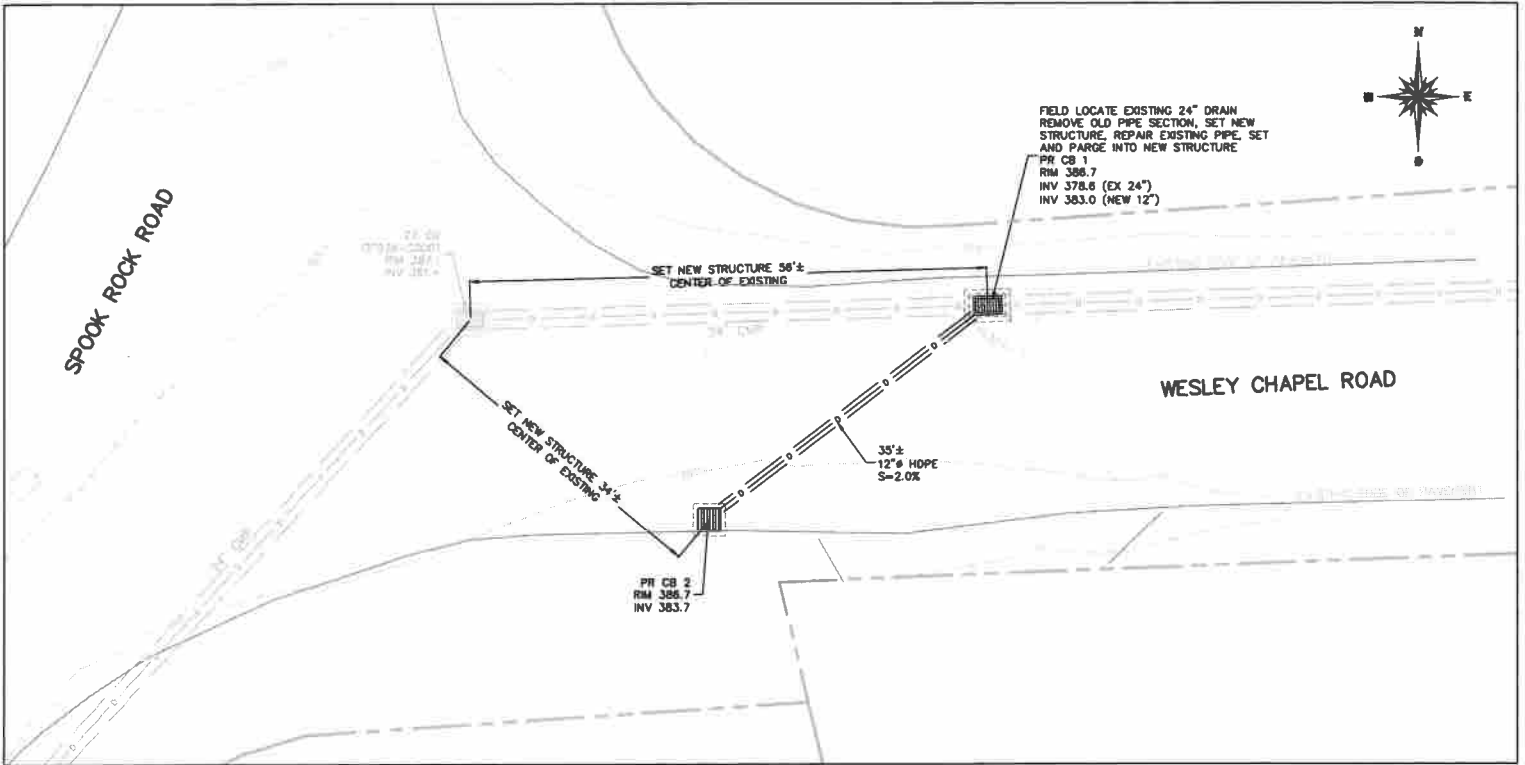
Project must be completed in 2025.

Bids due 10/31/2025.

We Moved!

**Glenn McCreedy, PE**  
President  
**Civil Design Works, LLC**  
254 South Main Street  
Suite #308  
New City, New York 10956  
O: (845) 266-6441 x 101  
D: (845) 394-2648  
C: (201) 953-0759  
[www.civildesignworks.com](http://www.civildesignworks.com)

Go Green! Please print this email only when necessary.  
Thank you for helping CDW be environmentally responsible.



REV	DESCRIPTION	DATE

**CIVIL DESIGN WORKS**  
LLC

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

**NEW YORK OFFICE (MAIN):**  
234 S MAIN STREET SUITE #308  
NEW CITY NEW YORK 10956  
TEL: 845-266-8441

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

SEAL:

PROJECT:  
**WESLEY CHAPEL ROAD  
DRAINAGE IMPROVEMENTS**  
VILLAGE OF WESLEY HILLS  
ROCKLAND COUNTY, NEW YORK

SHEET TITLE:  
**DRAINAGE PLAN**

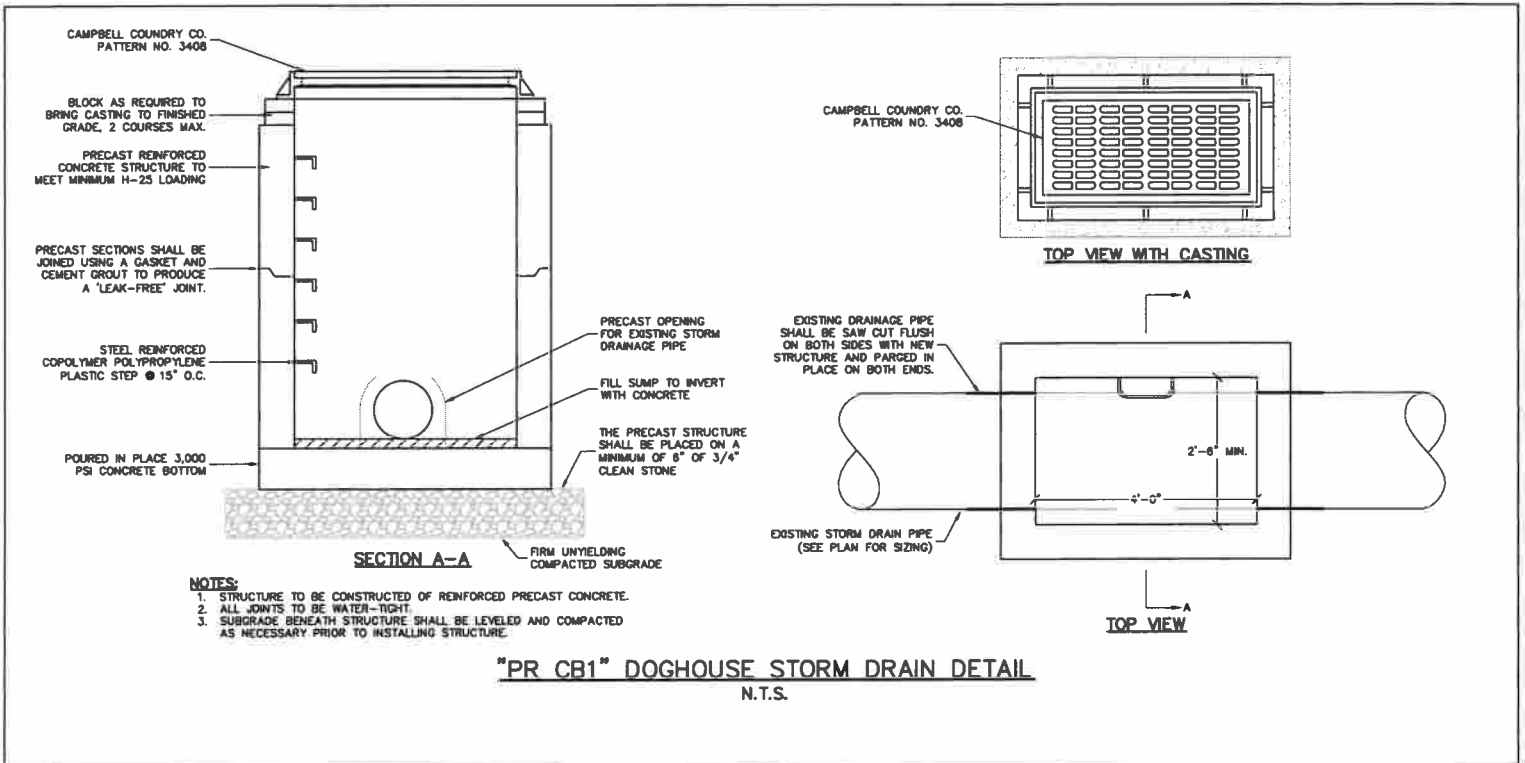
DISCLAIMER:  
UNAUTHORIZED ALTERATION OR ADDITIONS TO THESE  
PLANS IS A VIOLATION OF THE N.Y.S. EDUCATION LAW,  
ARTICLE 145, SECTION 7209, SUBSECTION 2.



DRAWN BY: GM | CHECKED BY: GM

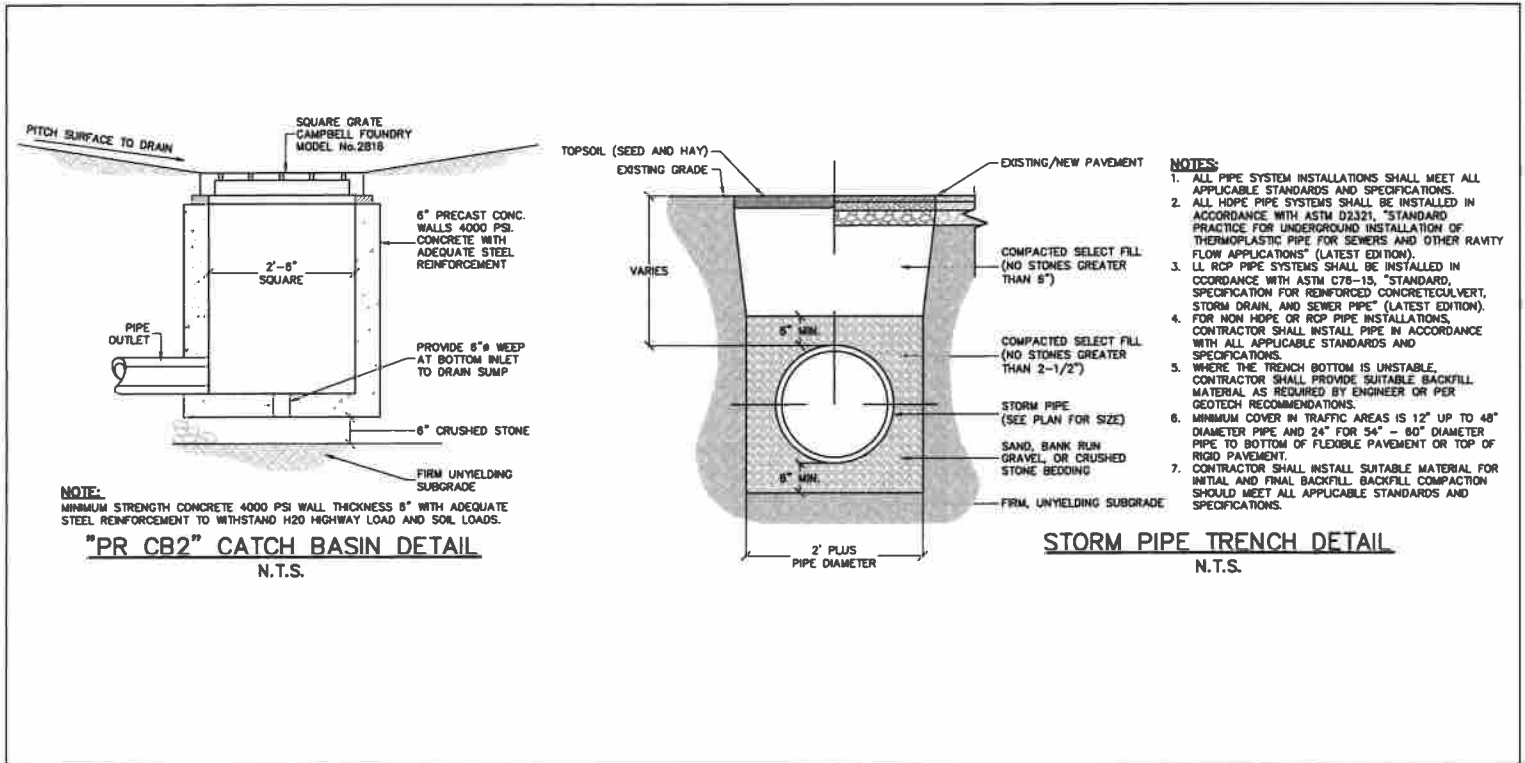
DATE: 10.17.2025 | PRJ #: WH25-400



SCALE: 1" = 5'

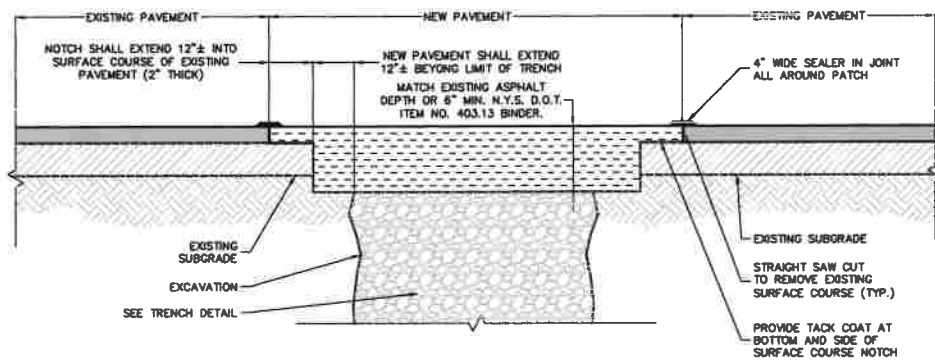
SHEET NUMBER:  
**C-101.00**



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	REV	DESCRIPTION	DATE													
<p>DRAWN BY: GM   CHECKED BY: GM</p>																
<p>DATE: 10.17.2025   PRJ #: WH25-400</p>																
<p>SCALE: N.T.S.</p>																
<p>SHEET TITLE: <b>CONSTRUCTION DETAILS (1 OF 3)</b></p>	<p>SHEET NUMBER: <b>C-501.00</b></p>															



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	REV	DESCRIPTION	DATE													
<p>SHEET TITLE:</p> <p><b>CONSTRUCTION DETAILS (2 OF 3)</b></p>			<p>SHEET NUMBER:</p> <p><b>C-502.00</b></p>													



**NOTES:**

1. FOR OPENINGS THAT SPAN 30% OR MORE OF THE ROAD WIDTH, RESURFACE THE ENTIRE WIDTH OF THE ROAD AFTER REMOVING THE EXISTING SURFACE COURSE.
2. CONTRACTOR MUST PROVIDE CERTIFICATION THAT THE ROAD OPENING REPAIR WAS PERFORMED IN CONFORMANCE WITH THIS DETAIL. THIS MAY BE ACCOMPLISHED BE EITHER:
  - a. PROVIDE CERTIFICATION FROM A N.Y.S. LICENSED PROFESSIONAL ENGINEER CERTIFYING THAT THE MATERIALS AND CONSTRUCTION OF THE ROAD OPENING REPAIR CONFORM TO THE VILLAGE DETAIL.
  - OR
  - b. COORDINATE WITH THE VILLAGE ENGINEERING CONSULTANT TO SCHEDULE THEIR WITNESSING OF THE CONSTRUCTION. (THE VILLAGE WILL IN TURN BACK CHARGE THE CONTRACTOR FOR THE COST OF THE ENGINEERING CONSULTANTS SERVICES.) THE ENGINEERING CONSULTANT WILL PROVIDE THE REQUIRED CERTIFICATION.

**ROAD OPENING REPAIR DETAIL**  
N.T.S.

	 <p><b>CIVIL DESIGN WORKS</b> LLC</p> <p>- CIVIL ENGINEERING CONSULTANTS AND DESIGNERS - WWW.CIVILDESIGNWORKS.COM</p> <p><small>NEW YORK OFFICE (MAIN): 254 S MAIN STREET SUITE #308 NEW CITY NEW YORK 10956 TEL: 845-266-8441</small></p> <p><small>NEW JERSEY OFFICE: 17 ARROWHEAD ROAD OAKLAND NEW JERSEY 07436 TEL: 201-644-7530</small></p>	<p>SEAL:</p> 	<p>PROJECT:</p> <p align="center"><b>WESLEY CHAPEL ROAD DRAINAGE IMPROVEMENTS</b></p> <p align="center">VILLAGE OF WESLEY HILLS ROCKLAND COUNTY, NEW YORK</p>	<p><small>DISCLAIMER: UNAUTHORIZED ALTERATION OR ADDITIONS TO THESE PLANS IS A VIOLATION OF THE N.Y.S. EDUCATION LAW, ARTICLE 145, SECTION 7209, SUBSECTION 2.</small></p> <p>DRAWN BY: <b>GM</b>   CHECKED BY: <b>GM</b></p> <p>DATE: 10.17.2025   PRJ #: WH25-400</p> <p>SCALE: N. T.S.</p>																																	
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*Belleville Landscaping Inc.*  
*Lawn and Landscape Contractors*

License No. H-06552-B6

84 N. Rte 9W – Suite D • Congers, New York 10920  
Telephone (845) 268-7437  
Fax (845) 268-8437

October 30, 2025

Village of Wesley Hills  
Attn: Mr. Glen McCreedy  
432 Route 306  
Wesley Hills, NY 10952

RE: Drainage Wesley Chapel Rd. and Spook Rock

Dear Mr. McCreedy,

Please see our proposal below:

- Installation of drainage for Wesley Chapel Rd. and Spook Rock Rd. as per plans Drawn by Civil Design Works Dated 10/17/25
- All work to be done as per specifications provided on plans.

**Cost: \$29,300.00**

Thank you for your consideration. If you have questions, please do not hesitate to call me.

Very truly yours,

BELLEVILLE LANDSCAPING, INC.

  
JAMES MIELE



# PROPOSAL

DATE: 10/30/2025

RE : WESLEY CHAPEL DRAINAGE

21 Holt Drive Stony Point, NY 10980  
845-429-0497

**Submitted to Owner:**  
Village of Wesley Hills  
Attn: Glen McCreedy - P.E.

<b>JOB NAME/LOCATION</b>	
Schedule for Completion of Work:	
<b>APPROXIMATE STARTING DATE:</b>	
<b>APPROXIMATE COMPLETION DATE:</b>	
<b>THE CONTRACTOR AND OWNER HAVE DETERMINED</b>	
<input type="checkbox"/>	IS OF THE ESSENCE <input type="checkbox"/>
	IS <u>NOT</u> OF THE ESSENCE

**WE PROPOSE TO:**

Install (2) catch basins and 40 LF of 12" diameter solid pipe across road, saw cut, backfill, blacktop and restore.

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

**WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum Of :**  
*Twenty-nine Thousand Six-hundred Dollars and no cents* **\$29,600.00**

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

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

<b>Authorized Signature:</b> 
<b>CONTRACTOR</b>

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**(CONTRACTOR)**

Signature \_\_\_\_\_ Date \_\_\_\_\_  
**(OWNER)**

**Additional Notices to Owner**

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

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

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

# Proposal

**From:** Innovative Excavating, LTD  
 15 Conklin Drive  
 Stony Point, NY 10980  
 Contact: Jeffrey Conklin  
 Phone: 914-447-2987  
 Email: innovativeexcavatingltd@gmail.com

**Project:** VOFWH - 251031 - DRAINAGE  
**Description:** Drainage - Wesley Chapel Road  
**Bid Location:** Wesley Hills  
**Bid Date:** 10/31/2025 12:00:00AM  
**Revision Date:**

**To:** Village of Wesley Hills  
 432 Route 306  
 Wesley Hills, NY 10952 USA  
 Contact: Camille Guido-Downey, Village Clerk  
 Phone: 845-354-0400

DESCRIPTION	BID QTY	U/M	AMOUNT
<b>Drainage Improvements -</b>			
Mobilization & Traffic Control	1.000	ls	
Drainage - 12" HDPE	1.000	ls	
Catch Basins	2.000	ea	
Trench Restoration	1.000	ls	
<b>Drainage Improvements -</b>			<b>Section Total:</b>
			<b>\$49,800.00</b>
			<b>TOTAL BID:</b>
			<b>\$49,800.00</b>

## Project Comments

**Notes:**

- Innovative will supply the required insurance.
- This price is based on prevailing wages for Highway & Heavy construction as required by the Davis Bacon Act.
- Certified payrolls will be provided with our payment requisitions.
- Location of tie-in doghouse catch basin to be determined by the engineer on site.

Our proposal includes:

- Mobilization and Job preparation
- underground location of utilities utilities.

# Proposal

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- sawcutting of existing asphalt.
- traffic control.

## Drainage installation:

- removal and disposal offsite of all excavated blacktop and fill material.
- installation of 12" HDPE piping in stone bedding - approximately 35 lf +/-.
- ( pipe will be embedded in 3/4" stone and backfilled with NYSDOT Item #4 compacted to subgrade for asphalt binder restoration)
- installation of 2 ea concrete catch basins with castings adjusted to final grade.

## Restoration:

- install of asphalt binder and top courses to match existing surface course to minimum depth of 6".
- crack seal at all blacktop joints.
- topsoil and seed edge of road disturbance

## Exclusions:

- relocation of existing utilities.
- rock removal.

Signature: \_\_\_\_\_

JEFFREY CONKLIN

Jeffrey Conklin, President



**SunCat Excavator Inc.**

161 Route 59 Suite 101  
 Monsey, NY 10952

# Estimate

Date	Estimate #
10/30/2025	1683

Name / Address
Village of Wesley Hills Glenn McCreedy

Project
Wesley Chapel Drainage

Description	Qty	Cost	Total
This proposal is based on the plan dated 10/17/25.			
---DRAINAGE---			
Supply & Install Drainage in the Road as per plan	1	31,400.00	31,400.00
<b>SUBTOTAL: DRAINAGE</b>			<b>31,400.00</b>
---ADD/ALTS---			
Moving, Shifting, Monitoring of Pumping Equipment and Site Drainage on a Per Day Basis	0	500.00	0.00
Locating Sewer Main Via Camera (If Needed)	0	500.00	0.00
Load of 3/4" Gravel	0	1,000.00	0.00
---DISPOSAL, PAVING, AND FLATWORK---			
<b>NOTE: Measurements are estimates based on the plans. Will charge per actual square footage/cubic yard.</b>			

**NOTES & EXCLUSIONS**

- 1) Any work not explicitly stated in the proposal is neither included nor implied.
- 2) The General Contractor is responsible for obtaining all necessary permits, fees, and licenses.
- 3) Final engineering and layout plans to be provided by the General Contractor via email prior to work commencement.
- 4) SunCat is not responsible for unmarked or incorrectly marked utilities.
- 5) Demolition work is excluded unless explicitly stated in the proposal.
- 6) If rock, ledge, or boulders exceeding 1 cubic yard are encountered, a change order will be issued, to be approved by the owner in a timely manner prior to executing the work.
- 7) Disposal fees and trucking are not included.
- 8) Due to fluctuations in fuel and material costs, the proposal price is valid for 90 days from the date of issuance.
- 9) Any material cost changes exceeding 10% at the time of construction will be passed on to the General Contractor during invoicing.
- 10) Dewatering services are limited to surface water runoff. If specialized dewatering devices are required, they must be negotiated and agreed upon prior to installation.
- 11) Payment schedule and terms to be provided and agreed upon prior to commencement of any work. Typically, all invoices are due upon receipt unless otherwise noted.
- 12) All communications should be directed to [Office@SunCatExcavators.com](mailto:Office@SunCatExcavators.com). Thank you!



**SunCat Excavator Inc.**

161 Route 59 Suite 101  
 Monsey, NY 10952

**Estimate**

Date	Estimate #
10/30/2025	1683

Name / Address
Village of Wesley Hills Glenn McCreedy

Project
Wesley Chapel Drainage

Description	Qty	Cost	Total
Truck Per Day	0	1,250.00	0.00
Disposal of Topsoil - Per Load	0	450.00	0.00
Disposal of Fill - Per Load Fill quality must be suitable for screening	0	425.00	0.00
Loading Trucks - Per Day (If not done at the same time as excavation)	0	2,300.00	0.00

<b>Total</b>	<b>\$31,400.00</b>
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Customer Signature