



BOARD OF TRUSTEES MEETING AGENDA

December 2, 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. **November 4, 2025**

RESOLUTIONS/DISCUSSIONS

2. **Resolution Approving the 2026 Agreement for Snow Removal Services, Highway Maintenance and Storm Drain Maintenance Between the Town of Ramapo and the Village of Wesley Hills**
3. **Resolution Approving the Installation of Stop Signs on Glenbrook Road**
4. **Resolution Referring to the Planning Board and Other Agencies the Proposed Zoning Law Amendment Regarding Sidewalks**
5. **Resolution Approving Abstract of Funds**
6. **Resolution Approving Transfer of Funds**

REPORTS

7. **Mayor**
8. **Village Clerk/Treasurer**
9. **Village Attorney**

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

November 4, 2025 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

CALL TO ORDER

Mayor Katz called the meeting to order, followed by the Pledge of Alligance.

ROLL CALL

MEMBERS PRESENT: Trustee Tova Krull
Mayor Marshall Katz
Trustee Joseph Mause
Trustee Yisroel Cherns
Deputy Mayor Milton Schwartz

ABSENT: None

OTHERS PRESENT: Howard S. Richman, Village Attorney
Camille Guido-Downey, Village Clerk-Treasurer

APPROVAL OF MINUTES

1. **September 30, 2025**

Resolution No. 95-25

Trustee Schwartz made a motion to approve the Minutes of September 30, 2025, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns and Trustee Krull (Trustee Mause Abstained). This motion was carried.

2. **October 17, 2025**

Resolution No. 96-25

Trustee Schwartz made a motion to approve the Minutes of October 17, 2025, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz and Trustee Krull (Trustee Cherns and Mause Abstained). This motion was carried.

RESOLUTIONS/DISCUSSIONS

3. Resolution Certifying Amount of Unpaid Taxes

Resolution No. 97-25

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

WHEREAS, the Village Treasurer has returned the 2025 Village of Wesley Hills Assessment Roll and Warrant and has delivered to this Board an account of the unpaid taxes which sets forth the sum of \$15,712.66, exclusive of interest as the total amount of taxes unpaid (\$16,812.55, inclusive of interest), and

WHEREAS, this Board has compared the account of unpaid taxes with the original Assessment Roll, and

NOW, THEREFORE, BE IT RESOLVED, that this Board hereby finds and certifies that the account of unpaid taxes is correct and that the total amount of taxes unpaid of \$15,712.66, exclusive of interest (\$16,812.55, inclusive of interest) is hereby approved.

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

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.

Resolution No. 98-25

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

RESOLVED, that the Village Clerk-Treasurer of the Village of Wesley Hills is hereby authorized and directed to publish a Public Notice stating the date of the Village Election, namely, Wednesday, March 18, 2025; the polling place for said election, namely, for the entire Village of Wesley Hills as the Village Hall, 432 Route 306; the hours during which the polls shall be open, namely from 6:00 am until 9:00 pm, and the offices to be filled at said election, namely, Village Justice– 4 year term, Trustee – 4 year term, and Trustee – 4 year term.

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

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.

Resolution No. 99-25

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

RESOLVED, the Village Board of Trustees of the Village of Wesley Hills authorizes the Village of Wesley Hills Justice Court to apply for a JCAP grant in the 2025-2026 grant cycle up to \$30,000.00 nunc pro tunc.

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

6. **Resolution Approving the Intermunicipal Contract with the County of Rockland for Sidewalk Funding**

Resolution No. 100-25

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

RESOLVED, that the Village of Wesley Hills enter into the Intermunicipal Agreement with the County of Rockland for sidewalk funding as per the terms outlined in the agreement dated October 10, 2025, nunc pro tunc.

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

7. **Resolution Approving the Refund for a Canceled Building Permit — 1 Oren Court**

Resolution No. 101-25

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

WHEREAS, on October 24, 2024, SunRun paid \$790.00 for a building permit for the installation of solo panels at 1 Oren Court, and

WHEREAS, by email dated August 28, 2025, SunRun has requested a refund as the homeowner will not be moving forward with the proposed work, and

WHEREAS, the Building Inspector has reviewed the file and the site and has recommended that the Village withhold the sum of \$200.00 to cover administration duties, and

NOW, BE IT RESOLVED, that the Village Clerk Treasurer of the Village of Wesley Hills is hereby directed to refund the amount of \$790.00 minus \$200.00 for administration costs for a total amount to be released of \$590.00 to SunRun.

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

8. **Appointment of 2nd Alternate to the Zoning Board of Appeals**

Resolution No. 102-25

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

RESOLVED, that the Mayor's appointment of Ethan Halpert as 2nd 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 Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

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.**

Resolution No. 103-25

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

WHEREAS, the Village of Wesley Hills and Orange & Rockland Utilities, Inc. have reached a cost sharing agreement to cover the paving of Grand Park Drive, Fieldcrest Drive and Suhl Lane, to which cost sharing agreement Orange & Rockland will contribute to the Village of Wesley Hills the sum of \$125,450.00, and be it,

RESOLVED, that the Village hereby agrees to said cost sharing agreement with Orange and Rockland Utilities and the Mayor is authorized to sign said agreement and the Mayor is authorized to utilize funds in the Village's paving budget for such expenditure.

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

10. **Resolution Approving the Proposal from Belleville Landscaping Inc for Drainage Work on Wesley Chapel Road**

Resolution No. 104-25

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

WHEREAS, the Village of Wesley Hills has received several complaints about flooding on Wesley Chapel Road at the corner of Spook Rock Road, and

WHEREAS, after several visits from Civil Design Works, LLC, the Village Engineer, they have recommended the installation of an additional drainage structure to eliminate the water ponding issue as described in their plan dated October 17, 2025, and

WHEREAS, the Village has requested written proposals from several companies for the construction, and be it

RESOLVED, that the proposal submitted from Belleville Landscaping Inc, for the installation of one drainage structure on Wesley Chapel Road at the corner of Spook Rock Road, 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 Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

11. **Resolution Approving Abstract of Funds**

Resolution No. 105-25

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

RESOLVED, that the general fund claims #23,505 through #23,644 in the aggregate amount of \$262,159.79 as set forth in Abstract #6/25 dated November 4, 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 Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

12. **Resolution Approving Transfer of Funds**

Resolution No. 106-25

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

RESOLVED, that the transfers in the aggregate amount of \$275,000 as set forth in Abstract #6/25 dated November 4, 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 Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

REPORTS

13. Mayor

Wilder Road Sidewalk Project

Mayor Katz noted that there was a public meeting on October 28, 2025 where the Village received positive feedback from the residents in the area about the project. Mayor Katz noted that several comments were made in reference to adding additional crosswalks, street lighting and maintenance requirements. Mayor Katz noted that there were several comments in reference

to other areas of the Village.

14. Village Clerk/Treasurer

No Report.

15. Village Attorney

Catering Halls in the NS Zone

Howard Richman stated that he has read examples of other catering hall codes from other jurisdictions in the area and will consult with William Brady, Village Planner to draft a law for the Board's consideration.

Sidewalks

Howard Richman stated that the Village has always taken the position that the Village will maintain (repair/ice/snow) sidewalks that we have installed or will install which includes previously installed sidewalks on E. Willow Tree, Forshay from Grandview to Willow, 306 from Grandview to Lime Kiln and planned sidewalks on Wilder Road, Willow Tree, Lime Kiln and 306 from Lime Kiln to Old Pomona. The Village needs to formalize this by placing this in our code book. Mr. Richman will draft a law for the Board's consideration.

OPEN FLOOR: PUBLIC DISCUSSION

Jeff Nullman, 14 Glenbrook Road stated that there is a large branch overhanging the roadway on Willow Tree Road that needs to be removed.

EXECUTIVE SESSION

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

No action was taken during Executive Session.

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

NEW BUSINESS

None.

ADJOURNMENT

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

Respectfully Submitted,

Camille Guido-Downey



Office of Town Attorney
Town of Ramapo
237 Route 59
Suffern New York 10901
(845) 357-5100
Fax: (845) 357-2936

November 14, 2025

Mayor Marshall Katz
Village of Wesley Hills
432 Route 306
Wesley Hills, New York 10952

RE: 2026 VILLAGE HIGHWAY AGREEMENT

Dear Mayor Katz:

Enclosed for execution are two (2) originals of an Agreement for Highway services. Please have both originals executed and returned to me as soon as possible, together with the resolution of the Village authorizing such execution, which should be inserted as Exhibit "C".

Upon receipt of the requested documents, one fully executed original agreement will be returned to you.

Very truly yours,

Dvorah Kaplan
Litigation Assistant

Enc.

AGREEMENT

AGREEMENT made as of the 1st day of January, 2026 by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York (hereinafter the "**TOWN**"), and **VILLAGE OF WESLEY HILLS**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 432 Route 306, Wesley Hills, NY 10977, (hereinafter the "**VILLAGE**").

WITNESSETH:

WHEREAS, **TOWN** maintains a Highway Department which tends to its snow removal, road repairs and drainage repairs, and

WHEREAS, the **VILLAGE** does not have a Highway Department and is legally responsible to provide its own snow removal, road repairs and drainage repairs on its streets, roads, highways and other public thoroughfares, and

WHEREAS, in order to provide the most efficient service to their constituents, both governmental entities have determined, pursuant to Article 5-G of the General Municipal Law, the best interests of the public would be served through their entry into an inter-governmental agreement for the **TOWN** to provide to the **VILLAGE** snow removal, and certain highway and storm drain maintenance within the **VILLAGE** boundaries. as more particularly described in Exhibit "A" attached and made part of this agreement ("Highway Services");

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

FIRST: That each municipality has agreed to and approved this agreement via their governing Boards. A copy of the resolutions of each respective governing body, approving the terms and conditions contained in this agreement, are annexed as Exhibits "C" and "D" to this agreement.

HIGHWAY SERVICES:

SECOND: the **TOWN** agrees that it will render to the **VILLAGE** snow removal and highway maintenance service to all dedicated streets within the **VILLAGE** (other than any streets maintained by the State of New York or County of Rockland) and maintenance services to the storm drainage system within the boundaries of the **VILLAGE**, for the period from January 1, 2026, through December 31, 2026, or until this Agreement is sooner terminated in the manner set forth below.

THIRD: **VILLAGE** agrees to timely pay, and **TOWN** agrees to accept for Highway Services, the sums in Exhibit "B," **MONTHLY PAYMENT SCHEDULE.**

FOURTH: The **TOWN** agrees that it shall perform Highway Services as may, in the joint opinion of the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways, be required in order to maintain roads, streets, highways and storm drains in a condition equal to that maintained in the unincorporated area of the **TOWN**; provided, however, that where the two disagree, the superintendent's opinion shall control. It is the intention of the parties hereto that the **VILLAGE** shall receive such services for the purposes of this Agreement as though it were part of the unincorporated area of the **TOWN**, which in no case shall be less than a safe and useable condition. However, the **VILLAGE** agrees that it shall not be a basis for a lawsuit that the **TOWN** has failed to provide services equal to that of the unincorporated parts of the **TOWN**.

FIFTH: It is understood and agreed that this Agreement is limited to ordinary and necessary repairs and maintenance only. Such repairs and/or maintenance includes the items of work set forth in Exhibit "A", attached hereto and made a part hereof, and any other projects that are agreed to in writing and in advance by the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways. Any projects agreed to after commencement must be further agreed to by the **TOWN** Board. It is further understood and agreed that this Agreement does not pertain to maintenance of, nor snow removal from, sidewalks. Additionally this Agreement does not require the **TOWN** to make any capital improvements. Capital Improvements are defined as improvements beyond temporary repairs that are necessary to maintain a road in a safe and useable condition.

SIXTH: On or before March 31, 2026, the **TOWN's** Highway Department will provide the **VILLAGE** with a list setting forth all streets, highways, roads and/or drainage systems which, in the department's opinion, can no longer be properly maintained to the **TOWN's** own standards for maintenance in the unincorporated area of the **TOWN** and therefore require immediate capital improvements rather than maintenance. The list will include the **TOWN's** cost estimate for performing all such improvements and/or reconstruction in the **VILLAGE**.

If, in the opinion of the **TOWN** Superintendent of Highways, the roads, streets, highways, and/or drainage systems cannot be properly maintained but require capital improvements or reconstruction by the **VILLAGE**, and after the **VILLAGE**, has had reasonable opportunity, not to exceed six (6) months, to make such capital improvements but has failed to do so, the **TOWN** shall not be required to maintain or repair that affected portion and shall be released from all obligations and liability therefor. In the event of such release, future payments by the **VILLAGE** pursuant to this agreement shall be reduced proportionately based upon Center Line Miles or portions of miles reduced. In addition, the **VILLAGE** agrees that it will assume all litigation costs and liability for damages or claims made by third parties and/or defend and indemnify the **TOWN** for all costs and fees resulting from the **VILLAGE's** failure to make such capital improvements, in the **TOWN's** sole discretion. The **TOWN** and the **VILLAGE** understand and agree that, in the event such capital improvements are not made by the **VILLAGE**, the **TOWN** may, at its option, refuse to renew this agreement for the period commencing January 1, 2027.

SEVENTH: The **TOWN** shall not be responsible for damage or injury to person or

property sustained in consequence of any street, highway or road situated within the **VILLAGE** being defective, out of repair or dangerous (including potholes) unless: 1) (a) the **VILLAGE** provides written notification to the **TOWN** of the existence of such defective, unsafe or dangerous condition; or (b) the **TOWN** has received written notification of such defective, unsafe or dangerous condition from a third party; and 2) the **TOWN** takes an unreasonable length of time to remedy the condition. In no event shall a period of thirty (30) days or less be deemed unreasonable. Such notice to the **TOWN** must satisfy the local notice law in effect at the time the alleged injury took place.

GENERAL PROVISIONS:

EIGHTH: the **TOWN** agrees that each employee assigned to perform the services to be provided to the **VILLAGE** shall be required to provide such services in a manner equal to those services provided in the unincorporated area of the **TOWN**, it being the intention of the parties that **VILLAGE** shall receive such services for the purpose of this Agreement as though it were part of the unincorporated area of the **TOWN**. However, the **VILLAGE** agrees that it shall not be a basis for a lawsuit that the **TOWN** has failed to provide services equal to that of the unincorporated parts of the **TOWN**.

NINTH: A) The **TOWN** shall name the **VILLAGE** as an additional insured on its liability policy. The **VILLAGE** shall name the **TOWN** as an additional insured on its liability policy.

The **TOWN** does hereby indemnify and hold harmless the **VILLAGE** only for the gross negligence of the **TOWN**, its agents and employees, including the cost of any defense of the **VILLAGE**. The **VILLAGE** shall have no recourse to any common law indemnification from the **TOWN**, and may not maintain any common law indemnification cause of action against the **TOWN**.

No indemnity will apply to any action or claim allegedly arising from a defective, unsafe or dangerous condition of a street, highway or road for which the **VILLAGE** received actual notice of said defective, unsafe or dangerous condition and failed to give notice to the **TOWN** in accordance with its Notice Local Law, nor shall it apply where the **VILLAGE** did not receive proper notice in accordance with its own Notice Local Law. Further, where the **VILLAGE** does not have a properly-constituted Notice local law in the most expansive form the law in New York allows, the **TOWN** shall not be liable for any injury to person or property that would have been obviated by such local law had it been in effect at the time of the incident that led to the litigation.

The **VILLAGE** agrees to fully defend, indemnify and hold the **TOWN** harmless from any and all liability in any form in all cases where: 1) there was no proper written notice to the **TOWN**; OR 2) the **Village** did not have a proper expansive Notice local law; OR 3) the **TOWN** was not grossly negligent under the law; OR 4) any combination of 1, 2 and 3. This indemnity shall include, but not be limited to, paying for any award and also the defense costs of **TOWN** lawyers and other personnel, or outside lawyers and other contract personnel, in the **TOWN**'s sole discretion.

B) It is agreed that for purposes of snow removal, the Town will require access to municipal right-of-ways.

TENTH: Any failure or delay on the part of the **TOWN** or the **VILLAGE** in exercising or enforcing any right under any of the provisions of the Agreement will not constitute a waiver of such provisions or of the right of the **TOWN** or the **VILLAGE** to exercise or enforce any right. Any claim or lawsuit shall be subject to the applicable statute of limitations.

ELEVENTH: This Agreement may not be changed orally. No change in or waiver of any provision of this Agreement will be binding upon the **TOWN** or the **VILLAGE** unless made in writing and signed by the **TOWN** Supervisor or the **VILLAGE** Mayor, after approval by their respective municipal governing boards where required by law, and any such waiver or change shall be effective only in the specific instance and purpose for which given.

TWELFTH: The parties contemplate that they may extend this Agreement beyond December 31, 2026. In the event either is unwilling to do so or is willing to do so but under changed terms, that party shall notify the other in writing no later than October 1, 2026 and the parties shall use their best efforts to come to terms no later than October 15, 2026, subject to the approval of their respective Boards.

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

(a) to the **VILLAGE** at its offices at the address first set forth above, marked - Attention: Mayor and/or Clerk, and

(b) to the **TOWN** at the address first set forth above, marked Attention: Superintendent of Highways and/or Clerk.

Notice shall be deemed given only when personally delivered to the **TOWN's** Superintendent of Highways or the **VILLAGE's** Mayor or to the **TOWN** or **VILLAGE** Clerk. For purposes of the Notice required for personal injury lawsuits, the Notice must be in a physical writing; electronic communications shall be deemed insufficient. Either the **VILLAGE** or the **TOWN** may, by written notice to the other, given as provided herein, change the address to which written notices, requests, or other communications are to be personally delivered. The Notice provisions in this paragraph shall take precedence over any other notice provision in this Contract

SIGNATURES APPEAR ON FOLLOWING PAGE



Page **4** of **8**

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

Dated: _____, 2026
Suffern, New York

ATTEST:

TOWN OF RAMAPO

Town Clerk

By: _____
Michael B. Specht, Supervisor

Dated: _____, 2026
Wesley Hills, New York

ATTEST:

VILLAGE OF WESLEY HILLS

Village Clerk

By: _____
Marshall Katz, Mayor

**EXHIBIT A
HIGHWAY SERVICES**

SCOPE OF WORK

1. The **TOWN's** Highway Department shall provide the following services to **dedicated** roads, streets, highways and drainage systems situated in the **VILLAGE**.

- Patching - on "as needed" basis
 - Sweeping - April 15 through November 15 and at the Superintendent's discretion.
 - Culverts - maintenance on an as needed basis upon notification in writing from the **Village**. **Village** to supply updated culvert list by January 1 of each year
 - Clean catch basins - Spring to beginning of snow season. Repair and replacement of catch basins, and all preparation work to roadways done in anticipation of repaving projects, shall be an extra charge with costs being in accordance with the NYS DOT equipment rates and **Town** labor and materials rates.
 - Brush cutting - sight distance as needed
 - Snow removal - plowing and chemicals [sidewalks are specifically excluded]
 - Traffic control signs - maintenance only (no new installations or damage due to accidents) –
- Maintain existing center and side line striping stop bars, school crossings and crosswalks – upon request of Village and Superintendent Approval. Any such work on new or repaved roads, streets, or highways shall be an extra charge, billed at the Town's cost.
- Dead trees removal on right of way - on "as needed" basis, **VILLAGE** must approve prior to removal, emergency circumstances permitting.
- Other Tree Removal - only with prior approval of **VILLAGE** after written cost estimate.
 - Berms (asphalt curb repair) - on "as needed" basis

2. Any items not specified in section 1 immediately above shall be deemed not part of the regular maintenance in this contract and shall be subject to separate or additional agreement between the parties.

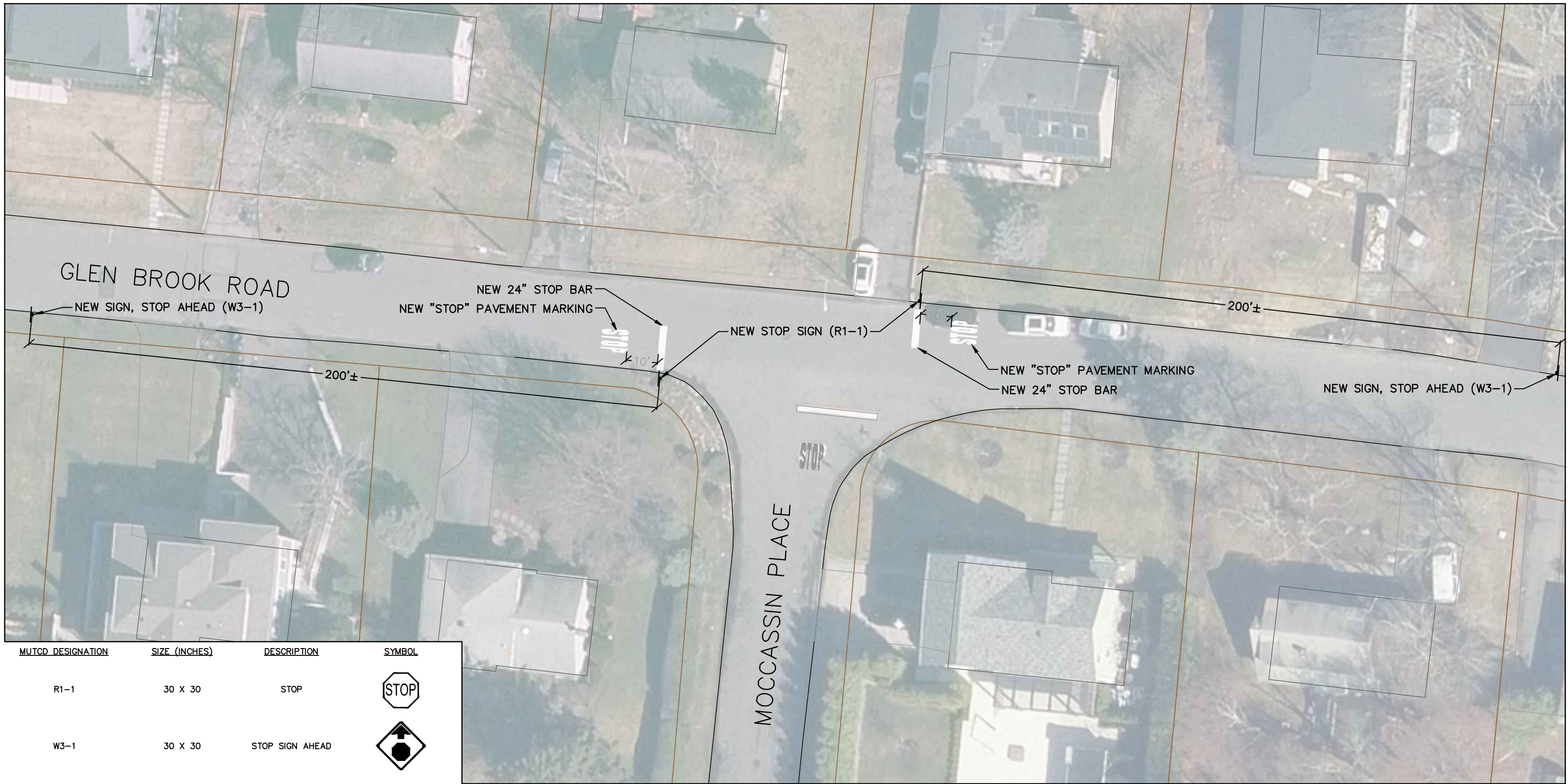
3. All requests for services to be performed shall be made in writing in accordance with the contract by the **VILLAGE** to the **TOWN**. The **VILLAGE** will assign a liaison to make all such requests. Records and invoices, if any, will be sent to the **VILLAGE** detailing all of the work performed by the **TOWN**.

EXHIBIT B

MONTHLY PAYMENT SCHEDULE


VILLAGE OF WESLEY HILLS

1/1/26	\$40,050.56
2/1/26	\$40,050.56
3/1/26	\$40,050.56
4/1/26	\$40,050.56
5/1/26	\$40,050.56
6/1/26	\$40,050.56
7/1/26	\$40,050.56
8/1/26	\$40,050.56
9/1/26	\$40,050.56
10/1/26	\$40,050.56
11/1/26	\$40,050.56
12/1/26	\$40,050.56
	<hr/>
	\$480,607.00



MUTCD DESIGNATION	SIZE (INCHES)	DESCRIPTION	SYMBOL
R1-1	30 X 30	STOP	
W3-1	30 X 30	STOP SIGN AHEAD	

REV	DESCRIPTION	DATE



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TEL: 845-266-6441

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

SEAL:

PROJECT:
**GLEN BROOK ROAD
ROADWAY IMPROVEMENTS**
VILLAGE OF WESLEY HILLS
ROCKLAND COUNTY, NEW YORK

SHEET TITLE:
INTERSECTION IMPROVEMENT

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: 11.25.2025 PRJ #: WH25-400

SCALE: 1" = 30'

SHEET NUMBER:
C-101.00

CHAPTER 187: STREETS AND SIDEWALKS

Article II. Notification of Defects

Section ____ Title

This article shall be known as the “Written Notice of Defect Law of the Village of Wesley Hills.”

Section ____ Written Notice of Defects Required.

- A. No civil action shall be maintained against the Village of Wesley Hills for damages or injuries to person or property sustained by reason of any highway, traffic signal, road sign, bridge, sidewalk, or culvert being defective, out of repair, unsafe, dangerous, or obstructed, unless:
 - 1) Written notice of such defective, unsafe, dangerous, or obstructed conditions was received by the Village Clerk; and
 - 2) There was a failure or neglect within a reasonable period of time after giving such notice to repair or remove the defect, danger or obstruction complained of.
- B. No such actions shall be maintained for damages or injuries to person or property sustained solely in consequence of the existence of snow or ice upon any highway, bridge, sidewalk or culvert that the Village has assumed responsibility unless
 - 1) Written notice thereof, specifying in detail the particular location was received by the Village Clerk; and
 - 2) There was a failure or neglect to cause such snow and ice to be removed, or to make the place otherwise reasonably safe within a reasonable time after receipt of such notice.

Section ____ Record of Notices

The Village Clerk shall keep an indexed record on line complaint software of all written notices which said Clerk shall receive pursuant to this article of the existence of a defective, unsafe, dangerous, or obstructed condition in or upon, or of an accumulation of ice or snow upon, any Village highway, traffic signal, road sign, bridge, sidewalk or culvert, which record shall state the date of receipt of the notice, the nature and location of the condition stated to exist, and the name and address of the person from whom the notice is received. The records of each notice shall be preserved for a period of five years after the date it is received.

Article III. Maintenance of Sidewalks

Section ____ Legislative Intent.

The Board of Trustees of the Village of Wesley Hills finds that it is in the interests of the public health, comfort, safety, convenience and welfare of the residents of the Village that sidewalks be kept clean, free from snow and ice and other obstructions, and in good repair.

Section _____ Removal of snow and ice.

For any sidewalk designed, installed and constructed by or for the Village utilizing Village Funds or funds from grants from any governmental agency the obligation to keep the sidewalk free and clear of snow and ice shall rest upon the Village and any contractor hired by the Village. For sidewalks not constructed by the Village, nor funded by the Village even if required as part of the site plan approval process of the planning board, all persons shall keep the sidewalk in front of the premises owned or occupied by them free from snow and ice. Said persons shall remove all snow and ice from the sidewalks in front of the premises owned or **occupied by them within eight daylight hours after the termination of a snowfall.**

Section _____ Duty to keep sidewalks free from defects.

For any sidewalk designed, installed and constructed by or for the Village utilizing Village Funds or funds from grants from any governmental agency the obligation to keep the sidewalk free and clear defects and obstructions shall rest upon the Village and any contractor hired by the Village. For sidewalks not constructed by the Village, nor funded by the Village even if required as part of the site plan approval process of the planning board, the responsibility to maintain said sidewalk to be clear of all defects and obstructions shall rest upon the owner or occupant of the adjoining premises. Said owner or occupant shall repair all defects and remove all obstructions from the sidewalks in front of said premises within a reasonable period of time of having been given notice of the defect or obstruction.

Section _____ Failure to remove or repair.

In all cases where the owner or occupant of property fails, neglects, or refuses to comply with the provisions of this article, the Mayor shall have the authority to cause such snow and ice to be removed or sidewalk repairs to be made or obstructions removed, and the Deputy Mayor shall certify the cost of such removal or repair to the Board of Trustees, and said costs of removal or repair shall become a lien on such lands and shall be added to and become a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes and to be collected and enforced in the same manner.

Section _____ Penalties for offenses.

- A. Any person who shall fail, neglect or refuse to comply with the provisions of this article shall be guilty of a violation of this article. In addition to any other remedy herein provided, each and every violation of this article shall be punishable by a fine not to exceed \$500 or a sentence of imprisonment not to exceed 15 days, or both. Each day's continued violation shall constitute a separate violation.
- B. In addition to all other remedies provided for herein, the Board of Trustees may also enforce this article by injunctive relief or by any other remedy available to it by virtue of the judicial process.

Section _____ Enforcement

The Mayor and the Code Enforcement Officer of the Village of Wesley Hills shall have authority to issue appearance tickets for violations of any provisions of this article.

Section _____ Effective date.

This article shall take effect as of 12:01 am. _____