



BOARD OF TRUSTEES MEETING AGENDA

February 3, 2026 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. **January 20, 2026**

PUBLIC HEARING

2. **Public Hearing to Consider the Demolition of Unsafe Structures Located at 799 Union Road.**
3. **Public Hearing on Local Law Amending Chapter 187 of the Code of the Village of Wesley Hills in Relation to Streets & Sidewalks.**

RESOLUTIONS/DISCUSSIONS

4. **Resolution Setting the Public Hearing for the Proposed Local Law Amendment Regarding On-Street Parking During Weather Related Events**
5. **Resolution Referring to the Planning Board and Other Agencies the Proposed Zoning Law Amendment Regarding Catering Facility in the Village of Wesley Hills.**
6. **Resolution Appointing Election Inspectors**
7. **Resolution Approving Abstract of Funds**
8. **Resolution Approving Transfer of Funds**

REPORTS

9. **Mayor**
10. **Village Clerk/Treasurer**
11. **Village Attorney**

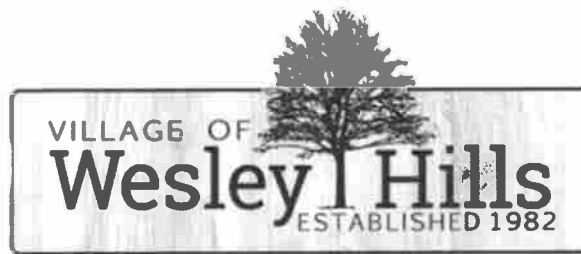
OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

12. **RESOLUTION APPROVING THE 2026 AGREEMENT FOR SIDEWALK SNOW REMOVAL SERVICES WITH THE TOWN OF RAMAPO**
13. **RESOLUTION AUTHORIZING THE PROPOSAL FOR PROFESSIONAL SERVICES WITH WESTON & SAMPSON**

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

January 20, 2026 at 7:00 PM
432 Route 306, Wesley Hills, NY 10952
Phone: 845-354-0400 | Fax: 845-354-4097

ROLL CALL

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

ABSENT: None

OTHERS PRESENT: Howard S. Richman, 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 Alligence.

APPROVAL OF MINUTES

1. **January 6, 2026**

Resolution #125-25

Trustee Cherns made a motion to approve the January 6, 2026 Minutes, seconded by Trustee Mause. Upon vote, Yea: Mayor Katz, Trustee Cherns, and Trustee Mause. Nay: None. Abstain: Trustee Schwartz & Trustee Krull. This motion was carried.

RESOLUTIONS/DISCUSSIONS

2. **Resolution Authorizing the Emergency Repair on Amsterdam Avenue**

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

Resolution #126-25

WHEREAS, the Village of Wesley Hills was notified that there is a water ponding issue along

the right-of-way on Amsterdam Avenue, and

WHEREAS, as per the Village Engineer’s inspection on December 30, 2025, the water ponding along the roadway is creating a water/ice hazard and is dangerous and requires emergency repair as soon as possible, and

WHEREAS, this work is above and beyond the normal repair work that the Town of Ramapo would perform for the Village, and

WHEREAS, the Village with the assistance of the Village Engineer obtained an emergency proposals from several companies, and the lowest bidder is Suncat Excavators, and

NOW, THEREFORE BE IT RESOLVED, that the Village of Wesley Hills declares this repair on Amsterdam Avenue an emergency and the Mayor is authorized to indicate the approval and acceptance of the lowest proposal from Suncat Excavators by signing same on behalf of the Village of Wesley Hills.

Discussions:

Mayor Katz stated that the Village received four proposals to repair the drainage issue at the corner of Wesley Chapel and Spook Rock Road. The lowest bidder is a company called Suncat at \$12,700.00. Mayor Katz confirmed with the Village Engineer that Suncat will pay the prevailing wage requirement. Village Engineer has also stated that the job is simple enough for a new company to do along with the Village Engineer being onsite.

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

3. Resolution Authorizing The Demolition Of Unsafe Structures Located At 799 Union Road

Resolution #127-25

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

RESOLUTION AUTHORIZING THE DEMOLITION OF UNSAFE STRUCTURES LOCATED AT 799 UNION ROAD

WHEREAS, on December 29, 2025, pursuant to Chapter 86 of the Code of the Village of Wesley Hills, the Building Inspector of the Village of Wesley Hills, with the concurrence of a licensed professional engineer, determined that the structures on 799 Union Road to wit the greenhouse structures and associated buildings are in a state of advanced structural failure and due to severe foundation degradation, rotted wood framing, corroded steel supports, roof collapses, and unsafe access structures, demolition is the only reasonable and safe course of action, and

WHEREAS, on December 29, 2025 the Building Inspector issued a Notice of Unsafe Structure

that identified such unsafe condition and an Order to Correct which required that the remains of such structure be demolished and that the debris therefrom be removed within 10 days, and

WHEREAS, such Notice of Unsafe Structure and Order to Correct was served on Jacob Kohl, the owner of record of such property, at the address shown on the last preceding tax assessment roll, by certified mail on December 29, 2025, and

WHEREAS, the owner of such property failed to comply with such Order to Correct, and

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees thereupon authorizes the remains of such structure to be demolished and the debris therefrom to be removed, and pursuant to such Code, the expenses of such demolition and removal work are to be assessed against such property,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees will meet on the 3rd day of February 2026, at 7:00 P.M. at the Village Hall, 432 Route 306, in the Village of Wesley Hills, for the purpose of authorizing said demolition and,

BE IT FURTHER RESOLVED, that the Village Clerk shall notify the owner of record of such property of such meeting by sending to him by certified mail, at the address shown on the last preceding tax assessment roll, a certified copy of this resolution, which mailing shall be made at least 8 days prior to such meeting.

Discussion:

Jacob Kohl, owner, was present and expressed his frustration with the Village Board for not having notice of this meeting. Mr. Kohl stated that they have had many meetings with the Mayor and they have spent thousands of dollars cleaning up the property.

Howard Richman, Village Attorney stated that he has spoken with his attorney for the past two weeks and he is unsure why his own attorney did not provide him with the information. Mr. Richman stated that it was made clear at the meeting this afternoon that there was no agreement to be made.

Jacob Kohl stated that he did not offer a solution as he was silent this afternoon. However, he wishes to work something out with the Village and was surprised that the Village is taking these steps.

Mayor Katz requested the owner to place any proposal in writing to be reviewed by the Village Attorney and the Village Engineer. Mayor Katz advised the owner that this matter has been in court since October 2025 for several violations and no progress has been made on the removal of the unsafe structures.

Yisreal Kohl was presented and stated that the Village does not want to work with its residents and the Village is doing everything possible to hurt his brother and himself.

Mayor Katz assured Mr. Kohl that the Village has been trying to work with them since they

purchased the property a few years back, and they have not done anything to remedy the violations.

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

REPORTS

4. Mayor

Governor Hochul Property Tax Exemptions

Mayor Katz stated that the Village received notification from the Town of Ramapo Assessor's office that a new veteran's exemption will be offered to veterans. The Village usually mirrors the exemptions offered by the Town and will proceed with preparing the appropriate local law. Howard Richman, Village Attorney stated that the Village Board will see this in March 2026.

NYCOM

Mayor Katz has stated that NYCOM has sent out a notice that the State of celebrating the US 250 anniversary and offered options on how Towns/Villages can celebrate. If any Board Member is interested in doing an event please let the Mayor know.

Willow Tree Sidewalk Project

Mayor Katz stated that the Village has received notice to proceed to final design from the State DOT. The Village's Engineer estimates that we will be constructing this project around July 2026.

Wilder Road Sidewalk Project

The Village's Engineer estimates that we will be constructing this project around the same time as Willow Tree-July 2026.

NYS Parks Grant

Mayor Katz stated that the Village was unsuccessful in obtaining the parks grant for the replacement playground equipment. Mayor Katz asked how the Board wants to move forward? Options are: Allocate the funds we need in the next budget, form a committee, or allocate a certain dollar amount and make it a several year project? Board Members elected to allocate \$100,000 in the upcoming budget. Mayor Katz stated that the Board will need to provide additional information in the future on what types of equipment they would like to see for the bidding process.

6. Village Attorney

Catering Law

Howard Richman stated that the Village Planner and himself have drafted a local law that was provided to the Village Board for discussion tonight. Board Members reviewed the proposed local law and offered two minor changes. Mr. Richman stated that he will make those changes and get this scheduled for public hearing as soon as possible.

AMS Dedication

Howard Richman stated that there is an in-house meeting this week to get a better understanding of what items need to be dedicated to the Village and where the projects stands.

Monsey Fire District

The Monsey Fire District owns the property located at 381 Route 306. The District has submitted a narrative to the Village Board dated 1/20/26 requesting exemption from the zoning code for the use of a Fire House. Board Members welcomed Yanky Fliegman, Chairman of the Monsey Fire District. Howard Richman stated that in order for the Village Board to exempt the fire house use, the Village needs to hold a public meeting. The Mayor and the Board members decided to hold the public hearing on February 17, 2026. Village Clerk will do the public hearing notice for publication and send out notices to the adjoining neighbors. Resolution under New Business.

5. Village Clerk/Treasurer

No report at this time.

OPEN FLOOR: PUBLIC DISCUSSION

NEW BUSINESS

Resolution #128-25

Resolution Setting a Public Hearing for the Consideration of Exemption for the Monsey Fire District

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

WHEREAS, the Village of Wesley Hills is desirous of permitting The Monsey Fire District/Brewer Engine Co. No 1 to the development of a firehouse substation at 381 Route 306 in the Village of Wesley Hills,

WHEREAS the Village of Wesley Hills needs to make a finding of a balance of public interests in order to grant an exemption in said firehouse substation being located at 381 Route 306 in the Village of Wesley Hills,

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees will meet on the 17th day of February 2026 at 7 PM at the Village Hall of Wesley Hills, at 432 Route 306, Wesley Hills, NY 10952 for the purpose of authorizing said exemption to place said firehouse substation at 381 Route 306 Wesley Hills, NY,

NOW, THEREFORE BE IT RESOLVED, that the Village Clerk shall notify property owners within 750 feet of 381 Route 306 via the methodology utilized by the ZBA to notice its hearings.

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

ADJOURNMENT

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

Respectfully Submitted,
Camille Guido-Downey



Consulting Engineers

*Alfred A. Fusco, Jr.
P.E. Principal*

*Alfred A. Fusco, III
General Manager*

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

RE: 799 Union Road
SBL 42.13-1-23.5
Village of Wesley Hills
Our File #WH-003

On December 11, 2025 a representative of our office performed a visual inspection on the existing greenhouse structures located on the above-mentioned property. The following is based on our observations:

1. INTRODUCTION

An inspection was conducted of three (3) existing greenhouse structures and their adjoining buildings to assess their current structural condition and determine whether continued use or repair is feasible. The purpose of this report is to document observed deficiencies, assess structural integrity, and provide engineering recommendations regarding safety and demolition.

2. SCOPE OF INSPECTION

The inspection consisted of a visual evaluation of the following components:

- Concrete foundations.
- Structural framing (wood and steel)
- Adjoining buildings and roof systems
- Stairs, retaining walls, and access structures
- General structural stability and safety conditions

No destructive testing or material sampling was performed.

3.OBSERVED CONDITIONS

3.1 Foundations

Concrete foundations were observed to be severely deteriorated, with extensive cracking, spalling, and crumbling.

Multiple areas exhibited loss of structural integrity, indicating compromised load-bearing capacity. Differential settlement and foundation failure were evident in several locations.

3.2 Structural Framing

Wood framing and structural supports exhibited advanced dry rot, deterioration, and loss of sections. Many wood members were crumbling, fractured, or no longer capable of carrying design loads. Steel framing and supports were heavily corroded, rusted, and visibly bent and deformed.

3.3 Roof Structures

Adjoining buildings showed partial and full roof collapses.
Remaining roof systems were unstable and at high risk of further collapse.
Roof failures have rendered portions of the structures immediately unsafe.

3.4 Adjoining Buildings

Several adjoining structures were leaning, partially collapsed, or structurally unstable.
Wall systems lacked adequate support and bracing.
The extent of deterioration indicates progressive structural failure.

3.5 Access Structures

Wooden stairs and retaining walls leading to the greenhouses were severely deteriorated, unstable, and unsafe for use.
Significant rot, displacement, and material failure were observed.

4. STRUCTURAL ASSESSMENT

Based on observed conditions:

The structures have exceeded their serviceable life.
Structural components are no longer capable of safely supporting imposed loads.
The extent of deterioration is widespread and systemic, affecting foundations, framing, and roof systems.
Repairs would require complete replacement of major structural elements, making rehabilitation economically and practically infeasible.

5. SAFETY CONCERNS

The structures pose an immediate safety hazard to occupants, maintenance personnel, and the public.
Risks include sudden collapse, falling debris, and structural failure under minimal loads.
Continued access or use is not recommended.

6. ENGINEERING RECOMMENDATION

Based on the inspection and observed structural deficiencies, it is the professional recommendation that:

1. All three greenhouse structures and adjoining buildings be condemned and demolished.
2. Access to the structures be restricted immediately to prevent injury.
3. Demolition be performed by a qualified contractor in accordance with applicable local, state, and environmental regulations.
4. Debris removal and site stabilization be completed following demolition.

7. LIMITATIONS

This report is based on a visual inspection only and reflects conditions observed at the time of inspection.
Hidden or concealed conditions may exist that were not observable.

8. CONCLUSION

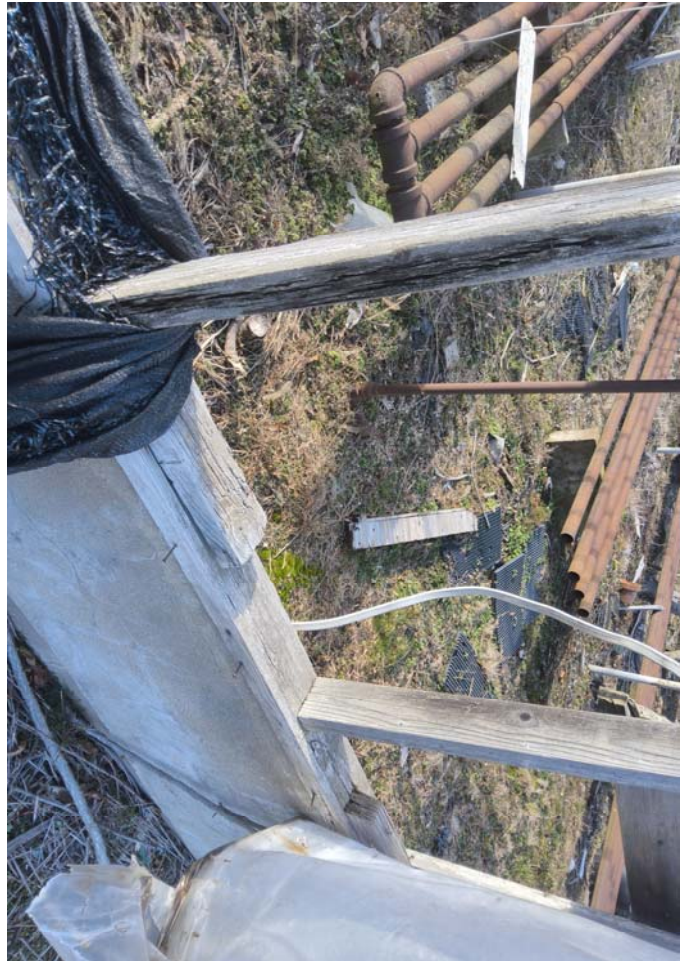
The greenhouse structures and associated buildings are in a state of advanced structural failure. Due to severe foundation degradation, rotted wood framing, corroded steel supports, roof collapses, and unsafe access structures, demolition is the only reasonable and safe course of action.

Very Truly Yours,

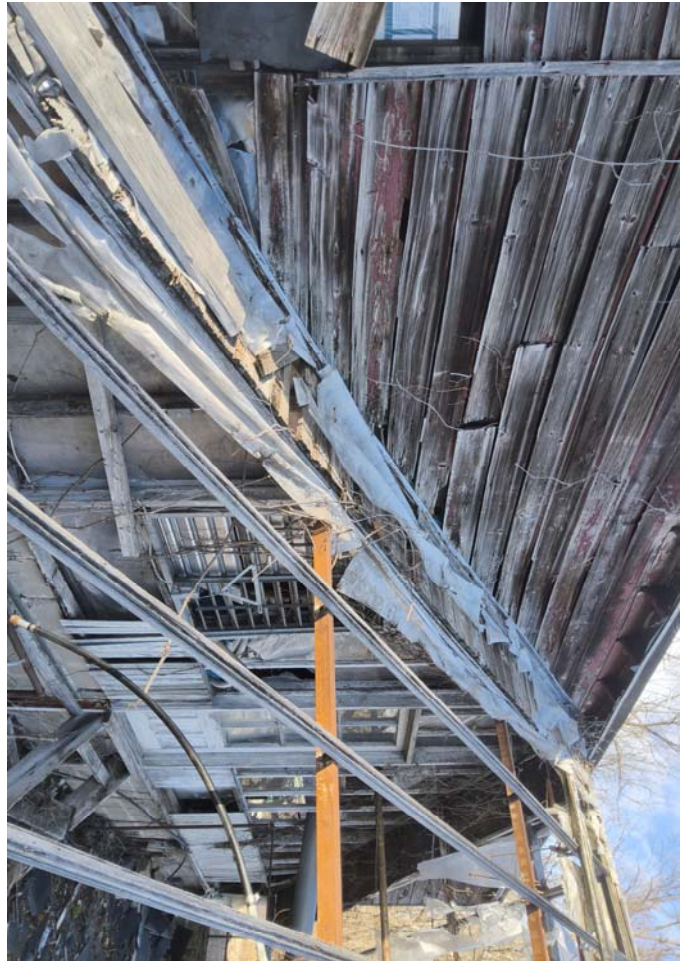


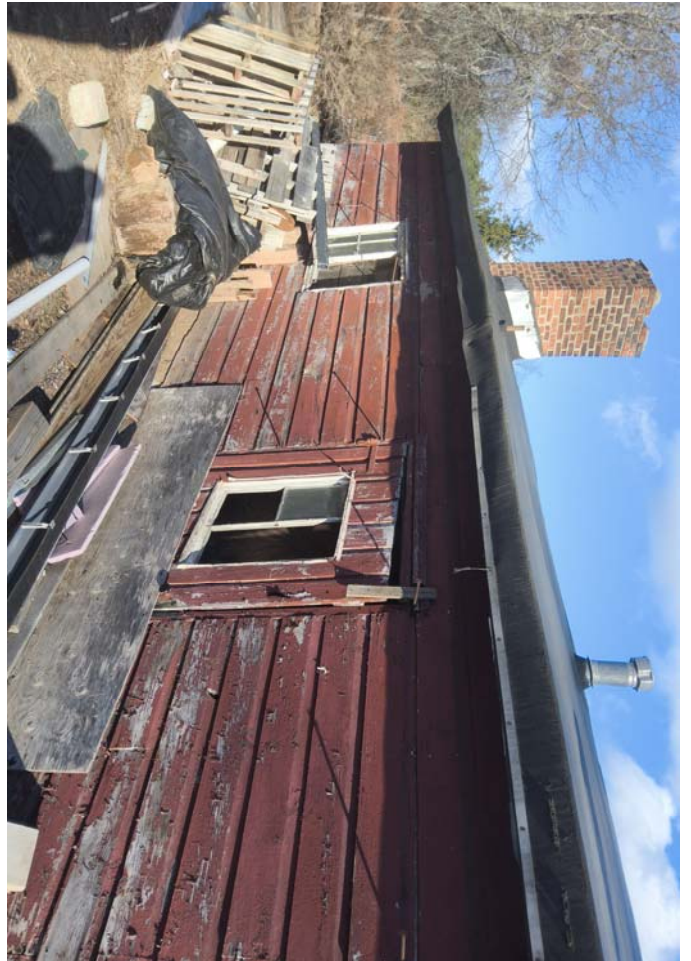
Alfred A. Fusco, Jr., P.E.
Fusco Engineering
& Land Surveying, DPC





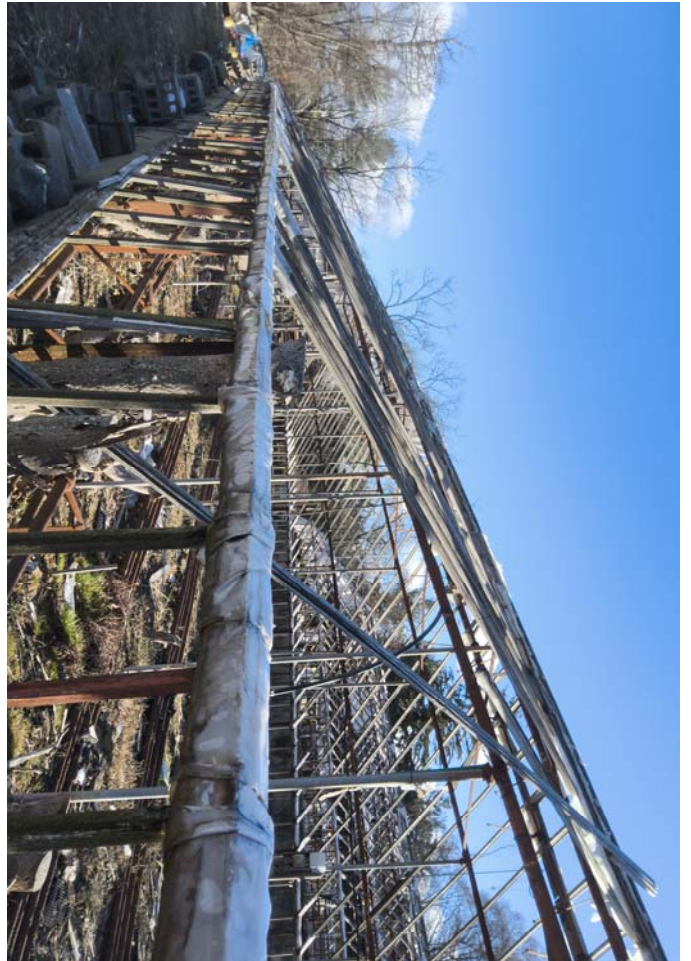
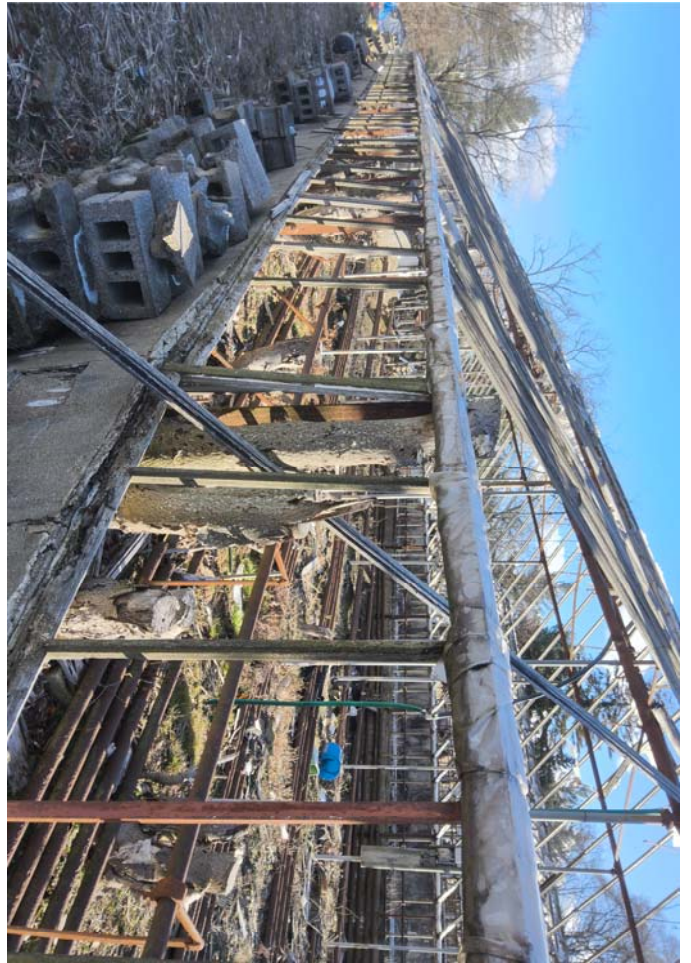


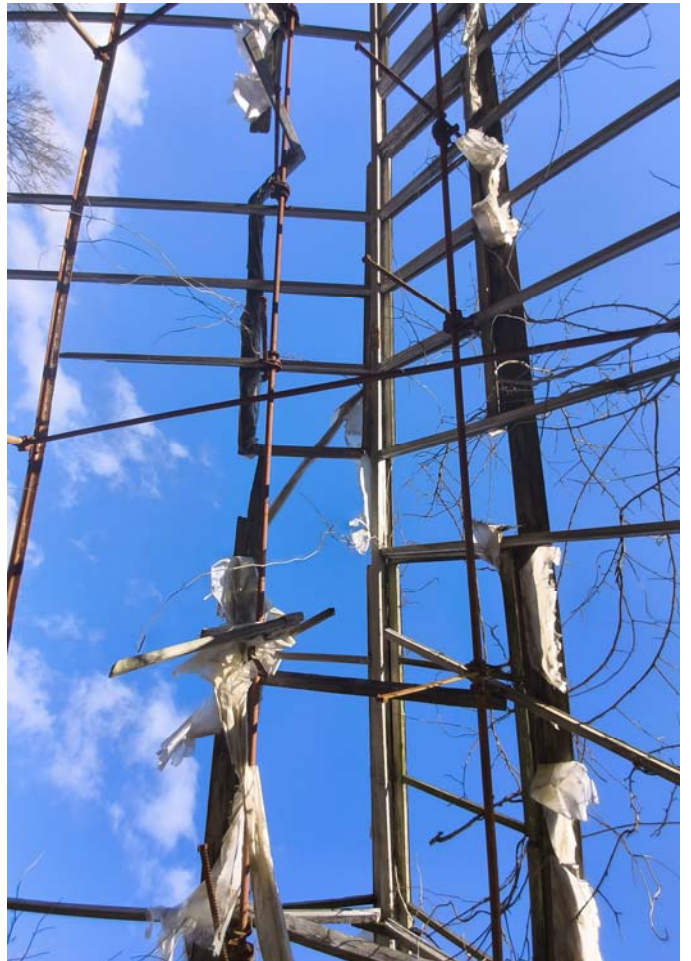
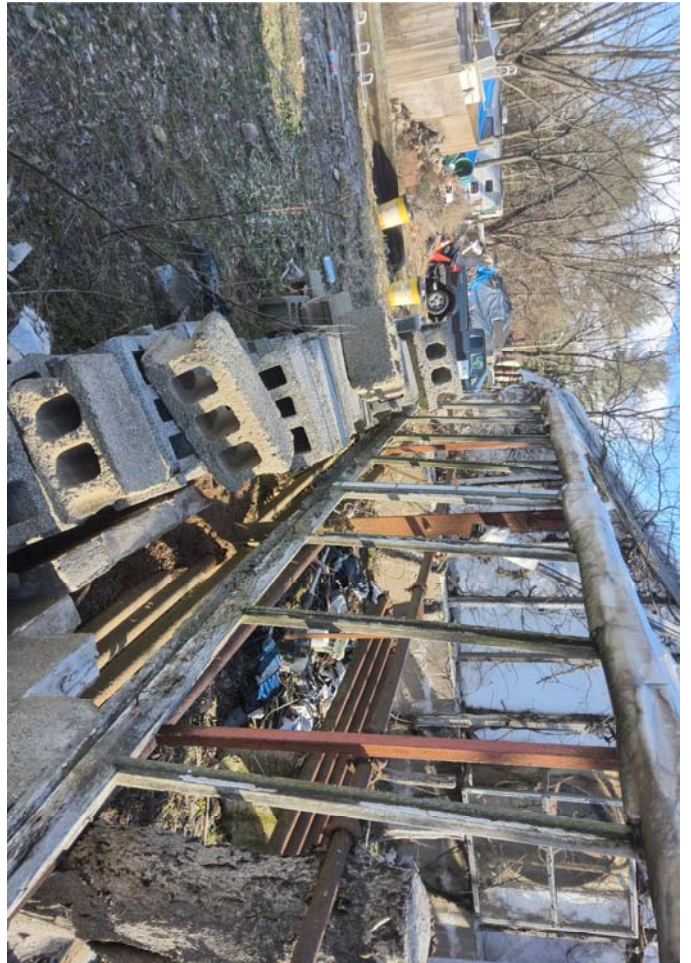


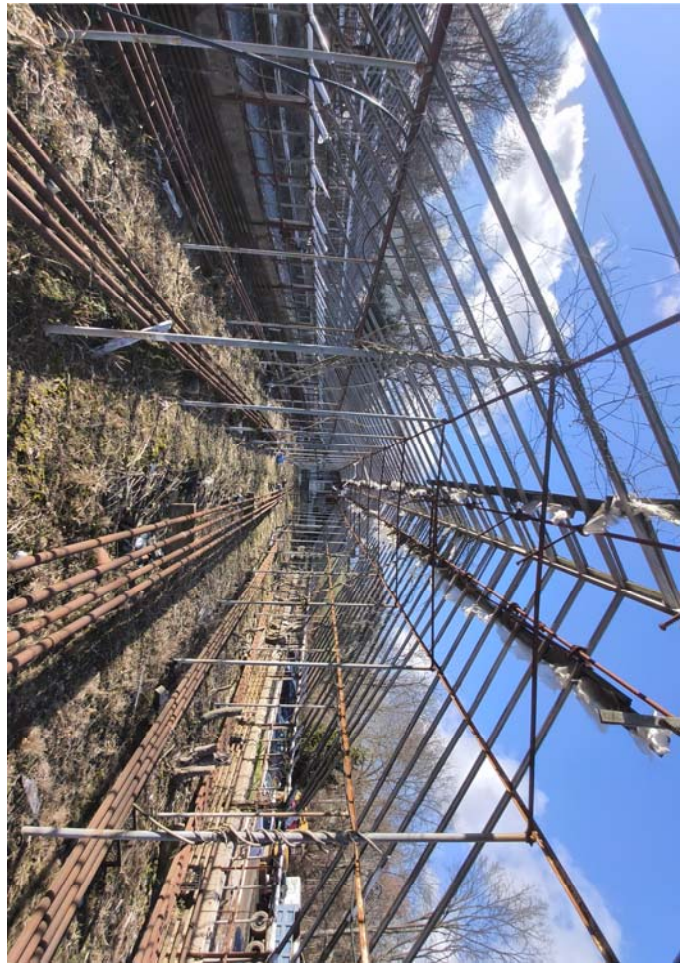






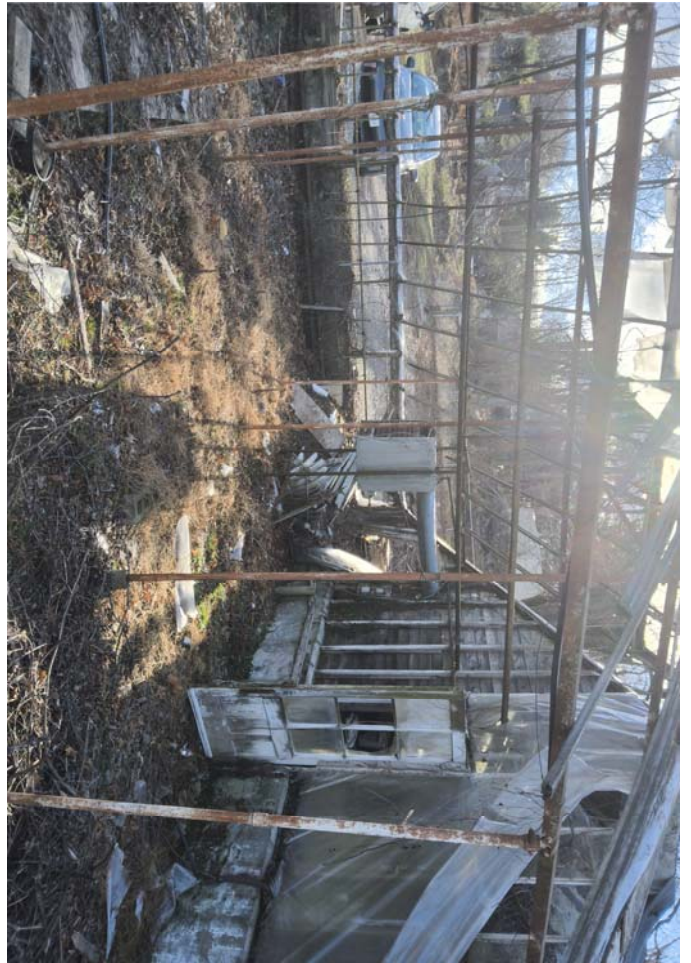


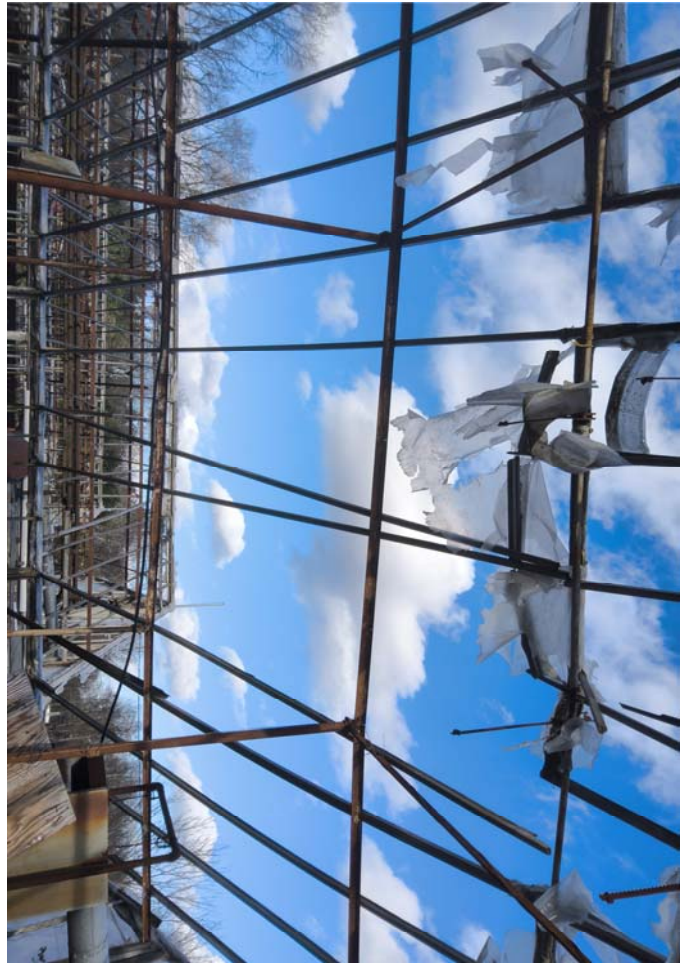


















CHAPTER 187: STREETS AND SIDEWALKS

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. _____

**A LOCAL LAW AMENDING CHAPTER 210-11 OF THE CODE OF THE
VILLAGE OF WESLEY HILLS TO RESTRICT ON STREET VEHICLE
PARKING DURING CERTAIN WEATHER EVENTS**

THIS SHOULD BE ADDED TO OUR CODE AT SECTION 210-11-
PROHIBITED ACTS

10. Parking of any vehicle on any portion of a public street is prohibited whenever snow/sleet is falling, snow/sleet has accumulated, snow/sleet is predicted in the forecast, and/or the accumulation of snow/sleet is such that it covers the public street in the Village of Wesley Hills, and/or that plowing or salting of the same is or maybe required. The Ramapo Police Department is hereby authorized to ticket, fine and/or tow any vehicle that fails to comply with this section of the Code.

Local Law # of 2026

A Local Law Amending the Code of the Village of Wesley Hills Allowing the Use of Catering Facilities in the Village of Wesley Hills

Section 230-16, Schedule of Use Regulations

Add "Catering Facility" to the Schedule of Use Regulations as a Special Permit Use in the NS Neighborhood Shopping District.

Section 230-5, Definitions

Add new definition for "Catering Facility" defined as:

Any non-residential room, place or space in the Village where food and beverages are available for consumption, which is regularly leased or hired out for a particular function, occasion or event to which the general public is not invited or admitted.

Section 230-26, Individual Standards and Requirements

Add New Section 230-16. M. Catering Facilities:

- A. A New York State Liquor License is required for the on-site sale or serving of alcoholic beverages or spirits.
- B. Functions, occasions or events must obey the requirements of Chapter 140 Noise Pollution Control Law of the Village of Wesley Hills.
- C. Parking must be provided as per the requirements of Section 230-31 Schedule of Parking and Loading Facilities.
- D. The Planning Board in approving a special permit may allow off-street parking and loading spaces on the same or adjacent lots to be provided in a single common facility, as per the requirements of Section 230-29, Joint Use.
- E. The Planning Board may determine specific hours of operation for any catering facility. The Planning Board, in approving a special permit for a Catering Facility, may require a parking study to determine permitted hours of operation to prove that the proposed facility operations do not conflict with existing uses at the site or at adjacent sites.

Section 230-31, Schedule of Parking and Loading Requirements

Add new requirement for "Catering Facilities" under Special Permit Uses

Catering Facilities 10 spaces per 1,000 square feet of GFA



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

January 27, 2026

Mayor Marshall Katz
Village of Wesley Hills
432 Route 306
Monsey, New York 10956

Re: 2026 Intermunicipal Agreement with Town of Ramapo for Snow Plowing

Dear Mayor Katz:

Enclosed please find two (2) copies of the above referenced agreement for your signature and the signature of the Village Clerk.

Please have both signed and notarized and return to the undersigned at your earliest convenience for execution by the Supervisor.

We will return a fully executed original to you.

Very truly yours,

Kassidi Wallis

Kassidi Wallis
Paralegal Specialist I

Enclosure

INTERMUNICIPAL AGREEMENT

AGREEMENT made as of the 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 10901 (hereinafter the "**TOWN**"), and the **VILLAGE OF WESLEY HILLS**, with its principal office located at 432 Route 306, Wesley Hills, New York 10952, (hereinafter the "**VILLAGE**").

WITNESSETH:

WHEREAS, the **TOWN** wishes to enter into an Intermunicipal Agreement with the **VILLAGE** to plow certain sidewalks within the **VILLAGE**, and

WHEREAS, both governmental entities, in order to provide the most efficient service to their constituents, have determined, pursuant to Article 5-G of the General Municipal Law, that the best interests of the public would be served by the entry into an Intermunicipal Agreement to plow certain sidewalks within the **VILLAGE**,

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained herein, the **TOWN** and the **VILLAGE** agree as follows:

FIRST: That each party has agreed to and approved this agreement. Copies of the resolution(s) or minutes of each respective governing body, approving the terms and conditions contained in this agreement, are annexed hereto and marked Exhibits "A" and "B" and made a part hereof.

SECOND: The **TOWN** agrees to plow sidewalks on Route 306 from Grandview Avenue to Lime Kiln Road; on Forshay Road from Grandview Avenue to Willow Tree Road; and a sidewalk on the north side of East Willow Tree Road.

THIRD: The **VILLAGE** agrees to reimburse the **TOWN** the cost of plowing the sidewalks referenced in paragraph **FIRST** in the amount of One Thousand Nine Hundred and Eighty-Nine and no/100 (\$1,989.00) Dollars each time the **TOWN** plows the sidewalks.

FOURTH: The **VILLAGE** shall maintain General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00), with the **TOWN** named as additional insured, and shall provide a Certificate of Insurance as proof of same. **In addition, with respect to the insurance for which the TOWN is designated as an additional insured, this insurance will be primary to the TOWN.** The certificate of insurance shall further provide that, in the event that the insurance is cancelled prior to the expiration date thereof, the issuing insurer shall mail to the **TOWN** at least ten (10) days written notice.

FIFTH: The **VILLAGE** agrees to save, indemnify and hold harmless the **TOWN** and all of its agents, officers, servants and employees of the **TOWN**, whether or not the Insurance required to be procured under paragraph **FOURTH** is in effect, by reason of any claim against all suits or liability regardless of origin or nature whether by violation or statute, law, ordinance, regulation, order or decree or common law liability and whether or not a negligent act of omission or commission is claimed, and the **VILLAGE** agrees to pay the **TOWN** all costs incurred for such suit, including but not limited to all court costs, expenses, reasonable attorney fees, any expert fees, and any award incurred therein.

ATTEST:

TOWN OF RAMAPO

Town Clerk

By: _____
Michael B. Specht, Supervisor

ATTEST:

VILLAGE OF WESLEY HILLS

Clerk

By:  _____
Marshall Katz, Mayor

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

On this _____ day of _____, 2026, before me personally came Michael B. Specht, to me known, who, being by me duly sworn, did depose and say that he resides in Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

Notary Public

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

On this _____ day of _____, 2026, before me personally came Marshall Katz, to me known, who, being by me duly sworn, did depose and say that he resides at Wesley Hills, New York; that he is the Mayor of the Village of Wesley Hills, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village of Wesley Hills; and that he signed his name thereto by like order.

Notary Public



Town Board
237 Rt 59
Suffern, NY 10901

Resolution: 2026-54

Intermunicipal Agreement - Village of Wesley Hills - Snow Plowing (2026)

WHEREAS, the Town Board, by Resolution No. 2025-56, approved an Intermunicipal Agreement with the Village of Wesley Hills for the year 2025, by which the Town provided snow plowing for certain sidewalks within the Village, and

WHEREAS, the Village of Wesley Hills wishes for the Town to continue to provide said snow plowing services for 2026 for the following sidewalks:

- 1) Route 306: Grandview Avenue to Lime Kiln Road; and
- 2) Forshay Road: Grandview Avenue to Willow Tree Road; and
- 3) North side of East Willow Tree Road.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Ramapo that the Town will provide snow plowing services for the above-listed sidewalks for the year 2026 for the **VILLAGE OF WESLEY HILLS** at a fee of \$1,989.00 each time the sidewalks are required to be plowed, and

BE IT FURTHER RESOLVED that the Supervisor is hereby authorized to execute an Intermunicipal Agreement with the Village of Wesley Hills in a form approved by the Town Attorney's Office.

Result:	Adopted [5-0]
Mover:	Councilwoman Logan
Secunder:	Councilman Rossman
Ayes:	Michael Specht, Brendel Logan, Yehuda Weissmandl, David Wanounou, Michael Rossman
Nays:	None
Absent:	

Town Clerk Jeffrey Posner

January 21, 2026

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

Attn: Camille Guido-Downey, Village Clerk-Treasurer

Re: Proposal for Professional Services

Dear Mayor and Trustees:

We are pleased to furnish this proposal to provide professional engineering services to facilitate the transition of firms from Weston & Sampson to Civil Design Works, LLC for the position of Village Engineer for the Village of Wesley Hills. It is our understanding that, as of January 1, 2026, Civil Design Works, LLC has undertaken full responsibility as the Village's Engineering consultant.

As the former acting Village Engineer, Weston & Sampson (formerly known as Brooker Engineering, PLLC) had served and consulted the Village for approximately 40 years. As previously discussed, it is our understanding that the Village would like to retain our services to assist Civil Design Works with closing out permits previously opened and initially reviewed by our office. Due to our historical knowledge of projects of this nature, it is anticipated that our assistance will help facilitate future reviews and permit close outs. This will include coordination with Village representatives and Civil Design Works, as well as furnishing pertinent documents as requested. Devon Palmieri will be your and Civil Design Works' primary point of contact for future correspondence.

We propose to perform the above stated services on an hourly-rate basis in accordance with Weston & Sampson standard billing rates for technical services (January 1st through December 31st, 2026). Invoices will be submitted directly to the Village on a monthly basis.

We trust that this proposal fulfills the Village's goal for providing a smooth transition of engineering consulting services and thank for the opportunity to provide our services. Please contact Devon Palmieri at palmieri.devon@wseinc.com or 845-547-2456 with any questions.

Sincerely,



Weston & Sampson, PE, LS, LA, Architects, PC
Brian Brooker, PE
Vice President/Regional Manager

WESTON & SAMPSON, PE, LS, LA, Architects, PC GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated 01/21/2026 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON, PE, LS, LA, Architects, PC
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the CLIENT shall not be accepted by WESTON & SAMPSON. If the CLIENT fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, the amounts due WESTON & SAMPSON will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, WESTON & SAMPSON may, after giving seven (7) days' written notice to the CLIENT, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the CLIENT because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the CLIENT as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the CLIENT in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the CLIENT'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and CLIENT hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the CLIENT but shall reimburse defense costs of the CLIENT to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the CLIENT acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site.

Accordingly, the CLIENT agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. CLIENT shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by CLIENT or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to CLIENT reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by CLIENT (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided CLIENT reimburses the premiums for additional insurance.

7. As a part of this Agreement, CLIENT without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:

a. Designate in writing a person to act as CLIENT'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.

- b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
- d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
- e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the CLIENT, CLIENT'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
- f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
- h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
- i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.

- j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from CLIENT of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON'S independent consultants, and for the services necessary to affect termination.
9. The CLIENT and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The CLIENT and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The CLIENT shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON'S independent consultants, and CLIENT shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON'S independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by CLIENT and WESTON & SAMPSON.
11. The substantive laws of the State of New York shall govern any disputes between WESTON & SAMPSON and the CLIENT arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, CLIENT and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not

against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in CLIENT'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; CLIENT'S failure to provide data in CLIENT'S possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion

date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

Approved by:

CLIENT Name

Signature Date

Printed Name and Title

STANDARD BILLING RATES - TECHNICAL SERVICES

January 1st through December 31st, 2026

<u>Personnel/Service Provided</u>	<u>Hourly Rate</u>
Vice President/Regional Manager	\$360.00
Principal Engineer/Landscape Architect/ Architect/ Scientist	\$295.00 – \$330.00
Sr. Technical Leader	\$260.00 – \$286.00
Sr. Project Manager/ Team Leader	\$177.00 – \$260.00
Project Manager I / Project Manager II	\$195.00 – \$250.00
Sr. Project Engineer/ Landscape Architect/ Architect/ Scientist	\$140.00 – \$220.00
Project Engineer/ Landscape Architect/ Architect/ Scientist	\$130.00 - \$190.00
Engineer III / Landscape Architect III/ Architect III/ Scientist III	\$135.00 - \$175.00
Engineer II / Landscape Architect II/ Architect II/ Scientist II	\$125.00 – \$165.00
Engineer I / Landscape Architect I / Architect I / Scientist I	\$102.00 – \$155.00
CAD Drafter/ GIS Technician/Sr. Designer/ CAD Technician	\$104.00 – 165.00
Admin. Coordinator/ Sr. Office Coordinator/ Admin. Assistant	\$90.00 – \$150.00
Sr. Resident Representative/ Resident Representative	\$94.00 – \$165.00
<u>Miscellaneous Expenses:</u>	
Subconsultant Fees & Other Outside Expenses	Direct Cost + 10%
Messenger Service / Postage/ Reproduction	Direct Cost +10%
Mileage	Federal Reimbursement Rate

Notes:

1. Billing occurs periodically as the work proceeds, generally monthly
2. Lump sum contracts will be billed based upon the percentage of work completed.