



BOARD OF TRUSTEES MEETING AGENDA

February 06, 2024 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- [1.](#) January 2, 2024

RESOLUTIONS/DISCUSSIONS

- [2.](#) Resolution Approving the 2024 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 2024 Intermunicipal Agreement with the Town of Ramapo for Sidewalk Plowing Services
- [4.](#) Resolution Designating the Village of Wesley Hills Lead Agency for the Willow Tree Road ADA-Compliant Sidewalk System Project
5. Resolution Appointing Election Inspectors
- [6.](#) Resolution Authorizing the Release of Escrow Funds for 475 Route 306
7. Resolution Approving Abstracts of Audited Claims
8. Resolution Approving Transfer of Funds

REPORTS

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

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

January 02, 2024, at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

MEMBERS PRESENT:

Marshall Katz, Mayor
Ed McPherson, Deputy Mayor
Milton Schwartz, Trustee
Yisroel Cherns, Trustee (Zoom)

MEMBERS ABSENT:

Ruth Ivey, Trustee

OTHERS PRESENT:

Camille Guido - Downey, Village Clerk-Treasurer

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

ITEM #1

RESOLUTION #01-24

APPROVAL OF MINUTES

Trustee Schwartz made a motion to approve the minutes of December 5, 2023, seconded by Trustee Cherns. Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #2

RESOLUTION #02-24

RESOLUTION APPROVING THE PROPOSAL FROM WESTON & SAMPSON FOR THE SURVEYING SERVICES FOR THE WILDER ROAD SIDEWALK PROJECT

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

RESOLVED, that the proposal submitted from Weston & Sampson for Surveying Services for the Wilder Road Sidewalk Project, 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.

Discussion:

Mayor Katz stated that to be competitive in the grant, the Village needs ROW surveying work done.

Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #3**RESOLUTION #03-24****RESOLUTION AUTHORIZING THE VILLAGE OF WESLEY HILLS FUNDING
COMMITMENT TO THE WILDER ROAD SIDEWALK PROJECT**

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

WHEREAS, the Village of Wesley Hills herein called the "Municipality", located at 432 Route 306, Wesley Hills, New York 10952, and

WHEREAS, After thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein called the "Project", is desirable, is in the public interest, and is required in order to implement the Project; and

WHEREAS, The New York State Department of Transportation has made funds available from the Federal Highway Administration through the Transportation Alternatives Program to support bicycle, pedestrian, multi-use path projects and programs and expand opportunities for transportation choices beyond traditional highway programs; and

WHEREAS, the activities of the Project herein improve mobility, provide safe routes for pedestrians to access daily needs, public transportation and recreational opportunities, enhance the character of the village, contribute to its revitalization, and further the Village of Wesley Hill's plans for a continuous ADA-compliant sidewalk system on heavily-trafficked streets with extensive foot traffic providing not only for the safety of residents and visitors but also reducing vehicular traffic.

WHEREAS, the Municipality deems it to be in the public interest and benefit under these acts to authorize and direct Marshall Katz, as Mayor of the Village of Wesley Hills, New York, to file an application for funds to the New York State Department of Transportation, Transportation Alternatives Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Wesley Hills:

1. That Marshall Katz, as Mayor, is hereby authorized to file an application for funding in support of the design and construction of an ADA-compliant sidewalk system path system on Wilder Road Tree from the roundabout at Willow Tree Road to Lime Kiln Road.
2. That the Municipality agrees that it will fund as a match at least 25% of the cost of the Project, and that funds will be available to initiate the Project's field work upon execution of a contract with New York State Department of Transportation.

Discussion:

Mayor Katz stated that this resolution is to show the State that the Village supports the application and will allocate funding if awarded.

Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #4**RESOLUTION #04-24**

RESOLUTION APPROVING THE PROPOSAL FROM ENVIRONMENTAL CONSTRUCTION FOR DRAINAGE WORK AT 6 PEARL DRIVE

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

RESOLVED, that the proposal submitted from Environmental Construction for Drainage Work located at 6 Pearl Drive, 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.

Discussion:

Mayor Katz stated that he received notification from Veolia that they would investigate the issue and to date the Village has not received any further information and the residents are experiencing damage to their driveway. Trustee McPherson questioned if the work is in the ROW? Mayor Katz answered yes.

Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #5 RESOLUTION #05-24 RESOLUTION APPROVING THE PROPOSAL FROM LIMNOLOGY INFORMATION & FRESHWATER ECOLOGY INC. FOR THE TREATMENT OF THE VILLAGE POND

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

RESOLVED, that the proposal submitted from Limnology Information & Freshwater Ecology Inc. for treatment of the Village pond, 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 McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #6 RESOLUTION #06-24 RESOLUTION AUTHORIZING THE RELEASE OF ESCROW FUNDS FOR 526 ROUTE 306

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

WHEREAS, on March 2, 2015, the Village Engineer recommended that St. James Marthoma Church post the sum of \$9,500.00 with the Village of Wesley Hills to be held in escrow for the completion of a parsonage at 526 Route 306, and

WHEREAS, on September 13, 2019, the Village refunded the amount \$8,000.00 which left a remaining balance of \$1,500.00, and

WHEREAS, by letter dated December 1, 2023, the Village received notification that the project has been abandoned and the property has been sold.

NOW, BE IT RESOLVED, that the Village Clerk of the Village of Wesley Hills is hereby directed to refund the sum of \$1,500.00 less the sum of \$250.00 to be retained by the Village of Wesley

Hills as and for an administration fee and the amount of \$34.50 for professional fees resulting in a net refund to be paid to the aforesaid St. James Marthoma Church in the amount of \$1,215.50.

Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #7

RESOLUTION #07-24

RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims, #21,467 through #21,518 in the aggregate amount of \$91,054.62 as set forth in Abstract #1/24 dated January 2, 2024, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #8

RESOLUTION #08-24

RESOLUTION APPROVING TRANSFER OF FUNDS

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

RESOLVED, that the transfers in the aggregate amount of \$150,000.00 as set forth in Abstract #1/24 dated January 2, 2024, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, this motion was carried unanimously.

ITEM #9-DISCUSSION: FACULTY HOUSING LAW

Mayor Katz stated that Mr. Selig has provided the draft law for the Boards review. Mayor Katz noted that the Major Road requirement was removed from this law in the latest revision. He speculated that this is because the law concerning school locations itself requires them to be on a Major Road, so that it was unnecessary to repeat it in this law. The Village Clerk was asked to clarify this and bring it to the attention of Frank Brown.

ITEM #10-MAYOR'S REPORTS

Speed Bumps – Pomona Heights

Mayor Katz reminded the Board that they received a request for speed bumps in the Pomona Heights area to address the speeding of vehicles and buses. The price per bump is \$109 and the cost for installation from the Town of Ramapo is \$100 per hour per person. Mayor Katz stated that the cost of signage was not provided. Mayor Katz and Board Members directed the Village Clerk to have the Village Engineer look at the locations of where the bumps should be located and signage.

Lime Kiln/Wilder Intersection

Mayor Katz stated that he forwarded an article to the County Superintendent that the traffic manual is being changed to allow for four way stop signs. Mayor Katz stated that he will follow up this week.

Harriet Lane/Skylark Drive

Mayor Katz stated that he received an email that there is no stop sign or yield sign at the end of Harriet & Skylark. Board Members agreed and directed the Village Clerk to speak with the Village Engineer about location.

Terrace Road Flooding

Mayor Katz stated that the Village is having the line tv' d on 1/4/24 to ensure that there is no break in the line.

Timber Trail Flooding

Mayor Katz stated that he received a report from the Village Engineer and will review and report back to the Board.

ITEM #10- VILLAGE CLERK/TREASURER'S REPORTS

Camille Guido-Downey stated that the Village received eleven complaints last month. The Village has also submitted the grant applications for Wilder Road sidewalks and the BridgeNY grant.

ADJOURNMENT

Trustee Cherns made a motion to adjourn, seconded by Trustee Schwartz. Upon vote, Yea: Mayor Katz, Trustee McPherson, Trustee Cherns, Trustee Schwartz, 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

RECEIVED
JAN 29 2024
VILLAGE OF WESLEY HILLS

January 24, 2024

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

RE: 2024 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 to avoid any interruption in highway maintenance services, 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,


Kassidi Wallis
Paralegal Specialist I

/kw
Enc.

AGREEMENT

AGREEMENT made as of the 1st day of January, 2024 by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York (hereinafter the "**TOWN**"), 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 and roads, 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. 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 service to the storm drainage system within the boundaries of the **VILLAGE**, for the period from January 1, 2024, through December 31, 2024, 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 Service's 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**. 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.

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 by the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways. It is further understood and agreed that this Agreement does not pertain to maintenance of, nor snow removal from, sidewalks. Nothing contained herein, however, shall be deemed to obligate the **TOWN** to make any capital improvements.

SIXTH: On or before March 31, 2024, 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, require immediate capital improvements and/or reconstruction and are below the standards for maintenance in the unincorporated area of the **TOWN**. Said list will include the **TOWN'S** cost estimate for performing all such improvements and/or reconstruction in the **VILLAGE**. Capital Improvements shall be defined as improvements which are necessary to maintain a road in a safe and useable condition beyond temporary repairs.

If in the joint opinion of the **VILLAGE'S** Licensed Engineer, and the **TOWN** Superintendent of Highways, said roads, streets, highways, and/or drainage systems cannot be properly maintained but require capital improvements or reconstruction by the **VILLAGE**, and after the **VILLAGE**, following notification of such joint opinion, has had reasonable opportunity 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 of the **TOWN**, the amount of future payments by the **VILLAGE** pursuant to this agreement shall be reduced proportionately. In addition, the **VILLAGE** agrees that it will assume liability for damages or claims made by third parties and/or indemnify the **TOWN** for all costs and fees resulting from the **VILLAGE'S** failure to make such capital improvements. 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, 2025.

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 the **VILLAGE** provides written notification to the **TOWN** of the existence of such defective, unsafe or dangerous condition, or, unless the **TOWN** has received written notification of such defective, unsafe or dangerous

condition from a third party. Such notice to the **TOWN** must have been in writing and provided to the Town Clerk or the Superintendent of Highways in accordance with the local 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**.

NINTH: **A)** the **TOWN** shall name the **VILLAGE** as an additional insured on its liability policy. The **TOWN** does hereby indemnify and hold harmless the **VILLAGE** for the negligence of the **TOWN**, its agents and employees, including the cost of any defense of the **VILLAGE**. This provision shall not 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**, 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, the **TOWN shall not be liable for any injury to person or property that would have been obviated by such local law, and the VILLAGE agrees to fully indemnify and hold the TOWN harmless from any and liability in any form.**

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

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 other right.

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 and any such waiver or change shall be effective only in the specific instance and for the purpose for which given, provided, however, that the **TOWN** may delegate, in writing, the power to waive or approve any requirement or action which, under the terms of this Agreement, may be waived or approved by the **TOWN**.

TWELFTH: The parties contemplate that they may extend this Agreement beyond December 31, 2024. 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, 2024 and the parties shall use their best efforts to come to terms no later than October 15, 2024, 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

(b) to the **TOWN** at the address first set forth above, marked Attention: Supervisor.

Notice shall be deemed given when actually delivered to the **TOWN's** Supervisor or the **VILLAGE's** Mayor or when deposited with the post office registry clerk or an official U.S. Post Box. 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 mailed.

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

ATTEST:

TOWN OF RAMAPO

Town Clerk

By: _____
Michael B. Specht, Supervisor

ATTEST:

VILLAGE OF WESLEY HILLS

Village Clerk

By: _____
Marshall Katz, Mayor

[illegible]

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

Notary Public

[illegible]

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

Notary Public

EXHIBIT A 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 - all year around, with a minimum of two times a year and as needed
- Culverts - maintenance on an as needed basis upon annual inspection of all culverts.
- Clean catch basins - Spring to beginning of snow season, on an as-needed basis after inspection of all catch basins
- Brush cutting - sight distance- all year around, with a minimum of once a year and as needed
- Snow removal - plowing and chemicals [sidewalks are specifically excluded]
- Traffic control signs (maintenance) (no new installation) – on “as needed” basis
- Maintain existing center and side line striping stop bars, school crossings and crosswalks – Fall – upon request of Village
- 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.
- Replace damage guide rail - on “as needed” basis
- Berms (asphalt curb repair) - on “as needed” basis

2. All requests for services to be performed shall be made by the **VILLAGE** to the **TOWN's** Highway Department. 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

1/1/24	\$36,507.84
2/1/24	\$36,507.84
3/1/24	\$36,507.84
4/1/24	\$36,507.84
5/1/24	\$36,507.84
6/1/24	\$36,507.84
7/1/24	\$36,507.84
8/1/24	\$36,507.84
9/1/24	\$36,507.84
10/1/24	\$36,507.84
11/1/24	\$36,507.84
12/1/24	\$36,507.84
	\$438,094.08



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

RECEIVED

JAN 26 2024

VILLAGE OF WESLEY HILLS

Item 3.

January 25, 2024

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

Re: 2024 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.

Additionally, please provide us with an updated certificate of insurance naming the Town as an additional insured and indicating that the insurance is primary to the Town of Ramapo, as described in paragraph 4 of the agreement.

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 2024, by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York 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**").

W I T N E S S E T H:

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 Eight Hundred and Twenty and no/100 (\$1,820.00) Dollars each time the sidewalks require to be plowed.

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** 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 or omission is claimed, and the **VILLAGE** agrees to pay the **TOWN** for defending such suit, all costs, expenses and reasonable attorney fees incurred therein or shall, at the **VILLAGE'S** own expense, defend any and all such actions.

TOWN OF RAMAPO

By: _____
Michael B. Specht, Supervisor

VILLAGE OF WESLEY HILLS

By: _____
Marshall Katz, Mayor

[illegible]

On this _____ day of _____, 2024, before me personally came Michael B. Specht, to me known, who, being by me duly sworn, did depose and say that he resides 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

[illegible]

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

Notary Public



ADOPTED

2024-52

Intermunicipal Agreement - Village of Wesley Hills - Snow Plowing (2024)

WHEREAS, the Town Board, by Resolution No. 2023-203, approved an Intermunicipal Agreement with the Village of Wesley Hills for the year 2023, by which the Town provided snow plowing for certain sidewalks within the Village, and

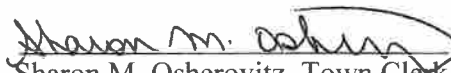
WHEREAS, the Village of Wesley Hills wishes for the Town to continue to provide said snow plowing services for 2024 for the following sidewalks:

- 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 2024 for the **VILLAGE OF WESLEY HILLS** at a fee of \$1,820.00 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 [UNANIMOUS]
MOVER:	Brendel Charles, Councilwoman
SECONDER:	Michael Rossman, Councilman
AYES:	Michael B. Specht, Brendel Charles, Michael Rossman
ABSENT:	David Wanounou, Yehuda Weissmandl


Sharon M. Osherovitz, Town Clerk

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Agency Use Only [If applicable]	
Project:	Item 4.
Date:	

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Village of Wesley Hills Name of Lead Agency	February 7, 2024 Date
Marshall Katz Print or Type Name of Responsible Officer in Lead Agency	Mayor Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

Village Clerk

From: Kara Kennedy <kara@staglo.com>
Sent: Friday, September 22, 2023 10:58 AM
To: Village Clerk
Subject: 475 Route 306

Good morning,

Please issue a refund for the \$1500 escrow submitted with the planning board application for the above referenced site.

Thank you,
Kara Kennedy
Station-Glo of New England Inc



JPMorgan Chase Bank, N.A.
www.Chase.com
1-2/210

08/02/2023

****1,500.00**

One thousand five hundred and 00/100 *****

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