



BOARD OF TRUSTEES MEETING AGENDA

June 04, 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.](#) May 7, 2024

PUBLIC HEARINGS

- [2.](#) Continued Public Hearing - A Local Law Amending the Code of the Village of Wesley Hills to Revise the Zoning Law in Relation to Faculty Housing at Schools

RESOLUTIONS/DISCUSSIONS

- [3.](#) Discussion: Drainage Easement 2 Ardley Place
- [4.](#) Resolution Approving Speed Bumps on Willow Tree Road
- [5.](#) Approval of a Contract with Civil Design Works for Engineering Services
- [6.](#) Resolution Authorizing the Reduction of Letter of Credit for AMS Acquisitions
- [7.](#) Resolution Awarding the Contract for the RFP - Holland Lane Drainage Improvement Project
- [8.](#) Resolution Approving Abstracts of Audited Claims
- [9.](#) Resolution Approving Transfer of Funds

REPORTS

- [10.](#) Mayor
- [11.](#) Village Clerk/Treasurer
- [12.](#) Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

May 07, 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
Milton Schwartz, Deputy Mayor
Yisroel Cherns, Trustee
Joseph Mause, Trustee (late)
Tova Krull, Trustee (late)

MEMBERS ABSENT:

None

OTHERS PRESENT:

Benjamin Selig, Esq. Village Attorney (Zoom)
Camille Guido - Downey, Village Clerk-Treasurer

Mayor Katz opened the meeting at 7:05 pm followed by the pledge of allegiance.

ITEM #1

RESOLUTION #51-24

APPROVAL OF MINUTES

Trustee Schwartz made a motion to approve the minutes of April 16, 2024, seconded by Trustee Cherns. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, this motion was carried unanimously.

ITEM #2

RESOLUTION #52-24

RESOLUTION APPROVING & ACCEPTING THE MAY 2024 BUDGET AMENDMENT

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

RESOLVED, that the Village of Wesley Hills May 2024 Budget Amendment as prepared by the Village Clerk-Treasurer of the Village of Wesley Hills be and the same is hereby approved and accepted.

Discussion:

Mayor Katz stated that the Village Clerk has submitted a letter dated May 3, 2024, which describes the correction to the Taxable Assessed Value and Tax Rate that was just adopted.

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

ITEM #3

RESOLUTION #53-24

RESOLUTION LEVYING TAXES

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

WHEREAS, a resolution is needed to levy the total taxes and other charges extended and levied against each parcel of real property shown on the tax roll prepared and verified by the assessors for the 2024-2025 fiscal year.

RESOLVED, that there be levied and assessed against the real property in the Village of Wesley Hills for the following sums for Village government and other charges for the fiscal year 2024-2025 with the tax rate of 7.4006 per \$1,000.00 of assessed valuation.

General Fund: \$903,363.00

BE IT FURTHER RESOLVED, that this information shall be published by the Village Clerk in the manner provided by law.

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

ITEM #4 **RESOLUTION #54-24**
RESOLUTION APPROVING THE PROPOSAL WITH BROOKER ENGINEERING (A
DIVISION OF WESTON & SAMPSON), PLLC FOR ENGINEERING SERVICES FOR THE
2024-2025 YEAR

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

RESOLVED, that the 2024-2025 Proposal and Fee Schedule for Engineering Consulting Services for the Village of Wesley Hills by Brooker Engineering a division of Weston & Sampson), PLLC, a copy of which is made a part of the Minutes of this Board, is hereby approved and the Mayor is authorized to indicate approval of such agreement on said document on behalf of the Village of Wesley Hills.

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

ITEM #5 **RESOLUTION #55-24**
RESOLUTION AUTHORIZING THE PUBLICATION OF THE NOTICE TO BIDDERS FOR
THE HOLLAND LANE DRAINAGE PROJECT

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

RESOLVED, that the Village of Wesley Hills authorizes the Village Clerk-Treasurer to place an advertisement in the newspaper for the Notice to Bidders for the Holland Lane Drainage Improvements Project, a copy of which is made a part of the Minutes of this Board, is hereby approved.

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

ITEM #6 **RESOLUTION #56-24**
RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims #21698 through #21867 in the aggregate amount of \$113,859.05 as set forth in Abstract #5/24 dated May 7, 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 Schwartz, Trustee Cherns, this motion was carried unanimously.

ITEM #7

RESOLUTION #57-24

RESOLUTION APPROVING TRANSFER OF FUNDS

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

RESOLVED, that the transfers in the aggregate amount of \$150,000.00 as set forth in Abstract #5/24 dated May 7, 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 Schwartz, Trustee Cherns, this motion was carried unanimously.

ITEM #8- MAYOR'S REPORTS

Passover Dumpsters

Mayor Katz stated that the Village has once again experienced several commercial contractors trying to dump debris. This year there was one container full of construction materials. For next year the Village should consider a reduction in the time the dumpsters are here, supervision, extra curbside pick-up etc.

Rockland Green RFP

Mayor Katz stated that the Village's garbage contract is up, and the draft was provided to the Board for review. Mayor Katz and Board Members are interested to see what the cost of curbside pick up is. Rockland Green has also placed in the bid for a future food waste pilot program. Mayor Katz requested that the Village Clerk supply Rockland Green with the Village's comments on the RFP.

Harriet/Tammy Stop Sign

Mayor Katz and Board Members reviewed the three emails the Mayor received in reference to the proposed stop sign at Harriet & Tammy Road. Board Members stated that they are not interested in having the stop sign installed now due to the low interest. Mayor Katz stated that since Trustee Mause lives close by, please report back should you see a need to install, otherwise the Village will wait.

McNamara Road & E Willow Tree Road Intersection

Trustee Mause stated that the intersection of McNamara Road & E Willow Tree Road is a dangerous intersection and there are also accidents there. Mayor Katz requested the Village Clerk to obtain accidents reports for the past 5 years for review.

Ed McPherson Memorial

Mayor Katz stated that the memorial for Ed will be Sunday, June 2 at 1pm at the barn in the Pomona Country Club. Mayor Katz stated that the Village will see if Ed's family is open to the Village bringing the plaque to the memorial instead of having a separate event at Village Hall.

Sidewalk Funds

Mayor Katz stated that the Town of Ramapo is working on funding for the Town & Villages for transportation needs including sidewalks. Mayor Katz will draft a letter to NYS Assemblyman Lawler as requested.

ITEM #9- VILLAGE CLERK-TREASURER'S REPORTS

Camille Guido-Downey provided the Board with the monthly financial dashboard for review. The Village received 48 complaints last month. The final report for the records management grant has been submitted to the State. The Village is working with the County Clerks office to hold a passport drive at Village Hall. We are entering tax collection time and also budget close out time. The Village is currently out for bid for the drainage work on Holland Lane.

Upcoming Meetings:

May 21	Workshop Meeting
June 4	Regular Meeting
June 18	Workshop Meeting
July 2	Regular Meeting
July 16	Workshop Meeting
August 6	Regular Meeting
August 20	Workshop Meeting

ITEM #10- VILLAGE ATTORNEY'S REPORTS

Ben Selig stated that he has not had any follow up conversations with the Monsey Fire Department.

ADJOURNMENT

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

Respectfully Submitted,
Camille Guido-Downey

**ROCKLAND COUNTY DEPARTMENT OF PLANNING
REFERRAL FORM FOR GENERAL MUNICIPAL LAW REVIEWS**

Municipality: Village of Wesley Hills

Date Sent: February 8, 2024

Board: ☐ Planning ☐ ZBA ☒ Town/Village **Meeting Date:** April 2, 2024

File Name Local Law #1 of 2024-Faculty Housing

Contact Person Camille Guido-Downey, Village Clerk

Village of Wesley Hills

Address 432 Route 306, Wesley Hills, NY 10952

Referral Agencies

(Please indicate the agencies that have also received copies of this application)

- ☐ RC Highway Department
☐ RC Division of Environmental Resources
☐ RC Drainage Agency
☐ RC Department of Environmental Health (Sewers, Water, Mosquito Code, Underground Tanks)
☐ RC Sewer District #1
☐ NYS Department of Environmental Conservation
☐ NYS Department of Transportation
☐ NYS Thruway Authority
☐ NY-NJ Trail Conference (Long Path)
☐ Palisades Interstate Park Commission
☐ US Army Corps of Engineers
☐ Cornell Cooperative Extension of Rockland County
☒ Adjacent Municipality --- Town of Ramapo, Montebello, New Hempstead, Pomona
☐ Other _____

Pursuant to the General Municipal Law Article 12-B, Section

239 (n): _____

239 (l) & (m): ☐ Site Plan ☐ Variance ☐ Special Permit ☐ Zone Change/Amendment

☒ Other – Please list A Local Law amending the Zoning Code of the Village of

Wesley Hills in relation to Faculty Housing.

Location of Parcel(s) Village of Wesley Hills

Acreage of Parcel (s) _____

Existing Sq. Footage _____ **Proposed Sq. Footage** _____

The Property in Question Lies Within 500 Feet of:

- | | |
|---|--|
| ☐ County Road | ☐ State Road, Thruway, or Parkway |
| ☐ County Stream | ☐ State Park |
| ☐ County Park | ☐ Village, Town, or County Boundary |
| ☐ County or State Facility | ☐ The Long Path |

Map _____ **Block** _____ **Lot(s)** _____ **Map Date:** _____ **Current Zoning:** _____

Brief Project Description: A Local Law amending the Zoning Code of the Village of Wesley Hills in relation to Faculty Housing.

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF
WESLEY HILLS, TO REVISE THE ZONING LAW IN RELATION
TO FACULTY HOUSING AT SCHOOLS.

BE IT ENACTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WESLEY
HILLS, as follows:

Section 1. Legislative Intent. The Board of Trustees acknowledges that the operation of kindergarten through 12th grade schools within the Village of Wesley Hills is desirable, provided that such schools are in compliance with the requirements of the Zoning Law. The Board of Trustees has been made aware that qualified faculty of such schools have found it difficult to obtain affordable housing near the Village. The Board of Trustees therefore finds that it is appropriate to allow schools with a dormitory, in order to attract and maintain qualified faculty, under appropriate conditions to provide accessory on-campus housing for its faculty.

Section 2. Amendment to Zoning Law. The following definition is hereby added to Section 230-5 of the Code of the Village of Wesley Hills, to follow the definition of "PLANT HEALTH MATERIALS", to read as follows:

PRACTICAL ACCESS - For all accessory uses and special permit uses for which practical access to a major road is a requirement, the phrase "practical access" means that it must be reasonably possible for actual vehicular access to be designed and constructed along the particular frontage under consideration for that use. It does not require that such access must be constructed or included in an approved site plan if the Planning Board, in the exercise of its discretion, deems it to be in the public interest for the actual vehicular access to be designed along the available frontage of a different road.

Section 3. Amendment to Zoning Law. Section 230-26I of the Code of the Village of Wesley Hills is hereby amended by adding thereto a new Subsection I(17), to read as follows:

- (17) Schools which contain faculty housing units shall comply with the following additional requirements:
 - (a) Each faculty housing unit shall be set back at least 50 feet from any street.
 - (b) Faculty housing shall only be approved for schools meeting all of the following requirements: (1) the

school has at least 4 grade level classes from kindergarten through 12th grade; (2) the school has a dormitory located on the same site; (3) the school shall have been in operation within the Village for at least 3 years; and (4) the school can demonstrate the need for on-campus faculty housing.

- (c) Faculty housing units shall not exceed an average of 2,250 square feet per housing unit, and no faculty housing unit shall exceed 2,500 square feet in any event.
- (d) Except as expressly stated in this Subsection I, faculty housing shall comply with the bulk regulations of the underlying zoning district, including but not limited to height and number of stories. Where there is a conflict between this Subsection and the requirements pertaining to the underlying zoning district, the more restrictive requirement shall apply.
- (e) Any special permit issued to an applicant for faculty housing shall specify, as a condition thereof, the maximum number of faculty housing units authorized on the lot. In no event shall the maximum number of faculty housing units exceed any of the following limits: (1) 40% of the number of faculty members of the school as defined in this Subsection I(17)(i); (2) 7.5% of the average number of active pupils during the most recent 3 years prior to the application; and (3) the ratio of 2.0 units per acre of net lot area.
- (f) Net lot area, as referred to in the previous paragraph, shall be calculated with the same deductions as set forth for minimum lot area in Subsections I(2) and I(3). A school containing faculty housing must satisfy all of the following requirements related to lot area: the minimum lot area requirement set forth in Subsection I(1) (which will determine the maximum number of pupils authorized to be enrolled in the school), the ratio to net lot area requirement set forth in Subsection I(17)(e) (which will determine the maximum number of authorized faculty housing units), and the net lot area requirement set forth in Subsection I(16)(b) (which will determine the maximum number of persons authorized to reside in the dormitory). The same lot area may be used to satisfy all of those requirements simultaneously.
- (g) Any application to add or include faculty housing as

an accessory use to a school shall include, in addition to other items which may be required by the Planning Board, a written statement setting forth information regarding faculty residency restrictions and policies, security provisions (including, without limitation, fencing, lighting, and supervision), and emergency services.

- (h) In addition to any other off-street parking required for a school and accessory uses, there shall be 1 parking space provided for each faculty housing unit. Such parking spaces shall be in close proximity to the faculty housing units, as determined by the Planning Board.
- (i) Faculty housing units shall be occupied only by employed faculty members, as defined in Subsection I(17)(j), of the school being operated on the premises of which the housing units are located, and the spouses of such faculty members and their children up to the age of 25 years or their disabled children of any age. The faculty member to whom the housing unit is assigned must occupy such unit as his or her primary residence. Only one family may occupy a faculty housing unit, irrespective of the number of family members employed as faculty members by the school.
- (j) For purposes of this Subsection I(17), the term "faculty member" who qualifies for on-premises housing shall mean a person employed by the school on a full-time or part-time basis, for no fewer than 22 hours per week, and whose duties include at least one of the following: (1) providing instruction to students for at least 2 classes for at least 1 instructional semester, or (2) providing on-site physical or psychological therapeutic or support services to a student or students, or (3) administrative employees such as a principal, assistant principal, or department chairperson.
- (k) On or before September 1st of each year, the school, by one of its officers, shall submit a signed and notarized affidavit to the Village Clerk, which affidavit shall contain the following information:
 - (1) The name of the school.
 - (2) The name, position or title, and housing unit number of each faculty member occupying

a faculty housing unit.

- (3) Certification that the faculty member occupying the housing unit is or will be employed by the school for the upcoming school year or part thereof (if only part of the school year, the intended employment end date shall be specified).
 - (4) Certification that the faculty member occupying the housing unit has been expressly advised, by written notice, that his or her occupancy of the housing unit is governed by the terms of this provision of the Zoning Law and of the special permit issued by the Planning Board, is further dependent upon his or her continued employment by the school, and that the housing unit must be vacated within 30 days after termination of such employment. A copy of such written notice shall be annexed annually to the affidavit filed with the Village Clerk.
 - (5) In the event that there is a change in occupancy of any housing unit that is not reported on the annual filing required by this Subsection I(17)(k), then within 30 days after such change the school shall file with the Village Clerk the information required in subdivisions (1) through (4) of this Subsection with respect to such new occupant.
 - (6) Failure to provide the affidavit required by this Subsection I(17)(k), or the inclusion of knowingly false, inaccurate, or misleading information in such affidavit, shall constitute a violation of this chapter and may constitute the basis for denial or revocation of the special permit, building permit, or certificate of occupancy for the faculty housing, and for all other applicable remedies.
- (1) No certificate of occupancy for any faculty housing unit shall be issued unless and until the school has been issued a certificate of occupancy.

- (m) If the property is sold or transferred to another school and/or operator, that school and/or operator will require a new special permit (as another school may not be operating in the identical manner). If the property is sold or transferred for any use other than a school, the status of the residential use of all faculty housing units on the property shall expire, and there shall be no as-of-right to continue the residential use of any such units. Certificates of occupancy for all such units shall be terminated and shall be of no force and effect without any further action by the Village.

Section 4. Severability. The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, unlawful, or unenforceable, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase thereof, which shall remain in full force and effect.

Section 5. Effective Date. This local law shall become effective ten days after publishing, posting and filing with the Secretary of State.

A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF
WESLEY HILLS, TO REVISE THE ZONING LAW IN RELATION
TO FACULTY HOUSING AT SCHOOLS.

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school has at least 4 grade level classes from kindergarten through 12th grade; (2) the school has a dormitory located on the same site; (3) the school shall have been in operation within the Village for at least 3 years; and (4) the school can demonstrate the need for on-campus faculty housing.

- (c) Faculty housing units shall not exceed an average of 2,250 square feet per housing unit, and no faculty housing unit shall exceed 2,500 square feet in any event.
- (d) Except as expressly stated in this Subsection I, faculty housing shall comply with the bulk regulations of the underlying zoning district, including but not limited to height and number of stories. Where there is a conflict between this Subsection and the requirements pertaining to the underlying zoning district, the more restrictive requirement shall apply.
- (e) Any special permit issued to an applicant for faculty housing shall specify, as a condition thereof, the maximum number of faculty housing units authorized on the lot. In no event shall the maximum number of faculty housing units exceed any of the following limits: (1) 40% of the number of faculty members of the school as defined in this Subsection I(17)(i); (2) 7.5% of the average number of active pupils during the most recent 3 years prior to the application; and (3) the ratio of 2.0 units per acre of net lot area.
- (f) Net lot area, as referred to in the previous paragraph, shall be calculated with the same deductions as set forth for minimum lot area in Subsections I(2) and I(3). A school containing faculty housing must satisfy all of the following requirements related to lot area: the minimum lot area requirement set forth in Subsection I(1) (which will determine the maximum number of pupils authorized to be enrolled in the school), the ratio to net lot area requirement set forth in Subsection I(17)(e) (which will determine the maximum number of authorized faculty housing units), and the net lot area requirement set forth in Subsection I(16)(b) (which will determine the maximum number of persons authorized to reside in the dormitory). The same lot area may be used to satisfy all of those requirements simultaneously.
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an accessory use to a school shall include, in addition to other items which may be required by the Planning Board, a written statement setting forth information regarding faculty residency restrictions and policies, security provisions (including, without limitation, fencing, lighting, and supervision), and emergency services.

- (h) In addition to any other off-street parking required for a school and accessory uses, there shall be 1 parking space provided for each faculty housing unit. Such parking spaces shall be in close proximity to the faculty housing units, as determined by the Planning Board.
- (i) Faculty housing units shall be occupied only by employed faculty members, as defined in Subsection I(17)(j), of the school being operated on the premises of which the housing units are located, and the spouses of such faculty members and their children up to the age of 25 years or their disabled children of any age. The faculty member to whom the housing unit is assigned must occupy such unit as his or her primary residence. Only one family may occupy a faculty housing unit, irrespective of the number of family members employed as faculty members by the school.
- (j) For purposes of this Subsection I(17), the term "faculty member" who qualifies for on-premises housing shall mean a person employed by the school on a full-time or part-time basis, for no fewer than 22 hours per week, and whose duties include at least one of the following: (1) providing instruction to students for at least 2 classes for at least 1 instructional semester, or (2) providing on-site physical or psychological therapeutic or support services to a student or students, or (3) administrative employees such as a principal, assistant principal, or department chairperson.
- (k) On or before September 1st of each year, the school, by one of its officers, shall submit a signed and notarized affidavit to the Village Clerk, which affidavit shall contain the following information:
 - (1) The name of the school.
 - (2) The name, position or title, and housing unit number of each faculty member occupying

a faculty housing unit.

- (3) Certification that the faculty member occupying the housing unit is or will be employed by the school for the upcoming school year or part thereof (if only part of the school year, the intended employment end date shall be specified).
- (4) Certification that the faculty member occupying the housing unit has been expressly advised, by written notice, that his or her occupancy of the housing unit is governed by the terms of this provision of the Zoning Law and of the special permit issued by the Planning Board, is further dependent upon his or her continued employment by the school, and that the housing unit must be vacated within 30 days after termination of such employment. A copy of such written notice shall be annexed annually to the affidavit filed with the Village Clerk.
- (5) In the event that there is a change in occupancy of any housing unit that is not reported on the annual filing required by this Subsection I(17)(k), then within 30 days after such change the school shall file with the Village Clerk the information required in subdivisions (1) through (4) of this Subsection with respect to such new occupant.
- (6) Failure to provide the affidavit required by this Subsection I(17)(k), or the inclusion of knowingly false, inaccurate, or misleading information in such affidavit, shall constitute a violation of this chapter and may constitute the basis for denial or revocation of the special permit, building permit, or certificate of occupancy for the faculty housing, and for all other applicable remedies.
- (1) No certificate of occupancy for any faculty housing unit shall be issued unless and until the school has been issued a certificate of occupancy.

- (m) If the property is sold or transferred to another school and/or operator, that school and/or operator will require a new special permit (as another school may not be operating in the identical manner). If the property is sold or transferred for any use other than a school, the status of the residential use of all faculty housing units on the property shall expire, and there shall be no as-of-right to continue the residential use of any such units. Certificates of occupancy for all such units shall be terminated and shall be of no force and effect without any further action by the Village.

Section 4. Severability. The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, unlawful, or unenforceable, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase thereof, which shall remain in full force and effect.

Section 5. Effective Date. This local law shall become effective ten days after publishing, posting and filing with the Secretary of State.



Rockland County

Ed Day, Rockland County Executive

DEPARTMENT OF PLANNING

Dr. Robert L. Yeager Health Center

50 Sanatorium Road, Building T

Pomona, New York 10970

Phone: (845) 364-3434 Fax: (845) 364-3435

Douglas J. Schuetz
Acting Commissioner

Richard M. Schiafo
Deputy Commissioner

March 28, 2024

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

Tax Data:

Re: GENERAL MUNICIPAL LAW REVIEW: Section 239 L and M
Map Date:

Date Review Received: 02/08/2024**Item: VILLAGE OF WESLEY HILLS - FACULTY HOUSING (Whi-187A)**

Local Law to establish requirements in order to permit faculty housing associated with kindergarten - 12th grade schools within the Village. These requirements must be met as part of the special permit standards for schools, if faculty housing is proposed. A definition for "practical access" is also proposed to be added to the Zoning Code.

Residential zoning districts

Reason for Referral:

County and State highways and parks; County streams and facilities; adjacent municipalities

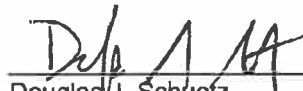
The County of Rockland Department of Planning has reviewed the above item. Acting under the terms of the above GML powers and those vested by the County of Rockland Charter, I, the Commissioner of Planning, hereby:

***Approve**

Since the proposed Local Law will have no adverse impacts on any County-wide interests, this matter is remanded for local determination.

1 The following additional comment is offered strictly as an observation and is not part of our General Municipal Law (GML) review. The board may have already addressed this point or may disregard it without any formal vote under the GML process:

1.1 The proposed Section 230-261(17)(m) contains a spelling error. The word "ne" in the final sentence shall be corrected to "be".



Douglas J. Schuetz
Acting Commissioner of Planning

cc: Mayor Marshall Katz, Wesley Hills
New York State Department of Transportation
Rockland County Department of Health
Rockland County Drainage Agency

VILLAGE OF WESLEY HILLS - FACULTY HOUSING (Whi-187A)

Rockland County Highway Department
Rockland County Sewer District No. 1

Town of Ramapo Planning Board
Villages of Montebello, New Hempstead, &
Pomona Planning Boards

Rockland County Planning Board Members

**The proposed action is deemed to have no significant negative impact on nearby municipalities, County or State roads or facilities, County Parks or Drainage Systems or the surrounding Neighborhood Character and, therefore, the ACTION IS FOR LOCAL DETERMINATION. Approval does not necessarily mean we endorse this subject action as desirable from the viewpoint of your municipality.*

The review undertaken by the County of Rockland Department of Planning is pursuant to, and follows the mandates of Article 12-B of the New York General Municipal Law. Under Article 12-B the County of Rockland does not render opinions, nor does it make determinations, whether the item reviewed implicates the Religious Land Use and Institutionalized Persons Act. The County of Rockland Department of Planning defers to the municipality forwarding the item reviewed to render such opinions and make such determinations if appropriate under the circumstances.

In this respect, municipalities are advised that under the Religious Land Use and Institutionalized Persons Act, the preemptive force of any provision of the Act may be avoided (1) by changing a policy or practice that may result in a substantial burden on religious exercise, (2) by retaining a policy or practice and exempting the substantially burdened religious exercise, (3) by providing exemptions from a policy or practice for applications that substantially burden religious exercise, or (4) by any other means that eliminates the substantial burden.

Proponents of projects are advised to apply for variances, special permits or exceptions, hardship approval or other relief.

Pursuant to New York State General Municipal Law §239-m(6), the referring body shall file a report of final action it has taken with the County of Rockland Department of Planning within thirty (30) days after final action. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

RECEIVED

Item 3.

APR - 4 2024

VILLAGE OF WESLEY HILLS



Richard H. Sarajian
Direct Line: (845) 205- 4553
Email: rsarajian@sbnewyorklaw.com

Paul S. Baum
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SARAJIAN & BAUM
PLLC

155 North Main Street
New City, New York 10956

March 29, 2024

Doris Ulman, Esq.
Deputy Village Attorney
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

Re: Rosenfeld
2 Ardley Place

Dear Ms. Ulman:

I am enclosing the proposed Declaration of Drainage Easement and Indemnity Agreement with regard to the above matter. These documents are submitted to comply with Comments #8 and #10 of the June 9, 2023 letter of Matthew Trainer from Brooker Engineering.

The applicant seeks approval from the Village Board to permit a fence and hedges to remain in the drainage easement on the westerly side of the property and will agree to defend and indemnify the Village from all losses and damages.

Kindly advise what is required in order to place this matter on an agenda of the Village Board for discussion.

Thank you for your attention and consideration.

Very truly yours,

SARAJIAN & BAUM, PLLC

PAUL S. BAUM

PSB/seb
Enc.
Cc: Zoning Board of Appeals

INDEMNITY AGREEMENT

INDEMNITY AGREEMENT (hereinafter "Agreement") made this ____ day of December 2023 between YITZCHOK ROSENFELD, whose address is 2 Ardley Place, Wesley Hills, NY 10952 (the "Indemnitor") and VILLAGE OF WESLEY HILLS, a municipal corporation with an address of 432 Route 306, Wesley Hills, NY 10952 (the "Village").

PRELIMINARY STATEMENT

A. Indemnitor is the owner of the real property located in the Village of Wesley Hills, Town of Ramapo, County of Rockland, State of New York, located at 2 Ardley Place, known as S/B/L 41.10-1-20 on the Town of Ramapo Tax Map ("Property"); and

B. Indemnitor has constructed a fence and planted hedges (the "Improvements") within a 15' drainage easement that lies along the westerly side of the Property; and

C. Indemnitor desires to maintain the Improvements in their current location; and

D. The Village is willing to allow the Improvements to be maintained in the drainage easement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Improvements may remain within the drainage easement at the risk of the Indemnitor, its successors and/or assigns.

2. In the event the Village is required to excavate in the drainage easement in order to facilitate a repair or replacement of the line located within the drainage easement, the damage to any of the Improvements shall be at the risk of the Indemnitor. Should the Village need to remove or damage the Improvements in furtherance of maintenance of the drainage easement or its public improvements therein, the Indemnitor, its successors and/or assigns, will not make any claim against the Village for such damage. Any repairs required to be made to the Improvements on the Property will be done at the cost and expense of the Indemnitor and at no cost or expense to the Village.

3. Upon the request of the Village, the Indemnitor will remove any of the Improvements required for the Village to perform such maintenance or repairs in the drainage easement. Should the Indemnitor, or its successors and/or assigns, fail to promptly remove any such Improvements, then the Village may do so at the sole expense of the Indemnitor.

4. Indemnitor covenants and agrees, at its sole cost and expense, to defend, indemnify, protect, and save the Village harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed

upon, incurred by or asserted or awarded against the Village and arising from the Improvements being located in the drainage easement.

5. No delay on the Village's part in exercising any right, power or privilege under this agreement shall operate as a waiver of any such privilege, power or right.

6. If Indemnitor consists of more than one person or entity, the obligations and liabilities of each such person or entity under this Agreement shall be joint and several. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed but one instrument. The joint and several liability of each Indemnitor who executes such counterpart of this Agreement shall be unaffected by a failure of any other Indemnitor to execute this Agreement or any counterpart.

7. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by certified mail, return receipt requested: (i) if to Indemnitor at its address(es) stated on the first page hereof; and (ii) if to the Village, at its address stated on the first page hereof, or at such other address of which a party shall have notified the party giving such notice in writing in accordance with the foregoing requirements.

8. No provision of this Agreement may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9. Except as herein provided, this Agreement shall be binding upon and inure to the benefit of Indemnitor and the Village and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Indemnitor has caused this Agreement to be executed as of the date first written above.

Yitzchok Rosenfield

VILLAGE OF WESLEY HILLS

By: _____

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

On the _____ day of December, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Yitzchok Rosenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

DECLARATION OF DRAINAGE EASEMENT

THIS DECLARATION OF DRAINAGE EASEMENT (this “Declaration”) made this ____ day of December, 2023 by YITZCHOK ROSENFELD, having an address at 2 Ardley Place, Monsey, NY 10952, (“Declarant”).

A. Declarant is the owner of certain real property consisting of the following:

1. Real property situate, lying and being in the Town of Ramapo, County of Rockland, New York and by deed from 29 Wilder LLC dated 12/22/20 and recorded in the Office of the Rockland County Clerk on 1/22/21 as Instrument No. 2021-00002668 and designated as Tax Lot 41.10-1-19 on the Town of Ramapo Tax Map (the “Burdened Property”).

2. Real property situate, lying and being in the Town of Ramapo, County of Rockland, New York and by deed from Maria Antonietta Pentrelli dated 9/23/19 and recorded in the Office of the Rockland County Clerk on 10/2/19 as Instrument No. 2019-00028120 and designated as Tax Lot 41.10-1-20 on the Town of Ramapo Tax Map (the “Benefitted Property”).

B. Declarant wishes to grant an easement over the Burdened Property in favor of the Burdened Property for drainage purposes.

NOW, THEREFORE, for and in consideration of the Introductory Statement, which is deemed a material and substantive part of this Declaration, and other good and valuable consideration, Declarant hereby declares, grants, covenants and agrees as follows:

1. Declarant hereby establishes and grants a perpetual nonexclusive 10’ wide Easement over the Burdened Property and in favor of the Benefitted Property as more particularly described in Schedule A attached hereto, for the purpose of maintaining and/or repairing a drainage pipe (the “Drainage Easement”), subject to the covenants and conditions contained herein, such easement shall be deemed a covenant and easement running with and binding upon the land.

2. The owner of Benefitted Property shall be responsible for 100% of all costs and expenses incurred in connection with the installation, repair, replacement, and maintenance of the lines installed within the Drainage Easement (collectively the “Maintenance”).

3. All Maintenance shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the easement area by any person or entity having a right to use the easement. Declarant hereby grants and establishes a temporary license area for the Maintenance and for incidental encroachments upon the Burdened Property, which may occur as a result of any Maintenance performed, so long as such encroachments are kept within the reasonable requirements of work which is expeditiously pursued, and so long as customary insurance is maintained protecting the owners of the Burdened Property on which such work is being performed from the risks involved.

4. Upon completion of any work within the Drainage Easement, the owner of the Benefitted Lot, or their contractors, shall restore any disturbed area, including any disturbance of the temporary license area, to substantially the same condition which existed prior to such work and shall grade and seed any disturbed areas.

5. Any mortgages encumbering all or any portion of the Drainage Easement shall at all times be subordinate to the terms of this Declaration and any party foreclosing any such mortgage or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

ABY EAST LLC

By: _____
Yitzchok Rosenfield

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

On the ____ day of December in the year 2023 before me, the undersigned, personally appeared **YITZCHOK ROSENFELD** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 Notary Public

Portion of
 Section: 41.10
 Block: 1
 Lots: 19
 Town: Ramapo
 County: Rockland

RECORD AND RETURN TO:

**PAUL S. BAUM, ESQ.
 SARAJIAN & BAUM PLLC
 155 NORTH MAIN STREET
 NEW CITY, NY 10956**

**10' WIDE DRAINAGE EASEMENT FOR TAX LOT 41.10-1-20 OVER TAX
LOT 41.10-1-19**

ALL That certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying, and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland and State of New York more particularly bounded and described as follows:

BEGINNING at a point on the Northerly line of tax lot 41.10-1-20, said point being S71°18'30"E, a distance of 74.24' from the Southwesterly corner of tax lot 41.10-1-19;

RUNNING THENCE through tax lot 41.10-1-19 the following courses and distances:

1. N 19°25'03" E, a distance of 9.05',
2. N 70°39'51" W, a distance of 59.46',
3. N 20°01'05" E, a distance of 126.42' to the existing drainage easement;

THENCE along the existing drainage easement S 70°56'20" E, a distance of 10.00';

THENCE through tax lot 41.10-1-19 the following courses and distances:

1. S 20°01'05" W, a distance of 116.46',
2. S 70°39'51" E, a distance of 59.35',
3. S 19°25'03" W, a distance of 18.94' to the Northerly line of tax lot 41.10-1-20;

THENCE along the Northerly line of tax lot 41.10-1-20 N 71°18'30" W, a distance of 10.01' to the POINT OF BEGINNING containing 1,948.44 Sq. Ft. More or less;

•
SUBJECT TO ANY RIGHT OF WAYS OR EASEMENTS ON RECORD



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

Item 3.

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)			Social Security number (SSN)
☒ Individual	Rosenfield, Yitzchok			
☐ Corporation	Mailing address			SSN
☐ Partnership	2 Ardley Place			
☐ Estate/Trust	City	State	ZIP code	Employer Identification Number (EIN)
☐ Single member LLC	Monsey	NY	10952	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN
☐ Other				
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)			SSN
☐ Individual				
☐ Corporation	Mailing address			SSN
☐ Partnership				
☐ Estate/Trust	City	State	ZIP code	EIN
☐ Single member LLC				
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)			Single member EIN or SSN
☐ Other				

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
41.10-1-19	392611	2 Ardley Place	Wesley Hills	Rockland

Type of property conveyed (mark an X in applicable box)

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1" style="display: inline-table;"> <tr> <td style="width: 20px; text-align: center;">month</td> <td style="width: 20px; text-align: center;">day</td> <td style="width: 20px; text-align: center;">year</td> </tr> </table>	month	day	year	Percentage of real property conveyed which is residential real property <u>100</u> % (see instructions)
month	day		year			
2 ☐ Residential cooperative	7 ☐ Office building					
3 ☐ Residential condominium	8 ☐ Four-family dwelling					
4 ☐ Vacant land	9 ☐ Other _____					
5 ☐ Commercial/industrial						

**Condition of conveyance
(mark an X in all that apply)**

a. ☐ Conveyance of fee interest	f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. ☐ Option assignment or surrender
b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)	g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. ☐ Leasehold assignment or surrender
c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)	h. ☐ Conveyance of cooperative apartment(s)	n. ☐ Leasehold grant
d. ☐ Conveyance to cooperative housing corporation	i. ☐ Syndication	o. ☒ Conveyance of an easement
e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. ☐ Conveyance of air rights or development rights	p. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. ☐ Contract assignment	q. ☐ Conveyance of property partly within and partly outside the state
		r. ☐ Conveyance pursuant to divorce or separation
		s. ☒ Other (describe) <u>Declaration of Easement</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0.00
2.	0.00
3.	0.00
4.	0.00
5.	0.00
6.	0.00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	
2.	
3.	

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature_____
Title_____
Grantee signature_____
Title_____
Grantor signature_____
Title_____
Grantee signature_____
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name Yitzchok Rosenfeld	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date


BROOKER ENGINEERING

 a division of Weston & SampsonSM

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

April 5, 2024

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

 RECEIVED
 VILLAGE OF WESLEY HILLS

APR 5 2024

 BUILDING,
 PLANNING & ZONING

Attn: Alicia Schultz, Deputy Village Clerk

 Re: 2 Ardley Place
 As-built Review (x3)

Dear Ms. Schultz,

Our office has reviewed the "Final Survey for 2 Ardley Pl", prepared by Anthony Celentano, P.L.S. last revised May 10, 2023. A site visit was last performed on April 5, 2024 to inspect the outstanding items within the Village right-of-way and installed drywells. At this time, we do not recommend the issuance of a Certificate of Occupancy.

It is noted that the during the time of construction at 2 Ardley Place, improvements had been constructed on the property at 29 Wilder Road (Tax Lot 41.10-1-19) including a trampoline, play area, fencing, and landscaping. Considering that the two lots are separate lots this may cause issues with zoning and the approval for the adjacent Neighborhood Gathering at 29 Wilder Road, Congregation Kol Yakov, based on how the site is being utilized. Trampoline and playset improvements are not consistent with the adjacent Neighborhood Gathering's temporary special permit. Location of accessory structure(s) may require a variance for side setback and front yard setback. Please note that the Temporary Special Permit approved by the Village Board on August 24, 2022, as Resolution #22-26, will expire on August 31, 2024.

We offer the following comments regarding the review for recommendation of Certificate of Occupancy for 2 Ardley Place:

1. Due to the as-built impervious surface ratio and, Applicant to confirm that the installed drywell system provides sufficient volume to demonstrate a net decrease in peak runoff rates for the 100-year, 24-hour storm. Additional drainage mitigation may be required.
2. The maximum building height calculation has been corrected and is measured at 26.18' as noted in the Bulk Table. This requires a variance and is referred to the Zoning Board of Appeals for further consideration.
3. The pool patio encroaches the 15' pool setback requirements along the northern property line. This requires a variance and is referred to the Zoning Board of Appeals for further consideration.
4. The Bulk Table has been updated to indicate a maximum impervious surface ratio of 0.30, exceeding the allowable ratio of 0.25. This requires a variance and is referred to the Zoning Board of Appeals for further consideration.
5. The installed 4"/6" SDR-35 drainage pipes on the north side of building are shown encroaching into the adjacent property to the North (29 Wilder) and daylighting into a 15'-wide drainage easement on the North side of 29 Wilder. A 'Proposed 10' Wide Drainage Easement for Tax Lot 41.10-1-20 Over Tax Lot 41.10-1-19' is now shown on the as-built survey. Easement is subject to review and acceptance by Village Attorney. Easement shall be filed with Rockland County Clerk and a copy of filed easement be provided to our office for record.
6. During the site visit, it was found that the 4" and 6" SDR-35 drainage pipes are installed on top of the other at the point of daylight. Applicant to provide additional information on how these pipes were installed and where the secondary line is from. Standing water was found in all four of the installed catch basins on the north side of the building. Inverts of the pipes to be provided on the survey and positive conveyance of runoff through the installed pipes to be demonstrated.

7. Fence and hedges appear to be located within the westerly 15' wide drainage easement on top of an existing drainage pipe. Fence & hedges shall be relocated east outside of the easement.
8. Hedges and grading along eastern property line to be relocated within the property or Applicant to seek approval from the Village Board. Please note that the allowable height for a fence along the front lot line is 4 feet. A 6-foot fence in the front yard must be setback at least 4 feet (2/3rds its height) from the property line to be in conformance. The survey has been updated to reflect the relocation of the previously installed fence out of the right-of-way. The fence appears to encroach within the allowable setback and is not in conformance. Furthermore, a concern was raised for fence/hedge location as it relates to sufficient sight distance. The setbacks required per code will assist with this issue. Our office requests that the survey provide a 25' sight distance triangle.
9. Signoff from the Town of Ramapo for sewer connection to be provided.
10. Contractor to confirm location of water service curb box and curb box to be brought to grade.
11. Roof leader inverts to be provided once drywells are cleaned of accumulated soil.
12. It appeared that the ripped inlet protection and accumulated soil remain within the two accessible drywells. Drywells shall be cleaned of sediment, as necessary. Inlet protection for the two drywells to be removed.
13. Soil to be removed from the existing catch basin in the Wilder Road R.O.W. immediately.
14. Disturbed areas with the Wilder Road R.O.W. are to be repaired with topsoil and seed. Remains of the concrete base for fence poles to be removed. It appears seed and hay have been placed previously but have since been washed away.

Our office will continue our review upon submission of a revised survey and satisfaction to the outstanding comments above.

Sincerely,

Devon Palmieri

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

Y:\VILLAGES\WH Wesley Hills\WH0171 - 2020 Plot Plans\2 Ardley Place\2024-04-05 As-Built Survey Review x3.docx



May 29, 2024

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

Attn: Camille Guido-Downey - Village Clerk

Re: Proposal for Engineering Services

Dear Mayor and Trustees,

Thank you for the opportunity to provide this proposal for engineering services to fulfill the 2024 fiscal year, effective June 1, 2024 through March 31, 2025.

Our proposed services will include the following:

1. Prepare limited reports, letters, memoranda, and/or opinions on engineering matters as may be required by the Mayor or the Village Board or the Building Department.
2. Review and inspection of all Road Opening Permits (limited to 1 inspection only. Large projects requiring multiple inspections should be included as a fee to the applicant, so this should not cost the Village out-of-pocket expenses and should be billable at our contract hourly rate).
3. Review building permit plot plans and perform field review of plot plans prior to issuance of a C.O. in coordination with the Building Department. Assist the building department in responding to complaints.
4. Review application submissions for subdivision and/or site plan approval and make recommendations on engineering matters to the Planning Board or Zoning Board of Appeals.
5. Provide field review of the construction of any required improvements for compliance with the subdivision or site plan approvals.
6. Coordinate and perform the field review for any annual road improvement projects. This does not include design and inspection work for capital projects that will be handled under a separate contract or per hourly rate schedule.
7. Prepare reports or recommendations for capital improvement projects and grant opportunities.
8. Attendance at the Stormwater Consortium and grant committee to maintain compliance with MS4 grant work.

Fee for Services

The fee for services will be invoiced monthly on a time/cost basis in accordance with the fee schedule below.

For capital improvement projects (such as sidewalk, curb and drainage improvement projects), MS4 Annual Reports, and annual stormwater mapping and inspections, we can provide services under a separate proposal when the scope and scale of those services are defined.

2024 Standard Billing Rates (Effective April 1, 2024 to March 31, 2025):

<u>Staff Member</u>	<u>Hourly Rate</u>
Engineers, Senior Engineers, P.E.	\$170.00
Engineers, E.I.T.	\$140.00
Senior Field Review Personnel	\$125.00
Staff Field Review Personnel	\$115.00
CADD Technical/Draftsperson	\$110.00
<u>Administrative</u>	
Assistance	\$70.00
Reproduction	Direct Cost + 10%
Messenger Service	Direct Cost + 10%

Please indicate your acceptance by signing below and returning it to our office at your earliest convenience.

We look forward to the opportunity to work with the Village of Wesley Hills and hope to continue the relationship in the years to come.

Sincerely,



Civil Design Works, LLC
Glenn McCreedy, P.E.
President



Civil Design Works, LLC
Stuart Strow, P.E.
Principal

Accepted By:

Print Name

Title

Signature

Date



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

April 10, 2024

Village of Wesley Hills
Village Board and Planning Board
432 Route 306
Wesley Hills, New York 10952

Attn: Camille Guido-Downey- Village Clerk

Re: AMS Acquisitions Subdivision
15 Terrace Road, LLC
Irrevocable Letter of Credit

Dear Ms. Guido-Downey,

Pursuant to the request of the builder, our office has inspected the site improvements completed to date to determine those items remaining to be completed, and thus the value of the Irrevocable Letter of Credit, or cash to be posted in favor of the Village of Wesley Hills, and in a form favorable to the Village Attorney. This is required to enable the Planning Board Chairperson to endorse the Final Plat allowing it to be filed in the County Clerk's Office. The acceptance of the Irrevocable Letter of Credit is subject to confirmation all of the metes and bounds easement descriptions, and the Final Plat have been appropriately revised to reflect those field changes that have occurred, and subject to review and approval by the Village Attorney. A copy of the Cost Estimate Form is attached.

193-15 Completion of Improvements A Endorsement of Plat

In accordance with Chapter 193, Article IV, 193-15 Completion of Improvements, A - Endorsement of Plat (2), an Improvement Cost Estimate Form has been provided, and is attached.

The estimate indicates the Irrevocable Letter of Credit, or cash shall be in the amount of \$ 99,099.90. This amount is to guarantee completion of the site improvements, with the exception of the final wearing course.

An escrow to be utilized for reimbursement of professional fees shall be 6% of that total or \$ 5,945.99.

193-15 Completion of Improvements B Issuance of Building Permits and Certificates of Occupancy

In accordance with Chapter 193, Article IV, 193-15 Completion of Improvements B -Issuance of Building Permits and Certificate of Occupancy (1), an Improvement Cost Estimate has been provided. The value of the final wearing course of the road is \$ 233,125.00. In accordance with the code requirements, an Irrevocable Letter of Credit shall be in the amount of $2 \times \$ 233,125 / 14 \text{ lots} = \$ 33,303.57$ per lot. This amount shall be posted by Irrevocable Letter of Credit in favor of the Village of Wesley Hills, or cash, and in a form favorable to the Village Attorney.

In accordance with the code, up to 12 building permits, or certificates of occupancy may be issued subject to receipt of the \$ 33,303.57 per lot, until such time when all site improvements are 100% completed. When the site improvements are 100% completed, the remaining 10% or 2 building permits may be issued.

Sincerely,



WESTON & SAMPSON, PE, LS, LA, Architects, PC
Eve Marie Mancuso, PE
Principal Engineer

Y:\VILLAGES\WH Wesley Hills\WH0161 - 15 Terrace Subdivision\4-10-24 Letter of Credit.docx

Village of Wesley Hills
Improvement Cost Estimate Form
Effective 11/23/2022 - REV 1/22/2024- REV 4/9/24

Project Name: 15 Terrace Rd

Section: 32.19 Block: 2 Lot: 4

Improvement Item Description	Quantity	Units	Unit Cost	Total Cost	% Complete	Est Cost Remaining	Notes
Site Preparation & Erosion Control							
Silt Fencing	5150	L.F.	\$10.00	\$51,500.00	90%	\$5,150.00	Maintenance is required until project is completed.
Construction Safety Fencing	2138	L.F.	\$20.00	\$42,760.00	90%	\$4,276.00	Maintenance is required until project is completed.
Stabilized Construction Entrance	2	Ea	\$1,500.00	\$3,000.00	80%	\$600.00	Maintenance is required until project is completed.
Temporary Swale	1248	L.F.	\$6.00	\$7,488.00	100%	\$0.00	
Inlet Protection	19	Ea.	\$150.00	\$2,850.00	75%	\$712.50	Maintenance is required until project is completed.
Temporary Sediment Basin	17640	C.F.	\$1.00	\$17,640.00	100%	\$0.00	
Temporary Seeding	60363	S.Y.	\$1.00	\$60,363.00	100%	\$0.00	
Soil Import	26473	C.Y.	\$20.00	\$529,460.00	100%	\$0.00	
Bedrock Excavation	754	C.Y.	\$100.00	\$75,400.00	100%	\$0.00	
Roadways and Parking Areas							
30 ft Wide Pavement	1700	L.F.	\$175.00	\$297,500.00	25%	\$223,125.00	Wearing course to be excluded from calculation
Curb - Concrete or Belgian Block	3600	L.F.	\$15.00	\$54,000.00	100%	\$0.00	
Gravel Walkway	12530	S.F.	\$4.00	\$50,120.00	98%	\$1,002.40	
Storm Drainage & Related Construction							
Stormwater Maintenance Access Road Pavers	12800	S.F.	\$3.00	\$38,400.00	100%	\$0.00	
Standard Catch Basin with Frame & Grate	17	Ea.	\$3,000.00	\$51,000.00	100%	\$0.00	
Standard Drainage Manhole with Frame & Grate	18	Ea.	\$3,000.00	\$54,000.00	100%	\$0.00	
Contech CDS2020-C	1	Ea.	\$5,000.00	\$5,000.00	100%	\$0.00	
Yard Inlet Catch Basins	5	Ea.	\$2,000.00	\$10,000.00	100%	\$0.00	
Outlet Structures	4	Ea.	\$5,000.00	\$20,000.00	100%	\$0.00	
Flared End Section	2	Ea.	\$1,000.00	\$2,000.00	100%	\$0.00	
8" PVC pipe	95	L.F.	\$22.00	\$2,090.00	100%	\$0.00	
8" PVC pipe	48	L.F.	\$22.00	\$1,056.00	100%	\$0.00	
12" RC pipe	20	L.F.	\$23.00	\$460.00	100%	\$0.00	
15" RC pipe	1866	L.F.	\$30.00	\$56,880.00	100%	\$0.00	
18" RC pipe	1762	L.F.	\$35.00	\$61,670.00	100%	\$0.00	
24" RC pipe	201	L.F.	\$40.00	\$8,040.00	100%	\$0.00	
60" HDPE Pipe	1025	L.F.	\$125.00	\$128,125.00	100%	\$0.00	
Rip-Rap	18	C.Y.	\$100.00	\$1,800.00	100%	\$0.00	
Sanitary Sewers & Water Mains							
8" Sewer Pipe - In new road	2186	L.F.	\$25.00	\$54,650.00	100%	\$0.00	
6" Lateral	335	L.F.	\$20.00	\$6,700.00	100%	\$0.00	
Sanitary Cleanout	22	Ea.	\$500.00	\$11,000.00	100%	\$0.00	
Standard Sewer Manhole with Frame & Grate	18	Ea.	\$3,000.00	\$54,000.00	100%	\$0.00	
8" Ductile Iron Pipe	2065	L.F.	\$45.00	\$92,925.00	100%	\$0.00	
Hydrant	4	Ea.	\$2,500.00	\$10,000.00	100%	\$0.00	
Landscaping							
Topsoil & Seeding	17000	S.Y.	\$9.00	\$153,000.00	75%	\$38,250.00	
Tree Removal	1	L.S.	\$100,000.00	\$100,000.00	100%	\$0.00	
Plantings	1	L.S.	\$37,500.00	\$37,500.00	100%	\$0.00	
Lighting							
Street Fixtures	4	Ea.	\$7,500.00	\$30,000.00	0%	\$30,000.00	
Miscellaneous Site Work							
Retaining Wall - Block	5489	S.F.	\$20.00	\$109,780.00	80%	\$0.00	
Chain link fence	1500	L.F.	\$16.00	\$24,000.00	60%	\$0.00	Split rail fencing
Street Signs	4	Ea.	\$100.00	\$400.00	0%	\$400.00	
Emergency Access Gate	2	Ea.	\$2,000.00	\$4,000.00	0%	\$4,000.00	
As-Built & Dedication Maps - Subdivision	14	Lot	\$500.00	\$7,000.00	0%	\$7,000.00	In progress
As-Built Maps - Site Plan	1	L.S.	\$2,500.00	\$2,500.00	0%	\$2,500.00	In progress
Monumentation	61	Ea.	\$100.00	\$6,100.00	0%	\$6,100.00	
Total				\$2,336,157.00	86%	\$323,115.90	Less \$ 223,125 = \$ 99,989.90
Inspection Fee 6%				\$140,169.42			\$19,386.95



February 6, 2024

Village of Wesley Hills
Village Board and Planning Board
432 Route 306
Wesley Hills, New York 10952

Attn: Camille Guido-Downey- Village Clerk

Re: AMS Acquisitions Subdivision
15 Terrace Road, LLC
Irrevocable Letter of Credit

Dear Ms. Guido-Downey,

Pursuant to the request of the builder, our office has again inspected the site improvements completed to date to determine those items remaining to be completed, and thus the value of the Irrevocable Letter of Credit, or cash to be posted in favor of the Village of Wesley Hills, and in a form favorable to the Village Attorney. This is required to enable the Planning Board Chairperson to endorse the Final Plat allowing it to be filed in the County Clerk's Office. The acceptance of the Irrevocable Letter of Credit is subject to confirmation all of the metes and bounds easement descriptions, and the Final Plat have been appropriately revised to reflect those field changes that have occurred, and subject to review and approval by the Village Attorney.

193-15 Completion of Improvements A Endorsement of Plat

In accordance with Chapter 193, Article IV, 193-15 Completion of Improvements, A - Endorsement of Plat (2), an Improvement Cost Estimate Form has been provided, and is attached.

The estimate indicates the Irrevocable Letter of Credit, or cash shall be in the amount of \$ 129,919.50. This amount is to guarantee completion of the site improvements, with the exception of the final wearing course.

An escrow to be utilized for reimbursement of professional fees shall be 6% of that total or \$ 7,795.01.

193-15 Completion of Improvements B Issuance of Building Permits and Certificates of Occupancy

In accordance with Chapter 193, Article IV, 193-15 Completion of Improvements B -Issuance of Building Permits and Certificate of Occupancy (1), an Improvement Cost Estimate has been provided. The value of the final wearing course of the road is \$ 233,125.00. In accordance with the code requirements, an Irrevocable Letter of Credit shall be in the amount of $2 \times \$ 233,125 / 14 \text{ lots} = \$ 33,303.57$ per lot. This amount shall be posted by Irrevocable Letter of Credit in favor of the Village of Wesley Hills, or cash, and in a form favorable to the Village Attorney.

In accordance with the code, up to 12 building permits, or certificates of occupancy may be issued subject to receipt of the \$ 33,303.57 per lot, until such time when all site improvements are 100% completed. When the site improvements are 100% completed, the remaining 10% or 2 building permits may be issued.

Sincerely,



WESTON & SAMPSON, PE, LS, LA, Architects, PC
Eve Marie Mancuso, PE
Principal Engineer

Y:\VILLAGES\WH Wesley Hills\WH0161 - 15 Terrace Subdivision\2-6-24 Letter of Credit.docx

Village of Wesley Hills
Improvement Cost Estimate Form
Effective 11/23/2022 - LAST REV 2/6/2024

Project Name: 15 Terrace Road Subdivision

Section: 32.19 Block: 2 Lot: 4

Improvement Item Description	Quantity	Units	Unit Cost	Total Cost	% Complete	Est Cost Remaining	Notes
Site Preparation & Erosion Control							
Silt Fencing	5150	L.F.	\$10.00	\$51,500.00	90%	\$5,150.00	Maintenance is required until project is completed.
Construction Safety Fencing	2138	L.F.	\$20.00	\$42,760.00	90%	\$4,276.00	Maintenance is required until project is completed.
Stabilized Construction Entrance	2	Ea.	\$1,500	\$3,000.00	80%	\$600.00	Maintenance is required until project is completed.
Temporary Swale	1248	L.F.	\$6.00	\$7,488.00	100%	\$0.00	
Inlet Protection	19	Ea.	\$150.00	\$2,850.00	75%	\$712.50	Maintenance is required until project is completed.
Temporary Sediment Basin	17840	C.F.	\$1.00	\$17,840.00	100%	\$0.00	
Temporary Seeding	60363	S.Y.	\$1.00	\$60,363.00	100%	\$0.00	
Soil Import	26473	C.Y.	\$20.00	\$529,460.00	100%	\$0.00	
Bedrock Excavation	754	C.Y.	\$100.00	\$75,400.00	100%	\$0.00	
Roadways and Parking Areas							
30 ft Wide Pavement	1700	L.F.	\$175.00	\$297,500.00	25%	\$223,125.00	to be excluded from calculation
Curb - Concrete or Belgian Block	3600	L.F.	\$15.00	\$54,000.00	100%	\$0.00	
Gravel Walkway	12530	S.F.	\$4.00	\$50,120.00	100%	\$0.00	
Storm Drainage & Related Construction							
Stormwater Maintenance Access Road Pavers	12800	S.F.	\$3.00	\$38,400.00	100%	\$0.00	
Standard Catch Basin with Frame & Grate	17	Ea.	\$3,000.00	\$51,000.00	100%	\$0.00	
Standard Drainage Manhole with Frame & Grate	18	Ea.	\$3,000.00	\$54,000.00	100%	\$0.00	
Contech CDS2020-C	1	Ea.	\$5,000.00	\$5,000.00	100%	\$0.00	
Yard Inlet Catch Basins	5	Ea.	\$2,000.00	\$10,000.00	100%	\$0.00	
Outlet Structures	4	Ea.	\$5,000.00	\$20,000.00	100%	\$0.00	
Flared End Section	2	Ea.	\$1,000.00	\$2,000.00	100%	\$0.00	
6" PVC pipe	95	L.F.	\$22.00	\$2,090.00	100%	\$0.00	
8" PVC pipe	48	L.F.	\$22.00	\$1,056.00	100%	\$0.00	
12" RC pipe	20	L.F.	\$23.00	\$460.00	100%	\$0.00	
15" RC pipe	1896	L.F.	\$30.00	\$56,880.00	100%	\$0.00	
18" RC pipe	1762	L.F.	\$35.00	\$61,670.00	100%	\$0.00	
24" RC pipe	201	L.F.	\$40.00	\$8,040.00	100%	\$0.00	
60" HDPE Pipe	1025	L.F.	\$125.00	\$128,125.00	100%	\$0.00	
Rip-Rap	18	C.Y.	\$100.00	\$1,800.00	100%	\$0.00	
Sanitary Sewers & Water Mains							
8" Sewer Pipe - In new road	2186	L.F.	\$25.00	\$54,650.00	100%	\$0.00	
6" Lateral	335	L.F.	\$20.00	\$6,700.00	100%	\$0.00	
Sanitary Cleanout	22	Ea.	\$500.00	\$11,000.00	100%	\$0.00	
Standard Sewer Manhole with Frame & Grate	18	Ea.	\$3,000.00	\$54,000.00	100%	\$0.00	
8" Ductile Iron Pipe	2065	L.F.	\$45.00	\$92,925.00	100%	\$0.00	
Hydrant	4	Ea.	\$2,500.00	\$10,000.00	100%	\$0.00	
Landscaping							
Topsoil & Seeding	17000	S.Y.	\$9.00	\$153,000.00	75%	\$38,250.00	
Tree Removal	1	L.S.	\$100,000.00	\$100,000.00	100%	\$0.00	
Plantings	1	L.S.	\$37,500.00	\$37,500.00	75%	\$9,375.00	shrubs remain to be planted
Lighting							
Street Fixtures	4	Ea.	\$7,500.00	\$30,000.00	0%	\$30,000.00	not completed
Miscellaneous Site Work							
Retaining Wall - Block	5489	S.F.	\$20.00	\$109,780.00	80%	\$21,956.00	
Chain link fence	1500	L.F.	\$16.00	\$24,000.00	60%	\$9,600.00	Split rail fencing
Street Signs	4	Ea.	\$100.00	\$400.00	0%	\$400.00	
Emergency Access Gate	2	Ea.	\$2,000.00	\$4,000.00	0%	\$4,000.00	
As-Built & Dedication Maps - Subdivision	14	Lot	\$500.00	\$7,000.00	0%	\$7,000.00	In progress
As-Built Maps - Site Plan	1	L.S.	\$2,500.00	\$2,500.00	0%	\$2,500.00	In progress
Monumentation	61	Ea.	\$100.00	\$6,100.00	0%	\$6,100.00	
Total				\$2,336,157.00	84%	\$363,044.50	
						\$233,125.00	
						\$129,919.50	
Inspection Fee 6%				\$140,169.42		\$7,795.17	

RECEIVED

DEC 12 2023

VILLAGE OF WESLEY HILLS



BROOKER ENGINEERING

a division of Weston & Sampson

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

December 5, 2023

Village of Wesley Hills
 Village Board and Planning Board
 432 Route 306
 Wesley Hills, New York 10952

Attn: Camille Guido-Downey- Village Clerk

Re: AMS Acquisitions Subdivision
 15 Terrace Road, LLC
 Irrevocable Letter of Credit

Dear Ms. Guido-Downey,

Pursuant to the request of the builder, our office has inspected the site improvements completed to date to determine those items remaining to be completed, and thus the value of the Irrevocable Letter of Credit, or cash to be posted in favor of the Village of Wesley Hills, and in a form favorable to the Village Attorney. This is required to enable the Planning Board Chairperson to endorse the Final Plat allowing it to be filed in the County Clerk's Office. The acceptance of the Irrevocable Letter of Credit is subject to confirmation all of the metes and bounds easement descriptions, and the Final Plat have been appropriately revised to reflect those field changes that have occurred, and subject to review and approval by the Village Attorney.

193-15 Completion of Improvements A Endorsement of Plat

In accordance with Chapter 193, Article IV, 193-15 Completion of Improvements, A - Endorsement of Plat (2), an Improvement Cost Estimate Form has been provided, and is attached.

The estimate indicates the Irrevocable Letter of Credit, or cash shall be in the amount of \$ 291,983.55. This amount is to guarantee completion of the site improvements, with the exception of the final wearing course.

An escrow to be utilized for reimbursement of professional fees shall be 6% of that total or \$ 17,519.01.

193-15 Completion of Improvements B Issuance of Building Permits and Certificates of Occupancy

In accordance with Chapter 193, Article IV, 193-15 Completion of Improvements B -Issuance of Building Permits and Certificate of Occupancy (1), an Improvement Cost Estimate has been provided. The value of the final wearing course of the road is \$ 233,125.00. In accordance with the code requirements, an Irrevocable Letter of Credit shall be in the amount of $2 \times \$ 233,125 / 14 \text{ lots} = \$ 33,303.57$ per lot. This amount shall be posted by Irrevocable Letter of Credit in favor of the Village of Wesley Hills, or cash, and in a form favorable to the Village Attorney.

In accordance with the code, up to 12 building permits, or certificates of occupancy may be issued subject to receipt of the \$ 33,303.57 per lot, until such time when all site improvements are 100% completed. When the site improvements are 100% completed, the remaining 10% or 2 building permits may be issued.

Sincerely,



WESTON & SAMPSON, PE, LS, LA, Architects, PC
Eve Marie Mancuso, PE
Principal Engineer

Y:\VILLAGES\WH Wesley Hills\WH0161 - 15 Terrace Subdivision\Letter of Credit.docx

EW
12/31/23

Village of Wesley Hills
Improvement Cost Estimate Form
Effective 11/23/2022 - REV 11/13/2023

Project Name: 15 Terrace Rd

Section: 32.19 Block: 2 Lot: 4

Improvement Item Description	Quantity	Units	Unit Cost	Total Cost	% Complete	Est Cost Remaining	Notes
Site Preparation & Erosion Control							
Site Fencing	5150	L.F.	\$10.00	\$51,500.00	75%	\$12,875.00	Maintenancels required until project is completed.
Construction Safety Fencing	2138	L.F.	\$20.00	\$42,760.00	90%	\$4,276.00	Maintenancels required until project is completed.
Stabilized Construction Entrance	2	Ea.	\$1,500.00	\$3,000.00	50%	\$1,500.00	Maintenancels required until project is completed.
Temporary Swale	1248	L.F.	\$6.00	\$7,488.00	100%	\$0.00	
Inlet Protection	19	Ea.	\$150.00	\$2,850.00	75%	\$712.50	Maintenancels required until project is completed.
Temporary Sediment Basin	17640	C.F.	\$1.00	\$17,640.00	100%	\$0.00	
Temporary Seeding	60363	S.Y.	\$1.00	\$60,363.00	75%	\$15,090.75	
Soil Import	26473	C.Y.	\$20.00	\$529,460.00	98%	\$10,589.20	
Bedrock Excavation	754	C.Y.	\$100.00	\$75,400.00	100%	\$0.00	
Roadways and Parking Areas							
30 ft Wide Pavement	1700	L.F.	\$175.00	\$297,500.00	25%	\$223,125.00	Wearing course to be excluded from calculation
Curb - Concrete or Belgian Block	3600	L.F.	\$15.00	\$54,000.00	85%	\$8,100.00	
Gravel Walkway	12530	S.F.	\$4.00	\$50,120.00	67%	\$16,539.60	
Storm Drainage & Related Construction							
Stormwater Maintenance Access Road Pavers	12800	S.F.	\$3.00	\$38,400.00	100%	\$0.00	
Standard Catch Basin with Frame & Grate	17	Ea.	\$3,000.00	\$51,000.00	100%	\$0.00	
Standard Drainage Manhole with Frame & Grate	18	Ea.	\$3,000.00	\$54,000.00	100%	\$0.00	
Contech CDS2020-C	1	Ea.	\$5,000.00	\$5,000.00	100%	\$0.00	
Yard Inlet Catch Basins	5	Ea.	\$2,000.00	\$10,000.00	100%	\$0.00	
Outlet Structures	4	Ea.	\$5,000.00	\$20,000.00	100%	\$0.00	
Flared End Section	2	Ea.	\$1,000.00	\$2,000.00	100%	\$0.00	
6" PVC pipe	95	L.F.	\$22.00	\$2,090.00	100%	\$0.00	
8" PVC pipe	48	L.F.	\$22.00	\$1,056.00	100%	\$0.00	
12" RC pipe	20	L.F.	\$23.00	\$460.00	100%	\$0.00	
15" RC pipe	1896	L.F.	\$30.00	\$56,880.00	85%	\$8,532.00	Drain to drain connection pipe to be installed after water main.
18" RC pipe	1762	L.F.	\$35.00	\$61,670.00	100%	\$0.00	
24" RC pipe	201	L.F.	\$40.00	\$8,040.00	100%	\$0.00	
60" HDPE Pipe	1025	L.F.	\$125.00	\$128,125.00	100%	\$0.00	
Rip-Rap	18	C.Y.	\$100.00	\$1,800.00	100%	\$0.00	
Sanitary Sewers & Water Mains							
8" Sewer Pipe - In new road	2186	L.F.	\$25.00	\$54,650.00	100%	\$0.00	
6" Lateral	335	L.F.	\$20.00	\$6,700.00	100%	\$0.00	
Sanitary Cleanout	22	Ea.	\$500.00	\$11,000.00	100%	\$0.00	
Standard Sewer Manhole with Frame & Grate	18	Ea.	\$3,000.00	\$54,000.00	100%	\$0.00	
8" Ductile Iron Pipe	2065	L.F.	\$45.00	\$92,925.00	50%	\$48,462.50	Material on site, Veolia deposits paid, trench rock hammering complete
Hydrant	4	Ea.	\$2,500.00	\$10,000.00	0%	\$10,000.00	
Landscaping							
Topsoil & Seeding	17000	S.Y.	\$9.00	\$153,000.00	75%	\$38,250.00	
Tree Removal	1	L.S.	\$100,000.00	\$100,000.00	100%	\$0.00	
Plantings	1	L.S.	\$37,500.00	\$37,500.00	0%	\$37,500.00	
Lighting							
Street Fixtures	4	Ea.	\$7,500.00	\$30,000.00	0%	\$30,000.00	
Miscellaneous Site Work							
Retaining Wall - Block	5489	S.F.	\$20.00	\$109,780.00	80%	\$21,956.00	
Chain link fence	1500	L.F.	\$16.00	\$24,000.00	60%	\$9,600.00	Split rail fencing
Street Signs	4	Ea.	\$100.00	\$400.00	0%	\$400.00	
Emergency Access Gate	2	Ea.	\$2,000.00	\$4,000.00	0%	\$4,000.00	
As-Built & Dedication Maps - Subdivision	14	Lot	\$500.00	\$7,000.00	0%	\$7,000.00	In progress
As-Built Maps - Site Plan	1	L.S.	\$2,500.00	\$2,500.00	0%	\$2,500.00	In progress
Monumentation	61	Ea.	\$100.00	\$6,100.00	0%	\$6,100.00	
Total				\$2,336,157.00	78%	\$515,108.55	
						\$223,125.00	
						\$291,983.55	
						\$17,519.01	
Inspection Fee 6%				\$140,169.42			



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

May 31, 2024

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

Attn: Camille Guido-Downey – Village Clerk

Re: Holland Lane Drainage Improvement
WH-0209

Dear Mayor and Trustees,

Bids were received for the above captioned project on May 30, 2024. There were three bids were returned. A bid summary is attached.

The low bidder is Belleville Landscaping, Inc. in the amount of \$ 55,031.00.

We have worked with Belleville Landscaping, Inc. for many years on drainage projects of varying sizes and scope. We have found them to perform professionally, with excellent quality work. They are responsive, and reliable. They recently completed a drainage project in the Village.

We recommend the project be awarded to Belleville Landscaping, Inc. in the amount of \$ 55,031.00, subject to review and confirmation by the Village Attorney.

Sincerely,

WESTON & SAMPSON, PE, LS, LA, Architects, PC
Eve Mancuso, PE
Principal Engineer

Y:\VILLAGES\WH Wesley Hills\WH0209 Holland Lane Drainage Improvements\Correspondence\Rec of Award letter.docx

westonandsampson.com



Project

WH0209

Project Description

Village of Wesley Hills Holland Lane Drainage Improvements

Date

5/31/2024

By

Eve Mancuso, P.E.

BASE BID: Holland Lane Drainage Improvements			Belleville Landscaping Inc.		Environmental Construction Inc.		Scaffidi's Paving and Excavating, Inc.	
Pay Item #	Unit	Qty	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1 Mobilization	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
2 Sawcut Existing Pavement	LF	540	\$ 4.00	\$ 2,160.00	\$ 9.00	\$ 4,860.00	\$ 2.80	\$ 1,512.00
3 15" HDPE Pipe - Including Unclassified Excavation and Disposal, Bedding, Backfill, and Compaction	LF	260	\$ 95.00	\$ 24,700.00	\$ 99.25	\$ 25,805.00	\$ 190.00	\$ 49,400.00
4 Drainage Structures - Frame & Grate, Remove & Replace Existing Structure	EA	1	\$ 3,800.00	\$ 3,800.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00
5 Modify Existing Concrete Structure	EA	1	\$ 800.00	\$ 800.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00
6 Full Depth Pavement Trench Repair	SY	115	\$ 115.00	\$ 13,225.00	\$ 60.00	\$ 6,900.00	\$ 180.00	\$ 20,700.00
7 Bituminous Curb	LF	230	\$ 7.00	\$ 1,610.00	\$ 15.00	\$ 3,450.00	\$ 20.00	\$ 4,600.00
8 Bituminous Driveway Pavement Repairs	SY	20	\$ 65.00	\$ 1,300.00	\$ 65.00	\$ 1,300.00	\$ 75.00	\$ 1,500.00
9 4" Topsoil, Seed, & Fertilizer	SY	52	\$ 18.00	\$ 936.00	\$ 7.00	\$ 364.00	\$ 125.00	\$ 6,500.00
10 Basic Work Zone Traffic Control - Maintenace and Protection of Traffic	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,500.00	\$ 5,500.00
11 Soil Erosion & Sediment Control	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
TOTAL BASE BID AMOUNT				\$ 55,031.00		\$ 70,179.00		\$ 105,212.00