



BOARD OF TRUSTEES MEETING AGENDA

April 01, 2025 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- [1.](#) March 4, 2025

PUBLIC HEARINGS

- [2.](#) 2025-2026 Village Budget

RESOLUTIONS/DISCUSSIONS

3. Resolution Adopting 2025-2026 Village Budget
4. Mayor's Appointment - Deputy Mayor
5. Appointment of Deputy Village Clerk
6. Appointment of Deputy Village Treasurer
7. Appointment of Associate Justice
8. Appointment of Planning Board Chairman
9. Appointment of Planning Board Member
10. Appointment - 1st Alternate to the Planning Board
11. Appointment of 2nd Alternate to the Planning Board
12. Appointment of Zoning Board of Appeals Chairman
13. Appointment of Zoning Board of Appeals Member
14. Appointment of 1st Alternative to the Zoning Board of Appeals
15. Appointment of 2nd Alternate to the Zoning Board of Appeals
16. Resolution Designating Official Depositories for Village Funds
17. Resolution Designating Official Newspaper
- [18.](#) Resolution Approving the 2025-2026 Stormwater Education Program Agreement with Cornell Cooperative Extension of Rockland
- [19.](#) Approval of a Contract with Civil Design Works for Engineering Services for the 2025-2026 year

- [20.](#) Resolution Approving the Proposal with Brooker Engineering (a division of Weston & Sampson), PLLC for Engineering Services for the 2025-2026 year
- 21. Resolution Approving Abstracts of Audited Claims
- 22. Resolution Approving Transfer of Funds
- [23.](#) Discussion: Pomona Heights Speed Bumps
- [24.](#) Discussion: Willow Tree Park Improvements

REPORTS

- 25. Mayor
- 26. Village Clerk/Treasurer
- 27. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

March 04, 2025, 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
Tova Krull, Trustee

MEMBERS ABSENT:

None

OTHERS PRESENT:

Benjamin Selig, Village Attorney (zoom)
Camille Guido - Downey, Village Clerk-Treasurer

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

ITEM #1

RESOLUTION NO. 15-25

APPROVAL OF MINUTES

Trustee Cherns made a motion to approve the minutes of February 4, 2025, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

ITEM #2 - PUBLIC HEARING - VILLAGE'S 2024 MS4 ANNUAL REPORT

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

No one from the public wished to speak.

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

ITEM #3

RESOLUTION NO. 16-25

RESOLUTION ADOPTING THE VILLAGE'S 2024 MS4 ANNUAL REPORT

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

RESOLVED, that the Village of Wesley Hills Village Board hereby adopts the Village's Annual MS4 Report for the 2024 calendar year, as prepared by the Village Engineer, a copy of which is made a part of the Minutes of this Board, and the Mayor is hereby authorized to execute any necessary documents.

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

ITEM #4

PRESENTATION: MAYOR'S 2025 VILLAGE BUDGET

Mayor Katz presented to the Board his 2025/2026 Village Budget. Mayor Katz stated that the budget is very conservative, and we are showing \$400,000 going into reserves. There currently is a zero-tax increase. Board Members decided to raise the compensation for Mayor, Village Board, ZBA and Planning Board members and instructed the Mayor to include the raised in the Mayor's Budget for the April 1st public hearing.

ITEM #5

RESOLUTION NO. 17-25

RESOLUTION SCHEDULING A PUBLIC HEARING FOR THE APPROVAL OF A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING JUNE 1, 2025

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

RESOLVED, that a Public Hearing on the tentative budget of the Village of Wesley Hills for the fiscal year beginning June 1, 2025, shall be held before the Board of Trustees of the Village of Wesley Hills on April 1, 2025, at 7:00 p.m. and that the Village Clerk is hereby directed to arrange for proper publication of a notice of such Public Hearing in the official newspaper of the Village, and

BE IT FURTHER RESOLVED, that the tentative budget of the Village of Wesley Hills for the fiscal year beginning June 1, 2025, shall be available at the Village Hall, 432 Route 306, in the Village of Wesley Hills, from March 5, 2025, until April 1, 2025, during the hours of 9 am until 4 pm weekdays, for the purpose of inspection by interested persons.

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

ITEM #6

RESOLUTION NO. 18-25

RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims, 22,706 through #22,838 in the aggregate amount of \$134,017.96 as set forth in Abstract #3/25 dated March 4, 2025, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

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

ITEM #7**RESOLUTION NO. 19-25****RESOLUTION APPROVING TRANSFER OF FUNDS**

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

RESOLVED, that the transfers in the aggregate amount of \$150,000 as set forth in Abstract #3/25 dated March 4, 2025, a copy of which abstract of audited claims is made as part of the Minutes of this Board, are hereby approved.

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

ITEM #8 - MAYOR'S REPORTSJonathan Lockman Retirement

Mayor Katz stated that Jonathan Lockman is retiring from Nelson & Pope at the end of the month. The Planning Board will be having a small celebration for him on March 26, 2025, at 7:30 pm and encouraged the Board to attend.

Village Website

Mayor Katz stated that the Village website company is finally converting us their Web Central platform instead of the current open sourced Drupal platform. The Village will receive a free conversion. Mayor Katz stated that the new system has an email/text feature. Board Members suggested a QR code on the tax bills to encourage more email sign ups. Trustee Schwartz asked about obtaining a backup of the current site.

Route 306 & Grandview Ave

Trustee Krull questioned if there is a resolve to the heavy traffic at the intersection of Grandview & Route 306. Mayor Katz stated that he has not had any further feedback from the Town.

23 Astor

Trustee Krull requested an update on 23 Astor as she has received another complaint about a loud party. Village Clerk stated that she will speak with Code and get an update as well as reach out to the Police

Willows HOA

Trustee Schwartz questioned why is the Village requiring the homes in The Willows to reestablish the HOA if the homes are maintaining the stormwater system. Ben Selig answered that as part of the subdivision the homes are required to establish an HOA for the purpose of paying for and maintaining the stormwater structures. The HOA was dissolved and needs to be reestablished for liability. While some but not all homeowners are participating by paying a contractor to have the structures cleaned, it is all homes that are responsible and liable to maintain the structures. Mayor Katz questioned if the Village could place an special taxing district over those homes and take over the maintenance? Ben Selig answered that the Village can. Mayor Katz added that those homeowners are going to pay a lot more for the Village to maintain the structures due to prevailing wage costs. Board Members decided to discuss this topic again at next month's meeting.

ITEM #9 - VILLAGE CLERK/TREASURER'S REPORT

Camille Guido-Downey discussed with the Board the following activities:

- Village Blood Drive was March 3, and the Village has sixteen donors.

- The Village received ten complaints last month and two complaints were for work without a permit.

NEW BUSINESS

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

RESOLUTION NO. 20-25

RESOLVED, that the proposed contract renewal between the Village of Wesley Hills and FYS Computer Consulting to provide technical support for the Village of Wesley Hills for the period of June 1, 2025, through May 31, 2026, a copy of which is made a part of the minutes of this Board, is hereby accepted, and the Mayor is authorized to indicate the approval and acceptance of such proposal by signing same on behalf of the Village of Wesley Hills.

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

EXECUTIVE SESSION

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

No action was taken during the Executive Session.

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

ADJOURNMENT

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

Respectfully submitted,
Camille Guido-Downey

VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025

	ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
APPROPRIATIONS				
A 1010 Legislative Board				
Personal Services	24,975	24,975	34,000	Salaries for 3 Trustees and Deputy Mayor
Contractual Expenses	100	100	100	Miscellaneous (classes, conferences, dues ...)
	<u>25,075</u>	<u>25,075</u>	<u>34,100</u>	
A 1110 Municipal Court				
Justices	21,000	20,000	20,000	Salaries for Village Justice and Associate Village Justice
Justice Clerk	55,650	55,650	57,320	Salary
Clerk Typist	-	315	-	Position eliminated
Contractual Expenses	6,000	3,524	4,000	Court Officers, Court Reporter, Miscellaneous (conferences, office expenses ...).
	<u>82,650</u>	<u>79,489</u>	<u>81,320</u>	
A 1210 Mayor				
Personal Services	30,000	30,000	35,000	Mayor's Salary
Contractual Expenses	500	500	500	Miscellaneous (classes, conferences, dues ...)
	<u>30,500</u>	<u>30,500</u>	<u>35,500</u>	
A 1325 Treasurer				
Personal Services	14,000	14,000	12,000	CPA services
Deputy Treasurer	50,698	50,698	54,000	Salary
Contractual Expenses	500	500	500	Miscellaneous (classes, conferences, dues ...)
	<u>65,198</u>	<u>65,198</u>	<u>66,500</u>	

**VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025**

		ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
A 1355	Assessment				
	Tax Processing Software	2,130	2,022	2,022	
A 1410	Clerk				
	Village Clerk	94,500	94,500	97,335	Salary
	Deputy Village Clerk	50,400	50,400	51,912	Salary
	Office Equipment	36,000	42,744	1,000	Replace / repair / purchase office equipment
	Contractual Expenses	38,000	42,238	65,729	Village Hall operations (office supplies, maintenance contracts, mailings, classes, conferences, dues...)
	Grant Writer	2,500	2,330	2,500	
		221,400	232,212	218,476	
A 1420	Law				
	Personal Services	65,000	46,983	65,000	Village attorneys
	Contractual Expenses	50,000	74,543	100,000	Miscellaneous (classes, conferences, dues, outside attys...)
		115,000	121,526	165,000	
A 1440	Engineer	65,000	110,079	115,000	Engineering Services
A 1450	Elections				
	Personal Services	-	123	-	Poll workers
		-	123	-	

VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025

		ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
A 1620	Operation of building				
	Contractual Expenses	20,000	17,202	20,000	Village Hall maintenance and repairs
	Village Hall Outdoor Entrance Project	-	-	35,000	Beautify Village Hall Entranceway
	Utilities	7,000	7,260	8,000	Gas, electric, water
		27,000	24,462	63,000	
A 1910	Unallocated Insurance	45,000	45,000	50,400	Village insurance policy
A 1920	Municipal Association Dues	3,000	3,000	3,000	NY Conference of Mayors
A 1950	Taxes & Assessments on Municipal Property	15,000	15,000	15,000	Ramapo sewer tax on Village Hall - partially reimbursed by cell tower lessee
A 1990	Contingency Fund	100,000	-	100,000	Returned to surplus if unused
A 43310	Traffic Control:	5,000	12,000	5,000	Install or replace traffic signs, traffic studies
A 3620	Safety Inspection				
	Building Inspector	42,000	42,840	43,000	Salary
	Fire Inspector	11,000	10,680	11,000	Salary
	Building Dept Software	17,700	17,700	14,175	New software purchased. Add'l cost reflects one-time cost of setup, plus running old and new software during transition
	Contractual Expenses	8,000	8,000	8,000	Miscellaneous (classes, conferences, dues...)
		78,700	79,220	76,175	

**VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025**

	ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
A 5110 Maintenance of Roads				
Contractual Expenses	445,000	447,907	467,000	Highway maintenance & plowing agreement with Town of Ramapo
Wesley Chapel Culvert Replacement	1,500,000	-	1,500,000	To be 100% reimbursed by grant (Line A3097)
E Willow Tree Speed Tables	60,000	60,000	-	Infrastructure project
Willow Tree Road Sidewalk	500,000	150,000	230,500	Infrastructure project - 80% reimbursed (Line A4097)
Wilder Road Sidewalk			300,000	Infrastructure project - 75% reimbursed (Line A4097)
Holland Lane Drainage Improvement	100,000	55,079	-	Infrastructure project
Sidewalk Snow Removal	38,000	25,000	25,000	Snow removal costs for Rt. 306, Forshay and E. Willow - contract increase
Highway Improvements	169,000	160,151	282,738	Lois, Auburn, Cottonwood, Rosewood, partially funded by O&R (Line A2770)
	2,812,000	898,137	2,805,238	
A 5182 Street Lighting				
Contractual Expenses	60,000	48,747	55,000	Cost for Village street lights paid to O&R.
Light Poles	5,000	4,944	5,000	Cost to add new streetlights - if needed
	65,000	53,691	60,000	

VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025

	ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
A 7110 Parks				
Contractual Expenses	45,000	29,969	35,000	Maintenance of Greg Sikorsky Park, Sherri/Arcadian path, Buena Vista path
Pond	6,500	6,000	7,000	Pond treatment and pump maintenance - Greg Sikorsky Park
Capital expenses	75,000	55,000	77,000	2023-2024 Add lighting to Sherri/Arcadian path, replaced Greg Sikorsky playground fence. 2024-2025 Adding paths to connect Sikorsky Park to new neighborhood. Major tree pruning in Sikorsky Park.
Utilities	5,000	4,515	5,000	Electricity - fountain and lighting
	<u>131,500</u>	<u>95,484</u>	<u>124,000</u>	
A8010 Zoning				
Personal Service	8,000	8,000	11,500	Salary for Zoning Board members
Codification	5,000	5,000	3,000	Village Code software, codification of new laws
Contractual Expenses	500	500	500	Miscellaneous (classes, conferences ...)
	<u>13,500</u>	<u>13,500</u>	<u>15,000</u>	
A 8020 Planning				
Planner	1,500	-	1,500	
Personal Service	8,000	8,000	11,500	Salary for Planning Board members
Records Scanning	7,500	-	10,000	2024-2025 Project being completed
Contractual Expenses	500	-	500	Miscellaneous (classes, conferences ...)
	<u>17,500</u>	<u>8,000</u>	<u>23,500</u>	

VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025

		ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
A 8090	Environmental Control				
	MS4 Engineers Report	1,500	8,876	2,200	Cost of preparing MS4 Report required by NYS
	Contractual	3,000	3,000	3,000	Stormwater Consortium membership
		<u>4,500</u>	<u>11,876</u>	<u>5,200</u>	
A 8664	Code Enforcement				
	Code Enforcement Inspector	45,000	43,680	46,350	Salaries for 2 officers
	Contractual Software Expenses	2,500	14,175	14,175	Miscellaneous (classes, conferences ...)
		<u>47,500</u>	<u>57,855</u>	<u>60,525</u>	
Employee Benefits:					
A 9010	State Retirement	43,000	41,939	43,000	
A 9030	Social Security	34,000	33,250	34,000	
A 9040	Workmen's Compensation	5,000	4,044	5,000	
A 9050	UI, Disability and Paid Family Leave	3,500	3,186	3,500	
A 9060	Medical Insurance	108,000	112,194	115,000	
		<u>193,500</u>	<u>194,613</u>	<u>200,500</u>	
A 9710	Serial Bonds				
	Principal	65,000	65,000	70,000	
	Interest	7,722	7,722	4,725	
		<u>72,722</u>	<u>72,722</u>	<u>74,725</u>	
TOTAL APPROPRIATIONS		<u>4,238,375</u>	<u>2,250,783</u>	<u>4,399,181</u>	

**VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025**

		ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
<u>REVENUES</u>					
A 1090	Interest & Penalties	3,000	2,810	3,000	For late tax payments to Village
A 1110	Sales Tax	130,000	165,784	130,000	Village's share of County sales tax
A 1130	Utility Surcharge	110,000	122,358	110,000	Fees paid by utilities (Gas, Electric, Water, Telephone)
A 1170	Franchises - Cable Television	50,000	54,816	50,000	Fees paid by television providers (Cablevision, FIOS ...)
A 1255	Clerk Fees	1,500	2,210	1,500	Misc Fees
A 1560	Safety Inspection Fees	250,000	359,125	275,000	Fees paid for building inspections
A 2110	Zoning Board Fees	3,000	5,000	3,500	Fees paid to appear before the Zoning Board
A 2115	Planning Board Fees	6,000	12,350	8,000	Fees paid to appear before the Planning Board
A 2189	Parkland - MLOL fees	-	15,000	-	Money in Lieu of Land for subdivisions
A 2401	Interest & Earnings	70,000	193,130	100,000	Interest on Village bank accounts
A 2410	Rental Income	43,563	43,563	44,870	Cell tower at Village Hall lease
A 2410	Mitch Miller Cell Tower	50,000	50,108	50,000	Village's share of rental income
A 2560	Road Opening Fees	20,000	20,200	20,000	Fees paid by when opening a road to install / repair services
A 2610	Fines	50,000	79,856	60,000	Fines levied by Village Justice Court
A 2651	Sale refuse for recycling	14,000	14,978	14,000	Earned by Village for recycling paper and containers
A2390	Cost Share - Utility Line Replacement	32,040	67,900	-	Towards full repaving of Lois & Auburn
	Tax reimbursement	11,000	6,500	6,500	tower
		844,103	1,215,689	876,370	

**VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025**

		ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
State Aid					
A 2750	Aid to Municipalities	16,602	16,602	16,602	NYS aid
A 3005	Mortgage Tax	200,000	214,694	200,000	Village share of County mortgage tax collected
A 3060	Records Scanning Grant	-	9,092	15,775	
A 3089	Other State Aid-EWR	12,141	12,141	12,141	NYS Extreme Winter Recovery aid
A 3097	Legislative grant	-	56,406	-	dasny village hall, trmp muni
A 3097	BRIDGE NY grant	1,500,000	-	1,500,000	Wesley Chapel culvert replacement
A 3098	Pave NY	19,876	19,876	19,876	For road paving
A 3098	POP (Pave our Potholes)	13,290	13,290	13,290	For road paving
A 3501	CHIPS	70,364	70,364	70,364	For road paving
A 4097	TAP Grant	400,000	120,000	184,400	Willow Tree Road sidewalk
A 4097	TAP Grant	-	-	225,000	Wilder Road sidewalk
		2,232,273	532,465	2,257,448	
Total Revenues Other Than Real Estate Taxes		3,076,376	1,748,154	3,133,818	
A 1001	Real Estate Taxes	903,363	903,363	903,363	No increase
TOTAL REVENUES		3,979,739	2,651,517	4,037,181	

VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025

	ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
<u>SUMMARY OF BUDGET:</u>				
TOTAL APPROPRIATIONS	4,238,375	2,250,783	4,399,181	
TOTAL REVENUES	3,979,739	2,651,517	4,037,181	
APPROPRIATED SURPLUS	258,636		362,000	
SURPLUS	-	400,734	-	
TAXABLE ASSESSED VALUE (TAV)	122,066,181		123,376,820	Assessed value of all taxable properties in the Village
\$ Increase IN TAV	368,423		1,310,639	
% Increase IN TAV	1.00303		1.01074	
TAX RATE	7.4006		7.3220	
Tax Rate change	0.003108%		-1.0623%	

VILLAGE OF WESLEY HILLS
MAYOR'S BUDGET FOR PUBLIC HEARING
YEAR END MAY 31, 2026
PUBLIC HEARING APRIL 1, 2025

	ADOPTED BUDGET June 2024- May 2025	YEAR END PROJECTION June 2024- May 2025	TENTATIVE BUDGET June 2025 - May 2026	Comments
Unassigned fund bal. from state audited AUD 5/31/24		1,878,506		
PROJECTED CURRENT YEAR SURPLUS		400,734		
PROJECTED UNAPPROPRIATED 5/31/25		<u>2,279,240</u>		
Policy on Fund Balance				
Subsequent year's appropriation		362,000		
2 months expense reserve		733,197		
Unusual exp in first 2 months-note payment		74,725		
Future project costs		<u>1,109,318</u>		
		<u>-</u>		

2025 Stormwater II Education Program Agreement

Summary: Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small, regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to Minimum Control Measures (MCMs) and other requirements. Cornell Cooperative Extension (CCE), in cooperation with the Stormwater Consortium of Rockland County (SCRC), will provide a stormwater program agreement to each MS4 to assist in satisfying the MCMs listed below, as further outlined under **CCE'S Responsibilities in this Agreement**.

1. Part VI.A: MCM 1- Public Education & Outreach Program
2. Part VI.B: MCM 2- Public Involvement/Participation
3. Part VI.C: MCM 3- Illicit Discharge Detection & Elimination
4. Part VI.F.1 & VI.F.2.b: MCM 6- Best Management Practices (BMPs) for Municipal Facilities & Operations; Municipal Facility Inventory
5. Part IV.D: Mapping
6. NYSDEC GP-0-24-001 MS4 Permit Updates

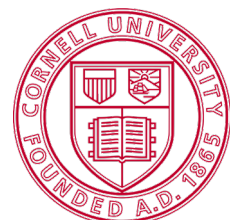
Cornell Cooperative Extension of Rockland County will tap its resources at Cornell University, NYSDEC, USEPA and other reputable sources to develop, implement and evaluate a stormwater program for this MS4. The success of this program depends on participation by all five towns and eighteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities as described below. Based on input from the SCRC, the following services are being offered to the MS4. These measures are based on the NYSDEC's SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), Permit No. GP-0-24-001, effective January 3, 2024.

CCE'S Responsibilities in this Agreement:

1. **Part VI.A: MCM 1- Public Education & Outreach Program:** The requirements of GP-0-24-001, Part VI.A are not due until January 2027 therefore the requirements of MCM 1 under NYSDEC's previous MS4 permit, GP-0-15, will continue to be met until that time. A CCE educator will conduct and evaluate educational programs about stormwater management for the public and for municipal

Building Strong and Vibrant New York Communities

Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.



employees within Rockland County. Educational outreach will focus on stormwater pollution generating activities and prevention behaviors. Topics will include nutrient pollution, harmful algal blooms, and the consequences of improper application and disposal of fertilizers, pesticides, salt, lawn clippings, and dumping to the storm drains. A *Stormwater and Water Quality Education* webpage that is regularly updated and available to the public on CCE's website.

A. CCE Website: The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and educational brochures are always available to the public. The CCE webpage will be updated regularly to list training, seminars and programs provided by outside agencies such as NYSDEC. The webpage contains an interactive map with waterbody classifications, land use, impaired waters, and more.

(<http://rocklandcce.org/stormwater-consortium>).

(<https://rocklandcce.org/fact-sheets>)

B. Classes and Workshops:

- **General Public and Students**– CCE will offer public and student workshops when feasible. Topics have historically included water conservation, nutrient pollution and harmful algae blooms, stormwater pollution management and prevention, water-smart landscaping, the design of rain gardens, proper fertilizer application, and others.
- **Fertilizer Law Certificate Program for Landscapers and Contractors** – CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator will translate simultaneously when available.

C. WRRCR Stormwater Radio Show: CCE will host a monthly radio program on WRRCR to explain stormwater to the public.

D. Horticultural Lab: CCE will serve as an ongoing resource to residents through its Horticulture Diagnostic Lab. The Lab is open and accessible to the public via personal visit, phone, fax, and e-mail. CCE will provide soil testing for a fee and education on proper fertilizer application.

E. Monthly Meetings: The CCE Educator will schedule, host and lead the SCRC monthly meetings. CCE Educator will prepare the agenda and keep meeting minutes.

2. Part VI.B: MCM 2- Public Involvement/Participation:

A. The CCE Educator will provide guidance to the consortium on meeting the Annual requirements in Part VI.B so that they may be met in a more unified manner.

B. Stewardship Activities – CCE will actively promote volunteer and stewardship opportunities pertaining to stormwater and water quality at educational and public events, and on the stormwater webpage. Stewardship opportunities include litter cleanups along streams, and roadways in cooperation with Keep Rockland Beautiful, Inc. (KRB), and promoting the Storm Drain Marking program, WAVE program, and others. CCE will also promote summer internship opportunities through Rockland Conservation Service Corps and Lamont Doherty.

<https://rocklandcce.org/stormwater-consortium-water-quality-education/environmental-internship-volunteer-opportunities>

C. Coordination with other pre-existing public involvement/participation opportunities – CCE will work to strengthen partnerships between MS4s, the Environmental Educators of Rockland, the Rockland County Water Quality Committee, the Rockland County Division of Environmental Resources and other educators and county departments to expand education and address stormwater issues of concern.

3. **Part VI.C: MCM 3- Illicit Discharge Detection & Elimination**

CCE will provide guidance to the consortium on the development of the following permit requirements due by January 2026:

- Part VI.C.1.e- Monitoring Locations Inspection and Sampling Program
- Part VI.C.2- Illicit Discharge Track Down Program
- Part VI.C.3- Illicit Discharge Elimination Program

4. **Part VI.F.1: MCM 6- Pollution Prevention and Good Housekeeping:**

A. Part VI.F.1- Best Management Practices (BMPs) for Municipal Facilities & Operations. Garage maintenance and good housekeeping for municipal operations will be offered to municipal employees (either in person or as on-going guidance) to minimize the discharge of pollutants associated with municipal operations.

B. Part VI.F.2.b- Municipal Facility Inventory. Provide guidance on developing an inventory of municipal facilities, mapped to the ArcGIS Stormwater Mapping database.

5. **Part IV.D: Mapping:**

A. ArcGIS Stormwater Mapping database – The CCE Educator will continue to be responsible for managing the ArcGIS Stormwater Mapping database. CCE will strive to assist the municipalities meet the permit mapping requirements through working with the consortium consultant and distributing grant opportunities.

7. NYSDEC GP-0-24-001 MS4 Permit Updates:

- A. The CCE educator will strive to provide guidance on meeting the NYSDEC's MS4 permit requirements for the consortium so that deadlines may be met in a more unified, coordinated manner. CCE will continue working with the NYSDEC, the Hudson Valley Regional Council and other consortiums and Coalition groups to strive to provide more training and outreach on GP-0-24-001 requirements.
- B. Additional permit measures such as developing a unified Stormwater Management Plan, ongoing review of the *NYSDEC Compliance Items Summary Tool* for MS4s budget guidance, and developing Standardized Approaches on permit requirements per NYSDEC guidance will continue.

6. Program Agreement Administration:

- A. **Agreement Term:** The term of the agreement is **April 1, 2025 - March 31, 2026.**
- B. **Supervision:** CCE will employ, train, provide necessary supplies and support, supervise, and evaluate the Educator.
- C. **Educational Information:** Educational information provided to residents will come from reputable sources including the NYSDEC, US EPA, Cornell University, and other credible research-based institutions.
- D. **Reporting:** CCE will provide an annual deliverable report summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables.

Village's Responsibilities in this Agreement:

1. **Funding:** The Village will provide \$1,825 (one thousand eight hundred twenty-five dollars) to fund this project.
2. **Additional Costs:**
 - The Village will provide \$393.93 (three hundred ninety-three dollars and ninety-three cents) for a license to access the SCRC's ArcGIS Online stormwater mapping database.
 - The Village will provide a \$346.86 (three hundred forty-six dollars and eighty-six cents) License & Support Fee toward management of the ArcGIS Online stormwater mapping database.
3. **Total Costs:**
 - Total Due is to be paid within 60 days after receiving the invoice to allow the SCRC to maintain access to the unified ArcGIS Online mapping database without interruption.

CCE Stormwater Program Agreement	\$1,825.00
ArcGIS Online License Fee (1 Mobile Worker)	\$393.93
H2M License & Support Fee	\$360.87
TOTAL	\$2,579.80

Administrative Contacts

- Jody Addeo, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; email – jka64@cornell.edu
- Village representative and title: _____
- Village alternate and title: _____
- Address: _____
- Daytime phone: _____ E-mail: _____

Per Part IV.A.1.a.iv, the municipal MS4 Operator hereby certifies their responsibility for compliance with the NYSDEC SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s), GP-0-24-001.

SIGNATURES:

Village representative and title

Date

Jody Addeo

Executive Director, CCE Rockland

Date



March 31, 2025

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,

The following is our proposal for engineering services to fulfill the 2025 fiscal year, effective April 1, 2025 through March 31, 2026.

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 of all Road Opening Permits. Inspections will be invoiced per our fee schedule.
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.

2025 Standard Billing Rates (Effective April 1, 2025 to March 31, 2026):

<u>Staff Member</u>	<u>Hourly Rate</u>
Principal and Senior Engineers, P.E.	\$180.00
Staff Engineer I	\$145.00
Staff Engineer II	\$130.00
Senior Field Review Personnel	\$125.00
Staff Field Review Personnel	\$115.00
CADD Technical/Draftsperson	\$110.00
<u>Administrative</u>	
Assistance	\$75.00
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

RECEIVED
APR 29 2024
VILLAGE OF WESLEY HILLS



BROOKER ENGINEERING

a division of Weston & Sampson[®]

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

Item 20.

April 29, 2024

Honorable Mayor and Board of Trustees
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952
Attention: Camille Guido-Downey

Re: Professional Engineering Services

Dear Mayor and Trustees:

We look forward to our re-appointment to serve the Village of Wesley Hills as your Engineering Consultant for the 2024 - 2025 term. We thoroughly enjoy working with the Village and look forward to continuing our good relationship for years to come.

Eve Mancuso and Devon Palmieri will be your primary engineering representatives.

Attached is our updated 2024-2025 Village Consulting Fee Schedule.

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

We look forward to working with you again.

Very truly yours,

Weston & Sampson, PE, LS, LA, Architects PC
Brian Brooker, P.E.
Vice President

Name

Title

Signature

Date

p:\bbe\proposals\vilages\2024-25 village fee schedule and proposal\wesley hills\2024-2025 proposal.docx



2024-2025 Fee Schedule
Village of Wesley Hills

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Vice President	\$302.00
Principal Engineer P.E.	\$245.00
Engineer, P.E.	\$204.00
Engineer, E.I.T	\$170.00
Construction Field Review	\$146.00
CADD Drafter/Technicians	\$134.00
Stormwater Inspector	\$106.00
Engineering Intern	\$77.00

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

1. It is understood that the Proposal attached hereto and dated April 29, 2024 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be accepted by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefore WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is

based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both

general and special considerations relating to the Project.

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

thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.
10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER

shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON'S independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the State of New York shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not

subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

Approved by:

OWNER Name

Signature

Date

Printed Name and Title

Document1

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

18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.



Pomona Speed Bumps

From Mayor <mayor@wesleyhills.org>

Date Fri 3/28/2025 10:33 AM

To Ben Selig <seliglaw@aol.com>; Trustee 1 <trustee1@wesleyhills.org>; Trustee 2 <trustee2@wesleyhills.org>; Trustee 3 <trustee3@wesleyhills.org>; Trustee 4 <trustee4@wesleyhills.org>; Village Clerk <villageclerk@wesleyhills.org>

1 attachment (545 KB)

doc01962720250328093025.pdf;

Attached is the correspondence I have received to date from the residents of Pomona Heights concerning the speed bumps. I'd like to discuss this at our April 1st meeting.

Best regards,

Marshall F. Katz
Mayor, Village of Wesley Hills
Co-Chair, Rockland County Conference of Mayors
432 Route 306
Wesley Hills, NY 10952
Phone: 845-354-0400





FW: Concerns Regarding Speed Bumps on Buena Vista Road and Surrounding Areas

From kleinfamny@gmail.com <kleinfamny@gmail.com>

Date Mon 3/17/2025 1:02 AM

To Mayor <mayor@wesleyhills.org>

I hope this email finds you well. My name is Baruch Klein and I am a resident of 8 Buena Vista Road in Suffern, NY. I am writing to express my concerns regarding the speed bumps installed in our area, which have caused numerous unintended issues for residents and drivers.

Firstly, the speed bumps appear to have altered driver behavior in problematic ways. For example:

1. After slowing down for the speed bump on Old Pomona Road, many drivers accelerate aggressively with renewed higher speed.
2. To avoid the speed bump on Cains, drivers are now speeding through Serven Road to bypass it and access the lower parts of Buena Vista or Onderdonk.

Beyond these issues, the speed bumps have had a negative impact on my family and others in the neighborhood. Even when traveling at low speeds (3–5 MPH), the bumps cause discomfort for my wife and children. My children, in particular, frequently experience carsickness, and they have also mentioned getting hurt/spilling their drinks and bag pack pulling on their backs when the school bus passes over the bumps.

These changes have not improved the quality of life in the area or enhanced road safety. On the contrary, many residents, including myself, have noticed an increase in driver agitation and aggressive driving behavior. The speed bumps have created more problems than what they have meant to solved.

I believe an alternative solution, such as yield signs placed at key corners, would be far more effective in addressing safety concerns. Our community is close-knit, and we take pride in communicating with one another to uphold high standards for the safety of our children and all residents walking or driving on roads connecting to Old Pomona.

I kindly request that you consider not reinstating the speed bumps and explore other traffic calming measures that better suit the needs of our neighborhood. I would greatly appreciate your attention to this matter and look forward to hearing your thoughts.

Id like to add to this a matter I have mentioned in the past 4 Buena Vista Rd countless times is parking on the road throughout the night ! we have parents walking with kids and residence walking their dogs during the evenings in summer, this car causes a blind spot and forces traffic to swerve on to opposite traffic. (in the past winter several times the snow plow was unable to pass and sounded the horn waking the kids or frightening the baby). I expect this to be resolved in a timely matter or suggestion how to enforce the NO PRKING on the road after 8pm, I have contacted and requested the owner to move in to the driveway but he insist he is doing it for the

safety of his kids claiming "if I park there the busses and cars will need to slow down" – cars generally drive 10-15MPH MAX on this section since it has a sharp curve going in or coming off Summit Rd,

Thanks

Sincerely,

B. & E. Klein

Home # 845-232-1919

Email: KleinFamNY@gmail.com



Outlook

Fwd: Pomona Heights speed bumps

From David Steiner (US) <david.steiner@pwc.com>**Date** Thu 3/27/2025 7:17 PM**To** Mayor <mayor@wesleyhills.org>

How about making the corner of Serven and Old Pomona a 3 way stop?
Sent from my iPhone

Begin forwarded message:

From: "David Steiner (US)" <david.steiner@pwc.com>**Date:** March 16, 2025 at 11:24:10 AM EDT**To:** mayor@wesleyhills.org**Subject: Pomona Heights speed bumps**

Hello Mr. Mayor,

I know many people are passionate about this topic. While I think parents should watch their kids and people should watch out for themselves when they're walking and drivers should be cautious such that we shouldn't need speed bumps at all, that's not the reality we live in. Were there injuries or fatalities before they went up or is this more of a "quality of life" issue for those who are in favor? Have the injuries or fatalities been reduced in the time they were up? I think speed bumps are ineffective. People generally lease their cars and couldn't care about the suspensions so they fly right over them anyway. Sidewalks are a better, albeit more costly, solution.

The bump I'd like to talk about is on Old Pomona Road between Serven and 306, midway up the hill. I think it should be repositioned to the top of the hill within feet of Serven to the East of Serven. This will allow people to come up the hill naturally, but also not speed because they know a bump is coming. Having it in the middle is just disruptive to the bidirectional flow.

Having said this, I do appreciate you asking the Town to look into less disruptive solutions. I can't help but see the irony in that likely the people who wanted the bumps in the first place are concerned about their noise.

David Steiner

PwC | Partner

Phone: +1 (347) 325 4123

Fax: +1 (516) 738-5109

PricewaterhouseCoopers LLP

[pwc.com](https://www.pwc.com)

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If the content of this email includes tax advice, the advice is limited to the matters specifically addressed herein and is not intended to address other potential tax consequences or the potential application of tax penalties.

PwC refers to one or more US member firms of the PwC network. Each member firm is a separate legal entity. Please see www.pwc.com/structure for further details.



Outlook

Speed bumps.**From** Kim Siegel <jksiegel624@yahoo.com>**Date** Sat 3/22/2025 8:10 PM**To** Mayor <mayor@wesleyhills.org>

Dear Marshall.

Thank you for the letter and seeking our opinion on the speed bumps. I think installing all-way stop signs, posted at all the intersections, in our small development would solve our problem of speeding without the wear and tear that speed bumps do to our cars shocks. The streets aren't long enough between intersections to gain the speed needed to be dangerous if the cars needed to stop for stop signs at each intersection. If you were putting a speed bump in anyway it should on Cains Rd. as that is the longest straight path.

Again thank you for reaching out.

All the Best,

Kim Siegel

4 Serven Rd



Outlook

Pomona heights speed bumps

From sara liebowitz <sararlieb@gmail.com>

Date Wed 3/19/2025 9:42 PM

To Mayor <mayor@wesleyhills.org>

Please remove them permanently. Perfectly fine without them. People are not speeding. There were no accidents. There was no meeting about them before installation. My well being is much better without the pesky bumps.

In my humble opinion, a traffic light at the corner of 306 and New Pomona or Old Pomona rd is a much better idea than this nuisance.

Yours truly,
Resident of old Pomona rd.

Sent from my iPhone

To: Village of Wesley Hills-

Pomona Heights Speed Bumps

From Dorothy McNamara
9 Old Pomona Rd.
Suffern, NY 10901

- ① Did - 2 speed bumps - slow cars:
at first yes - then it - didn't.
I think it - is - because - drivers -
coming off Caines - cannot see
going uphill. (maybe - stop drive)
there is one on Old Pomona & Serven.
(Serven has to go out, as can't
see)
* I think bumps should be gone!!
- ② They should be done !!
- ③ No -
- ④ No -

Best Regards,
Dorothy McNamara
Dorothy McNamara

all 845-548-7030 845-548-7030
845-35-0918



432 Route 306

Wesley Hills, N.Y. 10952-1221

Phone 845-354-0400 FAX 845-354-4097 www.wesleyhills.org

March 13, 2025

Re: Pomona Heights Speed Bumps

Dear Residents:

Last year the Village installed temporary speed bumps at two locations in your neighborhood in response to speeding complaints. The speed bumps were removed for the Winter to allow for plowing.

The Village has asked the Town of Ramapo Highway Department to research and recommend a less bumpy/noisy version of the speed bump before reinstalling them this Spring. Hopefully, they will present a better version to install, and a better experience for residents.

In addition, before the Village arranges for the reinstallation, we would like to hear from the residents of your neighborhood. We'd appreciate feedback on the following:

- Did the two speed bumps that were placed help to slow cars down?
- Were they placed in the correct locations? Should they be moved?
- Should we place more of them? If so, on which roads?
- Should we go for a more permanent solution such as asphalt speed humps that would remain in place all year long?

Please either send me a letter or email me (mayor@wesleyhills.org) with your comments by April 22nd.

Best regards,

Marshall Katz
Mayor

Mayor: Marshall Katz Deputy Mayor: Milton Schwartz

Trustees: Yisroel Cherns, Joseph Mause, Tova Krull

Village Clerk-Treasurer: Camille Guido-Downey Village Attorney: Benjamin Selig, Bruce Minsky



Speed Bumps

From Barry Schwartz <barry@rustybrick.com>

Date Sat 3/15/2025 9:04 PM

To Mayor <mayor@wesleyhills.org>

Hi Mayor,

To your specific questions in the letter on speed bumps.

* I assume the speed bumps helped slow the cars, I always drove slowly anyway.

* The one on old Pomona going up the hill doesn't seem like a good place. People are already driving slowly up the hill anyway.

* No more speed bumps please.

* I rather the speed bumps be removed, they are just not easy on my car to drive over, even when going super slow.

Thanks!



Wesley hills - old Pomona Speed Bumps

From Esther Spitz <estherspitz00@gmail.com>

Date Sat 3/15/2025 9:10 PM

To Mayor <mayor@wesleyhills.org>

Hi, hope all is well.

Thanks for sending out the letter about the speed bumps.

They were really hard to deal with and really inconvenient for the car.

If it's a vote - we vote no!

Thanks!

Sent from my iPhone



Speed bumps

From ekaufman86@gmail.com <ekaufman86@gmail.com>

Date Sat 3/15/2025 9:21 PM

To Mayor <mayor@wesleyhills.org>

Hi

I'm a resident at 19 onderdonk rd for over 10 years now. I have lived through the lights in the streets saga and now we are dealing with the speed bumps and speeding issues.

I believe the core of the issue is the placement of the stop signs. Wherever you drive local or any other area, where there is an intersection with a "main rd" and the side road, when a stop sign is placed it is always placed in the side road. This corner in particular has the stop sign on the "main rd". This actually causes more danger to drivers because of the huge bushes on the corner house and the commercial truck that is parked in the driveway for the last 4-6 months without moving. In fact the stop sign causes people to stop and then slowly inch into the intersection in order to clearly see safely. If the stop sign was on the "side street" they you can safely travel without this serious concern.

Additionally these speed bumps have damaged and broke 2 rims on my car. There are a nuisance and don't do anything to slow down cars besides frustrate the tax paying residents of Wesley hills

I urge the mayor to meet me and we can drive through this stop sign together and experience this danger that my wife and I, all the other residents have to experience daily.

Eli Kaufman
19 onderdonk rd
347-409-4400

Sent from my iPhone



Wesley Hills speed bumps

From Joey Kerzner <joeyperzner@gmail.com>

Date Sat 3/15/2025 9:53 PM

To Mayor <mayor@wesleyhills.org>

Dear Mayor Katz,

I hope this email finds you well. My name is Joey Kerzner and I am a resident of Wesley Hills and live at 16 Onderdonk rd.

I am writing to respectfully request the permanent removal of the two speed bumps installed in our neighborhood. While I understand they were likely intended to improve safety, my wife and I have found that they are causing significant issues for us and possibly other residents as well.

Every time we drive over these speed bumps, it feels as though they are damaging our car. The jarring impact is noticeable, and we're concerned about potential wear and tear on our vehicle's suspension and alignment. We've tried adjusting our speed and approach, but the design or height of the bumps makes it nearly impossible to cross them without discomfort or worry about costly repairs. I imagine we're not the only ones experiencing this frustration.

I'd like to kindly ask that the town reconsider the necessity of these speed bumps and explore alternative solutions for traffic calming, if needed—perhaps signage, better lighting, or less invasive measures that don't impact residents' vehicles so harshly. Removing the speed bumps would greatly improve our daily quality of life and likely ease the burden on others in the neighborhood too.

Thank you for taking the time to read this and for all the work you do for Wesley Hills.

I look forward to hearing your thoughts.

Sincerely,

Joey Kerzner



Outlook

Request for the Removal of Speed Bumps in Our Neighborhood

From Rachel Lichter <rlichter05@gmail.com>

Date Sat 3/15/2025 10:02 PM

To Mayor <mayor@wesleyhills.org>

Dear Mayor Katz,

I hope this email finds you well. My name is Rachel Lichter. I live in Wesley Hills.

I am writing to express my concern regarding the speed bumps that have been installed throughout our neighborhood.

As a mother, I want nothing more than to ensure the safety and well-being of my children. I always drive with the utmost caution, especially in our residential area, as I am fully aware of the importance of safe driving around children and pedestrians. However, despite driving slowly over these speed bumps, I have noticed significant damage to my car every time I pass over them, as have many of my neighbors.

The bumps, while perhaps intended to slow traffic, seem to do more harm than good. Rather than improving safety, they have created a situation where vehicles are being damaged, and residents are becoming increasingly frustrated. Many of us feel that the bumps are not only damaging our cars but also contributing to unnecessary stress for families who already make a conscious effort to drive safely.

I fully support measures that prioritize the safety of our community, but I believe the current speed bumps are not the most effective solution. I kindly ask that you consider having them removed permanently, or perhaps explore alternative measures to ensure both the safety of residents and the integrity of our vehicles.

Thank you for your time and attention to this matter. I look forward to hearing from you soon.

Sincerely,
Rachel Lichter



Pomona heights speed bumps

From Uri Shinsky <shinskyu@gmail.com>

Date Sun 3/16/2025 8:59 AM

To Mayor <mayor@wesleyhills.org>

Dear Mayor,

I appreciate you reaching out to the neighbourhood about the speed bump situation.

Based on my observations, driving on our section of Buena vista (between serven rd and summit rd) are as dangerous as before. School buses, delivery vehicles, contractors, and local residents alike seem oblivious to their driving environment. I am so concerned! We have a ton of little kids in the neighbourhood running back and forth. It's so dangerous!

Additional speed bump location request:

Location 1: on Buena vista rd - between serven rd and summit rd

Location 2: summit rd

I can't attest to other locations in pomona heights because my observation of what happens there is much more limited than my front row seat of the racetrack in front of our home (4 Buena vista).

As far as speed bump type, on willow tree, the town added a temporary speed bump right next to the previously placed ones and it made the ride-over smoother. I recommend a permanent elevated crosswalk style, like you'd find on Meyer drive in montebello. I think removing the temporary bumps just opens the door for more of what we are trying to prevent, even if it's for a few snowy months.

I really appreciate your work on this and please let me know if there is anything I can do to help with this process.

Thank you,

Uri Shinsky, Lead Advisor
@Precision Writers
970-333-9704
Pros@PrecisionWriting.co

Inline image



Speed bumps

From cdhmsn@aol.com <cdhmsn@aol.com>

Date Sun 3/16/2025 1:25 PM

To Mayor <mayor@wesleyhills.org>

Good afternoon Mayor Katz

I am responding to your letter dated March 13, 2025 regarding speed bumps in Pomona Heights. I do not know if the temporary speed bumps helped to slow cars down as I do not live on that street. I know that I slowed down as it was very uncomfortable to go over the bump quickly. I think the speed bumps on Old Pomona Road should be closer to Serven Road.

The speed of buses and cars on Buena Vista Road and Summit Road is very dangerous. I think these roads should be considered. I am a resident on Buena Vista Road and if speed bumps are considered I want to be made aware of any signs that will be placed alerting drivers about the speed bumps. I want to be notified BEFORE any signs are installed because I DO NOT want any sign in the middle of my front property.. The sign that was placed in the middle of the front property of 9 Old Pomona Road is awful. I do not want to look at a sign in the middle of my property,

I have lived in Pomona Heights since 1974 and speeding has always been a problem. I am not sure what the answer is but I would hope that if the speed bumps are not working to slow down drivers that the speed bumps would be removed. Please do not place permanent speed bumps until it is certain that this is working. Thank you for all your efforts for Pomona Heights.

Christine Healy
2 Buena Vista Road



Pomona Heights

From katzbros (null) <katzbros@aol.com>

Date Sun 3/16/2025 3:52 PM

To Mayor <mayor@wesleyhills.org>

We vote NO to speed bumps. They don't help and are very annoying. They can cause damage to our vehicles. Speed bumps are really for longer stretches of road which are more prone to speeding. This neighborhood is very small and has no through traffic.

Thank you

Larry and Malkie Katz. that's 2 votes for NO speed bumps.



Outlook

Speed bumps

From Zehava Mann <zehava.baker@gmail.com>

Date Sun 3/16/2025 4:59 PM

To Mayor <mayor@wesleyhills.org>

Good Morning/Afternoon/Evening,

In response to the letter sent from the village.

We do NOT want the speedbumps back. Either temporary or the asphalt ones. I have a speed bump west of my property and do not find that it solves the issue of slowing down cars. In fact cars went faster over the bumps bc the shock on the car was less.

In addition they also caused alot of noise from trailers and even inside my house where I have had my walls shake.

Please don't bring the speed bumps back.

Sincerely

Elie and Zehava Mann

14 Buena Vista Road



Re: Is there a need for Speed Bumps

From Edward Studnitzer <ebprinter41@aol.com>

Date Mon 3/17/2025 4:09 PM

To Mayor <mayor@wesleyhills.org>

Dear Mayor Marshall Katz:

I feel that we do not need Pomona Heights Speed Bumps. I think that the cars are not going fast.

I live on Onderdonk Road.

This is my opinion.

Thank you for your concern.

Edward Studnitzer



Fw: NY Town of Ramapo Willow Town Tree Park

From Mayor <mayor@wesleyhills.org>

Date Fri 3/28/2025 11:02 AM

To Ben Selig <seliglaw@aol.com>; Trustee 1 <trustee1@wesleyhills.org>; Trustee 2 <trustee2@wesleyhills.org>; Trustee 3 <trustee3@wesleyhills.org>; Trustee 4 <trustee4@wesleyhills.org>; Village Clerk <villageclerk@wesleyhills.org>

Additional discussion from the Town. They are thinking that the gazebo has reached end of life too/

Best regards,

Marshall F. Katz
 Mayor, Village of Wesley Hills
 Co-Chair, Rockland County Conference of Mayors
 432 Route 306
 Wesley Hills, NY 10952
 Phone: 845-354-0400



From: Michelle Antosca <AntoscaM@ramapo-ny.gov>

Sent: Friday, March 28, 2025 10:53 AM

To: Mayor <mayor@wesleyhills.org>; Michael Specht <SpechtM@ramapo-ny.gov>; Mona Montal <montalm@ramapo-ny.gov>

Subject: RE: NY Town of Ramapo Willow Town Tree Park

Hi

Thanks, not a problem I am sure you are busy. As for funding I will let Mona respond to that as I am not sure what was discussed. For the location, the only area that it would work is the flat area by the mound where the willows use to be, otherwise there would be more excavation and drainage requirements that may add exponentially to the cost.

Whenever anyone is ready to move, we can meet and discuss either way if this works or not. I would at least like to discuss a new gazebo/pavilion to replace the old damaged one that we keep having to repair as it is starting to age beyond its lifeline.

I will await to hear from everyone on the next steps.

Sincerely
 Michelle

From: Mayor <mayor@wesleyhills.org>

Sent: Friday, March 28, 2025 10:49 AM

To: Michelle Antosca <AntoscaM@ramapo-ny.gov>; Michael Specht <SpechtM@ramapo-ny.gov>; Mona Montal <montalm@ramapo-ny.gov>

Subject: Re: NY Town of Ramapo Willow Town Tree Park

Michelle,

Thanks for putting this together. I'm sorry it took me a week to get back to you, but I've been swamped.

I'm glad to hear about the rebuilding of the pier and the ramp from Amsterdam as well as your ongoing general cleanup of the park.

Concerning the playground, it looks like what you are proposing is a \$400K+ project. It would be helpful to know what type of contribution the Town might be seeking from the Village and if there would be any offset to the total cost from any grant funds.

I'm going to share your email with the Village Board for discussion at our meeting next Tuesday. I assume they will want to have another meeting presenting the proposed playground area to the public. We did get some pushback previously from nearby residents and I'm curious what the reaction might be to this proposal.

By the way, do you know exactly where in the park you would be looking to put this playground. Placement might affect the reaction from the public as if it is close to the backyard of some homes, those residents might be upset, but if it is as far as possible from residences on both Amsterdam and Willow Tree it might have less opposition.

Best regards,

Marshall F. Katz
Mayor, Village of Wesley Hills
Co-Chair, Rockland County Conference of Mayors
432 Route 306
Wesley Hills, NY 10952
Phone: 845-354-0400



From: Michelle Antosca <AntoscaM@ramapo-ny.gov>

Sent: Friday, March 21, 2025 3:39 PM

To: Mayor <mayor@wesleyhills.org>; Michael Specht <SpechtM@ramapo-ny.gov>; Mona Montal <montalm@ramapo-ny.gov>

Subject: FW: NY Town of Ramapo Willow Town Tree Park

Hi,

See attached proposal and layout for a playground at Willow Tree Park, if you want to view the exact rendering of the playground you can use the link below. This would go on the open grass area still allowing for open space for picnics and games. If this is the direction we want to go let me know.

We will also be scheduling the work to be done rebuilding the pier and adding the handicapped accessible ramp from Amsterdam to get into the park in the coming weeks as well.

Please let me now if you have any questions.

Sincerely
Michelle

Here's the attachment as a link for your review:

[Willow Town Tree Park Renderings.pdf](#)



Fw: NY Town of Ramapo Willow Town Tree Park

From Mayor <mayor@wesleyhills.org>

Date Fri 3/28/2025 10:49 AM

To Ben Selig <seliglaw@aol.com>; Trustee 1 <trustee1@wesleyhills.org>; Trustee 2 <trustee2@wesleyhills.org>; Trustee 3 <trustee3@wesleyhills.org>; Trustee 4 <trustee4@wesleyhills.org>; Village Clerk <villageclerk@wesleyhills.org>

 4 attachments (2 MB)

117093-01-01_NASPO Quote Willow Town Tree Park.pdf; Willow Town Tree Park-Model.pdf; 117093-02-01_RR Quote Willow Town Tree Park.pdf; Quote #2501544.pdf;

Please see the email below and attachments concerning Willow Tree Park.

Best regards,

Marshall F. Katz
Mayor, Village of Wesley Hills
Co-Chair, Rockland County Conference of Mayors
432 Route 306
Wesley Hills, NY 10952
Phone: 845-354-0400



From: Michelle Antosca <AntoscaM@ramapo-ny.gov>

Sent: Friday, March 21, 2025 3:39 PM

To: Mayor <mayor@wesleyhills.org>; Michael Specht <SpechtM@ramapo-ny.gov>; Mona Montal <montalm@ramapo-ny.gov>

Subject: FW: NY Town of Ramapo Willow Town Tree Park

Hi,

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Please let me now if you have any questions.

Sincerely
Michelle

Here's the attachment as a link for your review:
[Willow Town Tree Park Renderings.pdf](#)



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

03/21
Quote #
117093-01-01

Item 24.

NY Town of Ramapo Willow Town Tree Park P/G

Ramapo Town of
Attn: Michelle Antosca
59 Campbell Ave
Ramapo, NY 10901
United States
Phone: 845-721-6065
Fax: 845-357-86184
antoscam@ramapo.org

Ship to Zip 10901

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PT21014 LaPine	\$23,649.00	\$23,649.00
1	RDU	GameTime - PT16043	\$61,857.00	\$61,857.00
1	4625	GameTime - Balance Beam	\$643.00	\$643.00
1	5371	GameTime - Mini Orchard Climber	\$10,211.00	\$10,211.00
1	6223	GameTime - Merry Musical	\$7,157.00	\$7,157.00
1	5960SP	GameTime - VistaTree Top 3	\$20,634.00	\$20,634.00
1	6278I	GameTime - Bunny Spring Rider	\$1,459.00	\$1,459.00
1	6280I	GameTime - Fox Spring Rider	\$1,459.00	\$1,459.00
1	RDU	GameTime - PowerScape ADA 3 Bay Swing - 1 Zero G 5-12 Seat 1 Zero G 2-5 Seat 3 Belt Seats 1 Enclosed Tot Seat	\$10,134.00	\$10,134.00
4	28009	GT-Site - 6' P/S Bench W/Back Inground	\$1,061.00	\$4,244.00
Contract: NASPO - NY			Sub Total	\$141,447.00
			Discount	(\$18,260.79)
			Freight	\$13,832.42
			Total	\$137,018.63

Comments

NASPO Master Agreement PO-10700-00015856

Safety surfacing is not included in price

Installation is not included in price.

Acceptance of equipment and off loading is not included in price

Unloading and uncrating equipment from the truck is not included in price

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order

MS af



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

03/21
Quote #
117093-01-01

Item 24.

NY Town of Ramapo Willow Town Tree Park P/G

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE:**

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

This quotation is subject to the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **MRC, INC.** Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to **MRC, INC.** Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 12-18 weeks after Marturano's receipt and acceptance of your PURCHASE ORDER, signed quotation, drawing approval (if required) and color selections. Some products may require longer lead times. Consult with your Sales Representative for any extended lead times that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Sales Representative: Mike Stankina



your site here

MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrec.com

03/21
Quote #
117093-01-01

Item 24.

NY Town of Ramapo Willow Town Tree Park P/G

Acceptance of quotation: (ALL INFORMATION REQUIRED)

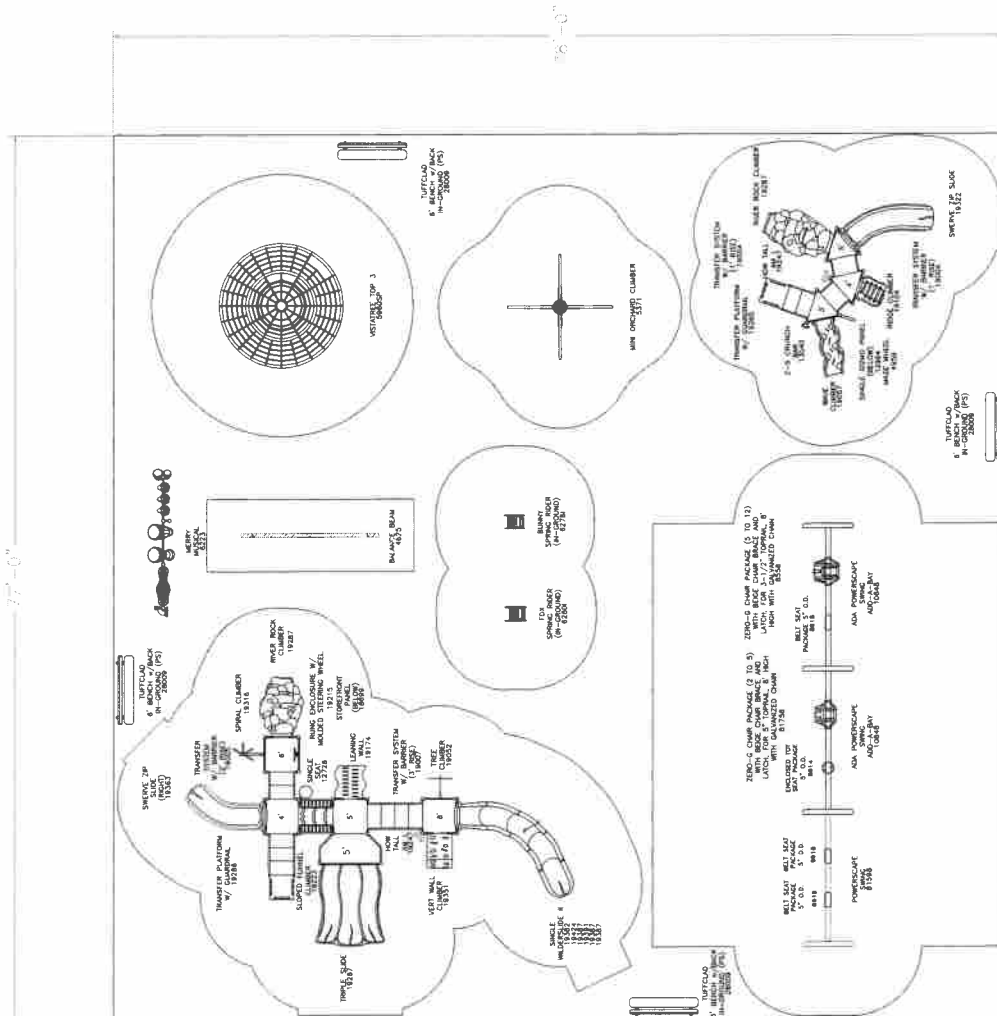
Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
Email: _____ Facsimile: _____

Purchase Amount: **\$137,018.63**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____
Bill To Contact: _____ Ship To Contact: _____
Bill To Email: _____ Ship To Email: _____
Bill To Phone: _____ Ship To Phone: (Office): _____
(Cell): _____
Bill to Address: _____ Ship To Address: _____
Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)



9	0	0	6
1	5	0	

**150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com**

Willow Town
Town of Re
Representative
MRC

Willow Town Tree Park

1151

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Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

03/21
Quote #
117093-02-01

Item 24.

NY Town of Ramapo Willow Town Tree Park Playground Surfacing

Ramapo Town of
Attn: Michelle Antosca
59 Campbell Ave
Ramapo, NY 10901
United States
Phone: 845-721-6065
Fax: 845-357-86184
antoscam@ramapo.org

Ship to Zip 10901

Quantity	Part #	Description	Unit Price	Amount
1	Rubberbond	RR - Supply and Installation 6,006 sf Rubberbond Blend Safety Surfacing- Color _____	\$144,520.00	\$144,520.00
1	Curbs	RR - Supply Only (57) 8" Rubber Curbs	\$5,700.00	\$5,700.00
			Sub Total	\$150,220.00
			Freight	\$300.00
			Total	\$150,520.00

Comments

NCPA Contract 10-04

Sales tax is not included. Please supply a copy of your tax exempt certificate when placing your order

Dumpster and site security are not included in price

Installation of curbs is not included in price

Stone is not included in price

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RubberRecycle
Recycled Rubber Products

Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
p: 888.436.6846
f: 732.370.4247

03/21

Item 24.

Quote #
117093-02-01

NY Town of Ramapo Willow Town Tree Park Playground Surfacing

Payment Method:

Purchase orders are only accepted from public schools and municipalities. All non-government, religious and private entities will require a 50% deposit; the remaining balance plus extras to be paid on the day of completion with a certified check or credit card.

Signature: _____ Date: _____

Customer is responsible for keeping area closed, safe and secure during the 48 hour curing process for each phase or irrevocable damage will occur. **Rubbercycle will not be held liable when the damage will occur, the customer will have to pay to have the damage repaired. Please Initial:**

Rubberbond: There may be slight color variations during the curing process but should blend in a short period of time depending on weather conditions. Note: "Day Seams" may be required and visible based on size of the project and/or unforeseen weather conditions causing the process to be suspended. Any damage incurred during curing will be repaired at the customer's expense. Variations in texture may be visible due to temperature fluctuations. Note: All surfaces will darken initially. Swing areas and non-stationary equipment areas are subject to excess wear and are not covered under warranty. Wear mats are encouraged. The Wear Course is subject to rubber granulating. Periodic leaf blowing is recommended to maintain a clean and safe surface.

Aquabond Disclaimers: Color may go through a burnout or yellowing effect for a few weeks and then return to normal. **Please Initial:**

Rubber Mulch Disclaimers: Rubber mulch should not be stored or placed directly on or near asphalt. The petroleum distillates used in asphalts may adversely affect the pigmentation of the rubber mulch and cause a harmless "Bleeding affect" on the color. Installation is not included unless otherwise noted. **Please Initial:**

TERMS AND CONDITIONS: Poured Rubber safety surfaces: The Rubbercycle™ Quote is based on the information provided and is subject to change based on review of complete plans, site location, including final installation unless indicated above. Sub-base materials and work provided by others and must meet Rubberbond specifications and appropriate grade elevations; and is the responsibility of the owner. Rubbercycle's Standard insurance does not include "additional insured", subrogation, or primary / noncontributing wording. In the event that a change in color, color percentage, thickness, or square footage is required, a revised proposal and/or purchase order will be submitted prior to installation.

GENERAL LABOR: All work and materials will be as specified. All labor will be performed in a workmanlike fashion. Any unforeseen/unknown sub surface utilities/substructures damaged during the work are not the company responsibility; and may incur additional costs, charges or fees. Owner will be responsible for maintenance and surfacing upkeep in strict accordance with the manufacturer's specifications. All changes to this contract shall be made in writing, and not valid until signed by the company.

Changes may be subject to additional fees. All schedules and agreements are subject to labor strikes, unusual weather, transportation availability and delays, manufacturing and supply and other delays beyond our control. Owner of project to carry fire, property, casualty, and other applicable insurance. Company workers are covered under statutory workman's compensation insurance.

APPLICABLE LAW: The validity, construction and interpretation of these terms and conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding that body of law applicable to choice of law. This agreement has been entered into in New Jersey and Buyer agrees that it is subject to the in personam jurisdiction of the State and Federal Courts of New Jersey. Venue is designated in Ocean County New Jersey or the Federal District court in Essex County, New Jersey. Parties agree to waive trial by Jury on all matters. Buyer hereby waives any and all rights to seek a change of venue based upon forum non conveniens or any other procedural theory. If any of these terms and conditions are declared either void, or unenforceable, such provision shall be severed from these terms and conditions and the remaining terms and conditions shall otherwise remain in full force and effect.

CONSEQUENTIAL DAMAGES WAIVER: Buyer agrees to indemnify, defend and hold Rubbercycle™ harmless of and free from any liability which may be asserted against Rubbercycle™ by virtue of any suit or claim of any kind, arising out of, connected with, or



Rubber Recycle
1985 Rutgers University Boulevard
Lakewood, NJ 08701
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03/21
Item 24.
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NY Town of Ramapo Willow Town Tree Park Playground Surfacing

resulting from the purchase, sale, use, installation or consumption of the goods by Buyer, or any subsequent user of the goods. Buyer shall reimburse Rubberecycle™ within ten (10) days after any judgments rendered against Rubberecycle™ as a result of the foregoing and shall pay all costs and expenses incurred by Rubberecycle™ in defending any action brought against Rubberecycle™ as a result thereof, including reasonable attorney fees, court costs, expert witness fees and expenses.

In no event will rubberecycle™ be responsible for any direct loss or damage, including without limitation cost and expenses, in excess of the amounts paid by buyer for the materials supplied. Rubberecycle™ will not be responsible or liable for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including but not limited to, direct loss or damage, lost revenue or profits, replacement goods, loss or interruption of use, even if rubberecycle was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability or otherwise.

ACCEPTANCE OF PROPOSAL: The above pricing, schedule and payment, terms and conditions detailed in this quote are also agreed to and accepted. By signing this agreement below, you are authorizing us to do the specified work detailed in this quotation.

SIGNATURE: _____ DATE: _____ WITNESS: _____ DATE: _____

Sales Representative: Mike Stankina

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimile: _____

Purchase Amount: **\$150,520.00**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

PAT CORSETTI, INC.

QUOTE

Park & Playground Construction

Date: March 20, 2025

Quote #: 2501544

Expiration Date: April 19, 2025

To: **GameTime
C/o MRC
PO Box 106
Spring Lake, NJ 07762**

Job

Payment Terms

Ramapo, NY- Willow Tree Park

50% Deposit; Balance Due Upon Completion

Description

Line Total

Unload delivery of play equipment and dispose of packing material.

Excavate and grade site as needed. Excavated spoils to be spread on site.

Create earthen swale to direct water away from play area.

Install only: PrimeTime 2-5 unit, PrimeTime 5-12 unit, Balance Beam, Mini Orchard Climber, Merry Musical, Vista Tree Top 3, (2) Spring Riders, three-bay swings, and (4) in-ground benches as per drawing # 117093-01-01

Furnish and install 310 LF of 6" X 18" concrete curbs.

Furnish and install 6,006 SF of 3" crushed stone base.

Seed and restore lawn areas disturbed by construction.

\$ 127,605.00

\$	127,605.00
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Sales tax will be added unless a tax exempt number is supplied

Sales Tax

Total

\$ 127,605.00

Inclusions: All installations to be as per manufacturer's specifications. Layout equipment and check for all necessary use zones as per CPSC guidelines. All installations will be supervised by a NRPA Certified Playground Safety Inspector. One year warranty on installation.

Quotation prepared by:

Al Corsetti, President

PAT CORSETTI, INC.

QUOTE

Park & Playground Construction

Date: March 20, 2025

Quote #: 2501544

Expiration Date: April 19, 2025

To: GameTime
C/o MRC
PO Box 106
Spring Lake, NJ 07762

Terms & Conditions

Unless otherwise stated, this is a quotation on the goods and/or services named, subject to the conditions noted below:

I. SITE CONDITIONS: It is assumed that Contractor is working on a flat, earthen surface. Contractor's trucks and equipment must have direct access to job site. All work is to be performed in one mobilization. Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expenses incurred due to such conditions, limited access, and/or additional mobilizations.

II. OWNER'S RESPONSIBILITIES: Owner must notify Pat Corsetti, Inc. upon order of equipment and/or surfacing to ensure timely installation. Owner agrees to provide security for job site, including while concrete and/or surfacing is curing. Owner agrees to receive, unload, and store deliveries. Owner agrees to furnish and install safety surfacing in accordance with CPSC Use Zone Guidelines. Owner shall hold Contractor harmless in the event of injury due to lack of, or insufficient, resilient surface. Owner agrees to locate and mark all utilities. Any unmarked utilities damaged during construction are the responsibility of the owner.

III. CLEAN UP: Excavated spoils and packing material will be loaded into owner provided container or stacked neatly on site. Owner agrees to dispose of said debris.

IV. CHANGES IN THE WORK: All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practice. Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a contract Change Order. The change in the contract price caused by such contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 15% shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed.

V. SUBCONTRACTS: The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

VI. TAXES AND ASSESSMENTS: Owner will pay for applicable taxes and assessments of all descriptions, including permit fees.

VII. INSURANCE AND DEPOSITS: Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees and persons under persons on the job site at Owner's invitation. Owner shall also procure at own expense and before the commencement of work hereunder "all-risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance shall name the Contractor and any subcontractors as additional insured's, and will be written to protect owner, Contractor and subcontractors as their interests may appear.

Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence or earthquake, owner as extra work shall pay for work done by Contractor in rebuilding or restoring the project.

VIII. RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within (5) days of the due date is a material breach of this contract and shall entitle contractor to cease any further work.

IX. COMPLIANCE WITH LAWS: In connection with the performance by contractor of duties pursuant to this contract, contractor shall comply with the all federal, state, county and local laws, ordinance and regulations.

X. ARBITRATION, VALIDITY AND DAMAGES: Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the construction Industry Arbitration rules of American Arbitration Association and judgment up the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

XI. ATTORNEY FEES: In the event legal action or arbitration instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in said action or arbitration, in addition to costs and reasonable expenses

By signing below, I accept the terms and conditions of this proposal and acknowledge that my acceptance will serve as a formal order for work.

Contract Amount: \$ 127,605.00

Signature

Date

Print Name