



## **BOARD OF TRUSTEES MEETING AGENDA**

**September 12, 2023 at 7:00 PM**

**432 Route 306, Wesley Hills, NY 10952**

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

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### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

- [1.](#) August 8, 2023

### **RESOLUTIONS/DISCUSSIONS**

2. Appointment of Zoning Board of Appeals Member for a Term to Expire April 2027
3. Appointment of First Alternate Member to the Zoning Board of Appeals – balance of a one year term.
4. Appointment of Second Alternate Member to the Zoning Board of Appeals – balance of a one year term.
5. Resolution Authorizing the Filing of an Application for a Grant under the Justice Court Assistance Program, 2023-2024, established by the State of New York.
- [6.](#) Resolution Approving Proposal from Environmental Construction
- [7.](#) Resolution Approving the Proposal from General Code for File Sharing
- [8.](#) Resolution Accepting the Performance Permit Bond for Congregation Trisk-Tolna
- [9.](#) Resolution Accepting the Performance Bond for Mark & Miryam Silber
- [10.](#) Resolution Approving Indemnification & Hold Harmless Agreement for 3 Villa Lane
- [11.](#) Resolution Approving Contract with Colliers Engineering for Lime Kiln/Wilder Warrant Analysis
- [12.](#) Resolution Notifying Rockland County Community Development that the Village will not be submitting a 2024 Grant Application
- [13.](#) Resolution approving abstracts of audited claims
14. Resolution approving transfer of funds
- [15.](#) Resolution Accepting the Contract Assignment Letter from Brooker Engineering to Weston & Sampson P.E.

### **REPORTS**

16. Mayor

17. Village Clerk/Treasurer

18. Village Attorney

**OPEN FLOOR: PUBLIC DISCUSSION**

**EXECUTIVE SESSION**

**NEW BUSINESS**

**ADJOURNMENT**



## BOARD OF TRUSTEES MEETING MINUTES

August 08, 2023 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

### MEMBERS PRESENT:

Marshall Katz, Mayor  
Ed McPherson, Deputy Mayor  
Ruth Ivey, Trustee  
Milton Schwartz, Trustee  
Yisroel Cherns, Trustee

### MEMBERS ABSENT:

None

### OTHERS PRESENT:

Ben Selig, Village Attorney  
Camille Guido - Downey, Village Clerk-Treasurer

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

### Item #1

**Resolution #95-23**

#### APPROVAL OF MINUTES

Trustee Cherns made a motion to approve the Minutes of July 11, 2023, seconded by Trustee Ivey. Upon vote, Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz, this motion carried unanimously.

### Item #2

**Resolution #96-23**

#### Resolution Approving a Refund for a Double Tax Payment to 1 Wilder LLC

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

**WHEREAS**, the Village of Wesley Hills issued a 2023 Village Tax Bill No. 000816 with respect to real property designated on the Town of Ramapo Tax Map as Section 41.10 Block 1, Lot 33 with respect to premises known as 1 Wilder Road, Monsey, New York 10952, and

**WHEREAS**, on June 22, 2023, Ben Lev on behalf of 1 Wilder LLC paid the said tax bill applicable to the aforementioned property in the amount of \$389.71, and

**WHEREAS**, on June 23, 2023, Shellpoint Mortgage Services made a duplicate payment of the 2023 Village tax bill applicable to the aforementioned property in the amount of \$389.71, and

**WHEREAS**, as a consequence of the above, the Village taxes for the said premises are overpaid to the Village of Wesley Hills in the amount of \$389.71,

**NOW THEREFORE, BE IT RESOLVED**, that the said Homeowner is entitled to a refund for the overpayment of 2023 Village taxes, and

**BE IT FURTHER RESOLVED**, that the Village Clerk-Treasurer is hereby directed to remit the sum of \$389.71 to 1 Wilder LLC.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

### **Item #3**

### **Resolution #97-23**

### **Resolution Approving a Refund for a Double Tax Payment to Glenbrook Road Associates LLC**

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

**WHEREAS**, the Village of Wesley Hills issued a 2023 Village Tax Bill No. 000877 with respect to real property designated on the Town of Ramapo Tax Map as Section 41.10 Block 2, Lot 40 with respect to premises known as 12 Fieldcrest Drive, Monsey, New York 10952, and

**WHEREAS**, on June 6, 2023, Moshe Weinstein on behalf of Glenbrook Road Associates LLC paid the said tax bill applicable to the aforementioned property in the amount of \$673.27, and

**WHEREAS**, on June 7, 2023, CPHP LLC made a duplicate payment of the 2023 Village tax bill applicable to the aforementioned property in the amount of \$673.27, and

**WHEREAS**, as a consequence of the above, the Village taxes for the said premises are overpaid to the Village of Wesley Hills in the amount of \$673.27,

**NOW THEREFORE, BE IT RESOLVED**, that the said Homeowner is entitled to a refund for the overpayment of 2023 Village taxes, and

**BE IT FURTHER RESOLVED**, that the Village Clerk-Treasurer is hereby directed to remit the sum of \$673.27 to Glenbrook Road Associates LLC.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

### **Item #4**

### **Resolution #98-23**

### **Resolution Approving a Refund for a Double Tax Payment to Corelogic Refunds Department**

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

**WHEREAS**, the Village of Wesley Hills issued a 2023 Village Tax Bill No. 000967 with respect to real property designated on the Town of Ramapo Tax Map as Section 41.11 Block 1, Lot 68 with respect to premises known as 16 Glenbrook Road, Monsey, New York 10952, and

**WHEREAS**, on June 22, 2023, Land Track Title paid the said tax bill applicable to the aforementioned property in the amount of \$395.65, and

**WHEREAS**, on June 23, 2023, Select Portfolio Servicing on behalf of CoreLogic made a duplicate payment of the 2023 Village tax bill applicable to the aforementioned property in the amount of \$395.65, and

**WHEREAS**, as a consequence of the above, the Village taxes for the said premises are overpaid to the Village of Wesley Hills in the amount of \$395.65,

**NOW THEREFORE, BE IT RESOLVED**, that the said Homeowner is entitled to a refund for the overpayment of 2023 Village taxes, and

**BE IT FURTHER RESOLVED**, that the Village Clerk-Treasurer is hereby directed to remit the sum of \$395.65 to the CoreLogic Refunds Department.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

#### **Item #5**

#### **Resolution #99-23**

#### **Resolution Approving a Refund of a Double Tax Payment to Jeffrey & Shira Berger**

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

**WHEREAS**, the Village of Wesley Hills issued a 2023 Village Tax Bill No. 001030 with respect to real property designated on the Town of Ramapo Tax Map as Section 41.11 Block 2, Lot 16 with respect to premises known as 6 Village Green, Monsey, New York 10952, and

**WHEREAS**, on June 1, 2023, Nationstar Mortgage paid the said tax bill applicable to the aforementioned property in the amount of \$671.04, and

**WHEREAS**, on June 23, 2023, Roundpoint Mortgage made a duplicate payment of the 2023 Village tax bill applicable to the aforementioned property in the amount of \$671.04, and

**WHEREAS**, as a consequence of the above, the Village taxes for the said premises are overpaid to the Village of Wesley Hills in the amount of \$671.04,

**NOW THEREFORE, BE IT RESOLVED**, that the said Homeowner is entitled to a refund for the overpayment of 2023 Village taxes, and

**BE IT FURTHER RESOLVED**, that the Village Clerk-Treasurer is hereby directed to remit the sum of \$671.04 to Jeffrey & Shira Berger.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #6**

**Resolution #100-23**

**Resolution Approving a Refund for a Double Tax Payment to Yisroel Weisz**

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

**WHEREAS**, the Village of Wesley Hills issued a 2023 Village Tax Bill No. 001484 with respect to real property designated on the Town of Ramapo Tax Map as Section 41.16 Block 2, Lot 17 with respect to premises known as 2 Wilson Court, Spring Valley, New York 10977, and

**WHEREAS**, on June 15, 2023, Yisroel Weisz paid the said tax bill applicable to the aforementioned property in the amount of \$363.73, and

**WHEREAS**, on June 23, 2023, Fay Servicing made a duplicate payment of the 2023 Village tax bill applicable to the aforementioned property in the amount of \$363.73, and

**WHEREAS**, as a consequence of the above, the Village taxes for the said premises are overpaid to the Village of Wesley Hills in the amount of \$363.73,

**NOW THEREFORE, BE IT RESOLVED**, that the said Homeowner is entitled to a refund for the overpayment of 2023 Village taxes, and

**BE IT FURTHER RESOLVED**, that the Village Clerk-Treasurer is hereby directed to remit the sum of \$363.73 to Yisroel Weisz.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #7**

**Resolution #101-23**

**Resolution Approving a Refund for a Double Tax Payment to Corelogic Refunds Department**

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

**WHEREAS**, the Village of Wesley Hills issued a 2023 Village Tax Bill No. 001514 with respect to real property designated on the Town of Ramapo Tax Map as Section 41.18 Block 1, Lot 16 with respect to premises known as 47 S Parker Drive, Monsey, New York 10952, and

**WHEREAS**, on June 22, 2023, Gibraltar Abstract paid the said tax bill applicable to the aforementioned property in the amount of \$532.97, and

**WHEREAS**, on June 23, 2023, Select Portfolio Servicing on behalf of CoreLogic made a duplicate payment of the 2023 Village tax bill applicable to the aforementioned property in the amount of \$532.97, and

**WHEREAS**, as a consequence of the above, the Village taxes for the said premises are overpaid to the Village of Wesley Hills in the amount of \$532.97,

**NOW THEREFORE, BE IT RESOLVED**, that the said Homeowner is entitled to a refund for the overpayment of 2023 Village taxes, and

**BE IT FURTHER RESOLVED**, that the Village Clerk-Treasurer is hereby directed to remit the sum of \$532.97 to the CoreLogic Refunds Department.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #8**

**Resolution #102-23**

**Resolution Approving the Agreement for Payment Processing with CSG/Forte Payments Inc. for Online Payments**

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

**RESOLVED**, that the agreement between the Village of Wesley Hills and CSG/Forte Payments Inc. for online payments, 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 agreement by signing same on behalf of the Village of Wesley Hills.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #9**

**Resolution #103-23**

**Resolution Approving an Agreement for Engineering Services with Fusco Engineering & Land Surveying, P.C.**

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

**WHEREAS**, the Village of Wesley Hills has seen an increase in need for enforcement and building services from the community, and

**WHEREAS**, there is an expectation that building department services will increase with the new 14 lot subdivision that is under construction, and

**WHEREAS**, the Mayor and Village Board want to be prepared for the increase of services required and have decided to add outside consulting services to handle any overload, and

**THEREFORE BE IT RESOLVED**, that the agreement between the Village of Wesley Hills and Fusco Engineering & Land Surveying, P.C. for code enforcement/building services, 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 agreement by signing same on behalf of the Village of Wesley Hills.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

#### **Item #10**

#### **Resolution #104-23**

#### **Resolution Accepting Proposal from Colliers Engineering & Design for Traffic Study on Lime Kiln/Wilder Road**

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

**WHEREAS**, the Village of Wesley Hills has reviewed all the police reports for the intersection of the Lime Kiln Road and Wilder Road, and

**WHEREAS**, after such review and consultation with the County of Rockland Highway Department, the Village of Wesley Hills has issued a request for proposals for a traffic calming study/analysis for the intersection of Lime Kiln Road and Wilder Road due to the increase traffic accidents, and

**WHEREAS**, that the lowest responsible proposal received was from Colliers Engineering & Design, P.C., and

**THEREFORE BE IT RESOLVED**, that the proposal between the Village of Wesley Hills and Colliers Engineering & Design, P.C. is hereby approved, a copy of which is made a part of the minutes of this Board, 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, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

#### **Item #11**

#### **Resolution #105-23**

#### **Resolution Accepting Proposal from Perfect Cut for Tree Removal at Greg Sikorsky Park**

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

**WHEREAS**, the Village of Wesley requested proposals for routine tree removal services at the Village Park Greg Sikorsky Childrens' Park, located at 37 Lime Kiln Road, and

**WHEREAS**, the Village has received a proposal from Perfect Cut Landscaping to perform the required tree removal, and

**THEREFORE, BE IT RESOLVED** that the proposal between the Village of Wesley Hills and Perfect Cut is hereby approved, a copy of which is made a part of the minutes of this Board, and the

Mayor is authorized to indicate the approval and acceptance of such proposal by signing same on behalf of the Village of Wesley Hills.

Discussion:

Camille Guido-Downey, Village Clerk Treasurer stated that she called four other companies and could not get additional proposals. Ms. Downey stated that one company recommended Perfect Cut as they have crane equipment which is needed.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

## **Item #12**

### **Resolution Approving the Proposal from Environmental Construction for a Temporary Traffic Light at the Lime Kiln/Wilder Road Intersection**

Trustee Schwartz made a motion to move the following resolution, seconded by Trustee Ivey:

**WHEREAS**, the Village of Wesley Hills has continued to monitor the accidents at the intersection of Lime Kiln Road and Wilder Road,

**WHEREAS**, Lime Kiln Road (County Road #84) and Wilder Road (County Road #81) are under the jurisdiction of the County of Rockland Highway Department, and

**WHEREAS**, the Village and the County of Rockland Highway Superintendent have agreed that there is an emergency need for a traffic light at the intersection, and

**WHEREAS**, the Village of Wesley Hills in the interest of health and safety of the motorists using the Lime Kiln/Wilder intersection have agreed to install a temporary traffic light at our expense, and

**WHEREAS**, the Village has received a proposal from Environmental Construction for the installation and maintenance of a temporary 4-way traffic light at the intersection of Lime Kiln Road and Wilder Road, and

**THEREFORE BE IT RESOLVED**, the proposal between the Village of Wesley Hills and Environmental Construction is hereby approved, a copy of which is made a part of the minutes of this Board, and the Mayor is authorized to indicate the approval and acceptance of such proposal by signing same on behalf of the Village of Wesley Hills.

Discussion:

Mayor Katz stated that the proposal submitted is for \$168,000 for the rental of 4 temporary traffic signals. Board Members discussed purchasing temporary traffic signals, rent with option to buy, used equipment, lead time, 4 way stop signs, permanent traffic signal and time frame for traffic study. Mayor directed Village Clerk to obtain the requested information and report back at the August 22 workshop. Mayor Katz noted that the Village Board can have a regular meeting on August 22 to consider the additional information.

Trustee Cherns made a motion to table this item to allow time for more information on the 4-way stop sign option, seconded by Trustee Schwartz.

Upon vote:

Yea; Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns

Nay: Mayor Katz, Trustee Schwartz

This motion was carried 3 to 2.

### **Item #13**

### **Resolution #106-23**

#### **Resolution Approving Supplement #1 to the NYSDOT Contract for Sidewalks on Willow Tree Road**

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

**WHEREAS**, the Village of Wesley Hills and its Engineer, Creighton Manning have reviewed the progress of the design of the sidewalks on Willow Tree Road, and

**WHEREAS**, after such review it was determined that there are excess funds located in the preliminary design fund and wish to transfer said funds to the Right-of-Way funds, and

**WHEREAS**, in order to transfer such funds, an amendment to the existing contract with the New York State Department of Transportation is requested, and

**THEREFORE BE IT RESOLVED**, that the supplemental agreement between the Village of Wesley Hills and the New York State Department of Transportation is hereby approved, a copy of which is made a part of the minutes of this Board, 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, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

### **Item #14**

### **Resolution #107-23**

#### **Resolution Accepting a Revised Abstract from May 2023**

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

**WHEREAS**, that the Village of Wesley Hills passed Resolution #80-23 approving abstract #5/23 dated May 10, 2023, in the amount of \$275,012.11, and

**WHEREAS**, it was discovered that the amount approved was incorrect and the correct amount is \$278,845.71, and

**THEREFORE BE IT RESOLVED**, that abstract #5/23 dated May 10, 2023, is hereby revised with the correct amount of \$278,845.71, a copy of which revised abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #15**

**Resolution #108-23**

**Resolution Approving Abstract of Audited Claims**

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

**RESOLVED**, that the general fund claims, #20,965 through #21,126 in the aggregate amount of \$245,578.29 as set forth in Abstract #8/23 dated August 8, 2023, 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, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #16**

**Resolution #109-23**

**Resolution Approving Transfer of Funds**

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

**RESOLVED**, that the transfers in the aggregate amount of \$275,000.00 as set forth in Abstract #8/23 dated August 8, 2023, 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, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

**Item #17**

**Resolution #110-23**

**Acceptance of Justice Court Audit**

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

**RESOLVED**, that the Justice Court Audit of the Village Accountant for 2022-2023 is hereby approved and a copy of which is made apart of the Minutes of this Board; and

**BE IT FURTHER RESOLVED**, that said document be forwarded to the New York State Office of Court Administration.

Upon vote:

Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz

This motion was carried unanimously.

## MAYOR'S REPORTS

### 6 Pearl Drive

Mayor Katz stated that at 6 Pearl Drive there is water bubbling at the curb and traveling onto the resident's driveway causing damage. The Village has requested Veolia to check for leaks and they have not found anything. The Village Engineer inspected and requested that Ramapo sewer inspect, and they also found nothing. Further the Village Engineer also stated that it appears to be a natural spring. The resident has stated that when Orange & Rockland installed the new gas main, they removed clay dirt which shifted the water to his side of the road. Mayor Katz stated that he has asked the Village Engineer for their recommendation of repair and to provide a cost estimate. Deputy Mayor McPherson stated that he would recommend that the Village send a formal letter to Veolia requesting an investigation as he has seen many times where it is a water leak even after they inspected and tested the water. Mayor Katz agreed and will send Veolia a letter.

### Timber Trail Culvert

Mayor Katz stated that Town of Ramapo has repaired the culvert on Timber Trail that was damaged during the most recent storm and flooding. There were several homes that received water and had a flood in their homes. The Village Engineer has stated that the line should be videoed, and a capacity analysis should be done to ensure upgrades are not needed.

### Emergency Service Day

Evan Humphrey, Village Fire Inspector has organized an emergency service day which will be held on September 10 from 11-3 at the Village Hall parking lot. Monsey, Tallman and Hillcrest Fire Department, Ramapo PD, and a number of ambulance services will be onsite. This event will allow the residents to honor the volunteer services that serve Wesley Hills, see equipment and encourage recruitment for the agencies.

### E Willow Tree Speed Tables

Mayor Katz stated that the Village received a proposal for the installation of speed tables on E Willow Tree Road and the proposal was \$340,000. Mayor Katz stated that we are waiting on a proposal for one more company.

### Survey

Mayor Katz stated that the survey was closed, and the results were shared with the Board and the residents. The following were the questions that were asked:

1. Should the Village eliminate the indoor parking space requirement or keep the law as it is?
2. Should the Village allow overnight street parking from April 15 to November 15?
3. Are you in favor of increasing the number of fowl residents are allowed to keep?
4. Should the Village eliminate the side/back yard pickup to save money?
5. Are you in favor of the Village changing its law to allow ADUs?
6. Do you have any other comments or issues you would like to share/discuss with the Village Board?

Board Members discussed the following results:

1. For the indoor parking requirement and the overnight street parking, the results show an even split in the responses and Mayor Katz would recommend leaving it as is.
2. For fowl, garbage collection, and ADU's (Accessory Development Units) the results show a large majority of people did not want to see changes to our laws.

Trustee Cherns stated that he feels that the survey is not accurate, and he knows of many people that voted more than once. Trustees Cherns stated the following:

1. Believes that today's demographic more people are interested in elimination of the indoor garage parking requirement.
2. It is an easy construction project and has a low financial impact for families to convert the garage to living space with the permit.
3. Lower impact to the community by using the indoor space so less additions are constructed.
4. No one uses their garage for parking, everyone parks on the driveway or on the street.
5. Most families have many cars and parking in the garage is not feasible.
6. Believes we should draft a law and see who comes out for public comment.

Mayor Katz polled the Board if the Village should draft a law eliminating the indoor parking requirement:

|           |                                                                                |
|-----------|--------------------------------------------------------------------------------|
| Cherns    | Aye                                                                            |
| Katz      | No                                                                             |
| McPherson | No as the requirement for one garage was already a compromise for the Village. |
| Ivey      | No                                                                             |
| Schwartz  | No                                                                             |

Poll failed.

Mayor Katz stated that he believes the survey is a representation of the community. Mayor Katz also stated that he believes that people purchased homes in the Village knowing the laws that were in the books to preserve the Village and ensure that it does not look like certain parts of Monsey.

Deputy Mayor McPherson stated that it is a quality-of-life issue and laws like the indoor parking requirement set the Village apart from Ramapo.

Ben Selig, Village Attorney stated that someone can apply to the ZBA for relief should they wish.

### **Village Clerk/Treasurer Report**

Camille Guido-Downey presented to the Board the following:

Taxes: The Village collected 96% of taxes and there is \$36,813.13 outstanding.

Complaints: The Village received twenty-seven complaints and there were five complaints about work without a permit.

Projects: Village Hall renovation is almost complete with finishing touches to be made. We expect staff to be in their new spaces by the end of August. The Arcadian & Sherri Lighting project is 80% complete and expected to wrap with next week.

Financial Reporting-The monthly dashboard was presented to the Board for review.

### **OPEN FLOOR: PUBLIC DISCUSSION**

Jeff Nulman, 14 Glenbrook Road was present and made the following statements: the Village should use a temporary light on E Willow Tree Road, construct speed tables on Lime Kiln/Wilder to slow traffic, and questioned why the Village is giving a refund on taxes?

Mayor Katz answered that the refund for taxes were given as there were double payments.

**DISCUSSION-Hold Harmless 3 Villa Lane**

Mayor Katz stated that the Village received a request dated 7/25/23 for the Village Board permission to keep certain items in the Village's drainage easement. The Village Engineer has noted the Village Board permission is needed on his letter dated April 5, 2023. Board Members are in favor of granting this permission. Ben Selig stated that the agreement needs to be filed with the County Clerk. The Village Clerk will obtain the draft agreement for the Attorney's review and presentation at next months' meeting.

**DISCUSSION-Fee Waiver 3 Villa Lane**

Camille Guido-Downey stated that the resident completed the construction on their project in April of 2023. Since that date, the permit has expired. The cost for the new permit is \$11,550.00 as the resident is not entitled to a renewal since they have already used their two extensions. The renewal fee is \$1,250.00. The homeowner has submitted a request for a waiver of the permit fee of \$11,500.00. Board Members agreed to have the homeowner pay 3 months of the permit renewal fee to close out the permit.

**EXECUTIVE SESSION**

Trustee Schwartz made a motion to enter Executive Session to discuss possible litigation, seconded by Trustee Cherns. Upon vote, this motion was carried unanimously.

No action was taken during Executive Session.

Mayor Katz made a motion to exit the Executive Session, seconded by Trustee Schwartz. Upon vote, this motion was carried unanimously.

**ADJOURNMENT**

Trustee Cherns made a motion to adjourn, seconded by Trustee Schwartz. Voting Yea: Mayor Katz, Deputy Mayor McPherson, Trustee Ivey, Trustee Cherns, Trustee Schwartz. Upon vote, this motion was carried unanimously.

Respectfully Submitted,  
Camille Guido-Downey



21 Holt Drive Stony Point, NY 10980  
845-429-0497

**Submitted to Owner:**

Village of Wesley Hills  
Subsurface Water Problem

# PROPOSAL

DATE: 8/23/2023

RE : #6 Pearl Drive

**JOB NAME/LOCATION**

Schedule for Completion of Work:

**APPROXIMATE STARTING DATE:**

**APPROXIMATE COMPLETION DATE:**

**THE CONTRACTOR AND OWNER HAVE DETERMINED**

☐ IS OF THE ESSENCE ☐ IS NOT OF THE ESSENCE

**WE PROPOSE TO:**

**To install french drain in grass along curb line thru driveway approx & repair driveway.  
Connect drain to catch basin on side of Driveway + Restore.**

**This proposal does not include the following: any unforeseen obstacles and/or obstructions, rock excavation, major de-watering, permits, fees, stake-outs, engineering costs or removal of hazardous materials if present.**

**WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum Of :**  
**Eight thousand seven hundred five \$8,705.00**

Payment Schedule: One-third deposit; balance upon completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

**Authorized Signature:**

**CONTRACTOR**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal:** I have read this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**(CONTRACTOR)**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**(OWNER)**

**Additional Notices to Owner**

**Right to Stop Work:** If any payment under this agreement is not made when due, the contractor may suspend work on the job until such time as all payments due have been made.

**Notice of Lien:** The contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable Lien Laws.

**Cancellation:** The owner has an unconditional right to cancel the contract, without penalty or obligation, until midnight of the third business day after he/she signs the contract. Cancellation must be done by giving the contractor a written notice indicating the owners intention not to be bound. Notice of cancellation shall be deemed given when deposited in a mailbox, properly addressed and postage prepaid. Upon cancellation, any property traded in, any payments made under this contract, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the contractor of a cancellation notice. Any security interest arising out of this transaction will be canceled.



## eCode360 API Contract

PREPARED FOR:

Village of Wesley Hills, New York

PREPARED BY:

**TODD METCALFE**

CODIFICATION ACCOUNT MANAGER

[tmetcalfe@generalcode.com](mailto:tmetcalfe@generalcode.com)

800.836.8834

DATE:

August 28, 2023

(Valid for six months)

## eCode360 API Service

General Code® has an Application Programming Interface (API) that delivers structured Code information contained in eCode360 to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

General Code's API integrations can provide access to Wesley Hills' Code with a secure key. eCode360 APIs will create a seamless network to improve code data transfer with your existing municipal applications.

With your eCode360 API and subscription, you can ensure a smooth and continuous communication between your various applications and your municipal Code, allowing staff and constituents the benefits of accessing Code content when they need it.

### Why choose a API

- > Ease of integration with external systems
- > Promotes automation and innovation

### Benefits of an API

- > Increases productivity for your staff
- > Streamlines municipal operations
- > Saves costs and time to import Code data
- > Provides consistent and up-to-date data
- > Enhances constituent experiences with your municipality

### Security

The API/secret pair provides for controlled access and authentication.

### Support from General Code

- > Key management
- > API documentation
- > Stable programmatic connection
- > Technical support

## Authorization and Agreement

**API Key Creation and Setup** **\$250**

**API Access Maintenance** **\$595**

The maintenance fee is an annual recurring flat fee of \$595. Therefore, we recommend that the Village budget for this service each year. *General Code* reserves the right to review the license fee annually, and may change the license fee upon thirty (30) days prior to invoice.

**Total Investment** **\$845**

## Authentication Information

Authentication is provided through a key/secret pair that are supplied in every call to the API as HTTP headers.

**Please provide the following information when authorizing this proposal:**

Please deliver original API Keys to:

☐ Via e-mail to: \_\_\_\_\_

Code content to be included in API: Entire Code

## Performance and Payment Terms

- > Upon receipt of signed Authorization, *General Code* will deliver the eCode360 API keys within 5 business days.
- > 100% will be invoiced upon delivery.

## Project Authorization

The Village of Wesley Hills, New York, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please sign, scan and email this page to [contracts@generalcode.com](mailto:contracts@generalcode.com), or fax or mail this page to *General Code* at (585) 328-8189 • 781 Elmgrove Road • Rochester, NY 14624



BOND NUMBER S322766**PERFORMANCE PERMIT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, CONGREGATION TRISK-TOLNA, INC.  
 of 33 GLENBROOK ROAD, MONSEY NY 10952 as Principal,  
 and NGM Insurance Company, a Corporation organized under the laws of the State of Florida,  
 lawfully doing business in the State of New York with principal office at 4601 Touchton Road East,  
Jacksonville, Florida 32246, as Surety,

are held and firmly bound unto VILLAGE OF WESLEY HILLS, hereinafter referred to as Oblige, in the penal sum of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), for which sum well and truly to be paid, said Principal and Surety bind themselves, jointly and severally, firmly by these presents our personal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas the Principal has requested or obtained a permit from the Oblige for the purpose of obtaining a Building Permit within said Village of Wesley Hills for construction of a Mikva at 33 Glenbrook Road

NOW, THEREFORE, if the Principal shall faithfully perform said work in accordance with the Building Permit then this obligation shall become void; otherwise to remain in full force and effect until the construction covered under the building permit is accepted by the obligee.

SIGNED, SEALED AND DATED on this 31TH day of AUGUST, 2023.CONGREGATION TRISK-TOLNA, INC. as Principal

By \_\_\_\_\_

NGM Insurance Company as SuretyBy   
ANTHONY M. SPINA Attorney-in-Fact



NGM INSURANCE COMPANY  
A member of The Main Street America Group

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation: **Aaron V Nowland, Anthony M. Spina** -----

### 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

*Kimberly K. Law*

Kimberly K. Law  
Senior Vice President,  
General Counsel and Secretary

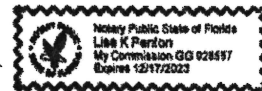


State of Florida,  
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

*Loe K. Penite*



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

31ST day of AUGUST, 2023.

*Nancy Giordano-Ramos*

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

FOR PRINCIPAL'S USE ONLY (Use Only One)

**INDIVIDUAL ACKNOWLEDGEMENT**

Unless a Corporation

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came

\_\_\_\_\_

to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
Notary Address**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came

\_\_\_\_\_

to me known, who, being by me duly sworn, did dispose and say that he/she resides in \_\_\_\_\_

\_\_\_\_\_

that he/she is the \_\_\_\_\_ of the

\_\_\_\_\_

the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

FOR SURETY USE ONLY

**SURETY ACKNOWLEDGEMENT**STATE OF NEW JERSEYCOUNTY OF BERGEN

ss:

On this 31st day of AUGUST, 2023, before me personally cameANTHONY M. SPINA

\_\_\_\_\_

to me known, who being by me duly sworn, did depose and say that he/she resides in

UNION, NEW JERSEY

\_\_\_\_\_ County, that he/she is the Attorney-in-fact of

NGM Insurance Company, and the corporation described in and which executed the

above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is

such corporate seal; that is

\_\_\_\_\_

was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
My Commission Expires  
June 11, 2024



**MAIN  
STREET  
AMERICA**  
INSURANCE



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9th, 2023, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU.....CHIEF EXECUTIVE OFFICER AND PRESIDENT  
KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
JOSEPH D. FREITAS.....TREASURER  
NANCY L. GIORDANO-RAMOS, ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL, RICHARD C. VAUGHN,  
J. DAVID RANDLE..... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2022.

#### ADMITTED ASSETS

|                                          |                      |
|------------------------------------------|----------------------|
| Bonds at Amortized Values.....           | \$118,798,405        |
| Stocks at Market Value.....              | \$128,708,473        |
| First Mortgage Loans.....                | 0                    |
| Real Estate.....                         | \$2,782,171          |
| Cash in Office and Banks.....            | (3,387,785)          |
| Short Term Investments.....              | \$3,871,410          |
| Agent's Balance (Less than 90 Days)..... | \$328,236,450        |
| Accrued Interest.....                    | \$872,443            |
| Other Assets.....                        | \$318,485,941        |
| <b>TOTAL ADMITTED ASSETS.....</b>        | <b>\$890,365,508</b> |

#### LIABILITIES

|                                              |                      |
|----------------------------------------------|----------------------|
| Reserve for Losses.....                      | 0                    |
| Reserve for Loss Adjustment Expenses.....    | 0                    |
| Reserve for Unearned Premiums.....           | 0                    |
| Reserve for Other Underwriting Expenses..... | \$48,512,561         |
| Reserve for Taxes, Licenses, and Fees.....   | \$3,618,620          |
| Loss Drafts in Transit.....                  | 0                    |
| Other Liabilities.....                       | \$238,213,124        |
| <b>Total Liabilities.....</b>                | <b>\$290,342,305</b> |
| Policyholders' Surplus.....                  | \$600,023,203        |
| <b>TOTAL.....</b>                            | <b>\$890,365,508</b> |

Securities as deposited by law, included above = \$5,440,621

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing:

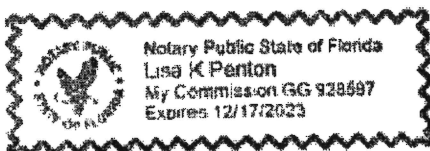
The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on  
this 9th day of March, 2023

IN WITNESS THEREOF I hereunto subscribe  
my name and affix the seal of said company  
this 9th day of March, 2023

*Lisa K. Penton*

*Kimberly K. Law*  
Kimberly K. Law  
Vice President, General Counsel & Secretary



# MERCHANTS BONDING COMPANY<sup>TM</sup>

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## BOND

Bond No. 100121210

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Mark Silber and Miryam Silber,  
of Monsey, State of New York, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
New York, as Surety, are held and firmly bound unto  
Village of Wesley Hills, Oblige, in the penal  
sum of Three Hundred And Thirty One Thousand Dollars ( \$331,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed as  
to perform the clearing, filling, and excavation, work including construction of a retaining wall, authorized by planning  
board resolution #23-12 by the Oblige, by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 20th day of  
June, 2023, and ending on the 20th day of June,  
2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Oblige and to the  
Principal, in care of the Oblige or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Oblige  
named herein.

Dated this 20th day of June, 2023

Mark Silber and Miryam Silber

Principal

Countersigned (if required):

[Signature] Principal

By: \_\_\_\_\_

Merchants Bonding Company (Mutual)

By [Signature]  
Michael Schwimmer Attorney-in-Fact

LP 3648 (7/16)

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Michael Schwimmer**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of June, 2023.



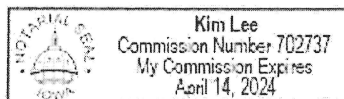
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 20th day of June, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of June, 2023.



*William Warner Jr.*  
Secretary

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**AGREEMENT** dated **AUGUST 14**, 2023, between **VILLAGE OF WESLEY HILLS**, a municipal corporation having an office at 432 Route 306, Wesley Hills, New York 10952 ("Village") & **ISRAEL & MIRIAM NACHFOLGER** ("Residents"), residing at 3 Villa Lane, Monsey, NY 10952,

**WHEREAS**, 3 Villa Lane, Monsey, NY 10952 also known as Section 41.10 Block 1 Lot 9 on the Tax Map of the Town of Ramapo (the "Premises"); and

**WHEREAS**, the Residents have constructed fencing, landscaping, french drain system and a retaining wall within the 15' wide drainage easement on the aforementioned property, attached hereto as Exhibit A (the "Improvements"); and

**WHEREAS**, the Village is willing to allow the improvements as shown in Exhibit A, subject to the terms hereof.

### **NOW, THEREFORE, IT IS HEREBY AGREED:**

1. The Residents may construct, install, reconstruct, plant, replant and otherwise maintain the Improvements as shown in Exhibit A for so long as they wish to do so, subject to the limitations set forth hereafter.
2. Nothing herein shall prevent Residents from removing any or all of the Improvements at any time, provided, however, that upon such removal, the ground disturbed by such removal shall be restored to match the surrounding grade, condition, and vegetation, and provided further that no new plantings or structures shall be installed without the express written permission of the Village's Board of Trustees. Any such new plantings or structures shall be automatically deemed Improvements within the meaning of this Agreement and subject to the terms hereof, whether or not expressly stated at the time of installation.
3. During such time that any of the Improvements shall be in place, Residents shall, to the fullest extent provided by law, protect, defend, indemnify and hold Village and its officers, employees, and agents and save all of the over harmless from and against any and all losses, penalties, damages, settlements, costs, charges, and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder, with the exception of claims, if any, caused solely by the negligence of the Village.

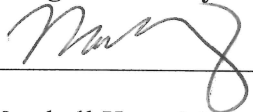
4. In the event that Village, in its sole discretion, requires the removal of any or all of the Improvements, it shall provide not less than sixty (60) days' written notice to Residents of such determination and demand the removal of such of the Improvements that must be removed. Residents shall thereafter remove the identified Improvements within the time specified by the said notice. However, if Improvements are removed pursuant to such notice and demand, Residents shall not be required to restore the ground as set forth in section 2, above, but shall be required to stabilize the ground so as to prevent erosion of soil or other harm.

5. In the event that the Residents fail to adhere to the terms hereof, the Village may, upon reasonable notice, but not less notice than is otherwise provided herein, use its own forces to perform the required work and obtain by any legal means, including, but not limited to, imposition of a lien against the Premises as if such reimbursement amount was a tax thereon.

6. Either party hereto may, without prior notice to the to her party, and at its sole cost and expense, record this Agreement in the land records of Office of the Rockland County Clerk and have it indexed against the Premises.

**IN WITNESS WHEREOF**, the parties hereto have set their hands on the date first written above.

**Village of Wesley Hills**



Marshall Katz, Mayor

**Israel Nachfolger**



**Miriam Nachfolger**



[Acknowledgments on following page]

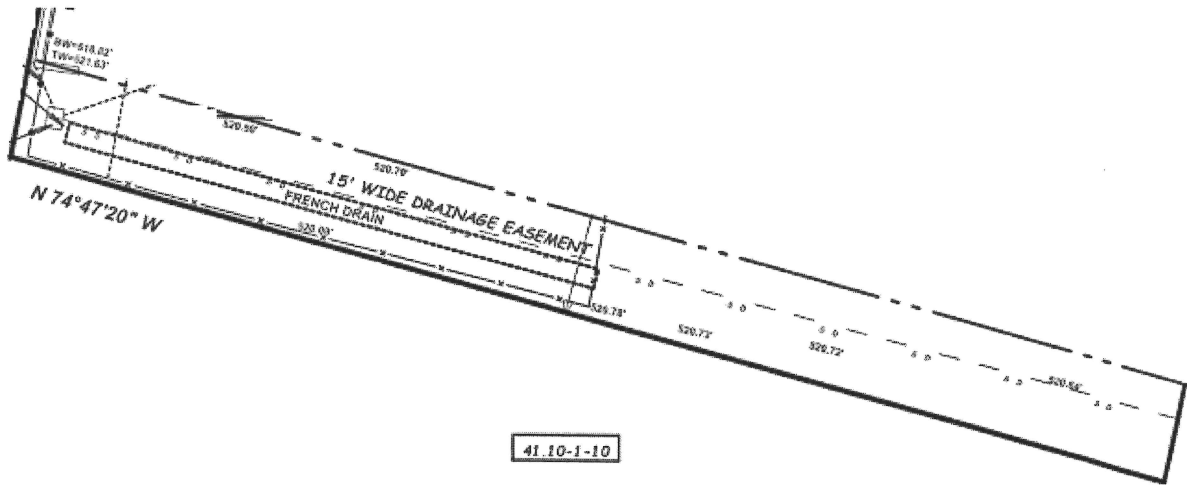
Tax Map #: 41.10-1-9

Town of Ramapo

County of Rockland

State of New York

## EXHIBIT A



The easement currently contains the following items as pictured above:

A 6 foot privacy fence

Green giant arborvitae for privacy

A french drain with pebblestones to facilitate proper drainage.

The return of the rear retaining wall

The easement currently contains the following items as pictured above:

A 6 foot privacy fence

Green giant arborvitae for privacy

A french drain with pebbles to facilitate proper drainage.

The return of the rear retaining wall

Relocating those items would come at significant expense, so in lieu we would like to issue a hold harmless statement to the Village to satisfy this line item.

**In the event that any work needs to be performed to access the easement, we will ensure that the Village of Wesley Hills has the necessary access and will hold the village harmless for any work that is necessary to be performed.**

Thank you,

*Israel Nachfolger*

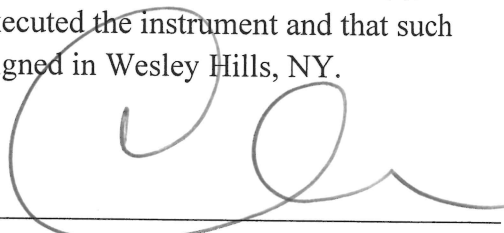
Israel & Miriam Nachfolger

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the 14<sup>th</sup> day of Aug, 2023 before me, the undersigned, a notary public in and for said state, personally appeared **MARSHALL KATZ**, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

*Village of Wesley Hills*
  
 \_\_\_\_\_  
 Notary Public

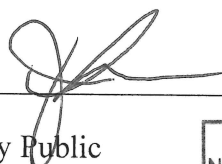
STATE OF NEW YORK)

) ss.:

CAMILLE GUIDO-DOWNEY  
 NOTARY PUBLIC STATE OF NEW YORK  
 RESIDING IN ROCKLAND COUNTY  
 NO. 01GU6337245  
 MY COMMISSION EXPIRES 02/22/2024

COUNTY OF ROCKLAND)

On the 14 day of August, 2023 before me, the undersigned, a notary public in and for said state, personally appeared **ISRAEL NACHFOLGER**, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

  
 \_\_\_\_\_  
 Notary Public

JENNILYN DELA PAZ  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 01DE6384255  
 Qualified in PUTNAM County  
 Commission Expires 12/10/2026

STATE OF NEW YORK)

) ss.:

COUNTY OF ROCKLAND)

On the 14 day of August, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **MIRIAM NACHFOLGER** personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument and that such individual(s) made such appearance before the undersigned in Wesley Hills, NY.

\_\_\_\_\_  
Notary Public

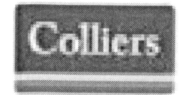
JENNILYN DELA PAZ  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01DE6384255  
Qualified in PUTNAM County  
Commission Expires 12/10/2026

400 Columbus Avenue, Suite 180E  
Valhalla, New York 10595  
Main: 877 627 3772

RECEIVED

AUG 16 2023

Item 11.



Engineering  
& Design

VILLAGE OF WESLEY HILLS

## Client Authorization Form

**Date:** August 16, 2023  
**Client:** Village of Wesley Hills  
**Project name:** Lime Kiln/Wilder Road  
**Task name:** Warrant Analysis  
**Colliers Engineering & Design project no.:** 22012066P

We request your review and authorization of services as outlined below in order to proceed:

**Services requested by:** Village of Wesley Hills – Camille Guido-Downey, Village Clerk Treasurer

**Description of service contract scope:**

Colliers Engineering & Design CT, P.C. (DBA Maser Consulting Engineering & Land Surveying) proposes to provide the following service(s):

- Conduct 12-Hour turning movement traffic counts for the intersection of Lime Kiln Road and Wilder Road.
- Conduct Traffic Signal Warrant Analysis the intersection of Lime Kiln Road and Wilder Road.
- Accident Evaluation – Obtain and summarize accident data from the New York State Department of Transportation (NYSDOT) for the latest 5-year period and identifying and patterns.
- Perform Intersection Capacity Analysis (Level of Service) for the intersection of Lime Kiln Road and Wilder Road.

The Business Terms and Conditions of the original contract shall still apply.

Services outlined above shall be invoiced:

☒ **Per diem/hourly**

☐ **Lump sum**

**Payment terms are NET30 of receipt of invoice.**

**Estimated Budget = \$** 2,500.00

**Fee = \$**

I (we) hereby authorize the services to proceed as outlined above:

Marshall Katz  
**Signer's Name (Print)**

[Signature]  
**Signature**

8/16/23  
**Date**

Client Authorization Form prepared by:

A. Peter Russillo, P.E., PTOE

[Signature]  
**Project Manager's Name (Print)**

[Signature]  
**Project Manager's Signature**

8/16/2023

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

Accelerating success.



432 Route 306

Wesley Hills, N.Y. 10952-1221

Phone 845-354-0400 FAX 845-354-4097 [www.wesleyhills.org](http://www.wesleyhills.org)

August 14, 2023

Rockland County Community Development  
Dr. Robert L. Yeager Health Center  
50 Sanatorium Road, Building A 6<sup>th</sup> Floor  
Pomona, New York 10970  
Attention: Maria Frank, Assistant Director

Re: FY2024 Community Development Program

Dear Ms. Frank:

Please accept this letter as notification that the Village of Wesley Hills will not be applying for funding for the 2024 year.

Thank you for your notification of the processes and the Village looks forward to applying in the future.

Respectfully submitted,

Marshall Katz  
Mayor

MK/cgd

---

*Mayor: Marshall Katz Deputy Mayor: Edward McPherson*  
*Trustees: Ruth Ivey, Yisroel Cherns, Milton Schwartz*  
*Village Clerk: Camille Downey Village Attorneys: Benjamin Selig, Frank Brown*

## COMMUNITY DEVELOPMENT

Dr. Robert L. Yeager Health Center  
50 Sanatorium Road, Building A 6<sup>th</sup> Floor  
Pomona, New York 10970  
Phone: (845) 364-3939 Fax: (845) 364-3940

RECEIVED

AUG 14 2023

VILLAGE OF WESLEY HILLS

August 10, 2023

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

Dear Mayor Katz:

It is time to activate your Citizen Advisory Committee (CAC) for the FY2024 Community Development Program. The Citizen Advisory Committee should consist of representatives of the groups listed below. Priorities are to be given to the first four groups of residents. The members of the committee must reside in the area boundaries of the Village of Wesley Hills. The names of your committee members, their addresses and the group which each member represents must be transmitted to our office no later than August 29, 2023 *along with* signed copies the Conflict of Interest Disclosure Form. The COI is attached as a fillable form to ensure that it can be filled out and transmitted online. At least **two meetings** must be held prior to October 13, 2023. The minutes of each meeting must be received by our office no later than October 20, 2023.

1. Low-income residents
2. Minority residents
3. Elderly residents
4. Disabled residents
5. Faith-Based Organizations
6. Business groups
7. Civic groups
8. Other interested persons

***If you are not applying for funding as a community this year, please send a letter to my attention advising of your decision. You will not have to activate a CAC, nor will you have to hold a public hearing for the FY2024 CD Program. Email this letter to [frankm@co.rockland.ny.us](mailto:frankm@co.rockland.ny.us). and send a copy to [RCOCD@co.rockland.ny.us](mailto:RCOCD@co.rockland.ny.us) no later than October 20, 2023.***

Public Hearings must be held in all communities that are applying for funds between November 20, 2023 and December 20, 2023. RCOCD will publish the public hearing notice. The public hearing must include past program performance and new activities that will be applied for using CDBG funds. It is a requirement that notice of the public hearing be published at least 14 days before the first meeting is held. To ensure that we are in compliance, submit the date for your public hearing to [RCOCD@co.rockland.ny.us](mailto:RCOCD@co.rockland.ny.us) no later than October 20, 2023. It would be greatly appreciated if this date could be given to us earlier. The notice must be published by November 1, 2023.

Enclosed is a copy of the low-moderate income summary data (LMISD) based on the **American Community Survey 2011-2015 5-year estimates** (2015 ACS) for the purposes of demonstrating compliance with the CDBG National Objective of providing benefit to low- and moderate-income persons on an area basis (Area Benefit or LMA). Please note that the Block Group/Tracts highlighted, are areas eligible for area benefit projects. Also note that the list encompasses all of Rockland County and includes non-consortium municipalities. This data was supplied to RCOCD by HUD on 7/27/23. While we expected that figures would have been updated based upon the 2020 Census, HUD has continued to use the previous ACS data.

Also enclosed is the HUD Guide to National Objectives and Eligible Activities for Entitlement Communities. This is for review and to be used as a guide in proposing projects. Please note that there are some projects that will not be able to be completed in Rockland County. Any questions on National Objectives and Eligible Activities can be sent to my attention by email to [RCOCD@co.rockland.ny.us](mailto:RCOCD@co.rockland.ny.us), so that we can review and answer in a timely manner.

Please remember that even though you may not have a Block Group/Tract highlighted for an area benefit project, as a member of the Consortium the not-for-profits in your community can apply for programs directly through our portal as soon as the application period is opened. The funding allowed for public services is 15% of the total grant. Capital projects will not be funded through public service grants.

Your community is encouraged to consider co-sponsoring projects with other Consortium Towns/Villages or applications from not-for-profits serving income eligible persons. The function of the local CAC is to review projects that might be eligible for Community Development funding and to make **recommendations** to the consortium community board.

It is a requirement of the Community Development Process that all steps be taken by the communities to apply for funding. Failure to activate the committee, hold the meetings and submit the minutes, along with the enclosed within the above period will cause the community to lose eligibility to apply for this round of funding.

It is anticipated that applications will be available December 15, 2023. We will be sure to send emails advising that the link is available.

If you would like to discuss the needs of your community or need assistance in the planning process, please do not hesitate to contact me. Our office is committed to assisting all our Consortium Municipalities in bettering the program and working together to achieve spending eligible dollars to assist the people of our communities.

Sincerely,

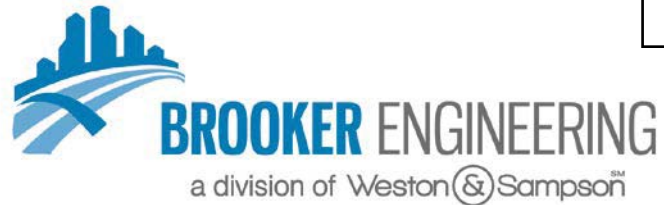
*Maria Frank*

Maria Frank  
Assistant Director

Village of Wesley Hills  
**ABSTRACT OF AUDITED VOUCHERS - GENERAL FUND NO 9/23**  
September 5, 2023

Item 13.

| Trans #                                                                                                  | Num  | Name                              | Memo                                                                         | Amount               |
|----------------------------------------------------------------------------------------------------------|------|-----------------------------------|------------------------------------------------------------------------------|----------------------|
| 21,137                                                                                                   | 5064 | Tara S Roberts                    | Reimbursement for HR Robe Alteration                                         | -19.47               |
| 21,144                                                                                                   | 5065 | O'Sullivan pressure washing       | Invoice #2000                                                                | -750.00              |
| 21,145                                                                                                   | 5066 | ZARIN & STEINMETZ, ATTNYS.        | Professional Services- client #4787, Inv No 52866                            | -2,025.00            |
| 21,151                                                                                                   | ACH  | ORANGE & ROCKLAND                 | 55471-01007, 31214-49002, 67754-57000, 71828-28009                           | -4,739.82            |
| 21,154                                                                                                   | 5067 | ENVIRONMENTAL CONSTRUCTION, INC.  | INVOICE #8361 Installation of Exterior Lighting-Arcadian and Sherri pathways | -98,752.50           |
| 21,155                                                                                                   | 5083 | Credit Card Payment Processing    | ACCOUNT #910118007277607                                                     | -2,351.45            |
| 21,156                                                                                                   | 5068 | OFFICE OF THE STATE COMPTROLLER   | INVOICE #3945275-2023-07-01 July 2023                                        | -2,797.00            |
| 21,157                                                                                                   | 5069 | AFLAC                             | Account #NLZ73 Invoice #257449                                               | -482.08              |
| 21,158                                                                                                   | 5085 | TOWN OF RAMAPO                    | September 2023 Highway Maintenance                                           | -35,617.40           |
| 21,159                                                                                                   | 5084 | NYS EMPLOYEES' HEALTH INSURANCE   | ACCOUNT #00057 BILL #598 SEPTEMBER 2023 HEALTH INSURANCE                     | -12,347.86           |
| 21,160                                                                                                   | 5070 | TIAA FSB FINANCE                  | CONTRACT #20365078 copier rental                                             | -215.00              |
| 21,161                                                                                                   | 5071 | AFLAC, INC.                       | Invoice # 305000 Group AFA0015668, VISION ONLY                               | -1,153.43            |
| 21,166                                                                                                   | 5072 | HAGE CARPET                       | Invoice #5832, and 5833                                                      | -16,515.36           |
| 21,167                                                                                                   | 5073 | NICOLE'S REPRODUCTIONS INC        | Invoice #156431                                                              | -53.74               |
| 21,168                                                                                                   | 5074 | BROOKER ENGINEERING, PLLC         | Aug 1-12 2023 166677, 166678, 166688                                         | -1,272.00            |
| 21,169                                                                                                   | 5075 | OPTIMUM                           | 07873-216036-01-7 September 2023                                             | -363.85              |
| 21,171                                                                                                   | 5076 | EXTREME PAVERS & MASONRY          | Village Hall Village Park Maintenance- August 2023                           | -1,960.00            |
| 21,173                                                                                                   | 5077 | receiver of taxes, town of ramapo | 2023-2024 SCHOOL TAXES BILL #018096                                          | -6,272.37            |
| 21,174                                                                                                   | 5078 | BILL PRESS                        | REIMBURSEMENT FOR MILEAGE - August 2023                                      | -211.57              |
| 21,178                                                                                                   | 5079 | MEGA MECHANICAL SVCS INC          | Invoice #3124 Service Call to repair A/C                                     | -140.00              |
| 21,179                                                                                                   | 5080 | ZEBRA CLEANING                    | Invoice #9399 August Cleaning Services                                       | -540.00              |
| 21,180                                                                                                   | 5081 | VEOLIA WATER NEW YORK             | ACCOUNT #20000707910000 8/3-9/1/23                                           | -15.16               |
| 21,181                                                                                                   | 5082 | MOMO'S MOVING SERVICES            | Moving Services for Judge Schnelwars Office                                  | -375.00              |
|                                                                                                          |      |                                   |                                                                              | -188,970.06          |
|                                                                                                          |      |                                   | <b>TOTAL:</b>                                                                | <b>-188,970.06</b>   |
| <b>TRANSFERS</b>                                                                                         |      |                                   |                                                                              |                      |
| 9/6/2023                                                                                                 |      | mm to operating                   | cover bills                                                                  | \$ 100,000.00        |
| 9/6/2023                                                                                                 |      | NY Class to operating             | cover bills                                                                  | \$ 100,000.00        |
|                                                                                                          |      |                                   |                                                                              |                      |
|                                                                                                          |      |                                   | <b>TOTAL:</b>                                                                | <b>\$ 200,000.00</b> |
| In Witness Whereof, I have hereunto set my hand as Village Clerk-Treasurer, Camille Guido-Downey, of the |      |                                   |                                                                              |                      |
| Village of Wesley Hills on this 5th day of September 2023                                                |      |                                   |                                                                              |                      |



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

September 6, 2023

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

**Re: Professional Engineering Services**

To Whom it May Concern:

As you know, Brooker Engineering, PLLC a New York professional limited liability company (the “**Company**”) and the Village of Wesley Hills (the “**Consenting Party**”), are parties to that certain Professional Engineering Services dated as of 06/01/2023 , (the “**Agreement**”), a complete copy of which is attached hereto as Exhibit A.

This letter is to inform you that the Company intends to enter into a transaction in which Weston & Sampson PE, LS, LA, Architects, PC, a Massachusetts professional corporation (the “**Buyer**”), will purchase substantially all of the assets from the Company (the “**Transaction**”). Buyer and its affiliates offer interdisciplinary design, engineering, architectural and environmental services with office locations in 10 states and with 700 employees.

In connection with the Transaction and effective upon obtaining your consent, the Company and the Buyer intend on entering into an Assignment and Assumption Agreement, attached hereto as Exhibit B, by which the Company desires to assign, and Buyer desires to assume, all of the Company’s right, title, interest and obligations under the Agreement for the remainder of the term. The services currently being provided by the Company are the same services that will be provided upon the assignment of the Agreement, as are the individuals performing those services.

Pursuant to the Agreement, the assignment of the Agreement (and the Company’s rights, benefits, duties and obligations thereunder) by the Company to Buyer requires your consent. We are hereby notifying you of the impending transfer and requesting your consent to the assignment to, and assumption by, the Buyer of the Agreement and all of the rights, benefits, duties and obligations of the Company under the Agreement.

By signing this letter below, the Consenting Party consents to the assignment by the Company, and the assumption by the Buyer, of the Agreement and all of the Company’s rights, benefits, duties and obligations under the Agreement and agrees that the Agreement will remain in full force and effect notwithstanding the assignment of it to the Buyer by the Company.

Additionally, by signing below, the Consenting Party agrees and acknowledges that, as of the date hereof, the Agreement is in full force and effect and, to the knowledge of the Consenting Party, there is no default or event of default under the Agreement, nor any event or circumstance that, with the passage of time, the giving of notice, or both, would constitute such a default or event of default.

Please promptly sign below and return a copy of your executed letter via email to **ccarlino@brookerengineering.com** as soon as possible, but not later than the close of business on Friday, September 8, 2023. Also, please return the original of this letter to my attention at the address set forth above at your earliest convenience thereafter. Please feel free to call me at 845-357-4411 if you have any questions.

Thank you for your prompt attention to this matter.

Sincerely,



Brian Brooker  
Manager, Brooker Engineering, PLLC

Acknowledged, agreed, and consented to as of  
this \_\_\_\_ day of \_\_\_\_\_, 2023:

[CONSENTING PARTY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Agreement

[See attached]



**NY OFFICE**  
74 Lafayette Avenue, Suite 501 845.357.4411 Tel  
Suffern, NY 10901 845.357.1896 Fax

**NJ OFFICE**  
22 Paris Avenue, Suite 105 201.750.3527 Tel  
Rockleigh, NJ 07647

January 19, 2023

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 2023 - 2024 term. We thoroughly enjoy working with the Village and look forward to continuing our good relationship for years to come.

Matthew Trainor will be your primary engineering representative.

Attached is our updated 2023 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,

**BROOKER ENGINEERING, PLLC**  
Brian Brooker, P.E.  
Principal

Name

Title

Signature

Date

p:\bbe\proposal\villages\2023 village fee schedule and proposal\2023 wesley hills proposal.docx



# BROOKER ENGINEERING PLLC

NY OFFICE  
74 Lafayette Avenue, Suite 501 Suffern, NY 10901 845.357.4411 Tel  
845.357.1896 Fax

NJ OFFICE  
22 Paris Avenue, Suite 105 Rockleigh, NJ 07647 201.750.3527 Tel

Item 15.

## Wesley Hills Fee Schedule Effective June 1, 2023-May 31, 2024

### PERSONNEL

### HOURLY RATE

|                           |          |
|---------------------------|----------|
| Principal Engineer P.E.   | \$221.00 |
| Engineer, P.E.            | \$194.00 |
| Matthew Trainor, P.E.     | \$180.00 |
| Engineer                  | \$162.00 |
| Construction Field Review | \$138.00 |
| CADD Drafter/Technicians  | \$126.00 |
| Engineering Intern        | \$ 75.00 |

### SURVEYING

|                           |          |
|---------------------------|----------|
| 2-Man Survey Crew         | \$232.00 |
| Crew Chief                | \$169.00 |
| Instrument Man            | \$120.00 |
| Licensed Surveyor, P.L.S. | \$203.00 |

p:\bbe\proposal\villages\2023 village fee schedule and proposal\2023 wesley hills fee schedule.docx

## EXHIBIT B

### Assignment and Assumption Agreement

[See attached]

## ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (“**Assignment**”) is made and entered into to be effective on and after 12:01 a.m. Eastern Time on August ~~11~~, 2023 (“**Assignment Date**”), by and between Brooker Engineering, PLLC a New York professional limited liability company (the “**Assignor**”) and Weston & Sampson PE, LS, LA, Architects, PC, a Massachusetts professional corporation (“**Assignee**”),

### **RECITALS**

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, Assignee will purchase certain Acquired Assets, including the Contracts (each of which are defined in the Purchase Agreement);

WHEREAS, Assignor is a party to the Contracts to be assigned hereunder and which are listed on Schedule 3.11(a) to the Purchase Agreement; and

WHEREAS, in connection therewith, Assignor desires to assign all of its rights and obligations in and to the Contracts to Assignee and Assignee desires to assume all of Assignor’s obligations thereunder.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein and in the Purchase Agreement, the parties agree as follows:

### **AGREEMENT**

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the same meaning as used in the Purchase Agreement.
2. Assignment. Assignor does hereby grant, sell, convey, transfer, set over, deliver and assign unto Assignee, its successors and assigns, all of Assignor’s legal and equitable rights, privileges, interests, duties and obligations in, to and under the Contracts as of the Assignment Date, provided however, that it is understood and agreed that this Assignment will not transfer any Contracts for which consent to assignment is required until such time that consent has been obtained, such Contracts pending consent are governed under the Management and Services Agreement between the parties of even date hereto.
3. Assumption. Assignee hereby accepts the foregoing assignment of the Contracts and hereby assumes and agrees to keep, pay and perform from and after the Assignment Date all of Assignor’s duties, responsibilities and obligations with respect to the Contracts as of the Assignment Date.

4. Successors and Assigns. Subject to the foregoing, this Assignment shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and legal representatives.

5. Indemnification by Assignor. Assignor hereby agrees to defend, indemnify and hold Assignee, its members, managers, employees and agents, harmless from and against any loss, claim, damage or expense (including court costs and reasonable attorney's fees) resulting from any act or failure to act of Assignor under the Contracts prior to the Assignment Date, all as more fully set forth in Section 8.1(a) of the Purchase Agreement.

6. Indemnification by Assignee. Assignee hereby agrees to defend, indemnify and hold Assignor, its officers, directors, employees or its agents, harmless from and against any loss, claim, liability, damage or expense (including court costs and reasonable attorney's fees) resulting from any act or failure to act of Assignee under the Contracts after the Assignment Date, all as more fully set forth Section 8.1(b) of the Purchase Agreement.

7. Further Assurances. Each of the parties hereto hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver to the other any and all such further instruments and assurances, and to perform such further acts, as may reasonably be necessary or desirable by such other party to more fully effectuate the assignment and assumption contemplated hereunder and to vest in Assignee full right, privileges and interest in and to the Contracts.

8. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement and understanding between the parties with respect to the subject matter hereof.

9. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

10. Severability. In the event that any provision, or portion thereof, of this Assignment is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision will be deemed to be severable as to that jurisdiction (but, to the extent permitted by law, not elsewhere) and will not affect the remainder of this Assignment, which shall continue in full force and effect. If any provision of this Assignment is held to be so broad as to be unenforceable, such provision will be interpreted to be only so broad as is necessary for it to be enforceable.

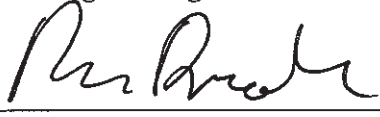
11. Counterparts. This agreement may be executed in counterparts, all of which shall be deemed originals and constitute one instrument. Any signature to this Agreement and on the Related Agreements delivered by electronic facsimile transmission or email PDF scan will be deemed to be delivery of an original signature.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Assumption of the Contracts as of the Assignment Date.

**ASSIGNOR:**

Brooker Engineering, PLLC

By: 

Name: Brian Brooker

Title: Managing Member

**ASSIGNEE:**

Weston & Sampson PE, LS, LA, Architects,  
PC

By: \_\_\_\_\_

Name: Francis M. Ricciardi

Title: President

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment and Assumption of the Contracts as of the Assignment Date.

**ASSIGNOR:**

Brooker Engineering, PLLC

By: \_\_\_\_\_

Name: Brian Brooker

Title: Managing Member

**ASSIGNEE:**

Weston & Sampson PE, LS, LA, Architects,  
PC

DocuSigned by:

*Francis M Ricciardi*

By: \_\_\_\_\_

0FCA9C77A2FD472...

Name: Francis M. Ricciardi

Title: President