



BOARD OF TRUSTEES MEETING AGENDA

January 02, 2024 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- [1.](#) December 5, 2023

PUBLIC HEARINGS

RESOLUTIONS/DISCUSSIONS

- [2.](#) Resolution Approving the Proposal from Weston & Sampson for the Surveying Services for the Wilder Road Sidewalk Project
3. Resolution Authorizing the Village of Wesley Hills Funding Commitment to the Wilder Road Sidewalk Project
- [4.](#) Resolution Approving the Proposal from Environmental Construction for Drainage Work at 6 Pearl Drive
- [5.](#) Resolution Approving the Proposal from Limnology Information & Freshwater Ecology Inc. for the Treatment of the Village Pond
- [6.](#) Resolution Authorizing the Release of Escrow Funds for 526 Route 306
7. Resolution Approving Abstracts of Audited Claims
8. Resolution Approving Transfer of Funds
9. **DISCUSSION:** Faculty Housing Law

REPORTS

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

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

December 05, 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
Milton Schwartz, Trustee
Yisroel Cherns, Trustee
Ruth Ivey, Trustee

MEMBERS ABSENT:

Ed McPherson, Deputy Mayor

OTHERS PRESENT:

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

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

ITEM #1

RESOLUTION #138-23

APPROVAL OF MINUTES

Trustee Cherns made a motion to approve the minutes of November 2, 2023, seconded by Trustee Schwartz. Upon vote, Yea: Mayor Katz, Trustee Cherns, Trustee Schwartz, Trustee Ivey this motion was carried unanimously.

ITEM #2

PUBLIC HEARING ON PROPOSAL LOCAL LAW ENTITLED, "A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF WESLEY HILLS TO REVISE THE ZONING LAW IN RELATION TO THE SIGN PERMITS."

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

ITEM #3

RESOLUTION #139-23

RESOLUTION ADOPTION OF LOCAL LAW NO. 3 OF 2023 IN RELATION TO SIGN PERMITS

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

RESOLVED, that the proposed Local Law entitled, “A Local Law Amending the Zoning Code of the Village of Wesley Hills in Relation Sign Permits,” a copy of which is made a part of the Minutes of this Board, is hereby approved, and enacted as Local Law No. 3 of 2023.

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

ITEM #4

RESOLUTION #140-23

RESOLUTION AUTHORIZING THE VILLAGE CLERK TO PUBLISH A NOTICE STATING THE DATE OF THE VILLAGE ELECTION, THE POLLING PLACE, THE OFFICES TO BE FILLED AND THE TERMS THEREOF.

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

RESOLVED, that the Village Clerk of the Village of Wesley Hills is hereby authorized and directed to publish a Public Notice stating the date of the Village Election, namely, Tuesday, March 19, 2024; the polling place for said election, namely, for the entire Village of Wesley Hills as the Village Hall, 432 Route 306; the hours during which the polls shall be open, namely from 6:00 am until 9:00 pm, and the offices to be filled at said election, namely, Mayor – 4 year term, Trustee – 4 year term, and Trustee – 4 year term.

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

ITEM #5

RESOLUTION #141-23

RESOLUTION APPROVING THE PROPERTY MAINTENANCE PROPOSAL FROM EXTREME ROCK FOR PROPERTY MAINTENANCE OF GREGORY SIKORSKY PARK, VILLAGE HALL AND VILLAGE OWED PROPERTY

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

WHEREAS, the Village of Wesley Hills sent a Request for Proposals for the maintenance of Gregory Sikorsky Park, Village Hall, and Village Owned Property, and

WHEREAS, Request for Proposals were due to the Village on November 30, 2023, at 2pm, and

WHEREAS, the lowest and responsible proposal for maintenance of Gregory Sikorsky Park, Village Hall and Village Owned Property was Extreme Rock, and

THEREFORE, BE IT RESOLVED, that the proposal from Extreme Rock for the maintenance of Gregory Sikorsky Park, Village Hall and Village Owned Property in the Village of Wesley Hills, a copy of which is made a part of the minutes of this Board, is hereby approved, and accepted, and the Mayor is authorized to indicate such approval and acceptance by signing same on behalf of the Village of Wesley Hills.

Discussion:

Mayor Katz stated that the Village received 5 proposals for property maintenance. The lowest bidder is our current contractor at \$18,000 per year and this is for a three-year contract. The next lowest bidder was Ferguson Landscaping at \$31,500.

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

ITEM #6

RESOLUTION #142-23

RESOLUTION APPROVING THE SNOWPLOWING AND SHOVELING PROPOSAL FROM EXTREME ROCK FOR THE SNOWPLOWING AND SHOVELING OF THE VILLAGE HALL AND VILLAGE OWNED PROPERTY

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

WHEREAS, the Village of Wesley Hills sent a Request for Proposals for the Snowplowing and Shoveling of the Village Hall and Village Owned Property, and

WHEREAS, Request for Proposals were due to the Village on November 30, 2023, at 2pm, and

WHEREAS, the lowest and responsible proposal for Snowplowing and Shoveling of the Village Hall and Village Owned Property was Extreme Rock, and

THEREFORE, BE IT RESOLVED, that the proposal from Extreme Rock for the Snowplowing and Shoveling of the Village Hall and Village Owned Property in the Village of Wesley Hills, a copy of which is made a part of the minutes of this Board, is hereby approved, and accepted, and the Mayor is authorized to indicate such approval and acceptance by signing same on behalf of the Village of Wesley Hills.

Discussion:

Mayor Katz stated that the Village received 2 proposals for snowplowing. The lowest bidder is our current contractor at \$5,400 per year and this is for a three-year contract. The next lowest bidder was Ferguson Landscaping at \$14,800.

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

ITEM #7

RESOLUTION #143-23

RESOLUTION APPROVING INDEMNIFICATION & HOLD HARMLESS AGREEMENT FOR 7 HARRIET LANE

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

RESOLVED, that the Indemnification and Hold Harmless Agreement between the Village of Wesley Hills and Jack Koschitzki, 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.

Discussion:

Mayor Katz stated that he has visited the location, and the curbing is aligned with the rest of the curbs on the street.

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

ITEM #8 **RESOLUTION #144-23**
RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims, #21382 through #21460 in the aggregate amount of \$155,599.76 as set forth in Abstract #12/23 dated December 5, 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, Trustee Cherns, Trustee Schwartz, Trustee Ivey this motion was carried unanimously.

ITEM #9 **RESOLUTION #145-23**
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 \$150,000.00 as set forth in Abstract #12/23 dated December 5, 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, Trustee Cherns, Trustee Schwartz, Trustee Ivey this motion was carried unanimously.

NEW BUSINESS **RESOLUTION #146-23**
RESOLUTION APPROVING SPEED BUMPS 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 the Town of Ramapo has received many speeding complaints on Willow Tree Road from residents and the Ramapo Police Department, and

WHEREAS, the Town of Ramapo and the Village are researching a more permanent solution, and are offering this solution as a temporary one to mitigate the speeding on Willow Tree Road and both parties fully understand that this is a test as to whether these speed bumps will help with the issue, and

WHEREAS, the Town of Ramapo has agreed to pay for the speed bumps, install three (3) temporary speed bumps, any associated signage on Willow Tree Road, and maintain the speed bumps in the Village of Wesley Hills, and

WHEREAS, the three (3) temporary speed bumps and associated signage on Willow Tree Road will be located from the roundabout to Grandview Avenue, as per the attached plan dated October 6, 2023, and

WHEREAS, the Town of Ramapo has agreed to further remove these temporary speed bumps prior to the expected winter storms and further reinstall them after such storms while they are in use, and

NOW, THEREFORE BE IT RESOLVED, that the Village of Wesley Hills agrees to allow the Town of Ramapo to pay 100% of the cost of three speed bumps, install and maintain them as described in the above resolution and in the locations shown on the attached plan dated October 6, 2023, and

BE IT FURTHER RESOLVED, that the Village conditions the approval that the Town of Ramapo holds the Village of Wesley Hills, it's agents and employees harmless with respect to any claims of injuries to property or persons with relation to the speed bumps on Willow Tree Road.

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

REPORTS – MAYOR

Willow Tree Road Public Meeting

Mayor Katz reminded the Board that tomorrow 12/6/23 at 7pm, the Village is having a public meeting to discuss the proposed sidewalks on Willow Tree Road.

Blood Drive

Mayor Katz stated that with the help of Jonathan Gewirtz, the Village partnered with the NY Blood Center for our first blood drive. The event is scheduled for Monday, December 18, 2023, from 1-7 at Village Hall.

Wesley Chapel Culvert

Mayor Katz stated that the Village has not acted upon the grant we were awarded in 2020 as bids received for construction was for twice the amount awarded. NYSDOT has contacted the Village and suggested that the Village consider applying for the new Bridge NY in the maximum amount of \$1.5 million. Brooker Engineering has completed the bid documents for the restoration of the culvert. Board Members stated that they feel that the Village should apply for the grant and see what happens and hold off on the bid from Brooker's office.

TAP Grant

Mayor Katz stated that the staff has submitted a pre-application for sidewalks on Wilder Road.

Lime Kiln/Wilder Intersection

Mayor Katz stated that he has not received a response from the Rockland County Highway Department in reference to the Village's response to their memo. Mayor Katz stated that he will follow up this week.

Spook/Route 202/Skyview Drive

Mayor Katz stated that he has not received an update from the Rockland County Highway Department in reference to the Spook Rock Road realignment. Mayor Katz stated that he will follow up this week and follow up on the accident reports.

Pomona Heights Speeding

Mayor Katz stated that he received an email and shared it with the Board requesting speed bumps in the Pomona Heights area to address the speeding of vehicles and buses. Mayor Katz noted that the streets in the area are narrow. Board Members stated that the Village should get prices for the speed bumps, cost of installation and removal, and MJ Engineering to provide a confirmation letter and plan. Mayor Katz directed the Village Clerk to get the required information.

REPORTS – VILLAGE CLERK/TREASURER

Camille Guido-Downey presented the following information:

1. 28 complaints were received last month.
2. 4 were for work without a permit.
3. All unpaid taxes were re-levied to the County.
4. The monthly financial dashboard was provided to the Board for review.

ADJOURNMENT

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

Respectfully Submitted,
Camille Guido-Downey

RECEIVED

DEC 28 2023

December 27, 2023

VILLAGE OF WESLEY HILLS
 Village of Wesley Hills
 432 Route 306
 Wesley Hills, New York 10952



BROOKER ENGINEERING

a division of Weston & Sampson

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

Attn: Honorable Mayor and Board of Trustees

Re: Wilder Road Sidewalk TAP Grant Application for 2023
 Proposal for Surveying and Engineering Services
 ENG23-3111

Dear Mayor and Board of Trustees,

We are pleased to provide this proposal for surveying and engineering services in support of the Village's 2023 TAP grant application for the construction of sidewalks along Wilder Road. The project limits are located from Lime Kiln Road to Willow Tree Road. The first phase of work has been completed. This included field reconnaissance, preparation of the conceptual layout plan, and providing engineering support to the village, and the village grantsperson, Sylvia Welch. The grant application has been submitted. To further support the grant application, the scope of work for the next phase of work- surveying and preparation of a preliminary plan will include the following:

Surveying Services

We will provide a topographic survey of the road and 20 feet on each side of the current pavement edge. The map will include top/bottom of curb, or edge of pavement, grades at 50 foot intervals, significant trees (larger than 6 inch caliper) utilities, mailboxes, driveways, shrubs and any structures within the 20 feet. The right of way (ROW) will be established and shown on the map. The datum will be NAD83 and NAVD88.

Preliminary Plan

We will proceed with preparing a preliminary plan of the proposed improvements. Based upon the ROW information obtained in the survey, we will either confirm or adjust the location of the proposed sidewalks as shown in the concept plan previously submitted to minimize easements or takings that may be necessary. We will consult with the Village upon learning of these findings, and confirm the layout before finalizing the layout plan and proceeding with a grading plan.

Grant Support to Sylvia Welch

This new survey and preliminary plan will be provided to the Village and/or Sylvia Welch to further update the grant application.

Fee for services:

Surveying Services = lump sum of \$ 21,500.

Preliminary Plan = lump sum of \$ 12,250

Printing, reproduction costs and mailing will be billed at cost plus 10%. Attendance at meetings, virtual or in person will be billed at the hourly rate as per the attached Fee Schedule.

Out of Scope Work:

1. Individual lot survey(s).
2. Easement or taking maps and metes and bounds descriptions.
3. Structural engineering.
4. Retaining wall design.
5. Geotechnical engineering, soil investigations.
6. Environmental Impact Statements.
7. Traffic studies and reports.
8. Landscape Plans.

Thank you for the opportunity to provide this proposal. We hope that you find it satisfactory. If you would like us to proceed with this work, please return a signed copy of this proposal. Invoices will be submitted for payment monthly as the work progresses. Please contact me if you have any questions or require any additional information or clarification.

We look forward to continue working with you on this project.

Sincerely,



WESTON & SAMPSON, PE, LS, LA, Architects, PC

Eve Mancuso, P.E.
Principal Engineer

Accepted By: _____

Signature: _____

Date: _____


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

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

LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • WATER RESOURCES • LAND SURVEYING

Brian Brooker, P.E. Eve Mancuso, P.E., C.M.E. Ken DeGennaro, P.E., C.F.M. Stuart Strow, P.E., C.F.M.
 Anthony Riggi, P.E. Benjamin Levitz, P.E. Dennis Rocks, P.E., C.F.M. Elvia Baca, P.E. Hillary Chadwick, P.E. John Bezuyen, P.P.L.S.
 Joseph J. Moran, P.E. Joseph Nyitray, P.E. Matthew Trainor, P.E. Nestor Celiz, P.E. Shardul Patel, P.E. Vincent Kane, P.E.

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

1. It is understood that the Proposal attached hereto and dated December 27, 2023 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.



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.



Limnology Information and Freshwater Ecology Inc
19 Sandy Pines Blvd
Hopewell Junction, New York 12533
845-227-8805 office
845-227-0406 fax
845-494-1359 cell
www.lifeincponds.com
markroland@lifeincponds.com

RECEIVED

DEC 12 2023

VILLAGE OF WESLEY HILLS

December 11, 2023

Camille Guido-Downey
 Village of Wesley Hills
 Village Clerk
 432 Route 306
 Wesley Hills, NY 10952

RE: Village of Wesley Hills Pond.

Dear Camille Guido-Downey;

I would like to thank you for the opportunity to provide a proposal for treatments on the pond located off of Lime Kiln Road in The Village of Wesley Hills, New York. I am aware that the major problems associated with the pond are an algae and pondweed infestation. These problems can be managed in order for the pond to be esthetically pleasing. The following is an estimate for **Village of Wesley Hills Pond**.

I would like to recommend the following lake maintenance schedule for the summer of 2024. The pond needs to be treated with three products, Aquathol K for the pondweed and Cutrine Plus and/or Copper Sulfate for the algae. I recommend that the pond be treated monthly in 2024 from May through September. Multiple treatments will be required to keep the pond clean. You should be aware that although the pond will clear up from the treatments, ongoing pond maintenance is a **yearly** recommendation.

Treatment Fees:

Monthly Treatments May through September:

Labor and products:	\$5000.00
---------------------	-----------

Permit Fees:

I: NYS DEC Pesticide Permit & Permit Preparation fees:	\$900.00
--	----------

<u>Total Treatment Cost for 2024:</u>	<u>\$5900.00</u>
--	-------------------------

The cost of the permits and associated fees includes the filing fees for 3 NYSDEC Pesticide Permits and one NYSDEC Division of Waters Permit. The Preparation fees include but are not limited to hydrogeology work required by NYSDEC, preparing a downstream model and notifications to downstream owners as required by NYSDEC Regulations.

LIFE Inc. will only bill for the treatments that are performed. If not all of the treatments are required, the total treatment costs will be lower. LIFE Inc only performs treatments when required.

If you decide to you use my firm for this work, please sign and return a copy of this proposal no later than **February 15, 2024** with a check payable to LIFE Inc. for **\$900.00**, the charges for the NYSDEC permits, and applicable preparation fees. My firm will handle the entire permit process. Upon receipt of the signed contract and permit fees, LIFE Inc. will prepare a NYSDEC aquatic permit package for your signature.

The permit process is lengthy; NYSDEC requires up to 3 months to process any permit application. If LIFE Inc. if awarded the proposal, we will begin the NYSDEC process as early as possible.

If you have any further questions, please feel free to contact me.

Sincerely,
Mark Roland
 Mark Roland
 President

This estimate will become a contract upon your signature. Please return one copy with the appropriate fees.

 Village of Wesley Hills

 Date

RONALD M. KAHN
(1930-2003)

LISA J. KAHN
MARK B. LICKER
PAUL B. KAHN

LAW OFFICES
KAHN & LICKER, LLP

369 SOUTH MAIN STREET
NEW CITY, NEW YORK 10956

(845) 638-0800

TELECOPIER (845) 638-0707

WESTCHESTER COUNTY
188 East Post Road, Suite 401
White Plains, NY 10601

REPLY TO NEW CITY OFFICE
UNLESS OTHERWISE NOTED

RECEIVED

DEC - 6 2023

VILLAGE OF WESLEY HILLS

December 1, 2023

Benjamin Selig, Esq.
Village of Wesley Hills
432 Route 306
Wesley Hills, NY 10952

Re: St. James Marthoma Church of Rockland Inc.
Premises: 526 Route 306

Dear Mr. Selig:

This letter is written as a follow-up to our telephone regarding the above-referenced property. As we discussed, I represent St. James Marthoma Church of Rockland Inc. The church constructed a one family house on the property and used it as a parsonage. They had previously abandoned the site plan. Further, the property was sold the property on October 12, 2023, to an unrelated entity and have no further interest in the property.

Accordingly, request is made for the return of any monies the Village of Wesley Hills is holding from St. James Marthoma Church of Rockland Inc. regarding this property.

Should you have any questions, please feel free to contact our office.

Thank you as always for your assistance and professional courtesies.

Very truly yours,



Paul B. Kahn

PBK/ad
Enclosure



NY OFFICE
74 Lafayette Avenue
Suite 501
Suffern, New York 10901

Tel: 845.357.4411
Fax: 845.357.1896

NJ OFFICE
65 Ramapo Valley Road
Suite 208
Mahwah, New Jersey 07430

Tel: 201.684.1221
Fax: 845.357.1896

Item 6.

February 12, 2019

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

Att.: Camille Guido-Downey, Village Clerk

Re: St. James Marthoma Church
526 Route 306

Dear Mrs. Guido-Downey,

Our office has received the "Final Survey & Septic As-Built for St. James Marthoma Church, prepared by Sparaco & Youngblood, PLLC last revised January 18, 2017. A review was conducted in conjunction with a site inspection performed on February 12, 2019. Our comments are as follows:

1. Documentation from the NYSDOT demonstrating satisfactory completion of all work within the Route 306 right-of-way shall be submitted.
2. Documentation showing evidence that the proposed road widening along Route 306 has been dedicated to the Village of Wesley Hills should be provided to the satisfaction of the Village Attorney.
3. Documentation from the Rockland County Department of Health shall be provided to demonstrate that the septic system has been inspected and constructed in accordance with the approved plans.
4. The drywell invert was indicated to be "inaccessible" on the as-built plan. Drywells must be inspected annually and cleaned/maintained every couple years. Please provide inspection reports that show inspections and maintenance have been completed. Invert to be provided as well.
5. Water service connection to be shown on the final as-built.
6. The driveway is now all macadam and slightly extended near the rear of the building. This should be reflected on the as-built survey.

Additionally, items 1-4 from our February 20, 2015 escrow letter were satisfactorily addressed. We recommend an escrow reduction of \$8,000. An amount of \$1,500 should be retained for additional as-built survey requirements.

Kindly contact me with any additional questions regarding this project.

Regards,

Matthew Trainor
Project Engineer
BROOKER ENGINEERING, PLLC

P:\VILLAGES\Wesley_Hills-WH\WH0109 St James Marthoma Church\2019-2-12 as-built.docx

ESCROW AGREEMENT

WHEREAS, the Village of Wesley Hills Building Department has issued a Certificate of Occupancy to the St. James Marthoma Church, with respect to the building erected at 526 Route 306, Suffern, New York 10901, and

WHEREAS, the items listed in the letter of the Village Engineer dated February 20, 2015, a copy of which is annexed hereto and incorporated herein, at the premises known as 526 Route 306, Suffern, New York 10901, have not been completed.

NOW, in consideration for the issuance of the said Certificate of Occupancy prior to the completion of the said items, it is hereby

STIPULATED AND AGREED by the undersigned as follows:

1. The sum of \$9,500.00 has been deposited with the Village of Wesley Hills to be held in escrow pursuant to the instant agreement in order to ensure that the items set forth in the aforesaid letter of the Village Engineer of the Village of Wesley Hills at the premises known as 526 Route 306, Suffern, New York 10901, be completed on or before April 15, 2015.

2. In the event that the said items at the premises known as 526 Route 306, Suffern, New York 10901, are not completed to the satisfaction of the Village Engineer of the Village of Wesley Hills on or before April 15, 2015, the aforesaid Village of Wesley Hills is hereby authorized to arrange for the completion of the said items at the premises known as 526 Route 306, Suffern, New York 10901, and to pay for the cost of said items out of the aforementioned escrow fund in the sum of \$9,500.00.

3. In the further event the sum of \$9,500.00 is insufficient to pay the cost for the aforesaid items, then, the owner, St. James Marthoma Church, shall remit to the Village of Wesley Hills the cost incurred by the Village of Wesley Hills in accomplishing the said items to the extent that such expense exceeds the sum of \$9,500.00.

4. In the event that the cost incurred by the Village of Wesley Hills in completing the said items at the premises known as 526 Route 306, Suffern, New York 10901, is completed at a cost which is less than the sum of \$9,500.00, then, in that event, the Village of Wesley Hills shall remit the balance of the escrow fund to the extent that same exceeds the cost incurred by the Village of Wesley Hills with respect to the items.

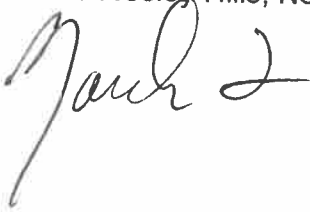
Notwithstanding the above, in the event that the owner of the premises, St. James Marthoma Church, has completed the aforesaid items at the premises known as 526 Route 306, Suffern, New York 10901, by April 15, 2015, to the satisfaction of the Village Engineer of the Village of Wesley Hills, then, in that event, the Village of Wesley Hills shall remit to said St. James Marthoma Church, the aforementioned escrow fund in the amount of \$9,500.00.

5. The Village Clerk of the Village of Wesley Hills is hereby authorized, at the time of the release of any escrow funds to the said St. James Marthoma Church, to retain the sum of \$100.00 as an administrative fee.

6. Notwithstanding the above, the said St. James Marthoma Church shall be responsible to pay any and all reasonable fees of the Village Engineer in insuring compliance with the completion of the items as set forth in the aforementioned letter of the Village Engineer of the Village of Wesley Hills dated February 20, 2015.

The undersigned, by signing the instant Escrow Agreement confirms its consent to the terms set forth herein.

Dated: Wesley Hills, New York
2015



St. James Marthoma Church

By: 

Rev. Joe John, Priest & President