



BOARD OF TRUSTEES MEETING AGENDA

December 03, 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.](#) November 4, 2024

PUBLIC HEARINGS

- [2.](#) A Local Law Amending Section 210 of the Code of the Village of Wesley Hills in Relation to Vehicle & Traffic

RESOLUTIONS/DISCUSSIONS

- [3.](#) Resolution Approving Local Law 2 Of 2024 - A Local Law Amending Section 210 Of The Code Of The Village Of Wesley Hills In Relation To Vehicle & Traffic
- [4.](#) Discussion: Wilder Road Sidewalks Engineer Selection Committee
- [5.](#) Discussion/Resolution: Greg Sikorsky Children's Park Improvements
- [6.](#) Resolution in Support of Continued and Increased State Aid for Local Governments
- [7.](#) Resolution approving the 2025 Agreement for Snow removal services, highway maintenance and storm drain maintenance between the Town of Ramapo and the Village of Wesley Hills
- [8.](#) Resolution Approving Abstracts of Audited Claims
- [9.](#) Resolution Approving Transfer of Funds

REPORTS

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

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

November 04, 2024, at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

MEMBERS PRESENT:

Marshall Katz, Mayor
Milton Schwartz, Deputy Mayor
Yisroel Cherns, Trustee
Joseph Mause, Trustee
Tova Krull, Trustee

MEMBERS ABSENT:

None

OTHERS PRESENT:

Benjamin 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 NO. 106-24

APPROVAL OF MINUTES

Trustee Cherns made a motion to approve the minutes of October 1, 2024, seconded by Trustee Schwartz. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

ITEM #2

DISCUSSION: ROUTE 306 SIDEWALKS

Mayor Katz stated that the Village Engineer has reviewed the placement of sidewalks from Lime Kiln Ct to Old Pomona Road on Route 306 and submitted a concept plan and a cost estimate. The Village Engineer has recommended the sidewalks be placed on the east side of Route 306. The east side of Route 306 was selected as there are no utility poles or drainage structures on that side. Also on the west side the ROW is not in a straight line, it jogs in and out, the house at the corner of Lime Kiln on the west side is so close to the road, and trying to fit a sidewalk next to it would be problematic. The cost estimate came in under \$1M. Board Members are in agreement that we should move forward with the project. Mayor Katz stated that he will send the preliminary concept plans and cost estimate to Ramapo for their action. If the project were to run higher than the \$1M grant the Village is receiving through Mike Lawler, the Board would look into funding solutions including drawing down the general fund and/or bonding.

DISCUSSION: PEDESTRIAN/VEHICLE ACCIDENTS

Mayor Katz stated that there has been informal information circling that there was one, maybe two, pedestrian/vehicles accidents on Route 306/E Willow Tree Road. Mayor Katz stated that he has requested the police reports to understand if there is any action to be taken by the Board.

ITEM #3**RESOLUTION NO. 107-24****RESOLUTION CERTIFYING AMOUNT OF UNPAID TAXES**

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

WHEREAS, the Village Clerk Treasurer has returned the 2024 Village of Wesley Hills Assessment Roll and Warrant and has delivered to this Board an account of the unpaid taxes which sets forth the sum of \$15,638.10, exclusive of interest as the total amount of taxes unpaid (\$16,211.09, inclusive of interest), and

WHEREAS, this Board has compared the account of unpaid taxes with the original Assessment Roll, and

NOW, THEREFORE, BE IT RESOLVED, that this Board hereby finds and certifies that the account of unpaid taxes is correct and that the total amount of taxes unpaid of \$15,638.10, exclusive of interest (\$16,211.08, inclusive of interest) is hereby approved.

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

ITEM #4**RESOLUTION NO. 108-24****RESOLUTION ACCEPTING SHADE TREE, SIGHT DISTANCE, UTILITY & SEWER EASEMENTS FOR ONE EAST LANE SUBDIVISION**

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

RESOLVED, that the Board of Trustees hereby accepts the offer of dedication to the Village of Wesley Hills, for general municipal purposes, of the following parcels of and interest in real property as shown on the plat for the subdivision known as “3-Lot Subdivision Plat of 1 East Lane”, which subdivision plat will be filed in the Rockland County Clerk’s Office, subject to the recording of the Deeds conveying title of such real property to the Village of Wesley Hills:

- (a) 5-foot shade tree easement located along the southerly side of Pomona Road and the westerly side of McNamara Road.
- (b) Sight distance easement at the northwesterly corner of Lot 3 consisting of 1,899 sf.
- (c) Sight distance easement at the northeasterly corner of Lot 3 consisting of 530 sf.
- (d) Utility easement over Lot 2 in favor of Lot 1.
- (e) Sewer Easement over Lot 3 in favor of Lot 1.

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

ITEM #5**RESOLUTION NO. 109-24**

RESOLUTION ACCEPTING SHADE TREE, SIGHT DISTANCE, UTILITY & SEWER EASEMENTS FOR 231 MCNAMARA ROAD SUBDIVISION

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

RESOLVED, that the Board of Trustees hereby accepts the offer of dedication to the Village of Wesley Hills, for general municipal purposes, of the following parcels of and interest in real property as shown on the plat for the subdivision known as “4-Lot Subdivision Plat of 231 McNamara Road”, which subdivision plat will be filed in the Rockland County Clerk’s Office, subject to the recording of the Deeds conveying title of such real property to the Village of Wesley Hills:

- (a) 5-foot shade tree easement located along the easterly line of Lot 1 and Lot 4.
- (b) Sight distance easement at the southeasterly corner of Lot 4.
- (c) Utility easement over Lot 1 in favor of Lot 2.
- (d) Utility easement over Lot 4 in favor of Lot 3.

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

ITEM #6

RESOLUTION NO. 110-24

AUTHORIZING THE IMPLEMENTATION & FUNDING OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, OF WHICH QUALIFIED COSTS MAY BE REIMBURSED FROM BRIDGE NY FUNDS

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

WHEREAS, a project for the Wesley Chapel Road over Willow Tree Brook Culvert Replacement in the Village of Wesley Hills, Rockland County, P.I.N. 8762.33 (the "Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ratio of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the Village of Wesley Hills will design, let, and administer all phases of the Project; and

WHEREAS, the Village of Wesley Hills desires to advance the Project by making a commitment of 100% of the costs of Preliminary Design, Detailed Design, Construction, and Construction Inspection work for the Project or portions thereof.

NOW, THEREFORE, the Wesley Hills Village Board, duly convened does hereby:

RESOLVE, that the Wesley Hills Village Board hereby approves the Project; and it is hereby further.

RESOLVED, that the Wesley Hills Village Board hereby authorizes the Village of Wesley Hills to pay 100% of the cost of Preliminary Design, Detailed Design, Construction, and Construction Inspection work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further.

RESOLVED, that the sum of \$1,500,000 is hereby appropriated from the General Surplus Fund and made available to cover the cost of participation in the above phases of the Project; and it is further.

RESOLVED, that the Wesley Hills Village Board hereby agrees that the Village of Wesley Hills shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Village of Wesley Hills and it is further.

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the Wesley Hills Village Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Village Mayor thereof, and it is further.

RESOLVED, that the Wesley Hills Village Board hereby agrees that the Village of Wesley Hills hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further.

RESOLVED, that the Wesley Hills Mayor be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Village of Wesley Hills in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs, and it is further

RESOLVED, that the Village of Wesley Hills will be responsible for all maintenance of the Project; and it is further.

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further.

RESOLVED, this Resolution shall take effect immediately.

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

ITEM #7

RESOLUTION NO. 111-24

RESOLUTION AUTHORIZING ZARIN & STEINMETZ TO REPRESENT THE VILLAGE IN RELATION TO CIVIL CASE FOR WILLOW TREE ROAD SIDEWALKS

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

WHEREAS, the Village Board is a respondent in a proceeding pursuant to AO 440 Summons in a Civil Action entitled, "Chana Gold, Michele Levinson" (Rockland County Clerk's Index No. 7:24-cv-06984) (hereinafter, the "Proceeding"); and

WHEREAS, the Proceeding arose from determinations of the Village Board to grant the design of sidewalks on the north side of Willow Tree Road; and

NOW, THEREFORE, BE IT RESOLVED, that the Village Board hereby authorizes the firm of Zarin & Steinmetz, LLP, to appear on behalf of the Village Board of the Village of Wesley Hills to defend the Village, and file any motions or other papers necessary in this case, and

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign any documentation on behalf of the Village.

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

ITEM #8 **RESOLUTION NO. 112-24**
RESOLUTION APPROVING THE PROPOSAL FROM CLARKSTOWN FIRE & SAFETY
FOR EQUIPMENT UPGRADE AT VILLAGE HALL

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

WHEREAS, the Village Hall recently upgraded its burglar and fire alarm system to a digital system and,

WHEREAS, during the installation Clarkstown Fire and Safety needed improvements to the existing sensors, and

WHEREAS, the Village Board of the Village of Wesley Hills wishes to upgrade the sensors for the safety of the Village Hall, and

RESOLVED, the proposal submitted by Clarkstown Fire and Safety is hereby approved, 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, Trustee Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull. This motion was carried unanimously.

ITEM #9 **RESOLUTION NO. 113-24**
RESOLUTION SCHEDULING A PUBLIC HEARING ON THE CODE OF THE VILLAGE OF
WESLEY HILLS ENTITLED, "A LOCAL LAW AMENDING SECTION 210 OF THE CODE
OF THE VILLAGE OF WESLEY HILLS IN RELATION TO VEHICLE & TRAFFIC"

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

WHEREAS, the Board of Trustees of the Village of Wesley Hills reviews its code from time to time and has decided that the existing law under Section 210 of the Code of the Village of Wesley Hills -Vehicle & Traffic needs to be revised, and

WHEREAS, the Village Board of Trustees has sent the draft local law out for referral to the Planning Board and other agencies, and

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the Municipal Home Rule Law Section 7-706 of the Village Law, a Public Hearing on the adoption of said proposed Local Law

shall be held before the Board of Trustees of the Village of Wesley Hills on the 3rd day of December 2024, at 7:00 pm at the Village Hall, 432 Route 306, in the Village of Wesley Hills, at which time citizens shall have the opportunity to be heard with respect to such Local Law,

BE IT FURTHER RESOLVED, that the notice of said time and place of Public Hearing shall be published and posted by the Village Clerk Treasurer at least ten (10) days in advance of such time in the manner provided by law.

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

ITEM #10 **RESOLUTION NO. 114-24**
RESOLUTION APPROVING THE COST SHARING AGREEMENT BETWEEN THE
VILLAGE OF WESLEY HILLS AND ORANGE & ROCKLAND UTILITIES TO COVER
PAVING OF LOIS LANE & AUBURN COURT

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

WHEREAS, the Village of Wesley Hills and Orange & Rockland Utilities, Inc. have reached a cost sharing agreement to cover paving of Lois Lane and Auburn Court, to which cost sharing agreement Orange & Rockland will contribute to the Village of Hills the sum of \$66,600.00, and

BE IT RESOLVED, that the Village hereby agrees to said cost sharing agreement, a copy of which is made a part of the minutes of this Board, with Orange and Rockland Utilities and the Mayor is authorized to sign said agreement after the same is approved by the Village Attorney.

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

ITEM #11 **RESOLUTION NO. 115-24**
RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims, #22,394 through #22,493 in the aggregate amount of \$105,639.27 as set forth in Abstract #11/24 dated November 4, 2024, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

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

ITEM #12 **RESOLUTION NO. 116-24**
RESOLUTION APPROVING TRANSFER OF FUNDS

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

RESOLVED, that the transfers in the aggregate amount of \$100,000.00 as set forth in Abstract #11/24 dated November 4, 2024, a copy of which abstract of audited claims is made a part of the Minutes of this Board, are hereby approved.

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

ITEM #13 – MAYOR’S REPORTS

Parking on Glenbrook Road

Mayor Katz stated that he received an email from the “Glenbrook Road Community” anonymously in reference to their frustration with the shul located at 33 Glenbrook Road. Congregants have been parking on both sides of the roadway causing an unsafe situation. Mayor Katz suggested that Trustee Cherns reach out to the Rabbi to resolve the issue as this will cause a delay with their Planning Board process. In addition, if the issue is not resolved, the Board will ask it’s engineer to determine the side of the road and extent of a no-parking area and will call a community meeting of the residents on Glenbrook Road to discuss this proposed no-parking area.

E Willow Tree/McNamara Road

Mayor Katz stated that the Town of Ramapo will be clearing vegetation and do roadway striping this weekend to implement the recommendations of the Village Engineer.

Village Park Committee

Trustee Schwartz and Trustee Kroll stated that they will be prepared to discuss the Village Park upgrades at next month’s meeting.

Upcoming Meetings:

December 17 Workshop meeting

ITEM #13 - VILLAGE CLERK/TREASURER’S REPORT

Camille Guido-Downey reported the following:

- The request for qualifications for the Wilder Road Sidewalk project are due back November 12. The Village needs two volunteers to assist with the ranking of the engineering companies that submit. Trustee Schwartz, Trustee Mause and Mayor Katz volunteered.
- Village Hall is closed November 11 for Veterans Day and November 28/29 for Thanksgiving.
- The Village is having a blood drive on December 16 from 1-7 pm. Trustees were asked to promote the event to increase participation.
- There were ten complaints that were received last month. Most were in reference to leaf pick up. Trustees asked if the Village’s leaves can be picked up using a vacuum opposed to using leaf bags. Village Clerk will inquire from Rockland Green.

ADJOURNMENT

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

Respectfully Submitted,
Camille Guido-Downey

**A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF WESLEY HILLS IN
RELATION TO PARKING/STANDING/STOPPING OF MOTOR VEHICLES IN CERTAIN
AREAS.**

SECTION 1.

- A. Section 210-8 A (4) is hereby deleted and is hereby replaced by the following provision:

Whenever any motor vehicle is found parked, standing or stopped in violation of this chapter, the Police Department of the Town of Ramapo and/or enforcement officer of the Village of Wesley Hills as designated in Chapter 210, of the Code of the Village of Wesley Hills shall have the power, right and authority to issue an appearance ticket, as the same is defined in Article 150 of the Criminal Procedure Law of the State of New York, and/or a traffic parking summons of the Village of Wesley Hills Justice Court, for the violation of this section.

SECTION 1.

- A. Section 210-8 A (5) is hereby deleted and is hereby replaced by the following provision:

If there is no response in the Justice Court to the appearance ticket or traffic parking summons issued, the court shall issue a summons to the owner of the motor vehicle to which the appearance ticket or traffic parking summons was affixed and direct that the same be served upon said owner. In any prosecution charging a violation of § 210 -8 proof that the vehicle was parked in violation of this section, together with proof that the defendant named in the summons issued by the court was, at the time of violation, the registered owner thereof, shall constitute a presumption that the registered owner of such vehicle was the person who parked or placed the vehicle at the point where and for the time during which such violation occurred.

SECTION 2.

Section 210-9E (1) are hereby deleted and are hereby replaced by the following provisions:

Whenever any motor vehicle is found parked, standing or stopped in violation of this chapter, the Police Department of the Town of Ramapo and/or enforcement officer of the Village of Wesley Hills as designated in Chapter 210 of the Code of the Village of Wesley Hills shall have the power, right and authority to issue an appearance ticket, as the same is defined in Article 150 of the Criminal Procedure Law of the State of New

York, and/or a traffic parking summons of the Village of Wesley Hills Justice Court, for the violation of this section.

Section 210-9E (2) are hereby deleted and are hereby replaced by the following provisions:

If there is no response in the Justice Court to the appearance ticket or traffic parking summons issued, the court shall issue a summons to the owner of the motor vehicle to which the appearance ticket or traffic parking summons was affixed and direct that the same be served upon said owner. In any prosecution charging a violation of § 210-9 proof that the vehicle was parked in violation of this section, together with proof that the defendant named in the summons issued by the court was, at the time of violation, the registered owner thereof, shall constitute a presumption that the registered owner of such vehicle was the person who parked or placed the vehicle at the point where and for the time during which such violation occurred.

Section 210-15B (4) (a), (b), (c) are hereby deleted and are hereby replaced by the following provisions:

- (a) For illegal parking in an established fire zone: a fine of \$100;
- (b) For illegal parking in a designated no-parking area: a fine of \$75;
- (c) For illegal parking in a designated handicapped parking area: a fine of \$100, plus a surcharge mandated by the Vehicle and Traffic Law of the State of New York;

SECTION 3. Effective Date

This local law amendment shall become effective upon filing with the Secretary of State.

BROOKER ENGINEERING , a Division of Weston and Sampson
 74 Lafayette Avenue, Suite 501
 Suffern, NY 10901
 (845) 357-4411

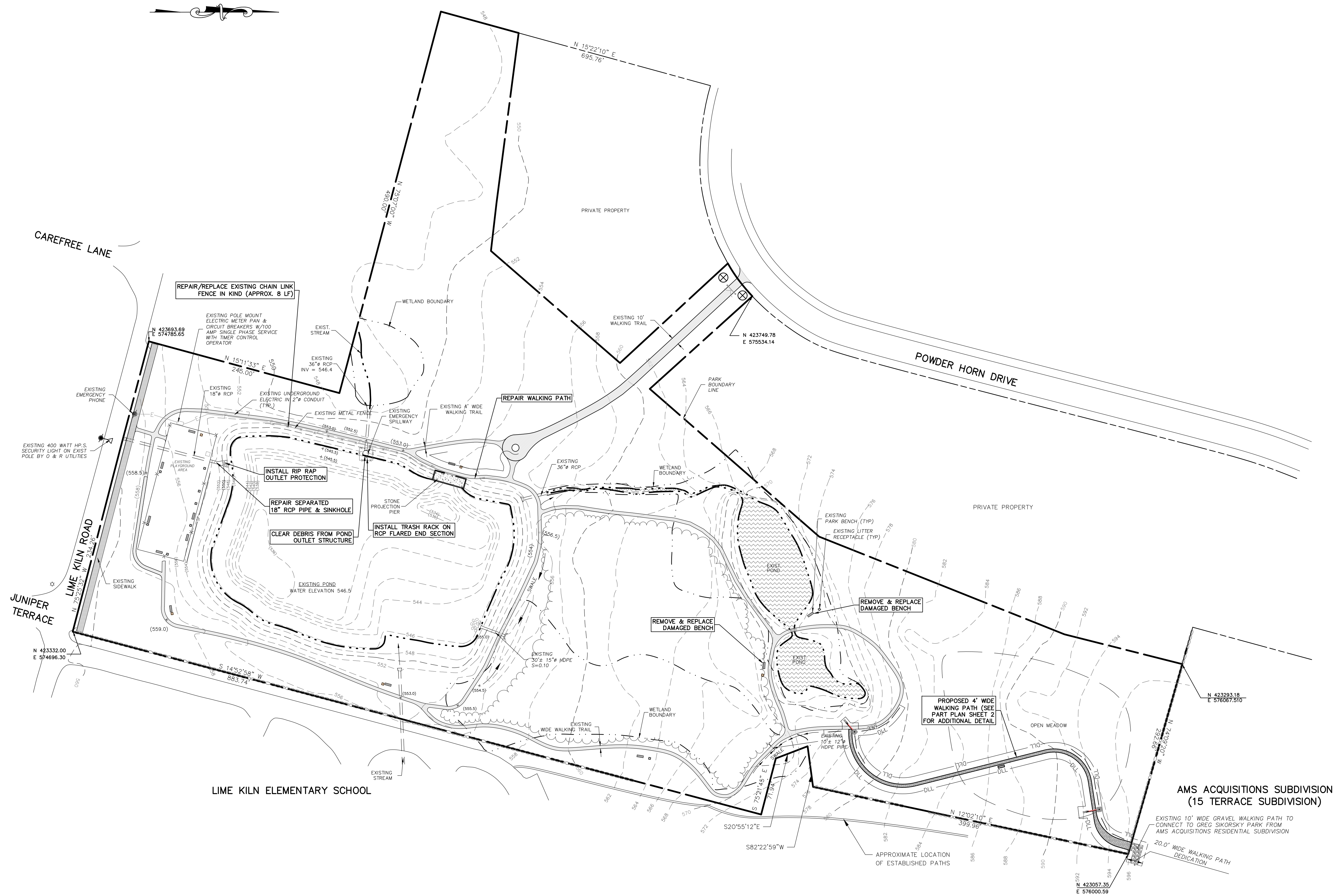
Date 11/8/2024

WH0215

GREG SIKORSKY PARK IMPROVEMENTS
PRELIMINARY COST ESTIMATE
 VILLAGE OF WESLEY HILLS

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
NEW PATHWAY CONNECTION					
2	CLEARING & GRUBBING	LS	1	\$ 7,000.00	\$ 7,000.00
3	PROPOSED PATHWAY	SF	2150	\$ 5.00	\$ 10,750.00
4	PROPOSED BENCH	EA	1	\$ 4,000.00	\$ 4,000.00
5	12" HDPE	LF	20	\$ 25.00	\$ 500.00
6	12" HDPE FLARED END SECTION	EA	2	\$ 500.00	\$ 1,000.00
7	24" x 24" NDS CATCH BASIN	EA	2	\$ 500.00	\$ 1,000.00
8	RIP RAP INLET PROTECTION	SY	2	\$ 200.00	\$ 400.00
9	RIP RAP OUTLET PROTECTION	SY	2	\$ 275.00	\$ 550.00
10	EXISTING PATH REPAIRS	SF	80	\$ 5.00	\$ 400.00
11	TOP SOIL, SEED, FERTILIZER, HAY	SY	920	\$ 20.00	\$ 18,400.00
12	SOIL & EROSION CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
				Total	\$ 48,500.00
EXISTING PARK REPAIRS & IMPROVEMENTS					
13	REPAIR/REPLACE BROKEN CHAINLINK FENCE	LS	1	\$ 300.00	\$ 300.00
14	REPAIR 18" RCP PIPE & FLARED END SECTION	LS	1	\$ 3,000.00	\$ 3,000.00
15	RIP RAP APRON	CY	6	\$ 275.00	\$ 1,650.00
16	REMOVE & REPLACE BENCH	EA	2	\$ 5,000.00	\$ 10,000.00
17	REPAIR EXISTING PATH	SF	80	\$ 5.00	\$ 400.00
18	CLEAN POND OUTLET STRUCTURE	LS	1	\$ 500.00	\$ 500.00
19	RETROFIT TRASH GUARD TO OUTLET FES	LS	1	\$ 1,000.00	\$ 1,000.00
				Total	\$ 16,850.00

SUBTOTAL	\$ 65,350.00
Eng Design & Inspection	\$ 7,842.00
Contingency	\$ 6,535.00
TOTAL	\$ 79,727.00



NOTE: BOUNDARY & SITE SURVEY FROM 2013 GREG SIKORSKY PARK IMPROVEMENTS PROJECT UTILIZED AS BASED MAP IN LIEU OF ROCKLAND COUNTY TOPOGRAPHY & PLANIMETRIC. INFORMATION IS SUPPLEMENTED BY FIELD INVESTIGATION PERFORMED BY WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC ON 02/29/2024. EXISTING SITE FEATURES WITHIN SCOPE OF WORK TO BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION.

REV	DESCRIPTION	BY	DATE

DISCLAIMER:
UNAUTHORIZED ALTERATION OR ADDITIONS TO THESE PLANS IS A VIOLATION OF THE N.Y.S. EDUCATION LAW, ARTICLE 145, SECTION 7209, SUBSECTION 2.

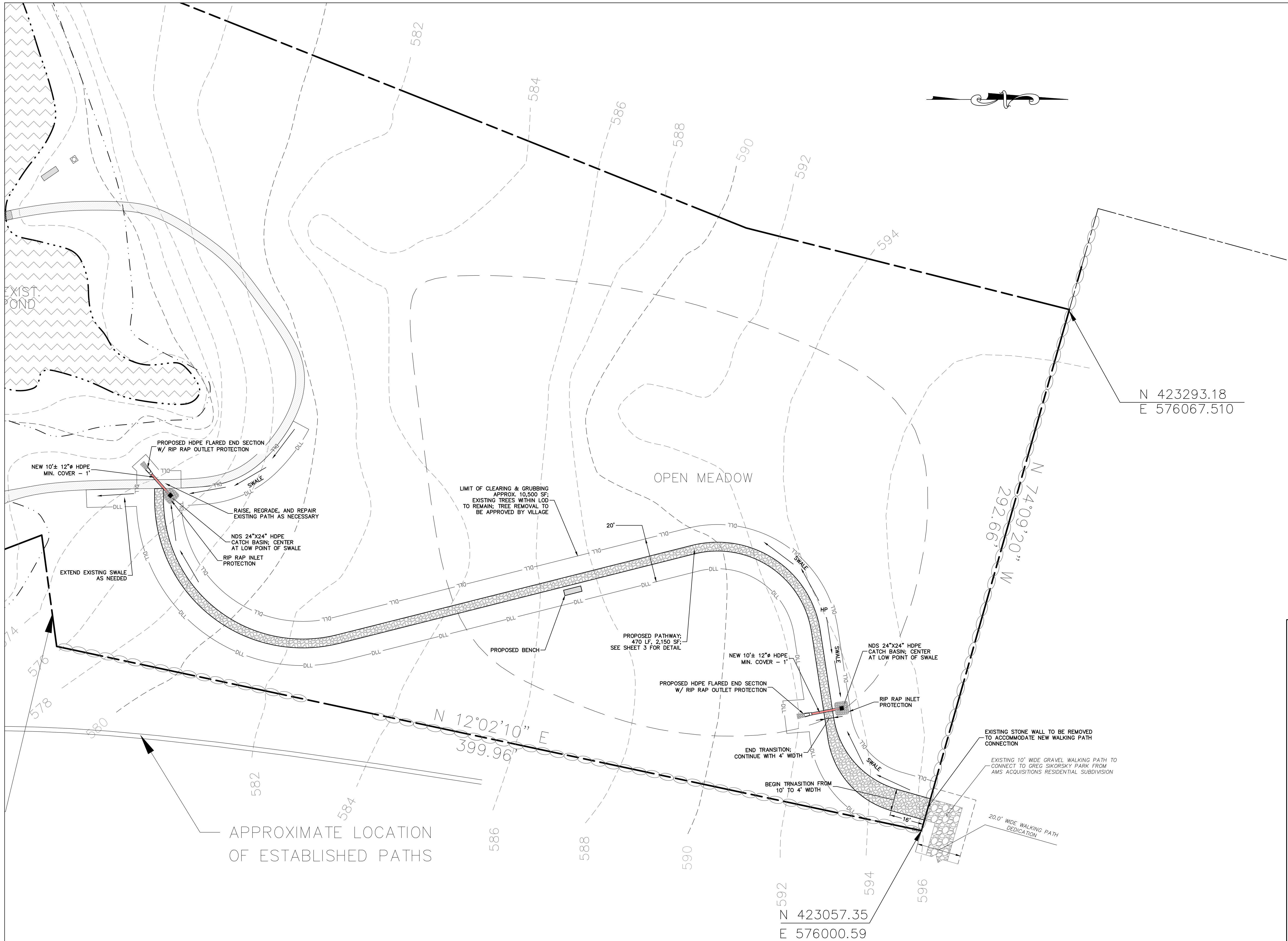
**BROOKER ENGINEERING**
a division of Weston & Sampson
WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC
74 Lafayette Avenue, Suite 501, Suffern, NY 10901
(845) 357-4411
WESTONANDSAMPSON.COM

PROJECT:
GREG SIKORSKY PARK IMPROVEMENTS
VILLAGE OF WESLEY HILLS
ROCKLAND COUNTY
NEW YORK

TITLE:
OVERALL PARK IMPROVEMENT PLAN

PROJECT NO: WHO215
SCALE: 1" = 60'
GRAPHIC SCALE:
DATE: 11/08/2024

DRAWN: DP
CHECKED: EM
DRAWING NO: 1



NOTE: BOUNDARY & SITE SURVEY FROM 2013 GREG SIKORSKY PARK IMPROVEMENTS PROJECT UTILIZED AS BASED MAP IN LIEU OF ROCKLAND COUNTY TOPOGRAPHY & PLANIMETRIC. INFORMATION IS SUPPLEMENTED BY FIELD INVESTIGATION PERFORMED BY WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC ON 02/29/2024. EXISTING SITE FEATURES WITHIN SCOPE OF WORK TO BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION.

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74 Lafayette Avenue, Suite 501, Suffern, NY 10901
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PROJECT:
GREG SIKORSKY PARK IMPROVEMENTS
VILLAGE OF WESLEY HILLS
ROCKLAND COUNTY
NEW YORK

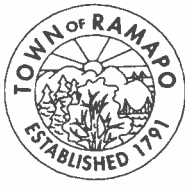
TITLE:
**PATHWAY CONNECTION
PART-PLAN**

PRELIMINARY

PROJECT NO: WH0215
SCALE: 1" = 20'
GRAPHIC SCALE:
DATE: 11/08/2024

DRAWN: DP
CHECKED: EM
DRAWING NO: 2

NOTE: LOCATION OF WALKING PATH TO BE STAKED OUT IN THE FIELD BY THE ENGINEER. CONFIRMATION WITH ENGINEER REQUIRED PRIOR TO REMOVAL OF EXISTING TREES.



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

November 13, 2024

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

RE: 2025 VILLAGE HIGHWAY AGREEMENT

Dear Mayor Katz:

Enclosed for execution are two (2) originals of an Agreement for Highway services. Please have both originals executed and returned to me as soon as possible to avoid any interruption in highway maintenance services, together with the resolution of the Village authorizing such execution, which should be inserted as Exhibit "C".

Upon receipt of the requested documents, one fully executed original agreement will be returned to you.

Very truly yours,



Kassidi Wallis
Paralegal Specialist I

/kw
Enc.

AGREEMENT

AGREEMENT made as of the 1st day of January, 2025 by and between the **TOWN OF RAMAPO**, a Municipal Corporation, organized under the laws of the State of New York, having its principal office located at 237 Route 59, Suffern, New York (hereinafter the "**TOWN**"), and **VILLAGE OF WESLEY HILLS**, a Municipal Corporation, organized under the laws of the State of New York, with its principal office located at 432 Route 306, Wesley Hills, NY 10977, (hereinafter the "**VILLAGE**").

WITNESSETH:

WHEREAS, **TOWN** maintains a Highway Department which tends to its snow removal, road repairs and drainage repairs, and

WHEREAS, the **VILLAGE** does not have a Highway Department and is legally responsible to provide its own snow removal, road repairs and drainage repairs on its streets and roads, and

WHEREAS, in order to provide the most efficient service to their constituents, both governmental entities have determined, pursuant to Article 5-G of the General Municipal Law, the best interests of the public would be served through their entry into an inter-governmental agreement for the **TOWN** to provide to the **VILLAGE** snow removal, and certain highway and storm drain maintenance within the **VILLAGE** boundaries. as more particularly described in Exhibit "A" attached and made part of this agreement ("Highway Services");

NOW, THEREFORE, in consideration of the terms and conditions and covenants contained here, the **TOWN** and the **VILLAGE**, **AGREE AS FOLLOWS**:

FIRST: That each municipality has agreed to and approved this agreement. A copy of the resolutions of each respective governing body, approving the terms and conditions contained in this agreement, are annexed as Exhibits "C" and "D" to this agreement.

HIGHWAY SERVICES:

SECOND: the **TOWN** agrees that it will render to the **VILLAGE** snow removal and highway maintenance service to all dedicated streets within the **VILLAGE** (other than any streets maintained by the State of New York or County of Rockland), and maintenance service to the storm drainage system within the boundaries of the **VILLAGE**, for the period from January 1, 2025, through December 31, 2025, or until this Agreement is sooner terminated in the manner set forth below.

THIRD: **VILLAGE** agrees to timely pay, and **TOWN** agrees to accept for Highway Services the sums in Exhibit "B," **MONTHLY PAYMENT SCHEDULE**.

FOURTH: The **TOWN** agrees that it shall perform Highway Services as may, in the joint opinion of the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways, be required in order to maintain roads, streets, highways and storm drains in a condition equal to that maintained in the unincorporated area of the **TOWN**. It is the intention of the parties hereto that the **VILLAGE** shall receive such services for the purposes of this Agreement as though it were part of the unincorporated area of the **TOWN**, which in no case shall be less than a safe and useable condition.

FIFTH: It is understood and agreed that this Agreement is limited to ordinary and necessary repairs and maintenance only. Such repairs and/or maintenance includes the items of work set forth in Exhibit "A", attached hereto and made a part hereof, and any other projects that are agreed to in writing by the **VILLAGE's** Licensed Engineer and the **TOWN** Superintendent of Highways. It is further understood and agreed that this Agreement does not pertain to maintenance of, nor snow removal from, sidewalks. Nothing contained herein, however, shall be deemed to obligate the **TOWN** to make any capital improvements.

SIXTH: On or before March 31, 2025, the **TOWN'S** Highway Department will provide the **VILLAGE** with a list setting forth all streets, highways, roads and/or drainage systems which, in the department's opinion, require immediate capital improvements and/or reconstruction and are below the standards for maintenance in the unincorporated area of the **TOWN**. Said list will include the **TOWN'S** cost estimate for performing all such improvements and/or reconstruction in the **VILLAGE**. Capital Improvements shall be defined as improvements which are necessary to maintain a road in a safe and useable condition beyond temporary repairs.

If in the joint opinion of the **VILLAGE'S** Licensed Engineer, and the **TOWN** Superintendent of Highways, said roads, streets, highways, and/or drainage systems cannot be properly maintained but require capital improvements or reconstruction by the **VILLAGE**, and after the **VILLAGE**, following notification of such joint opinion, has had reasonable opportunity to make such capital improvements but has failed to do so, the **TOWN** shall not be required to maintain or repair that affected portion and shall be released from all obligations and liability therefor. In the event of such release of the **TOWN**, the amount of future payments by the **VILLAGE** pursuant to this agreement shall be reduced proportionately. In addition, the **VILLAGE** agrees that it will assume liability for damages or claims made by third parties and/or indemnify the **TOWN** for all costs and fees resulting from the **VILLAGE'S** failure to make such capital improvements. The **TOWN** and the **VILLAGE** understand and agree that, in the event such capital improvements are not made by the **VILLAGE**, the **TOWN** may, at its option, refuse to renew this agreement for the period commencing January 1, 2026.

SEVENTH: The **TOWN** shall not be responsible for damage or injury to person or property sustained in consequence of any street, highway or road situated within the **VILLAGE** being defective, out of repair or dangerous (including potholes) unless the **VILLAGE** provides written notification to the **TOWN** of the existence of such defective, unsafe or dangerous condition, or, unless the **TOWN** has received written notification of such defective, unsafe or dangerous

condition from a third party. Such notice to the **TOWN** must have been in writing and provided to the Town Clerk or the Superintendent of Highways in accordance with the local law in effect at the time the alleged injury took place.

GENERAL PROVISIONS:

EIGHTH: the **TOWN** agrees that each employee assigned to perform the services to be provided to the **VILLAGE** shall be required to provide such services in a manner equal to those services provided in the unincorporated area of the **TOWN**, it being the intention of the parties that **VILLAGE** shall receive such services for the purpose of this Agreement as though it were part of the unincorporated area of the **TOWN**.

NINTH: A) the **TOWN** shall name the **VILLAGE** as an additional insured on its liability policy. The **TOWN** does hereby indemnify and hold harmless the **VILLAGE** for the negligence of the **TOWN**, its agents and employees, including the cost of any defense of the **VILLAGE**. This provision shall not apply to any action or claim allegedly arising from a defective, unsafe or dangerous condition of a street, highway or road for which the **VILLAGE** received actual notice of said defective, unsafe or dangerous condition and failed to give notice to the **TOWN**, nor shall it apply where the Village did not receive proper notice in accordance with its own Notice Local Law. Further, where the **VILLAGE** does not have a properly-constituted Notice local law, the **TOWN** shall not be liable for any injury to person or property that would have been obviated by such local law, and the **VILLAGE** agrees to fully indemnify and hold the **TOWN** harmless from any and liability in any form.

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

TENTH: Any failure or delay on the part of the **TOWN** or the **VILLAGE** in exercising or enforcing any right under any of the provisions of the Agreement will not constitute a waiver of such provisions or of the right of the **TOWN** or the **VILLAGE** to exercise or enforce any other right.

ELEVENTH: This Agreement may not be changed orally. No change in or waiver of any provision of this Agreement will be binding upon the **TOWN** or the **VILLAGE** unless made in writing and signed by the **TOWN** Supervisor or the **VILLAGE** Mayor and any such waiver or change shall be effective only in the specific instance and for the purpose for which given, provided, however, that the **TOWN** may delegate, in writing, the power to waive or approve any requirement or action which, under the terms of this Agreement, may be waived or approved by the **TOWN**.

TWELFTH: The parties contemplate that they may extend this Agreement beyond December 31, 2024. In the event either is unwilling to do so or is willing to do so but under changed terms, that party shall notify the other in writing no later than October 1, 2025 and the parties shall use their best efforts to come to terms no later than October 15, 2025, subject to the

approval of their respective Boards.

THIRTEENTH: Any notice, demand, request, or other communication required to be given under this Agreement will be given by personal delivery or by certified or registered mail, postage prepaid and addressed:

(a) to the **VILLAGE** at its offices at the address first set forth above, marked - Attention: Mayor, and

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

Notice shall be deemed given when actually delivered to the **TOWN's** Supervisor or the **VILLAGE's** Mayor or when deposited with the post office registry clerk or an official U.S. Post Box. Either the **VILLAGE** or the **TOWN** may, by written notice to the other, given as provided herein, change the address to which written notices, requests, or other communications are to be mailed.

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

ATTEST:

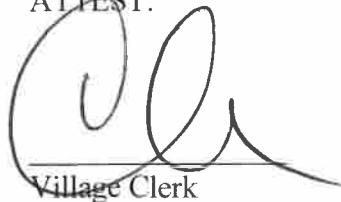
TOWN OF RAMAPO

Town Clerk

By: _____
Michael B. Specht, Supervisor

ATTEST:

VILLAGE OF WESLEY HILLS



Village Clerk

By: 

Marshall Katz, Mayor

[illegible]

On this day of , 2025, before me personally came MICHAEL B. SPECHT, to me known, who, being by me duly sworn, did depose and say that he resides at Suffern, New York; that he is the Supervisor of the Town of Ramapo, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the Town of Ramapo; and that he signed his name thereto by like order.

Notary Public

[illegible]

On this 20th day of November, 2025, before me personally came MARSHALL KATZ, to me known, who, being by me duly sworn, did depose and say that he resides at 6 Raven Rd, Monsey, NY New York; that he is the Mayor of the Village of Wesley Hills, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the Village of Wesley Hills; and that he signed his name thereto by like order.

Notary Public

CAMILLE GUIDO-DOWNEY
NOTARY PUBLIC STATE OF NEW YORK
RESIDING IN ROCKLAND COUNTY
NO. 01GU8387245
MY COMMISSION EXPIRES 02/22/20 28

EXHIBIT A HIGHWAY SERVICES

SCOPE OF WORK

1. The **TOWN's** Highway Department shall provide the following services to **dedicated** roads, streets, highways and drainage systems situated in the **VILLAGE**.

- | | | |
|---|---|--|
| Patching | - | on “as needed” basis |
| Sweeping | - | all year around, with a minimum of two times a year and as needed |
| Culverts | - | maintenance on an as needed basis upon annual inspection of all culverts. |
| Clean catch basins | - | Spring to beginning of snow season, on an as-needed basis after inspection of all catch basins |
| Brush cutting | - | sight distance- all year around, with a minimum of once a year and as needed |
| Snow removal | - | plowing and chemicals [sidewalks are specifically excluded] |
| Traffic control signs (maintenance) (no new installation) – on “as needed” basis | | |
| Maintain existing center and side line striping stop bars, school crossings and crosswalks – Fall – upon request of Village | | |
| Dead trees removal on right of way - on “as needed” basis, VILLAGE must approve prior to removal, emergency circumstances permitting. | | |
| Other Tree Removal | - | only with prior approval of VILLAGE after written cost estimate. |
| Replace damage guide rail | - | on “as needed” basis |
| Berms (asphalt curb repair) | - | on “as needed” basis |

2. All requests for services to be performed shall be made by the **VILLAGE** to the **TOWN's** Highway Department. The **VILLAGE** will assign a liaison to make all such requests. Records and invoices, if any, will be sent to the **VILLAGE** detailing all of the work performed by the **TOWN**.

EXHIBIT B
MONTHLY PAYMENT SCHEDULE
VILLAGE OF WESLEY HILLS

1/1/25	\$38,143.41
2/1/25	\$38,143.41
3/1/25	\$38,143.41
4/1/25	\$38,143.41
5/1/25	\$38,143.41
6/1/25	\$38,143.41
7/1/25	\$38,143.41
8/1/25	\$38,143.41
9/1/25	\$38,143.41
10/1/25	\$38,143.41
11/1/25	\$38,143.41
12/1/25	\$38,143.41
	\$457,721.00