



BOARD OF TRUSTEES MEETING AGENDA

November 04, 2024 at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. October 1, 2024

PUBLIC HEARINGS

RESOLUTIONS/DISCUSSIONS

2. Discussion: Route 306 Sidewalks
3. Resolution Certifying Amount of Unpaid Taxes
4. Resolution Accepting Shade Tree, Sight Distance, Utility & Sewer Easements for One East Lane Subdivision
5. Resolution Accepting Shade Tree, Sight Distance, Utility & Sewer Easements for 231 McNamara Road Subdivision
6. Authorizing the Implementation & Funding of 100% of the Costs of a Transportation Project, of which qualified costs may be reimbursed from Bridge NY funds
7. Resolution Authorizing Zarin & Steinmetz to Represent the Village in Relation to Civil Case for Willow Tree Road Sidewalks
8. Resolution Approving the Proposal from Clarkstown Fire & Safety for Equipment Upgrade at Village Hall
9. 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"
10. Resolution approving the Cost Sharing Agreement between the Village of Wesley Hills and Orange & Rockland Utilities to cover paving of Lois Lane & Auburn Court
11. Resolution Approving Abstracts of Audited Claims
12. Resolution Approving Transfer of Funds

REPORTS

13. Mayor

14. Village Clerk/Treasurer

15. Village Attorney

OPEN FLOOR: PUBLIC DISCUSSION

EXECUTIVE SESSION

NEW BUSINESS

ADJOURNMENT



BOARD OF TRUSTEES MEETING MINUTES

October 01, 2024, at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

MEMBERS PRESENT:

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

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. 94-24

APPROVAL OF MINUTES

Trustee Cherns made a motion to approve the minutes of September 3, 2024, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, and Trustee Krull. This motion was carried unanimously.

ITEM #2

DISCUSSION: AMENDMENT TO VILLAGE CODE CHAPTER 210-VEHICLES & TRAFFIC

Mayor Katz stated that the proposed revised local law incorporates the discussed changes. Mayor Katz and the Board Members discussed increasing fees for fire lane, handicap and other parking violations. Mayor Katz directed the Village Clerk to make the additional changes and prepare the local law for review.

ITEM #3

RESOLUTION NO. 95-24

RESOLUTION REFERRING TO THE PLANNING BOARD & OTHER AGENCIES THE REVISED VILLAGE CODE SECTION 210 – VEHICLES AND TRAFFIC

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

WHEREAS, the Board of Trustees of the Village of Wesley Hills deems it to be in the interest of the Village to consider the enactment of a revised local law amending the Code of the Village of Wesley Hills Section 210 - Vehicles And Traffic, and

WHEREAS, the Village Attorney, at the request of this Board, has prepared such a proposed local law entitled, "Amending the Code of the Village of Wesley Hills in Relation to Village Code Section 210- Vehicles And Traffic",

NOW, THEREFORE, BE IT RESOLVED, that it is hereby determined that the enactment of such proposed local law will not have a significant effect on the environment as defined in the New York State Environmental Quality Review Act for the reason that such revised local law eliminates any ambiguity with respect to the treatment of parking tickets in the Village of Wesley Hills, and

BE IT FURTHER RESOLVED, that in accordance with the provisions of Section 230-76 of the Wesley Hills Code, such proposed local law is hereby referred for review and report to the Planning Board, Zoning Board of Appeals, Village Attorney, Village Engineer, Building Inspector, and Code Inspector of the Village of Wesley Hills, and pursuant to the GML of the County of Rockland Planning Department and all abutting municipalities,

BE IT FURTHER RESOLVED, that the Village Clerk is hereby directed to forward a copy of such proposed local law to such Boards and Officials forthwith.

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

ITEM #4 **RESOLUTION NO. 96-24**
RESOLUTION AUTHORIZING HOLD HARMLESS AGREEMENT - 3 SKYLARK DRIVE

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

RESOLVED, that the Indemnification and Hold Harmless Agreement between the Village of Wesley Hills and Abraham Breuer, 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, and Trustee Krull. This motion was carried unanimously.

ITEM #5 **RESOLUTION NO. 97-24**
RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PARKLAND ACCOUNT AT NYCLASS

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

WHEREAS, the Village Clerk-Treasurer wishes to establish a parkland account in NY CLASS to take advantage of the higher interest rate, and

WHEREAS, Village of Wesley Hills Village Board authorizes the Village Clerk-Treasurer to open a Parkland account in NYCLASS and authorize the Village Clerk-Treasurer to transfer money into and out of this account, and

NOW THEREFORE BE IT RESOLVED, that the Village Clerk Treasurer is authorized to open a NY CLASS parkland account and transfer funds in and out of said account.

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

ITEM #6 **RESOLUTION NO. 98-24**
RESOLUTION AUTHORIZING THE CONTRACT WITH CIVIL DESIGN WORKS FOR THE
VILLAGE STORMWATER PROGRAM

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

RESOLVED, that the Proposal and Fee Schedule for Engineering Consulting Services for the Village of Wesley Hills by Civil Design Works, LLC, a copy of which is made a part of the Minutes of this Board, is hereby approved and the Mayor is authorized to indicate approval of such agreement on said document on behalf of the Village of Wesley Hills.

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

ITEM #7 **RESOLUTION NO. 99-24**
RESOLUTION AUTHORIZING THE ADOPTION OF THE 2024 RC HAZARD MITIGATION
PLAN UPDATE

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

WHEREAS, all jurisdictions within Rockland County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS, a coalition of Rockland County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Rockland County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy.

NOW, THEREFORE, BE IT RESOLVED that the Village of Wesley Hills:

- 1) Adopts in its entirety, the 2024 Rockland County Hazard Mitigation Plan Update (the “Plan”) as the jurisdiction’s Natural Hazard Mitigation Plan and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Planning Partnership as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan in conjunction with the County no less than every five years.

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

ITEM #8

RESOLUTION ACCEPTING SHADE TREE, SIGHT DISTANCE, UTILITY & SEWER EASEMENTS FOR ONE EAST LANE SUBDIVISION

Benjamin Selig, Village Attorney stated that he would like to table this item as he would like the subdivision map filed first before the easements are accepted.

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

ITEM #9

RESOLUTION NO. 100-24

RESOLUTION AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF RAMAPO FOR SIDEWALK FUNDS

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

RESOLVED, that the Intermunicipal Agreement with the Town of Ramapo for ordinary and necessary administrative, construction and grant processing work necessary to make pedestrian safety and infrastructure sidewalk improvements on Route 306 from Lime Kiln Road to Old Pomona Road, a copy of which is made a part of the Minutes of this Board, is hereby approved and the Mayor is authorized to indicate approval of such agreement on said document on behalf of the Village of Wesley Hills.

DISCUSSION:

Mayor Katz stated that the Town of Ramapo was able to secure \$8M in funding and is sharing that with villages that have elected to participate. The Village of Wesley Hills will receive \$1M in funds towards the sidewalks on Route 306 from Lime Kiln Road to Old Pomona Road. The Village has agreed to allow the Town of Ramapo to handle the grant application and construction process. Mayor Katz stated that Civil Design Works has been authorized to develop a concept plan for the sidewalks along with a cost estimate. Once the Village has more information, Mayor Katz noted that he will share with the Board for future discussions on additional funding needs for this project.

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

ITEM #10

RESOLUTION NO. 101-24

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A GRANT UNDER THE JUSTICE COURT ASSISTANCE PROGRAM, 2024-2025, ESTABLISHED BY THE STATE OF NEW YORK.

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

RESOLVED, the Village Board of Trustees of the Village of Wesley Hills authorizes the Village of Wesley Hills Justice Court to apply for a JCAP grant in the 2024-2025 grant cycle up to \$30,000.00.

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

ITEM #11

RESOLUTION NO. 102-24

AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS FOR THE WILDER ROAD -ADA-COMPLAINT SIDEWALK SYSTEM PROJECT

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

WHEREAS, a Project for the Wilder Road Sidewalks, Village of Wesley Hills, Rockland County PIN 8763.50 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Village of Wesley Hills desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and ROW incidentals.

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

RESOLVE, that the Wesley Hills Village Board hereby approves the above-subject project; and it is hereby further.

RESOLVED, that the Wesley Hills Village Board hereby authorizes the Village of Wesley Hills to pay in the first instance 100% of the federal and non-federal share of the cost of the preliminary engineering and ROW incidental work for the Project or portions thereof; and it is further.

RESOLVED, that the sum of \$238,808 is hereby appropriated from the General Surplus Fund and made available to cover the cost of participation in the above phase of the Project; and it is further.

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds 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 Mayor of the Village of Wesley Hills be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the Village of Wesley Hills with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Village Mayor the following municipal titles: Village Deputy Mayor, and Village Clerk-Treasurer are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

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 #12

RESOLUTION NO. 103-24

RESOLUTION AUTHORIZING THE REIMBURSEMENT TO MIRIAM KATZ FOR TIRE DAMAGE

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

RESOLVED, that the Village of Wesley Hills shall reimburse Miriam Katz the cost of the repair to her tire which occurred in the Village Hall parking lot as a result of a pothole; and

BE IT FURTHER RESOLVED, that the Village Clerk-Treasurer of the Village of Wesley Hills is hereby directed to refund Miriam Katz the sum of \$343.88 forthwith.

DISCUSSION:

Mayor Katz stated that Miriam Katz was utilizing the library drop off box twice over the weekend and both times hit the large pothole in the Village Hall parking lot. Mayor Katz stated that he feels that the Village should pay for her replacement tire.

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

ITEM #13

RESOLUTION NO. 104-24

RESOLUTION APPROVING ABSTRACTS OF AUDITED CLAIMS

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

RESOLVED, that the general fund claims #22,316 through #22,392 in the aggregate amount of \$152,359.23 as set forth in Abstract #10/24 dated October 1, 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 #14

RESOLUTION NO. 105-24

RESOLUTION APPROVING TRANSFER OF FUNDS

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

RESOLVED, that the transfers in the aggregate amount of \$230,000 as set forth in Abstract #10/24 dated October 1, 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.

NEW BUSINESS

AUTHORIZING THE RELEASE OF ESCROW – 91 SPOOK ROCK ROAD

Mayor Katz stated that the developer would like to close out this escrow account and there are several issues that the Village Engineer has noted in his review letter dated September 30, 2024. Board Members stated that they feel that the developer should hire an attorney to deal with the new owner and the original owner of the property and resolve their issues, then request the escrow money to be released. Board Members further stated that there is no way for the Village to know if this money was part of the purchase and it actually belongs to one of the owners. Ben Selig stated that the Village should table this issue for the developer to hire an attorney and work through their issues.

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

MAYOR'S REPORTS

Speed Bumps on Willow Tree Road

Mayor Katz stated that he has received several complaints about the speed bumps. Concerns are placement and height of the speed bumps. Mayor Katz stated that he has forwarded all the concerns to the Superintendent of Highways and has been assured that by next season they will address the concerns and further noted that Ramapo will be removing the bumps in November for the winter season.

Speed Bumps Pomona Heights

Mayor Katz stated that he has received several complaints about the speed bumps and has also received requests to add more in the same neighborhood. Mayor Katz stated that he will reach out to the neighbors in the Spring for a better census from the neighborhood.

E Willow Tree Speed Tables

Mayor Katz stated that we never constructed the speed tables due to the high bidding prices we received. Mayor Katz noted that if we find speed bumps that work on the other streets, we may consider installing them on E Willow Tree Road.

Flooding on 34 Charlottle Drive

Mayor Katz stated that he shared with the Board the email from the resident concerning flooding on his property. Mayor Katz suggested that Civil Design review the situation and report back.

Upcoming Meetings

October 15 Workshop meeting
 November 4 Regular meeting
 November 19 Workshop meeting
 December 3 Regular meeting
 December 17 Workshop meeting

Village Clerk/Treasurer's Report

Camille Guido-Downey reported that October is the last month for residents to pay their Village taxes. To date the Village has collected 98% of the tax amount, the amount of \$17,701.20 is outstanding.

ADJOURNMENT

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

Respectfully Submitted,
 Camille Guido-Downey

PROJECT:

RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD

VILLAGE OF SUFFERN, TOWN OF RAMAPO
ROCKLAND COUNTY, NEW YORK

PROJECT LOCATION

NAME: COMPANY NAME
ADDRESS
TOWN AND STATE
TEL:

	-	-	-
REV	DESCRIPTION	BY	DATE

SEAL:



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

PROJECT:

RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD

SCALE: $1'' = 40'$

SHEET TITLE:

PLAN VIEW 1 & 2

DRAWN BY:	SM	CHECKED BY:	N/A
DATE:	10.16.2024	PROJECT NO:	N/A
SHEET NUMBER:			

PROJECT LOCATION

NAME: _____
 COMPANY NAME _____
 ADDRESS _____
 TOWN AND STATE _____
 TEL: _____

	-	-	-
REV	DESCRIPTION	BY	DATE

SEAL:

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OF THE N.Y.S. EDUCATION LAW, ARTICLE 145, SECTION 7209, SUBSECTION 2.

PROJECT:
RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD

SCALE: $1'' = 40'$

SHEET TITLE:

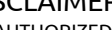
PLAN VIEW 3 & 4

DRAWN BY:	SM	CHECKED BY:	N/A
DATE:	10.16.2024	PROJECT NO:	N/A
SHEET NUMBER:			

RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD
VILLAGE OF SUFFERN, TOWN OF RAMAPO
ROCKLAND COUNTY, NEW YORK

NAME: COMPANY NAME
ADDRESS
TOWN AND STATE
TEL:

	-	-	-
REV	DESCRIPTION	BY	DATE



CIVIL DESIGN WORKS
LLC

DISCLAIMER:
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OF THE N.Y.S. EDUCATION LAW, ARTICLE 145, SECTION 7209, SUBSECTION 2.

RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD

PLAN VIEW 1 & 2

DRAWN BY:	SM	CHECKED BY:	N/A
DATE:	10.16.2024	PROJECT NO:	N/A
SHEET NUMBER:			

RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD
VILLAGE OF SUFFERN, TOWN OF RAMAPO
ROCKLAND COUNTY, NEW YORK

COMPANY NAME
ADDRESS
TOWN AND STATE
TEL:



	-	-	-
REV	DESCRIPTION	BY	DATE



CIVIL DESIGN WORKS
LLC

RTE 306 SIDEWALK PLAN
LIME KILN RD TO OLD POMONA ROAD

PLAN VIEW 3 & 4

DRAWN BY:	SM	CHECKED BY:	N/A
DATE:	10.16.2024	PROJECT NO:	N/A
SHEET NUMBER:			



432 Route 306

Wesley Hills, N.Y. 10952-1221

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

November 4, 2024

County of Rockland
Department of Finance
50 Sanatorium Road
Building A
Pomona, NY 10970

Re: 2024 Unpaid Village Taxes

To whom it may concern:

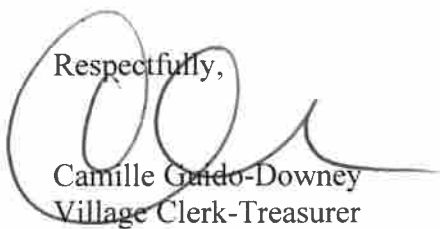
Please accept this letter as notification of the Village of Wesley Hills 2024 Unpaid Village Taxes.

The Village's unpaid amount is **\$15,638.10** which includes the Village 8% penalty.

The amount being sent out for re-levy which includes the County's 7% is **\$16,211.09**.

Should you have any questions about the enclosed, please contact me.

Respectfully,



Camille Guido-Downey
Village Clerk-Treasurer

CGD/
Encl.

Mayor: Marshall Katz Deputy Mayor: Milton Schwartz
Trustees: Yisroel Cherns, Joseph Mause, Tova Krull
Village Clerk-Treasurer: Camille Guido-Downey Village Attorney: Benjamin Selig

**RETURN
OF
UNPAID VILLAGE TAXES**

VILLAGE OF Wesley Hills
TOWN OF RAMAPO
ROCKLAND COUNTY, NEW YORK

Warrant Dated May 8, 2024

Total amount of unpaid taxes inc. State Lands	\$ _____
Deduction – State Lands.....	\$ _____
Unpaid taxes turned over to Commissioner of Finance	<u>\$15,638.10</u>
Amount Paid to the Commissioner of Finance	\$ _____
Adjustments.....	\$ _____
Total base amount returned for relevy.....	\$ _____
Remarks	

Total amount sent out for relevy including 7% **\$16, 211.09**

STATE OF NEW YORK,
COUNTY OF ROCKLAND,

ss.:

I, **Camille Guido-Downey**, being duly sworn, deposes and says, that he/she is the collector of taxes in and for the or the receiver of taxes and assessments for the **Village of Wesley Hills** in the **Town of Ramapo**, Rockland County, New York, aforesaid; that the foregoing is a true account of the taxes remaining unpaid and due upon the real estate in said district assessed or levied upon the tax list with warrant dated **May 8, 2024** attached thereto and delivered to the said collector or receiver of taxes and assessments on the **1st** day of **June, 2024**; which said warrant is returnable on the **31st** day of **October, 2024**; that the taxes mentioned in said account remain unpaid and that after diligent efforts he has been unable to collect the same.

Collector or Receiver of Taxes & Assessments

Subscribed and sworn to before me
this **5th** day of **November, 2024**

Notary Public
Rockland County, NY

The undersigned, Trustees or Officers of the **Village of Wesley Hills**, in the **Town of Ramapo**, County of Rockland, New York, do hereby certify that the preceding is a true, accurate and complete account of unpaid taxes assessed or levied upon the real estate in said district, delivered to the Trustees or Officers of the Village thereof by **Camille Guido-Downey** collector of taxes therein or receiver of taxes and assessments therefor, and that we have examined and compared the same with the original tax list for **2024** and found it to be correct and the whole thereof.

Dated this **5th** day of
November, 2024

_____ } Trustees, or officers
the **Village of WH**,
Town of Ramapo,
Rockland County, NY

(The above is to be executed on last sheet of return only)

Village of Wesley Hills
2024
Tax Re-Levy

Item 3.

<u>Owner's Name</u>	<u>SBL</u>	<u>Village Base Plus 8%</u>	<u>County 7%</u>
THOMAS DEVELOPERS LLC	32.17-1-1	\$ 487.56	\$ 521.69
WEISZ ESTHER	32.18-1-51	\$ 243.38	\$ 260.42
VEST LORENA	32.18-2-13	\$ 422.01	\$ 451.55
SUSAN VORHAND TRUST	32.19-1-56	\$ 433.20	\$ 463.52
SPITZ YISRAEL	32.20-1-26	\$ 476.37	\$ 509.72
UMANSKY 2016 CHARITABLE	32.20-1-66	\$ 444.39	\$ 475.50
ZH HOLDINGS I LLC	40.12-1-2	\$ 365.27	\$ 390.84
HECHT MICHAEL & ZOE	40.16-1-26	\$ 517.92	\$ 554.17
RONSTEIN CONSTRUCTION	41.06-1-14	\$ 507.54	\$ 543.07
LICHTMAN YESHOSHIA	41.06-1-8	\$ 494.75	\$ 529.38
HILLCREST ACQUISITIONS	41.07-1-17	\$ 236.58	\$ 253.14
IRVING FAMILY LIVING	41.07-2-12	\$ 480.36	\$ 513.99
HASSAN ISAAC MICHAEL	41.08-1-24	\$ 604.25	\$ 646.55
TAUB SAMUEL GITY	41.08-1-39	\$ 566.68	\$ 606.35
MAKOWSKY FRADY	41.08-1-40	\$ 471.57	\$ 504.58
HECHT MICHAEL & ZOE	41.09-1-1	\$ 580.26	\$ 620.88
SCHWARTZ ARON	41.10-1-36	\$ 524.32	\$ 561.02
124 WILLOW TREE LLC	41.10-2-50	\$ 408.42	\$ 437.01
GOLD SHARON	41.11-1-30	\$ 493.15	\$ 527.67
TAMBOR JACOB	41.12-2-1	\$ 533.11	\$ 570.43
BL-RES I HOLDING LLC	41.12-2-49	\$ 1,003.08	\$ 1,073.30
381 ROUTE 306 LLC	41.15-1-29.1	\$ 839.22	\$ 897.97
NEW 9 LOIS LANE LLC	41.15-2-13	\$ 423.61	\$ 453.26
BREUER ABRAHAM	41.16-1-62	\$ 193.42	\$ 206.96
GRANDVIEW HOUSE	41.16-2-30	\$ 427.60	\$ 457.53
WEINBERGER JACOB	41.18-1-27	\$ 492.35	\$ 526.81
MURPHY DEREK CARMEN	42.05-1-26	\$ 576.27	\$ 616.61
FRANK DAVID	42.09-1-3	\$ 545.10	\$ 583.26
UNGER ELYOKEM	42.09-1-6	\$ 407.62	\$ 436.15
RAMAPO CELL TOWER	841.09-1-15.1	\$ 1,438.74	\$ 1,539.45
		\$ 15,638.10	\$ 16,211.09

Village of Wesley Hills Village 2024
Unpaid List

All Inclusive with Added Penalty of 8.00%

Tax Map #:	Bill #:	Owner:	Pmnt. Date:	Tax Amnt:	Tax Paid:	Penalty:	Surcharge:	Notice Fee:	Tot. Collected:	Remaining Total Due:
32.17-1-1	000028	THOMAS DEVELOPERS LLC	/ /	451.44	0.00	36.12	0.00	0.00	0.00	487.56
32.18-1-51	000095	WEISZ ESTHER M	/ /	225.35	0.00	18.03	0.00	0.00	0.00	243.38
32.18-2-13	000118	VEST LORENA	/ /	390.75	0.00	31.26	0.00	0.00	0.00	422.01
32.19-1-56	000207	SUSAN VORHAND TRUST	/ /	401.11	0.00	32.09	0.00	0.00	0.00	433.20
32.20-1-26	000307	SPITZ YISRAEL	/ /	441.08	0.00	35.29	0.00	0.00	0.00	476.37
32.20-1-66	000346	UMANSKY 2016 CHARITABLE	/ /	411.47	0.00	32.92	0.00	0.00	0.00	444.39
40.12-1-2	000358	ZH HOLDINGS I LLC	/ /	338.21	0.00	27.06	0.00	0.00	0.00	365.27
40.16-1-26	000392	HECHT MICHAEL & ZOE	/ /	479.56	0.00	38.36	0.00	0.00	0.00	517.92
41.06-1-1	000431	RONSTEIN CONSTRUCTION...	/ /	469.94	0.00	37.60	0.00	0.00	0.00	507.54
41.06-1-8	000438	LICHTMAN YESHOSHIA	/ /	458.10	0.00	36.65	0.00	0.00	0.00	494.75
41.07-1-17	000529	HILLCREST AQUISITIONS	/ /	219.06	0.00	17.52	0.00	0.00	0.00	236.58
41.07-2-12	000573	IRVING FAMILY LIVING	/ /	444.78	0.00	35.58	0.00	0.00	0.00	480.36
41.08-1-24	000631	HASSAN ISAAC MICHAEL &	/ /	559.49	0.00	44.76	0.00	0.00	0.00	604.25
41.08-1-39	000646	TAUB SAMUEL & GITY	/ /	524.70	0.00	41.98	0.00	0.00	0.00	566.68
41.08-1-40	000647	MAKOWSKY FRADY &...	/ /	436.64	0.00	34.93	0.00	0.00	0.00	471.57
41.09-1-1	000745	HECHT MICHAEL HYMAN	/ /	537.28	0.00	42.98	0.00	0.00	0.00	580.26
41.10-1-36	000819	SCHWARTZ ARON Z	/ /	485.48	0.00	38.84	0.00	0.00	0.00	524.32
41.10-2-50	000889	124 WILLOW TREE LLC	/ /	378.17	0.00	30.25	0.00	0.00	0.00	408.42
41.11-1-30	000929	GOLD SHARON	/ /	456.62	0.00	36.53	0.00	0.00	0.00	493.15
41.12-2-1	001100	TAMBOR JACOB	/ /	493.62	0.00	39.49	0.00	0.00	0.00	533.11
41.12-2-49	001151	BL-RES I HOLDINGS LLC	/ /	928.78	0.00	74.30	0.00	0.00	0.00	1003.08
41.15-1-29.1	001309	381 ROUTE 306 LLC	/ /	777.06	0.00	62.16	0.00	0.00	0.00	839.22
41.15-2-13	001355	NEW 9 LOIS LANE LLC	/ /	392.23	0.00	31.38	0.00	0.00	0.00	423.61
41.16-1-62	001430	BREUER ABRAHAM	/ /	179.09	0.00	14.33	0.00	0.00	0.00	193.42
41.16-2-30	001497	GRANDVIEW HOUSE SV...	/ /	395.93	0.00	31.67	0.00	0.00	0.00	427.60
41.18-1-27	001524	WEINBERGER JACOB &...	/ /	455.88	0.00	36.47	0.00	0.00	0.00	492.35
42.05-1-26	001574	MURPHY DEREK & CARMEN	/ /	533.58	0.00	42.69	0.00	0.00	0.00	576.27
42.09-1-3	001585	FRANK DAVID	/ /	504.72	0.00	40.38	0.00	0.00	0.00	545.10
42.09-1-6	001588	FLETCHER LLC	/ /	377.43	0.00	30.19	0.00	0.00	0.00	407.62
841.09-1-15.1	001685	RAMAPO TOWN OF-CELL...	/ /	1332.17	0.00	106.57	0.00	0.00	0.00	1438.74
Totals:				14479.72	0.00	1158.38	0.00	0.00	0.00	15638.10

Parcels Listed:

30

Item 3.

EASEMENT**(Shade Tree Easement and Sight Distance Easements to Village of Wesley Hills)**

THIS INDENTURE made this 17th day of September, 2024 between **ABY EAST LLC**, having an address at 1 Hillcrest Drive, Suite 232, Spring Valley, NY 10977, hereinafter referred to as party of the first part, and the **VILLAGE OF WESLEY HILLS**, a municipal corporation having an address at 432 Route 306, Wesley Hills, NY 10952, hereinafter referred to as the party of the second part.

WITNESSETH, that the party of the first part, in consideration of One and 00/100 (\$1.00) Dollar, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns for the party of the second part forever, the following described easements:

1. A 5 foot Shade Tree Easement located along the southerly side of Pomona Road and the westerly side of McNamara Road and being a portion of Tax Lot 33.17-2-1 on the Town of Ramapo Tax Map and shown as a "Proposed 5' Shade Tree Easement" on a subdivision plat entitled "3-Lot Subdivision Plat of 1 East Lane" prepared by Sparaco and Youngblood, PLLC dated September 25, 2019 and last revised November 7, 2023 which plat is to be recorded in the Rockland County Clerk's Office (the "Subdivision Map"); and
2. A sight distance easement at the northwesterly corner of Lot 3 as shown on the Subdivision Map consisting of 1,899 SF and more particularly described in Schedule A attached hereto; and
3. A sight distance easement at the northeasterly corner of Lot 3 as shown on the Subdivision Map consisting of 530 SF and more particularly described in Schedule B attached hereto; and

Being and intended to be a portion of the same premises conveyed to the party of the first part by deed dated March 14, 2022, and recorded in the Office of the Rockland County Clerk on March 16, 2022 as Instrument No. 2022-00010652;

The party of the second part shall have the right to enter the sight distance easement areas for the purpose of clearing, pruning or regrading so as to maintain a clear line of sight in either direction across the sight distance easements between an observer's eye 3.5 feet above the pavement surface on one street and an object one foot above the pavement surface on the other.

To have and to hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal to be affixed hereto, on the day and year first above written.

ABY EAST LLC

By: _____

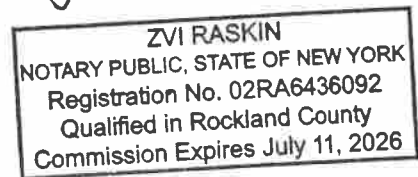
Shaul Kopelowitz, Member

[illegible]

On the 17th day of September in the year 2024 before me, the undersigned, personally appeared **SHAUL KOPELOWITZ** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Portion of
 Section: 33.17
 Block: 2
 Lots: 1
 Town: Ramapo
 County: Rockland

**RECORD AND RETURN TO:**

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



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
 P.O. Box #818; 18 N. Main Street Harriman, N.Y. 10926
 (845) 782-8543 Fax (845) 782-5901
sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE A

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

**LEGAL DESCRIPTION FOR
 A SIGHT DISTANCE EASEMENT OVER LOT # 3
 IN FAVOR OF THE VILLAGE OF WESLEY HILLS AS SHOWN IN
 "SUBDIVISION PLAT OF 1 EAST LANE"
 VILLAGE OF WESLEY HILLS
 TOWN OF RAMAPO
 ROCKLAND COUNTY NEW YORK**

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the Northwest corner of Lot #3 on Said Map, thence:

S 74d-23m-06s E for a distance of 55.36 feet along the South side of Pomona Road (as widened) to a point; thence,

Along a curve bearing to the left and having a radius of 599.16 feet for an arc length of 7.39 feet still along the South side of Pomona Road (as widened) to a point; thence,

S 58d-45m-57s W for a distance of 83.05 feet through Lot #3 on Said Map to a point; thence,

N 10d-00m-00s E for a distance of 60.84 feet along the East side of East Lane to a point, said point being The Point or PLACE OF BEGINNING.

Said Easement containing 1,899 square feet of land more or less (0.04 acres of land)



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sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE B

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

**LEGAL DESCRIPTION FOR
 A SIGHT DISTANCE EASEMENT OVER LOT # 3
 IN FAVOR OF THE VILLAGE OF WESLEY HILLS AS SHOWN IN
 "SUBDIVISION PLAT OF 1 EAST LANE"
 VILLAGE OF WESLEY HILLS
 TOWN OF RAMAPO
 ROCKLAND COUNTY NEW YORK**

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the intersection of the South side of Pomona Road (as widened) with the West side of McNamara Road (as widened), thence:

S 04d-35m-06s E for a distance of 24.36 feet along the West side of McNamara Road (as widened) to a point; thence,

N 48d-10m-17s W for a distance of 57.61 feet through Lot #3 on Said Map to a point; thence the following two (2) courses and distances along the South side of Pomona Road (as widened):

1. S 74d-23m-06s E for a distance of 31.38 feet to a point; thence,
2. Along a curve bearing to the right and having a radius of 28.67 feet for an arc length of 12.26 feet to a point, said point being The Point or PLACE OF BEGINNING.

Said Easement containing 530 square feet of land more or less (0.01 acres of land)



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)			Social Security number (SSN)
☐ Individual	ABY East LLC			
☐ Corporation	Mailing address			SSN
☐ Partnership	1 Hillcrest Center Drive, Suite 232			
☐ Estate/Trust	City	State	ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley	NY	10977	88-1147771
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN
☐ Other	Shaul Kopelowitz			052-68-2718
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)			SSN
☐ Individual	Village of Wesley Hills			
☐ Corporation	Mailing address			SSN
☐ Partnership	432 Route 306.			
☐ Estate/Trust	City	State	ZIP code	EIN
☐ Single member LLC	Wesley Hills	NY	10952	
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)			Single member EIN or SSN
☒ Other				

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-1	392611	1 East Lane.	Wesley Hills	Rockland

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

- 1 ☐ One- to three-family house
 2 ☐ Residential cooperative
 3 ☐ Residential condominium
 4 ☒ Vacant land
 5 ☐ Commercial/industrial

- 6 ☐ Apartment building
 7 ☐ Office building
 8 ☐ Four-family dwelling
 9 ☐ Other _____

Date of conveyance

month	day	year

Percentage of real property
conveyed which is residential
real property 100 %
(see instructions)

**Condition of conveyance
(mark an X in all that apply)**a. ☐ Conveyance of fee interestb. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)d. ☐ Conveyance to cooperative housing corporatione. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)h. ☐ Conveyance of cooperative apartment(s)i. ☐ Syndicationj. ☐ Conveyance of air rights or development rightsk. ☐ Contract assignmentl. ☐ Option assignment or surrenderm. ☐ Leasehold assignment or surrendern. ☐ Leasehold granto. ☒ Conveyance of an easementp. ☐ Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)q. ☐ Conveyance of property partly within and partly outside the stater. ☐ Conveyance pursuant to divorce or separations. ☒ Other (describe) Shade Tree Easement

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

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

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

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

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

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

1.		
2.		
3.		

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

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

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

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

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

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

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

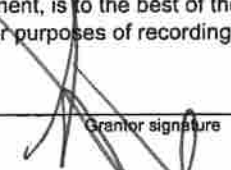
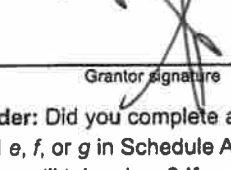
1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real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

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

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

Signature (both the grantors and grantees must sign)

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

 _____ Grantor signature	Owner _____ Title	_____ Grantee signature	_____ Title
 _____ Grantor signature	Owner _____ Title	_____ Grantee signature	_____ Title

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

Signature	Print full name <i>Shawn Kopelovitz</i>	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

DECLARATION OF UTILITY EASEMENT AND SEWER EASEMENT

THIS DECLARATION OF UTILITY EASEMENT AND SEWER EASEMENT (this “Declaration”) made this 19th day of September, 2024 by ABY EAST LLC, having an address at 1 Hillcrest Center Drive, Suite 232, Spring Valley, NY 10977, (“Declarant”).

A. Declarant is the owner of certain real property consisting of an approximately 2.8493 acre parcel of land situate, lying and being in the Town of Ramapo, County of Rockland, New York and by deed dated March 14, 2022, and recorded in the Office of the Rockland County Clerk on March 16, 2022 as Instrument No. 2022-00010652 and designated as Tax Lot 33.17-2-1 on the Town of Ramapo Tax Map (the “Subject Property”).

B. Declarant has subdivided the Property into three (3) lots as shown on a subdivision plat entitled “3-Lot Subdivision Plat of 1 East Lane” prepared by Sparaco and Youngblood, PLLC dated September 25, 2019 and last revised November 7, 2023 which plat is to be recorded in the Rockland County Clerk’s Office (the “Subdivision Map”).

C. Declarant recognizes that certain easements for utilities and sewer are required to be established, the dimensions and location of which are shown on the Subdivision Map, to provide a utility easement over Lot 2 in favor of Lot 1 and to provide a sewer easement over Lot 3 in favor of Lot 1 which shall inure to the benefit of and bind the Subject Property, including the owner(s) thereof from time to time, and their respective successors and assigns (collectively the “Owners”).

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

1. Declarant hereby establishes and grants a perpetual nonexclusive Utility Easement over and burdening Lot 2 in favor of and benefitting Lot 1 as shown on the Subdivision Map and as more particularly described in Schedule A attached hereto, for the purpose of maintaining and/or repairing an overhead electric utility line (the “Utility Easement”), subject to the covenants and conditions contained herein, such easement shall be deemed a covenant and easement running with and binding upon the land.

2. Declarant hereby establishes and grants a perpetual nonexclusive Sewer Easement over and burdening Lot 3 in favor of and benefitting Lot 1 as shown on the Subdivision Map and more particularly described in Schedule B attached hereto, for the purpose of installing, maintaining and/or repairing an underground sewer line (the "Sewer Easement"), subject to the covenants and conditions contained herein, such easement shall be deemed a covenant and easement running with and binding upon the land.

3. The owner of Lot 1 shall be responsible for 100% of all costs and expenses incurred in connection with the installation, repair, replacement, and maintenance of the lines installed within the Utility Easement and the Sewer Easement (collectively, the "Maintenance").

4. All Maintenance shall be performed in a good and workmanlike manner, and such work shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the easement area by any person or entity having a right to use the easements. Declarant hereby grants and establishes a temporary license area for the Maintenance and for incidental encroachments upon Lot 2 or Lot 3, as the case may be, which may occur as a result of any Maintenance performed, so long as such encroachments are kept within the reasonable requirements of work which is expeditiously pursued, and so long as customary insurance is maintained protecting the owners of Lot 2 or Lot 3 on which work is being performed from the risks involved.

4. Upon completion of any work within the Utility Easement or Sewer Easement, the owner of Lot 1, or their contractors, shall restore any disturbed area, including any disturbance of the temporary license area, to substantially the same condition which existed prior to such work and shall grade and seed any disturbed areas.

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

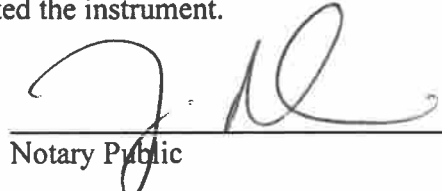
IN WITNESS WHEREOF, the declarant has executed this Declaration as of the day and year first above written.

ABY EAST LLC

By: _____
Shaul Kopelowitz, Member

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

On the 17th day of September in the year 2024 before me, the undersigned, personally appeared **SHAUL KOPELOWITZ** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

ZVI RASKIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02RA6436092
Qualified in Rockland County
Commission Expires July 11, 2026

Portion of
Section: 33.17
Block: 2
Lots: 1
Town: Ramapo
County: Rockland

RECORD AND RETURN TO:

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



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
 P.O. Box #818: 18 N. Main Street Harriman, N.Y. 10926
 (845) 782-8543 Fax (845) 782-5901
sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE A

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

LEGAL DESCRIPTION FOR A UTILITY EASEMENT OVER LOT # 2 IN FAVOR OF LOT #1 AS SHOWN IN "SUBDIVISION PLAT OF 1 EAST LANE" VILLAGE OF WESLEY HILLS TOWN OF RAMAPO ROCKLAND COUNTY NEW YORK

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the Southwest corner of Lot #2 on Said Map, thence:

N 02d-28m-45s E for a distance of 13.51 feet to a point; thence,

S 53-30m-16s E for a distance of 17.60 feet through Lot #2 on Said Map to a point; thence,

N 70d-22m-53s E for a distance of 140.58 feet to a point located on the West side of McNamara Road (as widened) still through Lot #2 on Said Map; thence,

S 07d-11m-54s W for a distance of 11.21 feet to a point along the West side of McNamara Road (as widened); thence,

S 70d-22m-53s W for a distance of 126.63 feet through Lot #2 on Said Map to a point; thence,

N 82d-40m-00s W for a distance of 26.68 feet to a point, said point being The Point or PLACE OF BEGINNING.

Said Easement containing 1,500 square feet of land more or less (0.03 acres of land)



SPARACO & YOUNGBLOOD, PLLC
 CIVIL ENGINEERING * LAND SURVEYING * SITE PLANNING
 P.O. Box #818; 18 N. Main Street Harriman, N.Y. 10926
 (845) 782-8543 Fax (845) 782-5901
sparaco.steve@selsny.com
wdyls1@gmail.com



SCHEDULE B

Date: May 13, 2020
 Project: 1 East Lane Subdivision
 Job Number: SY-1224

LEGAL DESCRIPTION FOR A SEWER EASEMENT OVER LOT # 3 IN FAVOR OF LOT #1 AS SHOWN IN "SUBDIVISION PLAT OF 1 EAST LANE" VILLAGE OF WESLEY HILLS TOWN OF RAMAPO ROCKLAND COUNTY NEW YORK

All that said piece or parcel of land situate, lying and being in the Village of Wesley Hills, Town of Ramapo, County of Rockland, and State of New York, being shown on a map entitled "3 Lot Subdivision of East Lane" to be filed with the Rockland County Clerks office and being more particularly bounded and described as follows:

BEGINNING at a point located at the West side of McNamara Road (as widened), Said point being the Southeast corner of Lot #3 on Said Map, thence:

S 65d-21m-48s W for a distance of 147.11 feet to a point; thence,

N 80d-00m-00s W for a distance of 26.39 feet to a point; thence,

N 65d-21m-48s E for a distance of 174.30 feet to a point located on the West side of McNamara Road (as widened) on Said Map; thence,

S 04d-35m-06s E for a distance of 15.97 feet to a point along Said West side of McNamara Road (as widened), said point being The Point or PLACE OF BEGINNING.

Said Easement containing 2,411 square feet of land more or less (0.06 acres of land)



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor		Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)		Social Security number (SSN)	
☐ Individual		ABY East LLC			
☐ Corporation		Mailing address		SSN	
☐ Partnership		1 Hillcrest Center Drive, Suite 232			
☐ Estate/Trust		City	State	ZIP code	Employer Identification Number (EIN)
☒ Single member LLC		Spring Valley	NY	10977	88-1147771
☐ Multi-member LLC		Single member's name if grantor is a single member LLC (see instructions)			Single member EIN or SSN
☐ Other		Shaul Kopelowitz			052-68-2718
Grantee/Transferee		Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)		SSN	
☐ Individual					
☐ Corporation		Mailing address		SSN	
☐ Partnership					
☐ Estate/Trust		City	State	ZIP code	EIN
☐ Single member LLC					
☐ Multi-member LLC		Single member's name if grantee is a single member LLC (see instructions)			Single member EIN or SSN
☐ Other					

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-1	392611	1 East Lane.	Wesley Hills	Rockland

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

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

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

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

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

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

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

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

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

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

1.		
2.		
3.		

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

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

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

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

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

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

_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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



**MADISON
TITLE AGENCY**

A Madison Commercial Real Estate Services Company

RECEIVED
OCT - 8 2024
VILLAGE OF WESLEY HILLS

Tel. 877.4.MADISON

Fax. 732.905.9420

1125 Ocean Avenue
Lakewood, NJ 08701

Email. info@madisontitle.com
www.madisontitle.com

LAST OWNER SEARCH

Date: October 7, 2024

Applicant: Shimon .

Reference: MTANY-199308

Address: 231 McNamara Road, Spring Valley, NY 10977

County: Rockland

City/Town: Ramapo

Section: 33.17

Block: 2 **Lot:** 6

Effective Date August 8, 2024

Title vested in: (copy of deed enclosed)

Sarelco, LLC by deed from Lori Zarour dated October 1, 2021 and recorded October 8, 2021 in the Rockland County Register's/Clerk's Office in Instrument # 2021-42516.

SUBJECT TO

1. Tax Search: Herein.
2. No open mortgages on record.
3. Bankruptcy Searches run against the same/similar name as Sarelco, LLC.
Returns: None
4. Searches were run for judgments, liens, federal tax liens, etc. against the same/similar name as Sarelco, LLC. The following returns were found: None.

We have relied on the county indices in making this search. No liability will be assumed for errors or omissions therein. Total liability hereunder is limited to \$1,000.00.

LAST OWNER SEARCH
(Continued)

Item 5.

Title No. MTANY-199308

Dated: October 7, 2024

Madison Title Agency, LLC



By:

Joseph E. Skaist

PLEASE NOTE: The Company will not record any documents in connection with this search unless search fees have been paid in full.

Title No.: MTANY-199308

SCHEDULE A CONTINUED**LEGAL DESCRIPTION**

All that certain plot, piece or parcel of land, situate, lying and being at the Pomona Country Club Grounds in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Pomona Lane and the westerly side of McNamara Road;

RUNNING THENCE along the northerly side of Pomona Lane north 72 degrees 43 minutes 11 seconds west, 451.81 feet to the corner formed by the intersection of the northerly side of Pomona Lane and the easterly side of East Lane;

THENCE along the easterly side of East Lane the following two courses and distances:

1. North 11 degrees 01 minutes 49 seconds east, 308.84 feet;
2. North 14 degrees 32 minutes 09 seconds east, 66.00 feet to the southerly line of land now or formerly of Mishkin;

THENCE along the southerly line of land now or formerly of Mishkin, south 73 degrees 53 minutes 11 seconds east, 223.11 feet;

THENCE north 11 degrees 03 minutes 09 seconds east, 16.92 feet to the southeast corner of land now or formerly of Widney;

THENCE along the southerly line of land now or formerly of Widney, south 71 degrees 19 minutes 51 seconds east, 225.00 feet to a point on the westerly side of McNamara Road;

THENCE along the westerly side of McNamara Road, south 11 degrees 03 minutes 09 seconds west, 391.15 feet to the corner formed by the intersection of the westerly side of McNamara Road and the northerly side of Pomona Lane, said point being the point or place of **BEGINNING**.

NOTE: Being Section 33.17, Block(s) 2, Lot(s) 6, Tax Map of the Town of Ramapo, County of Rockland.

NOTE: Lot and Block shown for informational purposes only.

Issued by:

Madison Title Agency, LLC
1125 Ocean Avenue, Lakewood, NJ 08701
Telephone: 732-905-9400 Fax: 732-905-9420



Tel: 877.4.MADISON
Fax: 732.905.9420
1125 Ocean Avenue
Lakewood, NJ 08701
Email: info@madisontitle.com
www.madisontitle.com

BANKRUPTCY SEARCH

10/07/2024

Title #: MTANY-199308
County: Rockland

Name: Sarelco, LLC

☒ There is no record of a bankruptcy filing for the above mentioned individual, corporation or business.

☐ The following information has been found:

The following office(s) have been checked:

U.S. Bankruptcy Court, Southern District.

FOR INFORMATION PURPOSES ONLY. COMPANY DOES NOT ASSUME ANY LIABILITY.

199308/18



Tel: 877.4.MADISON
Fax: 732.905.9420
1125 Ocean Avenue
Lakewood, NJ 08701
Email: info@madisontitle.com
www.madisontitle.com

PATRIOT SEARCH

October 7, 2024

Title #: MTANY-199308
County: Rockland

Name: Sarelco, LLC

☒ No information found for Specially Designated Nationals

☐ The following information has been found:

FOR INFORMATION PURPOSES ONLY. COMPANY DOES NOT ASSUME ANY LIABILITY.

199308/18



TAX SEARCH

The unpaid taxes, water rates, assessments and other matters relating to taxes that are properly filed and indexed as liens as of the date of this search are set forth below. This search does not include any item that has not become a lien through the date of this search nor does it include installments due after the date of this search. This search does not cover any part of streets that the above captioned premises abut. If the tax lots reported cover more or less than the premises under examination, this fact will be noted herein. In such cases, the interested parties should take the necessary steps to make the tax map conform to the property description to be insured.

September 30, 2024

Title #:	MTANY-199308	Assessed to:	Sarelco LLC
Premises:	231 Mc Namara Road	School District:	East Ramapo CSD
County:	Rockland	Village:	Wesley Hills
Town:	Ramapo	Building Class:	210 - Single Family Residence
SWIS:	392611	Acreage:	3.91
Section:	33.17	Assessed Value:	Land: 30,200 - Total: 79,677
Block:	2	Exemptions:	None
Lot:	6		

2024 Town/County Tax: 1/1-12/31 2024

Full Tax:	\$8,321.11 + 5% Installment Fee	
1st Inst:	\$2,184.30	Due 1/1/24 Paid
2nd Inst:	\$2,184.29	Due 4/15/24 Paid
3rd Inst:	\$2,184.29	Due 7/15/24 Paid
4th Inst:	\$2,184.29	Due 10/15/24 Paid (N/A)

Note: Town/County taxes are payable in full or in 4 quarterly Installments. Owner/Purchaser must contact the tax office if they choose to pay quarterly.

2024/2025 School Tax: 7/1-6/30 2024/2025

Full Tax:	\$10,342.50	Due 9/1/24	Paid
-----------	-------------	------------	------

2024/2025 Village Tax: 6/1-5/31 2024/2025

Full Tax:	\$589.66	Due 6/1/24	Paid
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Water/Sewer: Private

Run Date: 09/30/24 Subject to continuation prior to closing.

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.

CONTINUED ON NEXT PAGE



Taxing Authority

Town of Ramapo - Town/County & School Tax
Yitzchok Ullman – Receiver of Taxes
237 Route 59
Suffern, NY 10901
Ph: (845) 357-5100 x 247
\$5.00 Memo Fee

Village of Wesley Hills - Village Tax
432 Route 306
Wesley Hills NY 10952
Ph: (845) 354-0400
\$5.00 Memo Fee - separate check

Rockland County Commissioner of Finance
50 Sanatorium Road
Building A, 8th Fl.
Pomona, NY 10970
Ph: (845) 364-3878
Ph: (845) 364-3869

NOTE: Taxing Authority information is provided for informational purposes only. No liability assumed. It is recommended you contact the above collectors prior to sending payment to confirm taxes are still payable to the above locations.

Run Date: 09/30/24 Subject to continuation prior to closing.

Recent payments of open items on this search may not yet be reflected on the public records. Therefore, in order to prove recent payments, it is advisable for the seller or borrower to present receipted bills at closing.



WFG National Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company:

Wfg National Title Insurance Company
12909 SW 68th Pkwy., Suite 350
Portland, OR 97223

Title No.: DKA-8510

Policy No.:

Address Reference: 231 Mc Namara Rd, Village of Wesley Hills, Town of Ramapo, NY

Amount of Insurance: \$10,000.00

Date of Policy:

1. Name of Insured:

Village of Wesley Hills

2. The estate or interest in the Land that is insured by this Policy is:

Easement Interest

3. Title is vested in:

4. The land referred to in this Policy is described as follows:

SEE SCHEDULE "A" (CONTINUED) ATTACHED HERewith AND MADE PART HEREOF

WFG National Title Insurance Company



Abraham Teitelbaum
Authorized Officer or Agent

Issued by
Dekel Abstract LLC
485 Oak Glen Road
Howell, NJ 07731
732-813-3560 Fax: 732-813-7361

WFG National Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE**SCHEDULE A (Continued)****LEGAL DESCRIPTION****Title No.:** DKA-8510**Policy No.:**

The Sight Easement described as "PROPOSED SIGHT EASEMENT TO VILLAGE OF WESLEY HILLS" at the southeasterly corner of Lot 4, appearing on that certain Subdivision Plat (The "Plat") titled "Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York" dated August 27, 2021, last revised on October 29, 2023, which Plat was recorded in the Rockland County Clerk's Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

The Shade Tree Easement described on the Plat as "PROPOSED 5 FT WIDE SHADE TREE EASEMENT TO VILLAGE OF WESLEY HILLS" along the easterly line of Lots 1 and 4, appearing on the Plat.

For Information Only:

Said Premise being known as 231 Mc Namara Rd, Ramapo, NY.

District: , Section: 33.17, Tax Block: 2, Lot: 6

WFG National Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE**SCHEDULE B**

Title No.: DKA-8510

Policy No.:

EXCEPTIONS FROM COVERAGE

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. Policy excepts any unofficial payments or journal entry payments which applies to any water and sewer charges and/or taxes that are shown in the above referenced title report.
2. Policy excepts any consequences that may arise due to the fact that the instruments submitted for recording are rejected by the County Clerk or Registrar because the instruments are illegible.

WFG National Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE A

Name and Address of Title Insurance Company:
Wfg National Title Insurance Company
12909 SW 68th Pkwy., Suite 350
Portland, OR 97223

Title No.: DKA-8510 Policy No.:
Address Reference: 231 Mc Namara Rd, Village of Wesley Hills, Town of Ramapo, NY
Amount of Insurance: \$10,000.00
Date of Policy:

1. Name of Insured:

Rockland County

2. The estate or interest in the Land that is insured by this Policy is:

Easement Interest

3. Title is vested in:

4. The land referred to in this Policy is described as follows:

SEE SCHEDULE "A" (CONTINUED) ATTACHED HERewith AND MADE PART HEREOF

WFG National Title Insurance Company



Abraham Teitelbaum
Authorized Officer or Agent

Issued by
Dekel Abstract LLC
485 Oak Glen Road
Howell, NJ 07731
732-813-3560 Fax: 732-813-7361

WFG National Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE**SCHEDULE A (Continued)****LEGAL DESCRIPTION****Title No.:** DKA-8510**Policy No.:**

The portion of property described as "3.085.3 SF AREA TO BE GRATUITOUSLY DEDICATED TO ROCKLAND COUNTY FOR ROAD WIDENING PURPOSES" along the westerly side of McNamara Road adjacent to the easterly line of Lots 1 and 4, appearing on that certain Subdivision Plat titled "Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York" dated August 27, 2021, last revised on October 29, 2023, which Plat was recorded in the Rockland County Clerk's Office on _____, 2024 in Book # _____, Page # _____, as Map # _____.

For Information Only:

Said Premise being known as 231 Mc Namara Rd, Ramapo, NY.

District: , Section: 33.17, Tax Block: 2, Lot: 6

WFG National Title Insurance Company

OWNER'S POLICY OF TITLE INSURANCE

SCHEDULE B

Title No.: DKA-8510

Policy No.:

EXCEPTIONS FROM COVERAGE

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. Policy excepts any unofficial payments or journal entry payments which applies to any water and sewer charges and/or taxes that are shown in the above referenced title report.
2. Policy excepts any consequences that may arise due to the fact that the instruments submitted for recording are rejected by the County Clerk or Registrar because the instruments are illegible.

DEED

This Indenture (this “Deed”), executed on _____, 2024 (“Effective Date”), is granted by Sarelco LLC, a New York limited liability company having an address at 231 McNamara Road in Spring Valley, New York 10977 (“Grantor”), to County of Rockland, having an address at 11 New Hempstead Road in New City, New York 10956 (“Grantee”).

WHEREAS, the Grantor is the owner of certain real property shown on the Town of Ramapo Tax Map designated as Tax Lots 33.17-2-6, situated in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York (the “Property”); and

WHEREAS, in connection with the subdivision of the Property into four lots (each a “Lot”), certain portions of the Property were proposed to be granted from Grantor to Grantee as set forth on that certain Subdivision Plat titled “Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York” dated August 27, 2021, last revised on October 29, 2023 (the “Plat”), which Plat was recorded in the Rockland County Clerk’s Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

WHEREAS, in accordance with the foregoing, Grantor wishes to grant to Grantee a certain portion of the Property for purposes of road widening;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the Parties agree as follows:

The Grantor hereby grants to Grantee that portion of the Property described on the Plat as “3.085.3 SF AREA TO BE GRATUITOUSLY DEDICATED TO ROCKLAND COUNTY FOR ROAD WIDENING PURPOSES” along the westerly side of McNamara Road adjacent to the easterly line of Lots 1 and 4.

TO HAVE AND TO HOLD the premises herein granted unto Grantee and its successors and assigns forever.

[Signatures follow]

IN WITNESS WHEREOF, Grantor has duly executed this deed on the date first above written.

GRANTOR:

SARELCO LLC

By: _____
Name:
Title:

Affirmed and Subscribed before me on
_____, 2024:

NOTARY PUBLIC

Record and Return to: County Attorney
County of Rockland
11 New Hempstead Road
New City, New York 10956

DECLARATION OF UTILITY EASEMENTS

THIS DECLARATION OF UTILITY EASEMENTS (this “Declaration”) is effective as of _____, 2024, by Sarelco LLC, a New York limited liability company having an address at 231 McNamara Road in Spring Valley, New York 10977 (“Declarant”).

WHEREAS, the Declarant is the owner of certain real property shown on the Town of Ramapo Tax Map designated as Tax Lots 33.17-2-6, situated in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York (the “Property”); and

WHEREAS, in connection with the subdivision of the Property into four lots (each a “Lot”), certain easements on the Property were required to be created by Declarant as set forth on that certain Subdivision Plat titled “Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York” dated August 27, 2021, last revised on October 29, 2023 (the “Plat”), which Plat was recorded in the Rockland County Clerk’s Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

WHEREAS, in accordance with the foregoing, Declarant wishes to declare the granting of one or more such easements;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set, which are deemed a material and substantive part of this Declaration, and other good and valuable consideration, Declarant hereby declares, grants, covenants, and agrees as follows:

1. The Declarant does hereby grant a perpetual nonexclusive utility easement on, over and through the easement area described on the Plat as “PROPOSED 25 FT WIDE UTILITY EASEMENT FOR LOT 2 OVER LOT 1” for the purpose of installing, maintaining, and repairing gas, electric, phone, and cable utilities lines, pipes, services, and all necessary appurtenances thereto (the “First Easement”), subject to the covenants and conditions contained herein.

2. The Declarant does hereby further grant a perpetual nonexclusive utility easement on, over and through the easement area described on the Plat as “PROPOSED 25 FT WIDE UTILITY EASEMENT FOR LOT 3 OVER LOT 4” for the purpose of installing, maintaining, and repairing gas, electric, phone, and cable utilities lines, pipes, services, and all necessary appurtenances thereto (which easement, together with “First Easement,” each an “Easement”), subject to the covenants and conditions contained herein.

All of the covenants, agreements, and conditions contained in this Declaration run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

Declarant hereby covenants and agrees that any deed for the conveyance of the Property or any portion thereof shall contain a provision establishing the Easements described herein.

This Declaration shall be recorded by the Declarant in the Office of the Rockland County Clerk within thirty (30) days of the Effective Date.

This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

No forbearance by any party in exercising any right or remedy afforded hereunder or by law shall be deemed to be a waiver of or preclude the exercising of any such right or remedy.

No invalidation of any one of the terms or provisions hereof by any Court shall in any way affect any other provisions hereof, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has duly executed this deed on the date first above written.

DECLARANT:

SARELCO LLC

By: _____

Name:

Title:

Affirmed and Subscribed before me on
_____, 2024:

NOTARY PUBLIC

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	Sarelco LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	231 MaNamara Road	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley NY 10977	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other	Lori Zarour	086-44-2028
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	Village of Wesley Hills	
☐ Corporation	Mailing address	SSN
☐ Partnership	432 Route 306	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	Monsey NY 10952	
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☒ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-6		231 McNamara Rd	Ramapo	Rockland

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

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>03</td><td>05</td><td>2024</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	03	05	2024	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
03	05		2024						
month	day		year						
2 ☐ Residential cooperative	7 ☐ Office building								
3 ☐ Residential condominium	8 ☐ Four-family dwelling								
4 ☒ Vacant land	9 ☐ Other _____								
5 ☐ Commercial/industrial									

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

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

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		55
	Schedule B, Part 2 \$ _____		

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

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

1.	0	00
2.		
3.	0	00
4.		
5.		
6.	0	00

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

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

1.		
2.		
3.		

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

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

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

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

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

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

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

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

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

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

Signature (both the grantors and grantees must sign)

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

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

SHADE TREE EASEMENT

This SHADE TREE EASEMENT (this “Shade Tree Easement”), executed on _____, 2024 (“Effective Date”), is granted by Sarelco LLC, a New York limited liability company having an address at 231 McNamara Road in Spring Valley, New York 10977 (“Grantor”), to Pomona Country Club, Inc., having an address at 4 Farm Lane in Suffern, New York 10901 (“Grantee,” and, together with Grantor, each a “Party”).

WHEREAS, the Grantor is the owner of certain real property shown on the Town of Ramapo Tax Map designated as Tax Lots 33.17-2-6, situated in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York (the “Property”); and

WHEREAS, in connection with the subdivision of the Property into four lots (each a “Lot”), certain portions of the Property were proposed to be granted from Grantor to Grantee as set forth on that certain Subdivision Plat titled “Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York” dated August 27, 2021, last revised on October 29, 2023 (the “Plat”), which Plat was recorded in the Rockland County Clerk’s Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

WHEREAS, in accordance with the foregoing, Grantor wishes to grant one or more such easements to Grantee;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the Parties agree as follows:

1. The Grantor hereby grants to Grantee the shade tree easement (the “First Easement”) described on the Plat as “PROPOSED 5 FT WIDE SHADE TREE EASEMENT TO POMONA COUNTRY CLUB, INC.” along the westerly line of Lots 2 and 3.
2. The Grantor hereby grants to Grantee the shade tree easement (and, together with the First Easement, each an “Easement”) described on the Plat as “PROPOSED 5 FT WIDE SHADE TREE EASEMENT TO POMONA COUNTRY CLUB, INC.” along the southerly line of Lots 3 and 4.

The Easements herein granted are for the planting of shade trees in accordance with Code of the Village of Wesley Hills. All of the covenants, agreements, and conditions contained in this Shade Tree Easement run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, and shall remain in full force and effect for as long as the Grantee requires or desires the Easements at the Property.

The Grantor hereby covenants and agrees that any deed for the conveyance of the Property or any portion thereof shall contain a provision establishing the Easements described herein for the benefit of the Grantee.

This Shade Tree Easement shall be recorded by the Grantor in the Office of the Rockland County Clerk within thirty (30) days of the Effective Date.

This Shade Tree Easement shall be governed by and construed in accordance with the laws of the State of New York.

No forbearance by either Party in exercising any right or remedy afforded hereunder or by law shall be deemed to be a waiver of or preclude the exercising of any such right or remedy.

No invalidation of any one of the terms or provisions hereof by any Court shall in any way affect any other provisions hereof, all of which shall remain in full force and effect.

WHEREFORE, the Parties have executed this Shade Tree Easement as of the Effective Date:

GRANTOR:

SARELCO LLC

By: _____

Name:

Title:

Affirmed and Subscribed before me on
_____, 2024:

NOTARY PUBLIC

GRANTEE:

POMONA COUNTRY CLUB, INC.

By: _____

Name:

Title:

Affirmed and Subscribed before me on
_____, 2024:

NOTARY PUBLIC

Record and Return to:

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

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	Sarelco, LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	231 McNamara Road	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley NY 10977	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other	Lori Zarour	086-44-2028
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	Pomona Country Club Inc.	
☒ Corporation	Mailing address	SSN
☐ Partnership	farm Lane	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	Suffern NY 10901	13-2556697
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-6		231 McNamara Road	Ramapo	Rockland

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

- 1 ☐ One- to three-family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☒ Vacant land
5 ☐ Commercial/industrial

- 6 ☐ Apartment building
7 ☐ Office building
8 ☐ Four-family dwelling
9 ☐ Other _____

Date of conveyance

03	05	2024
month	day	year

Percentage of real property
conveyed which is residential
real property _____ 0 %
(see instructions)

**Condition of conveyance
(mark an **X** in all that apply)**a. ☐ Conveyance of fee interestb. ☐ Acquisition of a controlling interest (state
percentage acquired _____ %)c. ☐ Transfer of a controlling interest (state
percentage transferred _____ %)d. ☐ Conveyance to cooperative housing
corporatione. ☐ Conveyance pursuant to or in lieu of
foreclosure or enforcement of security
interest (attach Form TP-584.1, Schedule E)f. ☐ Conveyance which consists of a
mere change of identity or form of
ownership or organization (attach
Form TP-584.1, Schedule F)g. ☐ Conveyance for which credit for tax
previously paid will be claimed (attach
Form TP-584.1, Schedule G)h. ☐ Conveyance of cooperative apartment(s)i. ☐ Syndicationj. ☐ Conveyance of air rights or
development rightsk. ☐ Contract assignmentl. ☐ Option assignment or surrenderm. ☐ Leasehold assignment or surrendern. ☐ Leasehold granto. ☐ Conveyance of an easementp. ☒ Conveyance for which exemption
from transfer tax claimed (complete
Schedule B, Part 3)q. ☐ Conveyance of property partly within
and partly outside the stater. ☐ Conveyance pursuant to divorce or separations. ☒ Other (describe) Easement

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

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

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

1.		0 00
2.		
3.		0 00
4.		
5.		
6.		0 00

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

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

1.		
2.		
3.		

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

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

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

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

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

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

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

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

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

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

Signature (both the grantors and grantees must sign)

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

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

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

SIGHT EASEMENT

This SIGHT EASEMENT (this “Sight Easement”), executed on _____, 2024 (“Effective Date”), is granted by Sarelco LLC, a New York limited liability company having an address at 231 McNamara Road in Spring Valley, New York 10977 (“Grantor”), to Pomona Country Club, Inc., having an address at 4 Farm Lane in Suffern, New York 10901 (“Grantee,” and, together with Grantor, each a “Party”).

WHEREAS, the Grantor is the owner of certain real property shown on the Town of Ramapo Tax Map designated as Tax Lots 33.17-2-6, situated in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York (the “Property”); and

WHEREAS, in connection with the subdivision of the Property into four lots (each a “Lot”), certain portions of the Property were proposed to be granted from Grantor to Grantee as set forth on that certain Subdivision Plat titled “Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York” dated August 27, 2021, last revised on October 29, 2023 (the “Plat”), which Plat was recorded in the Rockland County Clerk’s Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

WHEREAS, in accordance with the foregoing, Grantor wishes to grant one or more such easements to Grantee;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the Parties agree as follows:

The Grantor hereby grants to Grantee the Sight Easement (the “Easement”) described on the Plat as “PROPOSED SIGHT EASEMENT TO POMONA COUNTRY CLUB, INC.” at the southwesterly corner of Lot 3.

The Easement herein granted is to ensure maintenance of a unobstructed view across the property affected by such Easement in accordance with Code of the Village of Wesley Hills. All of the covenants, agreements, and conditions contained in this Sight Easement run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, and shall remain in full force and effect for as long as the Grantee requires or desires the Easement at the Property.

The Grantor hereby covenants and agrees that any deed for the conveyance of the Property or any portion thereof shall contain a provision establishing the Easements described herein for the benefit of the Grantee.

This Sight Easement shall be recorded by the Grantor in the Office of the Rockland County Clerk within thirty (30) days of the Effective Date.

This Sight Easement shall be governed by and construed in accordance with the laws of the State of New York.

No forbearance by either Party in exercising any right or remedy afforded hereunder or by law shall be deemed to be a waiver of or preclude the exercising of any such right or remedy.

No invalidation of any one of the terms or provisions hereof by any Court shall in any way affect any other provisions hereof, all of which shall remain in full force and effect.

WHEREFORE, the Parties have executed this Sight Easement as of the Effective Date:

GRANTOR:

SARELCO LLC

By: _____
 Name: _____
 Title: _____

GRANTEE:

POMONA COUNTRY CLUB, INC.

By: _____
 Name: _____
 Title: _____

Affirmed and Subscribed before me on
 _____, 2024:

 NOTARY PUBLIC

Affirmed and Subscribed before me on
 _____, 2024:

 NOTARY PUBLIC

Record and Return to:

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

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	Sarelco, LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	231 McNamara Road	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley NY 10977	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other	Lori Zarour	086-44-2028
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	Pomona Country Club Inc.	
☒ Corporation	Mailing address	SSN
☐ Partnership	farm Lane	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	Suffern NY 10901	13-2556697
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-6		231 McNamara Road	Ramapo	Rockland

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

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>03</td><td>05</td><td>2024</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	03	05	2024	month	day	year	Percentage of real property conveyed which is residential real property <u>0</u> % (see instructions)
03	05		2024						
month	day		year						
2 ☐ Residential cooperative	7 ☐ Office building								
3 ☐ Residential condominium	8 ☐ Four-family dwelling								
4 ☒ Vacant land	9 ☐ Other _____								
5 ☐ Commercial/industrial									

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

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

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

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

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

1.		0 00
2.		
3.		0 00
4.		
5.		
6.		0 00

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

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

1.		
2.		
3.		

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

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

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

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

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

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

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

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

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

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

Signature (both the grantors and grantees must sign)

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

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

SHADE TREE EASEMENT

This SHADE TREE EASEMENT (this “Shade Tree Easement”), executed on _____, 2024 (“Effective Date”), is granted by Sarelco LLC, a New York limited liability company having an address at 231 McNamara Road in Spring Valley, New York 10977 (“Grantor”), to Village of Wesley Hills, having an address at 432 Route 306 in Monsey, New York 10952 (“Grantee,” and, together with Grantor, each a “Party”).

WHEREAS, the Grantor is the owner of certain real property shown on the Town of Ramapo Tax Map designated as Tax Lots 33.17-2-6, situated in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York (the “Property”); and

WHEREAS, in connection with the subdivision of the Property into four lots (each a “Lot”), certain portions of the Property were proposed to be granted from Grantor to Grantee as set forth on that certain Subdivision Plat titled “Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York” dated August 27, 2021, last revised on October 29, 2023 (the “Plat”), which Plat was recorded in the Rockland County Clerk’s Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

WHEREAS, in accordance with the foregoing, Grantor wishes to grant one or more such easements to Grantee;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the Parties agree as follows:

The Grantor hereby grants to Grantee the shade tree easement described on the Plat as “PROPOSED 5 FT WIDE SHADE TREE EASEMENT TO VILLAGE OF WESLEY HILLS” along the easterly line of Lots 1 and 4.

The Shade Tree Easement herein granted is for the planting of shade trees in accordance with Code of the Village of Wesley Hills. All of the covenants, agreements, and conditions contained in this Shade Tree Easement run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, and shall remain in full force and effect for as long as the Grantee requires or desires the Easements at the Property.

The Grantor hereby covenants and agrees that any deed for the conveyance of the Property or any portion thereof shall contain a provision establishing the Easements described herein for the benefit of the Grantee.

This Shade Tree Easement shall be recorded by the Grantor in the Office of the Rockland County Clerk within thirty (30) days of the Effective Date.

This Shade Tree Easement shall be governed by and construed in accordance with the laws of the State of New York.

No forbearance by either Party in exercising any right or remedy afforded hereunder or by law shall be deemed to be a waiver of or preclude the exercising of any such right or remedy.

No invalidation of any one of the terms or provisions hereof by any Court shall in any way affect any other provisions hereof, all of which shall remain in full force and effect.

WHEREFORE, the Parties have executed this Shade Tree Easement as of the Effective Date:

GRANTOR:

SARELCO LLC

By: _____
Name: _____
Title: _____

Affirmed and Subscribed before me on
_____, 2024:

NOTARY PUBLIC

GRANTEE:

VILLAGE OF WESLEY HILLS

By: _____
Name: _____
Title: _____

Affirmed and Subscribed before me on
_____, 2024:

NOTARY PUBLIC

Record and Return to:

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

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	Sarelco LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	231 MaNamara Road	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley NY 10977	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other	Lori Zarour	086-44-2028
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	Village of Wesley Hills	
☐ Corporation	Mailing address	SSN
☐ Partnership	432 Route 306	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	Monsey NY 10952	
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☒ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-6		231 McNamara Rd	Ramapo	Rockland

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

- | | |
|---|---|
| 1 ☐ One- to three-family house | 6 ☐ Apartment building |
| 2 ☐ Residential cooperative | 7 ☐ Office building |
| 3 ☐ Residential condominium | 8 ☐ Four-family dwelling |
| 4 ☒ Vacant land | 9 ☐ Other _____ |
| 5 ☐ Commercial/industrial | |

Date of conveyance

03	05	2024
month	day	year

Percentage of real property conveyed which is residential real property 0 %
(see instructions)

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

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

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

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

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

1.		0 00
2.		
3.		0 00
4.		
5.		
6.		0 00

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

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

1.		
2.		
3.		

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

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

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

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

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

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

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

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

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

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

Signature (both the grantors and grantees must sign)

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

Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

SIGHT EASEMENT

This SIGHT EASEMENT (this “Sight Easement”), executed on _____, 2024 (“Effective Date”), is granted by Sarelco LLC, a New York limited liability company having an address at 231 McNamara Road in Spring Valley, New York 10977 (“Grantor”), to Village of Wesley Hills, having an address at 432 Route 306 in Monsey, New York 10952 (“Grantee,” and, together with Grantor, each a “Party”).

WHEREAS, the Grantor is the owner of certain real property shown on the Town of Ramapo Tax Map designated as Tax Lots 33.17-2-6, situated in the Town of Ramapo, Village of Wesley Hills, County of Rockland and State of New York (the “Property”); and

WHEREAS, in connection with the subdivision of the Property into four lots (each a “Lot”), certain portions of the Property were proposed to be granted from Grantor to Grantee as set forth on that certain Subdivision Plat titled “Final Plat for 231 McNamara Road; Village of Wesley Hills, Town of Ramapo, Rockland County, New York” dated August 27, 2021, last revised on October 29, 2023 (the “Plat”), which Plat was recorded in the Rockland County Clerk’s Office on _____, 2024 in Book # _____, Page # _____, as Map # _____; and

WHEREAS, in accordance with the foregoing, Grantor wishes to grant one or more such easements to Grantee;

NOW, THEREFORE, in consideration of the foregoing and the covenants hereinafter set forth, the Parties agree as follows:

The Grantor hereby grants to Grantee the Sight Easement (the “Easement”) described on the Plat as “PROPOSED SIGHT EASEMENT TO VILLAGE OF WESLEY HILLS” at the southeasterly corner of Lot 4.

The Easement herein granted is to ensure maintenance of a unobstructed view across the property affected by such Easement in accordance with Code of the Village of Wesley Hills. All of the covenants, agreements, and conditions contained in this Sight Easement run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, and shall remain in full force and effect for as long as the Grantee requires or desires the Easement at the Property.

The Grantor hereby covenants and agrees that any deed for the conveyance of the Property or any portion thereof shall contain a provision establishing the Easements described herein for the benefit of the Grantee.

This Sight Easement shall be recorded by the Grantor in the Office of the Rockland County Clerk within thirty (30) days of the Effective Date.

This Sight Easement shall be governed by and construed in accordance with the laws of the State of New York.

No forbearance by either Party in exercising any right or remedy afforded hereunder or by law shall be deemed to be a waiver of or preclude the exercising of any such right or remedy.

No invalidation of any one of the terms or provisions hereof by any Court shall in any way affect any other provisions hereof, all of which shall remain in full force and effect.

WHEREFORE, the Parties have executed this Sight Easement as of the Effective Date:

GRANTOR:

SARELCO LLC

By: _____

Name: _____

Title: _____

Affirmed and Subscribed before me on _____, 2024:

NOTARY PUBLIC

GRANTEE:

VILLAGE OF WESLEY HILLS

By: _____

Name: _____

Title: _____

Affirmed and Subscribed before me on _____, 2024:

NOTARY PUBLIC

Record and Return to:

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

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

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

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantor)	Social Security number (SSN)
☐ Individual	Sarelco LLC	
☐ Corporation	Mailing address	SSN
☐ Partnership	231 MaNamara Road	
☐ Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
☒ Single member LLC	Spring Valley NY 10977	
☐ Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
☐ Other	Lori Zarour	086-44-2028
Grantee/Transferee	Name (if individual, last, first, middle initial) (☐ mark an X if more than one grantee)	SSN
☐ Individual	Village of Wesley Hills	
☐ Corporation	Mailing address	SSN
☐ Partnership	432 Route 306	
☐ Estate/Trust	City State ZIP code	EIN
☐ Single member LLC	Monsey NY 10952	
☐ Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
☒ Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
33.17-2-6		231 McNamara Rd	Ramapo	Rockland

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

1 ☐ One- to three-family house	6 ☐ Apartment building	Date of conveyance <table border="1"><tr><td>03</td><td>05</td><td>2024</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	03	05	2024	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
03	05		2024						
month	day		year						
2 ☐ Residential cooperative	7 ☐ Office building								
3 ☐ Residential condominium	8 ☐ Four-family dwelling								
4 ☒ Vacant land	9 ☐ Other _____								
5 ☐ Commercial/industrial									

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

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

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

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

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

1.		0 00
2.		
3.		0 00
4.		
5.		
6.		0 00

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

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

1.		
2.		
3.		

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

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

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

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

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

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

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

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

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

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

Signature (both the grantors and grantees must sign)

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

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

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

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

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

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

Part 1 – New York State residents

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

Certification of resident transferors/sellers

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

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

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

Part 2 – Nonresidents of New York State

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

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

Exemption for nonresident transferors/sellers

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

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

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

BridgeNY Culvert Local Project Agreement

CONTRACT NO. _____

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the **Village of Wesley Hills** (the "Municipality/Sponsor")
with its office at **432 Route 306, Wesley Hills, NY 10952**.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **PIN 8762.33, Wesley Chapel Road over Willow Tree Brook Culvert Replacement, Village of Wesley Hills, Rockland County** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No._____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the _____ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

MUNICIPALITY/SPONSOR: **Village of Wesley Hills**PROJECT ID NUMBER: **8762.33**

PHASE: PER SCHEDULES A

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 [New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act](#), including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

MUNICIPALITY/SPONSOR: **Village of Wesley Hills**

Item 6.

PROJECT ID NUMBER: **8762.33**

PHASE: PER SCHEDULES A

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: **Orietta Trocard, P.E.**

Title: **Regional Local Projects Liaison**

Address: **4 Burnett Boulevard, Poughkeepsie, NY 12603**

Telephone Number: **845-431-5811**

Facsimile Number: **845-431-5988**

E-Mail Address: **orietta.trocard@dot.ny.gov**

Municipality/Sponsor Village of Wesley Hills

Name: **Marshall Katz**

Title: **Mayor**

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

Telephone Number: **845-354-0400**

Facsimile Number: _____

E-Mail Address: **mayor@wesleyhills.org**

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MUNICIPALITY/SPONSOR: **Village of Wesley Hills**

Item 6.

PROJECT ID NUMBER: **8762.33**

PHASE: PER SCHEDULES A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

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

On this _____ day of _____, 20____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

 Notary Public

APPROVED FOR NYSDOT:

By: _____
 For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
 Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
 For the New York State Comptroller
 Pursuant to State Finance Law §112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8762.33

OSC Contract #: _____

Contract Start Date:

/ /

(mm/dd/yyyy)

Contract End Date: 12/31/2029

(mm/dd/yyyy)

☐ Check, if date changed from the last Schedule A

Purpose:

☒ Original Standard Agreement

☐ Supplemental Schedule A No.

Agreement Type:

☒ Locally Administered

Municipality/Sponsor (Contract Payee): Village of Wesley Hills

Other Municipality/Sponsor (if applicable): _____

☐ State Administered

List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

☐ Municipality:

% of Cost share

☐ Municipality:

% of Cost share

☐ Municipality:

% of Cost share

Authorized Project Phase(s) to which this Schedule applies:

☒ PE/Design

☐ ROW Incidentals

☐ ROW Acquisition

☒ Construction/CI/CS

Work Type: HWY CULVERT

County (If different from Municipality): Rockland County

(Check, if Project Description has changed from last Schedule A): ☐

Project Description: Wesley Chapel Road over Willow Tree Brook Culvert Replacement, Village of Wesley Hills, Rockland County

Marchiselli Eligible ☐ Yes ☒ No

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.							
PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8762.33.302	Current	Other (see FN) **	\$1,500,000.00	\$0.00	\$1,500,000.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,500,000.00	\$ 0.00	\$1,500,000.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 8762.33

B. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$ 0.00	\$1,500,000.00	\$ 0.00	\$1,500,000.00
		Total FEDERAL Cost	\$ 0.00
		Total STATE Cost	\$1,500,000.00
SFS TOTAL CONTRACT AMOUNT			\$1,500,000.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Danielle Rispoli</u> Phone No: <u>845-431-5724</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See [LPB's](#) SharePoint for link to sample footnotes)

- Project description continued: The project has been fully designed by the NYSDOT as a new bridge and not a culvert. The project is a full replacement of an existing culvert with a wider culvert to improve hydraulic capacity. Full depth pavement reconstruction will occur at the site of and adjacent to the culvert. New culvert railings will be installed. All design, ROW taking, utility agreements, SEQR and bidding have already been completed. The Village will rebid the already prepared construction plans.
- This is a 2023 Bridge NY Culvert project with a capped amount of \$1,500,000. Funding may be applied to all phases of the project.
- *The Funding Sourced is Bonded PIT Bond.
- **The percentage is 100%
- Projects must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress the execution of the SLA.
- Projects must be fully completed within 30 months of commencing construction; construction is defined as an award to a contractor or commencement of work by municipal/sponsor work forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed within two years of commencing construction.
- XX.302 represents \$101,000 in Preliminary Design, \$100,000 in Detailed Design, \$1,199,000 in Construction, and \$100,000 in Construction Inspection.

Schedule A (10/2024)

Press F1 to read instructions in blank fields

-
- PIN 8762.33 10/15/2024 DR

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☒
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☒
3. Smart Growth Attestation (NYSDOT ONLY).	☒	☐
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☐
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☐
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

<u>Phase/Sub-phase/Task</u>	Responsibility: <u>NYSDOT</u>	<u>Sponsor</u>
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☒	☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☒	☒

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation goals set by the State for that area in which the State-funded project is located by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
- (2) Obtain a list of State-certified M/WBEs from <https://ny.newnycontracts.com/> and solicit bids from them directly.
- (3) Obtain a list of State certified SDVOBs from <https://online.ogs.ny.gov/SDVOB/search> and solicit bids from them directly.
- (4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
- (5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
- (6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
- (7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability, or marital status.

(c) At the request of the Sponsor, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	10.00%	20.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	7.99%	10.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	6.00%	16.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: [FY23-24 M/WBE Goal Plan](#) and [FY2021 SDVOB Goal Plan](#). In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

- (1) the contract and subcontract scope(s) of work,
- (2) the potential subcontract opportunities available in the prime contract,
- (3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
- (4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
- (5) the geographic location of the contract performance,
- (6) the extent to which geography is material to the performance of the contract,
- (7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
- (8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
- (9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

APPENDIX B

Item 6.

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: <https://www.dot.ny.gov/main/business-center/civil-rights/>. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature: _____ Title: _____

Name: _____ Date: _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Southern District of New York

CHANA GOLD, MICHELLE LEVINSON

Plaintiff(s)

v.

Village Board of the Village of Wesley Hills, Marshall
Katz, Ed McPherson, Milton Schwartz, Ruth Ivey, Yisroel
Cherns,

Defendant(s)

Civil Action No. 7:24-cv-06984

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Village Board of the Village of Wesley Hills, 432 Route 306, Wesley Hills, NY 10952
 Marshall Katz 432 Route 306, Wesley Hills, NY 10952
 Ed McPherson 432 Route 306, Wesley Hills, NY 10952
 Milton Schwartz 432 Route 306, Wesley Hills, NY 10952
 Ruth Ivey 432 Route 306, Wesley Hills, NY 10952
 Yisroel Cherns 432 Route 306, Wesley Hills, NY 10952

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

WAYNE A. GAVIOLI, ESQ.
 WAYNE A. GAVIOLI PC
 101 No. Middletown Road
 Nanuet, New York 10954

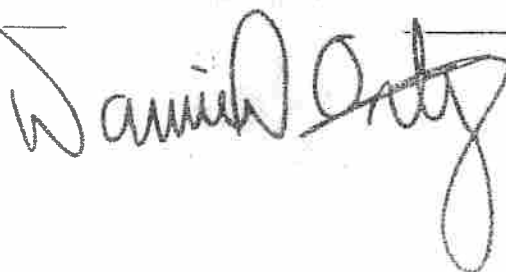
If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 10/22/2024

/S/ V. BRAHIMI

Signature of Clerk or Deputy Clerk



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHANA GOLD, MICHELLE LEVINSON

Plaintiffs,

-against-

7:24-CV-06984

COMPLAINT FOR VIOLATIONS
OF 42 USC SECTION 1983

VILLAGE BOARD OF THE VILLAGE OF WESLEY HILLS,
MARSHALL KATZ, ED MC PHERSON, MILTON SCHWARTZ,
RUTH IVEY, YISROEL CHERNS

Defendants.

-----X

1. PLAINTIFFS ARE RESIDENTS AND HOWMEOWNERS IN THE INCORPORATED Village of Wesley Hill, County of Rockland, State of New York.
2. Defendant Wesley Hills is a duly incorporated Village located in the County of Rockland , State of New York.
3. Marshall Katz is the duly elected and sitting Mayor of said municipality.
4. Ed Mc Pherson is a member of the Village Board of the Village of Wesley Hills who voted for negative declaration and to proceed with the installation of sidewalks abutting Plaintiffs property.
5. Milton Schwartz is a member of the Village Board of the Village of Wesley Hills who voted for negative declaration and to proceed with the installation of sidewalks abutting Plaintiffs property.

6. Ruth Ivey is a member of the Village Board of the Village of Wesley Hills who has wrongfully voted to approve the installation of sidewalks abutting plaintiffs' property
7. Yisroel Cherns is a member of the Village Board of the Village of Wesley Hills who has wrongfully voted to approve the installation of sidewalks abutting plaintiffs' property.
8. Plaintiffs demand a jury trial.
9. This court has subject matter jurisdiction on the basis there being a federal question relating to 42 USC section 1983.
10. The venue is appropriate because the defendant Village is a municipality with boundaries within the court and because each of the individual defendants are/were members of the board of said municipality and reside within the jurisdiction of the court.
11. The court has jurisdiction based upon a federal question relating to 42 USC 1983 and the amount in controversy exceeds \$75,000.
12. For approximately eight long years the village has undertaken a project to install sidewalks abutting Plaintiffs properties
13. Said project was undertaken without regard to and in violation of environmental impacts in violation of state and federal law.
14. The project will severely adversely affect Plaintiffs' homes and property causing devastation and destruction.

15. The proposed plan was undertaken in violation of SEQRA by not reviewing at the earliest point in time the environmental impact and by failing to give the required hard look.

16. The plan will cause destruction to Plaintiffs property by among other things causing mudslides, deterioration and destruction of retaining walls which uphold the plaintiffs' property, by causing increased danger for ingress and egress , by denying plaintiffs the rightful use of their existing property and effectively taking a portion thereof without adequate compensation, by severely impairing the value of the plaintiffs' properties without adequate cause or reason, by creating a clear and present danger to the plaintiffs and their family members all without just compensation

17. The action of the Village and the board members named constitutes an illegal taking.

18. Defendants individually, jointly and as board members failed and refused to justify said action and/or compensate plaintiffs for the destruction of their properties.

19. That said actions will substantially reduce the value of the homes without just cause or adequate compensation.

20. Said action constitutes a taking and impairs rights, title, interest and equity.

WHEREFORE, PLAINTIFFS DEMAND JUDGMENT AS FOLLOWS:

1. INJUNCTIVE RELIEF PROHIBITING THE INSTALLATION OF SIDEWALKS ABUTTING THE PLAINTIFFS' PROPERTY.

2. ACTUAL AND PUNITIVE DAMAGES OF \$2,000,000 AGAINST THE VILLAGE OF

Wesley Hills

3. Actual and punitive damages against the individual defendants in the sum of

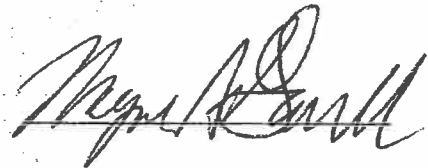
\$2,000,000.

4. Reasonable attorney fees

5. Such other and further relief as to the court is appropriate

Dated: September 18, 2024

NANUET, NEW YORK



Respectfully SUBMITTED,
WAYNE A. GAVIOLI, ESQ.
101 NORTH MIDDLETOWN ROAD
NANUET, N.Y. 10954

(845)624-2525: FAX (845) 623-1051
Wgav2@aol.com

Proposal For Village of Wesley Hills



Prepared for
Village of Wesley Hills

Prepared by
Clarkstown Fire and Safety, Inc.
(845) 523-3200
contactus@clarkstownfire.com
License:

Prepared on
2024-10-14
Expires on:
2024-11-13

Scope of Work

CLARKSTOWN FIRE AND SAFETY (CFS) WILL REPLACE CUSTOMER'S EXISTING HEAT DETECTORS THAT HAVE REACHED END OF LIFE (15 YEARS IN SERVICE AS PER NFPA 72). CFS WILL ALSO REPLACE CUSTOMER'S EXISTING SMOKE DETECTORS TO ALLOW FOR PROPER SUPERVISION OF WIRING. CFS WILL ALSO CORRECT LACK OF WIRING SUPERVISION AT THE 1ST FL BATHROOM HALLWAY HEAT DETECTOR.



Proposal

Customer Name: **Village of Wesley Hills**
Phone Number: **(845) 354-0400**
Customer #: **235407**
Billing Email: **villageclerk@wesleyhills.org**
Physical Address: **432 New York 306 , Monsey, NY, 10952**

Quote Expiration: **2024-11-13**
Contract Term: **0**
Net Payment Terms: **0**
Account Executive: **Clarkstown Fire and Safety, Inc.**
Invoicing: **Monthly**

Description	Qty	Price	Total
One Time System			System Total: \$3,770.00
■ SYSTEM SENSOR 2-WIRE SMOKE DETECTOR SYSTEM SENSOR 2-WIRE SMOKE DETECTOR	2	\$75.00	\$150.00
■ SYSTEM SENSOR HEAT DETECTOR 135 DEG SYSTEM SENSOR HEAT DETECTOR 135 DEG	24	\$40.00	\$960.00
■ SYSTEM SENSOR HEAT DETECTOR 194 DEG SYSTEM SENSOR HEAT DETECTOR 194 DEG	4	\$40.00	\$160.00
■ FIRE ALARM LABOR FIRE ALARM LABOR	1	\$2,500.00	\$2,500.00

Subtotal:	\$3,770.00
Tax (8.375%):	\$315.74
Sales Total:	\$4,085.74



Signature

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

Jordan Parker

Clarkstown Fire and Safety, Inc.
Jordan Parker

Village of Wesley Hills
Authorized Signer

October 29, 2024

Orange and Rockland Utilities, Inc.
One Blue Hill Plaza
Pearl River, New York
Attention: Michael Thompson

Re: Lois Lane Road Restoration, Village of Wesley Hills

Dear Michael Thompson:

This Letter Agreement (this “Agreement”) clarifies certain previously discussed agreements between the Village of Wesley Hills (the “Village”) and Orange and Rockland Utilities, Inc. (“O&R”) with respect to certain utility installation project Lois Lane (the “Projects”) within portions of Village roads commonly known as Lois Lane, Auburn Ct (for purposes of this Agreement, such portions are referred to collectively herein as the “Work Areas”). Accordingly, the Village and O&R hereby agree as follows:

1. O&R will perform the utility installation work for the Project, and upon completion thereof, restored each trench within each Work Area with a 6” binder flush with the surface of each such Work Area, leaving each Work Area in a safe condition (collectively, “O&R’s Temporary Restoration Work”). The Village has agreed to perform the permanent restoration work for the Work Areas, including without limitation, paving the Work Areas with asphalt (collectively, the “Village’s Work”). O&R agrees until the earlier of the date the Village commences the Village’s Work and (y) the date which is six (6) months following the completion of O&R’s work, O&R will cause any Work Area to be further backfilled in the event that the Village notifies O&R that there has been settlement of such Work Area (“O&R’s Settlement Work” and together with O&R’s Temporary Restoration Work, “O&R’s Work”).

2. The Village and O&R hereby agree that (i) O&R’s Work is the only work required to be performed by O&R in connection with the Project, (ii) O&R’s Work does not include any paving work or any work in connection with drainage, including without limitation, the installation, repair or replacement of any catch basins, piping, castings or covers, or any curbing, (iii) other than O&R’s Settlement Work, O&R shall have no additional or continuing obligations with respect to the Work Areas, and the Village releases and discharges O&R, its directors, trustees, officers, agents, contractors, employees and representatives, and all of their respective successors and assigns (the “O&R Parties”) from, and indemnifies, defends and holds the O&R Parties harmless from and against, any and all claims, actions, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (“Claims”), arising out of or relating to the surface of the Work Areas, including without limitation, any drainage issues that may occur thereon. However, this

paragraph shall not in any way limit O&R's responsibility with respect to the utility facilities installed by O&R in connection with the Project.

3. In consideration of the Village's agreement to perform the Village's Work and the agreements, release and indemnification provided by the Village herein, O&R agrees to pay to the Village the sum of Sixty- Six Thousand Six Hundred dollars and 00/100 (\$66,600.00). The Village agrees to apply this sum to its costs in performing the Village's Work

4. *This Agreement shall not be publicized by the Village and O&R, and the pricing terms and payment amounts set forth in paragraph 3 shall be kept confidential, except that this Agreement and/or any of the terms of this Agreement may be disclosed by either party as may be required by law or legal process, including without limitation, by O&R to the New York State Public Service Commission and/or any other governmental authority with jurisdiction over its operations.*

5. This Agreement shall be binding upon and for the benefit of the parties hereto and each of their respective successors and permitted assigns. The provisions of the Agreement shall be solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary hereof.

6. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This Agreement and any counterpart thereof may be delivered via fax or email, it being the express intent of the parties that this Agreement and any counterpart thereof delivered via fax or email (together with the signatures thereon) shall have the same force and effect as if they were originals.

- REMAINDER OF PAGE LEFT INTENTIONALLY BLANK -

Village of Wesley Hills

By: _____

Name:

Title:

Date:

AGREED AND ACCEPTED

THIS ___ DAY OF _____, 2024:

ORANGE AND ROCKLAND UTILITIES, INC.

By: _____

Name: Michael Thompson

Title: Section Manager, Contract Administration Group

AGREED AND ACCEPTED

THIS _____ DAY OF _____, 2024:

ORANGE AND ROCKLAND UTILITIES, INC.

BY: _____

NAME: Flannan Heir

TITLE: General Manager, Gas Operations

AGREED AND ACCEPTED

THIS ___ DAY OF _____, 2024:

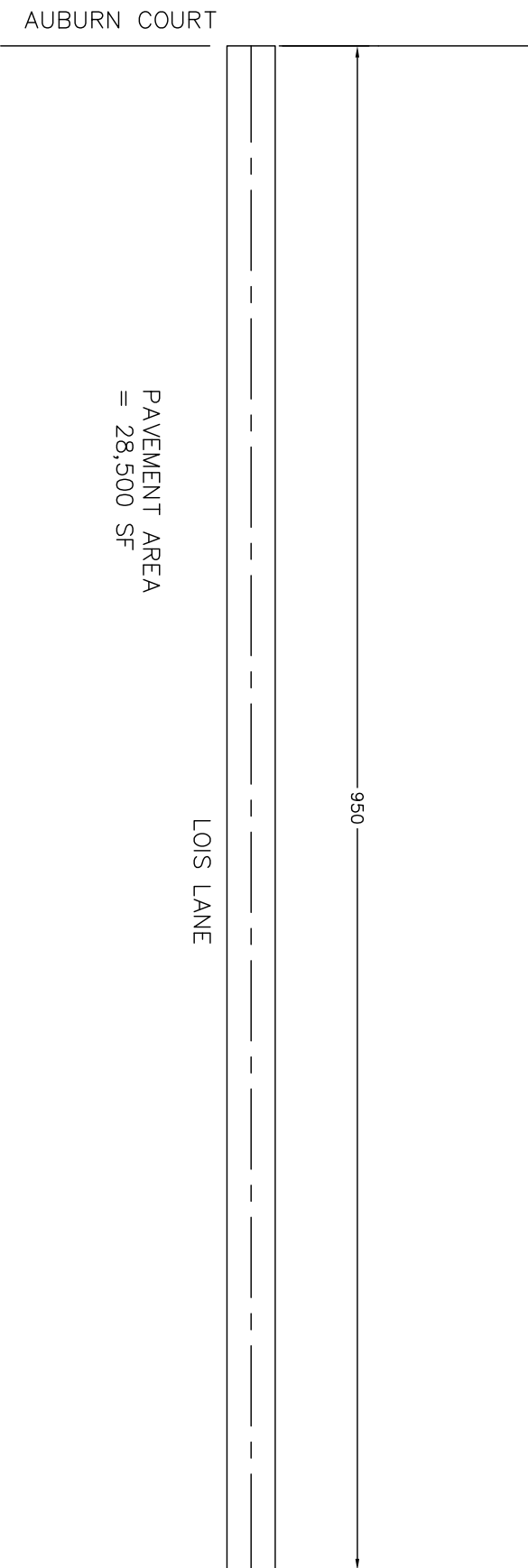
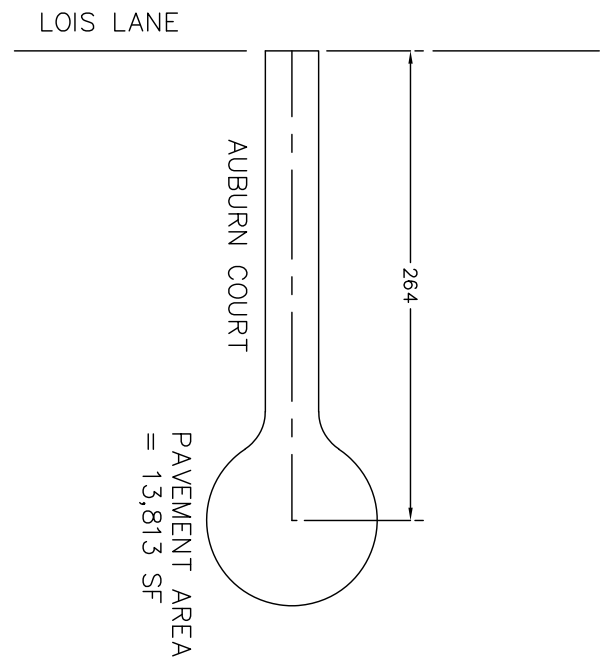
ORANGE AND ROCKLAND UTILITIES, INC.

By: _____

Name: Won Choe

Title: Vice President - Operations

INTERNAL



COST SHARE CALCULATION

- Road lengths and widths taken from NYSDOT Local Road Listing
- Assume cost share = 50% of road surface area
- Fee based upon standard Road Opening Fee + estimated inspection fee

Auburn Court

Pavement area = (13,823 sf) x 0.5 = 6,906 sf

[(6,906 sf) / (32)] = 216 @ \$100 = \$21,600

Add \$100 for First 32 sf = \$100

Village Engineer inspection fee: 6 inspections @ \$125 each = \$750

Total Permit Fee = \$21,600 + \$100 + \$750 = \$22,450

Lois Lane

Pavement area = (28,500 sf) x 0.5 = 14,250 sf

[(14,250 sf) / (32)] = 446 @ \$100 = \$44,600

Add \$100 for First 32 sf = \$100

Village Engineer inspection fee: 6 inspections @ \$125 each = \$750

Total Permit Fee = \$100 + \$44,600 + \$750 = \$45,450