



## **BOARD OF TRUSTEES MEETING AGENDA**

**May 07, 2024 at 7:00 PM**

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

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

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### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

- [1.](#) April 16, 2024

### **RESOLUTIONS/DISCUSSIONS**

- [2.](#) Resolution Approving & Accepting the May 2024 Budget Amendment
- [3.](#) Resolution Levying Taxes
- [4.](#) Resolution Approving the Proposal with Brooker Engineering (a division of Weston & Sampson), PLLC for Engineering Services for the 2024-2025 year
- [5.](#) Resolution Authorizing the Publication of the Notice to Bidders for the Holland Lane Drainage Project
- [6.](#) Resolution Approving Abstracts of Audited Claims
- [7.](#) Resolution Approving Transfer of Funds

### **REPORTS**

- [8.](#) Mayor
- [9.](#) Village Clerk/Treasurer
- [10.](#) Village Attorney

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

### **EXECUTIVE SESSION**

### **NEW BUSINESS**

### **ADJOURNMENT**



# BOARD OF TRUSTEES MEETING MINUTES

April 16, 2024, at 7:00 PM

432 Route 306, Wesley Hills, NY 10952

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

**MEMBERS PRESENT:**

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

**MEMBERS ABSENT:**

None

**OTHERS PRESENT:**

Benjamin Selig, Esq. Village Attorney (Zoom)  
Camille Guido - Downey, Village Clerk-Treasurer

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

**ITEM #1**

**RESOLUTION #50-24**

**APPROVAL OF MINUTES**

Trustee Cherns made a motion to approve the minutes of April 2, 2024, seconded by Trustee Krull. Upon vote, Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull; this motion was carried unanimously.

**ITEM #2**

**PUBLIC HEARING - A LOCAL LAW AMENDING THE CODE OF THE VILLAGE OF WESLEY HILLS TO REVISE THE ZONING LAW IN RELATION TO FACULTY HOUSING AT SCHOOLS**

Mayor Katz welcomed everyone to the meeting and introduced the proposed local law. Mayor Katz stated that the Village has been discussing this law for many years and the last two years put pen to paper. Mayor Katz stated that this request came from Yeshiva Ohr Reuven who is the only school in operation in the Village that has a dormitory. Yeshiva Ohr Reuven has been operating in the Village for over 20 years. The proposed law requires an application to be submitted to the Planning Board and if, need be, to the Zoning Board. The Village Board felt that it was a natural progression and not unreasonable for a school to have faculty housing on site when there are dorms on site. The faculty housing will allow students to have access to teachers after hours. The Village Board also felt that being ahead of this and proposing a law now would provide the Village more control over the law as opposed to a Religious Land Use and Institutionalized Persons Act (RLUIPA) suit where the Village would lose

control over the housing. Mayor Katz confirmed with the Village Clerk that the law was properly advertised.

Mayor Katz read the following emails he has received in reference to this law into the record:

Zev Feder, 119 Forshay Road stated that he is in support of the law and stated that he has two sons in the school. The school is well kept, and it is an expansion of the Village.

Solomon Brander, 162 Grandview Ave supports the proposed law.

An anonymous email stated that they are not in support of this law. They feel that this law would be a detriment to the Village and will raise congestion and create overdevelopment.

John & Marilyn Wagner, 7 Camberra Drive submitted a letter dated April 16, 2024, which states that they are opposed to the proposed law.

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

Sharon Abrams, 3 Charlotte Drive was present and stated as a teacher she commuted to her place of employment and teachers are not entitled to housing. She made sacrifices and worked 3 jobs to afford rent. Ms. Abrams stated that she feels that the proposed law sets a bad precedent for the Village. There are two public schools in the Village, and they do not have faculty housing.

Mario Pensa, 299 Grandview Ave was present and supplied the Village Board with a letter dated April 3, 2024. Mr. Pensa described to the Board his concerns in reference to the law. Mr. Pensa welcomes a future conversation to discuss his concerns.

Mayor Katz answered some of Mr. Pensa's question/concerns and stated that the Planning Board will review all applications for faculty housing, and they will review practical access, landscaping, lighting, parking, landscape screening, number of dwellings, placement etc. Mayor Katz shared that the yeshiva has not provided the Village with plans yet, however during conversations they are proposing townhouse type structures and no more than 24 units.

Mr. Pensa stated that the law is silent on what the Planning Board determines the need and that should be clear in the law. Mr. Pensa discussed section 8 housing and affordable housing requirements from the State.

Mayor Katz stated that the housing units and their affordability will be up to the school on how they plan on dealing with it. Mayor Katz explained the difference between the Planning Board and the Zoning Board of Appeals. Mayor Katz explained that the housing units are required to remain on the same lot as the school and dormitory and there is no subdivision allowed to separate those facilities onto separate lots. If the school sells the property to another school, that new school must apply to the Planning Board for their own special permit.

Janet Litt, 5 Harriet Lane was present and stated that she is concerned with the tax burden on the residents of Wesley Hills. Ms. Litt also stated that she is concerned with the infrastructure and the area handling the extra people. Ms. Litt stated that people travel to work, and it is uncommon to provide

teachers with housing. Ms. Litt expressed her concern that Wesley Hills is beautiful and if this proposed law is passed the Village will go downhill.

Richard Weinberger, 40 Skylark Drive was present and stated that he is concerned with a private sale of the school and the units being sold off. Mr. Weinberger requested the Board to ensure that this is not in the law and it is clear in the law.

David Mayerfeld was present and thanked the Board for their hard work.

Robert Cherofsky, 234 Willow Tree Road was present and stated that he agrees with all the statements made so far. Why can't the applicant just apply to the Zoning Board of Appeals for a variance instead of the Board passing a law that anyone can use. It should be reviewed on a case-by-case basis. How many lots in the Village could accommodate a school?

Catherine Reynolds, 3 Reeder Place was present and read a statement into the record. Ms. Reynolds stated that she is 95 years old and she would like to keep the same quality of life that she has known for the past 50 years in the Village. Ms. Reynolds stated that she is concerned about the increased infrastructure needs.

James Ambrosio, 4 Steinway Court was present and expressed his love for the Village and it being a diamond in the woods. Mr. Ambrosio expressed his respect for Mayor Katz and his leadership. Mr. Ambrosio stated that he agrees that the Applicant should seek relief from the ZBA. Mr. Ambrosio stated that he can appreciate the Mayor weighing the needs of the community and the needs of the applicant while being mindful of lawsuits. Mr. Ambrosio suggested that Mayor Katz review the law and tighten it up.

Stanley Katz, 1 Reeder Place was present and stated the this is an old St. Lawrence trick being pushed by the block voters and this is a scare tactic. The Village is jumping ahead of the NYS Senate Bill #S7791.

Barry Bergstein, 6 Camberra Drive was present and stated that there is no infrastructure to handle the increase section 8 housing.

Aline Swerdloff, 7 Reeder Place was present and stated that she loves Wesley Hills and feels sad that the Village is considering this law. Ms. Swerdloff expressed her frustration while traveling in the area with the amount of traffic.

David Berman, 11 Villa Lane was present and stated that he is the Executive Director of Yeshiva Ohr Reuven. Mr. Berman stated that he has lived in Wesley Hills since 1979 and the area is beautiful, and he loves the area exactly like it is now. Mr. Berman stated that he has been involved in the drafting of this law and the law incorporates many safeguards to protect the residents of Wesley Hills and the school was more than happy to add those safeguards to the law. The Village comes first, and the Yeshiva would never do anything to harm the environment. In reference to the statement that this approval would create a slippery slope for other applicants, that is the exact reason why there are safeguards put in place in the law.

Mayor Katz stated that there are several lots in the Village that could accommodate a school in the Village. There is the camp, the two public school buildings, Church and Town of Ramapo property.

Mayor Katz stated that anyone can purchase lots and combine them however the law states that a school has to be in operation in the Village for 3 years before they can apply for faculty housing.

David Berman continued that the law has the following safeguards: 10-acre requirement for school, a school and dormitory must be already constructed and operating for 3 years, front yard requirements, must be located on a major roadway, etc. The Yeshiva decided to work with the Village to develop this law and not take the route of spending millions on litigation for the Village or the school. The Yeshiva takes pride in the campus and by having teachers onsite 24/7 that provides security, education and support to students after school hours which provide better education to the students. The Yeshiva will be subject to annual reporting requirements to the Village, and it is not our intention to offer long-term housing to teachers. It is a steppingstone for them as the units cannot accommodate many children in the units.

Jay Bapna, 6 Cutler Court was present and stated if there is no environmental impact why is an environmental study is not required.

Mayor Katz answered that the Planning Board will review the application and if an environmental study is required, they will oversee that.

Jay Bapna questioned why is there a requirement in the law for 2 homes on an acre? The acreage calculation for the school should be decreased to for the school, dormitory, play areas, parking areas, etc. and then the net is what should be used to calculate the number of faculty housing. Mr. Bapna questioned if it is legal for the Village to bar lots from being combined?

Ben Selig answered that legally the Village cannot restrict a buyer from buying a number of lots in a row.

Rabbi Ari Senter, 14 Harriet Lane was present and thanked Ms. Reynolds for her presence and assured everyone that the same atmosphere will remain at the school. Rabbi Senter stated that he also agrees with Mr. Ambrosio that Wesley Hills is a diamond in the woods. Rabbi Senter stated that he has the same concerns of all the residents here. Rabbi Senter stated that he was involved in the creation of the Village neighborhood gathering law and that is an exceptional law. The Village has been proactive with this law and if they are ahead of the Senate law so be it. Rabbi Senter stated that if the Village waits for the Senate to pass their law the unit per acre will be a lot more. The Village and the residents need to work together to create a law that benefits everyone.

Mayor Katz explained what the Religious Land Use and Institutionalized Persons Act (RLUIPA) law is and explained that nearby municipalities have lost cases and are subject to millions in fines and penalties. That kind of fine and/or penalties would raise Village taxes for years.

Jacob Brody, 97 Spook Rock Road was present and stated that he lives in the Village and has been a teacher at the school for many years. It is an amazing place to work and the implementation of teachers being onsite for the students will better their education.

Yaakov Berman was present and thanked the Board for their assistance.

Joseph Dubinsky was present and stated that this law will provide for better education to the students.

Jacob Baldinger, 4 Jodi Court was present and stated that there are some residents in Wesley Hills who may be your neighbors are people that at one point were living on the school campus. Since being a student they have become your neighbors and have integrated into the community.

Eliyahu Weinberger was present and stated that Wesley Hills is a special place, and he lives on campus. His education is important.

Michael Parietti, 6 Spook Rock Road was present and stated that the 3 years in operation requirement is low and should be increased to 10 years. Mr. Parietti stated that the Village should consider a law that will help in cases where people have home health aides and will be able to provide them with the opportunity to have a home onsite to help care for people who need their help 24/7.

AJ Ginsberg, 15 Rockingham Road was present and stated that he has listened to all the residents and feels that all of us need to work together to develop a law that is beneficial to everyone. Constructive criticism is helpful to address concerns so it can be incorporated into the law. No one wants multifamily so let's get a law written that protects the community. Everyone here is saying the same thing, it is beautiful here, no multifamily, we don't want to be Monsey, we like to raise our kids here, so let's address the concerns and move forward.

Sharon Abrams stated that whether a teacher lives on campus, or commutes does not make them a good or bad teacher. Ms. Abrams stated that she will email the Mayor with her concerns.

Joseph Haas, 8 Woodcrest Road was present and stated that he has been active in this law and feels that the Village is trying to be ahead of the State law to ensure that we have a law that we can live with as we are not sure what we will get with the State law. We don't want to end up in a position like Pomona or Airmont.

Noam Peikes, 3 Jodi Court was present and stated that that he lives on the dead-end street in Wesley Hills and loves how quiet things are. Mr. Peikes stated that he works at the yeshiva and reports to work at 7:30 am and does not get home until 10:30 pm. He gives his life to his students to educate them, and you develop a relationship with students that lasts a lifetime.

James Ambrosio stated that after listening to the statements made he feels that the law could be tightened up to become a good law for the Village and requests the Mayor to do the right thing and hear the suggestions of the people and try to incorporate them into the law and try to ease the fear that residents have in reference to this law.

Binyamin Plotzker, 42 Plum Road was present and stated that he is a teacher at the school for the past 14 years and the atmosphere is warm and welcoming. The teachers there are dedicated, and the school only wants to be a good neighbor to the residents of Wesley Hills.

Jeff Nulman, 14 Deerwood Road was present and requested that the teacher salaries be made available for the public to see what the teachers are paid.

Mayor Katz answered that the Applicant does not have to share what the salaries are for their teachers.

Shelly Lehrer was present and thanked the Board for their assistance.

Mayor Katz stated that the Board will continue the public hearing to its June 4, 2024, meeting.

Trustee Schwartz made a motion to continue the public hearing to our June 4, 2024, meeting, seconded by Trustee Cherns. Yea: Mayor Katz, Trustee Schwartz, Trustee Cherns, Trustee Mause and Trustee Krull; this motion was carried unanimously.

**ADJOURNMENT**

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

Respectfully Submitted,  
Camille Guido-Downey



432 Route 306

Wesley Hills, N.Y. 10952-1221

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

Date: May 3, 2024

To: Mayor Katz & Village Board

From: Camille Guido-Downey, Village Clerk-Treasurer

Re: May 2024 Budget Amendment

It has been brought to my attention that the 2024-2025 has the following clerical error:

	Adopted		Change
Taxable Assessed Value	\$122,072,043	to	\$122,066,181
Tax Rate	7.4002	to	7.4006, and

Attached are the corrected budget pages that will be incorporated into the record.

Thank you for your understanding.

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



VILLAGE OF WESLEY HILLS  
ADOPTED BUDGET  
YEAR END MAY 31, 2025

	ADOPTED BUDGET June 2023- May 2024	YEAR END PROJECTION June 2023- May 2024	ADOPTED BUDGET June 2024 - May 2025	Comments
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**SUMMARY OF BUDGET:**

<b>TOTAL APPROPRIATIONS</b>	<b>2,997,331</b>	<b>2,731,034</b>	<b>4,238,375</b>	
TOTAL REVENUES	2,363,274	2,819,101	3,579,739	
APPROPRIATED SURPLUS	634,057		658,636	
<b>SURPLUS</b>	<b>-</b>	<b>88,066</b>	<b>-</b>	

TAXABLE ASSESSED VALUE (TAV)	121,697,758	122,072,043	Assessed value of all taxable properties in the Village
\$ Increase IN TAV	576,290	374,285	
% Increase IN TAV	1.00476	1.00308	
TAX RATE	7.4230	7.4002	
Tax Rate change	-0.4735%	-0.3065%	

**VILLAGE OF WESLEY HILLS  
ADOPTED BUDGET  
YEAR END MAY 31, 2025**

	ADOPTED BUDGET June 2023- May 2024	YEAR END PROJECTION June 2023- May 2024	ADOPTED BUDGET June 2024 - May 2025	Comments
<b>TOTAL APPROPRIATIONS</b>	<b>2,997,331</b>	<b>2,731,034</b>	<b>4,238,375</b>	
TOTAL REVENUES	2,363,274	2,819,101	3,579,739	
APPROPRIATED SURPLUS	634,057		658,636	
<b>SURPLUS</b>	<b>-</b>	<b>88,066</b>	<b>-</b>	

TAXABLE ASSESSED VALUE (TAV)	121,697,758	122,066,181	Assessed value of all taxable properties in the Village
\$ Increase IN TAV	576,290	368,423	
% Increase IN TAV	1.00476	1.00303	
TAX RATE	7.4230	7.4006	
Tax Rate change	-0.4735%	-0.3018%	

**VILLAGE OF WESLEY HILLS  
TAX WARRANT**

**TO: CAMILLE GUIDO-DOWNEY, VILLAGE CLERK TREASURER**

**YOU ARE HEREBY COMMANDED** to receive and collect from the several persons named in the tax roll hereunto annexed, the several sums stated in the last column hereof opposite their respective names, being a total of \$903,363.00 for the following purposes:

For the Current Budget	\$903,363.00
Total	\$903,363.00

**YOU ARE FURTHER COMMANDED** to receive and collect such sums without additional charge between the first day of June and the first day of July 2024, both inclusive; and thereafter to collect with such of the sums as have not been theretofore collected, and additional charge of five per centum for the first month or fraction thereof and one per centum for each month or fraction thereof thereafter until paid.

**YOU ARE FURTHER COMMANDED** to return the tax roll and warrant to the Board of Trustees on or before the first day of November 2024, and to deliver to the Board of Trustees at the same time an account of the taxes remaining due and unpaid; describing each parcel of real property upon which taxes are unpaid, showing the person or persons to whom the parcel is assessed and showing as to each parcel the amount of tax unpaid.

\_\_\_\_\_  
Marshall Katz, Mayor

**DATED:** May 8, 2024

**ATTEST:** \_\_\_\_\_  
Camille Guido-Downey  
Village Clerk-Treasurer

RECEIVED  
APR 29 2024  
VILLAGE OF WESLEY HILLS

Item 4.



April 29, 2024

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

Re: Professional Engineering Services

Dear Mayor and Trustees:

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

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

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

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

We look forward to working with you again.

Very truly yours,

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**BROOKER ENGINEERING**

a division of Weston & Sampson

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

2024-2025 Fee Schedule  
Village of Wesley Hills

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

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

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

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

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

general and special considerations relating to the Project.

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

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

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

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

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



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

Approved by:

\_\_\_\_\_  
OWNER Name

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

\_\_\_\_\_  
Printed Name and Title

Document1

- 17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
  
- 18. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

**NOTICE TO BIDDERS****VILLAGE OF WESLEY HILLS, NEW YORK**

PLEASE TAKE NOTICE that sealed proposals will be received by the Village of Wesley Hills, Village Hall located at 432 Route 306, Wesley Hills, New York on or before Thursday, May 30, 2024, at 12 PM prevailing time, at such time they will be opened and read aloud. Each bid shall be submitted in a sealed envelope clearly stating the contractor's name and address and the project name on the exterior of the envelope entitled:

**HOLLAND LANE DRAINAGE IMPROVEMENTS**

The scope of work for the project will include removal and disposal of an existing 30"x30" basin and replace with a standard catch basin with a curb inlet and removal and disposal of an existing 8-inch drainage pipe and replace with a new 15-inch HDPE pipe in Holland Lane right-of-way along the frontage of 20 Holland Lane (Tax Lot 41.11-1-87), 22 Holland Lane (Tax Lot 41.11-1-86), and 24 Holland Lane (Tax Lot 41.11-1-85).

The total scope of work for this project includes removal & disposal of approximately 260' of existing 8-inch drainage pipe and installation of approximately 260' of new 15-inch HDPE pipe with modification of the existing catch basin on Holland Lane. The existing 30"x30" basin near the northeast corner of 20 Holland Lane (Tax Lot 41.11-1-87) shall be removed and replaced with a standard curb inlet catch basin. Included in the scope is pavement saw cutting, unclassified excavation, disposal, installation of pipe bedding, backfill, restoration in kind to any disturbance of the existing road and restoration to disturbed lawn area with topsoil & seed, and other associated work as shown on the Improvement Plans.

The Contract Documents may be examined, and copies obtained at the office of the Village Clerk during usual business hours. The plans may be sent electronically from Weston & Sampson if so requested. Kindly contact Devon Palmieri at [palmieri.devon@wseinc.com](mailto:palmieri.devon@wseinc.com) for a pdf of the bid documents.

Each proposal shall be accompanied by a certified check, or bid bond executed by a surety company, in the amount of not less than (10) percent of the total amount of the proposal, conditioned that if the proposal is accepted, the bidder will enter into a contract for the work and that they will execute such further security as may be required for the faithful performance of the Contract.

All bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable federal, state and local statutes. The lowest qualified bidder that meets the requirements of the Contract Documents will be awarded the bid. The Village Board reserves the right to accept or reject any or all portions of the proposal, and to re-advertise for same, should it be in the best interest of the Village. The Village also reserves the right to reject any proposal that is informal or waive any informality in the bidding document.

CAMILLE GUIDO-DOWNEY, VILLAGE CLERK  
VILLAGE OF WESLEY HILLS  
Dated: 5-8-24