

AGREEMENT

THIS AGREEMENT, made this 21st day of June, 2021 between the VILLAGE OF CHESTNUT RIDGE, 277 Old Nyack Turnpike, Chestnut Ridge, New York 10977, hereinafter referred to as "VILLAGE" and FUSCO ENGINEERING & LAND SURVEYING, P.C., 233 East Main Street, Middletown, New York 10940, hereinafter referred to as "CONTRACTOR":

WITNESSETH:

WHEREAS, the VILLAGE and the CONTRACTOR wish to enter into an Agreement for the purpose of providing the VILLAGE with Building Department and Code Enforcement Services for the Village of Chestnut Ridge, New York.

NOW THEREFORE; BE IT RESOLVED, that the parties hereto mutually agree as follows:

GENERAL: The VILLAGE hereby retains FUSCO ENGINEERING & LAND SURVEYING, P.C. to provide Building Department and Code Enforcement Services to and for the Village of Chestnut Ridge. The purpose of the Contract is to outline the understanding of the parties related to the services to be performed by CONTRACTOR and on behalf of the VILLAGE.

1. The term of this agreement shall be for June 21, 2021 through December 31, 2022, unless otherwise amended pursuant to the terms herein or unless otherwise terminated.
2. This agreement shall terminate at 11:59 p.m. on the last day of December in which the Agreement is set to expire unless renewed by the parties in writing on or before October 31st in the year said Agreement is scheduled to expire.
3. Either party to this agreement may terminate same upon thirty (30) days written notice sent by certified Mail, Return Receipt Requested. In the event of such early termination of the Agreement, CONTRACTOR shall be paid for all work, property authorized and completed as of the date of termination. CONTRACTOR shall also dutifully complete all work as necessary pursuant to the terms of this agreement through the remainder of its term.
4. CONTRACTOR shall provide the VILLAGE with proof of Professional Liability Insurance and General Liability Insurance with \$1,000,000 - \$2,000,000 coverage for all work performed on behalf of the Village relative to design projects. The relationship between the Village and CONTRACTOR, as well as any and all of CONTRACTOR's employees, agents, or representatives, shall be that of Client and Independent Contractor. The Village shall not assume, and specifically disclaims, any obligations of an employer to an employee which may exist under applicable law.
5. CONTRACTOR hereby represents that the aforementioned services, together with the part-time Code Enforcement Officer employed directly by the Village for up to 10 hours per week, are at this time expected to be sufficient to meet the needs of the Village's Building Department and Code Enforcement services.
6. CONTRACTOR has not requested and is not entitled to any form of Health Insurance coverage or any type of employee benefits from the VILLAGE for any of CONTRACTOR's staff,

including but not limited to employees, officers, and/or representatives, that may or will be providing services to the VILLAGE pursuant to the terms of this Agreement.

7. CONTRACTOR affirms that Alfred A. Fusco, III will not have any direct or indirect interest in this Agreement with the Village and to the extent Alfred A. Fusco, III may be employed by CONTRACTOR, he will not receive any compensation from the payments made by the Village to CONTRACTOR pursuant to the terms of this Agreement.
8. Fusco Engineering and Land Surveying, P.C. and contractor's officers, as listed in Schedule "B", to the extent they provide code enforcement services to the Village, shall be covered under Village's applicable insurance policies in the same form and manner as the Village's own officers and/or employees. Any additional officer or employee to be included within this provision must be approved in writing by the Village in the form of an amended Exhibit "B".
9. Village to provide vehicle or pay IRS mileage for work within Village limits.

BUILDING DEPARTMENT AND CODE ENFORCEMENT:

1. The VILLAGE shall pay the CONTRACTOR a Monthly Fee paid monthly (see Schedule A) for Building and Code Enforcement Services. CONTRACTOR shall provide Building Inspector Services and Code Enforcement Officer Services as same are defined and set forth in the Zoning Law of the Village of Chestnut Ridge and any revision thereof as requested by the Mayor. Duties and obligations to include reviewing building department applications, reviewing building plans, issuing building permits, performing required inspections, issuing certificates of occupancy, investigating complaints, performing code enforcement inspections, issuing violations and/or appearance tickets for court. Attending court with Village Attorney and/or Village Counsel. The CONTRACTOR will provide an average of 40 hours per week with a certified code enforcement officers unless a future written rider executed by both parties increases or decreases hours as may be necessary. The CONTRACTOR will provide another part time CEO included in the average 40 hours per week. The CONTRACTOR will provide a building dept clerk from its staff for 40 hours per week, if requested, for additional compensation as set forth in schedule A.
2. CONTRACTOR shall provide Certified Building Inspectors to provide Building Inspection Services for all projects within the boundaries of the Village of Chestnut Ridge and also to perform Code Enforcement Services on a written per-complaint basis. CONTRACTOR will only have certified persons doing any work requiring such certification or trainees whom will not be charged against the hours to be provided. Only a Village Official shall sign Certificates of Occupancy, Appearance Tickets, Building Permits, and any other document required to be signed by a Village Officer.
3. Village to allow Code Enforcement Officers 24-hours annually for required training.
4. The VILLAGE shall provide CONTRACTOR with suitable office space.
5. The VILLAGE, via a designated Village Employee or official other than contractor, shall collect all fees for the services performed.
6. Large projects or planning board work. may be required to deposit funds in an Escrow Account to be maintained by the VILLAGE, as agreed upon by the Village Board, CONTRACTOR and the property owner. The purpose of these funds is to provide for payment of Building Department and/or Engineering Services for review and/or monitoring of the build-out of the projects,

including post construction inspections. The amount of funds to be secured in an Escrow account, as well as the purpose and use of the funds, must be determined before final approval is obtained from the Village of Chestnut Ridge, and must be noted on final plans submitted for approval. In addition to the monthly fee schedule and to be hourly as per schedule.

OTHER TERMS AND PROVISIONS:

1. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed by first-class mail, return-receipt requested, to the recipient at the address below indicated:

Notice to Contractor:

Alfred A. Fusco, Jr.
Fusco Engineering & Land Surveying
233 East Main Street
Middletown, NY 10940

Notice to Village:

Rosario Presti, Mayor
Village of Chestnut Ridge
277 Old Nyack Turnpike
Chestnut Ridge, NY 10977

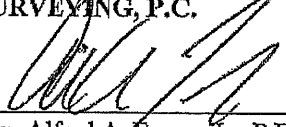
2. Severability. Should any provision(s) of this Agreement be held unenforceable for any reason, then such provision(s) shall be enforced to the maximum extent permitted by law and shall not affect the validity of the remainder of this Agreement.
3. Entire Agreement. Except as expressly set forth herein, this Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
4. Assignment. This Agreement is personal to CONTRACTOR and its rights and obligations under this Agreement shall not be assigned or delegated by the Village or by the CONTRACTOR. All rights, duties and obligations under this Agreement are binding upon the parties' successors, heirs, executors, administrators, and assigns.
5. Headings. The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Applicable Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of New York, without regard to choice of law provisions.
7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument, without regard to choice of law provisions and any action brought shall be venued in Rockland County.
8. Amendments. This Agreement may not be amended and the terms or covenants hereof may not be waived, except by a written instrument executed by the Village and CONTRACTOR or, in the case of a waiver, by a written instrument executed by the party waiving compliance. The failure to enforce any of the provisions of this Agreement shall

not be construed as a waiver of such provisions. Further, any express waiver by any party with respect to any breach of any provisions hereunder by any other party shall not constitute a waiver of the other party's further or continuing breach of that provision or a waiver of such party's right to thereafter fully enforce each and every other provision of the Agreement.

In WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

VILLAGE OF CHESTNUT RIDGE
COUNTY OF ROCKLAND

FUSCO ENGINEERING & LAND
SURVEYING, P.C.



By: Rosario Presti, Mayor

By: Alfred A. Fusco, Jr., P.E.

STATE OF NEW YORK)
) SS:
COUNTY OF ROCKLAND)

On the 15th day of June, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rosario Presti, Village Mayor of the Village of Chestnut Ridge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he has executed the same in his capacity, and that by his signature on this instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

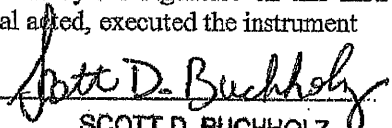


Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

ALAK SHAH
Notary Public, State of New York
No. 02SH6188006
My Commission Expires 06-02-20~~21~~²⁴

On the 15th day of JUNE, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared ALFRED A. FUSCO, JR., P.E., Principal of FUSCO ENGINEERING & LAND SURVEYING, P.C., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he has executed the same in his capacity, and that by his signature on this instrument, the individual or the person upon behalf of which the individual acted, executed the instrument



SCOTT D. BUCHHOLZ
NOTARY PUBLIC
STATE OF NEW YORK
QUALIFIED IN SULLIVAN CO.
NO. 01BU4936094
EXPIRES 7/5/22

SCHEDULE A

Compensation

Certified Code enforcement officers 40 hours/week - \$17,917/month

Additional for Clerk for Building office, 40hrs/week - \$7,000/month

Plan review for Planning Board, Zoning Board of Appeals, or
construction inspections or infrastructure. - Hourly by Applicant
Via Escrow

Inspector - \$125.00/hour

Professional Engineer - \$150.00/hour

SCHEDULE B

Approved Contractor's Officers

Alfred A. Fusco, Jr., P.E., CEO

Richard Manley, CEO

BJ Gettel, CEO

Ashley Gettle, BSI

Adam McCarey, CEO

Nicholas Stackhouse, CEO

Daniel Dodd, CEO

Alexa Burchianti, CEO

Raphael Ziegler, CEO

OATH OF OFFICE

FORM NO. 69

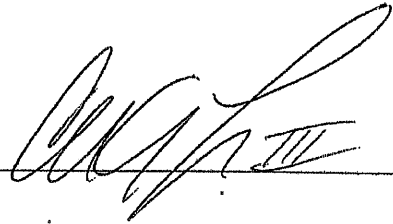
Williamson Law Book Co., Victor, NY 14564

State of New York)
 County of Orange)
 Village of Chestnut Ridge) ss.

I, Alfred A. Fusco, III, do solemnly swear that
 I will support the **Constitution of the United States** and the **Constitution of the State of New York**,
 and that I will faithfully discharge the duties of Building Inspector

according to the best of my ability.

(Signed)

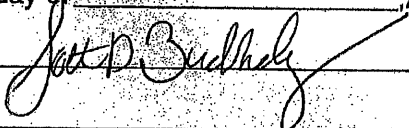


Officer.

Subscribed and sworn to before me this

23 day of July, 2021

(Signed)



Title

SCOTT D. BUCHHOLZ
 NOTARY PUBLIC
 STATE OF NEW YORK
 QUALIFIED IN SULLIVAN CO.
 NO. 01BU4936094
 EXPIRES 7/5/22