



Town of Stony Point

74 EAST MAIN STREET
STONY POINT, NEW YORK 10980

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STONY POINT TOWN BOARD

Agenda

7:00PM

June 28, 2022

Pledge of Allegiance
Roll Call
Supervisors Report
Purchase Order Request
Audit of Bills
Minutes: June 14, 2022
Correspondence
Public Input-Limited to 3 minutes

*Presentation 2021 Audited Financial Statements by O'Connor Davies

1. Resolution Authorizing the Supervisor to sign Host Community Agreement CHPE
2. Resolution Approving PILOT Agreement – CHPE
3. Authorize Supervisor to Sign Intermunicipal Agreement with Rockland County Project Connect
4. Hire Day Camp Personnel
5. Appoint Head Lifeguard – Town Pool
6. Authorize Town Engineer to draft specifications for the HVAC at Patriot Hills Clubhouse East Wing, Patriot Hills Maintenance Building Roof and Pickleball Court
7. Authorize Town Clerk to advertise for bids for the HVAC at Patriot Hills Clubhouse East Wing, Patriot Hills Maintenance Building Roof and Pickleball Court
8. Renew JCO contract
9. Authorize Supervisor to sign execute Agreement with Rockland County – Stop DWI

Executive Session - If Necessary

/

RESOLUTION

A meeting of the Town Board of the Town of Stony Point was convened on **June 28, 2022, at 7:00 p.m.**

The following resolution was duly offered and seconded to wit:

RESOLUTION 2022/_____

RESOLUTION AUTHORIZING SUPERVISOR TO SIGN HOST COMMUNITY AGREEMENT WITH CHPE, LLC FOR THE CHAMPLAIN HUDSON POWER EXPRESS PROJECT

WHEREAS, CHPE, LLC (“the Company”) is developing the Champlain Hudson Power Express Project (“the Project”), a fully- buried 1,250-megawatt high voltage direct current electric transmission line extending from the U. S.- Canada border to New York City, and

WHEREAS, the Company is in receipt of all federal and state siting approvals necessary in order to authorize the construction and operation of the Project, including a Certificate of Environmental Compatibility and Public Need (Article VII Certificate) issued by the New York State Public Service Commission, and

WHEREAS, the Article VII Certificate approved the routing of the Project along U.S. Route 9W in the Town of Stony Point, Town of Haverstraw, Village of West Haverstraw, Village of Haverstraw, and Town of Clarkstown (Rockland Host Communities), and

WHEREAS, the Company has prepared a Host Community Agreement between the Town of Stony Point and the Company, and

WHEREAS, under said Agreement, the Company would make a total Host Fund Payment to the Town of Stony Point of \$5,300,000 in two installments of \$2,650,000 each in recognition that the routing and project will cause temporary disruption and inconvenience to the citizens and businesses of Stony Point; and

WHEREAS, under said Agreement, the Company would also make a streetscape payment to the Town in the total amount of \$2,914,286 in three annual installments; and

WHEREAS, under the terms of the Agreement, such payments would commence within thirty (30) days after the Company’s first draw of funds for construction financing.

NOW THEREFORE BE IT RESOLVED that:

Section 1. The above “WHEREAS” clauses are incorporated herein by reference as if set forth in full.

Section 2. The Town Board hereby authorizes the Town Supervisor to execute the Host Community Agreement with CHPE, LLC in a final form approved by the Town's Special Counsel.

Section 3. The Supervisor, or his designee, is hereby authorized to accept and process any payments received pursuant to the Host Community Agreement.

Section 4. The Town Board hereby authorizes the Town Supervisor, or any officer, employee or consultant as directed by the Town Supervisor, to take any all actions necessary to carry out the provisions of this Resolution.

Section 5. This Resolution shall be effective immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Supervisor Monaghan	[]	[]	[]	[]
Councilman Puccio	[]	[]	[]	[]
Councilperson Joachim	[]	[]	[]	[]
Councilperson Rose	[]	[]	[]	[]
Councilperson Williams	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

#2

RESOLUTION

A meeting of the Town Board of the Town of Stony Point was convened on **June 28, 2022,**
at **7:00 p.m.**

The following resolution was duly
offered and seconded to wit:

RESOLUTION 2022/ _____

**RESOLUTION APPROVING PAYMENT TERMS FOR PAYMENT IN LIEU OF TAX
AGREEMENT WITH RESPECT TO CHAMPLAIN HUDSON POWER EXPRESS
PROJECT**

WHEREAS, the Rockland County Industrial Development Agency (the “IDA”) received an application related to tax certainty from CHPE LLC (the “Company”) regarding its proposed Champlain Hudson Power Express Project (the “Project”), a fully-buried, up to 1,250-megawatt high-voltage direct current electric transmission line from the U.S.-Canada border to New York City, a portion of which will be located in the Town; and

WHEREAS, by resolution dated September 24, 2021 the IDA induced the undertaking and completion of the portion of the Project to be located in Rockland County (the “Project Facility”) pursuant to which members, representatives, and agents of the IDA were authorized and directed to take all action deemed appropriate to assist the Company in commencing and carrying out the Project, including assisting the Company in discussions with affected tax jurisdictions to obtain a payment in lieu of tax (“PILOT”) agreement with respect to the Project Facility; and

WHEREAS, the IDA and the Company plan to enter into a “straight lease transaction” pursuant to which the IDA would acquire a leasehold interest in and to the Project Facility and the IDA would sublease to the Company the IDA’s interest in the Project Facility; and

WHEREAS, pursuant to Section 874 of the New York General Municipal Law and Section 412-a of the New York Real Property Tax Law, the IDA is exempt from the payment of taxes and assessments imposed on real property and improvements acquired by it or under its jurisdiction, supervision or control; and

WHEREAS, pursuant to Section 925-1(i) of the New York General Municipal Law, as amended, projects promoted, developed and assisted by the IDA shall be responsible for PILOT payments (“PILOT Payments”) in a sum equal to the amount of real property taxes that would have been levied absent IDA assistance, or, with the written agreement of any affected tax jurisdiction, in a sum equal to such alternate amount thereof as such affected tax jurisdiction may approve; and

WHEREAS, the Town will be an affected tax jurisdiction (as such term is defined in the New York General Municipal Law) with respect to the Project Facility; and

WHEREAS, representatives of the Company and the Town have discussed the anticipated environmental and economic benefits of the Project, the long-term revenue certainty that would be created by a PILOT agreement for the Project Facility, the lack of municipal and school district services that would be required to support the Project Facility, and the operating cost certainty and associated increased Project financeability that a PILOT agreement would create, and have agreed to a schedule of PILOT Payments for the Project Facility, in the amounts set forth on Exhibit A

hereto, in order to facilitate financing and construction of the Project Facility.

NOW, THEREFORE, BE IT RESOLVED that:

- Section 1. The above “WHEREAS” clauses are incorporated herein as if set forth in full.
- Section 2. The Town Board hereby approves the schedule of PILOT Payments set forth on Exhibit A hereto.
- Section 3. The Town Supervisor, or any officer, employee or consultant of the Town as directed by the Town Supervisor, is hereby authorized, on behalf of the Town, if requested by the IDA, to execute and deliver a PILOT agreement by and between the IDA and the Company containing payment terms approved by this resolution and to take any and all other actions necessary to carry out the provisions of this Resolution.
- Section 4. The resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Supervisor Monaghan	[]	[]	[]	[]
Councilman Puccio	[]	[]	[]	[]
Councilperson Joachim	[]	[]	[]	[]
Councilperson Rose	[]	[]	[]	[]
Councilperson Williams	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

EXHIBIT A

PILOT PAYMENTS

<u>Payment Year¹</u>	<u>PILOT Payment Amount</u>
Construction Years	\$0
1	\$949,624
2	\$890,227
3	\$828,907
4	\$840,927
5	\$813,327
6	\$825,120
7	\$797,770
8	\$767,788
9	\$778,921
10	\$790,216
11	\$760,030
12	\$727,038
13	\$737,580
14	\$748,274
15	\$670,899
16	\$634,006
17	\$643,199
18	\$604,543
19	\$613,309
20	\$548,125
21	\$459,888
22	\$441,143
23	\$447,539
24	\$454,029
25	\$434,077
26	\$310,088
27	\$314,585
28	\$319,146
29	\$323,774
30	\$328,469
Total	\$18,802,567

¹ The PILOT agreement would cover the period of construction of the Project Facility and thirty (30) payment years for the assessment roll years following the date on which the Project commences commercial operation (the "Commercial Operation Date"). PILOT Payments would be due at the same time property tax payments would otherwise be due in the absence of the IDA exemption. PILOT Payments would not be owed during the construction period. The first PILOT Payment to the affected tax jurisdiction would be due on the date that property taxes would be due to the affected tax jurisdiction for the assessment roll year associated with the first taxable status date occurring after the Commercial Operation Date. The Project Facility would become subject to property taxation by the affected tax jurisdiction following the assessment roll year associated with the thirtieth (30th) PILOT Payment to the affected tax jurisdiction.

STATE OF NEWYORK)
) SS.:
COUNTY OF ROCKLAND)

I, the undersigned Clerk of the Town of Stony Point (the “Town”), DO HEREBY CERTIFY that I have compared the annexed extract of the minutes of the meeting of the Town Board of the Town held on **June 28, 2022** with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Town Board of the Town and of the whole of such original insofar as the same relates to the subject matters referred to therein.

I FURTHER CERTIFY that (i) all members of the Town Board of the Town had due notice of such meeting, (ii) pursuant to Section 104 of the Public Officers Law (Open Meetings Law), such meeting was open to the general public and public notice of the time and place of such meeting was duly given in accordance with such Section 104, (iii) the meeting was in all respects duly held, and (iv) there was a quorum present throughout.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand this [__] day of June, 2022.

Megan, Carey, Town Clerk
Town of Stony Point

#3

Federal Tax ID # 13-600733

INTERMUNICIPAL AGREEMENT

with

TOWN OF STONY POINT

THIS AGREEMENT made the _____ day of _____, 2022 by and between the **COUNTY OF ROCKLAND on behalf of its Office of the District Attorney**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and the **TOWN OF STONY POINT, on behalf of its Police Department**, a municipal corporation of the State of New York, having its principal office at 74 East Main Street, Stony Point, New York 10980, hereinafter referred to as "**MUNICIPALITY**," in the following manner:

WITNESSETH:

WHEREAS the **COUNTY** through its Office of the District Attorney and the **MUNICIPALITY** wish to enter into this intermunicipal agreement for the Town of Stony Point Police Department to reimburse the Town of Stony Point for costs associated with training overtime for participation in Project Connect per a grant from the United States Department of Justice.

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to perform together that which each government is authorized to perform individually and requires that any intermunicipal cooperation agreement be approved by each participating municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, the Legislature of Rockland County has provided funds for this agreement in **Resolution No. 290 of 2022** for the professional services of **MUNICIPALITY** for the period hereinafter stated,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** The **MUNICIPALITY** shall be reimbursed by a grant from the United States Department of Justice for costs associated with training, overtime for participation in Project Connect. See Schedule "A" attached hereto.

2. TERM: The professional services to be rendered and performed by the **MUNICIPALITY** under this agreement shall be for the period commencing **April 1, 2022** and terminating **September 30, 2023**.

3. PAYMENT: The **COUNTY** agrees to pay **MUNICIPALITY** and **MUNICIPALITY** agrees to accept a sum not to exceed **FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS AND 00/100 (\$4,950.00)** as reimbursement to the **MUNICIPALITY**.

4a. INDEMNIFY AND HOLD HARMLESS: The **MUNICIPALITY** agrees to defend, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **MUNICIPALITY** to the fullest extent permitted by law. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4b. The **COUNTY** agrees to defend, indemnify and hold harmless **MUNICIPALITY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **MUNICIPALITY** and its respective officers, employees and agents, at its own cost and at no cost to the **MUNICIPALITY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the negligent activities or omissions of **COUNTY**. These indemnification provisions are for the protection of the **MUNICIPALITY** and its respective officers, employees, and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

4c. Under no circumstances shall **MUNICIPALITY** assume liability or defense costs for the actions of the personnel of the Rockland County District Attorney's Office who are not employed by **MUNICIPALITY**.

5. LIABILITY ONLY FOR MONIES BUDGETED: This agreement shall be deemed executory to the extent that the monies appropriated in the current budget of **COUNTY** for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** is pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget.

6. RECORD KEEPING AND AUDIT: The **MUNICIPALITY** shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and

communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to COUNTY for inspection or audit upon demand. No compensation or fee for services will be due to MUNICIPALITY unless or until any financial statements demanded by the required by the Rockland County Department of Finance have been provided, or such other documents or information required to be produced by the County are provided. This term shall survive the cancellation, termination or expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

7. NO ASSIGNMENT: The MUNICIPALITY shall not assign, sublet, or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the COUNTY.

8. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York and the venue of any litigation shall be Rockland County.

9. LABOR LAW AND EXECUTIVE LAW: The MUNICIPALITY shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

10. LOCAL LAWS AND RESOLUTIONS: The MUNICIPALITY shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: The MUNICIPALITY agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation, and telecommunications.

~~12. IRAN DIVESTMENT ACT: CONTRACTOR and its employees, agents, servants, subcontractors and/or assignees agree to comply with the Iran Divestment Act of 2012 (the "Act"), as set forth in N.Y. State Finance Law § 165-a and N.Y. General Municipal Law § 103-g, both effective April 12, 2012, which requires bidders to certify that they do not invest in the Iranian energy sector when they bid on state or local government contracts. As set forth in the Act, a person engages in investment activities in Iran if: (a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran or (b) the person is a financial institution that extends twenty million dollars or more in credit to another person for forty five days or more for the purposes of providing goods or services in the energy sector in Iran.~~

13. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY.

14. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. It may not be modified, except by a writing signed by the parties.

15. EXECUTION: This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

OFFICE OF THE DISTRICT ATTORNEY

(Approved for signature of
County Executive)

By: _____
THOMAS E. WALSH II
District Attorney

Dated: _____

TOWN OF STONY POINT

By: _____
JAMES MONAGHAN
Supervisor

Dated: _____

DEPARTMENT OF LAW

(Approved for signature of
County Executive)

By: _____
JEANNE S. GILBERG
Principal Assistant County Attorney

Dated: _____

COUNTY OF ROCKLAND

By: _____
EDWIN J. DAY
County Executive

Dated: _____

2022-01330

Contract Request Schedule "A"*(A detailed schedule of the work or services to be provided)*

Statement of Work (SOW) – *(The Statement of Work shall define the tasks required for the successful completion of the County's goals and objectives ensuring all minimum requirements are met.)*

The Stony Point Police Department (SPPD) will participate in the Law Enforcement Assisted Diversion (LEAD) program Project Connect. SPPD will provide a screen for Peer Recovery involvement of eligible offenders. SPPD will contact the Peer assigned to come and meet with the identified eligible offender. SPPD will provide the space for the Peer meeting and remote assessment if needed.

Contract Deliverables – *(Contract Deliverables are the outputs associated with the Statement of Work. Sample Deliverables include, draft reports, final reports, assessments, studies, meetings, public hearings, number of clients served within a specified time period.)*

SPPD will provide completed LEAD Police Forms
 SPPD will contact the Peer Recovery person from Foundations Recovery Center
 SPPD will provide offenders with appearance tickets

Cost/Price & Payment Section – *(Total/Estimated contract costs shall be defined as well as method of payment. Define if this is a Completion Contract (paid in full when contract is completed) or if this is a Level of Effort Contract (progress payments will be made upon the completion of certain milestones/deliverables). If progress payments are to be made, the milestones/deliverable for payment must be clearly defined. Retainage requirements shall also be clearly defined.)*

The cost for overtime for training is \$4950

Supporting Documentation – *(Supporting Documentation such as copies of vendor's proposals, technical data or drawings should also be included.)*

N/A

Insurance Certificates - *(All required insurance certificates; General Liability, Automotive, Professional Liability, Workman's Compensation and Disability shall be included with each contract request and contract extension request.)*

N/A

#4

HIRE DAY CAMP PERSONNEL

RECREATION AIDE - \$13.20/HR.

JAYDEN FABIAN

#5

APPOINT HEAD LIFEGUARD

TOWN POOL

#6

Authorize Town Engineer to draft specifications for the HVAC at Patriot Hills Clubhouse East Wing, Patriot Hills Maintenance Building Roof and Pickleball Court

#7

Authorize Town Clerk to advertise for
bids for the HVAC at Patriot Hills
Clubhouse East Wing, Patriot Hills
Maintenance Building Roof and
Pickleball Court

#8

RENEW
JCO
CONTRACT

BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to execute an agreement with the County of Rockland regarding receipt of funds for the STOP DWI program in a final form approved by Town special counsel.