

TOWN OF STONY POINT
OFFICE OF TOWN CLERK

74 East Main Street
Stony Point, New York 10980
(845) 786-2716 Ext. 107 ~ Fax (845) 786-2783



Megan Carey, Town Clerk
Holli Finn, Deputy Town Clerk

STONY POINT TOWN BOARD

Agenda

7:00PM

September 13, 2022

Pledge of Allegiance
Roll Call
Supervisors Report
Police Dept Report
Golf Course Report
Highway Superintendents Report
Purchase Order Request
Audit of Bills
Minutes: August 9 & August 30, 2022
Departmental Reports
Correspondence
Public Input-Limited to 3 minutes

Continued Public Hearing-RRBR

1. Set Public Hearing-Sewer Extension-39 Wilderness Drive
2. Award Bid-Golf Course Maintenance Building Roof
3. Approve 2022 Stormwater II Education Program Agreement
4. Approve Assessor to Attend 2022 NYSAA Fall Conference
5. Approve Toro Agreement
6. Authorizing Legal Services by Special Town Counsel in Litigation
7. Create Recreation Supervisor Seasonal (NC)
8. Request to Hire Patriot Hills Golf Club Employees
9. Approve Renewal-Berry Burners Contract
10. Refund Building Permit Fee
11. Property Maintenance – 23 Brooks Dr.
12. Accept Resignation – Ethics Board
13. Appoint Ethics Board Member
14. Appoint Planning Board Member

Executive Session-If Necessary

1

PETITION FOR EXTENSION OF
SEWER DISTRICT # 3 IN THE TOWN OF STONY POINT
COUNTY OF ROCKLAND, STATE OF NEW YORK

TO: THE HONORABLE TOWN BOARD OF THE TOWN OF STONY POINT

The undersigned, being the owner of taxable real property known as Map 19.02, Block 4, Lot 5 situate in the proposed extension of Stony Point Sewer District # 3, hereinafter more fully described, and owning in the aggregate more than 51% of the assessed valuation of all taxable real property of said proposed extension of Sewer District # 3, as shown on the latest completed Assessment Roll, there being no resident owners in said proposed extension of said Sewer District # 3.

NOW HEREBY PETITIONS your Honorable Board to extend a sewer district known as Stony Point Sewer District # 3, to include the property hereinafter described, which is located in the Town of Stony Point, County of Rockland and State of New York, which said property is outside of any incorporated village, and is wholly within said Town of Stony Point, and to provide for the installation therein of a sewer system, and the furnishing of sewer services.

Your Petitioner requests the extension of such sewer district to include the area more particularly described in Schedule "A", attached hereto and made a part hereof.

Attached hereto is a copy of a map showing the boundaries of the proposed extension of said sewer district.

Pursuant to the provisions of the Town Law of the State of New York, as amended; the expense of the extension of said sewer district, and the installation of said sewer system, and of the furnishing of sewer services therein, and of the maintenance thereof, shall be assessed, levied and collected from year to year from the several lots and parcels of land within said sewer district in proportion as merely as may be to the benefit which each lot or parcel of land in said district will derive there from.

The extension of said sewer district, and the installation therein of the sewer system, being performed and furnished at the expense of the Petitioner, and at no charge or cost whatsoever to the Town of Stony Point, the maximum amount proposed to expended for the extension of said sewer district, and the installation therein of said sewer system, is NONE.

IN WITNESS WHEREOF, the undersigned has duly signed and set opposite his/her name, the assessed valuation of real property owned in the area comprising said

1
19.02
A 29.0

proposed extension of Stony Point Sewer District # 3, according to the latest Assessment Roll, to wit: the Assessment Roll for the Year 2022.

Dated: Stony Point, New York

Aug 19, 2022

BY: [Signature]

PETITIONER'S NAME Mark Hamilla

PETITIONER'S ADDRESS 10 De Halva Maen Dr Stony Point NY

PETITIONER'S PHONE NO. 914 523-3705

STATE OF NEW YORK)

SS:

COUNTY OF ROCKLAND)

On the 19 day of Aug, 2022, before me personally came Mark Hamilla, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same for himself/herself and as Agent for _____.

[Signature]
NOTARY PUBLIC

MEGAN CAREY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6104239
QUALIFIED IN ROCKLAND COUNTY
COMMISSION EXPIRES JANUARY 20, 2024

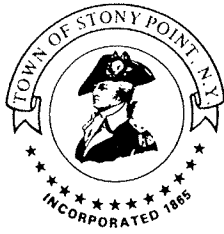
INSTRUCTIONS TO APPLICANT

- Complete the "Petition for Extension of Sewer District.
- Submit completed form together with:
 - A copy of your "Schedule A" (property description from deed).
 - A sketch or map showing the proposed location of the sewer line.
 - A check in the amount of **\$250.00** made payable to Town of Stony Point.
 - A publication fee will be charged once the notice of the public hearing appears in the local newspaper.
- Form should be submitted to the Town Clerk's Office at 74 East Main St., Stony Point, NY, 10980.


TOWN OF STONY POINT
OFFICE OF TOWN CLERK

74 East Main Street
Stony Point, New York 10980
(845) 786-2716 Ext. 107 ~ Fax (845) 786-2783

#2



Megan Carey, Town Clerk
Holli Finn, Deputy Town Clerk

TO: STONY POINT TOWN BOARD
FROM: MEGAN CAREY – TOWN CLERK 
DATE: AUGUST 25, 2022
RE: BID – GOLF COURSE MAINTENANCE BLDG. ROOF REPLACEMENT
CC: BRIAN NUGENT
KARL JAVENES

As advertised, the above referenced bid was opened today at 10:00am at Town Hall.
Those present were:

Megan Carey, Town Clerk
AnnMarie Parente
Karl Javenes, Supt. Of Highways
William Sheehan, Environmental Construction
Greg Quatrochi, Quatrochi & Sons Roofing

Four (4) bids were received as follows:

Company Name	Price	Ridge Vent
Environmental Construction	\$64,696.00	\$1,600.00
Quatrochi & Sons Roofing	\$89,200.00	\$4,800.00
Milcon Construction Corp.	\$108,000.00	\$5,200.00
Precision Roofing Inc.	\$147,000.00	Not included

Cornell Cooperative Extension Rockland County

10 Patriot Hills Lane
Stony Point, NY 10980
t. 845 429-7085
f. 845 429-8667
e. rockland@cornell.edu
www.RocklandCCE.org

#3

2022 Stormwater II Education Program Agreement

Summary: Stormwater Phase II Regulations, as administered by the New York State Department of Environmental Conservation (NYSDEC) requires all small, regulated Municipal Separate Storm Sewer Systems (MS4s), among other requirements, to commit to:

- Minimum Control Measure #1: ... Public Education and Outreach
- Minimum Control Measure #2: ... Public Participation in Stormwater Management
- Minimum Control Measure #6: ... Good Housekeeping for Municipal Operations

Cornell Cooperative Extension (CCE), in cooperation with the Rockland County Stormwater Consortium (SCRC), will provide each MS4 with community education, outreach and involvement in order to satisfy the three Minimum Control Measures listed above.

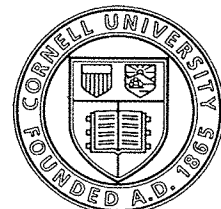
Cornell Cooperative Extension of Rockland County will tap its resources at Cornell University, NYSDEC, USEPA and other reputable sources to develop, implement and evaluate an educational program for this MS4. The success of this program depends on participation by all five towns and eighteen villages in Rockland, all of which contribute to the support of the educator position and responsibilities as described below. Based on input from the SCRC, the following services are being offered to the MS4.

CCE'S Responsibilities in this Agreement:

- 1. MCM #1: Education/Outreach:** A CCE educator will conduct and evaluate educational programs about stormwater management for the public and for municipal employees within the MS4 district in addition to those in the other districts participating in this agreement. The educational outreach will focus on stormwater pollution and prevention including regulations, water quality, Pollutants of Concern, nutrient pollution, harmful algal blooms, and the consequences of improper application and disposal of fertilizers, pesticides, salt, lawn clippings, and hazardous materials to the storm drains. A *Stormwater and Water Quality Education* webpage that is regularly updated and interactive map will be

Building Strong and Vibrant New York Communities

Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.



available to the public on CCE's website. Training topics will be identified based on SCRC members and guidance materials will be available.

A. Classes and Workshops:

- **General Public** – CCE will offer public workshops. Topics have historically included water conservation, stormwater pollution management and prevention, water-smart landscaping, the design of rain gardens, the use of rain barrels, drought-resistant landscaping, and available utility rebates.
- **Fertilizer Law Certificate Program for Landscapers and Contractors** – CCE will offer the certificate course monthly, highlighting best management practices related to catch basins, fertilizers, pesticides, landscape debris, hazardous waste, etc. Presentation and handouts are offered in Spanish, and a translator will translate simultaneously when available.
- **CCE Website** – The CCE webpage will be updated regularly to list training, seminars and programs provided by outside agencies such as NYSDEC.
- **Municipal Employees** – CCE will continue to advise the SCRC on meeting the NYSDEC's MS4 permit requirements and keep the CCE Box updated. Current guidance documents in the Box address NYSDEC audit requirements, completing the MS4 Annual Report Form, a draft Storm Water Management Plan template and others.
- **Best Management Practices (BMPs)** workshops for garage maintenance and good housekeeping for municipal operations will be offered to municipal employees.

B. WRRC Stormwater Radio Show: The CCE Lab Manager will host a monthly radio program on WRRC to explain stormwater to the public.

C. Horticultural Lab: CCE will serve as an ongoing resource to residents through its Horticulture Diagnostic Lab. The Lab is open and accessible to the public via in-person visit, phone, fax and e-mail. CCE will provide soil testing for a fee and education on proper fertilizer application.

D. CCE Website: The CCE Educator will ensure that the Stormwater and Water Quality Education webpage and interactive map are available at all times to the general public on CCE's website (<http://rocklandcce.org/stormwater-consortium>). These pages will be reviewed and updated with new information, links and resources throughout the year.

E. Monthly Meetings: The CCE Educator will schedule, host and lead the SCRC monthly meetings. CCE Educator will prepare the agenda and CCE administrative staff will keep meeting minutes.

2. **MS4 #2: Public Involvement/Participation:** CCE will help recruit volunteers and collaborate with other established organizations to deliver the following services:

A. **Volunteer/Stewardship Opportunities** – CCE will actively promote volunteer and stewardship opportunities pertaining to stormwater and water quality on the stormwater webpage. Stewardship opportunities include litter cleanups along streams, beaches and roadways in cooperation with Keep Rockland Beautiful, Inc. (KRB), and promoting the Storm Drain Marking program, WAVE program, and others. CCE will also promote summer internship opportunities through Rockland Conservation Service Corps and Lamont Doherty.

B. **Partnerships** – CCE will work to strengthen partnerships between MS4s, the Environmental Educators Working Group of Rockland, the Rockland County Water Quality Committee and the Rockland County Division of Environmental Resources to address stormwater issues of common concern.

3. **Stormwater Grants**

A. **NYSDEC Round 15 Stormwater Mapping Grant:** The CCE Educator will be responsible for the oversight, coordination, administration and completion of the current Round 15 NYSDEC stormwater mapping grant. The CCE Educator will oversee the grant budget and seek formal approval from the Grant Committee for modifications; monitor and review Town grant expenses and invoices; oversee match funds and grant reimbursement for each Town; submit quarterly reporting to County and NYSDEC in accordance with the NYSDEC stormwater mapping grant.

B. **New NYSDEC Stormwater Mapping Grants:** The CCE Educator will review the requirements of new NYSDEC grants; work with the Grant Committee to determine eligibility; prepare the grant budget, necessary waivers and application and submit through Grants Gateway as feasible.

4. **NYSDEC MS4 Permit Updates:** The CCE Educator will work with the SCRC to review all aspects of the MS4 2022 Draft Permit, including Minimum Measures, mapping requirements, reporting, revised SWMP plan requirements, enhanced enforcement, special conditions and others. The CCE Educator will prepare formal comments for submission to NYSDEC.

5. **Program Agreement Administration:**

A. **Agreement Term:** The term of the agreement is April 1, 2022 - March 31, 2023.

- B. **Supervision:** CCE will employ, train, provide necessary supplies and support, supervise and evaluate the Educator.
- C. **Educational Information:** Educational information provided to residents will come from reputable sources including the NYSDEC, US EPA, Cornell University and other credible research-based institutions.
- D. **Reporting:** CCE will provide the Town with an annual deliverables report summarizing the outreach efforts and measurable goals. Only participating MS4s will receive report deliverables.

Town’s Responsibilities in this Agreement:

1. **Funding:** The Town will provide \$7,300 (seven thousand three hundred dollars) to fund this project, to be paid within 60 days after receiving the invoice.
2. **Additional Costs:**
 - Any additional costs (e.g. printing of fact sheets, posters, stickers, etc.) will be either paid by the Town directly or invoiced separately if the work is carried out by CCE.
 - Upon request of the MS4, the CCE Educator will be available for site visits at locations pertinent to MS4s for consultation. Written reports will be submitted to determine any further course of action.

Administrative Contacts

- Suzanne Barclay, Cornell Cooperative Extension of Rockland, 10 Patriot Hills Drive, Stony Point, NY 10980; phone 845-429-7085 ext. 107; email – sb2475@cornell.edu
- Town representative and title: _____
- Town alternate and title: _____
- Address: _____
- Daytime phone: _____ E-mail: _____

SIGNATURES:

<i>Town representative and title</i>	<i>Date</i>	<i>Suzanne Barclay</i>	<i>Date</i>
		<i>Executive Director, CCE Rockland</i>	

#4

Megan Carey

From: William Beckmann
Sent: Wednesday, August 10, 2022 11:34 AM
To: Supervisor
Cc: Megan Carey; Matt Lemoine; Lorraine Sofia
Subject: 2022 NYSAA Fall Conference
Attachments: 2022 NYSAA Fall Conference.PDF

Attached is information about the 2022 NYSAA Fall Conference to be held in Lake George from September 18th thru September 21th.

These annual conferences are important to attend. They keep Stony Point current as to statewide issues affecting the assessment community.

They will also advise us on the new updates on the Statewide RPS computer system for the town of Stony Point and projected implementation dates.

There are litigation topics on the agenda and a host of other topics that the town should be aware of.

Please see the attached for more information.

I am requesting permission for both Matthew Lemoine and myself to attend.

Please place this on the next town board meeting agenda for approval.

Estimated costs are as follows

Registration	\$400.00
Hotel	\$1600.00
Milage and tolls	\$200.00
Food	\$360.00
Total	\$2560.00

William R. Beckmann, MAI,CRE,FRICS,IAO
Town of Stony Point
74 E. Main Street
Stony Point, NY 10980
Office 845-786-2716 ext. 117
Fax 845-786-3820
Wbeckmann@townofstonypoint.org
www.townofstonypoint.org



[Summary](#) [Fees](#) [Classes](#) [Instructors](#) [Hotel](#)
[4-Day Agenda](#)

[Register Now](#)

2022 NYSAA Fall Conference

September 18, 2022 –
September 21, 2022

Ft. William Henry Hotel and
Conference Center
48 Canada St.
Lake George, NY 12845

The 2022 NYSAA Annual Meeting and Seminar on Assessment Administration

Please be sure to visit all of the pages (links above) on this site before registering. You will find helpful information on all of them.

Please carefully read the hotel information page if you are planning on staying at the conference hotel.

NYSAA's Fall Conference offers up to 12 continuing education credits for assessors:

- 3 hours for attending the NYS ORPTS presentation on Monday morning
- 3 hours for attending a class on Tuesday morning
- 3 hours for attending a class on Tuesday afternoon
- 3 hours for attending a class on Wednesday morning

\$200.00

Non-Member Fee

\$400.00

In Person Conference Pass

NYSAA Member Fee

\$200.00

Non-Member Fee

\$400.00

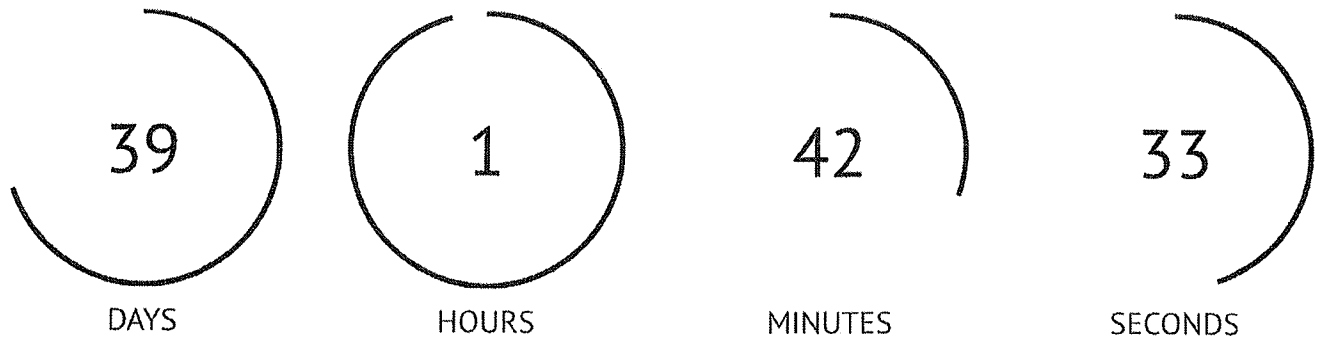
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Attendees can receive up to 12 credits, but in order to receive those credits, they must to adhere to NYSAA's attendance policy: in person attendees must sign an attendance sheet for each session attended, and virtual attendees must have a webcam on at all times, a working microphone, must participate during the session, and sign a certification form.

Attendees are not required to attend sessions totaling 12 credits; they will receive credit only for the sessions they attend. The fee is the same regardless of the number of sessions attended.

Countdown to the Event



Register By
September 1, 2022 5:00 PM

[Register Now](#)
[Already registered?](#)

[Contact Us](#)

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#5



NSN

Standard Tower Renewal *Monthly Payments* Service Agreement and Extended Warranty

Toro National Support Network (TORO NSN) provides a dedicated and accessible resource for software support and Toro central control system troubleshooting, problem solving and system operation assistance. TORO NSN wishes to establish continuity in its relationships with the highest level of customer satisfaction possible. This Standard Tower Renewal Service Agreement and Extended Warranty (Agreement) is a legal agreement between The Toro Company, represented by its division Toro National Support Network (hereinafter referred to as "TORO NSN") and **PATRIOT HILLS GOLF COURSE** (Customer) and becomes effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement. In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the following:

I. HARDWARE

TORO NSN, pursuant to this Agreement with the Customer shall provide the Customer one standard computer tower that meets or exceeds the specifications described in Attachment A of this Agreement.

II. SOFTWARE

TORO NSN, pursuant to this Agreement with the Customer shall provide the Customer the software that meets or exceeds the specifications described in Attachment A of this Agreement.

III. TORO NSN WARRANTY

A. HARDWARE

TORO NSN, pursuant to this Agreement warrants the Customer's most current TORO central computer system and TORO components in the central control system (i.e. Narrow Band Base Station, DIU, FIU, NB-HHRI, Gateway, RIU and Turfguard)(collectively referred to as "Hardware") against defects in material and workmanship for a period described below, provided such hardware is used according to recommended specifications.

Regarding any and all radio communications system(s) and related components that are purchased from Toro, it is the client, and not Toro, that is responsible for obtaining, complying with, and maintaining, at client's expense, any and all licenses, permits, codes and other such regulatory requirements related to construction, zoning, clearance and other such regulation as issued and enforced by all applicable international, federal, state, county, municipal, local and other governing bodies including but not limited to, The Federal Communications Commission (FCC), The Federal Aviation Administration (FAA), The Environmental Protection Agency (EPA), or any state legislature, county commission, county zoning board, city council, city/municipal zoning board, county building inspection department, city/municipal inspection department, etc.

During the warranty period, TORO NSN will repair or replace at TORO NSN option, any part found to be defective. The Customer's remedy is limited solely to the replacement or repair of defective parts.

This warranty does not apply (i) to acts of God (e.g. earthquakes, flooding, lightning, etc.); (ii) to non-TORO additional hardware; (iii) to hardware installed by anyone other than TORO NSN or its designated agent; (iv) to hardware that is used in any manner contrary to TORO NSN specifications and instructions; (v) to hardware that is altered or modified; (vi) to damage caused by fire or losses incurred due to theft; (vii) to consumable items such as printer cartridges, disks, cd caddies, etc.

Components or hardware added by TORO NSN at the Customer's request that are not part of the published TORO central computer system specifications are covered by manufacturer's warranty only. In the event a replacement component must be shipped, the Customer will receive original standard components until the non-standard component can be repaired or replaced by the manufacturer. Any costs associated with the repair or replacement of a non-standard component will be the responsibility of the Customer.

**Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676
(1-800-ASK-TORO)**

Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.

After-hours On-call Support Technician

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

"Minimum Down-Time" Commitment

In the event that a warranty component must be replaced under this Agreement, the support technician logging the call from the Customer will arrange to place a replacement component with a third-party courier for delivery on the next shipping day if the call is received by 1:00 p.m. Central Time. All calls received after this time, calls received on days when volume of replacement components is high, or calls received on weekends and holidays are not guaranteed for overnight delivery, but will receive priority handling the next business day. Shipments whose destinations are beyond the borders of the continental United States cannot be guaranteed overnight delivery based on varying turnaround times associated with customs. Allow a minimum of 48-hours in these cases. TORO NSN assumes no responsibility for the delivery guarantees of the overnight courier, and is not responsible for delays after the package is in transit. Customer agrees to return the replaced component to TORO NSN within seven business days.

Warranty Period

Three Years, effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.

B. SOFTWARE

Non-Toro Software applications provided with this Agreement are warranted exclusively by their respective manufacturers.

C. DISCLAIMER

TORO NSN DISCLAIMS ALL OTHER WARRANTIES IN CONNECTION THEREWITH, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN THAT THE HARDWARE AND SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, OR THAT USE OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT WILL TORO NSN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH THE USE OR INABILITY TO USE THE HARDWARE OR SOFTWARE. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS. THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT TORO NSN'S OPTION, EITHER REPAIR OR REPLACEMENT OF THE HARDWARE OR PORTIONS THEREOF IF DEFECTIVE. THIS AGREEMENT DOES NOT COVER DAMAGE SUSTAINED TO THE SYSTEM AS A RESULT OF OWNER/OPERATOR NEGLIGENCE, ELECTRICAL POWER INTERRUPTION, LIGHTNING, FIRE, THEFT OR ACTS OF GOD.

IV. SUPPORT SERVICES

In consideration for Customer's payment of all applicable fees, TORO NSN shall provide the Support Services described below ("Support Services"). TORO NSN will make Support Services available for all Hardware and Software provided by TORO NSN to the Customer during the term of this Agreement.

Unlimited Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)

Operated during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed, will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and are subject to change accordingly without notice.

After-hours On-call Support Technician

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

Future TORO Software

During the term of this Agreement, Customer will receive TORO software service packs (Software fixes for recognized issues) at no charge should such service packs become available. Additionally, Customer will receive

a preferred discount on all future TORO central control system enhancement modules (Software enhancements that deliver additional functionality or support new irrigation products) should such modules become available.

Operating System Software

Successive operating system and computer software releases (in development at the time of issuance of this Agreement or to be developed at a later date) by Microsoft® or other manufacturers and subscriptions for other software applications are **not** provided as a part of any extended warranty or agreement available through TORO NSN.

Term of Support Services

Three Years, effective upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.

V. FINANCIAL TERMS AND CONDITIONS

Insurance

The Customer, pursuant to this Agreement with TORO NSN, will insure the Hardware and Software against all hazards. Customer remains obligated to the financial terms of this Agreement regardless of damage or loss.

Maintenance

The Customer will keep the Hardware and Software in good condition and free from liens and other security interests, will pay promptly all taxes and assessments upon them or with respect to their use, will not use the goods illegally or dispose or encumber them, will not remove them from the premises to which they are delivered, without the written prior consent of TORO NSN and will not permit them to be fixtures, or become accessions to other goods.

Financial Terms

The Customer, pursuant to this Agreement with TORO NSN agrees to the Financial Terms and Payment Schedule. If mandated by taxing authorities, TORO NSN must collect sales tax on the full amount of the Hardware and Software provided by this Agreement upon the effective date. The Support Service portion of this Agreement will be taxed on the monthly invoice if state-mandated. Import/duty fees or currency conversions are the Customer's responsibility; all amounts quoted and payable in U.S. dollars.

Total Amount Payable to TORO NSN	\$8,244.00
Hardware/Software	\$2,268.00
Support Services	\$5,976.00
Initial Amount Payable to TORO NSN	
First Payment	\$ 229.00
Sales Tax on Hardware/Software	\$ 0.00
Initial Amount Payable to TORO NSN	\$ 229.00

Payment Schedule

The Customer, pursuant to this Agreement with TORO NSN agrees to submit the Initial Amount Payable as defined in FINANCIAL TERMS with the signed Agreement to TORO NSN to establish the effective date of this Agreement. Thereafter, monthly payments of **\$229.00** are due on the first day of each month during the term of this Agreement, starting with the month following the effective date, and continuing for a total of **36** monthly payments. The Customer agrees to pay a \$10.00 late charge for each payment not received by TORO NSN within fifteen days after it is due. TORO NSN is not responsible for delivery of services during any period in which payments are in arrears.

Default

If the customer fails to make any payment under this Agreement when it is due, TORO NSN may terminate this Agreement. In the event of default by either party, the defaulting party must pay all expenses paid by the non-defaulting party to enforce its rights under this Agreement including reasonable attorney's fees and collection costs as permitted by law. In the event of default by the Customer, TORO NSN has the right to assign any collection action.

VI. GENERAL

Modification

This Agreement comprises the entire Agreement between TORO NSN and the Customer with respect to Support Services and Warranties. There is no other agreement. Any change in this Agreement must be in writing and signed by the Customer and TORO NSN.

Termination

This Agreement shall terminate upon the end of the term of this Agreement, upon non-payment, or failure to return replaced components pursuant to the terms of this Agreement. In the event of termination due to non-payment or the failure to return replaced components, Customer is obligated to pay the outstanding Hardware and Software balance due TORO NSN as agreed in the FINANCIAL TERMS of this Agreement. Customer may renew this Agreement (pay to extend the warranty and support period) at any time before its expiration by contacting the TORO NSN Sales Department at 1-888-676-8676 Option 1 or 4.

Indemnity

The Customer will indemnify TORO NSN from all claims, losses and costs arising out of the use or condition of the TORO central control system during the term of this Agreement. Customer is solely responsible for any failure of the product which results from accident, abuse, misapplication or alteration of the product, and TORO NSN assumes no liability as to consequence of such events under the terms of this Agreement. TORO NSN does not provide property and/or liability insurance.

General

Except as otherwise provided by the law where the Customer resides, the law that will apply to this Agreement is the law of the state where TORO NSN's place of business is located. If that law does not allow any of the provisions in this Agreement, the ones that are not allowed will be void. The rest of this Agreement will still be valid.

An authorized representative of the Customer must sign this Agreement and return it to TORO NSN:

Mailing:	TORO NSN Sales Department P. O. Box 3339 Abilene, Texas 79604-3339	Shipping:	TORO NSN Sales Department 500 Chestnut, Suite 400 Abilene, Texas 79602
Phone:	1-888-676-8676, press 1 or 4 for Sales		

This Agreement will take effect upon receipt of the signed Agreement and initial payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and initial payment and the expiration or cancellation of your existing Agreement.



TORO NSN Authorized Representative (Signature)

MARK STOCKDALE, NSN SALES MANAGER
TORO NSN Authorized Representative (Printed Name & Title)

TORO NSN
Installation Name (Printed)

AUGUST 12, 2022
Date

Customer Authorized Representative (Signature)

Customer Authorized Representative (Printed Name & Title)

PATRIOT HILLS GOLF COURSE
Installation Name (Printed)

Date

#6

RESOLUTION

A meeting of the Town Board of the Town of Stony Point was convened on **September 13, 2022** at 7:00 p.m.

The following resolution was duly offered and seconded to wit:

RESOLUTION 2022/____

AUTHORIZING LEGAL SERVICES BY SPECIAL TOWN COUNSEL IN LITIGATION

WHEREAS, the Town of Stony Point (“Town”) retains Special Counsel, Feerick Nugent MacCartney, PLLC, to represent the Town of Stony Point in certain legal matters; and

WHEREAS, an Article 78 Petition was filed on August 15, 2022 against the Town Clerk, the Town Board and the Town in a proceeding entitled Rose Memorial Library Association v. Carey, et al., under Index Number EF0033589-2022 in the County of Rockland Supreme Court (the “Litigation”) concerning a ballot-proposition submitted to the Town for the November 8, 2022 general election; and

WHEREAS, the Town of Stony Point requires legal Counsel to undertake representation of the Town in the Litigation; and

NOW, THEREFORE, it is resolved as follows:

- Section 1. The above “WHEREAS” clauses are incorporated herein as if set forth in full.
- Section 2. Special Counsel, Feerick Nugent MacCartney, PLLC, is authorized to appear on behalf of the Town of Stony Point and shall be compensated for all services performed for the Town of Stony Point with regard to the Litigation on the terms and conditions set forth in the Town Board Resolution appointing Special Counsel Feerick Nugent MacCartney, PLLC. Said services will be paid separate and apart from those services for which Special Counsel has previously been retained to handle for the Town.
- Section 3. The Town Supervisor is authorized to execute any documents necessary to carry out the provisions of this Resolution.
- Section 4. This Resolution shall be effective immediately.

#7

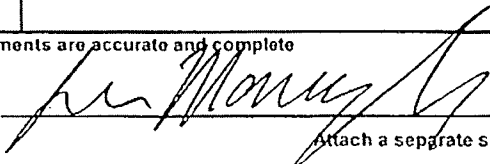
RECREATION SUPERVISOR (SEASONAL) (NC)

P.O. # Rockland County PERSONNEL JOB CLASSIFICATION QUESTIONNAIRE

County, Town, Village, School District, Library or Special District Town of Stony Point		Department Parks & Rec	Position Title (If established) Recreation Supervisor (Seasonal)
This position requires: 40 Hours work per week 1.5 Months work per year		Rate of Pay \$ 9411.68 Per year	
Persons Supervising this position Name Karenanne Nigro		Title Recreation Facility Supervisor	(Direct, Occasional, General) Type of Supervision General
Persons Supervised by Employee in this position			
Name Kalista Javenes		Title Recreation Assistant (Seasonal)	Type of Supervision Direct
Name Lindsey Cuppernell		Title Recreation Assistant (Seasonal)	Type of Supervision Direct
Persons doing substantially the same kind and level of work			
Name Craig Robinson		Title Recreation Supervisor (PT)	Location of Position Parks + Rec
PERCENT OF WORK TIME	DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear work picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.		
80	Plans and coordinates daily activities and outings for the day camp attendees for our 6 week summer program. Carries out all plans and oversees Recreation Aides and campers daily.		
5	Interviews, hires, and trains all Recreation Aides.		
5	Organizes online and in person registration for all campers. Participates in recruiting.		
10	Keeps all records of attendance, money collection, and special needs/medical information for all campers.		

The above statements are accurate and complete

Signature: _____



Date: _____

7/29/2012

Attach a separate sheet, if more space is needed.



#8



DAVE FUSCO, PGA

19 Clubhouse Lane, Stony Point, NY 10980

PHONE: (845) 947-7085

FAX: (845) 947-7296

E-mail: dfusco@patriohillsgolfclub.com

September 13, 2022

Members of the Town Board,

I request for approval to **HIRE** the following people to be employed at the Patriot Hills Golf Club. These individuals will work in operations.

Carts and Range

Kevin Cahill \$13.20

Connor Baisley \$13.20

Sincerely,


Dave Fusco

Director of Golf



BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

HEATING & AIR CONDITIONING
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

Heating Equipment Service Contract:

Contract Submitted To:

One-Year Contract

NAME: Town of Stony Point
STREET: 74 East Main Street
CITY: Stony Point, STATE: N.Y. 10980

DATE: Sept. 1, 2022 to Aug. 31, 2023
JOB NAME: Town of Stony Point
STREET: 74 East Main Street
CITY: Stony Point, STATE: N.Y. 10980

Includes:

Seasonal start up and service on the following systems:

- (2) Weil McLain #1078 gas-fired hot water boilers at the RHO Building.
- (2) Weil McLain #578 gas-fired hot water boilers at the Court House Building.
- (2) Weil McLain #1078 gas-fired hot water boilers at the Kirkbride Hall Building.
- (4) Burnham gas-fired hot water boilers at the Patriot Hills Club House Building.

Heating System Annual Boiler Cleaning & Inspection Service:

Brush out and clean boiler flues, boiler chamber, and chimney base. Flush out boiler drains and boiler base. Lubricate all burner linkages. Clean and overhaul PowerFlame burner. Inspect all internal refractories and repoint as necessary. Reseal all boiler doors and replace gaskets as necessary. Adjust and lubricate all burner linkages. Test pilot safety, relief valve and all other boiler operating controls. Check and test boiler operation. Check flame safeguard control. Set up boiler for proper CO₂ and 0-smoke test. Clean and paint all near boiler piping. Grease and oil all associated circulator pumps and motors.

Check and adjust domestic hot water boiler controls.

Note: Service under this contract will include coverage **24 hours a day, 7 days a week, for one full year.** Quarterly visits for preventative maintenance will also be made to each boiler room with following services performed.



BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960 • PHONE: (845) 358-6661 • FAX: (845) 358-6663

HEATING & AIR CONDITIONING
COMMERCIAL, INDUSTRIAL & RESIDENTIAL

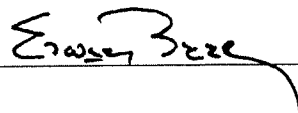
Quarterly visits for preventative maintenance:

Visits will be made to each boiler room during the months of November, January, and March, to service and check the heating equipment as necessary. A checklist will be provided in the boiler room for this service. Services will be checked off per visit.

During the heating season:

- 1). Blow down low water cut offs and boiler drains.
- 2). Grease and oil all circulator pumps and motors as necessary.
- 3). Gas burners will be checked and adjusted as necessary.
- 4). Water feed valves will be checked and adjusted.
- 5). Expansion tanks will be checked and drained as necessary.
- 6). Visual inspection of the fire and adjustment as necessary.
- 7). Check all boiler operating controls and safety's.

For the total sum of ----- \$11,150.00

Berry Burners Authorized Signature: 

Note: Any additional parts and labor required during season not included under the contract will be billed at our prevailing rates!

\$150.00	per hour normal working day.
\$225.00	per hour time and half.
\$250.00	per hour double time.

Acceptance of Contract:

Date: 

Signature: _____

PLEASE RETURN ONE SIGNED COPY UPON YOUR ACCEPTANCE!



BERRY BURNERS OF NYACK, INC.

P.O. BOX 70, NYACK, NY 10960
PHONE: (845) 358-6661
FAX: (845) 358-6663

Statement

DATE

8/24/2022

TO:

**Town of Stony Point
74 East Main Street
Stony Point, NY 10980**

AMOUNT DUE

AMOUNT ENC.

DATE	TRANSACTION	AMOUNT	BALANCE
07/24/2022	Balance forward		0.00
08/24/2022	INV #34564.	11,150.00	11,150.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
11,150.00	0.00	0.00	0.00	0.00	\$11,150.00

#10

Megan Carey

From: Amy Stamm
Sent: Friday, September 9, 2022 10:27 AM
To: Megan Carey; Holli Finn
Subject: FW: Building permit refund

Hi Meg,
Forwarding for Jim - please add to the agenda for the next board meeting.

Amy Stamm
Confidential Assistant to Supervisor Jim Monaghan Town of Stony Point
(845) 786-2716 x111
astamm@townofstonypoint.org

-----Original Message-----
From: Amy Stamm
Sent: Friday, September 9, 2022 9:04 AM
To: Nicole Pechin <NPechin@TownOfStonyPoint.org>
Cc: Tom Larkin <tlarkin@townofstonypoint.org>
Subject: FW: Building permit

Hi Nicole,
Not sure if Mrs. Bulson got back to you - the address for this permit is 34 Queensboro Rd, Stony Point. I believe Tom Larkin is aware of it.

Thanks,

Amy Stamm
Confidential Assistant to Supervisor Jim Monaghan Town of Stony Point
(845) 786-2716 x111
astamm@townofstonypoint.org

-----Original Message-----
From: Nicole Pechin <NPechin@TownOfStonyPoint.org>
Sent: Tuesday, September 6, 2022 1:18 PM
To: ladydancer1935@yahoo.com
Cc: Amy Stamm <astamm@TownOfStonyPoint.org>; John Hager <JHager@TownOfStonyPoint.org>
Subject: RE: Building permit

Good Afternoon,

What address is this for?

Best Regards,
Nicole Pechin
Zoning Board Secretary
Building Dept. Typist
845-786-2716 ext. 104
npechin@townofstonypoint.org

-----Original Message-----

From: Maryann Bulson <ladydancer1935@yahoo.com>

Sent: Saturday, September 3, 2022 2:15 PM

To: Amy Stamm <astamm@TownOfStonyPoint.org>

Subject: Building permit

I would like to request a refund of \$140.00 which was paid for a building permit. After serious consideration we decided to cancel the project the amount represents. The check # is 4429 and the date is 8/11/22. Respectfully submitted, Mary Ann Bulson .

Sent from my iPad

TOWN OF STONY POINT
BUILDING DEPARTMENT

74 EAST MAIN ST
STONY POINT, NY 10980
Ph. 845-786-2716 FAX 845-786- 5138

11

NOTICE OF HEARING

August 16, 2022

No. 2022-087

Section Block Lot # 20.06-2-74

Margaret Byrne
23 Brooks Dr.
Stony Point Ny 10980

RE: Order of Remedy

PLEASE TAKE NOTICE that you have failed to remedy the violation set forth in a Notice of Violation and Order to Remedy Violation dated **May 3rd, 2022** by the required compliance date. The premises located at **23 Brooks St, Stony Point NY 10980** designated as **Tax Map No. 20.06-2-74**, continues in violation of the NY STATE CODES 302.1 & 302.5

The failure to maintain property

In violation of **Chapter 161-5** of said laws.

PLEASE TAKE FURTHER NOTICE that the Town Board will hold a hearing on **September 13 at 7:00 P.M.**, at the Rho Building 5 Clubhouse Lane in the Town of Stony Point, at which time the Town Board will determine whether the aforesaid violation has been properly remedied and whether to order that corrective action be undertaken by the Town at your Expense. You have the right to appear with or without an attorney and have the right to present evidence and examine witnesses to contest the accuracy and validity of the violations noticed herein.

PLEASE TAKE FURTHER NOTICE that all costs incurred by the Town, including but not limited to costs of corrective action, attorney's fees and administrative costs, if not paid within thirty (30) days of notification, shall be a lien on the premises and shall be assessed against such premises and shall be levied and collected in the same manner as real property taxes.

David Holdampf, Code Enforcement Officer



23 - Brooks Dr.



23 - Brooks Dr.



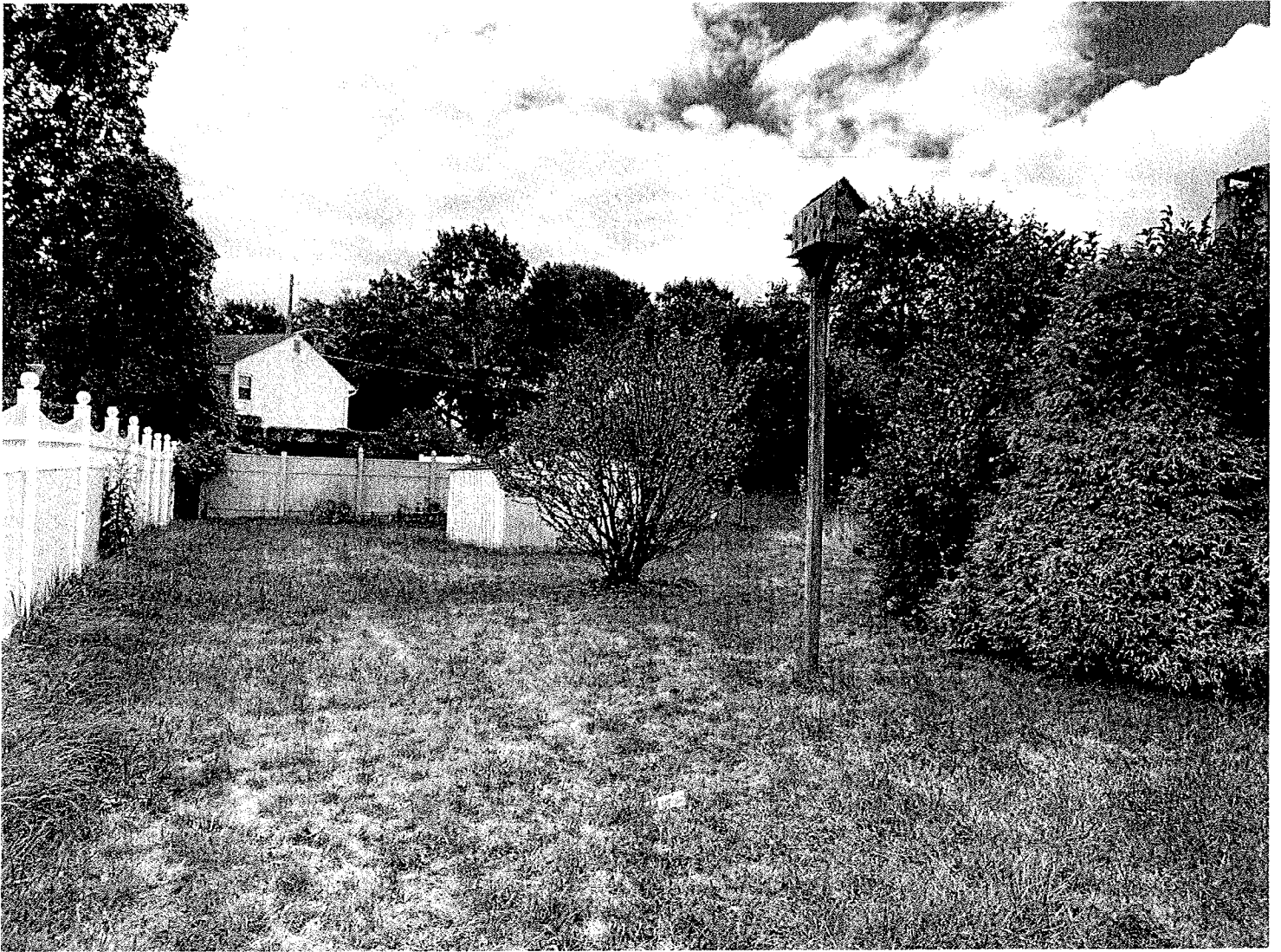
23-Brooks Dr.



23 - Brooks Dr.



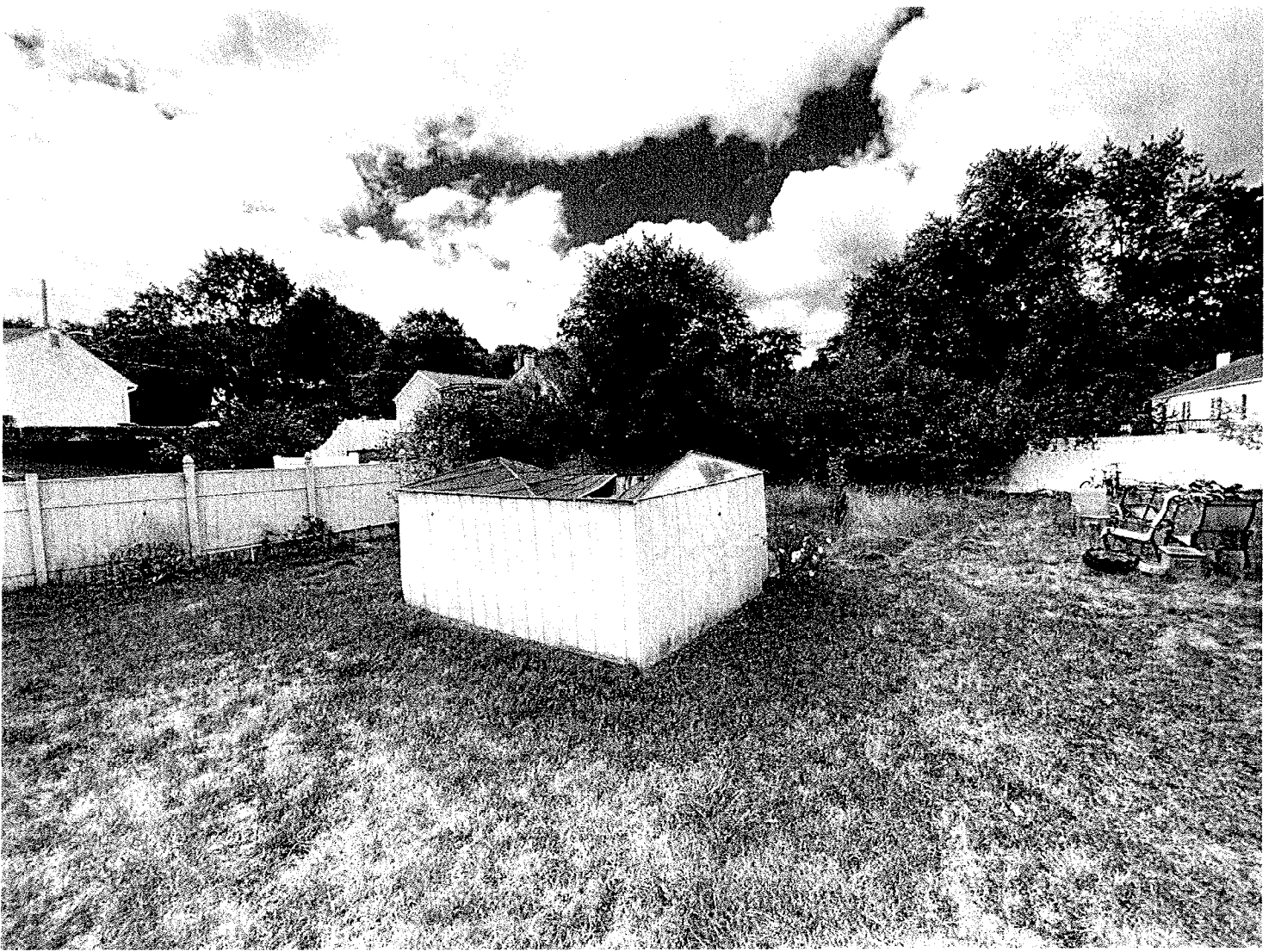
23 - Brooks Dr.



23-Brooks Dr.



23-Brooks Dr.



23-Brooks Dr.



Open to
weather +
animals

23-Brooks Dr.

* Suggestion *

Have Town push A/c into
house and close window

LIVING HOPE

F E L L O W S H I P

12
Route 9W · PO Box 82 · Tomkins Cove, NY 10986
Rev. Peter F. Brayda, Senior Pastor
www.liv:nghopeny.com · lh4him@optonline.net
Parsonage: 845-270-7560
Church and Fax: 845-786-5657

PO Box 82
Tomkins Cove, NY 10986

5/12/2022

Mr. Jim Monaghan and the Stony Point Town Board
74 East Main Street
Stony Point, Ny 10980

Re: Ethics Committee

Dear Mr. Supervisor and Stony Point Town Board,


Greetings in the precious name of our Lord and Savior Jesus Christ.

It is with sadness that I am writing to you to share that this year, I will not be available to sit on the Ethics Committee. My wife and I are retiring from Living Hope Fellowship Church after 33 wonderful years of ministry and will be moving out of the North Rockland area.

Serving on this Committee has been an honor for me, and I thank you all for the confidence you placed in me serving our community. My best guess is that I served on this Board for approximately 25 years. As I sat at my desk and reminisced over the years, I was overcome with gratitude for the many people who the committee helped and the numerous individuals I had the privilege in serving with. Some you may recall; Mary Ducharme, Richard Eggers, Bill Pinder, Bill Sherwood, the honorable Frank Phillips, and of course our very own, and precious Joan Skinner. Some of the issues we tackled were a little sticky to say the least, but by God's grace He always guided the committee in making the appropriate decisions.

For sure moving can be a bittersweet experience, and Mary and I are daily remembering our time serving our community. Though we were not local to the area, we feel as though the Stony Point area and Tomkins Cove has become our home. That being said, we will miss this town and its wonderful people. We are confident that God will continue to meet the needs of Stony Point as you all look to Him for guidance and direction. You all will remain in my prayers. God bless you all.

In His Grip,


Rev. Peter F. Brayda, Pastor.

#12 & 13

ETHICS BOARD
3 Member Board
3 Year Term
Updated 12/2019

- Peter Brayda – Re-appointment will expire in June 2021
- Joan Skinner – Re-appointment will expire June 2022
- John Frawley – Re-appointment; will expire June 2020

#14

Appoint Planning Board Member