

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

*Supervisor  
Monaghan*



Megan Carey, Town Clerk  
Holli Finn, Deputy Town Clerk

**STONY POINT TOWN BOARD**

**Agenda**

**7:00PM**

**September 27, 2022**

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

Continued Public Hearing-RRBR

1. Accept 2023 Tentative Budget
2. Set Public Hearing-2023 Preliminary Budget
3. Re-Appoint Ethics Board Member
4. Adopt Bond Resolution-Patriot Hills Clubhouse
5. Adopt Bond Resolution-Police Radio Console
6. Adopt Bond Resolution-Highway/Sewer Equipment
7. Approve Building Permit Refund
8. Property Maintenance-13 Waldron Drive
9. Authorize Supervisor to Sign CSX Agreement
10. Authorize Supervisor to Sign Natural Gas Agreement
11. Authorizing Legal Services by Special Counsel for Extreme Risk Protective Order (ERPO) Hearings

Executive Session - If Necessary

# Continued Public Hearing-RRBR

#1

# Accept 2023 Tentative Budget

#2

Set Public Hearing-  
2023 Preliminary  
Budget  
October 25, 2022

#3

**Re-Appoint Ethics  
Board Member-  
Joan Skinner**

Megan Carey

#4,5 & 6

**From:** Alex Neubert <aneubert@HarrisBeach.com>  
**Sent:** Monday, September 26, 2022 11:09 AM  
**To:** Gregg Smith; Megan Carey  
**Cc:** Jeffrey E. Storch; Janet Morley; bnugent@fnmlawfirm.com; shannond@fnmlawfirm.com  
**Subject:** Town of Stony Point Resolution - WWTP  
**Attachments:** 2022 202-b Res to set Public Hearing (Stony Point T) Sewer District No. 2 Clarifiers (4853-6198-9172 2).doc

**Importance:** High

Good Morning Gregg,  
Attached is a proposed form of the resolution for consideration by the Town Board (the "Board") at their meeting on September 27th relating to proposed improvements to be undertaken by the Town relating to the Town's WWTP Project. The resolution calls for a public hearing to be held on October 11th at which time the public will have an opportunity to comment on the proposed project.

Also included within the attached Word file is the form of Public Hearing Notice for posting and publication purposes along with a form of affidavit for the Town Clerk to use.

Assuming the resolution is adopted by the Board tomorrow evening, in accordance with Section 202-b of the Town Law, the Public Notice must be (1) posted on the Town's bulletin board; (2) posted on the Town's website and (3) published at least once in the Town's official newspaper not less than ten (10) nor more than twenty (20) days before the day set for the hearing. Therefore, as the hearing has been scheduled for October 11th, **the Public Notice must be posted and published at least once between today and October 1st.**

Following the public hearing on October 11th, the Town Board will then consider subsequent resolutions which our firm will prepare and deliver prior that meeting.

As soon as your able to do so, we would request that the Town Clerk forward to my attention (i) the certified copy of the resolution, as adopted, with voting results, (ii) the affidavit of publication of the Notice along with a copy of the newspaper tear sheet and (iii) the affidavit of posting.

If you have any questions regarding either of the enclosed items or the procedures by which the resolution must be adopted, please do not hesitate to contact Jeff Storch or myself at (585) 419-8800.

Thank you,  
Alex

**Alex Neubert**  
Paralegal

99 Garnsey Road  
Pittsford, NY 14534  
585.419.8705 Direct  
585.419.8801 Fax  
585.419.8800 Main



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**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK CALLING FOR A PUBLIC HEARING IN ACCORDANCE WITH SECTION 202-b OF THE TOWN LAW WITH RESPECT TO CERTAIN IMPROVEMENTS TO TOWN OF STONY POINT SEWER DISTRICT NO. 2 FACILITIES**

WHEREAS, the Town Board (the "Town Board") of the Town of Stony Point (the "Town") is considering authorizing certain improvements to the facilities serving Town of Stony Point Sewer District No. 2, consisting of the replacement, acquisition, and installation of the following improvements to the Town's Wastewater Treatment Plant: two (2) center feed circular clarifiers, a return activated sludge well, and ductile iron piping, including all appurtenant and related facilities related to the foregoing, and including site improvements, original furnishings, equipment, machinery, apparatus and other improvements incidental thereto (collectively, the "Project"), and

WHEREAS, the Town Board has been advised by Pitingaro & Doetsch Consulting Engineers, P.C., the Town's engineers, that the estimated maximum cost of undertaking the Project is \$2,600,000; and

WHEREAS, the Town Board now intends to conduct a public hearing in accordance with Section 202-b of the Town Law with respect to undertaking the Project at such estimated maximum cost.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board a follows:

Section 1. A public hearing shall be held at a public meeting of the Town Board to be held on October 11, 2022 at 7:00 p.m. at the Town of Stony Point Town Hall, 74 East Main Street, Stony Point, New York 10980, to consider if it is in the public interest to undertake the Project at an estimated maximum cost of \$2,600,000 and to hear all persons interested in the subject matter thereof.

Section 2. The Town Clerk is hereby directed to cause notice of such public hearing to be published in the *Rockland County Times* and posted on the Town Bulletin Board at 74 East Main Street, Stony Point, New York, 10980 in the manner prescribed by Section 193 of Town Law.

Section 3. This 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:

AYES:            NAYS:

Councilmember Paul Joachim  
Councilmember Todd Rose  
Councilmember Mike Puccio  
Councilmember Keith Williams  
Town Supervisor Jim Monaghan

The resolution was thereupon declared duly adopted by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

Dated: September 27, 2022



**NOTICE OF PUBLIC HEARING  
TOWN OF STONY POINT SEWER DISTRICT NO. 2 IMPROVEMENTS**

**PLEASE TAKE NOTICE** that the Town Board of the Town of Stony Point, Rockland County, New York, by resolution dated September 27, 2022, ordered that a public hearing be conducted at a meeting of said Town Board to be held on October 11, 2022 at 7:00 p.m. at the Town Hall, 74 East Main Street, Stony Point, New York 10980 to consider whether it is in the public interest to approve the hereinafter described project:

The Town Board is considering authorizing certain improvements to the facilities serving Town of Stony Point Sewer District No. 2, consisting of the replacement, acquisition, and installation of the following improvements to the Town's Wastewater Treatment Plant: two (2) center feed circular clarifiers, a return activated sludge well, and ductile iron piping, including all appurtenant and related facilities related to the foregoing, and including site improvements, original furnishings, equipment, machinery, apparatus and other improvements incidental thereto, at an estimated maximum cost of \$2,600,000.

All persons interested in the aforementioned project, and the subject matter thereof, are invited to attend.

Megan Carey, Town Clerk  
Dated: September 27, 2022

**AFFIDAVIT REGARDING POSTING OF NOTICE**

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

I, Megan Carey, being duly sworn, deposes and says:

I am over the age of 18 years; and, on [September/October] \_\_\_\_, 2022, I posted a true and correct copies of the attached Notice of Public Hearing of the Town of Stony Point, Rockland County (the "Town") on the Town's official bulletin board located within the Town Hall and on the Town's website.

**TOWN OF STONY POINT**

By: \_\_\_\_\_  
Megan Carey, Town Clerk

[SEAL]

## Megan Carey

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**From:** Alex Neubert <aneubert@HarrisBeach.com>  
**Sent:** Thursday, September 22, 2022 2:04 PM  
**To:** Gregg Smith; Megan Carey  
**Cc:** Jeffrey E. Storch; Janet Morley  
**Subject:** Town of Stony Point Bond Resolutions  
**Attachments:** 2022 Bond Res PR (Stony Point T) Patriot Hills Clubhouse - 15 yr PPU (4867-6350-0595 1).docx; 2022 Bond Res PR (Stony Point T) Police Radio Console - 10 yr PPU (4868-6036-2803 2).docx; 2022 Bond Res PR (Stony Point T) Vactor Truck - 15 yr PPU (4884-3034-2451 1).docx

Gregg,

As requested, attached are proposed forms of Bond Resolutions for consideration by the Town of Stony Point Town Board (the "Board") at their meeting on September 27<sup>th</sup>. The first resolution authorizes the issuance of up to \$570,000 in serial bonds to finance the acquisition of a Vactor truck for use by the Town's Highway and Sewer Departments. The second resolution authorizes the issuance of up to \$150,000 in serial bonds to finance the acquisition of police base radio console. The third resolution authorizes the issuance of up to \$1,042,150 in serial bonds to finance certain upgrades and renovations to the Patriot Hills Clubhouse.

All three resolutions must be approved by a vote of at least two-thirds of the Board members. Therefore, in order to satisfy this requirement, at least four members of the five-member Board must be present and make an affirmative vote on each resolution. Without this, the bond resolution will not become effective.

Since the final maturity date for the bonds to be issued for each project will be in excess of five (5) years, each resolution is subject to a permissive referendum in accordance with the procedures outlined in the Town Law. As such, also enclosed within each of the attached Word files (following the Bond Resolution) are the following materials:

1. the Public Notice (following the Clerk's certification page);
2. the Affidavit regarding Posting of Notice;
3. the Certificate of No Protest; and
4. the Estoppel Notice.

Within ten (10) days following the adoption of each Bond Resolution (before Friday, October 7th), each Public Notice must be published in the Town's official newspaper for legal publication purposes. In addition, a copy of each Public Notice must be posted on the Town's official bulletin board located within the Town Hall and on the Town's website. The Town Clerk should complete each Affidavit regarding Posting of Notice.

Assuming that a qualifying petition is not submitted to the Town Clerk within 30 days of the adoption of either resolution requesting that a referendum be held, then each resolution will become effective at the close of such 30-day period (in this case, on October 27<sup>th</sup>). At that time, the Town Clerk should sign, seal and date each Certificate of No Protest. (If a qualifying petition is submitted, please contact our office.)

Also, at this time, each Estoppel Notice must be published once in the Town's official newspaper. Each Estoppel Notice should be forwarded to the Town's newspaper in exactly the form attached herein. After twenty (20) days have elapsed from the date of publication of each Estoppel Notice, the Town can proceed with the issuance of either bonds or bond anticipation notes for the projects authorized.

After each Bond Resolution has been adopted and becomes effective, please forward the following items to my attention: (i) certified copies of each Bond Resolution, as adopted, (ii) the newspaper's affidavits of publication for the Public Notice along with the newspaper clippings, (iii) executed originals of the Affidavits regarding Posting of Notice, (iv) executed originals of the Certificates of No Protest, and (v) the newspaper's affidavits of publication of the Estoppel Notices along with the newspaper clippings.

As you are aware, there is a **fourth project** for which the Town Board will be required to take action on next Tuesday. That resolution will call for a public hearing to be held on October 11<sup>th</sup> to allow the public an opportunity to

comment on the proposed improvements to the Town's Sewer District No. 2. This resolution will be delivered to the Town separately.

If you have any questions or require any additional information, please do not hesitate to contact me.

Thank you,  
Alex

**Alex Neubert**  
Paralegal

99 Garnsey Road  
Pittsford, NY 14534  
585.419.8705 Direct  
585.419.8801 Fax  
585.419.8800 Main



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**Statement of Confidentiality**

This electronic message may contain privileged or confidential information. If you are not the intended recipient of this e-mail, please delete it from your system and advise the sender.

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING CERTAIN IMPROVEMENTS TO THE TOWN'S MUNICIPAL GOLF COURSE; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$1,042,150; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$1,042,150 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

WHEREAS, the Town Board (the "Board") the Town of Stony Point, Rockland County, New York (the "Town") proposes to authorize the issuance of \$1,042,150 in serial bonds of the Town to finance certain improvements to the Town's Municipal Golf Course (the "Project"), at an estimated maximum cost of \$1,042,150; and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (the "Town Board") of the Town of Stony Point, Rockland County, New York (the "Issuer" or the "Town") (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Town is hereby authorized to undertake certain improvements to the Town's Municipal Golf Course consisting of the reconstruction of portions of the Patriot Hills Clubhouse. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is \$1,042,150, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$1,042,150 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 2. Serial bonds of the Town in the principal amount of \$1,042,150 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the aforementioned class of object or purpose.

SECTION 3. It is hereby determined that the period of probable usefulness of the aforementioned class of object or purpose is fifteen (15) years, pursuant to subdivision 12(a)(2). of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall

constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town (the "Town Supervisor"). Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for the class of object or purpose authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for one or more object or purpose authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Town Supervisor is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Town Board hereby determines that the actions authorized by this resolution and the adoption hereof collectively constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. Pursuant to subdivision b. of Section 35.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article 7 of the Town Law of the State of New York (the "Town Law"). The Town Clerk is hereby authorized and directed, within ten (10) days after the date of adoption of this resolution, to publish and post a notice satisfying the requirements of Section 90 of the Town Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Town for such purpose.

SECTION 13. This resolution shall take effect thirty (30) days after the date of its adoption or, if within such thirty (30) day period there is filed with the Town Clerk a petition subscribed and acknowledged by the number of qualified electors of the Town required by Section 91 of the Town Law and in the manner specified in such Section, until approved by the affirmative vote of a majority of such qualified electors voting on a proposition for its approval.

SECTION 14. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 15. Upon this resolution becoming effective, the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk substantially the form provided in Section 81.00 of the Law.

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

AYE

NAY

Councilmember Paul Joachim  
Councilmember Todd Rose  
Councilmember Mike Puccio  
Councilmember Keith Williams  
Town Supervisor Jim Monaghan

The resolution was thereupon declared duly adopted by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

Date: September 27, 2022



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

I, the undersigned Town Clerk of the Town of Stony Point, Rockland County, New York (the "Town") DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Town Clerk of the Town and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board of the Town was held on September 27, 2022 (the "Meeting"), and minutes of said Meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Town Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at the Meeting of the Town Board held on September 27, 2022 and entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING CERTAIN IMPROVEMENTS TO THE TOWN'S MUNICIPAL GOLF COURSE; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$1,042,150; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$1,042,150 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

4. That the Meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of the Meeting was given. A legal quorum of members of the Town Board was present throughout the Meeting, and a legally sufficient number of members (2/3's of the Town Board) voted in the proper manner for the adoption of the Bond Resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to the Meeting and the adoption of the Bond Resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of the Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of the Town Board had due notice of the Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Stony Point this 27<sup>th</sup> day of September, 2022.

**TOWN OF STONY POINT**

[SEAL]

By: \_\_\_\_\_  
Megan Carey, Town Clerk

**PUBLIC NOTICE  
TOWN OF STONY POINT**

**NOTICE IS GIVEN**, that the Town Board (the “Town Board”) of the Town of Stony Point, Rockland County, New York (the “Town”), at a regular meeting held on September 27, 2022, duly adopted, subject to a permissive referendum, a resolution, an abstract of which is as follows below.

In accordance with Article 7 of the New York State Town Law, such bond resolution will take effect thirty (30) days after the date of its adoption, unless prior to the close of such thirty-day period there is filed with the Town Clerk a petition, subscribed and acknowledged by that number of electors of the Town qualified to vote upon a proposition to raise or expend money equal to at least five percent (5%) of the total vote cast for governor in the Town in the last general election for state officers, but which number of electors shall not be less than 100, protesting against such resolution and requesting that it be submitted for approval or disapproval by the qualified electors of the Town. If such a qualifying petition is filed, a proposition for approval of the resolution shall be submitted at a general or special Town election in accordance with Article 7 of Town Law.

Such Resolution was entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING CERTAIN IMPROVEMENTS TO THE TOWN’S MUNICIPAL GOLF COURSE; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$1,042,150; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$1,042,150 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

1. The resolution authorized the Town to undertake certain improvements to the Town’s Municipal Golf Course consisting of the reconstruction of portions of the Patriot Hills Clubhouse. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is \$1,042,150, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$1,042,150 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

2. Serial bonds of the Town (including, without limitation, statutory installment bonds) in the principal amount of \$1,042,150 are authorized to be issued pursuant to the

provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance said appropriation.

3. It was determined that the period of probable usefulness of the aforementioned class of object or purpose is fifteen (15) years, pursuant to subdivision 12(a)(2). of paragraph a. of Section 11.00 of the Law.

4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is authorized pursuant to Section 165.10 of the Law, for the capital purposes described in the resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by Section 1 of the resolution. The resolution shall constitute a declaration of "official intent" to reimburse the expenditures authorized by the resolution with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to the resolution.

6. Each of the serial bonds authorized by the resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

7. The Town Board delegated to the Town Supervisor of the Town the powers and duties of the Town Board relative to authorizing the issuance of said bonds, and any bond anticipation notes including renewals thereof, issued in anticipation of said bonds and prescribing the terms, form and content thereof.

8. The Town Supervisor was further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by the resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by the resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

9. The Town Supervisor was further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by

the resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

10. The Town Board determined that the actions authorized by the resolution and the adoption thereof collectively constitute a “Type II” action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, “SEQRA”) and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of the resolution.

11. The bond resolution was determined to be subject to permissive referendum.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF STONY POINT,  
ROCKLAND COUNTY, NEW YORK.

Dated: September 27, 2022

**AFFIDAVIT REGARDING POSTING NOTICE**

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

I, Megan Carey, being duly sworn, deposes and says:

I am over the age of 18 years; and, on September \_\_\_\_, 2022, I posted a true and correct copy of the attached Public Notice of the Town of Stony Point, Rockland County, New York (the “Town”) on the Town’s official bulletin board located within the Town Hall and on the Town’s website.

**TOWN OF STONY POINT**

By: \_\_\_\_\_  
Megan Carey, Town Clerk

Sworn before me this \_\_\_\_ day of September, 2022

\_\_\_\_\_  
Notary Public, State of New York

**CERTIFICATE OF NO PROTEST**

I, Megan Carey, in my capacity as Town Clerk of the Town of Stony Point, Rockland County, New York (the "Town"), DO HEREBY CERTIFY, as follows:

1. The Town Board of the Town at a meeting thereof duly called and held on September 27, 2022, adopted a Bond Resolution, a true, correct and certified copy which is attached hereto.

2. No petition or petitions protesting said resolution have been submitted or filed with the Town Clerk of the Town and the 30-day period has elapsed for submission and filing of a valid petition.

IN WITNESS WHEREOF, I have signed and affixed the corporate seal of the Town this \_\_\_\_ day of October, 2022.

**TOWN OF STONY POINT**

[SEAL]

By: \_\_\_\_\_  
Megan Carey, Town Clerk

## ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on September 27, 2022 by the Town Board of the Town of Stony Point, Rockland County, New York, and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Stony Point is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Megan Carey, Town Clerk  
Town of Stony Point

### SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Town Board of the Town of Stony Point on September 27, 2022.

1. The resolution is entitled “BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING CERTAIN IMPROVEMENTS TO THE TOWN’S MUNICIPAL GOLF COURSE; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$1,042,150; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$1,042,150 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION”.

2. Object or Purpose: certain improvements to the Town’s Municipal Golf Course consisting of the reconstruction of portions of the Patriot Hills Clubhouse.

3. Period of Probable Usefulness: 15 years.

4. Amount of Debt Obligations Authorized: \$1,042,150.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Town Clerk, Town of Stony Point Town Hall, 74 East Main Street, Stony Point, New York 10980.

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ACQUISITION OF COMMUNICATION EQUIPMENT FOR USE BY THE POLICE DEPARTMENT; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$150,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$150,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

WHEREAS, the Town Board (the "Board") the Town of Stony Point, Rockland County, New York (the "Town") proposes to authorize the issuance of \$150,000 in serial bonds of the Town to finance the acquisition of communication equipment for use by the Police Department (the "Project"), at an estimated maximum cost of \$150,000; and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (the "Town Board") of the Town of Stony Point, Rockland County, New York (the "Issuer" or the "Town") (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Town is hereby authorized to undertake the acquisition of communication equipment for use by the Police Department consisting of a police base radio console. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is \$150,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$150,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 2. Serial bonds of the Town in the principal amount of \$150,000 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the aforementioned class of object or purpose.

SECTION 3. It is hereby determined that the period of probable usefulness of the aforementioned class of object or purpose is ten (10) years, pursuant to subdivision 25. of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes described in this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall



constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town (the "Town Supervisor"). Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for the class of object or purpose authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for one or more object or purpose authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Town Supervisor is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Town Board hereby determines that the actions authorized by this resolution and the adoption hereof collectively constitute a "Type II" action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, "SEQRA") and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. Pursuant to subdivision b. of Section 35.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article 7 of the Town Law of the State of New York (the "Town Law"). The Town Clerk is hereby authorized and directed, within ten (10) days after the date of adoption of this resolution, to publish and post a notice satisfying the requirements of Section 90 of the Town Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Town for such purpose.

SECTION 13. This resolution shall take effect thirty (30) days after the date of its adoption or, if within such thirty (30) day period there is filed with the Town Clerk a petition subscribed and acknowledged by the number of qualified electors of the Town required by Section 91 of the Town Law and in the manner specified in such Section, until approved by the affirmative vote of a majority of such qualified electors voting on a proposition for its approval.

SECTION 14. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 15. Upon this resolution becoming effective, the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk substantially the form provided in Section 81.00 of the Law.

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

AYE

NAY

Councilmember Paul Joachim  
Councilmember Todd Rose  
Councilmember Mike Puccio  
Councilmember Keith Williams  
Town Supervisor Jim Monaghan

The resolution was thereupon declared duly adopted by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

Date: September 27, 2022

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

I, the undersigned Town Clerk of the Town of Stony Point, Rockland County, New York (the "Town") DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Town Clerk of the Town and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board of the Town was held on September 27, 2022 (the "Meeting"), and minutes of said Meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Town Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at the Meeting of the Town Board held on September 27, 2022 and entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ACQUISITION OF COMMUNICATION EQUIPMENT FOR USE BY THE POLICE DEPARTMENT; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$150,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$150,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

4. That the Meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of the Meeting was given. A legal quorum of members of the Town Board was present throughout the Meeting, and a legally sufficient number of members (2/3's of the Town Board) voted in the proper manner for the adoption of the Bond Resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to the Meeting and the adoption of the Bond Resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of the Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of the Town Board had due notice of the Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Stony Point this 27<sup>th</sup> day of September, 2022.

**TOWN OF STONY POINT**

[SEAL]

By: \_\_\_\_\_  
Megan Carey, Town Clerk

**PUBLIC NOTICE  
TOWN OF STONY POINT**

**NOTICE IS GIVEN**, that the Town Board (the “Town Board”) of the Town of Stony Point, Rockland County, New York (the “Town”), at a regular meeting held on September 27, 2022, duly adopted, subject to a permissive referendum, a resolution, an abstract of which is as follows below.

In accordance with Article 7 of the New York State Town Law, such bond resolution will take effect thirty (30) days after the date of its adoption, unless prior to the close of such thirty-day period there is filed with the Town Clerk a petition, subscribed and acknowledged by that number of electors of the Town qualified to vote upon a proposition to raise or expend money equal to at least five percent (5%) of the total vote cast for governor in the Town in the last general election for state officers, but which number of electors shall not be less than 100, protesting against such resolution and requesting that it be submitted for approval or disapproval by the qualified electors of the Town. If such a qualifying petition is filed, a proposition for approval of the resolution shall be submitted at a general or special Town election in accordance with Article 7 of Town Law.

Such Resolution was entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ACQUISITION OF COMMUNICATION EQUIPMENT FOR USE BY THE POLICE DEPARTMENT; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$150,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$150,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

1. The resolution authorized the Town to undertake the acquisition of equipment for use by the Police Department consisting of a police base radio console. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is \$150,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$150,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

2. Serial bonds of the Town (including, without limitation, statutory installment bonds) in the principal amount of \$150,000 are authorized to be issued pursuant to the provisions

of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance said appropriation.

3. It was determined that the period of probable usefulness of the aforementioned class of object or purpose is ten (10) years, pursuant to subdivision 25. of paragraph a. of Section 11.00 of the Law.

4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is authorized pursuant to Section 165.10 of the Law, for the capital purposes described in the resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by Section 1 of the resolution. The resolution shall constitute a declaration of "official intent" to reimburse the expenditures authorized by the resolution with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to the resolution.

6. Each of the serial bonds authorized by the resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

7. The Town Board delegated to the Town Supervisor of the Town the powers and duties of the Town Board relative to authorizing the issuance of said bonds, and any bond anticipation notes including renewals thereof, issued in anticipation of said bonds and prescribing the terms, form and content thereof.

8. The Town Supervisor was further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by the resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by the resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

9. The Town Supervisor was further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by

the resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

10. The Town Board determined that the actions authorized by the resolution and the adoption thereof collectively constitute a “Type II” action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, “SEQRA”) and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of the resolution.

11. The bond resolution was determined to be subject to permissive referendum.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF STONY POINT,  
ROCKLAND COUNTY, NEW YORK.

Dated: September 27, 2022

**AFFIDAVIT REGARDING POSTING NOTICE**

STATE OF NEW YORK     )  
COUNTY OF ROCKLAND ) ss:

I, Megan Carey, being duly sworn, deposes and says:

I am over the age of 18 years; and, on September \_\_\_\_, 2022, I posted a true and correct copy of the attached Public Notice of the Town of Stony Point, Rockland County, New York (the “Town”) on the Town’s official bulletin board located within the Town Hall and on the Town’s website.

**TOWN OF STONY POINT**

By: \_\_\_\_\_  
Megan Carey, Town Clerk

Sworn before me this \_\_\_\_ day of September, 2022

\_\_\_\_\_  
Notary Public, State of New York



**CERTIFICATE OF NO PROTEST**

I, Megan Carey, in my capacity as Town Clerk of the Town of Stony Point, Rockland County, New York (the "Town"), DO HEREBY CERTIFY, as follows:

1. The Town Board of the Town at a meeting thereof duly called and held on September 27, 2022, adopted a Bond Resolution, a true, correct and certified copy which is attached hereto.

2. No petition or petitions protesting said resolution have been submitted or filed with the Town Clerk of the Town and the 30-day period has elapsed for submission and filing of a valid petition.

IN WITNESS WHEREOF, I have signed and affixed the corporate seal of the Town this \_\_\_\_ day of October, 2022.

**TOWN OF STONY POINT**

[SEAL]

By: \_\_\_\_\_  
Megan Carey, Town Clerk

## ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on September 27, 2022 by the Town Board of the Town of Stony Point, Rockland County, New York, and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Stony Point is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Megan Carey, Town Clerk  
Town of Stony Point

### SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Town Board of the Town of Stony Point on September 27, 2022.

1. The resolution is entitled “BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ACQUISITION OF COMMUNICATION EQUIPMENT FOR USE BY THE POLICE DEPARTMENT; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$150,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$150,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION”.

2. Object or Purpose: the acquisition of communication equipment for use by the Police Department consisting of a police base radio console.

3. Period of Probable Usefulness: 10 years.

4. Amount of Debt Obligations Authorized: \$150,000.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Town Clerk, Town of Stony Point Town Hall, 74 East Main Street, Stony Point, New York 10980.

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ACQUISITION OF MACHINERY AND APPARATUS FOR USE BY THE TOWN; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$570,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$570,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

WHEREAS, the Town Board (the "Board") the Town of Stony Point, Rockland County, New York (the "Town") proposes to authorize the issuance of \$570,000 in serial bonds of the Town to finance the acquisition of machinery and apparatus for use by the Town (the "Project"), at an estimated maximum cost of \$570,000; and

WHEREAS, the Board now wishes to appropriate funds for the Project and to authorize the issuance of the Town's serial bonds and bond anticipation notes to be issued to finance the aforementioned specific object or purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board (the "Town Board") of the Town of Stony Point, Rockland County, New York (the "Issuer" or the "Town") (by the favorable vote of not less than two-thirds of all the members of such body), as follows:

SECTION 1. The Town is hereby authorized to undertake the acquisition of machinery and apparatus consisting of (i) one (1) Vactor truck for use by the Town's Highway Department and Sewer Department; and (ii) camera equipment to be retrofitted on an existing piece of machinery in use by the Town's Sewer Department. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is \$570,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$570,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

SECTION 2. Serial bonds of the Town in the principal amount of \$570,000 are hereby authorized to be issued pursuant to provisions of Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance the aforementioned class of object or purpose.

SECTION 3. It is hereby determined that the period of probable usefulness of the aforementioned class of object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law.

SECTION 4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is hereby authorized pursuant to Section 165.10 of the Law, for the capital purposes

described in this resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by this resolution. This resolution shall constitute a declaration of official intent to reimburse the expenditures authorized herein with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

SECTION 5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to this resolution.

SECTION 6. Each of the serial bonds authorized by this resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

SECTION 7. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of serial bonds and bond anticipation notes or the renewals of said obligations and of Sections 21.00, 50.00, 54.90, 56.00 through 60.00, 62.10 and 63.00 of the Law, the powers and duties of the Town Board relative to authorizing serial bonds and bond anticipation notes and prescribing terms, form and contents as to the sale and issuance of bonds herein authorized, including without limitation the determination of whether to issue bonds having substantially level or declining debt service and all matters related thereto, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, are hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town (the "Town Supervisor"). Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of Local Finance Law. Further, pursuant to paragraph b. of Section 11.00 of the Law, in the event that bonds to be issued for the class of object or purpose authorized by this resolution are combined for sale, pursuant to paragraph c. of Section 57.00 of the Law, with bonds to be issued for one or more object or purpose authorized by other resolutions of the Board, then the power of the Board to determine the "weighted average period of probable usefulness" (within the meaning of paragraph a. of Section 11.00 of the Law) for such combined objects or purposes is hereby delegated to the Town Supervisor, as the chief fiscal officer of the Town.

SECTION 8. The Town Supervisor is hereby further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized

by this resolution and any notes issued in anticipation thereof, if applicable, as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

SECTION 9. The Town Supervisor is further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by this resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 10. The Town Board hereby determines that the actions authorized by this resolution and the adoption hereof collectively constitute a “Type II” action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, “SEQRA”) and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of this resolution.

SECTION 11. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements and instruments, or to do any similar acts necessary to affect the issuance of the aforesaid serial bonds or bond anticipation notes without resorting to further action of the Board.

SECTION 12. Pursuant to subdivision b. of Section 35.00 of the Law, this resolution is subject to a permissive referendum in the manner prescribed by Article 7 of the Town Law of the State of New York (the “Town Law”). The Town Clerk is hereby authorized and directed, within ten (10) days after the date of adoption of this resolution, to publish and post a notice satisfying the requirements of Section 90 of the Town Law, which shall set forth the date of adoption of this resolution, shall contain an abstract hereof, and shall specify that this resolution was adopted subject to a permissive referendum. Such notice shall be published in the official newspaper of the Town for such purpose.

SECTION 13. This resolution shall take effect thirty (30) days after the date of its adoption or, if within such thirty (30) day period there is filed with the Town Clerk a petition subscribed and acknowledged by the number of qualified electors of the Town required by Section 91 of the Town Law and in the manner specified in such Section, until approved by the affirmative vote of a majority of such qualified electors voting on a proposition for its approval.

SECTION 14. The validity of the bonds authorized by this resolution and of any bond anticipation notes issued in anticipation of said bonds may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money; or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution.

SECTION 15. Upon this resolution becoming effective, the Town Clerk is hereby authorized and directed to cause a copy of this resolution, or a summary thereof, to be published, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the official newspaper(s) of the Town for such purpose, together with a notice of the Town Clerk substantially the form provided in Section 81.00 of the Law.

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

AYE

NAY

Councilmember Paul Joachim  
Councilmember Todd Rose  
Councilmember Mike Puccio  
Councilmember Keith Williams  
Town Supervisor Jim Monaghan

The resolution was thereupon declared duly adopted by a vote of \_\_\_\_ ayes and \_\_\_\_ nays.

Date: September 27, 2022

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

I, the undersigned Town Clerk of the Town of Stony Point, Rockland County, New York (the "Town") DO HEREBY CERTIFY as follows:

1. I am the duly qualified and acting Town Clerk of the Town and the custodian of the records of the Town, including the minutes of the proceedings of the Town Board, and am duly authorized to execute this certificate.

2. A regular meeting of the Town Board of the Town was held on September 27, 2022 (the "Meeting"), and minutes of said Meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of meetings of said Town Board.

3. Attached hereto is a true and correct copy of a Bond Resolution duly adopted at the Meeting of the Town Board held on September 27, 2022 and entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE "TOWN"), AUTHORIZING THE ACQUISITION OF MACHINERY AND APPARATUS FOR USE BY THE TOWN; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$570,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$570,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

4. That the Meeting was duly convened and held and that said Bond Resolution was duly adopted in all respects in accordance with the law and regulations of the Town. To the extent required by law or said regulations, due and proper notice of the Meeting was given. A legal quorum of members of the Town Board was present throughout the Meeting, and a legally sufficient number of members (2/3's of the Town Board) voted in the proper manner for the adoption of the Bond Resolution. All other requirements and proceedings under the law, said regulations, or otherwise, incident to the Meeting and the adoption of the Bond Resolution, including the publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. Public Notice of the time and place of the Meeting was duly posted and duly given to the public and the news media in accordance with the Open Meetings Law, constituting Chapter 511 of the Laws of 1976 of the State of New York, and that all members of the Town Board had due notice of the Meeting and that the Meeting was in all respects duly held and a quorum was present and acted throughout.

6. The seal appearing below constitutes the official seal of the Town and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the corporate seal of the Town of Stony Point this 27<sup>th</sup> day of September, 2022.

**TOWN OF STONY POINT**

[SEAL]

By: \_\_\_\_\_

Megan Carey, Town Clerk

**PUBLIC NOTICE  
TOWN OF STONY POINT**

**NOTICE IS GIVEN**, that the Town Board (the “Town Board”) of the Town of Stony Point, Rockland County, New York (the “Town”), at a regular meeting held on September 27, 2022, duly adopted, subject to a permissive referendum, a resolution, an abstract of which is as follows below.

In accordance with Article 7 of the New York State Town Law, such bond resolution will take effect thirty (30) days after the date of its adoption, unless prior to the close of such thirty-day period there is filed with the Town Clerk a petition, subscribed and acknowledged by that number of electors of the Town qualified to vote upon a proposition to raise or expend money equal to at least five percent (5%) of the total vote cast for governor in the Town in the last general election for state officers, but which number of electors shall not be less than 100, protesting against such resolution and requesting that it be submitted for approval or disapproval by the qualified electors of the Town. If such a qualifying petition is filed, a proposition for approval of the resolution shall be submitted at a general or special Town election in accordance with Article 7 of Town Law.

Such Resolution was entitled:

**BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ACQUISITION OF MACHINERY AND APPARATUS FOR USE BY THE TOWN; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$570,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$570,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION**

an abstract of such bond resolution, concisely stating the purpose and effect thereof, being as follows:

1. The resolution authorized the Town to undertake the acquisition of machinery and apparatus consisting of (i) one (1) Vactor truck for use by the Town’s Highway Department and Sewer Department; and (ii) camera equipment to be retrofitted on an existing piece of machinery in use by the Town’s Sewer Department. It is hereby determined that the maximum estimated cost of the aforementioned class of object or purpose is \$570,000, said amount is hereby appropriated therefor and the plan for the financing thereof shall consist of (i) the issuance of the \$570,000 in serial bonds of the Town authorized to be issued pursuant to this resolution or bond anticipation notes issued in anticipation of such bonds, and (ii) unless paid from other sources, the levy and collection of taxes on all taxable real property of the Town to pay the principal of such bonds or notes and the interest thereon as the same become due and payable.

2. Serial bonds of the Town (including, without limitation, statutory installment bonds) in the principal amount of \$570,000 are authorized to be issued pursuant to the provisions



of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (the "Law") to finance said appropriation.

3. It was determined that the period of probable usefulness of the aforementioned class of object or purpose is fifteen (15) years, pursuant to subdivision 28. of paragraph a. of Section 11.00 of the Law.

4. The temporary use of available funds of the Town, not immediately required for the purpose or purposes for which the same were borrowed, raised or otherwise created, is authorized pursuant to Section 165.10 of the Law, for the capital purposes described in the resolution. The Town shall reimburse such expenditures with the proceeds of the bonds or bond anticipation notes authorized by Section 1 of the resolution. The resolution shall constitute a declaration of "official intent" to reimburse the expenditures authorized by the resolution with the proceeds of the bonds and bond anticipation notes authorized herein, as required by United States Treasury Regulations Section 1.150-2.

5. The final maturity of the bonds herein authorized to be issued shall be in excess of five (5) years measured from the date of issuance of the first serial bond or bond anticipation note issued pursuant to the resolution.

6. Each of the serial bonds authorized by the resolution and any bond anticipation notes issued in anticipation of said bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any bond anticipation notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the real property within the Town subject to applicable statutory limits, if any. The faith and credit of the Town are irrevocably pledged to the punctual payment of the principal and interest on said serial bonds and bond anticipation notes and provisions shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and bond anticipation notes to mature in such year and (b) the payment of interest to be due and payable in such year.

7. The Town Board delegated to the Town Supervisor of the Town the powers and duties of the Town Board relative to authorizing the issuance of said bonds, and any bond anticipation notes including renewals thereof, issued in anticipation of said bonds and prescribing the terms, form and content thereof.

8. The Town Supervisor was further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by the resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by the resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

9. The Town Supervisor was further authorized to enter into a continuing disclosure undertaking with or for the benefit of the initial purchasers of the bonds or notes authorized by

the resolution in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

10. The Town Board determined that the actions authorized by the resolution and the adoption thereof collectively constitute a “Type II” action within the meaning of the State Environmental Quality Review Act and the regulations of the New York State Department of Environmental Conservation thereunder (collectively, “SEQRA”) and that no further action under SEQRA need be taken by the Town Board as a condition precedent to the adoption of the resolution.

11. The bond resolution was determined to be subject to permissive referendum.

BY ORDER OF THE TOWN BOARD OF THE TOWN OF STONY POINT,  
ROCKLAND COUNTY, NEW YORK.

Dated: September 27, 2022

**AFFIDAVIT REGARDING POSTING NOTICE**

STATE OF NEW YORK     )  
COUNTY OF ROCKLAND ) ss:

I, Megan Carey, being duly sworn, deposes and says:

I am over the age of 18 years; and, on September \_\_\_\_, 2022, I posted a true and correct copy of the attached Public Notice of the Town of Stony Point, Rockland County, New York (the “Town”) on the Town’s official bulletin board located within the Town Hall and on the Town’s website.

**TOWN OF STONY POINT**

By: \_\_\_\_\_  
Megan Carey, Town Clerk

Sworn before me this \_\_\_\_ day of September, 2022

\_\_\_\_\_  
Notary Public, State of New York

**CERTIFICATE OF NO PROTEST**

I, Megan Carey, in my capacity as Town Clerk of the Town of Stony Point, Rockland County, New York (the "Town"), DO HEREBY CERTIFY, as follows:

1. The Town Board of the Town at a meeting thereof duly called and held on September 27, 2022, adopted a Bond Resolution, a true, correct and certified copy which is attached hereto.

2. No petition or petitions protesting said resolution have been submitted or filed with the Town Clerk of the Town and the 30-day period has elapsed for submission and filing of a valid petition.

IN WITNESS WHEREOF, I have signed and affixed the corporate seal of the Town this \_\_\_\_ day of October, 2022.

**TOWN OF STONY POINT**

[SEAL]

By: \_\_\_\_\_  
Megan Carey, Town Clerk

## ESTOPPEL NOTICE

The resolution, a summary of which is published herewith, has been adopted on September 27, 2022 by the Town Board of the Town of Stony Point, Rockland County, New York, and the period of time has elapsed for the submission and filing of a petition for a permissive referendum and a valid petition has not been submitted and filed. The validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Stony Point is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

Megan Carey, Town Clerk  
Town of Stony Point

### SUMMARY OF BOND RESOLUTION

Set forth below is a summary of said resolution adopted by the Town Board of the Town of Stony Point on September 27, 2022.

1. The resolution is entitled “BOND RESOLUTION OF THE TOWN BOARD OF THE TOWN OF STONY POINT, ROCKLAND COUNTY, NEW YORK (THE “TOWN”), AUTHORIZING THE ACQUISITION OF MACHINERY AND APPARATUS FOR USE BY THE TOWN; STATING THE MAXIMUM ESTIMATED COST THEREOF IS \$570,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF UP TO \$570,000 IN SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION”.

2. Object or Purpose: the acquisition of machinery and apparatus consisting of (i) one (1) Vector truck for use by the Town’s Highway Department and Sewer Department; and (ii) camera equipment to be retrofitted on an existing piece of machinery in use by the Town’s Sewer Department.

3. Period of Probable Usefulness: 15 years.

4. Amount of Debt Obligations Authorized: \$570,000.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the Town Clerk, Town of Stony Point Town Hall, 74 East Main Street, Stony Point, New York 10980.

**Megan Carey**

---

#7

**From:** Mary Romano  
**Sent:** Monday, September 19, 2022 3:49 PM  
**To:** Megan Carey  
**Subject:** Permit Withdrawn  
**Attachments:** 265 W Main St permit withdrawn.pdf

Good afternoon Megan,

Please see attached note from Francis Martino of 265 W. main Street. He would like to withdraw his permit and receive a refund of his permit application fee of \$80.00.

John Hager withdrew the permit and approved the refund of the application fee.

Regards,

*Mary*

Mary Romano  
Town of Stony Point  
Building Dept.  
845-786-2716 ext. 101  
[mromano@townofstonypoint.org](mailto:mromano@townofstonypoint.org)

09/02/2022

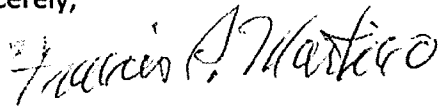
To: Stony Point Supervisor Jim Monaghan and  
The Stony Point Town Board

I, Francis P. Martino, am informing the above and The Town of Stony Point Building and Zoning Department, that I will no longer need the permit noted below. The project of installing a gas burner with logs in existing masonry fireplace has been canceled.

I would appreciate a refund of my application fee of \$80.00.

If you have any questions or require anything further to do with this matter, please contact me at the number listed below.

Sincerely,



Francis P. Martino  
265 W. Main St.  
Stony Point, NY 10980

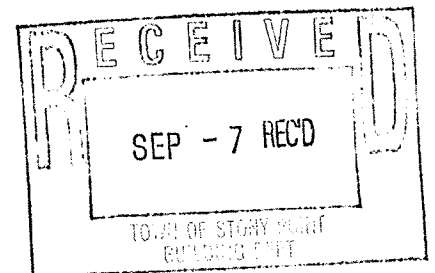
Phone # (845) 641-3930

Application #: 2022-0303

Permit#: 2022-02224

File Date: 08/09/2022

SBL#: 15.03-1-32



**TOWN OF STONY POINT**  
**74 EAST MAIN STREET**  
**STONY POINT, NY 10980**  
**BUILDING & ZONING DEPARTMENT**  
**Building Permit**

Application #: 2022-0303  
File Date: 08/09/2022

Permit #: 2022-0224  
SBL #: 15.03-1-32

A PERMIT IS HEREBY ISSUED by the TOWN OF STONY POINT Building Department for the issuance of a permit pursuant to the New York State Uniform Fire Prevention and Building Code, for the applicable laws, ordinances or regulations governing building activities in the TOWN OF STONY POINT and will also allow all inspectors to enter the premises for inspections. The contractor also understands that under no circumstances shall personal belongings or furnishings be brought into any new house or addition without first obtaining a Certificate of Occupancy or Certificate of Compliance from the Building Department.

**Owner Information:**

Francis Martino  
265 W Main St  
Stony Point, NY 10980

I am also aware of the required inspections and that I am responsible to schedule them.  
This building permit shall become void twenty four (24) months from the date of issuance.

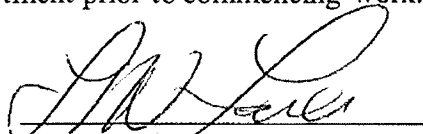
Address of Construction: 265 W Main St

**Project Description:**

FIREPLACE - install gas burner with logs in existing masonry fireplace

Value of Construction: \$2346

The application of Francis Martino dated 08/09/2022 is hereby ISSUED and permission is GRANTED for the construction, reconstruction or alteration of a building and/or accessory structure set forth above and on the plans approved and stamped by the Building Department. NOTICE: the Building Department must be notified immediately or any proposed changes to approved plans and any changes must be approved by the Building Department prior to commencing work.

  
\_\_\_\_\_  
BUILDING INSPECTOR

Issued Date: 08/09/2022  
Expiration Date: 08/08/2024

**CERTIFICATE OF OCCUPANCY/COMPLIANCE IS REQUIRED WHEN WORK IS COMPLETE**



**265 W. Main St  
TOWN OF STONY POINT BUILDING DEPARTMENT**

**This PERMIT Notice**

To be fastened on a part of building for which it may be plainly seen by all persons.

PERMIT NO. 2  has been

This notice shall not be used until  
shall not be used until  
has

is attached and building  
Certificate of Compliance  
tor.

August 9, 2022  
DATE

  
BUILDING INSPECTOR

Building Code NYS

Expires August 9, 2024

Section 15.03 Block 1

Lot 32

TOWN OF STONY POINT  
BUILDING DEPARTMENT

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

#8

NOTICE OF HEARING

September 12, 2002

No. 2022-164

Section Block Lot # 20.11-1-39

13 Waldron Dr. LLC  
13 Waldron Dr.  
Stony Point Ny 10980

RE: Order of Remedy

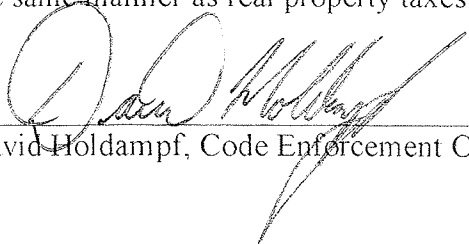
**PLEASE TAKE NOTICE** that you have failed to remedy the violation set forth in a Notice of Violation and Order to Remedy Violation dated **August 7, 2022** by the required compliance date. The premises located at **13 Waldron Dr, Stony Point NY 10980** designated as **Tax Map No. 20.11-1-39**, continues in violation of the NY STATE CODES 302.1 & 302.5

**The failure to maintain property**

In violation of **NYS/ICC 2020 Property Maintenance Code.**

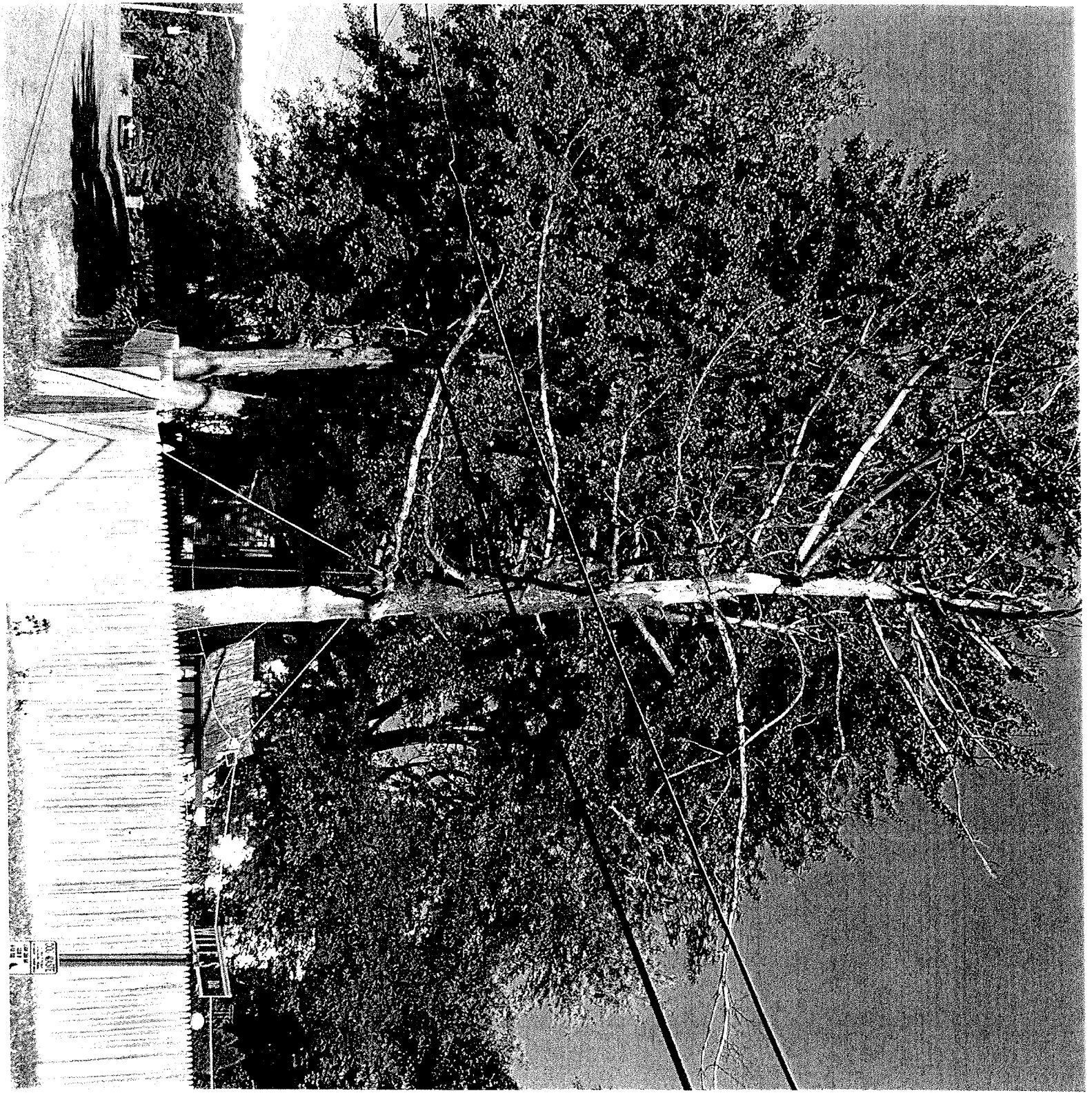
**PLEASE TAKE FURTHER NOTICE** that the Town Board will hold a hearing on **September 27 at 7:00 P.M.**, at the Rho Building 5 Clubhouse Lane in the Town of Stony Point, at which time the Town Board will determine whether the aforesaid violation has been properly remedied and whether to order that corrective 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.

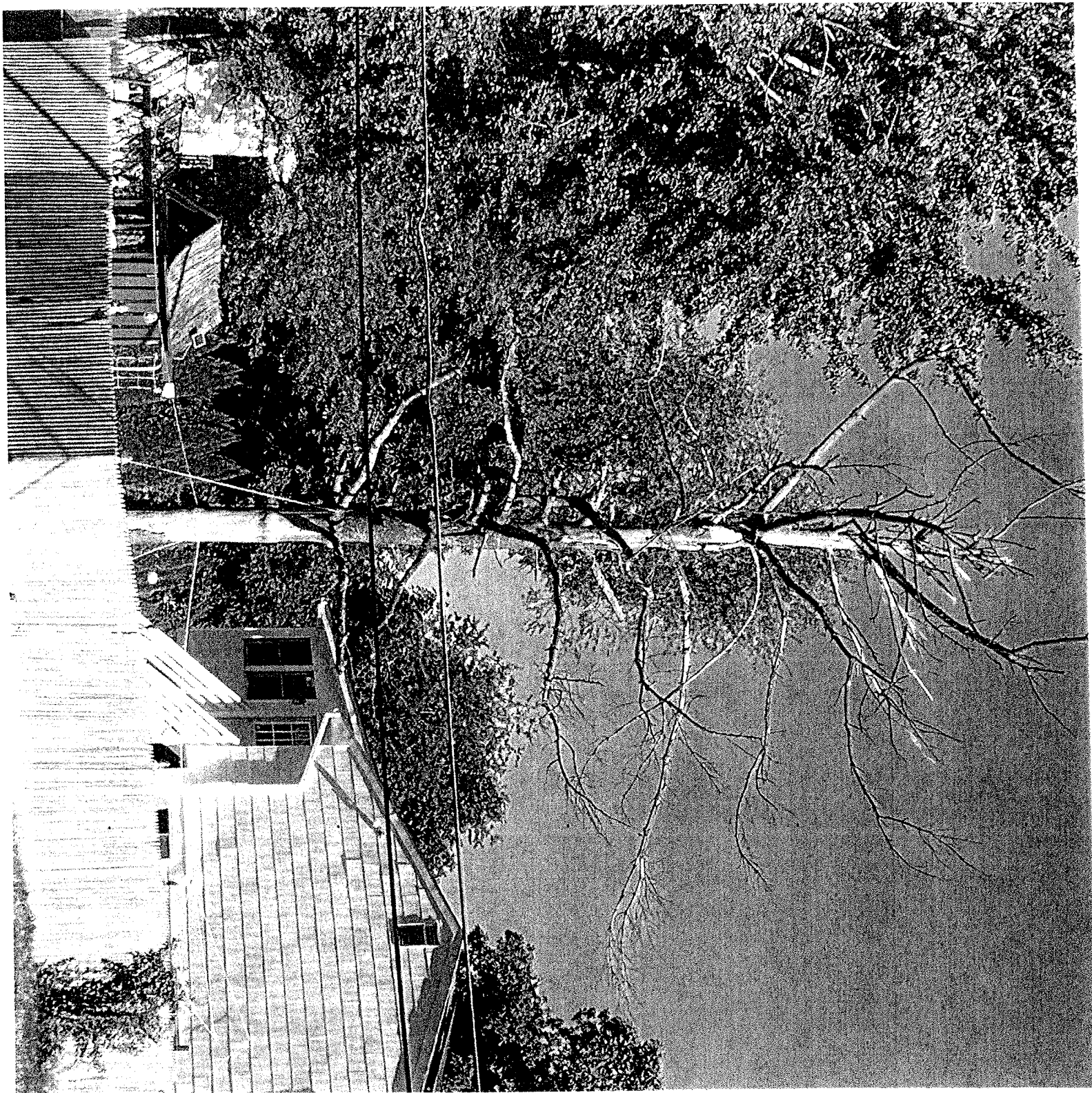
**PLEASE TAKE FURTHER NOTICE** that all costs incurred by the Town, including but not limited to costs of corrective action, attorney's fees and administrative costs, if not paid within thirty (30) days of notification, shall be a lien on the premises and shall be assessed against such premises and shall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

  
\_\_\_\_\_  
David Holdampf, Code Enforcement Officer









#9

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of August 24, 2022, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and TOWN OF STONY POINT, NEW YORK, a municipal corporation, political subdivision or state agency, under the laws of the state of New York, whose mailing address is 74 East Main Street, Stony Point, New York 10980, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) ten inch (10.5") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Stony Point, Rockland County, New York, Albany Division, River Subdivision, Milepost QR-35.23, Latitude N41:14:07., Longitude W73:58:40.;
2. One (1) nine inch (9.05") diameter pipeline crossing, solely for the conveyance of potable water, located at or near Stony Point, Rockland County, New York, Albany Division, River Subdivision, Milepost QR-35.23, N:::W.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

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

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of TEN THOUSAND TWO HUNDRED AND 00/100 U.S. DOLLARS (\$10,200.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**



3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference.

Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities

leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

#### **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

#### **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment

rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:



a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 845-786-2716.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

## **16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

## **17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate  
(each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**TOWN OF STONY POINT, NEW YORK**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has  
the authority to do so and to bind the Licensee to the  
terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

Authority under Ordinance or

Resolution No. \_\_\_\_\_,

Dated \_\_\_\_\_.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>INSURED</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b></td> </tr> <tr> <td><b>PHONE (A.O. No. Exp):</b></td> <td><b>FAX (A.O. No.):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS (Daily Mundy@CSX.com/CSX/CSX/CSX/CSX/CSX)</b></td> </tr> <tr> <td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A</b></td> <td></td> </tr> <tr> <td><b>INSURER B</b></td> <td></td> </tr> <tr> <td><b>INSURER C</b></td> <td></td> </tr> <tr> <td><b>INSURER D</b></td> <td></td> </tr> <tr> <td><b>INSURER E</b></td> <td></td> </tr> <tr> <td><b>INSURER F</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b>		<b>PHONE (A.O. No. Exp):</b>	<b>FAX (A.O. No.):</b>	<b>E-MAIL ADDRESS (Daily Mundy@CSX.com/CSX/CSX/CSX/CSX/CSX)</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A</b>		<b>INSURER B</b>		<b>INSURER C</b>		<b>INSURER D</b>		<b>INSURER E</b>		<b>INSURER F</b>	
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	INSUR	W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC.	X					EACH OCCURRENCE → \$5,000,000 MED EXP. - ANY ONE PERSON: \$5,000,000 PERSONAL & ADJ. INJURY: \$5,000,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS + COM. OP. INVS: \$5,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  COV. RETENTIONS:	X					COMBINED SINGLE LIMIT (Per person): \$1,000,000.00 BODILY INJURY (Per person): \$1,000,000.00 BODILY INJURY (Per accident): \$1,000,000.00 PROPERTY DAMAGE (Per accident): \$1,000,000.00  EACH OCCURRENCE: \$1,000,000.00 AGGREGATE: \$1,000,000.00
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes describe below:	X					E.L. EACH ACCIDENT: \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE: \$1,000,000.00 E.L. DISEASE - POLICY LIMIT: \$1,000,000.00

The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)

Combined single limit of not less than one million dollars (\$1,000,000.00)

Standard limits of liability Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AESH ACCORD 101. Additional Remarks Schedule if more space is required)**

This box should contain the following: CSX Transportation, Inc. is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

<b>CERTIFICATE HOLDER</b>  CSX Transportation, Inc. 500 Water Street, J180 Jacksonville, FL 32202	<b>CANCELLATION</b>  Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.
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Stony Point, Rockland County, New York | Albany Division, River Subdivision  
Mile Post QR 35.23 | Latitude Longitude: 41.235302, -73.977225

**CSX PROPERTY SERVICES REVIEW**

No Exceptions  Exceptions Noted  
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all details of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and construction requirements.

By: 

**CSXT GENERAL NOTES:**

1. REFER TO THE CSXT PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
  2. TRENCH EXCAVATIONS SHALL BE OF SUCH DIMENSIONS AS TO PROVIDE AMPLE ROOM FOR CONSTRUCTION. TRENCH WIDTHS SHALL BE AT LEAST 12 INCHES WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE (6-INCHES EITHER SIDE OF THE PIPE). THE BOTTOM OF THE TRENCH, IN SO FAR AS IS PRACTICAL, SHALL BE EXCAVATED TO PERMIT PROPER PLACEMENT OF THE PIPE. THE EXCAVATION FOR THE PIPELINE SHALL INCLUDE THE REMOVAL OF ANY OBSTRUCTIONS ENCOUNTERED. THE TRENCH SHALL BE EXCAVATED TO A DEPTH AT LEAST 3 INCHES BELOW THE OUTSIDE BOTTOM ELEVATION OF THE PLANNED PIPELINE. WHEN NECESSARY, ALL EXCAVATIONS SHOULD BE DEWATERED PRIOR TO AND DURING INSTALLATION AND BACKFILLING OF THE SYSTEM.
  3. COMPACT ALL BACKFILL IN EXCAVATIONS AND TRENCHES TO 95% MAXIMUM DRY DENSITY AS DEFINED IN ASTM STANDARD D1557. USE CLEAN, SUITABLE BACKFILL MATERIAL, INSTALL IN SIX-INCH LIFTS AND COMPACT.
  4. BEDDING MATERIAL SHALL BE GRANULAR BACKFILL IDENTICAL TO SUBBALLAST, OR A WELL GRADED CRUSHED STONE OR GRAVEL.
  5. WHEN EXCAVATING WORK WILL BE WITHIN CSXT RIGHT-OF-WAY, SHORING PLANS AND OTHER REQUIRED MATERIAL MUST BE SUBMITTED TO CSXT DESIGNER FOR APPROVAL PRIOR TO ANY CONSTRUCTION. ANY EXCAVATION/HOLE LESS THAN 15' FROM THE CENTERLINE OF NEAREST TRACK MUST BE FILLED OR PROPERLY SHORED PRIOR TO ANY TRAIN PASSING.
  6. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSXT PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSXT SPECIFICATIONS.
  7. ALL PRESSURE PIPELINES INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHALL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
  8. INSTALL HAND HOLES, SPLICE BOXES, AND MANHOLES PER THE REQUIREMENTS OF CSXT DESIGN & CONSTRUCTION SPECIFICATIONS. INSTALL THEM SO AS NOT TO CREATE A TRIPPING HAZARD OR TO INTERFERE WITH RAILROAD OPERATIONS.
  9. NO CONSTRUCTION OR ENTRY UPON THE CSXT CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
  10. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSXT SPECIFICATIONS WILL BE SUBMITTED TO THE CSXT DESIGNER FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
  11. BLASTING IS NOT PERMITTED UNDER OR ON CSXT PROPERTY.
  12. CSXT DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
  13. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT DESIGNEE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
  14. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
  15. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
  16. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
  17. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM AFOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
  18. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
  19. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
  20. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT DESIGNER FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVISE A FLAGGING JOB BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
  21. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT DESIGNER.
  22. IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
  23. BACKFILL, COVER OR FENCE ALL EXCAVATIONS WHEN UNATTENDED. THE CSXT DESIGNER WILL APPROVE THE PROTECTION METHOD AND THE TYPE OF FENCING MATERIAL. SET FENCING BACK AT LEAST 3 FEET (91 CENTIMETERS) FROM THE EDGES OF THE EXCAVATION. SET FENCE POSTS SECURELY IN THE GROUND AND INSURE THE FENCING IS SECURELY TIED TO POSTS WITH ZIP TIES OR SOME OTHER TIE WRAP PRODUCT.
  24. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED. THE TOE OF SLOPES IN EXCAVATION SHALL IN NO CASE BE UNDERCUT BY POWER SHOVELS, BULLDOZERS, GRADERS, BLASTING, OR IN ANY MANNER. EXCAVATION SHALL NOT BE MADE IN EXCESS OF THE AUTHORIZED CROSS-SECTION.
  25. AVOID THE NEED FOR WORKERS TO BE IN TRENCHES WHENEVER POSSIBLE. FOR EXAMPLE, WHEN TRENCHING IN A CONDUIT SYSTEM, THE PIPE TO BE PLACED SHOULD BE ASSEMBLED ABOVE THE TRENCH AND LOWERED DOWN INTO THE TRENCH. WHEN WORKERS ARE REQUIRED TO GO INTO AN EXCAVATION, SHORING AND CONFINED SPACE REQUIREMENTS WILL GOVERN.
  26. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. CSXT ENVIRONMENTAL DEPARTMENT WILL HANDLE WASTE CHARACTERIZATION AND PROFILING INTO AN APPROVED DISPOSAL FACILITY. CSXT PROHIBITS ANY ENVIRONMENTAL SAMPLING ON ITS PROPERTY UNLESS GRANTED THROUGH AN WRITTEN ENVIRONMENTAL RIGHT-OF-ENTRY OR APPROVED IN WRITING BY THE CSXT ENVIRONMENTAL DEPARTMENT. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY. A LIST OF CSXT APPROVED LABORATORIES AND/OR DISPOSAL FACILITIES MAY BE OBTAINED FROM THE CSXT MANAGER ENVIRONMENTAL PROGRAMS.
  27. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
  28. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK. WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT. EXCAVATION PROCEDURES; AND TO CONFIRM THE "ONE CALL" REQUIREMENT. THIS PERMIT IS SUBJECT TO ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT WITH THE DESIGN AND REQUIRES POTHOLING. ALL EXISTING UTILITIES ARE REQUIRED TO BE POTHOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSXT SPECIFICATIONS. HAND EXPOSE LINES TO A POINT OF NO CONFLICT (24 INCHES ON EITHER SIDE OF THE UNDERGROUND INSTALLATION). IF MARKED UTILITY CANNOT BE LOCATED, EXCAVATION MUST NOT PROCEED AND YOU MUST NOTIFY THE ONE CALL NUMBER OR UTILITY COMPANY TO PROVIDE ADDITIONAL INFORMATION TO DETERMINE THE EXACT LOCATION.
  29. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO CSXT COMMUNICATION & SIGNAL FACILITIES.
- NOTE: WORK SCHEDULE IS SUBJECT TO THE APPROVAL OF ALL REQUIRED CONSTRUCTION SUBMITTALS BY THE CSXT CONSTRUCTION REPRESENTATIVE. VERIFICATION THAT PROPOSED WORK WILL NOT CONFLICT WITH ANY CSXT U.G. FACILITIES, AND THE AVAILABILITY OF CSXT FLAGGING AND PROTECTION SERVICES. CONSTRUCTION SUBMITTALS WILL BE BASED UPON THE PROPOSED SCOPE OF WORK AND MAY INCLUDE, BUT ARE NOT LIMITED TO: PROPOSED WORK PLAN, PROJECT SCHEDULE, MEANS AND METHODS, SITE ACCESS, DEWATERING, TEMPORARY EXCAVATION/SHORING, SOIL DISPOSITION/MANAGEMENT, TRACK MONITORING, CONCRETE PLACEMENT WORK, STRUCTURAL LIFTING/RIGGING PLANS FOR HOISTING OPERATIONS, SUBSTRUCTURE CONSTRUCTION PLANS, STEEL ERECTION PLANS, ROADWORK PLANS, ETC. NO WORK MAY BEGIN ON, OVER, OR ADJACENT TO CSXT PROPERTY, OR THAT COULD POTENTIALLY IMPACT CSXT PROPERTY, OPERATIONS OR SAFETY WITHOUT THE PRIOR COMPLETION AND APPROVAL OF THE REQUIRED AFOREMENTIONED INFORMATION AND APPROVALS.







# New York Natural Gas Sales Agreement

(Rate Ready)

#10

Account Information		Marketer Information	
Date	September 19, 2022	<b>SPRAGUE OPERATING RESOURCES LLC</b> 185 International Drive Portsmouth, NH 03801 Phone: 844-994-3835 Fax: 603-430-5320 Web: <a href="http://www.spragueenergy.com">www.spragueenergy.com</a> Email: <a href="mailto:contractadministrationgroup@spragueenergy.com">contractadministrationgroup@spragueenergy.com</a>	
Account Name	Town of Stony Point		
Billing Name			
Billing Address	74 E Main Street		
City, State, ZIP	Stony Point, NY 10980		
Telephone #	(845) 786-2716		
Fax # / Email		Sprague Rep	John Palocsik
Contact Name	Gregg Smith	Agent Code	RTEC

A) Term of Agreement				Billing Option	
Start Date	12-1-2022	End Date	11-30-2024	<input checked="" type="checkbox"/> Consolidated Billing Single Bill from LDC	<input type="checkbox"/> Dual Billing Sprague & LDC
B) Pricing Program				Service Class	
<input type="checkbox"/> Fixed Rate	\$ _____ Per Therm			<input checked="" type="checkbox"/> Firm Transportation	<input type="checkbox"/> Interruptible Transportation
<input checked="" type="checkbox"/> NYMEX Plus Basis*	\$0.0925 Per Therm Adder to Monthly NYMEX Expiration			<input type="checkbox"/> New Account	<input checked="" type="checkbox"/> Renewal
<input type="checkbox"/> Monthly Variable Rate*	*Can be converted to a fixed rate			<input type="checkbox"/> 0% Swing	<input checked="" type="checkbox"/> 100% swing (Full Requirements) <input type="checkbox"/> 10% swing
All Rates Quoted Include LDC Line Loss Fees Sprague does not gross up meter read volumes for Line Loss					

C) Service Address	City, Zip	County	LDC	LDC Account #	Tax Type
See attached addendum			O&R		Exempt

Monthly Volumes								
Jan	16,480	Apr	6,652	Jul	675	Oct	2,915	Total Therms
Feb	14,275	May	2,332	Aug	675	Nov	9,355	
Mar	13,012	Jun	713	Sep	1,039	Dec	13,748	

**CUSTOMER DISCLOSURE STATEMENT**

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	Deliveries will begin on the 1st meter read date within the Term of this agreement and cease on the meter read immediately following the Term of this agreement.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Sprague can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.



## Terms and Conditions of Natural Gas Sales Agreement (Commercial)

**Agreement to Sell and Purchase Energy.** This is an agreement between Sprague Operating Resources LLC ("Sprague") and the above-signed customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Sprague (the "Agreement"). Subject to the terms and conditions of this Agreement, Sprague agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Customer, necessary to meet Customer's requirements based upon consumption data obtained by Sprague or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is listed on the cover page to this agreement under the header "Monthly Volumes".

**Term.** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Sprague is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term") or as noted on the cover sheet to this agreement under the header "Term of Agreement". Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the Sprague Monthly Variable Rate, unless Sprague sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. At any time after the expiration of the initial term of this Agreement, while receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Sprague is provided with 30 days' advance written notice of termination.

**Pricing, Billing, and Termination.** Pricing will be based upon the "Pricing Program" chosen on the cover sheet to this agreement. If a variable pricing option is chosen, the variable price per therm will be established each month by Sprague based upon market conditions. All applicable taxes will be added separately in New York. **Swing Load Pricing:** "Fixed" Price applies to Monthly Contract Quantities ("MCQ") only. The MCQ is set forth on the 1<sup>st</sup> page. To the extent that Buyer's requirements exceed MCQ, ("Additional Gas") or the daily allotment thereof, those requirements shall be supplied at the Cost + price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amounts not used at the Cost + Price. Fixed Prices are set forth on the front page of this Contract. "Cost" includes the amounts paid by Sprague Operating Resources LLC for the additional gas or in the case of a credit back to the Buyer, as paid to Sprague Operating Resources LLC for the Surplus Gas, plus associated carrying charges. Sprague will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Sprague at its discretion) or if Customer fails to post any required security deposit, then, in addition to any other remedies that it may have, Sprague may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement. Customer may receive a single bill for both commodity and delivery costs from the LDC or each of the LDC and Sprague may invoice Customer separately. Failure to make full payment of Sprague charges due on any consolidated bill prepared by the LDC for Sprague will be grounds for disconnection of utility services in accordance with New York Public Service Commission ("NYPSC") rules and regulations on the termination of service to non-residential customers in New York, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$30 fee will be charged for all returned checks.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Sprague. Sprague may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

**Information Release Authorization.** Customer authorizes Sprague to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; and credit information. This information may be used by Sprague to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Sprague. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Sprague or by calling Sprague at 1.844.994.3835. Sprague reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Consumer Protections.** The services provided by Sprague to Customer are governed by the terms and conditions of this Agreement. Sprague will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Sprague at 1-844-944-3835 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

**Cancellation.** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Sprague charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

**Agency.** Customer hereby appoints Sprague as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title.** All natural gas sold under this Agreement shall be delivered to a City Gate location considered the "Point of Delivery", which shall constitute the point at which title transfers and the sale occurs hereunder.

**Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Sprague. Sprague makes no representations or warranties other than those expressly set forth in this Agreement, and Sprague expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.



**Force Majeure.** Sprague will make commercially reasonable efforts to provide natural gas hereunder but Sprague does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Sprague ("Force Majeure Events") may result in interruptions in service. Sprague will not be liable for any such interruptions caused by a Force Majeure Event, and Sprague is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Sprague's control.

**Liability.** The remedy in any claim or suit by Customer against Sprague will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Sprague or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**Sprague Contact Information.** Customer may contact Sprague's Customer Service Center at 1.844.994.3835, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Sprague at: Sprague Operating Resources LLC, 185 International Drive, Portsmouth, NH 03801.

**Dispute Resolution.** In the event of a billing dispute or disagreement involving Sprague's service, Customer should contact Sprague's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

**Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

**Taxes.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Sprague's net income, shall be paid by Customer, and Customer agrees to indemnify Sprague and hold Sprague harmless from and against any and all such taxes.

**Tariffs, Laws and Regulations.** This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Transaction Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Transaction Confirmation at any time, or to entirely terminate this Agreement and/or the Transaction Confirmation, without penalty, upon sixty (60) days' notice.

**Emergency Service.** In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and Customer's LDC. The LDCs' telephone numbers are as follows: for Con Edison, 1.800.75C.ONED (1.800.752.6633); for KeySpan LI 1.800.490.0045; for Keyspan NY 1.718.643.4050; for Orange & Rockland 1.800.533.5325; for PSE&G 1.800.436.PSEG; for NJNG 1.800.GAS.LEAK; for SJG 1.800.582.7060; and for E-Town 1.800.492.4009. Customer should then call Sprague at: 1.603.430.7285.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**Confidentiality.** Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided under this Agreement is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Sprague. In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

07/09/2009 (NY)

This sale is subject to the attached Terms and Conditions (which are hereby incorporated into and made a part of this Natural Gas Sales Agreement), and to Sprague's approval of Customer's credit. Customer acknowledges that this Agreement represents the entire agreement reached between Customer and Sprague, and by signing below, Customer agrees to allow Sprague to initiate service and to enroll the above accounts into Sprague's supply pool with the listed LDC.

Customer: Town of Stony Point

Seller: Sprague Operating Resources LLC

By Authorized Agent: \_\_\_\_\_

By Authorized Agent: Mark A. Roberts

Title: \_\_\_\_\_

Title: Managing Director - Natural Gas & Power Sales

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **New York State Public Service Commission**

### **Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights**

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - price and all variable charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.AskPSC.com](http://www.AskPSC.com)



Attachment 1

Special Provisions to the  
NEW YORK NATURAL GAS SALES AGREEMENT  
between Sprague Operating Resources LLC and Town of Stony Point  
dated September 19, 2022

- 1. **Table on page 1.** Remove the following language:

Amount of Late Payment Fee and method of calculation - 1.5% on overdue balances.

- 2. **Table on page 1.** Remove the Provisions for renewal of the agreement and replace with the following language:

Provisions for renewal of the agreement – After initial term, absent a written agreement between the parties, in the event Sprague delivers Gas to the Buyer, and Buyer receives Gas from Sprague, beyond the stated Delivery Period(s) in the signed agreement, Sprague shall have the right to invoice Buyer for such Gas at a market-based price as determined by Sprague, which may be different from the fixed price on the signed agreement, plus any imbalance charges, applicable utility capacity assignment charges and taxes.

- 3. **Add the following provision to the end of the Agreement:**

**Non-Appropriation.** This Agreement shall be deemed executory to the extent that the monies are appropriated in Buyer's current budget for the purposes of this Agreement. This Agreement is not a general obligation of Buyer. Neither the full faith or credit, nor the taxing power of Buyer, are pledged to the payment of any amount due, or to become due, under this Agreement. This Agreement shall be effective to the extent that the monies to be paid hereunder are appropriated in Buyer's budget. Buyer represents and warrants that it has sufficient monies appropriated and budgeted to meet its financial and contractual obligations for the term of December 1, 2022 through November 30, 2023 and that it will take all appropriate steps to ensure it appropriates and budgets sufficient monies to meet its future financial and contractual obligations under this Agreement.

**Sprague Operating Resources LLC**

**Town of Stony Point**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark A. Roberts

Name: \_\_\_\_\_

Title: Managing Director - Natural Gas & Power Sales

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Name	Utility	Account Number	Service Address
Town of Stony Point	O&R	4112628005	0 Lowland Hill Park, Stony Point, NY 10980
Town of Stony Point	O&R	4639723009	74 E Main St, Apt 15, Stony Point, NY 10980
Town of Stony Point	O&R	4719146017	40 W Kirkbride Rd, Kirkbride Hall, Stony Point, NY 10980
Town of Stony Point	O&R	4784628006	74 E Main St, Stony Point, NY 10980
Town of Stony Point	O&R	5691050017	20 E Kirkbride Rd Bldg 53, Stony Point, NY 10980
Town of Stony Point	O&R	6048819009	79 New Route 210, Stony Point, NY 10980
Town of Stony Point	O&R	6088725013	0 Michael Ct, Stony Point, NY 10980
Town of Stony Point	O&R	6300818022	0 Rte 210, Stony Point, NY 10980
Town of Stony Point	O&R	6609530007	15 Rose St, Stony Point, NY 10980
Town of Stony Point	O&R	6768028008	19 Clubhouse Ln, Stony Point, NY 10980
Town of Stony Point	O&R	6804819025	0 Osborn St, Stony Point, NY 10980
Town of Stony Point	O&R	8192055000	1 Turkey Hollow Rd, Stony Point, NY 10980
Town of Stony Point	O&R	0561022008	15 Howe Rd, Rho-Sr Ctr, Stony Point, NY 10980
Town of Stony Point	O&R	5733099025	19 Clubhouse Lane Unit 2, Stony Point, NY 10980

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**RESOLUTION**

A meeting of the Town Board of the Town of Stony Point was convened on **September 27, 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 FOR EXTREME RISK PROTECTIVE ORDER (“ERPO”) HEARINGS**

WHEREAS, in accordance with the New York State Red Flag Laws, the Town of Stony Point Police Department may petition the Rockland County Supreme Court for the issuance of a Temporary Extreme Risk Protection Order upon receipt of credible information that an individual is likely to engage in conduct that would result in serious harm to himself, herself, or others; and

WHEREAS, upon such Petition, the supreme court shall hold a hearing to determine whether to issue a final extreme risk protection order and whether a firearm, rifle or shotgun surrendered by, or removed from, the respondent shall be returned or retained; and

WHEREAS, the Town of Stony Point Police Department seeks guidance of counsel for the purposes of procedural assistance and for conducting said hearings.

NOW, THEREFORE, BE IT RESOLVED that:

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

Section 2. The Town Board hereby authorizes Special Counsel, Feerick Nugent MacCartney, PLLC to appear on behalf of, and at the request of, the Town of Stony Point Police Department and shall be compensated for all services performed for the Town of Stony Point with regard to the aforementioned hearings 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. Such authorization shall include hearings at which Feerick Nugent MacCartney PLLC appeared prior to the date of this resolution.

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.