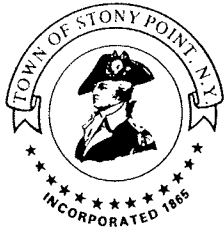


TOWN OF STONY POINT
OFFICE OF TOWN CLERK

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



Megan Carey, Town Clerk
Holli Finn, Deputy Town Clerk

STONY POINT TOWN BOARD

Agenda

7:00PM

December 13, 2022

Pledge of Allegiance
Roll Call
Supervisors Report
Police Dept Report
Golf Course Report
Highway Superintendents Report
Purchase Order Request
Audit of Bills
Minutes: November 22, 2022
Departmental Reports
Correspondence
Public Input-Limited to 3 minutes

Public Hearing-Senior and Disabled Exemptions

1. Authorize Town Clerk to go out to Bid for Splash Pad - Lowland Park
2. Petition for a Zone Change to RRBR
3. Waive Mass Gathering Permit - Stony Point Seals
4. Renew Partners in Safety Agreement
5. Approve Justice Court Prosecutor
6. Resolution Determining Type II Action-Wastewater Treatment Plant
7. Property Maintenance – 15-17 Chestnut Street
8. Agreement with Rockland County Towns- Animal Shelter

Executive Session-If Necessary

RESOLUTION

A meeting of the Town Board of the Town of Stony Point was convened on **November 22, 2022, at 7:00 p.m.**

The following resolution was duly
offered and seconded to wit:

RESOLUTION 2022 _____

RESOLUTION ADOPTING LOCAL LAW NO. 5 OF 2022 TO AMEND CHAPTER 194 (TAXATION) OF THE TOWN CODE

WHEREAS, within the Town of Stony Point, New York (“Town”) there is a need to protect the public health and safety from time to time with regard to the enactment of Local Laws pursuant to the powers of the municipality under the Municipal Home Rule Law; and

WHEREAS, the Town Board desires to amend Chapter 194 of the Town Code as recommended by the Town Assessor to increase certain tax exemption thresholds for senior citizens and persons with disabilities; and

WHEREAS, the Town Board after due deliberation, finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED that

Section 1. All “Whereas” clauses are hereby incorporated by reference as though set forth in full herein.

Section 2. That the introductory Local Law entitled “LOCAL LAW NO. 5 OF 2022 AMENDING CHAPTER 194 (TAXATION) OF THE TOWN CODE OF THE TOWN OF STONY POINT, NEW YORK” be and hereby is adopted as Local Law No. 5 of 2022 of the Town of Stony Point on November 22, 2022.

Section 3. The Town Board hereby directs the Town Clerk to enter said Local Law in the minutes of this meeting and in the Local Law Book of the Town of Stony Point, and to give due notice of the adoption of said Local Law to the Secretary of State of New York and to take all steps to process and file said Local Law amendment with the State of New York.

Section 4. This Resolution shall be effective immediately.

TOWN OF STONY POINT

**LOCAL LAW NO. 5 OF 2022
AMENDING CHAPTER 194 (TAXATION) OF THE TOWN CODE
OF THE TOWN OF STONY POINT, NEW YORK**

A LOCAL LAW to amend Chapter 194, Article I, Section 194-5 (Senior Citizens Exemption) and Article IV pursuant to Section 467 of the Real Property Tax Law of the State of New York and Chapter 194, Article IV, Section 194-18 (Exemption for Disabled Persons) of the Town Code of the Town of Stony Point, Rockland County, New York pursuant to Section 459-c of the Real Property Tax Law of the State of New York.

BE IT ENACTED AS FOLLOWS:

Section 1. Authority

This Local Law is enacted pursuant to the provisions of Section 459-c and 467 of the Real Property Tax Law of the State of New York.

Section 2. Title and Purpose

This law shall be known as and may be cited as “Local Law No. 5 of 2022.”

The purpose of this Local Law is to amend Chapter 194 of the Town Code to increase the maximum income eligibility levels in accordance with Section 459-c and 467 of the New York State Real Property Tax Law concerning senior citizen exemptions and exemptions for persons with disabilities.

Section 3. Amendment to Chapter 194, Article IV (Senior Citizen Exemptions):

The schedule set forth in Chapter 194, Article I, Section 195-5, Subsection A of the Town Code is hereby REPEALED, and REPLACED by the following:

A. The Town of Stony Point, for assessment rolls prepared on the basis of the taxable status date occurring on or after July 1, 2022, provides the following partial exemptions from real property taxation, as set forth in the following schedule:

Annual Income Ranges	Exemption Percentage
Less than \$50,000	50%
\$50,000 but less than \$51,000	45%
\$51,000 but less than \$52,000	40%

\$52,000 but less than \$53,000	35%
\$53,000 but less than \$53,900	30%
\$53,900 but less than \$54,800	25%
\$54,800 but less than \$55,700	20%
\$55,700 but less than \$56,600	15%
\$56,600 but less than \$57,500	10%
\$57,500 but less than \$58,400	5%

Section 4. Amendment to Chapter 194, Article IV, Section 194-18, Subsection A (Exemptions for Disabled Persons).

The schedule set forth in Chapter 194, Article IV, Section 194-18, Subsection A of the Town Code is hereby REPEALED, and REPLACED by the following:

A. The Town of Stony Point, for assessment rolls prepared on the basis of the taxable status date occurring on or after July 1, 2022, provides the following partial exemptions from real property taxation, as set forth in the following schedule:

Annual Income	Percentage of Assessed Valuation Exempt from Taxation
Less than \$50,000	50%
\$50,000 but less than \$51,000	45%
\$51,000 but less than \$52,000	40%
\$52,000 but less than \$53,000	35%
\$53,000 but less than \$53,900	30%
\$53,900 but less than \$54,800	25%
\$54,800 but less than \$55,700	20%
\$55,700 but less than \$56,600	15%
\$56,600 but less than \$57,500	10%
\$57,500 but less than \$58,400	5%

Section 5. Repeal, Amendment, and Supersession of Other Laws

All other Resolutions, Ordinances or Local Laws of the Town of Stony Point, which conflict with the provisions of this Local Law are hereby superseded or repealed to the extent necessary to give this Local Law full force and effect.

Section 6. State Environmental Quality Review Act

Pursuant to 6 NYCRR 617.5 (20) and (27), this Local Law is classified as a Type II action which requires no further review under the State Environmental Quality Review Act.

Section 7. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Local Law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Local Law.

Section 8. Code Preparation.

The Town's Code preparation contractor is authorized, without further action of the Town Board, to correct typographical errors, numbering and other related technical changes that do not affect or alter the substantive provisions of this local law.

Section 9. Effective Date

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Section 27 of the New York Municipal Home Rule Law.

#1

TOWN OF STONY POINT

CHARLES ECCHER PARK
NEW SPLASH PARK

REQUEST FOR PROPOSAL

DESIGN BUILD PROJECT SCOPE

Prepared December 5, 2022



1.0 PROJECT DESCRIPTION

1.1 Scope

In accordance with the terms and conditions of the Contract, the Design-Build Contractor (DBC) shall perform the work of this Request for Proposal (RFP) for the Town of Stony Point (TSP) as described below.

All Architect-Engineer (A-E) Services required in this RFP shall be performed by licensed Architects and Engineers registered in the State of New York.

1.2 Location

This project is located Charles Eccher Park 40 Lowland Hill Road Stony Point, NY 10980

1.3 Description

New Spray Park will be approximately 1000 square feet and include the specific elements listed in Attachment A

1.5 Schedule

The project must be complete and fully operation by June 1, 2023. The DBC shall provide a schedule for completion of all phases of the work as part of their bid package.

1.6 Information

All questions regarding the bidding process and requirements should be addressed to the following:

Contracting Officer (CO):
Karl Javenes, Superintendent of Highways
Town of Stony Point
Office: 845-786-2300
Mobile: 914-906-4836
Email: KJavenes@townofstonypoint.org

2.0 PROJECT REQUIREMENTS

2.1 General Requirements

2.1.1 SCOPE OF WORK AND PROJECT SUMMARY/REQUIREMENTS

The project will consist of the design, approval, and construction of complete and fully functional splash park, approximately 1000 sf total area.

The project will include, but not be limited to, the following:

- Provide a written schedule for the design, approvals process and construction of the work.
- Approvals from Rockland County Department of Health and any other authorities having jurisdiction over the project.
- Design site, site utilities, building and foundation system.
- Submit Design Development and Construction Documents for review and approval, as required.
- Secure work area and provide for continued access to the facility.
- Construct work of the project
- Testing of all systems
- Create and provide operations and maintenance manual. Provide operations and maintenance training for Town staff.
- Provide as-constructed drawings.

2.1.3 Progress Payments

Design Phase - Progress payments during the design phase of the work will be based on submission, review, and acceptance of design deliverables.

Construction Phase - Progress payments during construction will be based on the percentage of work completed on items listed on the approved schedule of values. Actual construction completed and in place will form the basis for payment. Verification of the % complete shall be initiated by the Contractor under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Contractor shall make the computations for payment based on the verification of work completed and in place for any periods for which progress payments are requested.

2.1.4 Project Meetings

Design Meeting

After the award of the contract and acceptance of the Performance and Payment bonds, the CO will arrange a design meeting with the DBC.

Preconstruction Meeting

After 100% Complete DB Construction Documents are approved and prior to the start of construction, the CO will arrange an on-site Preconstruction meeting with the DBC.

Progress Meetings

The DBC shall participate in weekly telephone conference calls with the Contracting Officer, and other project team members to update them on the progress of the work and any coordination or scheduling issues that will affect the work.

2.1.5 Project Schedule

General: The Contractor shall provide two (2) color copies after award and before the design meeting. The schedule shall include a detailed design phase with design deliverable submission dates, review periods as well as a summary construction schedule with important milestones included for both phases.

Construction work cannot begin until approval is obtained for the entire set of 100% Complete DB Construction documents.

2.2 Design Requirements

2.2.1 DB Design Development and Construction Documents

General

All documents shall be prepared using the English System of Weights and Measurements.

Deliverables

DB Design Development

DB Design Development Documents for Town of Stony Point (TSP) Review:

- Submit two (2) hard copies of the following DB Design Development Documents for review:
 - DB-Design Development Drawings
 - Divisions 2 through 49 Outline Specifications
 - Product File
 - Statement of Structural Tests and Special Inspections

- Submit in native formats (no PDF formatted files) one electronic copy of the Draft DB Design Development Drawings

DB Construction Documents

100% Draft DB Construction Documents for Town of Stony Point Review

- Submit five (5) hard copies of the following 100% Draft DB Construction Documents for review:
 - DB Construction Drawings
 - Divisions 2 through 49 Construction Specifications (Construction Specifications Institute (CSI) MasterFormat 04 Edition) A/E shall utilize and modify their own Divisions 2 through 49 Construction Specifications templates.
 - Product File
 - Statement of Structural Tests and Special Inspections
 - Written responses to the DB Design Development Documents Review Comments
- Submit in native formats (no PDF formatted files) one electronic copy of the 100% Draft DB Construction Drawings and written responses/resolutions to all DB Design Development Documents Review Comments.

100% Complete DB Construction Documents Town of Stony Point Review

- Submit five (5) hard copies of the following 100% Complete DB Construction Documents for review and final approval:
 - DB Construction Drawings
 - Divisions 2 through 49 Construction Specifications
 - Product File
 - Statement of Structural Tests and Special Inspections
 - Written responses to the 100% Draft DB Construction Documents review comments
- Submit in native formats (no PDF formatted files) one electronic copy of the 100% Complete DB Construction Drawings and written responses/resolutions to all 100% Draft DB Construction Documents Review Comments.

Complete Stamped and Signed DB Construction Documents

Upon final approval of the 100% Complete DB Construction Documents, submit per the following table, the Complete Stamped and Signed DB Construction Documents for construction, TSP archiving and general use.

2.3 Construction Requirements

2.3.1 Environmental and Sustainability Requirements

Specific sustainability requirements generated in design will dictate more stringent environmental requirements for this project. The following are general requirements:

- Site Disturbance: Minimize the construction limits of the project to reduce the project's impact on the site.
- Toxic Chemicals: Avoid materials that can leach toxic chemicals into the ground water. Do not allow toxic chemicals to enter sewers or storm drains or contaminate land or any body of water.
- Soil Erosion: Protect against erosion and topsoil depletion in accordance with the Stormwater Pollution Prevention Plan.
- Habitats: Protect natural habitats and ecological systems on facility site
- Noise: Minimize noise generation during construction. Operate power equipment in accordance with local noise restrictions.
- Waste Management: Employ processes that ensure the generation of as little waste as possible. Waste disposal in landfills shall be minimized. Recycling is a requirement of this project. All material unsuitable for recycling must be disposed of, in a legal manner, at public or private dumping areas outside the park.

Prior to the commencement of the Work, schedule and conduct a meeting with the Contracting Officer to discuss the proposed Waste Management Plan and to develop mutual understanding relative to details of environmental protection.

2.3.2 Schedule of Values

The total cost of all items shall equal the contract sum. The Schedule of Values will form the basis for progress payments.

An acceptable Schedule of Values shall be agreed upon by the Contractor and Contracting Officer before the first progress payment is processed. A cost loaded project schedule is an acceptable substitute for a schedule of values.

2.3.3 Construction Support

Staging Areas

Construction site will be as approved by the CO and will be limited to the smallest feasible area. Ground disturbance and site management will be carefully controlled to prevent undue damage to vegetation, soils, and archeological resources and to minimize air, water, soil, and noise pollution.

If used, all temporary water, sewer, sanitary facilities and electric utilities, shall be completely removed upon project completion. Remove temporary utility connections.

Construction Zones

Construction zones shall be fenced with CO approved construction barrier fencing, plastic or portable fencing, before any construction activity. The fencing shall define the construction zone and confine activity to the minimum area required for construction. All protection measures shall be clearly stated in the construction specifications, and workers will be instructed to avoid conducting activities beyond the construction zone as defined by the construction zone fencing. Protection of Public: Fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry.

The DBC shall protect tree trunks and root systems of trees in or adjacent to work areas.

2.3.7 Quality Control

General

The quality of all work shall be the responsibility of the Contractor. Testing shall be the responsibility of an independent testing laboratory. Inspect and test all work as needed to ensure that the quality of materials, workmanship, construction, finish, and functional performance is in compliance with applicable specifications and drawings.

Enforcement

The Contractor shall stop work on any item or feature pending satisfactory correction of any deficiency noted by the Contracting Officer.

2.3.8 Working Hour Restrictions

All work and deliveries shall be limited to the weekday hours of 7:00 am to 5:00 pm unless otherwise approved by the Contracting Officer. No work shall occur on Town of Stony Point holidays or weekends without prior approval.

2.3.9 Temporary Services

Temporary materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

Fire Protection Equipment: Observe and enforce standards of fire prevention. No open fires shall be allowed.

Vehicles and Equipment: Provide one fire extinguisher on each vehicle or piece of equipment. Extinguishers shall have a minimum UL rating of 2-A:10-B:C. A capable and qualified person shall be placed in charge of fire protection. The responsibilities shall include locating and maintaining fire protective equipment and establishing and maintaining safe torch cutting and welding procedures.

Smoking: Smoking within buildings or temporary storage sheds is prohibited.

Welding: Cutting by torch or welding shall be performed only when adequate fire protection is provided.

Electricity and Water Service: Water and electrical service are available at the site for DBC use during construction. Capacity for final connections to the work of the project to be confirmed as part of the design work.

Sanitary Facilities: Existing park toilet facilities may be utilized by the DBC during the course of the work.

2.3.10 Access

Coordinate construction efforts with the Contracting Officer such that there is minimal impact to the work of the Town of Stony Point personnel and the visiting public.

During construction of the scheduled facilities, the Design Build Contractor shall have continuous access to the site.

2.3.11 Preservation of Adjacent Features

Confine all operations to work limits of the project. Prevent damage to natural surroundings. Restore damaged areas outside the work limits, repairing or replacing damaged trees and plants, at no additional expense to the Town of Stony Point.

Provide temporary barriers to protect existing trees, plants and root zones that are to remain in place. Do not remove, injure or destroy trees or other plants without prior approval. Consult with the Contracting Officer. Remove agreed upon roots and branches that interfere with construction. Carefully supervise excavation, grading, backfilling, and other construction operations near trees and plants, to prevent damage.

2.3.12 Existing Utilities

Disruptions of services shall be kept to a minimum. The contractor shall coordinate with the local utility companies. All disruptions shall be arranged at least 48 hours in advance with Town of Stony Point and must be approved by Contracting Officer.

2.3.13 Hauling Restrictions

Comply with all legal and local load restrictions in the hauling of materials.

2.3.14 Temporary Controls

Housekeeping: Keep project neat, orderly, and in a safe condition at all times.

2.3.15 Field Engineering

The DBC shall set initial construction stakes establishing lines, slopes, grades, reference points, base lines and bench marks as required. The DBC shall execute the work in accordance with these stakes, and perform all additional staking necessary to execute the work.

All existing survey control utilized for this project shall be preserved. Controls that are destroyed by the DBC shall be replaced by the DBC at their expense.

2.3.16 Project Close-out

Project Record Drawings: Maintain one complete full-size set of contract drawings and one full-size set of vendor-supplied drawings. Clearly mark changes, deletions, and additions using National Park Servicing standards to show actual constructed conditions. Keep record drawings current. Certification of accuracy and completeness will be required for monthly payment requisitions. On completion of the total project, submit complete record drawings.

As-Constructed Drawings: Provide as-constructed drawings by updating the Approved DB Construction Drawing AutoCAD files with information provided on the record drawings, contract modifications; and other applicable shop drawings, sketches, and data.

Electronic and hard copy submissions shall comply with 100% Complete Construction Documents.

Posted Operating Instructions: Furnish operating instruction attached to or posted adjacent to equipment. Include wiring diagrams, control diagrams, control sequence, start-up adjustment, operation, lubrication, shutdown, safety precautions, procedures in case of equipment failure and other items of instruction recommended by manufacturer.

Cleaning: Before scheduling the final inspection, remove all tools, equipment, surplus materials, and rubbish. Restore or refinish surfaces that are damaged due to work of this contract to original condition. Remove grease, dirt, stains, foreign materials, and labels from finished surfaces. Thoroughly clean building interiors. Pick up and remove all construction debris from the site. At time of final inspection, project shall be thoroughly clean and ready for use.

Before submitting a request for final inspection, submit the following:

- Project Record Drawings and As-Constructed Drawings: As specified above.
- Guarantees and Bonds: As specified in Performance Requirements and Specifications.
- Spare Parts and Materials: As specified in Performance Requirements and Specifications
- Operation and Maintenance Data: As specified below and in Performance Requirements and Specifications.
- Keys and Keying Schedule: Submit all keys including duplicates. Wire all keys for each lock securely together. Tag and plainly mark with lock number, equipment identification, or panel or switch number, and indicate location, such as building and room name or number.
- Operating Tools: As specified in the individual sections.

- Special Tools: One set of special tools required to operate, adjust, dismantle, or repair equipment. Special tools are those not normally found in possession of mechanics or maintenance personnel.
- System Demonstration and Training: As specified below and in Performance Requirements and Specifications.
- Mechanical and Electrical Systems: Verify the following in writing:
 - All systems are complete.
 - All systems have been properly started and are operational.
 - All controls are complete and operational, and sequences have been checked and are functioning properly.
- Testing and Balancing Report: As required in the technical specifications.
- Commissioning (Cx)
 - Final Commissioning Plan
 - Final Systems Manual
 - Final Verified Test Reports
 - Final Training Reports
 - Final Commissioning Report

Operation and Maintenance Data: Provide one of 3-ring binders with operation and maintenance data, to the Contracting Officer for review, prior to the final inspection. Data shall include manufacturer's standard literature, equipment data sheets, vendor-furnished as-built drawings; custom written data not included in manufacturer's standard literature; schedules, warranties, parts lists, test results, and subcontractor list.

After TSP review is completed, incorporate comments, and submit 3 final sets of operation and maintenance data to the Contracting Officer.

System Demonstration and Training: Train designated personnel in adjustment, operation, including seasonal and emergency operations, if applicable; maintenance; and safety requirements of equipment and systems. Instructors shall be thoroughly trained in operating theory as well as practical operation and maintenance work for each type of equipment or system. The sequence of the training shall follow the approved outline of the training guide; i.e. Operating and Maintenance Data. Individual sections specify the duration of training required. If no duration is listed, provide training of sufficient duration to adequately cover the subjects.

2.3.18 Substantial Completion and Final Inspection

When work is determined to be substantially complete, the Contracting Officer will prepare a list of deficiencies ("Punch List") to be corrected before final acceptance. The Contracting Officer will issue a Letter of Substantial Completion. If work is not determined to be substantially complete, the Contracting Officer will notify the DBC in writing. After completing work, the DBC shall resubmit certification and request a final inspection.

Acceptance of the work: After all deficiencies have been corrected, the Contracting Officer will issue a Letter of Final Acceptance.

3.0 ATTACHMENTS

ATTACHMENT A

Splash Park Specifications:

General Scope of Work

Splash pad layout plan set with stamped engineering approved by the Rockland County, NY board of Health.

1000 sq ft concrete slab (wet area only) with minimum 4" thickness, reinforced with wire mesh and/ or rebar, granular base and proper slope for drainage.

Complete splash pad installation including all required plumbing materials, spray nozzle install, above ground feature installation, prevailing wage labor and other misc. materials.

Electrical hookups for pumps, controllers, activators and timers according to the laws of Rockland County and the state of NY.

Contractor to perform start up, flush all nozzles and provide operation/ maintenance orientation for client.

¾" water line, 4" sewer stub out and minimum electrical services supplied by the town of Stony point and brought to an accessible area near the splash pad.

Commercial features/ stainless steel

SS water loop 6' set. Qty 1

SS rain blaster with SS footing base. Qty 2

SS 60" water mushroom with SS footing base. Qty 1

SS palm tree with SS footing base. Qty 1

Ground sprays

3" nozzle tool. Qty 1

3" universal housing. Qty 12

3" adjustable nozzle. Qty 12

Formed ground sprays

12- nozzle ring of water. Qty 1

Footings bases/ spray plates

Precut & tied rebar cages for std footing detail, provide detail for town approval. Qty 8

Activators/ timers

Sof touch electronic timer box. Qty 1

SS sof touch activator with SS footing base- post mounted. Qty 1

Controllers/ manifolds

8 zone multi program electronic controller. Qty 1

Project specific splash pad manifold- 2" manifold with 6 – ¾" solenoids and 2- 1.5" solenoids. Qty 1

3 zone manifold- 2" header- 1.5" ball valve. Qty 1

Holding tanks/ rain diverter

Holding tank sized for system and approved by the Rockland County, NY board of Health.

Holding tank for wash out sequences, size determined by the Rockland County, NY board of Health.

2" bulkhead fitting. Qty 2

Pumps/ filters

2 HP Pentair whisper Flo VST pump. Qty 2

TR140C Pentair sand filter. Qty 1

Sanitation/ valves/ fittings/ drains etc.

16" x 16" box drain- 4" or 6" pvc connection. Qty 2

16" x 16" box drain strainer basket. Qty 2

¾" auto water leveler. Qty 1

1.5" Jandy check valve. Qty 2

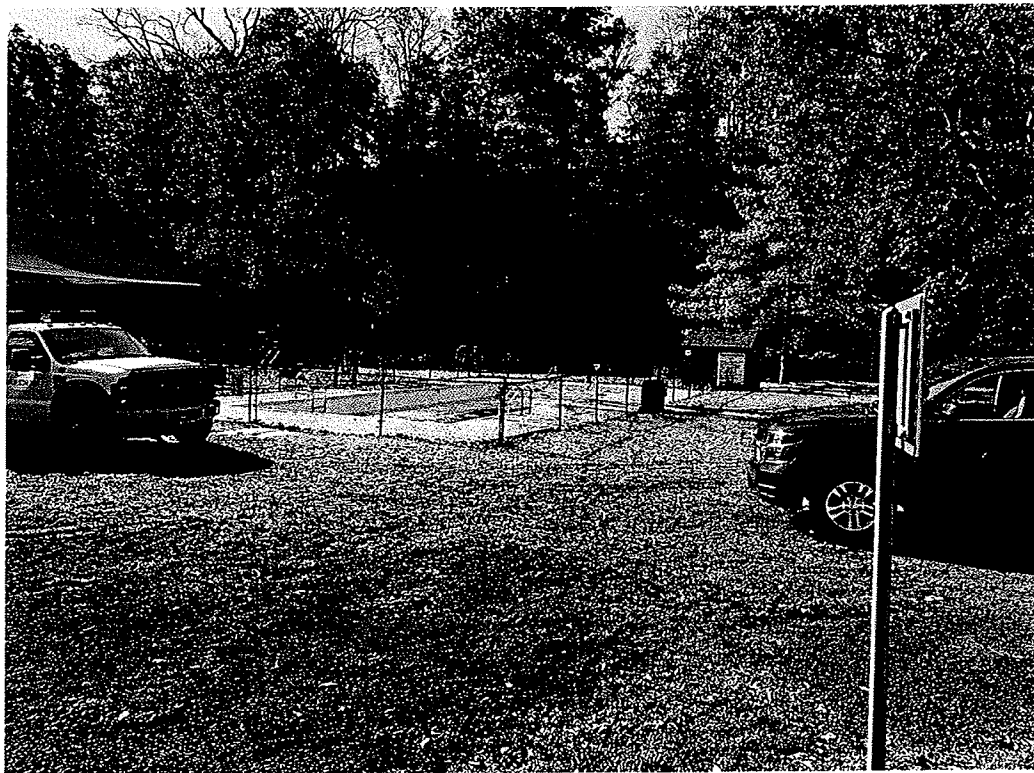
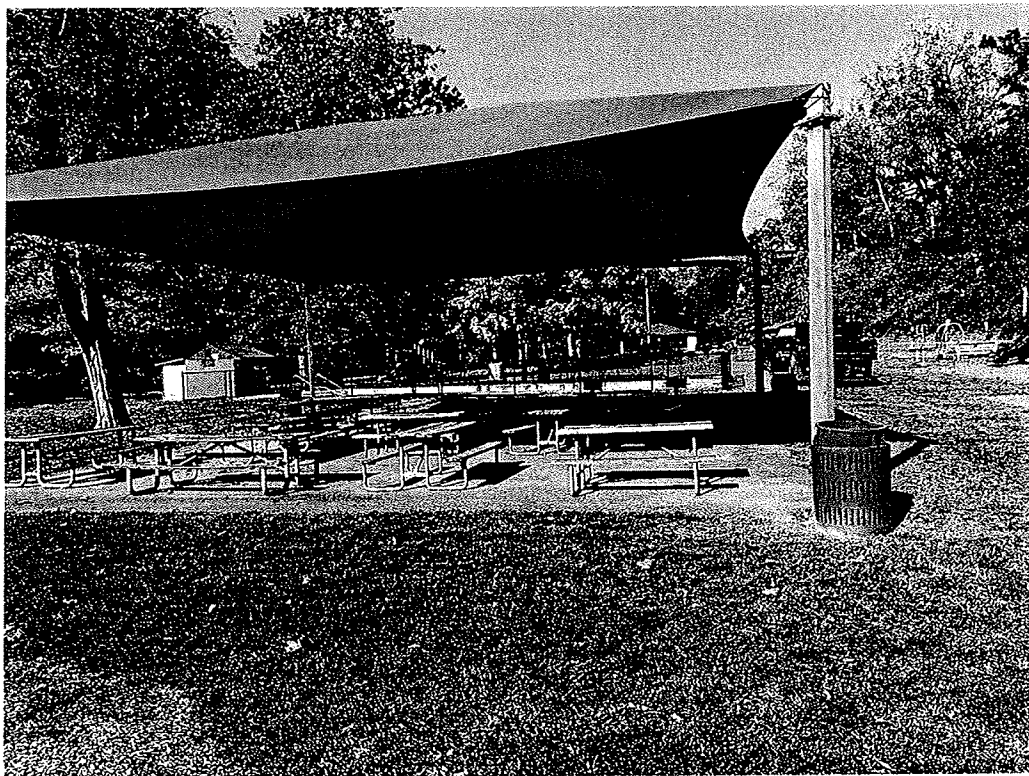
Chemical controller NSF. Qty 1

Stenner 15-gallon tank with adjustable pump. Qty 2

UV sanitizer ELP28 HO NSF certified- 2.5" in & out. Qty

ATTACHMENT B Site Photos





#2

Petition for Zone Change-RRBR

STONY POINT SEALS INC. #3

www.stonypointseals.com

P.O. Box 654 Stony Point NY 10980

November 6, 2022

*Town Board of Stony Point
74 East Main St.
Stony Point, NY 10980*


Dear Town Board,

Our Annual Stony Point Seals Plunge will be held on Sunday February 12, 2022. The Stony Point Seals are respectfully appealing for the use of the town's sound stage, mobile restrooms at Riverfront Park and the Town parking lots. This request is to facilitate the transportation of spectators to our Annual Plunge into the Hudson River during the hours of 10 am thru 3 pm.

The following lots; Commuter lot on 9W, Town hall, Rose Memorial Library, Clark Park and Riverview Park. Busing will be provided at these locations. Thank You for your consideration.

We understand that an approval would be contingent upon an insurance certificate with the Town of Stony Point being named on the policy and a mass gathering permit.

Sincerely,



John R. Fox Trustee



#4

November 22, 2022

Mr. Monaghan James
Town of Stony Point
74 East Main Street
Stony Point, NY 10980

Dear Mr. James,

Thank you for your continued business throughout 2022. We are thankful for each and every one of our clients and look forward to working with you in 2023.

Enclosed is a copy of your 2023 Service Agreement and an updated employee list for your review. To continue services going into next year, please sign and date the bottom section of the Service Agreement and return it with your payment to our corporate address: 800 Route 17M, Middletown, New York, 10940, no later than February 15, 2023. You may also e-mail your signed agreement to Renewal@partnersinsafety.com and mail your payment separately. Due to rising costs that we have incurred, we are raising our pricing for 2023.

Should you have any questions or concerns, please call or e-mail Kathy Brownlee at 845-341-0515 ext. 102, kbrownlee@partnersinsafety.com, or myself at [914-772-4372](tel:914-772-4372).

Have a wonderful Holiday Season.

We appreciate your business!

A handwritten signature in black ink, appearing to read "Ursula Clancy".

Ursula Clancy
President

Rockland County
55 Old Nyack Turnpike, Suite 401
Nanuet, NY 10954
845-624-3882

Corporate Office
800 Route 17M
Middletown, NY 10940
845-341-0515

Westchester County
15 North Broadway, Suite D
White Plains, NY 10601
914-285-0434

New York City
408 West 45th Street
New York, NY 10036
212-727-8637

Partners In Safety, Inc.

800 Route 17M
Middletown, NY 10940
845-341-0515

Invoice

Date	Invoice #
1/1/2023	2180.2023

Bill To
Town of Stony Point Maryellen Gonyea 74 East Main Street Stony Point, NY 10980

P.O. No.	Terms
	Net 30 days

Quantity	Description	Rate	Amount
12	Fee for Administration of Drug & Alcohol Testing Program 2023 Full Program Fee	49.00	588.00
<i>CREDIT CARD PAYMENTS ACCEPTED AT AN ADDITIONAL 3.25%</i>		Total	\$588.00

Complete DOT Program Agreement

Partners in Safety Inc. under the terms and conditions of this agreement shall provide drug and alcohol testing services to the Employer that meet the compliance requirements of the U.S. Department of Transportation as defined in 49 CFR Part 40 and Part 382 and your individual policy.

Complete DOT Program:

\$49.00 per Employee per year

Includes:

- All random drug tests performed by SAMSHA-certified lab
- All random alcohol tests using approved evidential breath testing device
- MS Confirmation
- Medical Review Officer service
- Specimen Collection
- Overnight shipment of specimen
- Random selection of employees
- Record Management
- Internet Resulting/Updating
- Collection Site Management
- DOT Audit Assistance
- MIS Reports
- Monthly Billing
- Medical facility invoicing & payment processing
- Consultation with medical professionals

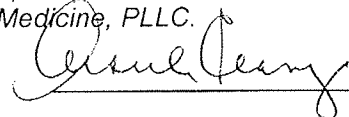
Additional Charges:

(Pre-employment, post-accident, reasonable cause or follow-up tests performed during normal business hours). Please note: The use of non-approved medical facilities may result in additional fees.

DOT drug test at lab or offices of Partners In Safety:	\$ 49.00 per test
DOT drug test with collection performed at an approved walk-in medical facility:	\$ 92.00 per test
Return-to-Duty/Follow-Up drug test including observed specimen collection performed at:	
• offices of Partners In Safety:	\$ 79.00 per test
• approved walk-in medical facility:	\$ 112.00 per test
DOT Breath Alcohol test at offices of Partners In Safety:	\$ 40.00 per test
DOT Breath Alcohol test at an approved walk-in medical facility:	\$ 62.00 per test
DOT/19A physical performed at offices of Partners In Safety:	\$ 72.00 per person
Split Specimen Testing - re-test of positive specimen by another SAMHSA-certified lab: (only when requested by employee within 72 hours of MRO's notification)	\$ 275.00 per test
Emergency Service: (for special situations requiring urgent on-site collections or tests on nights, weekends or holidays)	\$ 185.00 per hour (minimum of 2 hours, plus the cost of the test)

On-site medical services available upon request, minimum volume required. Professional medical services are provided by *Partner in Safety and Medicine, PLLC.*

Signature and Title _____



Client: Town of Stony Point

Ursula Clancy, President

Date: _____

Partners In Safety, Inc.

#5

Nikitas Elias Nicolakis



WORK EXPERIENCE

Office of the District Attorney of Rockland County

New City, NY

Assistant District Attorney

2013-2019, 2020-2021

- Conducted several trials including one jury trial for driving while intoxicated and three bench trials involving driving while ability impaired by drugs, harassment and trespass
- Second chaired numerous felony trials involving violent crimes, domestic disputes and narcotics
- Presented cases to the grand jury involving DWIs, White Collar and Violent crimes
- Handled County Court calendars, prepared for a variety of hearings and resolved cases with felony pleas
- Lectured regularly at the Police Academy regarding legislative updates to the Penal Law

EDUCATION

New York Law School

New York, NY

Juris Doctor

2003 - 2006

Honors & Distinctions: Media Law & Policy Journal, Executive Board
 Certificate of Mastery in Law Practice Technology
 Intellectual Property Society, President

Institute for Information Law & Policy

New York, NY

Lead Student Research Fellow

2004 - 2006

- Conducted organized research on advanced patent law and policy issues for Peer-to-Patent proposal; Assisted executive director and senior faculty in organizing colloquia, symposia and conferences

Harvard Law School - Berkman Center for Internet and Society

Cambridge, MA

Student Research Fellow

2005

- Conducted legal research and drafted memoranda on copyright liability/ licensing for online media; Coordinated State of Play III conference, the leading academic conference on law and virtual worlds

Northeastern University

Boston, MA

Bachelor of Science, Computer Science

1997 - 2002

Honors: Dean's List

ADMISSIONS, MEMBERSHIPS & TECHNICAL SKILLS

Bar Admissions:

New York

United States Patent and Trademark Office

Court Admissions:

Southern District of New York

Eastern District of New York

Federal Circuit Court of Appeals

References shall be furnished upon request

RECEIVED

DEC 05 2022

STONY POINT JUSTICE COURT



WALTER R. SEVASTIAN
ATTORNEY AT LAW
CLERMONT ON THE HUDSON
3 MAIN STREET, SUITE 1
NYACK, NEW YORK 10960

845-358-5115

FAX 845-358-7092

December 9, 2022

Honorable William F. Franks
Honorable Frank J. Phillips
Town of Stony Point Justice Court
6 Patriot Hill Drive
Stony Point, NY 10980

Re: Resignation form position of Special Prosecutor on Vehicle & Traffic matters

Dear Judge Franks & Judge Phillips:

I am writing to inform you that I am stepping down as the Town's Vehicle & Traffic Prosecutor effective 12/31/22.

I would respectfully request that you convey this correspondence to the appropriate official(s) at Town Hall.

I wish to express my sincere appreciation to you both for keeping me on board as your prosecutor for so long.

Not only was it an honor to serve in your Court for 7+ years, your legal acumen and judicial temperament provided me with a wealth of knowledge for my future endeavors.

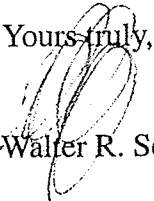
It was also, on many occasions, extremely enjoyable and satisfying to work with you both.

I am sure you know this, but your work affects the lives of many people, and you should look back with pride on the help and protection you provide to the residents of Stony Point.

Please also thank your court staff for the support they gave me over the years, it was invaluable.

Again, than you so much for the opportunity to serve with you over the years.

Yours truly,


Walter R. Sevastian, Esq.

WRS/nes

#6

RESOLUTION

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

The following resolution was duly offered and seconded to wit:

RESOLUTION 2022/_____

RESOLUTION DETERMINING TYPE II ACTION

WHEREAS, the Town of Stony Point (“Town”) seeks to expand the Town Wastewater Treatment Plant (“WWTP”) with required upgrades and repairs in order to treat higher flows; and

WHEREAS, such upgrades will allow the Town to treat existing flows at its own Wastewater Treatment Plant rather than divert such flows outside the Town; and

WHEREAS, such upgrades include two (2) 50-foot diameter circular clarifiers, new aeration system units, two (2) positive displacement blowers (installed in Summer of 2020), a UV disinfection system installed in the existing chlorine contact tank, one (1) blower for the digesters and a headworks installation at the entry point; and

WHEREAS, the Town Board desires to make a determination pursuant to the New York State Quality Environmental Quality Review Act (“SEQRA”).

NOW THEREFORE BE IT RESOLVED that:

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

Section 2. The Town Board hereby determines that the proposed Project and associated finding is a Type II action under SEQRA pursuant to 6 NYCRR 617.5(c)(9) and 617.5(c)(13) therefore requiring no additional environmental review.

Section 3. The Town Supervisor, and any Town official, employee or consultant as directed by the Town Supervisor is hereby authorized to take any and all actions necessary to carry out the provisions of this Resolution.

Section 4. This Resolution shall be effective immediately.

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

Yea Nay Abstain Absent

Supervisor Monaghan	[]	[]	[]	[]
Councilman Puccio	[]	[]	[]	[]
Councilperson Joachim	[]	[]	[]	[]
Councilperson Rose	[]	[]	[]	[]
Councilperson Williams	[]	[]	[]	[]

The Resolution was thereupon duly adopted.

TOWN OF STONY POINT
BUILDING DEPARTMENT

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

#7

NOTICE OF HEARING

November 14, 2022

No. 2022-212

Section Block Lot # 15.04-2-57

15 & 17 Chestnut St.
15 & 17 Chestnut Street Corporation
10 Wits End
Spring Valley, N.Y 10977

RE: Order of Remedy

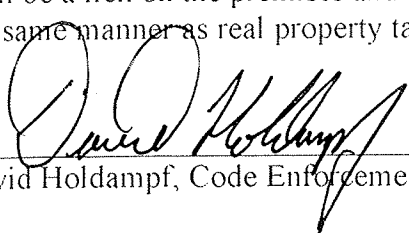
PLEASE TAKE NOTICE that you have failed to remedy the violation set forth in a Notice of Violation and Order to Remedy Violation dated **November 14, 2022**, by the required compliance date. The premises located at **15 & 17 Chestnut St., Stony Point NY 10980** designated as **Tax Map No. 15.04-2-57**, 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 **December 13 at 7:00 P.M.**, at the Rho Building 5 Clubhouse Lane in the Town of Stony Point, at which time the Town Board will determine whether the aforesaid violation has been properly remedied and whether to order that corrective action be undertaken by the Town at your Expense. You have the right to appear with or without an attorney and have the right to present evidence and examine witnesses to contest the accuracy and validity of the violations noticed herein.

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



David Holdampf, Code Enforcement Officer

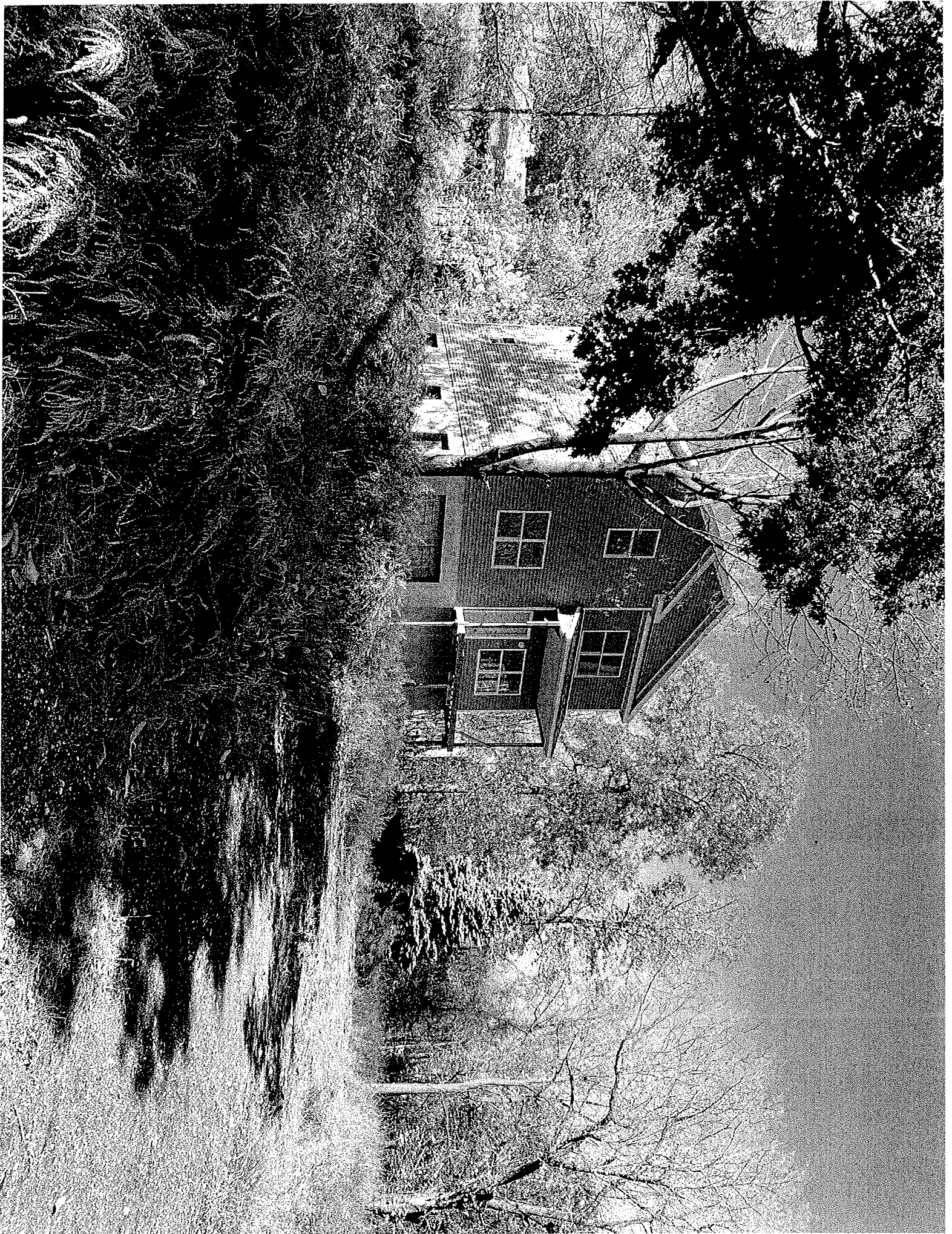


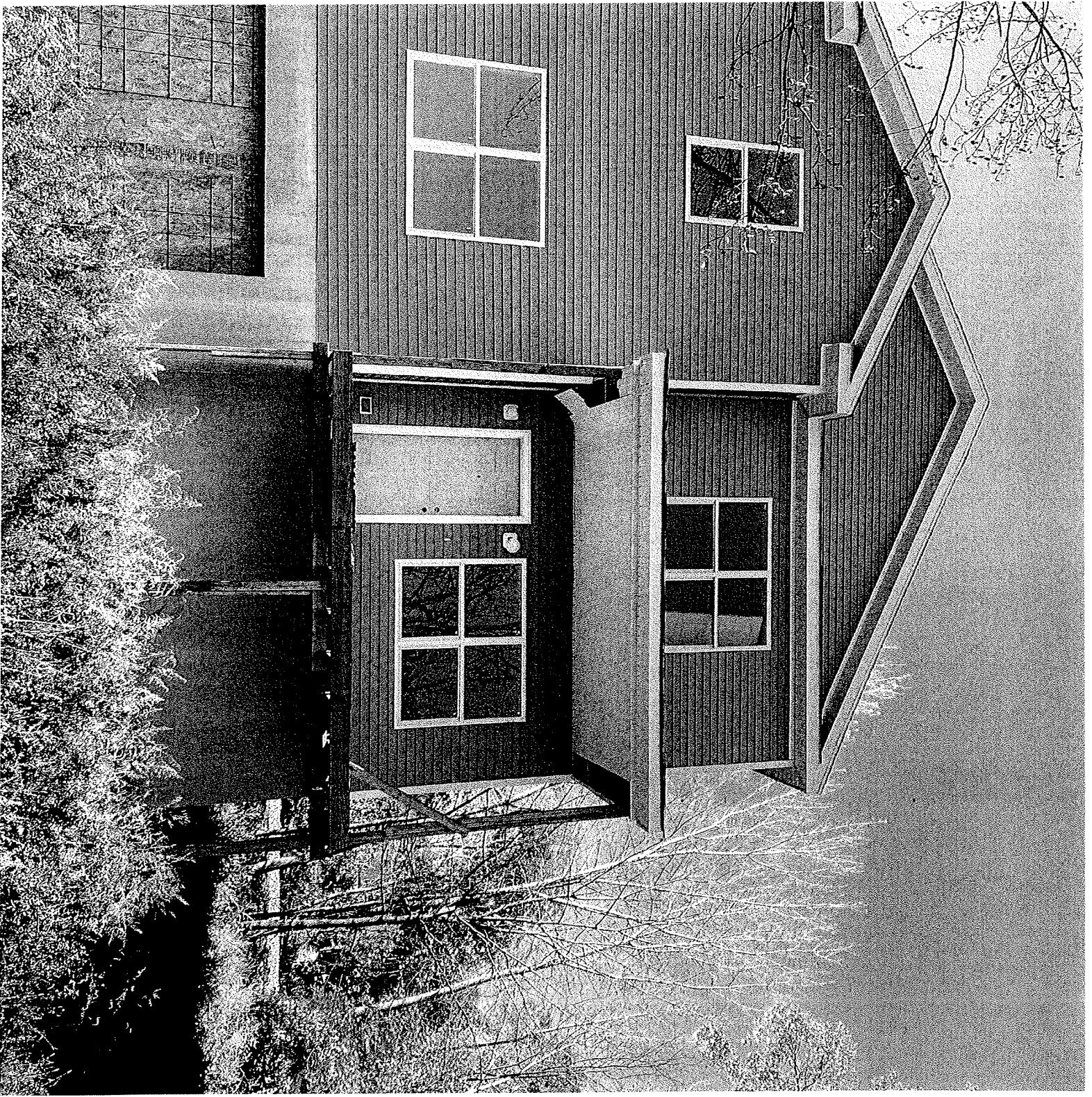
15 Chestnut St.

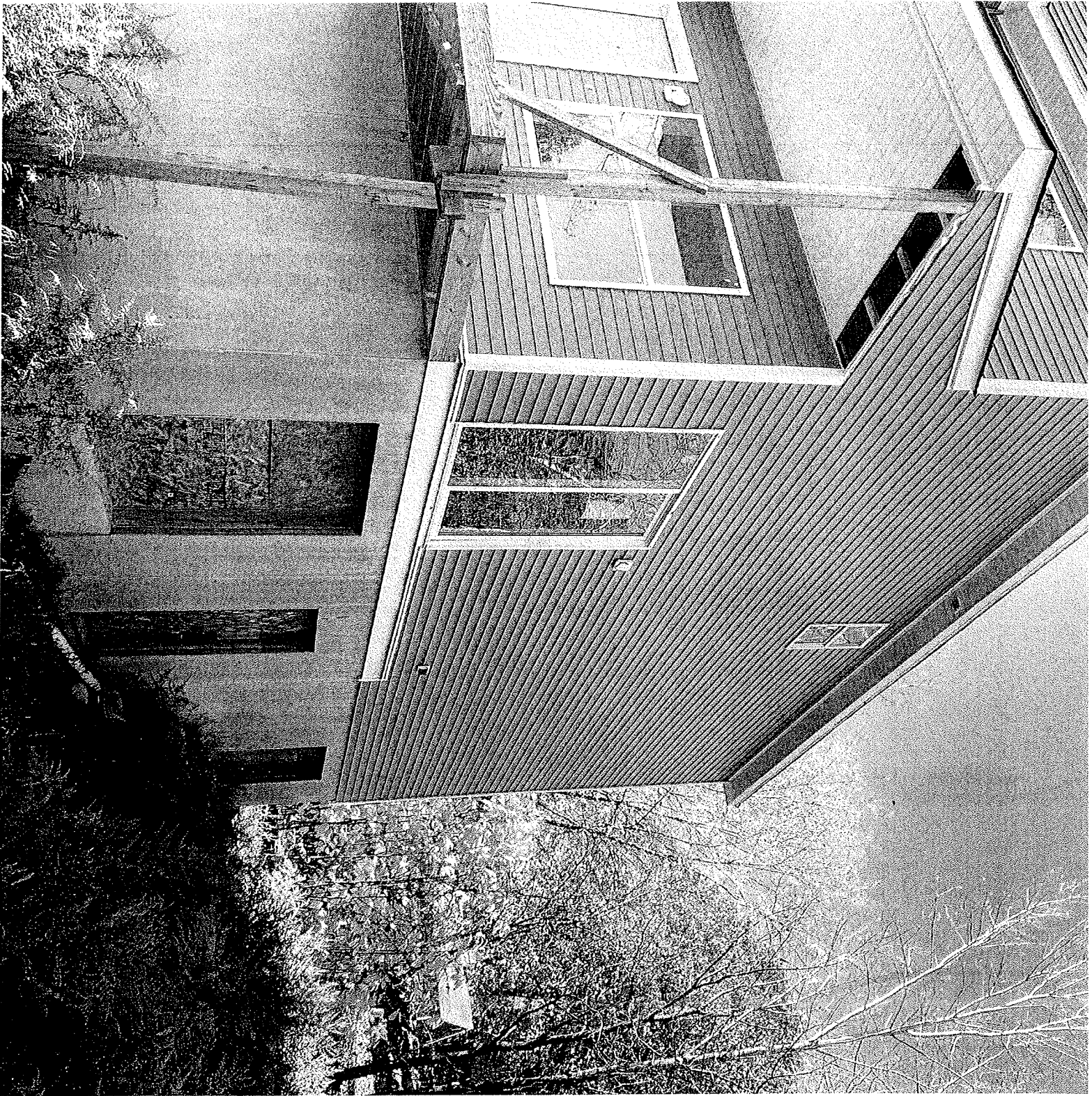












#8

**INTERAGENCY AGREEMENT
TOWN OF CLARKSTOWN, HAVERSTRAW,
RAMAPO AND STONY POINT
AND ROCKLAND GREEN**

THIS AGREEMENT made the ____ day of December, 2022 by and between ROCKLAND GREEN, a body politic and corporate constituting a public benefit corporation of the State of New York, having its principal office at 172 Main Street, Nanuet, NY 10954, or its wholly owned subsidiary, hereinafter referred to as "ROCKLAND GREEN", and TOWN OF CLARKSTOWN, a municipal corporation of the State of New York with offices located at 10 Maple Avenue, New City, New York 10956; TOWN OF HAVERSTRAW, a municipal corporation of the State of New York with offices located at One Rosman Road, Garnerville, New York 10923; TOWN OF RAMAPO, a municipal corporation of the State of New York with offices located at 237 Route 59, Suffern, New York 10901; and TOWN OF STONY POINT, a municipal corporation of the State of New York with offices located at 74 East Main Street, Stony Point, New York 10980; hereinafter referred to as "TOWNS", hereinafter referred to as, in the manner following:

WHEREAS, ROCKLAND GREEN is a public benefit corporation organized and existing under Title 13-M of the Public Authorities Law of the State of New York (the "Act"), as amended on August 17, 2022 pursuant to Chapter 553 of the Laws of 2022 (the "Amendment"), (collectively the "Amended Act"); and

WHEREAS, the TOWNS are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York; and

WHEREAS, in 1973, the County of Rockland, New York (the "County") constructed an animal shelter (the "Animal Shelter") on land owned by the County located at 65 Fireman's Memorial Drive, Pomona, New York 10970 ("Property"), for the temporary care, shelter and disposition of neglected, abused, and abandoned dogs and other animals pursuant to Article 7 of the New York State Agriculture and Markets Law and other laws of the State of New York applicable thereto, and has historically accepted dogs and other similar domestic animals brought to the Animal Shelter by the TOWNS' animal control officers, law enforcement officers, residents and humane organizations for the proper care and provision of proper food and shelter for these dogs and other similar domestic animals until redeemed or otherwise disposed of; and

WHEREAS, pursuant to the Amended Act, Rockland Green may operate an animal shelter and provide animal management services on behalf of one or more municipalities located in the County pursuant to the New York State Agriculture and Markets Law; and

WHEREAS, the County and Rockland Green have, or prior to January 1, 2023 will, enter into an agreement for the Animal Shelter and Property (the "Shelter Property Agreement") for the use thereof; and

WHEREAS, on the 17th day of November, 2022, the Board of Rockland Green by Resolution No. of 2022, approved the Shelter Property Agreement and authorized its execution by the Executive Director; and

WHEREAS, Rockland Green has entered into negotiations with Hi-Tor Animal Care Center, Inc. for animal management and operation of the Animal Shelter, and intends to enter into an agreement with Hi-Tor Animal Care Center, Inc. on or before January 1, 2023; and

WHEREAS, in the event Rockland Green is unable to successfully negotiate an agreement with Hi-Tor Animal Care Center, Inc., Rockland Green agrees to provide animal management and shelter services at an alternate location; and

WHEREAS, it is the desire of ROCKLAND GREEN to provide animal shelter services in accordance with all applicable laws and it is the desire of the TOWNS to utilize such services; and

WHEREAS, on the day of December, 2022, the Town Board of the TOWN OF CLARKSTOWN, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, on the day of December, 2022, the Town Board of the TOWN OF HAVERSTRAW, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, on the day of December, 2022, the Town Board of the TOWN OF RAMAPO, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, on the day of December, 2022, the Town Board of the TOWN OF STONY POINT, by Resolution No. of 2022, approved this agreement and authorized its execution by the Supervisor; and

WHEREAS, on the day of December, 2022, the Board of Rockland Green by Resolution No. of 2022, approved this agreement and authorized its execution by the Executive Director;

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

1. SERVICES: ROCKLAND GREEN shall render and perform services for and to the TOWNS and their residents; as itemized on the attached **Schedule "A"**. ROCKLAND GREEN represents and warrants to the TOWNS that it, and its employees, representatives, contractors and agents possess all the skills, experience, expertise and independence to render these services to the TOWNS.
2. TERM: ROCKLAND GREEN services to be performed under this agreement shall commence on January 1, 2023 and terminate on December 31, 2024.
3. PAYMENT: The parties acknowledge agree that pursuant to the Amended Act, an animal management charge shall be placed on the real property tax rolls of the properties in the TOWNS to pay for the animal management services, including those services set forth in the attached **Schedule "A"**.
4. ASSIGNMENT: ROCKLAND GREEN shall be permitted to assign, pledge, transfer or assign this Agreement to a wholly-owned subsidiary corporation formed by ROCKLAND GREEN to provide

animal shelter services upon written notice to the TOWNS.

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written. It is understood and agreed by the parties that this agreement is not valid and enforceable by any signatory until fully executed by all parties.

TOWN OF CLARKSTOWN

By: _____
GEORGE HOEHMANN
Supervisor

Dated: _____

TOWN OF HAVERSTRAW

By: _____
HOWARD T. PHILLIPS, JR.
Supervisor

Dated: _____

TOWN OF RAMAPO

By: _____
MICHAEL SPECHT
Supervisor

Dated: _____

TOWN OF STONY POINT

By: _____
JIM MONAGHAN
Supervisor

Dated: _____

ROCKLAND GREEN

By: _____
GERARD M. DAMIANI, JR.
Executive Director

Dated: _____

SCHEDULE "A"

1. Rockland Green shall provide and maintain a shelter or pound for seized domestic companion animals and for lost, strayed or homeless domestic companion animals pursuant to § 114 of the Agriculture and Markets Law at Firemen's Memorial Drive, Pomona, New York or other alternate location, shall humanely euthanize, where necessary and in accordance with generally accepted principles for a no-kill animal shelter, seized and unredeemed domestic companion animals pursuant to and as provided in the Agriculture and Markets Law, and the Rules and Regulations promulgated thereunder by the Commission of Agriculture and Markets, and shall properly care for all animals in such shelter, that shall at all times during the term hereof, be under the care and charge of a competent employee.
2. The shelter shall be available to the Dog Control Officer, Highway Department workers and police officers of the Towns during all operating hours, as well as the Towns' residents with valid proof of residency, for routine receptions and at all other times as hereinafter provided.
3. Rockland Green shall accept "community" (a/k/a feral) cats in accordance with Hi Tor Animal Care Center's Feral Cat Policy, which was approved by Hi-Tor Animal Care Center, Inc. on June 15, 2019, and which is attached hereto as **Schedule "B"** and made a part of this Agreement.
4. Rockland Green will enforce the provisions of § 117 of the Agriculture and Markets Law with respect to impoundment periods and fees, proper licensing and rabies vaccinations.
 - (a) At the end of the legally established impoundment period, as set forth in § 117 of the Agriculture and Markets Law, unredeemed, aged, diseased or otherwise unadoptable domestic companion animals (in the judgment of Rockland Green or its designee), unless otherwise specified by the Dog Control officer, may be disposed of humanely as provided by applicable laws and regulations and in accordance with generally accepted principles for a no-kill animal shelter.
 - (b) Upon the expiration of the statutory or other applicable redemption period, and unless such animal shall have been humanely disposed of, any unredeemed, seized, lost, strayed or homeless domestic companion animal shall be deemed transferred to, and shall become the property of Rockland Green or its designee, which, thereafter, may release such unredeemed animal for adoption, place such animal, or otherwise act with respect to such animal as permitted by law as set forth in § 117 of the Agriculture and Markets Law. Following such transfer, Rockland Green and/or its designee shall be released and held harmless from any cost, expense or other liability that may be incurred relating to such animal.
 - (c) In the event that a seized, lost or strayed domestic companion animal impounded by an employee of the Town and/or Town resident is claimed by its owner prior to the expiration of the statutory or other applicable redemption period, the owner must make payment of the impoundment fee required pursuant to Article 7 of the Agriculture and Markets Law payable to Rockland Green or its designee, plus boarding fees payable to Rockland Green or its designee in an amount to be determined by Rockland Green for each twenty-four (24) hour period the animal has been in the care of Rockland Green.

- (d) Rockland Green shall not release a dog to any Towns resident without such resident providing acceptable proof of licensing and rabies vaccination; any deviations will be reported to the Dog Control Officer for enforcement.
- (e) In the event an animal has been transferred to Rockland Green and released for adoption due to the expiration of the statutory redemption period, pursuant to § 117(7-a) of the Agriculture and Markets Law, but has not yet been placed, Rockland Green may permit the former owner, if verified, to reclaim the animal upon the payment of both the Impound and Boarding fees required by law, plus such amount as may be established by Rockland Green as a charge for each twenty-four (24) hour period the animal has been in the care of Rockland Green beyond the statutory or other applicable redemption period.
- (f) The per diem fees beyond the statutory redemption period shall be the property of Rockland Green or its designee and shall be receipted to the payer by Rockland Green or its designee. The statutory impoundment fee shall be kept by Rockland Green or its designee and applied to the maintenance and operation of the animal shelter.

SCHEDULE "B"



HI TOR ANIMAL CARE CENTER'S FERAL CAT POLICY

Definitions

"Ear tip" or "ear tipping," is the removal of a small piece (approx. one centimeter) from the tip of an animal's left ear to identify a feral cat as having been spayed/neutered and vaccinated and which is in no way harmful to the animal.

"Feral cat," A feral cat is a cat that has had little or no human contact during the animal's life and cannot be safely handled by those methods commonly employed by human care givers or protectors.

"Hi Tor"," is the High Tor Animal Care Center, Inc.

"Spay/neuter/vac," means the non-lethal trap, spay/neuter, vaccinate, ear tip and return practice for receiving and processing feral cats brought to Hi Tor.

- Hi Tor Animal Care Center, Inc., ("Hi Tor" or "Shelter") opposes - and will not assist - any "catch and kill" program of feral cat population control.
- Hi Tor does not accept and will not receive any feral cat for the sole purpose of euthanasia.
- Hi Tor endorses and practices the Non-lethal Trap, Spay/Neuter, Vaccinate, Ear Tip and Return ("spay/neuter/vac") method of addressing feral cats, which, when integrated with an existing feral cat management plan, is the most effective method of humanely controlling feral cat populations.
- Hi Tor will only accept feral cats pursuant to these protocols. Ear tipped cats will not be accepted at the shelter. Any feral cat delivered to the shelter must be returned to the area where it was taken from when deemed ready for release by Hi Tor personnel.

SCHEDULE B *continued*

- Feral cats, which have not been previously ear tipped and which have been delivered to the shelter will be accepted by Hi Tor for spay/neuter/vac only. Following spay/neuter/vac, each feral cat shall be returned to the vicinity and environment where the animal was located.
- After spay/neuter/vac, and within forty-eight (48) hours of receipt of notice from Hi Tor, feral cats accepted from recognized cat advocacy organizations or residents of Rockland must be retrieved from Hi Tor and returned to the vicinity where the animal was located. However, feral cats accepted from animal control officers (ACO) or police officers will be returned by Hi Tor to the vicinity where the animal was located.
- *Hi Tor will only receive and accept feral cats with the express understanding and agreement that after spay/neuter, etc., and Hi Tor's clearance, the animal must be returned to its prior location for reentry to that environment.*
- A rabies vaccination will be administered to a feral cat before Hi Tor's release of the animal for return to the environment where the feral cat was located. Feral cats that have been spayed/neutered will also be ear tipped by Hi Tor.