

Agenda

STONY POINT TOWN BOARD

7:00PM

March 14, 2023

Pledge of Allegiance
Roll Call
Supervisors Report
Police Dept Report
Highway Superintendents Report
Golf Course Report
Purchase Order Request
Audit of Bills
Minutes: February 28, 2023
Departmental Reports
Correspondence
Public Input-Limited to 3 minutes

Continued Public Hearing- Zone Change-Tomkins CAMF LLC Zone Change

1. Appoint Police Candidate
2. Authorize Town Clerk to go out to bid for Pickleball Courts
3. Sponsorship-Great American Cleanup
4. Adopt Procurement Policy
5. Approve Seasonal Hire for Patriot Hills Golf Club-Pro Shop
6. Easement – Eagle Bay Esplande
7. Employee Retirement Payout
8. Resolution Declaring Official Name-Griffin Street
9. Approve Cyber Liability Insurance Coverage (requirement of County ARPA grant)

Executive Session-If Necessary

Continued Public Hearing- Zone Change-Tomkins CAMF LLC Zone Change

#1

DEPARTMENT OF PERSONNEL

50 Sanatorium Road
Building A, 7th Floor
Pomona, New York 10970
Phone: (845) 364-3737 Fax: (845) 364-3738

Lori Gruebel
Commissioner of Personnel

March 3, 2023

Supervisor James Monaghan
Town of Stony Point
74 East Main Street
Stony Point, New York 10980

Dear Supervisor Monaghan:

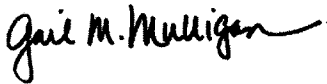
We are pleased to inform you that the following candidate on the Police Officer/Patrol Officer (Spanish Speaking) Eligible List No. #67-589 has qualified on the required medical, physical fitness, psychological tests, and fingerprint check.

VICTOR YUPA

Consequently, you may now, if you desire, grant the above candidate a permanent or contingent permanent appointment to any vacant, duly established position of Police Officer from any valid appointment certification. The appointing certification will be sent under separate cover.

Should you have any questions, please feel free to contact our office.

Sincerely,



Gail M. Mulligan
Human Resources Generalist

cc: Chief Edward Finn
Rockland County Local Municipal Services Unit

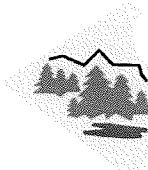
#2

Authorize Town Clerk to go
out to bid for Pickleball
Courts



Green Starts Here! GREAT AMERICAN CLEANUP

#3



Sponsorship Opportunities

**KEEP
ROCKLAND
BEAUTIFUL**

We're rolling up our sleeves again this April – May! Please support the 2,000+ volunteers who will remove 20+ tons of litter from streets, parks, and streams across the county, while learning ways to reduce waste and protect our waterways.

1. Campaign Sponsor / \$2,500

For maximum exposure throughout the county

Logo on: Individualized Banner • T-Shirt • Website
Name on/in: Tote Bag • Email Blasts • PR/Social Media
Listing on KRB's: Cleaner Greener Business Directory

2. Community Cleanup Event Sponsor / \$1,750

For targeting a specific village See Reverse for Details

Logo on: Event Banner • Website • Signage at Event
Name on/in: T-Shirt • Email Blasts • PR/Social Media

3. Banner & T-Shirt Sponsor / \$1,500

Logo on: Individualized Banner • T-Shirt • Website

4. T-Shirt Sponsor (2 Options)

Logo on: T-Shirt & Website / \$1,250 OR

Name on: T-Shirt & Website / \$650

5. Safety Vest Sponsor / \$350

Name on: Safety vests used by volunteers along roadways

6. Tote Bag Sponsor / \$250

Name on: Tote bag given to cleanup team leaders



Order Form

- Please select sponsorship(s) _____
- Send us your contact information and payment OR sign up/pay online with a credit card at www.keepprocklandbeautiful.org
 - Send your logo in a jpg or pdf format (approx. 1 MB+) to info@keepprocklandbeautiful.org or call (845) 708-9164

Deadline: March 1, 2023

Organization/Business

Contact

Street Address

City

Zip

Phone Number

E-mail

Text for T-shirt, Banner & Media (Please print clearly)

Please make your payment to: Keep Rockland Beautiful, Inc. Mail to: 120-126 N. Main St., 2nd Fl. Annex, New City, NY 10956
KRB is a 501(c)3 non-profit organization. Your donation is tax deductible to the fullest extent allowed by law.

#4

**RESOLUTION NO. ____ OF 2023
REGARDING TOWN PROCUREMENT POLICY**

WHEREAS, the Town Board for the Town of Stony Point wishes by Resolution to adopt policies and procedures regarding the procurement of goods and services which are not required to be made pursuant to the competitive bidding requirements of state laws; and

WHEREAS, the Procurement Policy shall pursuant to Town Law Section 104-b(2)(f) shall be updated biennially concerning the individual or individuals responsible for purchasing and their respective titles; and

WHEREAS, the individuals responsible for purchasing is the Department heads for each Department and the assistant to the Supervisor for all Town Board requirements whose names are attached to this Resolution; and

WHEREAS, the Procurement Policy of the Town shall be set forth in detail and shall be reviewed annually pursuant to Town Law Section 104-b (4).

NOW, THEREFORE, it is resolved as follows:

1. **Adoption; applicability.** The Town of Stony Point, New York does hereby adopt the following procurement policy which is intended to apply to all goods and services which are not required by law to be publicly bid.

2. **Determination of purchase.** Every purchase made will be initially reviewed to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good-faith effort will be made to determine whether it is known or can reasonably be expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. As a general guide, items of work of the same or similar nature which are customarily handled by the same vendors or contractors should be treated as single items for purposes of determining whether the dollar threshold will be exceeded.

3. **Purchases not subject to competitive bidding.** The following items are not subject to competitive bidding pursuant to §103 of the General Municipal law:

- A. Purchase contracts under \$20,000 and public works contracts under \$35,000.
- B. Emergency purchases as defined in General Municipal Law § 103(4).
- C. Goods purchased from correctional institutions or agencies for the blind or severely handicapped.
- D. Purchases under state and county contracts.

- E. Surplus and secondhand purchases from another governmental entity.
- F. Items which may only be purchased from one source.
- G. Goods purchased at auction.
- H. Professional Services.
- I. True Leases.
- J. Purchased otherwise exempted from competitive bidding by New York State Law.

4. **Documentation of decision regarding bidding.** The decision that a purchase is not subject to competitive bidding will be documented, in writing. This documentation may include written or verbal quotes from vendors, a memo from the purchaser indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the purchaser detailing the circumstances which led to an emergency purchase or any other written documentation that is appropriate.

5. **Purchase to be at lowest price and responsible provider.** All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and responsible provider.

6. **Methods of purchase.**

A. The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase Contract	Method
\$1,000 to \$4,999	2 verbal quotations
\$5,000 to \$19,999	3 written/FAX quotations or written request for proposals

Estimated Amount of Public Works Contract	Method
\$1,000 to \$4,999	2 verbal quotations
\$5,000 to \$9,999	2 written/FAX quotations
\$10,000 to \$34,999	3 written/FAX quotations or written request for proposals

- B. A good-faith effort shall be made to obtain the required number of proposals or quotations. If the purchaser is unable to obtain the required number of proposals or quotations, the purchaser will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement.

7. Documentation required.

- A. Documentation is required for each action taken in connection with each procurement.
- B. Documentation and an explanation is required whenever a contract is awarded to other than the lowest responsible offeror. This documentation will include an explanation of how the award will achieve savings and/or why it is in the best interests of the Town and its taxpayers to make an award to other than the low bidder and/or how the offeror was not responsible. A determination that the offeror is not responsible shall be made by the purchaser and may be reviewed by the Town Board.
- C. A Request for Proposal may be restricted within the Town or county, provided that it does not violate this Policy. In the event that a Request for Proposal will contain such a geographic restriction the purchaser shall document the manner in which it does not violate this Policy.

8. Alternative proposals not required.

Pursuant to General Municipal Law § 104-b(2)(f), a procurement policy may contain circumstances when, or types of procurements for which, in the sole discretion of the Town Board, the solicitation of alternative proposals or quotations will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the Town of Stony Point to solicit quotations or document the basis for not accepting the lowest bid:

- A. Professional services or services requiring special or technical skill, training or expertise.
 - (1) The individual or company must be chosen based on accountability, reliability, responsibility, skill, education and training, judgment, integrity and moral worth. These qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures. In determining whether a service fits into this category, the Town Board shall take into consideration the following guidelines:
 - (a) Whether the services are subject to state licensing or testing requirements.
 - (b) Whether substantial formal education or training or successful experience is a necessary prerequisite to the performance of the services.
 - (c) Whether the services require a personal relationship between the individual and municipal officials.
 - (2) Professional shall include but not be limited to the following: services of an attorney; services of a physician; services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/or services of an

insurance broker; services of a certified public accountant; investment management services; economic development; professional; printing services involving extensive writing, editing or art work; management of municipally owned property; and computer software or programming services for customized programs or services involved in substantial modification and customizing of prepackaged software.

(3) The Town by and through the Town Board may, at its discretion, require that the professional provide the following:

(a) A completed acquisition form submitted to the department head which provides a request for work to be performed, including hours to be spent, description of work to be performed and projected cost.

(b) The Town shall have the option of obtaining additional quoted for the services to be provided and may accept a lower quote.

(c) In the event that the cost of services to be provided shall exceed the amounts specified on the acquisition form the professional shall submit an extension request form to the Town Board for approval prior to expending additional materials or services in excess of the amount specified in the original acquisition form.

(d) Prior to payment the professional shall submit the following:

[1] Complete description of work performed;

[2] Where appropriate, hours for each item with appropriate rate charged; and

[3] Copy of approved acquisition form signed by any appropriate department head together with any signed extension forms for sums due in addition to the amounts set forth in the original acquisition form.

B. Emergency purchases pursuant to § 103, Subdivision 4, of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately, and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the residents. This subsection does not preclude alternate proposals, if time permits.

C. Purchases of surplus and secondhand goods from any source. If alternate proposals are required, the Town is precluded from purchasing surplus and secondhand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods, and a lower price may indicate an older product.

D. Goods or services under \$1,000. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be

in the best interests of the taxpayer. In addition it is not likely that such small contracts would be awarded based on favoritism.

9. **Effective date; annual review.** This policy shall go into effect March 15, 2023, and shall be reviewed annually.

**NAMES OF INDIVIDUALS RESPONSIBLE FOR PURCHASING
PURSUANT TO THIS TOWN PROCUREMENT POLICY***

1. Amy Stamm, Assistant to Supervisor is responsible for the purchase of all office supplies.
2. Karl Javenes, Superintendent of Highways for Highway Department.
3. Ed Finn, Chief of Police for the Police Department.
4. Kathy Lyons, Tax Receiver for Tax Receiver's Office
5. William Franks, Senior Judge for Justice Court
6. Director of Golf for Golf Operations (TBD)
7. Karl Javenes & Ryan Sheridan, Chief Operator h2o Innovations (3rd party) for Sewer Department
8. William Beckmann, Tax Assessor for Assessor's Office
9. Karl Javenes, Harry Hansen, Foreman Buildings, Grounds and Parks for Buildings, Ground and Parks
10. John Hager, Building Inspector for Building Department and Safety
11. Megan Carey, Town Clerk for Clerk's Office
12. Evan Weymouth, Golf Course Superintendent for Golf
13. Karenanne Nigro, Recreation Facility Supervisor for Recreation Department
14. Craig Robinson, Recreation Supervisor for Recreation Department

*In the event that a person is appointed or elected to fill a position identified above prior to annual review of this policy, such newly appointed or elected person shall be deemed to be authorized as a purchaser under this policy.



#5

Ron Gerhold Jr., PGA

19 Clubhouse Ln, Stony Point, NY 10980

PHONE: (845) 947-7085

FAX: (845) 947-7296

E-mail: rgerhold@patriothillsgolfclub.com

March 14, 2023


Members of the Town Board,

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

Pro Shop

Dennis Tobin	\$15.00
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Sincerely,



Ron Gerhold Jr.

Assistant Director of Golf

#6

GRANT OF PUBLIC ACCESS & USE EASEMENT
(Public Access to and Use of the Hudson River Frontage)

THIS GRANT OF PUBLIC ACCESS & USE EASEMENT is made this _____ day of March, 2023, by Breakers Stony Point LP (the “Grantor”), the owner in fee of property located at 22, 29 and 31-36 Hudson Drive, Stony Point, New York (S/B/L 15.04-6.5; 15.04-6.4 and 15.04-6.3, respectively, to be merged into one lot) in the Planned Waterfront (PW) zoning district (the Property”), its heirs, successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the Property, in favor of the Town of Stony Point, a New York municipal corporation whose principal address is 74 East Main Street, Stony Point, New York, 10980, its successors and assigns, hereinafter referred to as the “Grantee” or “Town”.

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of the Property; and

WHEREAS, by virtue of the Property’s location directly on the Hudson River the waterfront area of the Property, when developed, will possess great scenic, aesthetic and recreational qualities for the public’s use and enjoyment; and

WHEREAS, by Resolution dated April 28, 2022 , the Grantor was granted site plan (the “Final Site Plan”) approval from the Town of Stony Point Planning Board allowing the site development including the construction of 264 residential units pursuant to the Town of Stony Point’s Waterfront Mixed Use Development Zone, set forth in Section 215-92.3 of the Town’s Zoning Code (the “Code”), and provision (H) thereof which provides, in part: “A continuous area of adequate width to support public use and enjoyment shall be provided along the Hudson River frontage... [t]he applicant shall provide the Town with public access easements or fee title to such frontage area;” and

WHEREAS, on July 7, 2022 the Town Board of the Town of Stony Point granted a Special Permit allowing certain marina uses pursuant to Code Section 215, attachment 13.1, Column D.1; and

WHEREAS, by Resolution dated April 28, 2022, the Planning Board acting in its capacity as the Town’s Waterfront Advisory Committee, made a Determination of Consistency that the waterfront esplanade and public pier (a/k/a the “Hudson River Esplanade”) offered by the Grantor was sufficient to satisfy the requirements of Town Code Sections 215-92.3(H) and 209-5(G)(10) and was consistent with the Local Waterfront Revitalization Program (LWRP) standards and conditions; and

WHEREAS, the Project was also reviewed by the Town's Architectural Review Board (the "ARB") over the course of several meetings; the ARB's findings, set forth in the final Architectural Review Board Package (the "ARBP"), entitled "Design Development – ARB Approval – Eagle Bay on Hudson – Stony Point, NY – September 21, 2022", and consisting of 66 pages, which is on file in the Office of the Building Inspector along with sample boards of all approved materials; and

WHEREAS, a copy of the Planning Board's Resolution granting Final Site Plan Approval (the "Approval Resolution") which is made a part hereof, and certain pages of the Final Site Plan, are attached hereto as **Exhibits**, __, __, and **B**, respectively; and

WHEREAS, pursuant to the Town Code, the Approval Resolution and the Site Plan, the Grantor must provide for public access over a portion of the Property to the Hudson River Esplanade and vehicle parking for the public, by creating and maintaining certain improvements set forth in 1a below (collectively the "Public Easement Areas"), as more specifically shown on the Final Site Plan hereto as **Exhibit A (SP-3, SP-4)**, and more particularly described on a legal description (metes and bounds) of the Public Easement Area, attached hereto as **Schedule A**; and

WHEREAS, the Grantor, having the authority to do so, hereby grants this Easement in order to provide the Grantee a Public Access and Use Easement on the Property for access to the Hudson River Esplanade and river frontage for recreational use by the public; and

WHEREAS, in addition to the requirements of Stony Point Town Code Sections 215-92.3(H), 191-27 and New York State Town Law §274-a (6) (the "Reservation of Parkland Laws") require that sites such as the Project show adequate park and recreational space, or, if such space is not available, the Planning Board may require a sum of money in lieu of land to be placed in a dedicated fund for park and recreational purposes; and

WHEREAS, as reflected by its Approval Resolution, the Planning Board made proper inquiry and evaluation of the aforesaid provisions of law and determined that the Grantor's initial development of the public access fishing pier and Esplanade and its future maintenance of these improvements in perpetuity for the benefit of the public was sufficient to satisfy the Reservation of Parkland Laws, and concluded no "money in lieu of land" fee would be required from the Grantor; and

WHEREAS, the Final Site Plan includes both a Public Easement Area in addition to a pool and recreation area reserved for the residents of the Project and marina members; and

WHEREAS, the Town Board has found through their evaluation that the “private land maintained for public use” option in this unique circumstance offers a considerable public benefit and that the value of the improvements in the Hudson River Esplanade and the continued maintenance, repair, replacement and general upkeep of the Esplanade and improvements in perpetuity by the Grantor satisfies the park dedication fee that might otherwise be applied to the Project; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Maintenance Obligations.** The Grantor shall be responsible for construction of the Public Easement Area consistent with the approved Site Plan and keeping said area in good condition and repair, consistent with the standards attached hereto as **Exhibit B** and made a part hereof, and consistent with the similar maintenance standards of first-class developments of a similar type and in compliance with all applicable federal, state and local requirements.

A. Such construction and maintenance obligations shall include:

i The construction and maintenance of an esplanade (the “Esplanade”) as depicted on the Final Site Plan on sheets SP-3 and SP-4 (**Exhibit C**) in accordance with the specifications set forth on **Exhibit D** (SP-22); and

ii The construction and maintenance of a gazebo (the “Gazebo”) as depicted on **Exhibit C** in accordance with the specifications set forth in the ARBP; and

iii The construction and maintenance of a pergola (the “Pergola”) as depicted on **Exhibit C** in accordance with the specifications set forth in the ARBP; and

iv The construction and maintenance of an eagle observation deck (the “Observation Deck”) as depicted on **Exhibit C** in accordance with the specifications set forth in the ARBP; and

v The construction and maintenance of a public fishing pier (the “Pier”) as depicted on **Exhibit C** and in accordance with the specifications set forth in the ARBP; and

vi The installation and maintenance of landscaping within the Public Easement Area as depicted on **Exhibit** __ (Pages L-8 to L-11) and in accordance with the specimen list set forth therein; and

vii The installation and maintenance of lighting within the Public Easement Area as depicted on **Exhibit C** and in accordance with the specifications set forth in **Exhibit** __ (LS-1 to LS-8); and

viii The installation and maintenance of additional amenities such as benches, waste receptacles, interpretive and directional signage (collectively referred to as "Additional Amenities") as set forth on **Exhibit C** and in accordance with the specifications set forth in the ARBP; and

ix Vehicle parking spaces, located contiguous to and in close proximity to the southern entrance to the pedestrian Esplanade, in sufficient number for use by the public.

b. The specifications for all of the amenities set forth in i- ix above shall be collectively referred to as the "Specifications." The above described "Amenities" and "Additional Amenities" shall hereinafter be referred to collectively as "amenities".

2. Restoration. Upon any damage or destruction to the Public Easement Area, the Grantor shall, within a reasonable period of time and as soon as practicable, repair and restore the Public Easement Area to its former condition consistent with the aforesaid Site Plan and specifications. The Grantor shall comply with the Specifications in replacing the amenities, provided that, if the original material(s) specified are no longer available, the Grantor shall replace same with comparable or superior materials. The Grantor shall maintain public access to the Esplanade and amenities to the greatest extent possible while repairs are being undertaken. Repairs and replacement of amenities shall be undertaken and completed in a timely manner. Withstanding the foregoing, the Parties acknowledge that the repairs and replacements resulting from Major Damage (meaning catastrophic damage due to a named storm, hurricane, fire, material structural damage, or an act of God, regardless of whether the cause of such damage is disputed or results in litigation), may require additional time to repair. In the case of Major Damage, the parties agree that their respective technical representatives shall meet and agree upon a schedule and scope of work. Depending upon the nature and extent of the damage, before undertaking the work the Grantor shall apply for a building permit if directed to do so by the Town Building Inspector.

3. Remedy for Failure to Repair and Maintain. If, after notice and an opportunity to cure as provided herein, the Town determines that the Grantor has failed to repair or maintain the Public Easement Area, the Town is authorized, but is not obligated, to undertake such steps as reasonably necessary for the preservation, continuation, repair or maintenance of the Public Easement Area and to affix, assess and collect the expenses thereof in the same manner as a tax lien against the Property.

4. Waiver of Money in Lieu of Land Fee. In consideration of the Grantor's agreements herein, including Grantor's Agreement to provide public access and to repair and maintain

the Public Easement Area in perpetuity, the Town Board hereby waives one hundred (100) percent of any money in lieu of land fees attributable to the Project.

5. Utilization of the Public Easement Area. The Town and Grantor, for itself and its successors and assigns, agree that the Public Easement Area shall be accessible to the public in the same manner as a Town Park. However, in addition to any restrictions set forth in the Town's Code §155, the following uses shall be prohibited in the Public Easement Area: (i) amplified speech or music; (ii) ball playing or similar sporting activities, including but not limited to bicycling, use of scooters, rollerblading, skateboarding; (iii) the operation of motorized vehicles, transport, toys, drones of any kind (with the exception of ADA approved wheelchairs and similar devices) (iv) possession or consumption of alcoholic beverages; and (v) open fires or cooking of any kind. The Grantor shall not take any actions to discourage the public from traversing the Public Easement area; however, Grantor shall post notice acknowledging the adjacent residential development, and indicating that the aforementioned activities are prohibited on the Public Easement Area. The Parties agree to mutually cooperate in enforcing the Public Easement Area rules/restrictions. The Grantor shall make the Public Easement area accessible in perpetuity regardless of whether the commercial portion of the site is occupied or operating. The Grantor shall provide the public with access from the public roadways over the Grantor's roads and ways to the Public Easement Area and to the parking facilities for the Esplanade.

6. Use of Public Facilities. The Grantor shall provide ADA accessible public restrooms in the common area of the commercial building, which shall be freely accessible to the public and maintained in perpetuity by the Grantor, its successors and assigns.

7. Public Parking. The Town and Grantor acknowledge that the Site Plan provides for public parking areas in the vicinity of the commercial building and near the entrance to the esplanade. The Town reserves the right to monitor the public parking at the site for a period of two (2) years after the last certificate of occupancy is issued to determine whether signage is warranted for public parking spaces. In the event the Town determines that such signage is warranted, the Grantor shall install such signage at its expense. Enforcement of any parking restrictions shall be the responsibility of the Town.

8. Insurance. The Grantor shall obtain and keep in full force and effect a policy of commercial general liability insurance with respect to the public access areas, public parking areas and the Public Easement Area (either separately or under a blanket policy) with a financially responsible insurance company or companies, written on an "occurrence basis" under which the Town, its officers and employees, shall be named as additional insureds and with coverage limits of not less than \$2,000,000 for each occurrence of injury or property damage and \$2,000,000 in aggregate. The Grantor shall deliver a certificate(s) of insurance to the Town upon recording of this Easement Agreement and shall provide such additional proof of such insurance upon request by the Town. The limits of insurance shall be prorated and adjusted for inflation every five (5) years during the existence of the easement at the option of either party hereto.

9. Indemnification. To the fullest extent permitted by law the Grantor shall indemnify and hold the Town (Grantee), its officers and employees (collectively, the "Town") harmless from and against all claims, losses, costs, expenses, liabilities, obligations, penalties, fines and damages, including, without limitation, attorneys', architects' and engineers' fees and disbursements, which may be imposed upon, incurred by or asserted against the Grantee in connection with or arising from (i) any default by the Grantor in the observance or performance of any of the terms, covenants or conditions of this Easement on the Grantor's part to be observed or performed, (ii) the general public's and/or the Grantor's use or occupancy, manner of use or occupancy or the non-use, condition, operation or management of the Premises described in the easement or the lands adjacent thereto or (iii) any act, omission or negligence of the Grantor or any persons claiming through or under the Grantor, or any of their contractors, agents, servants, employees, visitors or licensees including, without limitation, persons in the making or performing of any alterations (including any environmental remediation) or other work of or for the Grantor. If any action or proceeding shall be brought against the Town based upon any of the foregoing matters, the Grantor, upon notice from the Town, shall cause such action or proceeding to be defended at the Grantor's expense by counsel acting for the Grantor or the Grantor's insurance carriers in connection with such defense or by other counsel reasonably satisfactory to the Town. This provision shall not be interpreted, nor is it intended, to excuse the Town for its own negligence, and this provision shall be interpreted to comply with the provisions of the NYS General Obligations law.

10. Enforceable Documents. The Grantor and Grantee each covenant, warrant, represent and agree for the benefit of the Town that they have the full power and authority to grant the easements on the Property to fulfill their respective obligations under this Easement Agreement, that such covenants and obligations constitute the legally binding obligations of such party and that all of the Public Easement Area will be located entirely within the boundaries of the Property.

11. Default. In the event of any breach or default and if such default remains uncured thirty (30) days after written notice from a non-defaulting party to the defaulting party(ies) stating with particularity the nature and extent of such default (provided that for any breach or failure not involving the payment of money which, due to the nature of the default, cannot with due diligence be cured within said 30-day period, the defaulting party shall not be deemed to be in default hereunder if the defaulting party commences to cure such default within such 30-day period and thereafter continues the curing of such default with all commercially reasonable diligence), then the non-defaulting party may (i) seek specific performance, injunctive relief, damages or any other remedy available at law or in equity; or (ii) cure the default and charge the cost thereof to the defaulting party(ies), and all such costs shall be payable on demand. If any party brings an action to enforce or interpret this Easement Agreement, the prevailing party in such action shall be entitled to recover reasonable court costs in addition to any other relief granted.

12. Delay; Waiver. No delay or omission by any party hereto to exercise any right or power accruing upon any noncompliance or default by another party with respect to any of the terms of this Easement Agreement shall impair the exercise of any such right or power or be construed to be a waiver thereof, except as otherwise herein provided. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained. All waivers must be in writing and delivered to all parties hereto.

13. Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement. However, such limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or at law or in equity by reason of any such breach.

14. Assignment. Grantor may assign its rights or obligations under this Easement Agreement with the prior written approval of the Town. With respect to any proposed assignment by the Grantor, the Town shall require the Assignee to be the fee owner of the real property upon which the project is situated and/or the owner of the improvements upon the site. The Assignee shall provide proof satisfactory to the Town of its financial ability to maintain the easement area, improvements and amenities and the obligations of the Grantor into the future and in perpetuity.

15. Covenants Run With Land. The covenants and agreements herein contained touch and concern the land and shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and each successor in title respectively to all or any portion of the Property or the Public Easement Area.

16. Notices. Except as otherwise provided in this Easement Agreement, notice to be given to a party must be in writing and may be delivered to the party personally or by electronic mail or by any system or technology designed to record and communicate messages. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the party at the most recent address furnished by such party. Such notice is deemed delivered three (3) business days after the time of such mailing. The initial addresses of the parties shall be as below, but such address may be modified upon written notice to the other parties at any time:

To the Town:
Supervisor James Monaghan
74 East Main Street
Stony Point, New York, 10980
Supervisor@TownofStonyPoint.org

With a copy to:

Brian Nugent, Esq.
bnugent@fnmlawfirm.com
Feerick, Nugent, MacCartney, PLLC
96 S. Broadway
South Nyack, New York 10960
Attn: Stephen M. Honan, Esq.
shonan@fnmlawfirm.com

To Grantor:
Breakers Stony Point LP
5 Eastview Road
Monsey, New York 10952
Attn: Eliezer Herskowitz

With a copy to:
Amy Mele, Esq.
100 Dutch Hill Road
Suite 330
Orangeburg, New York 10962
amy@amymelelaw.com

17. Interpretation. The captions of the various provisions of this Easement Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Easement Agreement and with respect to any and all claims which may arise between the parties hereto shall be construed in accordance with the procedural and substantive laws of the State of New York including its statutes of limitations, but without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. The parties agree that all actions or proceedings arising in connection with this Easement Agreement shall be tried and litigated only in the state courts located in the County of Rockland, State of York, the federal courts whose venue includes the County of Rockland, State of New York. The parties expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced in any such court, and the parties hereby waive any objection which either may have based upon lack of personal jurisdiction and hereby consent to the granting of such legal or equitable relief as is deemed appropriate by any such court. Furthermore, the parties hereby waive, to the extent permitted under applicable law, any right each may have to assert the doctrine of "*forum non conveniens*" or to object to venue to the extent any proceeding is brought in accordance with this Easement Agreement. If any clause, sentence or other portion of this Easement Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect. THE PARTIES HERETO WAIVE TRIAL BY JURY.

18. Recordation. This Easement Agreement shall be recorded at the expense of the Grantor in the Office of the Rockland County Clerk and shall be effective upon such recordation.
19. Duration. This Easement Agreement is perpetual and shall continue in full force unless a Declaration of Termination executed by the Town is recorded in the Office of the Rockland County Clerk.
20. Accessibility. The parties acknowledge that the Project is being built in Phases as set forth in the Site Plan. The public shall be permitted to access the Public Easement Area, or designated portions thereof, upon completion of said Public Easement Area or designated portions thereof to the satisfaction of the Town, as evidenced in writing by the Building Inspector. No certificate of occupancy shall be issued for a residence in Building 4 unless and until the Public Easement Area and all improvements and amenities are completed and the Esplanade, the pedestrian public access, and the parking area for the public access is substantially completed and open to the public. Pursuant to the Town Code, the Grantor shall be responsible for the Town's inspection fees during the course of construction (currently at 6% of construction cost) as approved by the Town engineer.
21. Third Party Beneficiaries. This Easement Agreement is intended for the exclusive benefit of the parties hereto and their respective permitted assigns and the general public.
22. Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
23. No Partnership. Nothing contained in this Easement Agreement is intended to, or shall be construed in any manner, as creating or establishing a partnership between the Town and the Grantor.
24. Taxes. The Parties agree that the Public Easement Area shall be deemed parkland or conservation land in accordance with New York State Real Property Law and shall be exempt from the payment of Real Property Taxes, to the extent permitted by law.
25. Survivability. If any provision of this Public Access and Use Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Public Access and Use Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby. The covenants, terms, conditions and restrictions of this Public Access and Use Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

26. Entire Agreement. This Public Access and Use Easement, the ARBP and the Final Site Plan along with the approved plans set forth the entire agreement of the parties with respect to the Public Access and Use Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Public Access and Use Easement shall be valid or binding unless contained in writing executed and recorded by the parties hereto. All "Whereas" provisions are made a part of this agreement.

27. Captions. The captions in this Public Access and Use Easement have been inserted solely for convenience of reference and are not a part of this Public Access and Use Easement and shall have no effect upon construction or interpretation.

28. Construction. This Public Access and Use Easement shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.

29. Security for Performance. The Grantor shall post a performance guarantee bond in an amount sufficient to cover the cost of construction of the public Esplanade, public pier and the improvements thereon. The amount of the performance bond shall be calculated and determined by the Town engineer and the bond shall be provided to the Town prior to the issuance of the building permit for the project. The Esplanade shall be completed and open to the public no later than three (3) years after the date of this Public Access and Use Easement. The Town engineer is authorized to designate an alternate form of financial security for performance in place of a bond.

30. Execution in Counterparts. This Public Access and Use Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

TO HAVE AND TO HOLD unto the Town of Stony Point its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Public Access and Use Easement shall not only be binding upon the Grantor but also its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written and directs that this instrument be recorded in the office of the Rockland County Clerk.

(Grantor)

(signature names and title)

ATTEST:

_____, Secretary

(Seal)

By Supervisor James Monaghan (Grantee) The Town of Stony Point

STATE OF _____
COUNTY OF _____

Be it remembered that on this ____ day of _____, 20__22, before me, the subscriber, a Notary Public of New York, personally appeared: _____, and he thereupon acknowledged that he signed the foregoing instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation*), and that said instrument is the voluntary act of deed of said person (*or corporation, made by virtue of authority from its Board of Directors*).

A Notary Public of _____

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

Be it remembered that on this ____ day of _____, 20__22, before me, the
subscriber, a Notary Public of New York, personally appeared: _____
_____, and he thereupon acknowledged that he signed the foregoing
instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal
of said corporation*), and that said instrument is the voluntary act of deed of said person
(*or corporation, made by virtue of authority from its Board of Directors*).

A Notary Public of _____

My Commission Expires: _____

#7

Colleen Woods

From: fuscgolf@aol.com
Sent: Thursday, March 9, 2023 8:42 PM
To: Gregg Smith
Cc: Colleen Woods
Subject: Payout for vacation and sick time

Gregg,

I am submitting my request of payout for my vacation and sick time that I have accumulated. Please see below for the breakdown of my time. I ask if this can be submitted to the Town Board for approval on the March 14th Town Board Meeting.

480 hrs of Vacation Time

240 hrs of Sick Time

Thank you,

Dave Fusco

RESOLUTION

#8

A meeting of the Town Board of the Town of Stony Point was convened on **March 14, 2023 at 7:00 p.m.**

The following resolution was duly
offered and seconded to wit:

RESOLUTION 2023/_____

RESOLUTION CONFIRMING AND DECLARING THE CORRECT NAME OF TOWN HIGHWAY GRIFFIN STREET

WHEREAS, a Town Highway known as Griffin Street intersects with Spring Street in the Town of Stony Point ("Town") and is identified as GIS ID 271184011 in the New York State Department of Transportation Highway Inventory (hereinafter the "Highway"); and

WHEREAS, it has come to the attention of the Town Board that the Highway has been referred to as Griffin Place and Griffin Avenue in various databases including the Town Assessor's office describing it as Griffin Place and the Rockland County E911 database describing the highway as Griffin Avenue; and

WHEREAS, the Town Board desires to ensure that the Highway is properly referred to in such databases and on all maps of the Town.

NOW THEREFORE BE IT RESOLVED that:

- Section 1. The above "WHEREAS" clauses are incorporated herein as if set forth in full.
- Section 2. The Town Board hereby confirms and declares that the Town Highway recorded in the New York State Roadway inventory as GIS ID 271184011 and approximately 0.06 miles in length is hereby confirmed and declared to be identified as Griffin Street in the Town of Stony Point.
- Section 3. The Town Supervisor and any official, employee or consultant in directed by the Town Supervisor is hereby authorized to take any and all actions to carry out the provisions of this Resolution including notification to any agencies, entities or persons that maintain maps, databases or other information that includes Griffin Street in the Town of Stony Point.
- 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:

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

The Resolution was thereupon duly adopted.

#9

When cyber attacks like data breaches and hacks occur, they can **result in devastating damage**. Businesses have to deal with business disruptions, lost revenue and litigation. It is important to remember that no organization is immune to the impact of cyber crime. As a result, cyber liability insurance has become an **essential component** to any risk management program.

Cyber liability insurance policies are tailored to meet your company's specific needs and can offer a number of important benefits, including the following:



Data breach coverage. In the event of a breach, organizations are required by law to notify affected parties. This can add to overall data breach costs, particularly as they relate to security fixes, identity theft protection for those impacted by the breach and protection from possible legal action. Cyber liability policies include coverage for these exposures, thus safeguarding your data from cyber criminals.



Business interruption loss reimbursement. A cyber attack can lead to an IT failure that disrupts business operations, costing your organization both time and money. Cyber liability policies may cover your loss of income during these interruptions. What's more, increased costs to your business operations in the aftermath of a cyber attack may also be covered.



Cyber extortion defense. Ransomware and similar malicious software are designed to steal and withhold key data from organizations until a fee is paid. As these types of attacks increase in frequency and severity, it's critical that organizations seek cyber liability insurance, which can help recoup losses related to cyber extortion.



Forensic support. Following a cyber attack, your organization will have to investigate to determine the extent of the breach and what led to it. The right policy can reimburse the insured for costs related to forensics and seeking out expert advice. Additionally, some policies can provide 24/7 support from cyber specialists, which is especially useful following a hack or data breach.



Legal support. In the wake of a cyber incident, businesses often seek legal assistance. This assistance can be costly. Cyber liability insurance can help businesses afford proper legal work following a cyber attack.



Coverage beyond a general liability policy. General liability policies don't always protect organizations from losses related to data breaches. Data is generally worth far more than physical assets, and it's important to have the right protection in place when you need it most. Supplementing your insurance with cyber coverage can provide you with peace of mind that, in event of an attack, your organization's financial and reputational well-being is protected.

Learn More About Cyber Liability Insurance

Cyber exposures aren't going away and, in fact, continue to escalate. Businesses need to be prepared in the event that a cyber attack strikes.

To learn more about cyber liability insurance, contact us today.

CONTACT US TODAY
845.623.3434



Travelers Casualty and Surety Company of America

Multi-Factor Authentication Attestation

Claims-Made: The information requested in this Application is for a Claims-Made policy. If issued, the policy will apply only to claims first made during the policy period, or any applicable extended reporting period.

Defense Within Limits: The limits of liability will be reduced, and may be completely exhausted, by amounts paid as defense costs, and any retention will be applied against defense costs. The Insurer will not be liable for the amount of any judgment, settlement, or defense costs incurred after exhaustion of the limit of liability.

GENERAL INFORMATION

Name of Applicant:

Town of Stony Point

Street Address:

74 East Main Street

City:

Stony Point

State:

NY

Zip:

10980

Applicant Website(s):

www.townofstonypoint.org

Multi-Factor Authentication

Multi-factor authentication refers to the use of two or more means of identification and access control—sometimes referred to as “something you know, something you have, or something you are.” A username and password, for example, is something you know. Requiring a code sent via text message (SMS) establishes “something you have,” i.e., a mobile phone belonging to you. Biometric authentication, through a fingerprint or retina scan, establishes “something you are.” Multi-factor authentication is successfully enabled when at least two of these categories of identification are required in order to successfully verify a user’s identity when accessing systems.

Multi-Factor Authentication for Remote Network Access

Requiring multi-factor authentication for remote network access is an important security control that can help reduce the potential for a network compromise caused by lost or stolen passwords. Without this control an intruder can gain access to an insured’s network in a similar manner to an authorized user.

Multi-Factor Authentication for Administrative Access

Requiring multi-factor authentication for both remote and internal access to administrative accounts helps to prevent intruders that have compromised an internal system from elevating privileges and obtaining broader access to a compromised network. The existence of this control can prevent an intruder from gaining the level of access necessary to successfully deploy ransomware across the network.

Multi-Factor Authentication for Remote Access to Email

Requiring multi-factor authentication for remote access to email can help reduce the potential for a compromise to corporate email accounts caused by lost or stolen passwords. Without this control an intruder can easily gain access to a user’s corporate email account. Threat actors often use this access to perpetrate various cyber crime schemes against the impacted organization and its clients and customers.

The controls described above and listed below are the minimum controls that must be in place in order to be eligible for a Cyber policy. Because of the importance of the controls in preventing ransomware attacks the following attestation should be completed with the assistance of the person(s) in charge of IT security. If IT security is outsourced to a managed security provider or other 3rd party please complete the attestation below with their assistance.

MULTI-FACTOR AUTHENTICATION ATTESTATION

- Multi-Factor authentication is required for all employees when accessing email through a website or cloud based service. ☒ Yes ☐ No
☐ Email is not web based
- Multi-Factor authentication is required for all remote access to the network provided to employees, contractors, and 3rd party service providers. ☒ Yes ☐ No

3. In addition to remote access, multi-factor authentication is required for the following, including such access provided to 3rd party service providers:
- | | | |
|---|------------------------------|--|
| a. All internal & remote admin access to directory services (active directory, LDAP, etc.). | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| b. All internal & remote admin access to network backup environments. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| c. All internal & remote admin access to network infrastructure (firewalls, routers, switches, etc.). | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| d. All internal & remote admin access to the organization's endpoints/servers. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
4. The signer of this form has done so with the assistance of the person in charge of IT security. ☒ Yes ☐ No

NOTICE REGARDING COMPENSATION

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FRAUD STATEMENTS – ATTENTION APPLICANTS IN THE FOLLOWING JURISDICTIONS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company to defraud or attempt to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant to defraud or attempt to defraud the policyholder or claimant regarding a settlement or award payable from insurance proceeds will be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)

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PUERTO RICO: Any person who knowingly and intending to defraud presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, will incur a felony and, upon conviction, will be sanctioned for each violation with the penalty of a fine of not less than \$5,000 and not over \$10,000, or a fixed term of imprisonment for three years, or both penalties. Should aggravating circumstances be present, the penalty established may be increased to a maximum of five years; if extenuating circumstances are present, it may be reduced to a minimum of two years.

SIGNATURES

The undersigned Executive Officer represents that to the best of his or her knowledge and belief, and after reasonable inquiry, the statements provided in response to this Application are true and complete, and, except in North Carolina may be relied upon by Travelers as the basis for providing insurance. The Applicant will notify Travelers of any material changes to the information provided.

☐ Electronic Signature and Acceptance – Executive Officer

*If electronically submitting this document, electronically sign this form by checking the Electronic Signature and Acceptance box above. By doing so, the Applicant agrees that use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes acceptance and agreement as if signed in writing and has the same force and effect as a signature affixed by hand.

*Executive Officer is defined as the applicant's chief executive officer, chief financial officer, chief information security officer, risk manager, in-house general counsel, or the functional equivalent.

Executive Officer Signature: X	Executive Officer Name and Title:	Date (month/dd/yyyy):
Producer Name (required in FL & IA): X	State Producer License No (required in FL):	Date (month/dd/yyyy):
Agency:	Agency contact and email address:	Agency Phone Number:



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X

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Date (month/dd/yyyy):

Producer Name (required in FL & IA):

X

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Agency Phone Number: