STONY POINT TOWN BOARD 7:00PM

Agenda

February 22, 2022

Pledge of Allegiance Roll Call Supervisors Report Purchase Order Request Audit of Bills Minutes: February 8, 2022 Correspondence Public Input-Limited to 3 minutes

- 1. Set Fees for Patriot Hills Golf Club
- 2. Award Bid for Plant Protectants & Fertilizers
- 3. Award Bid for Senior Bus Transportation
- 4. Approve Retirement Payout
- 5. Approve Use of Charles S. Eccher Park for Stony Point Bike Safety/Touch a Truck Event
- 6. Approve Use of Soundstage, Kirkbride Hall & Surrounding Property for the PAL Fall Festival
- 7. Approve Residential Carter's Agreement
- 8. Refund Building Department Fee

Executive Session-If Necessary



Revised 02/17/2022

Patriot Hills Golf Club Pricing

New Pricing in Red

Non Resident	2020	2021	2022
Sat / Sun / Holiday	\$120.00	\$120.00	\$120.00
Sat / Sun / Holiday Twilight	\$90.00	\$90.00	\$95.00
Weekday	\$90.00	\$90.00	\$95.00
Weekday Twilight	\$70.00	\$70.00	\$75.00
Super Twilight	\$45.00	\$45.00	\$50.00
Rockland ID	2020	2021	2022
Sat / Sun / Holiday	\$90.00	NA	NA
Sat / Sun / Holiday / Twi	\$70.00	NA	NA
Weekday	\$70.00	NA	NA
Weekday Twilight	\$60.00	NA	NA
Super Twilight	\$45.00	NA	NA
Stony Point ID	2020	2021	2022
Sat / Sun / Holiday	\$53.00	\$53.00	\$58.00
Sat / Sun / Holiday / Twi	\$40.00	\$40.00	\$45.00
Weekday	\$45.00	\$45.00	\$50.00
Weekday Twilight	\$40.00	\$40.00	\$45.00
Weekday Jr/Sr	\$35.00	\$35.00	\$40.00
Super Twilight	\$30.00	\$30.00	\$35.00
After 5PM Jr Rate 17 and Under	\$15.00	\$15.00	\$15.00
Veteran Discount Weekend	\$80.00	\$80.00	\$80.00
Veteran Discount Weekday	\$60.00	\$60.00	\$60.00

Dynamic Pricing	2020	2021	2022
Dynamic Pricing	\$25.00	\$25.00	\$25.00
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Dynamic Pricing	\$140.00	\$140.00	\$140.00
Golf Outings	2020	2021	2022
Golf Outings	\$90.00	\$90.00	\$100.00

Golf Outin	gs	2020	2021	2022
Golf Outin	gs	\$90.00	\$90.00	\$100.00
Golf Outin	g Package (with Caterer)	\$75.00	\$75.00	NA
Fall Golf O	utings	\$70.00	\$70.00	\$75.00
Local Golf	Outings	\$65.00	\$65.00	\$70.00
Local Golf	Outings (with restrictions)	\$50.00	\$50.00	\$55.00
Driving Ra	nge	2020	2021	2022
Small	50 Balls	\$6.00	\$6.00	\$7.00
Medium	100 Balls	\$10.00	\$10.00	\$11.00
Large	150 Balis	\$12.00	\$12.00	\$14.00
Stony Poin	t ID Cards	2021	2021	2022

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Stony Point Adult\$50.00SR / JR\$35.00

\$50.00

\$35.00

\$50.00

\$35.00

Adult (Age 18 - 59) Senior (60 years and older) Junior (under 18 years of age) Date:

01/2022

To:

All Bidders for Pesticides and Fertilizers

From:

Evan Flynn Weymouth, Golf Course Superintendent, Patriot Hills G.C., Town of Stony Point, New York

Agency - Set Price from Manufacturer		
FERTILIZERS, PESTICIDES, & SEED	ESTIMATED QTY.	BID WINNER
The state of the s		
1) Bayer Densicor	2x2.5 gal	\$ Agency
2) Pelletized Limestone	50 lbs.	\$ Metro
3) Provaunt insecticide-	8x12oz	\$ M2400
4) Imidacloprid 2F	4x1 Gal.	\$ Fisher
5) Nature Safe 12-2-6	50 lb. bag	\$ Noble
6) Ocean Organics Mariner Surfactant	275 Gal	\$ Motro
7) Deer Repellant Liquid	2x2.5 gal	\$ Fisher
8) Quest 18-3-4	2x2.5 gal	\$ Metro
9) Quest MagMan + Amino Pak	2x2.5 gal	\$ Metro
10) Bayleton flowable	2x2.5 gls	\$ Agency
11) Merit 75wsp	1- M ini drum	\$ Agency
12) Prostar 70 W.P.	4 X 3 lbs.	\$ Metro
13) Quest Stress Master 0-0-31	250 Gal	\$ Matro
14) Bayer Signature fungicide	44 lbs.	\$ Agency
15) ProScape(LebanonTurf) 30-0-10 .67 Demension	7%Acelepryn,/0.167% 50lbs	s Fisher
16) Lontrel herbicide	1qt.	\$ Fisher
17) Nutrite 18-018 100% methydure micro –no sub / 50lbs. \$		

FERTILIZERS & PESTICIDES	ESTIMATED/QTY.	BID PRICE
18) Lebanon Turf Expo chip 20-0-	-25 50 lbs.	\$ Fisher
19) Traction Fungicide	2x2.5 gal.	\$ Agency
20) Nutrite 22-0-5 w/ dimension	50 lb. bag	\$ Metro
21) Bayer Banol fungicide	2x2.5 gal.	\$ Ageny
22) Quicksilver herbicide –	8 0z.	\$ Fisher
23) A- 4 Bentgrass	25 lbs.	\$ Fisher
24) Organic Gem	55 gal.	\$ Metro
25) Tartan fungicide	5 gals.	\$ Agency
26) Quali-Pro – T nex	5 gals.	\$ Metro
27) Interface fungicide –	5 gals.	\$ Agnay
28) Quali-pro Prodiamine	Case	\$ <u>Noble</u>
29) Sea Blend 5-7-5	50 lb.	\$ Metro
30) Sygenta Secure fungicide	2x.5gal	\$ Metro
31) Nutrite 28-7-14 water soluble	25 lbs.	\$ Metro
32) Gypsum	50 lbs.	s Fisher
33) Pro- mag	50 lbs.	\$ Fisher
34) Lesco 3-Way	2x2.5 gal.	\$ Metro
35) Guarantee Natural 0-0-1	10 gals.	\$ Metro
36) Acelepryn insecticide-	4x.5gal.	\$ Metro

FERTILIZER & PESTICIDES	ESTAMATED QUANITY	BID PRICE
37) Macro Sorb Foliar	4x1 liter	\$ Noble
38) Trimmit 2SC	2.5 gal.	s Noble
39) Ference Insecticide –	2x96 oz.	\$ Metro
40) Queilant Calcium Liquid	4x1 Liter	\$ Noble
41) Emerald fungicide	10x 0 .49 lb.	\$ Netro
42) Solu-Cal-S-Micro	50 lbs.	\$ Fisher
43) Solu- Cal-Micro	50 lbs.	\$ Fisher
44) Nutrite 21-0-21 100% methydure i	mini fwy 50 lbs.	\$ Metro
45) Nutrite 28-0-10 40% duration reg.	grd. Fert. 50 lbls.	\$ Metro
46) UMaxx 46-00-00 stablized nitroge (SOLUBLE)	n fert. No sub /50 lbs.	\$ Fisher
47) Bayer Chipco 26019 flo	2x2.5 gals	\$ Fisher
48) Quali-pro TM4.5	2 x 2.5 gl.	\$ Noble
49) Tourney Fungicide	4x5 lb.	\$ Agency
50) Primo Max	10 gals	\$ Mitro
51) Exteris Fungicide	2x5 gal	\$ Agency
52) Affirm fungicide	1case	\$ Agency
53) Revolution Surfactant	30 gals.	\$ Metro
54) Mirage Stressguard	2x 2.5 gals.	\$ Hyuny
55) Xzemplar fungicide	2x114oz.	\$ Agency
56) NuFarm ProSedge	1.33 oz	s Fisher
57) Subdue Fungicide	1 gal.	\$ Noble

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

TO:

TOWN BOARD

FROM:

MEGAN CAREY - TOWN CLERK

DATE:

FEBRUARY 17, 2022

RE:

2020 BUS TRANSPORTATION - SENIOR CITIZENS

CC:

BRIAN NUGENT - SPECIAL COUNCIL

As advertised, the above referenced bid was opened today at 10:00am. The bid was opened by Megan Carey, Town Clerk, in the presence of AnnMarie Parente. One bid was received from:

2022 BUS TRANSPORTATION -- SENIOR CITIZENS

	CHOIL OF THE PROPERTY
West Point Tours	
PO Box 125	\$14,360.00
Vails Gate, NY 12584	

The bid has been sent to Special Counsel for review.

Colleen Woods

#4

From:

Kathleen Kivlehan kathykivy@yahoo.com

Sent:

Friday, February 4, 2022 8:41 AM

To: Subject: Colleen Woods Retirement

Colleen,

Effective February 10, 2022, will be my retirement date with the Town of Stony Point.

Can the Town pay me for any unused vacation time that I haven't used.

If you need any other information, please let me know.

Thank you, Kathleen Kivlehan

Sent from my iPad



Stony Point Police DepartmentYouth Bureau / P.A.L.



79 Route 210, Stony Point, New York 10980 Phone #: (845)786-2242, Fax #: (845)786-3120

Det. Andrew Kryger – Youth Officer Det. Sgt. Pedro Garcia

Chief Ed Finn

February 15, 2022

Stony Point Town Board 74 East Main St Stony Point, NY 10980

Dear Town Board Members,

On behalf of the Board and Officers of the Stony Point Police Athletic League, we respectfully request permission to use Charles S. Eccher Park for our Annual Stony Point Bike Safety / Touch a Truck Event 2022. This event is scheduled for Sunday, June 12, 2022 from 11 A.M to 3 P.M (No rain Date). In addition, we also respectfully request that Town of Stony Point Highway Department, Parks Department and any other department with equipment appropriate to a community Touch a Truck, participate in this year's event. This event which will focus upon providing activities, crafts, demonstrations, food.

We respectfully invite the Town Board to be our guests at this event.

Thank you for your support.

Respectfully,

Andrew M Kryger

Det. Andrew M. Kryger Executive Director Stony Point P.A.L.



Stony Point Police Department Youth Bureau / P.A.L.

CONTROL OF STONY PORTOR OF STO

79 Route 210, Stony Point, New York 10980 Phone #: (845)786-2242, Fax #: (845)786-3120

Det. Andrew Kryger – Youth Officer Det. Sgt. Pedro Garcia Chief Ed Finn

February 15, 2022

Stony Point Town Board 74 East Main St Stony Point, NY 10980

Dear Town Board Members,

On behalf of the Board and Officers of the Stony Point Police Athletic League, we respectfully request permission to use the mobile stage, Kirkbride Hall and surrounding grounds for our annual Stony Point Fall Festival and Family Fun Day. This event is scheduled for Saturday, October 1, 2022 from 9:00 A.M to 5 P.M. (rain date is October 2). Numerous volunteers as well as vendors have agreed to participate in this event which will focus upon providing activities, crafts, live music, demonstrations and food.

Thank you for your support.

Respectfully,

Andrew M. Kryger

Andrew M Kryger Executive Director/Youth Officer Stony Point P.A.L.

AMK/am

#1

AGREEMENT

THIS AGREEMENT, made this _____ day of ________, 2022, by and between the TOWN OF STONY POINT, Rockland County, New York (hereinafter referred to as the Town), a municipal corporation, organized and existing under the laws of the State of New York, having its principal place of business at 74 East Main Street, Stony Point, New York; VIGNOLA SANITATION CORPORATION, having its principal place of business at P.O. Box 611, Stony Point, New York 10980; and CARLO MINUTO CARTING COMPANY, INC., having its principal place of business at P.O. Box 234, 20 West Snake Hill Road, West Nyack New York 10994 (hereinafter collectively referred to as the "Carters").

WITNESSETH:

WHEREAS, the Town of Stony Point and the Carters licensed under an existing agreement to provide residential sanitation services to the residents of the Town of Stony Point continue to work together in an effort to provide quality sanitation services to the residents of the Town at reasonable rates; and

WHEREAS, the Town and the Carters previously entered into an Agreement dated March 1, 2010 providing for certain terms and conditions concerning residential carting services within the Town; and

WHEREAS, the Town and the Carters previously entered into a subsequent Agreement dated **March 1, 2019** providing for certain terms and conditions concerning residential carting services within the Town; and

WHEREAS, said proposal is in the best interest of the Town and the residential carters licensed to provide said residential sanitation services to the residents of the Town;

NOW, THEREFORE, the Town and the Carters for the consideration hereinbefore named agree as follows:

ARTICLE I: Term and Work Included.

- 1. Commencing March 1, 2022 and continuing through February 29, 2028, and any renewal period thereafter, the present licensed carters named in this agreement shall have the right, subject to compliance with all legal requirements, to continue to provide curbside residential sanitation service for a single-family residence located in the Town of Stony Point. The monthly rates for this service shall be as follows:
 - A. Effective **March 1, 2022**, will be Thirty-two and 35/100 (\$32.35) Dollars per single-family residence.
 - B. Effective March 1, 2023, will be Thirty-two and 85/100 (\$32.85) Dollars per single-family residence.

- C. Effective **March 1, 2024**, will be Thirty-three and 35/100 (\$33.35) Dollars per single-family residence.
- D. Effective **March 1, 2025**, will be Thirty-three and 85/100 (\$33.85) Dollars per single-family residence.
- E. Effective **March 1, 2026**, will be Thirty-four and 35/100 (\$34.35) Dollars per single-family residence.
- F. Effective **March 1, 2027**, will be Thirty-four and 85/100 (\$34.85) Dollars per single-family residence.
- 2. The Town shall have the option to renew this Agreement at the Town's discretion, upon a duly adopted resolution of the Town Board, upon renewal terms approved by the Town Board.
- 3. In addition to the monthly rate provided in paragraph 1, each Carter shall be entitled to add \$1.00 per month to the previously quoted monthly rate for every full \$5.00 increase from the present \$76.00 per ton tipping fee charged at the County controlled transfer station where the residential waste is deposited. Such \$1.00 increase will be the only increase permitted during the term of this agreement for any increase in the cost for dumping or "tipping fees" However, should the Town require the carters to dispose of said garbage and bulk items at a facility located outside of the North Rockland area, i.e.; Town and/or Village of Haverstraw, Stony Point, then the carters are entitled to an additional \$1.00 increase in the monthly rate for residential sanitation service disposal costs.
- 4. The Carters also agree that upon written request of any resident owner of a single-family residence serviced by said Carters and upon proof of senior citizenship status that said senior citizen resident shall be entitled to receive a \$1.00 discount per month from the amount so billed.
- 5. The Carters agree that they will provide each and every residential customer at least one day per month allocated to bulk item pick-up day.
- * Definition of bulk items: discardable household items of a durable nature, such as home furnishings, i.e. sofas, chairs, storm/screen windows and doors, floor coverings, carpeting and padding, tightly rolled, bundled and tied; small quantities of the following material. Not more than two (2) bundles, no longer than five (5) feet or heavier than fifty (50) pounds each, or containers with a combined weight of no more than one hundred (100) pounds will be collected.

The following materials are not included in the monthly bulk program but are the responsibility of the "do it yourself" homeowner, or agreement made between the homeowner and his professional home improvement/trade contractor, or residential carter: Furnaces and boilers; Building materials from renovation – decks, porches, sheds and fences, materials from clearing land – tree stumps, grass clippings, soil, rocks, concrete and asphalt; Paint or other hazardous waste type products collected by the County of Rockland at the Fire Training site.

ARTICLE II: No Collusion or Fraud.

The Carters hereby agree that the only person or persons interested as principal or principals in the bid or Proposal submitted by the Carters for this Agreement are named herein, and that no other person other than those mentioned herein has any interest in the above named proposal or in the securing of the permit or agreement, and this Agreement has been secured without connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared, and this Agreement secured without collusion or fraud and that neither any official nor employee of the Town has or shall have a financial interest in the performance of this Agreement or in the supplies, work, or business to which it relates, or in any portion of the profits thereof.

ARTICLE III: Right to Suspend Work and Cancel Agreement.

- 1. It is further mutually agreed that if any time during the execution of the work, the Town Board shall determine that the work pursuant to this Agreement is not being performed according to this Agreement and/or the permit requirements, the Town may suspend or stop the Carters' work pursuant to this Agreement.
- 2. Whenever the Town determines to suspend or stop work under this Agreement, written notice shall be sent by certified mail to the Carters at its provided address, and the Carters shall be entitled to a Hearing before the Town Board on whether or not this Agreement has been violated. Any violation of this Agreement shall be established by a preponderance of evidence.

ARTICLE IV: Insurance.

- 1. The Carters shall procure and maintain at their own expense and without expense to the Town, liability insurance for damages imposed by law, of the kinds and in the amount as follows: \$1,000,000 per person for bodily injury, \$1,000,000 each accident (aggregate), and \$500,000 for each property claim, \$2,000,000 each accident (aggregate). The Carters shall also obtain at its sole expense, the statutory limits for Worker's Compensation, said insurance to be procured from the insurance companies authorized to do such business in the State of New York, covering all operations under this Agreement, whether performed by the Carters or by any subcontractor and shall maintain such insurance in force for the duration of this Agreement. All insurance policies required under this Agreement shall include in addition to the Carters' name, the following named additional insured parties: The Town of Stony Point.
- 2. Before commencing the work pursuant to this Agreement, the Carters shall furnish to the Town Clerk, a certificate or certificates of insurance, in a form satisfactory to the Town showing compliance with this Article. All insurance shall be issued by companies authorized to do business in the State of New York who have certificates of solvency, and shall have a thirty (30) day non-cancelable clause. In the event of the cancellation, said policy shall be replaced by an equivalent insurance prior to the cancellation date.

ARTICLE V: Compliance With Laws.

- 1. The Carters shall comply with all the provisions of the Laws of the State of New York and of the United States of America which affect municipalities and municipal contracts and more particularly the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, the Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, Department of Labor Occupational Safety and Health Act, Executive Orders, State, Local and Municipal Health Laws, rules and regulations and any and all regulations promulgated by the State of New York and/or amendments and additions thereto insofar as the same shall be applicable to any contract awarded hereunder, with the same force and effect as if set forth at length herein.
- 2. The Carters shall file for and obtain all required permits and obtain inspections as specified herein, and as required by law, including a Town residential carter permit. All permits and fees shall be paid for by the Carters. In the event of a conflict between this agreement and the permit requirements, the permit requirements shall control. However, to the extent there are any requirements or provisions in this Agreement that are in addition to the permit requirements, such additional provisions or requirements shall not be deemed a conflict.

ARTICLE VI: Assignments.

This Agreement may not be assigned by the Carters without the express written permission of the Town.

ARTICLE VII: Successors.

This agreement shall bind the successors and representatives of the parties hereto.

ARTICLE VIII: Defense of Actions or Suits.

Neither the Town nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damage that shall or may happen by reason of this Agreement, nor shall it be in any manner answerable or responsible for any injury done, for damages or compensation required to be paid under any present or future law, to any person or persons whomever, whether employees of the Carters or otherwise, or for damages to any person or property, whether belonging to the Town or to others, occurring or to others, occurring during, or resulting by reason of this Agreement. Against all such injuries, damages and compensation, the Carters shall and will properly guard. The Carters shall also at all times indemnify and save harmless the Town and its Employees, against all such injuries, damages and compensation arising or resulting from the performance of this Agreement. The Carters shall carry liability insurance in the sums required under this Agreement for the complete duration of this Agreement.

ARTICLE IX: Verbal Statements Not Binding.

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Town or other representatives of the Town, and such

statements shall not be effective or be construed as entering, forming part of, or otherwise altering the written agreement in any manner.

ARTICLE X: No Waiver of Rights.

Any remedy provided in this Agreement shall be taken and construed as in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Town shall be entitled as of right to a writ of injunction against any breach of any of the provisions of this Agreement.

ARTICLE XI: Notice Procedures.

- 1. Any notice from one party to the other, under this Agreement, shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party.
- 2. All inquiries between parties of this Agreement pertaining to details, progress and coordination of the work shall be considered binding only when in writing and directed from the Carters through the Town Clerk or from the Town, when directed to the Carters designated representative.

ARTICLE XII: Governing Law

This Agreement shall be governed by the Laws of New York, without regard to choice of law provisions and the venue of any action or proceeding shall be deemed to be Rockland County, New York.

ARTICLE XIII: Successors and Assignees.

This Agreement shall be binding upon and shall be for the benefit of the parties, subsidiaries, affiliates, heirs, successors, legal representatives and assigns of each of the parties hereto, to the fullest extent permitted by law, except that where any purported assignment is made without the express written consent of the Town, the provisions of this agreement shall not apply to such unauthorized assignee.

ARTICLE XIV: Severability and Interpretation.

In the event that any Court or tribunal declares any provision of this Agreement as unenforceable, contrary to law or otherwise denies effect to any provision of this Agreement, it is the express intention of the parties that all other aspects of this Agreement remain in full force and effect in all other respects.

ARTICLE XV: Effective Date.

This Agreement is effective upon execution by all parties.

ARTICLE XVI: Counterparts.

This Agreement has been prepared for execution by each of the parties which may be executed in any number of counterparts, all of which, when taken together, shall constitute a single agreement. Electronic, PDF or facsimile signatures shall be deemed to be original signatures of the signing party if presented to the other party as a signed document.

ARTICLE XVII. Entire Agreement.

This Agreement constitutes the entire agreement among the parties, and nothing more nor less than the contents of this Agreement is intended by the parties. Nothing in this Agreement may be changed unless accomplished by a written agreement signed by both parties.

IN WITNESS WHEREOF, the Town of Stony Point caused its seal to be affixed hereunto, and these presents to be signed by its Supervisor, and to be attested by its Town Clerk, both duly authorized so to do; and the Carters have hereunto caused its corporate seal to be affixed hereunto and these presents to be signed and to be attested to as both being duly authorized to so do the day and year first above mentioned.

TOWN OF STONY POINT

VIGNOLA SANITATION CORP.

By:	By:
ATTEST:	Print Name and Title
By:	CARLO MINUTO CARTING COMPANY, INC.
	By:
	Print Name and Title

Megan Carey

#8

From:

John Hager

Sent:

Friday, February 18, 2022 11:46 AM

To:

Megan Carey; Supervisor

Cc:

Nicole Pechin

Subject:

FOR TOWN BOARD AGENDA 280 West Main Street Permit Application withdrawn

Hello,

The Town Board may vote to return fees collected from Mr. John Principe for a "withdrawn" Building Permit application (#2022-0034).

The fee collected was \$3,050.00 (check #516). It is my recommendation that \$2,950.00 be returned, as the Town Engineer had already reviewed the plot-plan included before the application was withdrawn. Retaining \$100 should cover the cost of the Engineer's efforts. This has been verbally agreed to by Mr. Principe.

Check amount: \$2,950.00 Check should be payable to: John Principe 290 West Main Street Stony Point NY 10980

Mr. Principe can be reached by phone at 845-538-2925

Sincerely,

John C. Hager

Building Inspector Town of Stony Point Building & Zoning Department 74 East Main Street, Stony Point, NY 10980 Ph. (845) 786-2716 Fax (845) 786-5138 e-mail: jhager@townofstonypoint.org