

## STONY POINT TOWN BOARD

Agenda

7:00PM

January 13, 2026

Pledge of Allegiance

Roll Call

Supervisors Report

Police Dept Report

Highway Report

Purchase Order Request

Audit of Bills

Minutes: December 9, 2025

Departmental Reports

Correspondence

Public Input-Limited to 3 minutes

1. Approve Donation-Keep Rockland Beautiful
2. Approve 2026 Town Board Meeting Schedule
3. Re-Appoint Planning Board Member
4. Re-Appoint ZBA Member
5. Re-Appoint ARB Member
6. Re-Appoint Board of Assessment Review Member
7. Approve Request from Gran Fondo New York
8. Renew Energy Contracts
9. Accept Proposal for Engineering Services – WWTP
10. Resolution to Ratify and Approve Inter-Municipal Agreement with the County of Rockland Concerning Sidewalk Construction
11. Approve Budget Modifications
12. Authorize Supervisor to Execute Agreement with 2026 Paramedic Services
13. Approve Bond Reduction-Ba-Mar Mobile Home Park

14. Approve Property Maintenance Violations –

- a) 8 Madison Ct.
- b) 27 Brooks Dr.
- c) 27 Farley Dr.
- d) 160 N. Liberty Dr.
- e) 37 Tomkins Ave.

15. Renew Agreement with Community Pass

16. Approve Employee Payout

17. Set Public Hearing – Sewer Extension – 7 Highview

18. Approve Service and Maintenance Plan with Rockland Web Systems

19. Approve Engagement Letter for Auditing Services

20. Appoint Student Office Worker-Assessors Office

Executive Session



A handwritten signature in black ink, consisting of the first name "Marisa" and the last name "Marrone" followed by a vertical line.

November 20, 2025

## Town of Stony Point

Dear Jim Monaghan,

### Join Us in Keeping Rockland Clean, Green & Beautiful in 2026!

Each year, Keep Rockland Beautiful brings together thousands of volunteers, students, scouts, residents, businesses, and community partners to restore local environments, remove litter, and inspire environmental stewardship across Rockland County.

In 2025 alone, more than 3,000 volunteers participated in over 100 cleanup events, removing tons of debris from parks, neighborhoods, roadways, and waterways.

### Why Partner with Keep Rockland Beautiful?

- Your sponsorship provides essential support for volunteer cleanup tools, environmental education for students, and community programs that empower people of all ages to protect Rockland's natural spaces.
- It also strengthens key initiatives like the Clean Communities Partnership and the Eco Ambassador Programs.

### Meaningful Visibility for Town of Stony Point

Your sponsorship highlights your commitment to Rockland's environment and the community.

- You'll receive recognition across our website, social media, newsletters, event signage, and cleanup materials—reaching thousands of volunteers, families, schools, and local residents.
- You'll also gain valuable opportunities for employee engagement, team-building, and customer involvement through hands-on cleanup activities.
- Your partnership demonstrates to both volunteers and your customers that **Town of Stony Point** is dedicated to a cleaner, healthier Rockland.

### Let's Build a Cleaner, Greener, More Connected Rockland—Together

Enclosed is our 2026 Sponsorship Opportunity Flier with detailed levels and benefits. We would be grateful to have **Town of Stony Point** join us as a valued community partner.

I would be happy to discuss a sponsorship package tailored to your goals, including customized engagement opportunities for your employees and customers.

Warm regards,

A handwritten signature in black ink, consisting of the first name "Marisa" and the last name "Marrone".

Marisa Marrone  
Executive Director  
(845)708-9164





## Become a Keep Rockland Beautiful Sponsor Today!

**Partner with Us for a Cleaner, Healthier Rockland**

Show your commitment to the environment while connecting with thousands of local residents. For nearly 30 years, Keep Rockland Beautiful has united thousands of volunteers to clean streets, parks, and waterways; protect wildlife; prevent flooding; and deliver environmental education that keeps our community healthier and greener.

In today's world of growing environmental challenges, your business can make a real difference. Partnering with KRB demonstrates that you are not only conscious of today's urgent environmental issues but also committed to action.

### **The Impact of Your Sponsorship - When Your Business Supports KRB, you:**

Empower volunteers to take action for the environment

Show your values by aligning with sustainability and community care

Gain visibility through recognition on social media, newsletters, and event materials seen by thousands

Build community pride by helping create safe, welcoming spaces for all

### **Together, We can Lead the Way**

Your sponsorship isn't just support, it's a promise to future generations and a visible stand for Rockland's environment, community, and future. Join us in keeping Rockland clean, green, and beautiful. Become a sponsor today!

### **Look at our impact in 2025!**



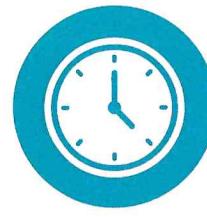
Over 3,000  
Volunteers  
Participated!



Over 27 Tons  
of Trash,  
Recyclables &  
Debris  
Collected!



43 Community  
Cleanups & 87  
Independent  
Cleanups  
Across the  
County!



Over 6,200  
Volunteer  
Hours



# 2026

## Calendar

January **01**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February **02**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March **03**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April **04**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May **05**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June **06**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July **07**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August **08**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1		
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September **09**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October **10**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November **11**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December **12**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#3

**Roland Biehle**  
17 Tomkins Ridge Road  
Tomkins Cove, NY. 10986  
rolandbiehle5@gmail.com • 845-596-3928  
10-26-25

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

Dear Members of the Town Board,

I am writing to request reappointment to the Planning Board. I have appreciated the opportunity to serve and remain committed to supporting responsible planning and the best interests of our community. I would welcome the chance to continue my work with the board and help see ongoing projects through to completion.

Thank you for your consideration.

Respectfully,  
**Roland Biehle**



Planning Board Member

#4

Town of Stony Point

December 15, 2025

Attn: Supervisor Office – Amy Stamm  
74 East Main St.  
Stony Point, NY 10980

Supervisor Stamm;  
Congratulations on your election win!  
The reason for the letter, I would like to be re-appointed for another term to the Zoning  
Board of Appeals.

Sincerely

  
John O. Lynch

44 Franklin Drive  
Stony Point, NY 10980  
(C) 845-641-9193

**From:** Amy Stamm  
**Sent:** Monday, January 5, 2026 12:09 PM  
**To:** Holli Finn  
**Cc:** Mary Pagano  
**Subject:** FW: Reappointment to the ARB

Please add to the 1/13 agenda.

Thanks!

**Amy Stamm**  
Supervisor  
Town of Stony Point  
(845) 786-2716 x111

**From:** Aidan Rowan <arowanusa50@gmail.com>  
**Sent:** Thursday, January 1, 2026 3:09 PM  
**To:** Amy Stamm <supervisor@townofstonypoint.org>; Mary Pagano <MPagano@townofstonypoint.org>  
**Subject:** Reappointment to the ARB

Hello Supervisor Stamm & Mary,

It has been a privilege and an honor to serve the residents of Stony Point on the ARB for the last two years. I'm writing today to seek reappointment to the board for the full three year term. Thank you for the consideration and I wish you both a very happy and blessed New Year!

Sincerely,

Aidan Rowan  
Member, Architecture Review Board

#6

December 22, 2025

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

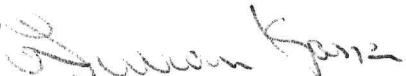
Dear Amy Stamm,

I am writing in regards to my position as Assessment Board of Review Member of Stony Point.

I would like to continue my service to the town of Stony Point as an Assessment Board of Review member.

Thank you for your consideration.

Warmest regards,



Gurran Kane



#7

Gran Fondo New York  
5114 Kennedy Blvd West #16  
West New York, NJ 07093  
917-656-2005  
lidia@gfny.com  
nyc.gfny.com

October 6, 2025

Town Supervisor Jim Monaghan  
Town Clerk Megan Carey  
Stony Point Town Hall  
74 East Main Street  
Stony Point, NY 10980

Police Chief Greg Becker  
Lieutenant Pedro Garcia  
Stony Point Police Department  
79 Route 210  
Stony Point, NY 10980

Dear Supervisor Monaghan, Chief Becker, Lt Garcia,

GFNY and its riders thank you for Stony Point's support of the race over the past fifteen years. Without the close collaboration with Stony Point and Stony Point Police and all the local agencies, the event would not be possible. Year after year, GFNY is praised as the best cycling event in the world, and a key element of this world-class athlete safety and experience is the dedication and professionalism of every person who works and contributes to the event.

GFNY 2025 marked the 15<sup>th</sup> Anniversary of GFNY. Since 2011, GFNY has seen 48,000 participants who hailed from 110 countries take part in this iconic race. The race is a lifetime-highlight kind of event for athletes due to its iconic start on the George Washington Bridge, the exceptional course experience through Bergen and Rockland and a memorable finish line celebrations in Fort Lee. GFNY 2025 was awarded a marketing grant from each Rockland Tourism and NJ Department of Tourism in recognition of GFNY's international appeal to support GFNY's marketing efforts to bring more tourism to both Rockland and New Jersey.

GFNY 2025 continued the ground-breaking format of offering a professional and open race held on the same course at the same time. GFNY plans to hold the third edition on May 17, 2026. GFNY continues to look for sponsors to add a women's professional race, but we have not yet secured any sponsors to make the women's race possible.

Since 2014, the event continues to be the World Championship race for the international series that bears the name GFNY. With over 30 races in 15 countries like Italy, France, Germany, Canada, Mexico, Colombia, Argentina, Chile, Brazil, Uruguay, Costa Rica, Dominican Republic, the Bahamas, Ecuador and Indonesia, GFNY will serve 50,000 athletes from 120 nations in 2026. GFNY NYC is one of the most famous cycling events in the world renowned for its high quality organization, safety and athlete experience.

Same as the past editions, GFNY will pay the related police overtime fees to cover the expenses of the event. We also make donations to all the local Volunteer Ambulance Corps who assist with the event.

As part of the organizational and permit process, we are working with all agencies and jurisdictions along the GFNY course, which include: PANYNJ, NJ DOT, NYS DOT, Palisades Interstate Park Commission, Rockland County, Fort Lee, Englewood Cliffs, Edgewater, Alpine, every town in Rockland County: Orangetown, Clarkstown, Haverstraw, Ramapo and Stony Point and many Rockland County Villages.

We will provide the Town of Stony Point with a Certificate of Insurance in March 2026.

#### **Stony Point Police at GFNY**

GFNY requests assistance from Stony Point Police to control traffic to enable the cyclists to ride on a traffic-moderated course for May 17, 2026. We plan a similar cycling route as GFNY 2025 and we will be coordinating the route safety and logistics details with Lt Garcia.

### **Route Marking**

GFNY crew will begin marking the race route starting Monday, May 4, 2026. Signs will include temporary road marking for turns, signs at eye level that mark turns or caution, mile markers (every 20 miles), aid station signs, water-based paint road markings and some sponsored fence signs where permitted. As in the past years, all signs will be posted in areas that do not affect visibility of the roads/intersections/traffic. All signs will be removed by Monday, May 18, 2026.

### **Background About the Event**

- **MEDIA:** Cyclists from all over the world attend the event and it receives global media coverage from 33 cycling magazines in 17 languages. National tv, newspaper and magazine media have covered the event.
- **COURSE:** The event starts on the George Washington Bridge, travels north through Rockland County and finishes in Fort Lee, NJ. The event showcases the George Washington Bridge, charming towns in Rockland and Bergen Counties and beautiful nature.
- **HEALTH BENEFITS:** GFNY promotes and reinforces healthy lifestyles for the participants, spectators, fans and locals. Holding participatory events such as this encourages people to set goals and develop healthy habits, get in shape and become healthier, and experience the great outdoors.
- **CHARITY:** GFNY makes donations to non-profits based in NY/NJ who provide volunteers at GFNY aid stations, pre-race registration or the finish village. Some GFNY riders choose to raise funds for their chosen causes as part of their participation in GFNY.
- **ECONOMIC IMPACT:** GFNY holds free weekly group rides for registered participants to prepare for the event utilizing the GFNY route and supporting local bakeries, coffee shops, bike shops and other local businesses. For race day, we source local products and services from area businesses.
- **TOURISM:** Dozens of tour operators bring hundreds of riders and families to the NY/NJ region. Thousands of other GFNY riders and families book their travel individually and boost sales at local businesses like hotels, restaurants, car rental, transport companies and stores.

### **Conclusion**

Please let me know if we can answer additional questions pertaining to the event. I can be reached at 917-656-2005 or at [lidia@gfny.com](mailto:lidia@gfny.com). The event's website is [nyc.gfny.com](http://nyc.gfny.com).

We look forward to working with you in organizing a safe and successful event.

Warm regards,

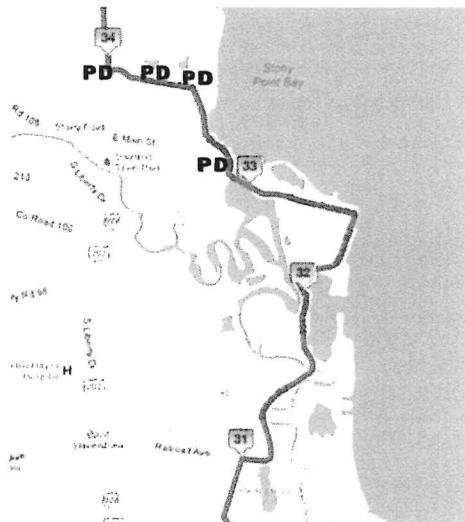


Lidia Fluhme  
Founder and Race Organizer  
Gran Fondo New York

## NORTHBOUND ROUTE

### West Haverstraw / Stony Point

Route	Mile (approx)	First cyclist	Last cyclist	Existing control	PD/ Volunteer
Continue on Beach Road – River Road – AID STATION # 2 – Capasso Carting	31	8:15	10:20		
Right onto Beach Road	32	8:15	10:20		PD
Left onto Tomkins Ave	33	8:15	10:30	Stop	PD
Left onto Tomkins Ave	33	8:20	10:40	Stop	PD
Straight past Wood Ave	33	8:20	10:40	Stop	PD
*Check point & mat* just after intersection Farley/Tomkins	33	8:20	10:40		
Right onto 9W / N Liberty Ave	34	8:20	10:45	Stop	PD



### AID STATION 2 – Stony Point

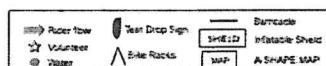
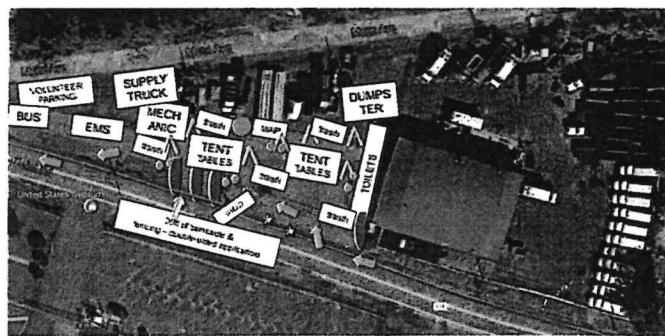
**Capasso Carting**  
**Next to Pennybridge Marine**  
**54 Grassy Point Road**  
**Stony Point, NY 10980**

Setup begins at 5:30am  
 First cyclists are expected at 8:10am  
 Last cyclists are expected at 10:30am  
 Breakdown begins immediately after the last cyclists depart



2 GFNY staff and 10 volunteers on-site.

**Mechanics: 9W Bikes**  
**EMS: Stony Point**  
**Trash: Dumpster on site**



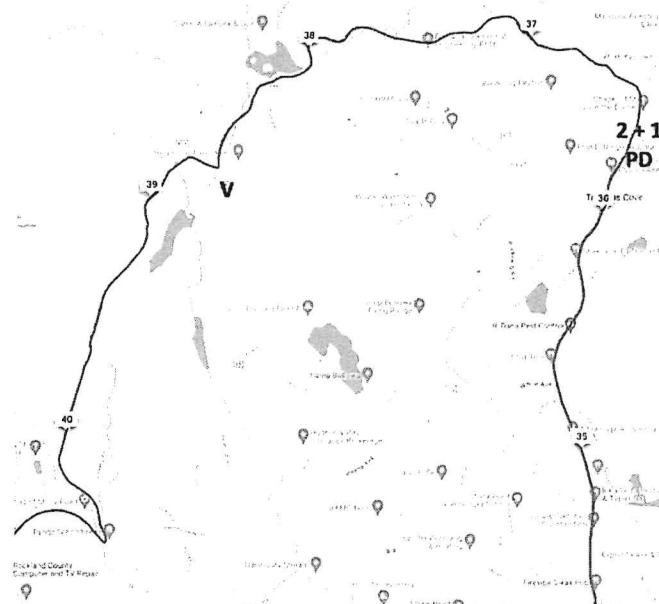
Place shield in front of the pole, facing the cyclists in their riding direction.  
 Keep the bike racks to the rear of the aid station.  
 Place barriacade & fencing from pole and back. Length is 35ft. (50cs barriacade). Place fencing on both sides of the barriacade (70ft of fencing total).

## SOUTHBOUND ROUTE

### Stony Point

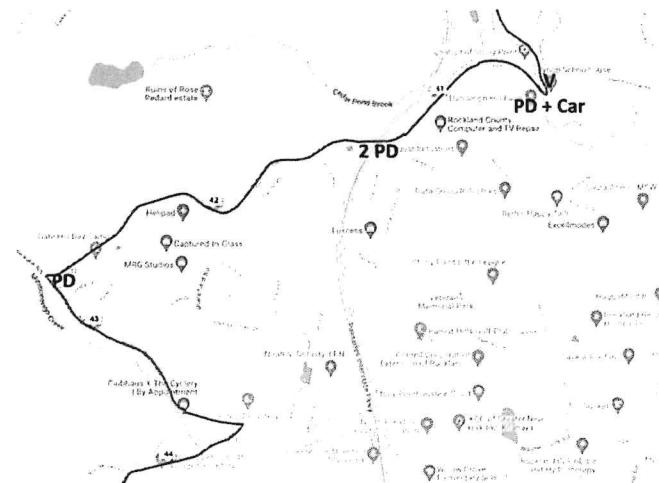
Route	Mile (approx)	First cyclist	Last cyclist	Existing control	Post	Contact
Left on Mott Farm Extension 2 PD at 9W, 1 at MFE	36	8:25	10:30		2+1 PD	Pedro Garcia 845-786-2744
Straight on Mott Farm Rd	36	8:25	10:30			
Straight past Buckberg Road	37	8:25	10:35			
Straight past Skahen Drive	39	8:30	10:45			
Right on Cedar Flats Rd	39	8:30	10:50	Stop	V (Approved by PD)	

NOTE: Check any activity at Boys & Girls Scout Camp



### Stony Point

Route	Mile (approx)	First cyclist	Last cyclist	Existing control	Post	Contact
Right on Route 210 / CR 106	40	8:30	10:55	Stop	PD	Pedro Garcia 845-786-2744
Straight past PIP Exit 15	41	8:35	11:00		2 PD	
Left onto Willow Grove Rd / CR98	43	8:45	11:10	Stop	PD	





# New York Natural Gas Sales Agreement

(Rate Ready) #8

Deal #:

Account Information		Marketer Information	
Date	December 8, 2025	<b>SPRAGUE OPERATING RESOURCES LLC</b>	
Account Name	Town of Stony Point	185 International Drive Portsmouth, NH 03801	
Billing Name		Phone: 844-994-3835 Fax: 603-430-5320	
Billing Address	74 E Main Street	Web: <a href="http://www.spragueenergy.com">www.spragueenergy.com</a>	
City, State, ZIP	Stony Point, NY 10980	Email: <a href="mailto:contractadministrationgroup@spragueenergy.com">contractadministrationgroup@spragueenergy.com</a>	
Telephone #	845-786-2716		
Fax # / Email		Sprague Rep	John Palocsik
Contact Name	Catherine Murray	Agent Code	RTEC

A) Term of Agreement				Billing Option			
Start Date	1-1-2026	End Date	12-31-2027	<input checked="" type="checkbox"/> Consolidated Billing Single Bill from LDC	<input type="checkbox"/> Dual Billing Sprague & LDC		
B) Pricing Program				Service Class			
<input checked="" type="checkbox"/> Fixed Rate	\$ 0.5899	Per Therm		<input checked="" type="checkbox"/> Firm Transportation	<input type="checkbox"/> Interruptible Transportation		
<input type="checkbox"/> NYMEX Plus Basis*				<input type="checkbox"/> New Account	<input checked="" type="checkbox"/> Renewal		
				<input type="checkbox"/> 0% Swing	<input checked="" type="checkbox"/> 100% swing (Full Requirements)		
<input type="checkbox"/> Monthly Variable Rate*				All Rates Quoted Include LDC Line Loss Fees Sprague does not gross up meter read volumes for Line Loss			

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

Monthly Volumes							
Jan	10,526	Apr	3,831	Jul	184	Oct	1,228
Feb	8,731	May	552	Aug	184	Nov	5,049
Mar	6,475	Jun	445	Sep	327	Dec	8,746
							46,278

**CUSTOMER DISCLOSURE STATEMENT**

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	Deliveries will begin on the 1st meter read date within the Term of this agreement and cease on the meter read immediately following the Term of this agreement.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Sprague can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.
Compensation Disclosure	If Applicable, the Broker/Agent identified above in "Agent Code" will be compensated \$ <u>0.20</u> per dekatherm by Sprague.



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

07/09/2009 (NY)

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

Customer: \_\_\_\_\_

Seller: Sprague Operating Resources LLC \_\_\_\_\_

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

By Authorized  
Agent: Mark A. Roberts \_\_\_\_\_

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

Title: Managing Director - Natural Gas & Power Sales \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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



Telephone: 1-800-448-0995  
One Lincoln Centre, 110 West Fayette Street, Suite 400  
Syracuse, NY 13202  
Customer-Services-US@smallestenergy.com

**SALES AGREEMENT**  
**New York**

Customer Name: Town of Stony Point			
Billing Address: 74 E Main Street Stony Point, NY 10980 US			
Contact Name: Catherine Murray		Phone: (845) 786-2716	
Fax:		Email:	
Check Only if Voluntary REC's are requested	<input type="checkbox"/> Voluntary Renewable Energy Product:NA	Check Only if Customer is Tax Exempt	<input type="checkbox"/> If checked, tax exempt documentation must be attached. Failure to attach will result in Customer being charged tax until a completed form is on file and accepted by the EDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.
Utility/Local Distribution Company: See Attachment A		Utility Account Number(s) and approximate Start Date(s): See Attachment A	

**CUSTOMER DISCLOSURE STATEMENT**

Price	[Fixed Price of \$0.03331/kWh]				
Bill Type	Consolidated Bill				
How Price is Determined	<b>Fixed Price</b> includes the components as described in the table below. The Fixed Price does not include any applicable taxes (other than the gross-receipts tax, if applicable), which shall be passed-through to the customer. Components listed as "pass through" in the table below shall be billed using market-based prices or estimates thereof.				
	<b>COMPONENT</b>	<b>Treatment</b>			
	Energy	Index Day Ahead			
	Unforced Capacity	Fixed			
	Ancillary Services	Fixed			
	Transmission Charge	Fixed			
	Clean Energy – Mandatory ZECs	Fixed			
	Clean Energy – Mandatory RECs (Tier 1)	Fixed			
	Future Clean Energy Mandatory Costs (e.g., ORECs)	Future Regulatory Change			
	Renewable Energy – Energy (Electricity Supply with Voluntary Renewable Energy Certificates - See Paragraph 6)	Not Selected			
	Upon mutual agreement, Customer has the ability to blend the current rate with a future rate as part of an Agreement extension throughout the term of this Agreement.				
	Please be aware that SmartestEnergy US LLC reserves the right to pass through costs/credits in accordance with Section 19 – Regulatory or Other Changes. If its costs increase, SmartestEnergy US LLC will have the right to change the prices for components listed in the table above, except for the "Energy" component, beginning 36 months from the execution date of this Agreement.				
Start Date	Supply shall start from first meter read date after the Utility processes your enrollment with SmartestEnergy US LLC (the "Start Date"), which is expected to be during the month of January 2026. An approximate Start Date for each account is listed on Attachment A. SmartestEnergy US LLC shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the Utility.				
Term	This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). The Term shall be				

	for a period of 24 months from the Start Date ("Term"). After the end of the Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party as provided in the Renewal section below.
<b>Process Customer May Use to Rescind Agreement Without Penalty</b>	Residential customers may terminate this Agreement within three (3) business days of receipt of this Agreement by contacting SmartestEnergy US LLC.
<b>Amount of Early Termination Fee and Method of Calculation</b>	<p>ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.</p> <p>No early termination fee for <b>Variable</b> service. For all other products, the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.</p> <p>For all residential customers, the termination fee will be no greater than \$100.00 if there is less than 12 months left of the Term and \$200.00 if there is 12 months or more left of the Term. See Section 4 – Term.</p> <p><b>Agreement is based on the energy consumption used in the prior year. A deviation of 100% or more could result in additional fees for all commercial customers.</b> See section 8 – Material Customer Usage Deviation.</p>
<b>Amount of Late Payment</b>	If SmartestEnergy US LLC manages billing, customer shall pay 1.5% or the highest percentage or amount allowable by law, per month on overdue balances. If the utility manages billing, customer shall be responsible to pay any late fees charged by the utility on overdue balances.
<b>Credit Support</b>	If this Agreement requires Customer to provide a cash deposit, letter of credit, or prepayment, the amounts and due dates of such instrument(s) shall be detailed on Attachment B. If a deposit or prepayment is required, Customer's signature on Attachment B will indicate its authorization for SmartestEnergy US LLC to access the required funds via ACH debit payment. Any cash deposit or prepayment shall also be governed by the terms of Paragraph 23.
<b>Renewal</b>	<p>After the end of the Initial Term, this Agreement will automatically continue at a Variable rate methodology unless and until this Agreement is terminated by either party.</p> <p>Residential Customers only: Not less than 30 days and no more than 60 days prior to the expiration of the Term, SmartestEnergy US LLC will notify Customer in writing and/or by email of the switch to variable rate methodology at which SmartestEnergy US LLC will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If SmartestEnergy US LLC does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 4 – Term.</p>
<b>Commission Disclosure</b>	SmartestEnergy US LLC has compensated RTEC Inc for services rendered in connection with your energy supply agreement in the amount of \$ 0.00300 /kWh. The compensation may include commissions, fees, or other forms of payment.
<b>Guaranteed Savings</b>	There are no guaranteed savings from the Utility rate and your rate may be higher than the Utility rate.

By entering into this Agreement, Customer agrees to the terms above (and those in the attached General Terms and Conditions, in particular, the specific Customer Acknowledgements) and authorizes SmartestEnergy US LLC to act as Customer's agent in dealing with the Utility. If there is any discrepancy between the terms in this "Customer Disclosure Statement" and the ones in General Terms and Conditions, the terms in "Customer Disclosure Statement" shall prevail.

SmartestEnergy US LLC	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title
Date:	Date
SmartestEnergy US LLC	
Printed Name	
Signature:	
Title:	
Date:	

V1.13 01.28.2025

## GENERAL TERMS AND CONDITIONS

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between SmartestEnergy US LLC ("SEUS," the "Company," "Seller," "we," or "us"), an independent energy services company, and you ("Customer," "you," or "your") under which Customer authorizes SEUS to initiate electricity supply service and begin Customer's enrollment with SEUS (the "Agreement"). Subject to the terms and conditions of this Agreement, SEUS agrees to sell and Customer agrees to purchase and accept all the electricity required to serve Customer's account(s) listed on Attachment A ("Purchase Quantities"). SEUS does not guarantee savings under this Agreement. Customer's local distribution utility(ies) (the "Utility") will continue to deliver the electricity supplied by SEUS and will be available to respond to outages and/or other emergencies. SEUS is not affiliated with and does not represent Customer's Utility.
- 2. Information Release Authorization.** Customer authorizes SEUS to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's Utility, which shall include, but not be limited to the following: consumption history; billing determinants; account numbers; credit information; public assistance status; existence of medical emergencies; status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by SEUS to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. **Customer's execution of this Agreement shall constitute authorization for the release of this information to SEUS.** SEUS reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to SEUS or by calling SEUS at 1-800-448-0995. SEUS reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization will be retained by SEUS for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by SEUS in connection

with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by SEUS in association with its business as a retail energy provider.

- 3. Customer Acknowledgements.** CUSTOMER ACKNOWLEDGES THE FOLLOWING: THAT ANY SALES REPRESENTATIVE WITH WHOM CUSTOMER HAS SPOKEN REPRESENTS SEUS, AND IS NOT FROM THE UTILITY; THAT YOU ARE THE CUSTOMER WHOSE NAME IS ON THE ACCOUNT, THE SPOUSE OF THE ACCOUNT HOLDER, OR OVER 18 AND AUTHORIZED TO MAKE DECISIONS CONCERNING THE ACCOUNT; THAT YOUR UTILITY WILL CONTINUE TO DELIVER YOUR ELECTRICITY AND PROVIDE YOU WITH YOUR ELECTRICITY BILL UNLESS OTHERWISE AGREED TO IN WRITING; THAT YOU HAVE RECEIVED THE ESCO CONSUMERS BILL OF RIGHTS, A COPY OF SEUS'S TERMS AND CONDITIONS, AND THE CUSTOMER DISCLOSURE STATEMENT; AND, IF A NON-RESIDENTIAL CUSTOMER, THAT YOU WERE INFORMED THAT THE UTILITY MAY DISCONNECT YOUR SERVICE AS A RESULT OF ANY FAILURE TO PAY SEUS'S CHARGES.
- 4. Term and Termination.**
  - For all products except Variable.** This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). It will continue for the period set forth in the Customer Disclosure Statement (the "Term") from the first meter read date after the Utility processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the Utility. After the end of the Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party. **Variable Service.** This Agreement will begin on the date the parties executed this Agreement (the "Execution Date") and will continue unless and until this Agreement is terminated by either party. SEUS will begin supplying electricity to Customer on the first meter read date after the Utility processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the Utility.
  - Termination Fees.** ETF shall equal the projected amount of electricity to

be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.

There are no early termination fees for **Variable** Service customers. For all other products, the projected amount of electricity to be consumed by customer for the remainder of the Term, multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SEUS can sell such electricity following the termination, or \$500 per account, whichever is greater. For all residential customers, the termination fee will be no greater than \$100.00 if there is less than 12 months left of the Term and \$200.00 if there is 12 months or more left of the Term. SEUS may terminate this agreement early for Customer fails to, i.) pay invoices timely ii.) provide performance assurance when requested, as provided in Sections 7 and 22, iii.) provide the notifications of behind the meter generation, net metering transactions or a state power allocation as required in Section 9, or iv.) provide credit support (if applicable) when due as specified in Attachment B or Section 23. If either Party terminates this Agreement early, then Customer shall owe an Early Termination Fee.

**5. Price.** The Price for all electricity under this Agreement shall be calculated as described in the Customer Disclosure Statement. For each billing cycle, the Price shall be applied to the Customer's metered usage for such billing cycle (as reported by the Utility).

**6. Renewable Energy Products.** This paragraph applies if Customer has chosen to receive a voluntary renewable energy product, as outlined in the Customer Disclosure Label. This product bundles electricity with Renewable Energy Certificates ("RECs") in an amount designed to match the Customer's usage. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. This product is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). **Election of this product supports the development of renewable resources, but Customer understands and acknowledges that Customer may not actually be supplied with renewable energy.**

**7. Billing and Payment.** At SEUS's option, Customer may receive a single bill for both commodity and delivery costs from either SEUS or the Utility ("Consolidated Bill"), or the Utility and SEUS may each invoice Customer separately ("Dual Bill"). SEUS will have the right to change the bill type one time during the term of this Agreement. Customer will pay SEUS for electric supply service based on meter readings and consumption information measured by and/or received from Customer's Utility ("Billing Quantity"). For invoices received from SEUS, Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5%, or the highest

percentage or amount allowable by law, per month. For invoices received from the Utility, Customer will pay each invoice in full as required by Utility's tariff or be subject to a late payment charge as required by Utility's tariff. If Customer fails to pay either any EDC invoice or any SEUS invoice when due, then, in addition to any other remedies that it may have, SEUS may terminate this Agreement upon 15 calendar days' written notice to Customer. **Failure to make full payment of SEUS and Utility charges due on any Consolidated Bill will be grounds for disconnection of utility services in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service.** Customer payments remitted in response to a Consolidated Bill shall be pro-rated (when so required) in accordance with procedures adopted by the PSC. A \$35 fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order, or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

**8. Customer Usage Deviation and Behind the Meter Generation.** If Customer's metered usage during any billing period exceeds, or falls below, its historic usage during a like billing period by 100% or more, and such variation results in SEUS incurring additional charges, Customer will be responsible for the payment of such additional charges. Customer agrees to inform SEUS of any existing self-generation unit(s), any net metering transactions or any state power allocations associated with the Customer accounts included in this Agreement prior to execution of this Agreement. If Customer fails to provide such notification, SEUS may change the Customer's price or terminate this Agreement. Subsequent to the execution of this Agreement, Customer agrees to promptly provide SEUS with advanced written notice once Customer decides to implement any of the following: (i) changes its use of self-generation unit(s), (ii) installation of additional self-generation unit(s); or (iii) addition or amendment of a net metering transaction or state power allocation. Notwithstanding the foregoing, Customer shall reimburse SEUS for any costs incurred by SEUS as a result of Customer making any of the changes identified in this paragraph or increases in Customer's capacity or transmission tag due to reduced customer generation output during a tag setting period. For the avoidance of doubt, consumption bandwidth thresholds established above shall not apply in a manner that would duplicate Customer's cost reimbursement obligations when calculating costs pursuant to this section.

**9. Delivery Point, Title, and Taxes.** All electricity sold pursuant to this Agreement shall be delivered to a location ("Delivery Point"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by providing appropriate documentation to SEUS.

Failure to provide appropriate documentation will result in Customer being charged tax until the completed form is on file and accepted by the EDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.

10. **Emergency Services.** The Utility will continue to respond to emergencies. In the event of an electricity emergency or service interruption, contact your Utility at one of the telephone numbers listed below. You should also contact your local emergency personnel. Central Hudson Gas and Electric: 1-800-527-2714; Consolidated Edison of NY: 1-800-752-6633; National Grid (KED-LI): 1-800-490-0045; National Grid: 1-800-892-2345; NYSEG: 1-800-572-1131; Orange and Rockland: 1-877-434-4100; or Rochester Gas and Electric: 1-800-743-1701; Long Island Power Authority: 800-490-0075 or 631-755-6900.

11. **Termination.** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the Utility for commodity supply service. Customer remains liable for all SEUS charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used in lieu of the final bill, which will be trued-up when the final meter reading is provided.

12. **SEUS Contact Information.** Customer may contact SEUS by phone at 1-800-448-0995, Monday through Friday between the hours of 9:00 A.M. to 5:00 P.M. EST (such hours subject to change), by email at Customer-Service-US@smartestenergy.com, or by mail to One Lincoln Centre, 110 West Fayette Street, Suite 400, Syracuse, NY 13202.

13. **Consumer Protections.** The services provided by SEUS to residential Customers are governed by the terms and conditions of this Agreement and the Home Energy Fair Practices Act (HEFPA). SEUS will provide at least 15 calendar days' notice prior to the cancellation of service to a residential Customer. Customer may obtain additional information by contacting SEUS at 1-800-448-0995, the DPS at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223, or through its website at [www.dps.ny.gov](http://www.dps.ny.gov).

14. **No Warranties.** Unless otherwise expressly set forth in this Agreement, SEUS provides and Customer receives no warranties, express or implied, statutory, or otherwise and SEUS specifically disclaims any warranty of merchantability or fitness for a particular purpose.

15. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR SEUS WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND SEUS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST SEUS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM SEUS, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND SEUS ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

16. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** ANY COMPLAINT, CLAIM, OR DISPUTE BETWEEN SEUS AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF SEUS AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF NEW YORK AND THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE SEUS AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. SEUS AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.

BY AGREEING TO BINDING ARBITRATION, SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC SUPPLY SERVICE WITH SEUS PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT

TO THE PROVISIONS OF THIS PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

17. **Force Majeure.** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, severe weather events, curtailment by Customer's Utility, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.
18. **Applicable/Governing Law.** This Agreement is governed by the laws of New York State. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this agreement or the services to be provided hereunder.
19. **Regulatory or Other Changes.** SEUS and Customer recognize that a change in any law, rule, regulation, or tariff that results in a change in a cost or requirement applicable to SEUS (each, a "Regulatory Change") could materially impact a term or provision of this Agreement including, but not limited to price. Accordingly, SEUS retains the right to modify this Agreement, including Customer's price, because of a Regulatory Change. SEUS shall provide 30 days' prior written notice to Customer of any modification to this Agreement resulting from a Regulatory Change. For the avoidance of doubt, in New York a change in, including but not limited to, Public Policy Transmission, Transmission Owner Transmission Solutions (TOTS), and/or NYPA Transmission Adjustment Charge (NTAC), or a change in NYSERDA's charges for Tier 1, Zero Emissions Credits ("ZECs"), ORECs, and/or any other related CES charge shall be considered a Regulatory Change for purposes of this Section 19 and SEUS shall change the Customer's contract price to reflect the increased or decreased costs. Please note that as a result of COVID-19, there is significant uncertainty in the amount that utilities will charge SmartestEnergy US LLC for billing and purchasing receivables ("POR Charges"). As a result, if your Utility increases or decreases its POR Charges by more than 0.5% during the term of this Agreement, SmartestEnergy US LLC will reset the fixed portion of your rate

to reflect such changes. Smartest Energy US LLC will provide you with 30 days notification before any such reset.

20. **Assignment.** You may not assign this Agreement, in whole or in part, or any of your rights or obligations without SEUS's prior written consent. We may, upon 30 days' written notice, transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds in connection with any financial or billing services agreement and transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of SEUS, or any other approved ESCO or other entity authorized by the DPS without your consent. This Agreement shall be binding on each party's successors and legal assigns.
21. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
22. **Performance Assurance.** If SEUS has reasonable grounds to believe that Customer's creditworthiness or performance under this Agreement has become unsatisfactory, SEUS will provide Customer with written notice requesting performance assurance in an amount determined by SEUS in a commercially reasonable manner. Upon receipt of such notice Customer shall have five (5) business days to remedy the situation by providing such performance assurance to SEUS. In the event that Customer fails to provide such performance assurance, or guaranty or other credit assurance acceptable to SEUS within five (5) business days of receipt of notice, then SEUS may terminate this Agreement.
23. **Cash Deposits or Prepayments.** If a cash deposit or prepayment applies, Customer grants to SEUS all of its' right, title and interest in the cash deposit or prepayment, free of liens or encumbrances. SEUS may, at any time, apply any part of (i) a cash deposit to any past due amounts owed by Customer or (ii) a prepayment to any amounts owed by Customer. If SEUS makes any such application, it shall provide notice to Customer of any shortage and its intent to replenish the account via ACH debit payment. In the event that the ACH debit payment is unsuccessful, Customer shall have five (5) business days to restore such cash deposit or prepayment. SEUS shall return the cash deposit or prepayment once this Agreement has been terminated in accordance with its terms and all amounts owned by Customer have been paid.
24. **Forward Contract.** Customer agrees that this Agreement is a "forward contract" within the meaning of the U.S. Bankruptcy Code, as amended, and that SUES is a "forward contract merchant" within the meaning of the U.S. Bankruptcy Code, as amended.
25. **Entire Agreement.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and SEUS with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement.
- 26.

Estimated Customer Usage (kWh)																									
No.	Utility	Account Number	Service Address	Anticipated Start Date	Term End Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total							
1	OR	00217810001	1 GRASSY POINT RD REC TWNPK, STONY POINT, NY, 10980, US	01/22/2026	24	01/22/2028	58	50	53	50	51	49	54	60	61	61	61	668							
2	OR	0028360003	1 ROSE ST, Stony Point, NY, US	01/17/2026	24	01/17/2028	424	263	272	271	282	269	290	317	351	454	543	564							
3	OR	0049830001	15 ROSE ST, Stony Point, NY, US	01/14/2026	24	01/14/2028	55	44	41	37	48	59	67	76	71	57	48	55							
4	OR	1814320006	BEACH RD REC PAV, Stony Point, NY, US	01/22/2026	24	01/22/2028	55	41	39	38	53	60	69	76	68	51	50	56							
5	OR	2390260003	LOWLAND HILL PARK REC, STONY POINT, NY, 10980, US	01/17/2026	24	01/17/2028	49	31	459	3,107	2,634	1,851	1,743	1,742	1,791	1,721	1,480	1,128							
6	OR	24051650002	15 ROSE ST, STONY POINT, NY, 10980, US	01/14/2026	24	01/14/2028	55	78	83	74	71	67	69	78	83	88	95	95							
7	OR	24469850002	74 E MAIN ST, Stony Point, NY, US	01/22/2026	24	01/22/2028	91	248	599	860	1,182	1,434	1,312	1,137	907	599	255	88	6388						
8	OR	2754030003	15CLUB HOUSE LN, Stony Point, NY, US	01/22/2026	24	01/22/2028	37	37	51	52	46	36	33	31	30	37	44	43	477						
9	OR	40715940009	WILLOW GROVE RD PUMP , Stony Point, NY, US	01/22/2026	24	01/22/2028	3,531	3,599	4,721	4,482	4,071	3,326	2,938	2,980	2,902	3,295	3,549	4,2546							
10	OR	45810350004	OSBORN ST PUMP STATION, Stony Point, NY, US	01/23/2026	24	01/23/2028	55	47	56	60	66	71	75	70	62	69	51	51							
11	OR	52903250000	74 E MAIN ST, Stony Point, NY, US	01/17/2026	24	01/17/2028	2,556	2,379	2,405	2,405	2,736	2,736	2,772	2,736	2,736	2,736	2,736	2,736	28,596						
12	OR	52918160004	WILLOW GROVE RD, Stony Point, NY, US	01/22/2026	24	01/22/2028	55,548	47,395	52,221	49,668	59,235	74,513	66,073	53,929	53,546	53,300	55,554	693,172							
13	OR	54366500000	ROUTE 210, Stony Point, NY, US	01/24/2026	24	01/24/2028	694	592	588	76	185	411	433	191	208	576	676	702	5,532						
14	OR	55485000008	74 E MAIN ST BLDG REAR, Stony Point, NY, US	01/17/2026	24	01/17/2028	4,548	3,233	2,430	1,428	1,184	1,329	1,302	1,024	1,170	2,046	3,156	4,312	27,202						
15	OR	6249055009	LOWLAND HILL RD, Stony Point, NY, US	01/17/2026	24	01/17/2028	55	43	39	37	50	58	68	74	69	55	47	55	650						
16	OR	72299230002	1 TURKEY HOLLOW RD BLDG MTCE, STONY POINT, NY, 10980, US	01/22/2026	24	01/22/2028	55	41	39	38	53	60	69	76	68	51	50	56							
17	OR	72506000008	E MAIN ST REC PAV, Stony Point, NY, US	01/22/2026	24	01/22/2028	17	13	15	17	19	31	44	34	32	41	32	17							
18	OR	7281900000	LOWLAND HILL RD REC BATH, Stony Point, NY, US	01/17/2026	24	01/17/2028	13	11	16	29	43	42	41	41	32	32	16	13							
19	OR	74328030007	BULSTOWN RD REC, Stony Point, NY, US	01/23/2026	24	01/23/2028	168	157	186	1,625	6,311	9,815	8,966	5,037	1,364	679	385	188	34,881						
20	OR	75621210004	MICHAEL CT, Stony Point, NY, US	01/22/2026	24	01/22/2028	939	777	795	651	608	526	540	593	602	697	815	926	8,469						
21	OR	8127430000	BEACH RD REC, Stony Point, NY, US	01/22/2026	24	01/22/2028	55	41	39	38	53	60	69	76	68	51	50	56							
22	OR	83386100005	NORTH ST, Stony Point, NY, US	01/22/2026	24	01/22/2028	47,702	40,358	49,386	47,861	56,025	59,562	62,110	64,536	59,661	55,323	48,150	48,435							
23	OR	91421460006	1 TURKEY HOLLOW RD ,Stony Point, NY, US	01/22/2026	24	01/22/2028	2,853	2,334	2,462	1,415	1,097	1,064	1,076	1,084	1,208	1,932	2,555	22,011							
24	OR	9466540003	28 ROSETOWN RD ,Stony Point, NY, US	01/15/2026	24	01/15/2028	55	40	37	48	59	67	75	71	56	46	55	652							
25	OR	9706460005	S LIBERTY DR LITE STCHIN, Stony Point, NY, US	01/17/2026	24	01/17/2028	55	43	39	37	50	58	68	74	69	55	47	55							
<b>Total</b>														123,159	105,081	115,223	134,979	154,864	158,836	147,867	126,618	123,072	118,244	123,108	1,544,356



December 31, 2025

Amy Conklin-Stamm, Supervisor Elect  
Town of Stony Point  
74 East Main Street  
Stony Point, NY 10980

Subject: Qualifications for Town of Stony Point 2026 Town Engineer Services

Dear Supervisor Elect Stamm:

Pitingaro & Doetsch Consulting Engineers, P.C. (P&D) is pleased to submit our qualifications to provide wastewater planning, design and construction administration services to the Town of Stony Point for 2026. Over the past six years, we have worked with Town staff to deliver practical, cost-effective engineering solutions, resulting in meaningful improvements to the Town's wastewater infrastructure.

As part of our continued work with the Town, P&D has prepared the designs for the Beach Road Pump Station upgrades, treatment plant clarifier rehabilitation, headworks improvements and associated SPDES permit amendments that will enable the Town to eliminate its flow diversion agreement. These efforts build upon other major improvements we have overseen, including the design, installation and startup of new aeration and UV disinfection systems.

At the same time, we have consistently aligned critical infrastructure needs with available funding opportunities. This approach has resulted in the successful award of a \$2.7 million Water Quality Improvement Project (WQIP) grant for the Headworks construction and a \$1.16 million FEMA Hazard Mitigation Grant Program (HMGP) award for the Beach Road Pump Station upgrades. We are committed to continuing to seek funding to support the Town's infrastructure projects.

We look forward to continuing this progress in 2026 and assisting the Town in achieving its goal of ending the flow diversion contract and operating a resilient, independent and modern wastewater treatment facility for years to come. Thank you for valuing our technical guidance and recognizing the benefits a small, attentive firm has to offer. We are confident that our track record speaks for itself and that we will continue to be an asset.

Mindful of the difficult choices both individuals and communities alike have needed to make this past year, we have decided the best way to continue to serve our municipal clients would be to maintain our current rate structure through the 2026 year. We respectfully request that P&D be recognized as Town Engineer in the Town's 2026 reorganization. We look forward to continuing this partnership to complete new projects, manage the infrastructure we have already worked to build and reach future goals.

Should you have any questions or should you wish to discuss our proposal in person, please feel free to contact me by phone at (845) 703-8140 or by email at [pitingaro@panddengineers.com](mailto:pitingaro@panddengineers.com).

Very truly yours,



Jason A. Pitingaro, PE  
President

#10

**COUNTY OF ROCKLAND INTERMUNICIPAL AGREEMENT  
GRANT FOR SIDEWALK CONSTRUCTION PROJECT  
TOWN OF STONY POINT**

This INTERMUNICIPAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of \_\_\_\_\_, 2025, by and between

the COUNTY OF ROCKLAND (the "County")  
11 New Hempstead Rd.  
New City, NY 10956

and

Town of Stony Point (the "Municipality")  
Stony Point Town Hall  
74 East Main Street  
Stony Point, NY 10980

WHEREAS, pursuant to Article 5-G of the New York General Municipal Law, municipal corporations are empowered to enter into agreements for the performance of their respective functions, powers, and duties on a cooperative basis; and

WHEREAS, the County and the Municipality desire to cooperate in the construction of sidewalks within the Municipality's jurisdiction along County of Rockland Roads for the mutual benefit of their respective constituents; and

WHEREAS, the County has agreed to provide grant funds to the Municipality for the purpose of constructing said sidewalks; and

WHEREAS, the parties hereto desire to set forth their respective rights and obligations with respect to the sidewalk construction project and the associated grant funds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

**1. DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Assigned Legislator" – A Legislator whose district encompasses all or part of a Municipality in which a Project is occurring and who has approval authority, as described below, of the scope and funding of each Project within the Legislator's District.

“Covered costs” or “covered expenses” – include costs or expenses incurred in completing a “Project,” that is reimbursable under this agreement. The County Superintendent of Highways will be the final arbiter to decide whether costs submitted by the Municipality fall within the definition of “Project” and whether they are a “covered cost” or “covered expense.” These costs are restricted to:

- (i) engineering and design costs,
- (ii) construction labor,
- (iii) environmental review,
- (iv) materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting for crosswalks, and
- (v) the actual purchase price of real property interests, e.g. fee title, or for permanent or temporary easements.

“District” or “Legislative District” – The Legislative Districts of the County Legislators as such Districts are defined in the Laws of Rockland County, Chapter 5, *Administrative Code*, § 5-7, *County Legislature; districts; qualification of members*; and Chapter 101, *Legislature, County*, § 101-7, *Composition of County Legislature; residency requirements*.

“Project” – Each Project must be contained wholly within a Project Area. Projects must be constituted of contiguous lengths of sidewalk in a Project Area and required appurtenant structures which must be constituted of a continuous pedestrian walkway constructed to New York State Department of Transportation guidelines for sidewalk construction, without gaps, interruptions, or separations along a specified corridor or path. Breaks necessitated by perpendicular roadways or driveways do not violate the contiguous nature of the Project. Appurtenant structures shall mean any structures necessary to construct the sidewalk along the roadway.

“Project Area” – An area that is concurrently within both a specific Municipality and a specific Legislative District.

“Sidewalk” – Included are materials necessary for the actual construction of sidewalks and sidewalk adjacent curbing, structures, signage and painting (such as crosswalks) for a specified location.

“Allocated Grant Funds” - the sum to be provided by the County to the Municipality for Projects in the Legislative Districts wholly or partially in the Municipality, as determined in accordance with Section 3.1 of this Agreement.

“Force Majeure Event” - any act, event, or condition beyond the reasonable control of a party that prevents or delays that party from performing its obligations under this Agreement, including but not limited to: acts of God; fires; floods; earthquakes; wars; civil disturbances; sabotage; accidents; labor disputes; shortages of labor, fuel, raw materials, or equipment; governmental actions; and pandemics or epidemics.

“Grant Funds” – Any funding provided by the County pursuant to this Agreement.

“Intellectual Property” - any and all inventions, discoveries, developments, improvements, innovations, designs, drawings, trademarks, trade names, copyrights, computer programs, trade secrets, know-how, and all other intellectual property rights, whether or not patentable, registrable, or otherwise protectable under applicable laws.

## 2. SCOPE OF PROJECT

- 2.1 The Municipality will undertake and complete Projects in accordance with the procedures and specifications set forth in Schedule B, which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained in this agreement, should there be Allocated Grant Funds remaining after completion of the Project work, the Assigned Legislator may allocate according to his or her discretion in accordance with section 3.1 (A) (4).
- 2.2 The Municipality’s Projects must take place wholly within the geographical boundaries of the Municipality.
- 2.3 The Assigned Legislator for each Project must approve in writing the location and amount of Grant Funds to be used for each Project in Project Areas within that Legislator’s District.
- 2.4 All work performed in connection with any Project must comply with applicable federal, state, county, and local laws, regulations, and standards, including but not limited to the Americans with Disabilities Act and New York State Department of Transportation guidelines for sidewalk construction.
- 2.5 Projects may only be constructed on property owned in fee by the County.
  - (A) Projects may only be constructed as sidewalks adjacent to County roads.
  - (B) Before using private or municipal property for temporary or permanent purposes related to a Project, the Municipality must obtain permission for construction or other activity on each private property from the owners of each property, and from each abutting private property landowners.
  - (C) A Project may proceed even where a property owner withholds permission.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 The County hereby agrees to provide the Grant Funds, via reimbursement of covered costs, to the Municipality for the sole purpose of completing Projects in the Municipality, which Grant Funds will not exceed the amount determined as the Allocated Grant Funds for each Legislative District wholly or partially within the Municipality. Allocated Grant Funds will be determined as follows:
  - (A) Determination of the amount of Allocated Grant Funds to the Municipality:
    - (1) The County will provide a Grant Fund authorization of \$1,764,705.88 to each of the County’s 17 Legislators.

- (2) Where the Legislator's District contains only a single municipality: the full \$1,764,705.88 of funding authorized for the Assigned Legislator is available to that part of the municipality that is within the Assigned Legislator's District as the Allocated Grant Fund.
- (3) Where the Legislator's District contains all or part of multiple municipalities:
  - (a) The proportion of the Assigned Legislator's \$1,764,705.88 authorized funds available for Projects in the Municipality will be determined by the Assigned Legislator and be known as the Allocated Grant Fund.
  - (b) The Allocated Grant Fund for each Project Area must be set forth in a writing and filed with each chief executive officer of a Municipality in the Project Area, the Assigned Legislator, and the County Superintendent of Highways.
  - (c) In the absence of a writing memorializing the Allocated Grant Funds for a particular Project Area, no claims will be paid.
- (4) The Assigned Legislator may amend a Project, including the proportion of Grant Funds allocated for a Project Area.
  - (a) The amendment must be memorialized in writing and signed by the Assigned Legislator and the chief executive officer for the Project Area, and the County Superintendent of Highways.
  - (b) Funds may not be transferred from one Project Area to another in the absence of a formal amendment agreed to by the chief executive officer of the Municipality and the Assigned Legislator, and filed with the County Superintendent of Highways.
- (5) In the event that, for any reason, including but not limited to an amendment of the Allocated Grant Funds available to a Municipality for one or more Projects fall below the amount necessary to complete a Project, or the portions of the Project already completed or to be completed, the Municipality will be responsible to complete the project at its sole expense.
- (6) If the County received earmarked funds from a third-party that are designated to apply to a Project, then, upon acceptance by the County Legislature the additional designated funds must be reported to the County Superintendent of Highways and delivered to the County Commissioner of Finance. At the discretion of the Municipality, and subject to the approval of the Assigned Legislator, the additional designated funds may be used, subject to any conditions of its receipt, to expand the Project, fund an additional Project, or reduce the Grant Funds budgeted for the Project freeing up the substituted Grant Funds for an Amendment to another Project, or commence an additional Project that is both within the Municipality and the Assigned Legislator's District. Amendments to Project budgets or new Projects must be approved by the Assigned Legislator and promptly reported to the County Superintendent of Highways.
- (7) Subject to approval through the County budgeting process, the County intends to allocate \$10,000,000 per county fiscal year, for three consecutive

years (\$30,000,000 in total) to fund this program. Reimbursement will be on a first come first served basis. The County's maximum expenditure for this program, for reimbursement to all Towns and Villages, countywide, will not exceed \$30,000,000 over the three years of the program. With respect to reimbursements to all of the Towns and Villages of the County, only the first \$10,000,000 of claims per year, plus any amount rolled over from the prior year, will be available for claims under this program.

- (B) Grant Funds will be paid by the County on a reimbursement basis for covered costs incurred and paid by the Municipality.
- (C) The Municipality must submit its vouchers with appropriate supporting invoices, bills, or other demands for payment, and proof of the Municipality's payments of covered costs, to the County Superintendent of Highways. Unsupported claims will not be reimbursed.
- (D) The Municipality may not use the Grant Funds for any other purpose than to complete a Project.
- (E) Projects must be approved by the Assigned Legislator and the County Superintendent of Highways before any claim for reimbursement will be paid.

3.2 Claims for Grant Funds will be disbursed to the Municipality upon the County Superintendent of Highway's receipt of a voucher in a form suitable to the County Superintendent of Highways from the Municipality that states the claim for reimbursement and provides proof of covered expenses paid. Vouchers may be submitted at the conclusion of each quarter. Quarters end March 31, June 30, September 30, and December 31. Expenses incurred and subject to claim, but not claimed after two quarters, are forfeit. Claims delayed for lack of County appropriations will be applied to the next fiscal year's appropriations in the order that they were received, up to the limits described in this Agreement.

3.3 The Municipality must maintain detailed records of all Project expenditures and must, upon the County's request, provide the County with a full accounting of the use of Grant Funds.

3.4 The County reserves the right to withhold, recover, or claw back Grant Funds in the event of the Municipality's being reimbursed Grant Funds over and above those available by the terms of this Agreement and agreed to by the Assigned Legislator, or for other non-compliance with the terms of this Agreement.

#### 4. PROJECT TIMELINE AND MILESTONES

4.1 Projects must be completed no later than the date of termination of this Agreement subject to any adjustments allowed by this Agreement.

4.2 The parties acknowledge that Project timeline may require adjustment based on various factors, including but not limited to project scope, complexity, and unforeseen circumstances. Any proposed changes to the project timeline must be submitted in writing

to the Assigned Legislator and the County Superintendent of Highways for amendment to the affected Project's approval, which approval will not be unreasonably withheld.

4.3 In the event of a delay caused by a Force Majeure Event or other circumstances beyond the Municipality's reasonable control, the project timeline will be extended by a period equal to the duration of such delay, provided that the Municipality has complied with the notice requirements set forth in section 4.2 above.

## 5. ROLES AND RESPONSIBILITIES

5.1 The Municipality is responsible for:

- (A) Project management, including design, bidding, and construction oversight;
- (B) Selection and engagement of qualified contractors in compliance with applicable procurement laws;
- (C) Obtaining all necessary property ownership, permits and approvals for the Project;
- (D) Ensuring compliance with all applicable laws, regulations, and standards;
- (E) Conduct a State Environmental Quality Review Act (SEQRA) review as the lead agency as required by law.
- (F) Maintaining accurate records of all Project activities and expenditures;
- (G) Providing regular progress reports to the County as specified in Section 6; and
  - (1) Compliance with all applicable safety standards, with zero major safety violations during construction;
  - (2) Timely submission of all required reports and documentation, with no more than one instance of late submission.

5.2 The County Superintendent of Highways is responsible for:

- (A) Disbursement of Grant Funds in accordance with this Agreement;
- (B) Review and approval of Project plans and specifications;
- (C) Periodic inspection of the Project to ensure compliance with agreed-upon standards; and
- (D) Final acceptance of the completed Project, in conjunction with the Assigned Legislator.

5.3 The Municipality is responsible for the actions of its contractors and subcontractors. All contractors and subcontractors engaged by the Municipality for the Project must:

- (A) Be licensed and bonded in accordance with New York State's, the County's, and the Municipality's laws;
- (B) Maintain insurance coverage as required by this Agreement;
- (C) Comply with all applicable laws, regulations, and standards;

5.4 These obligations are further detailed in Schedule A.

## 6. REPORTING AND OVERSIGHT

- 6.1 The Municipality must provide written progress reports to the County Superintendent of Highways according to the following schedule:
  - (A) For projects with a duration of 6 months or less: Monthly reports
  - (B) For projects with a duration of 6-12 months: Bi-monthly reports
  - (C) For projects with a duration exceeding 12 months: Quarterly reports
- 6.2 Each progress report will detail:
  - (A) Work completed to date;
  - (B) Expenditures to date;
  - (C) Any issues or delays encountered;
  - (D) Updated timeline for remaining work;
  - (E) Performance metric status; and
  - (F) Any proposed changes to Project scope, timeline, or budget.
- 6.3 The County Superintendent of Highways, the Assigned Legislator, or their agents or contractors, have the right to inspect Project sites and review all Project records at any reasonable time upon providing 24 hours' notice to the Municipality.
- 6.4 Upon completion of the Project, the Municipality must provide a final report to the County, including:
  - (A) A detailed description of the completed work;
  - (B) A full accounting of all expenditures;
  - (C) Copies of all permits and approvals obtained;
  - (D) Certification by the Municipality's engineer that the Project has been completed in accordance with the approved plans and specifications; and
  - (E) Documentation of compliance with all performance metrics.
  - (F) Provide the County with any filed deeds from the ROW/takings Maps.
- 6.5 The County has the right to conduct financial and performance audits of any Project and the use of Grant Funds. The Municipality must cooperate fully with any such audit and provide access to all relevant records and documentation. The County will provide at least five business days' notice prior to commencing an audit. This term will survive the general termination or expiration of this Agreement by seven years.

## 7. COMPLIANCE WITH LAWS AND ENVIRONMENTAL REQUIREMENTS

- 7.1 The Municipality must comply with all applicable federal, state, county, and local laws, regulations, and standards in the performance of the Project, including but not limited to:
  - (A) New York State Labor Law;
  - (B) New York State Environmental Quality Review Act (SEQRA);
  - (C) New York State Department of Transportation regulations;
  - (D) Americans with Disabilities Act;
  - (E) All applicable local building codes and zoning ordinances;
  - (F) New York State Department of Environmental Conservation regulations;
  - (G) Clean Water Act and Clean Air Act, as applicable.

7.2 Prior to commencing construction, the Municipality must:

- (A) Conduct an environmental impact assessment in accordance with SEQRA requirements;
- (B) Obtain all necessary environmental permits and approvals;
- (C) Develop and implement an environmental management plan to mitigate any identified environmental impacts.

7.3 The Municipality will provide copies of all environmental assessments, permits, and management plans to the County Superintendent of Highways and the Assigned Legislator(s) for their review and approval prior to commencing construction. No payments of Grant Funds will be payable in the absence of such approval.

## 8. INDEMNIFICATION AND INSURANCE

8.1 To the fullest extent permitted by law, the Municipality, its contractors, and subcontractors shall indemnify, defend, and hold harmless the County, its official, officers, agents, and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Municipality, its contractors, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

8.2 The Municipality must ensure its contractors, and subcontracts procure and maintain, at its own expense, the following insurance coverage:

- (A) Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate;
- (B) Workers' Compensation and Employee Benefits Insurance as required by New York State law;
- (C) Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and property damage;
- (D) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate, covering errors and omissions in the performance of professional services related to the Project.

8.3 The County must be named as an additional insured on all policies except Workers' Compensation and Professional Liability. The Municipality must provide certificates of insurance evidencing the required coverage prior to commencing work on the Project and must maintain such coverage throughout the duration of the Project. Reimbursements may be withheld for any period of time that such coverage for the County is not maintained.

## 9. DISPUTE RESOLUTION AND TERMINATION

- 9.1 In the event of a dispute arising out of or relating to this Agreement, the parties must, as a condition precedent to any lawsuit or alternative dispute resolution, attempt to resolve such dispute through good faith negotiations or submission to mediation before an agreed upon neutral. The cost of mediation will be shared equally by the parties. However, if a party is uncooperative or dilatory in participation in mediation, then the any other party may proceed directly to alternative dispute resolution. The mediator will be selected by the Legislator(s) within whose district the relevant Project(s) is taking place.
- 9.3 This Agreement may be terminated by either party upon thirty (30) days' written notice in the event of a material breach by the other party, provided that the breaching party has not cured such breach within the notice period. For purposes of this Agreement, a "material breach" shall include, but not be limited to:
  - (A) Failure to comply with applicable laws and regulations;
  - (B) Misuse or misappropriation of Grant Funds;
  - (C) Failure to meet project milestones without reasonable justification;
  - (D) Substantial deviation from approved plans and specifications without prior written approval;
  - (E) Failure to maintain required insurance coverage; or
  - (F) Other violation of a term of this Agreement.
- 9.4 In the event of termination due to the Municipality's material breach, the County may, in addition to any other remedies available at law or in equity:
  - (A) Withhold any unpaid portion of the Grant Funds;
  - (B) Require the Municipality to repay any Grant Funds already disbursed;
  - (C) Complete the Project itself or through a third party, with the Municipality liable for any excess costs incurred.
- 9.5 In the event of termination due to the County's material breach, the Municipality shall be entitled to recover from the County all documented costs and expenses incurred up to the date of termination, including reasonable demobilization costs up to the amounts authorized by this agreement.

## 10. MISCELLANEOUS PROVISIONS

- 10.1 Governing Law: This Agreement is governed by and construed in accordance with the laws of the State of New York. Any lawsuit concerning a dispute over the terms of this Agreement must be venued in the Supreme Court of the State of New York for the County of Rockland or the Southern District Court of the State of New York in White Plains, New York.

- 10.2 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 10.3 **Entire Agreement:** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.4 **Amendments:** This Agreement may be amended only by a written instrument signed by both parties.
- 10.5 **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- 10.6 **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the County:	with a copy to:
County of Rockland	Office of the County Attorney
c/o Office of the County Executive	County of Rockland
11 New Hempstead Road	11 New Hempstead Rd.,
1 <sup>st</sup> Floor	3 <sup>rd</sup> Floor
New City, NY 10956	New City, NY, 10956

If to the Municipality:  
Town of Stony Point  
74 East Main Street  
Stony Point, NY 10980

- 10.7 **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 10.8 **Force Majeure:** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to a Force Majeure Event. The party affected by such an event shall notify the other party in writing within five (15) business days of the occurrence of the Force Majeure Event. The notification shall provide evidence of the Force Majeure Event and state the anticipated duration of the delay. The affected party shall use reasonable efforts to mitigate the effect of the Force Majeure Event and resume performance as soon as possible. If the delay caused by the Force Majeure Event lasts for a period of more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

- 10.9 Confidentiality: Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed in connection with this Agreement, except as required by law or with the written consent of the disclosing party.
- 10.10 Change Orders: Any changes to the Project scope, timeline, or budget must be approved in writing by both parties through a formal change order process. Change orders shall detail the proposed changes, the reasons for the changes, and any adjustments to the project timeline, budget, or other relevant terms of this Agreement.
- 10.11 Intellectual Property: Any Intellectual Property developed specifically for the Project shall be owned jointly by the County and the Municipality. Each party grants to the other a non-exclusive, royalty-free license to use such Intellectual Property for purposes related to the Project. Pre-existing Intellectual Property of either party shall remain the sole property of that party.
- 10.12 Survival: The provisions of Sections 3.6, 6.5, 8.1, 9, 10.9, and 10.11 shall survive the termination or expiration of this Agreement.
- 10.13 Counterparts: This Agreement may be executed in any number of counterparts. Facsimile signatures are acceptable.
- 10.14 Authority: Each person signing this Agreement represents and warrants that the person, in their official capacity, has the full right, power, and authority to enter into and perform this Agreement, and that the person, in their official capacity, signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.
- 10.15 Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.16 Further Assurances: Each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.
- 10.17 Term: Unless specified elsewhere in this agreement, the duties and obligations of the County and each participating municipality to this agreement will commence on the date the subject municipality executes this agreement, and expires for all parties, and thus is terminated, on December 31, 2027, except for the County's obligation to reimburse the Municipality for any costs incurred or committed to before that date. Any municipality that does not execute this agreement does not have any claim under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COUNTY OF ROCKLAND:

DEPARTMENT OF HIGHWAYS  
(Approved for signature by  
the County Executive)

By: \_\_\_\_\_  
Charles H. Vezzetti  
Superintendent of Highways

DEPARTMENT OF LAW  
(Approved as to form and legal authority)

By: \_\_\_\_\_  
Thomas Humbach, Esq.  
County Attorney

COUNTY OF ROCKLAND

By: \_\_\_\_\_  
Edwin J. Day  
County Executive

TOWN OF STONY POINT

By: \_\_\_\_\_  
Jim Monaghan  
Town Supervisor

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, personally appeared, Jim Monaghan personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2025 before me, the undersigned, personally appeared, Edwin J. Day personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

## Schedule A: Project Plans and Specifications

Detailed project plans and specifications to be attached, including but not limited to:

1. Scope of work
2. Design drawings
3. Construction specifications
4. Materials list
5. Quality control measures
6. Safety protocols
7. Environmental mitigation measures
8. Accessibility compliance details
9. Landscaping plans (if applicable)
10. Drainage and stormwater management plans

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Prepare Inter Municipal Agreement	COUNTY	
Prepare Resolution for execution of IMA	COUNTY/Municipality, respectively	
Execute Agreement	Municipality, COUNTY, respectively	
Define Project Scope, Including scope of work for engineering phases	Municipality/COUNTY by relevant Legislators(s)	Project Initiated
Evaluate and Prepare State Environmental Quality Review Act (SEQR) Review as required by law, and act as lead agency for review.	Municipality	
Select Consultant for Design or Design/Construction Inspection (CI) (if needed): Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Qualify/Select ROW Consultant (if needed)	Municipality	Executed Agreement needed before Consultant Contract executed
Collect Data, Develop Feasible Alternative(s)	Municipality	
Design Criteria Approval (including approval of non-design standards and construction specifications)	COUNTY (by the County Superintendent of Highways)/Municipality	Data necessary to determine Design Criteria
Prepare Title Abstracts, ROW appraisals and Acquisition Maps (if needed)	Municipality	Adequate development of feasible alternatives to determine ROW needs

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Initiate coordination with affected Utility Companies and Railroads	Municipality	Needed utility work identified
Approve Non-Standard Features	COUNTY (by Superintendent of Highways)/Municipality	Recommendation from a Professional Engineer
Conduct Public Information Meeting(s) and, if needed, Public Hearing	Municipality	Proper notice(s)
Resolve comments as needed from Public Information Meeting(s), Public Hearing, if held, or Advisory Agency Reviews	Municipality	Comments received
Prepare ROW Plan (if needed)	Municipality	Feasible alternatives identified
Prepare and complete right of way or appraisal maps	Municipality	
Make offers to affected property owners and secure title to ROW	Municipality	
Prepare and finalize plans, specifications and estimate	Municipality	Design Approval
Acquire needed permits	Municipality	Needed permits identified
Secure Utility Relocation Agreement(s) and Railroad Agreement(s)	Municipality/COUNTY	Design Approval
Prepare Construction Contract Documents	Municipality	
Include special notes in Contract Documents, i.e. Railroad Insurance Requirements, Utilities, etc.	Municipality	Design Approval
Select Consultant for construction inspection (CI), if CI services are not being provided by Design Consultant: Conduct Negotiations and Execute Consultant Contract	Municipality	Executed Agreement needed before Consultant Contract executed
Advertise for Bids	Municipality	
Conduct Bid Opening	Municipality	
Analyze Bids and Recommend Award	Municipality	Project Bid Opening
Prepare Award Package	Municipality	Analyze bids
Apply to County Department of Highways for Sidewalk Building Permit	Municipality	
Request Concurrence for Contract Award	Municipality	Prepare Memorandum of Bids to document analysis
Award Contract	Municipality	COUNTY concurrence, as needed
Contract Administration and Construction Inspection	Municipality	Approved CMP
Materials Certification and Testing	Municipality	Approved CMP

ACTIVITY	RESPONSIBILITY	PRE-REQUISITE ACTIVITY
Approve Contract Change Orders	Municipality (with COUNTY concurrence by Assigned Legislator(s) and Superintendent of Highways in certain circumstances)	Approved CMP
Contract Claims, as needed	Municipality	Claim Procedures Included in Contract Bid Documents
Accept Construction Contract	Municipality	Punch List work completed
Verify Completion	COUNTY (by Superintendent of Highways and Assigned Legislator(s))	Municipality notification Punch List work is complete
Prepare and submit Reimbursement Requests	Municipality	Receipts for Payment
Process Reimbursement Requests	COUNTY	
Project Documentation	Municipality	

## Schedule B: Project Area Map

Detailed map of the project areas in the Municipality to be attached, including but not limited to:

1. Precise location of sidewalk construction
2. Property Boundaries
3. Existing infrastructure
4. Proposed improvements
5. Environmental features (e.g., waterways, protected areas)
6. Scale and orientation
7. Legend
8. Date of map creation
9. Surveyor's certification (if applicable)

#11

2025 Budget Modifications

D2770A	Misc Income Highway	405,062.82	Raise Revenue/Expense lines re roadwork
D5110.4	General Expense	405,062.82	Raise Revenue/Expense lines re roadwork
SL2401	Interest Street Lighting	10,380.65	Raise Revenue/Expense lines re interest
SL5182.4	Expenses Street Lighting	10,380.65	Raise Revenue/Expense lines re interest
M2401	Interest	12,001.09	Raise Revenue/Expense lines re interest
M4540.4	Medical Ambulance Other	12,001.09	Raise Revenue/Expense lines re interest
D2401	interest	47,028.31	Raise Revenue/Expense lines re interest
D5110.1	General Repairs Personal Svcs	47,028.31	Raise Revenue/Expense lines re interest

#12

## **ROCKLAND PARAMEDIC SERVICES, INC. AGREEMENT-2026**

### **CONTRACT TERMS AND CONDITIONS**

#### **CHAPTER I**

#### **GENERAL PROVISIONS AND DEFINITIONS**

##### **1. AGREEMENT**

Agreement between Rockland Paramedic Services, Inc., with its place of business at 17 Squadron Blvd. Suite 410, New City, New York 10956 (hereinafter the "Contractor") and Town of Haverstraw, with its place of business at One Rosman Road, Garnerville, New York 10923 and Town of Stony Point, with its place of business at 74 East Main Street, Stony Point, New York 10980. The Contractor shall perform the work and furnish all material in connection therewith, as hereinafter described. The Towns shall pay the contractor in full compensation therefor the sums of money hereinafter mentioned at the times and in the manner and upon the terms and conditions hereinafter set forth.

##### **2. DEFINITIONS**

(a) The following words and expressions used in this Contract shall, except where, by the context, it is clear that another meaning is intended, be construed as follows:

(1) The words "Contract" or "Contract Documents" to mean collectively this agreement and the Schedules A, B and C annexed hereto.

(2) The word "contractor" to mean the person, firm or corporation, its successors and assigns, who enters into the contract to perform the work. For convenience the Contractor is hereinafter referred to as if the Contractor were an individual. The word "he" shall, as the sense may require, include "she", "it" and "they"; the word "him" shall include "her", "it" and "them"; and the word "his" shall include "her", "its" and "their".

(3) The word "notices" to mean written notice.

(4) The word "subcontractor" to mean any person, firm or corporation, other than the employees of the Contractor, who contracts to furnish labor, or labor and materials, at the sites of the work or in connection with the work, whether directly or indirectly on behalf of the Contractor and whether or not in privity of contract with the Contractor.

The parties understand and agree that the relation of the Contractor to the Towns under this agreement shall be that of an Independent Contractor.

## CHAPTER II PROVISIONS RELATING TO TIME

### 1. CONTRACT TERM

- 1) This Contract shall be for a term not to exceed one (1) year commencing on January 1, 2026 and ending on December 31, 2026, unless otherwise terminated or extended.
- (b) Notwithstanding any other provision of this agreement, if the Town determines that it is in the best interests of the Town to do so, the Town may terminate this agreement on ninety (90) days notice to the Contractor at any time during this agreement

## CHAPTER III

### PRICE AND PAYMENTS

#### 1. PRICE AND PAYMENT TO INCLUDE

The Towns shall pay, and the Contractor shall accept as full compensation for completing the Service in accordance with this Contract, the sum of ONE MILLION SIX HUNDRED SIXTY-FOUR THOUSAND SEVEN HUNDRED TWENTY – SEVEN DOLLARS & 00/100 (\$1,664,727.00) dollars, of which Haverstraw shall pay ONE MILLION ONE-HUNDRED FIFTEEN THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS & 00/100 (\$1,115,367.00) and Stony Point shall pay FIVE HUNDRED FORTY-NINE THOUSAND THREE HUNDRED SIXTY DOLLARS & 00/100 (\$549,360.00), payable in equal monthly installments on a pro rata basis to the extent the Service has been authorized by the Contract.

#### 2. PAYMENT PROCEDURES – TOWN OF STONY POINT

The Contractor shall not submit billing to the users. All billing shall be performed by Stony Point Ambulance Corps. However, the Contractor shall provide the Town of Stony Point with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

#### 3. PAYMENT PROCEDURES - TOWN OF HAVERSTRAW

The Contractor shall not submit billing to the users. All billing shall be performed by Haverstraw Ambulance Corps. However, the Contractor shall provide the Town of Haverstraw with a full accounting of all service rendered on a monthly basis including the name and address of the user and the date of service.

HOWEVER, that this section shall not apply to any suit or liability arising out of, based upon or resulting from an act or omission of the Towns of Haverstraw and Stony Point or any of their agents, officers, servants and employees.

(b) The term "loss and liability", as used herein, shall be deemed to include, but not be limited to, liability for the payment of workers' compensation under the Workers' Compensation Law of the State of New York, or of judgments under the Federal Employee's Liability Act or similar statutes.

It is hereby mutually covenanted and agreed that the relation of Contractor to the Town under this agreement shall be that of an independent contractor.

### 3. INSURANCE

(a) At the time of award, the Contractor shall deliver to the Towns policies or other evidence of insurance written by companies approved by the Towns as follows:

<u>TYPE</u>	<u>LIMIT</u>
1) A comprehensive general liability insurance policy in the Contractor's name endorsed to cover liability assumed by the Contractor under the indemnity provisions of this Chapter:	
General Aggregate	\$1,000,000
Products Liability – Comp/Op Aggregate	\$1,000,000
Personal and ADV Inj.	\$1,000,000
Per Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expenses (any one person)	\$ 5,000
2) Excess Liability	
Each Occurrence	\$4,000,000
Aggregate	\$4,000,000

## CHAPTER VI

### REMEDIES IN CASE OF CONTRACTOR'S DEFAULT

#### 1. DEFAULT

(a) If the Contractor fails to perform the work in accordance with the Scope of work, or if he performs the work in an unsatisfactory manner, after having been notified of unsatisfactory work from an duly authorized representative of the Towns of Haverstraw and Stony Point, the Town Boards may declare the Contractor in default of this Contract and may proceed either to perform the work required under the Contract at its own expense, charging the cost thereof against the moneys to which the said Contractor would have been entitled for the faithful performance of the said Contract, or it may contract with some other contractor for the performance of this Contract or the work contracted to be done by the Contractor, charging the cost and expense thereof in like manner.

(b) In any event, in addition to the aforesaid, the Contractor shall remain responsible for any and all costs incurred by the Town of Haverstraw and/or Town of Stony Point in having the work which the Contractor failed to do, done and the same shall be recoverable from the moneys withheld by the Towns from the monthly payments.

(c) The Contractor further agrees that in the event of any default in the performance of the work required hereunder, the Contractor shall reimburse the Towns of Haverstraw and Stony Point for all costs, expenses and damages the said Town of Haverstraw and/or the Town of Stony Point may incur in completing the work.

(d) The Town may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Service Provider if said Service Provider violates any provision of this agreement in any manner whatsoever. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

#### 2. BANKRUPTCY

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the Contract, either by virtue of any State or Federal Laws, that such adjudication shall in no way terminate the liability of the Contractor under this Contract.

If the Contractor is declared insolvent or bankrupt, the Towns may terminate this agreement upon fifteen (15) days written notice sent by certified mail, return receipt requested, to the Contractor if the Contractor violates any provision of this agreement in any manner whatsoever or otherwise in default. If said agreement is terminated or not renewed, title to all capital equipment shall automatically revert to the Town.

(2) To deny to or withhold from any person because of his race, creed, color or national origin the right to be admitted to or participate in a guidance program, an apprenticeship training program, on-the-job training program, or other occupational training or retraining program.

(3) To discriminate against any person in his pursuit of such programs or to discriminate against such a person in the terms, conditions or privileges of such programs because of race, creed, color or national origin.

(4) To print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for such programs or to make any inquiry in connection with such program which expresses, directly or indirectly, any limitation, specification or discrimination as to race, creed, color or national origin, or any intent to make any such limitation, specification or discrimination, unless based on a bona fide occupational qualification.

It is hereby agreed by and between the parties hereto that every contractor and sub-contractor engaged in the public work described in this Contract shall post and maintain at each of his establishments, and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination, indicating the substantive provision of the Law against Discrimination, where complaints may be filed, and other pertinent information. Such notice shall be posted in easily accessible and well-lighted places customarily frequented by employees and applicants for employment.

## CHAPTER VIII

### MISCELLANEOUS PROVISIONS

#### 1. NEW YORK STATE LABOR LAW

Contractor agrees that he will cause all persons employed upon the Work, including his subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the Work is performed. He further agrees to comply with the requirements of the State Labor Law. More particularly, if any part of the work falls within the purview of the State Labor Law, the Contractor agrees as to such part of the Work to comply therewith, including Sections 220, 220-a, 220-b, 220-d, 222-a and 223 thereof, as amended and supplemented.

#### 2. CONTRACT DOCUMENTS CONTAIN ALL TERMS

These contract documents contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their corporate officers and have caused their corporate seals to be affixed hereto.

ROCKLAND PARAMEDIC SERVICES,  
INC.

By: \_\_\_\_\_  
Executive Director

(SEAL)

TOWN OF HAVERSTRAW

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

(SEAL)

TOWN OF STONY POINT

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

(SEAL)

**SCHEDULE “A”**

**REGULATIONS**

**SCHEDULE “B”**

**BASIC LIFE SUPPORT EQUIPMENT SPECIFICATIONS**

## **ALS FIRST RESPONSE VEHICLE EQUIPMENT**

Under the category of Advance Life Support Equipment:

**(a) Drug Box**

should include: minimum stock per set of equipment

- Medications and fluids as set forth by the Hudson Valley Regional EMS Medical Advisory Committee, according to the latest protocol
- Appropriate delivery devices for the above
- A narcotics storage and restocking policy in accordance with DEA standards

**(b) Airway/Respiratory Bag:**

Should include: minimum stock per set of equipment

- ET tubes sizes 2.5 – 9.0 with stylets
- Laryngoscope handle with blades MacIntosh 1 – 4    Miller 0 – 4
- Magill forceps; Adult and Pediatric
- Pulse oximeter
- Glucometer
- Interosseous Infusion supplies

**(c) Trauma Bag**

in addition to Part 800 supplies:

- Trauma tubing and large bore angiocaths
- Set up for needle cricothyotomy

## SCOPE OF WORK

### PROVISION OF ADVANCED LIFE SUPPORT/ PARAMEDIC SERVICES TO THE TOWNS OF HAVERSTRAW AND STONY POINT

1. The contractor shall provide to the Towns of Haverstraw and Stony Point (herein after the "Towns") Paramedic Level Emergency Services.

2. **SERVICES PROVIDED**

The Contractor will provide Advanced Life Support/Paramedic Emergency Medical Services for and within the Towns. The Contractor will provide Paramedic care at the level determined by the Hudson Valley Medical Advisory Committee. All Paramedic care will be directed by Nyack Hospital and/or Good Samaritan Hospital. The services provided shall be available 24 hours per day, 7 days per week. Contractor shall staff vehicles in the manner required by the State of New York and its appropriate agencies.

It is understood that the contractor will participate in any County organized mutual aid plan for Advance Life Support/Paramedic services, with the approval of the Towns.

All paramedic care will be directed by "Medical Control" at Nyack Hospital and/or Good Samaritan Hospital. Contractor will be compliant with NYS-DOH Article 30 and Par 800 including Quality Assurance activities in cooperation with Nyack Hospital and Good Samaritan Hospital.

3. **EQUIPMENT AND STAFFING**

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services providers. All Paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medical Advisory Committee to operate within Hudson Valley. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors.

Contractor shall maintain par levels of equipment to immediately replenish required supplies. Contractor shall update their equipment and/or supplies as standards change as per Hudson Valley Regional Emergency Medical Advisory Committee.

7. STAFFING

The equipment and staffing provided by the Contractor will be that of Paramedic Level Emergency Medical Services Providers. All paramedics assigned by the Contractor will be New York State Certified Paramedics (AEMT-4) and currently approved by the Hudson Valley Medial Advisory Committee to operate within Rockland County. Operation and maintenance of all equipment and vehicles will be the sole responsibility of the Contractors. Driver must have NYS Driver's license. Scheduled shifts should not exceed twelve (12) hours.

The Contractor must supply two (2) fully certified paramedics, twenty-four (24) hours per day, seven days per week.

8. TRANSPORTATION

HAVERSTRAW

The Contractor will provide Advanced Life Support Services. Transportation services will be provided by the Haverstraw Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Haverstraw Ambulance be unavailable.

STONY POINT

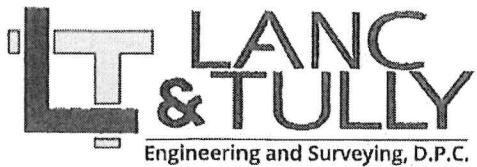
The Contractor will provide Advance Life Support Services. Transportation service will be provided by the Stony Point Volunteer Ambulance Corps. The Contractor will attempt to operate within the BLS mutual aid plan should Stony Point

9. MEDICAL AUTHORITY

The Paramedic will maintain charge of all patient care in all situations which require advanced life support or until the Paramedic makes a determination to release the patient to the volunteer ambulance personnel.

10. BLS EMERGENCIES

In the event the Contractor is dispatched to a call which does not require advanced life support, the Contractor will relinquish patient care to the volunteer ambulance personnel and assist the ambulance personnel in preparing the patient for transportation as needed.



#13

December 29, 2025

Supervisor Jim Monaghan  
and Town Board Members  
Town of Stony Point  
74 East Main Street  
Stony Point, New York 10980

RE: Site Plan for Ba Mar  
Bond Amount Reduction Request

Dear Supervisor Monaghan and Board Members:

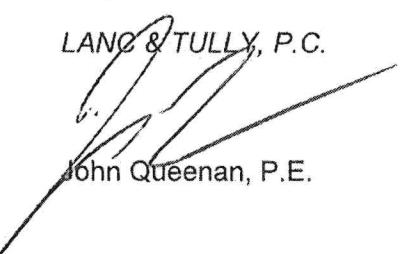
The owner/developer of the Ba Mar Mobile Home Park has requested a reduction of the approved site work improvement bond amount. The original bond amount was set at \$2,746,693.90. The developer has completed a majority of the site work and last a few remaining items to be completed.

Therefore, based upon the work completed, our office would recommend reducing the required bond amount to be posted to \$305,400.00.

We trust the above is sufficient for your needs; however, should you have any questions or required any additional information, please do not hesitate to contact me.

Very truly yours,

LANC & TULLY, P.C.

  
John Queenan, P.E.

CC: Highway Superintendent  
Building Inspector  
Planning Department

#14

TOWN OF STONY POINT  
BUILDING & ZONING DEPARTMENT  
74 EAST MAIN STREET 10980  
(845) 786-2716 FAX (845) 786-5138

## NOTICE OF VIOLATION AND HEARING DATE

Date: December 9, 2025  
Section Block Lot # 15.03-3-17

Complaint No: 2025-420  
Violation No: 2025-420V

Inspected Property: **8 Madison Ct**

**Owner:** Schnitzer Esther Y  
Brizel Lipshitz Yehuda  
8 Madison Ct  
Stony Point, NY 10980

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**TAKE NOTICE that there exists a violation(s) of:**

**Town of Stony Point Code Chapter 161 Property Maintenance.**

**§ 161-4 Maintenance of property; disposal of debris and litter.**

A. It shall be an offense for any person to abandon, leave, dump, throw, drop, place, permit to be deposited or scattered, store or keep any nuisance, hazard, litter, debris or matter attractive to vermin upon any public street, public place or upon any privately owned property within the Town of Stony Point except as permitted by Subsections C and D hereof.

B. It shall be an offense for any property owner to fail to maintain his property in conformity with the approved site development plan with the Town of Stony Point.

C. The owner, tenant or occupant of property being used for residential or commercial purposes located within the Town of Stony Point is hereby required to maintain at all times one or more dumpsters, containers or enclosures of adequate size to temporarily store all nuisances, hazards, debris and litter until removed, and such enclosure shall be covered at all times. The failure to comply with this subsection shall be deemed an offense.

D. Stony Point Town Board is hereby authorized to establish one or more temporary or permanent locations where residents of the Town of Stony Point may bring items constituting a nuisance, hazard, debris or litter, except garbage, toxic materials or chemical and yard wastes, for disposal in containers provided for such purpose. The use of such containers by residents for personal noncommercial disposal of bulky waste is deemed to be consistent with the purposes of this chapter and shall not constitute an

offense. Any failure to abide by posted regulations for the use of the containers as provided by the Town of Stony Point Town Board or any use of commercial purposes or disposal by nonresidents shall be deemed an offense hereunder.

**§ 161-10 Removal by Town; charges.**

A. Upon the failure of an owner, tenant or occupant to comply with a notice to correct a condition complained of concerning nuisance, hazard or litter, the Town Board may hold a public hearing. The public hearing shall be held upon notice posted conspicuously on the affected property and forwarded to the last known address of the property owner, as it appears on the current tax records of the Town, by certified mail, return receipt requested. Posting and service of such notice shall be not less than 15 days prior to the date of such hearing.

B. The Town Board, after a public hearing as provided in Subsection A, may cause any nuisance, hazard or litter as defined in this chapter, any vehicle parked or stored in violation of this chapter, or any show card, poster or other advertising device fastened upon any public or private property in the Town of Stony Point in violation of this chapter, to be removed from any property within the Town of Stony Point. Said removal may be performed by the Building and Grounds Department or the designee, including but not limited to a private contractor. The Town Board shall ascertain the cost of the proceeding and the costs of the removal, and such costs shall be charged and assessed against the owner of the property. The expense so assessed shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as to the Town charges.

C. The removal of any nuisance, hazard or litter by the Town of Stony Point or its agents shall not operate to excuse such owner, tenant or occupant from properly maintaining any premises as required by this chapter, and such owner, tenant or occupant shall, notwithstanding such action, be subject to any other penalties provided herein.

**Town of Stony Point Code Chapter § 182-9 Throwing refuse on highways, streets, roads and adjacent lands prohibited.**

A. No person shall throw, dump, deposit, drop or place or cause to be thrown, dumped, deposited, dropped or placed upon any highway, street or road or within the limits of the right-of-way of such highway, street or road within the Town of Stony Point or upon private lands adjacent thereto any refuse, trash, garbage, rubbish, litter, fly ash or any nauseous or offensive matter.

B. Nothing herein contained shall be construed as prohibiting the use in a reasonable manner of ashes, sand, salt or other material for the purpose of reducing the hazard of or providing traction on snow, ice or sleet.

CONDITIONS OBSERVED (11/12/25) (11/18/25) (12/01/25):

1. A large pile of trash and household debris was observed at the front of the property.

ACTIONS REQUIRED:

1. Remove trash and household debris.

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the conditions mentioned IMMEDIATELY.**

Premises to be re-inspected for compliance in approximately 5 Days.

Required actions MUST be completed by December 14<sup>th</sup>, 2025.

PLEASE TAKE FURTHER NOTICE that the Town Board will hold a HEARING on January 13, 2026 at 7:00 P.M. (or as soon as agenda allows) at the Patriot Hills Community Center, 19 Clubhouse Lane, Stony Point NY, at which time the 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 contact the Town of Stony Point Building Department at (845)786-2716 to schedule a re-inspection once the corrective action has been completed.

ADDITIONALLY, note that continued failure to comply may result in direct action taken by the Town (or its contractors) to perform the necessary work at the property owner's expense, plus legal fees.

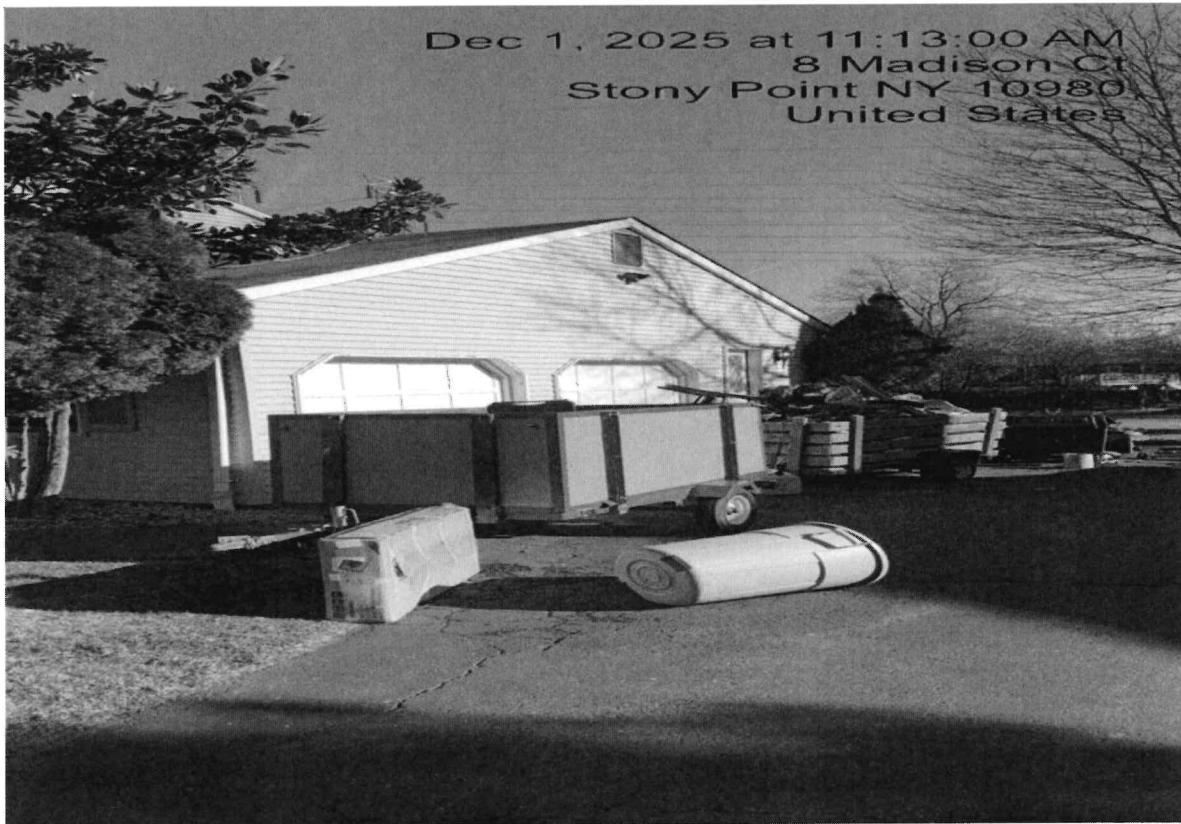
Issued on: 12-9-2025

Inspector: \_\_\_\_\_ 

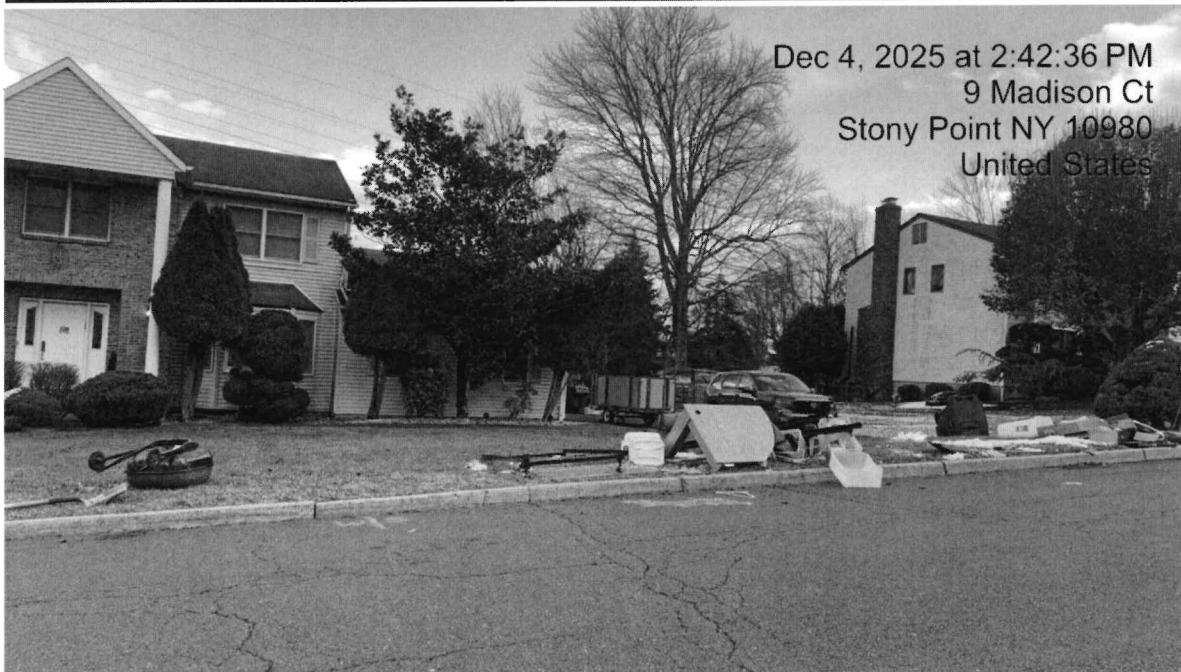
Matt Trzpis  
Code Enforcement Officer



Dec 1, 2025 at 11:13:00 AM  
8 Madison Ct  
Stony Point NY 10980  
United States



Dec 4, 2025 at 2:42:36 PM  
9 Madison Ct  
Stony Point NY 10980  
United States



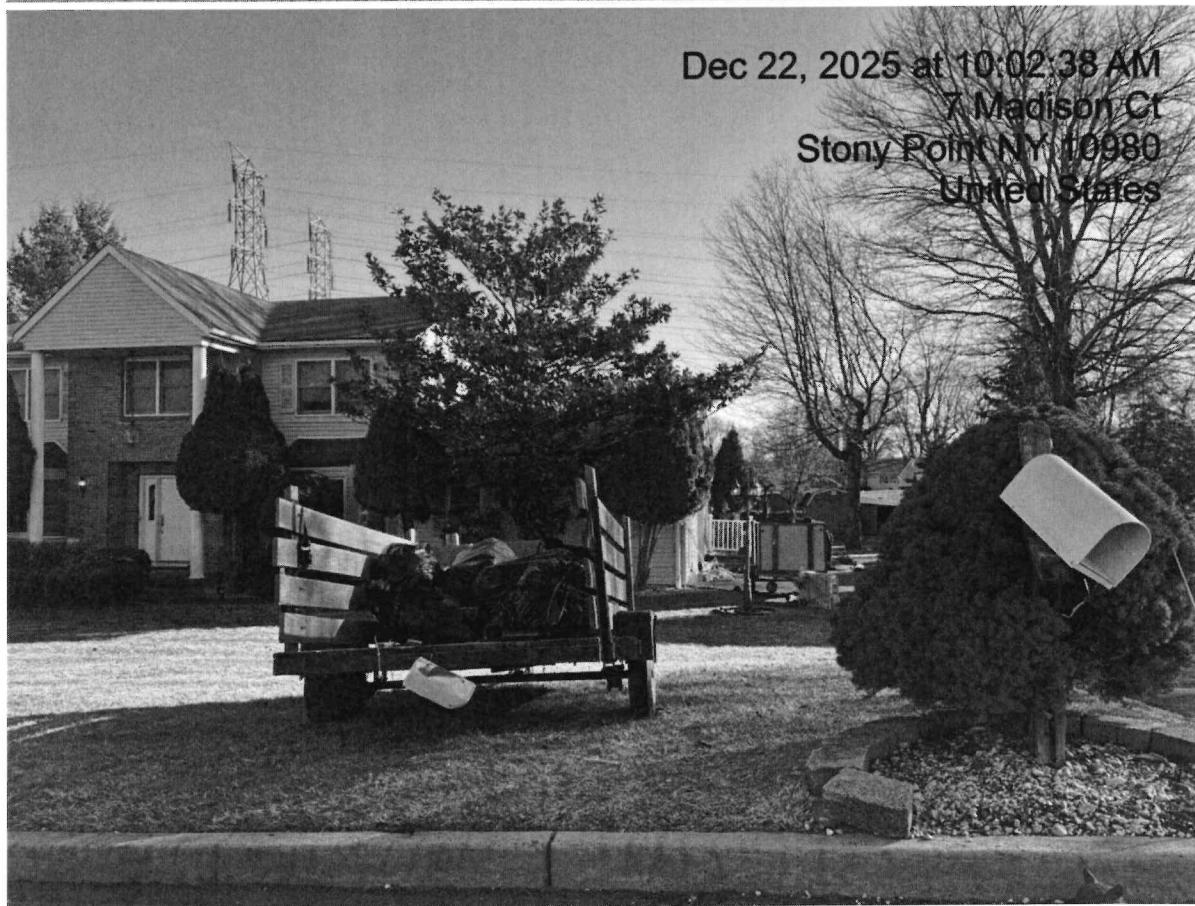


Dec 8, 2025 at 12:17:47 PM

7 Madison Ct

Stony Point NY 10980

United States



Dec 22, 2025 at 10:02:38 AM

7 Madison Ct

Stony Point NY 10980

United States

TOWN OF STONY POINT  
BUILDING & ZONING DEPARTMENT  
74 EAST MAIN STREET 10980  
(845) 786-2716 FAX (845) 786-5138

## **NOTICE OF VIOLATION AND HEARING DATE**

Date: December 19, 2025  
Section Block Lot # 20.06-2-76

Complaint No: 2025-416  
Violation No: 2025-416V

Inspected Property: **27 Brooks Dr**

**Owner:** Mignott Garth A  
27 Brooks Dr  
Stony Point, NY 10980

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**TAKE NOTICE that there exists a violation(s) of:**

**Town of Stony Point Code Chapter 161 Property Maintenance.**

**§ 161-4 Maintenance of property; disposal of debris and litter.**

A. It shall be an offense for any person to abandon, leave, dump, throw, drop, place, permit to be deposited or scattered, store or keep any nuisance, hazard, litter, debris or matter attractive to vermin upon any public street, public place or upon any privately owned property within the Town of Stony Point except as permitted by Subsections C and D hereof.

B. It shall be an offense for any property owner to fail to maintain his property in conformity with the approved site development plan with the Town of Stony Point.

C. The owner, tenant or occupant of property being used for residential or commercial purposes located within the Town of Stony Point is hereby required to maintain at all times one or more dumpsters, containers or enclosures of adequate size to temporarily store all nuisances, hazards, debris and litter until removed, and such enclosure shall be covered at all times. The failure to comply with this subsection shall be deemed an offense.

D. Stony Point Town Board is hereby authorized to establish one or more temporary or permanent locations where residents of the Town of Stony Point may bring items constituting a nuisance, hazard, debris or litter, except garbage, toxic materials or chemical and yard wastes, for disposal in containers provided for such purpose. The use of such containers by residents for personal noncommercial disposal of bulky waste is deemed to be consistent with the purposes of this chapter and shall not constitute an offense. Any failure to abide by posted regulations for the use of the containers as

provided by the Town of Stony Point Town Board or any use of commercial purposes or disposal by nonresidents shall be deemed an offense hereunder.

**§ 161-10 Removal by Town; charges.**

A. Upon the failure of an owner, tenant or occupant to comply with a notice to correct a condition complained of concerning nuisance, hazard or litter, the Town Board may hold a public hearing. The public hearing shall be held upon notice posted conspicuously on the affected property and forwarded to the last known address of the property owner, as it appears on the current tax records of the Town, by certified mail, return receipt requested. Posting and service of such notice shall be not less than 15 days prior to the date of such hearing.

B. The Town Board, after a public hearing as provided in Subsection A, may cause any nuisance, hazard or litter as defined in this chapter, any vehicle parked or stored in violation of this chapter, or any show card, poster or other advertising device fastened upon any public or private property in the Town of Stony Point in violation of this chapter, to be removed from any property within the Town of Stony Point. Said removal may be performed by the Building and Grounds Department or the designee, including but not limited to a private contractor. The Town Board shall ascertain the cost of the proceeding and the costs of the removal, and such costs shall be charged and assessed against the owner of the property. The expense so assessed shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as to the Town charges.

C. The removal of any nuisance, hazard or litter by the Town of Stony Point or its agents shall not operate to excuse such owner, tenant or occupant from properly maintaining any premises as required by this chapter, and such owner, tenant or occupant shall, notwithstanding such action, be subject to any other penalties provided herein.

**Town of Stony Point Code Chapter § 182-9 Throwing refuse on highways, streets, roads and adjacent lands prohibited.**

A. No person shall throw, dump, deposit, drop or place or cause to be thrown, dumped, deposited, dropped or placed upon any highway, street or road or within the limits of the right-of-way of such highway, street or road within the Town of Stony Point or upon private lands adjacent thereto any refuse, trash, garbage, rubbish, litter, fly ash or any nauseous or offensive matter.

B. Nothing herein contained shall be construed as prohibiting the use in a reasonable manner of ashes, sand, salt or other material for the purpose of reducing the hazard of or providing traction on snow, ice or sleet.

CONDITIONS OBSERVED (11/07/25) (11/25/25):

1. Approximately 20 old leaf bags were observed containing rubbish, dirt and other items not intended for leaf disposal.

ACTIONS REQUIRED:

1. Ensure leaf bags contain only leaves and are placed out for collection.

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the conditions mentioned IMMEDIATELY.**

Premises to be re-inspected for compliance in approximately 5 Days.  
Required actions MUST be completed by December 24<sup>th</sup>, 2025.

PLEASE TAKE FURTHER NOTICE that the Town Board will hold a HEARING on January 13, 2026 at 7:00 P.M. (or as soon as agenda allows) at the Patriot Hills Community Center, 19 Clubhouse Lane, Stony Point NY, at which time the 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.

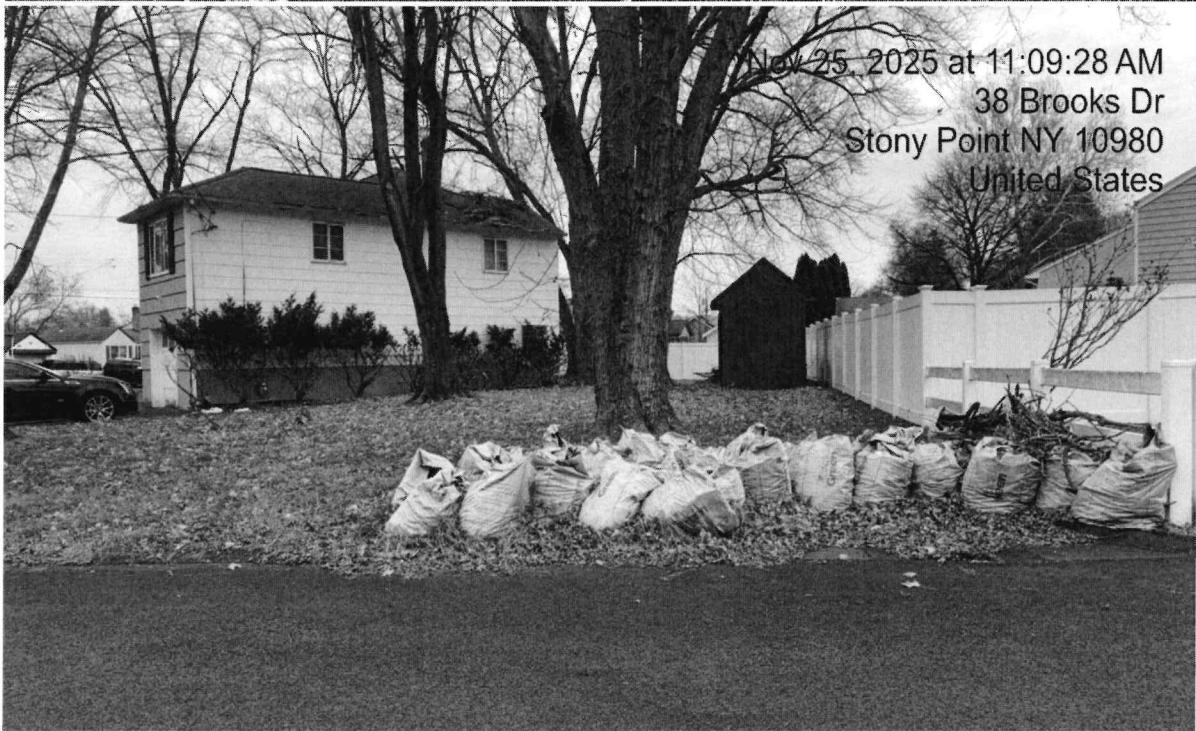
Please contact the Town of Stony Point Building Department at (845)786-2716 to schedule a re-inspection once the corrective action has been completed.

ADDITIONALLY, note that continued failure to comply may result in direct action taken by the Town (or its contractors) to perform the necessary work at the property owner's expense, plus legal fees.

Issued on: 12-19-2025

Inspector: 

Matt Trzpis  
Code Enforcement Officer



TOWN OF STONY POINT  
BUILDING & ZONING DEPARTMENT  
74 EAST MAIN STREET 10980  
(845) 786-2716 FAX (845) 786-5138

## NOTICE OF VIOLATION AND HEARING DATE

Date: December 12, 2025  
Section Block Lot # 15.04-5-34

Complaint No: 2025-403  
Violation No: 2025-403V

Inspected Property: **27 Farley Dr**

**Owner:** Zappier Christina E  
27 Farley Dr  
Stony Point, NY 10980

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**TAKE NOTICE** that there exists a violation(s) of:

**Town of Stony Point Code Chapter 161 Property Maintenance.**

**§ 161-4. Maintenance of property; disposal of debris and litter.**

- A. It shall be an offense for any person to abandon, leave, dump, throw, drop, place, permit to be deposited or scattered, store or keep any nuisance, hazard, litter, debris or matter attractive to vermin upon any public street, public place or upon any privately owned property within the Town of Stony Point except as permitted by Subsections C and D hereof.
- B. It shall be an offense for any property owner to fail to maintain his property in conformity with the approved site development plan with the Town of Stony Point.
- C. The owner, tenant or occupant of property being used for residential or commercial purposes located within the Town of Stony Point is hereby required to maintain at all times one or more dumpsters, containers or enclosures of adequate size to temporarily store all nuisances, hazards, debris and litter until removed, and such enclosure shall be covered at all times. The failure to comply with this subsection shall be deemed an offense.
- D. Stony Point Town Board is hereby authorized to establish one or more temporary or permanent locations where residents of the Town of Stony Point may bring items constituting a nuisance, hazard, debris or litter, except garbage, toxic materials or chemical and yard wastes, for disposal in containers provided for such purpose. The use of such containers by residents for personal noncommercial disposal of bulky waste is deemed to be consistent with the purposes of this chapter and shall not constitute an offense. Any failure to abide by posted regulations for the use of the containers as provided by the Town of Stony Point Town Board or any use of commercial purposes or disposal by nonresidents shall be deemed an offense hereunder.

### **§ 161-5. Landscaping maintenance.**

All owners, occupants or tenants of any privately owned property within the Town of Stony Point shall maintain grass or other ground cover, trees and shrubbery in a safe and attractive condition, free of noxious weeds, shrubbery, bushes or trees that are noxious, dead or diseased. For the purpose of this provision, all grass or other ground cover shall be kept trimmed to a height of no greater than 10 inches. The failure to maintain property as required by this section shall be deemed an offense.

### **§ 161-10. Removal by Town; charges.**

A. Upon the failure of an owner, tenant or occupant to comply with a notice to correct a condition complained of concerning nuisance, hazard or litter, the Town Board may hold a public hearing. The public hearing shall be held upon notice posted conspicuously on the affected property and forwarded to the last known address of the property owner, as it appears on the current tax records of the Town, by certified mail, return receipt requested. Posting and service of such notice shall be not less than 15 days prior to the date of such hearing.

B. The Town Board, after a public hearing as provided in Subsection A, may cause any nuisance, hazard or litter as defined in this chapter, any vehicle parked or stored in violation of this chapter, or any show card, poster or other advertising device fastened upon any public or private property in the Town of Stony Point in violation of this chapter, to be removed from any property within the Town of Stony Point. Said removal may be performed by the Building and Grounds Department or the designee, including but not limited to a private contractor. The Town Board shall ascertain the cost of the proceeding and the costs of the removal, and such costs shall be charged and assessed against the owner of the property. The expense so assessed shall constitute a lien and charge on the real property on which it is levied until paid or otherwise satisfied or discharged and shall be collected in the same manner and at the same time as to the Town charges.

C. The removal of any nuisance, hazard or litter by the Town of Stony Point or its agents shall not operate to excuse such owner, tenant or occupant from properly maintaining any premises as required by this chapter, and such owner, tenant or occupant shall, notwithstanding such action, be subject to any other penalties provided herein.

## **Town of Stony Point Code Chapter § 77 Building Code Administration and Enforcement.**

### **§ 77-1 Purpose.**

This chapter provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in this Town. This chapter is adopted pursuant to § 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code, or other state law, or other section of this chapter, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions of this chapter.

**NYS/ICC 2020 Property Maintenance.**

**302.1 Sanitation.** Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

**302.5 Rodent harborage.** Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

**CONDITIONS OBSERVED (10/22/25) (11/05/25) (12/1/25):**

- 1. Grass and shrubbery in both the front and rear yards are overgrown, and recycling bags are being continuously stored and littered at the front of the property.**

**ACTIONS REQUIRED:**

- 1. Cut the overgrown grass and shrubbery and maintain a clean front and rear yard, including proper storage of all recycling and trash bags.**

**YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and to remedy the conditions mentioned IMMEDIATELY.**

**Premises to be re-inspected for compliance in approximately 5 Days.**

**Required actions MUST be completed by December 17<sup>th</sup>, 2025.**

**PLEASE TAKE FURTHER NOTICE** that the Town Board will hold a **HEARING** on **January 13, 2026 at 7:00 P.M. (or as soon as agenda allows)** at the Patriot Hills Community Center, 19 Clubhouse Lane, Stony Point NY, at which time the 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 contact the Town of Stony Point Building Department at (845)786-2716 to schedule a re-inspection once the corrective action has been completed.

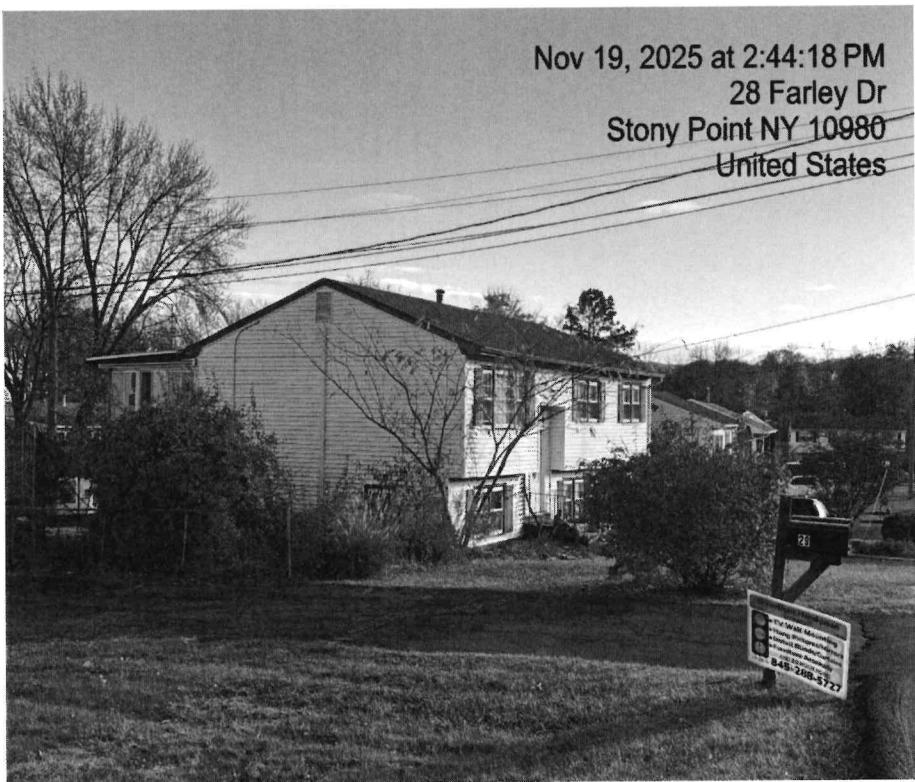
**ADDITIONALLY**, note that continued failure to comply may result in direct action taken by the Town (or its contractors) to perform the necessary work at the property owner's expense, plus legal fees.

Issued on: 12-12-2025

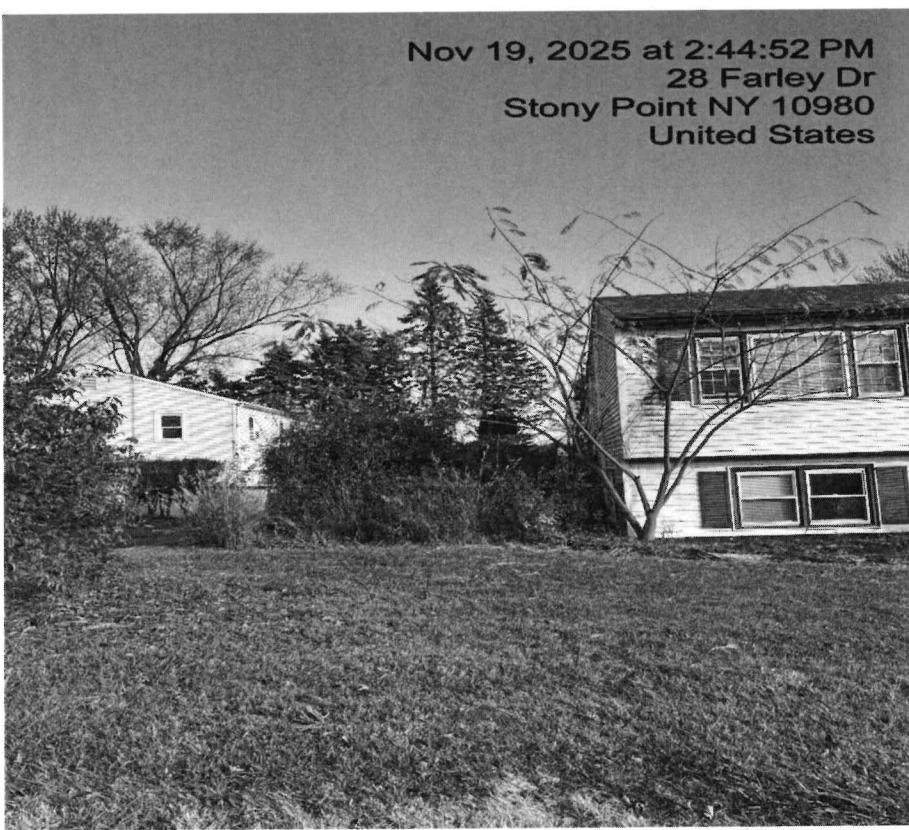
Inspector: 

Matt Trzpis  
Code Enforcement Officer

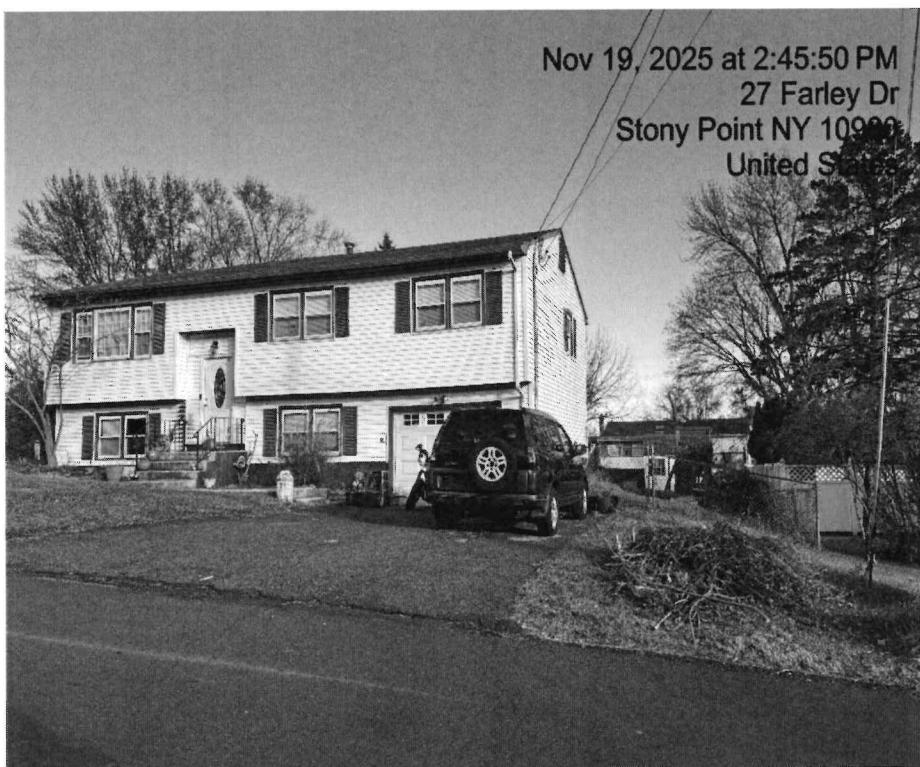
Nov 19, 2025 at 2:44:18 PM  
28 Farley Dr  
Stony Point NY 10980  
United States



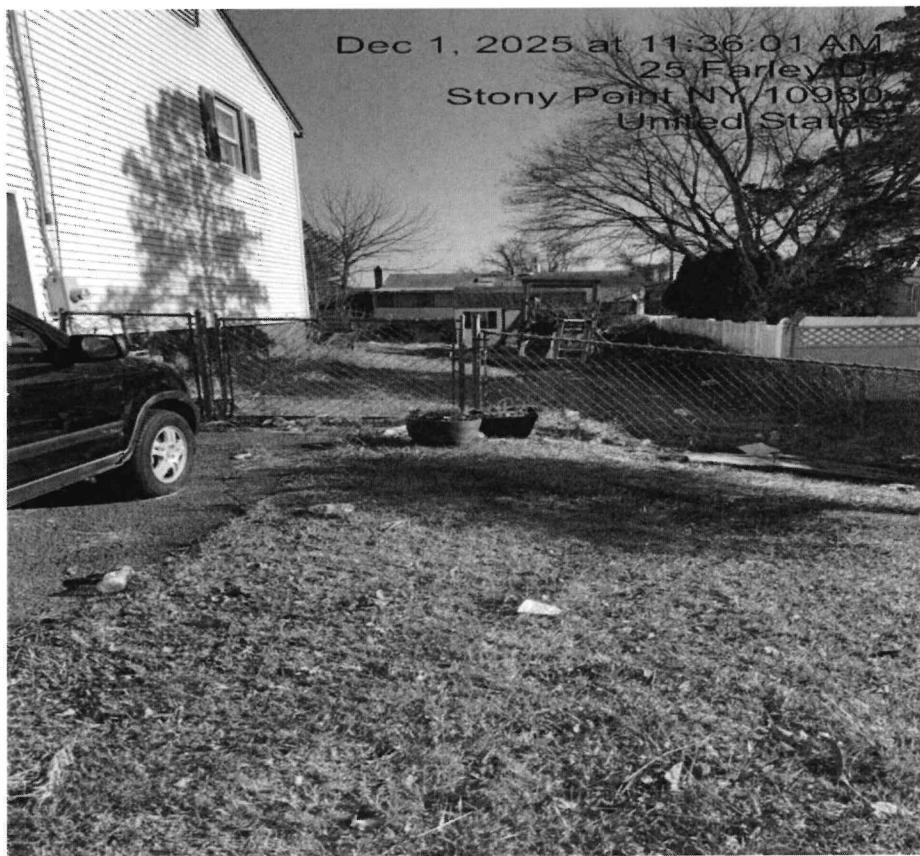
Nov 19, 2025 at 2:44:52 PM  
28 Farley Dr  
Stony Point NY 10980  
United States

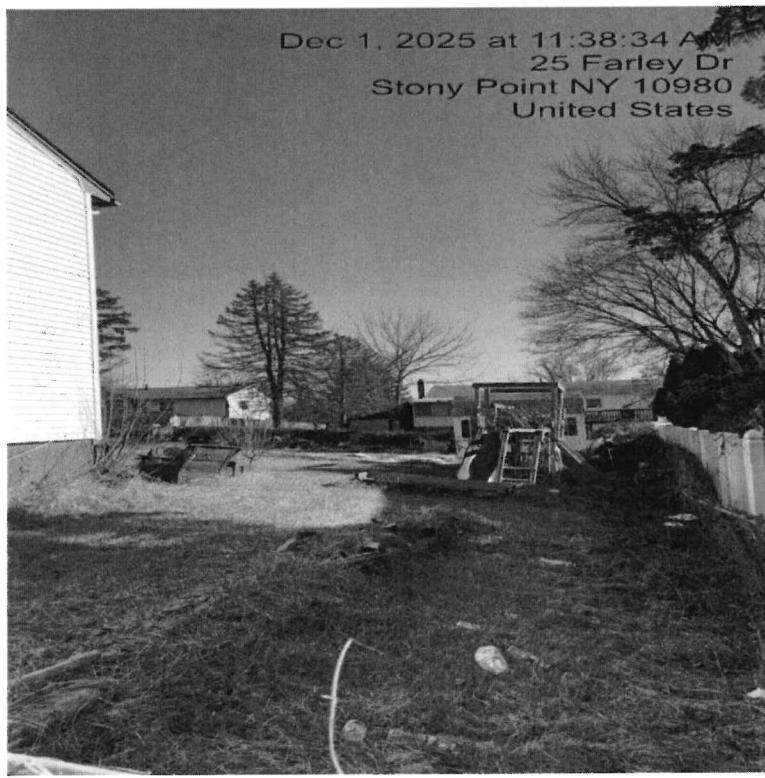
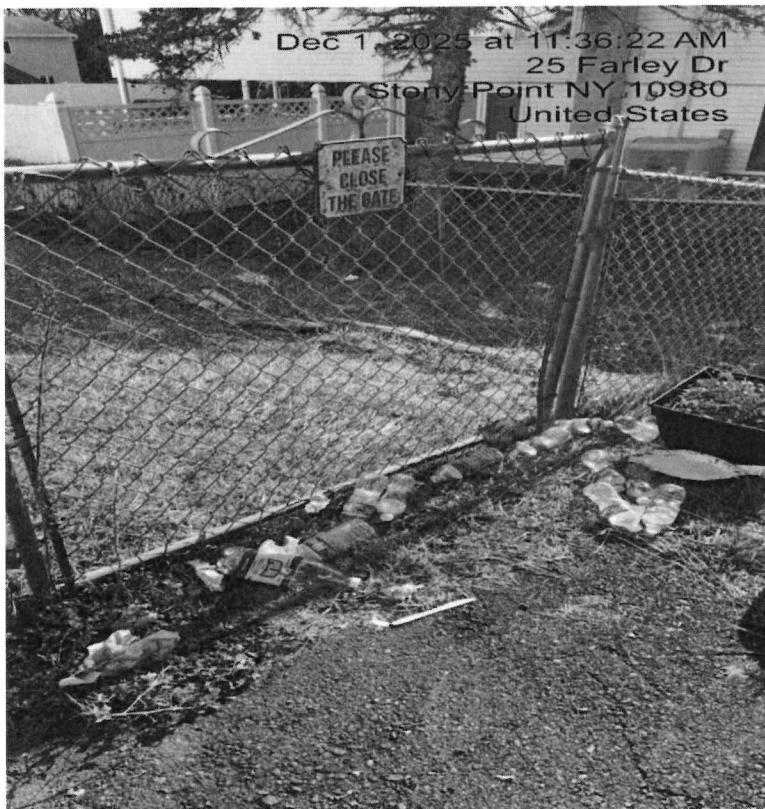


Nov 19, 2025 at 2:45:50 PM  
27 Farley Dr  
Stony Point NY 10580  
United States



Dec 1, 2025 at 11:36:01 AM  
25 Farley Dr  
Stony Point NY 10580  
United States





TOWN OF STONY POINT  
BUILDING & ZONING DEPARTMENT  
74 EAST MAIN STREET 10980  
(845) 786-2716 FAX (845) 786-5138

## NOTICE OF HEARING

Date: December 12, 2025  
Section Block Lot # 15.02-4-46/11.1

Complaint No: 2025-369  
Violation No: 2025-369V

Inspected Property: **160 N Liberty Dr**

**Owner:** Stony Ridge LLC  
160 N Liberty Drive  
Stony Point, NY 10980  
(C/O RD Management LLC)

**Mailing Address:**  
RD Management LLC  
1745 Broadway, 7<sup>th</sup> Floor South  
New York, NY 10019

**PLEASE TAKE NOTICE** that the Town Board will hold a **HEARING** on **January 13, 2026** at **7:00 P.M. (or as soon as agenda allows)** at the Patriot Hills Community Center, 19 Clubhouse Lane, Stony Point NY, at which time the 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.

**NOTICE** that you are required to remedy the violation(s) set forth herein within five (5) days of this Notice being duly served per Section 161-8 C of the Town of Stony Point Property Maintenance Code. **December 17, 2025** shall be the required compliance date. Failure to remedy may result in penalties including fines and/or imprisonment and may result in necessary work being performed by the Town at the property owner's expense.

The premises located at **160 N Liberty Dr, Stony Point, NY** designated as **Tax Map No. 15.02-4-46/11.1**, continues in violation of the Town of Stony Point Property Maintenance Code Section 161-4 Maintenance of property; disposal of debris and litter.

CONDITIONS OBSERVED (9/18/25) (10/21/25) (11/26/25):

1. A mattress and shelving have been left outside for several weeks, and the dumpster area is frequently littered with rubbish.

ACTIONS REQUIRED:

1. Remove the mattress and shelving and maintain the area surrounding the dumpsters in a clean condition.
2. Install a secured fence with a locking mechanism around the perimeter of the dumpsters to ensure compliance and prevent unauthorized access.

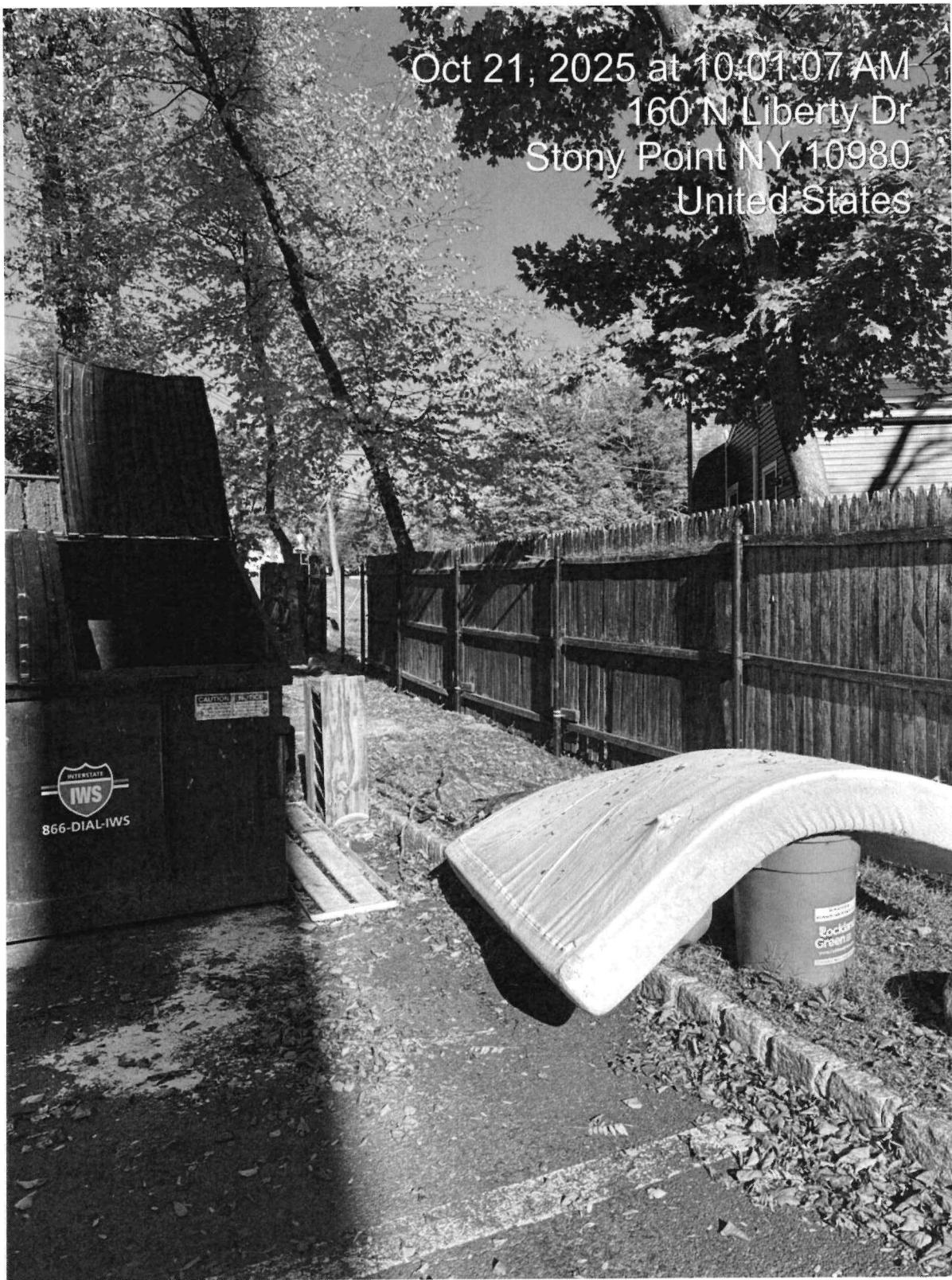
**PLEASE TAKE FURTHER NOTICE** that all costs incurred by the Town, including but not limited to costs of corrective action, attorney's fees and administrative costs, if not paid within thirty (30) days of notification, shall be a lien on the premises and shall be assessed against such premises and shall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

Issued on: 12-12-2025

Inspector: 

Matt Trzpis  
Code Enforcement Officer

Oct 21, 2025 at 10:01:07 AM  
160 N Liberty Dr  
Stony Point NY 10980  
United States





TOWN OF STONY POINT  
BUILDING & ZONING DEPARTMENT  
74 EAST MAIN STREET 10980  
(845) 786-2716 FAX (845) 786-5138

## NOTICE OF HEARING

Date: December 12, 2025  
Section Block Lot # 15.20-1-1

Complaint No: 2025-396  
Violation No: 2025-396V

Inspected Property: **37 Tomkins Ave**

Owner Mailing Address:  
Halberstam Menucha  
1 Crocus St  
Lakewood, NJ 08701

**PLEASE TAKE NOTICE** that the Town Board will hold a **HEARING** on **January 13, 2026** at **7:00 P.M. (or as soon as agenda allows)** at the Patriot Hills Community Center, 19 Clubhouse Lane, Stony Point NY, at which time the 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.

**NOTICE** that you are required to remedy the violation(s) set forth herein within five (5) days of this Notice being duly served per Section 161-8 C of the Town of Stony Point Property Maintenance Code. **December 17, 2025** shall be the required compliance date. Failure to remedy may result in penalties including fines and/or imprisonment and may result in necessary work being performed by the Town at the property owner's expense.

The premises located at **37 Tomkins Ave, Stony Point, NY** designated as **Tax Map No. 15.20-1-1**, continues in violation of the Town of Stony Point Property Maintenance Code Section 161-4 Maintenance of property; disposal of debris and litter, 161-5 Landscaping Maintenance, and 182-31 Preparation and placement at curb:

CONDITIONS OBSERVED (10/14/25) (10/17/25) (10/28/25):

1. Accumulation of household garbage and rubbish in the front yard.
2. Miscellaneous items scattered throughout the front and rear yard, including a kayak, water pallet, ladder, broken-down pool, pool equipment, wood pallets, and plastic barrel.
3. Overgrown grass and shrubbery throughout the property.

ACTIONS REQUIRED:

1. Remove household garbage and rubbish from front yard.
2. Remove scattered debris items from all areas of the yard.
3. Cut and trim grass and weeds and maintain through the growing season.

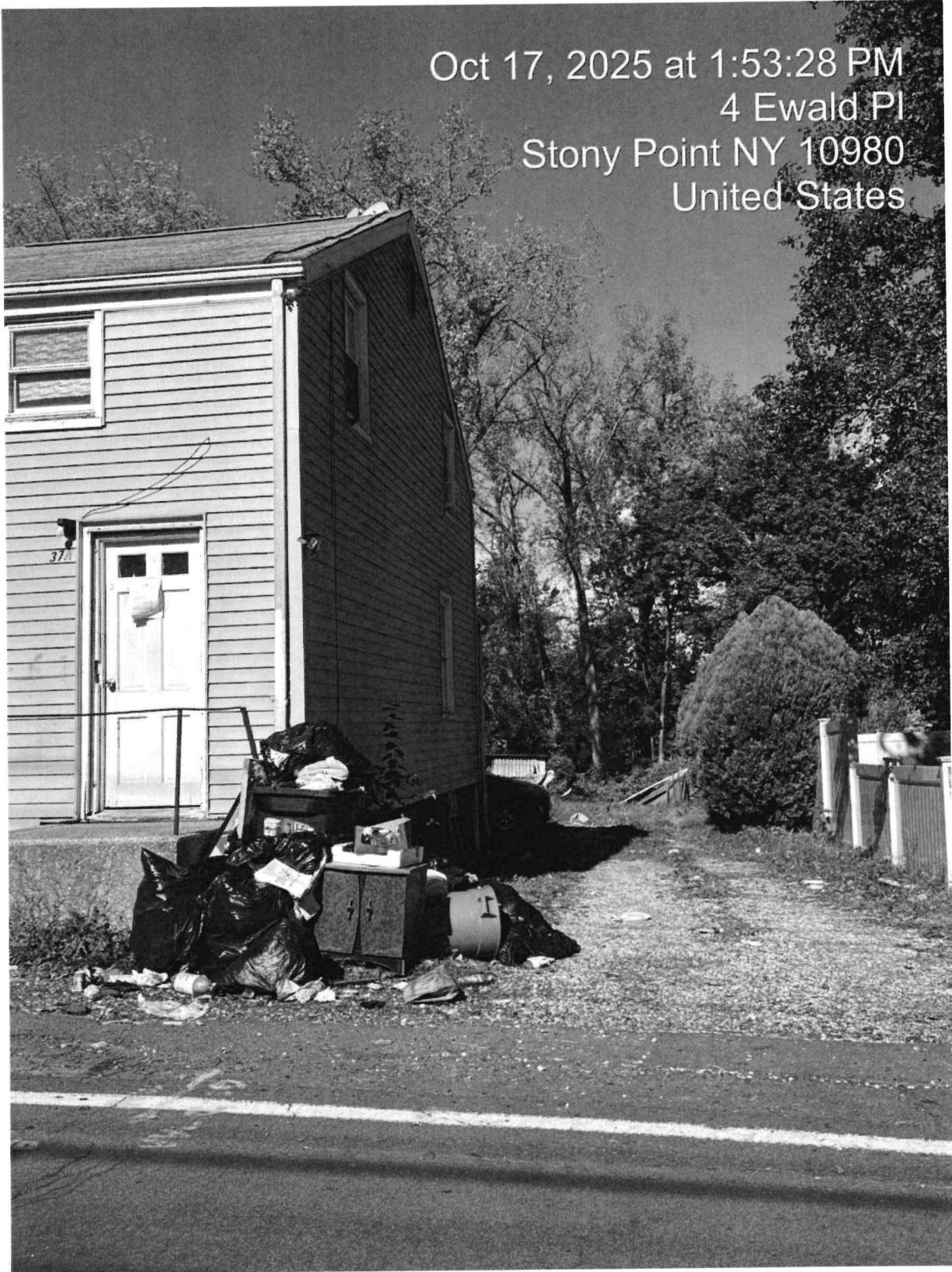
**PLEASE TAKE FURTHER NOTICE** that all costs incurred by the Town, including but not limited to costs of corrective action, attorney's fees and administrative costs, if not paid within thirty (30) days of notification, shall be a lien on the premises and shall be assessed against such premises and shall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

Issued on: 12-12-2025

Inspector: 

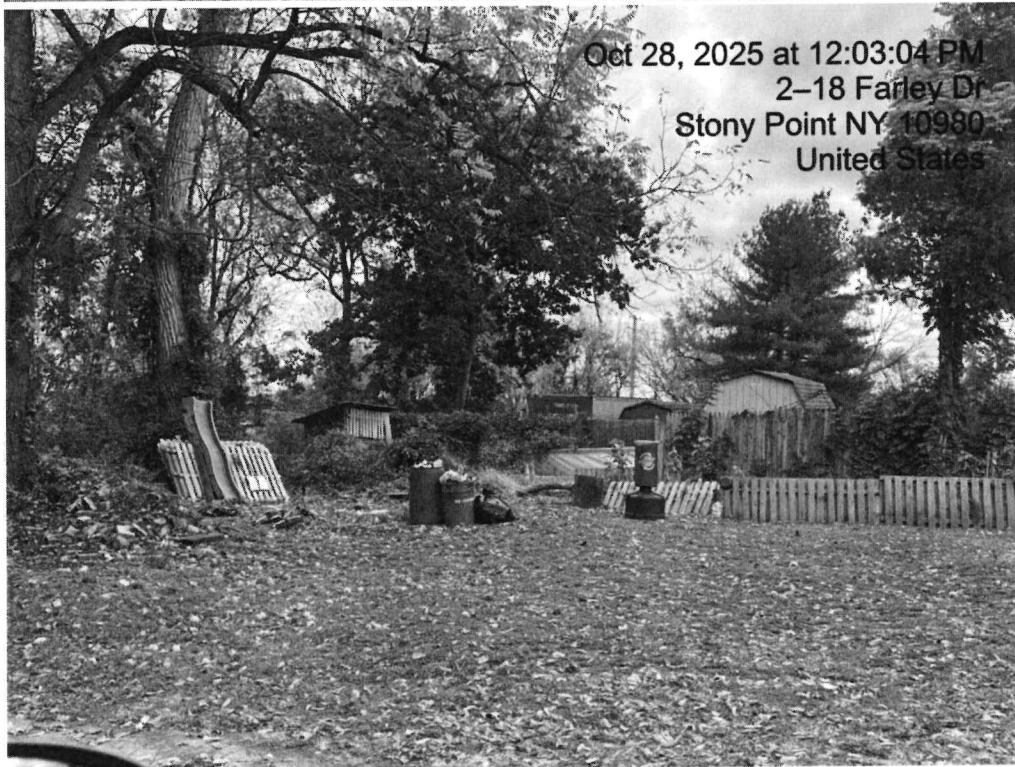
Matt Trzpis  
Code Enforcement Officer

Oct 17, 2025 at 1:53:28 PM  
4 Ewald Pl  
Stony Point NY 10980  
United States

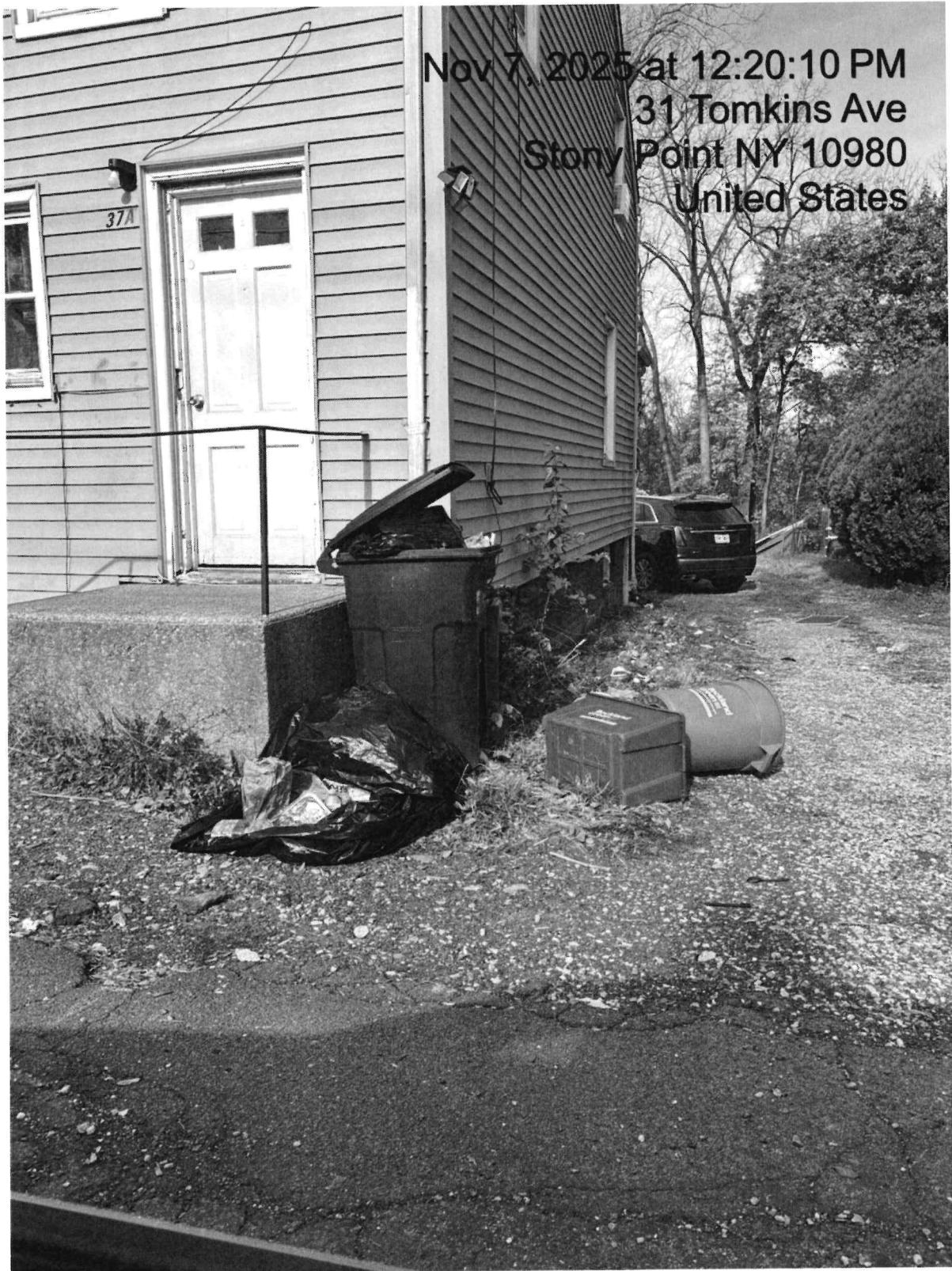




Oct 21, 2025 at 9:51:32 AM  
37 Tomkins Ave  
Stony Point NY 10980  
United States



Oct 28, 2025 at 12:03:04 PM  
2-18 Farley Dr  
Stony Point NY 10980  
United States



Nov 7, 2025 at 12:20:10 PM  
31 Tomkins Ave  
Stony Point NY 10980  
United States

#15

# Renew Agreement with Community Pass- Recreation Department

**Megan Carey**

---

4/6

**From:** Veronica Granone  
**Sent:** Monday, January 12, 2026 11:31 AM  
**To:** Megan Carey  
**Cc:** Amy Stamm; Catherine Murray  
**Subject:** Vacation approval needed

Good morning,

Amy has a balance of unused vacation time as of 12/31/2025. Total payout would be \$8,072.70.

Please include on the board agenda.

Thanks,

Veronica Granone  
Town of Stony Point  
Tel. 845-786-2716 x128

#17

PETITION FOR EXTENSION OF  
SEWER DISTRICT # 1 IN THE TOWN OF STONY POINT  
COUNTY OF ROCKLAND, STATE OF NEW YORK

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

The undersigned, being the owner of taxable real property known as Map 2007, Block 3, Lot 72 situate in the proposed extension of Stony Point Sewer District # 1, hereinafter more fully described, and owning in the aggregate more than 51% of the assessed valuation of all taxable real property of said proposed extension of Sewer District # 1, as shown on the latest completed Assessment Roll, there being no resident owners in said proposed extension of said Sewer District # 1.

NOW HEREBY PETITIONS your Honorable Board to extend a sewer district known as Stony Point Sewer District # 1, to include the property hereinafter described, which is located in the Town of Stony Point, County of Rockland and State of New York, which said property is outside of any incorporated village, and is wholly within said Town of Stony Point, and to provide for the installation therein of a sewer system, and the furnishing of sewer services.

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

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

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

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

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

proposed extension of Stony Point Sewer District # 1, according to the latest Assessment Roll, to wit: the Assessment Roll for the Year 2026.

Dated: Stony Point, New York

January 12, 2026

BY: Justin Steinberg Justin Steinberg

PETITIONER'S NAME Justin Steinberg

PETITIONER'S ADDRESS 523 Main St Piermont NY 10581

PETITIONER'S PHONE NO. 845 449 0374

STATE OF NEW YORK )  
SS:  
COUNTY OF ROCKLAND )

On the 12<sup>th</sup> day of January, 2026 before me personally came Justin Steinberg, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he/she executed the same for himself/herself and as Agent for Ronstein Construction.

MEGAN CAREY  
Notary Public, State of New York  
No. 01CA6104289  
Qualified in Rockland County  
Commission Expires Jan. 20, 2028

Megan Carey  
NOTARY PUBLIC

#### INSTRUCTIONS TO APPLICANT

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



**RockWeb Systems Inc.**  
37 Easton Street, Stony Point, NY 10980  
(845) 877-7333 | [rocklandweb.com](http://rocklandweb.com)

#18  
**Rockland  
News**

Dear Town of Stony Point Representatives,

We've have upgraded our company's 18-year business model (established 2007), in anticipation of our upcoming 20th anniversary (Nov. 2027). This reflects a company-wide initiative to ensure that RockWeb Systems Inc., our team, and each of our divisions ([Rockland Web](#) | [Rockland News](#) | [Rockland Events](#) | [Rockland Shopping](#)) can continue to provide best value to its loyal clients.

As the Town of Stony Point's web service is a central part of our standards for quality hosting of high-priority websites, the significant increase in hosting pricing that we have applied across the board for our other clients, will be deeply discounted to the Town of Stony Point.

#### **NEW SERVICE & MAINTENANCE PLAN FEATURES 2026: TIER 2**

1. Our new customer support system launched on Jan 2, 2025. This ensures more rapid response time for all support requests.
2. Hosted clients of RocklandWeb.com now receive *weekly data backups*, plugin and security updates.
3. Customers will now get a combined monthly or quarterly billing **FIXED PRICE** subscription (domains, hosting, security, more)
4. Included in all plans: Monthly, scheduled FREE 15-minute check-in meetings and stats reporting. (Google/Social/Ads)

The cost for this will now typically be \$499/month. However, I've chosen to offer this at \$549 per quarter in total. That's approximately a \$66 per month increase in price per month (originally \$384), but an \$1100 reduction from what the standard offer to clients would be.

I should note that the reason for the Stony Point website being Tier 2 is simply this: It's huge. The amount of data that is retained in that website is considerable, given that it was first created by us almost 15 years ago. It's gone through 2 upgrades.

This brings me to my next point. We are nearing another upgrade cycle. At the moment, all is well, the site is secure, and it functions quite nicely, both on mobile and desktop devices. However, newer technologies are now emerging that will require *at some point* for us to do a complete site audit, and make some recommendations for upgrading the system. One major upgrade that I recommend is for department heads to be able to individually manage their department pages. The site already has the architecture to do so, but certainly needs a few updates to accomplish this in full at some point.

In conclusion, I wish to thank each of you for reading this letter. We, the team at RockWeb Systems Inc., remain as committed as we have been throughout our 18-year history (2007-2025) to ensure that you - our loyal clients - are given exemplary service , and continue to help you achieve your goals.

A handwritten signature in black ink, appearing to read "Tom Ossa".

~ Tom Ossa, CEO  
**RockWeb Systems Inc.**  
[Rockland Web](#) | [Rockland News](#)  
(845) 877-7333 ext. 701

Initials: \_\_\_\_\_

## CUSTOM PROJECT, TASK & ASSIGNMENT PRICING 2026

### Web Development (Programming & Coding | SEO | Custom Apps)

- Tier 1: \$179/hr
- **Tier 2: \$149/hr**
- Tier 3: \$129/hr

*Billing for all tasks and assignments is minimum 20-minute increments.*

### Creative Services (Video | Graphics | Writing)

- Tier 1: \$159/hr
- **Tier 2: \$129/hr**
- Tier 3: \$99/hr

*Billing for all tasks and assignments is minimum 30-minute increments.*

### Web Hosting & Maintenance (Network Administration | Domain & Email Management | TV)

- Private Server (1 client): \$899/mo
- **VPS Server (max 25 clients): \$499/mo | \$549/qtr**
- Standard Server (100 clients) \$99/mo (Wordpress only)

*All plans include daily data backup, plugin and packet updates fully included in the web hosting & maintenance plan. Annual licenses are divided into 12 easy monthly payments. Quarterly or annual billing is available upon request.*

### New options: Streaming TV and Social Advertising:

- Tier 1: \$10K/mo
  - Paramount+
  - Disney+
  - HBO Max
- Tier 2: \$5k/mo
  - Roku
  - Pluto
- Tier 3: \$2.5K/mo
  - YouTube
  - Facebook
  - Instagram

*Monthly payment plans are automatically billed in advance to card on file. Quarterly, bi-annual and annual plans are eligible for payment via check. Volume pricing discounts are available.*

Initials: \_\_\_\_\_

**RockWeb Systems Inc.**  
37 Easton St  
Stony Point, NY 10980  
+18458777333  
helpdesk1@rocklandweb.com



## Estimate

### ADDRESS

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

**ESTIMATE #** 20250695

**DATE** 01/08/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
01/01/2026	Three months of hosting for StonyPointNY.gov: ----- + Akamai Web Hosting: Virtual Server, max 25 tenants + Data backup 3x/week + Weekly core website audit + SSL (security certificate) renewed quarterly	1	549.00	549.00
<b>Includes:</b>				
+ One (1) hour meeting per quarter Zoom service for any of the following: - Strategy meeting (via Zoom) - Content writing - Graphics, audio & video production (Level 1)				
<b>TOTAL</b>				<b>\$549.00</b>

Accepted By

Accepted Date

January 6, 2026

The Honorable Amy Stamm  
Supervisor  
and Members of the Town Board  
Town of Stony Point  
74 East Main Street  
Stony Point, New York 10980

Dear Supervisor Stamm and Members of the Board:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the Town of Stony Point ("Town").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

### **Audit scope and objectives**

We will audit the Town's statements of the governmental activities, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Town as of and for the years ended December 31, 2025 and 2026 and issue our report thereon as soon as reasonably possible after completion of our work. We will also audit the financial statements of the Justice Court on the basis prescribed by New York State for the years then ended December 31, 2025 and 2026.

Accounting standards generally accepted in the United States of America ("US GAAS") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with US GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis

- Schedule of Changes in Total OPEB Liability and Related Ratios
- Schedules of Contributions and Proportionate Share of the Net Pension Liability (Asset)

We have also been engaged to report on supplementary information other than the RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any

material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objective for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Town has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's/Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

## **Audit Procedures – Internal Control**

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

## **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Reporting**

We will issue a written report upon completion of our audit of the Town's financial statements and written reports required with audits performed in accordance with GAGAS (if applicable) and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Town's accounting policies and financial statements.

## **Other Services**

We will also prepare the financial statements of the Town in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements and Supplementary Information**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, RSI, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and

content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the financial statement preparation or other non-attest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Town is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Town's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Town or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Town and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Town seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Town is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is

your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

#### **Non-reliance on oral advice**

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

#### **Electronic and other communication**

During the course of the engagement, we may communicate with you or with Town personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or Town resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

#### **Access to working papers**

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

- (1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.
- (2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

## **Fees and billing**

The components of our fees for each of the next two years are detailed below:

	<u>2025</u>	<u>2026</u>
Basic fee (inclusive of travel expenses pertaining to audit) inclusive of the Audit Meetings and Justice Court audit	<u>\$ 37,500</u>	<u>\$ 39,000</u>

The Town generally does not spend in excess of \$1,000,000 in Federal assistance. However, in the event that the Town exceeds the limit, a Single Audit will be required pursuant to Uniform Guidance. We estimate our fees for the compliance audit will be \$4,000 per program.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	<u>100%</u>

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 2% each year in the subsequent years.

Level	2025
Sr. Partner/Partner	\$350-360
Director	\$300-310
Manager	\$270-280
Supervisor	\$245-255
Senior Accountant	\$220-230
Associate	\$175-185

## **Liability**

Any and all claims by the Town arising under this engagement must be commenced by the Town within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Town is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Town for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional

misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Town, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

### **Reimbursement**

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Town by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Town against the firm. This agreement will survive termination of this engagement.

### **Dispute resolution**

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Town or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided), except any claim by our firm seeking payment of our fees and disbursement, shall first be submitted in good faith for mediation administered by the American Arbitration Association ("AAA") under its Mediation Rules. Each party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the parties.

If the dispute is not resolved by mediation within 90 days of its submission to the mediator, then, and only then, the parties shall submit the dispute for arbitration administered by the American Arbitration Association under its Professional Accounting and Related Services Dispute Resolution Rules (the "Rules"). The arbitration will be conducted before a single arbitrator selected from the AAA's Panel of Accounting Professionals and Attorneys and shall take place in New York, New York.

Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each party. In his or her decision, the arbitrator will declare one party the prevailing party. The arbitrator shall have the power to award to the prevailing party reasonable legal fees associated with the arbitration and prior mediation. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing party's actual compensatory loss.

The award reached as a result of the arbitration will be binding on the parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. **YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.**

This engagement will be governed by the laws of the State of New York, without giving effect to any

provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

### **Corporate Transparency Act/Beneficial Ownership Reporting**

Assisting you with your future, potential compliance requirements with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. However, currently, CTA enforcement is suspended. The scope and implications of this suspension are subject to change as legal proceedings continue. Despite this development, businesses may still have compliance obligations once the legal status is clarified. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

### **Hosting services**

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

### **Employment of firm partner or professional employee**

The Town acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

### **Confirmation and other**

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or

containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

*PKF O'Connor Davies, LLP*  
PKF O'Connor Davies, LLP

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

**TOWN OF STONY POINT, NEW YORK**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

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## **REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL**

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### ***Firm's Responsibility***

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### ***Peer Reviewer's Responsibility***

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

### ***Required Selections and Considerations***

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

DAVIE KAPLAN, CPA, P.C.  
1000 First Federal Plaza • Rochester, New York 14614  
Tel: 585-454-4161 • Fax: 585-454-2573 • [www.daviekaplan.com](http://www.daviekaplan.com)

***Opinion***

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

*David Kaplan, CPA, P.C.*

DAVIE KAPLAN, CPA, P.C.

David Kaplan, CPA, P.C.  
Certified Public Accountants

#20

Please add to the next town board  
meeting agenda the appointment of  
Jackson Brooks (Assessor Office)  
starting hourly rate of \$15.50.