

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday March 12, 2024

The Town of Beekman Board met for a regular TOWN BOARD meeting on Tuesday March 12, 2024. The meeting was called to order by Councilman Lemak at 6:00PM. The following members were present: Councilman Capollari, Councilman Battaglini, Councilwoman Sharon Wohrman and Councilman Lemak.

Also present were the Town Clerk – Laureen Abbatantuono and Town Attorney Craig Wallace

Councilman Lemak led the Pledge of Allegiance and called for a moment of silence for all those who have served our Country and continue to serve and pointed out the emergency exits.

Councilman Lemak went over the evenings Agenda items

Public Comments on Agenda items: Louis A. Picani President of Teamsters Local 456, expressed his many concerns regarding **Resolution No. 6 Regarding Overtime, Call in Time and Compensatory Time for the Year 2024**. Leonard Jerram, 112 Beyer Drive, expressed his concerns for Resolution #2 and #5 regarding taxes and maintenance. Bill Crain 254 Gardner Hollow Road, also expressed concerns over Resolution #2 and #5 regarding trees that are being removed urges the Town Board to take another look into this project and suggested the Building Inspector issue a Stop Work order. Doug DeMasi 1214 Beekman Road, expressed concerns over Resolution #6 Policy Regarding Overtime, Call in Time and Compensatory Time for the Year 2024.

Resolutions were read by the Town Board

There were no written comments on Agenda items:

Public Comments: Dutchess County Legislator Faye Garito provided a report on legislation that is being passed for a reduction on real estate tax for all Fire District Volunteers throughout Dutchess County. Legislator Garito also expressed concern over the number of scams that have been reported and urges the public to take precaution. Leonard Jerram, 112 Beyer Drive provided comments on the February 27th Town Board meeting and the Highway Dept. Councilman Lemak responded to Mr. Jerram and explained that due to the power outage throughout the town that the Supervisor made the decision to end the meeting and not allow public

comments. **Bill Crain 254 Gardner Hollow Road** made a comment regarding the February 27th meeting being called before public comments. **Doug DeMasi 1214 Beekman Road**, provided comments on the Town Board and the Highway Department.

Other Town Board Business: Councilwoman Wohrman provided information on “Spring to Life” (see the attached), County Executive Sue Serino will be teaming up with the Wappinger’s School District and will hold a free event which will offer different career paths and will be held on Thursday April 18, 2024 at Roy C. Ketchum High School.

Councilman Lemak made a motion at 6:44PM to adjourn the Town Board meeting, seconded by Councilman Battaglini.

Respectfully Submitted by Town Clerk

Laureen Abbatantuono

13, March 2024

Laureen Abbatantuono

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
MARCH 12, 2024**

6:00 PM

- Meeting called to order
- Pledge of Allegiance
- Administrative Announcement--Fire Exits

TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions – (3 Minute limit)

RESOLUTIONS

1. Accept February 27, 2024 Minutes
2. Authorize Stormwater Control Maintenance Facility Agreement
3. Approve Town of Beekman Budget Adjustment #2024-2
4. Approve Renewal of Service Contract with Folkes Home Service
5. Accepting a Performance Bond with South Green Haven Solar I, LLC
6. Adopt Policy for Overtime, Call in Time and Comp Time
7. Authorize Sale of Obsolete Highway Equipment
8. Modify Funding Approved for the Egg Hunt
9. Payment of Claims

- Other Town Board Business
- General Board Comments
- General Public comments – (3 Minute limit)
- **Next Regular Town Board Meeting: Tuesday March 26, 2024 at 6:00 PM**

ADOURN

***AGENDA SUBJECT TO CHANGE**

RESOLUTIONS WERE NOT AVAILABLE AT TIME OF PUBLICATION

RESOLUTION NO. 03:12:24-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Lauren Abbatantuono has provided copies of the minutes of the February 27, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

WHEREAS, Town Board members have had the opportunity to review said minutes;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the February 27, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglino	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24-2

**RESOLUTION AUTHORIZING EXECUTION OF STORMWATER CONTROL FACILITY
MAINTENANCE AGREEMENT WITH SOUTH GREEN HAVEN SOLAR I, LLC**

WHEREAS, SOUTH GREEN HAVEN SOLAR 1, LLC, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 (“Permittee”), filed an application for approvals of a solar farm on a property owned by CAROLYN DICKSON REVOCABLE TRUST, dated October 6, 2020, with an address of 104 3rd Street Bradenton, Florida 34217 (“Landowner”), and

WHEREAS, on January 19, 2023, the Town of Beekman Planning Board (“Planning Board”) granted a certain water resource permit, special use permit, and preliminary and final site plan approval (“Approvals”) in connection with the operation of a certain solar facility (“Solar Facility”) proposed by the Permittee to be located at 97 S. Green Haven Road, Poughquag, County of Dutchess, New York (Tax Map Parcel Identification No. 6757-00-082660) which is located in the Town of Beekman, County of Dutchess, New York and is owned by the Landowner (“Property”); and

WHEREAS, the Town requires that the Permittee construct and maintain a certain proposed stormwater management facility to be located on the portion of the Property it leases, which is more accurately described in Exhibit A, in accordance with New York State Department of Environmental Conservation (“NYSDEC”) Stormwater Pollution Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-20-001, for the life of the Solar Facility; and

WHEREAS, the Parties desire to enter into an agreement to provide for the long-term maintenance and continuation of a stormwater management facility approved by the Town for the Solar Facility; and

WHEREAS, the Parties desire that the management facility be built in accordance with the Approvals and thereafter be maintained, cleaned, repaired, replaced and continued for the life of the Solar Facility in order to ensure optimum performance of such facility.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT and in accordance with the provisions of Chapter 128 of the Town of Beekman Code and hereby authorizes the Town Supervisor to execute same evidencing the Town’s acceptance of said Stormwater Agreement; and

BE IT FURTHER RESOLVED THAT upon execution of the Stormwater Agreement, the Town Clerk is directed to forward same for recording in the Dutchess County Clerk’s Office.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24-3
RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2024-2

WHEREAS, the Town of Beekman’s Accounting Office recommends certain budget revisions based on department requests and/or the Accounting Office review and analysis of expenditures or revenues

NOW, THEREFORE, BE IT RESOLVED that the following itemized revisions are approved by the Town of Beekman Town Board identified as Budget Revision Number #2024-2

Budget Revisions for February 2024 # 2024-2

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>General Fund</u>				
2024-02-01	A-1330-0460	Receiver Software	164	
	A-1330-0401	Receiver Office Supplies -Revise according to Agreement		164
2024-02-02	A-5010-0403	Highway Supt Dues	50	
	A-5010-0400	Highway Supt Expense -Adjust for Highway Dues		50
2024-02-03	A-7020-0460	Rec Software Support	350	
	A-7020-0401	Rec Office Supplies -Adjust per Agreement Amount		350
2024-02-04	A-8020-0400	Planning Board Expense	25	
	A-8020-0450	Planning Board Meetings -Adjust for NY Planning Board Dues		25
<u>Highway Fund</u>				
2024-02-05	DA-5130-0405	Machinery Repair	704	
	DA-5130-0402	Radio Contract -Transfer Excess per Contract		704
2024-02-06	DA-5130-0200	Machinery Equipment	10,691	
	DA-9010-0800	Retirement Expense -Transfer Funds for Loader Purchase		10,691

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24 -4
RE: APPROVE RENEWAL OF CONTRACT WITH FOLKES HOME SERVICE

WHEREAS, Folkes Home Service installed the new boiler in Town Hall and currently provides a Service Contract for the boiler; and

WHEREAS it is advantageous to extend this contract for four (4) years, getting the fourth year at no cost,

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the attached contract for the years 2024, 2025, 2026 and 2027 beginning in March of 2024 and ending in March of 2027 for an amount not to exceed 687.00.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24-5

**RE: RESOLUTION ACCEPTING A PERFORMANCE BOND FOR
SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC**

WHEREAS, South Green Haven Solar I, LLC, (hereinafter "Applicant") is the assignee of the original applicant Borrego Solar Systems, LLC, and Carolyn Dickson, as Trustee of the Carolyn Dickson Revocable Trust dated October 6, 2020, ("Owner") are co-applicants for site plan, special use permit and water resource permit approvals for the construction of a solar farm on a parcel of land totaling 29.19 acres that is designated as Tax Parcel 6757-00-082660 on the tax map of the Town of Beekman (the "Property"); and

WHEREAS, the Applicant and Owner have made a request, pursuant to §155-53. 1 of the Code of the Town of Beekman, to allow for limited tree clearing and grading on the Property, prior to the signing of the Final Site Plan, in order to have the trees cut within the allowable season to avoid impacts to Indiana Bats; and

WHEREAS, the Applicant/Owner delivered to the Town a Performance Bond ("undertaking") in the amount of \$252,655.00 as a construction completion guarantee of all land development activities related to the Property pursuant to §128-7(A) of the Town Code, which includes the contemplated tree clearing and grading called for in the conditional site plan approval dated January 19, 2023 of the Project by the Planning Board; and

WHEREAS, the terms of the undertaking authorize the Town of Beekman to draw against the aforementioned Performance Bond in the event the Applicant/Owner do not receive Final Approval and the project site is not restored in accordance with the terms of the undertaking; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the Performance Bond with attached Security Bond computation schedule, in the sum of \$252,655.00, as security for the faithful performance of the completion of the obligations set forth in the undertaking; and

BE IT FURTHER RESOLVED, that the Town Clerk is directed to file the aforementioned Performance Bond in her records, pending compliance with the terms of the undertaking.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24-6
**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN TO SET A
FURTHER POLICY REGARDING OVERTIME, CALL IN TIME AND COMPENSATORY
TIME FOR THE YEAR 2024**

WHEREAS, the Town Board of the Town of Beekman (the "Board") adopted Resolution No. 01:3:24-34, on January 3, 2024, directing all Department Heads for 2024 to obtain approval from the Town Supervisor for all overtime and compensatory time for both CSEA and non-union employees; and that all employees must clock in and out on the Town official Paychex time clocks; and

WHEREAS, under the New York State Constitution, the Board may not authorize the gratuitous dispersal of public funds; and

WHEREAS, since the adoption of Resolution No. 01:3:24-34, the Board has become aware that time records submitted by or on behalf of certain employees indicating that such employees worked sufficient hours to be entitled to overtime, call in time or compensatory time, but which time records were not corroborated by contemporaneously created time clock "punch" entries on the Town's official time clock; and

WHEREAS, numerous discrepancies and variations between the time clock "punch" entries and the time sheets submitted by and on behalf of certain employees raise serious concerns that the hours claimed in such time sheets may be erroneous or fraudulent; and

WHEREAS, paying wages for hours not worked, or affording compensatory time for such fictitious hours, would constitute a gratuitous dispersal of public funds in violation of the New York State constitution; and

WHEREAS, the Board is entrusted with the general management and control of the Town's finances and possesses absolute authority over, and responsibility for, the Town's budget and for ensuring that all expenditures thereunder are appropriate, legitimate, lawful, and constitutional; and

WHEREAS, the Board has determined that additional safeguards, beyond those adopted in Resolution No. 01:3:24-34, are reasonable and necessary to guard against the risks revealed by the numerous variations and discrepancies between time clock "punch" entries and the time sheets submitted by and on behalf of certain employees; and

WHEREAS, the adoption of the additional safeguards provided for herein is a necessary and proper exercise of the Board's authority over the general management and control of the Town's finances and the Board's absolute authority over the Town's budget;

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that the Board does hereby direct all Department Heads for 2024 to provide to the Town Supervisor a written report whenever a Town employee incurs an entitlement to either overtime, call in time, or compensatory time (the "Report").

BE IT FURTHER RESOLVED, that each Report shall provide sufficient detail for the Town Supervisor and the Board to assess whether the payment of such overtime, call in time, or the crediting of such compensatory time, is an appropriate, legitimate, lawful, and constitutional expenditure.

BE IT FURTHER RESOLVED, that each Report shall state, at a minimum: whether the hours worked, upon which overtime or compensatory time is based, were approved in advance by the Department Head; the date and time of such approval; the manner in which such approval was given; a copy of such approval, if given in tangible format, or, if given verbally, a description of the factual circumstances of such approval; and the reason and purpose for the work the employee was directed to perform during such hours;

BE IT FURTHER RESOLVED, that each such Report shall be accompanied by the contemporaneously created time clock "punch" entries, provided by the Finance Department/Payroll, demonstrating the date and time of the hours worked upon which overtime, call in time or compensatory time is based, or, if such entries are not provided, a signed statement by the Department Head, certified under penalty of perjury as true and accurate, stating the date and time such hours were worked;

BE IT FURTHER RESOLVED, that the Finance Department/Payroll is authorized to provide Department Heads with such punch records for purposes of submitting Reports required under this resolution;

BE IT FURTHER RESOLVED, that each such Report shall be provided to the Town Supervisor by the Department Head contemporaneously to, and along with, any payroll report or record which the Department Head submits reflecting that an employee is entitled to the payment of overtime, call in time, or the crediting of compensatory time.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

BY ORDER OF THE TOWN BOARD OF THE TOWN OF BEEKMAN, NEW YORK

RESOLUTION NO. 03:12:24 -7
RE: AUTHORIZE SALE OF OBSOLETE HIGHWAY EQUIPMENT AT AUCTION

WHEREAS, the Highway Department has recently purchased replacement equipment for the following listed items, and

WHEREAS, the old equipment is no longer of use to the department and can be sold; and

WHEREAS, the Town Board is desirous in disposing of the following is equipment;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes Tony Coviello, Highway Superintendent, to place these items for sale at auction.

One (1) 1986 Ford 4610 Roadside Mower
 ID#/VIN: ID#BC11814

One (1) 2006 Bobcat Skid steer
 VIN# #530711608.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24 -8
RE: MODIFY FUNDING APPROVED FOR EGG HUNT

WHEREAS, by Resolution No. 02:27:24-6 funds were approved for the 2024 Annual Egg Hunt; and

WHEREAS, the amount for "Just for Fun" for 3 games, delivery, setup and damage waiver fee was incorrectly stated as \$225 and needs to be amended to read an amount not to exceed \$339.50;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor to enter into an agreement with:

- 1) "Just For Fun" for 3 games , delivery, setup and damage waiver fee for an amount not to exceed \$339.50; and
- 2) "Two by Two Animal Haven, Inc." for an amount not to exceed \$500.

Introduced: COUNCILMAN CAPOLLARI

Seconded COUNCILWOMAN WORHMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

RESOLUTION NO. 03:12:24-9
RE: PAYMENT OF CLAIMS

WHEREAS, the Bookkeeper has audited and approved claims pursuant to Sect. 119 of Town Law as set forth in the attached abstracts; be it

RESOLVED, that the payment, therefore, is hereby authorized as follows:

Claims to be paid from the A-General Fund	\$ 2,622,334.20
Claims to be paid from the DA-Highway Fund	\$ 20,173.43
Claims to be paid from the SS – Dover Ridge Sewer	\$ 5,082.09
Claims to be paid from the SW – Dover Ridge Water	\$ 2,651.21
Claims to be paid from the T-Trust & Agency Fund	\$ 2,063.00
Claims to be paid from the H-Capital Fund	<u>\$ 28.00</u>
	<u><u>\$ 2,652,331.93</u></u>

02/29/2024 Payroll #05

General Fund	\$ 33,914.03
Highway Fund	<u>\$ 25,674.20</u>
	<u><u>\$ 59,588.23</u></u>

(2024 Tax Warrant Payments) \$ 2,557,952.64)

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglino	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: March 12, 2024

SECURITY BOND COMPUTATION

97 S Green Haven Solar Project

TOWN OF BEEKMAN

7/14/23

ITEM	ORIGINAL QUANTITY	UNIT	UNIT PRICE TOWN CODE ITEMS	(ADJUSTED) VALUE TOWN CODE ITEMS
SURFACE AND				
STABILIZATION GRADING	4.50	Acre	\$ 10,000	\$ 45,000
TOPSOIL (ROAD/EQUIPMENT PADS)	0.8	Acre	\$ 20,000	\$ 16,000
SILT FENCE	4,000	L.F.	\$ 2.50	\$ 10,000
HYDROSEEDING	4.5	Acre	\$ 3,000	\$ 13,500
CONSTRUCTION				
ENTRANCE	1	EA	\$ 1,500	\$ 1,500
POND/RAIN GARDEN	3	E.A	\$ 10,000	\$ 15,000
RIP-RAP STONE	1600	S.F.	\$ 10.00	\$ 16,000
STORMWATER PIPING	60	L.F	\$ 20.00	\$ 1,200
STORM PIPE OUTLET PROTECTION	3	E.A	\$ 500	\$ 1500
SITE WORK SUB-TOTAL				\$ 119,700
LANDSCAPING	1	L.S.	\$ 100,000	\$ 100,000
SUBTOTAL				\$ 219,700
15% CONTINGENCY				\$ 32,955
TOTAL				\$ 252,655

NOTE: Site work sub-total of \$119,700 was used to calculate the 4% site inspection fee of \$5,506.20

PERFORMANCE BOND AGREEMENT

SOUTH GREEN HAVEN SOLAR 1, LLC, a limited liability company with a principal office at 560 Davis Street, Suite 250 San Francisco, CA 94111 ("Principal"), and **PENNSYLVANIA INSURANCE COMPANY**, ("Surety"), are held and firmly bound unto the **TOWN OF BEEKMAN**, a New York Municipal Corporation, with an address of 4 Main Street, Poughquag, New York 12570 ("Obligee"), for the full and just sum of TWO HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED FIFTY-FIVE (\$252,655.00) DOLLARS pursuant to the provisions set forth herein below, the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on January 19, 2023, the Town of Beekman Planning Board ("Planning Board") granted a certain water resource permit, special use permit, and conditional final site plan approval ("Approvals") for the solar facility proposed by the Principal ("Solar Facility") to be located at 97 S. Green Haven Road, Poughquag, County of Dutchess, New York (Tax Map Parcel Identification No. 6757-00-082660) ("Property"), which is more accurately described in **Exhibit A**; and

WHEREAS, the development and installation of certain stormwater control measures and landscaping requirements for the Solar Facility on the Property are set forth in the Approvals and the site plans approved therein, which Site Plans are attached hereto as **Exhibit B**, and subject to a condition of the submission of a Performance Bond Agreement pursuant to the Approvals and Section 128-7(A), 155-59(L), and 155-60(m) of the Code of the Town of Beekman ("Town Code"); and

WHEREAS, the Obligee has agreed to accept a bond for a period of one year, which shall be renewed annually pursuant to the provisions below, guaranteeing the obligations as stated in the Approvals; and

WHEREAS, the Surety has pledged surety and a bond in the principal amount of TWO HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED FIFTY-FIVE (\$252,655.00) DOLLARS ("Penal Sum"), of which \$119,700.00 is allocated for stormwater control measures, \$100,000.00 is allocated for landscaping, including a 15% contingency of \$32,955.00, for the actions of the Principal related to the development, construction, installation, and completion of the stormwater control and landscaping measures tied to the Solar Facility as required by the Town and in accordance with the Approvals; and

WHEREAS, the Surety and Principal agree that the covenants contained herein shall (i) run with the land and (ii) jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Town, jointly and severally, for the completion, construction and installation of the stormwater control measures and landscaping required by the Approvals.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation for installation and

completion of the stormwater control and landscaping measures required by the Approvals at the time and in the manner specified during the term of this bond ("Bond"), or during the term of any renewal period of this bond, and shall reimburse said Obligees for any loss which said Obligees may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void otherwise to remain in full force and effect:

1. This Bond is for the term beginning February 14, 2024 and expiring February 14, 2025. The Bond will automatically renew for a one-year period upon the expiration date set forth above and upon each anniversary of such date, unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date the Surety provides written notice to both the Obligees and Principal of its intention not to renew this bond. Failure of the Surety to renew this Bond, or failure of the Principal to replace the Bond in the event of non-renewal or termination, no less than thirty (30) days prior to its termination or non-renewal, shall constitute a default for which a claim may be made against this Bond.

2. In the event of default by the Principal, the Town Board, on behalf of the Obligees, shall deliver to Surety by certified mail, a written statement of the facts of such default, within sixty (60) days of the occurrence. In the event of default, the Surety shall, at the option and direction of the Obligees, promptly and at the Surety's expense take one of the following actions:

- (a) Arrange for the Principal, with consent of the Obligees, to perform and complete the construction and installation of the stormwater control measures and landscaping required by the Approvals;
- (b) Undertake to perform and complete the construction and installation of the stormwater control measures and landscaping required by the Approvals; or
- (c) Make payment to the Town in the amount to be incurred by the Obligees to complete the construction and installation of the stormwater control measures and landscaping required by the Approvals, and the amount of this Bond shall be credited for any payments made in good faith by the Surety, provided that the Surety's obligations under this Section 2 shall not exceed the Penal Sum in the aggregate, nor the portion dedicated to stormwater of \$119,700.00 or to landscaping of \$100,000.00, plus the 15% contingency of \$32,955.00, respectively.

3. If the Surety does not proceed as provided for above with reasonable promptness, but in all events within thirty (30) days of receipt of written notice from the Town Board, on behalf of the Obligees, pursuant to Section 2, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the Town Board, on behalf of the Obligees, to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligees shall be entitled to seek any remedy available to it.

4. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrator or successors of the Obligees.

5. The aggregate liability of the Surety is limited to the Penal Sum on the Bond stated herein, regardless of the number or amount of claims brought against this bond and regardless of the number of years this Bond remains in force.

6. If any conflict or inconsistency exists between the obligations or undertakings as described in this Bond and as described in the Approvals, then the terms of the Approvals shall prevail.

7. The Obligee's acceptance of this Bond and reliance upon it as security constitutes its acknowledgement and agreement as to the explicit terms stated herein under which it is offered and issued by the Surety.

8. The Surety will give prompt notice to the Principal and to the Obligee of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations of regulatory requirements, which could result in suspension or revocation of the Surety's license to do business, which will be deemed a Surety failure. In the event the Surety becomes unable to fulfill its obligation under the Bond for any reason, or in the event the Principal fails to pay the premium and the Surety has deemed such payment delinquent, notice shall be given immediately to the Principal and to the Obligee.

9. Upon compliance with the terms and provisions of this Bond and the execution of a written Release of Performance Bond by the Obligee, this Bond shall become null and void.

10. The Principal acknowledges that if any default remains in the performance of the obligations created in this Bond, the Obligee, and its Building Department, may consider all options available, including but not limited to, revocation of building permits until such defaults are cured.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of February, 2024.

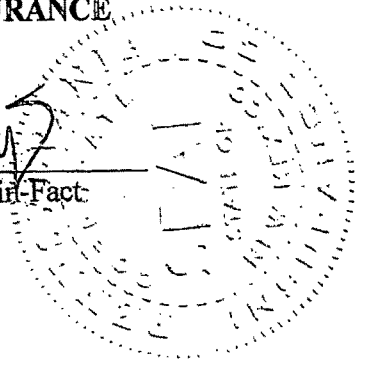
SOUTH GREEN HAVEN SOLAR 1, LLC

By: _____

**PENNSYLVANIA INSURANCE
COMPANY**

By: Megan Sivley

Megan Sivley, Attorney-in-Fact



California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. ALLHOU01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Carlos Albelo, Megan Sivley, Melissa Haddick, Orlando Aguirre, Sandra Parker, Stacy Killebrew, Tanis Mattson

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

“Unlimited“

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

“RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.”

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company

By Jeffrey A. Silver Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

Linda S. Davis
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of February, 2024

Jeffrey A. Silver
Jeffrey A. Silver, Secretary

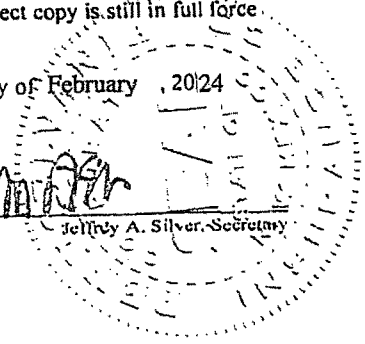


EXHIBIT A
Legal Description

RECORD PROPERTY DESCRIPTION:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS AND STATE OF NEW YORK, BEING LOT NO. 2 AS SHOWN ON A FILED MAP ENTITLED, "MAP OF SUBDIVISION FOR JEAN AND MARTHA ALLIE" SAID FILED MAP FILED IN THE DUTCHESS COUNTY CLERK'S OFFICE ON FEBRUARY 1, 1991 AS MAP NO. 9184; SAID LOT BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER, A POINT MARKED BY AN IRON PIPE FOUND AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY CAROLYN J. ALEXIS, TAX PARCEL 6757-00-043585, WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD, (COUNTY ROUTE 8);

THENCE RUNNING ALONG THE EASTERLY RIGHT OF WAY OF AFORESAID ROAD THE NEXT THREE (3) COURSES:

NORTH 14° 53' 45" WEST, 160.19 FEET TO A POINT; THENCE -NORTH

21° 45' 33" WEST, 255.69 FEET TO A POINT; THENCE -NORTH

26° 22' 48" WEST, 58.57 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF

LANDS NOW OR FORMERLY OWNED BY DITRON INC., TAX PARCEL 6757-00-016686;

THENCE -RUNNING

ALONG THE SOUTHERLY AND EASTERLY LINES OF AFORESAID PROPERTY THE NEXT EIGHT (8) COURSES:

NORTH 56° 11' 07" EAST, 132.46 FEET TO A POINT; THENCE -NORTH

50° 54' 47" EAST, 199.50 FEET TO A POINT; THENCE -NORTH

14° 30' 28" WEST, 19.24 FEET TO A POINT; THENCE -NORTH

75° 29' 32" EAST, 35.00 FEET TO AN IRON ROD FOUND FOR CORNER; THENCE -NORTH

14° 30' 28" WEST, 30.00 FEET TO A POINT; THENCE -NORTH

75° 29' 32" EAST, 185.00 FEET TO A POINT; THENCE -NORTH

14° 30' 28" WEST, 355.52 FEET TO A POINT; THENCE -NORTH

36° 30' 03" WEST, 400.00 FEET TO THE NORTHEAST CORNER OF AFORESAID

PROPERTY WITH THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OWNED BY

MAURICE L. CONDON, INC., TAX PARCEL 6657-00-991742; THENCE -NORTH

53° 29' 50" EAST, 261.07 FEET TO THE SOUTHEASTERLY CORNER OF THE

AFORESAID PROPERTY AND THE WESTERLY PROPERTY LINE OF LANDS NOW OR

FORMERLY OWNED BY LYLA 22, LLC; THENCE -RUNNING

ALONG FENCE LINE REMNANTS ON THE WESTERLY LINE OF AFORESAID

PROPERTY THE NEXT TWELVE (12) COURSES:

SOUTH 53° 46' 48" EAST, 196.40 FEET TO A POINT; THENCE -NORTH

61° 35' 26" EAST, 188.51 FEET TO A POINT; THENCE -SOUTH

33° 46' 48" EAST, 62.96 FEET TO A POINT; THENCE -SOUTH

32° 55' 24" EAST, 79.02 FEET TO A POINT; THENCE -SOUTH

31° 35' 08" EAST, 105.84 FEET TO A POINT; THENCE -SOUTH

31° 15' 30" EAST, 105.63 FEET TO A POINT; THENCE -SOUTH

28° 20' 37" EAST, 91.14 FEET TO A POINT; THENCE -SOUTH

32° 47' 46" EAST, 178.56 FEET TO A POINT; THENCE -SOUTH

33° 11' 23" EAST, 163.52 FEET TO A POINT; THENCE -SOUTH

29° 27' 18" EAST, 223.08 FEET TO A POINT; THENCE -SOUTH

33° 10' 09" EAST, 190.27 FEET TO A POINT; THENCE -SOUTH
30° 00' 30" EAST, 262.96 FEET TO THE SOUTHEASTERLY CORNER OF DESCRIBED
PARCEL WITH THE NORTHERLY LINE OF PROPERTY NOW OR FORMERLY OWNED BY
WALTER S. & JENETTE B. KLEIN, TAX PARCEL 6757-00-198491; THENCE -RUNNING
ALONG AFORESAID PROPERTY THE NEXT FOUR (4) COURSES;
SOUTH 67° 54' 31" WEST, 318.33 FEET TO A POINT; THENCE -SOUTH
68° 09' 41" WEST, 210.800 FEET TO A POINT; THENCE -SOUTH
67° 40' 01" WEST, 333.40 FEET TO A POINT; THENCE -SOUTH
67° 29' 01" WEST, 38.41 FEET TO THE NORTHERLY LINE OF PROPERTY NOW OR
FORMERLY OWNED BY MARTA B. MENA, TAX PARCEL 6757-00-059570; THENCE -SOUTH
68° 48' 30" WEST, 147.64 FEET TO AN IRON ROD FOUND AT THE SOUTHEASTERLY
CORNER OF PROPERTY NOW OR FORMERLY OWNED BY CAROLYN J. ALEXIS, TAX
PARCEL 6757-00-043585; THENCE - ALONG AFORESAID PROPERTY THE NEXT TWO (2)
COURSES;
NORTH 32° 24' 49" WEST, 220.153 FEET TO A POINT; THENCE -SOUTH
64° 35' 52" WEST, 203.159 FEET TO THE POINT AND PLACE OF BEGINNING.

STORMWATER CONTROL FACILITY MAINTENANCE
AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2024, is made by **SOUTH GREEN HAVEN SOLAR 1, LLC**, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 (“Permittee”), **CARLOYN DICKSON**, with an address of 104 3rd Street Bradenton, Florida 34217 (“Landowner”), and the **TOWN OF BEEKMAN**, a municipal corporation with offices located at 4 Main Street in Poughquag, New York 12570 (“Town”) (together with the Permittee and Landowner, “Parties,” and each, individually, a “Party”).

WITNESSETH

WHEREAS, on January 19, 2023, the Town of Beekman Planning Board (“Planning Board”) granted a certain water resource permit, special use permit, and preliminary and final site plan approval (“Approvals”) in connection with the operation of a certain solar facility (“Solar Facility”) proposed by the Permittee to be located at 97 S. Green Haven Road, Poughquag, County of Dutchess, New York (Tax Map Parcel Identification No. 6757-00-082660) which is located in the Town of Beekman, County of Dutchess, New York and is owned by the Landowner (“Property”); and

WHEREAS, the Town requires that the Permittee construct and maintain a certain proposed stormwater management facility to be located on the portion of the Property it leases, which is more accurately described in **Exhibit A**, in accordance with New York State Department of Environmental Conservation (“NYSDEC”) Stormwater Pollution Discharge Elimination System (“SPDES”) General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-20-001, for the life of the Solar Facility; and

WHEREAS, the Parties desire to enter into an agreement to provide for the long-term maintenance and continuation of a stormwater management facility approved by the Town for the Solar Facility; and

WHEREAS, the Parties desire that the management facility be built in accordance with the Approvals and thereafter be maintained, cleaned, repaired, replaced and continued for the life of the Solar Facility in order to ensure optimum performance of such facility.

NOW, THEREFORE, for and in consideration of the foregoing recitals, mutual agreements, covenants, and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Permittee shall maintain, clean, repair, replace, and continue the stormwater management facility depicted in the Approvals, and Stormwater Facilities Map, attached hereto as **Exhibit B**, as necessary to ensure proper performance of such facility to design specifications for the term of its leasehold interest while the Solar Facility is in use, and until such time as the Solar Facility is fully decommissioned. The stormwater management facility may include, but is not limited to, two (2) rain gardens (P-1, P-3) and one (1) pond (P-2) as described in the latest revision of the New York State Stormwater Management Design Manual (“NYSSMDM”).
2. This Agreement is binding upon the Parties hereto, as well as their heirs, executors,

administrators, legatees, distributees, lessees, tenants, personal or legal representatives, and successors and assigns.

3. The Permittee shall construct, install and complete the required stormwater management facility in compliance with all requirements, standards and specifications of the Approvals and other applicable rules and regulations of the Town within two (2) years from the date of final site plan approval (the date of execution of the site plans). The Permittee represents and ensures that the following design documents contain all necessary information to construct, operate and maintain the two (2) rain gardens (P-1, P-3) and one (1) pond (P-2) for the lifetime of the facility, as required by the NYSDEC for compliance with the conditions of NYSDEC GP-0-20-001.
 - a. Plans approved by the Town Board/Planning Board on January 19, 2023 consisting of a cover sheet and drawings sheet C-1.0 to C-6.8 prepared by South Green Haven Solar 1, LLC.
 - b. Stormwater Pollution Prevention Plan ("SWPPP") dated November 2021, last revised May 2023, prepared by South Green Haven Solar 1, LLC.
 - c. Operations and Maintenance Manual prepared by South Green Haven Solar 1, LLC, attached hereto as **Exhibit C**. Any amendments to documents set forth in this paragraph as may be approved by the Town of Beekman.
4. The Permittee shall be responsible for all expenses related to the maintenance of the stormwater management facility.
5. The Permittee shall provide for the periodic inspection of the stormwater management system, not less than once every twelve (12) months, to determine the condition and integrity of the system. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Parties within thirty (30) days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the system. The Engineer's report shall be certified to both the Permittee and the Town.
6. The Permittee, to the extent of its interest, hereby grants to the Town, its authorized agents, contractors, and employees, an easement for the term of the leasehold to enter, at reasonable times, upon the area of the Property where the stormwater management system is present (as depicted in the Approvals, and Stormwater Facilities Map, attached hereto as **Exhibit B** and as more fully described in **Exhibit A**), with 72 hours advance notice provided to the Facility Owner, unless in an emergency where the Town is unable to provide such notice, to inspect the stormwater management system, but only where the Town deems it reasonably necessary to ensure that the stormwater management facility is maintained in proper working condition. Inspections may include, but are not limited to, reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater management practices. These services will be billed to the Permittee, and if the Permittee defaults on such payments, the Town may draw on the letter of credit, discussed in Paragraphs 10 and 11 below, to cover these costs. It is expressly understood and agreed that the Town is under no obligation to construct or routinely maintain or repair the stormwater management facility, and in no event shall this Agreement be construed to impose any such obligation on the Town.
7. The Permittee shall undertake necessary repairs and replacement of the stormwater management facility at the direction of the Town, in writing, or in accordance with the recommendations of the inspecting engineer, within thirty (30) days after receipt of such notice from the Town or report from the inspecting engineer.

8. The Permittee shall not authorize, undertake or permit alteration, abandonment, modification, or discontinuation of the stormwater management facility except upon decommissioning of the Solar Facility or otherwise in accordance with written approval of the Town.
9. Pursuant to Section 128-7(A) of the Code of the Town of Beekman, the Permittee shall provide to the Town, prior to construction, a security in the form of a Bond, letter of credit or, escrow account from an appropriate financial or surety institution ("Performance Guarantee"), as agreed to by the Parties, in the amount of \$252,655.00, to ensure the full and faithful completion of all land development activities related to compliance with all conditions set forth by the Town of Beekman in its approval of the SWPPP.
10. Pursuant to Section 128-7(B) of the Code of the Town of Beekman, the Permittee shall provide to the Town, within thirty (30) days of the date of this Agreement, a security for the maintenance and continuation of the stormwater management facility in the form of an original irrevocable letter of credit from an approved financial institution in the amount of \$20,000.00 ("Maintenance Guarantee") to ensure the proper operation and maintenance of all stormwater management and erosion control facilities, both during and after construction. The Maintenance Guarantee shall remain in effect for the duration of the lease or the end of the decommissioning of the Solar Facility, whichever is sooner.
11. If the Permittee fails to construct or maintain the stormwater management facility in accordance with this Agreement and/or the Approvals, or fails to undertake corrective action specified by the Town or by the inspecting engineer, and after at least thirty (30) days prior written notice from the Town, the Town shall have the right, but not the obligation, to enter upon the Property and take such steps as reasonably necessary for the preservation, continuation, or maintenance of the stormwater management facility and utilize the Maintenance Guarantee to cover the cost of this work. Only where the Maintenance Guarantee is insufficient to cover the cost of this work may the Town affix such expenses as a lien against the Property.
12. Upon termination of the leasehold interest by the Permittee, and upon the full decommissioning of the Solar Facility, whichever is later, this Agreement shall be deemed terminated, with no further force and effect.
13. The Permittee shall cause this Agreement, or a Memorandum thereof, to be recorded in the office of the County Clerk, County of Dutchess, and the Parties hereto agree to execute any and all documents necessary for such recording.
14. This agreement is effective upon execution by all Parties. This Agreement may be executed in multiple counterparts.
15. This agreement may not be altered except in writing, signed by all Parties.

[Signature pages to follow]

IN WITNESS WHEREOF, each of the parties below has herein set its/their hand and seal the day and year first above written.

SOUTH GREEN HAVEN SOLAR 1, LLC

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: **CAROLYN DICKSON**

Dated: _____

TOWN OF BEEKMAN

By: _____

Name: _____

Title: _____

Dated: _____

State of New York)
) ss.:
County of Dutchess)

On _____, 2024, before me, the undersigned, personally appeared _____, the _____ of **TOWN OF BEEKMAN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

Exhibit A

**RECORD PROPERTY DESCRIPTION:
(REVISED 11/11/2021)**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS AND STATE OF NEW YORK, BEING LOT NO. 2 AS SHOWN ON A FILED MAP ENTITLED, "MAP OF SUBDIVISION FOR JEAN AND MARTHA ALLIE" SAID FILED MAP FILED IN THE DUTCHESS COUNTY CLERK'S OFFICE ON FEBRUARY 1, 1991 AS MAP NO. 9184; SAID LOT BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER, A POINT MARKED BY AN IRON PIPE FOUND AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF OWNED BY CAROLYN J. ALEXIS, TAX PARCEL 6757-00-043585, WITH THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD, (COUNTY ROUTE 8); THENCE RUNNING ALONG THE EASTERLY RIGHT OF WAY OF AFORESAID ROAD THE NEXT THREE (3) COURSES:

NORTH 14 DEGREES 53 MINUTES 45 SECONDS WEST, 160.19 FEET TO A POINT; THENCE NORTH 21 DEGREES 45 MINUTES 33 SECONDS WEST, 255.69 FEET TO A POINT; THENCE NORTH 26 DEGREES 22 MINUTES 48 SECONDS WEST, 58.57 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY DITRON INC., TAX PARCEL 6757-00-016686; THENCE RUNNING ALONG THE SOUTHERLY AND EASTERLY LINES OF AFORESAID PROPERTY THE NEXT EIGHT (8) COURSES:

NORTH 56 DEGREES 11 MINUTES 07 SECONDS EAST, 132.46 FEET TO A POINT; THENCE NORTH 50 DEGREES 54 MINUTES 47 SECONDS EAST, 199.50 FEET TO A POINT; THENCE NORTH 14 DEGREES 30 MINUTES 28 SECONDS WEST, 19.24 FEET TO A POINT; THENCE NORTH 75 DEGREES 29 MINUTES 32 SECONDS EAST, 35.00 FEET TO AN IRON ROD FOUND FOR CORNER; THENCE

NORTH 14 DEGREES 30 MINUTES 28 SECONDS WEST, 30.00 FEET TO A POINT; THENCE NORTH 75 DEGREES 29 MINUTES 32 SECONDS EAST, 185.00 FEET TO A POINT; THENCE NORTH 14 DEGREES 30 MINUTES 28 SECONDS WEST, 355.52 FEET TO A POINT; THENCE NORTH 36 DEGREES 30 MINUTES 03 SECONDS WEST, 400.00 FEET TO THE NORTHEAST CORNER OF AFORESAID PROPERTY WITH THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OWNED BY MAURICE L. CONDON, INC., TAX PARCEL 6657-00-991742; THENCE NORTH 53 DEGREES 29 MINUTES 50 SECONDS EAST, 261.07 FEET TO THE SOUTHEASTERLY CORNER OF THE AFORESAID PROPERTY AND THE WESTERLY PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY LYLA 22, LLC; THENCE RUNNING ALONG FENCE LINE REMNANTS ON THE WESTERLY LINE OF AFORESAID PROPERTY THE NEXT TWELVE (12) COURSES;

SOUTH 53 DEGREES 46 MINUTES 48 SECONDS EAST, 196.40 FEET TO A POINT; THENCE NORTH 61 DEGREES 35 MINUTES 26 SECONDS EAST, 188.51 FEET TO A POINT; THENCE SOUTH 33 DEGREES 46 MINUTES 48 SECONDS EAST, 62.96 FEET TO A POINT; THENCE SOUTH 32 DEGREES 55 MINUTES 24 SECONDS EAST, 79.02 FEET TO A POINT; THENCE SOUTH 31 DEGREES 35 MINUTES 08 SECONDS EAST, 105.84 FEET TO A POINT; THENCE SOUTH 31 DEGREES 15 MINUTES 30 SECONDS EAST, 105.63 FEET TO A POINT; THENCE SOUTH 28 DEGREES 20 MINUTES 37 SECONDS EAST, 91.14 FEET TO A POINT; THENCE SOUTH 32 DEGREES 47 MINUTES 46 SECONDS EAST, 178.56 FEET TO A POINT; THENCE SOUTH 33 DEGREES 11 MINUTES 23 SECONDS EAST, 163.52 FEET TO A POINT; THENCE SOUTH 29 DEGREES 27 MINUTES 18 SECONDS EAST, 223.08 FEET TO A POINT; THENCE SOUTH 33 DEGREES 10 MINUTES 09 SECONDS EAST, 190.27 FEET TO A POINT; THENCE SOUTH 30 DEGREES 00 MINUTES 30 SECONDS EAST, 262.96 FEET TO THE SOUTHEASTERLY CORNER OF DESCRIBED PARCEL WITH THE NORTHERLY LINE OF PROPERTY NOW OR FORMERLY OWNED BY WALTER S. & JENETTE B. KLEIN, TAX

PARCEL 6757-00-198491; THENCE RUNNING ALONG AFORESAID PROPERTY THE NEXT FOUR (4) COURSES:

SOUTH 67 DEGREES 54 MINUTES 31 SECONDS WEST, 318.33 FEET TO A POINT; THENCE SOUTH 68 DEGREES 09 MINUTES 41 SECONDS WEST, 210.80 FEET TO A POINT; THENCE SOUTH 67 DEGREES 40 MINUTES 01 SECONDS WEST, 333.40 FEET TO A POINT; THENCE SOUTH 67 DEGREES 29 MINUTES 01 SECONDS WEST, 38.41 FEET TO THE NORTHERLY LINE OF PROPERTY NOW OR FORMERLY OWNED BY MARTA B. MENA, TAX PARCEL 6757-00-059570; THENCE SOUTH 68 DEGREES 48 MINUTES 30 SECONDS WEST, 147.64 FEET TO AN IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF PROPERTY NOW OR FORMERLY OWNED BY CAROLYN J. ALEXIS, TAX PARCEL 6757-00-043585; THENCE ALONG AFORESAID PROPERTY THE NEXT TWO (2) COURSES:

NORTH 32 DEGREES 24 MINUTES 49 SECONDS WEST, 220.153 FEET TO A POINT; THENCE

SOUTH 64 DEGREES 35 MINUTES 52 SECONDS WEST, 203.159 FEET TO THE POINT AND PLACE OF BEGINNING.

PROPOSED UTILITY / ACCESS EASEMENT DESCRIPTION
PORTION OF TAX PARCEL 6757-00-082660

DESCRIPTION OF A 1.308 ACRE PARCEL OF LAND LOCATED IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS, STATE OF NEW YORK IN ACCORDANCE WITH A PLAN ENTITLED UTILITY / ACCESS EASEMENT EXHIBIT DATED AUGUST 6, 2022.

SAID 1.308 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN IRON PIPE FOUND ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD, (COUNTY ROUTE 8) AND THE INTERSECTION OF THE LANDS NOW OR FORMERLY CAROLYN J. ALEXIS AS CONVEYED IN DOCUMENT 22011-2443 TO THE SOUTHEAST AND CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853 TO THE NORTHEAST; THENCE RUNNING ALONG THE AFORESAID AND THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD NORTH 14°53'45" WEST, A DISTANCE OF 160.19 FEET TO A POINT, THENCE; NORTH 21°45'33" WEST, A DISTANCE OF 54.36 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED UTILITY / ACCESS EASEMENT; THENCE CONTINUING ALONG THE AFORESAID ROAD RIGHT OF WAY, NORTH 21°45'33" WEST, A DISTANCE OF 131.58 FEET TO A POINT, THENCE; RUNNING THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES THROUGH THE LANDS OF CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853:

1. NORTH 68°14'27" EAST, A DISTANCE OF 15.04 FEET TO A POINT;
2. SOUTH 63°03'32" EAST, A DISTANCE OF 39.60 FEET TO A POINT;
3. SOUTH 14°21'31" EAST, A DISTANCE OF 57.72 FEET TO A POINT;
4. NORTH 77°01'10" EAST, A DISTANCE OF 36.12 FEET TO A POINT;
5. NORTH 69°02'28" EAST, A DISTANCE OF 31.57 FEET TO A POINT;
6. NORTH 53°36'28" EAST, A DISTANCE OF 34.59 FEET TO A POINT;
7. NORTH 66°52'59" EAST, A DISTANCE OF 50.15 FEET TO A POINT;
8. NORTH 73°38'23" EAST, A DISTANCE OF 153.28 FEET TO A POINT;
9. NORTH 59°56'43" EAST, A DISTANCE OF 97.95 FEET TO A POINT;
10. NORTH 63°38'46" EAST, A DISTANCE OF 117.88 FEET TO A POINT;
11. NORTH 32°43'41" EAST, A DISTANCE OF 54.02 FEET TO A POINT;
12. NORTH 01°04'12" EAST, A DISTANCE OF 57.21 FEET TO A POINT;
13. NORTH 18°48'01" EAST, A DISTANCE OF 63.95 FEET TO A POINT;
14. NORTH 33°04'59" EAST, A DISTANCE OF 37.17 FEET TO A POINT ALONG THE SOUTHERLY LINE OF LEASE AREA 1 AS SHOWN ON LEASE AREA 1 EXHIBIT DATED AUGUST 6, 2022; THENCE RUNNING ALONG THE AFORESAID LEASE AREA 1, SOUTH 62°19'54" EAST A DISTANCE OF 60.27 FEET TO A POINT; THENCE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES THROUGH THE LANDS OF CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853:

1. SOUTH 33°04'59" WEST, A DISTANCE OF 35.34 FEET TO A POINT;
2. SOUTH 18°48'01" WEST, A DISTANCE OF 47.07 FEET TO A POINT;
3. SOUTH 06°03'32" WEST, A DISTANCE OF 105.37 FEET TO A POINT;
4. SOUTH 50°56'29" EAST, A DISTANCE OF 95.25 FEET TO A POINT ALONG THE NORTHERLY LINE OF LEASE AREA 2 AS SHOWN ON LEASE AREA 2 EXHIBIT DATED AUGUST 6, 2022; THENCE RUNNING ALONG THE AFORESAID LEASE AREA 2, SOUTH 39°03'31" WEST, A DISTANCE OF 60.00 FEET TO A POINT; THENCE RUNNING THE FOLLOWING SIX (6) COURSES AND DISTANCES THROUGH THE LANDS OF CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853:

1. NORTH 50°56'37" WEST, A DISTANCE OF 82.01 FEET TO A POINT;
2. NORTH 83°38'56" WEST, A DISTANCE OF 43.23 FEET TO A POINT;
3. SOUTH 63°38'46" WEST, A DISTANCE OF 95.68 FEET TO A POINT;

4. SOUTH 59°56'43" WEST, A DISTANCE OF 177.17 FEET TO A POINT;
5. SOUTH 81°35'59" WEST, A DISTANCE OF 90.26 FEET TO A POINT;
6. SOUTH 73°24'52" WEST, A DISTANCE OF 178.45 FEET TO THE **POINT OF BEGINNING.**

CONTAINING: 56,996 SQUARE FEET OR 1.308 ACRE OF LAND, MORE OR LESS.

**PROPOSED DESCRIPTION OF LEASE AREA 1
PORTION OF TAX PARCEL 6757-00-082660**

DESCRIPTION OF A 9.951 ACRE PARCEL OF LAND LOCATED IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS, STATE OF NEW YORK IN ACCORDANCE WITH A PLAN ENTITLED LEASE AREA 1 EXHIBIT, DATED AUGUST 6, 2022.

SAID 9.951 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY A CAPPED REBAR SET ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD (COUNTY ROUTE 8) AND THE INTERSECTION OF THE LANDS NOW OR FORMERLY DITRON INC. AS CONVEYED IN LIBER BOOK 1894 AT PAGE 270 TO THE NORTHEAST AND CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853 TO THE SOUTHEAST; THENCE RUNNING THE FOLLOWING SEVEN (7) COURSES AND DISTANCES ALONG THE AFORESAID PROPERTY LINE:

1. NORTH 56°11'07" EAST, A DISTANCE OF 132.46 FEET TO A CAPPED REBAR SET.
2. NORTH 50°54'47" EAST, A DISTANCE OF 199.50 FEET TO A CAPPED REBAR SET.
3. NORTH 14°30'28" WEST, A DISTANCE OF 19.24 FEET TO A CAPPED REBAR SET.
4. NORTH 75°29'32" EAST, A DISTANCE OF 35.00 FEET TO AN IRON ROD FOUND FOR CORNER.

5. NORTH 14°30'28" WEST, A DISTANCE OF 30.00 FEET TO A CAPPED REBAR SET.
6. NORTH 75°29'32" EAST A DISTANCE OF 185.00 FEET TO A POINT 0.4 FEET SOUTHEASTERLY OF AN IRON ROD FOUND.

7. NORTH 14°30'28" WEST A DISTANCE OF 16.81 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LEASE PARCEL 1; THENCE CONTINUING ALONG THE AFORESAID PROPERTY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 14°30'28" WEST A DISTANCE OF 338.71 FEET TO A REBAR FOUND.
2. NORTH 36°30'03" WEST A DISTANCE OF 400.00 FEET TO A CAPPED REBAR SET AT THE INTERSECTION OF LANDS NOW OR FORMERLY DITRON INC. AS CONVEYED IN LIBER BOOK 1894 AT PAGE 270 TO THE WEST AND THE LANDS NOW OR FORMERLY MAURICE L. CONDON, INC. AS CONVEYED IN LIBER BOOK 1339 AT PAGE 887 TO THE NORTHEAST; THENCE RUNNING ALONG THE AFORESAID TO THE NORTH AND HEREIN DESCRIBED LEASE PARCEL 1 TO THE SOUTH:

NORTH 53°29'50" EAST A DISTANCE OF 261.07 FEET TO A POINT AT THE INTERSECTION OF THE AFORESAID LANDS TO THE NORTHWEST AND THE LANDS NOW OR FORMERLY Lyla 22, LLC AS CONVEYED IN DOCUMENT 22016-3475 TO THE EAST; THENCE RUNNING ALONG THE AFORESAID PROPERTY TO THE EAST AND CONTINUING INTO THE LANDS OF CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853:

SOUTH 53°46'48" EAST A DISTANCE OF 237.44 FEET TO A POINT; THENCE RUNNING THROUGH THE LANDS OF CAROLYN DICKSON, TRUSTEE THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 90°00'00" EAST, A DISTANCE OF 136.64 FEET TO A POINT;
 2. SOUTH 35°54'43" EAST, A DISTANCE OF 255.73 FEET TO A POINT;
 3. SOUTH 31°16'57" EAST, A DISTANCE OF 241.76 FEET TO A POINT;
 4. SOUTH 29°14'04" EAST, A DISTANCE OF 153.35 FEET TO A POINT;
 5. SOUTH 19°42'36" WEST, A DISTANCE OF 101.56 FEET TO A POINT;
 6. SOUTH 49°28'52" WEST, A DISTANCE OF 257.52 FEET TO A POINT;
 7. NORTH 40°31'08" WEST, A DISTANCE OF 48.47 FEET TO A POINT;
 8. SOUTH 49°28'52" WEST, A DISTANCE OF 47.99 FEET TO A POINT;
 9. NORTH 62°19'54" WEST, A DISTANCE OF 302.27 FEET TO THE POINT OF BEGINNING.
- CONTAINING: 433,453 SQUARE FEET OR 9.951 ACRES OF LAND, MORE OR LESS.

**PROPOSED DESCRIPTION OF LEASE AREA 2
PORTION OF TAX PARCEL 6757-00-082660**

DESCRIPTION OF A 5.938 ACRE PARCEL OF LAND LOCATED IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS, STATE OF NEW YORK IN ACCORDANCE WITH A PLAN ENTITLED LEASE AREA 2 EXHIBIT, DATED AUGUST 6, 2022.

SAID 5.938 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKED BY AN IRON PIPE FOUND ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD (COUNTY ROUTE 8) AND THE INTERSECTION OF THE LANDS NOW OR FORMERLY CAROLYN J. ALEXIS AS CONVEYED IN DOCUMENT 22011-2443 TO THE SOUTHEAST AND CAROLYN DICKSON, TRUSTEE AS CONVEYED IN DOCUMENT 22020-4853 TO THE NORTHEAST; THENCE RUNNING ALONG THE AFORESAID AND THE EASTERLY RIGHT OF WAY LINE OF SOUTH GREEN HAVEN ROAD NORTH 14°53'45" WEST A DISTANCE OF 160.19 FEET TO A POINT, THENCE; NORTH 21°45'33" WEST A DISTANCE OF 54.36 FEET TO THE SOUTHEASTERLY CORNER OF UTILITY ACCESS EASEMENT; THENCE RUNNING ALONG THE AFORESAID UTILITY ACCESS EASEMENT AND THE LANDS OF CAROLYN DICKSON, TRUSTEE, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1. NORTH 73°24'52" EAST, A DISTANCE OF 178.45 FEET TO A POINT;**
- 2. NORTH 81°35'59" EAST, A DISTANCE OF 90.26 FEET TO A POINT;**
- 3. NORTH 59°56'43" EAST, A DISTANCE OF 177.17 FEET TO A POINT;**
- 4. NORTH 63°38'46" EAST, A DISTANCE OF 95.68 FEET TO A POINT;**
- 5. SOUTH 83°38'56" EAST, A DISTANCE OF 43.23 FEET TO A POINT;**
- 6. SOUTH 50°56'37" EAST, A DISTANCE OF 82.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LEASE PARCEL 2; THENCE RUNNING THROUGH THE LANDS OF CAROLYN DICKSON, TRUSTEE THE FOLLOWING NINE (9) COURSES AND DISTANCES:**

- 1. NORTH 39°03'31" EAST, A DISTANCE OF 109.98 FEET TO A POINT;**
- 2. NORTH 43°34'13" EAST, A DISTANCE OF 338.67 FEET TO A POINT;**
- 3. NORTH 90°00'00" EAST, A DISTANCE OF 148.28 FEET TO A POINT;**
- 4. SOUTH 32°51'06" EAST, A DISTANCE OF 207.25 FEET TO A POINT;**
- 5. SOUTH 32°57'32" EAST, A DISTANCE OF 220.10 FEET TO A POINT;**
- 6. SOUTH 66°46'50" WEST, A DISTANCE OF 771.29 FEET TO A POINT;**
- 7. NORTH 07°23'13" EAST, A DISTANCE OF 138.30 FEET TO A POINT;**
- 8. NORTH 00°19'26" WEST, A DISTANCE OF 183.96 FEET TO A POINT;**
- 9. NORTH 39°03'31" EAST, A DISTANCE OF 14.13 FEET TO THE POINT OF BEGINNING.**

CONTAINING: 258,675 SQUARE FEET OR 5.938 ACRES OF LAND, MORE OR LESS.

Exhibit B

Stormwater Management Operations and Maintenance Manual

New York State DEC SPDES
General Permit 0-20-001

3,721 kW Solar Energy
Generating Facility

For Construction Activities at:

Address: 97 S. Greenhaven Road
Town of Beekman
County of Orange, New York

SWPPP Prepared by:

PV Engineers, P.C.
c/o New Leaf Energy Inc.
55 Technology Drive, Suite 102
Lowell, MA 01851

Date: April 1, 2022
Last revised: August 21, 2023

Estimated Project Dates:

Project Start Date: TBD
Project Completion Date: TBD
SPDES Permit No: TBD

General

The owner shall overtake and become responsible for all inspecting, monitoring and maintaining erosions control features and drainage structures over the lifetime of the feature. The inspection of on-site stabilization measures will become part of routine and preventive maintenance practices developed by the owner and/or his representatives. Maintenance and inspection of the erosion control features and drainage structures shall be completed in accordance with the approved SWPPP.

Inspection

The entire site should be inspected regularly for the presence of erosion gullies, cracking and wash-outs caused by heavy storm events. The cause of any irregularities should be identified and addressed in a timely manner. At a minimum, eroded areas should be topsoiled, seeded and mulched, as necessary, depending upon the identified irregularity.

The stormwater management system (i.e. roadway drainage ditches, stormwater management ponds, pipe inlets and outlets, etc.) shall be inspected at least yearly for sediment build-up, debris and structural integrity. Stormwater management pond outlet control structures should be checked more frequently for debris blockages. Vacuum truck services should be secured by the owner for periodic removal of sediment within the pond system, the outlet control structure and drainage structures.

The inspection should include, but not be limited to the following:

- Accumulation of pollutants such as grease and oils
- Stabilization and condition of vegetative ground cover areas
- Cracking, settlement, sliding or gully erosions of embankments
- Sedimentation of downstream water bodies, culvert or swales
- Sedimentation of lawns, pavement areas or catch basin sumps
- Presences of animal borrows, clogging or sedimentation at inlets or outlets
- Erosion or disruption of flow paths from stormwater management areas
- Structural integrity of spillways and obstruction of overflow
- Inlet and outlet riprap for scouring or dislodged stones or obstructions
- Forebays and aquatic benches to ensure proper and structural integrity.

Any sediment build-up should be removed and disposed of utilizing acceptable practices. Care should be exercised to avoid storing snow on any stormwater facilities, including the outfall swale.

Maintenance

The permittee shall at all time properly operate and maintain all facilities and systems of treatment and control, as well as related appurtenances, which are install or to be used by the permittee to achieve compliance with the conditions of this permit and within the requirements of SWPPP's. Maintenance shall occur on a regular basis and should include, but not be limited to the following:

- Mowing of lawn areas at least three times per year to prevent over and vigorous growth

- Mowing of steep slopes, embankments, overflow spillways at least three times per year to prevent overgrowth
- Sweeping common paved areas at least three times per year, especially during early spring to remove excessive deicing material and sediment
- Removing litter and debris that has accumulated during mowing and sweeping operations
- Repairing catch basins, storm sewer components upon immediately addressing and identifying structural deficiency
- Clean catch basin sumps once accumulation is within six inches of the outlet pipe invert
- Repair of riprap lined swales, inlets and outlets, replacing stone where signs of scouring has occurred
- Remove trees and excessive growth from inlets and outlets
- Basins and forebays shall be monitored periodically for sediment accumulations. Once the accumulations have reduced the water quality volume by more than 25% or when 12" has accumulated around the inlets or outlets, sediment shall be removed. Removal of sediment shall be in a manner to re-establish original grades as shown on the original construction plans.

Rain Gardens

Rain gardens consist of routine maintenance that includes the occasional replacement of plants and mulching, as well as weeding and thinning to maintain the desired appearance. Weeding and watering during the first year following installation is essential to ensure the establishment of native plant root systems. Weeding reduces competition for space, light, and water and installing wood chip or leaf mulch around the new plants helps control uninvited weed species. Meanwhile, regular watering during the first year encourages root development for the new plants; allow water to soak deeply into the ground.

Inspect rain gardens for sediment accumulations or heavy organic matter where runoff enters the garden and remove as necessary. The top three inches of planting soil should be removed and replaced when water ponds for more than 48 hours. Inspect min garden overflow device for erosion or other deficiencies. Ensure all appropriate elevations are being maintained, that no settlement has occurred and that no low spots have been created.

Maintenance schedule included below:

Year 1:

Watering

- For the first three weeks after planting, water the rain garden once per week.
Note- it is not necessary to water during a given week if one inch of rain accumulates.
- Water the garden during drought periods in mid-summer as needed.

Weeding

- Identify weeds vs. rain garden plants.
- Check status of the weeds and remove from the garden every three weeks during the summer, or as necessary.

Year 2+

General Maintenance

- Cut off dead plant material in the spring when new growth begins.
- Replace any dead plant material in the rain garden, as necessary.
- Inspect overflow weir for signs of erosion or settlement that would reduce the ability of the water to pond within the garden to a depth of less than 6 inches.

Watering: Water if only in a drought

Weeding: Continue weeding as necessary and monitor the garden every three to four weeks during the summer.

Preventative Measures to Reduce Maintenance Costs

The most effective way to maintain your water quality facility is to prevent the pollutants from entering the facility in the first place. Common pollutants include sediment, trash & debris, chemicals, dog wastes, runoff from stored materials, illicit discharges into the storm drainage system and many others.

- Educate property owners/residents to be aware of how their actions affect water quality, and how they can help reduce maintenance costs.
- Keep properties, streets and gutters, and parking lots free of trash, debris, and lawn clippings.
- Ensure the proper disposal of hazardous wastes and chemicals.
- Plan lawn care to minimize the use of chemicals and pesticides.
- Sweep paved surfaces and put the sweepings back on the lawn.
- Be aware of automobiles leaking fluids. Use absorbents such as cat litter to soak up drippings – dispose of properly.
- Re-vegetate disturbed and bare areas to maintain vegetative stabilization.
- Clean out the upstream components of the storm drainage system, including inlets, storm sewers and outfalls.
- Do not store materials outdoors (including landscaping materials) unless properly protected from runoff.

Access and Easements

All stormwater management facilities located on the site have a blanket easement permitting the Town to access the facilities as needed.

Safety

Keep safety considerations at the forefront of inspection procedures at all times. Likely hazards should be anticipated and avoided. Never enter a confined space (outlet structure, manhole, etc) without proper training or equipment. A confined space should never be entered without at least one additional person present. If a toxic or flammable substance is discovered, leave the immediate area and contact the local Sheriff at 911.

Potentially dangerous (e.g., fuel, chemicals, hazardous materials) substances found in the areas must be referred to the local Sheriff's Office immediately for response by the Hazardous Materials Unit. The emergency contact number is 911.

Vertical drops may be encountered in areas located within and around the facility. Avoid walking on top of retaining walls or other structures that have a significant vertical drop. If a vertical drop is identified within the pond that is greater than 48" in height, make the appropriate note/comment on the maintenance inspection form.

If any hazard is found within the facility area that poses an immediate threat to public safety, contact the local Sheriff's Office immediately.

Field Inspection Equipment

It is imperative that the appropriate equipment is taken to the field with the inspector(s). This is to ensure the safety of the inspector and allow the inspections to be performed as efficiently as possible. Below is a list of the equipment that may be necessary to perform the inspections of all Stormwater Management Facilities:

- Protective clothing and boots.
- Safety equipment (vest, hard hat, confined space entry equipment).
- Communication equipment.
- Operation and Maintenance Manual for the site including stormwater management facility location maps.
- Clipboard.
- Stormwater Facility Maintenance Inspection Forms (Appendix P of the approved SWPPP).
- Manhole Lid Remover
- Shovel.

Some of the items identified above need not be carried by the inspector (manhole lid remover, shovel, and confined space entry equipment). However, this equipment should be available in the vehicle driven to the site.

Inspection Procedures

All stormwater management facilities are required to be inspected by a qualified individual at a minimum of once per year. Inspections should follow the inspection guidance found in the SOP for the specific type of facility.

Inspection Report

The person(s) conducting the inspection activities shall complete the appropriate inspection report for the specific facility. Inspection reports are located in Appendix P of the approved SWPPP.

The following information explains how to fill out the Inspection Forms:

General Information

This section identifies the facility location, person conducting the inspection, the date and time the facility was inspected, and approximate days since the last rainfall. Property classification is identified as single-family residential, multi-family residential, commercial, or other.

The reason for the inspection is also identified on the form depending on the nature of the inspection. All facilities should be inspected on an annual basis at a minimum. In addition, all facilities should be inspected after a significant precipitation event to ensure the facility is draining appropriately and to identify any damage that occurred as a result of the increased runoff.

Verification of Inspection and Form Submittal

The Stormwater Management Facility Inspection Form provides a record of inspection of the facility.

Inspection Forms for each facility type are provided in Appendix P of the approved SWPPP. Verification of the inspection of the stormwater facilities, the facility inspection form(s), and Inspector Qualifications shall be provided to the proper authority on an annual basis. The verification and the inspection form(s) shall be reviewed and submitted by the property owner or property manager.

Routine Work

The majority of this work consists of scheduled mowing's and trash and debris pickups for stormwater management facilities during the growing season. This includes items such as the removal of debris/material that may be clogging the outlet structure well screens and trash racks. It also includes activities such as weed control, mosquito treatment, and algae treatment. These activities normally will be performed numerous times during the year.

Restoration Work

This work consists of a variety of isolated or small-scale maintenance and work needed to address Operational problems. Most of this work can be completed by a small crew, with minor tools, and small equipment.

Rehabilitation Work

This work consists of large-scale maintenance and major improvements needed to address failures within the stormwater management facilities. This work requires consultation and may require an Engineering design with construction plans to be prepared for review and approval. This work may also require more specialized maintenance equipment, surveying, construction permits or assistance through private contractors and consultants.

Maintenance Personnel

Maintenance personnel must be qualified to properly maintain stormwater management facilities. Inadequately trained personnel can cause additional problems resulting in additional maintenance costs.

Maintenance Forms

The Stormwater Management Facility Maintenance Form provides a record of maintenance activities. Maintenance Forms for each facility type are provided in Appendix P of the approved SWPPP. Maintenance Forms shall be completed by the contractor completing the required maintenance items. The form shall then be reviewed by the property owner or an authorized agent of the property owner and submitted on an annual basis to the proper authority.



FOLKES HOME SERVICES
 850 Route 9 - Fishkill, NY 12524
 845-896-4328
 www.FolkeshomeServices.com

Estimate 83425076
 Job 80442234
 Estimate Date 2/20/2024
 Technician Hendley Talabert

Billing Address
 Town of Beekman Town Hall
 4 Main Street
 Poughquag, NY 12570 USA

Job Address
 Town of Beekman Town Hall
 4 Main Street
 Poughquag, NY 12570 USA

Estimate Details

Maintenance agreement

Task #	Description	Quantity	Your Price	Your Total
1 OIL - 1 YEAR	One Year Maintenance Agreement for One Oil Fired Furnace/Boiler	1.00	\$229.00	\$229.00
	<ul style="list-style-type: none"> • One Oil Furnace/Boiler Clean & Service • 15% Discount on Service Repairs, Part's & Labor for One Year, per Covered Unit • Priority Service • Exclusive Coupon Book 			

Sub-Total \$229.00
Tax \$18.61
Total \$247.61

CUSTOMER SERVICE IS OUR #1 PRIORITY
 We are committed to providing you with the highest level of customer service. If you are not completely satisfied for any reason or you need us to do anything better, please let us know. Your feedback is very important to us.
 THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!



FOLKES HOME SERVICES
850 Route 9 - Fishkill, NY 12524
845-896-4328
www.FolkesHomeServices.com

Estimate 83428038
Job 80442234
Estimate Date 2/20/2024
Technician Hendley Talabert

Billing Address
Town of Beekman Town Hall
4 Main Street
Poughquag, NY 12570 USA

Job Address
Town of Beekman Town Hall
4 Main Street
Poughquag, NY 12570 USA

Estimate Details

Maintenance agreement 4 year

Task #	Description	Quantity	Your Price	Your Total
1 OIL - 4 YEAR	Four Year Maintenance Agreement for One Oil Fired Furnace/Boiler	1.00	\$687.00	\$687.00
	<ul style="list-style-type: none">• One Oil Furnace/Boiler Clean & Service Per Year, for Four Years• 15% Discount on Service Repairs, Part's & Labor for Four Year, per Covered Unit• Priority Service• Exclusive Coupon Book			

Sub-Total \$687.00
Tax \$55.82
Total \$742.82

CUSTOMER SERVICE IS OUR #1 PRIORITY
We are committed to providing you with the highest level of customer service. If you are not completely satisfied for any reason or you need us to do anything better, please let us know. Your feedback is very important to us.
THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!



FOLKES HOME SERVICES
850 Route 9 - Fishkill, NY 12524
845-896-4328
www.FolkesHomeServices.com

Estimate 83425082
Job 80442234
Estimate Date 2/20/2024
Technician Hendley Talabert

Billing Address
Town of Beekman Town Hall
4 Main Street
Poughquag, NY 12570 USA

Job Address
Town of Beekman Town Hall
4 Main Street
Poughquag, NY 12570 USA

Estimate Details

Maintenance agreement 3 years

Task #	Description	Quantity	Your Price	Your Total
1 OIL - 3 YEAR	Three Year Maintenance Agreement for One Oil Fired Furnace/Boiler	1.00	\$573.00	\$573.00
	<ul style="list-style-type: none">• One Oil Furnace/Boiler Clean & Service Per Year, for Three Years• 15% Discount on Service Repairs, Part's & Labor for Three Year, per Covered Unit• Priority Service• Exclusive Coupon Book			

Sub-Total \$573.00
Tax \$46.56
Total \$619.56

CUSTOMER SERVICE IS OUR #1 PRIORITY
We are committed to providing you with the highest level of customer service. If you are not completely satisfied for any reason or you need us to do anything better, please let us know. Your feedback is very important to us.
THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!



FOLKES HOME SERVICES
 850 Route 9 - Fishkill, NY 12524
 845-896-4328
 www.FolkesHomeServices.com

Invoice 80442234
Invoice Date 2/20/2024
Completed Date 2/20/2024
Technician Hendley Talabert
Customer PO
Payment Term Due Upon Receipt

Billing Address

Town of Beekman Town Hall
 4 Main Street
 Poughquag, NY 12570 USA

Job Address

Town of Beekman Town Hall
 4 Main Street
 Poughquag, NY 12570 USA

Description of work

Arrived to home for cleaning service on oil fired system. Upon arrival greeted homeowner and had the homeowner direct me to all equipment.

Checked heating components; heat exchanger, checked all safety's, checked flame retention, checked ignitor assembly. Replaced oil filter strainer and nozzle. Cleaned and Adjusted electrodes to right parameters. checked back flow preventer, checked water feeder.

Opened system up, brushed and vacuumed heat exchanger. Skimmed boiler from all three locations (Both return lines and skim location front of boiler), ran system ensured water feeder is operating properly and adding water to system when necessary.

Checked temp rise. Took combustion reading. System is newer and operating as it should.

Provided everyone on site at the time with maintenance agreement renewal but since it's a town hall steps must taken prior to renewing agreement. Emailed estimates for maintenance agreement options explaining that the four year option is the most beneficial as it allows for the most savings over the next four years.

Task #	Description	Quantity	Price	Total
TU-115	Clean & Service for One Oil Fired System, Included with Maintenance Agreement. Includes Nozzle, Filter, Strainer Replacement and Combustion Analyzing.	1.00	\$0.00	\$0.00

Sub-Total \$0.00
Tax \$0.00
Total Due \$0.00


Balance Due \$0.00

CUSTOMER SERVICE IS OUR #1 PRIORITY

We are committed to providing you with the highest level of customer service. If you are not completely satisfied for any reason or you need us to do anything better, please let us know. Your feedback is very important to us.

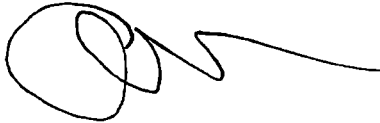
THANK YOU FOR CHOOSING US FOR YOUR SERVICE NEEDS!

I, the undersigned, am the owner/authorized representative of the premises at 4 Main Street, Poughquag, NY 12570 USA. I hereby authorize you to perform the aforementioned work at the upfront amount of \$0.00. I understand that unless prior authorization for billing is made in advance, payment for all work done is due upon completion (COD), and agree to pay said amount. Invoices over 30 Days past due will be subject to a service charge of 2% per month (24% Annual).

A handwritten signature in black ink, consisting of a large, loopy initial followed by a long, horizontal flourish.

2/20/2024

I acknowledge the agreed upon work listed, in the amount of \$0.00 has been completed to my satisfaction.

A handwritten signature in black ink, similar to the one above, with a large initial and a long flourish.

2/20/2024



Job #80442234

Clean & Service Oil Boiler

Tune Up Performed On:

2024-02-20

Customer Name

Town of Beekman.Town Hall

Address

4 Main Street, Poughquag, NY 12570 USA

Service Expert Name

Hendley Talabert

System #1

Boiler - Make

Well McClain

Boiler - Rating Plate



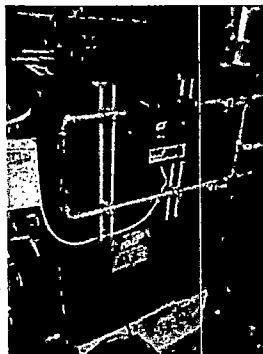
Boiler - Age or Date installed

Installed 2022

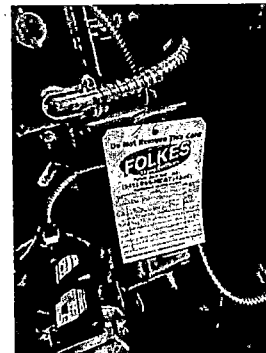
Oil Burner - Make

Beckett

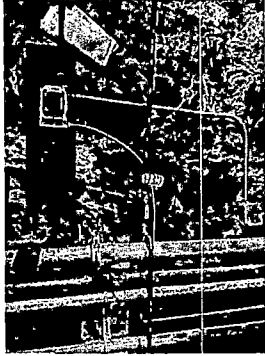
Folkles Sticker on Equipment



Folkles Equipment Service History Tag



Folkes Emergency Valve Shut Off Tags



The following have been completed:

- Check Burner Components
- Check & Clean Electrode Assembly
- Brush & Clean Heat Exchanger & Exhaust Piping
- Combustion Test
- Check and Tighten all Electrical Connections
- Check Temperature and Pressures
- Check Thermostat for Proper Operation
- Check Controls and Safety Devices
- Low Water Cut Off
- Check Relief Valve
- Check Zone Valves
- Check Expansion Tank
- Water Feeder
- Check Aquastat Relay
- Start and Test Operation
- Freeze Protection
- Replace Nozzle
- Replace Oil Filter
- Replace Oil Strainer

Burner Components



Combustion Chamber



Exhaust Piping



Ignition Transformer



Electrode Assembly



Primary Control



Check for Oil Leaks



Safety Switches & Limit Control



Electric Connections & Wire Condition



Pressure/Temperature Gauge



Relief Valve



Backflow Preventer



Water Feeder



Expansion Tank



Vents (air eliminators/steam radiator valves)



Low Water Cut Off



Circulator(s)



Zone Valves



Flow Controls



Freeze Protection



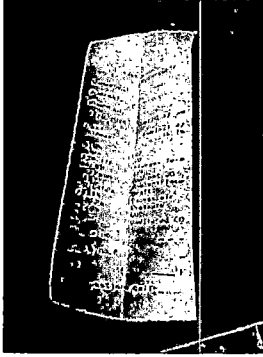
Water Temperature (F)

66

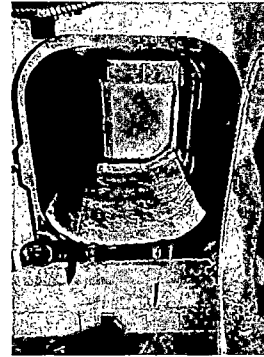
Water Pressure (PSI)

0

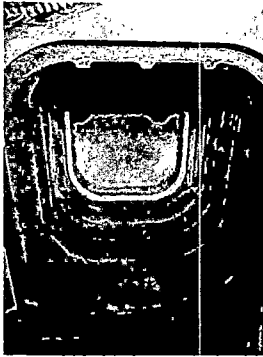
Combustion Readings



Picture of Heat Exchanger - Before Brush & Vacuum



Picture of Heat Exchanger - After Brush & Vacuum



Nozzle Size

1.20x70W

Oil Filter

Small

Oil Pump Strainer

A Strainer

Notes



Relay For Life of Dutchess County

"Spring to Life"



Saturday, April 6th | 10am

Town Center Park

**71 Town Center Blvd
Hopewell Junction, NY**

"Fun for ALL"



Scan QR code to
Register and get
more details



RESOLUTION NO. 03:12:24-2

RESOLUTION AUTHORIZING EXECUTION OF STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT WITH SOUTH GREEN HAVEN SOLAR I, LLC

WHEREAS, SOUTH GREEN HAVEN SOLAR 1, LLC, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 ("Permittee"), filed an application for approvals of a solar farm on a property owned by CAROLYN DICKSON REVOCABLE TRUST, dated October 6, 2020, with an address of 104 3rd Street Bradenton, Florida 34217 ("Landowner"), and

WHEREAS, on January 19, 2023, the Town of Beekman Planning Board ("Planning Board") granted a certain water resource permit, special use permit, and preliminary and final site plan approval ("Approvals") in connection with the operation of a certain solar facility ("Solar Facility") proposed by the Permittee to be located at 97 S. Green Haven Road, Poughquag, County of Dutchess, New York (Tax Map Parcel Identification No. 6757-00-082660) which is located in the Town of Beekman, County of Dutchess, New York and is owned by the Landowner ("Property"); and

WHEREAS, the Town requires that the Permittee construct and maintain a certain proposed stormwater management facility to be located on the portion of the Property it leases, which is more accurately described in Exhibit A, in accordance with New York State Department of Environmental Conservation ("NYSDEC") Stormwater Pollution Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Construction Activity Permit No. GP-0-20-001, for the life of the Solar Facility; and

WHEREAS, the Parties desire to enter into an agreement to provide for the long-term maintenance and continuation of a stormwater management facility approved by the Town for the Solar Facility; and

WHEREAS, the Parties desire that the management facility be built in accordance with the Approvals and thereafter be maintained, cleaned, repaired, replaced and continued for the life of the Solar Facility in order to ensure optimum performance of such facility.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT and in accordance with the provisions of Chapter 128 of the Town of Beekman Code and hereby authorizes the Town Supervisor to execute same evidencing the Town's acceptance of said Stormwater Agreement; and

BE IT FURTHER RESOLVED THAT upon execution of the Stormwater Agreement, the Town Clerk is directed to forward same for recording in the Dutchess County Clerk's Office.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari **AYE**
Councilman Battaglini **AYE**
Councilman Lemak **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **ABSENT**

Dated: March 12, 2024

CERTIFICATION

I, **LAUREEN ABBATANTUONO**, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 12th day of March, 2024 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

I **FURTHER CERTIFY** that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 13th day of March, 2024.


LAUREEN ABBATANTUONO
TOWN CLERK

