

**TOWN OF BEEKMAN TOWN BOARD MEETING
Minutes for Tuesday November 28th, 2023**

The Town of Beekman Board met for their regularly scheduled meeting on Tuesday November 28th, 2023. The meeting was called to order by Supervisor Covucci at 7:05PM. The following members were present: Supervisor Mary Covucci, Councilman Battaglini, Councilman Lemak and Councilwoman Sharon Wohrman, Councilman Stiegler

Also present were the Town Clerk – Lauren Abbatantuono

Supervisor Covucci led the Pledge of Allegiance. Supervisor Covucci pointed out the emergency exits and called for a moment of silence for all those who have served our Country.

Supervisor Covucci went over this evening's agenda items.

Written Comments on Agenda items: NONE

Public Comments on Agenda items: **Bill Craine 254 Gardner Hollow Road, Resolution No. 6 RE: APPROVING PAYMENT IN LIEU OF TAXES AGREEMENT WITH SOUTH GREENHAVEN SOLAR 1, LLC**, questioned the terms and conditions in the PILOT Agreement, payment in Year 1 of \$630.92 and then escalating at 2.5% each year thereafter.

Resolutions were read by the Town Board

Other Town Board Business: **Supervisor Covucci**, provided information on the Veterans of the Year which is being presented by Congressman Lawler on Tuesday December 19th at 3:00PM (see the attached), Nominate a Veteran of the Year (see the attached), provided details of holiday activities which are being held at Beekman Rec in the month of December. **Councilman Battaglini**, provided details for the upcoming events with Santa that are being held by the Beekman Fire Department, **Town Clerk Lauren Abbatantuono**, provided details on the 2023 School Tax collection.

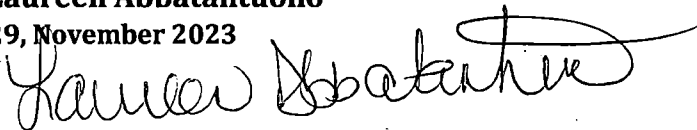
Public Comments: **Bill Craine 254 Gardner Hollow Road**, made mention of the trees along Route 55 and mentioned that Route 55 does need to be cleaned up.

Supervisor Covucci made a motion at 7:36PM to adjourn the Town Board meeting, Seconded by Councilman Lemak, All in Favor, AYE

Respectfully Submitted by Town Clerk

Lauren Abbatantuono

29, November 2023



**TOWN OF BEEKMAN
TOWN BOARD MEETING AGENDA
NOVEMBER 28, 2023**

7:00 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 November 8, 2023 Town Board Minutes
2. Accept November 9, 2023 Special Town Board Minutes
3. Approve Town of Beekman Budget Revision 2023-11
- ✓4. Authorize Transfer to Cloud Based ECMS
5. Authorize Addendum to Salt Shed Agreement with Dutchess County ✓
- 6. Approve In Lieu of taxes for South Green Haven Solar Farm LLC
7. Approve Acquisition of New Highway Mower
8. Approve Increase in Town Hall Generator Project
9. Approve Fees for the Dog Park for the year 2024
10. Approve Hourly Wages for Recreation Seasonal Staff for 2024
- 11. Approve Pay Application No.1 for Nuvista Designs General Contractors
- 12. Accept Performance Bond for Furnia Contractor Storage Yard
13. Finalize Funding for Gardner Hollow Bridge Project
14. Revising Funding for the Town Hall ADA
15. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments - 3 Minute Limit
- **Next Regular Town Board Meeting: Tuesday, December 12, 2023 at 7:00 PM**

***AGENDA SUBJECT TO CHANGE**

RESOLUTIONS MAY NOT HAVE BEEN AVAILABLE AT TIME OF PUBLICATION

RESOLUTION NO. 11:28:23-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Lauren Abbatantuono has provided copies of the minutes of the November 8, 2023 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 November 8, 2023 Town Board Meeting.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-2
RE: APPROVAL OF SPECIAL TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the November 9, 2023 Special 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 November 9, 2023 Town Board Meeting.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-3
RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2023-11

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 #2023-11

Budget Revisions for November 2023 # 2023-11

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
General Fund				
2023-11-01	A-1010-0409	Town Website	1,200	
	A-1680-0400	EDP Expense -Transfer for website expenses		1,200
2023-11-02	A-1110-0404	Justice Court Training	175	
	A-1110-0405	Court Interpreter -Transfer for Training		175
2023-11-03	A-1220-0414	Supervisor Cellphone	75	
	A-1220-0400	Supervisor Expense -Transfer for Cellphone		75
2023-11-04	A-1315-0470	Consulting Expense	5,000	
	A-1990-0400	Contingency Account -Transfer for Consulting		5,000
2023-11-05	A-1330-0450	Tax County Fees	1,940	
	A-1355-0450	Assessor County Fees -Transfer for County Charges		1,940
2023-11-06	A-1340-0100	Budget Officer	800	
	A-1010-0107	Reserve Compensation -Initiate Budget Officer Comp.		800
2023-11-07	A-1355-0404	Assessor Training	50	
	A-1355-0400	Assessor Expense -Transfer for Training		50

2023-11-08	A-1315-0490	Payroll Services	839	
	A-1430-0400	Payroll Expense	2,000	
	A-1990-0400	Contingency Account		2,839
		-Transfer for Payroll Expenses		
2023-11-09	A-1980-0400	MTA Expense	1,000	
	A-1989-0400	Unclassified Expenses		1,000
		-Transfer for MTA Expenses		
2023-11-10	A-3620-0112	Safety Part time Labor	3,000	
	A-3620-0402	Safety Travel	500	
	A-1010-0107	Reserve Compensation		3,000
	A-3620-0409	Safety Consulting		500
		-Transfer for Safety Expenses		
2023-11-11	A-5132-0418	Hwy Garage Repairs	918	
	A-1620-0418	Town Hall Repairs		918
		-Transfer for Door Repair		
2023-11-12	A-6772-0112	Aging Part time Staff	2,000	
	A-6772-0413	Aging Consultants	155	
	A-1010-0107	Reserve Compensation		2,000
	A-1989-0400	Unclassified Expenses		155
		-Transfer for Expenses		
2023-11-13	A-7110-0494	Parks Mowing Expense	2,646	
	A-1990-0400	Contingency Account		2,646
		-Transfer for Mowing Expense		
2023-11-14	A-7114-0400	Beyer Park Expense	170	
	A-7116-0400	Other Park Expense		170
		-Transfer for Park Expense		
2023-11-15	A-8010-0470	Zoning Consulting Expense	4,515	
	A-1990-0400	Contingency Account		4,515
		-Transfer for Granicus Expense		
2023-11-16	<u>A-9950-0900</u>	<u>Transfer to Capital Fund</u>	<u>450,000</u>	
	A-0000-9912	Assigned for Capital Use	450,000	
		-Provide Funds to Pay off BAN		
2023-11-17	<u>A-9950-0900</u>	<u>Transfer to Capital Fund</u>	<u>35,000</u>	
	A-0000-9912	Assigned for Capital Use	35,000	
		-Increase for Generator Project		

Highway Fund

2023-11-18	DA-5110-0103	General Repair Overtime	2,500	
	DA-5110-0118	General Repair GHI Expense	1,582	
	DA-5110-0411	General Repair Cement	500	
	DA-5110-0107	General Repair Other Labor		4,582
		-Transfer for Various Expenses		
2023-11-19	DA-5130-0200	Machinery/Equipment	21,375	
	DA-9010-0800	Retirement expense		21,375
		-Transfer for New Mower		

Sewer Fund

2023-11-20	SS-8189-0420	Utilities	972	
	SS-8189-0430	Insurance	578	
	SS-8189-0490	Gen Gov't Services	1,450	
	SS-8189-0460	Special Services		1,000
	SS-8189-0470	Sludge Removal		2,000
		-Transfer for Various Expenses		

Water Fund

2023-11-21	SW-8340-0420	Utilities	872	
	SW-8340-0430	Insurance	578	
	SW-8340-0490	General Gov't Services	550	
	SW-8340-0470	Special Repairs		2,000
		-Transfer for Various Expenses		

Capital Fund

2023-11-22	H-0000-5030	Transfer In General Fund	450,000	
	H-0000-5710	Proceeds of Bonds		450,000
		-Pay off Town Hall Project BAN		
2023-11-23	<u>H-0000-5030</u>	<u>Transfer in General Fund</u>	<u>35,000</u>	
	H-1622-0200	Generator Equipment	25,000	
	H-1622-0400	Generator Expense	10,000	
		-Increase Generator Project Budget		

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Stiegler AYE

Councilman Battaglini AYE

Councilman Lemak AYE

Councilwoman Wohrman AYE

Supervisor Covucci AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-4

RE: AUTHORIZE SUPERVISOR TO EXECUTE CLOUD BASED - ENTERPRISE CONTENT MANAGEMENT SYSTEM

WHEREAS a New York State LGRMIF Shared Services grant was awarded to the Towns of Dover, Amenia, Beekman and North East in 2015 to accommodate servicing multiple municipalities and to purchase an ECMS Public Portal to provide the public greater access to municipal information; and

WHEREAS, the grant was for the upgrade to the Laserfiche Rio ECMS that included a Public Portal; and

WHEREAS, the grant also included the outsourcing of the scanning of records to be stored in the Public Portal for each municipality on a server located in the Town of Dover server room to store the Public Portal repository; and

WHEREAS, the Towns have received proposals from ICC Community Development Solutions to transition from the Shared ECMS to Individual Laserfiche Cloud Licensing which allows each Town exclusivity of their future and previously scanned documents;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes the Town Supervisor to execute an Agreement with ICC, Community Development Solutions to migrate Data from Dover to Beekman and to rebuild in a Cloud Environment at an amount not to exceed \$11,020.00; and

BE IT FURTHER RESOLVED that a copy of this Agreement shall be kept on file in the Office of the Town Clerk of the Town of Beekman.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-5

**RE: AUTHORIZE ADDENDUM TO EXTEND SALT SHED AGREEMENT BETWEEN THE
COUNTY OF DUTCHESS AND THE TOWN OF BEEKMAN**

WHEREAS, Dutchess County and the Town of Beekman entered into an Agreement to share construction and usage of a sand/salt storage and distribution facility (the "Salt Shed"), commencing a fifteen (15) year term on August 26th, 1992, which Agreement was extended for an additional fifteen (15) year term, and which Agreement was extended for an additional six (6) month period, from September 1st, 2022 to March 31st, 2023, and

WHEREAS, the County and the Town mutually recognize the need for the continued joint operation of the existing Salt Shed, and

WHEREAS, the dates of the previous Addendum left a gap in the contract coverage,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes the Supervisor to extend the Agreement with the County of Dutchess for a period of twelve (12) months, commencing on April 1, 2023 an ending on March 31st, 2024

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-6

RE: APPROVING PAYMENT IN LIEU OF TAXES AGREEMENT WITH SOUTH GREENHAVEN SOLAR 1, LLC

WHEREAS, South Greenhaven Solar 1, LLC has proposed a 3.2 MWac solar project to be located at 97 South Greenhaven Road (the "Project") in the Town of Beekman (the "Town"); and

WHEREAS, the Town sought a Payment in Lieu of Taxes ("PILOT") Agreement for the Project under Real Property Tax Law § 487; and

WHEREAS, the Town and South Greenhaven Solar 1, LLC have negotiated a PILOT Agreement that both parties are satisfied with; and

WHEREAS, the PILOT Agreement is for a term of fifteen (15) years per Real Property Tax Law § 487; and

WHEREAS, the PILOT Agreement contemplates a payment in Year 1 of \$630.92 and then escalating at 2.5% each year thereafter; and

WHEREAS, the payment shall be made in accordance with the terms and conditions in the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Beekman as follows:

1. The Town Board finds the proposed PILOT Agreement between the Town and South Greenhaven Solar 1, LLC acceptable as negotiated.
2. The Town hereby accepts the proposed PILOT Agreement and authorizes the Supervisor to execute the same.
3. The Town Board hereby authorizes the Town Attorney to take any and all necessary action to finalize and effectuate said PILOT Agreement with South Greenhaven Solar 1, LLC.
4. This resolution is effective immediately.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler AYE

Councilman Battaglini AYE

Councilman Lemak AYE

Councilwoman Woehrman AYE

Supervisor Covucci AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-7

RE: APPROVE ACQUISITION OF A NEW HIGHWAY MOWER

WHEREAS, the Highway Department is in need of a new mower and requests approval for acquisition before year end 2023; and

WHEREAS, a two wheel drive mower is available from Trius Inc., on New York State Sourcewell at a cost of \$80,829.30, and

WHEREAS, the Highway and the Finance Departments are in agreement that the remaining 2023 NYS CHIPS Funds of \$59,454.00 and \$21,375.30 appropriation to Equipment Account DA 5130-0200 transfer from Account DA-9010-0800 Retirement will be used to acquire the mower.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the acquisition of the new mower for \$80,829.30 through NYS Sourcewell in 2023 with the funding agreed upon above.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-8

**RE: RESOLUTION INCREASING THE TOWN HALL GENERATOR CAPITAL PROJECT
AUTHORIZATION**

WHEREAS, the Town Board of the Town of Beekman established the Capital Project for an Emergency Standby Generator at the Town Hall for \$50,000 with funding from a MIG Grant awarded from Dutchess County; and

WHEREAS the Town Engineer has submitted a new cost estimate of \$85,000 for the Capital Project,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves the new Capital Project for the Town Hall Generator Project to be \$85,000 funded by the Dutchess County MIG Grant of \$50,000 and \$35,000 transfer from the General Fund.

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

**RESOLUTION NO. 11:28:23-9
RE: APPROVE FEES FOR THE DOG PARK FOR THE YEAR 2024**

WHEREAS, the Recreation Department along with the Town Board set fees for the recreation programs; and

WHEREAS, the Town Board is desirous in setting the fees for the Dog Park for the year 2024;

NOW, THEREFORE, BE IT RESOLVED, that the fees for 2024 will be as follows:

Members/Residents	\$50.00
Non-residents	\$125.00.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-10

**RE: SET SALARY AND WAGE SCHEDULE FOR SEASONAL RECREATION STAFF FOR
2024**

WHEREAS, the Town Board is authorized to set salaries and wages;

NOW, THEREFORE, BE IT RESOLVED, that the following salaries be set for the Seasonal Recreational Staff for the year 2024 as follows:

Seasonal Recreational Staff (\$15.00 -\$21.00) per hour.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Stiegler **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Wohrman **AYE**

Supervisor Covucci **AYE**

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-11

**RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT (No 1) FOR THE
HIGHWAY GARAGE ROOF PROJECT**

WHEREAS, the Town of Beekman is a party to a contract with Nuvista Designs General Contractors LLC, (the "Contractor") for the project known as "Roof Replacement for Highway Garage Buildings No.1 & No.2"; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment Request (No. 1) dated November 21, 2023, requesting payment in the amount of \$186,280.00 less 5% retainage (\$9,314.00) for a total of \$176,966.00 (see attached); and

WHEREAS, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period of October 31, 2023 through November 12, 2023;and

WHEREAS, the Architect has reviewed the request and agrees with the quantity of work completed per the continuation sheet of Application No. 1 and has noted that during demolition of the roof, it was found that the existing sheathing need to be replaced and an additional 52 sheets of plywood were needed and charged towards the contingency, and he recommended the Town Board make payment as requested,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to with Nuvista Designs General Contractors LLC, as requested in Application and Certification for Payment No. 1 in the amount NOT TO EXCEED \$176,966.00.

Introduced: COUNCILMAN STIEGLER
Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-12

**RE: RESOLUTION ACCEPTING A PERFORMANCE CASH BOND AGREEMENT FOR
THE FURNIA CONTRACTOR STORAGE YARD**

WHEREAS, Shane Furnia filed an application for a site plan and special use permit for a contractor storage yard with the Town of Beekman Planning Board for a certain parcel in the Town of Beekman designated as Tax Parcel ID # 132200-6858-00-002921 entitled "Furnia Court Contractor Storage"; and

WHEREAS, on February 20, 2020, the Town of Beekman Planning Board issued a resolution granting site plan and special use permit approval for the Furnia Court Contractor Storage Yard which proposes construction of a four-thousand (4,000) square-foot building on the subject parcel to be used as contractor storage, along with ancillary improvements including thirteen (13) off-street parking spaces, on-site wastewater treatment system, retaining wall, landscaping and lighting in accordance with Sections 155-59 & 155-60 of the Town of Beekman Zoning Ordinance; and

WHEREAS, Town Law §277 requires a developer of a proposed site plan/special use permit to guarantee the construction, installation, and dedication of the improvements required by the Resolution of approval, prior to issuance of any building permits; and

WHEREAS, the Town Engineer, Hudson Land Design, calculated the amount of the guarantee for construction of the improvements to be \$35,849.00; and

WHEREAS, by deed dated April 20, 2023, Osorio Property Holdings, LLC ("Owner") acquired title to the Premises from Shane Furnia; and

WHEREAS, the Owner and prior owner Shane Furnia executed a Performance Cash Bond Agreement which requires it to complete the required public improvements for the subject property; and

WHEREAS, the owner has tendered to the Town of Beekman a cash bond in the amount of \$35,849.00 securing the obligations to construct the improvements as set forth in the Performance Agreement; and

WHEREAS, the Attorney to the Town, has reviewed, examined and approved the aforementioned Performance Agreement and Cash Bond Agreement and has issued his approval;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Town Board hereby accepts the Performance Agreement executed by Osorio Property Holdings, LLC, by Marvin Osorio as Member, with an address of 2729

Route 55, Poughquag, New York 12570 to guarantee the construction and dedication of the public improvements shown on the Furnia Court Contractor Storage Yard site plan and special use permit, as required by the Town of Beekman Planning Board Resolution of Approval dated February 20, 2020.

2. The Town Board hereby accepts the Performance Cash Bond Agreement effective November 13, 2023, signed by original applicant Shane Furnia and new owner Osorio Property Holdings, LLC in favor of the Town of Beekman in the sum of \$35,849.00 as security for the Performance Agreement to construct the public improvements pursuant to Town Law §277 and authorizes the Town Supervisor to sign the agreement on behalf of the Town.
3. The Town Clerk is hereby directed to file the Cash Bond Agreement in her files with a copy to the Planning Department upon signing of the agreement by the Supervisor.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN STIEGLER

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RE: FINALIZING THE FUNDING FOR GARDNER HOLLOW ROAD BRIDGE CAPITAL PROJECT

WHEREAS, the Town Board of the Town Of Beekman previously revised the funding sources for the \$954,493 Gardner Hollow Road Bridge Capital Project in Resolution No. 10:10:23-4, and

WHEREAS, the Town has finalized the funding Sources for the Capital Project,

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town Of Beekman hereby approves the final Gardner Hollow Bridge Capital Project Funding Sources to be as follows:

County Grant	\$100,000,
Transfer in from the General Fund	\$2,443,
Transfer In from Highway Fund	\$70,050,
ARPA Funds from General Fund	<u>\$800,000</u>
	<u>\$972,493</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-14

**RE: RESOLUTION REVISING THE TOWN HALL ASSESSABILITY AND
IMPROVEMENTS CAPITAL PROJECT**

WHEREAS, the Town Board of the Town of Beekman in Resolution No. 05:23:23-4 revised the Town Hall Accessibility & Improvements Capital Project for \$1,215,713, and

WHEREAS, the Town has reviewed the Final Capital Project Costs and Funding Sources and deems it appropriate to revise the Authorization,

NOW, THEREFORE, BE IT RESOLVED that the Authorization and Funding Sources for the Town Hall Accessibility & Improvement Capital Project to be \$1,235,763 detailed as follows:

County Grant	\$200,000,
Surety Funds	\$215,713,
Transfer In from General Fund	\$820,050,

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

Dated: November 28, 2023

RESOLUTION NO. 11:28:23-15
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	\$ 591,986.10
Claims to be paid from the DA-Highway Fund	\$ 82,778.62
Claims to be paid from the SS- Dover Ridge Sewer District	\$ 3,963.61
Claims to be paid from the SW - Dover Ridge Water District	\$ 3,826.13
Claims to be paid from the T-Trust and Agency Fund	\$ 11,289.89
Claims to be paid from the H-Capital Fund	\$ 569.50
	<u>\$ 694,413.85</u>

11/9/2023 Payroll #23

General Fund	\$ 35,278.12
Highway Fund	\$ 22,264.52
	<u>\$ 57,542.64</u>

11/22/2023 Payroll #24

General Fund	\$ 34,356.28
Highway Fund	\$ 19,350.93
	<u>\$ 53,707.21</u>

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	AYE

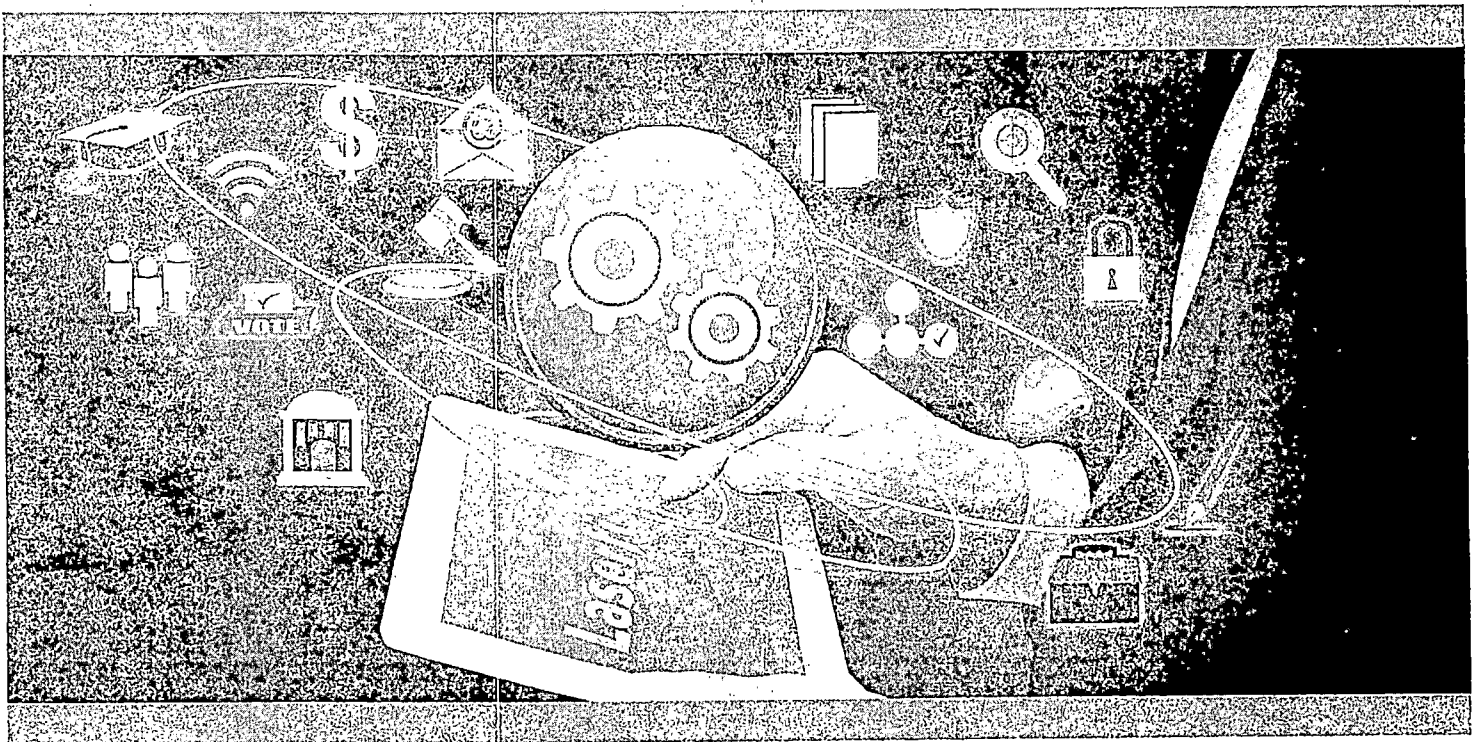
Dated: November 28, 2023

Town of Beekman

Dutchess County

Enterprise Content Management System - Cloud

November 17, 2023
Valid for 30 days



Bruce Cadman
Director of Sales
518-441-6496
BCadman@icc-cds.com

TABLE OF CONTENTS

LASERFICHE CLOUD LICENSE OVERVIEW	3
AUTHORIZATION & AGREEMENT	5
APPENDIX A – INSTALLATION, TRAINING AND SUPPORT	6

LASERFICHE CLOUD LICENSE OVERVIEW

The Laserfiche Cloud license introduces a straightforward software license that includes a wide variety of features to benefit all departments of the municipality. All of this is hosted on Amazon Web Services, so no internal IT resources are required.

While many features and functionality are available, listed below, we start with the described base package and provide training and resources to get you started. As you become more familiar, we can add automation, integrations with 3rd party applications and more.

Laserfiche Cloud Features

Cloud Features	Professional	Cloud Add-Ons	Professional
Packages start at (can add to each package)	\$4,150 for 5 users	SDK	+
100 GB storage per user	✓	QuickAgent Fields Complete with Agent	10 (+)
Document Management	✓	Workflow Bots for Process Automation	1 (+)
Audit Trail	Starter (+)	Public Portal	+
Direct Share	✓	Forms Portal	+
Data Encrypted at Rest	✓	Participant Users	+
Autoscaling of Computing and Storage	✓	Community Users	+
Automated and Encrypted Backups	✓	Smart Invoice Capture	+
Intrusion Detection	✓	Vault	+
Automated Feature/Security Updates	✓	Additional Storage	+
Automated Text Extraction	✓	ScanConnect	+
Import Agent with Email Archiving	✓		
Process Automation	✓		
Connector	✓		
Surveys	✓		
Records Management	+		
Cloud Integrations	Professional		
Microsoft 365 Integration	✓		
Integration with SharePoint	✓		
Integration w/ Microsoft Dynamics 365	✓		
Integration with DocuSign	+		
Integration with Salesforce CRM	+		
Certified Integration with SAP Archivel	+		
Integration with Laser App	+		
Laserfiche for Ricoh MFD	+		

-Not Available + Optional Add-On ✓Included

*As a cloud-based system, updates and new features are automatically pushed out, no IT involvement.

Updates

On a monthly basis Laserfiche adds features and performance enhancements to an existing version of its software known as "updates." Licensee will receive all updates as released.

Access to Online Support Resources

The Laserfiche Support Site contains detailed technical information to increase your product knowledgebase. The Laserfiche Cloud Help Files contain useful information to help you get started with your Laserfiche Cloud account. Laserfiche also has numerous help videos which walk you through the product to help you become more familiar and comfortable with all of the different features. Additionally, Laserfiche Cloud Answers is an online forum that allows Laserfiche Cloud subscribers to collaborate on ideas and solutions.

Pricing/Services

Product	Description	Qty	Model#	Unit Price	Total Price
Laserfiche Cloud Users	Professional Users	5	CLENF2	\$830.00	\$4,150.00
Storage	100 GB per user included (Overages will be \$30 per 10 GB annually) Storage is pooled	-		-	-
GSAP	General Code Support	5		\$114.00	\$570.00
Laserfiche Forms	1000 Submissions per month	1	CLFPAL	\$1,800.00	\$1,800.00
Laserfiche Public Portal	1000 Views per month	1	CLPPAL	\$600.00	\$600.00
Configuration and Training	Remote	1		\$1,400.00	\$1,400.00
Laserfiche Data Migration	Remote – migrate data from Dover to Beekman	1		\$700.00	\$700.00
Laserfiche FOIL Workflow Rebuild	Remote – rebuild in Cloud Environment	1		\$1,500.00	\$1,500.00
Project Coordination	Remote	1		\$300.00	\$300.00
Total					\$11,020.00

Anticipated annual SAAS fees after the included 1st year for the above configuration would be \$7,120.00

Note: This estimate is subject to change based upon the then-current support prices for that year. Plan for a 5% YOY cost increase to all Laserfiche SAAS models.

AUTHORIZATION & AGREEMENT

The Town of Beekman, Dutchess County, New York hereby agrees to the procedures outlined above, to ICC-CDS's Content Management Solutions Terms & Conditions and to the License Agreements for the software referred to above, all of which are available at <https://icc-cds.com/terms-conditions>, and are incorporated herein by reference, and authorizes ICC-CDS to proceed with the project.

Electronic Document Management Project **\$11,020.00**

Estimated Annual support fee second year forward (SAAS): \$7,120.00

Note: Prices subject to change. Plan for a 5% YOY cost increase to all Laserfiche SAAS models.

If/when the client wishes to implement the additional modules included with their licenses, there may be additional development, configuration and training time required. These additional service fees would not apply until you are ready and agree to implement additional components.

SOFTWARE ORDER, PAYMENT AND PERFORMANCE SCHEDULE

\$7,120.00 - of the project price shall be invoiced upon customer site activation
\$1,700.00 of the Configuration and Training services shall be invoiced as completed.
\$700.00 of the Data Migration services shall be invoiced as completed.
\$1,500.00 of the Laserfiche Workflow Rebuild shall be invoiced as completed.

(Client please fill out) Invoice for this Project to be sent to:

Department: Finance Contact Name: Linda Bloomer

TOWN OF BEEKMAN, DUTCHESS COUNTY, NEW YORK

By: M. B. Covucci In the Presence of: Shawn Andriano

Title: Supervisor Title: DEPUTY SUPERVISOR

Date: 12-13-23 Date: 12/13/23

ICC-CDS, LLC
By: [Signature] In the Presence of: Susan Harkenrider

Title: General Manager Title: Proposal & Inside Sales Rep

Date: 12/13/23 Date: 12/13/23

To authorize the project:

1. Sign the Proposal and return to your Solutions Account Executive
2. Fax or email the Authorization & Agreement Section only to: ICCCDS@icc-cds.com • fax (585) 328-8189
3. Mail the signed Proposal to ICC-CDS at: 781 Elmgrove Road • Rochester, NY 14624

APPENDIX A – INSTALLATION, TRAINING AND SUPPORT

Pre-Installation Teleconference and Technical Review

Prior to the installation and training, one of ICC-CDS's technicians will work with your technical staff or consultant to review the hardware and other technical requirements and ensure that all hardware is ready for the installation. We will also work with your designated contact person to establish the agenda.

Customized Training

If applicable, ICC-CDS provides practical training sessions to ensure that your users keep pace with "best practices" and that your Laserfiche system continues to provide your organization with the maximum efficiencies possible. Whether you are a new Laserfiche user or an existing user seeking refresher training, we pride ourselves on maintaining a team of trainers who can relate to users at any level of expertise.

Our standard Laserfiche user training covers the basic functions of the program and provides you with the necessary skills to put the system into immediate use. Based on the file organization and file naming structures that were determined by your organization, the training covers input, search and manipulation features using your documents to address file-organization and file-naming structures

Administrator Training covers the system administrative functions and typically takes place throughout the sessions, as appropriate.

TECHNICAL SUPPORT-GSAP

Technical Support covers all questions that might arise with your Laserfiche system should a technical issue arise. Technical Support covers the installation of software patches and minor upgrades, as appropriate.

The first line of technical support is via telephone, using our toll-free number (855-436-5500) or via e-mail at lfsupport@icc-cds.com. With Basic LSAP service, technical support requests not immediately addressed will be acknowledged within 8 business hours, with the majority of response times within 2 hours. ICC-CDS's support technician will discuss the issue with you. If there are more detailed diagnostics needed, the technician will log into your system remotely, using the Internet. In this way, the technician can see what the user is seeing, do diagnostics, and generally remedy the situation remotely during this initial contact. In situations that require additional research or work by the technician, we will let you know what still needs to be done, along with a timeframe for getting back to you. You will also receive a Case number for future reference. By providing remote diagnostics and remediation to our clients, we can provide you with quick resolution of your issues to keep you up and running.

SOFTWARE PATCHES AND UPGRADES:

In addition to receiving technical support, customers with a current LSAP/SAAS contract will receive **critical program updates within the current version of Laserfiche**. This is extremely important because Laserfiche is continuously improved to be even more powerful and efficient. You will receive routine system updates released by the manufacturer automatically.

Services covered under Support/GSAP:

- Remote troubleshooting and repair to the best of our ability of any errors generated by Laserfiche
- Remote troubleshooting and repair to the best of our ability any Laserfiche functionality that is not working
- Respond to request calls within 8 business hours, if not immediately
- Provide technical support between the hours of 8:00 AM - 5:00 PM EST
- User group meetings
- Access to Laserfiche's knowledgebase
- Regular newsletters - Laserfiche
- Access to webinars

Services not covered under Support:

- Training - New user or refresher training - either on-site or remote
- Addition of custom features or functionality to the software
- Support or troubleshooting of third-party software
- Faults or problems caused by unauthorized access to configuration information or changes to components by the user or a third party.
- Problems or faults caused by use of the product outside its normal operating conditions.
- On-site technical support, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.
- On-site consulting or training, unless it is specifically included as part of the selected Agreement or funded by the Customer on a per-day basis as part of a signed Change Order.

Customer's Obligation:

- To have Internet access on the Laserfiche workstations where the Laserfiche client is installed and be willing to allow our Support Technicians remote access to the Customer's Laserfiche system via GoToAssist or other acceptable remote access tool.
- To designate an IT contact and to provide the name, phone number and e-mail address on the registration form.
- To describe technical issues completely in order to provide ICC-CDS's Support Technician sufficient information to be able to diagnose and reproduce the problem, including any identified error codes.

ADDENDUM TO EXTEND SALT SHED AGREEMENT

This ADDENDUM, dated as of ~~October 30~~ ^{November 30}, 2023, by and between the COUNTY OF DUTCHESS (hereinafter referred to as the "County") a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, and the TOWN OF BEEKMAN, a municipal corporation with offices at 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the County and the Town entered into an Agreement to share in the construction and usage of a sand/salt storage and distribution facility (the "Salt Shed"), commencing a fifteen (15) year term on August 26th, 1992, which Agreement was extended for an additional fifteen (15) year term, and which Agreement was extended for an additional six (6) month period, from September 1st, 2022 to March 31st, 2023 (the "Agreement"); and

WHEREAS, the County and the Town wish to extend the term of this Agreement for a period that will afford the parties an appropriate opportunity to determine estimated costs for design and construction of recommended and agreed upon improvements to the Salt Shed, as well as time to negotiate a new agreement which contemplates a cost sharing model for proposed and future improvements required at the Salt Shed; and

WHEREAS, the County and the Town mutually recognize the need for the continued joint operation of the existing Salt Shed during the above referenced negotiations.

NOW, THEREFORE, the parties hereto confirm and agree as follows:

LEASE EXTENSION: The County and the Town hereby agree to extend the Agreement for a period of twelve (12) months, commencing on April 1, 2023 and ending on March 31st, 2024.

TERMS AND CONDITIONS: All terms, conditions and provisions of the Agreement and any amendments thereof are hereby incorporated by reference and shall continue in effect during this extended term as if set forth herein.

CA File No. C-3505-A

IN WITNESS WHEREOF, the parties hereto have executed this Addendum
as of the day and year first above written.

AGREED TO AND ACCEPTED:

COUNTY OF DUTCHESS

TOWN OF BEEKMAN

(AMS)

By: *[Signature]*
Rachel Kashimer
Deputy County Executive

By: *[Signature]*
Town Supervisor

2023 NOV 29 AM 9:42

RECEIVED
CLERK OF THE
COUNTY OF DUTCHESS



November 27, 2023

Ms. Mary Covucci, Town Supervisor
Town of Beekman
4 Main Street
Poughquag, NY 12570

Re: Roof Replacement for Highway Garage Buildings No. 1 & No. 2.
Payment Request No 1.

Dear Supervisor Covucci:

I hope all is well.

I have reviewed Nuvista payment application No 001 and I have approved a payment of \$176,966.00.

During the demolition of the original roof, it was found that the existing sheathing needed to be replaced. An additional 52 sheets of plywood were needed and charged towards the contingency.

We will be preparing the final punch list for building no 1 on Thursday Nov 30th, based on our last visit the list should be

Thank you again for your time and please let us know if you have any questions.

Sincerely Yours.

Michael R. Berta, AIA
Architect

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements, as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS
Nuvista Designs Gen Contractors LLC		589 N Greenbush Rd, Blauvelt, NY 10913
FEIN	FOR WEEK ENDING:	PROJECT AND LOCATION
35-2665478	11/05/2023	Highway Garage Building Roof Replacement and General Repairs- 4 Main Street Poughquag, NY 12570
		PROJECT OR CONTRACTOR NO.

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST OF OT	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				M	T	W	T	F	S	S				FICA	WITH- HOLDINGS TAX	OTHER	TOTAL DEDUCTIONS		
				30	31	01	02	03	04	05									
Angel F Guaraca G, 14 Seabring St, Spring Valley, NY 10977		Roofer	S		8		8	8			24	\$53.50	\$1284.00	\$98.22	\$170.00		\$66.06	\$334.28	\$949.72
Jose Guaraca Guachilema, 214 Old Nyack Tpke, Spring Valley, NY 10977		Roofer	S		8		8	8			24	\$53.50	\$1284.00	\$98.22	\$170.00		\$66.06	\$334.28	\$949.72
Luis F Alvarez, 214 Old Nyack Tpk, Spring Valley, NY 10977		Painter	S		8		8	8			24	\$42.50	\$1020.00	\$78.03	\$112.00		\$50.34	\$240.37	\$779.63
Cristhian P Calza Yucaila, 214 Old Nyack Tpke, Spring Valley, NY 10977		Painter	S		8		8	8			24	\$42.50	\$1020.00	\$78.03	\$112.00		\$50.34	\$240.37	\$779.63
Henry Bolanos L, 589 Greenbush Rd, Blauvelt, NY 10913		Carpenter	S		8		8	8			24	\$54.17	\$1300.08	\$99.45	\$113.00		\$66.44	\$278.89	\$1021.19
Paul Alejandro Lopez Parra, 74 Ramapo Rd, Ramapo, NY 10923		Carpenter	S		8		8	8			24	\$54.17	\$1300.08	\$99.45	\$174.00		\$67.02	\$340.47	\$959.61
			S								0		\$0.00					\$0.00	\$0.00
			O								0		\$0.00					\$0.00	\$0.00
			S								0		\$0.00					\$0.00	\$0.00
			O								0		\$0.00					\$0.00	\$0.00

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR.

Date 11-16-23

I Roberto Belanos Member
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Navista Designs General Contractors LLC
 (Contractor or Subcontractor)

, that during the payroll period commencing on the 30

day of October, 2023, and ending the 05 day of November, 2023
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

Navista Designs General Contractors LLC from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE 

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements, as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> Nuvista Designs Gen Contractors LLC	SUBCONTRACTOR <input type="checkbox"/>	ADDRESS 589 N Greenbush Rd, Blauvelt, NY 10913
---	--	---

FEIN 35-2665478	FOR WEEK ENDING 11/12/2023	PROJECT AND LOCATION Highway Garage Building Roof Replacement and General Repairs- 4 Main Street Poughquag, NY 12570	PROJECT OR CONTRACTOR NO.
------------------------	-----------------------------------	---	---------------------------

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDINGS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY										FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
			M	T	W	T	F	S	S									
Angel F Guaraca G, 14 Seabring St, Spring Valley, NY 10977		Roofer	8	8	8	8	8			40	\$53.50	\$2140.00	\$163.71	\$362.00		\$120.83	\$646.54	\$1493.46
Jose Guaraca Guachilema, 214 Old Nyack Tpke, Spring Valley, NY 10977		Roofer	8	8	8	8	8			40	\$53.50	\$2140.00	\$163.71	\$362.00		\$120.83	\$646.54	\$1493.46
Luis F Alvarez, 214 Old Nyack Tpk, Spring Valley, NY 10977		Painter	8	8	8		8			32	\$42.50	\$1360.00	\$104.04	\$187.00		\$70.59	\$361.63	\$998.37
Cristhian P Caiza Yucaila, 214 Old Nyack Tpke, Spring Valley, NY 10977		Painter	8	8	8	8	8			40	\$42.50	\$1700.00	\$130.05	\$262.00		\$90.87	\$482.92	\$1217.08
Henry Bolanos L, 589 Greenbush Rd, Blauvelt, NY 10913		Carpenter	8	8	8	8	8			40	\$54.17	\$2166.80	\$165.76	\$234.00		\$121.39	\$521.15	\$1645.65
Paul Alejandro Lopez Parra, 74 Ramapo Rd, Gamerville, NY 10923		Carpenter	8	8	8	8	8			40	\$54.17	\$2166.80	\$165.76	\$369.00		\$122.86	\$657.62	\$1509.18
										0		\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00
										0		\$0.00					\$0.00	\$0.00

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 11-16-23

I Roberto Belanos Member
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

Nuvista Designs General Contractors LLC
 (Contractor or Subcontractor)

_____ , that during the payroll period commencing on the 06

day of November, 2023, and ending the 12 day of November, 2023
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said:

Nuvista Designs General Contractors LLC from the full.
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer, worker or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE [Signature]

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

AIA Document G702[®] - 1992

Application and Certificate for Payment

TO OWNER:	Town of Beckman 4 Main Street Poughquag, NY 12570	PROJECT:	Highway Garage Building Roof Replacement and General Repairs Building #1 & Alternative Building #2	APPLICATION NO: 001	Distribution to:
				PERIOD TO: October 30, 2023	OWNER: <input checked="" type="checkbox"/>
FROM	Roberto Bolanos	VIA		CONTRACT FOR:	ARCHITECT: <input checked="" type="checkbox"/>
CONTRACTOR:	Nuvista Designs General Contractors LLC 589 Greenbush Road Blauvelt, NY 10913	ARCHITECT:	Michael R. Berta, AIA Architecture & Planning 7 Robert Road Poughkeepsie, NY 12603	CONTRACT DATE: October 02, 2023	CONTRACTOR: <input checked="" type="checkbox"/>
				PROJECT NOS: / /	FIELD: <input type="checkbox"/>
					OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703[®], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	_____	\$482,000.00
2. NET CHANGE BY CHANGE ORDERS	_____	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	_____	\$482,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	_____	\$186,280.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	_____	\$0.00
b. 5 % of Stored Material (Column F on G703)	_____	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	_____	\$9,314.00
6. TOTAL EARNED LESS RETAINAGE	_____	\$176,966.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	_____	\$ 0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	_____	\$176,966.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	_____	
(Line 3 less Line 6)	\$295,720.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
By: [Signature]
State of: New York Date: 11-21-23

County of: Dutchess
Subscribed and sworn to before
me this 21st day of November 2023
by Roberto Carlos Bolanos Lopez
Notary Public: Carol Nichol
My Commission expires: 2/25/24

CAROL NICHOLSON
NOTARY PUBLIC, State of New York
No. 04N16182576
Qualified in Dutchess County
Commission Expires

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$176,966.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	0.00	\$0.00
TOTALS	0.00	\$0.00
NET CHANGES by Change Order		0.00

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Building No 1	\$ 177,000.00
Building No 2	\$ 262,375.00
2,000 sf Ext Plywood Sheathing	\$ 10,000 (62.5 Sheets of Plywood)
1,000 sf 5/8" Type "X" Gypsum Board	\$ 625.00 (31 Sheets of Gypsum Bd)
Contingency Allowance	\$ 30,000.00
Third Party Inspections	\$ 2,000.00
Total	\$482,000.00 (Includes allowances)

Unit Prices for Additional not Included

Ext Plywood Sheathing Per 4 x 8 sheet = \$160.00

5/8" Type "X" Gypsum Board Remove & Replace per SF \$ 20.00

Payment approved as follows:

\$177,000.00 For Building No 1

\$ 9,280.00 To be billed towards Contingency Allowance - \$20,720.00 remaining
(52 sheets of plywood needed)

\$186,280.00 Payment approved

-\$ 9,314.00 Minus Retainage

\$176,966.00 Payment approved

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS																	
Nuvista Designs Gen Contractors LLC		589 N Greenbush Rd, Blauvelt, NY 10913																	
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION										PROJECT OR CONTRACTOR NO.							
35-2665478	11/12/2023	Highway Garage Building Roof Replacement and General Repairs- 4 Main Street Poughquag, NY 12570																	
(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	ST or OT	4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				M	T	W	T	F	S	S				FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS		
				06	07	08	09	10	11	12									
HOURS WORKED EACH DAY																			
Angel F Guaraca G, 14 Seabring St, Spring Valley, NY 10977		Rofer	s	8	8	8	8	8			40	\$53.50	\$2140.00	\$163.71	\$362.00		\$120.83	\$646.54	\$1493.46
			o								0								
Jose Guaraca Guachilema, 214 Old Nyack Tpke, Spring Valley, NY 10977		Rofer	s	8	8	8	8	8			40	\$53.50	\$2140.00	\$163.71	\$362.00		\$120.83	\$646.54	\$1493.46
			o								0								
Luis F Alvarez, 214 Old Nyack Tpk, Spring Valley, NY 10977		Painter	s	8	8	8		8			32	\$42.50	\$1360.00	\$104.04	\$187.00		\$70.59	\$361.63	\$998.37
			o								0								
Cristhian P Caiza Yucaila, 214 Old Nyack Tpke, Spring Valley, NY 10977		Painter	s	8	8	8	8	8			40	\$42.50	\$1700.00	\$130.05	\$262.00		\$90.87	\$482.92	\$1217.08
			o								0								
Henry Bolanos L, 589 Greenbush Rd, Blauvelt, NY 10913		Carpinter	s	8	8	8	8	8			40	\$54.17	\$2166.80	\$165.76	\$234.00		\$121.39	\$521.15	\$1645.65
			o								0								
Paul Alejandro Lopez Parra, 74 Ramapo Rd, Gamerville, NY 10923		Carpinter	s	8	8	8	8	8			40	\$54.17	\$2166.80	\$165.76	\$369.00		\$122.86	\$657.62	\$1509.18
			o								0								
			s								0		\$0.00					\$0.00	\$0.00
			o								0								
			s								0		\$0.00					\$0.00	\$0.00
			o								0								
			s								0		\$0.00					\$0.00	\$0.00
			o								0								

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 11-16-23

Roberto Bolanos Member
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

Novista Designs General Contractors LLC
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 06
 day of November, 2023, and ending the 12 day of November 2023
 all persons employed on said project have been paid the full weekly wages earned, that no
 rebates have been or will be made either directly or indirectly to or on behalf of said

Novista Designs General Contractors LLC from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or
 indirectly from the full wages earned by any person, other than permissible deductions as
 defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the
 wage rates for laborers, workers, or mechanics contained therein are not less than the
 applicable wage rates contained in any wage determination incorporated into the contract; that
 the classifications set forth therein for each laborer, worker or mechanic conform with the work
 he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau
 of Apprenticeship and Training, United States Department of Labor, or if no such recognized
 agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United
 States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed
 in the above referenced payroll, payments of fringe benefits as listed in the
 contract have been or will be made to appropriate programs for the
 benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

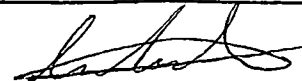
- Each laborer, worker, or mechanic listed in the above-referenced payroll has been
 paid, as indicated on the payroll, an amount not less than the sum of the
 applicable basic hourly wage rate plus the amount of the required fringe benefits
 as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR
 TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

WEEKLY PAYROLL

For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/>		ADDRESS	
Nuvista Designs Gen Contractors LLC		589 N Greenbush Rd, Blauvelt, NY 10913	
FEIN	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACTOR NO.
35-2665478	11/05/2023	Highway Garage Building Roof Replacement and General Repairs- 4 Main Street Poughquag, NY 12570	

(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			ST OF OT	M	T	W	T	F	S				S	FICA	WITH- HOLDING Tax	OTHER	TOTAL DEDUCTIONS			
			30	31	01	02	03	04	05											
Angel F Guaraca G, 14 Seabring St, Spring Valley, NY 10977		Roofer	s		8		8	8				24	\$53.50	\$1284.00	\$98.22	\$170.00		\$66.06	\$334.28	\$949.72
			o									0								
Jose Guaraca Guachilema, 214 Old Nyack Tpke, Spring Valley, NY 10977		Roofer	s		8		8	8				24	\$53.50	\$1284.00	\$98.22	\$170.00		\$66.06	\$334.28	\$949.72
			o									0								
Luis F Alvarez, 214 Old Nyack Tpk, Spring Valley, NY 10977		Painter	s		8		8	8				24	\$42.50	\$1020.00	\$78.03	\$112.00		\$50.34	\$240.37	\$779.63
			o									0								
Cristhian P Caiza Yucailla, 214 Old Nyack Tpke, Spring Valley, NY 10977		Painter	s		8		8	8				24	\$42.50	\$1020.00	\$78.03	\$112.00		\$50.34	\$240.37	\$779.63
			o									0								
Henry Bolanos L, 589 Greenbush Rd, Blauvelt, NY 10913		Carpinter	s		8		8	8				24	\$54.17	\$1300.08	\$99.45	\$113.00		\$66.44	\$278.89	\$1021.19
			o									0								
Paul Alejandro Lopez Parra, 74 Ramapo Rd, Gamerville, NY 10923		Carpinter	s		8		8	8				24	\$54.17	\$1300.08	\$99.45	\$174.00		\$67.02	\$340.47	\$959.61
			o									0								
			s									0		\$0.00					\$0.00	\$0.00
			o										0							
			s									0		\$0.00					\$0.00	\$0.00
			o										0							
			s									0		\$0.00					\$0.00	\$0.00
			o										0							

THIS CERTIFICATION MUST BE COMPLETED ON EACH WEEKLY PAYROLL FORM USED BY THE CONTRACTOR OR SUBCONTRACTOR

Date 11-16-23

I Roberto Bolanos Member
 (Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

Novista Designs General Contractors LLC
 (Contractor or Subcontractor)

_____, that during the payroll period commencing on the 30

day of October, 2023, and ending the 05 day of November 2023
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Novista Designs General Contractors LLC from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the wage rates for laborers, workers, or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer, worker or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

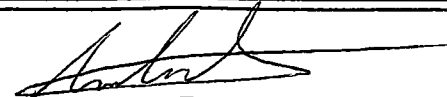
Each laborer, worker, or mechanic listed in the above-referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.

10

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author outlines the various methods used to collect and analyze the data. This includes both manual data entry and the use of specialized software tools. The goal is to ensure that the data is both accurate and easy to interpret.

The third part of the document provides a detailed breakdown of the results. It shows that there is a significant correlation between the variables being studied. This finding is supported by statistical analysis and is consistent with previous research in the field.

Finally, the document concludes with a series of recommendations for future research. It suggests that further studies should be conducted to explore the underlying causes of the observed trends. This will help to develop more effective strategies for managing the data.

PERFORMANCE CASH BOND AGREEMENT
OSORIO PROPERTY HOLDINGS, LLC
with
TOWN OF BEEKMAN

This Performance Bond Agreement (the "Agreement"), is hereby presented by Osorio Property Holdings, LLC ("Owner") whose address for purposes of this Agreement is 2729 Route 55, Beekman, New York 12570 to the Town of Beekman, a New York Municipal Corporation, whose address for the purposes of this Agreement is 4 Main Street, Poughquag, New York 12570 (the "Town") this ~~15th~~ ^{November 2023} day of ~~September~~, 2023, to induce the Town to sign the final site plan map and Special Use Permit ("Approved Site Plan") for 2729 Route 55, Beekman, New York 12570, Tax grid number 13200-6858-00-002921.

WHEREAS, the development and installation of certain public improvements on the Property are set forth in the approved plans and subject to a condition of the submission of a Performance Bond Agreement pursuant to Section 155-59(I) of the Town Code; and

WHEREAS, Town Law Section 277 requires that the developer guarantee the construction, installation and dedication of the required public improvements prior to issuance of any building permits; and

WHEREAS, the Owner has pledged a cash bond in the principal amount of THIRTY-FIVE THOUSAND EIGHT-HUNDRED FORTY-NINE and 00/100 DOLLARS (\$35,849.00) for the actions of Owner and Special Use Permit pursuant to its Resolutions of approval dated February 20, 2020 to previous owner Shane Furnia related to the development, construction, installation and completion of the improvements required by the Planning Board and in accordance with the Approved Site Plan; and

WHEREAS, Owner agrees, 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, and the Planning Board, jointly and severally, for the completion, construction and installation of the improvements required by the Approved Site Plan and Special Use Permit;

WHEREAS, Shane Furnia as Owner and applicant, sold the subject premises known as 2729 Route 55, Poughquag, New York 12570 to Osorio Property Holdings, LLC by deed dated April 20, 2023;

NOW, THEREFORE, Owner agrees to the following obligations for the completion, construction and installation of the improvements, installations and lot improvements related to the development of the Property pursuant to the Approved Site Plan:

1. Owner shall construct, install and complete the required improvements, installations, and lot improvements for the development of the Property in compliance with all requirements, standards and specifications of the Approved Site Plan pursuant to the terms of the

Resolution of approval received by the developer from the Town Planning Board dated February 20, 2020. The developer shall follow all other applicable rules and regulations of the Town within two (2) years from the date on which the Town Supervisor signs and certifies the Approved Site Plan.

2. Upon receipt by the Owner of written notice from the Planning Board stating that the Owner has failed to complete, construct and install the improvements, installations and lot improvements required by the Approved Site Plan, the Owner shall, at the option and direction of the Town, promptly and at the Owner's expense take one of the following actions:

(a) The Town shall be entitled to retain the cash bond until such time as the new Owner has satisfied all of the site plan and Special Use Permit conditions to the satisfaction of the Town Engineer and the Planning Board Attorney;

3. In the event the new Owner fails or refuses to satisfy all conditions of the above-referenced Resolution; the Town, at its sole option, may call the Bond and use the Bond to complete the alterations, provided the Town shall have provided notice of its intent to call the bond, in writing, to the new Owner on at least 10 days' notice prior to calling the bond.

4. In the event of default as provided herein, the Town shall apply the Bond and any accrued interest to the cost of completion of obligations required by the site plan approvals. Any amounts, including interest, remaining after the completion, shall be returned to the Owner. If the amount of the Bond is insufficient, Owner agrees to pay to the Town the amount of any deficiency and shall do so within thirty (30) days of the date of notice from the Town of the deficiency.

5. As additional security, Marvin Osorio, as Member, has agreed to be personally liable for any deficiency in the Bond amount, and by his signature below, acknowledges the same.

6. As additional security, Marvin Osorio and Osorio Property Holdings, LLC agree and consent to imposition of a lien of the Premises in the event that the Bond amount is found to be insufficient to complete the work remaining to be done as per the Resolution of Site Plan approval.

7. In the event of a deficiency in the Bond amount, the choice of remedy shall lie solely with the Town and the remedies are not exclusive.

8. Computation of damages attributable to Owner's breach and chargeable against the Bond shall include not only the direct cost of completion or correction, but also procurement costs, litigation costs, to include reasonable attorney's fees, reasonable administrative costs incurred by the Town, expenses due to delay caused by Owner, any maintenance and repair costs, and inspection fees.

9. Nothing herein shall limit the Town's authority to revoke any building permit, temporary certificate of occupancy, final certificate of occupancy or Special Use Permit pursuant to the applicable chapters of Town Code.

10. No certificate of occupancy shall be issued without proof that the property taxes to the Town for the property subject to the Panning Board application, are paid in full pursuant to Town Code.

11. The signatory below represents and warrant that he has authority to bind the entities set forth in the first paragraph hereof to the terms of this agreement.

12. Osorio Property Holdings, LLC further bonds its heirs, executors, administrators, successors or assigns, as the case may be, for the faithful performance of the obligations set forth in this Agreement.

13. Osorio Property Holdings, LLC further acknowledges that if any default remains in the performance of the obligations created hereunder, the Building Department and Town may consider all options available, including but not limited to, revocation of Special Use Permit and/or building permits unit such defaults are cured.

14. Notices to the Developer shall be sent to the following address:

Osorio Property Holdings, LLC
2729 Route 55
Poughquag, New York 12570
Attention: Marvin Osorio

Notices may be provided to such other address as new Owner may, from time to time, provide to the Town. Any required notice to Owner shall be deemed effective if given in writing, by registered or certified mail addressed to Owner in the name and at the address(es) stated below. Any notice to the Town shall be given in writing to the Planning Department. Notice of any change of address or change in legal status of the Owner shall be given to the Town promptly. The failure of Owner to provide notice of any change of address or legal status shall not provide a basis for a claim by Owner of lack of notice of intent to call the Bond, shall not constitute basis to claim lack of notice of the Town's intent to call the Bond, or otherwise entitle the Owner to any relief hereunder.

(INTENTIONALLY LEFT BLANK)

The signature of the new Owner is set out below in acknowledgement of this Bond Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument this ____ day of September, 2023.

OWNER :
Osorio Property Holdings, LLC

Shane Furnia, As applicant/Owner
and holder of Special Use Permit

By: *Marvin Osorio*
Marvin Osorio, Member

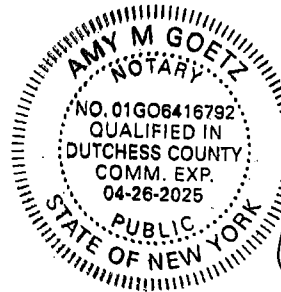
By: *Shane Furnia*
Shane Furnia

Personal guarantee of the foregoing:

Marvin Osorio
Marvin Osorio

TOWN OF BEEKMAN

By: *Mary Covucci*
Mary Covucci, Supervisor



12/26/2023

Amy Goetz

ACKNOWLEDGEMENT

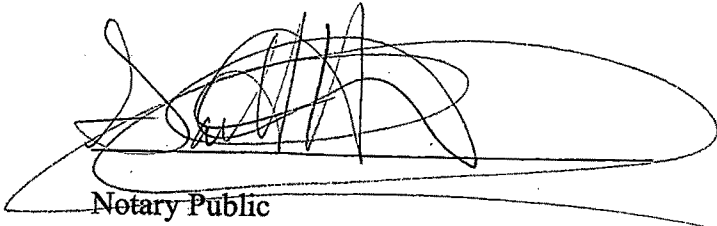
STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On this 13th day of September, 2023, before me personally appeared *Marvin Osorio*

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who acknowledged to be the President of Osorio Property Holdings, LLC and that as such, being authorized to do so, he executed the foregoing instrument for the purposes therein contained and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SAUN H HUTCHINGS
Notary Public - State of New York
NO. 01HU6427835
Qualified in Dutchess County
My Commission Expires Jan 3, 2026



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

RESOLUTION ESTABLISHING PERFORMANCE BOND

APPLICATION OF FURNIA COURT CONTRACTOR STORAGE

Date of Approval: February 20, 2020

Tax Parcel ID No(s): 132200- 6858-00-002921

Issued in accordance with The Town of Beekman Zoning Ordinance

This resolution is issued pursuant to Article XI: Special Use Permits and Site Plan Procedures, Sections 59(I), 60(M) and 60(N) of the Town of Beekman Code Chapter 155.

WHEREAS, the project sponsor has been granted conditional site plan and special use permit approval by the Town of Beekman Planning Board for proposes construction of a four-thousand (4,000) square-foot building on the subject parcel to be used as contractor storage, along with ancillary improvements including thirteen (13) off-street parking spaces, on-site wastewater treatment system, retaining wall, landscaping, lighting, etc., in accordance with the requirements of §§155-59 & 155-60 of the Town of Beekman Zoning Ordinance on February 20, 2020; and

WHEREAS, the project proposes certain improvements that if not completed could pose a hazard to health and safety, and/or could cause an adverse impact to the environment; and

WHEREAS, the project is of such a magnitude that erosion and sediment control measures must be instituted; and

WHEREAS, the project must provide a Performance Bond satisfactory to the Town Board and the Town Attorney; and

WHEREAS, the consulting engineer representing the project sponsor prepared an Erosion Control Bond Computation dated February 17, 2020 in the amount of \$35,849; and

WHEREAS, the consulting engineer representing the project sponsor suggested an inspection fee in the amount of 10% of the proposed bond amount, or \$3,584.90 dated February 17, 2020; and

WHEREAS, the Town Engineer has recommended that the bond amount necessary to meet the requirements of the Town of Beekman Ordinance with respect to satisfactorily restoring the site safe and stable conditions, with a total amount of \$35,849 is acceptable and that the inspection fee provides

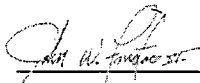
reasonable amount of time to periodically inspect the site during the course of construction and to provide a final site walk-through prior to the issuance of a certificate of occupancy; and

THEREFORE BE IT RESOLVED THAT the Planning Board hereby recommends to the Town Board of the Town of Beekman that the Performance Bond in the amount of \$35,849 be accepted subject to the review and approval of the Town Attorney, and that an inspection fee of \$3,584.90 be submitted to the Town Comptroller’s Office; and

THEREFORE BE IT FURTHER RESOLVED THAT The Performance Bond and inspection fee shall be submitted prior to issuance of a building permit.

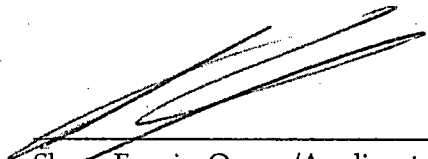
The vote of the Planning Board was as follows:

Chairman John Frustace III	<u>Aye</u>
Member Peter Poltrack	<u>Absent</u>
Member Michael Gallina	<u>Aye</u>
Member Rob Lopane	<u>Aye</u>
Member Douglas Florance	<u>Aye</u>
Member Faye Garito	<u>Aye</u>
Member Jayson Abbatantuono	<u>Aye</u>



John Frustace III, Chairman

March 4, 2020
Date



Shane Furnia, Owner/Applicant

Dec 5, 2020
Date

EROSION CONTROL BOND COMPUTATION
FURNIA CONTRACTOR STORAGE
TOWN OF BEEKMAN

2/17/2020

ITEM	ORIGINAL QUANTITY	UNIT	UNIT PRICE TOWN CODE ITEMS	(ADJUSTED) VALUE TOWN CODE ITEMS
SURFACE AND STABILIZATION GRADING	0.98	Acre	\$ 10,000.00	\$9,800
SILT FENCE	400	L.F.	\$ 2.50	\$1,000
HYDROSEEDING CONSTRUCTION	0.98	Acre	\$ 3,000.00	\$2,940
ENTRANCE	1.00	EA	\$ 1,500.00	\$1,500
DIVERSION SWALE	300	L.F.	\$ 5.00	\$1,500
CATCH BASIN	1	EA	1500.00	\$1,500
CATCH BASIN INLET PROTECTION	1	EA	500.00	\$500
STORMWATER PIPING	45	L.F.	30.00	\$1,350
STORM PIPE OUTLET PROTECTION	1	EA	500.00	\$500
EVERGREEN HEDGE ROW CONSTRUCTION	24	EA	250	\$6,000
DRIVEWAY ENTRANCE ON NEIGHBORS LOT	1	EA	3000.00	\$3,000
REMOVAL OF EROSION CONTROL DEVICES UPON STABILIZATION OF SITE	1.00	LUMP SUM	3000.00	\$3,000
TOTAL				\$ 32,590.00
CONTINGENCY 10%				\$35,849.00
INSPECTION FEE 10%				\$ 3,584.90

RESOLUTION NO. 2023-_____

RESOLUTION ACCEPTING A PERFORMANCE CASH BOND AGREEMENT FOR THE
FURNIA CONTRACTOR STORAGE YARD

WHEREAS, Shane Furnia filed an application for a site plan and special use permit for a contractor storage yard with the Town of Beekman Planning Board for a certain parcel in the Town of Beekman designated as Tax Parcel ID # 132200-6858-00-002921 entitled “Furnia Court Contractor Storage”; and

WHEREAS, on February 20, 2020, the Town of Beekman Planning Board issued a resolution granting site plan and special use permit approval for the Furnia Court Contractor Storage Yard which proposes construction of a four-thousand (4,000) square-foot building on the subject parcel to be used as contractor storage, along with ancillary improvements including thirteen (13) off-street parking spaces, on-site wastewater treatment system, retaining wall, landscaping and lighting in accordance with Sections 155-59 & 155-60 of the Town of Beekman Zoning Ordinance; and

WHEREAS, Town Law §277 requires a developer of a proposed site plan/special use permit to guarantee the construction, installation, and dedication of the improvements required by the Resolution of approval, prior to issuance of any building permits; and

WHEREAS, the Town Engineer, Hudson Land Design, calculated the amount of the guarantee for construction of the improvements to be \$35,849.00; and

WHEREAS, by deed dated April 20, 2023, Osorio Property Holdings, LLC (“Owner”) acquired title to the Premises from Shane Furnia; and

WHEREAS, the Owner and prior owner Shane Furnia executed a Performance Cash Bond Agreement which requires it to complete the required public improvements for the subject property; and

WHEREAS, the owner has tendered to the Town of Beekman a cash bond in the amount of \$35,849.00 securing the obligations to construct the improvements as set forth in the Performance Agreement; and

WHEREAS, the Attorney to the Town, has reviewed, examined and approved the aforementioned Performance Agreement and Cash Bond Agreement and has issued his approval;

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Town Board hereby accepts the Performance Agreement executed by Osorio Property Holdings, LLC, by Marvin Osorio as Member, with an address of 2729 Route 55, Poughquag, New York 12570 to guarantee the construction and dedication of the public improvements shown on the Furnia Court Contractor Storage Yard site plan and special use permit, as required by the Town of Beekman Planning Board Resolution of Approval dated February 20, 2020.

2. The Town Board hereby accepts the Performance Cash Bond Agreement effective November 13, 2023, signed by original applicant Shane Furnia and new owner Osorio Property Holdings, LLC in favor of the Town of Beekman in the sum of \$35,849.00 as security for the Performance Agreement to construct the public improvements pursuant to Town Law §277 and authorizes the Town Supervisor to sign the agreement on behalf of the Town.
3. The Town Clerk is hereby directed to file the Cash Bond Agreement in her files with a copy to the Planning Department upon signing of the agreement by the Supervisor.

Dated: Beekman, New York
November 28, 2023

CONGRESSMAN LAWLER PROUDLY PRESENTS

VETERANS YEAR

Congressman Lawler will be hosting his

Veterans *of the* Year Ceremony

honoring veterans from across the
17th Congressional District for their incredible
contributions to our community.

Tuesday, December 19th at 3 PM

Putnam County Bureau of Emergency Services

112 Old Rte 6, Carmel Hamlet

the heroes that walk among us.

VETERANS

YEAR

Nominate a veteran who has made
an indelible mark on our community
for special recognition!

please visit nyveteranoftheyear.com

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

Town of Beekman

and

South Green Haven Solar 1, LLC

Dated as of 12-20, 2023

RELATING TO THE PREMISES LOCATED AT 97 S GREEN
HAVEN ROAD (TAX MAP 6757-00-082660-0000) IN THE TOWN
OF BEEKMAN, DUTCHESS COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between South Green Haven Solar 1, LLC (the "Owner"), a Delaware Limited Liability Company, with a principal place of business located at 22 Century Hill Drive, Suite 303, Latham, New York 12110; and

the Town of Beekman, New York, (the "Town"), a municipal corporation duly established in Dutchess County with a principal place of business located 4 Main Street, Poughquag, NY 12570;

the Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately 3.2 Megawatts AC on a parcel of land located within the Town at 97 S Green Haven Rd, Beekman 12582, and identified as Tax Map# 6757-00-082660-0000, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby

agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL § 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487(4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$197.16 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two and one half percent (2.5 %) per year. Based on the Capacity of 3.2 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 3.2 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or

upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Beekman and mailed to the Town of Beekman, c/o the Supervisor's Office, at 4 Main Street, Poughquag, NY 12570 and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations

established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Attn: South Green Haven Solar 1, LLC
c/o New Leaf Energy, Inc.
22 Century Hill Drive, Suite 303
Latham, New York 12110

If to the Taxing Jurisdiction:

Attn: Town Supervisor
Town of Beekman
4 Main Street
Poughquag, NY 12570

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT

payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement; or
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered

illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

SOUTH GREEN HAVEN SOLAR 1, LLC

Sara Dimitri
Name

Authorized Signer
Title

1/2/2024
Date

TOWN OF BEEKMAN

Ray B. Covatta
Name

Supervisor

12-20-23
Date

**Exhibit A
To
Memorandum of Option and Lease Agreement**

The Premises is legally described as follows:

LAND

Lease Area 1

DESCRIPTION OF A 9.951 ACRE PARCEL OF LAND LOCATED IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHES, 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.

Lease Area 2

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.

Access and Utility Easement

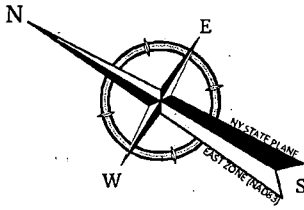
DESCRIPTION OF A 1.308 ACRE PARCEL OF LAND LOCATED IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS, STATE OF NEW YORK IN ACCORDANCE WITH A PLAN ENTITLED UTILITY / ACCESS EASEMENT EXHIBIT DATED AUGUST 6, 2022.

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.



LANDS N/F
LYLA 22, LLC
DOC.# 22016-3475
TAX ID: 6757-00-137739

S53° 46' 48"E
237.44'

LANDS N/F
MAURICE L
CONDON, INC.
L-1339
P-887
TAX
ID: 6657-00-991742

CAPPED
REBAR SET

Line Table		
Line #	Direction	Length
L1	N40°31'08"W	48.47
L2	S49°28'52"W	47.99

LANDS N/F
DITRON INC.
L-1894 P-270
TAX ID: 6757-00-018688

LANDS N/F
CAROLYN DICKSON,
TRUSTEE
DOC.# 22020-4853
TAX ID: 6757-00-082660



SCALE: 1" = 200'

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as **MASER**

Copyright © 2023, Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, revised, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

PRELIMINARY SITE PLAN
FOR
NEW LEAF
ENERGY

TAX PARCEL ID NO.
6757-00-082660
TOWN OF BEEKMAN
COUNTY OF DUTCHESS
STATE OF NEW YORK



PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION
OF EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE
Know what's below.
Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
VISIT: WWW.CALL811.COM



Engineering & Design

ALBANY
18 Computer Drive East,
Suite 203
Albany, NY 12205
Phone: 518.459.3252

COLLIERS ENGINEERING & DESIGN, INC. P.C.
DOING BUSINESS AS MASER CONSULTING
ENGINEERING & LAND SURVEYING

LEASE AREA 1 EXHIBIT

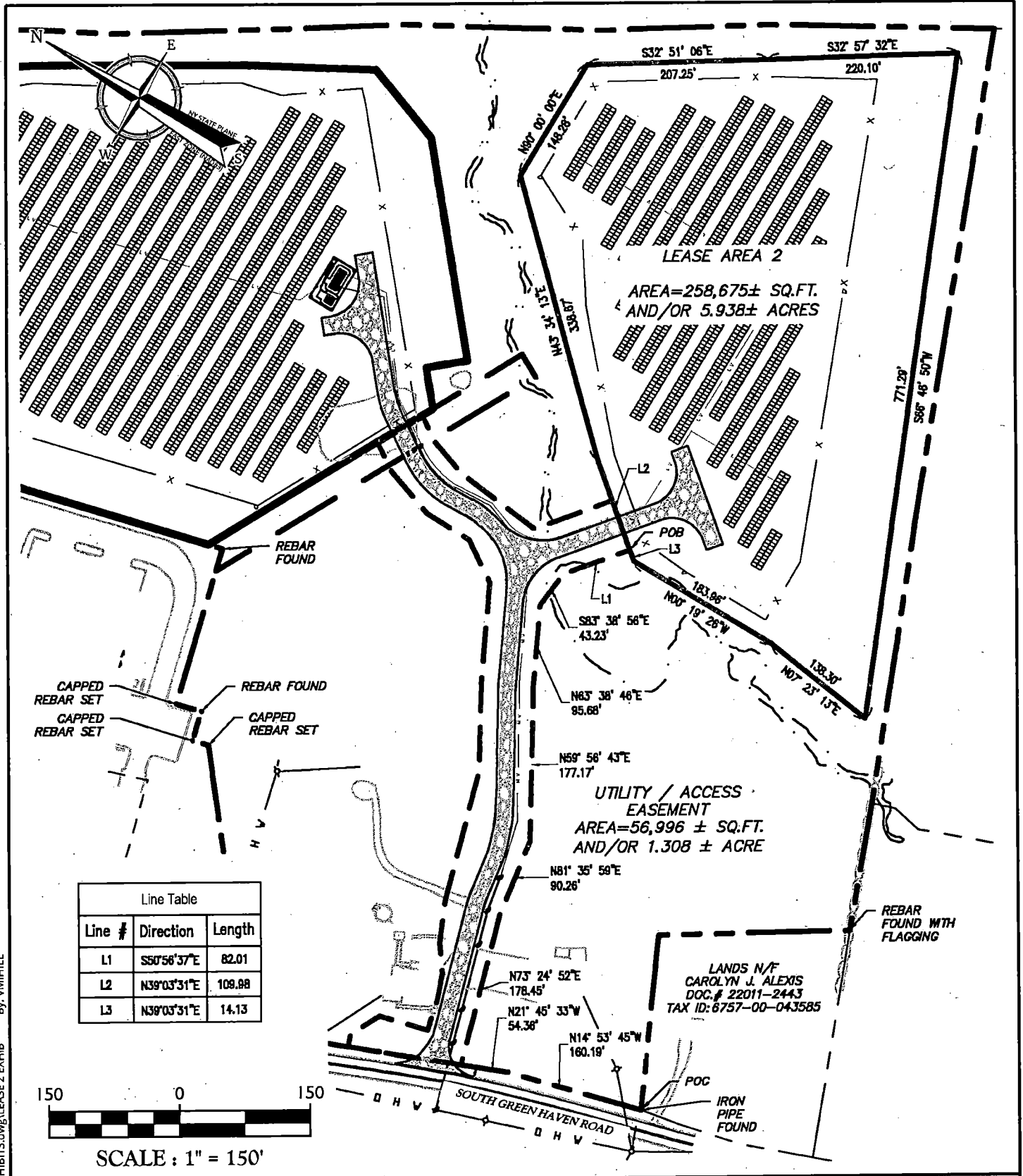
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	8/06/22	MRH	PTV
PROJECT NUMBER:	DRAWING NAME:		
21002714A	BSS_V_EXHIBITS		

SHEET TITLE:

LEASE AREA 1

SHEET NUMBER:

1 of 1



2021\21\002714A\Survey\Plans\BSS_V-EXHIBITS.dwg\LEASE 2 EXHIB BY: VMHILL

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as **MASER**

Copyright © 2023, Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, distorted, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

PRELIMINARY SITE PLAN
 FOR
NEW LEAF ENERGY

TAX PARCEL ID NO.
 6757-00-082660
 TOWN OF BEEKMAN
 COUNTY OF DUTCHESS
 STATE OF NEW YORK



Know what's below.
 Call before you dig.
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS
 VISIT: WWW.CALL811.COM

PROTECT YOURSELF
 ALL STATES REQUIRE NOTIFICATION
 OF EXCAVATORS, OR OWNERS, OR
 ANY PERSON PREPARING TO
 DISTURB THE EARTH'S SURFACE
 ANYWHERE IN ANY STATE



Colliers Engineering & Design

ALBANY
 18 Computer Drive East,
 Suite 203
 Albany, NY 12205
 Phone: 518.459.3252

COLLIERS ENGINEERING & DESIGN, C.L.P.C.
 ENGINEERING & DESIGN CORPORATION
 ENGINEERING & LAND SURVEYING

LEASE AREA 2 EXHIBIT

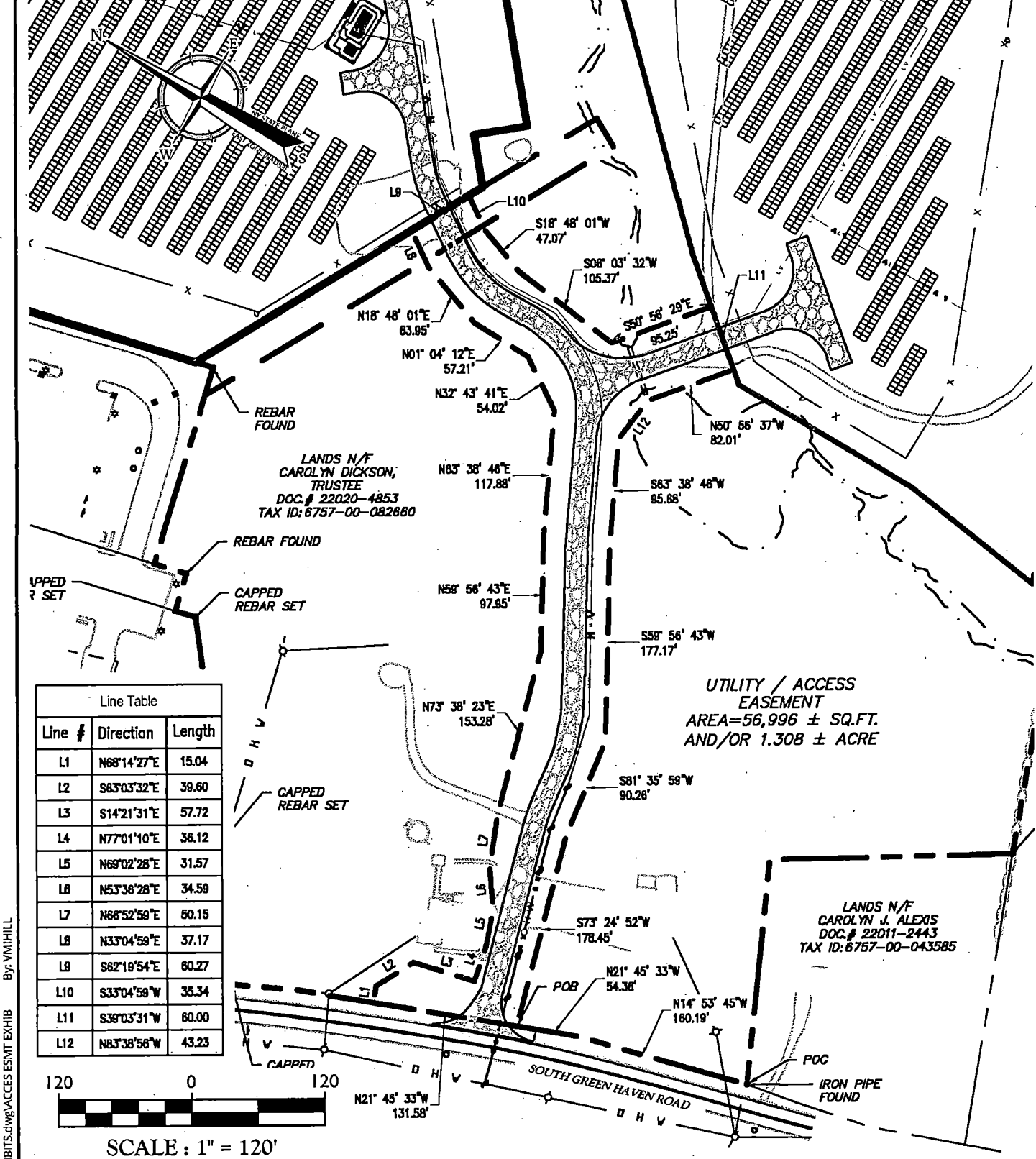
SCALE: AS SHOWN	DATE: 8/06/22	DRAWN BY: MRH	CHECKED BY: PTV
PROJECT NUMBER: 21002714A	DRAWING NAME: BSS_V-EXHIBITS		

SHEET TITLE:

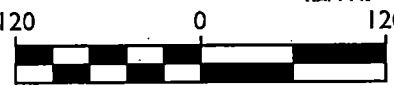
LEASE AREA 2

SHEET NUMBER:

1 of 1



Line Table		
Line #	Direction	Length
L1	N68°14'27"E	15.04
L2	S83°03'32"E	39.60
L3	S14°21'31"E	57.72
L4	N77°01'10"E	38.12
L5	N69°02'28"E	31.57
L6	N53°38'28"E	34.59
L7	N66°52'59"E	50.15
L8	N33°04'59"E	37.17
L9	S82°18'54"E	60.27
L10	S33°04'59"W	35.34
L11	S39°03'31"W	60.00
L12	N83°38'56"W	43.23



SCALE : 1" = 120'

UTILITY / ACCESS
EASEMENT
AREA=56,996 ± SQ.FT.
AND/OR 1.308 ± ACRE

LANDS N/F
CAROLYN J. ALEXIS
DOC. # 22011-2443
TAX ID: 6757-00-043585

LANDS N/F
CAROLYN DICKSON,
TRUSTEE
DOC. # 22020-4853
TAX ID: 6757-00-082660

2021\21002714A\Survey\Plans\BSS_V-EXHIBITS.dwg\ACCESS ESMT-EXHIB By: VMHILL

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as **MASER**

Copyright © 2021, Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is related. This drawing may not be copied, reprinted, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

PRELIMINARY SITE PLAN
FOR
NEW LEAF
ENERGY

TAX PARCEL ID NO.
6757-00-082660
TOWN OF BEEKMAN
COUNTY OF DUTCHESS
STATE OF NEW YORK



PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION
OF EXCAVATIONS, TRENCHES, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE
Know what's below.
Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
VISIT: WWW.CALL811.COM



ALBANY
18 Computer Drive East,
Suite 203
Albany, NY 12205
Phone: 518.459.3252
COLLIERS ENGINEERING & DESIGN CL, P.C.
OPERATING THROUGH A MASSACHUSETTS
ENGINEERING & LAND SURVEYING

UTILITY / ACCESS EASEMENT EXHIBIT

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	8/06/22	MRH	PTV
PROJECT NUMBER:	DRAWING NAME:		
21002714A	BSS_V-EXHIBITS		

SHEET TITLE:

UTILITY / ACCESS EASEMENT

SHEET NUMBER:
1 of 1

EXHIBIT B

Year	Payment Amount
1	\$630.92
2	\$648.27
3	\$666.10
4	\$684.41
5	\$703.24
6	\$722.57
7	\$742.45
8	\$762.86
9	\$783.84
10	\$805.40
11	\$827.55
12	\$850.30
13	\$873.69
14	\$897.71
15	\$922.40

RESOLUTION NO. 11:28:23-6

RE: APPROVING PAYMENT IN LIEU OF TAXES AGREEMENT WITH SOUTH GREENHAVEN SOLAR 1, LLC

WHEREAS, South Greenhaven Solar 1, LLC has proposed a 3.2 MWac solar project to be located at 97 South Greenhaven Road (the "Project") in the Town of Beekman (the "Town"); and

WHEREAS, the Town sought a Payment in Lieu of Taxes ("PILOT") Agreement for the Project under Real Property Tax Law § 487; and

WHEREAS, the Town and South Greenhaven Solar 1, LLC have negotiated a PILOT Agreement that both parties are satisfied with; and

WHEREAS, the PILOT Agreement is for a term of fifteen (15) years per Real Property Tax Law § 487; and

WHEREAS, the PILOT Agreement contemplates a payment in Year 1 of \$630.92 and then escalating at 2.5% each year thereafter; and

WHEREAS, the payment shall be made in accordance with the terms and conditions in the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Beekman as follows:

1. The Town Board finds the proposed PILOT Agreement between the Town and South Greenhaven Solar 1, LLC acceptable as negotiated.
2. The Town hereby accepts the proposed PILOT Agreement and authorizes the Supervisor to execute the same.
3. The Town Board hereby authorizes the Town Attorney to take any and all necessary action to finalize and effectuate said PILOT Agreement with South Greenhaven Solar 1, LLC.
4. This resolution is effective immediately.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler **AYE**

Councilman Battaglini **AYE**

Councilman Lemak **AYE**

Councilwoman Woehrman **AYE**

Supervisor Covucci **AYE**

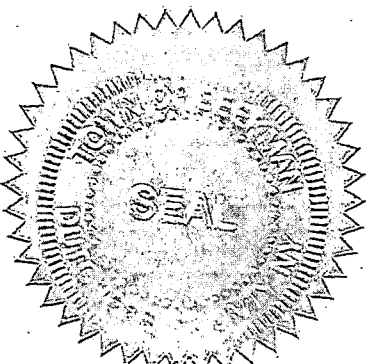
Dated: November 28, 2023

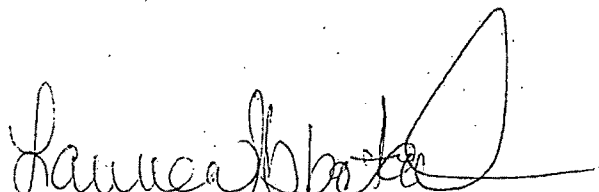
CERTIFICATION

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 28th day of November, 2023 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 20th day of December, 2023




LAUREEN ABBATANTUONO
TOWN CLERK

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

Town of Beekman

and

South Green Haven Solar 1, LLC

Dated as of 12-20, 2023

RELATING TO THE PREMISES LOCATED AT 97 S GREEN
HAVEN ROAD (TAX MAP 6757-00-082660-0000) IN THE TOWN
OF BEEKMAN, DUTCHESS COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between South Green Haven Solar 1, LLC (the "Owner"), a Delaware Limited Liability Company, with a principal place of business located at 22 Century Hill Drive, Suite 303, Latham, New York 12110; and

the Town of Beekman, New York, (the "Town"), a municipal corporation duly established in Dutchess County with a principal place of business located 4 Main Street, Poughquag, NY 12570;

the Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately 3.2 Megawatts AC on a parcel of land located within the Town at 97 S Green Haven Rd, Beekman 12582, and identified as Tax Map# 6757-00-082660-0000, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby

agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL § 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487(4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$197.16 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two and one half percent (2.5 %) per year. Based on the Capacity of 3.2 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 3.2 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or

upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Beekman and mailed to the Town of Beekman, c/o the Supervisor's Office, at 4 Main Street, Poughquag, NY 12570 and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations

established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Attn: South Green Haven Solar I, LLC
c/o New Leaf Energy, Inc.
22 Century Hill Drive, Suite 303
Latham, New York 12110

If to the Taxing Jurisdiction:

Attn: Town Supervisor
Town of Beekman
4 Main Street
Poughquag, NY 12570

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT

payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement; or
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered

illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

SOUTH GREEN HAVEN SOLAR 1, LLC

Jara Dimitri
Name

Authorized Signer
Title

1/2/2024
Date

TOWN OF BEEKMAN

Ray B. Covatta
Name

Supervisor

12-20-23
Date

EXHIBIT A

Description of Land

[TO BE ADDED BEFORE EXECUTION]

Exhibit A
To
Memorandum of Option and Lease Agreement

The Premises is legally described as follows:

LAND

Lease Area 1

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.

Lease Area 2

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.

Access and Utility Easement

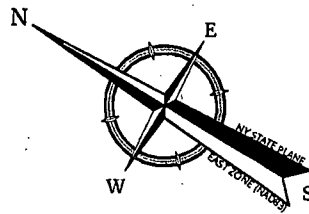
DESCRIPTION OF A 1.308 ACRE PARCEL OF LAND LOCATED IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS, STATE OF NEW YORK IN ACCORDANCE WITH A PLAN ENTITLED UTILITY / ACCESS EASEMENT EXHIBIT DATED AUGUST 6, 2022.

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.



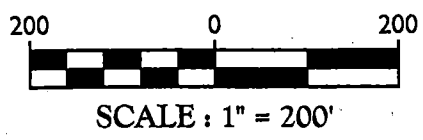
LANDS N/F
LYLA 22, LLC
DOC.# 22016-3475
TAX ID: 6757-00-137739

LANDS N/F
MAURICE L.
CONDON, INC.
L-1339
P-887
TAX
ID: 6857-00-991742

LANDS N/F
DITRON INC.
L-1894 P-270
TAX ID: 6757-00-018888

LANDS N/F
CAROLYN DICKSON,
TRUSTEE
DOC.# 22020-4853
TAX ID: 6757-00-082660

Line Table		
Line #	Direction	Length
L1	N40°31'08"W	48.47
L2	S49°28'52"W	47.89



Colliers Engineering & Design

www.colliersengineering.com



Copyright © 2013, Colliers Engineering & Design. All Rights Reserved. This document and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, revised, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

PRELIMINARY SITE PLAN
FOR
NEW LEAF
ENERGY

TAX PARCEL ID NO.
6757-00-082660
TOWN OF BEEKMAN
COUNTY OF DUTCHESS
STATE OF NEW YORK

811
PROTECT YOURSELF
ANYTIME YOU REQUIRE NOTIFICATION OF
EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE
Know what's below.
Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
VISIT: WWW.CALL811.COM

Colliers
Engineering & Design
ALBANY
18 Computer Drive East,
Suite 203
Albany, NY 12205
Phone: 518.459.3252
COLLIERS ENGINEERING & DESIGN CO., P.C.
CORPORATE OFFICE: 100 ALBANY STREET, ALBANY, NY 12205

LEASE AREA 1 EXHIBIT

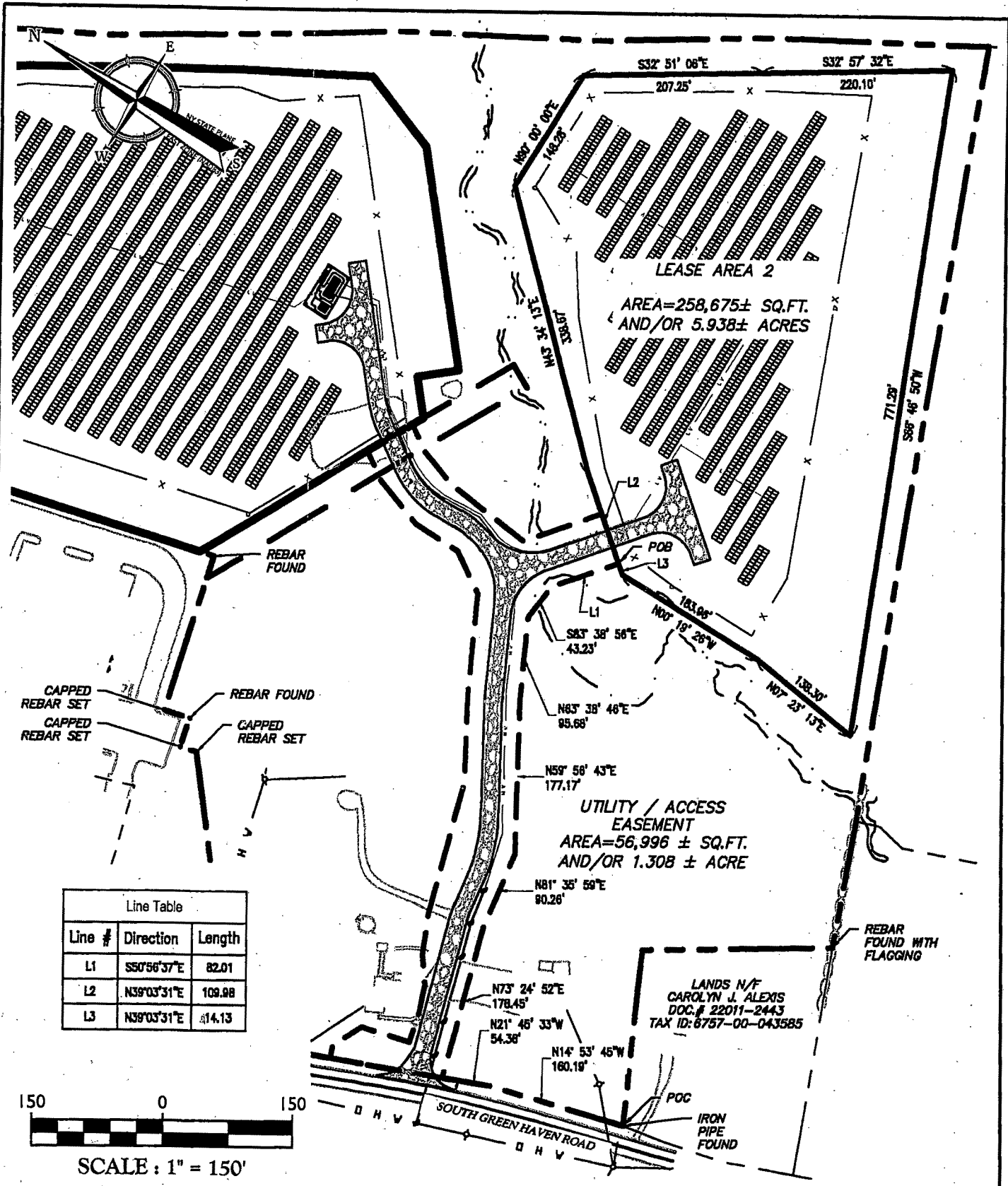
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	8/06/22	MRH	PTV
PROJECT NUMBER:	DRAWING NAME:		
21002714A	BSS_V-EXHIBITS		

SHEET TITLE:

LEASE AREA 1

SHEET NUMBER:
1 of 1

2021\21002714A\SurveyPlans\BSS_V-EXHIBITS.dwg\LEASE 1 EXHIB



2021\21002714A\Survey\Plans\BSS_V-EXHIBITS.dwg\LEASE 2 EXHIB

Colliers Engineering & Design

www.colliersengineering.com

Doing Business as **MASER**

Copyright © 2021, Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is intended for use only by the party for whom the services were created or to whom it is certified. This drawing may not be copied, reused, altered, printed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

PRELIMINARY SITE PLAN
 FOR
NEW LEAF ENERGY

TAX PARCEL ID NO.
 6757-00-082660
TOWN OF BEEKMAN
COUNTY OF DUTCHESS
STATE OF NEW YORK



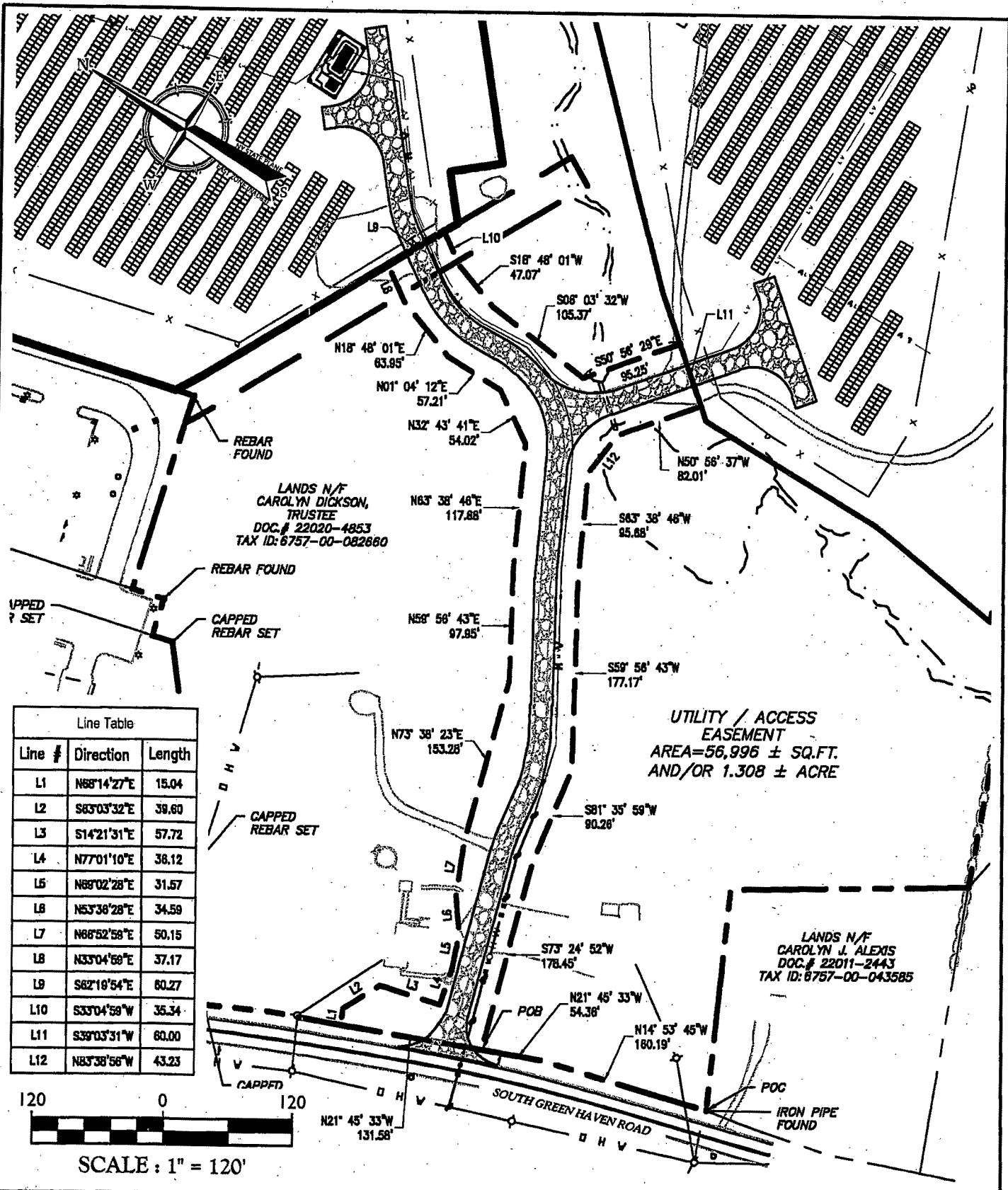
Know what's below.
 Call before you dig.
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS
 VISIT: WWW.CALL811.COM

Colliers Engineering & Design
 ALBANY
 18 Computer Drive East,
 Suite 203
 Albany, NY 12205
 Phone: 518.459.3252
COLLIERS ENGINEERING & DESIGN, P.C.
 A PROFESSIONAL CORPORATION
 LICENSED ENGINEERS & LAND SURVEYORS

LEASE AREA 2 EXHIBIT

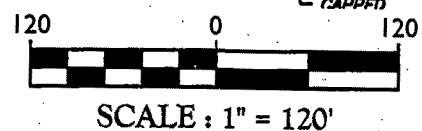
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	8/06/22	MRH	PTV
PROJECT NUMBER:	DRAWING NAME:		
21002714A	BSS_V-EXHIBITS		

SHEET TITLE:
LEASE AREA 2
 SHEET NUMBER:
 1 of 1



Line Table

Line #	Direction	Length
L1	N68°14'27"E	15.04
L2	S43°03'32"E	39.60
L3	S142°1'31"E	57.72
L4	N77°01'10"E	38.12
L5	N88°02'28"E	31.57
L8	N53°38'28"E	34.59
L7	N66°52'58"E	50.15
L8	N33°04'58"E	37.17
L9	S82°18'54"E	60.27
L10	S33°04'58"W	35.34
L11	S39°03'31"W	60.00
L12	N83°38'56"W	43.23



2021121002714A(Survey)Plans\BSS_V-EXHIBITS.dwg\ACCESS ESNT\ EXHIB BY: VMHILL

Colliers Engineering & Design

www.colliersengineering.com
Doing Business as **MASER**

Copyright © 2021, Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were calculated to be unless it is verified. This drawing may not be copied, revised, disclosed, distributed or relied upon for any use or purpose without the express written consent of Colliers Engineering & Design.

PRELIMINARY SITE PLAN
FOR
NEW LEAF ENERGY

TAX PARCEL ID NO.
6757-00-082660
TOWN OF BEEKMAN
COUNTY OF DUTCHESS
STATE OF NEW YORK

811
PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION
OF EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE.
Know what's below.
Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
VISIT: WWW.CALL811.COM

Colliers Engineering & Design
ALBANY
18 Computer Drive East,
Suite 203
Albany, NY 12205
Phone: 518.459.3252
COLLIERS ENGINEERING & DESIGN, P.C.
DOES BUSINESS AS MASER CONSULTING
ENGINEERING & LAND SURVEYING

UTILITY / ACCESS EASEMENT EXHIBIT

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	8/06/22	MRH	PTV
PROJECT NUMBER:	DRAWING NAME:		
21002714A	BSS_V-EXHIBITS		

SHEET TITLE:
UTILITY / ACCESS EASEMENT
SHEET NUMBER:
1 of 1

EXHIBIT B

Year	Payment Amount
1	\$630.92
2	\$648.27
3	\$666.10
4	\$684.41
5	\$703.24
6	\$722.57
7	\$742.45
8	\$762.86
9	\$783.84
10	\$805.40
11	\$827.55
12	\$850.30
13	\$873.69
14	\$897.71
15	\$922.40

RESOLUTION NO. 11:28:23-6

RE: APPROVING PAYMENT IN LIEU OF TAXES AGREEMENT WITH SOUTH GREENHAVEN SOLAR 1, LLC

WHEREAS, South Greenhaven Solar 1, LLC has proposed a 3.2 MWac solar project to be located at 97 South Greenhaven Road (the "Project") in the Town of Beekman (the "Town"); and

WHEREAS, the Town sought a Payment in Lieu of Taxes ("PILOT") Agreement for the Project under Real Property Tax Law § 487; and

WHEREAS, the Town and South Greenhaven Solar 1, LLC have negotiated a PILOT Agreement that both parties are satisfied with; and

WHEREAS, the PILOT Agreement is for a term of fifteen (15) years per Real Property Tax Law § 487; and

WHEREAS, the PILOT Agreement contemplates a payment in Year 1 of \$630.92 and then escalating at 2.5% each year thereafter; and

WHEREAS, the payment shall be made in accordance with the terms and conditions in the PILOT Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Beekman as follows:

1. The Town Board finds the proposed PILOT Agreement between the Town and South Greenhaven Solar 1, LLC acceptable as negotiated.
2. The Town hereby accepts the proposed PILOT Agreement and authorizes the Supervisor to execute the same.
3. The Town Board hereby authorizes the Town Attorney to take any and all necessary action to finalize and effectuate said PILOT Agreement with South Greenhaven Solar 1, LLC.
4. This resolution is effective immediately.

Introduced: COUNCILMAN STIEGLER

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Stiegler	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman, Wohrman	AYE
Supervisor Covucci	AYE

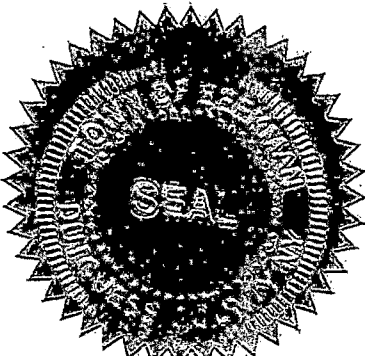
Dated: November 28, 2023

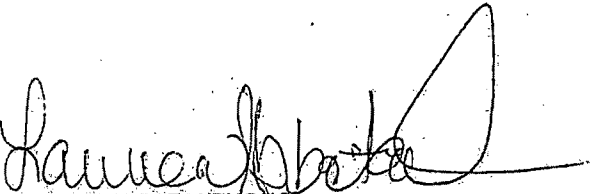
CERTIFICATION

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 28th day of November, 2023 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 20th day of December, 2023




LAUREEN ABBATANTUONO
TOWN CLERK

Bill To:	Town Of Beekman, NY		
Ship to:	TBD		
End User:	Town Of Beekman, NY		
End User Contact:	Tony Coviello/Kevin Cooper	PO#	112123
Quote#	PRH112223	Order Date:	11/20/23
Dealer Contact:	Trius Inc. - Tom Iacobellis	Quote Date:	09/15/23
DLR Phone / Fax:		Requested ship date:	ASAP
Dealer Email:		Sourcewell Contract #	070821-TGR
		Sourcewell Member #	
		Quote valid for 30 days	



Please direct questions to:
 Ph: 800-843-6849 EXT 3
 email: all quotes in excel format
 to: orders@tiger-mowers.com

Shipping Instruction

SIDE FLAIL - SUPER DUTY

SIDE SHIFT - Rotary or Flail You must select one item from Section 1, 2 & 3 for a complete Side Flail Mower.

Qty	Order Code	Description	Approx. lbs	List Price	Disc	Sourcewell Price
Add tractor on next line when required						
1	5075E	Cab MEWD 12x12 Pwr-Rev.Trans. Mech Seal 3-Cylinder	6702	\$ 62,750	18%	\$ 51,455.00
SECTION 1 - Choose a Base Unit						
1	SMF-SDB	Mid-mount Side Flail Mower with Hydraulic Combo Lift & Tilt system	1350	\$ 16,366	18%	\$ 13,436.52
INCLUDES: Tractor Mount Kit, Mower Hydraulic Drive System, Travel Safety Lock						
SECTION 2 - Choose a Cutter Head						
1	TSF-63SD	Flail, Side, 63" Cutter Head, STANDARD CUT	790	\$ 14,456	18%	\$ 11,853.92
	TSF-63SDG	Flail, Side, 63" Cutter Head, SMOOTH CUT	790	\$ 14,531	18%	\$ -
	TSF-75SD	Flail, Side, 75" Cutter Head, STANDARD CUT	871	\$ 14,648	18%	\$ -
	TSF-75SDG	Flail, Side, 75" Cutter Head, SMOOTH CUT	871	\$ 14,722	18%	\$ -
INCLUDES: Cutter Head, Front & Rear Guards						
SECTION 3 - Choose a Hydraulic Controls Option						
1	H KIT	Hydraulic Hose Kit to Tractor Remotes	25	\$ 1,216	18%	\$ 997.12
	2SPV-F	Valve, 2 spool, stand, hoses and cable control	85	\$ 4,686	18%	\$ -
INCLUDES: Mower On/Off Switch box						
SECTION 4 - Installation Charge						
1	Factory Mnt	Installation of complete mower system		\$ 6,125	18%	\$ 5,022.50
	Field Mnt	Installation of complete mower system		\$ 6,125	18%	\$ -
SECTION 5 - SIDE MOUNT MOWER OPTIONS						
	06200085	Adaptor Kit for 45 degree shield application	12	\$ 83	18%	\$ -
	06200129	Deflector Shield 63" SDC	28	\$ 306	18%	\$ -
	06200220	Deflector Shield 75" SDC	36	\$ 380	18%	\$ -
1	06744053	Knife Kit, 63" SD Flail (knives, bolts, nuts, clevis) STANDARD CUT	37	\$ 339	18%	\$ 311.60
	06744054	Knife Kit, 63" SD Flail (knives, bolts, nuts, clevis) SMOOTH CUT	25	\$ 421	18%	\$ -
	06744055	Knife Kit, 75" SD Flail (knives, bolts, nuts, clevis) STANDARD CUT	47	\$ 422	18%	\$ -
	06744056	Knife Kit, 75" SD Flail (knives, bolts, nuts, clevis) SMOOTH CUT	35	\$ 529	18%	\$ -
	Tiirkit	Mower Tilt Stop Switch	4	\$ 517	18%	\$ -
ADDITIONAL OPTIONS FROM PRICE LIST						
1		Light, Strobe		\$ 789	18%	\$ 655.18
1		Radio, AM/FM Stereo		\$ 453	18%	\$ 371.46
15		Dealer PDI (prep, delivery, installation) Hourly Rate	Net Per Hour	\$ 230		\$ 3,450.00
1		Proposed Special Discount: 5075E 4WD Tractor - Price Difference \$6,724.00		\$ (3,362)		\$ (3,362.00)
		After Sourcewell Contract Discount 50/50 Split Tiger And Town Of Beekman				\$ -
						\$ -
*****PACKAGE INCLUDES REAR PTO PUMP FOR MOWER*****						
Totals						\$ 84,191.30

TRACTOR INFORMATION REQUIRED:		Transmission	_____
Make/Model	_____	Cab Type	_____
Tire size	_____	2WD or MFWD	_____
	Front		
	Rear		

All prices are FOB Destination.
 Prices are subject to change without notice.

Bill To:	Town Of Beekman, NY		
Ship to:	TBD		
End User:	Town Of Beekman, NY		
End User Contact:	Tony Coviello/Kevin Cooper	PO#:	
Quote#:	PRH091523	Order Date:	
Dealer Contact:	Trius Inc. - Tom Iacobellis	Quote Date:	09/15/23
DLR Phone / Fax:		Requested ship date:	
Dealer Email:		Sourcewell Contract #:	070821-TGR
		Sourcewell Member #:	
		Quote valid for 30 days	



Please direct questions to:

Ph: 800-843-6849 EXT 3
 email all quotes in excel format
 to:orders@tigermowers.com

Shipping Instruction:

SIDE FLAIL - SUPER DUTY

SIDE SHIFT - Rotary or Flail You must select one item from Section 1, 2 & 3 for a complete Side Flail Mower.

Qty	Order Code	Description	Approx. (lbs)	List Price	Disc	Sourcewell Price
Add tractor on next line when required						
1	5075E	Cab 2WD-12x12-Pwr-Rev.Trans.- Mech-Seal-3 Cylinder	6207	\$ 54,550	18%	\$ 44,731.00
SECTION 1 - Choose a Base Unit						
1	SMF-SDB	Mid-mount Side Flail Mower with Hydraulic Combo Lift & Tilt system	1390	\$ 16,386	18%	\$ 13,436.52
INCLUDES: Tractor Mount Kit, Mower Hydraulic Drive System, Travel-Safety Lock						
SECTION 2 - Choose a Cutter Head						
1	TSF-63SD	Flail, Side, 63" Cutter Head, STANDARD CUT	790	\$ 14,456	18%	\$ 11,853.92
	TSF-63SDG	Flail, Side, 63" Cutter Head, SMOOTH CUT	790	\$ 14,531	18%	-
	TSF-75SD	Flail, Side, 75" Cutter Head, STANDARD CUT	871	\$ 14,648	18%	-
	TSF-75SDG	Flail, Side, 75" Cutter Head, SMOOTH CUT	871	\$ 14,722	18%	-
INCLUDES: Cutter Head, Front & Rear Guards						
SECTION 3 - Choose a Hydraulic Controls Option						
1	H KIT	Hydraulic Hose Kit to Tractor Remotes	25	\$ 1,216	18%	\$ 997.12
	2SPV-F	Valve, 2 spool, stand, hoses and cable control	85	\$ 4,686	18%	-
INCLUDES: Mower On/Off Switch box						
SECTION 4 - Installation Charge						
1	Factory Mnt	Installation of complete mower system		\$ 6,125	18%	\$ 5,022.50
	Field Mnt	Installation of complete mower system		\$ 6,125	18%	-
SECTION 5 - SIDE MOUNT MOWER OPTIONS						
	06200085	Adaptor Kit for 45 degree shield application	12	\$ 83	18%	-
	06200129	Deflector Shield 63" SDC	28	\$ 306	18%	-
	06200220	Deflector Shield 75" SDC	36	\$ 380	18%	-
1	06744053	Knife Kit, 63" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT	37	\$ 339	18%	\$ 311.60
	06744054	Knife Kit, 63" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT	25	\$ 421	18%	-
	06744055	Knife Kit, 75" SD Flail (knives,bolts,nuts,clevis) STANDARD CUT	47	\$ 422	18%	-
	06744056	Knife Kit, 75" SD Flail (knives,bolts,nuts,clevis) SMOOTH CUT	35	\$ 529	18%	-
	Tiltkit	Mower Tilt Stop Switch	4	\$ 517	18%	-
ADDITIONAL OPTIONS FROM PRICE LIST						
1		Light, Strobe		\$ 799	18%	\$ 655.18
1		Radio, AM/FM Stereo,		\$ 453	18%	\$ 371.46
15		Dealer PDI (prep,delivery,installation) Hourly Rate	Net Per Hour	\$ 230		\$ 3,450.00
				\$		-
				\$		-
Totals						\$ 80,829.30

TRACTOR INFORMATION REQUIRED:

Make/Model:	_____	Transmission	_____
Tire size	_____ Front	Cab Type	_____
	_____ Rear	2WD or MFWD	_____

All prices are FOB Destination.
 Prices are subject to change without notice.

**AMENDMENT AND EXTENSION
AGREEMENT**

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and **TOWN OF BEEKMAN**, a municipality within Dutchess County whose address is 4 Main Street, Poughquag, New York 12570 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the parties hereto made and entered into an agreement dated November 22, 2021 (County Contract No. 21-0538-1/23-PL), for the contract to allow for the administration of an Emergency Generator for Government Operations project and to access their grant funds (reason for agreement), which contract was extended by County Contract No. 21-0538-1/23-PL-A1 dated December 1, 2022, and

WHEREAS, the parties desire to further extend the term of said contract for an additional period of one (1) year, upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 21-0538-1/23-PL, dated November 22, 2021, is hereby further amended and extended upon the following terms and conditions.

1. The paragraph entitled "Term of Agreement," shall provide as follows:

This Amendment and Extension Agreement shall be effective February 1, 2024 and shall terminate on December 31, 2024, unless otherwise terminated as set forth herein.

2. The paragraph entitled "Defense and Indemnification" shall be amended as follows:

INDEMNIFICATION. The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County

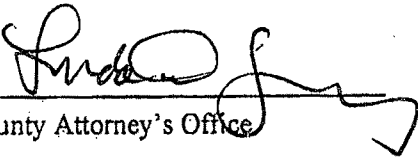
employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

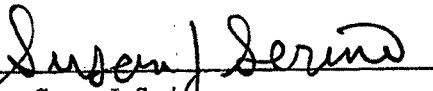
3. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 24th day of January, 2024.

APPROVED AS TO FORM:

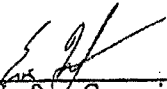
ACCEPTED : COUNTY OF DUTCHESS

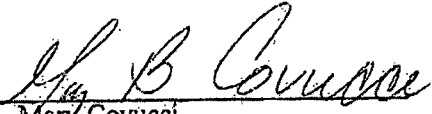

County Attorney's Office

By 
Susan J. Serino
County Executive

APPROVED AS TO CONTENT:

TOWN OF BEEKMAN:


Eoin Wrafter, Commissioner
Department of Planning and Development

By 
Mary Covucci

21-0538-1/23-PL-A2
CA File No. 16583
1/24/2024