

TOWN OF BEEKMAN TOWN BOARD
Minutes for Tuesday April 9, 2024

The Town of Beekman Board met for a regular TOWN BOARD meeting on Tuesday April 9th, 2024. The meeting was called to order by Supervisor Covucci at 6:01PM. The following members were present: Supervisor Mary Covucci; Councilman Capollari, Councilman Battaglini, Councilwoman Sharon Wohrman and Councilman Lemak.

Also present were the Town Clerk – Laureen Abbatantuono and Attorneys from the Law Firm Catania, Mahon and Rider Jeff Scully and Town Attorney Craig Wallace.

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 made a motion at 6:02PM into Executive Session to discuss a medical financial creditor employment history of a particular person corporation or relating to discipline, or removal. Seconded by Councilwoman Wohrman, All in Favor, AYE. Supervisor Covucci made a motion at 6:23pm to come back from Executive Session, Seconded by Councilman Lemak, All in Favor, AYE. NO ACTION WAS TAKEN AT THIS TIME

Supervisor Covucci called the Beekman Rec Director Dani Plastini up to present a report on events that have and will be taking place this year.

Supervisor Covucci went over the Agenda items, Supervisor Covucci along with Attorneys Jeff Scully and Craig Wallace provided clarification on Resolution 9 and 12. (see the Town of Beekman website for the full video recording)

Town Board members read the Resolutions

Public Comments on Agenda items: Bill Crain, 254 Gardner Hollow Road was happy to see that the Town Board and Highway Superintendent were able to come to an agreement and work out the time clock issue. Chris O'Connell 69 Van Scoy Rd, also glad to see that the O.T issue was worked out with the Town Board and Highway Superintendent and presented suggestions for the future.

Public Comments: Leonard Jerram 112 Beyer Drive, provided information on the Honor Flight that is scheduled for April 13th out of Stewart Air Force Base and also provided a tip when mailing out your income taxes and also made mention of the election that is coming up for the public to vote on a new fire truck on April 16th. Lori Cento 52 Vanderburgh Road, expressed concerns about people speeding through her neighborhood and asked the Supervisor if she would be able to help with a possible heavier police presence. Kate Blake 231 Clapp Hill Road, was also happy to hear the concerns with the Highway Dept have been resolved, but did question the highway budget allocations and the changes that were made for 2024. Bill Crain 254 Gardner Hollow Road, once again expressed his concerns about not protecting the wildlife at the location of the Green Haven Solar Farm. The Beekman Library will be hosting Earth Day at the Safe Haven Farm Sanctuary on April 20th, you can register on the Beekman Library website. Lauren O'Connell 69

Van Scoy Road, as a proud wife of a Union Worker I am glad to see that an agreement has been made with the Highway Dept and glad to see they will be getting the money that they worked so hard for. Sarah Hanganu Clapp Hill Road, made a public service announcement for the upcoming School Board elections. As many of you are aware, it is our biggest tax bill that we have and you have an opportunity to get out and vote on May 21st for the school budget. This year they are voting on a bond proposal that is in addition to the budget, as well as transportation which they have every year. They're also closing down Trevor Road School and moving those students to West Road. This is important, we pay a lot of money for our taxes and just for perspective, enrollment the last 5 Years is down just over 3% and the cost per pupil is up just over 15% in the last 5 Years. There's a bit of disconnect on how much it's costing our residents to educate our children and to be frank, the education is not great. The percentage of fourth graders that can read at school level are only 25% in the district and this is in Arlington. I know a lot of people aren't aware of this but this is your opportunity to vote. I urge you to go to school board meetings to learn a little bit more about it even if you don't have kids in the district it affects all of us in the community.

Other Town Board Business: Councilman Battaglini notice of a special election being held at the Beekman Fire Dept on April 16th for a Resolution for the purchase of 2 additional fire fighting vehicles. Opening day for Beekman Baseball is this weekend start time will be 12pm. Town Clerk, Laureen Abbatantuono welcomed everyone and introduced herself to those who are new to the Town Board meeting. Thanked the Friends of Beekman library for their hard work and dedication to the library. Provided the date for the Memorial Day Ceremony, mentioned the Naturalization Ceremony and provided dates of when the office will be closed due to the Annual Clerks Convention.

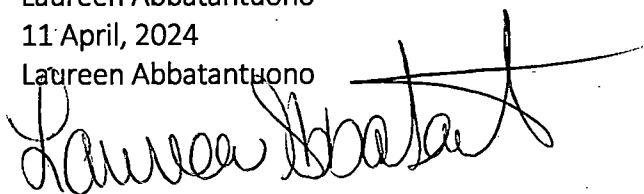
Supervisor Covucci made a motion at 7:29PM to adjourn the Town Board meeting, Seconded by Councilman Battaglini.

Respectfully Submitted by Town Clerk

Laureen Abbatantuono

11 April, 2024

Laureen Abbatantuono

A handwritten signature in black ink, appearing to read 'Laureen Abbatantuono', written over a horizontal line.

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
APRIL 9, 2024**

6:00 PM

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

TOWN BOARD MEETING

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

RESOLUTIONS

1. Accept March 26, 2024 Minutes
2. Authorize Bid for Beekman Recreation Permanent Weir
3. Approve Town of Beekman Budget Revision 2024-#3
4. Authorize the Town Clerk to Attend Annual Conference
5. Approve Highway Equipment Rental for MS4 Work
6. Accepting a Decommissioning Agreement and Bond for Green Haven Solar I, LLC
7. Approval of Irrevocable Letter of Credit for the Stormwater Management Facility for Green Haven Solar I LLC
8. Approve Senior Bus Trip
9. Shared Agreement Town of Kent
10. Decommissioning of Monitoring Wells at the Town Highway Garage
11. Update Fee Schedule
12. Approve MOA with the Local 456 IBT
13. Payment of Claims

- Other Town Board Business
- General Board Comments
- General Public comments – (3 Minute limit)
- Next Regular Town Board Meeting: Tuesday April 23, 2024 at 6:00 PM

EXECUTIVE SESSION

ADJOURN

***AGENDA SUBJECT TO CHANGE**
RESOLUTION NO. 04:09:24-1
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the March 26, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the March 26, 2024 Regular Town Board Meeting.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24 - 2

RE: AUTHORIZING THE TOWN OF BEEKMAN TO INITIATE A BID FOR THE CONSTRUCTION OF THE BEEKMAN RECREATION SWIM POND PERMANENT WEIR AND ITS PUBLICATION

WHEREAS, the Beekman Recreation Swim Pond implements a procedure that has been used since the 1970s to seasonally divert a portion of the stream flow from the Fishkill Creek (Water Index No. H-95, Class C[t]) into the swim pond by installing a temporary weir at the beginning of the swim season that is removed at the end of the swim season, requiring an Article 15 Stream Disturbance Permit from the New York State Department of Environmental Conservation (NYSDEC) on an annual basis; and

WHEREAS, the NYSDEC conducted a meeting on February 14, 2017 and mandated that the Town of Beekman provide a permanent solution to provide diversion of a portion of the stream flow into the swim pond in place of the annual temporary weir; and

WHEREAS, the Town Engineer prepared a joint permit application and supporting documents and drawings for the installation of permanent weir and submitted the same to the NYSDEC; and

WHEREAS, the NYSDEC, in an uncoordinated review, classified the project as Unlisted in accordance with the State Environmental Quality Review Act (SEQR) and determined that the project will not have a significant effect on the environment, and noted that other involved agencies may reach an independent determination of environmental significance for the project; and

WHEREAS, the NYSDEC granted an Article 15 Stream Disturbance Permit (ID 3-1322-00046/00007) for the project dated January 4, 2023; and

WHEREAS, the Town has authorized the Town Engineer to prepare construction drawings for the installation of the permanent weir at the Beekman Recreation Swim Pond and also prepare the requisite Bid Documents; and

WHEREAS, the Town Engineer prepared Bid Documents and now wishes to release the documents to the public; and

WHEREAS, the Town Board, in accordance with the purchasing policy of the Town of Beekman, is desirous of releasing a public bid for the purpose of soliciting prices for the permanent weir at the Beekman Recreation Swim Pond; and

RESOLVED, the Town Board, in an uncoordinated review, hereby concurs with the NYSDEC classification of the project as Unlisted in accordance with SEQR and hereby determines that the project will not have a significant effect on the environment; and

FURTHER RESOLVED, the Town Board authorizes the Town Engineer to initiate a public BID for the permanent weir at the Beekman Recreation Swim Pond project, including coordinating the posting

of legal notices requesting such services in the Town’s official newspaper and on the Town website; and

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-3
RE: APPROVE TOWN OF BEEKMAN BUDGET REVISIONS #2024-3

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 2024 #2024-3

Budget Revisions for March 2024 # 2024-3

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
<u>General Fund</u>				
2024-03-01	A-1620-0417	Building Contract	787	
	A-1620-0412	Building Cleaning		787
		-Adjust for New Folks Contract		
2024-03-02	A-1680-0460	Data Contracts	5,250	
	A-1990-0400	Contingent Account		5,250
		-Adjust for New MFA Contract		
2024-03-03	A-7110-0497	Parks Maintenance	7,000	
	A-1990-0400	Contingent Account		7,000
		-Transfer for Field Maintenance		
2024-03-04	A-7551-0400	Special Events. Exp	30	
	A-7551-0453	Easter Egg Hunt		30
		-Transfer for Activity Night Crafts		
2024-03-05	A-8140-0400	MS4 Reg. Expenses	3,750	
	A-1990-0400	Contingent Account		3,750
		-Create MS4 Account		

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-4
RE: APPROVE ATTENDENCE AT NYS TOWN CLERKS' 2024 CONFERENCE

WHEREAS, New York State Town Clerks' Association 2024 Conference will be held at the Crowne Plaza, the Desmond in Albany, NY, from April 21-24, 2024; and

WHEREAS, the Town Clerk would like to register to attend; and

WHEREAS, there are monies in the Town Clerk's Budget for training;

NOW, THEREFORE, BE IT RESOLVED, that authorization is hereby given for the Town Clerk to attend the Conference, and that the registration fee of \$125.00 and mileage (\$.67) if using her own vehicle be reimbursed or paid directly as audited by the Town Board.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-5

RE: APPROVE HIGHWAY DEPARTMENT EQUIPMENT RENTAL FOR MS4 WORK

WHEREAS, the Town of Beekman Highway Superintendent has submitted a request to rent an excavator for one (1) month for the purpose of doing MS4 work; and

WHEREAS, the Town of Beekman Highway Superintendent has solicited quotes in conformity with the Town's Procurement Policy for this rental from three (3) vendors and has determined that the quote from Westchester Tractor, is in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Beekman does hereby accept the Quote of Westchester Tractor for the rental of one Kubota KX057 with Hydraulic thumb in an amount not to exceed \$3,150.00; and

BE IT FURTHER RESOLVED that the rental of equipment will come out of the Highway Vehicle Repairs budget line.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-6
RESOLUTION ACCEPTING A DECOMMISSIONING AGREEMENT,
DECOMMISSIONING ESTIMATE/PLAN, AND DECOMMISSIONING BOND FOR
SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC

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

WHEREAS, pursuant to the Approvals and the Town of Beekman Solar Law, the Applicant and Owner delivered to the Town a Decommissioning Agreement and Decommissioning Estimate/Plan, as well as a Decommissioning Bond in the amount of \$281,324.59 to serve as a completion guarantee of the decommissioning and site restoration activities for the Project, as stated in the Decommissioning Agreement and Decommissioning Estimate/Plan (together, "Decommissioning Package," attached hereto as Exhibit A); and

WHEREAS, the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan authorize the Town of Beekman to draw against the Decommissioning Bond in the event the Applicant or Owner does not complete the required decommissioning and site restoration activities for the Project in accordance with the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the Decommissioning Agreement and Decommissioning Estimate/Plan, as well as the Decommissioning Bond in the sum of \$281,324.59, as security for the faithful performance of the completion of the obligations set forth in the Decommissioning Agreement and Decommissioning Estimate/Plan and hereby authorizes the Town Supervisor to execute the Decommissioning Agreement evidencing the Town's acceptance of same; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to have the Decommissioning Bond, as approved herein by the Town Board, in place prior to issuance of a building permit for the Project or any site work, clearing, or grading in connection with the Project; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to cause the Decommissioning Agreement, or a Memorandum thereof, to be recorded in the office of the Dutchess County Clerk and all parties to the Decommissioning Agreement have agreed therein to execute any necessary documents for such recording; and

RESOLVED, that the Town Clerk is directed to file the aforementioned

Decommissioning Agreement, Decommissioning Estimate/Plan, and Decommissioning Bond in her records, pending compliance with the terms of same.

Introduced: COUNCILMAN CAPELLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-7

RESOLUTION APPROVING THE FORM AND CONTENT OF THE IRREVOCABLE LETTER OF CREDIT FOR THE STORMWATER MANAGEMENT FACILITY FOR SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC

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

WHEREAS, pursuant to the Town Code, the Applicant and Owner delivered to the Town a Stormwater Control Facility Maintenance Agreement ("SCFMA"), reviewed and approved by the Town Attorney, and accepted by the Town Board on March 12, 2024 (see Resolution No. 03:12:24-2); and

WHEREAS, pursuant to Section 128-7(B) of the Town Code, the SCFMA calls for a security for the maintenance and continuation of the stormwater management facility in the form of an original irrevocable letter of credit from an approved financial institution in the amount of \$20,000.00 ("Maintenance Guarantee") to ensure the proper operation and maintenance of all stormwater management and erosion control facilities, both during and after construction. The Maintenance Guarantee shall remain in effect for the duration of the lease or the end of the decommissioning of the Project, whichever is later;

WHEREAS, the Applicant and Owner delivered to the Town a Maintenance Guarantee in the form of an Irrevocable Letter of Credit issued by JP Morgan Chase Bank, N.A. in the amount of \$20,000.00 in favor of the Town, which has been reviewed and approved by the Town Attorney, securing the obligations set forth in the SCFMA and pursuant to Section 128-7(b) of the Town Code, which is attached hereto as Exhibit A; and

WHEREAS, the Applicant covenants and warrants to the Town of Beekman that in the event the Applicant fails to fully perform and maintain its obligations set forth in the SCFMA, then, upon the demand of the Town of Beekman, the Town shall have the right to draw upon the Maintenance Guarantee in an amount necessary to cover the costs of proper operation and maintenance, including any engineering and inspection costs; and

WHEREAS, it is understood that the Town shall have the right to use said security to cover the costs of proper operation and maintenance required by the SCFMA upon the default of the Applicant to remedy same after first giving notice to the Applicant to do so within thirty (30) days of receipt of said notice from the Town.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the IRREVOCABLE LETTER OF CREDIT issued by JPMORGAN CHASE BANK, N.A. in the

amount of \$20,000.00 by Applicant in favor of the Town of Beekman as security to guarantee the proper operation and maintenance of the stormwater management facility at the Property required by Section 128-7(b) of the Town Code, and the Original instrument shall be filed with the Town Clerk as soon as it becomes available.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-8
RE: AUTHORIZE PROPOSED SENIOR BUS TRIP/EVENT FOR THE YEAR 2024

WHEREAS, the 2024 Budget includes funding for the cost of a variety of bus trips/events for the Senior Citizens Program; and

WHEREAS, deposits are required for tours, shows and meals to guarantee the reservations, which deposits are reimbursed to the town through ticket sales;

NOW, THEREFORE, BE IT RESOLVED, that payment for the charter of a bus for the following trip and/or entertainment is hereby authorized:

<u>Date</u>	<u>Venue / Bus Cost</u>	<u>Resident Seniors</u>	<u>Non-Resident / Non-GF Seniors</u>	<u>Non-Seniors</u>
June 13 NR/NS	New York Botanical Gardens Bronx, NY Bus Cost: \$1,800 Coach	\$ 38 R	\$ 53 GF	\$ \$ 63

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-9
RE: SHARED SERVICE AGREEMENT WITH THE TOWN OF KENT

WHEREAS, the Town of Beekman would like to enter into an intermunicipal shared service agreement with the Town of Kent for the purpose of allowing the Town's Highway Departments the ability of the sharing of highway services, maintenance, equipment and materials;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Beekman hereby authorizes the Town of Beekman Supervisor to sign the attached agreement.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-10
RE: APPROVE THE DECOMMISSIONING OF GROUND WATER MONITORING WELLS AT THE
HIGHWAY GARAGE

WHEREAS, wells at the Town's Highway Garage have been used to monitor Groundwater at the Town's Highway Garage; and

WHEREAS, the Town has received verbal approval from the NYSDEC for the abandonment of all but two (2) wells; (MW-4 and MW-17); and

WHEREAS, PVE Sheffler has obtained permission from the NYSDEC for the decommissioning of out-of-use monitoring wells at the above referenced site. Monitoring wells located throughout the subject property and on adjoining/nearby properties, shall be properly decommissioned in accordance with NYSDEC CP-43: Groundwater Monitoring Well Decommissioning Policy.

WHEREAS, All but two (2) wells; (MW-4 and MW-17), if able to be located will be decommissioned;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized to sign the attached agreement in an amount not to exceed \$15,276.05, and

BE IT FURTHER RESOLVED that if wells have to be marked there will be an additional cost of \$2,000.00 per day.

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-11
RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN OF BEEKMAN
ADOPTING THE FEE SCHEDULE FOR 2024

WHEREAS, the Town Board of the Town of Beekman adopted Local Law No. 1 of 2022 on September 13, 2022 amending the process by which the Town Board sets administrative fees and penalties, by deleting certain provisions of the Code of the Town of Beekman concerning fees and penalties and replacing them with new sections that, include the authorization for the creation, by resolution of the Town Board, of a separate Fee Schedule;

WHEREAS, from time to time it becomes necessary to modify the fee schedule,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby adopts the attached 2024 Fee Schedule.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-12
RE: APPROVING AND RATIFYING THE MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN AND THE LOCAL 456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WHEREAS, the Town Board within their auditing purview had concerns relating to the Highway Department employees overtime/ call in hours, due to the lack of clocking in and out on the Town's Official Paychex time clock for the Months of January, February and March, leading to the nonpayment of overtime/call in hours; and

WHEREAS, representatives of the Town of Beekman (the "Town") and Local 456, International Brotherhood of Teamsters, representative for the Town of Beekman Highway Department (the "Union") (collectively "the parties") met to negotiate the terms of an agreement for the payment of the overtime / Call in hours for its members; and

WHEREAS, on April 8, 2024 the parties entered into a Memorandum of Agreement ("MOA") setting forth the terms and conditions for the payment of the hours in question; and

WHEREAS, the Town Board has reviewed and considered the terms of the MOA and wishes to agree to and ratify the same;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Town Board of the Town of Beekman hereby approves the MOA between the Town and the Union, and authorizes the Town Supervisor to sign the agreement attached herein.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPELLARI

ROLL CALL VOTE:

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

Dated: April 9, 2024

RESOLUTION NO. 04:09:24-13
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	\$ 70,514.88
Claims to be paid from the DA-Highway Fund	\$ 56,117.85
Claims to be paid from the SS – Dover Ridge Sewer	\$ 30,032.09
Claims to be paid from the SW – Dover Ridge Water	\$ 960.08
	<u>\$ 157,624.90</u>

03/28/2024 Payroll #07

General Fund	\$ 33,810.34
Highway Fund	\$ 22,517.51
	<u>\$ 56,327.85</u>

Introduced: SUPERVISOR COVUCCI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

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

Dated: April 9, 2024

BETWEEN THE TOWN AND THE LOCAL 456 INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WHEREAS, the Town Board within their auditing purview had concerns relating to the Highway Department employees overtime/ call in hours, due to the lack of clocking in and out on the Town's Official Paychex time clock for the Months of January, February and March, leading to the nonpayment of overtime/call in hours; and

WHEREAS, representatives of the Town of Beekman (the "Town") and Local 456, International Brotherhood of Teamsters, representative for the Town of Beekman Highway Department (the "Union") (collectively "the parties") met to negotiate the terms of an agreement for the payment of the overtime / Call in hours for its members; and

WHEREAS, on April 8, 2024 the parties entered into a Memorandum of Agreement ("MOA") setting forth the terms and conditions for the payment of the hours in question; and

WHEREAS, the Town Board has reviewed and considered the terms of the MOA and wishes to agree to and ratify the same;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Town Board of the Town of Beekman hereby approves the MOA between the Town and the Union, and authorizes the Town Supervisor to sign the agreement attached herein.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

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

Dated: April 9, 2024

CERTIFICATION

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 9th day of April 9th, 2024 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 10th day of April, 2024.




LAUREEN ABBATANTUONO
TOWN CLERK

Memorandum of Agreement by and between the Town of Beekman (hereinafter "Town") and Local 456, International Brotherhood of Teamsters (hereinafter "Union") dated this 10 day of April 2024.

WHEREAS, the Union and the Town are parties to a Collective Bargaining Agreement dated July 1, 2015 to December 31, 2017, which was modified and extended by memoranda of agreement through December 31, 2025 (hereinafter "CBA");

WHEREAS, the Union filed a grievance on February 22, 2024 alleging that the Town had failed to pay certain overtime hours to Union bargaining unit members. Such members are limited to: Ms. Laureen Horowitz, along with Messrs. Vincent Broda, Christopher Gonzalez, Rudolph Godoy, John Higham, James O'Neil, Andrew Speirs-Miller, and Kevin Cooper (hereinafter, the "Members").

WHEREAS, the parties are desirous of settling this matter without the need for an arbitration hearing or other further litigation;

THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Union represents and warrants that the Members are due overtime hours, at the applicable CBA pay rate, for the following dates and in the following amounts:

January 28, 2024

4 hours for each of the Members

February 15, 2024

3.5 hours for each of the Members

February 17, 2024

10 hours each for Members Laureen Horowitz, Vincent Broda, Christopher Gonzalez, James O'Neil, Andrew Speirs-Miller, and Kevin Cooper

11 hours each for Rudolph Godoy and John Higham

March 12, 2024

3.5 hours for Member James O'Neil

March 15, 2024

3.5 hours for Member Andrew Spiers-Miller

3.5 hours for Member James O'Neil

2. The Town will pay the amounts indicated in paragraph 1 by no later than fourteen (14) calendar days of the full execution of this Agreement, provided that this Memorandum of Agreement is executed by the representatives for both the Town and the Union on or before April 8, 2024. Should this Memorandum of Agreement be fully executed after April 8, 2024, the Town will pay the amounts indicated in paragraph 1 on the first regular pay date following such full execution.

3. The Town will pay the amounts in paragraph 1 regardless of whether the Town Highway Superintendent certifies the above amounts.

4. Henceforth, the Town will pay all wages, benefits, overtime, and all other payments due under the CBA and applicable law due to bargaining unit members, regardless of whether the Town Highway Superintendent certifies or approves of those payments, provided that such bargaining unit members have clocked in and out for all hours worked on the Town's official time clock, which is currently maintained by PayChex, Inc. (hereinafter, the "Official Time Clock").

5. The Union bargaining unit members will clock in and out for all hours worked, whether during their regular shift, call-ins (except as otherwise provided for herein), or assigned overtime, on the Official Time Clock.

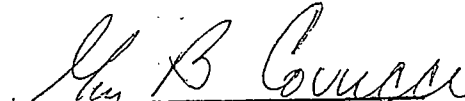
6. In the event that a bargaining unit member does not clock in or out for whatever reason for a given period that the bargaining unit member worked, the Town will give the bargaining unit member an opportunity to promptly complete and provide to the Town the attached form, attached as Exhibit A, indicating the reason for not clocking in or out as well as the time that the employee began and/or ended working, which will then be treated by the Town as a valid record of the employee's clock in and out for those hours worked.

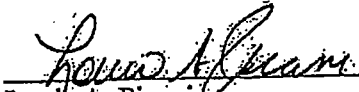
7. In the event that bargaining unit members who are in possession of an authorized Town "take home" vehicle, up to a maximum of two employees at a time, is directed by their supervisor, including, but not limited to, the Town Highway Superintendent, to report directly to a work location without clocking in to the Official Time Clock, such bargaining unit member or members will not be required to clock in on the Official Time Clock. However, after completion of the assigned task to the satisfaction of the immediate supervisor, such bargaining unit member or members will clock out using the Official Time Clock. The employee will then promptly complete and provide to the Town the form attached hereto as Exhibit A and indicate the reason for not clocking in on the Official Time Clock as well as the time that the employee began working.

8. The Union waives and will not pursue any back pay alleged to be owed prior to the full execution of this Agreement, other than the pay required in paragraph 1.

9. This Agreement will be enforceable via the grievance and arbitration process of the collective bargaining agreement.

10. If any provision(s) of this Agreement is declared illegal or unenforceable, in whole or in part, by a legal forum of competent jurisdiction, then such provision(s) or the unenforceable part(s) shall be deemed severable, such that all other provision(s) or enforceable part(s) shall remain valid and binding. The Parties recognize that specific remedies for such unenforceable provision(s) may be set forth elsewhere in this Agreement. Provided, that absent a declaration by a legal forum of competent jurisdiction that a provision(s) of this Agreement is illegal or unenforceable, neither the Town, the Union, nor any bargaining unit member shall cite to, or rely upon, any provision(s) of this Agreement to excuse them of their obligations imposed under any other provision(s) hereunder.


Mary Covucci
Town Supervisor
Town of Beekman


Louis A. Picani
President and Principal Officer
Local 456, I.B.T.

Missed Timeclock Punches Report

Employee: _____

Department: _____

Date of Missed Punch:

Time of Missed Punch:

Clock In or Clock Out (Please circle which applies)

Description and reason for Missed Punch:

Date of Missed Call-In Punch:

Time of Missed Call-In Punch:

Clock In or Clock Out (Please circle which applies)

Description and reason for Missed Call In Punch:

Employee Signature: _____

RESOLUTION NO. 04:09:24-6

**RESOLUTION ACCEPTING A DECOMMISSIONING AGREEMENT,
DECOMMISSIONING ESTIMATE/PLAN, AND DECOMMISSIONING BOND FOR
SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC**

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

WHEREAS, pursuant to the Approvals and the Town of Beekman Solar Law, the Applicant and Owner delivered to the Town a Decommissioning Agreement and Decommissioning Estimate/Plan, as well as a Decommissioning Bond in the amount of \$281,324.59 to serve as a completion guarantee of the decommissioning and site restoration activities for the Project, as stated in the Decommissioning Agreement and Decommissioning Estimate/Plan (together, "Decommissioning Package," attached hereto as Exhibit A); and

WHEREAS, the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan authorize the Town of Beekman to draw against the Decommissioning Bond in the event the Applicant or Owner does not complete the required decommissioning and site restoration activities for the Project in accordance with the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the Decommissioning Agreement and Decommissioning Estimate/Plan, as well as the Decommissioning Bond in the sum of \$281,324.59, as security for the faithful performance of the completion of the obligations set forth in the Decommissioning Agreement and Decommissioning Estimate/Plan and hereby authorizes the Town Supervisor to execute the Decommissioning Agreement evidencing the Town's acceptance of same; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to have the Decommissioning Bond, as approved herein by the Town Board, in place prior to issuance of a building permit for the Project or any site work, clearing, or grading in connection with the Project; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to cause the Decommissioning Agreement, or a Memorandum thereof, to be recorded in the office of the Dutchess County Clerk and all parties to the Decommissioning Agreement have agreed therein to execute any necessary documents for such recording; and

RESOLVED, that the Town Clerk is directed to file the aforementioned Decommissioning Agreement, Decommissioning Estimate/Plan, and Decommissioning Bond in her records, pending compliance with the terms of same.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

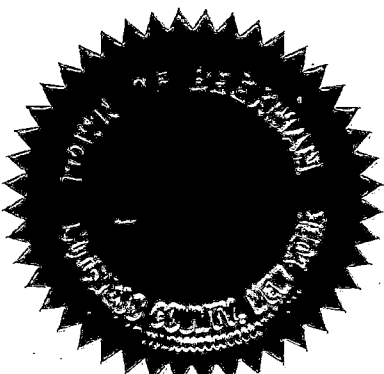
Dated: April 9, 2024

CERTIFICATION

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 9th day of April, 2024 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 11th day of April, 2024.




LAUREEN ABBATANTUONO
TOWN CLERK

RESOLUTION NO. 04:09:24-7

RESOLUTION APPROVING THE FORM AND CONTENT OF THE IRREVOCABLE LETTER OF CREDIT FOR THE STORMWATER MANAGEMENT FACILITY FOR SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC

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

WHEREAS, pursuant to the Town Code, the Applicant and Owner delivered to the Town a Stormwater Control Facility Maintenance Agreement ("SCFMA"), reviewed and approved by the Town Attorney, and accepted by the Town Board on March 12, 2024 (see Resolution No. 03:12:24-2); and

WHEREAS, pursuant to Section 128-7(B) of the Town Code, the SCFMA calls for a security for the maintenance and continuation of the stormwater management facility in the form of an original irrevocable letter of credit from an approved financial institution in the amount of \$20,000.00 ("Maintenance Guarantee") to ensure the proper operation and maintenance of all stormwater management and erosion control facilities, both during and after construction. The Maintenance Guarantee shall remain in effect for the duration of the lease or the end of the decommissioning of the Project, whichever is later;

WHEREAS, the Applicant and Owner delivered to the Town a Maintenance Guarantee in the form of an Irrevocable Letter of Credit issued by JP Morgan Chase Bank, N.A. in the amount of \$20,000.00 in favor of the Town, which has been reviewed and approved by the Town Attorney, securing the obligations set forth in the SCFMA and pursuant to Section 128-7(b) of the Town Code, which is attached hereto as Exhibit A; and

WHEREAS, the Applicant covenants and warrants to the Town of Beekman that in the event the Applicant fails to fully perform and maintain its obligations set forth in the SCFMA, then, upon the demand of the Town of Beekman, the Town shall have the right to draw upon the Maintenance Guarantee in an amount necessary to cover the costs of proper operation and maintenance, including any engineering and inspection costs; and

WHEREAS, it is understood that the Town shall have the right to use said security to cover the costs of proper operation and maintenance required by the SCFMA upon the default of the Applicant to remedy same after first giving notice to the Applicant to do so within thirty (30) days of receipt of said notice from the Town.

NOW THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the IRREVOCABLE LETTER OF CREDIT issued by JPMORGAN CHASE BANK, N.A. in the amount of \$20,000.00 by Applicant in favor of the Town of Beekman as security to guarantee the proper operation and maintenance of the stormwater management facility at the Property required by Section 128-7(b) of the Town Code, and the Original instrument shall be filed with the Town Clerk as soon as it becomes available.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILMAN CAPOLLARI

ROLL CALL VOTE:

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

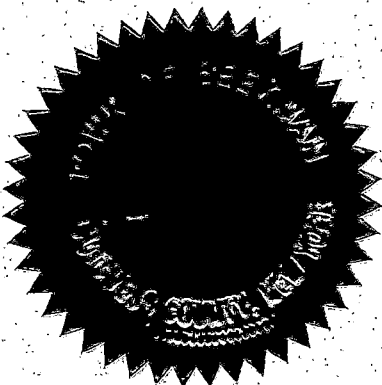
Dated: April 9, 2024

CERTIFICATION

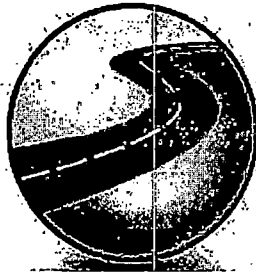
I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 9th day of April, 2024 and that the Resolution set forth herein is a true and correct copy of the of the Town Board of said Town adopted at said meeting.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town, this 11th day of April, 2024.




LAUREEN ABBATANTUONO
TOWN CLERK



VanEtten CONTRACTING

To:	Town Of Beekman	Contact:	
Address:	4 Main St Poughquag, NY 12570	Phone:	
		Fax:	
Project Name:	Beekman Swim Pond Improvements - Budget Est	Bid Number:	
Project Location:		Bid Date:	

This is a budgetary estimate based on conceptual plans.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Mobilization, Bonding, Insurance, Etc	1.00	LS	\$10,200.00	\$10,200.00
20	Dewatering	1.00	LS	\$50,000.00	\$50,000.00
	• Cofferdams Upstream & Downstream				
	• Dirty Water Pumping From Work Area				
	• Passive Stream Flow Bypass With PVC Channel Liner				
30	In-stream Rock Structures	425.00	TON	\$156.00	\$66,300.00
	• Includes Heavy Stone Structure Rock				
	• Includes Riprap				
40	Pipe Inlet Improvement	1.00	LS	\$8,800.00	\$8,800.00
50	Restorations	1.00	LS	\$1,500.00	\$1,500.00
Total Bid Price:					\$136,800.00

1-Flood Plain Rock Structure

60	Flood Plain Rock Structures	50.00	TON	\$600.00	\$30,000.00
	• Includes Minor Clearing As May Be Needed				

2-Pumped By-Pass

70	Pumped By-pass	1.00	LS	\$35,000.00	\$35,000.00
	• 12" Pump Running 24/7				

Notes:

- Material and fuel pricing based on NYS Index as of XX/XX/2021 If Index Increases pricing will be adjusted
- Price Does NOT include applicable taxes
- Estimate based on Prevailing Wage Rates, Bid Bond, Payment & Performance Bonds Required.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Van Etten Contracting LLC Authorized Signature: _____ Estimator: _____
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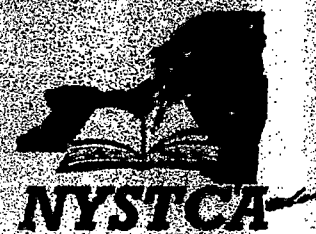
42nd Annual

New York State

Town Clerks Conference

April 21 - 24, 2024

Crowne Plaza, The Desmond - Albany



“ Ticket to Learn ”



ADMIT ONE



TAKE ME TO THE FAIR

NYSTCA



GATE

ROW

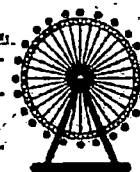
SEAT

04

21

24

The Desmond, Albany, NY



Registration is Open

Register by: April 15, 2024

WAKE UP

Your Ticket to Learn is Waiting!

Dear Fellow Town Clerks:

I am pleased to present your "ticket" to our 2024 Annual New York State Town Clerks Association Conference to be held at the Crowne Plaza, Albany, April 21 - 24, 2024. Your NYSTCA officers and directors have worked hard together to bring this offering to you. Our Annual Conference is the only conference designed specifically for the education and professional development of Town Clerks and their Deputy(s) with a goal of helping you be the best New York State Town Clerk you can be. We want you to have the most up-to-date information and be well equipped in your daily tasks.



There will be sessions with State agencies we deal with frequently, topical speakers during breakout sessions, vendor specialty classes, and one-of-a-kind offerings. There will be classes for new clerks as well as seasoned clerks - something for everyone. When you arrive on Sunday look for our T-shirt crew! They will be available every day to help with any questions you may have. Learn more about the crew on Page 9.

Sunday's offerings include:

- An Athenian Dialogue facilitated by Susan Haag. Join the discussion with Roseann Sdioa, author of the book "Perfect Strangers".
- Notary Class - thinking of taking the Notary Public test? This is a fantastic opportunity to prepare for the test.
- Vendor Blender - Meet the vendors and learn about the products and services which can make our jobs easier.
- Welcome First Time Attendees - First time at conference? Attend this class and find out what to expect!

Sunday night's "Let's go the Fair" themed mixer is the perfect opportunity to make new friends, reconnect with old friends, relax and have some fun before moving into two and a half days of excellent education.

Your education committee has switched up the itinerary and did a great job of offering a variety of classes for new as well as seasoned clerks as you'll see on the schedule included in this packet.

If you would rather not go out for dinner on your own Monday night, join us at the hotel for "Trivial Trivia" and a pub-style dinner buffet. Tuesday night's banquet may include a Town Clerk of the Year announcement - did you make a nomination?

In need of a scholarship to help cover the cost of conference? We have some to award!

Please take time to review this booklet and learn more about what our 2024 conference offers. Included is the NYSTCA Registration Form and the Hotel Registration Form for the Crowne Plaza. You can choose to register online or by mail. Please note the specific instructions on each form.

Don't miss this opportunity to sharpen your Town Clerk skills and knowledge. Networking is a valuable benefit of this wonderful organization and you are sure to widen your network at conference.

Feel free to contact me if you have any questions. I look forward to seeing you in Albany!

Take good care,

A handwritten signature in cursive script that reads "Bambi L. Avery".

Bambi L. Avery, RMC, MMC
NYSTCA President



NEW YORK STATE TOWN CLERKS ASSOCIATION



April 21-24, 2024

To make your conference reservation please mail or email (not both) this form to the address below:

ONE FORM PER PERSON

Crowne Plaza Albany - The Desmond Hotel

Attention: Francine Johnson Group Rooms Reservationist

Email: fjohnson@desmondhotels.com

660 Albany Shaker Road, Albany, New York 12211

FORMS MUST BE RECEIVED NO LATER THAN April 18, 2024

Check In Time: 4:00PM

Check Out Time: 12:00PM

THREE NIGHT PACKAGE 4/21/24:

Sunday 4/21/24 - Wednesday 4/24/24

Includes Deluxe Overnight Accommodations for (3) nights (Sunday, Monday, and Tuesday) and Sunday Dinner Buffet, Monday, Tuesday and Wednesday Breakfasts, Monday, Tuesday and Wednesday Lunches and Tuesday Banquet Dinner Package is Tax Exempt and includes service charge.

☐ \$765.00 per person
Single Occupancy

☐ \$560.00 per person
Double Occupancy

☐ \$501.00 per person
Triple Occupancy

☐ \$472.00 per person
Quad Occupancy

TWO NIGHT PACKAGE - 4/21/24:

Sunday 4/21/24 - Tuesday 4/23/24

Includes Deluxe Overnight Accommodations for (2) nights (Sunday and Monday) and Sunday Dinner Buffet, Monday and Tuesday Breakfasts, Monday, and Tuesday Lunches Package is Tax Exempt and includes service charge.

☐ \$488.00 per person
Single Occupancy

☐ \$351.00 per person
Double Occupancy

☐ \$312.00 per person
Triple Occupancy

☐ \$292.00 per person
Quad Occupancy

TWO NIGHT PACKAGE - 4/22/24:

Monday 4/22/24 - Wednesday 4/24/24

Includes Deluxe Overnight Accommodations for (2) nights (Monday and Tuesday) Tuesday and Wednesday Breakfasts, Tuesday and Wednesday Lunches and Tuesday Banquet Dinner Package is Tax Exempt and includes service charge.

☒ \$500.00 per person
Single Occupancy

☐ \$363.00 per person
Double Occupancy

☐ \$324.00 per person
Triple Occupancy

☐ \$304.00 per person
Quad Occupancy

NAME: laureen laureen Abbatantione

ADDRESS: 20 gabriels path

CITY: Doughuaa STATE: ny ZIP: 12570

PHONE NUMBER: (315) 485-1234

EMAIL ADDRESS: townclerk@townofbeckmanny.us

ROOMMATES NAME: _____

ROOMMATES NAME: _____

Method of Guarantee & Payment

All Reservations Must Be Guaranteed For Arrival For This Reservation To Be Accepted. Valid Purchase Orders, Checks (Received At Least 14 Days Prior To Arrival) And Major Credit Cards Are Accepted. Reservations Must Be Cancelled Without Charge No Later Than Thursday, April 18, 2024. Should You Fail To Arrive Or Cancel After April 18, 2024, You Will Be Charged For The Entire Package.

Prevailing Taxes Will Apply To Packages Without A Valid NYS Tax Exempt Form Accompanied with Reservation Form

CREDIT CARD# _____ EXP: _____

PRINT NAME: _____

SIGNATURE: _____

Make Checks Or Purchase Orders Payable to the Crowne Plaza Albany - The Desmond Hotel **DO NOT SEND CURRENCY**

**NEW YORK STATE TOWN CLERKS ASSOCIATION
2024 CONFERENCE REGISTRATION FORM
The Desmond Hotel – Albany, NY
April 21-24, 2024**

INSTRUCTIONS:

1. **COMPLETE ALL AREAS – please include your email address**
2. **ONLY ONE REGISTRANT PER FORM**
3. **SUBMIT REGISTRATION FORM AND CHECK (payable to NYSTCA) TOGETHER before 4/15/24**

LAST NAME Abbottanturo FIRST NAME Laureen
 MAILING ADDRESS 20 Gabriels Path CITY Poughkeepsie NY, ZIP 12570
 TOWN Beekman COUNTY Dutchess PHONE 724-5300 ext 221
 EMAIL ADDRESS [REDACTED] (confirmation of receipt of registration will be emailed to you)

YOUR TITLE: CLERK ☒ DEPUTY ☐ GUEST ☐

CHECK ALL THAT APPLY: NEW CLERK ☐ NEW DEPUTY ☐ FIRST CONFERENCE ☐

My payment is enclosed: ☒ or My payment was previously submitted: ☐

HOTEL GUEST (must register separately with hotel before 04/21/24) or **COMMUTER**. CHECK ONE:

HOTEL GUEST ☒ OR COMMUTER ☐
(meals included in hotel package) (**purchase meals through NYSTCA)

PLEASE SPECIFY: ARRIVAL DATE: _____ DEPARTURE DATE: _____
(Sun 4/21, Mon 4/22, Tues 4/23, Wed 4/24) CHECK IN TIME IS 4:00 PM CHECK OUT TIME IS NOON

ALL REGISTRANTS MUST CHOOSE ONE:

MEMBER CLERK/DEPUTY \$125.00 (Non-Member \$225) \$ 125-
 ONE DAY REGISTRATION MEMBER \$90.00. NON MEMBER \$165.00 \$ _____
 COMPLIMENTARY REGISTRATION: Spouses/Guest \$ NC
REGISTRATION SUBTOTAL \$ _____

EXTRAS AND MEALS:

Monday Night Trivia Night \$50.00 \$ _____
 Athenian Class (\$50.00) \$ _____
 Notary Class (\$65.00) \$ _____

****COMMUTERS AND ANYONE WISHING TO PURCHASE ADDITIONAL MEALS NOT INCLUDED IN HOTEL PACKAGE:**

Sun. Kick-off Dinner Buffet/Mixer @ \$51.00 each \$ _____
 Mon. Breakfast @ \$33.00 each Lunch @ \$43.00 each \$ _____
 Tues. Breakfast @ \$33.00 each Lunch @ \$43.00 each Banquet @ \$63.00 each \$ _____
 Wed. Breakfast @ \$33.00 each Lunch @ \$43.00 each \$ _____

(All applicable lines) REMIT CHECK PAYABLE TO NYSTCA \$ _____

PLEASE NOTE ANY SPECIAL DIETARY REQUIREMENTS OR SPECIFIC ALLERGIES:

MAIL CONFERENCE REGISTRATION FORM AND CHECK PAYABLE TO NYSTCA to:

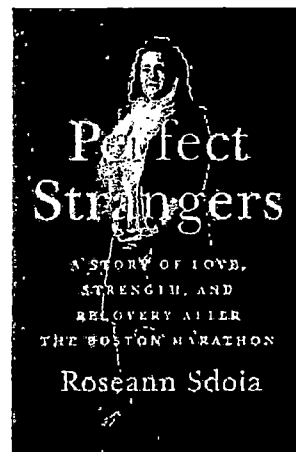
Patricia Kalba, Town of Somers, 335 Route 202, Somers, New York 10589
 Email questions to: registration@nystca.com – a response will be returned to you within 72 hours, or
 call 914-277-3323 (office) or cell 914-447-6143 (voice or text)

NYSTCA takes learning one step further!

Our Motivational Speaker will be joining the Athenian Dialogue to discuss her book.



DON'T MISS OUT!



As Roseann Sdoia waited to watch her friend cross the finish line of the Boston Marathon in 2013, she had no idea her life was about to change—that in a matter of minutes she would look up from the sidewalk, burned and deaf, staring at her detached foot, screaming for help amid the smoke and blood.

In the chaos of the minutes that followed, three people would enter Roseann's life and change it forever. The first was Shores Salter, a college student who, when the bomb went off, instinctively ran into the smoke while his friends ran away. He found Roseann lying on the sidewalk and using a belt as a tourniquet, literally saved her life that day. Then, Boston police officer, Shana Cottone, arrived on the scene and began screaming desperately at passing ambulances, all full, before finally commandeering an empty paddy wagon. Just then a giant appeared, in the form of Boston firefighter, Mike Materia, who carefully lifted her into the fetid paddy wagon. He climbed in and held her burned hand all the way to the hospital. Since that day, he hasn't left her side.

Roseann will be helping us kick off conference with her profound story as our General Session speaker. This year you have the amazing opportunity to learn even more and join your colleagues for an intimate conversation with Roseann Sdoia, 2013 Boston Marathon bombing survivor and author of "Perfect Strangers". Sign up for our 2024 Conference Athenian Dialogue on the conference registration form.

ATHENIAN DIALOGUE

Susan Haag, Facilitator

SUNDAY, APRIL 21, 2024

10:00-4:30 P.M.

Cost to participate: \$50.00 (includes lunch)

See Conference Registration Form

Roseann will be joining the dialogue, giving first hand intimate details of her journey of recovery, choosing joy and human connection over anger and resentment and most of all, finding an enduring love that grew out of the tragedy of Boston's worst day. Chat with us, learning how three Perfect Strangers stepped up under extraordinary circumstances and decided to make a difference; take the lead instead of watching from the sidelines. Learn what it took to move forward from a devastating situation and begin a new life.

**NEW YORK STATE TOWN CLERKS ASSOCIATION
ANNUAL CONFERENCE - ALBANY, NY - APRIL 21 - 24, 2024**

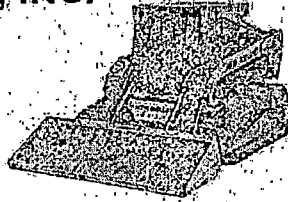
Sunday, 4/21/24	Monday, 4/22/24	Tuesday, 4/23/24	Wednesday, 4/24/24
Travel Safely to Albany	Breakfast 7:00 AM - 8:15 AM	Breakfast 7:00 AM - 8:15 AM	Breakfast 7:00 AM - 8:15 AM
The Desmond Hotel 660 Albany Shaker Rd. Albany, NY 833-483-1234	Registration 8:00 AM - Noon	Registration 8:00 AM - Noon	Checkout by 11:00 AM
Athenian Dialogue 10:00 AM - 4:30 PM Pre-Registration Required - \$50 Registration Noon - 5:00 PM	OPENING CEREMONIES & Annual Business Meeting 8:30 AM - 10:45 AM	9:00 AM - 10:15 AM (Four Options) *Special Elections *Cyber Threat Resilience *NYS Retirement *Fraud Prevention & Detection	9:00 AM - Noon GENERAL SESSION NYS Department of Health w/Gary Martinez
Notary Class The Ins & Outs of Taking the Exam 1:30 PM - 4:00 PM Pre-Registration Required - \$65 Handbook Provided	Association of Towns - Updates & Highlights 11:15 AM - 12:30 PM	10:15 AM - 10:45 AM BREAK	Instruction on all things related to Births Marriages Deaths Q & A throughout
Vendor Blender 3:00 PM - 5:00 PM	Lunch & Time With Vendors / County Association Lunch 12:30 PM - 1:30 PM	10:45 AM - 12:00 PM (Four Options) *Clerk Minutes *NYS DEC *NYS DOS Division of Cemeteries * Hybrid Meetings / Live Streaming	
Welcome New Clerks - First Time Attendees Class 3:30 PM - 4:30 PM	Notary Refresher Course 1:30 PM - 3:00 PM	12:00 PM - 1:15 PM LUNCH & VENDORS	LUNCH 12:00 PM - 1:30 PM
MIXER Let's Go To The Fair 6:30 PM - 9:30 PM	GENERAL SESSION - Part 1 1:30 PM - 2:15 PM Keynote Speaker: Roseann Sdoia Materia Survivor of the 2013 Boston Marathon Break 2:15 PM - 2:30 PM	12:00 PM - 1:15 PM DISTRICT DIRECTORS LUNCH	
	GENERAL SESSION - Part 2 2:30 PM - 3:15 PM Keynote Speaker: Roseann Sdoia Materia Break 3:15 PM - 3:30 PM	1:15 PM - 2:30 PM (Four Options) *Clerk Basics *Cyber Security Awareness *FOIL *NYS Assessor's Association	
	GENERAL SESSION - Part 3 3:30 PM - 4:15 PM Keynote Speaker: Roseann Sdoia Materia	1:00 PM - 5:00 PM Photographer for Head Shots	
	GENERAL SESSION - Part 4 4:15 PM - 4:45 PM Question & Answer Session	2:30 PM - 3:00 PM BREAK	
	MONDAY NIGHT EVENT - TRIVIA NIGHT Location will be at The Desmond!	3:00 PM - 4:15 PM (Four Options) *Sexual Harassment Training / De-Escalation Techniques *NYS Archives *Resolutions / Motions / Local Laws *Required Reporting to State Comptroller (OSC)	SAFE TRAVELS HOME!
	Dinner on your own if you choose not to attend the Trivia Night Event	4:15 PM - 5:00 Time with Vendors 6:00 PM Pre-Banquet Reception 7:00 PM Annual Banquet	See You Next Year!

* TENTATIVE SCHEDULE - SUBJECT TO CHANGE - 02/15/24 Version

WESTCHESTER TRACTOR, INC.

THE BEST DON'T REST

60 INTERNATIONAL BLVD.
BREWSTER, NY 10509
Phone (845) 278-7766 Fax (845) 278-4431
Web: <http://www.wtractor.com>



Quotation

QUOTE DATE: December 8, 2023
Quotation valid for (days): 30
Quotation valid until: January 7, 2024
Prepared by: Shawn Buckes
Salesman's Phone #: (845) 402-7639
Salesman's Email: sbuckes@wtractor.com

Customer Information:

TOWN OF BEEKMAN HIGHWAY DEPARTMENT	PHONE	EXT	FAX
4 MAIN STREET	(845) 724-5900		
POUGHQUAG NY 12570	CELL		
TONY COMELLO COOP	EMAIL		



MACHINE AND OPTIONS		PRICE
NEW HOLLAND TRK LOADER C332 SER NPM426912	LIST PRICE	\$ 106,273.00
450mm (17.7inch) Tracks	NY STATE CONTRACT DISCOUNT PC69383	\$ (34,007.36)
78" Low Profile Extended Bucket	FREIGHT, SET UP & DELIVERY	\$ 2,800.00
78" Bolt on Edge Kit		
Base E-H Controls		
Block Heater		
Full Cab HVAC		
Air Ride Suspension Seat		
Cab Side Windows		
E-H Cab LCD Display		
2 Speed E-H Controls		
Hydraulic Coupler		
Steel Exterior Lights		
Glass Front Door		
Hydraulic Ride Control		
High Flow Aux Hydraulic		
LAP Bar New Holland		
Multi-Functional Electric - no Road Lights		
High Flow Package		
Heavy Duty Rear Door		
Self Level E-H Controls		
English Manual		
CP24ATD Cold Planer from Wainroy		\$ 18,393.00
E0055 Wiring Harness		\$ 183.00
2024 Towmaster Trailer TC-14D	Municipal Pricing	\$ 15,636.60
Base Model T-24LP	1 Hitch/Neck 3" Pintle Ring	
20' Deck Length	2 Ramps 5' Cleated Style	
2" Nominal Oak	Spring Assist Ramp Kit	
102" Wide	Ramp Color Red	
2 Axles 7K Torsion Non EZ Lube	Trailer Color Black	
2 Electric Brakes	8 Tie Downs Bent Flat Bar	
4 Wheel's Steel	Tool Box Lid	
1 Jack 12K Drop Leg	Pallet Fork Holders	
1 LED Light		
1 Plug 7 Pole RV		
TRADE UNITS		

TOTAL	\$ 109,278.24
TOTAL TAX	\$
TOTAL PRICE	\$ 109,278.24

PLUS TAX IF APPLICABLE

THANK YOU FOR YOUR BUSINESS!

PURCHASE ORDER FOR JOHN DEERE BOOM-MOWER

TOWN OF BEEKMAN
 4 Main Street
 Poughquag, New York 12570
 c/o Superintendent of Highways

DEPARTMENT Highway DepartmentCLAIMANT'S
NAME
AND
ADDRESS

Tiger Mower Corp.
 3301 North Louise Ave
 Sioux Falls SD 57107

(CLAIMANT - DO NOT
WRITE IN THIS AREA)31221-052417-TGR
NUMBER

FUND - APPROPRIATION	AMOUNT
	\$129,538.40
TOTAL	\$129,538.40
ENTERED ON ABSTRACT NO.	

DETAILED INVOICES MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER.
 CERTIFICATION BELOW MUST BE SIGNED.

TERMS Delivery within 45 Days PURCHASE ORDER NO. 31221-052417-TGR

DATE	VENDOR'S INVOICE NO.	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/12/2021	Quote# PRH 3/9/21	1	John Deere Model 5100M 4x4 Tiger Dengal Series Boom-Mower With 50" Flail Head See Attached Description On Quote # PRH3-9-21 State Contract Order: Sourcewell # 052417-TGR	\$129,538.40	\$129,538.40
(SEE INSTRUCTIONS ON REVERSE SIDE)				TOTAL	\$129,538.40

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUTHORIZED OFFICIAL

WILKINSON LAW BOOK CO., VICTOR, NY 14561

DATE

AUDITING BOARD

PRICE LIST A

SOURCEWELL QUOTE SHEET

1-Jan-2021

Bill To:	Town of Beekman NY
Ship To:	Thru Inc.
End User:	Town of Beekman NY
End User Contact:	POB:
Quote:	PRN 35721
Order Date:	03/09/21
Quote Date:	03/09/21
Order Contact:	Frank Casassa/Robert Hamilton Jr.
Requested ship date:	
State contract order:	Sourcewell # 052417-TGR
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

BENGAL SERIES

(Booms Hatch from 17.5" to 24.3")

HOW TO ORDER: You must select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower.

Qty	Order Code	Description	Approx. Wt.	List Price	Disc	Contract Price
1	51000	Cab 4WD 18 x 18 Pwr Row Trans - Air Ride Seat	8200	\$ 55,825	20%	\$ 44,660.00
1	55-18	Mulch-mount Boom Mower (500 lb wheel weight)	3550	\$ 27,311	20%	\$ 21,848.80
	55-22	Mulch-mount Boom Mower (1700 lb wheel weight)	4110	\$ 33,042	20%	\$ 26,433.60
	55-24	Mulch-mount Boom Mower (1700 lb wheel weight)	4250	\$ 37,135	20%	\$ 29,708.00
INCLUDES: Boom Arms, Rotating system, Wheel Weights, Motor Hydraulic Drive System, Operator Safety System (P.O.)						
SECTION 2: Choose a Boom Mower Option (Select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower)						
	55-55	3 POINT STOW (3PS) transport system & Travel Safety Lock - B022 Side Stow Mowing on 3 for 4 tractors with boom clear height of 13'11", B024 will have a clear height of 18'4"	45	\$ 4,182	20%	\$ 3,345.60
	55-56	3 POINT STOW (3PS) transport system & Travel Safety Lock	150	\$ 3,575	20%	\$ 2,860.00
	55-58	SINGLE POINT OPEN STOW (1OS) transport system & Travel Safety Lock	160	\$ 4,182	20%	\$ 3,345.60
	55-59	3 POINT-OPEN STOW (3OS) transport system & Travel Safety Lock	550	\$ 6,272	20%	\$ 5,017.60
	55-55-EXT	3OS Boom Ext. Bracket	22	\$ 491	20%	\$ 392.80
SECTION 3: Choose a Rotary Head (Select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower)						
	RT50D	50" Rotary Head with Disk/Brush Knives & Hydraulic Door	915	\$ 14,100	20%	\$ 11,280.00
	RT50B	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	740	\$ 10,903	20%	\$ 8,722.40
	RT50G	50" Rotary Head with Disk/Grass Knives & Hydraulic Door	815	\$ 14,100	20%	\$ 11,280.00
	RT50D-SW	50" Rotary Head with Disk/Brush Knives & Hydraulic Door	950	\$ 14,981	20%	\$ 11,984.80
	RT50B-SW	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	550	\$ 14,433	20%	\$ 11,546.40
	RT50G-SW	50" Rotary Head with Disk/Grass Knives & Hydraulic Door	840	\$ 16,427	20%	\$ 13,141.60
	RT50B-SW	50" Rotary Head with Blade Bar/Brush Knives & Hydraulic Door	550	\$ 16,566	20%	\$ 13,252.80
	RT50D-SW	50" Rotary Head with Disk/Grass Knives & Hydraulic Door	915	\$ 16,381	20%	\$ 13,104.80
	FL50L	50" Flail Head with Light Brush/Grass Knives (LBO)	520	\$ 16,125	20%	\$ 12,900.00
	FL50MB	50" Flail Head with Medium Brush/Grass Knives (MBO)	520	\$ 16,378	20%	\$ 13,102.40
	FL50H	50" Flail Head with Heavy Duty Brush Knives (HBO)	515	\$ 17,018	20%	\$ 13,614.40
	FL50G	50" Flail Head with Grass Knives	555	\$ 15,581	20%	\$ 12,464.80
SECTION 4: Choose a Mulcher Head (Select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower)						
	ML50-BHCHN	50" Mulcher Head with Quad Cut Teeth - Rear Chain	925	\$ 21,615	20%	\$ 17,292.00
	ML50-BHGRUB	50" Mulcher Head with Quad Cut Teeth - Rear Rubber Flap	925	\$ 21,582	20%	\$ 17,265.60
	CEL	Cable Controls and Lift Valve Kit	75	\$ 5,555	20%	\$ 4,444.00
	JSTK	Joyalock, Electric-hydraulic and Valve Kit	80	\$ 15,050	20%	\$ 12,040.00
SECTION 5: Installation Options (Select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower)						
	Factory Mt.	Installation of complete boom mower system		\$ 7,150	20%	\$ 5,720.00
	Field Mt.	Installation of complete boom mower system		\$ 7,150	20%	\$ 5,720.00
SECTION 6: BOOM MOWER OPTIONS (Select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower)						
	WHEEL WEIGHT	Wheel Weight - up charge from 1300 to 1700 lbs of counter balance.	400	\$ 1,210	20%	\$ 968.00
	WHEEL WEIGHT	Wheel Weight - upcharge from 1700 to 2550 lbs of counter balance.	350	\$ 2,331	20%	\$ 1,864.80
	ELC	Electronic Boom Positioning System	12	\$ 1,075	20%	\$ 860.00
	DOGLEY KIT	Dogley Kit, Flail Heads	13	\$ 521	20%	\$ 416.80
	DOGLEY KIT	Dogley Kit, Rotary & Mulcher Heads	13	\$ 521	20%	\$ 416.80
	KL Deck Extension	KL Deck Extension, RT50 Rotary - 1.0' (extensions, rear flap, hardware)	22	\$ 915	20%	\$ 732.00
	KL Deck Extension	KL Deck Extension, RT50 Rotary - 2.0' (extensions, rear flap, hardware)	28	\$ 935	20%	\$ 748.00
	KL Deck Extension	KL Deck Extension, RT50 Rotary - 1.0' (extensions, rear flap, hardware)	22	\$ 815	20%	\$ 652.00
	KL Deck Extension	KL Deck Extension, RT50 Rotary - 2.0' (extensions, rear flap, hardware)	28	\$ 835	20%	\$ 668.00
	50" Blade Bar Kit	50" Blade Bar Kit (bar, knives, bolts, nuts)	75	\$ 640	20%	\$ 512.00
	50" Blade Bar Kit	50" Blade Bar Kit (bar, knives, bolts, nuts)	85	\$ 1,025	20%	\$ 820.00
	50" Rotary Disk Kit	50" Rotary Disk Kit (knives, bolts, nuts, rear grease) BRUSH	39	\$ 348	20%	\$ 278.40
	50" Rotary Disk Kit	50" Rotary Disk Kit (knives, bolts, nuts, rear grease) GRASS	35	\$ 322	20%	\$ 257.60
	50" Rotary Blade Bar Kit	50" Rotary Blade Bar Kit (knives, bolts, nuts, rear grease) BRUSH	35	\$ 275	20%	\$ 220.00
	50" Rotary Disk Kit	50" Rotary Disk Kit (knives, bolts, nuts, rear grease) GRASS	35	\$ 212	20%	\$ 169.60
	50" Flail Parts Kit	50" Flail Parts Kit (knives, bolts, nuts, rear grease, bearings) LBO FLAIL	32	\$ 705	20%	\$ 564.00
	50" Flail Parts Kit	50" Flail Parts Kit (knives, bolts, nuts, rear grease, bearings) MBO FLAIL	55	\$ 1,520	20%	\$ 1,216.00
	50" Flail Parts Kit	50" Flail Parts Kit (knives, bolts, nuts, rear grease, bearings) HBO FLAIL	55	\$ 1,580	20%	\$ 1,264.00
	50" Flail Parts Kit	50" Flail Parts Kit (knives, bolts, nuts, rear grease, bearings) GRASS	44	\$ 485	20%	\$ 388.00
	Mulcher Knife Kit	Mulcher Knife Kit (knives, bolts - set of 20)	30	\$ 755	20%	\$ 604.00
	Mulcher - Rear Chain Guard Kit	Mulcher - Rear Chain Guard Kit	42	\$ 451	20%	\$ 360.80
	Mulcher - Rear Rubber Flap Guard Kit	Mulcher - Rear Rubber Flap Guard Kit	25	\$ 430	20%	\$ 344.00
	PAGL Non-standard	PAGL Non-standard		\$ 1,581	20%	\$ 1,264.80
SECTION 7: ADDITIONAL OPTIONS FROM PRICE LIST (Select one item from Sections 1, 2, 3 & 4 for a complete Boom Mower)						
12	Center P.O.I. (prop. delivery, installation, handy roll)	Center P.O.I. (prop. delivery, installation, handy roll)	Not Per Hour	\$ 160		\$ 1,920.00

TOTAL: \$129,538.40	
SECTION INFORMATION REQUIRED:	Transmission
Model:	Cab Type
Year:	2WD or 4WD

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

PURCHASE ORDER FOR JOHN DEERE BOOM MOWER

TOWN OF BEEKMAN
 4 Main Street
 Poughquag, New York 12570
 c/o Superintendent of Highways

DEPARTMENT Highway Department

CLAIMANT'S
 NAME
 AND
 ADDRESS

Tiger Mower Corp.
 3301 North Louise Ave
 Sioux Falls SD 57107

(CLAIMANT - DO NOT
 WRITE IN THIS AREA)

31221-052417-TGR
 NUMBER

FUND - APPROPRIATION	AMOUNT
	\$129,538.40
TOTAL	\$129,538.40
ENTERED ON ABSTRACT NO.	

DETAILED INVOICES MAY BE ATTACHED AND TOTAL ENTERED ON THIS VOUCHER.
 CERTIFICATION BELOW MUST BE SIGNED.

TERMS Delivery within 45 Days PURCHASE ORDER NO. 31221-052417-TGR

DATE	VENDOR'S INVOICE NO.	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
3/12/2021	Quote# PRH 3/9/21	1	John Deere Model 5100M 4x4 Tiger Dengal Series Boom Mower With 50" Flail Head	\$129,538.40	\$129,538.40
			See Attached Description On Quote # PRH3-9-21		
			State Contract Order: Sourcewell # 052417-TGR		
			(SEE INSTRUCTIONS ON REVERSE SIDE)		
			TOTAL		\$129,538.40

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$ _____
 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no
 part has been paid or satisfied; that taxes, from which the municipality is exempt are not included; and that the amount claimed is actually due.

DATE

SIGNATURE

TITLE

(SPACE BELOW FOR MUNICIPAL USE)

DEPARTMENT APPROVAL

The above services or materials were rendered
 or furnished to the municipality on the dates
 stated and the charges are correct.

APPROVAL FOR PAYMENT

This claim is approved and ordered paid
 from the appropriations indicated above.

DATE

AUTHORIZED OFFICIAL

WILKINSON LAW BOOK CO., VICTOR, NY 14561

DATE

AUDITING BOARD

1-Jan-2024

THE
COMPANY

Please direct questions to:

Ph: 800-843-6649 EXT 3
email: all_quotes_in_excel@imms
10:orders@upennswers.com

1

Qty	Unit/Grade	Description	Amount Paid	List Price	Disc	Contract
1	5100A	Club 4WD 4x4 18 Pwr Brk, 17mm. Air, Pkld Seat	\$2100	\$ 55,825	20%	03,600.00
1	5100B	Club 4WD 4x4 18 Pwr Brk, 17mm. Air, Pkld Seat	\$2100	\$ 55,825	20%	03,600.00
1	55-18	Mid-mount Beam Joyster (500 lb wheel weight)	3580	\$ 27,314	20%	\$ 21,851.60
1	55-22	Mid-mount Beam Joyster (7700 lb wheel weight)	4115	\$ 33,042	20%	\$ -
1	55-24	Mid-mount Beam Joyster (7700 lb wheel weight)	4250	\$ 37,735	20%	\$ -
INCLUDES: Boon Aerial, Winch, spare tires, Winch Wedges, 1 year of 2-year 2-Drive System, 2 year of 3-year 3-Drive System						
EXCLUDES: 2 year of 3-year 3-Drive System, 3 year of 4-year 4-Drive System, 4 year of 5-year 5-Drive System, 5 year of 6-year 6-Drive System, 6 year of 7-year 7-Drive System, 7 year of 8-year 8-Drive System, 8 year of 9-year 9-Drive System, 9 year of 10-year 10-Drive System, 10 year of 11-year 11-Drive System, 11 year of 12-year 12-Drive System, 12 year of 13-year 13-Drive System, 13 year of 14-year 14-Drive System, 14 year of 15-year 15-Drive System, 15 year of 16-year 16-Drive System, 16 year of 17-year 17-Drive System, 17 year of 18-year 18-Drive System, 18 year of 19-year 19-Drive System, 19 year of 20-year 20-Drive System, 20 year of 21-year 21-Drive System, 21 year of 22-year 22-Drive System, 22 year of 23-year 23-Drive System, 23 year of 24-year 24-Drive System, 24 year of 25-year 25-Drive System, 25 year of 26-year 26-Drive System, 26 year of 27-year 27-Drive System, 27 year of 28-year 28-Drive System, 28 year of 29-year 29-Drive System, 29 year of 30-year 30-Drive System, 30 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105-B3-EXT. 105 Boomertal Extension Bridge
SECTION 32. CHASSIS & UNDER HANGERS
ROYALTY

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RESOLUTION NO. 04:09:24-__

**RESOLUTION ACCEPTING A DECOMMISSIONING AGREEMENT,
DECOMMISSIONING ESTIMATE/PLAN, AND DECOMMISSIONING BOND FOR
SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC**

This Resolution was introduced by _____ and seconded by _____.

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

WHEREAS, pursuant to the Approvals and the Town of Beekman Solar Law, the Applicant and Owner delivered to the Town a Decommissioning Agreement and Decommissioning Estimate/Plan, as well as a Decommissioning Bond in the amount of \$281,324.59 to serve as a completion guarantee of the decommissioning and site restoration activities for the Project, as stated in the Decommissioning Agreement and Decommissioning Estimate/Plan (together, "Decommissioning Package," attached hereto as Exhibit A); and

WHEREAS, the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan authorize the Town of Beekman to draw against the Decommissioning Bond in the event the Applicant or Owner does not complete the required decommissioning and site restoration activities for the Project in accordance with the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the Decommissioning Agreement and Decommissioning Estimate/Plan, as well as the Decommissioning Bond in the sum of \$281,324.59, as security for the faithful performance of the completion of the obligations set forth in the Decommissioning Agreement and Decommissioning Estimate/Plan and hereby authorizes the Town Supervisor to execute the Decommissioning Agreement evidencing the Town's acceptance of same; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to have the Decommissioning Bond, as approved herein by the Town Board, in place prior to issuance of

a building permit for the Project or any site work, clearing, or grading in connection with the Project; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to cause the Decommissioning Agreement, or a Memorandum thereof, to be recorded in the office of the Dutchess County Clerk and all parties to the Decommissioning Agreement have agreed therein to execute any necessary documents for such recording; and

RESOLVED, that the Town Clerk is directed to file the aforementioned Decommissioning Agreement, Decommissioning Estimate/Plan, and Decommissioning Bond in her records, pending compliance with the terms of same.

Dated: April 9, 2024

ROLL CALL:	<u>AYE</u>	<u>NAY</u>
Councilman Capollari	_____	_____
Councilman Battaglini	_____	_____
Councilman Lemak	_____	_____
Councilwoman Wohrman	_____	_____
Supervisor Covucci	_____	_____

Exhibit A

DECOMMISSIONING AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2024, is made by **SOUTH GREEN HAVEN SOLAR 1, LLC**, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 ("Applicant") and **CAROLYN DICKSON as Trustee of the CAROLYN DICKSON REVOCABLE TRUST dated October 6, 2020** ("Property Owner"), and the **TOWN OF BEEKMAN**, a municipal corporation with offices located at 4 Main Street in Poughquag, New York 12570 ("Town") (together with the Applicant and Property Owner, "Parties," and each, individually, a "Party"), and involves one parcel of real property located at 97 S. Green Haven Road, Poughquag, County of Dutchess, New York (Tax Map Parcel Identification No. 6757-00-082660) ("Property").

WITNESSETH

WHEREAS, on January 19, 2023, the Town of Beekman Planning Board ("Planning Board") granted a certain water resource permit, special use permit, and preliminary and final site plan approval ("Approvals") in connection with the operation of a certain solar facility, as set forth more fully in the Approvals ("Solar Facility"), copies of which are attached hereto as **Exhibit A**; and

WHEREAS, the Approvals include a condition requiring that the Applicant provide a recordable instrument that includes a commitment from the Applicant requiring it to remediate the Property at the conclusion of the Solar Facility use, and granting to the Town access to the Property as set forth herein; and

WHEREAS, in connection with the Approvals, the Applicant and Property Owner have agreed to execute this Agreement with the Town in order to obtain the necessary permits to construct and operate the Solar Facility at the Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals, mutual agreements, covenants, and promises set forth in this Agreement, and other good and valuable consideration, including but not limited to the Applicant obtaining the Approvals from the Town to permit it to construct and operate the Solar Facility at the Property, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- A) This Agreement shall be effective upon its execution by all parties hereto. This Agreement may be executed in multiple counterparts. By executing and delivering this Agreement, the Town approves the Decommissioning Plan for the Project, which is attached hereto as **Exhibit B** and made a part hereof.
- B) The Applicant shall be primarily responsible for dismantling and removing the Solar Facility and restoring the Property, in the manner set forth in the Decommissioning Plan. The procedure set forth in the Decommissioning Plan shall be required if the Solar Facility does not produce power for a period of twelve (12) consecutive months ("Operational Cessation"). Operational Cessation shall mean that the Project is no

longer generating any electricity, other than due to repairs to the Project or causes beyond the reasonable control of Owner/Applicant. If Operational Cessation has occurred, the Town shall notify the Applicant and Property Owner of any supposed abandonment of the Solar Facility. The Applicant shall commence the removal of the abandoned Solar Facility and the remediation of the site no later than ninety (90) days following such notice, and decommissioning of the Solar Facility and restoration of the Property as required pursuant to the Decommissioning Plan shall be completed within twelve (12) months, or as soon as feasible given weather restrictions. Prior to the removal of any portion of the Solar Facility, a demolition permit shall be obtained from the Town.

- 1) The Applicant shall be permitted to submit an application to the Town of Beekman Town Board ("Town Board") for an exception to the requirement that the Solar Facility be dismantled and removed upon Operational Cessation. After considering a recommendation of the Planning Board, the Town Board may grant, in its sole discretion, for good cause shown, such exception, and may set such other conditions, as it deems reasonable, just, and proper. The Applicant shall be responsible to defray the Town's reasonable consulting expenses in reviewing this request for extension.
- C) If the Applicant fails to complete the required removal of the Solar Facility and restoration of the Property in accordance with Paragraph B of this Agreement and the Decommissioning Plan ("Default"), and only after all time periods provided in Paragraph B of this Agreement have expired, the Town or its designated agents shall have the right, but not the obligation, to enter upon the Property to dismantle and to remove the Solar Facility and remediate the Property in the manner set forth in the Decommissioning Plan. Prior to such action by the Town or its designated agents, the Town shall first notify the Applicant and Property Owner, in writing, and provide opportunity for the Applicant to cure the Default. If such Default has not been corrected and arrangements reasonably acceptable to the Town have not been made within no more than ninety (90) days, the Town may, without further notice to the Applicant, take steps it deems reasonable to correct the Default.
- D) Notwithstanding the foregoing, nothing in this Agreement shall impose the obligation upon the Town to enter upon the Property and dismantle and remove the Solar Facility. Any uncompensated costs incurred by the Town under this Agreement may be reduced to a lien against the Property after notice to the Applicant and the Property Owner and an opportunity of at least fourteen (14) days to be heard by the Town Board. The Town's right of recovery by lien shall include all reasonable consulting costs of the Town, including reasonable and necessary attorneys' fees.
- E) This Agreement shall include, but is not limited to, the following appurtenant rights granted to the Town necessary to effectuate the meaning and intent hereof:
- 1) Upon Operational Cessation, and the failure of the Applicant to act as required herein, and after all time periods provided in Paragraph B of this Agreement have

expired, the Town shall have the right, but not the obligation, to enter upon the Property and decommission and remove the Solar Facility, and restore the Property in accordance with the Decommissioning Plan. These rights shall include, but not be limited to:

- i. the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to decommission and remove the Solar Facility from the Property in accordance with the Decommissioning Plan; and
- ii. the right to clear, excavate, fill, grade, or cultivate the area where the Solar Facility was situated on the Property in accordance with the Decommissioning Plan.

- F) Prior to issuance of a building permit from the Town for the Solar Facility, or any site work, clearing, or grading in connection therewith, the Applicant must post a performance bond, in a format as set forth in the example attached hereto as **Exhibit C**, in an amount to be approved by the Town Board, whose approval shall not be unreasonably withheld ("Performance Bond"). The Performance Bond must remain in effect until the Solar Facility is removed, and the Property remediated in accordance with the Decommissioning Plan. The Town Engineer shall, on behalf of the Town, have the authority to determine compliance of the Applicant and/or Property Owner with this Paragraph F.

Upon removal and decommissioning of the Project, the Applicant shall inform the Town accordingly, in writing. Upon the Town's determination that the Applicant has decommissioned and removed the Project and restored the Property as required pursuant to the Decommissioning Plan, the Town shall: (i) release the Applicant and Property Owner from this Agreement; and (ii) issue a certificate of completion and release. A determination that decommissioning of the Project has been satisfactorily completed shall be in the reasonable discretion of the Town.

- G) This Agreement is intended solely to benefit the Town. Notwithstanding anything to the contrary in this Agreement or otherwise, no other person or entity shall claim or be entitled to any rights created hereunder by virtue of any asserted status as a third-party beneficiary.
- H) This Agreement and the attached Decommissioning Plan constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, documents, and proposals, oral or written, between the Parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing and signed by authorized representatives of all Parties. An increase or decrease in the Bond Amount held by the Town under Paragraph F of this Agreement does not constitute an amendment to this Agreement.
- I) Any notices required or permitted to be given under this Agreement: (a) shall be in writing signed or on behalf of the party making the same; (b) shall be deemed given

or delivered (i) if delivered personally, when received, or (ii) if sent from within the United States by certified mail, postage prepaid, return receipt requested, on the third business day after mailing; and (c) shall be addressed to each Party as set forth below, or at such other address as the Parties shall designate in writing by personal delivery, certified mail, or overnight courier service:

If to the Applicant:

South Green Haven Solar 1, LLC
55 Technology Drive, Suite 102
Lowell, MA 01851

If to the Property Owner:

Carolyn Dickson
97 S. Green Haven Road
Poughquag, NY 12570

If to the Town:

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

The Applicant has a continuing obligation to notify the Town Clerk of the Town of Beekman of any changes to its address, and if the Applicant fails to do so, the lack of receipt of any required notice shall not be a bar to the enforcement of this Agreement if the Party has not complied with the provisions of this paragraph.

- J) The Property Owner hereby covenants that she is seized of the Property in fee simple and has good right to execute this Agreement and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town. As necessary, the Property Owner shall arrange for subordination of the Town's rights under this Agreement by any and all mortgagees.
- K) Any signatory hereto for the Applicant represents and warrants that he or she has the authority to bind the Applicant on whose behalf they are signing.
- L) This Agreement shall run with the land and is binding upon the Parties hereto, as well as their heirs, executors, administrators, legatees, distributees, lessees, tenants, personal or legal representatives, and successors and assigns.
- M) This Agreement shall remain in effect until the Solar Facility is removed from the Property and the Property is restored in accordance with the Decommissioning Plan.

- N) The Applicant shall cause this Agreement, or a Memorandum thereof, to be recorded in the office of the County Clerk, County of Dutchess, and the Parties hereto agree to execute any and all documents necessary for such recording.
- O) A material component of the Town's consideration in granting approval for the Project was the Applicant's offer to provide a bond in favor of the Town, having a duration of thirty (30) years, but reviewable by the Planning Board as to sufficiency every five (5) years, in the amount of \$281,324.59. As part of the Approvals, the Town accepted this offer from the Applicant and made the provision of the same a condition of the Approvals. The bond is intended to cover the cost of decommissioning, removal, and site restoration of the Project from the Property when the Project is no longer in use, should the Applicant fail to do so. In the event that the bond is inadequate for whatever reason or the amount is insufficient to cover the costs of such decommissioning, removal, and site restoration, the Property Owner expressly consents to the amount of any such deficiency becoming a lien on the Property, after notice to the Applicant and the Property Owner and an opportunity of at least thirty (30) days to be heard by the Town Board. The Town's right of recovery by lien shall include all reasonable consulting costs of the Town, including reasonable and necessary attorneys' fees.
- P) This Agreement, and any amendments thereto, shall be governed by the laws of the State of New York and shall be enforceable only in a New York Court of competent jurisdiction.
- Q) If a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

[Signature pages to follow]

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

SOUTH GREEN HAVEN SOLAR 1, LLC

By: _____

Name: _____

Title: _____

Dated: _____

**CAROLYN DICKSON, as Trustee of the CAROLYN DICKSON REVOCABLE TRUST
dated October 6, 2020**

Name: _____

Dated: _____

TOWN OF BEEKMAN

By: _____

Name: _____

Title: _____

Dated: _____

ACKNOWLEDGEMENTS

State of _____)
) ss.:
County of _____)

On _____, 2024, before me, the undersigned, personally appeared _____, the _____ of SOUTH GREEN HAVEN SOLAR 1, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

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

On _____, 2024, before me, the undersigned, personally appeared CAROLYN DICKSON as Trustee of the CAROLYN DICKSON REVOCABLE TRUST dated October 6, 2020, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

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

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

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
PROJECT APPROVALS



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

**RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT,
CONDITIONAL SITE PLAN & SPECIAL USE PERMIT APPROVAL**

APPLICATION OF GREENHAVEN ROAD SOLAR

Date of Approval: January 19, 2023

Tax Parcel ID No(s): 132200-6757-00-082660

**Issued in accordance with § 274-a & 274-b of New York State Town Law
and
The Town of Beekman Zoning Ordinance**

WHEREAS, a valid application requesting Site Plan and Special Use Permit approval was submitted by Borrego Solar Systems, LLC as Applicant and Carolyn Dickson as Owner on June 28, 2021; and

WHEREAS, the Applicant proposes to lease a portion of the property, which is located at located at 97 S. Greenhaven Road within the C-3 Zoning District, and further identified as tax parcel 6757-00-082660, to construct a 3.7 MW large scale solar electric system initially for 20 years, with an option for 10 additional years before decommissioning; and

WHEREAS, upon presentation at the July 15, 2021 meeting, the Planning Board generally accepted the submitted materials, including a Site Plan Set, applications, and Part 1 of a Full Environmental Assessment Form (EAF); and

WHEREAS, upon presentation at the August 19, 2021 meeting, the Planning Board granted sketch site plan approval (by a 4-1 vote, with Member Abbatantuono voting nay), unanimously classified the proposed action as an Type I under the State Environmental Quality Review Act (SEQRA) Implementing Regulations, and unanimously expressed its intent to serve as lead agency for a coordinated review under the SEQRA Implementing Regulations; and

WHEREAS, on or around September 20, 2021, the Town formally circulated materials to several involved agencies, including the New York State Department of Environmental Conservation (NYSDEC), the Dutchess County Department of Behavioral and Community Health (DCDBCH), the Dutchess County Department of Planning & Development (DCDOP), the New York State Department of Corrections (NYSDOC), the New York State Office of Parks, Recreation and Historic Preservation

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

(OPRHP), the Town of Beekman Zoning Board of Appeals (ZBA), the Town of Beekman Conservation Advisory Council (CAC) and the Beekman Fire Department; and

WHEREAS, the Town formally referred the project on September 21, 2021 to the DCDOP in accordance with General Municipal Law §239-m as the application calls for site plan and special use permit and is also located within 500 feet of New York State property and farm operations in an agricultural district and

WHEREAS, the DCDOP responded to the §239-m referral on September 24, 2021 and deemed the application a matter of local concern; and

WHEREAS, having heard no objection, the Planning Board declared itself Lead Agency at the October 21, 2021 meeting; and

WHEREAS, on October 21, 2021 meeting, the Planning Board authorized the applicant to prepare for a Public Hearing on the Site Plan and Special Use Permit for the November 18, 2021 meeting; and

WHEREAS, at the November 18, 2021 meeting of the Planning Board, a lawful Public Hearing on the application was opened, where there were a number of public comments received, and the public hearing was adjourned to the December 16, 2021 meeting; and

WHEREAS, at the November 18, 2021 meeting of the Planning Board, a lawful Public Hearing on the application was opened, where there were a number of public comments received, and the public hearing was adjourned to the December 16, 2021 meeting; and

WHEREAS, the public hearing was continued at the December 16, 2021, February 17, 2022, March 17, 2022, April 21, 2022, and the May 19, 2022 meetings, at which time it was closed (4-0 vote, with member Abbatantuono being absent); where over the course of the public hearing, there were a number of public comments received, with particular interest in the visual impacts, screening, dust control, and necessary modification to an existing drainage easement; and

WHEREAS, over the course of the public hearings, the applicant prepared alternative layouts, and modified the proposal to include additional landscaping including several visual simulations and cross-sections, preserve certain large trees, increase the proposed setback at certain property lines, increased dust control measures including processing chips in the south paddock area, and pledged to work with the adjacent property owner to update the existing drainage easement, resulting in a reduction in size to a 3.35 MW large scale solar electric system; and

WHEREAS, at the May 19, 2022 meeting, the applicant agreed to waive the 62-day period for the Planning Board to take action to approve, approve with modification, or disapprove the proposed site plan following the closure of the public hearing; and

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

WHEREAS, the applicant appeared at the July 21, 2022 meeting and the Town Engineer recommended some additional measures that need to be incorporated prior to the Planning Board making a SEQR determination; and,

WHEREAS, the Town engineer prepared full EAF Parts 2 & 3 for the Planning Board's consideration, and the Planning Board, at its September 15, 2022 meeting, considered any potential environmental effects of the proposed action and, after taking a hard look identified none, and issued a SEQRA Determination of Non-Significance (Negative Declaration), concluding SEQRA compliance review (vote 4-0 with Member Abbatantuono absent); and

WHEREAS, Borrego Solar Systems, LLC submitted documentation and an updated application early September 2022 to address a name change to New Leaf Energy, Inc., as they will be the Applicant going forward; and

WHEREAS, at the October 6, 2022 meeting of the Zoning Board of Appeals (ZBA), seeking 69 foot relief in setback where 150 feet is required and 81 feet is proposed generally along the eastern boundary, the Applicant was granted the requested relief; and

WHEREAS, on January 19, 2023, New Leaf Energy, Inc. submitted information regarding the lease of the site being for a term of 25 years, with four 5-year options to extend; and

WHEREAS, the subject parcel is located within the bounds of the Aquifer Overlay District and is subject to the standards of §155-12; and

WHEREAS, at the January 19, 2023 meeting of the Planning Board, the Board considered the standards for the Aquifer Overlay District per §155-12(D), and determined that the project will not:

1. Appreciably alter the subsurface flow of groundwater to private water supply wells and existing and potential public water supply wells as there will be no extraction of water as part of the project.
2. Appreciably degrade the quality of groundwater through the introduction of sewage wastes, stormwater runoff, liquid chemicals, petroleum products, dissolved metals or other toxic substances as the project does not include on-site sewage disposal nor does it propose significant impervious coverage and includes stormwater management practices designed in accord with New York State standards.
3. Appreciably increase the long-term risk of groundwater contamination through the siting, establishment or expansion of uses which store, transport, or utilize significant quantities of material which is potentially harmful to groundwater quality as the project does not propose storage of harmful materials.
4. Appreciably increase the long-term risk of groundwater contamination through the introduction of relatively small quantities of hazardous or toxic substances which, over a period

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

of time, may accumulate in groundwater as the project does not propose storage of hazardous materials.

5. Appreciably increase the risk of groundwater contamination through the removal of soil, sand, stone, or gravel which provides a protective mantle for groundwater or which is part of the geologic deposits making up the Town's aquifers as the project does not propose significant earthwork.

WHEREAS, the subject parcel contains wetlands and watercourses subject to Town regulated buffers requiring issuance of a Water Resource Permit from the Planning Board subject to the standards of §155-52; and

WHEREAS, at the January 19, 2023 meeting of the Planning Board, the Board considered the standards for the Water Resource Permit per §155-52(I), and recognized that the Applicant had reduced disturbance to the wetland and watercourse buffers to the minimum required to access the Project site during the course of the planning process, and determined that the limited disturbance is "reasonable and necessary", and therefore issued a Water Resource Permit; and

WHEREAS, having reviewed the Site Plan, the Planning Board then considered action on the preliminary site plan in accordance with the general requirements contained in §155-59(F); and

THEREFORE, BE IT RESOLVED THAT, the Planning Board granted Preliminary Site Plan approval on January 19, 2023; and

WHEREAS, having reviewed the Site Plan, the Planning Board then considered action on the final site plan in accordance with the general requirements contained in §155-59(H); and

THEREFORE, BE IT RESOLVED THAT, the Planning Board granted Final Site Plan approval on January 19, 2023 subject to fulfillment of certain conditions enumerated below; and

WHEREAS, having reviewed the Site Plan, the Planning Board then considered action on the special use permit in accordance with the general requirements contained in §155-60 (G); and

THEREFORE, BE IT RESOLVED THAT, the Planning Board granted Special Use Permit approval on January 19, 2023 subject to fulfillment of certain conditions enumerated below; and

BE IT FURTHER RESOLVED THAT, the Planning Board at its January 19, 2023 meeting determined that there was a need to establish a performance bond to ensure installation of trees and restoration of the site if the Applicant fails to complete the Project; and

BE IT FURTHER RESOLVED THAT, the foregoing conditions of approval, as set forth below, shall be fulfilled prior to the signing of the plan by the Chairman of the Planning Board:

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

1. The Applicant shall address the remaining comments within the Town Engineer's review letter dated December 12, 2022 and any subsequent comments that may arise as a result of addressing said comments.
2. The Owner shall provide a letter to the Town of Beekman that the previous special use permit is no longer in use and will remain in that capacity unless a new special use permit application for the site is formally submitted to the Planning Board.
3. Legal consent between all parties, specifying the use of the land for the duration of the Project, including easements and other agreements, including provision for the mandatory remediation of the property after the use is concluded shall be reviewed and approved by the Town Attorney.
4. The Applicant shall prepare a performance bond estimate in an amount approved by the Town Engineer, along with a performance agreement reviewed and approved by the Town Attorney.
5. The final Decommissioning Plan along with an updated decommissioning estimate updated to reflect 45 years of inflation shall be reviewed and approved by the Town Attorney and Town Engineer.
6. All other legal documentation associated with the Project, such as the updated drainage easement, shall be reviewed and approved by the Town Attorney.
7. The Applicant shall submit payment of any outstanding escrow fees related to the Planning Board review process, as determined by the Town Comptroller's Office and establish post-development escrow.
8. The Applicant shall submit payment of any outstanding Site Plan and/or Special Use Permit fees, as determined by the Town Comptroller's Office.
9. The Applicant and the Owner shall sign a copy of this resolution and file it with the Planning Board for the purpose of indicating familiarity with the provisions of this resolution and acknowledging receipt of a copy thereof.

Pursuant to Town Code §155-59(H), the conditions enumerated above shall be fulfilled within 180 days, or by July 18, 2023. The Planning Board may extend, by not more than two additional 90-day periods each, the time in which the conditionally approved site plan must be submitted for signature. Further, pursuant to Town Code §155-60(I), the special use permit shall be void if construction is not started within one year and completed within two years of the date of the final site plan approval, except that the special use permit can be renewed by the Planning Board at its direction.

BE IT FURTHER RESOLVED THAT, the foregoing conditions of approval, as set forth below, shall be fulfilled prior to issuance of a building permit or any earthwork for the large-scale electric system:

1. The Applicant shall post the performance bond in the amount approved by the Town Engineer, along with the executed performance agreement as approved by the Town Attorney.

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

2. The Applicant shall post an inspection fee in the amount of 4% of the performance bond to allow for periodic construction observation by the Town's Professional Consultants.
3. The Applicant shall obtain a driveway permit from the Town of Beekman Highway Department.

BE IT FURTHER RESOLVED THAT, prior to issuance of a certificate of compliance for the large-scale electric system, the owner shall:

1. Meet with the Beekman Fire Advisory Board and/or Fire Department to ensure that the access and fire breaks as discussed during the approval process have been provided to their satisfaction, and to ensure an adequate schedule for mowing.
2. Remediate any Code violations, if any exist, as stipulated by the Building Inspector.

BE IT FURTHER RESOLVED THAT, as a general condition of the special use permit for the large-scale electric system, the owner shall:

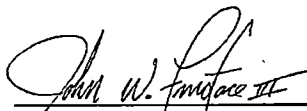
1. Provide copies of all leases and extension amendments to the Town of Beekman Planning Department within 30 days of full execution in order to ensure that it conforms to the spirit of the decommissioning plan over the duration of the use.
2. The decommissioning plan shall be updated and submitted to the Town of Beekman Planning Department every five (5) years from the date of the Planning Board Chairman's signature on the plan until the site is decommissioned. The failure to do so could result in the revocation of the special use permit, pursuant to §155-43.

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE
PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

The vote of the Planning Board was as follows:

Chairman John Frustace III
Member Peter Poltrack
Member Rob Lopane
Member Faye Garito
Member Jayson Abbatantuono

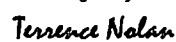
Aye
Aye
Aye
Aye
Aye



John Frustace III, Chairman

01/26/2023

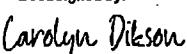
Date

DocuSigned by:

49063BF3476B47F...

3/2/2023

Date

New Leaf Energy, Inc. (print and sign name)
Applicant

DocuSigned by:

6A7134A9B61F4C6...

3/1/2023

Date

Carolyn Dickson
Owner

Date

EXHIBIT B
DECOMMISSIONING PLAN



Decommissioning Estimate/Plan

Date: 4/26/2023
Calculated By: GG

97 S. Greenhaven Road
Town of Beekman, New York

This Decommissioning Estimate has been prepared by New Leaf Energy in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

No salvage values have been assumed in this calculation.

The following values were used in this Decommissioning Estimate:

System Specifications	
Number of Modules	5,376
Number of Racks	224
Number of Inverters	1
Number of Transformers	3
Electrical Wiring Length (ft)	2,743
Number of Foundation Screws	896
Length of Perimeter Fence (ft)	4,242
Number of Power Poles	6
Access Rd Material Volume (YD)	657
Total Disturbed Area (SF)	27,652
Total Fence Weight (lbs)	3,012
Total Racking Weight (lbs)	190,400
Total Foundation Screw Weight (lbs)	35,840
Total Solar Module Weight (lbs)	322,560

Labor and Equipment Costs	
Labor Rate (\$/hr)	\$ 50.00
Operator Rate (\$/hr)	\$ 75.00
Bobcat Cost (\$/hr)	\$ 96.10
Front End Loader Cost (\$/Day)	\$ 797.63
Excavator Cost (\$/Day)	\$ 1,287.74
Trucking Cost (\$/hr)	\$ 120.13
Backhoe Cost (\$/hr)	\$ 96.10
Power Pole Removal Cost (\$/pole)	\$ 1,500.00
Grader Cost (\$/day)	\$ 1,249.30
Gravel Export Cost (\$/YD)	\$ 10.00
Loam Import Cost (\$/YD)	\$ 30.00
Seeding Cost (\$/SF)	\$ 0.20
Fuel Cost (\$/mile)	\$ 0.75

Equipment & Material Removal Rates	
Module Removal Rate (min/module)	1
Rack Wiring Rem. Rate (min/mod)	0.25
Racking Dismantling Rate (min/rack)	20
Inverter Removal Rate (hr/unit)	0.5
Transformer Removal Rate (hr/unit)	1
Rack Loading Rate (min/Rack)	10
Elect. Wiring Removal Rate (min/LF)	0.5
Screw Rem. Rate (screws/day)	600
Fence Removal Rate (min/LF)	1
Days req. to break up concrete pads	1
Days req. with Rough Grader	1
Days req. with Fine Grader	1
Total Truckloads Required	12
Round-Trip Dist. to Trans. Sta.(miles)	20
Round-Trip Time to Trans. Sta. (hr)	1



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

**RESOLUTION GRANTING EXTENSION OF CONDITIONAL SITE PLAN AND SPECIAL PERMIT APPROVAL
APPLICATION OF GREENHAVEN ROAD SOLAR**

Tax Parcel ID No(s): 132200-6757-00-082660

Approval Date: October 19, 2023

**Issued in accordance with § 274-a & 274-b of New York State Town Law
and**

The Town of Beekman Zoning Ordinance

WHEREAS, the Town of Beekman Planning Board granted site plan and special permit approval for the construction of a 3.7 MW large scale solar electric system (the "Project") located at 97 S. Greenhaven Road on January 19, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-59(H)(3) dictates that conditional approval of the final site plan shall expire 180 days after the resolution granting such approval unless all requirements in such resolution have been certified as completed, or July 18, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-60(I) dictates that a special use permit shall be void if construction is not started within one year and completed within two years of the date of the final site plan approval; and

WHEREAS, final site plan approval is considered to be the date that the site plan is signed by the Chairman of the Planning Board; and

WHEREAS, the applicant has been diligently attempting to satisfy the conditions of the site plan approval, and requested and was granted one (1) 90-day extension at the July 20, 2023 meeting extending the approval through October 16, 2023; and

WHEREAS, the applicant has been diligently attempting to satisfy the conditions of the site plan approval, and has requested one (1) additional 90-day extension; and

WHEREAS, the Planning Board has determined that there has been no change in circumstances that would require a re-approval of the site plan; and

WHEREAS, the Planning Board further determines that there have been no changes in circumstances warranting a reopening of SEQRA and that the negative declaration shall remain in full force and effect and cover this extension; and

NOW THEREFORE, BE IT RESOLVED THAT, the Planning Board resolves to grant one (1) additional 90-day extension for the conditional final site plan approval through January 14, 2024; and

BE IT FURTHER RESOLVED THAT, all conditions of the January 19, 2023 resolution shall be fulfilled prior to the signing of the plan by the Chairman of the Planning Board.

The vote of the Planning Board was as follows:

Chairman John Frustace III

Absent

Member Peter Poltrack

Aye

Member Rob Lopane

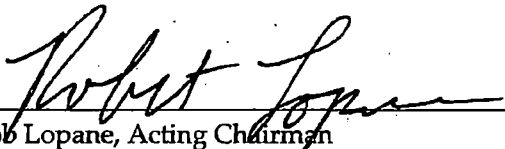
Aye

Member Faye Garito

Absent

Member Jayson Abbatantuono

Aye


Rob Lopane, Acting Chairman

10/26/23

Date



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

**RESOLUTION GRANTING EXTENSION OF CONDITIONAL SITE PLAN AND SPECIAL PERMIT APPROVAL
APPLICATION OF GREENHAVEN ROAD SOLAR**

Tax Parcel ID No(s): 132200-6757-00-082660

Approval Date: July 20, 2023

**Issued in accordance with § 274-a & 274-b of New York State Town Law
and
The Town of Beekman Zoning Ordinance**

WHEREAS, the Town of Beekman Planning Board granted site plan and special permit approval for the construction of a 3.7 MW large scale solar electric system (the "Project") located at 97 S. Greenhaven Road on January 19, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-59(H)(3) dictates that conditional approval of the final site plan shall expire 180 days after the resolution granting such approval unless all requirements in such resolution have been certified as completed, or July 18, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-60(I) dictates that a special use permit shall be void if construction is not started within one year and completed within two years of the date of the final site plan approval; and

WHEREAS, final site plan approval is considered to be the date that the site plan is signed by the Chairman of the Planning Board; and

WHEREAS, the applicant has been diligently attempting to satisfy the conditions of the site plan approval, and has requested one (1) 90-day extension;

NOW THEREFORE, BE IT RESOLVED THAT, the Planning Board resolves to grant one (1) 90-day extensions for the conditional final site plan approval through October 16, 2023; and

BE IT FURTHER RESOLVED THAT, all conditions of the January 19, 2023 resolution shall be fulfilled prior to the signing of the plan by the Chairman of the Planning Board.

RESOLUTION GRANTING EXTENSION OF SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – July 20, 2023

The vote of the Planning Board was as follows:

Chairman John Frustace III

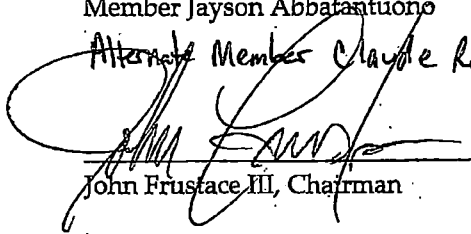
Member Peter Poltrack

Member Rob Lopane

Member Faye Garito

Member Jayson Abbatantuono

Alternate Member Claude Rancourt


John Frustace III, Chairman

Aye

Absent

Aye

Absent

Absent

Aye

7/20/2023

Date



Labor, Material, and Equipment Costs

1. Remove Modules

The solar modules are fastened to racking with clamps. They slide in a track. A laborer needs only unclamp the module and reach over and slide the module out of the track.

$$\text{Module Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \\ \text{Module Removal Cost}$$

$$\text{Total} = \$ 4,480.00$$

2. Remove Rack Wiring

The modules are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. The string wires are in a tray. A laborer needs only unplug the module, reach into the tray and remove the strands of wire.

$$\text{Wire Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \\ \text{Rack Wiring Removal Cost}$$

$$\text{Total} = \$ 1,120.00$$

3. Dismantle Racks

The racking is supported by screw foundations. The racking will be disconnected from the foundation and removed separately.

$$\text{Number of Racks} \cdot \text{Rack Dismantling Rate} \cdot \text{Labor Rate} = \\ \text{Rack Dismantling Cost}$$

$$\text{Total} = \$ 3,733.33$$

4. Remove and Load Electrical Equipment

Electrical equipment includes transformers and inverters.

$$(\text{Number of Inverters} \cdot \text{Inverter Removal Rate} + \text{Number of Transformers} \cdot \text{Transformer Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost}) = \\ \text{Electrical Equipment Removal Cost}$$

$$\text{Total} = \$ 598.85$$

5. Break Up Concrete Pads

Concrete pads are broken up using an excavator and jackhammer.

$$\text{Number of Demolition Days} \cdot (\text{Excavator Cost} + \text{Operator Cost}) = \\ \text{Total Concrete Pad Removal}$$

$$\text{Total} = \$ 1,397.63$$



6. Load Racks

Once the racks have been dismantled, they will be loaded onto trucks for removal from the site. The trucking cost associated with this line item represents the additional time a truck will be needed during loading. Please see item # 13 for additional trucking costs.

$$\text{Number of Racks} \cdot \text{Rack Loading Rate} \cdot (\text{Operator Cost} + \text{Front End Loader Cost} + \text{Trucking Cost}) = \text{Total Rack Removal Cost}$$

Total = \$ 10,872.40

7. Remove Electrical Wiring

All electrical wiring and underground conduits will be removed to a depth of 48 inches.

$$\text{Cable Length} \cdot \text{Cable Removal Rate} \cdot (\text{Operator Cost} + \text{Backhoe Cost}) = \text{Total Cable Removal Cost}$$

Total = \$ 7,822.12

8. Remove Foundation Screws

Foundation screws will be backed out of the ground and loaded onto a truck to be removed from site.

$$(\text{Total Number of Screws} / \text{Daily Screw Removal Rate}) \cdot (\text{Operator Rate} + \text{Excavator Cost}) = \text{Total Screw Removal Cost}$$

Total = \$ 2,819.03

9. Remove Fencing

Fencing posts, mesh, and foundations will be loaded onto a truck and removed from site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #13.

$$(\text{Total Length of Fence} \cdot \text{Fence Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost} + \text{Trucking Cost}) =$$

Total = \$ 20,589.61

10. Remove Power Poles

Power poles will be removed and shipped off site.

$$\text{Number of Power Poles} \cdot \text{Pole Removal cost} = \text{Total Power Pole Removal Cost}$$

Total = \$ 9,000.00



11. Gravel Road Reclamation

Reclamation of the gravel access road will entail removing the gravel material and exporting it off site. The area will then be backfilled with loam and graded.

$$\begin{aligned} & (\text{Days with Rough Grader} + \text{Days with Fine Grader}) \cdot (\text{Grader Cost per Day} + \text{Operator Cost per Day}) \\ & + [\text{Roadway Material Volume} \cdot (\text{Gravel Export Cost} + \text{Loam Import Cost})] = \\ & \text{Gravel Road Reclamation Cost} \end{aligned}$$

Total = \$ 29,983.34

12. Seed Disturbed Areas

Seeding cost includes labor and materials for reseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal.

$$\begin{aligned} & \text{Seeding Cost} \cdot \text{Disturbed Area} = \\ & \text{Total Seeding Cost} \end{aligned}$$

Total = \$ 5,530.44

13. Truck to Transfer Station

All material will be trucked to the nearest Transfer station that accepts construction material. The nearest transfer station is Royal Carting Service Co.

$$\begin{aligned} & (\text{Total Truckloads} \cdot \text{Roundtrip Distance} \cdot \text{Fuel Cost}) + (\text{Total Truckloads} \cdot \text{Round Trip Time} \cdot \\ & \text{Trucking Cost}) = \\ & \text{Total Trucking Cost to Transfer Station} \end{aligned}$$

Total = \$ 1,621.50



97 S. Greenhaven Road
Town of Beekman, New York

Salvage Values

Salvage Value Not Included

Panel Disposal

2S. Solar Panel Disposal Cost

The panels can be disposed of at facilities which accept electronics. They will be trucked to Royal Carting Service Co..

@ \$140/Ton

(Total Panel Weight)/2000 • Cost per Ton of disposal =

Total = \$ 22,579.20



97 S. Greenhaven Road
Town of Beekman, New York

Summary of Decommissioning Costs and Salvage Values

Line Item	Task	Cost
1	Module Removal	\$ 4,480.00
2	Rack Wiring Removal	\$ 1,120.00
3	Rack Dismantling	\$ 3,733.33
4	Electrical Equipment Loading and Removal	\$ 598.85
5	Break Up Concrete Pads	\$ 1,397.63
6	Load Racks	\$ 10,872.40
7	Electrical Wiring Removal	\$ 7,822.12
8	Foundation Screw Removal	\$ 2,819.03
9	Fence Removal	\$ 20,589.61
10	Power Pole Removal	\$ 9,000.00
11	Gravel Road Reclamation	\$ 29,983.34
12	Seed Disturbed Areas	\$ 5,530.44
13	Trucking to Transfer Station	\$ 1,621.50

Sub Total = \$ 99,568.25

Additional Item	Task	Value
Salvage Values Not Included		

2S	Solar Panel Disposal Cost	\$ 22,579.20
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Additional Item Subtotal \$ 22,579.20

Total = \$ 122,147.45

Task	Future Value
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Inflation

of Years= 5

Inflation Rate= 3.0%

Total • (1+ Inflation Rate)^Number of Years =Grand Total

Grand Total = \$ 141,602.37
@ 5 Years



97 S. Greenhaven Road
Town of Beekman, New York

of Years= 10
Inflation Rate= 3.0%
 $Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 164,155.96
@ 10 Years

of Years= 15
Inflation Rate= 3.0%
 $Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 190,301.74
@ 15 Years

of Years= 20
Inflation Rate= 3.0%
 $Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 220,611.88
@ 20 Years

of Years= 25
Inflation Rate= 3.0%
 $Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 255,749.63
@ 25 Years

of Years= 30
Inflation Rate= 3.0%
 $Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 296,483.92
@ 30 Years

of Years= 35
Inflation Rate= 3.0%
 $Total \cdot (1 +$

Grand Total = \$ 343,706.12
@ 35 Years

of Years= 40
Inflation Rate= 3.0%
 $Total \cdot (1 +$

Grand Total = \$ 398,449.59
@ 40 Years

of Years= 45
Inflation Rate= 3.0%
 $Total \cdot (1 +$

Grand Total = \$ 461,912.28
@ 45 Years

Accepted By:

Date:

EXHIBIT C
PERFORMANCE BOND

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **South Green Haven Solar 1, LLC** as Principal, and **Pennsylvania Insurance Company** a corporation duly authorized under the laws of the State of New Mexico, as Surety, are held and firmly bound unto the **Town of Beekman** as Oblige in the full and just sum of Two Hundred Eighty-One Thousand Three Hundred Twenty-Four and 59/100 (\$281,324.59), lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents. Surety is authorized to do business in the State of New York by virtue of **THE ATTACHED STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES LICENSE**.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Oblige have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the South Green Haven Solar 1, LLC identify approved Decommissioning Plan, which said plan, dated January 19, 2023, is hereby referred to and made part hereof; and

Whereas, the Oblige has requested that the Principal furnish a bond for the faithful performance of said decommissioning plan.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said plan and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Oblige, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the plan or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the plan or to the work or to the specifications.

The surety may cancel this bond at any time by giving the Oblige ninety (90) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Oblige within sixty (60) days of the receipt by the Oblige of the Notice of Cancellation, the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Oblige.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 15th day of February, 2024.

Bond No. SBP150344_019

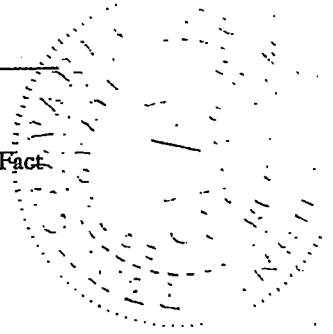
South Green Haven Solar 1, LLC

Pennsylvania Insurance Company

By: _____

By: Megan Sivley

Megan Sivley, Attorney-in-Fact



State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Pennsylvania Insurance Company

Home Office Address

Cedar Rapids, Iowa

Organized under the Laws of

Iowa

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2020.

**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2019**



**Linda A. Lacewell
Superintendent**

By

**Ellen R Buxbaum
Special Deputy Superintendent**

Original on Watermarked Paper

California Insurance Company • Continental Indemnity Company • Illinois Insurance Company • Pennsylvania Insurance Company

10805 Old Mill Road • Omaha, Nebraska 68154

POWER OF ATTORNEY NO. ALLHOU01_0323

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

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

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

"Unlimited"

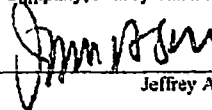
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

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

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

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

By _____

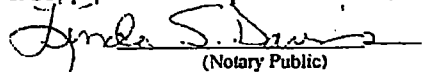


Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

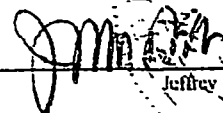
On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument,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

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


(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of February, 2024



Jeffrey A. Silver, Secretary

JPMORGAN CHASE BANK, N.A.
TRADE & WORKING CAPITAL
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128
SWIFT: CHASUS33

To
TOWN OF BEEKMAN
4 MAIN STREET, POUGHQUAG, NY 12570
ATTN: TOWN SUPERVISOR
MARY B COVUCCI

Date: 03 Apr 2024
Our Reference: NUSCGS051728
Subject: IRREVOCABLE STANDBY LETTER OF CREDIT NO.: NUSCGS051728

Dear Sir/Madam,

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BENEFICIARY:
TOWN OF BEEKMAN
4 MAIN ST
POUGHQUAG, NY 12570
ATTN: TOWN SUPERVISOR MARY B COVUCCI

ACCOUNT PARTY:
SOUTH GREEN HAVEN SOLAR 1, LLC
560 DAVIS STREET, SUITE 250
SAN FRANCISCO, CA 94111

DATE OF EXPIRY : 01-APR-2025
PLACE OF EXPIRY : OUR COUNTER
AMOUNT : USD 20,000.00
APPLICABLE RULE : ISP98 LATEST VERSION

WE HEREBY ISSUE THIS LETTER OF CREDIT AT THE REQUEST OF ACCOUNT
OF APPLICANT/ OBLIGOR, GENERATE CAPITAL, PBC, 560 DAVIS STREET,
STE 250, SAN FRANCISCO, CA 94111, ON BEHALF OF ACCOUNT PARTY,
SOUTH GREEN HAVEN SOLAR 1, LLC.

THIS LETTER OF CREDIT IS AVAILABLE WITH JPMORGAN CHASE BANK,
N.A., AGAINST PRESENTATION OF THE DOCUMENT INDICATED HEREIN.

1. BENEFICIARY'S DATED STATEMENT REFERENCING JPMORGAN CHASE BANK,
N.A. LETTER OF CREDIT NO. NUSCGS051728 INDICATING AMOUNT OF
DEMAND/CLAIM AND PURPORTEDLY SIGNED BY AN AUTHORIZED PERSON,
SIGNED AS SUCH, READING AS FOLLOWS:

"WE HEREBY CLAIM PAYMENT OF USD _____ UNDER JPMORGAN CHASE
BANK, N.A. LETTER OF CREDIT NUMBER NUSCGS051728, AND HEREBY
CERTIFY THAT THE SOUTH GREEN HAVEN SOLAR 1, LLC HAS FAILED TO
PERFORM IN ACCORDANCE WITH THE TERMS OF THE STORMWATER FACILITY
CONTROL MAINTENANCE AGREEMENT AND THE OBLIGATION REMAIN
OUTSTANDING."

PARTIAL AND/OR MULTIPLE DRAWINGS ARE PERMITTED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL TWELVE (12) MONTH PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE CURRENT EXPIRY DATE WE SEND NOTICE IN WRITING TO YOU VIA HAND DELIVERY AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD. HOWEVER IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF DECEMBER 31, 2049. UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRY DATE, BY PRESENTATION OF YOUR DATED SIGNED STATEMENT READING AS FOLLOWS:

"THE AMOUNT OF THIS DRAWING USD _____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER NUSCGS051728 REPRESENTS FUNDS DUE US AS WE HAVE RECEIVED NOTICE FROM JPMORGAN CHASE BANK, N.A. OF THEIR DECISION NOT TO AUTOMATICALLY EXTEND LETTER OF CREDIT NUMBER NUSCGS051728 AND THE UNDERLYING OBLIGATION REMAINS OUTSTANDING."

WE ENGAGE WITH YOU THAT DOCUMENTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR COUNTERS AT JPMORGAN CHASE BANK, N.A., 10410 HIGHLAND MANOR DRIVE, FLOOR 03, TAMPA, FL 33610-9128, ATTN: TRADE OPERATIONS - STANDBY LC'S, ON OR BEFORE THE EXPIRATION DATE. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE BY WIRE TRANSFER TO THE BENEFICIARY'S ACCOUNT PER THEIR INSTRUCTIONS. ALL DOCUMENTS PRESENTED MUST BE IN ENGLISH.

DRAWINGS HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER 856-294-5267 UNDER TELEPHONE PRE-ADVICE TO 1-800-634-1969. SUCH FAX PRESENTATION(S) MUST BE RECEIVED ON OR BEFORE THE EXPIRY DATE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. ANY SUCH FAX PRESENTATION SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING. IN THE EVENT OF PRESENTATION BY FAX, THE ORIGINAL DOCUMENTS SHOULD NOT ALSO BE PRESENTED. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT.

THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND IN THE EVENT OF ANY CONFLICT ISP98 WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. ANY DISPUTES ARISING FROM OR IN CONNECTION WITH THIS STANDBY LETTER OF CREDIT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN.

Continuation of our Reference

NUSCGS051728

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS STANDBY LETTER
OF CREDIT QUOTING OUR REFERENCE NUSCGS051728 TO:

JPMORGAN CHASE BANK, N.A.
ATTN: TRADE OPERATIONS - STANDBY LC'S
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference
NUSCGS051728 using the following contact details:
Telephone Number: 1-800-634-1969
Email Address: gts.client.services@jpmchase.com

Yours Faithfully,
JPMorgan Chase Bank, N.A.,

A handwritten signature in black ink, appearing to read 'R Davis', is written over a horizontal line.

Authorized Signature
Ralph Davis
VP - Operations Manager

STORMWATER CONTROL FACILITY MAINTENANCE
AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2024, is made by **SOUTH GREEN HAVEN SOLAR 1, LLC**, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 ("Permittee"), **CARLOYN DICKSON as Trustee of the CAROLYN DICKSON REVOCABLE TRUST dated October 6, 2020**, with an address of 104 3rd Street Bradenton, Florida 34217 ("Landowner"), and the **TOWN OF BEEKMAN**, a municipal corporation with offices located at 4 Main Street in Poughquag, New York 12570 ("Town") (together with the Permittee and Landowner, "Parties," and each, individually, a "Party").

WITNESSETH

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

SOUTH GREEN HAVEN SOLAR 1, LLC

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: **CAROLYN DICKSON**, as Trustee of the **CAROLYN DICKSON REVOCABLE TRUST** dated October 6, 2020

Dated: _____

TOWN OF BEEKMAN

By: Mary B. Covucci

Name: Mary B. Covucci

Title: Supervisor

Dated: 4-9-24

State of New York
County of Dutchess

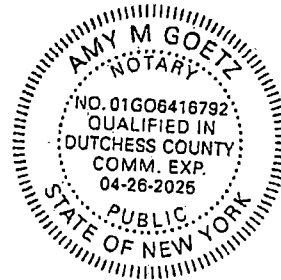
On April 9th, 2024, before me, the undersigned, personally appeared Mary B. Covucci, the Supervisor of **TOWN OF BEEKMAN**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: _____

(Affix Notarial Seal)

Commission No.: 01G06416792

My Commission Expires: 04-26-2025

ACKNOWLEDGEMENTS

State of _____)
County of _____) ss.:
_____)

On _____, 2024, before me, the undersigned, personally appeared _____, the _____ of **SOUTH GREEN HAVEN SOLAR 1, LLC**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

State of _____)
) ss.:
County of _____)

On _____, 2024, before me, the undersigned, personally appeared **CAROLYN DICKSON**, as Trustee of the **CAROLYN DICKSON REVOCABLE TRUST** dated **October 6, 2020**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

JPMORGAN CHASE BANK, N.A.
TRADE & WORKING CAPITAL
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128
SWIFT: CHASUS33

To
TOWN OF BEEKMAN
4 MAIN STREET, POUGHQUAG, NY 12570
ATTN: TOWN SUPERVISOR
MARY B COVUCCI

Date: 03 Apr 2024
Our Reference: NUSCGS051728
Subject: IRREVOCABLE STANDBY LETTER OF CREDIT NO.: NUSCGS051728

Dear Sir/Madam,

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BENEFICIARY:
TOWN OF BEEKMAN
4 MAIN ST
POUGHQUAG, NY 12570
ATTN: TOWN SUPERVISOR MARY B COVUCCI

ACCOUNT PARTY:
SOUTH GREEN HAVEN SOLAR 1, LLC
560 DAVIS STREET, SUITE 250
SAN FRANCISCO, CA 94111

DATE OF EXPIRY : 01-APR-2025
PLACE OF EXPIRY : OUR COUNTER
AMOUNT : USD 20,000.00
APPLICABLE RULE : ISP98 LATEST VERSION

WE HEREBY ISSUE THIS LETTER OF CREDIT AT THE REQUEST OF ACCOUNT
OF APPLICANT/ OBLIGOR, GENERATE CAPITAL, PBC, 560 DAVIS STREET,
STE 250, SAN FRANCISCO, CA 94111, ON BEHALF OF ACCOUNT PARTY,
SOUTH GREEN HAVEN SOLAR 1, LLC.

THIS LETTER OF CREDIT IS AVAILABLE WITH JPMORGAN CHASE BANK,
N.A., AGAINST PRESENTATION OF THE DOCUMENT INDICATED HEREIN.

1. BENEFICIARY'S DATED STATEMENT REFERENCING JPMORGAN CHASE BANK,
N.A. LETTER OF CREDIT NO. NUSCGS051728 INDICATING AMOUNT OF
DEMAND/CLAIM AND PURPORTEDLY SIGNED BY AN AUTHORIZED PERSON,
SIGNED AS SUCH, READING AS FOLLOWS:

"WE HEREBY CLAIM PAYMENT OF USD _____ UNDER JPMORGAN CHASE
BANK, N.A. LETTER OF CREDIT NUMBER NUSCGS051728, AND HEREBY
CERTIFY THAT THE SOUTH GREEN HAVEN SOLAR 1, LLC HAS FAILED TO
PERFORM IN ACCORDANCE WITH THE TERMS OF THE STORMWATER FACILITY
CONTROL MAINTENANCE AGREEMENT AND THE OBLIGATION REMAIN
OUTSTANDING."

PARTIAL AND/OR MULTIPLE DRAWINGS ARE PERMITTED.

DECOMMISSIONING AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2024, is made by **SOUTH GREEN HAVEN SOLAR 1, LLC**, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 (“Applicant”) and **CAROLYN DICKSON as Trustee of the CAROLYN DICKSON REVOCABLE TRUST dated October 6, 2020** (“Property Owner”), and the **TOWN OF BEEKMAN**, a municipal corporation with offices located at 4 Main Street in Poughquag, New York 12570 (“Town”) (together with the Applicant and Property Owner, “Parties,” and each, individually, a “Party”), and involves one parcel of real property located at 97 S. Green Haven Road, Poughquag, County of Dutchess, New York (Tax Map Parcel Identification No. 6757-00-082660) (“Property”).

WITNESSETH

WHEREAS, on January 19, 2023, the Town of Beekman Planning Board (“Planning Board”) granted a certain water resource permit, special use permit, and preliminary and final site plan approval (“Approvals”) in connection with the operation of a certain solar facility, as set forth more fully in the Approvals (“Solar Facility”), copies of which are attached hereto as **Exhibit A**; and

WHEREAS, the Approvals include a condition requiring that the Applicant provide a recordable instrument that includes a commitment from the Applicant requiring it to remediate the Property at the conclusion of the Solar Facility use, and granting to the Town access to the Property as set forth herein; and

WHEREAS, in connection with the Approvals, the Applicant and Property Owner have agreed to execute this Agreement with the Town in order to obtain the necessary permits to construct and operate the Solar Facility at the Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals, mutual agreements, covenants, and promises set forth in this Agreement, and other good and valuable consideration, including but not limited to the Applicant obtaining the Approvals from the Town to permit it to construct and operate the Solar Facility at the Property, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- A) This Agreement shall be effective upon its execution by all parties hereto. This Agreement may be executed in multiple counterparts. By executing and delivering this Agreement, the Town approves the Decommissioning Plan for the Project, which is attached hereto as **Exhibit B** and made a part hereof.
- B) The Applicant shall be primarily responsible for dismantling and removing the Solar Facility and restoring the Property, in the manner set forth in the Decommissioning Plan. The procedure set forth in the Decommissioning Plan shall be required if the Solar Facility does not produce power for a period of twelve (12) consecutive months (“Operational Cessation”). Operational Cessation shall mean that the Project is no

longer generating any electricity, other than due to repairs to the Project or causes beyond the reasonable control of Owner/Applicant. If Operational Cessation has occurred, the Town shall notify the Applicant and Property Owner of any supposed abandonment of the Solar Facility. The Applicant shall commence the removal of the abandoned Solar Facility and the remediation of the site no later than ninety (90) days following such notice, and decommissioning of the Solar Facility and restoration of the Property as required pursuant to the Decommissioning Plan shall be completed within twelve (12) months, or as soon as feasible given weather restrictions. Prior to the removal of any portion of the Solar Facility, a demolition permit shall be obtained from the Town.

- 1) The Applicant shall be permitted to submit an application to the Town of Beekman Town Board ("Town Board") for an exception to the requirement that the Solar Facility be dismantled and removed upon Operational Cessation. After considering a recommendation of the Planning Board, the Town Board may grant, in its sole discretion, for good cause shown, such exception, and may set such other conditions, as it deems reasonable, just, and proper. The Applicant shall be responsible to defray the Town's reasonable consulting expenses in reviewing this request for extension.
- C) If the Applicant fails to complete the required removal of the Solar Facility and restoration of the Property in accordance with Paragraph B of this Agreement and the Decommissioning Plan ("Default"), and only after all time periods provided in Paragraph B of this Agreement have expired, the Town or its designated agents shall have the right, but not the obligation, to enter upon the Property to dismantle and to remove the Solar Facility and remediate the Property in the manner set forth in the Decommissioning Plan. Prior to such action by the Town or its designated agents, the Town shall first notify the Applicant and Property Owner, in writing, and provide opportunity for the Applicant to cure the Default. If such Default has not been corrected and arrangements reasonably acceptable to the Town have not been made within no more than ninety (90) days, the Town may, without further notice to the Applicant, take steps it deems reasonable to correct the Default.
- D) Notwithstanding the foregoing, nothing in this Agreement shall impose the obligation upon the Town to enter upon the Property and dismantle and remove the Solar Facility. Any uncompensated costs incurred by the Town under this Agreement may be reduced to a lien against the Property after notice to the Applicant and the Property Owner and an opportunity of at least fourteen (14) days to be heard by the Town Board. The Town's right of recovery by lien shall include all reasonable consulting costs of the Town, including reasonable and necessary attorneys' fees.
- E) This Agreement shall include, but is not limited to, the following appurtenant rights granted to the Town necessary to effectuate the meaning and intent hereof:
- 1) Upon Operational Cessation, and the failure of the Applicant to act as required herein, and after all time periods provided in Paragraph B of this Agreement have

expired, the Town shall have the right, but not the obligation, to enter upon the Property and decommission and remove the Solar Facility, and restore the Property in accordance with the Decommissioning Plan. These rights shall include, but not be limited to:

- i. the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to decommission and remove the Solar Facility from the Property in accordance with the Decommissioning Plan; and
- ii. the right to clear, excavate, fill, grade, or cultivate the area where the Solar Facility was situated on the Property in accordance with the Decommissioning Plan.

- F) Prior to issuance of a building permit from the Town for the Solar Facility, or any site work, clearing, or grading in connection therewith, the Applicant must post a performance bond, in a format as set forth in the example attached hereto as **Exhibit C**, in an amount to be approved by the Town Board, whose approval shall not be unreasonably withheld ("Performance Bond"). The Performance Bond must remain in effect until the Solar Facility is removed, and the Property remediated in accordance with the Decommissioning Plan. The Town Engineer shall, on behalf of the Town, have the authority to determine compliance of the Applicant and/or Property Owner with this Paragraph F.

Upon removal and decommissioning of the Project, the Applicant shall inform the Town accordingly, in writing. Upon the Town's determination that the Applicant has decommissioned and removed the Project and restored the Property as required pursuant to the Decommissioning Plan, the Town shall: (i) release the Applicant and Property Owner from this Agreement; and (ii) issue a certificate of completion and release. A determination that decommissioning of the Project has been satisfactorily completed shall be in the reasonable discretion of the Town.

- G) This Agreement is intended solely to benefit the Town. Notwithstanding anything to the contrary in this Agreement or otherwise, no other person or entity shall claim or be entitled to any rights created hereunder by virtue of any asserted status as a third-party beneficiary.
- H) This Agreement and the attached Decommissioning Plan constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, documents, and proposals, oral or written, between the Parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing and signed by authorized representatives of all Parties. An increase or decrease in the Bond Amount held by the Town under Paragraph F of this Agreement does not constitute an amendment to this Agreement.
- I) Any notices required or permitted to be given under this Agreement: (a) shall be in writing signed or on behalf of the party making the same; (b) shall be deemed given

or delivered (i) if delivered personally, when received, or (ii) if sent from within the United States by certified mail, postage prepaid, return receipt requested, on the third business day after mailing; and (c) shall be addressed to each Party as set forth below, or at such other address as the Parties shall designate in writing by personal delivery, certified mail, or overnight courier service:

If to the Applicant:

South Green Haven Solar 1, LLC
55 Technology Drive, Suite 102
Lowell, MA 01851

If to the Property Owner:

Carolyn Dickson
97 S. Green Haven Road
Poughquag, NY 12570

If to the Town:

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

The Applicant has a continuing obligation to notify the Town Clerk of the Town of Beekman of any changes to its address, and if the Applicant fails to do so, the lack of receipt of any required notice shall not be a bar to the enforcement of this Agreement if the Party has not complied with the provisions of this paragraph.

- J) The Property Owner hereby covenants that she is seized of the Property in fee simple and has good right to execute this Agreement and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Town. As necessary, the Property Owner shall arrange for subordination of the Town's rights under this Agreement by any and all mortgagees.
- K) Any signatory hereto for the Applicant represents and warrants that he or she has the authority to bind the Applicant on whose behalf they are signing.
- L) This Agreement shall run with the land and is binding upon the Parties hereto, as well as their heirs, executors, administrators, legatees, distributees, lessees, tenants, personal or legal representatives, and successors and assigns.
- M) This Agreement shall remain in effect until the Solar Facility is removed from the Property and the Property is restored in accordance with the Decommissioning Plan.

- N) The Applicant shall cause this Agreement, or a Memorandum thereof, to be recorded in the office of the County Clerk, County of Dutchess, and the Parties hereto agree to execute any and all documents necessary for such recording.
- O) A material component of the Town's consideration in granting approval for the Project was the Applicant's offer to provide a bond in favor of the Town, having a duration of thirty (30) years, but reviewable by the Planning Board as to sufficiency every five (5) years, in the amount of \$281,324.59. As part of the Approvals, the Town accepted this offer from the Applicant and made the provision of the same a condition of the Approvals. The bond is intended to cover the cost of decommissioning, removal, and site restoration of the Project from the Property when the Project is no longer in use, should the Applicant fail to do so. In the event that the bond is inadequate for whatever reason or the amount is insufficient to cover the costs of such decommissioning, removal, and site restoration, the Property Owner expressly consents to the amount of any such deficiency becoming a lien on the Property, after notice to the Applicant and the Property Owner and an opportunity of at least thirty (30) days to be heard by the Town Board. The Town's right of recovery by lien shall include all reasonable consulting costs of the Town, including reasonable and necessary attorneys' fees.
- P) This Agreement, and any amendments thereto, shall be governed by the laws of the State of New York and shall be enforceable only in a New York Court of competent jurisdiction.
- Q) If a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such determination shall not affect the remaining provisions, which shall remain in full force and effect.

[Signature pages to follow]

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

SOUTH GREEN HAVEN SOLAR 1, LLC

By: _____

Name: _____

Title: _____

Dated: _____

**CAROLYN DICKSON, as Trustee of the CAROLYN DICKSON REVOCABLE TRUST
dated October 6, 2020**

Name: _____

Dated: _____

TOWN OF BEEKMAN

By: Mary B Covucci

Name: Mary B Covucci

Title: Supervisor

Dated: 5-13-24

ACKNOWLEDGEMENTS

State of _____)
) ss.:
County of _____)

On _____, 2024, before me, the undersigned, personally appeared _____, the _____ of SOUTH GREEN HAVEN SOLAR 1, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

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

On _____, 2024, before me, the undersigned, personally appeared CAROLYN DICKSON as Trustee of the CAROLYN DICKSON REVOCABLE TRUST dated October 6, 2020, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

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

On May 13th, 2024, before me, the undersigned, personally appeared Mary B. Covucci, the Supervisor of TOWN OF BEEKMAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

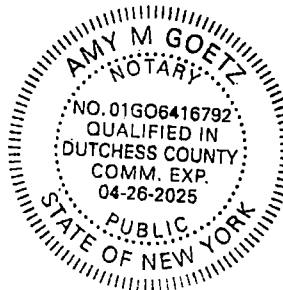
WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

Commission No.: 01606416792

My Commission Expires: 04-26-2025



RESOLUTION NO. 04:09:24-6
RESOLUTION ACCEPTING A DECOMMISSIONING AGREEMENT,
DECOMMISSIONING ESTIMATE/PLAN, AND DECOMMISSIONING BOND FOR
SOUTH GREEN HAVEN SOLAR I, LLC, as successor to Borrego Solar Systems, LLC

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

WHEREAS, pursuant to the Approvals and the Town of Beekman Solar Law, the Applicant and Owner delivered to the Town a Decommissioning Agreement and Decommissioning Estimate/Plan, as well as a Decommissioning Bond in the amount of \$281,324.59 to serve as a completion guarantee of the decommissioning and site restoration activities for the Project, as stated in the Decommissioning Agreement and Decommissioning Estimate/Plan (together, "Decommissioning Package," attached hereto as Exhibit A); and

WHEREAS, the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan authorize the Town of Beekman to draw against the Decommissioning Bond in the event the Applicant or Owner does not complete the required decommissioning and site restoration activities for the Project in accordance with the terms of the Decommissioning Agreement and Decommissioning Estimate/Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the Decommissioning Agreement and Decommissioning Estimate/Plan, as well as the Decommissioning Bond in the sum of \$281,324.59, as security for the faithful performance of the completion of the obligations set forth in the Decommissioning Agreement and Decommissioning Estimate/Plan and hereby authorizes the Town Supervisor to execute the Decommissioning Agreement evidencing the Town's acceptance of same; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to have the Decommissioning Bond, as approved herein by the Town Board, in place prior to issuance of a building permit for the Project or any site work, clearing, or grading in connection with the Project; and

BE IT FURTHER RESOLVED that the Applicant is hereby required to cause the Decommissioning Agreement, or a Memorandum thereof, to be recorded in the office of the Dutchess County Clerk and all parties to the Decommissioning Agreement have agreed therein to execute any necessary documents for such recording; and

RESOLVED, that the Town Clerk is directed to file the aforementioned Decommissioning Agreement, Decommissioning Estimate/Plan, and Decommissioning Bond in her records, pending compliance with the terms of same.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

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

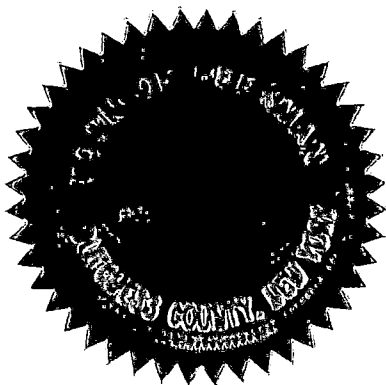
Dated: April 9, 2024

CERTIFICATION

I, LAUREEN ABBATANTUONO, the duly qualified and acting Clerk for the Town of Beekman Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular meeting of the Town Board of the Town of Beekman, held on the 9th day of April, 2024 adopted at said meeting.

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

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



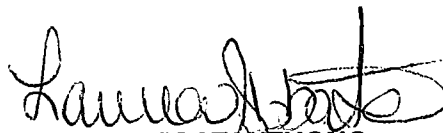

LAUREEN ABBATANTUONO
TOWN CLERK

Exhibit A

EXHIBIT A
PROJECT APPROVALS



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

**RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT,
CONDITIONAL SITE PLAN & SPECIAL USE PERMIT APPROVAL**

APPLICATION OF GREENHAVEN ROAD SOLAR

Date of Approval: January 19, 2023

Tax Parcel ID No(s): 132200-6757-00-082660

**Issued in accordance with § 274-a & 274-b of New York State Town Law
and
The Town of Beekman Zoning Ordinance**

WHEREAS, a valid application requesting Site Plan and Special Use Permit approval was submitted by Borrego Solar Systems, LLC as Applicant and Carolyn Dickson as Owner on June 28, 2021; and

WHEREAS, the Applicant proposes to lease a portion of the property, which is located at located at 97 S. Greenhaven Road within the C-3 Zoning District, and further identified as tax parcel 6757-00-082660, to construct a 3.7 MW large scale solar electric system initially for 20 years, with an option for 10 additional years before decommissioning; and

WHEREAS, upon presentation at the July 15, 2021 meeting, the Planning Board generally accepted the submitted materials, including a Site Plan Set, applications, and Part 1 of a Full Environmental Assessment Form (EAF); and

WHEREAS, upon presentation at the August 19, 2021 meeting, the Planning Board granted sketch site plan approval (by a 4-1 vote, with Member Abbatantuono voting nay), unanimously classified the proposed action as an Type I under the State Environmental Quality Review Act (SEQRA) Implementing Regulations, and unanimously expressed its intent to serve as lead agency for a coordinated review under the SEQRA Implementing Regulations; and

WHEREAS, on or around September 20, 2021, the Town formally circulated materials to several involved agencies, including the New York State Department of Environmental Conservation (NYSDEC), the Dutchess County Department of Behavioral and Community Health (DCDBCH), the Dutchess County Department of Planning & Development (DCDOP), the New York State Department of Corrections (NYSDOC), the New York State Office of Parks, Recreation and Historic Preservation

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar –January 19, 2023

(OPRHP), the Town of Beekman Zoning Board of Appeals (ZBA), the Town of Beekman Conservation Advisory Council (CAC) and the Beekman Fire Department; and

WHEREAS, the Town formally referred the project on September 21, 2021 to the DCDOP in accordance with General Municipal Law §239-m as the application calls for site plan and special use permit and is also located within 500 feet of New York State property and farm operations in an agricultural district and

WHEREAS, the DCDOP responded to the §239-m referral on September 24, 2021 and deemed the application a matter of local concern; and

WHEREAS, having heard no objection, the Planning Board declared itself Lead Agency at the October 21, 2021 meeting; and

WHEREAS, on October 21, 2021 meeting, the Planning Board authorized the applicant to prepare for a Public Hearing on the Site Plan and Special Use Permit for the November 18, 2021 meeting; and

WHEREAS, at the November 18, 2021 meeting of the Planning Board, a lawful Public Hearing on the application was opened, where there were a number of public comments received, and the public hearing was adjourned to the December 16, 2021 meeting; and

WHEREAS, at the November 18, 2021 meeting of the Planning Board, a lawful Public Hearing on the application was opened, where there were a number of public comments received, and the public hearing was adjourned to the December 16, 2021 meeting; and

WHEREAS, the public hearing was continued at the December 16, 2021, February 17, 2022, March 17, 2022, April 21, 2022, and the May 19, 2022 meetings, at which time it was closed (4-0 vote, with member Abbatantuono being absent); where over the course of the public hearing, there were a number of public comments received, with particular interest in the visual impacts, screening, dust control, and necessary modification to an existing drainage easement; and

WHEREAS, over the course of the public hearings, the applicant prepared alternative layouts, and modified the proposal to include additional landscaping including several visual simulations and cross-sections, preserve certain large trees, increase the proposed setback at certain property lines, increased dust control measures including processing chips in the south paddock area, and pledged to work with the adjacent property owner to update the existing drainage easement, resulting in a reduction in size to a 3.35 MW large scale solar electric system; and

WHEREAS, at the May 19, 2022 meeting, the applicant agreed to waive the 62-day period for the Planning Board to take action to approve, approve with modification, or disapprove the proposed site plan following the closure of the public hearing; and

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar –January 19, 2023

WHEREAS, the applicant appeared at the July 21, 2022 meeting and the Town Engineer recommended some additional measures that need to be incorporated prior to the Planning Board making a SEQR determination; and,

WHEREAS, the Town engineer prepared full EAF Parts 2 & 3 for the Planning Board's consideration, and the Planning Board, at its September 15, 2022 meeting, considered any potential environmental effects of the proposed action and, after taking a hard look identified none, and issued a SEQRA Determination of Non-Significance (Negative Declaration), concluding SEQRA compliance review (vote 4-0 with Member Abbatantuono absent); and

WHEREAS, Borrego Solar Systems, LLC submitted documentation and an updated application early September 2022 to address a name change to New Leaf Energy, Inc., as they will be the Applicant going forward; and

WHEREAS, at the October 6, 2022 meeting of the Zoning Board of Appeals (ZBA), seeking 69 foot relief in setback where 150 feet is required and 81 feet is proposed generally along the eastern boundary, the Applicant was granted the requested relief; and

WHEREAS, on January 19, 2023, New Leaf Energy, Inc. submitted information regarding the lease of the site being for a term of 25 years, with four 5-year options to extend; and

WHEREAS, the subject parcel is located within the bounds of the Aquifer Overlay District and is subject to the standards of §155-12; and

WHEREAS, at the January 19, 2023 meeting of the Planning Board, the Board considered the standards for the Aquifer Overlay District per §155-12(D), and determined that the project will not:

1. Appreciably alter the subsurface flow of groundwater to private water supply wells and existing and potential public water supply wells as there will be no extraction of water as part of the project.
2. Appreciably degrade the quality of groundwater through the introduction of sewage wastes, stormwater runoff, liquid chemicals, petroleum products, dissolved metals or other toxic substances as the project does not include on-site sewage disposal nor does it propose significant impervious coverage and includes stormwater management practices designed in accord with New York State standards.
3. Appreciably increase the long-term risk of groundwater contamination through the siting, establishment or expansion of uses which store, transport, or utilize significant quantities of material which is potentially harmful to groundwater quality as the project does not propose storage of harmful materials.
4. Appreciably increase the long-term risk of groundwater contamination through the introduction of relatively small quantities of hazardous or toxic substances which, over a period

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar –January 19, 2023

of time, may accumulate in groundwater as the project does not propose storage of hazardous materials.

5. Appreciably increase the risk of groundwater contamination through the removal of soil, sand, stone, or gravel which provides a protective mantle for groundwater or which is part of the geologic deposits making up the Town's aquifers as the project does not propose significant earthwork.

WHEREAS, the subject parcel contains wetlands and watercourses subject to Town regulated buffers requiring issuance of a Water Resource Permit from the Planning Board subject to the standards of §155-52; and

WHEREAS, at the January 19, 2023 meeting of the Planning Board, the Board considered the standards for the Water Resource Permit per §155-52(I), and recognized that the Applicant had reduced disturbance to the wetland and watercourse buffers to the minimum required to access the Project site during the course of the planning process, and determined that the limited disturbance is “reasonable and necessary”, and therefore issued a Water Resource Permit; and

WHEREAS, having reviewed the Site Plan, the Planning Board then considered action on the preliminary site plan in accordance with the general requirements contained in §155-59(F); and

THEREFORE, BE IT RESOLVED THAT, the Planning Board granted Preliminary Site Plan approval on January 19, 2023; and

WHEREAS, having reviewed the Site Plan, the Planning Board then considered action on the final site plan in accordance with the general requirements contained in §155-59(H); and

THEREFORE, BE IT RESOLVED THAT, the Planning Board granted Final Site Plan approval on January 19, 2023 subject to fulfillment of certain conditions enumerated below; and

WHEREAS, having reviewed the Site Plan, the Planning Board then considered action on the special use permit in accordance with the general requirements contained in §155-60 (G); and

THEREFORE, BE IT RESOLVED THAT, the Planning Board granted Special Use Permit approval on January 19, 2023 subject to fulfillment of certain conditions enumerated below; and

BE IT FURTHER RESOLVED THAT, the Planning Board at its January 19, 2023 meeting determined that there was a need to establish a performance bond to ensure installation of trees and restoration of the site if the Applicant fails to complete the Project; and

BE IT FURTHER RESOLVED THAT, the foregoing conditions of approval, as set forth below, shall be fulfilled prior to the signing of the plan by the Chairman of the Planning Board:

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar – January 19, 2023

1. The Applicant shall address the remaining comments within the Town Engineer's review letter dated December 12, 2022 and any subsequent comments that may arise as a result of addressing said comments.
2. The Owner shall provide a letter to the Town of Beekman that the previous special use permit is no longer in use and will remain in that capacity unless a new special use permit application for the site is formally submitted to the Planning Board.
3. Legal consent between all parties, specifying the use of the land for the duration of the Project, including easements and other agreements, including provision for the mandatory remediation of the property after the use is concluded shall be reviewed and approved by the Town Attorney.
4. The Applicant shall prepare a performance bond estimate in an amount approved by the Town Engineer, along with a performance agreement reviewed and approved by the Town Attorney.
5. The final Decommissioning Plan along with an updated decommissioning estimate updated to reflect 45 years of inflation shall be reviewed and approved by the Town Attorney and Town Engineer.
6. All other legal documentation associated with the Project, such as the updated drainage easement, shall be reviewed and approved by the Town Attorney.
7. The Applicant shall submit payment of any outstanding escrow fees related to the Planning Board review process, as determined by the Town Comptroller's Office and establish post-development escrow.
8. The Applicant shall submit payment of any outstanding Site Plan and/or Special Use Permit fees, as determined by the Town Comptroller's Office.
9. The Applicant and the Owner shall sign a copy of this resolution and file it with the Planning Board for the purpose of indicating familiarity with the provisions of this resolution and acknowledging receipt of a copy thereof.

Pursuant to Town Code §155-59(H), the conditions enumerated above shall be fulfilled within 180 days, or by July 18, 2023. The Planning Board may extend, by not more than two additional 90-day periods each, the time in which the conditionally approved site plan must be submitted for signature. Further, pursuant to Town Code §155-60(I), the special use permit shall be void if construction is not started within one year and completed within two years of the date of the final site plan approval, except that the special use permit can be renewed by the Planning Board at its direction.

BE IT FURTHER RESOLVED THAT, the foregoing conditions of approval, as set forth below, shall be fulfilled prior to issuance of a building permit or any earthwork for the large-scale electric system:

1. The Applicant shall post the performance bond in the amount approved by the Town Engineer, along with the executed performance agreement as approved by the Town Attorney.

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE PERMIT APPROVAL – Greenhaven Road Solar –January 19, 2023

2. The Applicant shall post an inspection fee in the amount of 4% of the performance bond to allow for periodic construction observation by the Town's Professional Consultants.
3. The Applicant shall obtain a driveway permit from the Town of Beekman Highway Department.

BE IT FURTHER RESOLVED THAT, prior to issuance of a certificate of compliance for the large-scale electric system, the owner shall:

1. Meet with the Beekman Fire Advisory Board and/or Fire Department to ensure that the access and fire breaks as discussed during the approval process have been provided to their satisfaction, and to ensure an adequate schedule for mowing.
2. Remediate any Code violations, if any exist, as stipulated by the Building Inspector.

BE IT FURTHER RESOLVED THAT, as a general condition of the special use permit for the large-scale electric system, the owner shall:

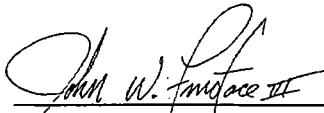
1. Provide copies of all leases and extension amendments to the Town of Beekman Planning Department within 30 days of full execution in order to ensure that it conforms to the spirit of the decommissioning plan over the duration of the use.
2. The decommissioning plan shall be updated and submitted to the Town of Beekman Planning Department every five (5) years from the date of the Planning Board Chairman's signature on the plan until the site is decommissioned. The failure to do so could result in the revocation of the special use permit, pursuant to §155-43.

RESOLUTION GRANTING PRELIMINARY SITE PLAN, WATER RESOURCE PERMIT, CONDITIONAL FINAL SITE PLAN & SPECIAL USE
PERMIT APPROVAL – Greenhaven Road Solar –January 19, 2023

The vote of the Planning Board was as follows:

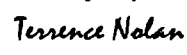
Chairman John Frustace III
Member Peter Poltrack
Member Rob Lopane
Member Faye Garito
Member Jayson Abbatantuono

Aye
Aye
Aye
Aye
Aye


John Frustace III, Chairman

01/26/2023

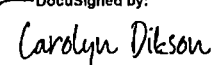
Date

DocuSigned by:

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3/2/2023

New Leaf Energy, Inc. (print and sign name)
Applicant

Date

DocuSigned by:

6A7134A9B61F4C8...

3/1/2023

Carolyn Dickson
Owner

Date



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

**RESOLUTION GRANTING EXTENSION OF CONDITIONAL SITE PLAN AND SPECIAL PERMIT APPROVAL
APPLICATION OF GREENHAVEN ROAD SOLAR**

Tax Parcel ID No(s): 132200-6757-00-082660

Approval Date: July 20, 2023

Issued in accordance with § 274-a & 274-b of New York State Town Law

and

The Town of Beekman Zoning Ordinance

WHEREAS, the Town of Beekman Planning Board granted site plan and special permit approval for the construction of a 3.7 MW large scale solar electric system (the "Project") located at 97 S. Greenhaven Road on January 19, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-59(H)(3) dictates that conditional approval of the final site plan shall expire 180 days after the resolution granting such approval unless all requirements in such resolution have been certified as completed, or July 18, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-60(I) dictates that a special use permit shall be void if construction is not started within one year and completed within two years of the date of the final site plan approval; and

WHEREAS, final site plan approval is considered to be the date that the site plan is signed by the Chairman of the Planning Board; and

WHEREAS, the applicant has been diligently attempting to satisfy the conditions of the site plan approval, and has requested one (1) 90-day extension;

NOW THEREFORE, BE IT RESOLVED THAT, the Planning Board resolves to grant one (1) 90-day extensions for the conditional final site plan approval through October 16, 2023; and

BE IT FURTHER RESOLVED THAT, all conditions of the January 19, 2023 resolution shall be fulfilled prior to the signing of the plan by the Chairman of the Planning Board.

The vote of the Planning Board was as follows:

Chairman John Frustace III

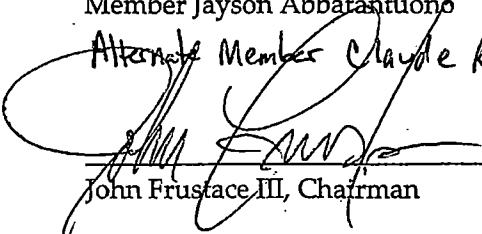
Member Peter Poltrack

Member Rob Lopane

Member Faye Garito

Member Jayson Abbatantuono

Alternate Member Claude Rancourt


John Frustace III, Chairman

Aye

Absent

Aye

Absent

Absent

Aye

7/20/2023

Date



Town of Beekman
Four Main Street
Poughquag, New York 12570

TOWN PLANNING BOARD

**RESOLUTION GRANTING EXTENSION OF CONDITIONAL SITE PLAN AND SPECIAL PERMIT APPROVAL
APPLICATION OF GREENHAVEN ROAD SOLAR**

Tax Parcel ID No(s): 132200-6757-00-082660

Approval Date: October 19, 2023

**Issued in accordance with § 274-a & 274-b of New York State Town Law
and
The Town of Beekman Zoning Ordinance**

WHEREAS, the Town of Beekman Planning Board granted site plan and special permit approval for the construction of a 3.7 MW large scale solar electric system (the "Project") located at 97 S. Greenhaven Road on January 19, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-59(H)(3) dictates that conditional approval of the final site plan shall expire 180 days after the resolution granting such approval unless all requirements in such resolution have been certified as completed, or July 18, 2023; and

WHEREAS, the Town of Beekman Zoning Code §155-60(I) dictates that a special use permit shall be void if construction is not started within one year and completed within two years of the date of the final site plan approval; and

WHEREAS, final site plan approval is considered to be the date that the site plan is signed by the Chairman of the Planning Board; and

WHEREAS, the applicant has been diligently attempting to satisfy the conditions of the site plan approval, and requested and was granted one (1) 90-day extension at the July 20, 2023 meeting extending the approval through October 16, 2023; and

WHEREAS, the applicant has been diligently attempting to satisfy the conditions of the site plan approval, and has requested one (1) additional 90-day extension; and

WHEREAS, the Planning Board has determined that there has been no change in circumstances that would require a re-approval of the site plan; and

WHEREAS, the Planning Board further determines that there have been no changes in circumstances warranting a reopening of SEQRA and that the negative declaration shall remain in full force and effect and cover this extension; and

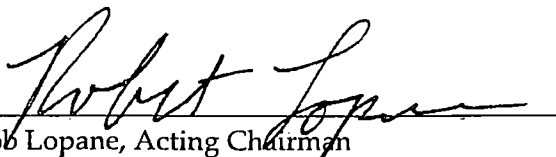
NOW THEREFORE, BE IT RESOLVED THAT, the Planning Board resolves to grant one (1) additional 90-day extension for the conditional final site plan approval through January 14, 2024; and

BE IT FURTHER RESOLVED THAT, all conditions of the January 19, 2023 resolution shall be fulfilled prior to the signing of the plan by the Chairman of the Planning Board.

The vote of the Planning Board was as follows:

Chairman John Frustace III
Member Peter Poltrack
Member Rob Lopane
Member Faye Garito
Member Jayson Abbatantuono

Absent
Aye
Aye
Absent
Aye


Rob Lopane, Acting Chairman

10/26/23

Date

EXHIBIT B
DECOMMISSIONING PLAN



Decommissioning Estimate/Plan

Date: 4/26/2023
Calculated By: GG

97 S. Greenhaven Road
Town of Beekman, New York

This Decommissioning Estimate has been prepared by New Leaf Energy in an attempt to predict the cost associated with the removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as well as the cost of trucking and equipment. All material will be removed from the site, including the concrete equipment pads, which will be broken up at the site and hauled to the nearest transfer station.

No salvage values have been assumed in this calculation.

The following values were used in this Decommissioning Estimate:

System Specifications		Equipment & Material Removal Rates	
Number of Modules	5,376	Module Removal Rate (min/module)	1
Number of Racks	224	Rack Wiring Rem. Rate (min/mod)	0.25
Number of Inverters	1	Racking Dismantling Rate (min/rack)	20
Number of Transformers	3	Inverter Removal Rate (hr/unit)	0.5
Electrical Wiring Length (ft)	2,743	Transformer Removal Rate (hr/unit)	1
Number of Foundation Screws	896	Rack Loading Rate (min/Rack)	10
Length of Perimeter Fence (ft)	4,242	Elect. Wiring Removal Rate (min/LF)	0.5
Number of Power Poles	6	Screw Rem. Rate (screws/day)	600
Access Rd Material Volume (YD)	657	Fence Removal Rate (min/LF)	1
Total Disturbed Area (SF)	27,652	Days req. to break up concrete pads	1
Total Fence Weight (lbs)	3,012	Days req. with Rough Grader	1
Total Racking Weight (lbs)	190,400	Days req. with Fine Grader	1
Total Foundation Screw Weight (lbs)	35,840	Total Truckloads Required	12
Total Solar Module Weight (lbs)	322,560	Round-Trip Dist. to Trans. Sta.(miles)	20
		Round-Trip Time to Trans. Sta. (hr)	1
Labor and Equipment Costs			
Labor Rate (\$/hr)	\$ 50.00		
Operator Rate (\$/hr)	\$ 75.00		
Bobcat Cost (\$/hr)	\$ 96.10		
Front End Loader Cost (\$/Day)	\$ 797.63		
Excavator Cost (\$/Day)	\$ 1,287.74		
Trucking Cost (\$/hr)	\$ 120.13		
Backhoe Cost (\$/hr)	\$ 96.10		
Power Pole Removal Cost (\$/pole)	\$ 1,500.00		
Grader Cost (\$/day)	\$ 1,249.30		
Gravel Export Cost (\$/YD)	\$ 10.00		
Loam Import Cost (\$/YD)	\$ 30.00		
Seeding Cost (\$/SF)	\$ 0.20		
Fuel Cost (\$/mile)	\$ 0.75		

Labor, Material, and Equipment Costs

1. Remove Modules

The solar modules are fastened to racking with clamps. They slide in a track. A laborer needs only unclamp the module and reach over and slide the module out of the track.

$$\begin{aligned} \text{Module Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \\ \text{Module Removal Cost} \end{aligned}$$

Total = \$ 4,480.00

2. Remove Rack Wiring

The modules are plugged together in the same manner as an electrical cord from a light is plugged into a wall socket. The string wires are in a tray. A laborer needs only unplug the module, reach into the tray and remove the strands of wire.

$$\begin{aligned} \text{Wire Removal Rate} \cdot \text{Total Number of Solar Modules} \cdot \text{Labor Rate} = \\ \text{Rack Wiring Removal Cost} \end{aligned}$$

Total = \$ 1,120.00

3. Dismantle Racks

The racking is supported by screw foundations. The racking will be disconnected from the foundation and removed separately.

$$\begin{aligned} \text{Number of Racks} \cdot \text{Rack Dismantling Rate} \cdot \text{Labor Rate} = \\ \text{Rack Dismantling Cost} \end{aligned}$$

Total = \$ 3,733.33

4. Remove and Load Electrical Equipment

Electrical equipment includes transformers and inverters.

$$\begin{aligned} (\text{Number of Inverters} \cdot \text{Inverter Removal Rate} + \text{Number of Transformers} \cdot \text{Transformer Removal} \\ \text{Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost}) = \\ \text{Electrical Equipment Removal Cost} \end{aligned}$$

Total = \$ 598.85

5. Break Up Concrete Pads

Concrete pads are broken up using an excavator and jackhammer.

$$\begin{aligned} \text{Number of Demolition Days} \cdot (\text{Excavator Cost} + \text{Operator Cost}) = \\ \text{Total Concrete Pad Removal} \end{aligned}$$

Total = \$ 1,397.63

6. Load Racks

Once the racks have been dismantled, they will be loaded onto trucks for removal from the site. The trucking cost associated with this line item represents the additional time a truck will be needed during loading. Please see item # 13 for additional trucking costs.

$$\text{Number of Racks} \cdot \text{Rack Loading Rate} \cdot (\text{Operator Cost} + \text{Front End Loader Cost} + \text{Trucking Cost}) \\ = \text{Total Rack Removal Cost}$$

Total = \$ 10,872.40

7. Remove Electrical Wiring

All electrical wiring and underground conduits will be removed to a depth of 48 inches.

$$\text{Cable Length} \cdot \text{Cable Removal Rate} \cdot (\text{Operator Cost} + \text{Backhoe Cost}) = \\ \text{Total Cable Removal Cost}$$

Total = \$ 7,822.12

8. Remove Foundation Screws

Foundation screws will be backed out of the ground and loaded onto a truck to be removed from site.

$$(\text{Total Number of Screws} / \text{Daily Screw Removal Rate}) \cdot (\text{Operator Rate} + \text{Excavator Cost}) = \\ \text{Total Screw Removal Cost}$$

Total = \$ 2,819.03

9. Remove Fencing

Fencing posts, mesh, and foundations will be loaded onto a truck and removed from site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #13.

$$(\text{Total Length of Fence} \cdot \text{Fence Removal Rate}) \cdot (\text{Operator Rate} + \text{Bobcat Cost} + \text{Trucking Cost}) =$$

Total = \$ 20,589.61

10. Remove Power Poles

Power poles will be removed and shipped off site.

$$\text{Number of Power Poles} \cdot \text{Pole Removal cost} = \\ \text{Total Power Pole Removal Cost}$$

Total = \$ 9,000.00

11. Gravel Road Reclamation

Reclamation of the gravel access road will entail removing the gravel material and exporting it off site. The area will then be backfilled with loam and graded.

$$\begin{aligned} & (\text{Days with Rough Grader} + \text{Days with Fine Grader}) \cdot (\text{Grader Cost per Day} + \text{Operator Cost per Day}) \\ & + [\text{Roadway Material Volume} \cdot (\text{Gravel Export Cost} + \text{Loam Import Cost})] = \\ & \text{Gravel Road Reclamation Cost} \end{aligned}$$

Total = \$ 29,983.34

12. Seed Disturbed Areas

Seeding cost includes labor and materials for reseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal.

$$\begin{aligned} & \text{Seeding Cost} \cdot \text{Disturbed Area} = \\ & \text{Total Seeding Cost} \end{aligned}$$

Total = \$ 5,530.44

13. Truck to Transfer Station

All material will be trucked to the nearest Transfer station that accepts construction material. The nearest transfer station is Royal Carting Service Co.

$$\begin{aligned} & (\text{Total Truckloads} \cdot \text{Roundtrip Distance} \cdot \text{Fuel Cost}) + (\text{Total Truckloads} \cdot \text{Round Trip Time} \cdot \\ & \text{Trucking Cost}) = \\ & \text{Total Trucking Cost to Transfer Station} \end{aligned}$$

Total = \$ 1,621.50



97 S. Greenhaven Road
Town of Beekman, New York

Salvage Values

Salvage Value Not Included

Panel Disposal

2S. Solar Panel Disposal Cost

The panels can be disposed of at facilities which except electronics. They will be trucked to Royal Carting Service Co..

@ \$140/Ton

(Total Panel Weight)/2000 • Cost per Ton of disposal =

Total = \$ 22,579.20

Summary of Decommissioning Costs and Salvage Values

Line Item	Task	Cost
1	Module Removal	\$ 4,480.00
2	Rack Wiring Removal	\$ 1,120.00
3	Rack Dismantling	\$ 3,733.33
4	Electrical Equipment Loading and Removal	\$ 598.85
5	Break Up Concrete Pads	\$ 1,397.63
6	Load Racks	\$ 10,872.40
7	Electrical Wiring Removal	\$ 7,822.12
8	Foundation Screw Removal	\$ 2,819.03
9	Fence Removal	\$ 20,589.61
10	Power Pole Removal	\$ 9,000.00
11	Gravel Road Reclamation	\$ 29,983.34
12	Seed Disturbed Areas	\$ 5,530.44
13	Trucking to Transfer Station	\$ 1,621.50

Sub Total = \$ 99,568.25

Additional Item	Task	Value
Salvage Values		
Not Included		

2S	Solar Panel Disposal Cost	\$ 22,579.20
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Additional Item Subtotal \$ 22,579.20

Total = \$ 122,147.45

Task	Future Value
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Inflation

of Years= 5

Inflation Rate= 3.0%

Total • (1+ Inflation Rate)^Number of Years =Grand Total

Grand Total = \$ 141,602.37
@ 5 Years



of Years= 10

Inflation Rate= 3.0%

$Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 164,155.96
@ 10 Years

of Years= 15

Inflation Rate= 3.0%

$Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 190,301.74
@ 15 Years

of Years= 20

Inflation Rate= 3.0%

$Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 220,611.88
@ 20 Years

of Years= 25

Inflation Rate= 3.0%

$Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 255,749.63
@ 25 Years

of Years= 30

Inflation Rate= 3.0%

$Total \cdot (1 + Inflation Rate)^{Number of Years} = Grand Total$

Grand Total = \$ 296,483.92
@ 30 Years

of Years= 35

Inflation Rate= 3.0%

$Total \cdot (1 +$

Grand Total = \$ 343,706.12
@ 35 Years

of Years= 40

Inflation Rate= 3.0%

$Total \cdot (1 +$

Grand Total = \$ 398,449.59
@ 40 Years

of Years= 45

Inflation Rate= 3.0%

$Total \cdot (1 +$

Grand Total = \$ 461,912.28
@ 45 Years

Accepted By:

Date:

EXHIBIT C
PERFORMANCE BOND

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **South Green Haven Solar 1, LLC** as Principal, and **Pennsylvania Insurance Company** a corporation duly authorized under the laws of the State of New Mexico, as Surety, are held and firmly bound unto the **Town of Beekman** as Obligee in the full and just sum of Two Hundred Eighty-One Thousand Three Hundred Twenty-Four and 59/100 (\$281,324.59), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents. Surety is authorized to do business in the State of New York by virtue of **THE ATTACHED STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES LICENSE.**

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the South Green Haven Solar 1, LLC identify approved Decommissioning Plan, which said plan, dated January 19, 2023, is hereby referred to and made part hereof; and

Whereas, the Obligee has requested that the Principal furnish a bond for the faithful performance of said decommissioning plan.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said plan and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the plan or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the plan or to the work or to the specifications.

The surety may cancel this bond at any time by giving the Obligee ninety (90) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within sixty (60) days of the receipt by the Obligee of the Notice of Cancellation, the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this 15th day of February, 2024.

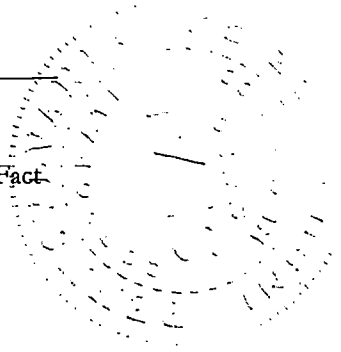
South Green Haven Solar 1, LLC

Pennsylvania Insurance Company

By: _____

By: Megan Sivley

Megan Sivley, Attorney-in-Fact



State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Pennsylvania Insurance Company

Home Office Address

Cedar Rapids, Iowa

Organized under the Laws of

Iowa

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2020.

**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2019**



Linda A. Lacewell
Superintendent

By

Ellen R Buxbaum
Special Deputy Superintendent

Original on Watermarked Paper

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. ALLHOU01_0323

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

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

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

"Unlimited"

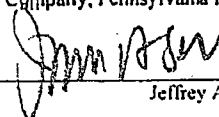
This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

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

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

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

By _____

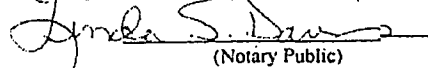
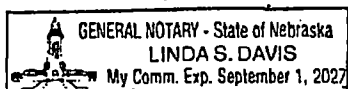


Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

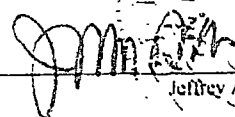
On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument,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

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


(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of February, 2024



Jeffrey A. Silver, Secretary

STORMWATER CONTROL FACILITY MAINTENANCE
AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2024, is made by **SOUTH GREEN HAVEN SOLAR 1, LLC**, a limited liability company with a principal office at 55 Technology Drive, Suite 102 in Lowell, Massachusetts 01851 ("Permittee"), **CARLOYN DICKSON as Trustee of the CAROLYN DICKSON REVOCABLE TRUST dated October 6, 2020**, with an address of 104 3rd Street Bradenton, Florida 34217 ("Landowner"), and the **TOWN OF BEEKMAN**, a municipal corporation with offices located at 4 Main Street in Poughquag, New York 12570 ("Town") (together with the Permittee and Landowner, "Parties," and each, individually, a "Party").

WITNESSETH

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

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

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

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

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

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

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

notice from the Town or report from the inspecting engineer.

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

[Signature pages to follow]

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

SOUTH GREEN HAVEN SOLAR 1, LLC

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: **CAROLYN DICKSON**, as Trustee of the **CAROLYN DICKSON REVOCABLE TRUST** dated October 6, 2020

Dated: _____

TOWN OF BEEKMAN

By: Mary B. Covucci

Name: Mary B Covucci

Title: Supervisor

Dated: 4-9-24

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

On April 9th, 2024, before me, the undersigned, personally appeared Mary B. Cornucci, the Supervisor of TOWN OF BEEKMAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

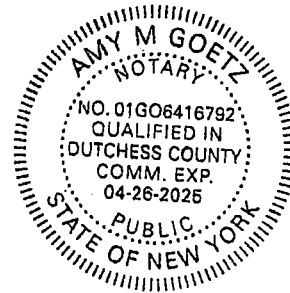
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature: Amy Goetz

(Affix Notarial Seal)

Commission No.: 01G06416792

My Commission Expires: 04-26-2025



ACKNOWLEDGEMENTS

State of _____)
County of _____) ss.:
_____)

On _____, 2024, before me, the undersigned, personally appeared _____, the _____ of **SOUTH GREEN HAVEN SOLAR 1, LLC**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

State of _____)
) ss.:
County of _____)

On _____, 2024, before me, the undersigned, personally appeared **CAROLYN DICKSON**, as Trustee of the **CAROLYN DICKSON REVOCABLE TRUST** dated **October 6, 2020**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

SAID 1.308 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

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

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

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

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

4. SOUTH 59°56'43" WEST, A DISTANCE OF 177.17 FEET TO A POINT;
 5. SOUTH 81°35'59" WEST, A DISTANCE OF 90.26 FEET TO A POINT;
 6. SOUTH 73°24'52" WEST, A DISTANCE OF 178.45 FEET TO THE **POINT OF BEGINNING.**
- CONTAINING:** 56,996 SQUARE FEET OR 1.308 ACRE OF LAND, MORE OR LESS.

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

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

SAID 9.951 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

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

1. NORTH 56°11'07" EAST, A DISTANCE OF 132.46 FEET TO A CAPPED REBAR SET.
2. NORTH 50°54'47" EAST, A DISTANCE OF 199.50 FEET TO A CAPPED REBAR SET.
3. NORTH 14°30'28" WEST, A DISTANCE OF 19.24 FEET TO A CAPPED REBAR SET.
4. NORTH 75°29'32" EAST, A DISTANCE OF 35.00 FEET TO AN IRON ROD FOUND FOR CORNER.
5. NORTH 14°30'28" WEST, A DISTANCE OF 30.00 FEET TO A CAPPED REBAR SET.
6. NORTH 75°29'32" EAST A DISTANCE OF 185.00 FEET TO A POINT 0.4 FEET SOUTHEASTERLY OF AN IRON ROD FOUND.
7. NORTH 14°30'28" WEST A DISTANCE OF 16.81 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LEASE PARCEL 1; THENCE CONTINUING ALONG THE AFORESAID PROPERTY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:
 1. NORTH 14°30'28" WEST A DISTANCE OF 338.71 FEET TO A REBAR FOUND.
 2. NORTH 36°30'03" WEST A DISTANCE OF 400.00 FEET TO A CAPPED REBAR SET AT THE INTERSECTION OF LANDS NOW OR FORMERLY DITRON INC. AS CONVEYED IN LIBER BOOK 1894 AT PAGE 270 TO THE WEST AND THE LANDS NOW OR FORMERLY MAURICE L. CONDON, INC. AS CONVEYED IN LIBER BOOK 1339 AT PAGE 887 TO THE NORTHEAST; THENCE RUNNING ALONG THE AFORESAID TO THE NORTH AND HEREIN DESCRIBED LEASE PARCEL 1 TO THE SOUTH:

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

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

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

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

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

SAID 5.938 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

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

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

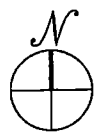
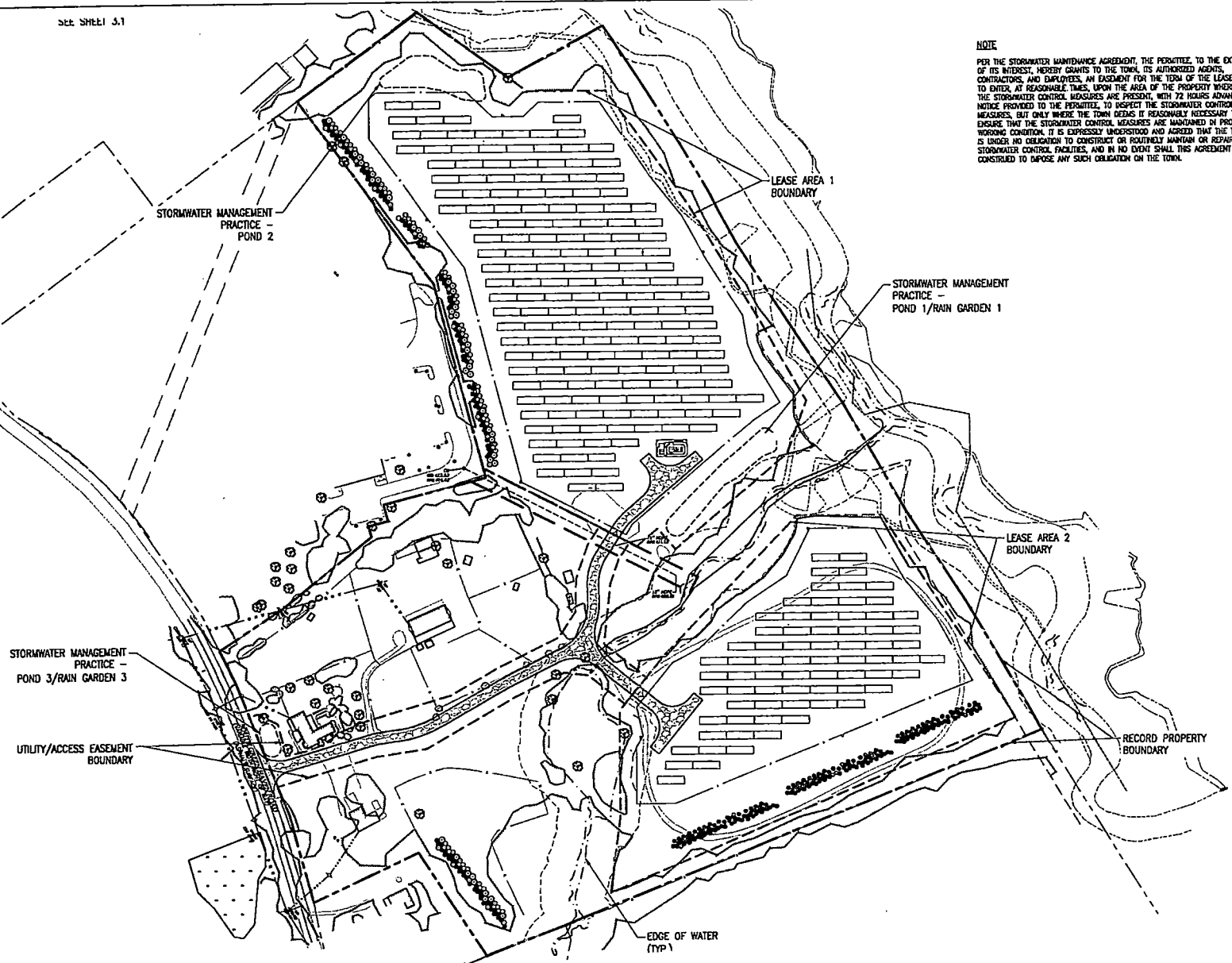
- 1. NORTH 39°03'31" EAST, A DISTANCE OF 109.98 FEET TO A POINT;**
- 2. NORTH 43°34'13" EAST, A DISTANCE OF 338.67 FEET TO A POINT;**
- 3. NORTH 90°00'00" EAST, A DISTANCE OF 148.28 FEET TO A POINT;**
- 4. SOUTH 32°51'06" EAST, A DISTANCE OF 207.25 FEET TO A POINT;**
- 5. SOUTH 32°57'32" EAST, A DISTANCE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

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

Exhibit B

SEE SHEET 3.1

NOTE
 PER THE STORMWATER MAINTENANCE AGREEMENT, THE PERMITTEE, TO THE EXTENT OF ITS INTEREST, HEREBY GRANTS TO THE TOWN, ITS AUTHORIZED AGENTS, CONTRACTORS, AND EMPLOYEES, AN EASEMENT FOR THE TERM OF THE LEASEHOLD TO ENTER, AT REASONABLE TIMES, UPON THE AREA OF THE PROPERTY WHERE THE STORMWATER CONTROL MEASURES ARE PRESENT, WITH 72 HOURS ADVANCE NOTICE PROVIDED TO THE PERMITTEE, TO INSPECT THE STORMWATER CONTROL MEASURES, BUT ONLY WHERE THE TOWN DEEMS IT REASONABLY NECESSARY TO ENSURE THAT THE STORMWATER CONTROL MEASURES ARE MAINTAINED IN PROPER WORKING CONDITION. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TOWN IS UNDER NO OBLIGATION TO CONSTRUCT OR ROUTINELY MAINTAIN OR REPAIR THE STORMWATER CONTROL FACILITIES, AND IN NO EVENT SHALL THIS AGREEMENT BE CONSTRUED TO IMPOSE ANY SUCH OBLIGATION ON THE TOWN.



STORMWATER FACILITIES MAP

SCALE: 1" = 80'



ARICO Associates
 1000 Main Street, 3rd Floor
 Gloucester, MA 01930
 Phone: 978.686.1111
 Fax: 978.686.1112
 Email: arico@arico.com

NOT FOR CONSTRUCTION

STORMWATER FACILITY MAP
 97 S. GREENHAVEN ROAD

PROJECT NUMBER:
 22-5394

DATE	BY	REVISION	DESCRIPTION
07/25/22	AR	1	ISSUED FOR PERMIT
07/25/22	AR	2	ISSUED FOR PERMIT
07/25/22	AR	3	ISSUED FOR PERMIT
07/25/22	AR	4	ISSUED FOR PERMIT
07/25/22	AR	5	ISSUED FOR PERMIT
07/25/22	AR	6	ISSUED FOR PERMIT
07/25/22	AR	7	ISSUED FOR PERMIT
07/25/22	AR	8	ISSUED FOR PERMIT
07/25/22	AR	9	ISSUED FOR PERMIT
07/25/22	AR	10	ISSUED FOR PERMIT

SCALE: 1" = 80'

SW-1

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Stormwater Management Operations and Maintenance Manual

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

3,721 kW Solar Energy
Generating Facility

For Construction Activities at:

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

SWPPP Prepared by:

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

Date: April 1, 2022

Last revised: August 21, 2023

Estimated Project Dates:

Project Start Date: TBD

Project Completion Date: TBD

SPDES Permit No: TBD

General

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

Inspection

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

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

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

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

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

Maintenance

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

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

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

Rain Gardens

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

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

Maintenance schedule included below:

Year 1:

Watering

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

Weeding

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

Year 2+

General Maintenance

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

Watering: Water if only in a drought

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

Preventative Measures to Reduce Maintenance Costs

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

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

Access and Easements

All stormwater management facilities are located within the designated Lease 1, Lease 2, and Access/Utility easement areas permitting the Town to access the facilities as needed per the Stormwater Maintenance Agreement.

Safety

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

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

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

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

Field Inspection Equipment

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

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

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

Inspection Procedures

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

Inspection Report

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

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

General Information

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

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

Verification of Inspection and Form Submittal

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

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

Routine Work

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

Restoration Work

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

Rehabilitation Work

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

Maintenance Personnel

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

Maintenance Forms

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



Department of Taxation and Finance

TP-584 (9/19)

Recording office time stamp

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor) SEE EXHIBIT A	Social Security number (SSN)
	Mailing address SEE EXHIBIT A	SSN
	City State ZIP code SEE EXHIBIT A	Employer Identification Number (EIN)
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
	Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Multi-member LLC <input checked="" type="checkbox"/> Other	
Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee) Town of Beekman	SSN	
Mailing address 4 Main Street	SSN	
City State ZIP code Poughquag NY 12570	EIN 14-6002080	
Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN	

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
6757-00-082660	132200	97 South Greenhaven Road	Poughquag	Dutchess

Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table border="1"><tr><td>month</td><td>day</td><td>year</td></tr></table>	month	day	year	Percentage of real property conveyed which is residential real property _____ 0 % (see instructions)
month	day		year			
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building					
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling					
4 <input type="checkbox"/> Vacant land	9 <input checked="" type="checkbox"/> Other <u>Agricultural</u>					
5 <input type="checkbox"/> Commercial/industrial						

**Condition of conveyance
(mark an X in all that apply)**

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Maintenance Agreement</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$		
	Schedule B, Part 2 \$		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
6.	0	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	0	00
2.	0	00
3.	0	00

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**This is to certify that: *(mark an X in the appropriate box)*

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e ☐ Other *(attach detailed explanation)*.
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. *(Make check payable to county clerk where deed will be recorded.)*

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Green Haven Solar 1, LLC

Town of Beekman

By: _____

Title _____

By: _____

Title _____

Carolyn Dickson as Trustee of the Carolyn Dickson
Revocable Trust dated October 6, 2020

Title _____

May B. Connors
Grantee signature

Supervisor
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- | | | |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

Exhibit A

Information relating to Conveyance

Grantors

Name: Carloyn Dickson as Trustee of the Carolyn Dickson Revocable Trust dated October 6, 2020	Social Security Number:
Mailing Address: 104 3 rd Street	
City, State, Zip: Bradenton, Florida 34217	

Name: Green Haven Solar 1, LLC	EIN:
Mailing Address: 55 Technology Drive, Suite 102	
City, State, Zip: Lowell, Massachusetts 01851	

DECOMMISSIONING BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **South Green Haven Solar 1, LLC** as Principal, and **Pennsylvania Insurance Company** a corporation duly authorized under the laws of the State of New Mexico, as Surety, are held and firmly bound unto the **Town of Beekman** as Obligee in the full and just sum of Two Hundred Eighty-One Thousand Three Hundred Twenty-Four and 59/100 (\$281,324.59), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents. Surety is authorized to do business in the State of New York by virtue of **THE ATTACHED STATE OF NEW YORK DEPARTMENT OF FINANCIAL SERVICES LICENSE**.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the South Green Haven Solar 1, LLC identify approved Decommissioning Plan, which said plan, dated January 19, 2023, is hereby referred to and made part hereof; and

Whereas, the Obligee has requested that the Principal furnish a bond for the faithful performance of said decommissioning plan.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all thing stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said plan and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

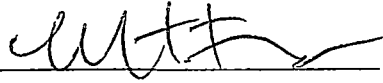
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the plan or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the plan or to the work or to the specifications.


The surety may cancel this bond at any time by giving the Obligee ninety (90) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within sixty (60) days of the receipt by the Obligee of the Notice of Cancellation, the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

IN WITNESS WHEREOF, the signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
15th day of February, 2024.

South Green Haven Solar 1, LLC

Pennsylvania Insurance Company

By: 

By: 

Margaret Flannery
Authorized Signatory

Megan Sivley, Attorney-in-Fact

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Pennsylvania Insurance Company

Home Office Address

Cedar Rapids, Iowa

Organized under the Laws of

Iowa

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity and gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) , and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2020.

**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2019**



Linda A. Lacewell
Superintendent

By

Ellen R Buxbaum
Special Deputy Superintendent

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

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. ALLHOU01_0323

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

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

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

"Unlimited"

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

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

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

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

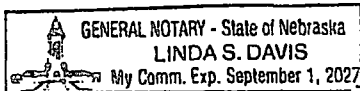
By _____

Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

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

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



(Notary Public)

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

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of February, 2024

Jeffrey A. Silver, Secretary

RESOLUTION NO. 03:12:24-2

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

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

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

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

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

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

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

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

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT
Dated: March 12, 2024	

CERTIFICATION

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

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

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


LAUREEN ABBATANTUONO
TOWN CLERK

