

**AGENDA**  
**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**  
**TOWN BOARD REGULAR MEETING**

**JUNE 14, 2021**

*Please turn off all cell phones and electronic devices.*

**Pledge of Allegiance**

**Correspondence**

- 2021 Greene County Household Hazardous Waste Collection Event

**Approval of Minutes**

- May 10, 2021 Public Hearing on the Water District No. 2 Modification
- May 10, 2021 Town Board Regular Meeting Minutes
- May 24, 2021 Town Board Work Meeting Minutes

**Public Comment Period**

**New Business**

- Resolution to Authorize Highway Superintendent to Purchase Washed and Screened Crushed Stone by Greene County Resolution 130-21
- Resolution to Approve Decommissioning Agreement with SG Noriole PV, LLC, SG Eoriole PV, LLC, SG Eoriole B PV, LLC
- Resolution to Waive 30 Day Waiting Period for Submission of an On-Premises Liquor License Application by the Boathouse Grille, LLC
- Resolution to Accept Paving Bid for Town Roads Per Amended Highway 284 Agreement
- Audit of Claims

**Upcoming Meetings**

- June 28, 2021 Town Board Work Meeting at 7 PM
- July 7, 2021 Zoning Board of Appeals (If Necessary) at 7:30 PM
- July 8, 2021 Planning Board Meeting at 7 PM
- June 12, 2021 Town Board Regular Meeting at 7 PM

**Public Comment Period/Community Events**

**Adjournment**

**\*\*\*\* Agenda Subject to Change\*\*\*\***

## **GUIDELINES FOR PUBLIC CONDUCT DURING TOWN BOARD MEETINGS**

1. The Supervisor shall preside at the meetings of the Town Board. In the absence of the Supervisor, the Deputy Supervisor shall be the acting Supervisor. In the event both the Supervisor and the Deputy Supervisor are absent, the other members shall designate one of their members to act as temporary chairman. A majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn.
2. Town residents who wish to speak shall fill out a card at the entrances of the meeting room listing their name, contact information, and the subject matter in which they would like to speak. These cards will be collected prior to the beginning of the Town Board meeting and given to the Town Supervisor or Deputy Supervisor in the absence of the Supervisor.
3. Speakers must be recognized by the presiding officer and then proceed to the lectern and state their name and address. They must limit their remarks on official town business to up to three minutes on a given topic and may not yield any remaining time to another speaker. They must address their remarks to the Board as a body and not to any member thereof and not to other members of the audience in the form of a debate.
4. Speakers should present their remarks in a courteous manner and may not make disparaging remarks or personal comments about public officials, town residents, or others. All speakers will observe the commonly accepted rules of courtesy, decorum, dignity, and good taste with no cursing, swearing, clapping, booing, finger pointing, bullying, whispering, or talking that disrupts the proceedings of the business of the Town Board.
5. Any speaker who disregards the directives of the presiding officer in enforcing the rules, disturbs the peace at a meeting, makes impertinent or slanderous remarks, or generally conducts themselves in an inappropriate manner shall be barred from further participation and will forfeit any balance of time remaining for their comments.
6. After a final warning, if a speaker willfully refuses to step down, the Town Supervisor shall contact the appropriate authorities to remove the speaker from the meeting room and to restore order.
7. The Town Supervisor, or in their absence the Deputy Supervisor, shall ensure compliance with these rules.

**This policy will be amended by Majority vote of the Town Board.**

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 107-2021**

**JUNE 14, 2021**

**RESOLUTION TO AUTHORIZE HIGHWAY SUPERINTENDENT TO  
PURCHASE WASHED AND SCREENED CRUSHED STONE  
BY GREENE COUNTY RESOLUTION 130-21**

*WHEREAS* the Town Board hereby authorizes the purchase of washed and screened crushed stone at the contract price offered by Greene County Resolution 130-21 for one year from May 22, 2021 to May 21, 2022.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 108-2021**

**JUNE 14, 2021**

**Resolution to Approve Decommissioning Agreement with SG Noriole PV, LLC,  
SG Eoriole PV, LLC, SG Eoriole B PV, LLC**

This DECOMMISSIONING AGREEMENT (this "Agreement") dated as of May 17<sup>th</sup>, 2021 (the "Effective Date") is made by and among the Town of New Baltimore (the "Town") and SG Noriole PV, LLC, SG Eoriole A PV, LLC, SG Eoriole B PV, LLC ("Project Companies", together with the Town, the "Parties").

WHEREAS, Project Company intends to build a solar energy generation project (hereafter "Project") at 13800 Route 9W in the Town of New Baltimore; and

WHEREAS, the Project will be a fixed tilt 4.28 MW AC Community Solar Ground Array;

WHEREAS, the Project has an expected useful economic life of 25 years whereupon Project Company will decommission the Project under the terms of this Agreement;

WHEREAS, the Parties wish to enter into this Agreement to set forth terms and conditions of having funds available to pay for the costs of any decommissioning of the Project; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Prior to the commencement of project construction, Developer shall obtain and deliver to the Town a performance bond in form and substance reasonably satisfactory to the Town in the amount of One hundred and fifteen thousand dollars (\$115,000) securing performance of Project Company's obligation to remove the Project (the "Decommissioning Bond"). It is agreed by the parties that final issuance of a building permit shall be conditioned upon receipt and approval by the Town of such bond. Any bond provided by Project Company as security to remove the Project shall be from a financial institution or surety or affiliate with an AM Best's rating of not less than A and that is authorized to do business in New York.

2. The Project anniversary date shall be one year after the Month and Day that energy generation operations begin at the Project Site (the "Anniversary Date"), and every year thereafter. Project Company agrees to increase the bond amount by an additional 2.0% every year on the Anniversary Date in accordance with the Attached Exhibit A, incorporated and made a part hereof.

3. The Parties agree that the performance bond shall be used solely to guarantee any decommissioning costs of the Project, as defined herein. Provided Project Company complies with its obligations to maintain said performance bond in accordance with this Agreement and Exhibit A, Project Company shall have no further payment obligations in connection with funding the decommissioning of the project site during the operation of the Project; provided, however, in the event the actual decommissioning costs exceed the amount of the performance bond provided, Project Company shall be responsible for any such excess costs.

4. Decommissioning Costs shall include, but not be limited to, the cost of all equipment removal, removal of connections to the electrical grid; site restoration including land scaping, reseeding, tree planting, and removal of any paved surface, appurtenance, or accessory structure constructed for the Project or within the Project site, as necessary to restore the site to its condition prior to commencement of project construction.

5. The Parties agree that the decommissioning process of the Project shall commence for any of the following reasons: (a) Project Company provides written notice to the Town of its intent to retire or decommission the Project (the "Project Company Decommissioning Notice"; (b) construction of the Project has not started within eighteen (18) months of site plan being approved by the Town; or (c) the Project ceases to be operational for more than twelve (12) consecutive months.

6. The Town shall provide Project Company thirty (30) days written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town subsequent to any event under paragraph 4 (b) or (c). In the event the Project Company fails to decommission the Project within one-hundred eighty (180) days after providing Project Company Decommissioning Notice or fails to respond with a reasonable explanation for the delay in the construction or cessation of operation of the Project within 30 days of

the Town Decommissioning Notice made pursuant to paragraphs 4 (b) or (c) herein, the Town may commence the decommissioning of the Project. For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to repairs to the Project or causes beyond the reasonable control of Project Company.

7. In the event Project Company fails to increase the value of the Decommissioning Bond by the appropriate amount on any Anniversary Date following project completion, it will be deemed a material breach of this agreement, and Project Company will have thirty (30) days to cure the breach and deliver the revised Decommissioning Bond pursuant to paragraphs 2 and 3 herein and the attached Exhibit A. If Project Company fails to cure the breach, it is agreed the Town is entitled to actual damages, sum certain, in the amount of the difference between the Decommissioning Bond in force at the time of the breach and the Year 25 Anniversary Date bond value given in Exhibit A (\$188,670), except that if such a breach occurs after the 25<sup>th</sup> year of project operation, the Town may calculate damages based on the difference between the Decommissioning Bond in force at the time of the breach and market estimates for decommissioning costs until the end of the useful life of the Project as provided by a qualified public engineer, licensed in the State of New York.

8. Upon removal of the infrastructure and disposal of all components of the Project from the site on which the Project is built, and upon restoration of the site to its previous appearance, this agreement and Project Company's obligation to provide a Decommissioning Bond pursuant to preceding paragraphs 1, 2, and 3 shall terminate.

9. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. Project Company may assign this Agreement to any subsidiary, or purchaser or transferee of the Project. The Parties agree to execute and deliver any additional document or take any further action as reasonably requested by the other party to effectuate the purpose of this Agreement.

10. The waiver of compliance at any time with respect to any of the provisions, terms, or conditions of this Agreement shall not be considered a waiver

of such provision, term, or condition itself or of any of the other provisions, terms, or conditions hereof or bar its enforcement at any time thereafter.

11. In the event that any action is instituted by the Town under this Agreement to enforce or interpret any of the terms hereof, Project Company shall pay all court costs and expenses, including reasonable attorneys' fees, incurred by Town with respect to such action.

12. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York.

13. The Parties agree that any action arising under this agreement, or to enforce this agreement, shall be brought in a court of competent jurisdiction in the Greene County, State of New York.

14. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties.

IN WITNESS WHEREOF, the Parties have caused their names to be signed hereto by their respective representatives thereunto duly authorized as of the date first above written.

**TOWN OF NEW BALTIMORE**

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

Name: \_\_\_\_\_

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

SG Noriole PV, LLC, SH Eoriole A PV, LLC and SG Eoriole B PV, LLC

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

Name: Paul McMenemy

Title: Managing Member and Authorized Signatory

# EXHIBIT A

Cost of Decommissioning 4.28 MW System	Man Hours	Prevailing Wage	Supplemental	Labor Cost	Materials/Equipment	T&M Cost
<b>Tasks</b>						
Remove Back Wiring	42	\$ 35.95	\$ 29.00	\$ 2,727.90		\$ 2,727.90
Remove Panels	42	\$ 35.95	\$ 29.00	\$ 2,727.90		\$ 2,727.90
Demolish Rocks	230	\$ 35.95	\$ 29.00	\$ 14,938.50		\$ 14,938.50
Remove Electrical Equipment	26	\$ 41.00	\$ 31.62	\$ 1,872.52		\$ 1,872.52
Breakup and Remove Concrete Pads/Bullheads	26	\$ 35.95	\$ 29.00	\$ 1,688.70		\$ 1,688.70
Remove Rocks	160	\$ 35.95	\$ 29.00	\$ 10,392.00		\$ 10,392.00
Remove Cable	120	\$ 35.95	\$ 29.00	\$ 7,794.00		\$ 7,794.00
Equipment Rental for Pile Removal (2 weeks)					\$ 2,396.52	\$ 4,793.04
Class A3 Operating Engineer	80	\$ 53.77	\$ 31.70	\$ 6,837.60		\$ 6,837.60
2 Additional General Laborers	160	\$ 35.95	\$ 29.00	\$ 10,392.00		\$ 10,392.00
Remove Utility Poles (1 Day, 4 poles)					\$ 685.00	\$ 1,370.00
Class A3 Operating Engineer	8	\$ 53.77	\$ 31.70	\$ 683.76		\$ 683.76
2 Additional General Laborers	18	\$ 35.95	\$ 29.00	\$ 1,169.10		\$ 1,169.10
Remove Fence	76	\$ 35.95	\$ 29.00	\$ 4,956.20		\$ 4,956.20
Grading	64	\$ 35.95	\$ 29.00	\$ 4,154.80		\$ 4,154.80
Seed Disturbed Area	4	\$ 35.95	\$ 29.00	\$ 759.80	\$ 100	\$ 459.80
Truck to Recycle Center	18	\$ 35.95	\$ 29.00	\$ 1,038.20	\$ 1,000	\$ 5,038.20
Fuel Costs					\$ 450	\$ 459.76
						\$ 82,437.28
				Overhead	17.5%	\$ 14,426.52
				Profit	12.0%	\$ 9,892.47
				Contingency	10.0%	\$ 8,243.73
				<b>Total Costs</b>		<b>\$ 115,000.00</b>

**Notes:**

- General Laborer Prevailing Wage
- General Laborer Prevailing Wage
- General Laborer Prevailing Wage
- Electrician Prevailing Wage
- General Laborer Prevailing Wage
- General Laborer Prevailing Wage
- General Laborer Prevailing Wage
- Quote partner Term, Kingston, NY
- Operating Engineer Class A3 Prevailing Wage
- General Laborer Prevailing Wage
- Quote partner Term, Kingston, NY
- Operating Engineer Class A3 Prevailing Wage
- General Laborer Prevailing Wage

Decommissioning Fund (Deposits)			
Inflation		2.0%	
Year	Amount (\$)	Cumulative (\$)	
Start of Construction	\$ 115,000	\$	115,000
1	\$ 2,300	\$	117,300
2	\$ 2,346	\$	119,646
3	\$ 2,393	\$	122,039
4	\$ 2,441	\$	124,480
5	\$ 2,490	\$	126,969
6	\$ 2,539	\$	129,509
7	\$ 2,590	\$	132,099
8	\$ 2,642	\$	134,741
9	\$ 2,695	\$	137,436
10	\$ 2,749	\$	140,184
11	\$ 2,804	\$	142,988
12	\$ 2,860	\$	145,848
13	\$ 2,917	\$	148,765
14	\$ 2,975	\$	151,740
15	\$ 3,035	\$	154,775
16	\$ 3,095	\$	157,870
17	\$ 3,157	\$	161,028
18	\$ 3,221	\$	164,248
19	\$ 3,285	\$	167,533
20	\$ 3,351	\$	170,884
21	\$ 3,418	\$	174,302
22	\$ 3,486	\$	177,788
23	\$ 3,556	\$	181,343
24	\$ 3,627	\$	184,970
25	\$ 3,699	\$	188,670

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 109- 2021**

**JUNE 14, 2021**

**RESOLUTION TO WAIVE 30 DAY WAITING PERIOD FOR SUBMISSION OF AN  
ON-PREMISES LIQUOR LICENSE APPLICATION  
BY THE BOATHOUSE GRILLE, LLC**

***WHEREAS***, the Boathouse Grille, LLC intends to file an application for an On-Premises Liquor License located at 80 Shady Harbor Drive, New Baltimore, NY, and

***WHEREAS***, pursuant to Alcohol Beverage Control Law 64(2A), an applicant must give the municipality thirty (30) days' notice of the pending liquor license application unless the municipality consents to waive this thirty (30) day requirement, and

***WHEREAS***, the Town Board hereby finds that the proposed sale of liquor is consistent with prior use at this location.

***NOW THEREFORE, BE IT RESOLVED*** that the Town Board of the Town of New Baltimore hereby waives the thirty (30) day notice period in regard to the On-Premises Liquor License application, allowing an earlier submission of said application.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 110-2021**

**JUNE 14, 2021**

**RESOLUTION TO ACCEPT PAVING BID FOR TOWN ROADS  
PER AMENDED HIGHWAY 284 AGREEMENT**

**WHEREAS** the Town of New Baltimore advertised for bids in the *Daily Mail* for paving of Town roads and received two qualified bids which were opened at the bid opening at the April 12, 2021 Town Board Regular Meeting.

**WHEREAS** the following bids were received:

Callanan Industries, Inc.....\$53.33/Ton  
Peckham Road Corporation.....\$59.65/Ton

**RESOLVED** the Town Board of the Town of New Baltimore accepts the bid from Callanan Industries, Inc. installed per bid specification and Amended Highway 284 Agreement adopted by Resolution 104-2022 on May 24, 2021 for paving on Shady Lane, Gedney Hill Road, Highmount Road, Pine Grove Road, Haas Hill, Sodom Road, Old Kings Road and Jennings Road.

**TOWN OF NEW BALTIMORE, COUNTY OF GREENE**

**RESOLUTION 111-2021**

**JUNE 14, 2021**

**RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY AUDITED CLAIMS**

*WHEREAS* the Town Clerk has presented claims to the Town Board for audit and review, and

*WHEREAS* the Town Board has audited claims 2021-06-01 to 2021-06-, it is

*RESOLVED* that the Supervisor is hereby authorized to pay claims 2021-06-01 to 2021-06-.

*BE IT FURTHER RESOLVED* that the Town Clerk will prepare an abstract and hold it for public review until July 31, 2021.

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