

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

**MAY 24, 2021  
AGENDA**

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

**Pledge of Allegiance**

**Reports**

Supervisor

County Legislator

Town Clerk

Tax Collector

Historian

Agriculture/AgFest (Chair Boehlke/Member Irving)

Animal Control (Chair Irving, Member Ruso)

Assessment (Chair VanEtten/Member Ruso)

- New York State Department of State Notice of Filing of Local Law 1 of 2021

Audit and Budget (Chair Ruso/Member Downes)

Buildings & Grounds/Recycling (Chair Irving/Member Boehlke)

- Resolution to Approve Initial Deep Clean of Town Hall
- Resolution to Authorize the Supervisor to Sign a Professional Services Agreement with Delaware Engineering, D.P.C. for Entranceway Improvements to Town Hall

Building Inspector/Code Enforcement Officer (Chair Downes/Member Ruso)

Fire, EMS & Law Enforcement (Chair Dellisanti/Member Downes)

Grants/Promotions/Economic Development (Chair VanEtten/Member Ruso)

Greene County Planning Board (Boehlke)

Highway (Chair Ruso/Member Downes)

- Resolution Approving Amended Agreement for Expenditure of Highway Moneys

Insurance (Chair Ruso/Member Downes)

Personnel (Chair Ruso/Member VanEtten)

Planning Board/Zoning Board of Appeals (Chair Boehlke/Member Irving)

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

Seniors (Chair VanEtten/Member Downes)

Technology/Website (Chair Downes/Member Boehlke)

Town Courts (Chair VanEtten/Member Ruso)

Veterans and Memorials (Chair VanEtten/Member Irving)

Wastewater Treatment (Chair Irving/Member Boehlke)

Youth, Parks and Recreation (Chair VanEtten/Member Boehlke)

**Upcoming Meetings**

- June 2, 2021 Zoning Board of Appeals Meeting at 7:30 PM if Needed
- June 10, 2021 Planning Board Meeting at 7 PM
- June 14, 2021 Town Board Regular Meeting at 7 PM
- June 28, 2021 Town Board Work Meeting at 7 PM

**Public Comment Period/Community Events**

## **Audit of Claims**

## **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 102-2021**

**MAY 24, 2021**

**RESOLUTION TO APPROVE INITIAL DEEP CLEAN OF TOWN HALL**

***WHEREAS*** the Town Board of the Town of New Baltimore adopted Resolution 88-2021 on April 12, 2021 to Authorize the Supervisor to execute a weekly cleaning services agreement at Town Hall with The Best by Farr Cleaning Services LLC.

***RESOLVED*** the Town Board authorizes an initial charge of \$100 for deep cleaning and sanitation in addition to the \$100 weekly charge.

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

**RESOLUTION 103-2021**

**MAY 24, 2021**

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO SIGN A  
PROFESSIONAL SERVICES AGREEMENT WITH  
DELAWARE ENGINEERING D.P.C. FOR ENTRANCEWAY  
IMPROVEMENTS TO TOWN HALL**

**WHEREAS** the front entrance to Town Hall is in need of renovation due to the effects of times and weather; and

**WHEREAS** the current front entrance renovation would require that the new design comply with current ADA codes, necessitating a complete redesign; and

**WHEREAS** the Town of New Baltimore has been notified that it will receive Federal grant funds targeted toward infrastructure;

**THEREFORE, BE IT RESOLVED** that the Town Board of the Town of New Baltimore authorizes the Town Supervisor to enter into a Professional Services Agreement with Delaware Engineering, D.P.C. for the redesign of the entrances to Town Hall that will comply with all current codes and regulations at a cost not to exceed \$25,000.

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

**RESOLUTION 104-2021**

**MAY 24, 2021**

**RESOLUTION APPROVING AMENDED AGREEMENT FOR EXPENDITURE OF  
HIGHWAY MONEYS**

*RESOLVED*, that the attached Agreement for Expenditures of Highway Monies submitted by Highway Superintendent Alan VanWormer (Highway 284 Agreement) is hereby approved.

**AMENDED AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS  
Section 284 OF THE HIGHWAY LAW**

AGREEMENT between the Town Superintendent of Highways of the Town of New Baltimore, of Greene County, State of New York and the undersigned members of the Town Board. Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aide for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of \$120,000 shall be set aside to be expended for primary work and general repairs upon 63.18 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The following sums shall be set aside to be expended for the permanent improvement of Town highways:
  - a) On the road commencing at County Route 51 and leading to Ringwald Road (Albany County), a distance of 1.75 miles, there shall be expended not over the sum of \$19,589.50  
Type: Single Coat Chip Seal  
Width of Traveled Surface: 22'  
Thickness: 1/4"  
Single Coat Chip Seal 1.75 miles of Shady Lane
  - b) On the road commencing at Shady Lane and leading to the Town Line, a distance of .75 miles, there shall be expended not over the sum of \$8,221.50.  
Type: Single Coat Chip Seal  
Width of Traveled Surface: 22'  
Thickness: 1/4"  
Single Coat Chip Seal 0.75 miles of Gedney Hill Road
  - c) On the road commencing at County Route 54 and leading to School Hill Road, a distance of 0.75 miles, there shall be expended not over the sum of \$9,338.00.  
Type: Single Coat Chip Seal  
Width of Traveled Surface: 22'  
Thickness: 1/4"  
Single Coat Chip Seal 0.75 Miles of Highmount Road

- d) On the road commencing at Dugway Lane and leading to Dead End, a distance of 0.3 miles, there shall be expended not over the sum of \$7,524.50.  
 Type: Double Coat Chip Seal  
 Width of Traveled Surface: 20'  
 Thickness: .1/2"  
 Double Coat Chip Seal 0.3 Miles of Pine Grove Road
  
- e) On the road commencing at Lime Kiln Road and leading to Mirror Lake Road, a distance of 0.75 miles, there shall be expended not over the sum of \$17,378.71.  
 Type: Double Coat Chip Seal  
 Width of Traveled Surface: 20'  
 Thickness: 1/2"  
 Double Coat Chip Seal 0.75 Miles of Haas Hill Road.
  
- f) On the road commencing at Shady Lane and leading to County Route 51, a distance of 1.25 miles, there shall be expended not over the sum of \$95,137.50.  
 Type: 12.5mm Blacktop Overlay  
 Width of Traveled Surface: 20'  
 Thickness: 1.5"  
 1.5" Blacktop Overlay of 1 Mile on Sodom Road for Approximately 1.25 Miles
  
- g) On the road commencing at Sodom Road and leading to County Route 26, a distance of 1 mile, there shall be expended not over the sum of \$66,435.00  
 Type: Blacktop Overlay  
 Width of Traveled Surface: 20'  
 Thickness: 1.5"  
 1.5" Blacktop Overlay of 1 Mile of Old Kings Road
  
- h) On the road commencing at County Route 54 and leading to County Route 51, a distance of 1.25 miles, there shall be expended not over the sum of \$74,175.00.  
 Type: Blacktop Overlay  
 Width of Traveled Surface: 20'  
 Thickness: 1.5"  
 1.5" Blacktop Overlay of Jennings Road for 1.25 Miles

3. All work and materials utilized in the above projects shall be obtained in accordance with the Town of New Baltimore Procurement Policy and public bidding requirements pursuant to New York State General Municipal Law Article 5A.

Executed in duplicate this \_\_\_\_\_ day of May, 2021.

\_\_\_\_\_  
 Supervisor Jeffrey R. Ruso

\_\_\_\_\_  
 Councilmember William J. Boehlke Sr.

\_\_\_\_\_  
 Councilmember Kelly Downes

\_\_\_\_\_  
 Councilmember Charles A. Irving Jr.

\_\_\_\_\_  
 Town Superintendent of Highways  
 Alan VanWormer

\_\_\_\_\_  
 Councilmember Shelly VanEtten

\_\_\_\_\_  
 County Superintendent of Highways Scott Templeton

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and the Town Superintendent of Highways. Both copies must be approved by the County Highway Superintendent. One copy must be filed in the Town Clerk's office and in the County Highway Superintendent's Office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

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

**RESOLUTION 105-2021  
MAY 24, 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

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

**RESOLUTION 106-2021**

**APRIL 26, 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 2021b-05-01 to 2021b-05-, it is

*RESOLVED* that the Supervisor is hereby authorized to pay claims 2021b-05-01 to 2021b-05-.

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