

DRAFT

REGULAR MEETING OF THE TOWN BOARD

**TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
FEBRUARY 17, 2025**

The Regular meeting of the Town Board, Town of Stephentown was called to order by _____ at _____ PM at the Town Hall.

MEMBERS PRESENT:

() *Supervisor Philip (PJ) Roder*

() *Council Diana Clark*

() *Council Kyle Kidney*

() *Council John E. DeFreest Jr.*

() *Council Tammy Madden*

() *Town Clerk Stephanie Hoffman*

() *Alden Goodermote, Highway Superintendent*

() *Jennifer Van Deusen, Assessor*

() *Legal Counsel*

A quorum () was () wasn't established.
___ from the Public were present

- *Longroad Energy is present to further discuss the amendments made to the Milk Run Solar Decommissioning Agreement.*

AUDIT OF CLAIMS:

- Claim #33-25 through #51-25 in the amount of **\$9,855.90 to be approved** from the **General Account**
- Claim #19-25 through #37-25 in the amount of **\$36,797.88 to be approved** from the **Highway Account**
- For a **Total of \$46,653.78** audited and approved by the Town Board.

MOTION BY: _____ **SECONDED BY:** _____

VOTES OF: **AYE** **NAY**

Minutes of the **January 20, 2025 Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: _____ **SECONDED BY:** _____

VOTES OF: **AYE** **NAY**

TOWN CLERKS REPORT: The Town Clerk turned over the sum of **\$343.50** to the Supervisor for the month of **JANUARY 2025**.

JUSTICE COURT REPORT: The distribution from the office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **November 2024** was **\$729.00**, and **December 2024** was **\$1,149.00**.

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$6,232.00** for the month of **JANUARY 2025**.

Bags: **\$5,278**

Stickers: **\$130**

C&D & Metal: **\$808**

Propane Tanks: **\$0**

Tires: **\$6**

Appliances: **\$0**

MOTION TO ADJOURN AT _____ PM

MOTION BY: _____ SECONDED BY: _____

VOTES OF: AYE NAY

****The next Regular Meeting of the Town Board, Town of Stephentown will be held on Monday, March 17th, 2025 at 7:00 PM at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.**

Stephanie M. Hoffman

Town Clerk



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 www.labellapc.com

PROJECT	Milk Run Solar - Stephentown, NY		
PROJECT NO.	2221288	SHEET	1 OF 4
SUBJECT	Decommissioning Estimate		
CALC. BY	JAT	DATE	9/6/2024
CKD. BY	RFH	DATE	2/10/2025

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

The following values were used in this Decommissioning Estimate

SYSTEM SPECIFICATIONS

Number of Modules	15,270	ea
Number of Racks	802	ea
Number of Inverters	40	ea
Number of Transformers	2	ea
Number of Switchboards	2	ea
Electrical Wiring Length	2,550	ft
Number of Module Foundations	1,909	ea
Length of Perimeter Fence	7,205	ft
Number of Power Poles	6	ea
Access Rd Material Volume	1,149	CY
Total Project Area	24.22	AC
Total Silt Fence	3,600	ft
Total Wetland Fence	650	ft

EQUIPMENT & MATERIAL REMOVAL RATES

Module Removal Rate	1.2	min/module
Rack Wiring Rem. Rate	0.6	min/module
Racking Dismantling Rate	60	min/rack
Inverter Removal Rate	0.5	units/hr
Transformer Removal Rate	2	units/hr
Switchboard Removal Rate	1	units/hr
Rack Loading Rate	12	min/rack
Elect. Wiring Removal Rate	3	min/LF
Foundation Screw Rem. Rate	27	screws/hr
Fence Removal Rate	0.5	min/LF
Skid Removal	1	Days
Rough Grading	1	Days
Fine Grading	1	Days
Total Truckloads Required	15	ea
Round-Trip Dist. To Trans. Sta.	120	mile
Round-Trip Time to Trans. Sta.	4	hr

LABOR AND EQUIPMENT COSTS

Labor Rate	\$ 95.00	\$/hr
Bobcat Cost	\$ 140.00	\$/hr
Front End Loader Cost	\$ 1,400.00	\$/Day
Excavator Cost	\$ 1,800.00	\$/Day
Trucking Cost	\$ 165.00	\$/hr
Backhoe Cost	\$ 160.00	\$/hr
Power Pole Removal Cost	\$ 1,950.00	\$/pole
Grader Cost	\$ 1,800.00	\$/Day
Loam Import Cost	\$ 35.00	\$/CY
Seeding Cost	\$ 5,500.00	\$/AC
Fuel Cost	\$ 0.700	\$/mile
Silt/Wetland Fence Install Cost	\$ 6.00	\$/LF
Silt/Wetland Fence Removal Cost	\$ 3.00	\$/LF

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 to unclamp the module and reach over and slide the module out of the track and palletize for loading.

$$\text{Module Removal Cost} = \frac{\text{Number of Modules} \times \text{Module Removal Rate} \times \text{Labor Rate}}{60 \text{ min/hr}}$$

Total = \$ 29,013.00

2. REMOVE RACK WIRING

The modules are plugged together in the same manner as most electronics. The string wires are in a tray. A laborer only needs to unplug the module, reach into the array and remove the strands of wire.

$$\text{Cost} = \frac{\text{Number of Modules} \times \text{Rack Wiring Rem. Rate} \times \text{Labor Rate}}{60 \text{ min/hr}}$$

Total = \$ 14,506.50

3. DISMANTLE RACKS

The racking will be disconnected from the foundation and removed separately.

$$\text{Cost} = \frac{\text{Number of Racks} \times \text{Rack Dismantling Rate} \times \text{Labor Rate}}{60 \text{ min/hr}}$$

Total = \$ 76,190.00

4. REMOVE AND LOAD ELECTRICAL EQUIPMENT

Inverters, transformers, and switchboards and their appurtenant wiring are considered electrical

$$\text{Labor Hours} = \left[\frac{\text{Number of Inverters}}{\text{Inverter Removal Rate}} + \frac{\text{Number of Transformers}}{\text{Transformer Removal Rate}} + \frac{\text{Number of Switchboards}}{\text{Switchboard Removal Rate}} \right]$$

$$\text{Labor Hours} = 83$$

$$\text{Equipment Rental Day(s)} = \frac{\text{Labor Hours}}{8 \text{ hr/day}} \quad (\text{Note: This value rounded up to full day(s)})$$

$$\text{Equipment Rental Day(s)} = 11$$

$$\text{Cost} = \text{Labor Hours} \times \text{Labor Rate} + \text{Equipment Rental Day(s)} \times \text{Front End Loader}$$

Total = \$ 23,285.00

5. LOAD RACKS & MODULES

Once the racks have been dismantled, they will be loaded onto trucks for removal from the site.

$$\text{Labor Hours} = \text{Number of Racks} \times \text{Rack Loading Rate} \quad \text{Labor Hours} = 161$$

$$\text{Equipment Rental Day(s)} = \frac{\text{Labor Hours}}{8 \text{ hr/day}} \quad \text{Equipment Rental Day(s)} = 21$$

(Note: This value rounded up to full day(s))

$$\text{Cost} = \text{Labor Hours} \times \text{Labor Rate} + \text{Equipment Rental Day(s)} \times \text{Front End Loader}$$

Total = \$ 44,695.00

Labor, Material, and Equipment Costs

6. REMOVE MEDIUM VOLTAGE ELECTRICAL WIRING AND DC FEEDER

Overhead and Underground electrical wiring and underground conduits will be removed

$$Cost = \frac{Electrical\ Wiring\ Length \times Elect.\ Wiring\ Removal\ Rate}{60\ min/hr} (labor\ cost + Backhoe\ Cost)$$

Total = \$ 32,512.50

7. REMOVE MODULE FOUNDATIONS

Foundations will be lifted from their position and loaded onto a truck to be removed from the site.

$$Cost = \frac{Number\ of\ Foundations}{Foundation\ Removal\ Rate} \left((Labor\ Rate \times 8\ hr/day) + Excavator\ Cost \right)$$

Total = \$ 181,001.48

8. REMOVE FENCING

Fencing posts, fabric, and foundations will be loaded onto a truck and removed from the site. Trucking costs included in this line item are for the removal process. Trucking to a recycling facility are included in item #12.

$$Cost = \frac{Length\ of\ Fencing \times Fence\ Removal\ Rate}{60\ min/hr} (Labor\ Rate + Bobcat\ Cost)$$

Total = \$ 14,109.79

9. REMOVE UTILITY POLES

Power poles will be removed and shipped off site.

$$Cost = Number\ of\ Poles \times Power\ Pole\ Removal\ Cost$$

Total = \$ 11,700.00

$$Cost = (Rough\ Grading + Fine\ Grading)Grader\ Cost + Access\ Rd.\ Volume(Gravel\ export + Loam\ Import)$$

10 SEED DISTURBED AREAS

Seeding cost includes and materials for resseeding all disturbed areas including the reclaimed gravel road area, former electrical areas, and areas disturbed by racking foundation removal. It is assumed roughly 35% of the project area will be disturbed during decommissioning.

$$Cost = 20\% \times Project\ Area \times Seeding\ Cost$$

Total = \$ 26,642.00

11 TRUCK TO TRANSFER STATION

All material will be trucked to the nearest Transfer station that accepts construction material. It is assumed that a receiveing station will be located within sixty miles of the site.

$$Trucking\ Cost = Truckloads (Roundtrip\ Distance \times Fuel\ Cost + Roundtrip\ Time \times Trucking\ Cost)$$

Total = \$ 11,160.00

12 EROSION AND SEDIMENT CONTROL

$$Cost = (Length\ of\ Silt\ Fence \times Fence\ Installation\ Rate) + (Length\ of\ Silt\ Fence \times Fence\ Removal\ Rate) + (Length\ of\ Wetland\ Fence \times Fence\ Installation\ Rate) + (Length\ of\ Wetland\ Fence \times Fence\ Removal\ Rate)$$

Total = \$ 38,250.00



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PROJECT	Milk Run Solar - Stephentown, NY		
PROJECT NO.	2221288	SHEET	4 OF 4
SUBJECT	Decommissioning Estimate		
CALC. BY	JAT	DATE	9/6/2024
CKD. BY	RFH	DATE	2/10/2025

Summary of Decommissioning Costs

The costs below are the current estimated costs to decommission a 5 MWac Solar Facility, based on guidance from NYSERDA and estimates from the New York solar market. The salvage values of valuable recyclable materials (aluminum, steel, copper, ect) are not factored into the below costs. The scrap value will be determined on current market rates at the time of salvage.

LINE ITEM	TASK	COST
1	Module Removal	\$ 29,013.00
2	Rack Wiring Removal	\$ 14,506.50
3	Rack Dismantling	\$ 76,190.00
4	Electrical Equipment Loading and Removal	\$ 23,285.00
5	Load Racks	\$ 44,695.00
6	Remove Medium Voltage Electrical Wiring	\$ 32,512.50
7	Remove Module Foundations	\$ 181,001.48
8	Fence Removal	\$ 14,109.79
9	Power Pole Removal	\$ 11,700.00
10	Seed Disturbed Areas	\$ 26,642.00
11	Trucking to Transfer Station	\$ 11,160.00
12	Erosion and Sediment Control	\$ 38,250.00
13	Environmental Review and Permitting	\$ 8,000.00
14	SWPPP and SWPPP Inspections	\$ 20,000.00
Subtotal =		\$ 531,065.27
10% Legal, Permitting, and Inspection=		\$ 53,106.53
Module Recycling =		\$ 300,000.00
		\$ 884,171.80
Rounded Total =		\$ 885,000.00

Summary of Decommissioning Fund

A decommissioning fund to guarantee that monies are available to perform the facility decommissioning will be created. The funds will be established as a bond, and will remain available to the Town to perform the decommissioning if needed. At the start of construction a bond will be established in the total amount of the project's 30-year maturity with a 2.5% inflation rate.

Inflation Rate = 2.5%

YEAR	BOND VALUE
0	\$ 885,000
1	\$ 907,125
2	\$ 929,803
3	\$ 953,048
4	\$ 976,874
5	\$ 1,001,296
6	\$ 1,026,329
7	\$ 1,051,987
8	\$ 1,078,287
9	\$ 1,105,244
10	\$ 1,132,875
11	\$ 1,161,197
12	\$ 1,190,227
13	\$ 1,219,982
14	\$ 1,250,482
15	\$ 1,281,744

YEAR	BOND VALUE
16	\$ 1,313,787
17	\$ 1,346,632
18	\$ 1,380,298
19	\$ 1,414,805
20	\$ 1,450,176
21	\$ 1,486,430
22	\$ 1,523,591
23	\$ 1,561,680
24	\$ 1,600,722
25	\$ 1,640,741
26	\$ 1,681,759
27	\$ 1,723,803
28	\$ 1,766,898
29	\$ 1,811,071
30	\$ 1,856,347

Milk Run Solar, LLC – Solar Decommissioning Plan

Introduction

Milk Run Solar, LLC (“Milk Run Solar”) proposes to build an approximately 5-MWac ground-mounted photovoltaic (PV) solar facility (“Solar Facility”) in the Town of Stephentown referred to as “Milk Run Solar, LLC.” The Project would co-locate three community solar arrays on a privately-owned +/- 77-acre parcel on agricultural and wooded land, located at NY SR-22, Stephentown, Rensselaer County, New York 12168 (SBL# 196.-1-2). The proposed fenced area is +/- 24.23 acres, proposed staging area is +/-39,780 square feet, and proposed equipment pad area is +/- 970 square feet. The project includes construction of an access drive and other ancillary facilities, including security fencing and landscaping as a visual buffer between adjoining uses and ~~neighboringneighbouring~~ properties. The total project disturbance area is +/- 29.05 acres. ~~The proposed Solar Facility will have an approximately 30-year lease, subject to renewals.—~~

Section 8 of the Town of Stephentown’s Solar Law, states that a decommissioning and restoration plan for the Solar Facility shall be provided by the owner/operator (“Applicant or the future owner-operator”) and shall include a written agreement by the Applicant or future owner-operator to remove all components of the Solar Facility if said facility becomes nonfunctional or ceases to be used for its originally intended purpose, as ~~determined-described~~ in by the Town of Stephentown Decommissioning Agreement. The removal plan shall remain in force for the life of the Solar Facility. Upon decommissioning, the Solar Facility will be dismantled, and the Facility Site restored to a state similar to its pre-construction condition. ~~If the Solar Facility becomes nonfunctional or ceases to be used for its originally intended purpose, all components of the solar energy system will be removed, as determined by the Town of Stephentown.—~~The removal plan will remain in force for the life of the solar energy system.

This Decommissioning Plan (“Plan”) provides an overview of activities that will occur during the decommissioning phase of the Solar Facility, including activities related to the restoration of land, the management of materials and waste, projected costs, and a decommissioning cost and surety bond.

Decommissioning of the Solar Facility will include the disconnection of the Solar Facility from the electrical grid and the removal of all Solar Facility components including:

- Photovoltaic (PV) modules, panel racking and supports;
- Inverter units, transformers, and other electrical equipment;
- Access roads*, wiring cables, perimeter fence; and,

- Concrete foundations

*Note that access roads may be left in place as described later in this document.

This Decommissioning Plan is based on current best management practices and procedures and has been prepared in compliance with the most recent guidance from New York State Department of Agriculture and Markets (NYSDAM) “Guidelines for Solar Energy Projects - Construction Mitigation for Agricultural Lands” [Revision 10/18/2019].

This Decommissioning Plan may be subject to revision based on new standards and emergent best management practices at the time of decommissioning. Permits will be obtained as required and notification will be given to stakeholders prior to decommissioning.

Solar Facility Decommissioning

The project may be decommissioned under the following conditions pursuant to Section 8 of the Town of Stephentown’s Solar Law:

1. The Applicant or any entity that may own or operate the facility in the future (the “future owner-operator”) decides to remove all components of the utility-scale solar energy system if said facility becomes nonfunctional or ceases to be used for its originally intended purpose.

At the time of decommissioning, the installed components will be removed, reused, disposed of, and recycled, where possible. The Facility Site will be restored to a state similar to its pre-construction condition, as further described in the Site Restoration sub-section below. All removal of equipment will be done in accordance with any applicable regulations and manufacturer recommendations. All applicable permits will be acquired, and compliance with all applicable state and local requirements will be achieved.

Although the Applicant or future owner-operator will intend to perform the decommissioning, unforeseen circumstances such as, the Applicant or future owner-operator selling the project to another entity or the Applicant or future owner-operator going out of business, are possible.

As stated in Section 18 of the Town of Stephentown’s Solar Law, a bond and/or surety or other form of security, in a sufficient amount as determined by the Town of Stephentown’s Planning Board and as acceptable to the Town Attorney, shall be required for all utility-scale solar projects. If the Applicant or future-owner operator of the Solar Facility fails to comply with any conditions of the approval during construction or as part of the long term maintenance of the site, or if the Applicant or future-owner operator fails to remove the Solar Facility and/or restore the site as part of any required decommissioning, all costs of the Town incurred in

remediating such failure(s) shall be paid using the bond or other form of security provided by the Applicant or future owner-operator.

In the unlikely scenario that the Applicant or the future owner-operator cannot execute the decommissioning, the Town of Stephentown may commence the decommissioning through the surety bond established to cover the expenses, restore the property, and impose a lien on the property to cover any costs associated with this work.

Equipment Dismantling and Removal

During the decommissioning phase, all project components (Exhibit 1) will be removed. Generally, the sequence of decommissioning of the Solar Facility proceeds in the reverse order of the installation.

- The Solar Facility shall be disconnected from the utility power grid.
- PV modules shall be disconnected, collected, and disposed at an approved solar module recycler or reused / resold on the market.
- All aboveground electrical interconnection and distribution cables and poles shall be removed and disposed off-site at an approved facility.
- In accordance with NYSDAM guidelines, all underground direct buried electrical conduits and conductors shall be removed by means causing the least amount of disturbance possible.
- Galvanized steel PV module support and racking system support posts shall be removed and disposed off-site at an approved facility.
- Electrical and electronic devices, including transformers, inverters, switchgear, and support structures shall be removed and disposed off-site at an approved facility. Transformers and inverters will be returned to the power authority. Other components not required for return to the power authority will be disposed off-site at an approved facility.
- Concrete foundations, if any, shall be removed and disposed off-site at an approved facility.
- In accordance with NYSDAM guidelines, access roads in agricultural areas shall be removed, unless otherwise specified by the landowner. If access is to be removed, access areas should be regraded with topsoil from recorded excess native topsoil disposal areas. If suitable topsoil from these areas is unavailable, imported topsoil may be used as long as it is free of invasive species and consistent with topsoil quality on the affected site.
- Fencing and gates shall be removed and will be disposed off-site at an approved facility.

Environmental Effects

Decommissioning activities, particularly the removal of project components, could result in environmental effects like those of the construction phase. Care will be taken to ensure that decommissioning activities preserve the integrity of the land. As with any construction activity, there is the potential for ground disturbance, erosion/sedimentation, soil compaction, spills, and related impacts to adjacent watercourses or significant natural features. Construction best management practices and mitigation measures, similar to those employed during the construction phase of the Solar Facility, will be implemented. These will remain in place until the site is stabilized, and the ground cover has been reestablished.

Road traffic will temporarily increase due to the movement of decommissioning crews and equipment. There may be an increase in particulate matter (dust) in adjacent areas during the decommissioning phase. Decommissioning activities may lead to temporary elevated noise levels from machinery and an increase in vehicle trips to the project location. Work will be undertaken during daylight hours and will conform to applicable restrictions. Recycling of structural components will be maximized to the extent possible to reduce solid waste disposal.

Site Restoration

During the decommissioning phase, all project components (Exhibit 1) will be removed, and the Facility Site will be restored to a state similar to its pre-construction condition. The Facility Site's pre-construction condition has been documented in the photos at Exhibit 2. The site currently contains agricultural land.

If at the time of decommissioning, the site or portions of the site are intended to be restored for agricultural production, the Applicant or the future owner-operator will coordinate with the landowner and the Department of Agriculture and Markets and will follow the environmental monitoring and restoration requirements of the NYSDAM guidelines (*Guidelines for Solar Energy Projects – Construction Mitigation for Agricultural Lands (10/18/19)*).

Additionally, if access roads in agricultural areas are removed in accordance with landowner wishes, topsoil shall be returned from recorded excess native topsoil disposal areas, if present, or topsoil free of invasive species shall be imported consistent with the quality of the topsoil on the affected site.

Rehabilitated lands shall be re-seeded, potentially with a low-growing species such as clover, to help stabilize soil conditions, enhance soil structure, and increase soil fertility.

Managing Materials and Waste

During the decommissioning phase, a variety of excess materials and wastes will be generated (Exhibit 1). Most of the materials used in a Solar Facility are reusable or recyclable and some equipment may have manufacturer take-back and recycling requirements. Any remaining materials will be removed and disposed of off-site at an appropriate facility. The Applicant or the future owner-operator will establish policies and procedures to maximize recycling and reuse and will work with manufacturers, local subcontractors, and waste firms to segregate material to be disposed of, recycled, or reused.

The Applicant or the future owner-operator will be responsible for the logistics of collecting and recycling the PV modules and to minimize the potential for modules to be discarded in the municipal waste stream. Currently, some manufacturers and new companies are looking for ways to recycle and/or reuse solar modules when they have reached the end of their lifespan. It is anticipated there will be more recycling options available for solar modules at the end of the project lifespan.

The Applicant or the future owner-operator will determine the best way of disposing of the solar modules using best management practices at the time of decommissioning and will coordinate with the municipality if the disposal of any project component at the municipal waste facility is necessary. All waste from dismantling the Project will be transported by licensed transporters and recycled or disposed of in accordance with all local, state, and federal rules and regulations.

Decommissioning Notification

Decommissioning activities generally require the notification of stakeholders given the nature of the work at the Facility Site. Abatement and removal notifications are listed in Section 17 of the Town of Stephentown's Solar Law.

If the use of an approved Utility-scale Solar Facility is discontinued, the Applicant or the future owner-operator shall notify the Town of Stephentown ~~Code Enforcement Office within 30 days of such discontinuance~~per the Decommissioning Agreement. If the Solar Facility is to be retained and reused, the owner or operator shall further inform the Town of Stephentown at such time and obtain any necessary approvals within one year. Otherwise, the Solar Facility shall be deemed automatically abandoned per Town Code.

If the Utility-scale Solar Facility has been nonoperational or abandoned for a period of one year or more, the Solar Facility shall be removed ~~within 45 days of written notice from the Town of Stephentown to the Applicant or the future owner-operator of the system~~per the Decommissioning Agreement.

In all other cases, the Town of Stephentown and NYSDAM will be notified six months prior to commencement of any decommissioning activities. At this time, The Applicant or the future

owner-operator will update their list of stakeholders and notify appropriate jurisdictions and overseeing agencies of decommissioning activities. Federal, county, and local authorities, including the utility company, will be notified as needed to discuss the potential approvals required to engage in decommissioning activities.

Approvals

Well-planned and well-managed renewable energy facilities are not expected to pose environmental risks at the time of decommissioning. Decommissioning of a Solar Facility will follow the regulatory standards of the day. The Applicant or the future owner-operator will ensure that any required permits are obtained prior to decommissioning.

Violations

If a Solar Facility poses a safety hazard, as determined by the Town of Stephentown Code Enforcement Officer, the owner or operator shall take immediate action to remedy the hazard. The Code Enforcement Officer shall have the authority to cause the abatement of any hazardous situation. If the Town of Stephentown determines that the Solar Facility poses a safety hazard, a notice of violation shall be issued, and the Solar Facility shall be made nonoperational until such hazard has been remedied to the satisfaction of the Town of Stephentown's Code Enforcement Officer.

Estimated Timeline

The Applicant or future owner-operator has prepared a timeline for the major actions to be undertaken during decommissioning. As it is difficult to know what specific approvals and protocols will be in place when decommissioning begins, the timing of these actions is estimated based on best available information.

- Notifications to Stakeholders: Months 0 to 6
- Permitting and environmental review: Months 2 to 6
- Physical Decommissioning and Removal of Equipment: Months 6 to 9
- Restoration: Months 6 to 15 (depending on timing of growing season)

Decommissioning During Construction or Abandonment Before Maturity

As stated above, if the Solar Facility has been nonoperational or abandoned for a period of one year or more, the Solar Facility shall be removed ~~within 45 days of written notice from the Town of Stephentown to the owner or operator of the system~~ per the Decommissioning Agreement.

Costs of Decommissioning & Decommissioning Bond

The Decommissioning Estimate has been prepared by LaBella Associates D.P.C. in an attempt to predict the cost associated with removal of the proposed solar facility. The primary cost of decommissioning is the labor to dismantle and load as the cost of trucking and equipment. All material will be removed from the site, including any concrete foundations, which will be broken up at the site and hauled to the nearest transfer station.

The current cost to decommission the approximately 5-MWac Solar Facility has been estimated by LaBella, following industry standards and using guidance from NYSEDA, at **\$885,000**. It is important to acknowledge that the decommissioning of solar arrays has not been undertaken to any significant extent in New York State (or other States), and therefore, actual data and cost estimating models are not available. Moreover, there is great uncertainty in many factors that will come into play at the time of future decommissioning, such as the regulatory climate, changes in technology, repowering opportunities etc. The cost estimate, as a result, is based upon the best available information and engineering and demolition experience with other types of construction projects. In addition, the salvage values of valuable recyclable materials (aluminum, steel, copper, etc.) have not been factored into the decommissioning cost estimate, and the scrap value will be determined on current market rates at the time of salvage.

The estimated cost for decommissioning the Project is approximately **\$885,000** (Exhibit 3). The Applicant or future owner-operator will provide a financial guarantee to the Town of Stephentown prior to undertaking construction in the form of a surety bond, or similar, to guarantee that monies are available to perform the Solar Facility decommissioning. The surety bond will be renewed annually and will remain available to any party performing the decommissioning, such as a municipality or a landowner. All applicable permits will be acquired.

~~At the start of construction, t~~The Applicant or future owner-operator will post a surety bond in the amount of approximately **\$885,000**. After every year of operation, the Applicant or future owner-operator will increase the surety bond amount 2.5% of the previous balance to keep up with inflation and expected decommissioning costs – for a total amount of approximately **\$1,856,347** at the project's 30-year maturity (see Exhibit 3).

To assess whether the estimated net cost of decommissioning has changed, for example, because of changes in removal costs, the Applicant or future owner-operator will review the removal cost after the first year and every five years thereafter coinciding with the term of the special use permit. Updated information on decommissioning costs, if warranted, will be provided to the Town of Stephentown.

The surety bond will be kept in place until such time as the decommissioning and site restoration work has been completed, provided to the extent available as liquid funds, the surety bond may be used to offset the costs of decommissioning. This surety bond shall

Milk Run Solar Decommissioning Plan

remain in effect until decommissioning and restoration is complete and satisfactory proof has been provided to and approved by the Code Enforcement Office and Town Attorney.

The surety bond shall be renewed or replaced as necessary to account for any changes in the total decommissioning cost with renewal/replacement information provided to the Town of Stephentown. The surety bond must also be renewed, replaced, or transferred as necessary with any changes of ownership of the Solar Facility.

As-Built Plans

Milk Run Solar will provide a set of as-built plans to the Town following the completion of construction in order to verify/confirm the material quantities used to develop the cost estimate are, in fact, a fair representation of the actual material quantities used.

Exhibit 1
Schedule of Materials

Milk Run Solar Decommissioning Plan

Material/Waste	Means of Managing Excess Materials and Waste
PV Modules	If there is no possibility for reuse, the panels will either be returned to the manufacturer for appropriate disposal or will be transported to a recycling facility where the glass, metal, and semiconductor materials will be separated and recycled.
Metal Racking	These materials will be disposed/recycled off-site at an approved facility.
Transformer components	The small amount of oil from the transformers will be removed on-site by an approved contractor to reduce the potential for spills and will be transported to an approved facility for disposal. The substation transformer, step-up transformers and the inverter units will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.
Inverters, fans, switchgear, and fixtures	The metal components of the inverters, fans, and fixtures will be disposed of or recycled, where possible. Remaining components will be disposed of in accordance with the standards of the day.
Gravel (or other granular)	It is possible that the municipality may accept uncontaminated material without processing for use on local roads; however, for the purpose of this report it is assumed that the material will be removed from the project location by truck to a location where the aggregate can be processed for salvage. It will then be reused as fill for construction. It is not expected that any such material will be contaminated.
Geotextile Fabric	It is assumed that during excavation of the aggregate, a large portion of the geotextile will be “picked up” and sorted out at the aggregate reprocessing site. Geotextile fabric that is remaining or large pieces that can be readily removed from the excavated aggregate will be disposed of off-site at an approved disposal facility.
Concrete inverter/transformer pads	Concrete pads will be broken down and transported by certified and licensed contractor to a recycling or approved disposal facility.
Cables and Wiring	<p>The aboveground electrical line that connects the substation to the point of common coupling will be disconnected and disposed of at an approved facility. Support poles, if made of untreated wood, will be chipped for reuse. Associated electronic equipment (isolation switches, fuses, metering) will be transported off-site to be sent back to the manufacturer, recycled, reused, or safely disposed off-site in accordance with current standards and best practices.</p> <p>Conduits, conductors, and other facilities will be removed and recycled or safely disposed of in accordance with current standards and best practices.</p>
Fencing	Fencing will be removed and recycled at a metal recycling facility.
Utility Poles	Customer-owned utility poles will be dismantled and transported to a licensed treated wood recycling facility to be assessed for reuse for operational use or for secondary use in construction projects.
Debris	Any remaining debris on the site will be separated into recyclables/residual wastes and will be transported from the site and managed as appropriate.

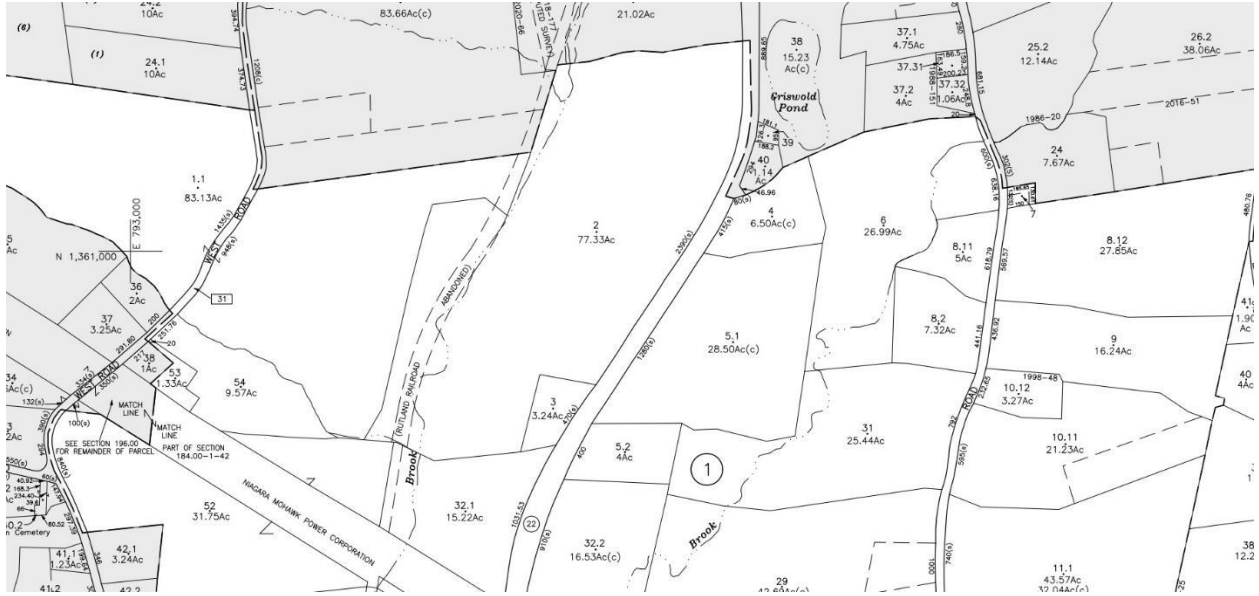
Exhibit 2

Photo Documentation of Pre-Construction Conditions

Milk Run Solar Decommissioning Plan



Parcel View of Project Site—Milk Run Solar, LLC Solar Project
NY SR-22, Stephentown, Rensselaer County, New York 12168
(Tax Parcel # 196.-1-2)



Milk Run Solar Decommissioning Plan

Photos of Pre-Existing Site Conditions— Milk Run Solar, LLC Solar Project
NY SR-22, Stephentown, Rensselaer County, New York 12168
(Tax Parcel # 196.-1-2)



View of the central portion of the project site facing east.



View of the central portion of the project site facing north.

Milk Run Solar Decommissioning Plan



View of the central portion of the project site facing south.



View of the central portion of the project site facing southwest.

Exhibit 3
Decommissioning Estimate and Bond Value

Exhibit 3 - Bond Value

Inflation Rate = 2.5%

YEAR	BOND VALUE		Year	Bond Value
0	\$885,000			
1	\$907,125		16	\$1,313,787
2	\$929,803		17	\$1,346,632
3	\$953,048		18	\$1,380,298
4	\$976,874		19	\$1,414,805
5	\$1,001,296		20	\$1,450,176
6	\$1,026,329		21	\$1,486,430
7	\$1,051,987		22	\$1,523,591
8	\$1,078,287		23	\$1,561,680
9	\$1,105,244		24	\$1,600,722
10	\$1,132,875		25	\$1,640,741
11	\$1,161,197		26	\$1,681,759
12	\$1,190,227		27	\$1,723,803
13	\$1,219,982		28	\$1,766,898
14	\$1,250,482		29	\$1,811,071
15	\$1,281,744		30	\$1,856,347

**SOLAR FACILITY DECOMMISSIONING
SURETY AGREEMENT**

This Solar Facility Decommissioning Surety Agreement (this “Agreement”), dated effective as of February __, 2025 (the “Effective Date”), is between the **Town of Stephentown** (“Town”), and **Milk Run Solar, LLC**, a New York limited liability company (“Owner”). Town and Owner may be referred to herein individually, as a “Party” and collectively, as the “Parties.”

Recitals

A. Owner intends to construct, operate and maintain a solar energy facility (“the Project”) with an estimated capacity of 5 MW (AC) and all related on-site improvements, including all associated accessory structures (collectively, the “Facility”) on a parcel of real property located on New York Route 22, Stephentown, Rensselaer County, NY (Tax Map No. 196.-1-2) (the “Site”).

B. The Town Planning Board previously issued Site Plan Approval and a Special Permit with respect to the solar energy facility, conditioned upon Owner entering into a Solar Facility Decommissioning Agreement with the Town in such form as may be approved by the Town’s Attorney and the Town Board.

C. The Town and the Owner wish to mutually enter into this Solar Facility Decommissioning Surety Agreement in satisfaction of the condition included in the Site Plan Approval and Special Permit.

Agreement

In consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. ***Surety.***

(a) ***Surety Bond.*** Owner shall deliver to the Town a Surety Bond (the “Decommissioning Fund”) in the amount of _____ Dollars (\$_____) (the “Surety Amount”, as it may be adjusted subject to Section 1(e)), which bond cannot expire and shall in all respects be in such form as deemed acceptable to Town. Subject to Section 1(b), the Decommissioning Fund shall remain in place until the Facility is decommissioned as defined in Section 3(a) herein.

(b) ***Replacement Surety.*** At any time during the term hereof, Owner may replace the Decommissioning Fund, in whole or in part, with (i) a cash deposit, which cash Town shall hold in trust for the sole purpose of Town’s performance under Section 3(b), if any, in accordance herewith; (ii) a nonrenewable (or if renewable then providing for automatic renewal thereof such that the letter of credit is in effect at all time and which provides by its terms that the failure to renew or expiration of same shall constitute a default of the conditions of said letter of credit) and irrevocable letter of credit for the Surety Amount in a form and from a financing institution reasonably acceptable to the Parties; or (iii) any combination of the foregoing, such that

the aggregate amount thereof is not less than the Surety Amount (in any case, the “Replacement Surety”). Any Replacement Surety shall remain in place until the Surety Expiration Date. At any time, Owner may replace the Replacement Surety with any one or more of the foregoing, including cash, *provided* that the aggregate amount of the Replacement Surety is an amount not less than the Surety Amount. If at any time Owner replaces the Decommissioning Fund or any Replacement Surety, in whole or in part, with another Replacement Surety pursuant to the foregoing, Town shall return to Owner or cause to be returned to Owner the replaced surety (*i.e.*, cash or any bond or letter of credit) within fifteen (15) days following such replacement.

(c) ***Interest on Cash.*** To the extent that the Decommissioning Fund or any cash posted as Replacement Surety is held by a third party for the benefit of Town in an interest bearing account, any interest accruing on such funds shall be the property of Owner and shall be paid to the Owner upon the discharge of the surety obligations as set forth in Section 4. Nothing herein, however, shall obligate the Town to hold the Decommissioning Fund or any cash posted as Replacement Surety in an interest bearing account, or if so held, to realize any minimum interest amount or rate of return on funds so deposited. Furthermore, Owner acknowledges the Town is restricted where and in what manner it can deposit funds.

(d) ***Delivery of Surety.*** The Decommissioning Fund required under this Agreement shall be provided by Owner to the Town at the start of construction of the Facility.

(e) ***Adjustments to Surety Amount.***

(i) ***Annual Percentage Increase.*** At the end of the first calendar year in which the Facility is operational, and at the end of each calendar year thereafter, the Surety Amount set forth in Section 1(a) shall be increased by two and one-half percent (2.5%) of the previous balance.

(ii) ***Periodic Review and Adjustment.*** At the end of the first calendar year in which the Facility is operational, and every five (5) calendar years thereafter, the Owner shall update the estimated cost of decommissioning the Facility and provide such updated cost estimate to the Town. If the updated cost estimate indicates that the cost of decommissioning the Facility is different from the Surety Amount secured by the Decommissioning Fund then in place, the Surety Amount specified in Section 1(a) shall be adjusted to be not less than the updated estimated cost of decommissioning.

(iii) The Owner shall provide the Town with a new or updated Decommissioning Fund or Replacement Surety to reflect any adjustments to the Surety Amount as provided in Section 1(e)(i) and/or (ii).

2. ***Site Decommissioning.*** The Parties agree that the decommissioning of the Site shall commence upon the happening of any one of the following events:

(a) Owner delivers written notice to the Town of its intent to retire or decommission the Facility; or

(b) The Facility ceases to be operational or is otherwise abandoned for more than twelve (12) consecutive months; or

(c) The Special Permit issued for the Facility is not renewed or is revoked, or the Certificate of Occupancy or Use issued with respect to the Facility is revoked; *provided, however,* that in such event Town shall first notify Owner thereof and Owner shall have sixty (60) days following its receipt of such notice to cure the cause of such non-renewal or revocation to Town's reasonable satisfaction. If such cure cannot reasonably be effected within such sixty (60) day period, Owner may request from the Town such additional time as is reasonably necessary to effect such cure, which request shall not be unreasonably denied.

3. *Use of Surety.*

(a) For purposes of this Agreement, the term "decommission(ing)" shall mean (1) the demolition and off-site removal of the solar panels, support structures, underground electrical lines, inverters, transformers, concrete pads, and fencing/fence posts of or for the Facility; and (2) the restoration of the site to its original condition; in each case, in accordance with the Solar Decommissioning Plan attached hereto as Exhibit A, which is incorporated herein by reference.

(b) In the event that Owner fails to fully decommission the Facility within one hundred and eighty (180) days after the happening of one of the events set forth in Section 2 (a "Default"), Town shall notify Owner thereof and Owner shall have sixty (60) days following its receipt of such notice to cure such Default to Town's reasonable satisfaction, which may include the full decommissioning of the Project ("Decommissioning Cure"); *provided, however,* that if such Decommissioning Cure cannot reasonably be effected within such sixty (60) day period, Owner may request from the Town such additional time as is reasonably necessary, not to exceed an additional sixty (60) days, to effect such Decommissioning Cure, which request shall not be unreasonably denied, *provided* that, to the extent reasonably practicable, Owner is diligently pursuing same upon the expiration of the initial sixty (60) day period, and *provided further* that Owner shall have such time in addition to the foregoing cure period as is reasonably necessary to effect the Decommissioning Cure in the event that adverse weather conditions or seasonality makes effecting such Decommissioning Cure within the foregoing cure period not commercially reasonable.

(c) If Owner fails to cure a Default in accordance with Section 3(b), then Town or its agents or contractors may enter onto the Site without further permission, notice or process, to commence such Decommissioning Cure using the proceeds of the Decommissioning Fund and/or any Replacement Surety, as applicable, to cover its costs attributable thereto. If the Town elects to enter onto the Site and effect a Decommissioning Cure using the proceeds of the Decommissioning Fund or Replacement Surety, then upon Town's completion of such Decommissioning Cure and the full decommissioning of the Facility, Owner's obligations under this Agreement shall be deemed discharged, this Agreement shall be deemed terminated and, if at the time that Town commenced such Decommissioning Cure in accordance with this Section, cash had been posted as the Decommissioning Fund or as Replacement Surety, any such cash remaining after Town having effected such Decommissioning Cure (together with accrued interest, if any) shall be returned to Owner along with any other Replacement Surety, as applicable, within thirty (30) days after completion of such Decommissioning Cure.

(d) Any funds comprising or that are the proceeds of the Decommissioning Fund or any Replacement Surety shall be used by Town solely to pay for the cost to effect a

Decommissioning Cure pursuant to this Section 3, including the amount of any reasonable engineering, attorney, or other professional fees, if any, incurred by the Town in connection with such action. Other than the Decommissioning Fund or any Replacement Surety, Owner shall have no security obligations to Town with respect to the decommissioning of the Facility. In the event that Town uses any funds comprising or that are the proceeds of the Decommissioning Fund or any Replacement Surety for any reason other than in connection with undertaking any action authorized by this Section 3, Town shall reimburse such amount to Owner upon demand.

4. ***Discharge of Surety Obligations.*** Following the full decommissioning of the Facility, and *provided* that at such time there is not a Default then in existence and continuing, Owner's obligations hereunder shall be deemed discharged, this Agreement shall be deemed terminated and the Decommissioning Fund or Replacement Surety, or the balance thereof, if any, shall be returned to Owner by Town within thirty (30) days following the full decommissioning of the Facility.

5. ***Force Majeure.***

(a) Owner shall not be considered in breach of any obligation hereunder, and no Default shall be deemed to have occurred, to the extent that performance of the subject obligation is prevented or delayed by a Force Majeure Event (defined in Section 5(b)). Owner's obligation to perform the subject obligation hereunder shall be suspended during the tenure of the subject Force Majeure Event and Owner shall not be liable in damages or otherwise, nor shall Town be permitted to demand any funds comprising or proceeds of the Decommissioning Fund or any Replacement Surety, as applicable, for a failure of Owner to perform if and only to the extent that Owner is unable to perform or prevented from performing by the Force Majeure Event. As soon as reasonably possible after the occurrence of the Force Majeure Event, but no later than thirty (30) days following the date that Owner has knowledge that such occurrence qualifies or could qualify as a Force Majeure Event, Owner shall give Town written notice describing the particulars of the occurrence thereof and its estimated duration. Owner shall make commercially reasonable efforts to recover from the effects of the Force Majeure Event and shall resume performance of its obligations hereunder as soon as reasonably practicable.

(b) For purposes of this Agreement, "Force Majeure Event" means any circumstance not within Owner's reasonable control, but only if and to the extent that such event: (i) is not due to Owner's negligence or willful misconduct; and (ii) is not the result of any failure of Owner to perform any of its obligations hereunder; and (iii) did not occur as a result of Owner's actions or failure to act. Subject to the foregoing conditions, Force Majeure Events include: acts of God; war; acts of the public enemy; terrorism; riot; civil commotion; sabotage; fire; floods; landslide; volcanic eruption; epidemics; global pandemics; quarantine restrictions; embargos; and governmental authority decreed official state of emergency.

6. ***Miscellaneous.***

(a) ***Amendment and Waiver.*** This Agreement may not be altered or amended, nor any rights hereunder waived, except by a written agreement executed by the Parties. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver

thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other (or further) exercise thereof.

(b) **Notices.** All notices, demands and other communications required or permitted hereunder (“Notices”) shall be in writing and addressed as set forth below. A Notice shall be deemed made or given when personally delivered, three (3) business days after deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, two (2) business days after being delivered to a courier guaranteeing overnight delivery. Either Party may, by notice so delivered to the other Party, change the address or individual to which delivery shall thereafter be made.

If to Owner:

Milk Run Solar, LLC
c/o Longroad Development Company, LLC
125 High Street, 17th Floor High Street Tower
Suite 1705
Boston, MA 02110

Attn: General Counsel

Email: contracts@longroadenergy.com

If to Town:

Town of Stephentown
26 Grange Hall Road
Stephentown, NY 12044
Attn: Town Supervisor

with copies to:

with copies to:

Town Attorney
at the aforementioned address

(c) **No Assignment; Binding Effect; Third Parties.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that Owner may assign this Agreement without Town’s prior consent to any of Owner’s affiliates taking ownership of the Facility upon (i) notice of such assignment delivered to Town, and (ii) if the form of the surety in favor of the Town consists of a bond, the submission to Town of an updated bond in the name of the Owner’s affiliate to whom this Agreement is being assigned and which must provide the same protections to Town. Any assignment in violation of the foregoing shall be void. For the avoidance of doubt, any change in ownership of Owner shall not be deemed an assignment hereunder. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties and their respective agents, successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any third party any benefits, rights or remedies.

(d) **Governing Law; Venue; No Jury Trial; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. The Parties consent to exclusive venue and jurisdiction in the state and federal courts located in New York. **TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE RELATED HERETO.** If any provision hereof is deemed by a court of competent jurisdiction to be unenforceable, in whole or in part, the

scope of such provision shall be reduced to the extent necessary to make it enforceable or, if such reduction is not possible for any reason, such provision shall be severed from this Agreement entirely without effect upon the balance hereof.

(e) **Construction.** The headings of the Sections hereof and any listing of their contents are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof. The Parties acknowledge that this Agreement is the result of negotiations between the Parties, each Party had equal bargaining power, and no provision hereof shall be construed against a Party as a result of the preparation hereof. All references herein to Sections, subsections and other subdivisions refer to the corresponding Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular Section, subsection or other subdivision unless expressly so limited. The words “this Section” and “this subsection,” and words of similar import, refer only to the Section or subsection hereof in which such words occur. The word “including” (in its various forms) means “including without limitation.” Words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

(f) **Integration; Execution.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings and statements with respect thereto. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Facsimile or electronic signatures are valid and binding on the Parties.

[Signature page follows.]

The Parties have executed this Agreement to be effective as of the Effective Date.

TOWN:

OWNER:

TOWN OF STEPHENTOWN

MILK RUN SOLAR LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A –

Milk Run Solar LLC - Decommissioning Plan

SOLAR FACILITY DECOMMISSIONING SURETY AGREEMENT

Style Definition: Comment Text

This Solar Facility Decommissioning Surety Agreement (this “Agreement”), dated effective as of February __, 2025 (the “Effective Date”), is between the **Town of Stephentown** (“Town”), and **Milk Run Solar, LLC**, a New York limited liability company (“Owner”). Town and Owner may be referred to herein individually, as a “Party” and collectively, as the “Parties.”

Recitals

A. Owner intends to construct, operate and maintain a solar energy facility (“the Project”) with an estimated capacity of 5 ~~m~~^W~~MW~~ (AC) and all related on-site improvements, including all associated accessory structures (collectively, the “Facility”) on a parcel of real property located on New York Route 22, Stephentown, Rensselaer County, NY (Tax Map No. 196.-1-2)~~(Q)~~ (the “Site”).

B. The Town Planning Board previously issued Site Plan Approval and a Special Permit with respect to the solar energy facility, conditioned upon Owner entering into a Solar Facility Decommissioning Agreement with the Town in such form as may be approved by the Town’s Attorney and the Town Board.

C. The Town and the Owner wish to mutually enter into this Solar Facility Decommissioning Surety Agreement in satisfaction of the condition included in the Site Plan Approval and ~~a~~ Special Permit.

Agreement

In consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Surety.**

(a) **Surety Bond.** Owner shall deliver to the Town a Surety Bond (the “Decommissioning Fund”) in the amount of _____ Dollars (\$ _____) (the “Surety Amount”); ~~”, as it may be adjusted subject to Section 1(e)~~, which bond cannot expire and shall in all respects be in such form as deemed acceptable to Town. Subject to Section 1(b), the Decommissioning Fund shall remain in place until the Facility is decommissioned as defined in Section 3(a) herein.

(b) **Replacement Surety.** At any time during the term hereof, Owner may replace the Decommissioning Fund, in whole or in part, with (i) a cash deposit, which cash Town shall hold in trust for the sole purpose of Town’s performance under Section 3(b), if any, in accordance herewith; (ii) a nonrenewable (or if renewable then providing for automatic renewal thereof such that the letter of credit is in effect at all time and which provides by its terms that the failure to renew or expiration of same shall constitute a default of the conditions of said letter of credit) and irrevocable letter of credit for the Surety Amount in a form and from a financing institution reasonably acceptable to the Parties; or (iii) any combination of the foregoing, such that

the aggregate amount thereof is not less than the Surety Amount (in any case, the “Replacement Surety”). Any Replacement Surety shall remain in place until the Surety Expiration Date. At any time, Owner may replace the Replacement Surety with any one or more of the foregoing, including cash, *provided* that the aggregate amount of the Replacement Surety is an amount not less than the Surety Amount. If at any time Owner replaces the Decommissioning Fund or any Replacement Surety, in whole or in part, with another Replacement Surety pursuant to the foregoing, Town shall return to Owner or cause to be returned to Owner the replaced surety (*i.e.*, cash or any bond or letter of credit) within fifteen (15) days following such replacement.

(c) **Interest on Cash.** To the extent that the Decommissioning Fund or any cash posted as Replacement Surety is held by a third party for the benefit of Town in an interest bearing account, any interest accruing on such funds shall be the property of Owner and shall be paid to the Owner upon the discharge of the surety obligations as set forth in Section 4. Nothing herein, however, shall obligate the Town to hold the Decommissioning Fund or any cash posted as Replacement Surety in an interest bearing account, or if so held, to realize any minimum interest amount or rate of return on funds so deposited. Furthermore, Owner acknowledges the Town is restricted where and in what manner it can deposit funds.

(d) **Delivery of Surety.** The Decommissioning Fund required under this Agreement shall be provided by Owner to the Town at the start of construction of the Facility.

(e) **Adjustments to Surety Amount.**

(i) **Annual Percentage Increase.** At the end of the first calendar year in which the Facility is operational, and at the end of each calendar year thereafter, the Surety Amount set forth in Section 1(a) shall be increased by two and one-half percent (2.5%) of the previous balance.

(ii) **Periodic Review and Adjustment.** At the end of the first calendar year in which the Facility is operational, and every five (5) calendar years thereafter, the Owner shall update the estimated cost of decommissioning the Facility and provide such updated cost estimate to the Town. If the updated cost estimate indicates that the cost of decommissioning the Facility ~~exceeds~~ ~~is different from~~ the Surety Amount secured by the Decommissioning Fund then in place, the Surety Amount specified in Section 1(a) shall be ~~increased~~ ~~adjusted~~ to be not less than the updated estimated cost of decommissioning.

(iii) The Owner shall provide the Town with a new or updated Decommissioning Fund ~~or Replacement Surety~~ to reflect any adjustments to the Surety Amount as provided in Section 1(c)(i) and/or (ii).

2. **Site Decommissioning.** The Parties agree that the decommissioning of the Site shall commence upon the happening of any one of the following events:

(a) Owner delivers written notice to the Town of its intent to retire or decommission the Facility; or

(b) The Facility ceases to be operational or is otherwise abandoned for more than twelve (12) consecutive months; or

(c) The Special Permit issued for the Facility is not renewed or is revoked, or

~~(d) The Certificate of Compliance Occupancy or Use issued with respect to the Facility is revoked; provided, however, that in such event Town shall first notify Owner thereof and Owner shall have sixty (60) days following its receipt of such notice to cure the cause of such non-renewal or revocation to Town's reasonable satisfaction. If such cure cannot reasonably be effected within such sixty (60) day period, Owner may request from the Town such additional time as is reasonably necessary to effect such cure, which request shall not be unreasonably denied.~~

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3. Use of Surety.

(a) For purposes of this Agreement, the term "decommission(ing)" shall mean (1) the demolition and off-site removal of the solar panels, support structures, underground electrical lines, inverters, transformers, concrete pads, and fencing/fence posts of or for the Facility; and (2) the restoration of the site to its original condition; in each case, in accordance with the Solar Decommissioning Plan attached hereto as Exhibit A, which is incorporated herein by reference.

(b) In the event that Owner fails to fully decommission the Facility within one hundred and eighty (180) days after the happening of one of the events set forth in Section 2 (a "Default"), Town shall notify Owner thereof and Owner shall have sixty (60) days following its receipt of such notice to cure such Default to Town's reasonable satisfaction, which may include the full decommissioning of the Project ("Decommissioning Cure"); *provided, however*, that if such Decommissioning Cure cannot reasonably be effected within such sixty (60) day period, Owner may request from the Town such additional time as is reasonably necessary, not to exceed an additional sixty (60) days, to effect such Decommissioning Cure, which request shall not be unreasonably denied, *provided* that, to the extent reasonably practicable, Owner is diligently pursuing same upon the expiration of the initial sixty (60) day period, and *provided further* that Owner shall have such time in addition to the foregoing cure period as is reasonably necessary to effect the Decommissioning Cure in the event that adverse weather conditions or seasonality makes effecting such Decommissioning Cure within the foregoing cure period not commercially reasonable.

(c) If Owner fails to ~~Cure~~ cure a Default in accordance with Section 3(b), then Town or its agents or contractors may enter onto the Site without further permission, notice or process, to commence such Decommissioning Cure using the proceeds of the Decommissioning Fund and/or any Replacement Surety, as applicable, to cover its costs attributable thereto. If the Town elects to enter onto the Site and effect a Decommissioning Cure using the proceeds of the Decommissioning Fund or Replacement Surety, then upon Town's completion of such Decommissioning Cure and the full decommissioning of the Facility, Owner's obligations under this Agreement shall be deemed discharged, this Agreement shall be deemed terminated and, if at the time that Town commenced such Decommissioning Cure in accordance with this Section, cash had been posted as the Decommissioning Fund or as Replacement Surety, any such cash remaining after Town having effected such Decommissioning Cure (together with accrued interest, if any) shall be returned to Owner along with any other Replacement Surety, as applicable, within thirty (30) days after completion of such Decommissioning Cure.

(d) Any funds comprising or that are the proceeds of the Decommissioning Fund or any Replacement Surety shall be used by Town solely to pay for the cost to effect a Decommissioning Cure pursuant to this Section 3, including the amount of any reasonable engineering, attorney, or other professional fees, if any, incurred by the Town in connection with such action. Other than the Decommissioning Fund or any Replacement Surety, Owner shall have no security obligations to Town with respect to the decommissioning of the Facility. In the event that Town uses any funds comprising or that are the proceeds of the Decommissioning Fund or any Replacement Surety for any reason other than in connection with undertaking any action authorized by this Section 3, Town shall reimburse such amount to Owner upon demand.

2.4. Discharge of Surety Obligations. Following the full decommissioning of the Facility, and *provided* that at such time there is not a Default then in existence and continuing, Owner's obligations hereunder shall be deemed discharged, this Agreement shall be deemed terminated and the Decommissioning Fund or Replacement Surety, or the balance thereof, if any, shall be returned to Owner by Town within thirty (30) days following the full decommissioning of the Facility.

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3.5. Force Majeure.

(a) Owner shall not be considered in breach of any obligation hereunder, and no Default shall be deemed to have occurred, to the extent that performance of the subject obligation is prevented or delayed by a Force Majeure Event (defined in Section 5(b)). Owner's obligation to perform the subject obligation hereunder shall be suspended during the tenure of the subject Force Majeure Event and Owner shall not be liable in damages or otherwise, nor shall Town be permitted to demand any funds comprising or proceeds of the Decommissioning Fund or any Replacement Surety, as applicable, for a failure of Owner to perform if and only to the extent that Owner is unable to perform or prevented from performing by the Force Majeure Event. As soon as reasonably possible after the occurrence of the Force Majeure Event, but no later than thirty (30) days following the date that Owner has knowledge that such occurrence qualifies or could qualify as a Force Majeure Event, Owner shall give Town written notice describing the particulars of the occurrence thereof and its estimated duration. Owner shall make commercially reasonable efforts to recover from the effects of the Force Majeure Event and shall resume performance of its obligations hereunder as soon as reasonably practicable.

(b) For purposes of this Agreement, "Force Majeure Event" means any circumstance not within Owner's reasonable control, but only if and to the extent that such event: (i) is not due to Owner's negligence or willful misconduct; and (ii) is not the result of any failure of Owner to perform any of its obligations hereunder; and (iii) did not occur as a result of Owner's actions or failure to act. Subject to the foregoing conditions, Force Majeure Events include: acts of God; war; acts of the public enemy; terrorism; riot; civil commotion; sabotage; fire; floods; landslide; volcanic eruption; epidemics; global pandemics; quarantine restrictions; embargos; and governmental authority decreed official state of emergency.

4.6. Miscellaneous.

(a) **Amendment and Waiver.** This Agreement may not be altered or amended, nor any rights hereunder waived, except by a written agreement executed by the Parties. No failure

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or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other (or further) exercise thereof.

(b) **Notices.** All notices, demands and other communications required or permitted hereunder ("Notices") shall be in writing and addressed as set forth below. A Notice shall be deemed made or given when personally delivered, three (3) business days after deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, two (2) business days after being delivered to a courier guaranteeing overnight delivery. Either Party may, by notice so delivered to the other Party, change the address or individual to which delivery shall thereafter be made.

If to Owner: _____ *If to Town:* _____

[Owner Notice Information] Milk Run Solar, LLC Town
of Stephentown _____
_____ c/o Longroad Development Company, LLC 26
Grange Hall Road _____
_____ 125 High Street, 17th Floor High Street Tower
Stephentown, NY 12044
Suite 1705 Attn: Town Supervisor
_____ Boston, MA 02110
_____ Attn: General Counsel
_____ Email: contracts@longroadenergy.com

with copies to:

_____ *with copies to:*
Town Attorney
at the aforementioned address

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(c) **No Assignment; Binding Effect; Third Parties.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however,* that Owner may assign this Agreement without Town's prior consent to any of Owner's affiliates taking ownership of the Facility upon (i) notice of such assignment delivered to Town, and (ii) if the form of the surety in favor of the Town consists of a bond, the submission to Town of an updated bond in the name of the Owner's affiliate to whom this Agreement is being assigned and which must provide the same protections to Town. Any assignment in violation of the foregoing shall be void. For the avoidance of doubt, any change in ownership of Owner shall not be deemed an assignment hereunder. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties and their respective agents, successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any third party any benefits, rights or remedies.

(d) **Governing Law; Venue; No Jury Trial; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. The Parties consent to exclusive venue and jurisdiction in

the state and federal courts located in New York. **TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE RELATED HERETO.** If any provision hereof is deemed by a court of competent jurisdiction to be unenforceable, in whole or in part, the scope of such provision shall be reduced to the extent necessary to make it enforceable or, if such reduction is not possible for any reason, such provision shall be severed from this Agreement entirely without effect upon the balance hereof.

(e) **Construction.** The headings of the Sections hereof and any listing of their contents are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof. The Parties acknowledge that this Agreement is the result of negotiations between the Parties, each Party had equal bargaining power, and no provision hereof shall be construed against a Party as a result of the preparation hereof. All references herein to Sections, subsections and other subdivisions refer to the corresponding Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular Section, subsection or other subdivision unless expressly so limited. The words “this Section” and “this subsection,” and words of similar import, refer only to the Section or subsection hereof in which such words occur. The word “including” (in its various forms) means “including without limitation.” Words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

(f) **Integration; Execution.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings and statements with respect thereto. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Facsimile or electronic signatures are valid and binding on the Parties.

[Signature page follows.]

The Parties have executed this Agreement to be effective as of the Effective Date.

TOWN:

OWNER:

TOWN OF STEPHENTOWN

MILK RUN SOLAR LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

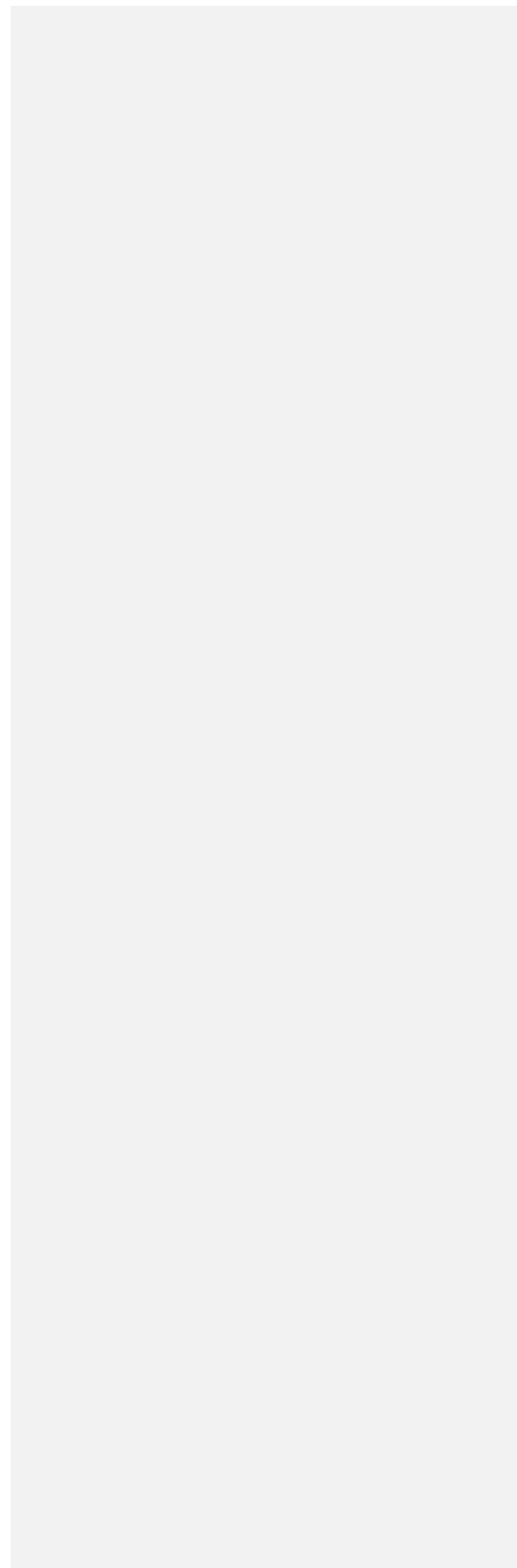


Exhibit A –
Milk Run Solar LLC - Decommissioning Plan

SITE DECOMMISSIONING BOND

ISSUED IN DUPLICATE
BOND NUMBER: [REDACTED]

KNOW ALL MEN BY THESE PRESENTS, that we, [REDACTED], LLC as Principal, and Great Midwest Insurance Company, a Texas corporation, authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of [REDACTED] as Obligee, in the maximum penal sum of [REDACTED] Dollars [REDACTED] lawful money of the United State of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Obligee and Principal have executed the Decommissioning Agreement date on May 1, 2024, for a Solar Energy Generation Project located at [REDACTED] in [REDACTED] NY which estimates are or may be attached hereto for reference.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, the Parties agree that the decommissioning process of the Project may commence (and the funds to pay for the cost of any such decommissioning from the Decommissioning Account may be used) for the following reasons: (a) Owner provides written notice to the Town of its intent to retire or decommission the project (the "Owner Decommissioning Notice"), (b) the Project ceases to be operational for more than twelve (12) consecutive months. The Town shall provide the Owner [REDACTED] days written notice (the "Town Decommissioning Notice") prior to the commencement of any decommissioning of the Project by the Town. In event the Owner fails to decommission the Project within two hundred seventy (270) days after providing Owner Decommissioning Notice or fails to respond with a reasonable explanation for the delay in construction or cessation of operation of the Project within [REDACTED] days of the Town Decommissioning Notice, the Town may commence the decommissioning of the Project.

The bond is subject, however, to the following express conditions:

FIRST: That in the event of a default on the part of the Principal, its successors or assigns, to comply with the Decommissioning Agreement, a written statement of such default with full details thereof shall be given to Surety promptly, and in any event, within thirty (30) days after the Obligee shall learn of such default, such notice to be delivered to Surety at its Home Office in Hartford, CT by registered mail to the following address: One Tower Square, Hartford, CT 06183.

SECOND: That no claim, suit, or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within (6) six months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or canceled by Surety by 30 days prior notice in writing to Principal and to Obligee (delivered to: Town of [REDACTED] Attn: Town Supervisor) such notice to be given by certified mail. It is understood that neither failure of the Principal to file a replacement bond nor refusal by the Surety to extend this bond shall constitute a loss recoverable by the Obligee under this bond.

FOURTH: That no right of action shall accrue under this Bond to or for the use of any person other than the Obligee, and its successors and assigns.

FIFTH: The aggregate liability of the Surety under this bond to any or all of the Obligees is limited to the penal sum of the bond and is not cumulative.

SIXTH: The Surety waives any right of notice of this bond taking effect and agrees that this bond will take effect upon delivery to the Obligee.

SEVENTH: Any Preliminary or Final Claim Notices and all supporting documentation, demands, or requests for payment made under this Bond shall be made in writing and sent by certified mail, return receipt requested to the named individual at the Surety Claim Office address specified below:

Travelers Casualty Insurance Company of America
One Tower Square
Hartford, CT 06183

Signed, sealed, and dated this 19th day of June, 2024

[REDACTED]

Great Midwest Insurance Company

[REDACTED]

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

[REDACTED]

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

BY _____
[REDACTED]

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came [REDACTED] to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

[REDACTED]

BY _____
[REDACTED]

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of June, 2024.



BY _____
[REDACTED]

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Installing Contractor's Overhead & Profit

Below are the average installing contractor's percentage markups applied to base labor rates to arrive at typical billing rates.

Column A: Labor rates are based on union wages averaged for 30 major U.S. cities. Base rates, including fringe benefits, are listed hourly and daily. These figures are the sum of the wage rate and employer-paid fringe benefits such as vacation pay, employer-paid health and welfare costs, and pension costs, plus appropriate training and industry advancement funds costs.

Column B: Workers' compensation rates are the national average of state rates established for each trade.

Column C: Column C lists average fixed overhead figures for all trades. Included are federal and state unemployment costs set at 8%; social security taxes (FICA) set at 7.65%; builder's risk insurance costs set at 0.80%; and public liability costs set at 2.02%. All percentages, except those for social security taxes, vary from state to state as well as from company to company.

Columns D and E: Percentages in Columns D and E are based on the presumption that the installing contractor has annual billing of \$4,000,000 and up. Overhead percentages may increase with smaller annual billing. The overhead percentages for any given contractor may vary greatly and depend on a number of factors such as the contractor's annual volume, engineering and logistical support costs, and staff requirements. The figures for overhead and profit will also vary depending on the type of job, the job location, and the prevailing economic conditions. All factors should be examined very carefully for each job.

Column F: Column F lists the total of Columns B, C, D, and E.

Column G: Column G is Column A (hourly base labor rate) multiplied by the percentage in Column F (O&P percentage).

Column H: Column H is the total of Column A (hourly base labor rate) plus Column G (Total O&P).

Column I: Column I is Column H multiplied by eight hours.

Abbr.	Trade	A		B Workers' Comp. Ins.	C Average Fixed Overhead	D Overhead	E Profit	F		G		H		I
		Base Rate Incl. Fringes						Total Overhead & Profit		Rate with O & P				
		Hourly	Daily					%	Amount	Hourly	Daily			
Skwk	Skilled Workers Average (35 trades)	\$ 63.50	\$508.00	8.1%	18.5%	13.0%	10%	49.6%	\$31.50	\$ 95.00	\$ 760.00			
	Helpers Average (5 trades)	46.80	374.40	11.0		11.0		50.5	23.60	70.40	563.20			
	Foreman Average, Inside (\$.50 over trade)	64.00	512.00	8.1		13.0		49.6	31.75	95.75	766.00			
	Foreman Average, Outside (\$2.00 over trade)	65.50	524.00	8.1		13.0		49.6	32.50	98.00	784.00			
Clab	Common Building Laborers	49.00	392.00	8.6		11.0		48.1	23.55	72.55	580.40			
Asbe	Asbestos/Insulation Workers/Pipe Coverers	67.10	536.80	7.9		16.0		52.4	35.15	102.25	818.00			
Boil	Boilermakers	74.00	592.00	4.4		16.0		48.9	36.20	110.20	881.60			
Bric	Bricklayers	59.65	477.20	9.9		11.0		49.4	29.45	89.10	712.80			
Brhe	Bricklayer Helpers	48.50	388.00	9.9		11.0		49.4	23.95	72.45	579.60			
Carp	Carpenters	60.55	484.40	8.6		11.0		48.1	29.10	89.65	717.20			
Cefi	Cement Finishers	56.80	454.40	6.3		11.0		45.8	26.00	82.80	662.40			
Elec	Electricians	71.70	573.60	3.8		16.0		48.3	34.60	106.30	850.40			
Elev	Elevator Constructors	100.00	800.00	3.2		16.0		47.7	47.70	147.70	1181.60			
Eqhv	Equipment Operators, Crane or Shovel	68.60	548.80	5.8		14.0		48.3	33.15	101.75	814.00			
Eqmd	Equipment Operators, Medium Equipment	65.00	520.00	5.8		14.0		48.3	31.40	96.40	771.20			
Eqit	Equipment Operators, Light Equipment	62.00	496.00	5.8		14.0		48.3	29.95	91.95	735.60			
Eqol	Equipment Operators, Oilers	58.40	467.20	5.8		14.0		48.3	28.20	86.60	692.80			
Eqmm	Equipment Operators, Master Mechanics	68.75	550.00	5.8		14.0		48.3	33.20	101.95	815.60			
Glaz	Glaziers	58.20	465.60	8.2		11.0		47.7	27.75	85.95	687.60			
Lath	Lathers	60.75	486.00	5.9		11.0		45.4	27.60	88.35	706.80			
Marb	Marble Setters	58.85	470.80	9.9		11.0		49.4	29.05	87.90	703.20			
Mill	Millwrights	64.95	519.60	4.8		11.0		44.3	28.80	93.75	750.00			
Mstz	Mosaic & Terrazzo Workers	57.30	458.40	6.1		11.0		45.6	26.10	83.40	667.20			
Pord	Painters, Ordinary	51.70	413.60	8.1		11.0		47.6	24.60	76.30	610.40			
Psst	Painters, Structural Steel	53.00	424.00	17.9		11.0		57.4	30.40	83.40	667.20			
Pape	Paper Hangers	52.15	417.20	8.1		11.0		47.6	24.80	76.95	615.60			
Pile	Pile Drivers	62.75	502.00	9.0		16.0		53.5	33.55	96.30	770.40			
Plas	Plasterers	55.20	441.60	8.6		11.0		48.1	26.55	81.75	654.00			
Plah	Plasterer Helpers	49.40	395.20	8.6		11.0		48.1	23.75	73.15	585.20			
Plum	Plumbers	74.65	597.20	4.3		16.0		48.8	36.40	111.05	888.40			
Rodm	Rodmen (Reinforcing)	67.05	536.40	6.6		14.0		49.1	32.95	100.00	800.00			
Rofc	Roofers, Composition	53.70	429.60	21.6		11.0		61.1	32.85	86.55	692.40			
Rots	Roofers, Tile & Slate	53.70	429.60	21.6		11.0		61.1	32.85	86.55	692.40			
Rohe	Roofers, Helpers (Composition)	41.00	328.00	21.6		11.0		61.1	25.05	66.05	528.40			
Shee	Sheet Metal Workers	72.25	578.00	6.0		16.0		50.5	36.45	108.70	869.60			
Spri	Sprinkler Installers	74.65	597.20	4.3		16.0		48.8	36.45	111.10	888.80			
Stpi	Steamfitters or Pipefitters	75.55	604.40	4.3		16.0		48.8	36.85	112.40	899.20			
Ston	Stone Masons	60.45	483.60	9.9		11.0		49.4	29.85	90.30	722.40			
Sswk	Structural Steel Workers	67.05	536.40	10.8		14.0		53.3	35.75	102.80	822.40			
Tilf	Tile Layers	57.20	457.60	6.1		11.0		45.6	26.05	83.25	666.00			
Tilh	Tile Layers Helpers	46.10	368.80	6.1		11.0		45.6	21.00	67.10	536.80			
Trlt	Truck Drivers, Light	55.15	441.20	9.2		11.0		48.7	26.85	82.00	656.00			
Trhv	Truck Drivers, Heavy	57.25	458.00	9.2		11.0		48.7	27.85	85.10	680.80			
Sswl	Welders, Structural Steel	67.05	536.40	10.8		14.0		53.3	35.75	102.80	822.40			
Wrck	*Wrecking	49.00	392.00	11.0		11.0		50.5	24.75	73.75	590.00			

*Not included in averages

Building Construction Costs with RSMMeans Data

Audit Date: 02/17/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 2

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>33</u>	Card Services	\$1,645.11			N			
			A1220.4	\$33.79			6502	
	Memo: Supervisor - W2 envelopes							
			A1330.4	\$77.76			6502	
	Memo: Microsoft Office for Tax Collector's new computer							
			A1355.4	\$145.09			6502	
	Memo: Assessor - Email renewal and paper							
			A1620.4	\$197.94			6502	
	Memo: Town Hall - Ice Melt for sidewalks							
			A1410.4	\$627.18			6502	
	Memo: Town Clerk - Annual Remote Services, Email renewal, Postage, postit notes, & highlighters							
			A3620.4	\$38.99			6502	
	Memo: Code Enforcement - ink							
			A5132.4	\$80.84			6502	
	Memo: Garage - toilet paper & lights							
			A8010.4	\$95.88			6502	
	Memo: ZBA - Email renewal							
			A8020.4	\$95.88			6502	
	Memo: Planning Board - Email renewal							
			A6410.4	\$251.76			6502	
	Memo: Website Domain Renewal & tech support email renewal							
				Total:				\$1,645.11

Audit Date: 02/17/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 2

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>34</u>	Consolidated Communications	\$657.89			N			
	Memo: Garage		A5132.4	\$112.30				
	Memo: Transfer Station		A8160.4	\$38.59				
	Memo: Court		A1110.4	\$88.36				
	Memo: Council		A1010.4	\$59.81				
	Memo: Supervisor		A1220.4	\$59.81				
	Memo: Tax Collector		A1330.4	\$59.81				
	Memo: Assessor		A1355.4	\$59.81				
	Memo: Town Clerk		A1410.4	\$59.81				
	Memo: Code Enforcement		A3620.4	\$59.81				
	Memo: Town Hall		A1620.4	\$59.78				
				Total:				\$657.89
<u>35</u>	Cyril Grant (51)	\$324.88			N			
	Memo: 2024 Mileage (July to December)		A1110.4	\$324.88				
				Total:				\$324.88
<u>36</u>	De Lage Landen Financial Services, INC.	\$100.00			N			
	Memo: Copier Lease Payment (56)		A1620.4	\$100.00			50613014-	
				Total:				\$100.00
<u>37</u>	Eastwick Press LLC [579]	\$142.66			N			
	Memo: 2025 Tax Collection Notice		A6410.4	\$142.66			7442	
				Total:				\$142.66

Audit Date: 02/17/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 2

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>38</u>	Eileen Roder	\$224.00			N			
			A1330.4	\$224.00				
			Memo: Mileage for Tax Collection deposits (8 trips in January)					
			Total:	\$224.00				
<u>39</u>	Jennifer Vandeusen	\$24.40			N			
			A1355.4	\$24.40				
			Memo: Assessor - candy for customers					
			Total:	\$24.40				
<u>40</u>	Kathleen A. Olson	\$360.00			N			
			A1620.4	\$360.00				
			Memo: Hall & Office Cleaning services for January					
			Total:	\$360.00				
<u>41</u>	Legenbauer Gas And Oil Co.	\$927.79			N			
			A1620.4	\$927.79			834036	
			Memo: 481.7 gals of LP gas & Service Call for Town Hall boiler (invoices: 834036, 53861, 746552)					
			Total:	\$927.79				
<u>42</u>	Legenbauer Gas And Oil Co.	\$2,061.89			N			
			A5132.4	\$2,061.89			780890	
			Memo: 608.3 gals of Kerosene and Service call for Garage (invoices: 780890, 746241, 53784)					
			Total:	\$2,061.89				
<u>43</u>	Mary Grant	\$438.00			N			
			A1330.4	\$438.00				
			Memo: 6 Rolls of Stamps					
			Total:	\$438.00				
<u>44</u>	Metz Wood Harder Inc.	\$188.15			N			
			A1910.4	\$188.15			1655	
			Memo: Insurance Endorsement to add 29 Grange Hall Road					
			Total:	\$188.15				
<u>45</u>	Owen Cassavaugh(475)	\$63.00			N			
			A3620.4	\$63.00				
			Memo: Mileage for January					
			Total:	\$63.00				

Audit Date: 02/17/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 2

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
<u>46</u>	Safeguard Business Systems	\$151.78			N			
			A1410.4	\$151.78			9006848042	
	Memo: Security Paper for Ceritifed Copies							
				Total:	\$151.78			
<u>47</u>	Stephanie Hoffman	\$168.00			N			
			A1410.4	\$168.00				
	Memo: Mileage (6 bank trips)							
				Total:	\$168.00			
<u>48</u>	Tammy Madden	\$43.40			N			
			A1010.4	\$43.40				
	Memo: Mileage to ECRSWMA Meeting							
				Total:	\$43.40			
<u>49</u>	Teamster Local 294 Health & Welfare Fund	\$781.00			N			
			A9060.8	\$781.00			APRIL	
	Memo: April Health Premiums for Highway Superintendent							
				Total:	\$781.00			
<u>50</u>	Verizon Wireless	\$62.94			N			
			A1220.4	\$31.47			6104327792	
	Memo: Supervisor mobile phone services							
			A3510.4	\$31.47			6104327792	
	Memo: Dog Control mobile phone services							
				Total:	\$62.94			
<u>51</u>	NYSEG(75)	\$1,491.01			N			
			A8160.4	\$20.60				
	Memo: Transfer Station							
			A5132.4	\$653.25				
	Memo: Garage (2 months)							
			A1620.4	\$817.16				
	Memo: Town Hall (2 months)							
				Total:	\$1,491.01			

Stephanie Wagar

Audit Date: 02/17/2025 **Fund:** General Fund **Year:** 2025 **Abstract:** 2

<u>Vchr #</u>	<u>Vendor</u>	<u>Vchr Amount</u>	<u>Acct. #</u>	<u>Amount</u>	<u>PD</u>	<u>Check #</u>	<u>Invoice #</u>	<u>Check Amount</u>
TOTALS:		\$9,855.90		\$9,855.90				\$0.00

Abstract Certification:

To the Supervisor:

I certify that the vouchers listed above were audited by the Town Board on the above date and allowed in the amount shown. You are hereby authorized and directed to pay each of the claimants.

Town Clerk: Stephanie M. Hoffman Date

Philip J. Roder, Town Supervisor

Diana Clark, Town Council

Tammy Madden, Town Council

Kyle Kidney, Town Council

John E. DeFreest Jr., Town Council

4:40:40 PM

Town of Stephentown

Stephanie Wagar

Audit Date: 02/17/2025 Fund: Highway Fund Year: 2025 Abstract: 2

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>19</u>	Alden Goodermote	\$97.20			N			
			DA5142.4	\$97.20				
	Memo: Centering Flanged nuts							
			Total:	\$97.20				
<u>20</u>	American Rock Salt	\$4,030.29			N			
			DA5142.4	\$4,030.29			0780313	
	Memo: 68.31 tons of Rock Salt							
			Total:	\$4,030.29				
<u>21</u>	American Rock Salt	\$3,966.28			N			
			DA5142.4	\$3,966.28				
	Memo: 67.1 tons of Rock Salt (invoices: 0788292 & 0787912)							
			Total:	\$3,966.28				
<u>22</u>	AT Hoosick LLC	\$4,456.43			N			
			DA5142.4	\$4,456.43				
	Memo: January services on trucks							
			Total:	\$4,456.43				
<u>23</u>	Averill Park Auto (539)	\$1,538.50			N			
			DA5142.4	\$1,538.50				
	Memo: January invoices for Parts and Supplies (Washer fluid, DEF, fuel filters, fuel pump, screw gun)							
			Total:	\$1,538.50				
<u>24</u>	Capitol Supply (293)	\$162.26			N			
			DA5142.4	\$162.26			21942	
	Memo: First Aid Kit							
			Total:	\$162.26				
<u>25</u>	Chemung Supply (18)	\$2,984.70			N			
			DA5142.4	\$2,984.70			34444	
	Memo: 2 cutting edges for plows							
			Total:	\$2,984.70				
<u>26</u>	Cintas Corp. #617	\$389.52			N			
			DA5142.4	\$389.52				
	Memo: Uniform services for January							
			Total:	\$389.52				

4:40:40 PM

Town of Stephentown

Stephanie Wagar

Audit Date: 02/17/2025 Fund: Highway Fund Year: 2025 Abstract: 2

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>27</u>	Countywide Snowplows [690]	\$606.36			N			
			DA5142.4	\$606.36			1930	
	Memo: F350 Pickup - Plow Repair							
			Total:	\$606.36				
<u>28</u>	Douglas Griswold	\$113.50			N			
			DA9060.8	\$113.50				
	Memo: Supplemental Reimbursement							
			Total:	\$113.50				
<u>29</u>	Douglas Industrial Co.	\$304.99			N			
			DA5142.4	\$304.99			59664	
	Memo: Stock items							
			Total:	\$304.99				
<u>30</u>	Legenbauer Gas And Oil Co.	\$7,550.50			N			
			DA5142.4	\$7,550.50				
	Memo: 2375 gals of On-Road Diesel (invoices: 780949, 746074 & 773177)							
			Total:	\$7,550.50				
<u>31</u>	Marchese Ford[644]	\$104.20			N			
			DA5142.4	\$104.20			39083	
	Memo: Oil and Filter for the F350							
			Total:	\$104.20				
<u>32</u>	Teamster Local 294 Health & Welfare Fund	\$4,688.00			N			
			DA9060.8	\$4,688.00			APRIL	
	Memo: April health preimums for 3 Highway Employees							
			Total:	\$4,688.00				
<u>33</u>	Troy Sand & Gravel(443)	\$4,587.33			N			
			DA5142.4	\$4,587.33				
	Memo: 184.03 tons of Ledger Stone & 48.97 tons of Crusher Run (invoices: INVTSG456 & INVTSG549)							
			Total:	\$4,587.33				
<u>34</u>	Wholesale Distrib.(523)	\$675.00			N			
			DA5142.4	\$675.00			21063	
	Memo: Tow Chain and Heavy Truck chain fasteners							
			Total:	\$675.00				

Stephanie Wagar

Audit Date: 02/17/2025 Fund: Highway Fund Year: 2025 Abstract: 2

Vchr #	Vendor	Vchr Amount	Acct. #	Amount	PD	Check #	Invoice #	Check Amount
<u>35</u>	Zwack, Inc.(107)	\$190.22			N			
			DA5142.4	\$190.22			63551	
	Memo: Moldboard attach pin - Truck #12							
			Total:	\$190.22				
<u>36</u>	Zwack, Inc.(107)	\$90.00			N			
			DA5142.4	\$90.00			63562	
	Memo: Diamond plate for F350 plow							
			Total:	\$90.00				
<u>37</u>	FleetPride	\$262.60			N			
			DA5142.4	\$262.60			123498803	
	Memo: 20 Centering flanged nuts							
			Total:	\$262.60				
TOTALS:		\$36,797.88		\$36,797.88				\$0.00

Abstract Certification:

To the Supervisor:

I certify that the vouchers listed above were audited by the Town Board on the above date and allowed in the amount shown. You are hereby authorized and directed to pay each of the claimants.

Town Clerk: Stephanie M. Hoffman

Date

Philip J. Roder, Town Supervisor

Diana Clark, Town Council

Tammy Madden, Town Council

Kyle Kidney, Town Council

John E. DeFreest Jr., Town Council

4:39:23 PM

Town of Stephentown

Stephanie Wagar

Report of Vouchers By: Year: 2025 Abstract: 2

Voucher #	Fund	Amount	Amt. Unpaid	Vendor
33	General Fund	\$1,645.11	\$1,645.11	Card Services
34	General Fund	\$657.89	\$657.89	Consolidated Communications
35	General Fund	\$324.88	\$324.88	Cyril Grant (51)
36	General Fund	\$100.00	\$100.00	De Lage Landen Financial Services, INC.
37	General Fund	\$142.66	\$142.66	Eastwick Press LLC [579]
38	General Fund	\$224.00	\$224.00	Eileen Roder
39	General Fund	\$24.40	\$24.40	Jennifer Vandeusen
40	General Fund	\$360.00	\$360.00	Kathleen A. Olson
41	General Fund	\$927.79	\$927.79	Legenbauer Gas And Oil Co.
42	General Fund	\$2,061.89	\$2,061.89	Legenbauer Gas And Oil Co.
43	General Fund	\$438.00	\$438.00	Mary Grant
44	General Fund	\$188.15	\$188.15	Metz Wood Harder Inc.
45	General Fund	\$63.00	\$63.00	Owen Cassavaugh(475)
46	General Fund	\$151.78	\$151.78	Safeguard Business Systems
47	General Fund	\$168.00	\$168.00	Stephanie Hoffman
48	General Fund	\$43.40	\$43.40	Tammy Madden
49	General Fund	\$781.00	\$781.00	Teamster Local 294 Health & Welfare Fund
50	General Fund	\$62.94	\$62.94	Verizon Wireless
51	General Fund	\$1,491.01	\$1,491.01	NYSEG(75)
19	Highway Fund	\$97.20	\$97.20	Alden Goodermote
20	Highway Fund	\$4,030.29	\$4,030.29	American Rock Salt
21	Highway Fund	\$3,966.28	\$3,966.28	American Rock Salt
22	Highway Fund	\$4,456.43	\$4,456.43	AT Hoosick LLC
23	Highway Fund	\$1,538.50	\$1,538.50	Averill Park Auto (539)
24	Highway Fund	\$162.26	\$162.26	Capitol Supply (293)
25	Highway Fund	\$2,984.70	\$2,984.70	Chemung Supply (18)
26	Highway Fund	\$389.52	\$389.52	Cintas Corp. #617
27	Highway Fund	\$606.36	\$606.36	Countywide Snowplows [690]
28	Highway Fund	\$113.50	\$113.50	Douglas Griswold
29	Highway Fund	\$304.99	\$304.99	Douglas Industrial Co.
30	Highway Fund	\$7,550.50	\$7,550.50	Legenbauer Gas And Oil Co.
31	Highway Fund	\$104.20	\$104.20	Marchese Ford[644]
32	Highway Fund	\$4,688.00	\$4,688.00	Teamster Local 294 Health & Welfare Fund
33	Highway Fund	\$4,587.33	\$4,587.33	Troy Sand & Gravel(443)
34	Highway Fund	\$675.00	\$675.00	Wholesale Distrib.(523)
35	Highway Fund	\$190.22	\$190.22	Zwack, Inc.(107)
36	Highway Fund	\$90.00	\$90.00	Zwack, Inc.(107)
37	Highway Fund	\$262.60	\$262.60	FleetPride
Totals:		\$46,653.78	\$46,653.78	

REGULAR MEETING OF THE TOWN BOARD

**TOWN OF STEPHENTOWN
26 GRANGE HALL ROAD,
STEPHENTOWN, NEW YORK 12168
JANUARY 20, 2025**

The Regular meeting of the Town Board, Town of Stephentown was called to order by **Supervisor P. Roder** at **7:10 PM** at the Town Hall.

MEMBERS PRESENT:

(X) Supervisor Philip (PJ) Roder

(X) Council Diana Clark

(X) Council Kyle Kidney

(X) Council John E. DeFreest Jr.

(X) Council Tammy Madden

(X) Town Clerk Stephanie Hoffman

(X) Alden Goodermote, Highway Superintendent

(X) Jennifer Van Deusen, Assessor

(X) Legal Counsel – Craig Crist

A quorum (X) was () wasn't established.

4 from the Public were present

AUDIT OF CLAIMS:

- Claim #1-25 through #32-25 in the amount of **\$50,370.76 to be approved** from the **General Account**
- Claim #1-25 through #18-25 in the amount of **\$35,790.64 to be approved** from the **Highway Account**
- For a **Total of \$86,161.40** audited and approved by the Town Board.

MOTION BY: CLARK

SECONDED BY: DEFREEST, JR.

VOTES OF: 5 AYE

0 NAY

Minutes of the **November 18, 2024 Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: KIDNEY

SECONDED BY: MADDEN

VOTES OF: 5 AYE

0 NAY

Minutes of the **December 16, 2024 Regular Town Board Meeting** were approved by the Town Board as written.

MOTION BY: DEFREEST, JR.

SECONDED BY: MADDEN

VOTES OF: 5 AYE

0 NAY

Minutes of the **January 6, 2025 – 2025 Town Organizational Meeting** were approved by the Town Board as written.

MOTION BY: DEFREEST, JR.

SECONDED BY: CLARK

VOTES OF: 5 AYE

0 NAY

TOWN CLERKS REPORT: The Town Clerk turned over the sum of **\$690.45** to the Supervisor for the month of **DECEMBER 2024**.

JUSTICE COURT REPORT: The distribution from the office of the State Comptroller, Justice Court Fund to the Town of Stephentown for the month of **November 2024** was \$_____.**00**.

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$8790.00** for the month of **NOVEMBER 2024**.

Bags: **\$5770**

C&D & Metal: **\$2193**

Tires: **\$72**

Stickers: **\$610**

Propane Tanks: **\$0**

Appliances: **\$145**

TRANSFER STATION REPORT: The Transfer Station deposited a total of **\$5745.00** for the month of **DECEMBER 2024.**

Bags: **\$4844**

C&D & Metal: **\$731**

Tires: **\$0**

Stickers: **\$160**

Propane Tanks: **\$0**

Appliances: **\$110**

ACCOUNT TOTALS:

GENERAL \$1,046,622.92

HIGHWAY \$752,934.59

GENERAL RESERVE FUND \$912,730.94

HIGHWAY RESERVE FUND \$744,652.70

BEACON ESCROW \$ 885.19

BEACON ESCROW FOR PLANT (BOND) \$5,000 & \$70,000.

MEETING OPEN TO PUBLIC COMMENT:

Reminders to All Participants who would like to speak: (this meeting is on Live Stream and is being recorded)

- *Raise your hand prior to speaking*
- *Announce your name and the Town you reside in.*
- *There is a 3-to-5-minute window for each speaker per Resolution 1 of the fiscal year*
- *Any disruptive conduct will be addressed at any meeting if the Town Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible. The Chair (Town Supervisor) may recess the meeting or order the person, group or groups of persons willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its business.*

J. Peabody reported out on the Fire Departments Annual Calls for 2024

Provided an update to the 911 sign project – currently have only had 77 residents respond, looking to get the word out there. A postcard will also be sent to those that did respond to gather more required information. More free CPR classes will be hosted at the Library. Library Board Meetings changed to the 4th Thursday. Annual Meeting will be held in April on the 17th at 6:30pm.

Fire Department Report for	YEAR 2024
December 2024 Total:	33 Calls
YTD:	355

K. Roppolo reported out on the Library events – hosting another Teen Night on the 24th, Black Light Paint and Trivia. The Baby Café is running and looking for any new mother’s that are interested. Saturday, February 1st is “National Take Your Child to the Library” we will be hosting an Elephant and Piggy Party. February 5th people will be gathering at the Capital to Advocate in supporting Public Libraries. Scott Bendett earmarked funds to support libraries. Supervisor Roder asked how the Town could help support the Library and will send a letter of support.

Supervisor Roder reported that some amendments to prior adopted resolutions need to be made.

RESOLUTION #23-25

TOWN APPOINTMENTS FOR VACANT POSITIONS

WHEREAS: certain appointments by the Town Board are necessary to conduct the town business for 2025, now therefore be it

RESOLVED: that the following one (1) year appointments be made, expiring Dec.31, 2025;

Transfer Station Part-Time Attendant:

1. Daniel Sutherland

Transfer Station Substitute:

2. Gene Mikit

And a Planning Board Member (5-year Term to expire Dec. 31st, 2029): Alexander Haley and further be it,

RESOLVED: that the Town Board authorizes the Town Clerk to advertise for all other vacant positions. Letters of interest and resumes are due to the Town Clerk’s Office no later than 11:00AM on Friday, February 14, 2025.

MOTION BY: DEFREEST, Jr.

SECONDED BY: KIDNEY

VOTES OF: 5 AYE 0 NAY

RESOLUTION #24-25

AMENDING RESOLUTION 6 of 2025 – ENTITLED “HIGHWAY/TRANSFER STATION”

WHEREAS: it is the responsibility of the Town Board to establish certain policy and pay rate for the Highway Department employees and Transfer Station Appointees, now therefore be it

RESOLVED: that the **Highway** Employees are per **Union Contract**, and further be it

RESOLVED: that the Highway Department has three (3) non-elected employees, MEOH/MEOL – per union contract. At the request of the Highway Superintendent, an additional MEOH/MEOL position may be added with Town Board approval, and further be it

RESOLVED: that the Transfer Station Supervisor receive one week vacation after one year of service, for a 20-hour work week and further be it

RESOLVED: that there will be no carry over or compensation for vacation time, and further be it

RESOLVED: that the Transfer Station Supervisor and Senior Attendant with six (6) or more months of service shall be of service shall be entitled to a total of **4** paid holidays in 2025 which includes:

- New Year’s Day - Wednesday, January 1st, 2025;
- Independence Day - Friday, July 4th, 2025;
- Christmas Eve - Wednesday, December 24th, 2025;
- New Year’s Eve - Wednesday, December 31st, 2025

MOTION BY: RODER

SECONDED BY: KIDNEY

VOTES OF: 5 AYE 0 NAY

RESOLUTION #25 of 2025

NEGATIVE DECLARATION OF THE TOWN OF STEPHENTOWN UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT—29 GRANGE HALL ROAD

Motion to waive the reading of the entirety of this resolution made by Council T. Madden and Seconded by Council K. Kidney. Votes: 5 AYE 0 NAY

WHEREAS, the Town Board is desires to purchase of the property known as 29 Grange Hall Road and use same for the municipal purposes of use by the Town Highway Department and for additional parking for Town Hall;

WHEREAS, the State Environmental Quality Review Act (“SEQRA”) and the regulations thereunder require the Board to undertake a review of the potential environmental impacts, if any, associated with the said proposed action; and

WHEREAS, this Project is an unlisted action within the meaning of SEQRA; and

WHEREAS, Part 1 of a Short Environmental Assessment Form has been prepared and reviewed in connection with the proposed Project; and

WHEREAS, Part 1 of the Short Environmental Assessment Form was transmitted to, if any, all involved agencies, together with notification of the Board’s desire to act as lead agency with respect to the environmental review of the proposed Project; and

WHEREAS, any/all involved agencies have either consented to Board acting as lead agency with respect to the environmental review of the proposed Project, or have failed to raise any objection thereto within thirty (30) calendar days; and

WHEREAS, 6 NYCRR Section 617.7 requires a lead agency to issue a written determination of significance with respect to any proposed unlisted action; and

WHEREAS, after carefully considering the nature and scope of the proposed Project, as set forth here and in the Short Environmental Assessment Form prepared with respect to such action, and resolved to issue a Negative Declaration and makes the following determinations which shall constitute the written elaboration and formal Negative Declaration for the aforementioned proposed action:

1. The proposed action, as noted above, seeks to purchase of the property known as 29 Grange Hall Road and use same for the municipal purposes of use by the Town Highway Department and for additional parking for Town Hall. It is the intention of the Board to sell at some later date the exiting structure on the property to allow it to be moved to another property and re-used.
2. The proposed action is classified under SEQRA as an unlisted action.
3. Upon consideration of the action, review of the Short Environmental Assessment Form, the criteria contained in 6 NYCRR § 617.7(c), including with the help of a professional engineer and personnel from the Planning and Building Department and all other supporting information, the Board identifies the following relevant areas of environmental concern, as set forth hereafter, and analyzes whether the proposed action may have a significant adverse impact on the environment and hereby concludes that it will not.
4. The proposed action will not create a material conflict with an adopted land use plan or zoning regulations. It is noted that the subject action is in a zone that permits such use.
5. The proposed action will create no or a small impact in the form of whether it will result in a change in the use or intensity of use of land. It is noted that the subject property is next to the Town Highway Garage, adjacent on the other side to the property upon which the Fire Department's Hall is located and across the street from the Town Hall.
6. The proposed action will not impair the character or quality of the existing community. Again, this use is ideally located. It fits with surrounding uses as noted above. It will not adversely impact this portion of the Town or the Town as a whole.
7. The proposed action is not in a Critical Environmental Area.
8. The proposed action is projected to have no or small impact, much less no adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway.
9. It is not projected to result in an increase in the use of energy at this time or if there is an increase, it is expected to not be a material increase in usage.
10. There will be no impact to the existing well and septic system on the property.
11. The proposed action will not impair the character or quality of important historic, archaeological, architectural or aesthetic resources.

12. The proposed project does not involve, and therefore will not result in, any substantial adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna).

13. The proposed action will not result in an increase in the potential for erosion, flooding or drainage problems.

14. The proposed action will not create a hazard to environmental resources or human health. This matter has been carefully studied by this Board and it will meet all requirements.

15. The proposed project does not involve, and therefore will not result in, the removal or destruction of large quantities of vegetation or fauna, a substantial interference with the movement of any resident or migratory fish or wildlife species, impacts on any significant habitat area, substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat thereof, or other significant adverse impacts to nature resources.

16. The proposed project will not create a material conflict with the community's current plans or goals as officially approved or adopted.

17. The proposed project will not result in the impairment of the character or quality of any important historical, archeological, or aesthetic resources, or of existing community or

neighborhood character. The proposed project is not within a scenic vista nor does it contain a designated scenic resource and, thus, will not impact any such resource.

18. The proposed project will not result in any major, adverse, change in the use of either the quantity or type of energy.

19. The proposed project will not result in the creation of a hazard to human health.

20. The proposed project does not involve, and therefore will not result in, a substantial change in the use, or intensity of use, of land including agricultural, open space, or recreational resources, or in its capacity to support such uses.

21. The proposed action will not result in the encouragement or attraction of a large number of people to the site as compared to the number of people that would come absent the action.

22. The proposed action will not result in a material demand for other actions, will not result in changes to two or more elements of the environment which together would result in a substantial adverse impact, and will not cumulatively result in a substantial adverse impact when considered with any related actions.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby declares/re-declares itself lead agency with respect to the environmental review of the proposed Project; and it is further

RESOLVED, that the Board finds and concludes that the proposed action is an unlisted action within the meaning of 6 NYCRR 617.2(al); and it is further

RESOLVED, that upon consideration of the foregoing, the Board finds and concludes that the proposed action will not result in any significant adverse impacts to the environment; and it is further

RESOLVED, that the Board hereby resolves to issue a Negative Declaration with respect to the proposed action.

RESOLUTION #26 of 2025

Motion to adopt resolution #25 of 2025 NEGATIVE DECLARATION OF THE TOWN OF STEPHENTOWN UNDER THE STATE ENVIRONMENTAL QUALITY REVIEW ACT—29 GRANGE HALL ROAD made by Council T. Madden and Seconded by Council J. DeFreest, Jr.

Votes: 5 AYE 0 NAY

RESOLUTION #27 of 2025

DUE DILIGENCE FOR THE PURCHASE OF 29 GRANGE HALL ROAD, STEPHENTOWN, NY

WHEREAS, the Town Board has conducted due diligence and desires to purchase 29 Grange Hall Road for the purpose of utilizing the property for the municipal purposes of use by the Town Highway Department and additional parking for Town Hall;

WHEREAS, as noted in the prior resolution on this matter, the Town Board has conducted due diligence and desires to purchase the property plus pay all necessary closing costs, including, but not limited to the costs of title insurance and survey;

NOW THEREFORE BE IT RESOLVED THAT the contract for the purchase price of \$252,000, dated November 21, 2024, with the expenditure for a survey and all necessary closing costs is hereby ratified, confirmed and further authorized with full force and effect, with all of same to be paid from surplus funds.

MOTION BY: CLARK

SECONDED BY: MADDEN

VOTES OF: 5 AYE 0 NAY

T. Dormady asked what the purchase of the property does for the tax payers and if it would have an impact on the tax roll.

J. VanDeusen, Assessor explains that it would have some effect, however we have 4 or 5 new construction homes will be added this year which will help.

MOTION TO ADJOURN AT 7:50 PM

MOTION BY: DEFREEST, JR.

SECONDED BY: CLARK

VOTES OF: 5 AYE 0 NAY

****The next Regular Meeting of the Town Board, Town of Stephentown will be held on Monday, February 17, 2025 at 7:00 PM at the Town Hall located at 26 Grange Hall Road, Stephentown, NY 12168.**

Stephanie M. Hoffman

Town Clerk