

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

**NOVEMBER 13, 2022
AGENDA**

Please turn off all cell phones and electronic devices.

Pledge of Allegiance

Approval of Minutes

- October 16, 2023 Town Board Special Meeting
- October 23, 2023 Public Hearing on the 2023 Preliminary Budget
- October 23, 2023 Town Board Work Meeting

Public Comment Period

New Business

- Resolution to Adopt the 2024 Budget
- Resolution to Accept Proposal for Senior Luncheon
- Resolution to Place Advertisement for Members of the Planning Board and Zoning Board of Appeals
- Resolution Appointing Highway Department Employees
- Resolution to Approve Refund of Cecil C. Hallock Park Reservation
- Resolution to Transfer Parks Reserve Funds to General Parks Fund for Purchase and Installation of Playground Equipment for Wyche Park
- Resolution to Reimburse AgFest Committee for Tent Rentals for AgFest
- Resolution Adopting the 2023 Greene County Hazard Mitigation and Resilience Plan
- Resolution to Approve "Road Use and Crossing Agreement with Champlain Hudson Power Express
- Resolution to Approve the Installation of a New LED Cobra 13000 Streetlight on Pole #128337 on Rt. 144 in Lighting District #1
- Motion to Approve Use of Half of the Bulletin Board at Cornell Park for Historic Photos to be Updated by the Town Historian
- Motion to Allow the New Baltimore Fire District to Drill Behind the Highway Garage on November 20, 27, December 4 and 11 Pending Weather
- Audit of Claims

Upcoming Meetings

- November 27, 2023 Town Board Work Meeting at 7 PM
- December 5, 2023 Zoning Board of Appeals at 7:30 PM (If Needed)
- December 7, 2023 Planning Board Meeting at 7 PM
- December 11, 2023 Town Board Regular Meeting at 7 PM
- December 25, 2023 Merry Christmas
- December 27, 2022 Town Board Work Meeting at 7 PM

Public Comment Period/Community Events

Adjournment

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

GUIDELINES FOR PUBLIC CONDUCT DURING TOWN BOARD MEETINGS

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

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

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OPENING OF WORK MEETING

Supervisor Ruso opened the meeting at 7:00 PM. Also attending Councilmembers Boehlke, Downes, Irving, and VanEtten; Deputy Supervisor Dellisanti; George McHugh, Esq.; County Legislator Linger; and Town Clerk Finke. Absent: Highway Superintendent VanWormer; and members of the public who signed the attendance book

ADOPTION OF MINUTES

The October 16, 2023 Town Board Special Meeting submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmember VanEtten. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:22

ABSTAIN:

ABSENT:

Motion Carried

ADOPTION OF MINUTES

The October 23, 2023 Town Board Public Hearing on the 2024 Budget submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmember Downes. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

ADOPTION OF MINUTES

The October 23, 2023 Town Board Work Meeting submitted by Town Clerk Finke, Moved by Supervisor Ruso and was seconded by Councilmember Boehlke. The adoption of the foregoing Motion was duly put to a vote and the vote was as follows:

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

Public Comment Period

Eilleen Vosburgh: The first one the budget now there was a discussion about the Road Maintenance Contractual Expense, that it was reduced by \$70,000. Did you have a meeting to discuss that figure?

Supervisor Ruso: I've not had a meeting, no.

Eilleen Vosburgh: So it stays to \$70,000?

Supervisor Ruso: Yeah, it's in this.

Eilleen Vosburgh: And what's the reasoning?

Supervisor Ruso: Because that's what we decided the budget was. Okay, this is a Comment Period once again, please make a comment.

Eilleen Vosburgh: Okay, my comment is that Alan had said that he did not believe that that was the correct amount.

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Supervisor Ruso: Okay, thank you.

Eileen Vosburgh: Okay, the other issue I have a question about the CHPE, the Champlain Express electric transmission cables crossing. Now were any of the residents notified that live in the affected areas?

Supervisor Ruso: Yes, everybody.

Eileen Vosburgh: They were notified and was this agreement on the website?

Supervisor Ruso: No.

Eileen Vosburgh: Okay, the other question I had was there's gonna be a transfer of funds to the General parks for Wyche Park. So was it \$46,395 was the equipment cost and how much was the grant for?

Deputy Supervisor Dellisanti: \$50,000.

Eileen Vosburgh: \$50,000 so we just get to keep that change?

Supervisor Ruso: No, actually we'll have to find other places to spend the residual.

Councilmember VanEtten: I do have other ideas in mind.

Supervisor Ruso: Other places, I mean minor things obviously.

Eileen Vosburgh: Or maybe a pickleball court at Wyche Park.

Councilmember VanEtten: Not for that amount.

Supervisor Ruso: We've already looked into that, that's a lot more than the residual, but years to come.

Eileen Vosburgh: Well, you can put it in the bank for that. Thank you.

Supervisor Ruso: Thank you. Okay, let's move on. I didn't see that. Oh, elections and budget. Go ahead, Mr. Vadney.

Harold Vadney: Good evening. My first concern is the elections. On the one hand we've got some good results, on the other hand we don't (unable to understand). Some of my worst fears came true. The good news is we don't have a bus driver as Supervisor, someone with absolutely no qualifications so we can continue to (unable to understand).

Supervisor Ruso: He's the only bus driver I know, but that's okay.

Harold Vadney: Oh, speaking of Mr. Irving and Mr. Boehlke. I'd like to apologize, Mr. Boehlke, because last time I was here I was addressing a dog issue to you. I don't know if you were awake, you didn't interrupt me and say 'I have nothing to do with animal control.'

Councilmember Boehlke: Well, I couldn't tell the difference between veterinarians and vets that day if you recall, Harold.

Harold Vadney: Not many people can spell the two words and Mr. Irving, I don't know if you were awake either because you didn't stop me and indicate that you were on the Animal Control Committee. So I'd like to apologize to Mr. Boehlke for putting him on the spot. Well, one of the problems that I found with the election is that unfortunately one of the parties shot

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themselves in the foot with very bad strategies and it's very rare that two incumbents would be booted ousted by two newbies were it not for the bad public relations that was created just recently. I hope that the Board has learned a lesson from that poor strategy and poor decisions. The good news is that you, Mr. Ruso, were not unopposed. The bad news is the numbers very telling with only approximately 30 vote margin that kept you in office. Now there are a number of reasons for that, social reasons here in the... Many speaking at once. This goes on all the time and this is another problem with this Board and it's another problem that this Board is gonna have to cope with is your discourtesy and you arrogance vis-a-vis the population of this Town. You are servants, public servants. Nor servants to me, but public servants and it seems that over time you people have forgotten this and I think the last meeting we had somebody address some very, very poor behavior by one of the Board members, but that's not just isolated to one Board member. You all are guilty except for maybe Mr. Boehlke and Mr. Irving who wisely keep their mouths shut, but in any case I'd like to congratulate the two newbies, like to congratulate Mr. Ruso for sticking it in there and I hope that he's learned something from these last several months and from these elections. As far as the budget goes, I'm really surprised that you haven't changed that line item, \$30-grand reduction and I think that I foiled your notes and I'm waiting to hear you refuse to produce those notes and then I'll come back with some good law and good advisory opinions. It would be in your interest to produce those notes though. It wouldn't be in your interest not to produce them or to refuse to produce them. That's all, thank you.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 127-2023
NOVEMBER 13, 2023

RESOLUTION TO ADOPT 2024 BUDGET

BE IT RESOLVED that following a Public Hearing held on October 23, 2023, regarding the 2024 Preliminary Budget, the Town Board hereby adopts the 2024 Preliminary Budget as the 2024 Final Budget.

Motion by Supervisor Ruso seconded by Councilmember Downes

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion

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TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 128-2023
NOVEMBER 13, 2023

RESOLUTION TO ACCEPT PROPOSAL FOR SENIOR LUNCHEON

WHEREAS two proposals were procured for a Senior Luncheon to be held on Wednesday, December 6.

RESOLVED that the Town Board of the Town of New Baltimore hereby accepts the proposal from Pegasus Restaurant for \$22.25 per person.

Motion by Supervisor Ruso seconded by Councilmember Irving

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 129-2023
NOVEMBER 13, 2023

**RESOLUTION TO PLACE ADVERTISEMENT FOR MEMBERS OF
PLANNING BOARD AND ZONING BOARD OF APPEALS**

WHEREAS an advertisement will be placed in *The Daily Mail* for positions that are currently unfilled or whose term of office will expire on December 31, 2023.

RESOLVED that the Town Clerk will place the following advertisement, approved by the Attorney for the Town, in *The Times Union* for 7 days.

The Town of New Baltimore is seeking applicants who are residents of the Town for the Planning Board and Zoning Board of Appeals where annual training is required. Please send letter of interest or resume outlining experience to Supervisor Jeff Ruso, 3809 County Route 51, Hannacroix, NY 12087, jruso@townofnewbaltimore.org, or call (518)756-6671 Ext. 7 for information by December 20, 2023.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 130-2023
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RESOLUTION APPOINTING HIGHWAY DEPARTMENT EMPLOYEES

WHEREAS the Greene County Civil Service Commission has approved the title of Heavy Motor Equipment Operator Trainee to the recognized positions for the Town of New Baltimore.

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RESOLVED that Barnett Rider and Eugene VanAlstyne are appointed as Full-Time Heavy Motor Equipment Operator Trainees at a salary of \$22.25 per hour for a probationary period of six months and William Spurdis is appointed as Full-Time Heavy Motor Equipment Operator at a salary of \$23.25 per hour for a probationary period of six months. Each of the above appointments are contingent upon the submission of having successfully completed the required pre-employment drug screening.

AND BE IT FURTHER RESOLVED that the position of MEO Trainee is designated as a temporary appointment until which time the employee successfully completes the CDL Training.

Motion by Supervisor Ruso seconded by Councilmember Downes

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

Supervisor Ruso: By the way I don't know if you saw it in the packet, I do have the drug test for one.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 131-2023

NOVEMBER 13, 2023

**RESOLUTION TO APPROVE REFUND OF CECIL C. HALLOCK PARK
RESERVATION**

WHEREAS a reservation was made for the New Baltimore Arts & Music Festival to honor Thomasina Winslow and the event was cancelled for 2023.

RESOLVED that the Town Board approves the refund of \$25 to Janet Kash.

Motion by Supervisor Ruso seconded by Councilmember Boehlke

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 132-2023

NOVEMBER 13, 2023

**RESOLUTION TO TRANSFER PARKS RESERVE FUNDS
TO GENERAL PARKS FUND FOR PURCHASE AND INSTALLATION OF
PLAYGROUND EQUIPMENT FOR WYCHE PARK**

WHEREAS the Town of New Baltimore received a SAM grant for \$50,000 for Park renovations at Wyche Park and the new equipment has been installed.

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RESOLVED the Town Board of the Town of New Baltimore approves the transfer of \$46,395 from the Park Reserve Account to the General Parks Fund and upon receipt of \$50,000 from the Dormitory Authority of the State of New York which will then be transferred back into the Parks Reserve Fund.

Motion by Supervisor Ruso seconded by Councilmember Downes and VanEtten

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 133-2023
NOVEMBER 13, 2023

**RESOLUTION TO APPROVE REIMBURSEMENT TO AGFEST COMMITTEE
FOR TENT RENTALS FOR AGFEST**

WHEREAS the Town of New Baltimore has supported the annual AgFest for many years by providing insurance, electricity, porta-sans, and other items.

RESOLVED since additional insurance was not needed, the Town Board approves \$2,000 from the Cultural Expense Fund toward tent rental for entertainment, vendors, and seating for the annual dinner.

Motion by Supervisor Ruso seconded by Councilmember Boehlke

AYES: Ruso, Boehlke, Downes, Irving

NAYS:

ABSTAIN: VanEtten

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 134-2023
NOVEMBER 13, 2023

**RESOLUTION ADOPTING THE 2023 GREENE COUNTY
HAZARD MITIGATION AND RESILIENCE PLAN**

WHEREAS the Town of New Baltimore recognizes the threat that natural hazards pose to people and property within the Town of New Baltimore; and

WHEREAS the Town of New Baltimore has prepared a multi-hazard mitigation plan, hereby known as 2023 Greene County Hazard Mitigation and Resilience Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS the as 2023 Greene County Hazard Mitigation and Resilience Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the Town of New Baltimore from the impacts of future hazards and disasters; and

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WHEREAS adoption by the Town of New Baltimore demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2023 Greene County Hazard Mitigation and Resilience Plan.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF NEW BALTIMORE, NEW YORK THAT: the Town of New Baltimore adopts the 2023 Greene County Hazard Mitigation and Resilience Plan.

Motion by Supervisor Ruso seconded by Councilmember VanEtten

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 135-2022
NOVEMBER 13, 2022

**RESOLUTION TO APPROVE “ROAD USE AND CROSSING AGREEMENT” WITH
CHAMPLAIN HUDSON POWER EXPRESS**

WHEREAS the Champlain Hudson Power Express (CHPE) will be installing a Electrical Power Transmission line through the Town of New Baltimore, and,

WHEREAS the proposed road use agreement has been reviewed by the Highway Superintendent and the Town Attorney and has met their approval,

THEREFORE, BE IT RESOLVED that the Town Supervisor is authorized to sign the aforementioned “Road Use Agreement.”

Motion by Supervisor Ruso seconded by Councilmember Downes

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

CHPE LLC AND CHPE PROPERTIES, INC.

AND

TOWN OF NEW BALTIMORE, NEW YORK

**ROAD USE AND CROSSING
AGREEMENT FOR THE
CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC**

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TRANSMISSION CABLE SYSTEM CROSSING

DATED October 12, 2023

ADDRESS: New Baltimore Town Hall, 3809 County Route 51, Hannacroix, NY 12087
CITY/VILLAGE/TOWN: Town of New Baltimore
COUNTY: Greene
STATE: New York

ROAD USE AND CROSSING AGREEMENT

This Road Use and Crossing Agreement (“Agreement”), entered into this ___ day of ____, 12 Oct 2023 by and between CHPE LLC and its wholly-owned subsidiary CHPE PROPERTIES, INC.

(collectively, “CHPE”) having an office located at 623 Fifth Avenue, 20th Floor, New York, NY 10022 and the Town of New Baltimore, New York (the “Town”) having an office at 3809 County Route 51, Hannacroix, NY 12087.

RECITALS:

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances (“Project”) pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission (“PSC”) on April 20, 2013 (as amended from time to time, the “Certificate”), the Project’s Environmental Management and Construction Plan (as amended from time to time, “EM&CP”) to be approved by the PSC in due course, and other permits and authorizations to conduct certain related activities, including Project construction and Project restoration activities as provided for herein (collectively, “Project Activities”); and

WHEREAS, certain capitalized terms used herein are defined on **Exhibit A**; and

WHEREAS, on April 26, 2021, the Town Board of the Town of New Baltimore (the “Board”) pursuant to Resolution 90-2021, a copy of which is annexed hereto as **Exhibit B**, granted its consent, pursuant to Section 11 of the New York State Transportation Corporations Law, to CHPE’s proposed routing of the Project over certain municipal property (the “Resolution”); and

WHEREAS, on January 1, 2020, the Climate Leadership and Community Protection Act (“CLCPA”) became law in the State of New York; and

WHEREAS, in the wake of the enactment of the CLCPA, the New York State Energy Research and Development Authority awarded a contract involving the use of the Project to transmit renewable energy into New York State; and

WHEREAS, in order to accomplish Project Activities within the Town, CHPE needs to install and operate buried Project cables in, across, and under a certain Town road known as New Baltimore Road; to make temporary improvements to Kreitmier Road and West Hawley Lane for use during construction, as shown on the map attached hereto as **Exhibit C**; and further

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traverse during construction Birchwood Lane, New Baltimore Road, Kreitmier Road, West Hawley Lane and West Van Gurpin Lane (the “Affected Roadways”); and

WHEREAS, the Town seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the Town for any damage to the Affected Roadway and any access roads, streets, or other public infrastructure used or traversed by CHPE or its contractors to access the work site for installation of the cable in and under the Affected Roadway and/or arising from or related to Project construction, maintenance, and occupancy activities; and

WHEREAS, the Town has been duly authorized to enter into this Agreement:

NOW, THEREFORE, in consideration of the promises set forth in the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHPE and the Town, each intending to be legally bound, agree as follows:

1. Rights Granted.

a. The Town has consented to CHPE to laying down, constructing and maintaining wires, conductors, conduits and other fixtures in and under the Affected Roadway in the Town in accordance with the provisions of this Agreement for the life of the CHPE project, and to the temporary widening, use, and restoration of Affected Roadway(s) identified herein. Such consent shall be non-exclusive and subject to any other rights of others in and to any of the foregoing highways in existence as of the date hereof, and provided that the Town may enter into agreements after the date hereof granting third-party rights with respect to the use or occupancy of the Affected Roadway which are not in conflict with the rights granted to CHPE pursuant to this Agreement.

2. CHPE Construction Responsibilities.

a. CHPE shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof, which are required by governing law to undertake Project Activities.

b. CHPE shall be responsible for ensuring that all debris, garbage, and waste generated by Project Activities are immediately cleaned up and properly disposed of.

c. CHPE shall maintain the flow of traffic for both directions of travel by keeping at least one lane of passage open at all times except, during the initial work to widen an Affected Roadway or the final work to restore an Affected Roadway to its original width, a temporary full closure lasting no more than ten (10) hours, or under instances of severe hardship, a temporary full closure no more than four (4) hours. In all cases, CHPE shall provide for emergency services access, notify and coordinate with affected residents of the Affected Roadway, and coordinate closely with the Town's Highway Department.

d. CHPE shall require that its employees, officers, directors, members, managers, agents, licensees, vendors, contractors, subcontractors, haulers and subcontractors will comply with the terms and conditions of this Agreement.

e. CHPE will examine existing conditions and traffic flow and volume patterns to determine the appropriate construction methods for the Transmission Line Improvements prior to commencing construction. CHPE shall, at least two (2) days prior to commencing construction in the Affected Roadway, meet with the Superintendent of Highways of the Town and explain the construction process and timing and the measures CHPE will undertake to ensure minimum disruption to the

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traveling public and the Town’s Highway Department and to minimize the duration of any detours or road closures. Where in-road work will be extensive enough to require detours or road closures, a Traffic Control Plan will be completed in consultation with the Town’s Highway Department prior to the start of construction. All work zone traffic control (“WZTC”) will be done in conformance with New York State Department of Transportation (“NYSDOT”) Standard Specifications.

f. CHPE shall plate over any open trenches during non-working hours. CHPE shall not permit any excavation to be made in or upon the Affected Roadway to remain open or uncovered either day or night, without causing the same to be properly barricaded by day and night and, in addition thereto, CHPE shall place at such location signage, flares, red lanterns, or other warning devices by night so as to properly warn all persons of the danger of such excavation. All active and inactive work zones shall be provided with adequate WZTC for the duration of the work within the Affected Roadway.

g. During construction, for the protection of the health and safety of local residents and travelers, CHPE will require that contractors and construction vehicles adhere to a speed limit of no more than 10 miles per hour (MPH) on the following local residential roads: Kreitmier Road Birchwood Lane, and West Hawley Lane.

h. Prior to any tree clearing or construction along Kreitmier Road, Birchwood Lane, West Van Gurpin, and West Hawley Lane, CHPE will conduct a detailed survey to identify areas that require clearing and widening and will attempt to minimize removal of large, healthy trees and limit the extent of road widening to the extent practicable, including adjusting the widening to favor one side of the road over the other.

i. Where minor features such as post-mounted mailboxes are present along an Affected Roadway, CHPE will remove, reset in a temporary location for road widening, then reset in their original location upon road restoration.

3. Road Surveys and Routes.

a. CHPE will review the final Project route and Transmission Line Improvements with the Town’s Engineer or designee. Additionally, CHPE will also consult with the Town Engineer or designee to finalize a list of roads that will constitute Affected Roadways, and **Exhibit C** shall be amended if and as appropriate.

b. Prior to CHPE undertaking any Project Activities, CHPE shall provide the Town with the final PSC-approved EM&CP involving the Affected Roadway. The PSC-approved EM&CP involving the Affected Roadway shall serve as the basis for the required Financial Security set forth herein.

c. At least five (5) days prior to the commencement of Project Activities involving the Affected Roadway, CHPE shall prepare and provide to the Town a pre-construction video survey of the same, which video survey must be acceptable to the Town in its reasonable discretion. The pre-construction video may be supplemented by written notes if needed in CHPE’s judgment and will include the bed of the road (pavement), roadsides in the Town’s right-of-way, and Town surface infrastructure (e.g., water hydrants, culvert end sections). CHPE will make record of the condition of Town drainage pipes and culverts.

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- d. If, in the reasonable professional opinion of the Town's Engineer or designee, the conditions of an Affected Roadway change after the date of this Agreement and before the start of Project construction activities such that any such Affected Roadway intended to be used for access purposes cannot withstand the structural and functional distress anticipated by heavy vehicular traffic resulting from the Project Activities, the Town will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to use the same. CHPE will have five (5) business days from its receipt of such notice to notify the Town as to whether it can make alternate route arrangements.
- i. If CHPE notifies the Town that it can make alternate route arrangements, CHPE will include in its notice to the Town a map and description of its proposed alternate route. The Town must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the Town. If the proposed alternate route is not reasonably satisfactory to the Town, then CHPE and the Town will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the Town that it cannot make alternate route arrangements, then CHPE will make the improvements described in the Town's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the onset of Project Activities.
- e. If, during the term of this Agreement, the Town's Engineer or designee reasonably believes that the condition of any Affected Roadway has changed after the start of Project construction activities such that the Affected Roadway cannot, due to its condition, withstand or continue to withstand the structural and functional distress anticipated by further heavy vehicular traffic, the Town will so notify CHPE and include in its notice the improvements that would be necessary for CHPE to continue using the Affected Roadway. CHPE will have five business days from its receipt of such notice to decide if it can make alternate route arrangements.
- i. If CHPE notifies the Town that it can make alternate route arrangements, CHPE will include in its notice to the Town a map and description of its proposed alternate route. The Town must notify CHPE within three (3) business days from its receipt of such alternate proposed route whether or not that proposed route is reasonably satisfactory to the Town. If the proposed alternate route is not reasonably satisfactory to the Town, then CHPE and the Town will repeat the above process until an alternate route that is reasonably satisfactory to both parties is agreed upon.
- ii. If CHPE notifies the Town that it cannot make alternate route arrangements, then CHPE will make the improvements described in the Town's initial notice of changed conditions, which repairs will be at CHPE's cost and completed before the resumption of Project Activities.
- f. Promptly following the substantial completion of Project Activities within the Town, CHPE shall prepare and provide to the Town a post-construction video survey of the Affected Roadways acceptable to the Town in its reasonable discretion. Within one hundred eighty (180) days after substantial completion of Transmission Line Improvements, CHPE shall prepare and provide the Town with "as-built" engineer and surveyor certified plans and maps, in a customary software format which the County may reasonably request (CAD, GPS, etc.). After CHPE has completed Project Activities within the Town, CHPE will not use any Heavy

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Equipment that would cause damage to Town roads, unless authorized by the Town, where “Heavy Equipment” is defined to include oversize or overweight vehicles and large construction equipment, but which shall not include standard passenger or commercial vehicles.

g. In the event that the Town Engineer reasonably believes that Project Activities have deviated from the PSC-approved EM&CP routing within the Town without prior written permission from the Town, CHPE shall, upon notification from the Town, suspend Project Activities unless and until the Construction Inspector provided for at Condition 53(a) of the Certificate has determined that the Project Activities do not in fact deviate from the PSC-approved EM&CP.

4. Road Restoration and Repair of Damage.

a. The standard to be achieved by CHPE in pursuing Project Activities is the return of any Affected Roadway or other public infrastructure used or traversed by CHPE or its contractors to access the Project work site to its original condition as nearly as practicable and, in all events, to restore full service and functionality of the Affected Roadway as soon as reasonably practicable, but no later than sixty (60) days from the date the Town sends notice requesting any repairs.

b. No less than forty-five (45) days prior to the commencement of any Project Activities, CHPE shall provide the Town with a payment of \$10,000 (the “Deposit”) that the Town shall deposit into an escrow account (“Account”). The Town may only withdraw funds from the Account to pay for the incremental and out-of-pocket costs, fees, expenses and other bills rendered to or incurred by the Town in connection with: (i) the approval of proposed use of Affected Roadway(s) and the assessment of whether the same are suitable for use by Heavy Equipment; and (ii) the Town’s monitoring of Project Activities and the performance of its functions as provided for by this Agreement, including payment of any Town Designated Engineer (“TDE”) employed by the Town to assess road conditions before and after use by CHPE and its contractors with Heavy Equipment, and assessment of any damage to the Affected Roadway caused by the Project Activities (“Allowed Costs”). The Town shall provide an itemized statement, together with detailed backup, of any deduction from the Account. If at any time the balance in the Account is reduced to one-third or less of its initial amount, and the Town advises CHPE and can demonstrate actual reasonable additional expenses beyond this amount, then CHPE shall provide for deposit additional funds into the Account to cover those reasonable additional expenses.

c. Within fifteen (15) business days of the date upon which CHPE notifies the Town that it has completed the initial re-seeding that CHPE will undertake as part of its Project Activities, the Town must notify CHPE in writing if it reasonably believes any significant residual damage to the Affected Roadway exists and was caused by Project Activities. Damage may include but is not limited to cracking, imprinting, pitting, tracking, buckling or asphalt and road base damage, damage to culverts, bridges and/or drainage facilities (“residual project damage”).

d. Within 10 business days of receipt of an allegation of residual project damage from the Town, CHPE shall notify the Town in writing of its agreement or disagreement with the allegations. If CHPE accepts responsibility, it will proceed with due diligence to rectify the condition. If CHPE declines to accept responsibility, the Town shall then submit a written invoice (“damage invoice”) to CHPE, detailing estimates of the costs, fees, and/or expenses incurred or to be incurred by the Town to repair the residual project damage.

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e. CHPE may elect in its sole discretion to pay the amount set forth in the damage invoice accompanying the Town’s notice, as liquidated damages. In such event, CHPE shall notify the Town in writing of its election and pay the amount within ten (10) business days of receipt of the invoice. If paid in full, the Town will have no further claim against CHPE in connection with residual project damage.

f. The manner of repair of any residual project damage by either party shall be in accordance with official industry standards with New York State Department of Transportation and/or municipal requirements that are applicable for the type of road and restoration involved.

g. After the conclusion of Project Activities, the Town shall be entitled to withdraw and retain any remaining portion of the initial \$10,000 Deposit made into the Account pursuant to paragraph 4(b) of this Agreement. If CHPE has provided funds to replenish the Account pursuant to paragraph 4(b) of this Agreement beyond the initial Deposit, and any balance remains in the Account against which the Town has not claimed reimbursement, said balance shall be returned to CHPE or its assignee

5. Ongoing Cooperation.

The Parties commit to the taking of such further actions, if and when reasonably requested and consistent with applicable law, as may facilitate the successful achievement of the goals and benefits of the CLCPA and the completion of the Project.

6. Financial Security.

a. Prior to the commencement of any Project Activities, CHPE shall deliver to the Town financial security in the form of a cash escrow (“Financial Security”), which amount is to be calculated based upon the length and types of the Affected Roadways and which shall be sufficient to satisfy the Town’s standard requirements for road use and road excavation. The Security shall be in the sum of \$5,000.

b. The Financial Security shall remain in full force and effect in the stated amount for a period of 3 months after CHPE’s completion of all Project Activities.

c. The purpose of the Financial Security is to guarantee reimbursement to the Town for all labor, material, equipment, expenses and attorneys’ fees the Town may incur in repairing any residual project damage, to the extent that (i) CHPE’s liability for the same has been finally adjudicated, (ii) CHPE has failed to pay the ordered judgment, and (iii) applicable insurance is unavailable to reimburse the Town for the aforesaid expenses.

d. After the conclusion of Project Activities, the Town shall agree to the cancellation and return of the Financial Security.

7. Indemnification and Insurance.

a. CHPE, at its own expense, agrees to the insurance, indemnification and general terms and conditions set forth herein.

b. CHPE shall present to the Town Certificates of Insurance evidencing the acquisition of liability insurance coverage naming the Town as additional insured, on a primary noncontributory basis, in the amount of at least:

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- i. \$1,000,000 per occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate. Death/Bodily Injury: \$1,000,000 per person; \$2,000,000 aggregate.
- ii. Coverage shall include contractual liability. iii. Property Damage: \$500,000.
- iv. Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.
- v. All policies shall contain a waiver of subrogation.
- vi. No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) a/k/a Scaffold Law and 241(6).
- vii. All policies shall be written with an insurance carrier with a Best's rating of A- or better.

c. Said insurance shall be maintained throughout the period during which Project Activities take place and the aforementioned certificate shall provide for a minimum of fifteen (15) business days' written notice to the Town prior to cancellation of coverage [with the exception of non-payment of premium in which case the statutory cancellation clause shall apply].

- 8.** To the extent permitted by the governing law, CHPE shall defend, indemnify, protect, save, and hold the Town harmless from and against any and all penalties, fines, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of, or are caused by, the Project Activities, whether undertaken by CHPE or its contractors or consultants, or any of the right conferred by this Agreement except to the extent any such claims, suits, demands, causes of action, or award of damages relate to the negligence or willful misconduct of the Town or any of its officers, boards, employees, committee members, attorneys, agents, consultants, vendors, contractors and subcontractors. The obligation of CHPE to indemnify and save harmless the Town shall extend to the employees, officers, elected officials, and consultants hired by the Town.

9. Dispute Resolution.

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) inperson meeting in Greene County.

10. Captions and Headings.

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

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11. Modifications.

This Agreement cannot be amended, modified, or changed orally, but only by agreement in writing signed by the parties.

12. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null, void, voidable, or unenforceable, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which remainder shall remain in full force and effect. The waiver by any party hereto or a breach of violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No waiver is valid unless in writing and signed by party making the waiver. The parties reserve all of their rights and remedies under this Agreement, at law and at equity, including, without limitation, any such rights and remedies under the New York Public Service Law, the New York Eminent Domain Procedure Law, and the New York Transportation Corporations Law.

13. Governing Law; Consent to Jurisdiction.

a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, as in effect from time to time without regard to principles of conflicts of laws.

b. Each party represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect.

14. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as set forth in the preceding sentence, nothing in this Agreement is intended to be for, or to inure to the benefit of, any person other than the parties hereto, and their respective successors and assigns.

15. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

16. Counterparts.

This Agreement may be executed by electronic signature and transmitted by fax or email in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

17. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

18. Notice.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon hand delivery, upon the third day following

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delivery via the United States Postal Service, on the first day following delivery via a nationally registered United States overnight courier service, or on the day when telecopies are sent by facsimile transmission if additional notice is also given under one of the previous three methods within three (3) business days thereafter. For purposes of this Agreement only, any notice to the parties shall be directed to the party as set forth below with a copy provided via electronic mail. For CHPE Parties:

CHPE LLC
623 Fifth Avenue, 20th Floor New York, NY 10022
Attn: General Counsel
Jeremiah.Sheehan@TDI-USA.com
Josh.Bagnato@TDI-USA.com

For Town:

Town of New Baltimore
3809 County Route 51
Hannacroix, NY 12087
Attn: Town Supervisor

18. Assignment.

Neither Party may assign its rights or its obligations under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld conditioned, or delayed; except no consent of any kind shall be required in the case of an assignment by CHPE (i) in favor of a secured lender or lenders participating in the Closing, (ii) as part of a straight lease arrangement authorized by the General Municipal Law relating to Industrial Development Agencies, or (iii) to a company affiliated with CHPE.

IN WITNESS WHEREOF, CHPE and the Town have caused their respective, duly authorized officers to execute this Road Use and Crossing Agreement of the day and year first above written.

Town of New Baltimore, New York

By: _____

CHPE LLC

By:  _____

CHPE Properties, Inc.

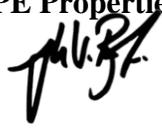
By:  _____

EXHIBIT A
DEFINITIONS

“**Affiliate**” means with respect to a specified Person: any other Person directly or indirectly in Control of, Controlled by, or under common Control with such specified Person; provided, however, for purposes of this Agreement, Project Company shall not be considered to be an

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Affiliate of Railroad Company, and vice versa. For purposes of this Agreement, to be in “**Control**” means to be in possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Debt Fund Affiliates**” means (a) any fund or client managed by, or under common management with Blackstone Liquid Credit Strategies LLC, Blackstone Tactical Opportunities Fund L.P. or Blackstone Real Estate Debt Strategies L.P., (b) any fund or client managed by an investment manager within the credit-focused division of The Blackstone Group Inc., (c) any fund managed by Blackstone Alternative Credit Advisors LP, Blackstone Debt Advisors L.P., Blackstone Distressed Securities Advisors L.P., Blackstone Mezzanine Advisors L.P. or Blackstone Mezzanine Advisors II L.P., and (d) any Affiliate of Project Company other than Project Company that is, in each case, a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course that, in each case of clauses (a) through (d), provides Financing to the Project on terms and conditions that, when considered in the aggregate, are no less favorable to Project Company than the terms and conditions that would be obtained in a comparable arm’s length transaction with a Person that is not an Affiliate of Project Company; provided, that at any time that the aggregate amount of commitments made by Debt Fund Affiliates under the Financing for the Project constitute less than fifty percent (50%) of the aggregate commitments outstanding thereunder, such commitments shall be deemed to have been made on an arm’s length basis for purposes of this definition.

“**Financing**” means each construction, interim, long-term debt or equity financing, refinancing and/or credit support arrangement related to all or a portion of the development, construction or operation of the Project.

“**Investment Grade Rating**” means, with respect to a Person, that such Person has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) at least one Long-Term Credit Rating of no less than (as applicable) ‘BBB-’ from S&P, ‘Baa3’ from Moody’s, or “BBB-” by Fitch.

“**Lender**” means, with respect to Project Company, any Person, other than an Affiliate of Project Company, providing or seeking to provide Financing or financial support in any form in respect of the Project, including any commercial bank, institutional lender, export credit agency, funding agency, underwriter, bondholder, or insurance agency, and any representative, collateral agent, trustee, depository, agent or other designee of such Person; provided, that solely for the purposes of this definition, a Debt Fund Affiliate is not deemed to be an “Affiliate” of Project Company.

“**Permitted Transferee**” means (i) an Affiliate of CHPE (which shall include (x) existing or future portfolio companies of any investment funds or vehicles Affiliated with or managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. and (y) other investment funds or vehicles managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. (including, in each such case, Blackstone Capital Partners VIII L.P. and Blackstone Energy Partners III L.P.)), (ii) any Lender (x) to whom CHPE collaterally assigns this Agreement or (y) who is exercising its rights and remedies under any documentation related to the Financing at CHPE, (iii) any Industrial Development Agency or Industrial Development Authority formed and existing pursuant to the General Municipal Law and the Public Authorities Law of the State of New York, or (iv) a Qualified Transferee.

“**Qualified Transferee**” means any Person that has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) either (a) an Investment Grade Rating, (b) a Total Net Worth of at least One Billion Dollars (\$1,000,000,000) or (c) assets under management of at least Ten Billion Dollars (\$10,000,000,000).

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“**Total Net Worth**” means, with respect to any Person, the tangible net worth, bona fide capital commitments and fair market value of investments and other assets over which such Person (together with its Affiliates) collectively has supervisory control.

EXHIBIT B
RESOLUTION OF THE TOWN BOARD

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 90-2021
APRIL 26, 2021

**RESOLUTION TO ADOPT MUNICIPAL CONSENT FOR THE
CHAMPLAIN HUDSON POWER EXPRESS TRANSMISSION LINE PROJECT**

WHEREAS, CHPE LLC and its wholly-owned subsidiary CHPE Properties, Inc., their successors and assigns (hereinafter “CHPE”), is developing the Champlain Hudson Power Express Project (the “Project”), an approximately 1,000 megawatt underground and underwater high voltage, direct current electric transmission facility extending from the United States’ border with Canada to Queens, New York; and

WHEREAS, the New York State Public Service Commission (the “PSC”) has ruled that the Project will supply clean, renewable hydroelectricity to New York State and has issued a Certificate of Environmental Compatibility and Public Need authorizing the construction and operation of the Project (including any amendments thereto, the “Certificate”); and

WHEREAS, CHPE has discussed the Project with the Town of New Baltimore (the “Municipality”), as a portion of the Project will be located within the Municipality and will occupy certain privately and/or publicly owned land; and

WHEREAS, the Project will provide significant economic and environmental benefits to New York State and the Municipality in the form of lower electric rates, a reduction in greenhouse gas emissions and increased jobs, including local jobs during the Project’s construction; and

WHEREAS, the Project will provide significant tax (or payment in lieu of tax) revenue to the Town of New Baltimore, County of Greene and the Coxsackie-Athens and Ravena-Coeymans-Selkirk School Districts during the course of its expected 40-60 year operating life; and

WHEREAS, prior to construction within the Municipality, CHPE will require a Road Use and Crossing Agreement with the Municipality that will include, at a minimum, construction responsibilities and plans, restoration and repair of damage, dispute resolution, bonding, insurance and indemnification provisions; and

WHEREAS, once the Project commences operation, it is not expected to require any services from the Municipality.

NOW, THEREFORE, BE IT RESOLVED,

1. That the New Baltimore Town Board (the “Board”) is fully familiar with and supportive of the Project, including the use and occupancy of privately and/or publicly owned land in the Municipality.

2. That the Board hereby grants its consent to CHPE, in accordance with section 11(3) of the New York State Transportation Corporations Law, to lay down, construct and maintain its wires, conductors, conduits and other fixtures in and under the streets, avenues,

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public parks and all other publicly-owned places in the Municipality in accordance with the provisions of the Certificate.

3. That the Board commits the Municipality to the taking of such further actions, if and when reasonably requested by CHPE and consistent with applicable law, as may facilitate the successful achievement of the Project, including, without limitation, executing a Road Use and Crossing Agreement substantially in the form annexed hereto.

4. That the Town Supervisor is hereby authorized and directed to take all appropriate measures to implement the intent of this Resolution and the Town Clerk is hereby directed to forward a certified copy hereof to CHPE at the Pieter Schuyler Building, 600 Broadway, Albany, NY 12207.

5. That the Board approves the inclusion of a copy of this Resolution as a part of any filing made by CHPE with any governmental bodies when and as required or requested by the same and the use of this Resolution in public statements made by CHPE regarding host community support for the Project.

6. That this Resolution shall take effect immediately.

Motion by Supervisor Ruso seconded by Councilmember Downes

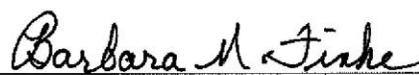
The question of the adoption of the foregoing Resolution was duly put to vote on a roll call, which resulted as follows:

SUPERVISOR RUSO	AYE
COUNCILMEMBER BOEHLKE	AYE
COUNCILMEMBER DOWNES	AYE
COUNCILMEMBER IRVING	AYE
CCOUNCILMEMBER VANETTEN	AYE

STATE OF NEW YORK)
COUNTY OF GREENE)

I, Barbara M. Finke, Town Clerk of the Town of New Baltimore and Clerk of the New Baltimore Town Board, do hereby certify that Resolution 90-2021 was duly adopted by said Board by the required and necessary vote of the members at the Work Meeting held at the Town Hall on the 26th day of April, 2021, to Adopt Municipal Consent for the Champlain Hudson Power Express Transmission Line Project and the original thereof is on file in the Town Clerk's office.

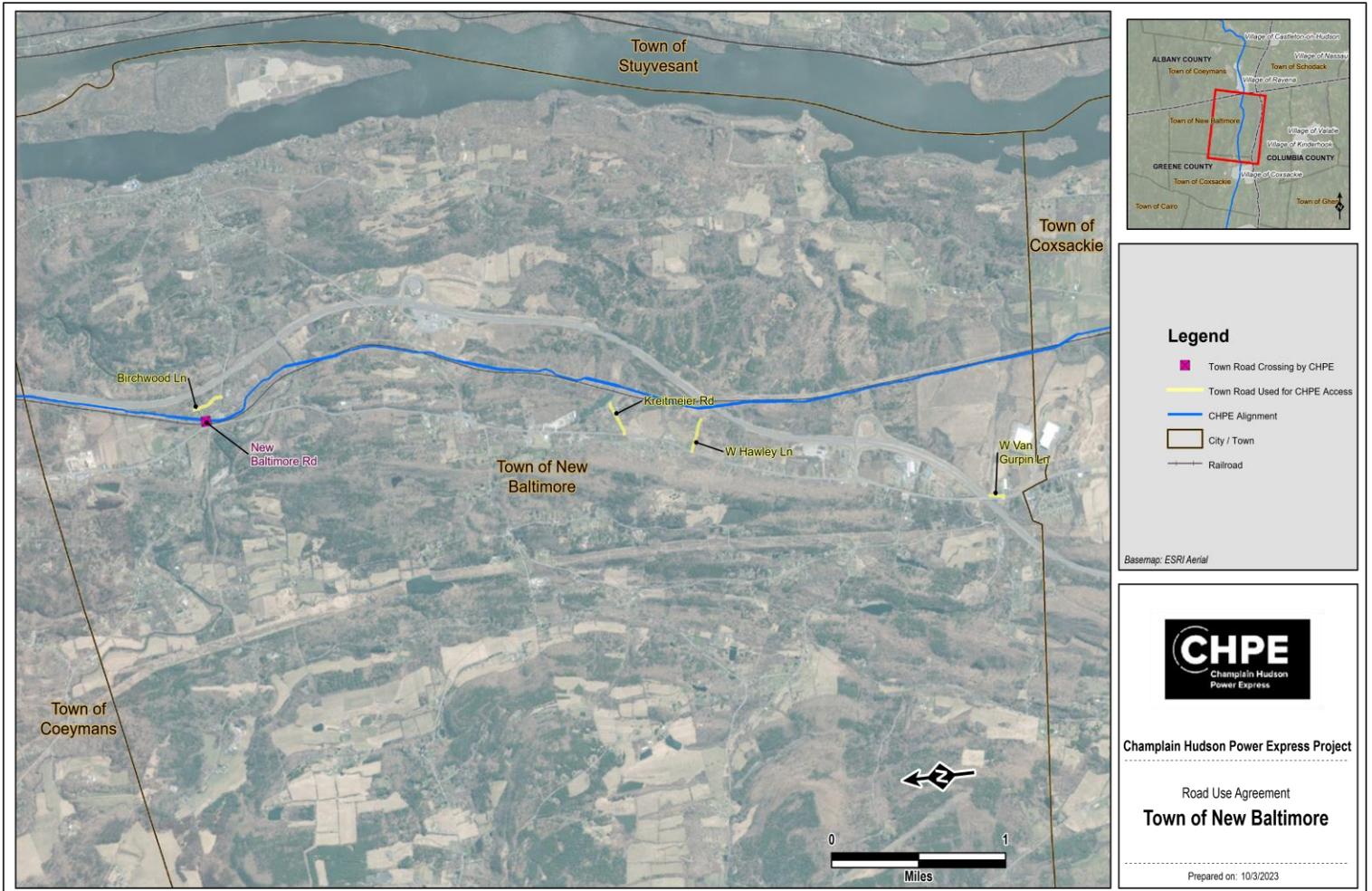
WITNESS my Hand and the Official Seal of the Town of New Baltimore, Greene County, New York, this 27th day of April, 2021.



Barbara M. Finke, Town Clerk

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EXHIBIT C
MAP



Ellie Alfeld: Well, I'd like to know how many of the Board member were at the meeting when you were invited by this organization I believe for Kreitmeier Road. I have not heard of any other properties involved other than across I guess 144 and in Kreitmeier Road but you have a resolution you passed and I have not seen any description of this process.

Supervisor Ruso: It's gonna go under New Baltimore Road

Ellie Alfeld: New Baltimore Road.

Supervisor Ruso: Correct about 30' under. Kreitmeier Road, they're going to use Kreitmeier Road to get to a homeowner's property at the end who had reached an agreement with the Champlain people. Champlain Hudson, to use his property to get to the tracks and similarly the same for West Hawley. So the homeowner's, property owners, have come to terms with these folks to use their property and they're using the Town road. This agreement is only about that they will restore significantly the roads to preconstruction condition. New Baltimore Road, you'd think it would be more because they're actually going under that, but if you know where the bridge over the railroad tracks...

Ellie Alfeld: Trestle.

Supervisor Ruso: They're gonna be at the same level as the railroad tracks, that's a good deal down. That's where they're gonna bore into the hillside so it will be little effect.

Ellie Alfeld: And can you tell me the majority of their crossing to you point is on either the west side of the railroad track or the east side of the railroad track?

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Supervisor Ruso: I can't tell you where the majority is, I know that if you come south from the Coeymans line, they cross from the east side to the west side at or around the railroad trestle at the end of Carhart Road or the end of Independence in that zone and then remains on the west side and then it goes back on the east side under 144. Now we have nothing, no input into the crossing at 144 as that is a State road, but they're also gonna bore but it's not gonna be that 30' but it's still gonna be boring under and I think the biggest disruption will be when the construction people are on any of those sites.

Ellie Alfeld: I'd just like to make the statement that when something like this comes into this town and affects numerous properties it would be very helpful to the property owners to have a little more insight into what is coming.

Supervisor Ruso: Certainly.

Ellie Alfeld: Since the company itself has never contacted all the people who they will be running across.

Supervisor Ruso: Understood. And I'll just as a point as I've been well informed the Town has absolutely zero discretion and gets almost zero information. This was approved, they've had public meetings in Catskill, with the County. They've had a public meeting at the IDA. They've had 42 public service... We don't have input into that except those individuals.

Ellie Alfeld: I realize that, but you had knowledge and the knowledge would be nice at a Town Board meeting.

Supervisor Ruso: And nevertheless we don't have discretion in a lot of those places as you well know and I don't have any discretion to approve anyone to go on anyone's private property. That's the private property owner and them.

Harold Vadney: If this was all disused at County level, don't we have a representative from New Baltimore elected to represent New Baltimore at County level if these meetings were taking place there? Wouldn't it be incumbent on Pat Linger to bring it back to his constituency?

Supervisor Ruso: I can't speak for Pat. I'm not gonna speak for Pat. I mean you can ask him so.

Ellie Alfeld: I have never found any fault with Pat Linger's giving us very good information where the Town of New Baltimore is concerned to the County. I'm not holding him responsible, I'm hold the Board responsible to keep us in the loop. Thank you.

Supervisor Ruso: And by the way there was only two members of the Board at that and you cannot or should not well recommended have three or more Board members present at a nonBoard public meeting. Some of you will learn that. We can go out in pairs, but we can't go out in threes.

Deputy Supervisor Dellisanti: When was the first public meeting on this?

Supervisor Ruso: I believe it was October 1, 2013.

Deputy Supervisor Dellisanti: Thank you.

Supervisor Ruso: It's been around for ten years and again 40-some public hearings.

Councilmember Boehlke: Well not only that, but, Jeff, this is the second transmission line that's gone down the CSX-Conrail right-of-way. There's two fiber optic lines that went down

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and they do the same thing. They bore underneath the crossings. They may have to skip off with the railroad right-of-way and then they have to deal with the individual property owners.

Ellie Alfeld: And I was made aware that they will be working sometimes until 9 or 10:00 at night okay. This disrupts...

Supervisor Ruso: That's not information that I have. I don't have that. We'll see. The because this was initially supposed to be done by the end of 2022 so you can take this as you wish. It's 7PM is their limit.

Ellie Alfeld: Well, that's not the paperwork I got from them.

Supervisor Ruso and George McHugh, Esq.: It's on here.

George McHugh, Esq.: It's a notice.

Ellie Alfeld: I want a copy of that.

Supervisor Ruso: Here, why not.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 136-2023
NOVEMBER 13, 2023

**RESOLUTION TO APPROVE THE INSTALLATION OF A NEW STREET
LIGHT IN LIGHTING DISTRICT #1**

WHEREAS a "Street Lighting Authority Order" has been submitted to the Town by Central Hudson, and,

WHEREAS the proposed streetlight is a LED Cobra 13000 that will be installed on Pole # 128337 on Route 144 which is in Lighting District #1,

THEREFORE, BE IT RESOLVED that the Town Supervisor is authorized to sign the aforementioned "Street Lighting Authority Order."

Motion by Supervisor Ruso seconded by Councilmember VanEtten

Supervisor Ruso: For informational purposes I will tell you that it's located near the northwest corner of the Reformed Church and 144 it's the best description I can give.

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 137-2023
NOVEMBER 13, 2023

**RESOLUTION TO APPROVE THE RECORD OF ACTIVITIES FROM
JANUARY 1, 2019 THROUGH AUGUST 31 2023 SUBMITTED BY TOWN
ATTORNEY MCHUGH**

TOWN OF NEW BALTIMORE **Draft 11/22/2023**
COUNTY OF GREENE **Adopted 11/27/2023**
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WHEREAS Town Attorney George McHugh has submitted a “Record of Activities” as required by the New York State and Local Retirement System; and,

WHEREAS the submission, indicated on form RS 2417-A “Standard Workday and Reporting for Elected and Appointed Officials” dated November 13, 2023.

THEREFORE, BE IT RESOLVED that the Town Board authorizes the Town Clerk to sign the RS 2417-A to the NYSLRS and post a copy of this resolution and form 2417-A on the Official Town of New Baltimore Bulletin Board for not less than thirty days.

Motion by Supervisor Ruso seconded by Councilmember Boehlke

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

Supervisor Ruso: Now we’ve got a couple of other Motions that need to be made here, they’re not in the form of resolutions, but our Town Historian has requested that he utilize half of the bulletin board at Cornell Park for display of copies of photographs, historical photographs. So I’ll make a Motion to allow the Town Historian to post the phototographs, historical photographs at Cornell Park. Do I have a second?

Councilmember VanEtten: I’ll second

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

Supervisor Ruso: I’ll make another Motion the New Baltimore Fire District is requesting the use of Town property behind the Highway Department for more drills and so that are looking to do this on November 22, November 27, December 4, and December 11. So I’ll make a Motion to approve the New Baltimore Fire Department to use the area of Town property behind the Highway building on November 22, November 27, December 4, and December 11. I’ll amend that to the 20th. I’ll make that Motion.

Councilmember VanEtten: I’ll second.

AYES: Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 138-2023

NOVEMBER 13, 2023

RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY AUDITED CLAIMS

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

TOWN OF NEW BALTIMORE **Draft 11/22/2023**
COUNTY OF GREENE **Adopted 11/27/2023**
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WHEREAS the Town Board has audited claims 2023-11-01 to 2023-11-68, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2023-11-01 to 2023-11-68,

BE IT FURTHER RESOLVED that the Town Clerk will prepare an Abstract and hold it for public review until December 31, 2023.

Motion by Supervisor Ruso seconded by Councilmember Irving and Downes

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

General \$58,998.55, Highway \$58,287.90, Sewer 1 \$4,842.12, Sewer 2 \$246.95, Water 2 \$2,323.23, Streetlighting 1 \$2,236.68, Streetlighting 2 \$309.08, Total \$127,244.51

Upcoming Meetings

- November 27, 2023 Town Board Work Meeting at 7 PM
- December 5, 2023 Zoning Board of Appeals at 7:30 PM (If Needed)
- December 7, 2023 Planning Board Meeting at 7 PM
- December 11, 2023 Town Board Regular Meeting at 7 PM
- December 25, 2023 Merry Christmas
- December 27, 2022 Town Board Work Meeting at 7 PM

Public Comment Period/Community Events

Town Clerk Finke: Someone dropped off a Christmas by the River 2023 in Coxsackie December 31-4, A Winter Weekend in Coxsackie Parade of Lights, Friday, December 1 6:30; A Spirited Christmas History Walk, December 2, Tour Times 5:00, 5:30, 6:00. And 6:30; and Christmas by the River. They are hanging out on the sign board.

Supervisor Ruso: Don't anyone forget. What's the date of our Christmas party?

Ellie Alfeld: The 6th.

Adjournment

Motion by Councilmember Downes seconded by Councilmember VanEtten, the meeting was adjourned at 7:33 PM

AYES: Ruso, Boehlke, Downes, Irving, VanEtten

NAYS:

ABSTAIN:

ABSENT:

Motion Carried

Respectfully Submitted,

Barbara M. Finke RMC CTO
Town Clerk