

TOWN BOARD AGENDA

June 23, 2022

CALL TO ORDER 7:00 PM

Boardroom
Supervisor Farnholz
Pledge of Allegiance

APPROVAL OF MINUTES _____ 2ND _____ 06/09/2022

OLD BUSINESS:

1. Elections Forensic Audit – Resolution [Tabled from mtg of 6/9]

NEW BUSINESS:

1. Decommissioning Bond – AES Route 5 Solar
2. Fireworks Display – Jam at the Ridge – July 3rd

COMMITTEE REPORTS:

Highway:	Stauffer/Johnson
Clerk:	Canfield
Assessment:	Kirsch
Code Enforcement:	Steinbrenner/Risewick/Podolak
Parks & Recreation:	Farnholz
Insurance:	Armitage
Building: <i>Basement Issues</i>	Armitage, Fox
Cemetery:	Paddock
Utilities:	Paddock, Fox
IT:	Farnholz
Transfer Station:	Johnson
Courts:	Armitage
Fire Commission:	Johnson
Ambulance:	Johnson
GAM/Spvsr:	Farnholz, Fox

PUBLIC COMMENTS:

EXECUTIVE SESSION:

AUTHORIZATION TO PAY BILLS – By: _____ 2nd _____

MOTION TO ADJOURN AT _____ PM By: _____ 2nd _____

DECOMMISSIONING BOND

KNOW ALL BY THESE PRESENTS: That we, [REDACTED] as Principal, and [REDACTED], an [REDACTED] corporation duly authorized under the laws of the State of [REDACTED], as Surety, are held and firmly bound unto [REDACTED], as Obligee in the maximum aggregate penal sum of [REDACTED] Dollars (\$[REDACTED].00), lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to complete decommissioning in accordance with the [REDACTED], which said agreement, dated [REDACTED], is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of the decommissioning referred to in said agreement.

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

Provided further, that if the Principal fails to respond to the Obligee's notice of default or fails to perform its Decommissioning responsibilities as outlined in said agreement the Surety shall promptly and at the Surety's election and expense take one of the following actions:

1. Arrange for the Principal, with consent of the Obligee, to perform and complete the Decommissioning; or
2. Undertake to perform and complete the Decommissioning itself, through its agents or through independent contractors; or
3. Waive its right to perform the Decommissioning and forfeit the full bond penalty to the Obligee.

The surety may cancel this bond at any time by giving the Obligee sixty (60) days written notice of its desire to be relieved of Liability. Should the Principal fail to provide a replacement bond or alternate financial assurance acceptable to the Obligee within thirty (30) days of the receipt by the Obligee of the Notice of Cancellation, the surety may choose to reinstate this bond, otherwise the Surety will be in default and shall forfeit the full Penal Sum of this Bond to Obligee.

Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Obligee be obligated for the payment thereof.