

Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



John D. Ganther, Jr., Council Member
Francis R. Potter, Council Member
Jeffrey Senecal, Council Member
William Wenzel, Council Member

5853 Western Turnpike
Duaneburg, New York 12056

Town of Duaneburg

Schenectady County

P# 518-895-8920
F# 518-895-8171

Thursday, June 24, 2021

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Continuation of Public Hearing: Proposed Local Law 1 of 2021 entitled "Solar Energy Facilities Law".

Continuation of Public Hearing: Proposed Local Law 2 of 2021 entitled "A Local Law amending the Town of Duaneburg Zoning Ordinance with Respect to Commercial Event Venues".

Approval of minutes for: Town Board Meeting on Thursday June 10, 2021

Payment of Claims

Committee Reports

Highway
Public Safety
Park
Sewer Districts #1, 2 & 3
IT

Business Meeting:

- 1. Motion to approve Change Order No. 1 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.**
- 2. Motion to approve Professional Services Invoice No. 15 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of \$28,613.98.**
- 3. Motion to approve Contractor Invoice No. 2 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the**

funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of \$194,132.50.

- 4. Motion to approve and authorize the Town Supervisor to sign the revised Visual Screening Agreement.**
- 5. Motion to accept the resignation of Tom Rulison as a Planning Board member. approve and authorize the Town Supervisor to sign the revised Visual Screening Agreement.**
- 6. Motion to appoint Michael Harris as Vice Chairman of the Planning Board.**
- 7. Motion to appoint Michael Santulli as a Planning Board member.**
- 8. Motion to appoint Matthew Hoffman as a Planning Board member.**
- 9. Motion to appoint Michael Walpole as a Planning Board member.**

Privilege of the Floor:

Comments are limited to 5 minutes per person. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

In accordance with current Executive Orders, the regular Town Board of the Town of Duaneburg June 10, 2021 meeting at 7:00 p.m. will be held via videoconferencing/teleconference utilizing the Zoom Application. You will have an opportunity to see and hear the meeting live and provide your comments via the chat session that will be part of the meeting.

If you have a computer, tablet, or smartphone, you join and hear the audio and see the video of the live meeting. You can also access the meeting via phone as described below and listen to the meeting as a teleconference. The meeting will be recorded and later transcribed in accordance with Executive Order 202.1.

Join Zoom Meeting

<https://us02web.zoom.us/j/86972806349>

Meeting ID: 869 7280 6349

Passcode: 944206

Dial in by Phone: 1-646-558-8656

Meeting ID: 869 7280 6349

Passcode: 944206

PLEASE TAKE NOTICE, that the Town Board of the Town of Duaneburg, New York, will meet at the Town Offices of Duaneburg, 5853 Western Turnpike, on **Thursday, June 10, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law 2 of 2021 entitled "A Local Law Amending the Town of Duaneburg Zoning Ordinance with Respect to Commercial Event Venues." The proposed local law would amend the zoning law to allow commercial events to occur in existing appropriate structures in all Zoning Districts of the Town, with the exception of the L-2 District, upon issuance of a special use permit by the Town Planning Board. The purpose of the local law is to regulate such events to ensure that they are consistent with public health, safety and welfare and to address any environmental impacts associated with the operation of commercial event venues.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

TOWN OF DUANESBURG LOCAL LAW NO. 2 OF 2021

**A LOCAL LAW AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE
WITH RESPECT TO COMMERCIAL EVENT VENUES**

BE IT ENACTED by the Town Board of the Town of Duanesburg in the County of Schenectady as follows:

Section 1. Title of the Local Law.

This local law shall be entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues."

Section 2. Authorization.

This local law is enacted pursuant to the Municipal Home Rule Law and Article 16 of the Town Law of the State of New York.

Section 3. Purpose.

The purpose of this local law is to allow within the Town of Duanesburg in all but the L-1 and L-2 Districts, the conversion and use of existing structures for temporary events such as weddings, anniversaries, graduation parties, and other similar reasons on a commercial basis. The Town Zoning Ordinance currently addresses mass gatherings but does not address smaller commercial events that may be held in existing structures and/or tents, including Bed and Breakfasts, Agricultural Barns or other accessory structures. Use of Fire Halls, Churches and other buildings already rated for public assemblies for such events is not in any way restricted by the adoption of these regulations which pertain to commercial temporary events. Use of homes and properties on a non-commercial basis for such events is also exempted from the requirements of this local law.

Where an existing structure is going to be used for commercial events the goal is to balance the impacts of such events on the surrounding neighbors and to ensure that the events are carefully regulated to address impacts related to noise, property maintenance, traffic, public health, welfare and safety.

Section 4. Zoning Ordinance Amendment

The Zoning Ordinance is amended to reflect and include the following:

§ 1-1 Standards.

- A. The Planning Board may grant a special use permit to allow the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like in all zoning districts in the Town

with the exception of the L-1 and L-2 Districts, provided that the Planning Board finds that all of the following conditions and standards have been met for the conversion of each existing structure for such purposes and that the structure/event venue:

1. Will comply with applicable legal requirements, will be consistent with the purposes of the district in which it is located and has been given due consideration by the Planning Board.
2. Will not result in excessive off-premises noise, dust, odors, solid waste or glare, or create any public or private nuisances.
3. Will not cause significant traffic congestion, impair pedestrian safety, or overload existing roads, considering their current width, surfacing, condition and any proposed improvements made to them by the applicant.
4. Will be suitable for the proposed action considering the property's size, location, topography, vegetation, soils, natural habitat, hydrology, and its ability to be buffered or screened from neighboring properties and public roads.

§ 1-2 Decision.

The Planning Board may approve the application, approve it subject to modifications, or disapprove the application.

- A. Decision. Any decision by the Planning Board to grant or deny a special use permit shall include either a negative declaration of environmental significance or a written SEQRA findings statement consistent with the requirements of SEQRA. The decision shall contain a statement of its findings regarding the appropriateness of the use so authorized and the conditions required in the special use permit, or its reasons for denial. In granting any approval, the Planning Board shall impose any conditions that may be necessary to ensure that the proposed use will be compatible with its surroundings.
- B. Quantity of Events. The number of events that can be held at a location may be limited at the discretion of the Planning Board depending upon the facts and circumstances of the application.
- C. The Planning Board shall attach to the special use permit such conditions and restrictions as are deemed necessary. Upon its granting of said special use permit, any such conditions must be met by the Applicant prior to the issuance of any permits by the Building Inspector and throughout the operation of the event venue. The special use permit for events may be reviewed at the discretion of the Planning Board on a yearly basis.

§ 2 Event Venue.

§ 2-1 Use Standards.

An event venue must demonstrate compliance with the following standards in addition to the special use standards in § 1-1.

- A. The event venue shall be located on a site with a minimum of five acres.
- B. The site of the event venue shall have at least two means of egress, at least one of which is adequate for emergency vehicles, as determined by the Planning Board in consultation

with emergency responders based on its width, length, surface and ability to support the gross vehicle axle weight of emergency vehicles.

- C. The maximum number of attendees at the event venue shall be 100.
- D. The applicant shall demonstrate that all required parking can be accommodated on-site. This requirement shall not preclude an event venue from utilizing shuttle buses or other methods of guest transportation.
- E. The applicant shall also submit a traffic study showing that the roadways around, entering and leaving the event venue have sufficient capacity and are safe to accommodate the event venue.
- F. All events shall be provided with adequate potable water and sanitary facilities as required by the Planning Board, Building Inspector and/or the NYS Department of Health.
- G. The Planning Board shall require appropriate buffers between the event venue and adjoining properties, given the size of parcel, the natural topography and vegetative cover.
- H. The event will not make, continue, cause, or permit, unreasonably intrusive noise. Standards to be considered in determining whether an unreasonably intrusive noise exists include, but are not limited to, the following:
 - a. The volume of the noise.
 - b. The frequency of the noise.
 - c. The time of day of the noise.
 - d. The proximity to any residential, educational, medical, or religious facility.
 - e. The duration of the noise.
- I. Maximum Sound Levels.
 - a. Events may only take place between the hours of 9:00 AM to 9:00 PM, and at no time may the maximum sound level exceed 70 decibels at any of the property boundaries.
 - b. The measurement of any sound or noise shall be made with a sound-level meter using the A-weighted scale and slow response, except for sounds or noises which occur in single or multiple bursts with a duration of less than one second, for which fast response shall be used. The sound level determination or measurement shall be conducted not nearer to the sound source than the closest property line of the parcel on which such noise is generated, except where otherwise specified by the Planning Board.
- J. Seating for events may occur outdoors, under a fabric structure temporarily constructed on the property, or in an event structure meeting the standards in § 2-3 below.
- K. Locations for proposed temporary fabric structures must be included on the site plan. All buildings and structures, including fabric structures, to be used as part of the event venue shall, where required, obtain a certificate of occupancy for their intended uses, including an event structure meeting the standards in § 2-3 below.
- L. The Planning Board shall determine the permitted hours of operation of an event venue. Events shall commence no earlier than 9:00 AM and shall terminate no later than 9:00 PM Sundays through Saturdays. The Planning Board shall also have the power to modify the commencement and termination times for a particular site based upon the specifics of the application before it as long as the modifications do not impact the health, safety and

welfare of the neighborhood and the surrounding community. For purposes of this section, "termination" shall mean the termination of food, drinks, service and entertainment, with the understanding that attendees and servers will need a reasonable amount of time after termination to exit the premises. A generic event management plan shall be prepared and submitted to the Planning Board for review and approval as part of the special use permit review. The plan shall include provisions for traffic and parking management, hours of operation, noise abatement, sanitary facilities and maximum number of guests. The plan shall also include a list of contacts for emergency situations to be used by the guests and shall be provided at each event along with the legal name and address of an emergency contact person at the site shall also be provided.

§ 2-3. Event Structures.

Event venues may utilize former residential, agricultural or accessory structures as a place of public assembly, such as a barn, house or garage, provided the following criteria are satisfied:

- A. The use of any structure for events shall be permitted only after the issuance of a building permit and a certificate of occupancy for public assembly by the Town's Building Inspector.
- B. The applicant shall provide the Building Inspector with a plan prepared by a registered licensed design professional to improve the structure to be used for events to enable the structure to obtain a certificate of occupancy for an assembly area, where none exists. A copy of the plan shall also be submitted to the Planning Board as part of special use permit and site plan review.
- C. The occupancy of the event structure shall not exceed occupancy load and exiting provisions of the New York State Uniform Code and those occupancy load limits shall be posted at the premises by the Town's Building Inspector.

§ 2-4. Special Use Permit.

- A. The special use permit and site plan for an event venue must include:
 1. The maximum number of attendees permitted during any event, but in no event greater than 100 attendees.
 2. The hours of operation of the special event venue and whether amplified sound is permitted either outside or inside or both.
 3. Any other conditions on operation, design and layout reasonably necessary to ensure compatibility with surrounding uses and to protect the natural, historic and scenic resources of the Town.
 4. Items in Subsection A(1) through (3) above shall be determined by the Planning Board based on the size of the parcel, location, topography, parking, proximity of neighbors, emergency access and the ability of existing and proposed buffers to provide sound attenuation and visual screening.
 5. This permit is allowed in all districts except L-1 and L-2.

6. Trash and other debris shall be stored in containers with lids. Any blowing trash shall not accumulate on any neighboring properties and all trash generated from the event must be removed no later than noon on the day following the event.

B. Once a special use permit has been granted to permit an event venue at a particular site, individual events may be held at the site without further review by the Planning Board as long as such events are compliant with § 2-1 and with all the conditions of the special use permit and other approvals issued by the Town.

Section 5. Supersession.

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statutes are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

Section 6. Severability.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 7. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York Secretary of State in accordance with Municipal Home Rule Law § 27.

TOWN OF DUANESBURG LOCAL LAW NO. 2 OF 2021

**A LOCAL LAW AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE
WITH RESPECT TO COMMERCIAL EVENT VENUES**

BE IT ENACTED by the Town Board of the Town of Duanesburg in the County of Schenectady as follows:

Section 1. Title of the Local Law.

This local law shall be entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues."

Section 2. Authorization.

This local law is enacted pursuant to the Municipal Home Rule Law and Article 16 of the Town Law of the State of New York.

Section 3. Purpose.

The purpose of this local law is to allow within the Town of Duanesburg in all but the L-1 and L-2 Districts, the conversion and use of existing structures for temporary events such as weddings, anniversaries, graduation parties, and other similar ~~reasons~~ occasions on a commercial basis. The Town Zoning Ordinance currently addresses mass gatherings but does not address smaller commercial events that may be held in existing structures and/or tents, including Bed and Breakfasts, Agricultural Barns or other accessory structures. Use of Fire Halls, Churches and other buildings already rated for public assemblies for such events is not in any way restricted by the adoption of these regulations which pertain to commercial temporary events. Use of homes and properties on a non-commercial basis for such events is also exempted from the requirements of this local law. For purposes of commercial event venues in the L-1 -District, the intent is to allow such events -in conjunction with approved Bed and Breakfast uses only.

Where an existing structure is going to be used for commercial events the goal is to balance the impacts of such events on the surrounding neighbors and to ensure that the events are carefully regulated to address impacts related to noise, property maintenance, traffic, public health, welfare and safety.

Section 4. Zoning Ordinance Amendment

The Zoning Ordinance is amended to reflect and include the following:

§ 1-1 Applicability.

- A. This section shall apply to the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like in all zoning districts in the Town, with the exception of the L-2 District.
- B. With regard to the L-1 District, such events shall only be permitted in conjunction with approved Bend and Breakfast uses only.
- C. This section shall not apply to a facility that has been granted a special use permit to hold mass-a-mass gatherings as defined under the Town Zoning Code.
- D. This section shall not prohibit the Planning Board from approving a special use permit for a project in any Zoning District, except the L-2 District, where the only access to the property is through another Zoning District the L-1 or L-2 District.

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§ 1-2 Definitions.

- A. For purposes of this local law, the term "commercial" shall mean any use related to doing business or for a business purposes.

§ 1-3+ Standards.

- A. The Planning Board may grant a special use permit to allow the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like, pursuant to 1-1, in all zoning districts in the Town with the exception of the L-1 and L-2 Districts, provided that the Planning Board finds that all of the following conditions and standards have been met for the conversion of each existing structure for such purposes and that the structure/event venue:
 - 1. Will comply with applicable legal requirements, will be consistent with the purposes of the district in which it is located and has been given due consideration by the Planning Board.
 - 2. Will not result in excessive off-premises noise, dust, odors, solid waste nor glare lighting, or create any public or private nuisances.
 - 3. Will not cause significant traffic congestion, will provide adequate parkingparking, will not impair pedestrian safety, will not adversely impact emergency services accessibility or overload existing roads, considering their current width, surfacing, condition and any proposed improvements made to them by the applicant.
 - 4. Will be suitable for the proposed action considering the property's size, location, topography, vegetation, soils, natural habitat, hydrology, and its ability to be buffered or screened from neighboring properties and public roads.

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§ 1-42 Decision.

The Planning Board may approve the application, approve it subject to modifications, or disapprove the application.

- A. Decision. Any decision by the Planning Board to grant or deny a special use permit shall include either a negative declaration of environmental significance or a written SEQRA findings statement consistent with the requirements of SEQRA. The decision shall contain a statement of its findings regarding the appropriateness of the use so authorized and the conditions required in the special use permit, or its reasons for denial. In granting any approval, the Planning Board shall impose any conditions that may be necessary to ensure that the proposed use will be compatible with its surroundings.
- B. Quantity of Events. The number of events that can be held at a location may be limited at the discretion of the Planning Board depending upon the facts and circumstances of the application.
- C. The Planning Board shall attach to the special use permit such conditions and restrictions as are deemed necessary. Upon its granting of said special use permit, any such conditions must be met by the Applicant prior to the issuance of any permits by the Building Inspector and throughout the operation of the event venue. The special use permit for events may be reviewed at the discretion of the Planning Board on a yearly basis.

§ 2 Event Venue.

§ 2-1 Use Standards.

An event venue must demonstrate compliance with the following standards in addition to the special use standards in § 1-4.3.

- A. The event venue shall be located on a site with a minimum of five acres, unless the venue includes a permitted bed and breakfast or hotel/motel type facility.
- B. The site of the event venue shall have at least two means of egress, at least one of which is adequate for emergency vehicles, as determined by the Planning Board in consultation with emergency responders based on its width, length, surface and ability to support the gross vehicle axle weight of emergency vehicles.
- C. The maximum number of attendees at the event venue shall be ~~400~~200.
- D. The applicant shall demonstrate that all required parking can be accommodated on-site. This requirement shall not preclude an event venue from utilizing shuttle buses or other methods of guest transportation.
- E. The applicant shall also submit a traffic study showing that the roadways around, entering and leaving the event venue have sufficient capacity and are safe to accommodate the event venue including event attendees and support employee vehicles as well as emergency vehicles.
- F. All events shall be provided with adequate potable water and sanitary facilities as required by the Planning Board, Building Inspector and/or the NYS Department of Health.
- G. The Planning Board shall require appropriate buffers between the event venue and adjoining properties, given the size of parcel, the natural topography and vegetative cover.

- H. The event will not make, continue, cause, or permit, unreasonably intrusive noise. Standards to be considered in determining whether an unreasonably intrusive noise exists include, but are not limited to, the following:
- a. The volume of the noise.
 - b. The frequency of the noise.
 - c. The time of day of the noise.
 - d. The proximity to any residential, educational, medical, or religious facility.
 - e. The duration of the noise.
- I. Maximum Sound Levels.
- a. ~~Events may only take place between the hours of 9:00 AM to 9:00 PM, except where otherwise specified by the Planning Board.~~
 - ~~a.b., and a~~ At no time may the maximum sound level exceed 70 decibels measured at any of the property boundaries or at the closest residential receptor, as determined by the Planning Board.
 - ~~b.c.~~ The measurement of any sound or noise shall be made with a sound-level meter using the A-weighted scale and slow response, except for sounds or noises which occur in single or multiple bursts with a duration of less than one second, for which fast response shall be used. The sound level determination or measurement shall be conducted not nearer to the sound source than the closest property line of the parcel on which such noise is generated, except where otherwise specified by the Planning Board.
- J. Seating for events may occur outdoors, under a fabric structure temporarily constructed on the property, or in an event structure meeting the standards in § 2-3 below.
- K. Locations for proposed temporary fabric structures must be included on the site plan. All buildings and structures, including fabric structures, to be used as part of the event venue shall, where required, obtain a certificate of occupancy for their intended uses, including an event structure meeting the standards in § 2-3 below.
- L. The Planning Board shall determine the permitted hours of operation of an event venue. Events shall commence no earlier than 9:00 AM and shall terminate no later than 9:00 PM ~~Sundays through Saturdays.~~ The Planning Board shall also have the power to modify the commencement and termination times for a particular site based upon the specifics of the application before it as long as the modifications do not impact the health, safety and welfare of the neighborhood and the surrounding community. For purposes of this section, "termination" shall mean the termination of food, drinks, service and entertainment, with the understanding that attendees and servers will need a reasonable amount of time after termination to exit the premises. A generic event management plan shall be prepared and submitted to the Planning Board for review and approval as part of the special use permit review. The plan shall include provisions for traffic and parking management, hours of operation, noise abatement, sanitary facilities and maximum number of guests. The plan shall also include a list of contacts for emergency situations to be used by the guests and shall be provided at each event along with the legal name and address of an emergency contact person at the site shall also be provided.

§ 2-3. Event Structures.

Event venues may utilize new structures or former residential, agricultural or accessory structures as a place of public assembly, such as a barn, house or garage, provided the following criteria are satisfied:

- A. The use of any structure for events shall be permitted only after the issuance of a building permit and a certificate of occupancy for public assembly by the Town's Building Inspector.
- B. The applicant shall provide the Building Inspector with a plan prepared by a registered licensed design professional to improve the structure to be used for events to enable the structure to obtain a certificate of occupancy for an assembly area, where none exists. A copy of the plan shall also be submitted to the Planning Board as part of special use permit and site plan review.
- C. The occupancy of the event structure shall not exceed occupancy load and exiting provisions of the New York State Uniform Code and those occupancy load limits shall be posted at the premises by the Town's Building Inspector.

§ 2-4. Special Use Permit.

- A. The special use permit and site plan for an event venue must include:
 1. The maximum number of attendees permitted during any event, but in no event greater than ~~400~~200 attendees.
 2. The hours of operation of the special event venue and whether amplified sound is permitted either outside or inside or both.
 3. Any other conditions on operation, design and layout reasonably necessary to ensure compatibility with surrounding uses and to protect the natural, historic and scenic resources of the Town.
 4. Items in Subsection A(1) through (3) above shall be determined by the Planning Board based on the size of the parcel, location, topography, parking, proximity of neighbors, emergency access and the ability of existing and proposed buffers to provide sound attenuation and visual screening.
 5. This permit is allowed in all districts except ~~the L-1 and L-2.~~ In the L-1 District such events are allowed by special permit only at a Bed and Breakfast that has received all necessary approvals from the Town to operate in the Town.
 6. Trash and other debris shall be stored in containers with lids. Any blowing trash shall not accumulate on any neighboring properties and all trash generated from the event must be removed no later than noon on the day following the event.
- B. Once a special use permit has been granted to permit an event venue at a particular site, individual events may be held at the site without further review by the Planning Board as long as such events are compliant with § 2-1 and with all the conditions of the special use permit and other approvals issued by the Town.

Section 5. Supersession.

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statutes are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

Section 6. Severability.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 7. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York Secretary of State in accordance with Municipal Home Rule Law § 27.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

In accordance with current Executive Orders, the regular Town Board of the Town of Duanesburg June 10, 2021 meeting at 7:00 p.m. will be held via videoconferencing/teleconference utilizing the Zoom Application. You will have an opportunity to see and hear the meeting live and provide your comments via the chat session that will be part of the meeting.

If you have a computer, tablet, or smartphone, you join and hear the audio and see the video of the live meeting. You can also access the meeting via phone as described below and listen to the meeting as a teleconference. The meeting will be recorded and later transcribed in accordance with Executive Order 202.1.

Join Zoom Meeting

<https://us02web.zoom.us/j/86972806349>

Meeting ID: 869 7280 6349

Passcode: 944206

Dial in by Phone: 1-646-558-8656

Meeting ID: 869 7280 6349

Passcode: 944206

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, June 10, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law 1 of 2021 entitled "Solar Energy Facilities Law." The proposed local law would repeal and replace Local Law No. 1 of 2016 and would increase and improve the requirements to construct and operate Major Solar Energy Systems in the Town related to visual impact evaluation and screening and buffers, including setting forth additional decommissioning and financial security requirements, among others.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

**SOLAR ENERGY FACILITIES LAW
TOWN OF DUANESBURG
LOCAL LAW No. 1 OF 2021**

BE IT ENACTED by the Town Board of the Town of Duanesburg, in the County of Schenectady, as follows:

SECTION ONE. TITLE.

This local law shall be known as the “Solar Energy Facilities Law,” and shall repeal and replace Local Law No. 1 of the year 2016.

SECTION TWO. PURPOSE.

The purpose of this local law shall be to adopt a local law regarding the review of solar energy facilities and to amend the Town of Duanesburg Zoning Ordinance by providing for the siting, development and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts to adjoining properties while promoting development of renewable energy resources.

SECTION THREE. AUTHORITY.

This local law is adopted pursuant to sections 10 and 22 of the Municipal Home Rule Law.

SECTION FOUR. ADOPTING THE SOLAR ENERGY FACILITIES LAW AND AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE.

The Town of Duanesburg Code and Zoning Ordinance are hereby amended as follows:

1. Definitions.
 - a. Solar Energy System—A solar photovoltaic collection device and equipment that uses solar radiation to generate energy.
 - b. Solar Energy Equipment—Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.
 - c. Solar Energy System, Accessory —a roof or ground mounted solar energy system designed to supply energy for a principal use on a residential or commercial parcel and containing Solar Energy Equipment.
 - d. Solar Energy System, Major —a ground or roof mounted solar energy system that produces power to be sold to off-site customers.

- e. Tree-Clear-Cutting -- any cutting of trees over six inches in diameter at breast height where the average residual basal area of trees over six inches in diameter at breast height remaining after such cutting is less than 30 square feet per acre.
 - f. Glare -- the effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.
 - g. Solar Panel-- A photovoltaic device capable of collecting and converting solar energy into electricity.
 - h. Solar Storage Battery-- A device that stores solar energy and makes it available in an electrical form.
2. Solar Energy System, Accessory. An accessory solar energy system shall comply with the following requirements:
- a. A ground-mounted accessory solar energy system shall comply with the setback and height requirements for a major accessory structure in the zoning district in which it is located.
 - b. A roof-mounted accessory solar energy system shall be mounted as flush as possible to the roof. To achieve proper solar orientation, panels may exceed the roofline by five feet.
 - c. The requirements set forth below in (3)(a) – (g), with the exception that for the Solar Energy System, Accessory, ground mounted, a minimum perimeter buffer of 25 feet may be acceptable at the discretion of the Planning Board where sufficient screening exists or is proposed to screen the views of any ground mounted solar panels or equipment from surrounding properties.
3. Solar Energy System, Major. A major solar energy system shall comply with the following requirements:
- a. All electrical and control equipment, including any battery and storage cells, shall be labeled and secured to prevent unauthorized access. Such equipment shall be enclosed with a seven feet high fence as required by the National Electrical Code.
 - b. Signs. Warning signage shall be placed on solar equipment to the extent appropriate. Solar equipment shall not be used for displaying any advertising. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except: (a) manufacturer's or installer's identification; (b) appropriate warning signs and placards; (c) signs that may be required by a federal or State agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger.

- c. Buffer/screening. A minimum one hundred feet perimeter buffer, consisting of natural and undisturbed vegetation, shall be provided around all mechanical equipment and solar panel arrays to provide screening to adjacent properties and to minimize glare on adjacent properties and roadways. Where the natural and undisturbed vegetation does not screen the views from the mechanical equipment and solar panel arrays, the Applicant may propose to enhance the perimeter buffer to improve its ability to screen the views.
- d. Glare. Solar panels shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent buildings, properties or roadways. Exterior surfaces of roof-mounted collectors and related equipment shall have a non-reflective finish and shall be color-coordinated to harmonize with roof materials and other dominant colors of the structure.
- e. Evergreen tree plantings may be required to screen portions of the site from nearby residential property, public roads, and from public sites known to include important views or vistas.
- f. Existing on-site vegetation shall be preserved to the maximum extent practicable. Clear cutting of all trees in a single contiguous area exceeding 20,000 square feet shall be prohibited. This clearing restriction shall not apply to trees cleared for the access road.
- g. Height. Ground-mounted arrays shall not exceed fifteen (15) feet in height when oriented at maximum tilt.
- h. Lot coverage. A major solar energy system shall not exceed 60 percent lot coverage. Lot coverage shall be defined as the area measured from the outer edge(s) of the arrays, inverters, batteries, storage cells and all other mechanical equipment used to create solar energy, exclusive of fencing and roadways.
- i. Site disturbance, including but not limited to, grading, soil removal, excavation, soil compaction, and tree removal in connection with installation of solar energy facilities, including ground-mounted systems, shall be minimized to the extent practicable. Forested sites shall not be deforested to construct solar energy facilities.
- j. Noise. Substations and inverters shall be set back a minimum distance to achieve no discernable difference from existing noise levels at the property line.
- k. Setbacks. Any structures and equipment shall not be placed in the one hundred feet perimeter buffer with the exception of the access road and the electrical transmission lines and poles connecting the facility to the grid, as well as the stormwater structures and fencing associated with the access road and the electrical transmission lines. Additional setbacks may be required by the Planning Board to adequately buffer adjoining properties and scenic roadways.

1. Access and parking. A road and parking will be provided to assure adequate emergency and service access. Maximum use of existing roads, public or private, shall be made. Any proposed new access road will be reviewed for fire safety purposes by the Town Building Inspector and the Chief of the Fire Company that serves the area containing the property.

4. Abandonment. An owner or operator of a major solar energy system that has not generated electricity for a period of six (6) consecutive months must notify the Town Supervisor and the Town Building Inspector in writing that the system is no longer operating. If the system ceases to operate for an additional twelve (12) consecutive months the system shall be deemed to be abandoned and shall be decommissioned within six months by the owner or operator. A decommissioning plan shall be submitted as part of the special use permit application to the Planning Board. The decommissioning plan shall include, but not be limited to, the following requirements: the plan must be signed by the owner and/or operator of the Solar Energy System and shall be submitted by the applicant, addressing the following:
 - a. The cost of removing the entire Solar Energy System shall be estimated based upon prevailing wages and any other requirements applicable to municipalities under State or federal law and no salvage value shall be attributed to any of the components of the Solar Energy System and/or the Solar Energy Equipment.
 - b. A schedule and methods for the removal of the Solar Energy System and/or the Solar Energy Equipment, including any ancillary structures.
 - c. The time required to restore the property to its pre-existing condition and to repair any damage caused to the property by the installation and removal of the Solar Energy System.
 - d. A plan for restoring the property to its preinstalled condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing.
 - e. A proposed Decommissioning Agreement which shall be provided by the Applicant and approved by the Town of Duanesburg Town Board. No building permit shall be issued for a Solar Energy System until the Decommissioning Agreement has been negotiated between the Applicant and the Town Board, has been approved by the Town Board and has been fully executed.

5. Security.

- a. The deposit, executions, or filing with the Town Clerk of cash, bond, or other form of security reasonably acceptable to the Town Board and/or the professional engineer advising the Town, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125% of the cost of removal of the Solar Energy System and restoration of the property with an escalator of 2 % annually for the life of the Solar Energy System. The Decommissioning Agreement shall specify the amount of the bond and the form of the bond or equivalent financial security. No building permit shall be issued until the bond or equivalent financial security is in full force and effect and has been provided to the Town Clerk.
- b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until ninety (90) days after the restoration of the property as set forth in the decommissioning plan is completed.
- c. In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section 10(b) and 10(c) herein.
 - (1) A schedule and methods for the removal of the solar energy system from the lot; and
 - (2) A plan for restoring the property to its preinstalled condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties.

6 Approvals Required: a. Prior to installing a solar energy system accessory, a building permit shall be obtained from the Uniform Code Enforcement Officer of the Town of Duanesburg pursuant to the requirements set forth in Section 14.3.

- b. Prior to installing a Solar Energy System Major, the applicant shall obtain site plan approval and a special use permit from the Town of Duanesburg Planning Board. A Solar Energy System Major shall only be permitted by special use permit and site plan approval in the R-2, C-1, and C-2 Zoning Districts. The substantive and procedural requirements for site plan review and special use permit review are set forth in Section 14.6 of the Town of Duanesburg Zoning Ordinance.
- c. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, bond and agreement. A new owner or operator of the Solar Energy System shall

notify the Building Inspector and the Town Supervisor of such change in ownership or operator within 30 days of the ownership change.

7. The Zoning Ordinance shall be amended to add a new section 13.8 which will provide "Solar Energy Facilities. See Solar Energy Facilities Law".

SECTION FIVE. SEQRA DETERMINATION.

The Town Board hereby determines that the adoption of this local law is a type one action that will not have a significant effect on the environment and therefore, no other determination or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

SECTION SIX. EFFECTIVE DATE.

This local law shall become effective upon its filing in the Office of the Secretary of State.

SECTION SEVEN. SEVERABILITY.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

WHEREAS, the Town of Duanesburg Town Board has established Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Delanson Wastewater Treatment Plant (the “Delanson WWTP”) serves Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Town Board retained Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

WHEREAS, Delaware has submitted for approval the attached Change Ordre No. 1 by letter dated June 17, 2021 to increase the Contract Costs by from \$999,999.00 to \$1,055,00.00, an increase of \$56,000; and

WHEREAS, Delaware has advised that the amount is within the contingency for the Project and will not increase the overall project cost.

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Change Order No. 1 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

821-86



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432



ORIGINAL

June 17, 2021

Supervisor Roger Tidball
Town of Duaneburg
5853 Western Turnpike
Duaneburg, NY 12056

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Subj: Change Order #1
Contract No. TD1-G-20 - General

Dear Supervisor Tidball:

We have reviewed the attached Change Order #1 for MCJ Construction LLC, the contractor for the subject project. The change order includes costs associated with removal of rock required to install the various site utilities required for the project. A quantity of approximately seventy cubic yards of rock was measured by our onsite inspector as having to be removed. Rock removal was a bid alternate work item, and a value of \$800 per cubic yard provided at the time of bid. The net cost for rock removal will be \$56,000. This is the final anticipate rock required to be removed for the project. The Change Order increases the contract cost by \$56,000.00. The revised contract total would therefore be \$1,055,000.00. There are sufficient funds in the project contingency budget to cover this cost.

We agree with the cost presented and would recommend the Town approve the change order and authorize signature by the Town Supervisor and submission to NYSEFC for confirmation and release of funds upon requests.

Attached for your files are the following items:

- Partially Executed Change Order #1 along with supporting documentation

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duaneburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\CO#\TD1-G-20 CO1 cl 6-17-21.doc

Enclosures

CC: Town Clerk (w/enclosures)
TD1-G-20 - File (w/enclosures)

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

B 21-96



ORIGINAL

PROJECT: *DELANSON WWTP* CHANGE ORDER NUMBER: *1*
 (name, address) *LONG TERM IMPROVEMENTS*
TOWN OF DUANESBURG DATE: *9-Jun-21*

TO CONTRACTOR: *MCJ CONSTRUCTION LLC* ARCHITECT'S PROJECT NO: *TD1-G-21*
 (name, address) *777 BUNKER HILL ROAD*
MAYFIELD, NY 12117 CONTRACT DATE: *5-Feb-21*

CONTRACT FOR: *General Construction*

The Contract is changed as follows:

Change Order No. 1 includes additional charge for rock removal required to install site utilities

CO1-G-1:

*Additional charge for rock removal required for installation of site utilities
 70 yards of rock excavated from the site to accommodate various utilities
 Contractor provided a bid alternate rate of \$800/cubic yard at the time of bid
 Payment to be based on bid alternate unit rate
 Payment to be 70 yards x \$800 yards = \$56,000*

(See attached sheet for description of changes)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	999,000.00
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	999,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	56,000.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	1,055,000.00

The Contract Time will be (~~increased~~) (~~decreased~~) (~~unchanged~~) by () days
 The date of Substantial Completion as of the date of this Change Order therefore is 15-Nov-21

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Delaware Engineering, D.P.C.

ARCHITECT
55 South Main Street
 Address
Oneonta, NY 13820

BY [Signature]
 DATE 6/10/2021

MCJ Construction LLC

CONTRACTOR
777 Bunker Hill Road
 Address
Mayfield, NY 12117

BY [Signature]
 DATE June 10, 2021

Town of Duanesburg

OWNER
5853 Western Turnpike
 Address
Duanesburg, NY 12056

BY _____
 DATE _____

Dale Warner

2 ORIGINAL

From: William Brown <wbrown@delawareengineering.com>
Sent: Thursday, June 17, 2021 9:55 AM
To: Roger Tidball
Cc: Accounts Payable; Carmella Cervera; Jennifer Howe; Brandy Fall; Dale Warner; Teresa Bakner (TBakner@woh.com); Ruane, T.J.
Subject: Delanson wwtp construction invoices
Attachments: Town of Duanesburg - Delanson WWTP LTI Invoice #14.pdf; Town of Duanesburg - Delanson WWTP LTI Invoice #15.pdf; TD1-G-20 Pay App 2 CL.PDF; TD1-G-20 CO1 cl 6-17-21.pdf

Morning Roger,

Attached are couple invoices for the Delanson project for Board consideration.

Invoice #2 from MCJ Construction (includes cost for Change Order #1)
Change Order #1 from MCJ Construction

Invoice 14 & 15 from Delaware Engineering.

Once the Board approves we'd submit the draws to EFC to provide funds to the Town to have cash on hand to make payments.

Any questions/concerns let us know. I'll plan to review with the Board at the meeting next week.

Thanks,

Bill Brown, P.E.

DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820
(607) 432-8073 (phone)
(607) 432-0432 (fax)

B21-96



ORIGINAL

change order # 1

Town of Duaneburg Sewer

Sewer District 1

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination				
<i>MCJ change order #1</i>	<i>TDI-6-20</i>	<i>\$50,000.00</i>		<i>change order #1 Rock 6/17/21</i>
UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				
Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report & Assist with initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: *John Wain*
Date: *6/21/21*



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

June 11, 2021

RECEIVED
JUN 14 2021
TOWN OF DUANESBURG
TOWN CLERK

1440.203

Town of Duanesburg
Attn.: Roger Tidball, Town Supervisor
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

Re: Delanson WWTP (SD#1 & SD#3)
Long Term Improvements Project - Professional Services Invoice #15

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$28,613.98 for services related to the above referenced project.

Services provided during May 2021 include:

- Continued communications with Town and regulatory agencies
- Continue submittal review
- Travel to site to review project status with Town and contractors
- NYSEFC compliance documentation
- Onsite construction inspection

Services anticipated to be provided during June 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment and change order requests
- Travel to site to review project status with Town and contractors
- NYSEFC compliance documentation
- Onsite construction inspection

Please contact me at 607-432-8073 if you have any questions.

Respectfully,
DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E. for
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)

06-2021 Duanesburg (T) Delanson WWTP Long Term Improvements CL 15



Delaware Engineering, D.P.C.
 28 Madison Ave. Ext.
 Albany, NY 12203
 (518) 452-1290

Town of Duanesburg
 Town Hall
 5853 Western Turnpike
 Duanesburg, NY 12056

Invoice number 19-1712-15
 Date 06/08/2021

Project 19-1712 Town of Duanesburg - Delanson
 WWTP Long Term Improvements

For Services Rendered Through May 30, 2021

3 Construction Management/Admin

	Units	Rate	Billed Amount
Eric Michelltsch	14.50	110.00	1,595.00
Michael Primmer	7.00	165.00	1,155.00
Ryan McKee	2.50	35.00	87.50
William J. Brown	20.00	155.00	3,100.00
Yamir Betancourt	18.00	155.00	2,790.00
subtotal	62.00		8,727.50

REIMBURSABLES

	Units	Rate	Billed Amount
Mileage - Oneonta 2021	240.00	0.56	134.40
Phase subtotal			8,861.90

4 Construction Inspection

	Units	Rate	Billed Amount
Alex Olivares	9.00	80.00	720.00
Tucker Lewis	142.00	125.00	17,750.00
subtotal	151.00		18,470.00

REIMBURSABLES

	Units	Rate	Billed Amount
Alex Olivares			
Mileage - Albany 2021	18.00	0.56	10.08
Tucker Lewis			
Mileage - Albany 2021	1,200.00	0.56	672.00
Reimbursables subtotal			682.08
Phase subtotal			19,152.08

6A NYSEFC Contract Coordination (SUB-Deroo Consulting)

CONSULTANT

	Units	Rate	Billed Amount
Deroo Consulting			600.00

Invoice total **28,613.98**



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Town of Duaneburg

Project 19-1712 Town of Duaneburg - Delanson WWTP Long Term Improvements

Invoice number

19-1712-15

Date

06/08/2021

Approved by:

William J. Brown

*Please remit payment to:
Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203*

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 18820 Phone 607-482-8078/FAX 607-482-0432

Town of Duaneburg
Town Hall
5853 Western Turnpike
Duaneburg, NY 12056

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 15

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 54,532.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
SUBTOTAL - TASK 1	\$ -	\$ 98,999.69	\$ 98,999.69	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 2	\$ -	\$ 7,496.25	\$ 7,496.25	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ 8,727.50	\$ 10,150.00	\$ 18,877.50	
Reimbursable Expenses	\$ 134.40	\$ 67.20	\$ 201.60	
SUBTOTAL - TASK 3	\$ 8,861.90	\$ 10,217.20	\$ 19,079.10	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ 18,470.00	\$ 1,050.00	\$ 19,520.00	
Reimbursable Expenses	\$ 682.08	\$ -	\$ 682.08	
SUBTOTAL - TASK 4	\$ 19,152.08	\$ 1,050.00	\$ 20,202.08	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8078/FAX 607-482-0482

	<u>CURRENT</u> <u>COST</u>	<u>PREVIOUS</u> <u>COST</u>	<u>COST TO</u> <u>DATE</u>	<u>BUDGET</u>
6. Task 6 - NYSEFC Contract Coordination				
Labor	\$ -	\$ 4,998.75	\$ 4,998.75	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ 600.00	\$ 2,576.43	\$ 3,176.43	\$ 10,000.00
SUBTOTAL - TASK 6	\$ 600.00	\$ 7,575.18	\$ 8,175.18	\$ 15,000.00
7. Task 7 - Preliminary Engineering				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 7	\$ -	\$ 70,894.70	\$ 70,894.70	\$ 70,894.70
TOTAL	\$ 28,613.98	\$ 196,233.02	\$ 224,847.00	\$ 320,894.70
AMOUNT DUE FOR CURRENT SERVICES	<u>\$ 28,613.98</u>			
AMOUNT PAST DUE	<u>\$ 8,660.00</u>	Invoice #14, 5/7/2021		
TOTAL NOW DUE	<u>\$ 37,273.98</u>			
BUDGET BALANCE	\$ 96,047.70			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Deroo Consulting

Fiscal Assistance
13 McKinley Drive
Delmar, New York 12054
(616) 886-5678
derooconsulting@gmail.com

RECEIVED MAY 27 2021

INVOICE

INVOICE NO: 51
DATE: May 27, 2021

Delaware Engineering, DPC

55 South Main Street
Oneonta, NY 13820
607-432-8073
607-432-0432 FAX

#19-1712 #6A

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		\$600.00
Total Hours: 8 hours in May 2021	\$75 per hour	\$ 600.00
<ul style="list-style-type: none">MWBE Monthly reports: compilation and submissionReviewing documentsWorking with sub contractors on Ups & specialty equipment waiver		\$ 0.00
Mileage (round trip):	\$0.56 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00

Make all checks payable to: Leslie Deroo

If you have questions concerning this invoice, call: Leslie Deroo, (616) 886-5678

THANK YOU FOR YOUR BUSINESS

Dale Warner

From: William Brown <wbrown@delawareengineering.com>
Sent: Thursday, June 17, 2021 2:01 PM
To: Dale Warner
Cc: Carmella Cervera
Subject: RE: Invoice/Requisition #15

Hey Dale,

The bulk of the Task 3 time is associated with review of material submittals from the contractors, most of the equipment is has been ordered for the project. Task 4 is onsite inspection, we have an inspector onsite while the contractor has been working, which has been nearly full time over last month or so.

Hope that helps.

Thanks,

Bill Brown, P.E.

DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820
(607) 432-8073 (phone)
(607) 432-0432 (fax)

From: Dale Warner [mailto:Dale@duanesburg.net]
Sent: Thursday, June 17, 2021 1:46 PM
To: William Brown <wbrown@delawareengineering.com>
Cc: Carmella Cervera <CCervera@duanesburg.net>
Subject: Invoice/Requisition #15

Hi Bill, can you provide a little more information for Task #3 8,861.90 and for Task #4 19,152.08. Thanks Dale

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

B21-94

Town of Duanesburg Sewer

Sewer District 1

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS				
Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS				
Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin	#15	9,866.90	Delaware Eng. #15	6/14/21
Task 4 - Construction Inspection	#15	19,152.09	Delaware Eng. #15	6/14/21
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination	#15	600.00	Delaware Eng. #15	6/14/21

UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				

Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report & Assist with Initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: DeWane
Date: 6/17/21



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

B21-95



ORIGINAL

June 17, 2021

Roger Tidball
Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Sub: Contract TD1-G-20
Payment Request #2

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 2 for MCJ Construction, the contractor for the subject project, for the period ending May 31, 2021 in the amount of \$194,132.50. The balance to finish including retainage equals \$797,767.50

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested by the contractor.

Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Certified Payroll
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#2\TD1-G-20 Pay App 2 CL.doc

CC: Town Clerk (w/enclosures)
TD1-G-20- File (w/enclosures)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: Town of Duaneburg

PROJECT: Delanson WWT P Long Term Improvements

APPLICATION NO: 2

Distribution to:

OWNER ARCHITECT CONTRACTOR

PERIOD TO: 05/31/21

FROM CONTRACTOR: MCJ Construction LLC, 777 Bunker Hill Road, Mayfield, NY 12117

ARCHITECT: Delaware Engineering 55 South Main Street Oneonta, NY 13820

PROJECT NO:

CONTRACT DATE: 1/28/21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

- 1. ORIGINAL CONTRACT SUM \$ 999,000.00
- 2. Net change by Change Orders \$ 56,000.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,055,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 222,550.00
- 5. RETAINAGE:
 - a. $\frac{5}{100}$ % of Completed Work \$ 11,117.50 (Column D + E on G703)
 - b. $\frac{5}{100}$ % of Stored Material \$ 0.00 (Column F on G703)
- 6. TOTAL EARNED LESS RETAINAGE \$ 11,117.50
Total in Column I of G703 \$ 211,232.50
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 4 Less Line 5 Total) \$ 17,100.00
- 8. CURRENT PAYMENT DUE \$ 194,132.50
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 843,767.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$56,000.00	
TOTALS	56,000.00	0.00
NET CHANGES by Change Order	56,000.00	

CONTRACTOR:

By: [Signature] Date: 6/14/21
 State of New York County of Fulton
 Subscribed and sworn to before me this 14th day of June 2021
 Notary Public: [Signature]
 My Commission Expires: 10/22/22

AMY MURRAY
 Notary Public, State of New York
 No. 01MU6382436
 Qualified in Fulton County
 Commission Expires 10/22/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated. The Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated. the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 194,132.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 6/17/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5002

ORIGINAL

021-95

CONTINUATION SHEET

ALA DOCUMENT G703

Page of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.

PERIOD TO:

ARCHITECT'S PROJECT NO.

06/08/21

05/31/21

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization/Demobilization	\$45,000.00	\$18,000.00	\$0.00	\$0.00		\$18,000.00	\$27,000.00	\$900.00
2	New EQ Tank and Building	\$300,000.00	\$0.00	\$75,000.00	\$0.00		\$75,000.00	\$225,000.00	\$3,750.00
3	New Mechanical Fine Screen	\$190,000.00	\$0.00	\$9,500.00	\$0.00		\$9,500.00	\$180,500.00	\$475.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$0.00	\$7,500.00	\$0.00		\$7,500.00	\$142,500.00	\$375.00
5	Site Work and Yard Piping	\$65,000.00	\$0.00	\$45,000.00	\$0.00		\$45,000.00	\$20,000.00	\$2,250.00
6	SBR Tank Grating and Railing	\$30,000.00	\$0.00	\$1,500.00	\$0.00		\$1,500.00	\$28,500.00	\$75.00
7	NPW System in Filtration Building	\$67,000.00	\$0.00	\$3,350.00	\$0.00		\$3,350.00	\$63,650.00	\$167.50
8	New UV System	\$130,000.00	\$0.00	\$6,500.00	\$0.00		\$6,500.00	\$123,500.00	\$325.00
9	Modify Chemical Feed Skid	\$2,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,000.00	\$0.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$20,000.00	\$0.00
11	Change Order #1: Rock Excavation	\$56,000.00	\$0.00	\$56,000.00	\$0.00		\$56,000.00	\$0.00	\$2,800.00
12		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
13			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
14			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
16			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
19			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
23			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
24			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$1,055,000.00	\$18,000.00	\$204,350.00	\$0.00	\$0.00	\$222,350.00	\$832,650.00	\$11,175.50

6703-1992

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

ORIGINAL

821-95

B21-95

 ORIGINAL

Town of Duaneburg Sewer

Sewer District 1

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS		Approve	Disapprove	Explanation
Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination				

MCT

TDI-G-20

194,132.50

Payment # 2 6/17/21

UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				

Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report & Assist with initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By:

Dalman

Date:

6/21/21

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

WHEREAS, the Town of Duanesburg Town Board has established Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Delanson Wastewater Treatment Plant (the “Delanson WWTP”) serves Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Town Board retained Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

WHEREAS, Delaware has submitted an invoice, dated June 8, 2021, for Town Board review in the amount of **\$28,613.98** for professional services provided during May and June 2021 (“Professional Services Invoice No. 15”); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 15 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of **\$28,613.98**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

WHEREAS, the Town of Duanesburg Town Board has established Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Delanson Wastewater Treatment Plant (the “Delanson WWTP”) serves Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Town Board retained MCJ Construction for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

WHEREAS, the Town has approved a Change Order (Change Order No. 1) to increase the Contract Cost from \$999,999.00 to \$1,055,000.00, an increase of \$56,000.00.

WHEREAS, MCJ Construction has submitted an invoice, dated June 17, 2021, for Town Board review in the amount of \$194,132.50 for services provided for the period ending May 31, 2021 (“Contractor Invoice No. 2”).

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 2 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of \$194,132.50.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

WHEREAS, the Town Planning Board, as SEQRA lead agency, issued a negative declaration of environmental significance and approved the Oak Hill 1, LLC and Oak Hill 2, LLC solar projects (the "Solar Projects"); and

WHEREAS, as a condition of the approvals issued for the Solar Projects, the Town requires the operator of the Solar Projects to enter into an agreement with the Town to set forth the terms and conditions governing the maintenance of visual landscape screening for the Solar Projects; and

WHEREAS, on April 22, 2021, the Town Board adopted a resolution approving and authorizing the Town Supervisor to sign the Visual Screen Agreement; and

WHEREAS, subsequent to the aforementioned resolution, the parties to the agreement continued to negotiate the terms, which has resulted in a revised agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Duanesburg Town Board approves; and authorizes the Town Supervisor to sign, the attached, revised, Visual Screening Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

VISUAL SCREENING MAINTENANCE AGREEMENT

THIS VISUAL SCREENING MAINTENANCE AGREEMENT made the ___ day of June, 2021, by and between the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (the "Town"), and **Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC**, limited liability companies formed under the laws of the State of Delaware with principal offices at 1550 Wewatta St, 4th Floor, Denver, CO 80202 (collectively referred to as the "Operator") and Richard B. Murray (the "Landowner"). The Town, Operator and Landowner may each be referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Operator intends to permit, construct, operate and maintain two solar energy facilities each with an aggregate size of 5 Megawatts of alternating-current nameplate capacity that will generate electric power (the "Project"), as shown on the site plans entitled "Proposed Site Plan Oak Hill Solar 1 and 2", prepared by Environmental Design Partnership LLP, last revised September 15, 2019, on real property leased to the Operator, and more particularly identified hereto in **Schedule A**, and commonly known as 13590 and 13686 Duanesburg Road Delanson, NY (Tax Map Parcel # 74.00-2-5.1 and 75.00-2-5.2) in the Town of Duanesburg, Schenectady County, New York ("the Properties"); and

WHEREAS, as a condition of the approval of the Operator's application for a Special Use Permit under the Town's Local Law No. 1-2016, the Town requires that the Operator establish and maintain a visual screen composed of a mix of spruce and fir trees of approximately six (6) to eight (8) feet in height, planted twenty (20) feet on center on a staggered basis along the 1600 foot property boundary identified in the Planning Board Resolution dated September 15, 2019 attached hereto as **Schedule B** (the "Visual Screening"); and

WHEREAS, as a further condition of the approval of the Operator's application for a Special Use Permit under the Town's Local Law No. 1-2016, the Town requires that the Operator enter into this agreement with the Town to set forth the terms and conditions governing the Operator's maintenance of the Visual Screening.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereto as set forth herein, the Town and the Operator agree as follows:

1. This Agreement binds the Operator, its successors and assigns to the maintenance standards and provisions set forth herein.
2. The Operator shall maintain and replace the Visual Screening, including, without limitation, the replacement of dead or dying plantings made as required by the Town approvals, throughout the existence of the Project and until such time as the Project is decommissioned in accordance with the Decommissioning Agreement by and among the Operator, the Town and the Landowner dated March 11, 2021.

3. In addition to any other easements separately granted by the Operator to the Town, the Operator hereby grants a limited right of entry, ingress and egress to the Town, its agents and employees, over the Properties for the purpose(s) of maintenance, inspections, repairs of the Visual Screening, and/or the performance of the Operator's obligations under this Agreement. Access shall be provided at times which are mutually agreeable to the Town and the Operator which, at a minimum, must be upon at least 15 days' notice to the Operator. No additional documents or filings other than those described herein shall be necessary to formalize the Town's access specified herein.
4. For reasons of safety and security, prior to gaining access to the Project premises for the purposes of this Agreement the Town, its agents, contractors and employees must be escorted by the Operator or their representative or designee.
5. The Operator and Landowner agree that in the event the Visual Screening is not completely installed in accordance with the approval or maintained by the Operator as required by the terms of this Agreement, the Town may, only after proper notice and time to cure any defects discussed below, enter the Properties and cause the Visual Screening to be completed and/or maintained as reasonably necessary upon notice to the Operator as provided for in Paragraph "10(c)," below. Upon receipt of written notice from the Town of a deficiency, the Operator shall within fifteen (15) days from the date written notice of such defect is delivered to it, correct the identified deficiencies within reasonable industry standards or in the event the defect cannot be cured within fifteen (15) days from the date such notice is received, undertake reasonable steps toward curing such defect. In the event the Operator fails to cure or take reasonable steps to cure within the above time period the Town is permitted to enter upon the properties, in the manner described within this Agreement. The Town may also take actions to enforce this Agreement by way of specific performance and the costs associated with such action shall be charged to and payable on demand by the Operator. Operator shall post a letter of credit or bond, in form and substance reasonably satisfactory to the Town or deposit cash in escrow with the Town (the "Security") in the amount of \$10,000.00 for the benefit of the Town prior to Operator's initial planting of the trees. In the event Operator elects to deposit cash in escrow with the Town as the Security, the Parties shall execute an escrow agreement reasonably acceptable to both Parties. The Security shall remain in effect for a minimum of three (3) years and a maximum of five (5) years. The Town shall have the right to relieve the Operator of the Security obligation set forth herein after three (3) years from the date of the planting of the trees should the trees be sufficiently stabilized. The Parties agree that the Security shall be used solely to pay for any costs incurred by the Town pursuant to the exercise of its rights set forth in this Agreement with respect to the Project.
6. To the fullest extent allowed by applicable law, the Operator hereby agrees to indemnify, defend and hold the Town, its affiliates and respective managers, members, officers, directors, employees and agents, harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to the gross negligence or willful misconduct of the Operator (or any person acting at its direction or on its behalf) in the performance of any inspections, maintenance, repairs and/or construction activities under this Agreement.

7. In exercising this its rights under this Agreement, the Town, its employees, agents and contractors, shall only enter upon and utilize the routes identified and provided for by the Operator.
8. The parties acknowledge that all visual screen maintenance work contemplated by this Agreement will occur outside of the fencing surrounding the solar facility, and thus, there will be no physical work occurring within the solar facility itself.
9. This Agreement shall be recorded in the Office of the County Clerk, County of Schenectady and, together with the deed for the property, if any, shall run with the land, and shall operate as an affirmative covenant of the Operator.
10. MISCELLANEOUS
 - a. No waiver or modification of any condition or limitation herein contained shall be valid unless in writing and duly executed by all Parties.
 - b. No waiver of any term or condition of this Agreement shall be deemed or constituted as a waiver of any other term or condition nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach concerning any provision of this Agreement.
 - c. Any notice, demand or other communication required to be given under this Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail to the address of the other as given above, or by facsimile or electronic means such as electronic mail where delivery confirmation of the said notice can be readily printed without the requirement of administrative or judicial intervention.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

TOWN:

Town of Duanesburg

By: _____


Name: Roger Tidball

Title: Town Supervisor

OPERATOR:

Oak Hill Solar 1, LLC

By: AMP Solar Development Inc., its Manager

By:  _____

Name: Nicole LeBlanc

Title: Authorized Signatory

Oak Hill Solar 2, LLC

By: AMP Solar Development Inc., its Manager

By:  _____

Name: Nicole LeBlanc

Title: Authorized Signatory

LANDOWNER:

By: _____

Name:

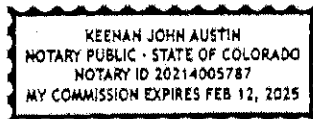
STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the ____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **Roger Tidball**, personally known to me or proved to me on the basis of satisfactory evidence to be the Town Supervisor of the Town of Duaneburg whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

COLORADO
~~STATE OF NEW YORK~~)
COUNTY OF DENVER) ss.:

On the 17 day of JUNE in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Nicole LeBlanc, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"

DESCRIPTION OF PROPERTIES

**LEASE PARCEL TO BE LEASED TO OAK HILL SOLAR 2, LLC
WITHIN A PORTION OF LOT 1 OF LANDS OF RICHARD B. MURRAY
TOWN OF DUANESBURG, NY**

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east as shown on said map;

Thence from said Point of Commencement along said common division line the following four (4)

courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 225.78 feet to the Point of Beginning of the herein described lease parcel of land;

Thence from said Point of Beginning continuing along said common division line, North 00 deg. 00 min. 00 sec. East, 1,518.00 feet to the point;

Thence through said Lot 1 the following four (4) courses and distances:

- 1) North 83 deg. 12 min. 50 sec. East, 908.00 feet to a point;
- 2) South 05 deg. 58 min. 10 sec. East, 1,476.00 feet to a point;
- 3) South 83 deg. 43 min. 10 sec. West, 724.00 feet to a point;
- 4) South 83 deg. 12 min. 50 sec. West, 343.00 feet to the point or place of beginning of said lease

parcel and containing 33.891± acres of land.

TOGETHER WITH AND SUBJECT TO A 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/EGRESS AND REGESS EASEMENT THROUGH THAT CERTAIN TRACT, PIECE

OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of

New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No.

1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Beginning at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 2 to the west and Lot 1 to the east

as shown on said map;

Thence from said Point of Beginning and along said common division line, North 22 deg. 01 min.

20 sec. West, 893.68 feet to a point;

Thence through said Lot 1 the following seven (7) courses and distances:

- 1) North 14 deg. 45 min. 20 sec. East, 195.87 feet to a point;
- 2) North 10 deg. 43 min. 40 sec. West, 251.17 feet to a point;
- 3) North 16 deg. 30 min. 10 sec. West, 554.76 feet to a point;
- 4) North 04 deg. 08 min. 40 sec. West, 125.00 feet to a point;
- 5) North 39 deg. 45 min. 00 sec. East, 65.00 feet to a point;
- 6) North 15 deg. 04 min. 40 sec. West, 237.63 feet to a point;
- 7) South 83 deg. 20 min. 00 sec. West, 290.23 feet to a point in said common division line of Lot 2

to the west and Lot 1 to the east;

Thence along said common division line, North 00 deg. 00 min. 00 sec. East, 50.34 feet to a point;

Thence through said Lot 1 the following eight (8) courses and distances:

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;
- 8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg

Road;

Thence along said northerly line of said Duanesburg Road, South 72 deg. 57 min. 40 sec. West, 50.19 feet to the point or place of beginning of said easement and containing 3.046± acres of land.

Said lease parcel and easement made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

SUGGESTED DESCRIPTION

**LEASE PARCEL TO BE LEASED TO OAK HILL SOLAR 1, LLC
WITHIN A PORTION OF LOT 2 OF LANDS OF RICHARD B. MURRAY
TOWN OF DUANESBURG, NY**

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 2, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

Commencing at the point of intersection of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) with the common division line of Lot 1 to the east and Lot 2 to the west as shown on said map;

Thence from said Point of Commencement along said common division line the following four (4) courses and distances:

- 1) North 22 deg. 01 min. 20 sec. West, 1,048.32 feet to a point;
- 2) North 07 deg. 06 min. 20 sec. West, 137.50 feet to a point;
- 3) South 83 deg. 07 min. 50 sec. West, 399.88 feet to a point;
- 4) North 00 deg. 00 min. 00 sec. East, 253.78 feet to the Point of Beginning of the herein described lease parcel of land;

Thence from said Point of Beginning through said Lot 2 the following four (4) courses and distances:

- 1) South 83 deg. 12 min. 50 sec. West, 883.00 feet to a point;
- 2) North 05 deg. 06 min. 10 sec. West, 890.50 feet to a point;
- 3) North 03 deg. 06 min. 30 sec. West, 590.66 feet to a point;
- 4) North 83 deg. 12 min. 50 sec. East, 995.00 feet to a point in the aforesaid common division line of Lot 1 to the east and Lot 2 to the west as shown on said map;

Thence along said common division line, South 00 deg. 00 min. 00 sec. West, 1,490.00 feet to the point or place of beginning of said lease parcel and containing 32.104± acres of land.

TOGETHER WITH A 50-FOOT WIDE UTILITY & MAINTENACE, INGRESS/ EGRESS AND REGRESS, EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and

filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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Thence from said Point of Beginning and along said common division line, North 22 deg. 01 min. 20 sec. West, 893.68 feet to a point;

Thence through said Lot 1 the following seven (7) courses and distances:

- 1) North 14 deg. 45 min. 20 sec. East, 195.87 feet to a point;
- 2) North 10 deg. 43 min. 40 sec. West, 251.17 feet to a point;
- 3) North 16 deg. 30 min. 10 sec. West, 554.76 feet to a point;
- 4) North 04 deg. 08 min. 40 sec. West, 125.00 feet to a point;
- 5) North 39 deg. 45 min. 00 sec. East, 65.00 feet to a point;
- 6) North 15 deg. 04 min. 40 sec. West, 237.63 feet to a point;
- 7) South 83 deg. 20 min. 00 sec. West, 290.23 feet to a point in said common division line of Lot 2 to the west and Lot 1 to the east;

Thence along said common division line, North 00 deg. 00 min. 00 sec. East, 50.34 feet to a point;

Thence through said Lot 1 the following eight (8) courses and distances:

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;
- 8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

Thence along said northerly line of said Duanesburg Road, South 72 deg. 57 min. 40 sec. West, 50.19 feet to the point or place of beginning of said easement and containing 3.046± acres of land.

Said lease parcel and easement made subject to any and all enforceable covenants, conditions, easements and restrictions of record as they may appear.

Schedule B

Planning Board Resolution

[see attached]

**TOWN OF DUANESBURG PLANNING BOARD
RESOLUTION APPROVING SPECIAL USE PERMIT, SUBDIVISION AND SITE PLAN
FOR THE EDEN RENEWABLES OAK HILL SOLAR ENERGY PROJECTS – 1206 OAK HILL ROAD**

Date: September 19, 2019

WHEREAS, on or about May 7, 2018, Eden Renewables ("Eden Renewables" or the "Applicant") applied to the Town of Duanesburg Planning Board ("Planning Board") for a Special Use Permit and Site Plan Review pursuant to the Town of Duanesburg Local Law No. 1-2016, for the 5-MW Oak Hill Solar Energy Projects 1 and 2 (collectively, the "Project") to be located at 1206 Oak Hill Road in the Town of Duanesburg, Schenectady County, New York on the lands owned by Richard Murray (SBL# 74.00-2-5) ("Property"); and

WHEREAS, on or about May 17, 2018, the Applicant appeared before the Planning Board in furtherance of the proposed Project and the Planning Board requested that the Applicant meet with the Town Planner/Code Enforcement Officer to discuss the proposed application; and

WHEREAS, on or about July 18, 2018, the Applicant appeared before the Planning Board and requested a lot line adjustment and minor subdivision in order to install two 5-MW solar fields on each created parcel, in addition to the Special Use Permit sought pursuant to the Town of Duanesburg Local Law No. 1-2016; and

WHEREAS, on or about July 18, 2018, the Planning Board adopted a resolution pursuant to the State Environmental Quality Review Act [ECL Article 8 and its implementing regulations at 6 NYCRR Part 617, collectively referred to as "SEQRA"] in which it assumed the role of SEQRA Lead Agency, declared the proposed action as a Type 1 action and conducted a coordinated review;

WHEREAS, on or about August 16, 2018, the Planning Board adopted a resolution appointing Doug Cole of Prime AE Group of NY as the Town Designated Engineer to assist in its review of the application from Eden Renewables; and

WHEREAS, on or about September 11, 2018, the Town's Designated Engineer provided written comments on the application; and

WHEREAS, on or about March 11, 2019, the Applicant submitted revised site plans, minor subdivision and lot line adjustment plans, revised applications, a revised Full Environmental Assessment Form ("Full EAF"), and a decommissioning plan, accompanied by a letter addressing comments from the Town's Designated Engineer; and

WHEREAS, on or about March 21, 2019, the Applicant appeared before the Planning Board in furtherance of the site plan review process, and the Planning Board requested receipt of additional information and other actions from the Applicant; and

WHEREAS, on or about June 6, 2019, the Applicant submitted additional information to the Planning Board and addressed the outstanding actions identified by the Planning Board; and

RECEIVED

SEP 20 2019

TOWN OF DUANESBURG
TOWN CLERK

WHEREAS, on or about June 20, 2019, the Planning Board reviewed the materials submitted by the Applicant, issued a negative declaration of environmental significance for this Type 1 action, after reviewing Part 1 of the EAF and completing Parts 2 and 3 of the EAF, and scheduled the Public Hearing for July 18, 2019; and

WHEREAS, on or about July 11, 2019, acting on a referral of the application from the Planning Board pursuant to GML § 239-m, County Planning recommended approval of the Project;

WHEREAS, on July 18 and August 16, 2019, the Planning Board held two well-attended public hearings on the applications and heard comments for and against the Project;

WHEREAS, the Planning Board directed the applicant to respond in writing to the public comments and the applicant submitted two sets of responses after each public hearing;

WHEREAS, the Planning Board directed the Town Designated Engineer, Mr. Cole of Prime AE to review the responses to the public comments and the additional information submitted by the Applicant, all as set forth in Mr. Cole's letter of September 10, 2019 providing comments on the Applicant's materials and recommending that the Town should condition any approval on the Applicant obtaining a permit from the US Army Corps of Engineers, if one is required by the agency, advising that the supplementary Visual Impact Assessment demonstrates that the existing Biggs and Otis and any other nearby residences will be adequately screened by existing vegetation, distance and topography such that the solar array will not be visible; and finding that the revised Decommissioning Plan is reasonable for the proposed system; and

WHEREAS, the Planning Board has carefully considered the documentation in the record including the supplemental information provided by the Applicant, the comments by involved and interested agencies, the recommendation of County Planning and the comments, both oral and written, by the members of the public;

NOW, THEREFORE, BE IT RESOLVED, by the Planning Board as follows:

1. That the applications for Minor Subdivision, Site Plan Review and Special Use Permit submitted by the Applicant for the Project were determined to be complete under the Town of Duaneburg Solar Law, the Duaneburg Zoning Law, and the Town of Duaneburg Subdivision Regulations; and
2. That having received and reviewed the application materials submitted by the Applicant, including but not limited to, site plans, subdivision plans, lot line adjustment plans, decommissioning plans, a Full Environmental Assessment Form, statements of proposed construction impacts and ongoing operation and maintenance, and having completed Parts 2 and 3 of the Full EAF, hereby determines that the Project will not have a significant adverse impact on the environment (as duly noted in the Full EAF) and, therefore, hereby confirms and issues a Negative Declaration as set forth in the EAF Part 3 and its attached reasons supporting the determination read into the record and incorporated herein based on the following findings:
 - a. The Project will not have any significant impacts on federal wetlands or waterbodies as determined by the full wetland delineation conducted on the Project site, that any necessary approvals would be covered by the ACOE nationwide permit program, and that there are no impacts on State wetlands or streams;
 - b. The Project will not create any permanent impacts from odors, noise or traffic nor to groundwater and surface waters, there will only be insignificant and temporary impacts during construction;

- c. The Project avoids and/or minimizes impacts on plants and animals, due to the very limited vegetative clearing that will result from the Project, once construction is complete vegetation will cover the ground under the panels and the property will continue to be used for limited agricultural purposes, such as sheep grazing and bee keeping;
- d. The Project will not create any impacts to historical or cultural resources as shown in the Letter of No Effect from the New York State Office of Parks, Recreation, and Historic Preservation dated June 4, 2019;
- e. The Project will minimize any visual impacts due to the existing topography, the retention of existing vegetation as shown on the final site plans and will not create any impacts from glare as demonstrated by the Applicant;
- f. The Planning Board hereby requires that the Project provide evergreen landscaping plan showing the establishment of a substantial evergreen buffer on the Applicant's property within 10 feet of the property boundary currently containing houses within approximately 600 feet of the project site boundary for a length of approximately 1600 feet at the back of the parcel with 2 staggered rows of trees planted 20 feet on center with the trees having the height at the time of planting of 6 to 7 feet and with the trees being species spruce and fir evergreens. The applicant shall also provide a maintenance and replacement agreement for the evergreen buffer to be planted;
- g. The Project does not impact any Critical Environmental Areas and is not located in a flood zone;
- h. The Project will have a positive economic benefit as it will result in revenue to the Town pursuant to a Payment-in-Lieu-Of-Taxes ("PILOT") Agreement and it will result in jobs during the construction and operation of the facility;
- i. The Project will provide renewable energy in the production of electricity and will contribute to the State's goal of replacing fossil fuel generated electricity with renewable sources of electricity;
- j. The Project will also not change the community character as it has been sited to not be visible to the maximum extent possible to surrounding homes and roadways, and an evergreen landscaped buffer will be created on the property containing the project as set forth above;
- k. The Project is also a use of land that will be discontinued in the future and as such a decommissioning plan is in place to return the property to its current condition; and
- l. The Applicant has indicated that it intends to continue to have the property in agricultural uses, such as sheep grazing and beekeeping, which also makes it consistent with the community which contains agricultural uses.

3. That Planning Board's findings set forth below demonstrate the proposed construction of the Project, a Solar Energy System (Major), at the Property satisfies the requirements of the Town of Duaneburg Solar Law:

- a. The Project is in the R-2 Zoning District and as such is a permitted use subject to Special Use Permit and Site Plan approval by the Planning Board;
- b. The projects are located on parcels in excess of 97.24 and 87.18 acres and when constructed will have a lot coverage of 45.71 and 45.63 acres, respectively, thereby satisfying the lot coverage limitation of 60%;
- c. The Project provides the required 100' setback between its components and the boundary of the Property, provides the required minimum of 25' buffer of vegetation to screen views of the Project and, in fact, that the Project exceeds this standard to address the concerns of adjoining property owners;
- d. A fence meeting or exceeding the applicable requirements of the Zoning Law has been proposed;
- e. The Project preserves existing on site vegetation to the maximum extent practicable and does not propose to clear cut all trees in a single contiguous area exceeding 20,000 square feet on the property;
- f. The Town of Duaneburg Planning Board reviewed the plans showing brush hogging and tree clearing that had been undertaken by the property owner and determined such tree clearing did not exceed the above requirement;

- g. The SEQRA regulations require that a project sponsor may not commence any physical alteration related to an action until the provisions of SEQR have been complied with and the Planning Board specifically finds that the property owner brush hogging the property and taking down some limited trees for agriculture and silviculture purposes was consistent with the past uses of the property and not directly related to the development of the solar farm;
 - h. The Project is not located within an active farm field but is vacant hay field periodically cut by the property owner and historically used for more intensive agricultural purposes;
 - i. Native grasses and vegetation will be maintained below the arrays;
 - j. The site plans demonstrate that the Project:
 - i. Provides through its siting and through the implementation of an evergreen landscaping plan to be approved by the Town of Duaneburg, a project design that minimize visual impacts from public roads and existing residential dwellings on contiguous parcels to the satisfaction of the Planning Board;
 - ii. layout ensures that the solar panels will not reflect solar radiation or glare onto adjacent buildings, properties and roadways and that the solar panels include a non-glare coating and are designed to absorb the maximum amount of solar rays such that the panels will not misdirect or reflect solar rays onto neighboring properties or public roads in excess of that which already exists;
 - iii. existing vegetation on the site is preserved to the maximum extent practicable;
 - iv. all transmission/interconnection lines on the Property shall be underground and within necessary easements and in compliance with applicable electrical and town codes excepting aboveground lines as required by National Grid;
 - v. no artificial lighting is proposed;
 - vi. that any signage will be in accordance with applicable town requirements and the manufacturers and/or installers identification and appropriate warning signage shall be posted;
 - vii. the average height of the solar panels are 8' feet above grade – below the 20' height limitation;
 - viii. all disturbed areas shall be restored in accordance with the zoning law's requirements.
4. That the decommissioning plan is approved and the Planning Board requires that financial security be provided at least 30 days prior to the commencement of construction to the Town Clerk by the Applicant in the form of a bond or letter of credit in the amount \$422,762.00 (\$211,381.00 per project) with the form of financial security acceptable to the Town's attorney, with such funds to be used for decommissioning of the Project in the event that the Project is not decommissioned by the Project owner or the landowner; and
5. That this project approval is conditioned upon the Applicant obtaining any other State or federal approvals required for the project including but not limited to any such permits required by the NYSDEC, the USACOE and the NYSDOT; and
6. That this resolution and negative declaration shall be filed in the office of the Town Clerk and shall take effect immediately and that the notice of negative declaration be published in the ENB, that the negative declaration be provided to all involved agencies and that it be filed as required by SEQRA.

<u>Roll Call Vote:</u>	<u>Yes</u>	<u>No</u>	<u>Abstain/Absent</u>
Phillip Sexton	✓		
Jeffrey Schmitt	✓		
Elizabeth Novak	✓		
Martin Williams	✓		
Thomas Rullison	✓		

Michael Harris
Joshua Houghton

