

William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



John D. Ganther, Jr., Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, March 24, 2022

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance
Prayer/Moment of Reflection

Approval of minutes for: Regular Town Board Meeting on Thursday March10, 2022

Payment of Claims

Committee Reports

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

Business Meeting:

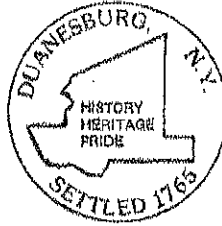
- 1. Motion to approve Professional Services Invoice No. 4 from Delaware Engineering, D.P.C. in the amount of \$2,230.20.**
- 2. Motion to authorize the Town Supervisor to enter into an Amendment to the Decommissioning Agreement for Oak Hill Solar 1 and Oak Hill Solar 2 to increase the amount of the financial security for the decommissioning in accordance with the November 23, 2021, Decommissioning Statement approved by the Town Planning Board.**
- 3. Motion to introduce Proposed Local Law 1 of 2022, amending the Town of Duanesburg zoning ordinance with respect to clearing, grading and tree clear- cutting in excess of one acre.**

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.

William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



John D. Ganther, Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

Thursday March 10, 2022
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Wenzel at 7:00PM

Present: Supervisor Wenzel, Council Members Ganther, Grant and Lucks, Town Clerk Jen Howe, Town Attorney Teresa Bakner **Absent:** Council Member Potter

Pledge of Allegiance

Resolution 34-22: Council Member Grant motioned, seconded by Council Member Lucks to approve the Regular Town Board Meeting minutes of Thursday, February 24, 2022.
Motion carried, 4 ayes Council Member Ganther abstained

Resolution 35-22: Council Member Lucks motioned, seconded by Council Member Grant to approve the Special Town Board Meeting minutes of Friday, March 4, 2022.
Motion carried, 4 ayes Council Member Ganther abstained

Town Clerk, Jennifer Howe, read the Town Clerk's Report for February 2022 (see attached).

Supervisor, William Wenzel, read the Supervisor's Report for February 2022 (see attached).

Resolution 36-22: Council Member Grant motioned, seconded by Council Member Ganther to pay the following claims:
Motion carried, 4 ayes

Vouchers to be Paid
March 10, 2022

General Fund:	\$25,106.85
Highway Fund:	\$22,550.39
Lighting District:	\$402.39
Lighting District:	\$772.59
Lighting District:	\$354.11
SD#1 Fund:	\$3,657.72
SD#2 Fund:	\$3,279.10
SD#3 Fund:	\$1,607.77
<hr/>	
Total To Be Paid:	\$57,730.92

Highway: Council Member Grant reported that they had a truck down yesterday. It will be up and running for the next storm.

Public Safety: Council Member Grant reported that Esperance Fire is having a BBQ & Craft Fair 3/19 from 4-7pm, Mariaville 4/9 9-11:30am is having breakfast with easter bunny and DVAC will be having a fish dinner on 4/15.

Parks: Supervisor Wenzel reported that we are planning on having an open house for the Disc Golf Course. We are also thinking about the possibility of an Ice rink for next year.

Sewer District #1, 2 &3: Council Member Ganther reported that the bid was awarded to Rozell East of Queensbury. We will have a resolution for that later in the business meeting.

Technology: Council Member Ganther reported that on March 2nd Annabelle Felton attended a virtual public hearing. She read a statement on behalf of the town. Her statement has been posted on the website and the Facebook page. On March 3rd John had a call with Senator Hincey's Office, Annabelle Felton also joined in. They are trying to get the message across that we need to get everyone serviced before we start upgrading those who already have service. Still also trying to get Verizon Fios to see what homes they can connect. They did find some they already have service in the area that have not been hooked up yet. The assessor's office needs a new computer. Onmis is working on getting a quote together. The next broadband committee meeting is scheduled for April 12th at 6:30pm here at town hall and will also be virtual.

Other: Council Member Ganther brought up that we should start to set the schedule for the quarterly budget meetings. They will all check their schedules and have a date for the next meeting.

Business Meeting:

Resolution 37-22: Council Member Grant motioned, seconded by Supervisor Wenzel to approve Amendment No. 5 to the existing agreement with Prime AE.
Motion carried, 4 ayes

Resolution 38-22: Council Member Lucks motioned, seconded by Supervisor Wenzel to award the contract No. TD1-G-21-General to Rozell East of Queensbury, New York and authorize the Town Supervisor to sign the Notice to Proceed and contract with Rozell East to undertake the UV system for the proposed improvements the design of which was approved by the NYSDEC.
Motion carried, 4 ayes

Privilege of the Floor:

Lynne Bruning of 13388 Duanesburg Road read a statement (please see attached).

The Drescher's of Skyline Drive were asking about the Humphrey Road solar project and the access road off of Skyline Drive.

Debbie Keville of Skyline Drive asked about the Humphrey Road Solar project.

Council Member Grant motioned, seconded by Council Member Lucks to adjourn. 8:45 pm

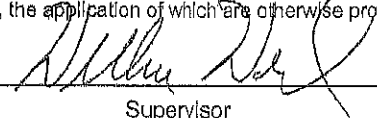
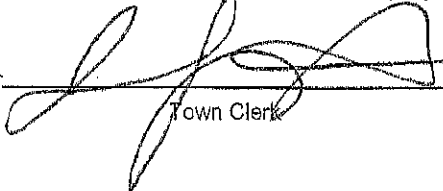
I, Jennifer Howe, Town Clerk of the Town of Duaneburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday March 10, 2022.

DRAFT

Account#	Account Description	Fee Description	Qty	Local Share
	Misc. Fees	Special Use Permit	1	75.00
		Certified Copies - Death	36	360.00
		Certified Copies - Marriage	1	10.00
		Sub-Total:		\$445.00
A1255	Conservation	Conservation	1	1.38
		Sub-Total:		\$1.38
A2544	AFTER 30 DAYS	AFTER 30 DAYS	1	5.00
	Dog Licensing	Female, Spayed	5	70.00
		Male, Neutered	9	126.00
		Male, Unneutered	2	44.00
		Sub-Total:		\$245.00
B2555	Building Permits	Building Permits	8	2,615.00
		Sub-Total:		\$2,615.00
Total Local Shares Remitted:				\$3,306.38
Amount paid to: NYS Ag. & Markets for spay/neuter program				20.00
Amount paid to: NYS Environmental Conservation				23.62
Total State, County & Local Revenues:		\$3,350.00	Total Non-Local Revenues:	
			\$43.62	

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duaneburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor _____ Date 3/4/2022 Town Clerk _____ Date 3/4/22

Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK:

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month February 2022.

Revenues

Fund	Amount
General Fund	\$ 494,805.78
Highway Fund	\$ 0.00
Capital Projects	\$ 0.00
Fire Protection	\$ 483,632.10
Parks & Recreation	\$ 0.00
Drainage	\$ 1,000.00
Service Award	\$ 0.00
Sewer District #1	\$ 0.00
Sewer District #2	\$ 0.00
Sewer District #3	\$ 0.00
Total	<u>\$ 979,437.88</u>

Disbursements

General Fund	\$ 146,731.45
Highway Fund	\$ 58,929.24
Capital Projects	\$ 7,264.30
Fire Protection	\$ 0.00
Park & Recreation	\$ 0.00
Drainage	\$ 0.00
Service Award	\$ 3,700.00
Sewer District #1	\$ 23,286.55
Sewer District #2	\$ 16,117.64
Sewer District #3	\$ 13,357.78
Total	<u>\$ 269,386.96</u>

Dated March 10, 2022

Supervisors Office – Town of Duaneburg

**Town of Duaneburg
Operating Statement**
As of February 28, 2022

A--General Fund - 01

	Month Ending 02/28/2022		Year To Date 02/28/2022		Summary
	Actual	Budget	Actual	Remaining	
Expenses					
1010.100 - Town Board-Personal Svcs	2,341.52		5,495.96	4,542.19	(953.77)
1010.400 - Town Board-Contractual	0.00		0.00	48.49	48.49
1110.100 - Justices-Personal Svcs	2,614.69		5,229.38	5,274.92	45.54
1110.101 - Justices-Court Clerk	2,511.00		4,950.00	5,295.45	345.45
1110.103 - Justices-Court Security	630.00		770.00	484.93	(285.07)
1110.400 - Justices-Contractual	51.99		58.87	323.29	264.42
1220.100 - Supervisor-Personal Svcs	1,625.84		2,438.76	3,417.15	978.39
1220.101 - Supervisor-Personal Svcs-Clerk	2,940.00		5,880.00	6,178.03	298.03
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.38		468.76	454.70	(14.06)
1220.200 - Supervisor-Equipment	0.00		0.00	161.64	161.64
1220.400 - Supervisor-Contractual	15.38		518.29	80.82	(437.47)
1340.100 - Budget-Personal Svcs	416.67		833.34	808.22	(25.12)
1355.100 - Assessor-Personal Svcs	1,345.84		2,691.68	2,828.77	137.09
1355.101 - Assessor-Personal Svcs-Clerk	1,285.20		2,570.40	2,700.75	130.35
1355.103 - Assessor-Personal Svcs-Support	362.50		1,820.50	0.00	(1,820.50)
1355.106 - Assessor-Greivance Board Personal Svcs	0.00		0.00	88.90	88.90
1355.200 - Assessor-Equipment	0.00		0.00	161.64	161.64
1355.400 - Assessor-Contractual	8.99		61.72	161.64	99.92
1355.401 - Assessor-Assessment Support Contract	0.00		0.00	2,828.77	2,828.77
1355.406 - Assessor-Greivance Board Contractual	0.00		0.00	32.33	32.33
1380.400 - Fiscal-Fiscal Agent Fees	2,500.00		5,280.00	4,849.32	(430.68)
1410.100 - Town Clerk-Personal Svcs	3,577.08		7,154.16	7,516.44	362.28
1410.101 - Town Clerk-Personal Svcs-Clerk	2,729.20		5,458.40	5,738.36	279.96
1410.200 - Town Clerk-Equipment	0.00		0.00	80.82	80.82
1410.400 - Town Clerk-Contractual	103.81		103.81	727.40	623.59
1420.400 - Attorney-Contractual	2,664.00		2,664.00	4,849.32	2,185.32
1440.400 - Engineer-Contractual	10,019.30		10,019.30	8,082.19	(1,937.11)
1460.100 - Records Management-Personal Svcs	291.84		568.32	773.14	204.82
1460.400 - Records Management-Contractual	244.39		488.78	533.42	44.64
1620.100 - Buildings-Personal Svcs	2,397.57		4,743.39	2,386.35	(1,357.04)
1620.200 - Buildings-Equipment	0.00		0.00	80.82	80.82
1620.400 - Buildings-Contractual	4,892.20		7,183.39	4,930.14	(2,253.25)
1640.400 - Central Garage-Contractual	2,127.94		5,609.00	2,424.66	(3,184.34)
1660.400 - Central Storeroom-Contractual	174.92		296.61	242.47	(54.14)
1670.100 - Central Printing-Personal Svcs-Newsletter	0.00		0.00	1,373.97	1,373.97
1670.400 - Central Printing-Central Print/Mail	599.41		1,559.68	0.00	(1,559.68)
1680.200 - Data Processing-Equipment	0.00		0.00	484.93	484.93
1680.400 - Data Processing-Contractual	0.00		2,001.60	2,909.59	907.99
1910.400 - Unallocated Insurance	49,877.21		58,406.39	12,123.29	(46,283.10)
1920.400 - Municipal Dues	0.00		0.00	193.97	193.97
1990.400 - Contingency	0.00		0.00	1,616.44	1,616.44
3020.400 - Public Safety-Dispatch Svcs	10,750.00		10,750.00	6,950.68	(3,799.32)
3310.400 - Traffic Control-Contractual	0.00		0.00	80.82	80.82

A--General Fund - 01

Town of Duanesburg
Operating Statement
As of February 28, 2022

	Month Ending 02/28/2022		Year To Date 02/28/2022		Summary
	Actual	Budget	Actual	Remaining	
3510.100 - Dog Control-Personal Svcs	666.63	1,333.15	1,333.26	(40.11)	(3.1) %
3510.400 - Dog Control-Contractual	94.33	420.27	94.33	325.94	77.6 %
3650.400 - Public Safety-Demolition of Unsafe buildings	0.00	121.23	0.00	121.23	100.0 %
4020.100 - Registrar of Vital Stats-Personal Svcs	0.00	149.52	0.00	149.52	100.0 %
4540.400 - Ambulance-Contractual	0.00	40,202.60	0.00	40,202.60	100.0 %
5010.100 - Supt of Highway-Personal Svcs	4,506.08	9,468.61	9,012.16	456.45	4.8 %
5010.101 - Supt of Highway-Personal Svcs-Clerk	245.76	517.26	491.52	25.74	5.0 %
5010.200 - Supt of Highway-Equipment	0.00	161.64	0.00	161.64	100.0 %
5010.400 - Supt of Highway-Contractual	23.31	80.82	23.31	57.51	71.2 %
6010.400 - Social Svcs-Contractual	0.00	484.93	0.00	484.93	100.0 %
6410.100 - Publicity-Web Site Personal Svcs	0.00	808.22	0.00	808.22	100.0 %
6410.400 - Publicity-Web Site Contractual	0.00	484.93	0.00	484.93	100.0 %
6772.400 - Programs for Aging-Contractual	0.00	420.27	0.00	420.27	100.0 %
7020.100 - Recreation Admin-Personal Svcs	0.00	525.34	0.00	525.34	100.0 %
7110.100 - Parks-Personal Svcs	0.00	2,386.35	0.00	2,386.35	100.0 %
7110.200 - Parks-Equipment	0.00	484.93	0.00	484.93	100.0 %
7110.400 - Parks-Contractual	137.79	1,212.33	663.79	528.54	43.6 %
7310.100 - Youth Programs-Personal Svcs	0.00	1,543.70	0.00	1,543.70	100.0 %
7310.400 - Youth Programs-Contractual	0.00	226.30	0.00	226.30	100.0 %
7510.100 - Historian-Personal Svcs	62.50	121.23	125.00	(3.77)	(3.1) %
7510.400 - Historian-Contractual	0.00	484.93	0.00	484.93	100.0 %
7550.400 - Celebrations-Contractual	0.00	323.29	0.00	323.29	100.0 %
8160.498 - Refuse/Garbage-Engineering & Testing	0.00	3,556.16	90.00	3,466.16	97.5 %
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	404.11	0.00	404.11	100.0 %
9010.800 - State Retirement	0.00	6,465.75	288.32	6,177.43	95.5 %
9030.800 - Social Security	2,183.01	4,849.32	4,318.31	531.01	11.0 %
9040.800 - Workers' Compensation	1,162.76	2,279.18	1,609.09	670.09	29.4 %
9060.800 - Health Insurance	13,810.98	9,213.70	17,529.27	(8,315.57)	(90.3) %
Total Expenses	132,226.02	193,511.24	191,672.85	1,838.39	1.0 %

Revenue					
1001 - Real Property Tax	416,351.00	67,300.57	416,351.00	(349,050.43)	(518.6) %
1090 - Real Property Tax Interest & Penalties	0.00	1,616.44	0.00	1,616.44	100.0 %
1120 - Non-Property Tax Distribution by County	0.00	54,416.10	(53,340.26)	107,756.36	198.0 %
1255 - Town Clerk Fees	3.86	242.47	4.14	238.33	98.3 %
2001 - Park and Recreational Charges	0.00	161.64	0.00	161.64	100.0 %
2389 - Other Home & Community Services	0.00	0.00	103,858.24	(103,858.24)	0.0 %
2401 - Interest & Earnings	0.00	80.82	32.83	47.99	59.4 %
2501 - Business and Occupational License	230.00	80.82	377.50	(296.68)	(367.1) %
2544 - Dog Licenses	671.00	808.22	1,168.00	(359.78)	(44.5) %
2610 - Fines and Forfeited Bail	8,452.00	8,082.19	20,513.00	(12,430.81)	(153.8) %
2706 - Local Government Grant	5,000.00	0.00	5,000.00	(5,000.00)	0.0 %
2770 - Unclassified Revenues	0.00	0.00	556.81	(556.81)	0.0 %
3001 - State per Capita Aid	0.00	3,338.43	0.00	3,338.43	100.0 %

A--General Fund - 01

**Town of Duanesburg
Operating Statement
As of February 28, 2022**

	Month Ending 02/28/2022	Actual	Actual	Budget	Remaining	Summary
				02/28/2022		
3005 - State Aid Mortgage Tax	0.00	(54,000.00)	24,246.58	78,246.58	322.7 %	
3620 - State Aid Youth Programs	0.00	0.00	808.22	808.22	100.0 %	
Total Revenue	430,707.86	440,521.26	161,182.50	(279,338.76)	(173.3) %	
Net Assets	298,481.84	248,948.41	(32,328.74)	(281,177.15)	869.7 %	

**Town of Duanesburg
Operating Statement
As of February 28, 2022**

	Month Ending 02/28/2022		Year To Date 02/28/2022		Summary
	Actual	Budget	Actual	Remaining	
Expenses					
8010.100 - Zoning-Building Inspector	5,534.12	11,294.05	11,068.24	225.81	2.0 %
8010.101 - Zoning-Inspector's Clerk	1,285.20	2,700.75	2,570.40	130.35	4.8 %
8010.103 - Zoning-Assistant	1,266.84	2,771.87	2,552.04	219.83	7.9 %
8010.104 - Zoning-Board Personal Svcs	34.43	323.29	66.56	256.73	79.4 %
8010.105 - Zoning-Code Officer	0.00	3,071.23	0.00	3,071.23	100.0 %
8010.200 - Zoning-Equipment	0.00	80.82	0.00	80.82	100.0 %
8010.400 - Zoning-Contractual	198.38	323.29	657.86	(334.57)	(103.5) %
8010.404 - Zoning-ZBA Expenses	0.00	40.41	0.00	40.41	100.0 %
8010.407 - Zoning-Planning Attorney	0.00	808.22	0.00	808.22	100.0 %
8010.470 - Zoning-Broadband Extension	0.00	2,424.66	0.00	2,424.66	100.0 %
8020.103 - Planning-Assistant	1,266.84	2,771.87	2,552.04	219.83	7.9 %
8020.104 - Planning-Board Personal Svcs	71.15	323.29	107.87	215.42	66.6 %
8020.200 - Planning-Equipment	0.00	80.82	0.00	80.82	100.0 %
8020.400 - Planning-Contractual	33.86	0.00	33.86	(33.86)	0.0 %
8020.404 - Planning-Board Expenses	0.00	80.82	0.00	80.82	100.0 %
8020.407 - Planning-Attorney	666.53	2,424.66	666.53	1,758.13	72.5 %
9010.800 - State Retirement	0.00	3,232.88	162.18	3,070.70	95.0 %
9030.800 - Social Security	704.99	1,454.79	1,409.98	44.81	3.1 %
9040.800 - Workers' Compensation	218.02	1,616.44	299.33	1,317.11	81.5 %
9060.800 - Health Insurance	1,695.98	3,071.23	2,543.97	527.26	17.2 %
Total Expenses	12,976.34	38,895.39	24,690.86	14,204.53	36.5 %
Revenue					
1081 - Other Payments in Lieu of Taxes	63,597.92	0.00	63,597.92	(63,597.92)	0.0 %
1120 - Non-Property Tax Distribution by County	0.00	16,410.73	4,240.34	12,170.39	74.2 %
1170 - Franchise Fees	0.00	7,273.97	(12,300.00)	19,573.97	269.1 %
2110 - Zoning Fees	0.00	161.64	0.00	161.64	100.0 %
2401 - Interest & Earnings	0.00	16.16	0.00	16.16	100.0 %
2555 - Building Permits	500.00	2,909.59	760.00	2,149.59	73.9 %
Total Revenue	64,097.92	26,772.09	56,298.26	(29,526.17)	(110.3) %
Net Assets	51,121.58	(12,123.30)	31,607.40	(43,730.70)	360.7 %

CM--Miscellaneous Special Revenue Fund

**Town of Duanesburg
Operating Statement
As of February 28, 2022**

Operating Statement

**Town of Duanesburg
Operating Statement**
As of February 28, 2022

	Year To Date 02/28/2022			Summary
	Month Ending 02/28/2022	Budget	Remaining	
	Actual			
Expenses				
5130.100 - Machinery-Personal Svcs	1,031.49	1,131.51	100.02	8.8 %
5130.200 - Machinery-Equipment	0.00	4,849.32	4,849.32	100.0 %
5130.400 - Machinery-Contractual	4,572.04	5,657.53	(3,945.43)	(69.7) %
5142.100 - Snow Removal-Personal Svcs	22,582.32	26,671.23	(19,806.01)	(74.3) %
5142.400 - Snow Removal-Contractual	6,999.66	9,698.63	(2,707.64)	(27.9) %
9010.800 - State Retirement	0.00	3,394.52	3,223.33	95.0 %
9030.800 - Social Security	1,795.07	2,101.37	(1,513.32)	(72.0) %
9040.800 - Workers' Compensation	2,761.55	1,939.73	(1,806.10)	(93.1) %
9055.800 - Disability Insurance	0.00	16.16	16.16	100.0 %
9060.800 - Health Insurance	9,062.26	8,082.19	(6,141.60)	(76.0) %
9730.600 - Bond Anticipation-Principal	0.00	8,082.19	8,082.19	100.0 %
Total Expenses	48,804.39	71,624.38	(19,649.08)	(27.4) %
Revenue				
1001 - Real Property Tax	0.00	69,214.76	(358,978.24)	(518.6) %
2300 - Transportation Services	0.00	2,377.30	2,377.30	100.0 %
2401 - Interest & Earnings	0.00	32.33	25.41	78.6 %
Total Revenue	0.00	71,624.39	(356,575.53)	(497.3) %
Net Assets	(48,804.39)	0.01	(336,926.45)	(3,369,264,500.0) %

Town of Duanesburg
 Operating Statement
 As of February 28, 2022

	Year To Date 02/28/2022				Summary
	Month Ending 02/28/2022	Actual	Budget	Remaining	
Expenses					
5110.100 - General Repairs-Personal Svcs	235.00	470.00	21,821.92	21,351.92	97.8 %
5110.400 - General Repairs-Contractual	0.00	0.00	14,547.95	14,547.95	100.0 %
5112.200 - Capital Improvements-Equipment	0.00	0.00	22,848.36	22,848.36	100.0 %
9010.800 - State Retirement	0.00	207.23	4,202.74	3,995.51	95.1 %
9030.800 - Social Security	29.38	55.68	1,778.08	1,722.40	96.9 %
9040.800 - Workers' Compensation	2,398.19	3,253.62	1,939.73	(1,313.89)	(67.7) %
9055.800 - Disability Insurance	0.00	0.00	16.16	16.16	100.0 %
9060.800 - Health Insurance	7,462.28	11,193.42	8,082.19	(3,111.23)	(38.5) %
Total Expenses	10,124.85	15,179.95	75,237.13	60,057.18	79.8 %
Revenue					
1120 - Non-Property Tax Distribution by County	0.00	14,524.13	49,979.14	35,455.01	70.9 %
2300 - Transportation Services	0.00	0.00	2,377.30	2,377.30	100.0 %
2401 - Interest & Earnings	0.00	0.00	32.33	32.33	100.0 %
3501 - State Aid/CHIPS	0.00	0.00	22,848.36	22,848.36	100.0 %
Total Revenue	0.00	14,524.13	75,237.13	60,713.00	80.7 %
Net Assets	(10,124.85)	(655.82)	0.00	655.82	0.0 %

H--Capital Projects

Town of Duaneburg
 Operating Statement
 As of February 28, 2022

	Month Ending	Year To Date		Remaining
	02/28/2022	02/28/2022		
	Actual	Actual	Actual	
Expenses				
1440.204 - Short Term Project Expense SS2 UV	7,264.30	7,264.30	7,264.30	(7,264.30)
8197.200 - Sewer Capital Projects	0.00	73,909.05	73,909.05	(73,909.05)
Total Expenses	7,264.30	81,173.35	(81,173.35)	
Revenue				
2401 - Interest & Earnings	0.00	0.21	0.21	(0.21)
Total Revenue	0.00	0.21	(0.21)	
Net Assets	(7,264.30)	(81,173.14)	81,173.14	

H10--Capital Project-Van Patten Park

Town of Duaneburg
 Operating Statement
 As of February 28, 2022

Revenue
 2401 - Interest & Earnings
Total Revenue

Net Assets

	Year To Date 02/28/2022	
	Actual	Remaining
	0.12	(0.12)
	0.12	(0.12)
	0.12	(0.12)

**Town of Duanesburg
Operating Statement**
As of February 28, 2022

Expenses
1440.204 - Short Term Project Expense SS2 UV

Total Expenses

Net Assets

	Month Ending	Year To Date	
	02/28/2022	02/28/2022	02/28/2022
	Actual	Actual	Remaining
	7,264.30	7,264.30	(7,264.30)
Total Expenses	7,264.30	7,264.30	(7,264.30)
Net Assets	(7,264.30)	(7,264.30)	7,264.30

SF-Fire Protection - 05

Town of Duaneburg
 Operating Statement
 As of February 28, 2022

Year To Date
 02/28/2022

	Actual	Budget	Remaining	Summary
Expenses				
3410.416 - Fire Protection-Contractual-Delanson	0.00	11,840.90	11,840.90	100.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	0.00	9,807.25	9,807.25	100.0 %
3410.418 - Fire Protection-Contractual-Esperance	0.00	13,133.40	13,133.40	100.0 %
3410.419 - Fire Protection-Contractual-Mariaville	0.00	43,394.58	43,394.58	100.0 %
Total Expenses	0.00	78,176.13	78,176.13	100.0 %
Revenue				
1001.416 - Real Property Tax-Delanson	73,253.00	11,840.90	(61,412.10)	(518.6) %
1001.417 - Real Property Tax-Burtonsville	60,672.00	9,807.25	(50,864.75)	(518.6) %
1001.418 - Real Property Tax-Esperance	81,249.00	13,133.40	(68,115.60)	(518.6) %
1001.419 - Real Property Tax-Mariaville	268,458.10	43,394.58	(225,063.52)	(518.6) %
Total Revenue	483,632.10	78,176.13	(405,455.97)	(518.6) %
Net Assets	483,632.10	0.00	(483,632.10)	0.0 %

**Town of Duaneburg
Operating Statement
As of February 28, 2022**

	Month Ending		Year To Date		Summary
	02/28/2022	Actual	02/28/2022	Budget	
Expenses					
1990.400 - Contingency	0.00	0.00	1,616.44	1,616.44	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	40.41	40.41	100.0 %
8110.400 - Sewer Admin-Contractual	45.72	91.44	969.86	878.42	90.6 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	323.61	323.61	100.0 %
8110.461 - Sewer Admin-Insurance	6,963.60	6,963.60	1,050.68	(5,912.92)	(562.8) %
8110.465 - Sewer Admin-Cell Phone	63.85	79.24	121.23	41.99	34.5 %
8120.200 - Sanitary Sewers-Equipment	0.00	0.00	646.58	646.58	100.0 %
8120.462 - Sanitary Sewers-Pump Station Electric	481.66	963.47	969.86	(13.61)	(1.4) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	7.48	14.47	1,939.73	1,925.26	99.3 %
8130.100 - Treatment/Disposal-Plant Operator	3,468.36	6,936.72	4,288.41	(2,648.31)	(61.8) %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	2,522.61	2,522.61	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,536.88	3,073.76	3,229.97	156.21	4.8 %
8130.200 - Treatment/Disposal-Equipment	6.99	6.99	161.64	154.65	95.7 %
8130.400 - Treatment/Disposal-Contractual	1,731.56	1,848.28	0.00	(1,848.28)	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	193.97	193.97	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	68.70	68.70	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	727.45	242.47	(484.98)	(200.0) %
8130.462 - Treatment/Disposal-Treatment Plant Electric	4,501.15	9,160.21	2,909.59	(6,250.62)	(214.8) %
8130.463 - Treatment/Disposal-Maintenance & Repairs	8.99	27.45	2,586.30	2,558.85	98.9 %
8130.464 - Treatment/Disposal-Fuel Oil	373.42	822.59	484.93	(337.66)	(69.5) %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	40.63	81.26	242.47	161.21	56.5 %
8130.466 - Treatment/Disposal-Chemicals	0.00	0.00	484.93	484.93	100.0 %
8130.467 - Treatment/Disposal-Lab Testing	290.29	290.29	646.58	356.29	55.1 %
8130.468 - Treatment/Disposal-Sludge Disposal	1,036.37	1,036.37	1,293.15	256.78	19.9 %
9010.800 - State Retirement	0.00	36.04	727.40	691.36	95.0 %
9030.800 - Social Security	331.08	662.16	856.71	194.55	22.7 %
9040.800 - Workers' Compensation	363.36	496.21	290.96	(205.25)	(70.5) %
9060.800 - Health Insurance	2,035.16	3,052.74	1,438.63	(1,614.11)	(112.2) %
9730.600 - Bond Anticipation-Principal	0.00	128,000.00	20,852.05	(107,147.95)	(513.8) %
Total Expenses	23,286.55	164,390.74	51,199.87	(113,190.87)	(221.1) %
Revenue					
1001 - Real Property Tax	0.00	315,749.68	51,038.23	(264,711.45)	(518.7) %
2401 - Interest & Earnings	0.00	6.53	0.00	(6.53)	0.0 %
2590 - Permits - Septic	0.00	0.00	161.64	161.64	100.0 %
Total Revenue	0.00	315,756.21	51,199.87	(264,556.34)	(516.7) %
Net Assets	(23,286.55)	151,365.47	0.00	(151,365.47)	0.0 %

**Town of Duanesburg
Operating Statement**
As of February 28, 2022

SS2--Sewer District 2 - 88

	Month Ending 02/28/2022		Year To Date 02/28/2022		Summary
	Actual	Budget	Actual	Remaining	
Expenses					
1990.400 - Contingency	0.00	1,616.44	0.00	1,616.44	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	80.82	0.00	80.82	100.0 %
8110.400 - Sewer Admin-Contractual	24.81	808.22	57.89	750.33	92.8 %
8110.461 - Sewer Admin-Insurance	6,963.60	1,050.68	6,963.60	(5,912.92)	(562.8) %
8110.465 - Sewer Admin-Cell Phone	54.24	121.23	69.63	51.60	42.6 %
8120.200 - Sanitary Sewers-Equipment	0.00	646.58	0.00	646.58	100.0 %
8120.462 - Sanitary Sewers-Pump Station Electric	792.90	1,293.15	1,669.35	(376.20)	(29.1) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	5.24	2,909.59	44.18	2,865.41	98.5 %
8130.100 - Treatment/Disposal-Plant Operator	0.00	3,002.05	0.00	3,002.05	100.0 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	1,765.80	0.00	1,765.80	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,075.84	2,261.07	2,151.68	109.39	4.8 %
8130.200 - Treatment/Disposal-Equipment	0.00	161.64	0.00	161.64	100.0 %
8130.400 - Treatment/Disposal-Contractual	2,050.71	0.00	2,132.42	(2,132.42)	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	193.97	0.00	193.97	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	68.70	0.00	68.70	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	242.47	509.21	(266.74)	(110.0) %
8130.462 - Treatment/Disposal-Treatment Plant Electric	2,561.81	2,747.95	5,629.30	(2,881.35)	(104.9) %
8130.463 - Treatment/Disposal-Maintenance & Repairs	36.98	2,909.59	507.96	2,401.63	82.5 %
8130.464 - Treatment/Disposal-Fuel Oil	377.16	484.93	1,549.86	(1,064.93)	(219.6) %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	41.59	242.47	83.18	159.29	65.7 %
8130.467 - Treatment/Disposal-Lab Testing	143.00	646.58	143.00	503.58	77.9 %
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	1,293.15	0.00	1,293.15	100.0 %
9010.800 - State Retirement	0.00	533.42	27.03	506.39	94.9 %
9030.800 - Social Security	75.76	808.22	151.52	656.70	81.3 %
9040.800 - Workers' Compensation	218.02	290.96	299.33	(8.37)	(2.9) %
9060.800 - Health Insurance	1,695.98	1,002.19	2,543.97	(1,541.78)	(153.8) %
9730.600 - Bond Anticipation-Principal	0.00	25,863.01	0.00	25,863.01	100.0 %
Total Expenses	16,117.64	53,044.88	24,533.11	28,511.77	53.8 %
Revenue					
1001 - Real Property Tax	0.00	52,721.59	298,054.06	(245,332.47)	(465.3) %
2401 - Interest & Earnings	0.00	0.00	5.69	(5.69)	0.0 %
2590 - Permits - Septic	0.00	323.29	0.00	323.29	100.0 %
Total Revenue	0.00	53,044.88	298,059.75	(245,014.87)	(461.9) %
Net Assets	(16,117.64)	0.00	273,526.64	(273,526.64)	0.0 %

**Town of Duaneburg
Operating Statement
As of February 28, 2022**

	Month Ending 02/28/2022		Year To Date 02/28/2022		Summary
	Actual	Budget	Actual	Budget	Remaining
Expenses					
1990.400 - Contingency	0.00	808.22	0.00	808.22	808.22
8110.200 - Sewer Admin-Equipment	0.00	80.82	0.00	80.82	80.82
8110.400 - Sewer Admin-Contractual	28.27	323.29	48.27	323.29	275.02
8110.460 - Sewer Admin-Easement Fee to RR	0.00	96.66	0.00	96.66	96.66
8110.461 - Sewer Admin-Insurance	4,802.48	565.75	4,802.48	565.75	(4,236.73)
8110.465 - Sewer Admin-Cell Phone	32.87	121.23	48.26	121.23	72.97
8120.200 - Sanitary Sewers-Equipment	0.00	484.93	0.00	484.93	484.93
8120.462 - Sanitary Sewers-Pump Station Electric	1,085.19	808.22	1,831.18	808.22	(1,022.96)
8120.463 - Sanitary Sewers-Maintenance & Repairs	2,856.75	969.86	2,902.71	969.86	(1,932.85)
8130.100 - Treatment/Disposal-Plant Operator	612.00	1,286.52	1,224.00	1,286.52	62.52
8130.101 - Treatment/Disposal-Backup Operator	0.00	756.65	0.00	756.65	756.65
8130.103 - Treatment/Disposal-Maint Tech	461.04	969.05	922.08	969.05	46.97
8130.200 - Treatment/Disposal-Equipment	0.00	80.82	0.00	80.82	80.82
8130.400 - Treatment/Disposal-Contractual	926.17	242.47	961.18	242.47	(718.71)
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	64.66	0.00	64.66	64.66
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	68.70	0.00	68.70	68.70
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	242.47	218.24	242.47	24.23
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,134.30	646.58	2,242.98	646.58	(1,596.40)
8130.463 - Treatment/Disposal-Maintenance & Repairs	6.99	969.86	12.50	969.86	957.36
8130.464 - Treatment/Disposal-Fuel Oil	111.54	242.47	245.70	242.47	(3.23)
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	8.42	80.82	16.84	80.82	63.98
8130.466 - Treatment/Disposal-Chemicals	0.00	161.64	0.00	161.64	161.64
8130.467 - Treatment/Disposal-Lab Testing	86.71	161.64	86.71	161.64	74.93
8130.468 - Treatment/Disposal-Sludge Disposal	309.57	404.11	309.57	404.11	94.54
9010.800 - State Retirement	0.00	202.05	9.01	202.05	193.04
9030.800 - Social Security	71.76	258.63	143.52	258.63	115.11
9040.800 - Workers' Compensation	145.34	290.96	200.84	290.96	90.12
9060.800 - Health Insurance	678.38	436.44	1,017.57	436.44	(581.13)
9730.600 - Bond Anticipation-Principal	0.00	0.00	77,610.00	0.00	(77,610.00)
Total Expenses	13,357.78	11,825.52	94,853.64	11,825.52	(83,028.12)
Revenue					
1001 - Real Property Tax	0.00	22,592.64	139,768.26	22,592.64	(117,175.62)
2401 - Interest & Earnings	0.00	0.00	10.31	0.00	(10.31)
2590 - Permits - Septic	0.00	161.64	0.00	161.64	161.64
Total Revenue	0.00	22,754.28	139,778.57	22,754.28	(117,024.29)
Net Assets	(13,357.78)	10,928.76	44,924.93	10,928.76	(33,996.17)
					(311.1) %

TE-Private Purpose Trust

Town of Duanesburg
 Operating Statement
 As of February 28, 2022

	Month Ending	Year To Date	
	02/28/2022	02/28/2022	Remaining
	Actual	Actual	
Expenses			
3410.800 - Service Award-Employee Benefits	3,700.00	64,995.00	(64,995.00)
Total Expenses	3,700.00	64,995.00	(64,995.00)
Revenue			
2401 - Interest & Earnings	0.00	0.12	(0.12)
Total Revenue	0.00	0.12	(0.12)
Net Assets	(3,700.00)	(64,994.88)	64,994.88

**Town of Duaneburg
Operating Statement
As of February 28, 2022**

**Year To Date
02/28/2022**

	Actual	Budget	Remaining	Summary
Expenses				
8989.400 - Misc Home & Comm Svc, Cont Expend	0.00	161.64	161.64	100.0 %
Total Expenses	0.00	161.64	161.64	100.0 %
Revenue				
1001 - Real Property Tax	1,000.00	161.64	(838.36)	(518.7) %
Total Revenue	1,000.00	161.64	(838.36)	(518.7) %
Net Assets	1,000.00	0.00	(1,000.00)	0.0 %

**Town of Duaneburg
Operating Statement
As of February 28, 2022**

	Month Ending 02/28/2022		Year To Date 02/28/2022		Summary
	Actual	Budget	Actual	Remaining	
Expenses					
5182.400 - Street Lighting-Contractual	402.39	969.86	702.70	267.16	27.5 %
Total Expenses	402.39	969.86	702.70	267.16	27.5 %
Revenue					
1001 - Real Property Tax	0.00	969.86	6,000.00	(5,030.14)	(518.6) %
Total Revenue	0.00	969.86	6,000.00	(5,030.14)	(518.6) %
Net Assets	(402.39)	0.00	5,297.30	(5,297.30)	0.0 %

**Town of Duanesburg
Operating Statement
As of February 28, 2022**

	Month Ending	Year To Date			Summary
	02/28/2022	Actual	Budget	02/28/2022	
Expenses					
5182 400 - Street Lighting-Contractual	772.59	1,349.18	1,616.44	267.26	16.5 %
Total Expenses	772.59	1,349.18	1,616.44	267.26	16.5 %
Revenue					
1001 - Real Property Tax	0.00	10,000.00	1,616.44	(8,383.56)	(518.6) %
Total Revenue	0.00	10,000.00	1,616.44	(8,383.56)	(518.6) %
Net Assets	(772.59)	8,650.82	0.00	(8,650.82)	0.0 %

**Town of Duanesburg
Operating Statement
As of February 28, 2022**

	Month Ending	Year To Date		Summary
	02/28/2022	Budget	02/28/2022	
	Actual		Remaining	
Expenses				
5182.400 - Street Lighting-Contractual	354.11	618.38	727.40	109.02
Total Expenses	354.11	618.38	727.40	109.02
Revenue				
1001 - Real Property Tax	0.00	4,500.00	727.40	(3,772.60)
Total Revenue	0.00	4,500.00	727.40	(3,772.60)
Net Assets	(354.11)	3,881.62	0.00	(3,881.62)
				15.0 %
				15.0 %
				(518.6) %
				(518.6) %
				0.0 %

Town of Duanesburg Town Board

RESOLUTION NO. - 2022

March 10, 2022

Whereas, the Town Planning Board appointed AE Prime, who is an approved Town Designated Engineer and Town Vendor, to assist in the continuing review of the applications for two five-megawatt utility scale solar facilities made by Oak Hill 1 LLC and Oak Hill 2 LLC;

Whereas, the review of the project has required the evaluation of additional application documents, including the most recently submitted SWPPP and attendance of additional planning board meetings;

Now therefore be it resolved, that the Town Board hereby approves Amendment # 5 to the existing agreement with Prime AE contingent upon the applicant providing the funds to the Town escrow account in the amount requested in Amendment #5.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 10, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
John Ganther Jr.	Yea	Nay	Abstain
Francis R. Potter	Yea	Nay	Abstain
Diane Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain



Albany Office
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12208
P: 518.382.1774

March 8, 2022

Dale Warner
Town Planner
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Town of Duanesburg
Eden Renewables (Oak Hill) Solar Project Review
GNY02WD-18510-01 Amendment #5 for Engineering Services

Dear Mr. Warner:

We are pleased to provide this Amendment #5 for additional engineering services to the Town Planning Board for the Eden Renewables (Oak Hill) Solar Project review. Our Amendment #4 estimated fee has been exceeded based on the large volume of additional or revised documents that continue to be produced for our review. At this point, we anticipate attendance at one (1) more Planning Board meeting, a video meeting with Verdanterra representatives to review SWPPP comments and issuance of one (1) more comment letter.

We propose the following scope of engineering services for Amendment #5:

1. Complete the review of the revised project documents in accordance with the Town of Duanesburg Zoning and Solar Energy Facilities Laws.
2. Complete the SWPPP review in accordance with the NYS Stormwater Design Manual.
3. Develop a list of proposed conditions of approval for Planning Board member consideration.
4. Attend one (1) additional Planning Board meeting where the project will be discussed.
5. Attend one (1) video conference call with Verdanterra representatives.
6. Provide one (1) more comment letter.

We propose to provide the aforementioned services for a fee not to exceed \$5,900.00 to be billed monthly on a percentage complete basis. This amount can be provided to the applicant to provide supplemental funds in the escrow account to cover the additional engineering fees. Our work under this Amendment will be performed in accordance with our Standard Terms & Conditions that are still in effect. If you are in agreement with this scope of services and the aforementioned Standard Terms & Conditions, please return an executed copy of the Amendment.



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Mr. Dale Werner
Eden Renewables (Oak Hill) Solar Amendment #5
March 8, 2022
Page 2

If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY



Douglas P. Cole, PE
Senior Director of Engineering

Enclosure: Amendment #5

cc: William Wenzel, Supervisor



AGREEMENT MODIFICATION #5
GNY02WD-18510-01

KB GROUP OF NY, INC. and
TOWN OF DUANESBURG

This Agreement Modification #5 (hereinafter referred to as the "Amendment 5") is made and entered into this _____ day of March 2022, by and between **KB GROUP OF NY, Inc. dba PRIME AE Group of NY** having an address at 100 Great Oaks, Boulevard., Suite 114, Albany, NY 12208 ("KB Group") and **TOWN OF DUANESBURG**, having an address at 5853 Western Turnpike, Duanesburg, NY 12056, collectively referred to as "Parties".

RECITALS

- A. WHEREAS, the Parties have entered into an Agreement dated July 17, 2018 (hereinafter referred to as the "Agreement") for KB Group of NY to provide engineering services for the Eden Renewables (Oak Hill) Solar Project Review ("Project"), Amendment #1 dated July 19, 2021, Amendment #2 dated August 24, 2021, Amendment #3 dated October 26, 2021 and Amendment #4 dated 1/27/2022;
- B. WHEREAS, the Parties hereby further agree to amend the said Agreement in accordance with the terms and conditions contained in this Amendment 5.

AMENDMENT

NOW THEREFORE, in consideration of the mutual agreement of the Parties to amend the Agreement and for other good and valuable consideration which is acknowledged by the Parties, the Parties agree that the Agreement be amended as follows:

- 1. CLIENT has requested additional services for the Project and agrees to increase the not to exceed fee for KB Group of NY from \$37,400.00 to include additional services in the amount of \$5,900.00 for a total not to exceed fee of \$43,300.00.
- 2. KB Group agrees to provide additional services for the Project as follows:
 - a. Engineering services for additional project review in the amount of \$5,900.00 as per the scope in our letter dated March 8, 2022.

TERMS & CONDITIONS


The Parties agree that all of the terms and conditions of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

The Agreement, as amended by this Amendment 5, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. Any representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this Amendment 5 shall be of any force and effect. This Amendment 5 may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the day and year hereinbefore first written.

KB GROUP OF NY, Inc. dba PRIME AE GROUP OF NY



By: Kerry Hogan, P.E.

Title: Senior Vice President

TOWN OF DUANESBURG

By: William Wenzel

Title: Supervisor

Town of Duanesburg Town Board

RESOLUTION NO. ___-2022

March 10, 2022

WHEREAS, the Mariaville Wastewater Treatment Plant (the “Mariaville WWTP”) serves Mariaville Lake Sewer District No. 2; and

WHEREAS, the New York State Department of Environmental Conservation amended the New York State Pollutant Discharge Elimination System Permit for the Mariaville WWTP requiring that the Mariaville WWTP effluent be disinfected (the “Proposed Improvements”); and

WHEREAS, the Town of Duanesburg (the “Town”) retained Delaware Engineering, D.P.C. (“DE”), through a professional engineering services agreement (the “Agreement”), for services relating to Proposed Improvements including, but not limited to, planning and/or design of the improvements, bidding/award, construction management and inspection, and grant administration assistance; and

WHEREAS, the bidding on the general construction of the Proposed Improvements (“Contract No. TD1-G-21-GENERAL”) was undertaken as required by law and the lowest bidder was Rozell East of Queensbury (“Rozell East”) with a base bid contract price of **\$159,500.00**; and

WHEREAS, DE has recommended to the Town Board in correspondence dated March 2, 2022 after a careful review of the bid specifications and the bidder’s response to accept the bid by Rozell East; and

WHEREAS, the Town Board previously adopted a bond resolution on July 26, 2018 authorizing the financing of improvements and other costs related and incidental thereto, for the Proposed Improvements; estimating the maximum aggregate cost thereof to be \$400,000; appropriating said amount therefore and authorizing the issuance of \$400,000 serial bonds of the Town to finance said cost.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby:

- A. awards the Contract No. TD1-G-21-GENERAL to Rozell East of Queensbury, New York, the low bidder, for the base bid contract price of **\$159,500.00**; and
- B. authorizes the Town Supervisor to sign the Notice to Proceed and the contract with Rozell East to undertake the UV system for the Proposed Improvements the design of which was approved by the NYSDEC.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 10, 2022.

William Wenzel, Town Supervisor

Town Clerk/Deputy Town Clerk

Date

Date:

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

PO Box 160
Quaker Street, NY 12141

William Wenzel, Supervisor
Town Board
5853 Western Turnpike
Duanesburg, NY 12141

March 10, 2022

Re: Privilege of the Floor Town Board Meeting

Dear Supervisor Wenzel and the Town Board,

Please include my statement in the official meeting minutes as posted on the town website.

1. It appears that the approved minutes as posted on the town website may not be the same as the official minutes as kept in the town records. The website provides black and white photocopies that are so blurred and distorted that the image and text cannot be recognized or read. There are more than five planning board meeting minutes that refer to Privilege of the Floor "comments by Lynne Bruning - see attached" and there are no comments attached. Exhibit A

The town website does not provide a disclaimer that the minutes posted to the town website may not be representative of the official minutes.

I request that the town board post the official minutes on the town website. Citizens comments and supporting documents which are printed in color should be recorded in the same manner they are provided to the town. This will also give clarity to town documents that may be required for court records and any future litigation.

Providing the official minutes on the town website may provide clarity, accountability and transparency of town business to the taxpayers. It may also save the town clerk time and resources when providing Freedom of Information requests.

2. I am concerned that the March 7, 2022 SWPPP Section 11.2.2 claims that the "designated storage areas" are found on the construction drawings. I am unable to locate the "designated storage areas" in the March 7, 2022 construction drawings Revision G Sheets 1 through 30 as provided in Amp's Drop Box. It is possible that this storage area may be the farm field abutting Duanesburg Road in full view of passersby. Will it be located elsewhere on the combined 140 acres? Will it be limited to within the fenced boundary lines?

To protect passerby and taxpayer views I request that the Applicant provide drawing number(s) and location where the "designated storage areas" are located.

Section 11.2.2. also mentions "Project Marshaling Yard". I am unable to locate this on either of Oak Hill Solar's site plan Revision G Sheets 1 to 30. Can the Applicant put a marshaling yard on either of the parcels at a later date without board approval? If a marshaling yard is used by the Applicant for their projects that may be in other towns will this increase construction traffic at the Oak Hill Solar access Road? How would an increase in construction traffic be managed? Will semi trucks be permitted to idle in marshaling yard? How may this impact noise at the property line as regulated by solar law 3.j.?

The required driveway sight distance to the left is 820 feet and approximately 450 feet is provided. The driveway sight distance is deficient 370 feet. To protect the passerby's safety on Duanesburg Road I request that the Project site is not used as a marshaling yard.

3. It appears that the town has little to no oversight for the project. The "Qualified Inspector" appears to work for Oak Hill Solar. There may be little incentive to follow DEC regulations, the town zoning ordinance or solar law. Since 2018 the Applicant has not respectfully engaged with the abutting land owners. In 2021 the Applicant mailed notification to all abutting landowner, except Biggs. The Applicant claimed because of legal action, of which Amp and Greencells were not involved in, they did not have to notify the Biggs.

Comparison of the May 7, 2018 sketch/site plan to the March 11, 2019 site plan sheets 1 to 10, and the September 5, 2019 Sheets 1 to 11, and the March 7, 2022 Drawing C2.00 Sheet 8 of 30, reflects acres upon acres of deforestation. SEQR began July 2018 and ended July 2019. It appears that Oak Hill Solar may have violated SEQR 617.3(c) prohibiting site disturbance while an action is under review. The Applicant may have violated Solar Law 3.f and 3.i limiting deforestation to 20,000 square feet. I request that the state and town enforce the laws that protects lands from deforestation.

The March 7, 2022 site plan Drawing C1.00 Sheet 4 of 30, C2.00 Sheet 8 of 30, C 3.00 Sheet 12 of 30, C 6.00 Sheet 22 of 30, and C7.00 Sheet 27 of 30 omit the nearest neighboring home on parcel 74.00-2-6, Lands of Ganster. Drawing C7.00 sheet 27 of 30 still mislabels Biggs Barn and the Biggs House. This continued error reflects the incorrect view plane from Biggs' two-story house. Drawing C8.00 Sheet 28 of 30 omit all neighboring houses on 74.00-3-18, 74.00-3-16.121 Lands of Unser, and 74.00-2-6 Lands of Ganster.

We have zero confidence that the owner/operator/manager and "Qualified Inspector" will follow local or state law.

We request that the town board strongly encourage the planning board to place conditions on the project that permit the town to obtain increased access to the site during construction, operation and decommissioning. Additionally we request that annual inspections include two of the abutting landowners.

Thank you for your time and consideration.

Respectfully,
Susan Biggs

Lynne Bruning
720-272-0956
lynnebruning@gmail.com

Enc: May 7, 2018 EDP to Board Sketch/Site plan Sheet 1 of 1 annotated in color to show tree-line

March 11, 2019 and resubmitted June 6, 2019 EDP to Board Sheet 1 of 10 annotated in color to show tree-line

September 5, 2019 Sheet 1 of 11 EDP to Board annotated in color to show tree-line. (The site plan does not show resubmit to Board September 5, 2019)

March 7, 2022 Amp / Greencells / Vendanterra to Board Revision G Drawing C.2.00 Sheet 8 of 30 annotated in color to show tree-line

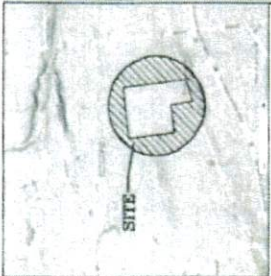
October 5, 2018 Satelite Image from planet.com

June 6, 2019 Satelite Image from panet.com

October 10, 2018 Satelite Image planet.com color photo with Oak Hill Solar parcels outlined in red

June 9, 2019 Satelite Image planet.com color photo with Oak Hill Solar parcels outlined in red

Cc: Jeffery Schmitt

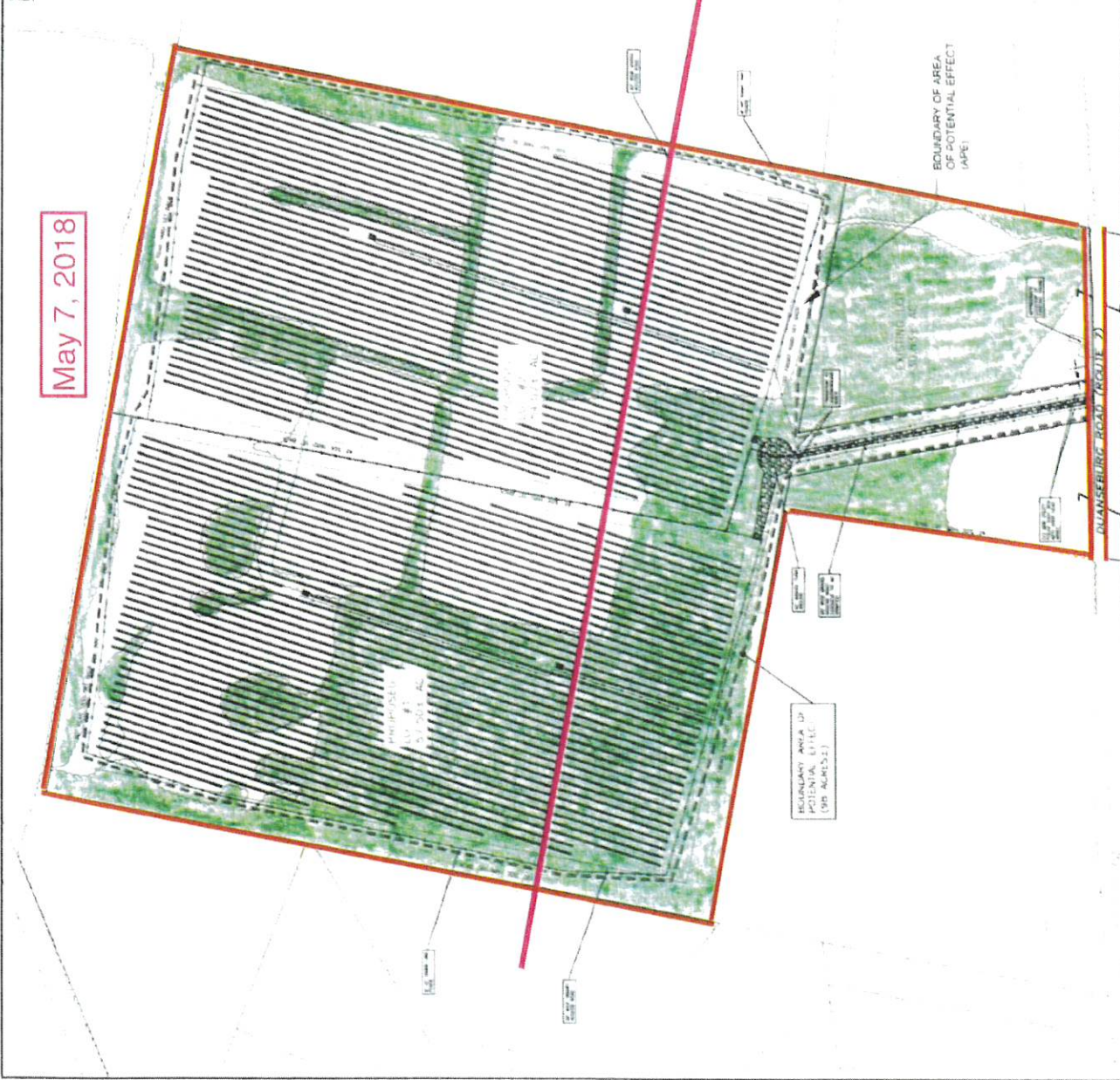


SITE STATISTICS

EXISTING ZONING	AGRICULTURAL AND RESIDENTIAL (P-2)
EXISTING PARCEL AREA	142.17 ACRES
PROPOSED SOLAR FIELD DE TRACKS	100 FT
FRONT YARD	150 FT
SIDE YARD	80 FT
REAR YARD	80 FT
TOWNSHIP DISTRICT	TRANSWIND CLAYTON
TYPE LOTS/BLK	UNIMPLED LOT #1
	UNIMPLED LOT #2
	UNIMPLED LOT #3
	UNIMPLED LOT #4
	UNIMPLED LOT #5
	UNIMPLED LOT #6
	UNIMPLED LOT #7
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	UNIMPLED LOT #97
	UNIMPLED LOT #98
	UNIMPLED LOT #99
	UNIMPLED LOT #100



May 7, 2018



PROPOSED SITE PLAN FOR

OAK HILL SOLAR 1&2

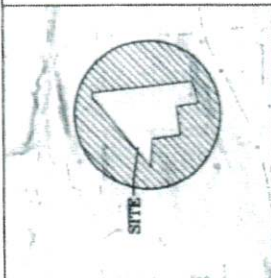
APPLICANT:

OAK HILL SOLAR 1, LLC & OAK HILL SOLAR 2, LLC

13950 DUANESBURG ROAD

TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK

March 11, 2019
June 6, 2019



SITE LOCATION MAP



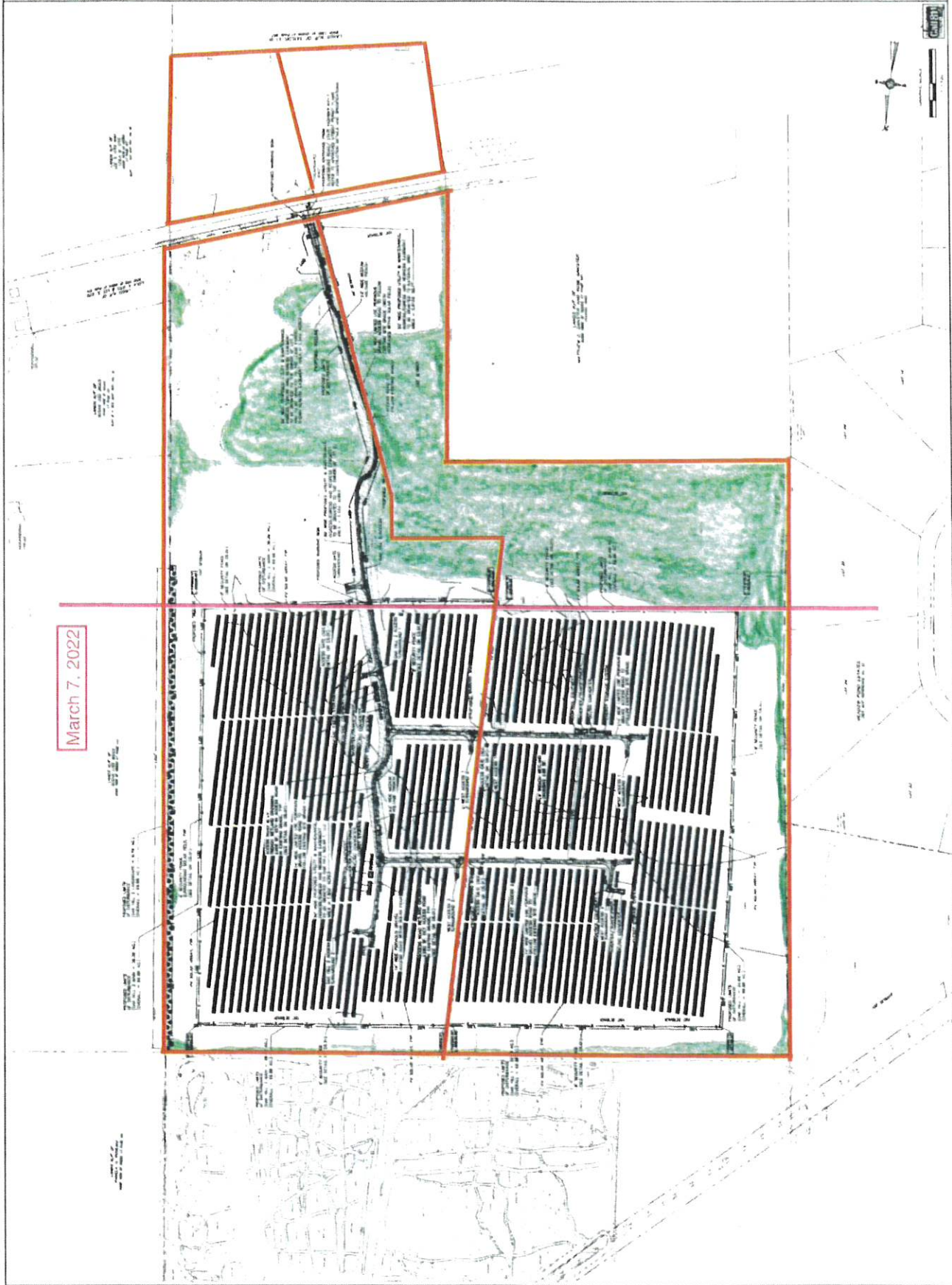
- DRAWING INDEX**
- 1 OF 10 CONCEPT
 - 2 OF 10 LAYOUT CONTOURS
 - 3 OF 10 SITE PLAN OAK HILL 1
 - 4 OF 10 SITE PLAN OAK HILL 2
 - 5 OF 10 SITE PLAN ACCESS ROAD
 - 6 OF 10 PROPOSED SOLAR FIELD SETBACK
 - 7 OF 10 PROPOSED SOLAR FIELD SETBACK
 - 8 OF 10 PROPOSED SOLAR FIELD SETBACK
 - 9 OF 10 PROPOSED SOLAR FIELD SETBACK
 - 10 OF 10 PROPOSED SOLAR FIELD SETBACK
 - 11 OF 10 PROPOSED SOLAR FIELD SETBACK
 - 12 OF 10 PROPOSED SOLAR FIELD SETBACK

SITE STATISTICS

EXISTING ZONING	AGRICULTURAL AND RESIDENTIAL (A-2)
TOTAL AREA	10,378 AC
LOT 1	10,357 AC
LOT 2	21 AC
PROPOSED SOLAR FIELD SETBACK	
FROM	OAK HILL 1: 100 FT
SIZE	OAK HILL 2: 100 FT
SEAM	OAK HILL 1: 40 FT
	OAK HILL 2: 40 FT
	OAK HILL 1: 100 FT
	OAK HILL 2: 100 FT
ACCESS ROAD LENGTH	8,170 FT
SCHOOL DISTRICT	DUANESBURG CENTRAL
FIRE DISTRICT	GRANITE 51 FIRE DEPARTMENT
OAK HILL SOLAR 1	21.8 ACRES FENCED AREA
OAK HILL SOLAR 2	33.15 ACRES FENCED AREA
PROPOSED DISTURBANCE	43.95 AC (1,084 SF)
ACCESS ROAD	81.24 AC (1,984 SF)

PLANS PREPARED BY:

edp ENVIRONMENTAL DESIGN PARTNERSHIP, LLC



March 7, 2022

October 10, 2018 13590 - 13592 Duaneburg Road Delanson, NY 12053



June 6, 2019 13590 - 13592 Duaneburg Road Delanson, NY 12053



**Town of Duaneburg
Vouchers per Fund**

Fund		Amount
General Fund		\$ 60,684.47
Highway Fund		\$ 12,329.74
Capital Projects Fund - H11		\$ 2,230.20
Sewer District #1		\$ 5,573.37
Sewer District #2		\$ 5,333.96
Sewer District #3		\$ 2,378.14
	Total	\$ 88,529.88

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2022

March 24, 2022

WHEREAS, the Mariaville Wastewater Treatment Plant (the “Mariaville WWTP”) serves Mariaville Lake Sewer District No. 2; and

WHEREAS, the New York State Department of Environmental Conservation amended the New York State Pollutant Discharge Elimination System Permit for the Mariaville WWTP requiring that the Mariaville WWTP effluent be disinfected (the “Proposed Improvements”); and

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 March 10, 2022, for Town Board review in the amount of **\$2,230.20** for professional services rendered through February 27, 2022 (“Professional Services Invoice No. 4”); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 4; authorizes the payment of the invoice using the BAN funds borrowed for this purpose; and directs that the Town seek reimbursement from NYSDEC for the costs associated with the Project in accordance with the terms of the Grant Agreement with NYSDEC;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 24, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
John Ganther Jr.	Yea	Nay	Abstain
Francis R. Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain



C 22043
DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432



ORIGINAL

March 17, 2022

Town of Duanesburg
Attn.: Bill Wenzel, Town Supervisor
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

Re: Mariaville WWTP (SD#2)
Disinfection Improvements Project - Professional Services Invoice #4

Dear Bill:

Attached for Town review, processing and payment is our invoice totaling \$2,230.20 for services related to the above referenced project.

Services provided through February 2022 included:

- Continued communications with Town and regulatory agencies
- Assist Town with coordination of the bidding process
- Travel to site to review project scope with potential bidders
- Preparation of DEC grant documentation

Services anticipated to be provided during March 2022 include:

- Continued communications with Town and regulatory agencies
- Continue bidding assistance with Town and contractors
- Receive and review construction bids
- Provide bid/award recommendation to Town Board
- Coordinate bid award documentation with Town and selected contractor
- Continue preparation of DEC grant documentation

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)

03-2022.Duanesburg (T) Mariaville WWTP Disinfection Improvements CL 4



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



ORIGINAL

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

Invoice number 20-2078-4
 Date 03/10/2022

Project 20-2078 Town of Duanesburg - Marlville
 WWTP Disinfection Improvements

For Services Rendered Through February 27, 2022

2 Bid/Award

	Hours	Rate	Billed Amount
Brian P. Clancy	1.50	120.00	180.00
William J. Brown	12.00	165.00	1,980.00
subtotal	13.50		2,160.00

REIMBURSABLES

	Units	Rate	Billed Amount
Mileage - Oneonta 2022	120.00	0.585	70.20
Phase subtotal			2,230.20

Invoice total **2,230.20**

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 13820 Phone 607-482-8078/FAX 607-482-0482

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



ORIGINAL

PROJECT ID 20-2078

PROJECT: Mariaville WWTP Disinfection Improvements
INVOICE/REQUISITION No.: 4

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 29,851.25	\$ 29,851.25	
Reimbursable Expenses	\$ -	\$ 146.43	\$ 146.43	
SUBTOTAL - TASK 1	\$ -	\$ 29,997.68	\$ 29,997.68	\$ 30,000.00
2. Task 2 - Bid/Award				
Labor	\$ 2,160.00	\$ 990.00	\$ 3,150.00	
Reimbursable Expenses	\$ 70.20	\$ -	\$ 70.20	
SUBTOTAL - TASK 2	\$ 2,230.20	\$ 990.00	\$ 3,220.20	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 3	\$ -	\$ -	\$ -	\$ 15,000.00
4. Task 4 - Construction Inspection				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 4	\$ -	\$ -	\$ -	\$ 17,500.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 2,500.00

DELAWARE ENGINEERING, D.P.C.

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



ORIGINAL

	<u>COST</u>	<u>PREVIOUS COST</u>	<u>COST TO DATE</u>	<u>BUDGET</u>
6. Task 6 - NYSDEC Contract Coordination				
Labor	\$ -	\$ 1,430.00	\$ 1,430.00	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 6	\$ -	\$ 1,430.00	\$ 1,430.00	\$ 8,250.00
TOTAL	<u>\$ 2,230.20</u>	<u>\$ 32,417.68</u>	<u>\$ 34,647.88</u>	<u>\$ 80,750.00</u>
AMOUNT DUE FOR CURRENT SERVICES	<u>\$ 2,230.20</u>			
AMOUNT PAST DUE	<u>\$ 7,120.00</u>	Invoice #3, 2/7/2022		
TOTAL NOW DUE	<u>\$ 9,350.20</u>			
BUDGET BALANCE	\$ 46,102.12			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Town of Duanesburg Town Board Resolution # _____ - 2022

Date of Town Board Meeting – March 24, 2022

Moved by _____; Seconded by _____

WHEREAS, Oak Hill Solar LLC 1 and 2 have applied for and received amended approvals from the Town of Duanesburg Planning Board, including the issuance of a negative declaration of environmental significance for the Projects which are Type 1 Projects by the Planning Board as SEQRA lead agency;

WHEREAS, the changes to the Projects resulted in an increase in the cost to decommission the Projects and the increase in decommissioning cost is set forth in the November 23, 2021 Decommissioning Statement which was reviewed by Prime AE, the Planning Board’s consulting engineer, and which was reviewed and approved by the Planning Board (a copy of the Decommissioning Statement is available on the Town website);

WHEREAS, Section 3 of the Decommissioning Statement provides that “[t]he fully inclusive cost to decommission the Projects, as defined in Section 2, herein, is estimated at \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2 (the “Estimated Decommissioning Cost”), as detailed in Appendix 2. The Estimated Decommissioning Cost shall be adjusted annually to account for inflation, based upon the current Consumer Price Index (“CPI”) as maintained by the Bureau of Labor Statistics (the “Revised Estimated Decommissioning Cost”);

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to enter into an Amendment to the Decommissioning Agreement for the two Projects to increase the amount of the financial security for the decommissioning in accordance with the November 23, 2021 Decommissioning Statement approved by the Town Planning Board.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 24, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

**FIRST AMENDMENT TO
DECOMMISSIONING AGREEMENT**

WHEREAS, a DECOMMISSIONING AGREEMENT (“Agreement”), dated as of March 11, 2021 (the “Effective Date”), was made by and among 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 (referred to as the “Town”), Oak Hill Solar 1 LLC and Oak Hill Solar 2, LLC, two limited liability companies formed under the laws of the State of New York with principal offices at 518 17th St., Suite 950, Denver, CO 80202 (referred to as the “Operator”) and Richard Murray, an individual (referred to as the “Landowner”). The Town, the Operator and the Landowner may each be referred to herein as a “Party” and collectively, as the “Parties”.

WHEREAS, Operator proposed to permit, construct, operate, maintain and decommission two solar energy facilities with battery storage with an estimated size of five (5) megawatts of alternating-current (AC) nameplate capacity per project that will generate electric power (the “Project”), as shown on the amended Site Plans approved, along with the amended Special Use Permit by the Town of Duanesburg Planning Board on March 17, 2022 (the “Approvals”); and

WHEREAS, as part of seeking the Approvals, the Operator submitted an updated decommissioning estimate of \$372,527.46 for Oak Hill 1 and 372,296.32 for Oak Hill 2 as set forth in the document entitled “The Revised Oak Hill Community Solar 1 and 2 Decommissioning Statement,” dated November 23, 2021 (“Updated Estimate”), which Updated Estimate was approved by the Planning Board in the Approval and is attached hereto as **Schedule A**; and

WHEREAS, the Parties desire to enter into an Amendment to the Agreement to reflect the new decommissioning estimate and changes contained in the Updated Estimate, which Amendment has an amended Effective Date of March 24, 2022 (“First Amendment”); and

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At least 30 days prior to the commencement of construction of the solar panels or installation of the battery energy storage system, (the “Start Date”), the Operator shall post a bond with the form of financial security acceptable to the Town’s attorney in the amount of \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2, which financial security shall be for the benefit of the Town. Such funds are to be used for decommissioning of the Project in the event that the Project is not decommissioned by the Operator or the Landowner.

2. For purposes of clarity, the provisions in Paragraph 1 of the Agreement regarding providing a bond, letter of credit or cash deposit prior to the issuance of the building permit are superseded and replaced by Paragraph 1 of this First Amendment.

3. Whereas, the Notice provisions contained in Paragraph 11 of the Agreement are modified as follows (and in all other respects remain as set forth in Paragraph 11):

To Operator:

Oak Hill Solar 1 and 2 LLCs c/o
AMP Solar Development Inc.
518 17th St., Suite 950
Denver, CO 80202

To Landowner:

Estate of Richard Murray
157 Barrett Street
Schenectady, NY 12305

4. All other terms of the Agreement shall remain in force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended Agreement as of the Effective Date stated herein.

Town of Duanesburg:

By: _____
Name: _____
Title: _____

Operators:

Oak Hill Solar 1 and 2, LLCs

By: _____
Name: _____
Title: _____

Landowner:

By: _____
Name: _____
Title: _____

**OAK HILL COMMUNITY SOLAR 1 AND 2
DECOMMISSIONING STATEMENT**



ORIGINAL

ENTERED ON 8/5/19

BY: DW 3:35

CONTENTS:

1. INTRODUCTION
2. DECOMMISSIONING PLAN
3. COST OF DECOMMISSIONING
4. ESTABLISHMENT OF DECOMMISSIONING FUND
5. DEMOLITION INSTRUCTIONS

APPENDICES:

APPENDIX 1:	SITE LOCATION PLAN
APPENDIX 2:	BREAKDOWN OF DECOMMISSIONING COSTS
APPENDIX 3:	NYSERDA FACT SHEET
APPENDIX 4:	IRREVOCABLE STANDBY LETTER OF CREDIT



ORIGINAL

ENTERED ON: 9/5/19
BY: DW 3:35

1. INTRODUCTION

Oak Hill Solar 1 & 2, LLC (the "Applicant"), a New York limited liability company, hereby submits this plan for the eventual decommissioning of the two proposed 5 MWAC/7.5 MWDC community solar electric generation facilities located at 13950 Duaneburg Road, Delanson, NY 12053, in the Town of Duaneburg (the "Town") within Schenectady County in New York State (the "Projects") and the establishment of a decommissioning fund (the "Decommissioning Fund") for review as part of the "Solar Energy Facilities Law" as adopted by the Town of Duaneburg through Resolution NO. 107-2016 (the "Solar Bylaw"), before the planning board of the Town of Duaneburg (the "Board").

A site location plan is provided at Appendix 1 for reference.

2. DECOMMISSIONING ACTIVITIES

The Projects are anticipated to operate for 25-30 years. At the time the Projects ceases to operate, Applicant will perform decommissioning which shall include removal of all energy facilities, structures and equipment including any subsurface wires and footings from the parcel. Any access roads created for building or maintaining the system shall also be removed and re-planted with vegetation. The solar panels and all other equipment removed from the project site, unless being reused or repurposed for another project, shall be recycled in accordance with all applicable New York State policies and procedures in effect at the time of decommissioning.

Further, decommissioning will include restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties. Specifically, such decommissioning shall include, but is not limited to, physical removal of all ground-mounted solar collectors, structures, equipment, security barriers and transmission lines from the site.

3. COST OF DECOMMISSIONING

The fully inclusive cost to decommission each Project, as defined in Section 2 herein, is estimated at \$211,381 (the "Estimated Decommissioning Cost"), as detailed in Appendix 2.

The Estimated Decommissioning Cost shall be adjusted annually to account for inflation, based upon the current Consumer Price Index ("CPI") as maintained by the Bureau of Labor Statistics (the "Revised Estimated Decommissioning Cost").

4. ESTABLISHMENT OF DECOMMISSIONING FUND

The Decommissioning Fund will be funded with either (i) a surety bond (the "Bond") or (ii) an irrevocable standby Letter of Credit (the "LC") that is solely for the benefit of the Town. No other entity, including Applicant, shall have the ability to demand payment under the Decommissioning Fund. A draft LC form is attached to this Plan as Appendix 4. The LC or other Board-approved financial security, shall be in place and filed with the Board prior to commencement of construction.

Every five years and for the Project's life, Applicant shall file a report with the Board on the effect of the annual Inflation adjustment, as noted above, including a Revised Estimated Decommissioning Cost. If the Revised Estimated Decommissioning Cost exceeds the then current Estimated Decommissioning Cost, Applicant shall create a new or amended Bond (or other appropriate financial security) to be issued to reflect the Revised Estimated Decommissioning Cost. In the event the CPI has a negative value at the time the annual adjustment is calculated, the value of the Bond (or other appropriate financial security) shall not be reduced.

At the end of the Project's useful life, and in the event Applicant does not seek Board approval to repower the Project, Applicant will decommission the Project as required under the Board's Solar Bylaw. Upon completion of decommissioning, Applicant shall seek a certification of completion from the Board. The certification will be provided to the issuing bank with instructions to terminate the LC (or another appropriate financial security).

The Board shall have the right to draw on the LC (or other appropriate financial security) to pay the costs of decommissioning in the event that Applicant (or its successor) is unable or unwilling to commence decommissioning due to dissolution, bankruptcy, or otherwise. Prior to the Board drawing on the LC (or other appropriate financial security), Applicant shall have a reasonable period of time to commence decommissioning, not to exceed ninety days following issuance of a Board order requiring decommissioning of the Project.

5. DEMOLITION INSTRUCTIONS

The following list is the sequential procedure that should be followed by the town for removal of the system pursuant to this plan:

- a. Project Component Removal
All control cabinets, electronic components, and internal cables will be removed along with the panels, racks, and inverters. These components will be lowered to the ground where they will be transported whole for reconditioning and reuse, or disassembled/cut into more easily transportable sections for salvageable, recyclable, or disposable components.



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BY: DW 3:35

b. PV Module Removal

The Project's solar photovoltaic panels are manufactured according to the regulatory toxicity requirements based on the Toxicity Characteristic Leaching Procedure (TCLP). Under these regulations, solar panels are not considered hazardous waste. The panels used in the Project will contain:

Glass	75%
Polymers	10%
Aluminum	8%
Silicon	5%
Copper	1%
Silver	1%

All which have recycling or resale value. Modules will be dismantled and packaged per manufacturer, approved recyclers or resellers specifications and shipped to an approved off-site solar panel recycler.

It is important to recognize that solar panels have a minimum 10 year product warranty and a minimum 25 year performance guarantee. Those warranties have a direct impact on the panels' salvage value. The earlier the decommissioning event the higher salvage value.

International Renewable Energy Agency (IRENA) and the International Energy Agency's Photovoltaic Power Systems Programme (IEA-PVPS) published a detailed report titled, "The End-of-Life Management: Solar Photovoltaic Panels" that projects the PV panel waste volumes to 2050 and highlights that recycling or repurposing of solar PV panels at the end of their 30-year lifetime will unlock a large stock of raw materials and valuable components. The report estimates that PV panel waste, comprised could total 78 million tonnes globally by 2050. The value of the recovered material could exceed \$15 billion by 2050. This potential material influx could produce 2 billion new panels or be sold into global commodity markets.

Below is a short list of American companies that already operate in the solar panel recycling or repurposing market.

<http://www.tekoverly.com/>

<http://www.morgenindustries.com/index.html>

<https://echoenvironmental.com/solar-panel-recycling/>

<http://www.glrnow.com/>

<http://www.intercotradingco.com/usa-solar-panel-recycling/>

<https://silrec.com/>

<http://www.solarsilicon.com/>

c. Electric Wire Removal

The copper and aluminum electric wires have a value for recycling. The DC wiring can be removed manually from the panels to the inverter. Underground wire in the project will be pulled and removed from the ground. Overhead cabling for the interconnection will be removed from poles. All wire will be sent to an approved recycling facility.

d. Racking and Fencing removal

All racking and fencing material like posts that were driven into the ground will be pulled, broken down into manageable units, removed from the facility and sent to an approved recycler.

e. Concrete Slab Removal

Concrete slabs used as equipment pads will be broken and removed to a depth of two feet below grade. Clean concrete will be crushed and disposed of off-site and/or recycled and reused either on or off-site. The excavation will be filled with subgrade material of quality and compacted density comparable to the surrounding area.

f. Access Road

The last structure to be removed is the access roads. They will be stripped exposing the geotextile beneath. The geotextile will then be removed and disposed of revealing the original soil surface. The compacted soil beneath the road fill might require ripping with a subsoiler plow to loosen it before it can be returned to crop production. Some of the access road might be retained by the landowner as it will be an improvement for their farm access.

g. Site Restoration Process

The site consists of 65.2 acres of agricultural land. Following the decommissioning activities, the sub-grade material, and topsoil from affected areas will be de-compacted and restored to a density and depth consistent with the surrounding areas. All unexcavated areas compacted by equipment used in decommissioning shall be de-compacted in a manner to adequately restore the topsoil and sub-grade material to the proper density consistent and compatible with the surrounding area.

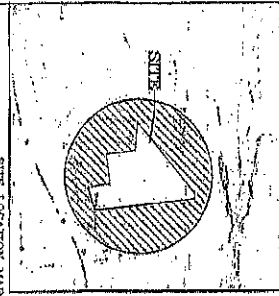
If the subsequent use for the Project site will involve agriculture, a deep till of the project site will be undertaken. The affected areas will be inspected, thoroughly cleaned, and all construction-related debris removed. Disturbed areas will be reseeded to promote the re-vegetation of the area unless the area is to be immediately redeveloped. In all areas restoration shall include, as reasonably required, leveling, terracing, mulching, and other necessary steps to prevent soil erosion, to ensure the establishment of suitable grasses and forbs, and to control noxious weeds and pests. The future use of the land for agricultural purposes would not be prejudiced.



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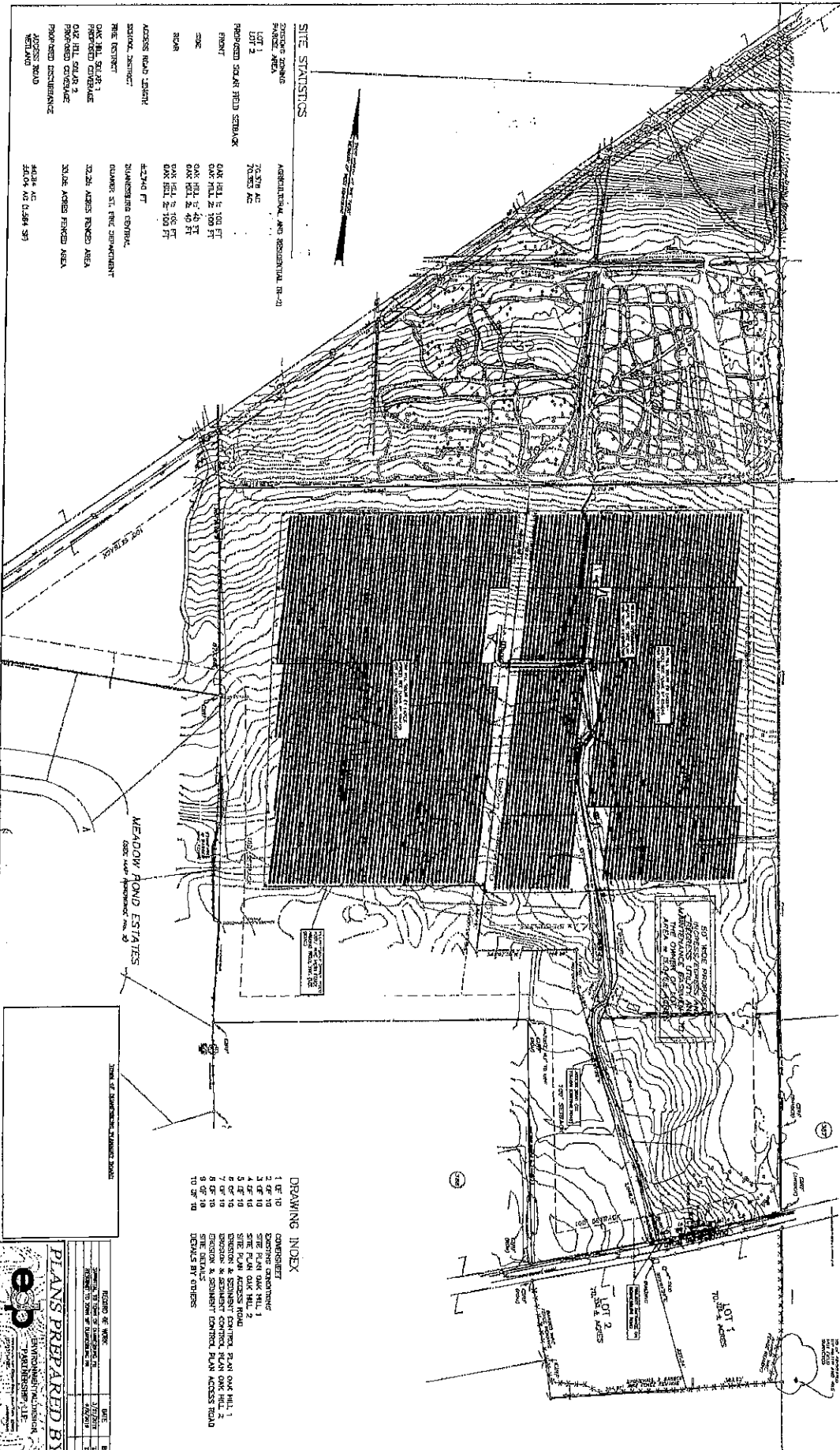
Appendix 1
Site Location Plan

ENTERED ON 9/15/19
BY: DW 3:35



SITE LOCATION MAP
SCALE: 1" = 1000'

PROPOSED SITE PLAN FOR
OAK HILL SOLAR 1&2
 APPLICANT:
 OAK HILL SOLAR 1, LLC & OAK HILL SOLAR 2, LLC
 13950 DUANESBURG ROAD
 TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK



SITE STATISTICS

ZONE	AGRICULTURAL AND RESIDENTIAL (R-4)
PERMITTED SQUARE FEET SETBACK	75,000 SQ. FT.
FRONT	0
REAR	0
ACCESS ROAD WIDTH	10 FT.
SETBACK, SIDE	5 FT.
SETBACK, FRONT	5 FT.
PERMITTED SQUARE FEET SETBACK	75,000 SQ. FT.
FRONT	0
REAR	0
ACCESS ROAD WIDTH	10 FT.
SETBACK, SIDE	5 FT.
SETBACK, FRONT	5 FT.

- DRAWING INDEX**
- 1 OF 10 COVER SHEET
 - 2 OF 10 EXISTING CONDITIONS
 - 3 OF 10 SITE PLAN OAK HILL 1
 - 4 OF 10 SITE PLAN OAK HILL 2
 - 5 OF 10 MEADOW HOUND ESTATES
 - 6 OF 10 DIMENSIONS & SEGMENT CONTROL PLAN OAK HILL 1
 - 7 OF 10 DIMENSIONS & SEGMENT CONTROL PLAN OAK HILL 2
 - 8 OF 10 DIMENSIONS & SEGMENT CONTROL PLAN ACCESS ROAD
 - 9 OF 10 DETAILS BY OTHERS
 - 10 OF 10

PLANS PREPARED BY:
 ENVIRONMENTAL DESIGN PARTNERSHIP, LLC
 13950 DUANESBURG ROAD
 TOWN OF DUANESBURG, NY 12158



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Appendix 2
Breakdown of Decommissioning Costs

12/16/19
 ENTERED ON 12/16/19

Applicant submits this breakdown of the Estimated Decommissioning Cost to support the proposed decommissioning fund of \$211,381 for each project based on 2019 cost of work estimates following the NYSERDA guidance which is based on the estimating practices followed by the State of Massachusetts and New York Southeast scrap value prices

It should be further noted that while the Decommissioning Fund is established in the amount equal to the gross decommissioning costs of \$211,381.00, there will likely be significant salvage value that would make the net system decommissioning cost lower than the proposed Decommissioning Fund amount.

To better explain the potential salvage value for this project we have completed a more detailed analysis of the current value of the main project components: solar panels, racking system aluminum/steel content and the electric cabling copper/aluminum content. The current published values for these materials can have a fairly large spread. For each item we choose to use the most conservative pricing available to assume current worst case scenario. As you can see from the summary analysis the current salvage value is 3 times higher than the proposed decommission cost.

Estimated Decommissioning Cost				
	Type	Quantity	Cost Per Item	Total
Fence Removal with Gate and CCTV	LF	7,818	\$4.50	\$34,281.00
Remove Transformers & Concrete Pads	Each	2	\$5,000.00	\$10,000.00
Remove Major Switch Gear & Concrete Pad	Each	1	\$5,000.00	\$5,000.00
Remove Modules and Racking	\$/MWac	5	\$9,000.00	\$45,000.00
Removal of Posts	Each	1,975	\$20.00	\$39,500.00
Remove & Dispose String Inverters, Storage and DC Converters	Each	60	\$300.00	\$18,000.00
Removal of Underground Wires and Backfill	LF	3,500	\$10.00	\$35,000.00
Site Restoration, Grade and Seed	Acre	10	\$900.00	\$9,000.00
Removal of Gravel Access Road	Cubic Yards	624	\$25.00	\$15,600.00
Current Total:				\$211,381.00
Total after 25 years of inflation (2.5% Inflation rate)				\$346,372.88
Detailed Salvage Value	Solar Panels	45,455	\$6.60	\$300,003.00
	Racking Steel (lbs)	1,168,100.00	\$0.05	\$58,405.00
	Racking Aluminum (lbs)	1,760,000.00	\$0.15	\$264,000.00
	Project Cabling (lbs)	75,931.00	\$0.73	\$55,429.63
Total Salvage Value				\$677,837.63
Proposed decommissioning fund				\$211,381.00

Appendix 3

NYSERDA Fact Sheet

DECOMMISSIONING SOLAR PANEL SYSTEMS



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ENTERED ON: 9/27/19
BY: DW 3:35

This fact sheet provides information to local governments and landowners on decommissioning of large-scale solar panel systems.

As local governments develop solar regulations and landowners negotiate land leases, it is important to understand the options for decommissioning solar panel systems and restoring project sites to their original status.

From a land use perspective, solar panel systems are generally considered large-scale when they constitute the primary use of the land, and can range from less than one acre in urban areas to 10 or more acres in rural areas. Depending on where they are sited, large-scale solar projects can have habitat, farmland, and aesthetic impacts. As a result, large-scale systems must often adhere to specific development standards.

Abandonment and decommissioning defined

Abandonment occurs when a solar array is inactive for a certain period of time.

- Abandonment requires that solar panel systems be removed after a specified period of time if they are no longer in use. Local governments establish timeframes for the removal of abandoned systems based on aesthetics, system size and complexity, and location. For example, the Town of Geneva, NY, defines a solar panel system as abandoned if construction has not started within 18 months of site plan approval, or if the completed system has been nonoperational for more than one year.¹
- Once a local government determines a solar panel system is abandoned, and has provided thirty (30) days prior written notice to the owner it can take enforcement actions, including imposing civil penalties/fines, and removing the system and imposing a lien on the property to recover associated costs.

Decommissioning is the process for removing an abandoned solar panel system and remediating the land.

- When describing requirements for decommissioning sites, it is possible to specifically require the removal of infrastructure, disposal of any components, and the stabilization and re-vegetation of the site.

What is a decommissioning plan?

Local governments may require to have a plan in place to remove solar panel systems at the end of their lifecycle, which is typically 20-40 years. A decommissioning plan outlines required steps to remove the system, dispose of or recycle its components, and restore the land to its original state. Plans may also include an estimated cost schedule and a form of decommissioning security (see Table 1).

What is the estimated cost of decommissioning?

Given the potential costs of decommissioning and land reclamation, it is reasonable for landowners and local governments to proactively consider system removal guarantees. A licensed professional engineer, preferably with solar development experience, can estimate decommissioning costs, which vary across the United States. Decommissioning costs will vary depending upon project size, location, and complexity. Table 1 provides an estimate of potential decommissioning costs for a ground-mounted 2-MW solar panel system. Figures are based on estimates from the Massachusetts solar market. Decommissioning costs for a New York solar installation may differ. Some materials from solar installations may be recycled, reused, or even sold resulting in no costs or compensation. Consider allowing a periodic reevaluation of decommissioning costs during the project's lifetime by a licensed professional engineer, as costs could decrease and the required payment should be reduced accordingly.

Table 1: Sample list of decommissioning tasks and estimated costs

Tasks	Estimated Cost (\$)
Remove Rack Wiring	\$2,450
Remove Panels	\$2,450
Dismantle Racks	\$12,380
Remove Electrical Equipment	\$1,850
Breakup and Remove Concrete Pads or Ballasts	\$1,500
Remove Racks	\$7,800
Remove Cable	\$8,500
Remove Ground Screws and Power Poles	\$13,850
Remove Fence	\$4,950
Grading	\$4,000
Seed Disturbed Areas	\$250
Truck to Recycling Center	\$2,250
Current Total	\$60,200
Total After 20 Years (2.5% Inflation Rate)	\$98,900

¹ Town of Geneva, N.Y. CODE § 130-4(D)(5) (2016);



NYSERDA

IRREVOCABLE STANDBY LETTER OF CREDIT

DATE:

Applicant:

Beneficiary:

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Dear Sir or Madam:

By order of _____ ("Applicant"), we, [insert name of issuing bank] ("Issuing Bank"), have established this irrevocable Standby Letter of Credit (this "Letter of Credit") in favor of the Town of Duanesburg ("Beneficiary"), , for an aggregate amount of up to \$_____, (as reduced pursuant to this Letter of Credit, the "Maximum Stated Amount") effective [insert initial date of this Letter of Credit] and expiring [insert date which is 364 days after the initial date of this Letter of Credit] as may be extended in accordance with the terms hereof (the "Expiration Date"). We are informed by the Applicant that this Letter of Credit is provided in connection with the Payment in Lieu of Taxes Agreement (the "Agreement"), dated [insert date of agreement], as amended from time to time, by and between Beneficiary and Applicant and is for the benefit of the Town of Duanesburg and Duanesburg Central School District.

The Maximum Stated Amount at the time of any drawing hereunder shall be immediately and permanently reduced by the amount of such drawing and otherwise as set forth herein.

Funds hereunder are available to Beneficiary, providing all terms and conditions of this Letter of Credit are strictly complied against Beneficiary's sight draft drawn on Issuing Bank in the form of **Annex A** and when accompanied by Beneficiary's statement purportedly signed by Beneficiary and reading as follows:

Either:

"An Event of Default under Section 6(a)(1) of the Agreement with respect to Applicant's due but unpaid PILOT Payments (as defined in the Agreement) has occurred, and the amount that Beneficiary is drawing under this Letter of Credit is due and owing



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ENTERED ON: 9/15/19
BY: DW 335

by Applicant to Beneficiary as a result of such Event of Default. A copy of the unpaid PILOT Payment invoice is attached to the sight draft."

Or

"The Letter of Credit Number _____ is set to expire on _____, 20__ (the "Expiration Date"). Beneficiary has received notice from Issuing Bank that this Letter of Credit will not be extended by Issuing Bank. Applicant is required to maintain a letter of credit securing Applicant's obligation to make PILOT Payments (as defined in the Agreement) under Section 3(o) of the Agreement ("Payment Security") and has failed to provide Beneficiary with alternative Payment Security at least thirty (30) calendar days prior to the Expiration Date, and as of the date of this drawing, has not provided Beneficiary with such Payment Security. As a result of the foregoing, Beneficiary is entitled to draw the Maximum Stated Amount of the Letter of Credit."

Issuing Bank hereby undertakes to honor Beneficiary's sight drafts drawn on Issuing Bank in accordance with this Letter of Credit by the date and time specified below, indicating the Letter of Credit number **[insert Letter of Credit number]**, if presented to Issuing Bank on a Business Day occurring on or before the applicable expiration date for an aggregate amount not to exceed the Maximum Stated Amount.

Any drawings under this Letter of Credit shall be presented to Issuing Bank at its counters by personal presentation, courier or messenger service. In addition, drawings may also be presented by fax transmission to **[Insert Issuing Bank fax number]** or such other fax number identified by Issuing Bank in a written notice to Beneficiary. To the extent a drawing is presented by fax transmission, Beneficiary must (i) provide telephone notification to Issuing Bank at **[Insert Issuing Bank telephone number]** prior to or simultaneously with the sending of such fax transmission and (ii) send the original of such drawing to Issuing Bank by overnight courier at **[Insert Issuing Bank address]**, however such original drawing documents will not be examined by us nor form part of the drawing. If a drawing is presented in compliance with the terms of this Letter of Credit to Issuing Bank at such address or fax number by 11:00 a.m., New York City Time, on any Business Day, payment will be made not later than the close of business, New York City Time, on the next Business Day and if such drawing is so presented to Issuing Bank after 11:00 a.m., New York City Time, on any Business Day, payment will be made on the second Business Day no later than the close of business, New York City Time.

If a demand for payment made hereunder does not conform to the terms and conditions of this Letter of Credit, Issuing Bank shall give Beneficiary notice in writing (or by telephone confirmed in writing) that Beneficiary's demand for payment was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefore and that Issuing Bank will upon Beneficiary's instructions hold any documents at Beneficiary's written direction or return the same to Beneficiary. Upon being notified that the demand for payment was not effected in conformity with this Letter of Credit, Beneficiary may correct any such non-conforming demand if, and to the extent that

Beneficiary is entitled and able to do so on or before the Expiration Date, but in no event shall the Expiration Date of this Letter of Credit be extended.

Issuing Bank has no duty or right to inquire into the validity of, or the basis for, any draw.

This Letter of Credit shall permit multiple partial drawings.

As used herein, "Business Day" means any day on which (A) commercial banks are not closed, or authorized or required to close, in New York City or (B) with respect to a certain drawing request, the bank to which funds are requested to be transferred hereunder as set forth in such drawing request is not closed, or authorized or required to close, and may receive such funds by wire transfer as requested hereunder.

Should Beneficiary have occasion to communicate with Issuing Bank regarding this Letter of Credit, kindly direct the communication to the attention of **[insert Issuing Bank address/department]** mentioning the Letter of Credit number **[insert letter of credit number]**.

This Letter of Credit, together with sight drafts submitted in accordance with the terms hereof, sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any document, instrument or agreement referred to herein, and any document, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document or agreement.

Except as far as otherwise expressly stated herein this Letter of Credit is subject to the International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590 (the "ISP"), and as to matters not governed by the ISP, shall be construed in accordance with the laws of the state of New York without regard to principles of conflicts of law that may result in the application of the laws of another jurisdiction.

As allowed by law, any payments hereunder shall be made free and clear of, and without deduction or set off for or on account of any present or future taxes, duties, charges, fees, deduction or withholding of any nature and by whomever imposed.

The Expiration Date of this Letter of Credit will be automatically extended without amendment for a period of one (1) year from the Expiration Date, or any future Expiration Date, unless at least sixty (60) days prior to the then current Expiration Date Issuing Bank sends notice to Beneficiary by overnight courier at Beneficiary's address shown above, that Issuing Bank elects not to extend the Expiration Date of this Letter of Credit for any such additional period.

ISSUING BANK

Authorized Signature

ANNEX A

 ORIGINAL

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

Date _____

ENTERED ON 9/15/19
BY: DW 5:55

Sight Draft

Pay to the order of the County of Chautauqua Industrial Development Agency the amount of \$_____ drawn under [Name of issuing bank] Irrevocable Standby Letter of Credit Number _____ dated _____, 20___. A copy of the unpaid PILOT Payment invoice is attached hereto [For a payment default].

[INSERT BENEFICIARY PAYMENT INSTRUCTIONS]

Town of Duanesburg

By:

Name:

Title:

cc:

**RESOLUTION INTRODUCING LOCAL LAW _____ OF 2022
AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE WITH
RESPECT TO CLEARING, GRADING AND TREE CLEAR-CUTTING IN EXCESS OF
ONE ACRE**

RESOLUTION NO. -2022

March ____, 2022

WHEREAS, the Town of Duanesburg Town Board (the “Town”) is proposing amendments to the Town of Duanesburg Zoning Ordinance with respect to clearing, grading and tree clear-cutting in excess of one acre (the “Proposed Local Law No. ____ of 2022”); and

WHEREAS, the language of the Proposed Local Law No. ____ of 2022 amends the Duanesburg Zoning Code to add Sub-Section 5.1.7 requiring site plan review and approval by the Duanesburg Planning Board where a property owner has proposed to clear, grade or clear-cut trees over 3 inches diameter at breast height in excess of one acre for purposes other than the selective harvest of mature timber; and

WHEREAS, the intent of this provision is not to limit selective harvest of mature timber undertaken in accordance with sound forestry practices; and

NOW THEREFORE BE IT RESOLVED that the Town Board hereby introduces the proposed local law; determines that Proposed Local Law No. ____ of 2022 is a Type I action and declares its intent to be SEQRA lead agency; directs the Town Clerk to provide the proposed Local Law to the Town Planning Board and the Town Zoning Board of Appeals for their comments and recommendations, and refers the proposed local law to Schenectady County Planning as required by the New York State General Municipal Law, along with Part 1 of the EAF.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March ____, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain

Andrew Lucks

Yea Nay Abstain

**TOWN OF DUANESBURG
INTRODUCTORY LOCAL LAW NO. ___ OF 2022**

**A Local Law to Amend Section 5.1 of the Town of Duanesburg Zoning Ordinance to Add
Sub-Section 5.1.7 Requiring Site Plan Approval for Cutting More Than One (1) Acre of
Trees**

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

SECTION 1. TITLE.

This “Local Law” shall be known as “A Local Law to Amend Section 5.1 of the Town of Duanesburg Zoning Ordinance to Add Sub-Section 5.1.7 Requiring Site Plan Approval for Cutting More Than One (1) Acre of Trees.”

SECTION 2. PURPOSE AND INTENT.

The Town Board of the Town of Duanesburg desires to amend Section 5.1 of the Town of Duanesburg Zoning Code and add Sub-Section 5.1.7, a sub-section that requires site plan review and approval by the Duanesburg Planning Board where a property owner proposes to clear, grade or clear-cut trees greater than three (3) inches in diameter at breast height where such activities are proposed to affect more than one contiguous or adjacent acre of land. The Town of Duanesburg Town Board hereby finds that such activities are likely to have an adverse effect on surrounding properties by causing erosion and sedimentation, the creation of turbid stormwater, the destabilization of slopes and other environmental problems that can adversely affect the health, safety, and welfare of the community. Trees preserve air and water quality, provide shade to people and property, and enhance economic and aesthetic property values. Trees also stabilize soil, control air and water pollution, and provide a natural habitat for wildlife. Accordingly, it is hereby declared to be the policy of the Town of Duanesburg to regulate such activities by having the Town of Duanesburg Planning Board review them as part of the site plan approval process. This will also help ensure that projects are not commenced prior to the Town of Duanesburg Planning Board evaluating the projects as required by the NYS Environmental Quality Review Act.

It is not the intent of the Town Board to limit selective harvest of mature trees undertaken by property owners in accordance with sound forestry practices. Other appropriate exemptions have also been provided below.

SECTION 3. AUTHORITY.

This local law is adopted pursuant to New York State Municipal Home Rule Law and the New York State Town Law, and the general police powers vested with the Town of Duanesburg to provide for the health, safety and general welfare of persons and property within the Town.

SECTION 4. AMENDMENT

The Town Board of the Town of Duaneburg hereby amends the Town of Duaneburg Zoning Ordinance to add the following provision: "No clearing, grading or removal of trees that greater than 3 inches diameter at breast height by clear cutting may be undertaken in excess of one (1) acre of land, where such land is contiguous or adjacent, without site plan approval from the Planning Board with the following exceptions:

1. The harvesting of Christmas trees;
2. Reasonable site clearing preparatory to construction of a building for which a building permit has been issued;
3. The clearing and maintenance of land for agricultural purposes;
4. The harvesting of trees and firewood for the personal use of the property owner not to exceed 20 cords per year; and
5. The selective harvesting of mature trees undertaken by property owners in accordance with sound forestry practices.

SECTION 5. SEVERABILITY

If any word, clause, sentence, paragraph, section or part of this local law or the application thereof shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder of this local law or the application thereof and shall be limited to the part directly involved in the controversy and adjudged invalid. The Town Board hereby declares that it would have enacted this local law or the remainder thereof if the invalidity of such provision or application had been apparent.

SECTION 6. EFFECTIVE DATE

This local law shall take effect upon filing in the office of the New York State Secretary of State in accordance with the New York State Municipal Home Rule Law.