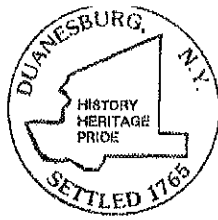


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



Michael Santulli, 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 9, 2023

Town of Duanesburg is inviting you to a scheduled Zoom meeting.

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 889 0570 1411

Passcode: 886918

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

Meeting ID: 889 0570 1411

Passcode: 886918

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to Order
Pledge of Allegiance
Prayer/Moment of Reflection

Public Hearing: Providing the General Public an Opportunity to Object to and Discuss the Proposed Developer Funded Extension to the Town Sewer District No. 3.

Approval of minutes for: Regular Town Board Meeting on Thursday, February 23, 2023

Town Clerk's Report
Supervisor's Report
Payment of Claims

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

Business Meeting:

1. **Motion to approve Randall Implements as a vendor and approves the purchase of the 60-inch mower in the amount of \$13,279.17.**
2. **Motion to approve the proposed extension of the Town Sewer District No. 3.**
3. **Motion to adopt Local Law No. 1 of 2023 “The Solar Energy Facilities Law of the Town of Duanesburg”.**
4. **Motion to approve the LOSAP points provided by the Mariaville Volunteer Fire Department.**
5. **Motion to accept the results of the Town Court Audit.**
6. **Motion to accept the results of the Town Clerk’s Office Audit.**
7. **Motion to authorize the town supervisor to sign the contract with the Montgomery County SPCA.**

Privilege of the Floor:

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

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on Thursday, **February 9, 2023** at 7:00 p.m. for the purpose of conducting a hearing to consider any objections which may be made to that certain petition (the "Petition"), brought by Valley Mobile Home Court, LLC and Primax Properties, LLC (the "Petitioners") to extend the Town of Duanesburg Sewer District No. 3.

A copy of the Petition is available for public inspection during normal business hours at the Town Clerk's office, 5853 Western Turnpike, Duanesburg, New York. At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: January 26, 2023

| Account# | Account Description | Fee Description | Qty | Local Share |
|--|---|--------------------------|-------------------------------------|-------------------|
| | Marriage License Fee | Marriage License Fee | 1 | 17.50 |
| | Misc. Fees | Certified Copies - Death | 13 | 130.00 |
| | Planning & Zoning Fees | Planning & Zoning Fees | 1 | 30.00 |
| | septic repair | septic repair | 1 | 50.00 |
| | | Sub-Total: | | \$227.50 |
| A1255 | Conservation | Conservation | 2 | 5.56 |
| | | Sub-Total: | | \$5.56 |
| A2544 | AFTER 30 DAYS | AFTER 30 DAYS | 3 | 15.00 |
| | Dog Licensing | Female, Spayed | 12 | 168.00 |
| | | Male, Neutered | 15 | 210.00 |
| | | Male, Unneutered | 2 | 44.00 |
| | | Sub-Total: | | \$437.00 |
| B2111 | Permit | Permit | 1 | 30.00 |
| | | Sub-Total: | | \$30.00 |
| B2555 | Building Permits | Building Permits | 6 | 1,495.00 |
| | Subdivision | Subdivision | 1 | 100.00 |
| | | Sub-Total: | | \$1,595.00 |
| | | | Total Local Shares Remitted: | \$2,295.06 |
| Amount paid to: | NYS Ag. & Markets for spay/neuter program | | | 33.00 |
| Amount paid to: | NYS Environmental Conservation | | | 399.44 |
| Amount paid to: | State Health Dept. For Marriage Licenses | | | 22.50 |
| Total State, County & Local Revenues: | | \$2,750.00 | Total Non-Local Revenues: | \$454.94 |

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 Duanesburg 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

Town Clerk

Date

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2023

March 9, 2023

WHEREAS, the Town of Duanesburg Sewer Districts are in need of a new lawnmower;
and

WHEREAS, the Town Staff received pricing on a new Briggs & Stratton 60 inch, 36 Hp or comparable lawn mowers through the following three vendors in compliance with the Town's procurement policy: Randall Implements \$13,279.17, Abele \$13,279.17, and Emerich \$13,548.99;
and

WHEREAS, the Town Board has confirmed that the lawn mower manufacturer, Briggs & Stratton, is a vendor on Buy Board under contract numbers 611-20 and 680-22; and

WHEREAS, Buy Board is a purchasing cooperative initiated by the National School Board Association (NSBA) and used by one hundred and sixty (160) New York State school districts, counties and municipalities; and

WHEREAS, the Town Board finds the equipment from Randall Implements to be sufficient and fairly priced, and the firm provides superior service; and

WHEREAS, the Town Board reviewed the equipment specifications, contract pricing and invoice from Randall Implements;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Randall Implements as a vendor for the Town and approves the purchase of the 60 inch 36 Hp Briggs & Stratton lawnmower and authorizes payment to Randall Implements in the amount of \$13,279.17 and directs that the funds shall be taken from the reserve funds held in the Sewer District accounts and hereby amends the budget as necessary to cover the expense this year.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its Town Board meeting of March 9, 2023.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|---------|
| Dianne Grant | Yea | Nay | Abstain |
| Michael Santulli | Yea | Nay | Abstain |
| Rick Potter | Yea | Nay | Abstain |
| William Wenzel | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |

Town of Duanesburg Town Board

RESOLUTION NO. _____ - 2023

March 9, 2023

WHEREAS, in June of 2022, Primax Properties, LLC submitted an application to the Town of Duanesburg Planning Board (the “TDPB”) for site plan and special use permit for a 10,696 +/- square foot, one story, retail facility for Dollar General (the “Project”) to be located within the C-2 Commercial and Manufacturing Zoning District off NYS Route 7 immediately adjacent to the lot containing the Pine Ridge Dental Offices and on the same side of the road as the Valero gas station and Dunkin Donuts;

WHEREAS, pursuant to those Resolutions of the TDPB, dated November 17, 2022, the TDPB, as SEQRA lead agency, after a coordinated review issued a negative declaration of environmental significance and conditionally approved the Project;

WHEREAS, in connection with the Project Approval, Valley Mobile Home Court, LLC and Primax Properties, LLC (the “Petitioners”) submitted a certain petition, dated February 8, 2023 (the “Petition”) to the Town Board for the approval of a certain Extension to the Town Sewer District No. 3 (the “Extension”), as more particularly described in the Petition, attached hereto as Exhibit A;

WHEREAS, in connection with the Extension, Petitioner Primax Properties, LLC shall construct the Sewer System as described in the Petition and, upon completion thereof, shall convey the Sewer System to the Town pursuant to the Bill of Sale annexed to the Petition and shall grant to the Town an easement over its property for the use and operation of the Sewer System pursuant to the Easement annexed to the Petition;

WHEREAS, the general public was properly notified of the Petition pursuant to the Notice of Public Hearing;

WHEREAS, the public hearing was duly held on March 9, 2023, and any public comments carefully considered; and

WHEREAS, upon the public hearing and review of the evidence provided thereat, and the review of the Petition and exhibits thereto, the Town Board has determined that the proposed Extension meets the requirements of New York CLS Town § 194 and other applicable New York laws because (a) the Petition was properly executed; (b) the property and property owners within the Extension are benefited thereby; (c) the property and property owners benefited are included within the limits of the Extension; (d) and that it is in the public interest to grant the relief sought in the Petition, subject to all improvements being funded by Petitioner Primax Properties, LLC with no public monies being expended thereon.

NOW, THEREFORE BE IT RESOLVED, that the proposed Extension of the Town Sewer District No. 3 as set forth in the Petition is hereby approved (the “Approval”); and

BE IT FURTHER RESOLVED, that the Approval is hereby conditioned upon the following:

1. Petitioner Primax Properties, LLC's construction of the Sewer System in compliance with Article 5 of the Town of Duanesburg Sewer Use Law, and on substantially the same terms as set forth on the Petition, at Petitioner Primax Properties, LLC's sole expense with the expenditure of no public funds;

2. Petitioner Primax Properties, LLC's execution of the Easement and the Bill of Sale.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 9, 2023.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|-------------|
| Dianne Grant | Yea | Nay | Abstain |
| Michael Santulli | | Yea | Nay Abstain |
| Rick Potter | Yea | Nay | Abstain |
| William Wenzel | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |

EXHIBIT "A" – THE PETITION

In the Matter of Extension of Town Sewer
District No. 3, within the C-2 Commercial and
Manufacturing Zoning District off NYS Route 7,

**PETITION TO EXTEND
SEWER DISTRICT NO. 3**

Valley Mobile Home Court, LLC and
Primax Properties, LLC, Petitioners

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

Valley Mobile Home Court, LLC and Primax Properties, LLC, the undersigned Petitioners herein, as and for the Petition to extend Town Sewer District No. 3 (the “**District**”) to that certain parcel of land located within Manufacturing Zoning District off NYS Route 7, part of Tax Map Parcel No. 55.00-4-11.6 (the “**Property**”), as more particularly described on the survey map attached hereto as Exhibit A, respectfully submits to the Town of Duanesburg Planning Board the following in accordance with New York CLS Town § 194:

1. That Petitioner Valley Mobile Home Court, LLC is the contract vendee of the Property, and such Property is taxable real property located wholly within the Town of Duanesburg, County of Schenectady, and State of New York and outside of any incorporated Village or City. That Petitioner Primax Properties, LLC is the contract vendee of the Property
2. That in June of 2022, Petitioner Primax Properties, LLC submitted an application to the Town of Duanesburg Planning Board (the “**TDPB**”) for site plan and special use permit for a 10,696 +/- square foot, one story, retail facility for Dollar General (the “**Project**”) to be located upon the Property.
3. That the Project contemplates the construction of a sewer line upon the Property and an extension (the “**Extension**”) of the Town of Duanesburg Sewer District No. 3 (the “**District**”), the boundary of which currently sits upon the real property adjacent to the Property.
4. That pursuant to those certain Resolutions of the TDPB, dated November 17, 2022 and attached hereto as Exhibit B, the TDBP conditionally approved the Project.
5. That in connection with the proposed Extension, Petitioner Primax Properties, LLC shall grant to the Town of Duanesburg a certain Sanitary Sewer Easement and Maintenance Agreement (the “**Easement**”). The proposed Easement is attached hereto as Exhibit C and provides for the access and maintenance of the Sewer System (as hereinafter defined) to be located within the Easement Area, as such term is defined in the Easement.
6. That in connection with the proposed Extension, Petitioner Primax Properties, LLC shall transfer all tangible components of the sewer line (the “**Sewer System**”) to the Town of Duanesburg, pursuant to that certain Bill of Sale, attached hereto as Exhibit

D.

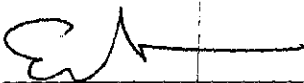
7. That no public monies are to be expended for the creation of the Extension nor is the Town of Duanesburg Sewer District required to construct or pay for any of the sewers and/or appurtenances to be installed in connection with the proposed Extension.
8. That the Extension and installation of the Sewer System shall be performed and constructed at Petitioner Primax Properties, LLC's sole cost and expense and shall be in compliance with Article 5 of the Town of Duanesburg Sewer Use Law.
9. That the Extension is in the Petitioner Primax Properties, LLC's interest because neither a septic system nor sewer system are located upon the Property.
10. That the Extension is in the public interest because the additional sewer services resulting from the Extension shall be assessed, levied and collected from year to year from the fee title owner of the Property.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the Petitioners herein respectfully requests that the Town of Duanesburg Town Board take such action as is required to effectuate the Extension of the District, in accordance with the Petition.

PETITIONER

VALLEY
MOBILE
HOME
COURT, LLC

By: 
Name: Eric Dden
Title: owner

PETITIONER

PRIMAX
PROPERTIES
, LLC

By: _____
Name: _____
Title: _____

WHEREFORE, the Petitioners herein respectfully requests that the Town of Duanesburg Town Board take such action as is required to effectuate the Extension of the District, in accordance with the Petition.

PETITIONER

VALLEY MOBILE HOME COURT, LLC

By: _____
Name: _____
Title: _____

PETITIONER

PRIMAX PROPERTIES, LLC


By:  _____
Name: Adam F. Sellner
Title: Vice President

EXHIBIT "A" – SURVEY MAP

EXHIBIT "B" - RESOLUTIONS

Resolution

Town of Duanesburg Town Planning Board

November 17, 2022

RECEIVED
NOV 18 2022
TOWN OF DUANESBURG
TOWN CLERK

Moved by Joshua Houghton and seconded by Matt Hoffman

WHEREAS, in June of 2022, Primax Properties, LLC submitted an application to the Town of Duanesburg Planning Board (TDPB) for site plan and special use permit for a 10,696 +/- square foot, one story, retail facility for Dollar General (the Project) to be located within the C-2 Commercial and Manufacturing Zoning District off NYS Route 7 immediately adjacent to the lot containing the Pine Ridge Dental Offices and on the same side of the road as the Valero gas station and Dunkin Donuts;

WHEREAS, the TDPB declared its intent to be lead agency for this unlisted action pursuant to the NYS Environmental Quality Review Act (SEQRA) and coordinated with all the involved agencies;

WHEREAS, the involved agencies did not object to the TDPB being lead agency for the unlisted action;

WHEREAS, the TDPB resolved to be lead agency and commenced the SEQRA review of the application, seeking comments from NYSDOT on the impacts to NYS Route 7, from NYSDEC on the presence of protected natural resources on the site and from the NYS Office of Parks Recreation and Historic Preservation on any impacts to resources eligible for or listed on the State or National Registers of Historic Places;

WHEREAS, the TDPB also retained as its consulting engineer for the review of the project, Dave Ingalls of Ingalls, LLP;

WHEREAS, the TDPB referred the application to Schenectady County Planning pursuant to the requirements of the NYS General Municipal Law and received a response on August 17, 2022 indicating that the Project was approved with the following conditions or modifications: "County Department of Environmental health approval for a non-community public water supply, NYSDEC approval of wastewater treatment system, and NYS DOT approval for highway access. The applicant should provide the boundary description and language for the proposed easement to ensure control of the appropriate setback area from the well as required by NYS DOH. The Book and Page for the filed easement should be provide on the final site plan. The site plan should depict the entire area of the easement and indicate how the boundary will be marked in the field for future identification."

WHEREAS, the notice of public hearing was duly published and was provided to adjoining landowners as required by the Town Zoning Ordinance, and a public hearing was held on September 15, 2022 at 7 p.m. for the purpose of receiving public comments on the project both

orally and in writing and the public hearing was closed, however, members of the public were allowed and encouraged to submit written comments for the TDPB's consideration;

WHEREAS, the TDPB has carefully considered all the comments that it has received on the Project;

WHEREAS, the Applicant has responded to all of the substantive public comments in its submissions to the TDPB following the public hearing and these responses and all comments are on file with the Town;

WHEREAS, the NYSOPRHP issued a letter dated June 27, 2022 finding that the Project will have no impacts on historic or archeological resources eligible for or listed on the State or National Registers of Historic Places;

WHEREAS, the NYSDOT has reviewed the project and has issued a phase 1 approval of the proposed location of the access road and has made several comments on the project which have been addressed by the Applicant and some of which will result in conditions;

WHEREAS, the TDBP along with the consulting engineer carefully reviewed the Project and requested many changes to the plans including the following: one access to NYS Route 7 and no access to Depot Road; improved architectural details including clapboard and stone on all sides of the building; no outdoor display or storage of retail items for sale or storage of shopping carts, with the exception of propane rental and ice machine, enhanced landscaping, particularly in the front of facility to address car headlines shining across NYS Route 7; and dark sky compliant lighting; improvements to the stormwater pollution prevention plan; extensive coordination with NYSDOT on the traffic issues including adequate site distances, widening the access road to account for truck turning movements, connecting to the Town Sewer District no. 3, banking parking to reduce impervious surfaces on the site; and installation of a warning sign, among others;

WHEREAS, the final 13 sheets of site plans are dated last revised 10/20/22 and the final 5 sheets of elevations are dated October 27, 2022, and were all submitted under cover of letter dated November 4, 2022;

WHEREAS, the landscaping plan shall be revised to replace the proposed blue spruces with another zone appropriate, comparable evergreen species;

WHEREAS, the Town's consulting engineer has provided a final letter commenting on the Project and suggesting conditions of approval;

WHEREAS, the TDPB previously issued a negative declaration of environmental significance on this unlisted action finding that the Project will not result in a significant adverse environmental Impact;

NOW, THEREFORE BE IT RESOLVED, that the Town Planning Board has carefully reviewed all of the comments, responses, correspondence from other agencies and all of the application documents, including the Part 1 and 2 of the Short EAF (attached hereto) and reaffirms

and reissues a negative declaration of environmental significance for this Project, finding that no Environmental Impact Statement will be required, and that the Project will not result in a significant adverse environmental impact;

BE IT FURTHER RESOLVED, that the TDPB has reviewed the requirements of the site plan review and finds that the final site plans and other application documents establish that the requirements of site plan review have been met taking into account the conditions of approval set forth below;

BE IT FURTHER RESOLVED, that the TDPB has reviewed the standards for a special use permit set forth in the Town Zoning Ordinance and has determined, taking into account the conditions of approval set forth below, that the Project meets the standards for a special use permit;

BE IT FURTHER RESOLVED, that the TDPB imposes the following conditions all of which must be satisfied prior to the issuance of a building permit to Primax and to Dollar General by the Town of Duanesburg Building Inspector and no land clearing or construction may commence until the building permit has been issued:

1. A SWPPP and NOI acceptable to the NYSDEC must be provided to the NYSDEC and to the Town Building Inspector;
2. Provide a final sign-off from NYSDOT, including the NYSDOT commercial driveway work permit as well as the utility work permit for the proposed sewer line extension within the NYSDOT ROW;
3. Provide the necessary Town approvals for the proposed sewer line extension and escrow sufficient to cover the costs of the Town sewer engineers, Delaware Engineering, reviewing the sewer extension plans;
4. Provide correspondence with the Schenectady County Environmental Health Department and a copy of the SCEHD approval of the non-community public water supply for the store;
5. Provide easements for the well and its buffer and for the sewer line which are acceptable to the SCEHD and the Town Attorney;
6. All signage shall be submitted for Building Department approval and comply with Town of Duanesburg Zoning Ordinance Section 13.4.7, "Commercial (C-1) and Light Industrial (C-2) sign regulations;
7. Provide NYSDEC approval of the proposed sewer extension of approximately 215 feet of 8-inch sewer line and sanitary manholes along NYS Route 7;
8. Add Driveway Warning Sign WB prior to entrance;
9. All Schenectady County Planning conditions shall be fully satisfied
10. the landscaping plan shall be revised to replace the proposed blue spruces with another zone appropriate, comparable evergreen species;

BE IT FURTHER RESOLVED, that the TDPB imposes the following post building permit conditions:

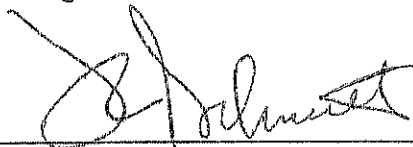
1. No clearing of trees greater than three inches diameter at breast height can occur except from November 1 through March 31 of any given year;

2. No outside storage or display of retail goods is permitted, no outside storage of shopping carts is permitted, only propane rental and an ice machine are allowed;
3. In the event the Building Department determines that the parking is insufficient then the Applicant shall expand the parking lot as directed in the banked parking area, if the Applicant and Building Department cannot agree the issue should be brought back to the Planning Board for a site plan amendment;
4. All landscaping shall be installed in accordance with the approved plans and the Applicant shall be responsible for maintaining the landscaping and for replacing any dead trees, shrubs and vegetation at the applicant's or tenant's or landowner's expense for the life of the project at no cost to the Town;

By (unanimous/majority) vote of the Planning Board of the Town of Duanesburg at its regular meeting of November 17, 2022.

| <u>Roll Call Vote:</u> | <u>Yes</u> | <u>No</u> | <u>Abstain/Absent</u> |
|---------------------------------------|------------|-----------|-----------------------|
| Jeffrey Schmitt, Planning Board Chair | X | | |
| Elizabeth Novak, Board Member | X | | |
| Michael Harris, Board Member | | | X |
| Joshua Houghton, Board Member | X | | |
| Matt Hoffman, Board Member | X | | |
| Michael Walpole, Board Member | X | | |

Planning Board of the Town of Duanesburg



Jeffrey Schmitt, Planning Board Chair

Date: November 17, 2022

Short Environmental Assessment Form

Part 1 - Project Information

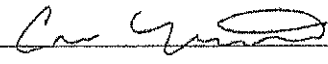
Instructions for Completing

Part 1 -- Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

| Part 1 -- Project and Sponsor Information | | | |
|---|--|--------------------------------------|--|
| Name of Action or Project: Proposed subdivision & Dollar General Retail Store | | | |
| Project Location (describe, and attach a location map): Route 7 (Duanesburg Road) | | | |
| Brief Description of Proposed Action: A 2.5 acre parcel has been subdivided out of an 106.2 acre parcel. The remaining lands will remain with the current owner and are not a part of this project. A Dollar General retail store is proposed on the 2.5 acre parcel along with an access to NYS Route 7, parking, landscaping, utilities, lighting, and storm water management. | | | |
| Name of Applicant or Sponsor: Primax Properties, LLC c/o Bohler Engineering MA, LLC | | Telephone: (518) 438-9900 | |
| Address: 17 Computer Drive West | | E-Mail: cmlodzlanowski@bohlereng.com | |
| City/PO: Albany | | State: NY | Zip Code: 12205 |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | | | NO <input type="checkbox"/> |
| 2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Schenectady County Planning, Duanesburg Building Dept, NYSDOT, NYSDEC, Schenectady County DOH, SHPO | | | YES <input checked="" type="checkbox"/> |
| 3. a. Total acreage of the site of the proposed action? 2.5 acres | | | |
| b. Total acreage to be physically disturbed? 1.5± acres | | | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 106.2 acres | | | |
| 4. Check all land uses that occur on, are adjoining or near the proposed action: | | | |
| 5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) | | | |
| <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): | | | |
| <input type="checkbox"/> Parkland | | | |

| | NO | YES | N/A |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ An on-site well is proposed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ An on-site septic system is proposed. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ There are no wetlands on the proposed site. It appears there may be wetlands on a property nearby. _____ _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|-------------------------------------|-------------------------------------|
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: | | |
| <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban | | |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | NO | YES |
| Northern Long-eared Bat | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Is the project site located in the 100-year flood plan? | NO | YES |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? | NO | YES |
| If Yes, | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Will storm water discharges flow to adjacent properties? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If Yes, briefly describe: | | |
| There is an existing drainage ditch along New York State Route 7. | | |
| 18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? | NO | YES |
| If Yes, explain the purpose and size of the impoundment: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? | NO | YES |
| If Yes, describe: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? | NO | YES |
| If Yes, describe: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Primax Properties, LLC c/o Bohler Engineering</u> Date: <u>6/2/2022</u> Signature: <u></u> Title: <u>PROJECT MANAGER</u> | | |

PRINT FORM

| | |
|----------|----------------|
| Project: | Dollar General |
| Date: | 6/10/22 |

**Short Environmental Assessment Form
Part 2 - Impact Assessment**

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

| | No, or small impact may occur | Moderate to large impact may occur |
|--|-------------------------------------|------------------------------------|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Will the proposed action impair the character or quality of the existing community? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Will the proposed action impact existing: | | |
| a. public / private water supplies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. public / private wastewater treatment utilities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Will the proposed action create a hazard to environmental resources or human health? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Project: Dollar General

Date: 6/10/22

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Town of Duaneburg Planning Board has completed an Environmental assessment of the proposed Special Use Permit for a Retail business located on Duaneburg Rd. tax map # 55.00-4-11.62 in the C-2 Manufacturing & Light Industrial Zoning District. The proposal is consistent with the Town Comprehensive Plan and compliant with the Zoning Ordinance and will be consistent with the existing community character with no aesthetic impacts anticipated. The proposal is not in a Critical Environmental Area. The proposed action will have no impact or any adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkways. The proposed action will have little impact or increase in the use of energy. The proposed action will require the drilling of a private well and is within Sewer District #3. The proposal does not fall within a historic district or on the National or State Register of historic places, it does however fall within the NY State historic Preservation Office (SHPO) archaeological site inventory. There are no wet areas or mapped wetlands, the proposal is not within the 100 year Flood Plain or remediation site. The proposed action should not create a hazard to environmental resources or human health, there are no records of rare, threatened or endangered plants but, the site has been identified as having endangered species the Northern Long - Eared Bats, all tree removal activities must occur between October 31st and March 31st. If these days can not be accommodated, an on-site assessment by the DEC staff will be required. Soil erosion control measures will be required to be installed prior to any construction activities and maintained during any construction activities. Any planned access will require DOT permit for work in the ROW. The total acreage of disturbance is anticipated to be greater than one acre but, less than five acres. A copy of the storm water control plan is on file at the Town of Duaneburg.

Therefore based on this information, the Planning Board has determined that the proposed special use permit will not have any significant adverse impacts on the environment and a negative declaration is made for the purposes of Article 8 of the Environmental Conservation Law.

| | |
|---|---|
| <input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required. | |
| <input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts. | |
| Name of Lead Agency | Date |
| <u>JEFFREY C SCHMITT</u> | <u>11-18-2022</u> |
| Print or Type Name of Responsible Officer in Lead Agency | Title of Responsible Officer |
| <u>[Signature]</u> | <u>CHAIR - TOWN of Duaneburg Planning Bd</u> |
| Signature of Responsible Officer in Lead Agency | Signature of Preparer (if different from Responsible Officer) |

PRINT FORM

APPLICATION FOR THE PLANNING BOARD Revised 06/02/2020 -MD
 TOWN OF DUANESBURG
 *****FOR OFFICE USE ONLY*****

} ORI

CHECKLIST OF REQUIRED INFORMATION:

- | | |
|--|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Title of drawing. <input checked="" type="checkbox"/> Tax Map ID # <input checked="" type="checkbox"/> Zoning district <input checked="" type="checkbox"/> Current Original Deed <input checked="" type="checkbox"/> NYS Survey (L.S. & P.E.) <input checked="" type="checkbox"/> North Arrow, scale (1"=100') <input checked="" type="checkbox"/> Boundaries of the property plotted and labeled to scale. <input checked="" type="checkbox"/> School District/Fire District <input checked="" type="checkbox"/> Green area/landscaping <input checked="" type="checkbox"/> Existing watercourses, wetlands, etc. <input checked="" type="checkbox"/> Contour Lines (increments of 10ft.) <input checked="" type="checkbox"/> Easements & Right of ways <input checked="" type="checkbox"/> Abutting Properties Wells/ Sewer Systems within 100ft. <input checked="" type="checkbox"/> Well/ Water system. | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Septic system: Soil investigation completed? <input checked="" type="checkbox"/> Sewer System: Which district? <input type="checkbox"/> Basic SWPPP (1±) <input type="checkbox"/> Full Storm Water Control Plan (More than an acre) <input checked="" type="checkbox"/> Other (Building Set Backs) <input type="checkbox"/> Storm Water Control Plan <input checked="" type="checkbox"/> Short or long EAF www.dec.ny.gov/eafinappex/ <input type="checkbox"/> Street pattern: Traffic study needed? <input type="checkbox"/> All property Mergers REQUIRE both owners Signatures on the Application <p>Additional Requirements for Special Use Application:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> New or existing building <input checked="" type="checkbox"/> Business Plan, Hours of operation, & number of employees, floor plan, uses, lighting plan/ landscaping/signage <input checked="" type="checkbox"/> Parking, Handicap Spaces, & Lighting plan |
|--|--|

Date 5/25/22

Application type: Major Subdv Minor Subdv Special Use Permit Site/ Sketch Plan Review Lot Line Adjust

Proposal: A 10,640 SF± square foot retail store is proposed on a 2.5± acre parcel of land. Associated access, utilities, signage, storm water and lighting are proposed.

Section 12.4 (28) of Zoning Ordinance.

Present Owner: Valley Mobile Home Court, LLC
 (Primax Properties under contract) **(AS APPEARS ON DEED!!)**

Address: POB 130 Home Cove NY Zip code: 12092
 Phone # (required): 518 296 8373

Applicants Name (if different): c/o Bohler Phone# (required) (518) 438-9900
 Location of Property (if different from owners): NYS Route 7 (East of 6296 NYS Route 7)
 Tax Map #: 35-00-4-11.6 Zoning District: C-2

[Signature] owner Valley mobile Home Court LLC
 Signature of Owner (S) if different from Applicant **(AS APPEARS ON DEED!!)**

LANDS CONVEYED TO (REQUIRED FOR MERGERS)
 Signature of receiving Property Owner _____ **(AS APPEARS ON DEED!!)**

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. The Applicant hereby certifies that he/she is the owner of the above property or has duly authorized, in writing, by the owner of record to make this application. Further, by signing this application, the owner gives permission for a representative (s) of the Town of Duaneburg to walk the property for the purposes of conducting a site review.

[Signature] owner Valley Mobile Home Court LLC Date 5/27/22
 Signature of Owner(S) and/or Applicant(S)

ALL APPLICATION FEES ARE NON-REFUNDABLE!

 (For office use only)
 Application fee paid: _____ Check# _____ Reviewed By: _____ Date _____

Approved Disapproved Refer to Code Enforcement Section _____ of _____ Ordinance

Planning Commission Comments: _____

[Signature] 11/10/2022
 Planning Chairperson Date

Code Enforcement Date

RECEIVED
 JUN 06 2022

VI
JUN 06 2022

TOWN OF DUANESBURG

Application# _____

Agricultural Data Statement

Date: 6/31/22

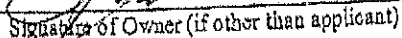
Instructions: Per § 305-a of the New York State Agriculture and Markets Law, any application for a special use permit, site plan approval, use variance or a subdivision approval requiring municipal review and approval would occur on property within a New York State Certified Agricultural District containing a farm operation or property with boundaries within 500 feet of a farm operation located in an Agricultural District shall include an Agricultural Data Statement.

| Applicant | Owner if Different from Applicant |
|---|--|
| Name: Primax Properties, LLC c/o Bohler Address: 17 Computer Drive W Albany, New York 12205 | Name: Valley Mobile Home Court LLC P.O. Box 130 Howes Cave, New York 12092 |

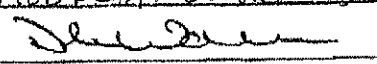
- Type of Application: ~~Special Use Permit~~ ~~Site Plan Approval~~ Use Variance; Area Variance; Subdivision Approval (circle one or more)
- Description of proposed project:
The existing site is proposed to be developed with a 10,640± square-foot retail store. Lighting, landscaping, utilities, storm water management, etc., are proposed as part of the project.
- Location of project: Address: NYS Route 7 (Duanesburg Road)
Tax Map Number (TMP) 55.00-4-11.6 Z
- Is this parcel within an Agricultural District? YES NO (Check with your local assessor if you do not know.)
- If YES, Agricultural District Number _____
- Is this parcel actively farmed? YES NO
- List all farm operations within 500 feet of your parcel. Attach additional sheet if necessary.

| | |
|--|---|
| NAME: Putnam # 114 ADDRESS: _____ Is this parcel actively farmed? YES <input checked="" type="checkbox"/> NO | NAME: _____ ADDRESS: _____ Is this parcel actively farmed? YES NO |
| NAME: _____ ADDRESS: _____ Is this parcel actively farmed? YES NO | NAME: _____ ADDRESS: _____ Is this parcel actively farmed? YES NO |


Signature of Applicant


Signature of Owner (if other than applicant)

CARIN MLODZIANOWSKI - BOHLER

Reviewed by: 
Dale R. Warner

Date: 6/22/22

Revised 4/4/17

FARM NOTE

Prospective residents should be aware that farm operations may generate dust, odor, smoke, noise, vibration and other conditions that may be objectionable to nearby properties. Local governments shall not unreasonably restrict or regulate farm operations within State Certified Agricultural Districts unless it can be shown that the public health or safety is threatened.

NOTE TO REFERRAL AGENCY: County Planning Board review is required. A copy of the Agricultural Data Statement must be submitted along with the referral to the County Planning Department.

EXHIBIT "C" - EASEMENT

**SANITARY SEWER EASEMENT
AND MAINTENANCE AGREEMENT**

THIS SANITARY SEWER EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") made as of _____, 2023 by and between the **Town of Duanesburg**, a municipality organized and existing under the laws of the State of New York, with its office located at 5853 Western Turnpike, Duanesburg, New York 12056 ("Town" or "Grantee"), and **Primax Properties, LLC** having an address of 1100 East Morehead Street, Charlotte, North Carolina 28204 ("Owner" or "Grantor").

WHEREAS, Grantor is the owner of real property in the Town of Duanesburg, located within Manufacturing Zoning District off NYS Route 7, part of Tax Map Parcel No. 55.00-4-11.6, (the "Property");

WHEREAS, pursuant to those certain Resolutions of the Town of Duanesburg Town Board, dated February __, 2023, the Town has granted Grantor's request to extend the Town of Duanesburg Sewer District No. 3 (the "Extension") to cover the Property;

WHEREAS, pursuant to the Extension, the Property is located within the Town of Duanesburg Sewer District No. 3 (the "District");

WHEREAS, Grantor will install or has installed, at its sole expense, the 215 feet of sewer main with two related 2 manholes as shown in the Resolutions (the "Sewer System") on the Property within the Easement Area (as hereinafter defined);

WHEREAS, Grantee agrees to maintain ownership of the Sewer System, and to provide for operation, maintenance, repair, service and replacement for the Sewer System, under certain conditions which are outlined in this Agreement.

NOW THEREFORE, for and in consideration of the covenants set forth herein, and intending to be legally bound, the parties to this Agreement agree as follows:

1. Grant of Easement. Grantor grants to Grantee the free and uninterrupted perpetual right, use, liberty and privilege of reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Sewer System on, upon, under the easement area located upon the property described in the description set forth on **Exhibit A** attached hereto and made part hereof, with such easement area more particularly depicted on the map attached hereto and made a part hereof as **Exhibit B** (the "Easement Area") together with free ingress, egress and regress to the Easement Area for the purpose of reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Sewer System.

2. Notice. Except in cases of emergency Grantee shall provide twenty-four (24) hours' written notice to Grantor, to the address set forth above or such other address Grantor may designate in writing, before entering the Easement Area.

3. Ownership; Costs of Maintenance. Grantee shall own the Sewer System and shall, at its sole cost and expense, be responsible for the reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Sewer System, provided such repairs or replacements are not necessitated by Grantor's gross negligence or willful actions.

4. Grantor's Rights to Use the Easement Area. The Grantor, its successors and/or assigns in interest, reserves the right to plant and maintain shrubbery, lawn and/or install a driveway within the Easement Area to the extent that it does not adversely affect the Sewer System, provided however that Grantor covenants and agrees no buildings or other structures shall be constructed within the Easement Area. If it is necessary for the Grantee to enter the Easement Area for the purpose of reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing and relocating the Sewer System, such area shall be restored to the condition in which it existed as of the commencement of such activity at Grantee's expense.

5. Grantee Indemnification. Grantee hereby agrees to defend, indemnify, and hold harmless Grantor, its successors and assigns from and against any and all claims, liabilities, losses or damages which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its employees, agents or contractors in connection with Grantee's use of the Easement Area, unless caused by the gross negligence or willful misconduct of the Grantor, its employees, agents, representatives, or assignees.

6. Grantor Indemnification. Grantor hereby agrees to defend, indemnify, and hold harmless Grantee, its successors and assigns from and against any and all claims, liabilities, losses or damages which may arise, directly or indirectly, by or through its conduct and the conduct and activity of its employees, agents or contractors in connection with Grantor's use of the Easement Area, unless caused by the gross negligence or willful misconduct of the Grantee, its employees, agents, representatives, or assignees.

7. Assignability. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto. All covenants and obligations contained in this Agreement shall be covenants and obligations running with the land and shall be binding upon subsequent owners of the Property. This Agreement shall be filed and recorded in the Office the Schenectady County Clerk. Costs of filing and recording shall be paid by Grantee.

8. Grantor Modifications to the Sewer System. Grantor agrees that it shall not make any structural changes or modifications to the Sewer System without Grantee's written consent and approval. Any Grantor modifications, if approved by Grantee, shall be at the Grantors' sole expense.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the ____ day of February, 2023.

TOWN OF DUANESBURG

By: _____
Name: _____
Title: _____

PRIMAX PROPERTIES, LLC

By: _____
Name: _____
Title: _____

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

On the _____ day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NORTH CAROLINA)
) SS.:
COUNTY OF MECKLENBURG)

On the _____ day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Property

EXHIBIT B

Map

EXHIBIT "D" – BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Primax Properties, LLC** (the "Seller") does hereby sell, assign, convey, transfer and deliver to the **Town of Duanesburg** and its successors and assigns (the "Town") all of the Seller's right, title and interests, in and to the Sewer System (as defined below), to have and to hold unto the Town and the Town's successors and assigns, to its and their own use and benefit forever.

The "Sewer System" includes 215 feet of sewer main with two related 2 manholes as shown on the Plan.

The Seller represents and warrants to the Town that it has good and valid title to the Sewer System, free and clear of all security interests, liens and other encumbrances created by, through or under the Seller.

The Seller agrees that the covenants herein contained shall be binding upon the Seller and its successors and assigns and shall inure to the benefit of the Town and its successors and assigns.

This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The proposed Local Law regulating solar facilities and battery energy storage facilities in the Town of Duanesburg has been evaluated for potential environmental impacts in accordance with the SEQRA Full Environmental Assessment Form, Part 2- Identification of Potential Impacts. None of the potential impacts have been identified as Moderate to Large for the proposed adoption. The Town of Duanesburg has had a solar law since 2016 (the 2016 Solar Law) when it was adopted by the Town Board. This new law is a replacement of the 2016 Solar Law. The new law provides more regulations and limitations on solar projects, particularly utility scale solar projects, than the 2016 Solar Law. The new law also addresses issues raised by the Town Planning Board and the Zoning Board of Appeals who have had extensive experience in implementing the 2016 Solar Law. Lastly the new law imposes new requirements as a result of public comment and input, such as requiring testing of potable water wells on adjoining properties, among many others. The result of this is that the adoption of the new law will not result in any significant adverse environmental impacts and no EIS will be prepared on the adoption of the new law.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Local Law #1 2023 Solar Facility Law of the Town of Duanesburg

Name of Lead Agency: Town Board Town of Duanesburg

Name of Responsible Officer in Lead Agency: William Wenzel

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Melissa Defer

Address: 5853 Western Turnpike, Duanesburg NY 12056

Telephone Number: 518-895-2040

E-mail: mdefer@duanesburg.net

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

PRINT FULL FORM

**RESOLUTION ADOPTING A NEGATIVE DECLARATION AND APPROVING
LOCAL LAW NO. 1 of 2023
THE SOLAR ENERGY FACILITIES LAW OF THE TOWN OF DUANESBURG**

RESOLUTION NO. -2023

February 23, 2023

WHEREAS, the Town of Duanesburg has adopted a local law, local law No. 1 of 2016 regulating solar facilities, including Major Solar Facilities; and

WHEREAS, the Town Board has received recommendations for modifications to the regulation of Major Solar Facilities in the Town from the Town Planning Board, the Zoning Board of Appeals and members of the public; and

WHEREAS, the Town Board currently has a temporary moratorium on the review of Major Solar Facilities including Battery Energy Storage Systems (Local Law No. 3 of 2022) which will expire in March of 2023, if not extended; and

WHEREAS, the Town Board established a Solar Committee to revise local law No. 1 of 2016 and to draft new local laws as necessary to regulate Battery Energy Storage Systems; and

WHEREAS, the Solar Committee has completed its work after many meetings and diligent effort and has via a letter dated November 30, 2022 presented the new Solar Energy Facilities Law of the Town of Duanesburg, i.e. proposed Local Law no. 1 of 2023, to the Town Board for its review and consideration; and

WHEREAS, the Town Board has determined that the adoption of the new Solar Energy Facilities Law of the Town of Duanesburg is a Type 1 action pursuant to the NYS Environmental Quality Review Act (SEQRA) and caused to be prepared Part 1 of the Full Environmental Assessment Form (FEAF) as required by SEQRA;

WHEREAS, the Town Board introduced the draft local law No. 1 of 2022 at its meeting on December 8, 2022, declared the Town Board's intent to be SEQRA lead agency for the review of the Type 1 action; called for a public hearing to be held at the regular Town Board meeting on January 26, 2023, and directed the Town Clerk to publish a notice of public hearing in the Schenectady Gazette, to post it on the Town website and the Town notice board and to provide the notice of public hearing and the text of the Proposed Local Law to the County and adjoining municipalities as required by law; and to refer the text of the proposed Local Law to the Town of Duanesburg Planning Board and Zoning Board of Appeals as required by Town Code and to the Schenectady County Planning as required by the NYS General Municipal Law.

WHEREAS, comments and suggestions were received by the Town Board from the Duanesburg Planning Board and Zoning Board of Appeals and by Schenectady County Planning and all comments and suggestions were considered by the Town Board;

WHEREAS, the public hearing was opened on January 26, 2023 and it was continued during the Town Board meetings of February 9 and 23rd at which time both oral and written comments were provided to the Town Board;

WHEREAS, all public comments were considered and discussed at the meetings of the Town Board in which the chair of the Solar Committee participated and several revisions were made to the Local Law which were made available to the public by posting on the Town Bulletin Board and on the Town website;

WHEREAS, Schenectady County Planning has been provided with the local law and has deferred to local consideration (no significant county-wide or inter-community impact);

WHEREAS, the Town Board has reviewed the FEAF Parts 1, 2 and 3 for this action attached hereto as Exhibit A;

NOW THEREFORE BE IT RESOLVED, that the Town Board approves the FEAF Parts 1, 2 and 3, determines that there will not be any significant adverse environmental impacts as a result of the adoption of this local law but instead that it improves upon the existing local law regulating solar facilities in the Town and takes into account the experience the Town Board’s have had in reviewing such projects, and the Town Board determines that an Environmental Impact Statement will not be prepared for this Type 1 action pursuant to SEQRA;

BE IT FURTHER RESOLVED, that the Town Board approves the text of the local law to be known as Local Law No. 1 of 2023 which is attached hereto as exhibit B and directs that the Town Clerk file Local Law No. 1 of 2023 with the NYS Secretary of State’s Office.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|---------|
| William Wenzel | Yea | Nay | Abstain |
| Michael Santulli | Yea | Nay | Abstain |
| Rick Potter | Yea | Nay | Abstain |
| Dianne Grant | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |

**SOLAR ENERGY FACILITIES LAW
TOWN OF DUANESBURG
LOCAL LAW No. 1 OF 2023**

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

SECTION ONE. TITLE

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

SECTION TWO. PURPOSE

The purpose of this law shall be to provide for the siting, development and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts on adjoining properties, while promoting the effective and efficient use of solar energy resources.

The town finds that well-planned and suitably located solar energy systems can be beneficial. This law seeks to foster thorough project planning and appropriate siting in support of the town’s Comprehensive Plan objectives of preserving its attractive and cultural landscape, and sustaining its valuable economic and natural resources, particularly agricultural land use, open spaces, natural habitats and fresh watersheds.

SECTION THREE. AUTHORITY

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

SECTION FOUR. DEFINITIONS

The following terms shall have the meanings indicated. The definitions contained in the Town of Duaneburg Zoning Law shall also apply.

ANSI - American National Standards Institute

Battery Energy Storage System - One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle.

Battery Management System - An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are identified.

Consumer Price Index change - The Consumer Price Index for Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Change shall be

calculated in January each year as the percentage difference between the annual average of the most recent calendar year and that of the previous year.

Glare- The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort or loss in visual performance and visibility in any material respects.

Ground-Mounted Solar Energy System- A solar energy system that is affixed to the ground either directly or by support structures or other mounting devices and that is not attached or affixed to an existing structure. Pole mounted solar energy systems shall be considered ground-mounted solar energy systems for the purposes of this local law.

Immaterial Modifications - Changes in the location, type of material or method of construction of a solar energy system that will not: (1) result in any new or additional adverse environmental impact not already reviewed and accepted for the project by the Town Planning Board; (2) cause the project to violate any applicable setbacks or other requirements of this Law; or (3) cause the project not to conform to the State Environmental Quality Review determination or findings issued by the Planning Board.

Lot Coverage - The area measured from the outer edge(s) of the arrays, inverters, batteries, storage cells and all other mechanical equipment used to create solar energy, exclusive of fencing and roadways.

NFPA - National Fire Protection Association

Nationally Recognized Testing Laboratory - A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

Non-Participating Property - A property not owned or leased by the solar energy system operator, nor having any land use agreement or easement related to the system.

Occupied Habitat - An area in which a species listed in 6 NYCRR Part 182, defined herein as “species in need of protection,” has been determined to exhibit one or more essential behaviors, including behaviors associated with breeding, hibernation, reproduction, feeding, sheltering, migration and overwintering.

Participating Property - A property owned or leased by the solar energy system operator, or a property having any land use agreement or easement related to the system. Where multiple adjacent properties are participating in a solar energy system, the combined lots shall be considered as one for the purposes of applying setback requirements.

Small-Scale Solar Energy System- Any solar energy system that meets the following provisions:

(a) Is an accessory use or structure, designed and intended to generate energy primarily for a principal use located on site.

(b) Produce up to ten kilowatts (kW) per hour of energy or solar-thermal systems which serve the building to which they are attached, and do not provide energy for any other buildings beyond the lot. Small-scale solar energy systems located on a farm operation (as per AML §301(11) definition of that term) and located in a New York State Agricultural District can produce up to 110% of the farm's needs as per the Department of Agriculture and Markets guidance document.

Solar Collector- A solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure affixed to the ground, a building, or other structure that harnesses solar radiation to directly or indirectly generate thermal, chemical, electrical, or other usable energy, or that reflects or concentrates solar radiation to a solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure that directly or indirectly generates thermal, chemical, electrical, or other usable energy.

Solar Energy Equipment - Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System - A complete system intended for the collection, inversion, storage, and/or distribution of solar energy and that directly or indirectly generates thermal, chemical, electrical, or other usable energy. A solar energy system consists of, but is not limited to, solar collectors, mounting devices or structures, generators/turbines, water and energy storage and distribution systems, storage, maintenance and/or other accessory buildings, inverters, combiner boxes, meters, transformers, and all other mechanical structures.

Solar Panel - A photovoltaic device capable of collecting and converting solar energy into electricity.

Species in Need of Protection - Species listed in Title 6, Part 182 of the New York Codes, Rules and Regulations as Endangered, Threatened or of Special Concern.

UL - Underwriters Laboratory, an accredited standards developer in the United States.

Uniform Code - The New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

Utility-Scale Solar Energy System - Solar energy generation facility designed and intended to supply energy into a utility grid for off-site consumption.

SECTION FIVE. APPLICABILITY

1. The requirements herein shall apply to all solar energy system and equipment installations modified or installed after the effective date of this law, excluding general maintenance and repair.
2. Solar energy system installations for which a valid building permit has been issued, or, if no building permit is presently required, for which installation has commenced before the effective date of this law shall not be required to meet the requirements of this law.
3. Modifications to an existing solar energy system that increase the system's area by more than 5 percent (exclusive of moving any fencing) shall be subject to this law.
4. All solar energy systems shall be designed, erected and installed in accordance with all applicable codes, regulations and industry standards as referenced in the State Building Code.
5. To the extent that any other town law, rule or regulation, or parts thereof, are inconsistent with the provisions of this law, the provisions set forth in this law shall control only as they pertain to solar energy systems.
6. Any proposed solar energy system subject to review by the New York Board on Electric Generation and Siting and the Environment pursuant to Article 10 of the New York State Public Service Law, or the Office of Renewable Energy Siting pursuant to Article 94-c of the Executive Law, shall be subject to all substantive provisions of this law and any other applicable laws, codes, ordinances and regulations of the Town of Duanesburg, and any other applicable state or federal laws.

SECTION SIX. REQUIREMENTS FOR SMALL-SCALE SOLAR ENERGY SYSTEMS

1. Prior to installing a small-scale solar energy system, a building permit shall be obtained from the Uniform Code Enforcement Officer of the Town of Duanesburg pursuant to the requirements set forth in the Town's Zoning Ordinance Section 14.3.
2. The installation of a solar collector or panel, whether attached to the main structure, an accessory structure, or as a detached, freestanding or ground-mounted solar collector, shall meet all requirements of this section.
3. All solar collectors and related equipment shall be surfaced, designed, and sited so as not to reflect glare onto adjacent properties and roadways.

4. A ground-mounted accessory solar energy system shall comply with the setback requirements for an accessory structure in the zoning district in which it is located.
5. A roof-mounted accessory solar energy system shall be mounted as flush as possible to the roof. To achieve proper solar orientation, panels may exceed the roofline by five feet. Ground-mounted or freestanding solar collector height shall not exceed 15 feet when oriented at maximum tilt.
6. All solar collectors and their associated support elements shall, at the time of installation, be designed according to generally accepted engineering practice to withstand wind pressures applied to exposed areas by wind from any direction, to minimize the migration of light or sound from the installation and to minimize the development of sight obstructions for adjacent structures or land parcels.
7. Photovoltaic systems that are integrated directly into building materials such as roof shingles, and that are a permanent and integral part of and not mounted on the building or structure are exempt from the requirements of this article. However, all applicable building codes shall be met and necessary permits obtained. The Code Enforcement Officer may request assistance from the Planning Board to determine whether a solar energy system should be considered exempt or not.
8. In order to ensure firefighter and other emergency responder safety, except in the case when solar panels are installed on an accessory structure less than 1,000 square feet in area, there shall be a minimum perimeter area around the edge of the roof and pathways to provide space on the roof for walking around all solar collectors and panels.
9. Free standing or ground mounted solar collectors are permitted as accessory structures in all zoning districts of the Town subject to the following additional conditions:
 - A minimum 25-foot buffer, consisting of natural and undisturbed vegetation, shall be provided between all mechanical equipment and solar panel arrays and adjacent properties and roadways to provide screening. The Code Enforcement Officer, in consultation with the Planning Board, shall have the authority to increase the buffer to a maximum of 100 feet if necessary to provide adequate screening.
10. Battery Energy Storage Systems associated with a Small-Scale Solar Energy System shall have an energy capacity of no more than 600 kWh and shall comply with all applicable provisions of Section 1206 of the Uniform Code of New York state. A building permit and an electrical permit shall be required for installation of Small-Scale Battery Energy Storage Systems.

SECTION SEVEN. REQUIREMENTS FOR UTILITY-SCALE SOLAR ENERGY SYSTEMS

1. Applications, Permits and Approvals Required and Applicable Zoning Districts

- A. A special use permit and site plan approval by the Town of Duanesburg Planning Board and a town building permit shall be required for all utility-scale solar energy systems. Such systems shall only be permitted in the R-2, C-1, and C-2 Zoning Districts. The Planning Board shall concurrently review the site plan and special use permit applications.
- B. At the earliest possible date in the project planning process, the applicant shall contact the Town's Uniform Code Enforcement Officer to schedule a pre-submission conference with the Planning Board in the manner set forth in the Town Zoning Code Section 14.6.2.2. At this time, the applicant shall provide the opportunity for an on-site visit by Planning Board members.
- C. Upon receipt of an application, the Town will mail a notice of the proposed project to all owners of property within 1,000 feet of the project boundaries.
- D. All applications for utility-scale solar energy systems shall be accompanied by applicable fees as may be established by the Town Board. The applicant shall provide an escrow account to pay for the town's engineering, legal and environmental review costs, for construction inspection, and for monitoring during operation of the facility. The escrow account shall be in an amount as determined by the Planning Board or Town Board, shall be replenished when required by the Town, and shall be maintained for the life of the project. Once the Planning Board has determined the initial amount of escrow, the account shall be established prior to any further Planning Board review.
- E. The public hearing that is required in connection with application for a special use permit will be held simultaneously on the proposed site plan. All adjacent property owners will be notified of the public hearing on the application for special use permit and site plan approval in the manner set forth in the Town Zoning Code Section 14.6.2.4(B).
- F. All applications for utility-scale solar energy systems shall include the following:
 - (1) A site plan prepared by a professional engineer registered in New York State including:
 - (a) Property lines and physical dimensions of the site;
 - (b) Location, approximate dimensions and types of existing structures and uses on the site, public roads, and other properties within 1,000 feet of the boundaries of the site;

- (c) Location and description of all solar energy system components, whether on site or off site, existing vegetation and proposed clearing and grading of all sites involved. Clearing and/or grading activities are subject to review by the Planning Board and shall not commence until the issuance of the SEQRA special use permit and site plan approval;
 - (d) Location of all above and below-ground utility lines on the site as well as transformers, the interconnection point with transmission lines, and other ancillary facilities or structures, including accessory facilities or equipment;
 - (e) Locations of setback distances as required by this law;
 - (f) All other proposed facilities, including electrical substations, storage or maintenance units, fencing and laydown and storage areas to be used as part of construction;
 - (g) All site plan application materials required under Section 14.6.1.4 of the Zoning Law of the Town of Duanesburg. The Planning Board may waive those items in Section 14.6.1.4 that it deems inapplicable to a solar energy system application.
- (2) An electrical diagram detailing the solar energy system installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices identified.
 - (3) Documentation of access to the project site(s), including location of all access roads, gates, parking areas, etc.
 - (4) A storm water pollution prevention plan as per NYS DEC requirements to detail storm water runoff management and erosion control plans for the site.
 - (5) Documentation of utility notification, including an electric service order number.
 - (6) Decommissioning plan, including cost estimate and description and form of financial surety as described in Section Nine of this law.
 - (7) Photo simulations shall be included showing the proposed solar energy system in relation to the building/site along with elevation views and dimensions, and manufacturer's specs and photos of the proposed solar energy system, solar collectors, and all other components.
 - (8) Part I of the Full Environmental Assessment Form filled out.
 - (9) A sound study providing details of the proposed noise that may be generated by inverter fans, or other noise-generating equipment that may be included in the project,

including actual readings of existing daytime and night time ambient noise at the boundary of the participating properties; the sound study shall predict the potential increase in noise from the project over the existing ambient noise levels.

(10) A GIS viewshed analysis of the Zone of Visual Impact (ZVI); defined as the area from which the proposed undertaking may be visible within a one-half mile (0.5) buffer around solar fields covering 4 to 40 acres in size, and a one-mile buffer around solar fields greater than 40 acres in size. Positive visibility of the solar field must be based upon bare-earth topography only (do not factor in vegetation). The analysis should be presented as an orthorectified aerial base map with the buffer boundary and project area indicated and ZVA highlighted.

(11) The results of on-site bird and bat migration, nesting and habitat surveys. Surveys must be conducted during the appropriate seasonal windows during the year prior to submittal of an application. Applicants shall use the most recent New York State Department of Environmental Conservation survey protocols for grassland birds and winter raptors. For other wildlife, applicants shall follow NYSDEC guidance on appropriate survey methods.

- G. Prior to final approval by the Planning Board, all engineering documents, including site plan, Stormwater Pollution Prevention Plan and Decommissioning Plan, shall be signed and sealed by a New York State-licensed professional engineer or New York State-registered architect.

2. Permitting Requirements

Requirements “A” through “P” below shall apply to all utility-scale solar energy systems:

A. Code Compliance

All utility-scale solar energy systems shall adhere to all applicable Town of Duanesburg building, plumbing, electrical, and fire codes. Except for conditions specified in this law, all systems shall comply with the provisions of the town zoning ordinance for the zoning district in which they are located.

B. Fencing

All electrical and control equipment, including any battery and storage cells, shall be labeled and secured to prevent unauthorized access. Such equipment shall be enclosed with a fence of sufficient height as required by applicable codes. Fencing shall be located inside the tree buffer described in Requirement “D” of this subsection.

C. Signs

Warning signage shall be placed on solar equipment to the extent appropriate. Solar equipment shall not be used for displaying advertising. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except: (a) manufacturer's or installer's identification; (b) appropriate warning signs and placards; (c) signs that may be required by a federal or state agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger.

D. Visual Impact

The solar facility, including any proposed off-site infrastructure, shall be located and screened in such a way as to avoid visual impacts as viewed from public locations, public roads and highways, residences on neighboring parcels, or other locations identified by the Planning Board. Acceptable screening would include maintenance of existing vegetation, new vegetative barriers or berms, landscape screen or other opaque enclosures, or any combination thereof capable of fully screening the site. The applicant shall guarantee that all plantings that form part of the approved landscape and screening plan will be maintained and replaced if necessary during the life of the project.

1) When the site is surrounded by existing mature trees, a buffer where no trees shall be cut shall be established and maintained as a wild zone for the life of the facility. The exception to this shall be dead or diseased trees, which will be cut and removed so as to encourage healthy growth of existing trees.

2) Trees to be included in screening shall be native and non-invasive species of evergreen, e.g. Eastern red cedar and white spruce, a minimum of 8' tall and 3" in diameter at breast height. It shall be determined and documented by the developer if at the time of planting any species are threatened due to regional blight, disease, etc. Final decisions on appropriate plantings will be made by the Planning Board.

3) The solar facility shall provide for the creation of a buffer that has an offset, double row of densely growing evergreens with the addition of some smaller trees and shrubs in front to create more of a naturalized hedgerow habitat. The purpose of the double row is to provide additional screening early while the trees are still small. While the evergreens should be the dominant tree for screening, addition of some smaller trees and shrubs are to be provided to benefit wildlife and aesthetics.

Appropriate shrubs and small trees to include to create a hedgerow could be shadbush, flowering dogwood, flowering raspberry, maple leaved viburnum, nannyberry, and choke cherry.

4) The plans shall show maximum buffering and screening of utility-scale solar systems that are visible from the Route 20, Route 30 or Routes 7 and I-88 corridors.

5) The design, construction, operation, and maintenance of any solar energy system shall prevent the misdirection and/or reflection of solar rays onto neighboring properties, public roads, and public parks in excess of that which already exists. The Planning Board reserves the right to individually assess what they deem to be sensitive areas potentially impacted by any proposed solar facility as part of their review to ensure that negative impacts of solar ray reflection will be prevented.

6) All structures and devices used to support solar collectors shall be non-reflective and/or painted a subtle or earth tone color to aid in blending the facility into the existing environment.

E. Panel Height

Ground-mounted solar panel arrays shall not exceed 15 feet in height when oriented at maximum tilt.

F. Lot Coverage

A utility-scale solar energy system shall not exceed 60 percent lot coverage, as defined herein.

G. Wetlands

Solar energy systems shall meet wetland requirements as provided in Title 6, Parts 663 and 664 of the New York Codes, Rules and Regulations and stream requirements as provided in Title 6, Part 608 of the NYCRR and shall meet all Clean Water Act requirements for placement of fill in Waters of the United States.

H. Lighting

Artificial lighting of solar energy systems shall be limited to lighting required for safety and operational purposes and shall be cast downward and shielded from all neighboring properties and public roads. Lighting shall be capable of manual or auto-shut off switch rather than motion detection.

I. Access and Parking

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

maintained at a level acceptable to the local fire department and emergency medical services, including snow removal. Solar facility access road shall be no greater than 26 feet wide. All roadways associated with the solar energy system shall remain unpaved and of pervious surfaces.

J. Slopes

No solar panels shall be placed on slopes of 15 percent or greater as averaged over 50 horizontal feet. No cutting or filling may be done to alter natural slopes for placement of panel arrays.

K. Drainage

The solar energy system shall comply with New York state stormwater regulations as set forth in GP-0-20-001, as amended. The Stormwater Pollution Prevention Plan shall demonstrate that the solar system will not create adverse drainage, runoff or hydrology conditions that could impact adjoining and other non-participating properties in violation of New York state stormwater requirements.

L. Road Use

Designated traffic routes for construction and delivery vehicles to minimize traffic impacts, wear and tear on local roads, and impacts on local business operations shall be proposed by the applicant and reviewed by the Planning Board.

M. Blasting

Blasting is prohibited for the construction of all utility-scale solar energy facilities.

N. Cemeteries

Utility-scale solar energy systems structures and equipment are prohibited on rural cemeteries and burial grounds. The applicant shall consult with the town historian to identify any such burial grounds within the project site.

O. Facilities on Water

Utility-scale solar energy systems shall not be installed on town-owned bodies of water.

P. Hazardous Materials

All solar panels shall have anti-reflective coating(s) not identified as a hazardous material by the U.S. Environmental Protection Agency, unless an applicant demonstrates the hazardous material is unlikely to cause harm to people, plants or animals when released into the environment. The applicant shall adhere to all federal and state laws, regulations and guidelines regarding PFAS and polytetrafluoroethylene (PTFE) films.

Requirements “Q” through “W” below shall apply only in the R-2 and C-1 zoning districts:

Q. Deforestation

Previously cleared or disturbed areas are preferred locations for solar projects. Forested sites shall not be deforested to construct solar energy facilities. Brush and isolated trees or stands of trees in otherwise open fields or scrubland may be cut, however clear cutting of trees more than three inches in diameter at breast height in a single contiguous area exceeding 20,000 square feet is prohibited. This clearing restriction shall not apply to trees cleared for the access road.

Any portion of a property that has been clear-cut in excess of the area described in the paragraph above shall not be included in an application for a utility-scale solar project for a period of five years following such clear-cutting.

Site disturbance, including but not limited to, grading, soil removal, excavation and soil compaction in connection with installation of utility-scale solar energy facilities shall be minimized to the extent practicable.

R. Setbacks

There shall be a minimum 200 foot buffer between any structures and equipment of the utility-scale solar energy system and the parcel boundary line with any non-participating property, public road or public area. In addition, all structures and equipment shall be set back a minimum of 450 feet from the exterior of any occupied residence located on a non-participating property. Fencing, collection lines, access roads and landscaping may occur within the setbacks.

S. Wildlife

Solar energy systems shall avoid or minimize adverse impacts to species in need of protection, as defined herein, or their occupied habitats, to the maximum extent practicable.

T. Agriculture

Solar energy systems shall limit the use of agricultural areas within their project limits to no more than 10 percent of soils classified by the NYS Department of Agriculture and Markets’ Agricultural Land Classification as mineral soils groups 1 through 4. All solar energy systems shall adhere to the Department of Agriculture and Markets’ Guidelines for Construction Mitigation for Agricultural Lands.

U. Underground Wiring

All transmission lines and wiring associated with a utility-scale solar energy system shall be buried and include necessary encasements in accordance with the National Electric Code. The Planning Board may waive this requirement if sufficient engineering data is submitted by the applicant to demonstrate that underground transmission lines are not feasible or practical. The applicant is required to show the locations of all proposed overhead and underground electric utility lines including substations, switchyards, junction boxes and other electrical components for the project on the site plan. All transmission lines and electrical wiring shall be in compliance with the utility company's requirements for interconnection.

V. Noise

Noise levels from the solar energy system will comply with the noise limits for solar energy facilities contained in the New York Office of Renewable Energy Siting regulations at 19 NYCRR 900-6.5(b) by implementing the design required by 19 NYCRR 900-2.8 except that the standards applicable to existing non-participating residences shall also be met for existing participating residences.

W. Construction Hours

Pre, post and during construction working hours shall be limited to Monday through Friday between the hours of 8 a.m. and 6 p.m. The Planning Board shall have discretion on whether to allow work on Saturdays. Work shall not be done outside these hours or on Sundays and holidays, to ensure the quiet rural characteristics of the Town. Construction lighting shall be limited consistent with Requirement "H" above.

3. Contractual Requirements

Prior to obtaining site plan approval, the applicant for a utility-scale solar energy system shall execute the following contractual agreements with the Town:

A. Road Use

Utility-scale solar energy systems shall execute a road use agreement with the Town if town roads are to be used for the project. Prior to the issuance of the building permit and commencement of construction, an existing condition survey of the approved hauling routes using town roads shall be undertaken by the applicant at the applicant's expense. Any road damage during construction caused by the operator or its subcontractors on town roads shall be repaired or reconstructed to the satisfaction of the Town Highway Superintendent at the operator's expense.

B. Indemnification

The applicant for a utility-scale solar energy system shall execute an indemnification agreement with the Town. The agreement shall require the applicant/owner/operator to at all times defend, indemnify, protect, save, hold harmless and exempt the Town and its officers, councils, employees, attorneys, agents and consultants from any and all penalties, damages, costs or charges arising out of any and all claims, suits, demands, causes of action or award of damages whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of or be caused by the placement, construction, erection, modification, location, equipment's performance, use, operation, maintenance, repair, installation, replacement, removal or restoration of said solar energy system, excepting however any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town or its employees or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultant fees and expert witness fees are included in those costs that are recoverable by the Town.

C. Decommissioning

The applicant shall execute a decommissioning agreement as described in Section Nine of this law.

D. Payment-in-Lieu of Taxes

1. The applicant for a utility-scale solar energy system shall enter into an agreement for a payment in lieu of taxes (PILOT) with the Town Board pursuant to Real Property Tax Law Section 487. This PILOT agreement shall be reviewed and approved by the Town Board. A PILOT agreement executed with the county IDA, acceptable to the Town Board, in its sole discretion, for the solar energy system may serve to meet the requirements of this section.
2. No building permit shall be issued or construction commenced for a solar energy system until such time as the PILOT agreement has been executed by all parties and recorded at the Office of the County Clerk.
3. The PILOT shall run to the benefit of the Town and be executed by the operator and the owners of the real property upon which the solar energy system is to be located and such signatures be notarized in such a way that allows the PILOT agreement to be recorded at the Office of the County Clerk. Prior to commencement of construction, the PILOT agreement shall be recorded at the Office of the County Clerk as a lien on the property and indexed against the property/properties upon which the solar energy system is to be constructed. The intent of this provision is so that should the operator of the solar energy system default with regard to the PILOT agreement, such obligation will become the responsibility of the then owner of the property upon which the solar energy system is

sited and failure to satisfy the terms of such agreement will permit the Town to enforce such agreement against the owner.

E. Community Host

The applicant shall enter into a community host agreement providing a public benefit fee to mitigate the additional burdens placed on the town as a result of the project. The fee shall be utilized as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and additional infrastructure improvements to be provided as a result of the project's presence within the town. The fee shall be in an amount established by resolution of the Town Board.

4. System Operations

A. Safety/Emergency Response

Before any utility-scale solar energy system becomes active, the owner of the system shall arrange an on-site meeting with the fire department having primary coverage of the project area to review the components of the system, safety issues and procedures for emergency response. This shall include details on the location of labeled warnings, access to the site, and emergency disconnection of the system. In addition, the Town may require the installation of placards that provide mutual aid responders with sufficient information to protect them when responding to calls on site.

B. Ownership Changes

If the owner or operator of the solar energy system changes or the owner of the property changes, all requirements of the special use permit shall remain in effect. Approval to operate the system shall continue, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, security and any agreements. A new owner or operator of the solar energy system shall notify the Building Inspector and the Town Supervisor of such change in ownership or operator 30 days prior to the ownership change.

C. Annual Report

On a yearly basis, the solar energy system owner shall provide the Town a report showing the rated capacity of the system and the amount of electricity that was generated by the system and transmitted to the grid. The report shall be submitted no later than 30 days after the end of the calendar year.

D. Vegetation

Following construction of a utility-scale solar energy system, all disturbed areas where soil has been exposed shall be reseeded with native grasses and/or planted with low-level vegetation capable of preventing soil erosion and airborne dust.

E. Project Changes

Any post-approval changes to the solar energy system, except for immaterial modifications as defined herein, shall be done by amendment to the special use permit only and shall be subject to the requirements of Section Seven of this law.

Unless expressly limited by a condition imposed in the permit, the Town Zoning Officer, Code Enforcement Officer, Building Inspector or other Town designee may, during project construction, allow immaterial modifications to the design of the project as represented in the final set of site plans reviewed by the Planning Board. Such immaterial modifications shall only be allowed in response to a written request by the applicant or permittee. All such requests shall be addressed to the authorized Town designee, with copies to the Chairman of the Planning Board, other Town designee, and the Town's designated consultants.

F. Certification

After completion of a utility-scale solar energy system, the applicant shall provide a post-construction certification from a professional engineer registered in New York State that the project complies with applicable codes and industry practices and has been constructed and is operating according to the design plans. The applicant shall further provide certification from the utility that the facility has been inspected and connected.

G. Insurance

1. The holder of a Special Use Permit for a solar energy system shall agree to secure and maintain for the duration of the permit, public liability insurance as follows (unless waived by the Town Board for smaller systems):

- a) Commercial general liability covering personal injuries, death and property damage: \$5,000,000 per occurrence, \$10,000,000 aggregate, which shall specifically include the Town and its officers, councils, employees, attorneys, agents and consultants as additional named insured;
- b) Umbrella coverage: \$10,000,000

2. Insurance Company: The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best's rating of "A".

3. Insurance Policy Cancellation: The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least 30 days prior written notice in advance of cancellation.

4. Insurance Policy Renewal: Renewal or replacement policies shall be delivered to the Town at least 15 days before the expiration of the insurance that such policies are to renew or replace.

5. Copies of Insurance Policy: No more than 15 days after the grant of the permit and before construction is initiated, the permit holder shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.

6. Certificate of Insurance: A certificate of insurance that states it is for information purposes only and does not confer sufficient rights upon the Town shall not be deemed to comply with this law.

H. Construction Inspection

The escrow account required herein shall be used to provide inspection by a town engineering consultant during construction of the solar energy system. Work shall remain accessible and exposed until inspected and accepted by the town's consultant. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the permit holder shall be notified as to how the work fails to comply with the Uniform Code or conditions of the special use permit. Work not in compliance shall remain exposed until brought into compliance, reinspected and found satisfactory as completed. During construction, the Town Building Inspector/Code Enforcement Officer can issue a stop order at any time for violations of the special use permit.

I. Groundwater Testing

Using the escrow account required herein, the Town shall provide water testing of private wells within 1,000 feet of the solar energy facility project boundary prior to construction of the system and at five-year intervals during system operation. In the event that the private property owner refuses to grant access to the property and well for collection of the data or if the well cannot be accessed for the collection of data for practical purposes, the Town will not be required to do any pre-construction or post-construction testing of the well. Testing will be done for lead, PFAS and other substances that may be determined by the Planning Board, depending on the composition of panels in particular projects. In the event groundwater contamination occurs as a result of the solar facility, the operator, at its sole expense, shall either provide a reliable alternative water source or address the contamination in accordance with all legal requirements.

J. Maintenance

System equipment, grounds, fencing and buffer areas shall be maintained in good condition by the operator. Plant growth shall be controlled by mowing or grazing. The use of herbicides shall be reviewed and approved by the Planning Board. Broken panels

and any other damaged or malfunctioning equipment shall be removed from the site within 30 days of discovery or notification of problem.

K. Operational Inspection

Upon 24 hours advance notice to the owner/operator or designated contact person, the Town of Duanesburg Code Enforcement Officer/Building Inspector or his or her designee may enter the solar energy facility to verify compliance with any requirements or conditions. The solar energy system shall be inspected by a New York State licensed professional engineer, under contract with the town and paid by the escrow account required herein, to ensure that it is operating according to the conditions of the special use permit. Such inspections shall be done annually, and at any other time, upon a determination by the Town's Building Inspector that damage may have occurred. The engineer shall file an inspection report with the Town Code Enforcement Officer/ Building Inspector. All recommendations for maintenance and repair contained in said report shall be completed by the operator within a written schedule agreed on by the Code Enforcement Officer/Building Inspector.

SECTION EIGHT. BATTERY ENERGY STORAGE SYSTEMS

Battery energy storage systems with capacity of more than 600 KWh are permitted in conjunction with utility-scale solar energy systems subject to the following conditions:

Code Compliance - Battery Energy Storage Systems shall comply with all applicable provisions of Section 1206 of the Uniform Code of New York state. A building permit and an electrical permit shall be required for installation.

Commissioning Plan - Such plan shall document and verify that the system and its associated controls and safety systems are in proper working condition per requirements set forth in the Uniform Code. Where commissioning is required by the Uniform Code, Battery Energy Storage System commissioning shall be conducted by a New York state-licensed professional engineer after the installation is complete but prior to final inspection and approval. A corrective action plan shall be developed for any open or continuing issues that are allowed to be continued after commissioning. A report describing the results of the system commissioning and including the results of the initial acceptance testing required in the Uniform Code shall be provided to the town code enforcement officer prior to final inspection and approval, and maintained at an approved on-site location.

Fire Safety Compliance Plan - Such plan shall document and verify that the system and its associated controls and safety systems are in compliance with the Uniform Code.

Operation and Maintenance Manual - Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction,

installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code.

System Certification - Battery Energy Storage Systems and equipment shall be listed by a nationally recognized testing laboratory to UL 9540 (Standard for Battery Energy Storage Systems and Equipment) or approved equivalent, with subcomponents meeting each of the following standards, as applicable:

- 3) UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
- 2) UL 1642 (Standard for Lithium Batteries),
- 3) UL 1741 or UL 62109 (Inverters and Power Converters),
- 4) Certified under the applicable electrical, building and fire prevention codes as required,
- 5) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

Safety - Battery Energy Storage Systems, components and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA 70.

Noise - Battery Energy Storage Systems shall be located as close as practicable to the center of the solar panel array and shall not cause the Solar Energy System to exceed the noise limits specified in Section Seven of this law.

Signage - Signs shall comply with ANSI Z535 and include the type of technology associated with the Battery Energy Storage System, any special hazards, the type of suppression system installed in the area of the battery system, and 24-hour contact information, including reach-back phone number.

Vegetation and Tree-Cutting - Areas within 20 feet on each side of the Battery Energy Storage System shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants may be used as ground cover provided they do not form a means of readily transmitting fire.

Emergency Operations Plan - The applicant shall prepare a safety/emergency response plan in cooperation with town emergency service providers.

A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials and emergency responders. The emergency operations plan shall include the following information:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
2. Procedures for inspection and testing of associated alarms, interlocks, and controls.
3. Procedures to be followed in response to notifications from the solar energy system and/or battery energy storage system that, when provided, could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire company personnel for potentially hazardous conditions in the event of a system failure. All means of shutting down the solar energy system shall be clearly marked.
4. The property must be inspected after a National Weather Service designation of a Severe Weather Watch or Severe Weather Warning to ensure that the property did not sustain damage. Reports of such inspection shall be filed with the Town Building Inspector.
5. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and/or extinguishing the fire.
6. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
7. Procedures for dealing with solar energy system and/or battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged equipment from the facility. System owner shall provide guaranteed non-emergency and emergency response times of a qualified subject matter expert to the Building Department and local emergency responders.

8. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders, that shall include but not be limited to a smoke plume test for evacuation purposes.

9. Procedures and schedules for conducting drills of these procedures and for training local emergency responders on the contents of the plan and appropriate response procedures. Training shall be done annually and shall include local and mutual aid emergency responders.

10. The system owner shall notify the local fire department, county emergency management office and the town building inspector at least one week prior to any scheduled maintenance or battery swap out.

11. In the event of a fire, all contaminated soil must be removed and disposed of properly, in accordance with all applicable laws.

Retention Pond - The applicant for a utility-scale solar energy system shall consult with the fire department with primary coverage of the project area on the best fire suppression system for the planned battery technology. If the fire department determines that water is necessary, the applicant shall develop a well or retention pond(s) holding a sufficient amount of water as determined in site plan review, with dry hydrants (arrangement of piping with one end in the water and the other extending to dry land), for emergency firefighting use. The Planning Board may waive this requirement if it determines that the project area is adequately served by public water supply.

Battery Management System - Battery Energy Storage Systems shall use a Battery Management System, which will incorporate an HVAC system to maintain environmental temperature and manage humidity for optimal operating conditions for batteries. The BMS must be capable of collecting data at the battery cell and module levels, monitoring temperature, voltage, current, state of charge, and state of health to detect abnormal battery conditions and provide information to prevent and mitigate potential emergency events.

Monitoring - Battery Energy Storage Systems shall be monitored 24 hours a day, seven days a week, from a remote operations center that can shut off project components when abnormal conditions are identified. The BESS shall also have smoke alarms and fire detection systems that will trigger audio/visual alarms on the BESS containers and be monitored remotely by the operations center, where operators will contact local personnel immediately and ensure that local emergency responders are notified in the event of an emergency.

Delivery - No batteries will be delivered to the project site until they are ready to be activated and placed into service. On-site storage of batteries for more than 72 hours prior to activation is prohibited.

SECTION NINE. ABANDONMENT OR DECOMMISSIONING OF SYSTEMS

1. Decommissioning Plan

An owner or operator of a utility-scale solar energy system that has not generated electricity for a period of six consecutive months must notify the Town Supervisor and the Town Building Inspector in writing that the system is no longer operating. If the system ceases to operate for an additional 12 consecutive months, the system shall be deemed to be abandoned and shall be decommissioned within six months by the owner or operator. A decommissioning plan shall be submitted as part of the special use permit application to the Planning Board. The decommissioning plan shall be signed by the owner and/or operator of the solar energy system, identify the anticipated life of the project, and include, but not be limited to, the following provisions:

- a. The 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.
- b. The cost of removing the entire solar energy system based upon prevailing wages and any other requirements applicable to municipalities under state or federal law and no salvage value shall be attributed to any of the components of the solar energy system and/or the solar energy equipment.
- c. A schedule and methods for the removal of the solar energy system and/or the solar energy equipment, including any ancillary structures.
- d. The time required to restore the property to its pre-installed condition and to repair any damage caused to the property by the installation and removal of the solar energy system.
- e. A plan for restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing. Such restoration shall follow NYS Department of Agriculture & Markets Guidelines for Solar Energy Projects — Construction Mitigation for Agricultural Lands, as updated.
- f. A proposed Decommissioning Agreement, which shall be provided by the applicant and approved by the Town Board. No building permit shall be issued for

a solar energy system until the Decommissioning Agreement between the applicant and the town has been executed and financial security provided as below set forth.

2. Security

- a. Security shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal of the solar energy system and restoration of the site subsequent to removal. The Security shall be an evergreen letter of credit issued by an A-rated financial institution (relating to Standard & Poor's Rating Services, Inc. ("S&P") or any successor agency thereto) or an A3 rating financial institution (relating to Moody's Investor Services ("Moody's") or any successor rating agency thereto)) on behalf of the company, substantially in the form attached hereto as Exhibit A. The amount of the security shall be 125 percent of the estimated cost of removal of the solar energy system and restoration of the property, with an escalator of 2 percent annually (or Consumer Price Index change if more than the annual escalator of 2 percent) for the life of the solar energy system, and shall not take into account the net salvage value of any such project components. The security established by the agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding.
- b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The security shall remain in full force and effect until 90 days after the restoration of the property, as set forth in the decommissioning plan, is completed.

SECTION TEN. PUBLIC UTILITY USE

A solar energy facility shall not be considered a Public Utility Use as that term is defined in Section 3.5.119 of the Town of Duanesburg Zoning Ordinance adopted by the Town Board on June 11, 2015.

SECTION ELEVEN. SEVERABILITY

The invalidity of any clause, sentence, paragraph or provision of this local law shall not invalidate any other clause, sentence, paragraph or part thereof.

SECTION TWELVE. EFFECTIVE DATE

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

EXHIBIT A

FORM OF LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE:

[Date of issuance]

Town of Duanesburg (“Beneficiary”)
5853 Western Turnpike
Duanesburg, New York 12056
Attention: Town Supervisor

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No. _____

Sir/Madam:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as “you”) this Irrevocable Standby Letter of Credit No. _____ (the “Letter of Credit”) for the account of _____ on behalf of _____ located at _____ (“Account Parties”), effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms and conditions of the Decommissioning Agreement to be executed by the Account Parties.

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be _____ United States Dollars (US\$ _____) (such maximum amount referred to as the “Stated Amount”).

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to [ISSUING BANK], at any time during its business hours on such Business Day, at [bank address] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 hereof), a copy of this Letter of Credit together with (i) a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the “Draw Certificate”), appropriately completed and signed by your authorized officer (signing as such) and (ii) your draft substantially in the form of Attachment B hereto (the “Draft”), appropriately completed and signed by your authorized officer (signed as such). Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates and Drafts under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. **[insert fax number]** or original documents sent by overnight delivery or courier to [ISSUING BANK] at our address set forth above, Attention: _____ (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below). If presentation is made by facsimile transmission, you must contact us at **[insert phone number]** to confirm our receipt of the transmission. In the event of a presentation by facsimile transmission, the original of such documents need not be sent to us.

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by transferring in immediately available funds the amount specified in the Draft delivered to us in connection with such drawing to such account at such bank in the United

States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, (Eastern Standard Time) time on any Business Day, payment will be made not later than our close of business on the third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, (Eastern Standard Time) time on any Business Day, payment will be made on the fourth succeeding Business Day.

In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. **Non-Conforming Demands.** If a demand for payment made by you hereunder does not, in any instance, materially conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two (2) Business Days that the demand for payment was not effectuated in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. **Expiration, Initial Period and Automatic Extension.** The initial period of this Letter of Credit shall terminate on [*one year from the issuance date*] (the “**Initial Expiration Date**”). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered *paragraph 8*) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of *Attachment C* hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your draft substantially in the form of *Attachment B* hereto (the “**Draft**”), appropriately completed and signed by your authorized officer (signed as such).

6. **Business Day.** As used herein, “**Business Day**” shall mean any day on which commercial banks are not authorized or required to close in the State of New York, and inter-bank payments can be effected on the Fedwire system.

7. **Governing Law.** THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE “ISP98”), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF NEW YORK.

8. **Notices.** All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. **Irrevocability.** This Letter of Credit is irrevocable.

10. **Bankruptcy.** This Letter of Credit and the proceeds thereof shall not be subject to any claims or encumbrances of secured or unsecured creditors of the Applicant and shall not be considered to be property of the estate of the Applicant involving a bankruptcy or insolvency of the Applicant.

11. **Complete Agreement.** This Letter of Credit sets forth in full our undertaking, and such

undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98 and Attachment A, Attachment B, and Attachment C hereto and the notices referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

* * *

Sincerely,
[ISSUING BANK]

By: _____

Title: _____

Address: _____

ATTACHMENT A

FORM OF DRAW CERTIFICATE

TO: [ISSUING BANK]

[Address]

The undersigned hereby certifies to [ISSUING BANK] (“**Issuer**”), with reference to Irrevocable Letter of Credit No. _____ (the “**Letter of Credit**”) issued by Issuer in favor of the undersigned (“**Beneficiary**”), as follows:

- (1) The undersigned is the _____ of Beneficiary and is duly authorized by Beneficiary to execute and deliver this Certificate on behalf of Beneficiary.
- (2) Beneficiary hereby makes demand against the Letter of Credit by Beneficiary’s presentation of the draft accompanying this Certificate, for payment of _____ U.S. dollars (US\$ _____), which amount, when aggregated together with any additional amount that has not been drawn under the Letter of Credit, is not in excess of the Stated Amount (as in effect of the date hereof).
- (3) The reasons for a drawing by Beneficiary are pursuant to the terms and conditions of the Decommissioning Agreement.
- (4) You are hereby directed to make payment of the requested drawing to: (insert wire instructions)

Beneficiary Name and Address:

Town of Duanesburg (“**Beneficiary**”)
5853 Western Turnpike
Duanesburg, New York 12056
Attention: Town Supervisor

By: _____

Title: _____

Date: _____

- (5) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Letter of Credit.

[BENEFICIARY]

By: _____

Title: _____

Date: _____

ATTACHMENT B

DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. _____

TO: [ISSUING BANK]

[Address]

Date:

PAY TO: [BENEFICIARY]

U.S.\$ _____

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT NO.

_____.

[BENEFICIARY]

By: _____

Title: _____

Date: _____

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. _____-2023

March 9, 2023

WHEREAS the Mariaville Volunteer Fire Department has presented the attached LOSAP points to the Town Board for approval; WHEREAS the Town of Duanesburg maintains a LOSAP program for the benefit of the Mariaville Volunteer Fire Department which serves the Town of Duanesburg Fire Protection District no. 2;

Now Therefore be it resolved:

The Town Board hereby accepts and approves the LOSAP points provided by the Mariaville Volunteer Fire Department and directs the Town Clerk to provide the resolution and the attached LOSAP points to Penflex who administers the LOSAP program for the Town of Duanesburg after the 30 day period of posting of approved points has passed.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 9, 2023.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|---------|
| Dianne Grant | Yea | Nay | Abstain |
| Rick Potter | Yea | Nay | Abstain |
| Michael Santulli | Yea | Nay | Abstain |
| William Wenzel | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |

Mariaville Volunteer Fire Department

List of Members who made LOSAP Points for 2022

Mike Baker 52
Randy Bong 98
Lars Breckenridge 73
Scott Bukowski 97
Matthew Bushnell 62
Tony Casso 98
Bob Chandler Jr. 75
Chris Chandler 67
Ralph DeNofio 69
Dillon Digirolamo 68
Jamison Facticeau 86
Seth Goldstein 93
Walt Herderich 97
Eric Horn 64
Scott King 71
Tammy King 101
Lawrence Lucks 71
Justin Pannitto 65
Tyler Rogers 104
Jim Sowizdral 76
James Weakley 99
Jeff Zier 78

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2023

March 9, 2023

WHEREAS, the Town Board members do audits of certain records on an annual basis as required by State Law;

WHEREAS, Town Board members Dianne Grant and Michael Santulli undertook the annual audit of court records and completed the necessary form;

NOW THEREFORE BE IT RESOLVED, the Town Board accepts the results of the audit undertaken by Town Board members Grant and Santulli.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 9, 2023.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|---------|
| Dianne Grant | Yea | Nay | Abstain |
| Michael Santulli | Yea | Nay | Abstain |
| Rick Potter | Yea | Nay | Abstain |
| William Wenzel | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2023

March 9, 2023

WHEREAS, the Town Board members do audits of certain records on an annual basis as required by State Law;

WHEREAS, Town Board member Andrew Lucks undertook the annual audit of town clerk records and completed the necessary form;

NOW THEREFORE BE IT RESOLVED, the Town Board accepts the results of the audit undertaken by Town Board member Andrew Lucks.

By a (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on March 9, 2023.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|---------|
| Dianne Grant | Yea | Nay | Abstain |
| Michael Santulli | Yea | Nay | Abstain |
| Rick Potter | Yea | Nay | Abstain |
| William Wenzel | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |

**Town of Duanesburg Town Board
RESOLUTION NO. __ - 2023**

March 9, 2023

WHEREAS, pursuant to Agriculture & Markets Law § 114 (2), the Town Board of the Town of Duanesburg (the “Town Board”) has the authority to contract for animal shelter services including, but not limited to, provision of shelter, food and water (“Shelter Services”); and

WHEREAS, the 2022-23 contract with the Animal Protective Foundation of Schenectady County was cancelled by the APF; and

WHEREAS, the Town Board has determined that it is in the public interest to contract with the Montgomery County SPCA (MCSPCA) for the provision of Shelter Services within the Town (the “APF Contract”) in accordance with Town of Duanesburg Local Law #2 of 2010 §7 G; and

WHEREAS, the Town will pay MCSPCA for Shelter Services as set forth in the attached contract for the remainder of calendar year 2023;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the MCSPCA contract for shelter services for the remainder of 2023 and authorizes the Town Supervisor to execute the attached MCSPCA Contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 9, 2023

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

| | | | |
|------------------|-----|-----|---------|
| William Wenzel | Yea | Nay | Abstain |
| Dianne Grant | Yea | Nay | Abstain |
| Andrew Lucks | Yea | Nay | Abstain |
| Francis Potter | Yea | Nay | Abstain |
| Michael Santulli | Yea | Nay | Abstain |

Montgomery County Society for the Prevention of Cruelty to Animals and
The Town of Duanesburg
Dog Shelter Service Agreement
March 1, 2023 to December 31, 2023

THIS AGREEMENT is made pursuant to the provisions of Article 7 of the Agriculture and Markets Law for the State of New York, by and between the Town of Duanesburg, a municipal corporation in the State of New York hereinafter referred to as “Town” and the Montgomery County Society for the Prevention of Cruelty to Animals, Inc., herein after referred to as the “MCSPCA”, a not-for-profit corporation, created and existing under and by virtue of the laws of the State of New York and having its office and principal place of business located at SPCA Road in the Town of Florida, County of Montgomery and the State of New York.

1. The MCSPCA will provide and maintain a shelter, food and water for all dogs, taken into custody by the Town’s Animal Control Officer under any provision of Article 7 of the Agriculture and Market Laws or any Town Ordinance and properly care for such dogs until as provided in the above State Law they are redeemed, adopted, or subject to euthanasia.
2. The Town shall be responsible for the costs of necessary medical treatment by a veterinarian of any animal during the mandatory statutory holding period of five (5) days for licensed and unlicensed dogs. After the five days the MCSPCA will take custody of the animal.
3. The MCSPCA shelter shall at all times during the period of this agreement be under the care and charge of a competent employee and shall be open to the public at reasonable hours:
Monday and Tuesday: Closed
Wednesday through Sunday: 12:00 PM to 4:00 PM
Legal holidays, emergencies, cruelty, and neglect investigations excluded.
4. The MCSPCA shelter shall be accessible to the Town’s Animal Control Officer on a twenty-four (24) hour basis. During the hours when the shelter is not open to the public, it shall be accessible only for the purpose of leaving animals at the shelter. It shall be the responsibility of the MCSPCA to ensure that at least one (1) temporary holding kennel is available at the close of each business day.
5. The MCSPCA shall make every effort to ensure that space is available for animals brought to the MCSPCA by the Town. Should the MCSPCA be unable to provide housing due to contagious disease or overpopulation, the MCSPCA shall not be responsible to reimburse the Town for expenses associated with finding alternate housing facilities. It shall be the responsibility of the MCSPCA to notify the Town when there is no available shelter space. The MCSPCA will then notify the Town of the first available space so that the dog can be relocated to the MCSPCA as soon as possible.
6. The MCSPCA will assist all police agencies in the investigation of alleged cases of animal cruelty occurring in the Town when those cases are reported to its duly appointed agents by written complaints, signed by those making the complaint.
7. The MCSPCA will follow the provisions of Article 7 of the Agriculture and Market Laws and any rules and regulations promulgated pursuant thereto in relation to the seizure, holding, care, redemption, and disposition of seized dogs.

8. The MCSPCA will file and maintain a complete record of any seizure and subsequent disposition of any dog in the shelter's care in the manner prescribed by the Commissioner of Agriculture and Market, as well as any other record required by Article 7.
9. The MCSPCA will remit to the Fiscal Officer of the Town any fees collected by it in the performance of this contract to which the Town is entitled pursuant to Article 7 of the Agriculture and Market Laws. Without limiting the foregoing, the MCSPCA will collect a redemption fee of \$65.00 per day from each dog owner that redeems a dog from the MCSPCA and shall remit such redemption fees to the Town's Fiscal Officer.
10. The MCSPCA will provide and maintain a shelter for any dog deemed dangerous by the municipal judge or justice and taken into custody by the Town's Animal Control Officer or Town's Law Enforcement under any provision of Article 7 of the Agriculture and Market Laws Section 123 or any Town Ordinance. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or the Town's Law Enforcement. The Town shall be responsible for necessary medical care and transportation of dangerous dogs to a veterinarian for treatment during the holding period. The Town of Duanesburg will be charged the amount of fifty (50) dollars per day for each dog deemed dangerous at the MCSPCA.
11. The MCSPCA will provide and maintain a shelter for any dog required to be quarantined for a 10-Day Bite Hold. The MCSPCA shall properly care for such dogs until the dog is removed from the MCSPCA's premises by the Town's Animal Control Officer or Law Enforcement. The Town will be charged the amount of forty (40) dollars per day for each dog held on a 10-Day Bite Hold at the MCSPCA. The fee will increase to \$50 a day for a dog deemed dangerous.
12. The Town in consideration of the performance by the MCSPCA of the terms of this agreement hereby agrees to pay the MCSPCA the sum of Four Hundred (400) dollars per euthanasia and cremation of each dog plus Four Thousand and Five Hundred Dollars (\$4,500.00) per year in four (4) quarterly installments to be paid as follows:
 - \$375.00 by March 1, 2023
 - \$1,125.00 by June 1, 2023
 - \$1,125.00 by September 1, 2023
 - \$1,125.00 by December 1, 2023
13. The terms of this agreement shall commence on March 1, 2023, and end on December 31, 2023, for a period of 10 (10) months.
14. Either party to this agreement may terminate this agreement in full by providing a written notice of such termination at least sixty (60) days prior to the termination date. Both parties to this agreement also agree that modifications may be made at any time by written agreement of both parties.
15. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.
16. The invalidity of all or any part of any section of this Agreement shall not render invalid the remainder of the Agreement or the remainder of such section. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to the fullest extent of the law.
17. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

The undersigned parties to this agreement hereby acknowledge their approval of this agreement.

TOWN OF Duanesburg

BY: _____ DATE: _____

MONTGOMERY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS,
INC.

BY: _____ Date: _____
Maureen Rossi, President of the Board of Directors