

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

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

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, July 23, 2020

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Approval of minutes for: Town Board Meeting on Thursday July 9, 2020

Supervisor's Report **Payment of Claims**

Committee Reports

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

Business Meeting:

- 1. Motion to adopt the Town of Duanesburg Computer System Security Breach Notification Policy.**
- 2. Motion to approve the updated Town of Duanesburg Anti-Discrimination and Anti-Harassment Policy in the place of the existing policy.**
- 3. Motion to authorize the Town Supervisor to submit the documentation to NYS EFC to obtain the funds to pay professional Services Invoice Nos. 3 and 4.**
- 4. Motion to approve the decommissioning and escrow agreements for the Oak Hill 1 and Oak Hill 2 LLC solar projects.**

Privilege of the Floor:

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

Town of Duanesburg Town Board

Resolution # Adopting the

Town of Duanesburg Computer System Security Breach Notification Policy

WHEREAS, the Town of Duanesburg is required to have a notification policy for breaches of the Town's computer system;

WHEREAS, the attached Town of Duanesburg Computer system Security Breach Notification Policy has been drafted to satisfy this requirement;

NOW, THEREFORE BE IT RESOLVED, that the Town Board of the Town of Duanesburg adopts the attached Town of Duanesburg Computer System Security Breach Notification Policy and directs that it be provided to all Town employees and officials and that it be posted and filed with the other Town Policies.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 23,2020.

Roger Tidball, Supervisor
Date:

Town Clerk/Deputy Town Clerk
Date:

Present:
Absent:

Town Board Members:

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

Computer System Security Breach Notification Policy
Town of Duanesburg, New York

§ 1-1. Title.

This chapter shall be known as the “Town of Duanesburg Computer System Security Breach Notification Policy.”

§ 1-2. Legislative Intent.

This computer system security breach notification policy is intended to establish procedures to follow in the in the event a person(s) has accessed, without valid authorization, private information of individuals from the records of the Town of Duanesburg and to alert said individuals to any potential identity theft as quickly as possible so that they may take appropriate steps to protect themselves from and remedy any impacts of the potential identity theft or security breach.

§1-3. Authority.

This chapter is enacted pursuant to the New York State Constitution, New York Municipal Home Rule Law § 10 and New York State Technology Law § 208.

§1-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BREACH OF SECURITY OF THE SYSTEM — Unauthorized access or access without valid authorization of computerized data which compromises the security, confidentiality or integrity of private information maintained by the Town. Good faith access of private information by an employee or agent of the Town for the purposes of the employee or agent is not used or subject to unauthorized disclosure. In determining whether information has been accessed, or is reasonably believed to have been accessed, by an unauthorized person or a person without valid authorization, the Town may consider the following factors, among others:

- A. Indications that the information was viewed, communicated with, used or altered by an unauthorized person; or
- B. Indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
- C. Indications that the information has been downloaded or copied; or
- D. Indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

CONSUMER REPORTING AGENCY — Any person or entity which for monetary fees, dues or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the

purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports. A list of consumer reporting agencies may be obtained upon request of the State Attorney General.

DEPARTMENT — Any board, division, committee, commission, council, department, public authority, public benefit corporation, office or other governmental entity performing a governmental or proprietary function for the Town.

PERSONAL INFORMATION — Any information concerning a natural person which, because of name, number, personal mark, or other identifier can be used to identify that person.

PRIVATE INFORMATION — Either (i) personal information consisting of any information in combination with any one or more of the following data elements, when either the data element or the combination of personal information plus the data element is not encrypted or encrypted with an encryption key that has also been accessed or acquired:

1. Social security number;
2. Driver's license number or non-driver identification card number;
3. Account number, credit or debit card number, in combination with any required security code, access code, password or other information which would permit access to an individual's financial account;
4. Account number, or credit or debit card number, if circumstances exist wherein such number could be used to access to an individual's financial account without additional identifying information, security code, access code, or password; or
5. Biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as fingerprint, voice print, or retina or iris image, or other unique physical representation or digital representation which are used to authenticate or ascertain the individual's identity; or

(ii) a user name or e-mail address in combination with a password or security question and answer that would permit access to an online account.

TOWN — The Town of Duanesburg, County of Schenectady.

§1-5. Disclosure of Breach to Affected Persons.

- A. Any Town department that owns or licenses computerized data that includes private information must disclose any breach of the security of the system to any individual whose private information was, or is reasonably believed to have been, accessed by a person without valid authorization. The disclosure must be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in § 1-7 below, or any measures necessary to determine the scope of the breach and restore the integrity of the data system. The Town shall consult with the State Office of Cyber Security and Critical Infrastructure Coordination to determine the scope of the breach and restoration measures.
- B. Notice to affected persons under this section is not required if the exposure of private information was an inadvertent disclosure by persons authorized to access private

information, and the Town reasonably determines such exposure will not likely result in misuse of such information, financial harm to the affected persons, or emotional harm in the case of unknown disclosure. Such a determination must be documented in writing and maintained for at least five years. If the incident affects over five hundred residents of New York, the person or business shall provide the written determination to the State Attorney General within ten days of the determination.

- C. If notice of the breach of the security of the system is made to affected persons pursuant to the breach notification requirements under any of the following laws, nothing in this section shall require any additional notice to those affected persons, but notice still shall be provided to the State Attorney General, the Department of State and the division of State police.

§ 1-6. Disclosure of Breach to Owner or Licensee.

If the Town maintains computerized data that includes private information which the Town does not own, the Town must notify the owner or licensee of the information of any breach of the security of the system immediately following discovery, if the private information was, or is reasonably believed to have been, accessed by a person without valid authorization.

§ 1-7. Permitted Delay.

Notification pursuant to this policy may be delayed if a law enforcement agency determines that notification could impede a criminal investigation. The notification must be made after the law enforcement agency determines that notification would not compromise any criminal investigation.

§ 1-8. Method of Notification.

The required notice must be directly provided to the affected individuals by one of the following methods:

- A. Written notice;
- B. Electronic notice, provided that the person to whom the notice is required to be provided has expressly consented to receiving notice in electronic form and a log of each electronic notification is kept by the Town; and provided further that no person or business may require a person to consent to accepting notice in electronic form as a condition of establishing any business relationship or engaging in any transaction;
- C. Telephone notification, provided that a log of each telephone notification is kept by the Town; or
- D. Substitute notice, if the Town demonstrates to the State Attorney General that the cost of providing notice would exceed \$250,000 or that the number of individuals to be notified exceeds 500,000, or the Town does not have sufficient contact information. Substitute notice must include all of the following:
 - 1. E-mail notice, when the Town has an e-mail address for the subject persons;
 - 2. Conspicuous posting of the notice on the Town's website page, if the Town maintains one; and

3. Notification to major state-wide media.

§ 1-9. Information Required.

Regardless of the method by which notice is provided, the notice must include contact information for the Town and a description of the categories of information that were, or are reasonably believed to have been, accessed by a person without valid authorization, including specification of which of the elements of personal information were, or are reasonably believed to have been, accessed.

§ 1-10. Notification of Agencies.

- A. Whenever any New York State residents are to be notified pursuant to this policy, the Town must notify the State Attorney General, the Consumer Protection Board and the State Office of Cyber Security and Critical Infrastructure Coordination as to the timing, content and distribution of the notices and the approximate number of affected people. Such notice must be made without delaying notice to affected individuals.
- B. Whenever more than 5,000 New York State residents are to be notified at one time, the Town must also notify consumer reporting agencies as to the timing, content and distribution of the notices and the approximate number of affected people. Such notice must be made without delaying notice to affected individuals.

§ 1-11. Severability.

If any clause, sentence, paragraph, subdivision or part of this chapter or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this chapter or in its application to the person, individual, firm or corporation or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Town of Duanesburg Town Board

RESOLUTION NO. _____ - 2020

July 23, 2020

WHEREAS, the NYS Legislature has adopted several laws requiring municipalities to adopt sexual harassment prevention policies and to conduct Town official and employee training on a yearly basis;

WHEREAS, the Town has adopted and amended such policies in responses to changes in the law;

WHEREAS, attached is an updated Town of Duanesburg Anti-Discrimination and Anti-Harassment Prevention Policy dated July 23, 2020;

NOW, THEREFORE BE IT RESOLVED, that the Town Board hereby approves the attached updated Town of Duanesburg Anti-Discrimination and Anti-Harassment Policy in the place of the existing policy.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 23, 2020.

Roger Tidball, Supervisor
Date:

Town Clerk/Deputy Town Clerk
Date:

Present:
Absent:

Town Board Members:

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

Anti-Discrimination/Anti-Harassment Policy

Introduction

The Town of Duaneburg (the "Town") is committed to maintaining a workplace free from illegal discrimination or harassment. This policy is one component of the Town's commitment to a discrimination-free work environment. All employees have a legal right to a workplace free from unlawful discrimination and harassment, and employees are urged to report unlawful discrimination and harassment by filing a complaint internally with the Town. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

This policy applies to all employees, applicants for employment, interns (whether paid or unpaid), and certain other non-employee personnel conducting business, regardless of immigration status, with the Town, and all must follow and uphold this policy. This policy will be provided to employees upon hiring and will be posted prominently in the workplace.

Unlawful Discrimination and Harassment Prohibited

The Town prohibits all forms of unlawful discrimination by anyone in the workplace (including supervisors, coworkers, consultants, vendors, customers, and other nonemployees) based on any protected classification, including: race, sex, national origin, ethnicity, military or veteran status, mental or physical disability, marital status, sexual orientation, gender identify or expression, genetic information/predisposition or carrier status, familial status, age, religion, creed, domestic violence victim status, and any other classification protected by federal, state, and local law. Any employee or individual covered by this policy who engages in unlawful discrimination, harassment (including sexual harassment), or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

What Is Harassment Generally?

Unlawful harassment is a form of unlawful discrimination. Harassment is an unlawful discriminatory practice when it subjects an individual to inferior terms, conditions, or privileges of employment because of the individual's membership in one or more of the categories protected under federal, state, or local law. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences.

Unlawful harassment includes, but is not limited to, unwelcome or inappropriate verbal, physical, or other communication or conduct that denigrates or shows hostility or aversion to an individual and/or group. Unlawful harassment may include, but is not limited to jokes, epithets, slurs, insulting sounds; negative stereotyping; threatening, intimidating, or hostile acts; offensive objects or gestures; or written or graphic material, including

email, that denigrates or shows hostility or aversion toward an individual or group on the basis of a protected characteristic.

Any employee, applicant for employment, intern, or non-employee working in the workplace who feels harassed should report the concern so that any violation of this Policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment can occur between individuals regardless of their sex or gender. Sexual harassment is offensive, a violation of Town policies, and unlawful; it may subject the Town to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment need not be severe or pervasive to be unlawful, and can be any harassing conduct that consists of more than petty slights or trivial inconveniences. Sexual harassment includes unwelcome conduct that is either of a sexual nature or directed at an individual because of that individual's sex when:

- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- The conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements, or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment, or any other terms, conditions, or privileges of employment. This is also called "quid pro quo" harassment.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another individual's body or poking another individual's body;
 - Rape, sexual battery, molestation, or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, name calling.

Who Can Be a Target of Harassment?

New York law prohibiting harassment protects all employees, applicants for employment, interns (whether paid or unpaid), contractors, and other non-employee personnel conducting business, regardless of immigration status, with the Town. The New York law prohibiting harassment defines a non-employee as someone who is (or is employed by) a contractor, vendor, consultant, or anyone providing services in the workplace. Non-employees protected against harassment include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer. Harassers can be a superior, a subordinate, a coworker, or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, or visitor.

Where Can Harassment Occur?

Unlawful harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Retaliation Prohibited

No person covered by this policy shall be subject to adverse action because he or she reports an incident of discrimination or harassment, provides information, or otherwise assists in any investigation of a discrimination or harassment complaint. The Town will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected discrimination or harassment. Any employee of the Town who retaliates against anyone involved in a discrimination or harassment investigation will be subjected to disciplinary action, up to and including termination. All employees or others who are covered by this policy who believe they have been subjected to such retaliation should inform a supervisor, manager, or the Town Supervisor, and may also seek relief in other forums, as explained below.

Under New York State law, an individual is protected from retaliation if that individual engages in "protected activity." Protected activity occurs when a person has:

- Made a report of discrimination or harassment, either internally or with any antidiscrimination agency;
- Testified or assisted in a proceeding involving discrimination or harassment under the Human Rights Law or other anti-discrimination law;
- Opposed discrimination or harassment by making an oral or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- Reported that another employee has been the target of discrimination or harassment;
- or
- Encouraged a fellow employee to report discrimination or harassment.

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a claim of unlawful discrimination or harassment. Adverse action need not be job-related or occur in the workplace to constitute unlawful harassment (e.g., threats of physical violence outside of work hours).

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination, including harassment. Individuals who knowingly bring false charges of discrimination, including any form of harassment, against another Town employee or other individual in the workplace shall be subjected to disciplinary action, up to and including termination.

Reporting Discrimination and Harassment

Preventing discrimination, including harassment, is everyone's responsibility. The Town cannot prevent or remedy discrimination or harassment unless it is aware of it. Any employee or other individual covered by this policy who has been subjected to behavior that may constitute discrimination or harassment is encouraged to report such behavior to a supervisor, manager, or the Town Supervisor. Anyone who witnesses or becomes aware of potential instances of discrimination or harassment has a responsibility to promptly report such behavior to a supervisor, manager, or the Town Supervisor.

Reports made under this Policy may be made formally or informally and can be made orally or in writing. Employees are not required to report within their chain of command. Individuals are encouraged to report incidents of discrimination and harassment, including sexual harassment, using the Complaint Form provided at the end of this policy.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected discrimination or harassment, observe what may be discriminatory or harassing behavior, or for any reason suspect that discrimination or harassment is occurring, **are required** to immediately report such suspected discrimination or harassment to the Town Supervisor.

In addition to being subject to discipline if they engage in discriminatory or harassing behavior themselves, supervisors and managers will be subject to discipline for failing to report suspected discrimination or harassment or otherwise knowingly allowing discrimination or harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Investigation Procedure

All reports or information about discrimination or harassment will be investigated, whether that information was reported in oral or written form.

The investigation of any report, information, or knowledge of any discrimination or harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including those making a report, witnesses, and alleged harassers, will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination and/or harassment. The Town will not tolerate retaliation against employees or others who file complaints, support another's complaint, or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations of discrimination and harassment will generally be conducted by the Town in accordance with the following steps:

- Upon receipt of the report, the Town Supervisor (or designee) will conduct an immediate review of the allegations and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If the report is oral, an individual may be asked to complete the Complaint Form in writing. If the individual refuses, a Complaint Form will be prepared based on the oral report. If documents, emails, or phone records are relevant to the investigation, steps to obtain and preserve them will be taken.
- All relevant documents, including all electronic communications, will be requested and reviewed.
- All parties involved, including any relevant witnesses, will be interviewed.
- A written documentation of the investigation will be created and may contain the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the report, together with any corrective action.
- The written documentation and associated documents will be kept in a secure and confidential location.
- The individual who reported and the individual(s) against whom the report was made will be notified of the final determination, and any corrective actions identified in the written document will be implemented.
- The individual who reported will be informed of the right to file a complaint or charge externally as outlined below.

Any individual determined to have engaged in unlawful discrimination, harassment (including sexual harassment), or retaliation will be subject to discipline, up to and including termination.

Legal Protections and External Remedies

Discrimination and harassment is not only prohibited by the Town, but is also prohibited by federal, state, and where applicable, local law.

Aside from the internal process at the Town, individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the advice of an attorney.

New York State Human Rights Law

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns, and certain non-employees, regardless of immigration status. The HRL's prohibitions against discrimination and harassment based on other protected classes apply to employers in New York with four or more employees. Effective February 8, 2020, the HRL's prohibitions against harassment based on all protected classes will apply to all employees in New York. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Currently, complaints with DHR may be filed any time **within one year** of the alleged discrimination or harassment. Beginning August 12, 2020, complaints of sexual harassment may be filed with DHR anytime **within three years** of the alleged harassment. If an individual did not file at DHR, the individual can sue directly in state court under the HRL, **within three years** of the alleged discrimination or harassment. An individual may not file with DHR if they have already filed an HRL complaint in state court.

Complaining internally to the Town does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of discrimination or harassment. You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that discrimination or harassment, including sexual harassment, has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination or harassment, including sexual harassment, is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

The Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal antidiscrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the discrimination or harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is

reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but it may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from discrimination and harassment, including sexual harassment. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

COMPLAINT FORM

If you believe that you have been subjected to discrimination or harassment, including but not limited to sexual harassment, you are encouraged to complete this form and submit it to your manager or supervisor, in person or via email, or to the Town Supervisor in person or via email at rtidball@duanesburg.net:

You will not be retaliated against for filing a complaint.

If you are more comfortable reporting orally or in another manner, you may report orally to one of the persons listed above, and the Town will complete this form, provide you with a copy, and follow the Town's Anti-Discrimination/Anti-Harassment Policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace.

COMPLAINANT INFORMATION

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method: Email Phone In Person

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

COMPLAINT INFORMATION

1. Your complaint of Discrimination and/or Harassment is made about:

Name: _____ Title: _____

Work Address: _____ Work Phone: _____

Relationship to you: Supervisor Subordinate Co-Worker Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) discrimination or harassment occurred:

Is the discrimination or harassment continuing? Yes No

4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

The last question is optional but may help the investigation

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

I request that the Town investigate this complaint of discrimination and/or harassment in a timely and confidential matter as outlined below and advise me of the results of the investigation.

Signature: _____

Date: _____

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2020

July 23, 2020

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

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

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

WHEREAS, Delaware has submitted an invoice for Town Board review in the amount of \$7,482.50 for professional services provided during February 2019 through May 2020 ("Professional Services Invoice No. 3").

WHEREAS, Delaware has also submitted an invoice for Town Board review in the amount of \$14,930.00 for professional services provided during May 2020 through July 2020 ("Professional Services Invoice No. 4").

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay Professional Services Invoice Nos. 3 and 4 and upon receipt of such funds authorizes payment to Delaware in the amount of \$22,412.50.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 23, 2020.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

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



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

May 7, 2020

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

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

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$7,482.50 for services related to the above referenced project.

Services provided from February through April 2020 included:

- Communications with Town and regulatory agencies on project status
- Prepare MWBE quarterly report
- Coordinate with retained subcontractors and prepare NYSEFC required documentation
- Prepared draft EFC drawdown for Town submission to NYSEFC for incurred costs to date
- Obtain quotes and specifications from suppliers for potential equipment to be installed at the Delanson WWTP, and review with Town staff
- Prepare draft plans for needed improvements

Services anticipated to be provided during May 2020 include:

- Continued communications with Town and regulatory agencies
- Conduct onsite geotechnical borings
- Prepare draft plans for needed improvements and review with Town staff

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

Respectfully,

DELAWARE ENGINEERING, D.P.C.

William J. Brown, P.E. for
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)
05-2020 Duanesburg (T) Delanson WWTP Long Term Improvements CL3



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

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

Invoice number 19-1712-3
 Date 05/06/2020

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

For Services Rendered Through May 03, 2020

1 Design

	Units	Rate	Billed Amount
Maureen Seymour	0.50	125.00	62.50
Michael Primmer	20.50	160.00	3,280.00
William J. Brown	21.00	150.00	3,150.00
subtotal	42.00		6,492.50
Phase subtotal			6,492.50

6 NYSEFC Contract Coordination

	Units	Rate	Billed Amount
Cheryl L. DeCarr	3.00	80.00	240.00
William J. Brown	5.00	150.00	750.00
subtotal	8.00		990.00
Phase subtotal			990.00

Invoice total **7,482.50**

Approved by:

William J. Brown

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

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8073/FAX 607-482-0482

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

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 3

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ 6,492.50	\$ 13,595.00	\$ 20,087.50	
Reimbursable Expenses	\$ -	\$ 571.88	\$ 571.88	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 1	\$ 6,492.50	\$ 14,166.88	\$ 20,659.38	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 2	\$ -	\$ -	\$ -	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 3	\$ -	\$ -	\$ -	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 4	\$ -	\$ -	\$ -	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8073/FAX 607-482-0482

	<u>CURRENT</u> <u>COST</u>	<u>PREVIOUS</u> <u>COST</u>	<u>COST TO</u> <u>DATE</u>	<u>BUDGET</u>
6. Task 6 - NYSEFC Contract Coordination				
Labor	\$ 990.00	\$ 2,746.25	\$ 3,736.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 6	\$ 990.00	\$ 2,746.25	\$ 3,736.25	\$ 15,000.00
7. Task 7 - Preliminary Engineering				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 7	\$ -	\$ 70,894.70	\$ 70,894.70	\$ 70,894.70
TOTAL	\$ 7,482.50	\$ 87,807.83	\$ 95,290.33	\$ 320,894.70
AMOUNT DUE FOR CURRENT SERVICES	\$ 7,482.50			
AMOUNT PAST DUE	\$ -			
TOTAL NOW DUE	\$ 7,482.50			
BUDGET BALANCE		\$225,604.37		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

July 14, 2020

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

Re: Delanson WWTP (SD#1 & SD#3)
Long Term Improvements Project
Professional Services Invoice #4

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$14,930.00 for services related to the above referenced project.

Services provided from May through June 2020 included:

- Communications with Town and regulatory agencies on project status
- Prepare MWBE quarterly report
- Conduct onsite geotechnical borings and received geotechnical report
- Prepare draft plans for needed improvements and review with Town staff

Services anticipated to be provided during July 2020 include:

- Continued communications with Town and regulatory agencies
- Travel to site to review project scope with subconsultants
- Prepare draft plans for needed improvements and review with Town staff

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

Respectfully,

DELAWARE ENGINEERING, D.P.C.

William J. Brown, P.E. for
Dave Ohman, P.E.

Attachment

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

07-2020 Duanesburg (T) Delanson WWTP Long Term Improvements CL 4



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.
Albany, NY 12203
(518) 452-1290

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

Invoice number 19-1712-4
Date 07/10/2020

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

For Services Rendered Through June 28, 2020

1 Design

	Units	Rate	Billed Amount
Michael Primmer	23.00	160.00	3,680.00
William J. Brown	17.00	150.00	2,550.00
subtotal	40.00		6,230.00
Phase subtotal			6,230.00

**1A Design (SUB-Atlantic Testing Lab)
CONSULTANT**

	Units	Rate	Billed Amount
ATLANTIC TESTING LAB			8,700.00
Invoice total			14,930.00

Approved by:

William J. Brown

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

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8073/FAX 607-482-0482

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

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 4

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ 6,230.00	\$ 20,087.50	\$ 26,317.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 571.88	\$ 571.88	
Subcontractors (Atlantic Testing Laboratories)	\$ 8,700.00	\$ -	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ -	\$ -	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ -	\$ -	\$ 11,000.00
SUBTOTAL-TASK 1	\$ 14,930.00	\$ 20,659.38	\$ 35,589.38	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 2	\$ -	\$ -	\$ -	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 3	\$ -	\$ -	\$ -	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 4	\$ -	\$ -	\$ -	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
SUBTOTAL-TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 18820 Phone 607-432-8073/FAX 607-432-0432

	<u>CURRENT</u>	<u>PREVIOUS</u>	<u>COST TO</u>	<u>BUDGET</u>
	<u>COST</u>	<u>COST</u>	<u>DATE</u>	
6. Task 6 - NYSEFC Contract Coordination				
Labor	\$ -	\$ 3,736.25	\$ 3,736.25	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ -	\$ -	\$ -	\$ 10,000.00
SUBTOTAL-TASK 6	\$ -	\$ 3,736.25	\$ 3,736.25	\$ 15,000.00
7. Task 7 - Preliminary Engineering				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 7	\$ -	\$ 70,894.70	\$ 70,894.70	\$ 70,894.70
TOTAL	\$ 14,930.00	\$ 95,290.33	\$ 110,220.33	\$ 320,894.70
AMOUNT DUE FOR CURRENT SERVICES	<u>\$ 14,930.00</u>			
AMOUNT PAST DUE	<u>\$ 7,482.50</u>	Invoice #3, 5/6/2020		
TOTAL NOW DUE	<u>\$ 22,412.50</u>			
BUDGET BALANCE		\$210,674.37		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

RECEIVED JUL 10 2020



ATLANTIC TESTING LABORATORIES

Remit to: 6431 US Highway 11
Canton, New York 13617
Phone: 315-366-4578

Inquiries to: 6431 US Highway 11
Canton, New York 13617
Phone: 315-366-4578

WBE certified company

June 30, 2020

Accounts Payable
Delaware Engineering, DPC
55 South Main Street
Oneonta, New York 13820

Client Information

Contact: Mr. William Brown, P.E.
Telephone: 607-432-8073
SRF No. C4-5469-06

REQUEST FOR PAYMENT

Subsurface Investigation and Geotechnical Evaluation Services
Wastewater Treatment Plant Upgrades
Duaneburg, New York
ATL Project No. CD4884
ATL Contract No. CD998-2613-12-19

Service Dates: May 1, 2020 through June 30, 2020

LUMP SUM AMOUNT DUE \$8,700.00

Invoice No. 93453

Accounts are due when rendered. Accounts 1 days and over are subjected to a SERVICE CHARGE, which is computed by a PERIODIC RATE of 1.5% per month or an ANNUAL RATE of 18%. If written response is not received within 10 days of invoice, the invoice will be considered correct. Terms Net—Upon Receipt of Invoice.

#19-1712
Task#1A

7/10/2020 Added to Ajera + Sent to SO.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2020

July 23, 2020

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

WHEREAS, the Town Planning Board approval and the Town Solar Law provides that the owner of the solar projects is responsible for the decommissioning of the solar equipment at the end of its life;

WHEREAS, the attached decommissioning agreements and escrow agreements set forth the requirements that Oak Hill 1 and 2, LLC, and its successors and assigns, must follow in decommissioning the facility and in posting appropriate security for the decommissioning prior to the issuance of a building permit by the Town of Duanesburg;

NOW THEREFORE BE IT RESOLVED, that the Town of Duanesburg Town Board approves the attached decommissioning and escrow agreements for the Oak Hill 1 and 2 LLC solar projects and authorizes the Town Supervisor to sign the two decommissioning agreements and the two escrow agreements attached hereto immediately prior to the issuance of the Building Permit for the Oak Hill 1 and 2 solar projects.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 23, 2020

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

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

TOWN OF DUANESBURG
DECOMMISSIONING ESCROW AGREEMENT

THIS DECOMMISSIONING ESCROW AGREEMENT, made and entered on this ____ day of _____ 2020 (the "Agreement") by and between the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (referred to as the "Town"), **Oak Hill Solar 1 LLC**, a limited liability company formed under the laws of the State of New York with principal offices at 1550 Wewatta Street, 4th Floor, Denver, CO 80202 (referred to as the "Operator") is made upon the following terms and conditions:

PROJECT NAME: Oak Hill 1 (the "Project")

PROJECT LOCATION: 13590 Duanesburg Road Delanson, NY (Tax Map 74.00-2-5) in the Town of Duanesburg, Schenectady County, New York (the "Project Site").

PROJECT: Operator intends to permit, construct, operate and maintain solar energy facilities with battery storage with an estimated aggregate size of five (5) megawatts of alternating-current (AC) nameplate capacity that will generate electric power (the "Project").

1. As a requirement for the approval of the Project, the Town and the Operator have on even date herewith entered into a decommissioning agreement (the "Decommissioning Agreement") setting forth the terms and conditions under which the Operator is required to remove the Project from the Project Site.
2. The Decommissioning Agreement requires the Operator to deposit the amount of ~~\$211,381~~ in escrow with the Town (the "Escrowed Funds"). The Parties agree that the Escrowed Funds shall be used solely to pay for any Decommissioning (as defined in the Decommissioning Agreement) of the Project, and only in the circumstances set forth in the Decommissioning Agreement. Prior to the end of each successive five (5) -year period after the execution of the Decommissioning Agreement, the Operator shall provide the Town with an updated decommissioning plan in accordance with the Decommissioning Agreement and the Escrowed Funds shall be changed to reflect the updated estimate approved by the Town for such Decommissioning of the Project.
3. To properly implement the Decommissioning Agreement, the Operator shall simultaneously with its execution of this Agreement, deliver the Escrowed Funds to the Town. The Escrowed Funds will be placed into an escrow account controlled by the Town (the "Escrow Account"). The purpose of the Escrow Account is to provide the Town funding for the Decommissioning of the Project should a Triggering Event (as defined in the Decommissioning Agreement) occur and should the Town elect to decommission the Project as provided for in the Decommissioning Agreement.
4. In the event of a Triggering Event and the Town's election to decommission the Project, should the costs of Decommissioning incurred by the Town exceed the amount of Escrowed Funds, Operator or its successor in title to the Project shall be responsible for

reimbursing the Town for any and all such excess costs, provided that the Town delivers to the Operator a reasonable written record of such costs.

5. The Town hereby acknowledges and agrees that at any time during the term of the Decommissioning Agreement that the Town receives written request from the Operator, the Town shall provide a complete statement of funds in the Escrow Account and any expenditures thereof.

6. Upon the completion of the Decommissioning of the Project in accordance with the terms and conditions of the Decommissioning Agreement, any balance remaining in the Escrow Account, if any, shall be refunded to Operator within sixty (60) of completion.

7. This Agreement, together with the Decommissioning Agreement, contains all of the terms agreed upon between the Town and Operator with respect to the subject matter hereof. This Agreement has been entered into after full investigation and neither party relies on any oral representations or statements from the other as an inducement to entering into this Agreement.

8. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect unless the same shall be in writing signed by the party to be bound.

9. The Operator shall have the right, at all times, to assign any of its rights and obligations under this Agreement and any rights to any remaining funds in the Escrow Account provided the Town receives prompt written notice of the identity of and contact information for such assignee.

10. This Agreement and all the rights and remedies of the Town hereunder shall inure to the benefit of and be binding upon the Town and its respective successors, endorsers and permitted transferees and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. By executing this Agreement, the parties agree that venue for all judicial actions, suits or proceedings commenced with respect to any matters arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such proceedings, is proper in a court of competent jurisdiction in Schenectady County, New York or in the United States District Court for the Northern District of New York. By execution and delivery of this Agreement, the parties accept, generally and unconditionally, the jurisdiction of the aforesaid courts. **THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY AND ANY OBJECTIONS, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH HE/SHE/THEY/IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH JURISDICTION.**

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed or e-mailed signatures to this agreement shall be binding for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

The Town of Duaneburg

Oak Hill Solar 1, LLC

Roger Tidball, Supervisor

By: _____
Its: _____

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2020

July 23, 2020

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

WHEREAS, the Town Planning Board approval and the Town Solar Law provides that the owner of the solar projects is responsible for the decommissioning of the solar equipment at the end of its life;

WHEREAS, the attached decommissioning agreements and escrow agreements set forth the requirements that Oak Hill 1 and 2, LLC, and its successors and assigns, must follow in decommissioning the facility and in posting appropriate security for the decommissioning prior to the issuance of a building permit by the Town of Duanesburg;

NOW THEREFORE BE IT RESOLVED, that the Town of Duanesburg Town Board approves the attached decommissioning and escrow agreements for the Oak Hill 1 and 2 LLC solar projects and authorizes the Town Supervisor to sign the two decommissioning agreements and the two escrow agreements attached hereto immediately prior to the issuance of the Building Permit for the Oak Hill 1 and 2 solar projects.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of July 23, 2020

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

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

DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this “Agreement”), dated as of July _____ 2020 (the “Effective Date”), is made by and among the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (referred to as the “Town”), **Oak Hill Solar 1 LLC**, a limited liability company formed under the laws of the State of New York with principal offices at 1550 Wewatta Street, 4th Floor, Denver, CO 80202 (referred to as the “Operator”) and Richard Murray, an individual (referred to as the “Landowner”). The Town, the Operator and the Landowner may each be referred to herein as a “Party” and collectively, as the “Parties”.

WHEREAS, Operator intends to permit, construct, operate and maintain a solar energy facility with battery storage with an estimated size of five (5) megawatts of alternating-current (AC) nameplate capacity that will generate electric power (the “Project”), as shown on the Site Plans entitled “Proposed Site Plan for Oak Hill 1 and 2”, prepared by Environmental Design Partnership, LLP., last revised September 5, 2019 (hereinafter, the “Site Plans”), copies of which are attached as **Schedule A**, on real property owned by the Landowner and leased to the Operator, and more particularly identified hereto in **Schedule B**, and commonly known as 13590 Duanesburg Road Delanson, NY (Tax Map 74.00-2-5) in the Town of Duanesburg, Schenectady County, New York (“the Properties”); and

WHEREAS, on September 5, 2019, based on the Operator’s application, and after duly noticed public hearing(s), the Town, by its Planning Board, granted conditional special use and site plan approval (hereinafter “Approval Resolution”) for the Project¹, on condition that, among other things, the applicant submit a final decommissioning plan and decommissioning security and that the applicant provided the Town with access to funds for the Decommissioning (as defined below) of the Project; and

WHEREAS, a copy of said Approval Resolution is attached hereto as **Schedule C**;
and

WHEREAS, the Town has enacted Local Law 1-2016, which provides that Decommissioning must occur pursuant to a decommissioning plan, among other requirements (the “Local Law”); and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the “Decommissioning Plan” for the Oak Hill 1 Solar Project, attached hereto as **Schedule D**, as required by the Local Law and the Town Planning Board and to agree upon terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning the Project;

¹ The Oak Hill Solar 1 Project was also approved at this meeting.

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

1. Prior to the issuance of a building permit for the Project (the "Start Date"), the Operator shall post a letter of credit or bond, in form and substance reasonably satisfactory to the Town or deposit cash in escrow with the Town (the "Security") in the amount of \$211,381 for the benefit of the Town. In the event Operator elects to deposit cash in escrow with the Town as the Security, the Parties shall execute the Decommissioning Escrow Agreement attached hereto as Schedule E. The parties agree that the Security shall be used solely to pay for any Decommissioning costs of the Project. At least 60 days prior to the end of each successive five (5) -year period after the execution of this Agreement, the Operator shall provide the Town with an updated decommissioning plan setting forth an updated estimate for the Decommissioning of the Project, which updated estimate shall be subject to review and approval by the Town, which approval shall not unreasonably be withheld, conditioned or delayed. Within 30 days after the Town's approval of the updated estimate, the Security shall be changed to reflect the updated estimate approved by the Town for such Decommissioning of the Project. Any such updated and approved decommissioning plan shall be deemed the "Decommissioning Plan" hereunder. For avoidance of doubt, the updated estimate will use the estimated decommissioning cost as a template in the updated decommissioning plan. Operator shall have no further payment obligations in connection with Decommissioning during the operation of the Project provided that Operator complies with posting the Security in accordance with this Agreement. Nonetheless, in the event the actual Decommissioning costs incurred by the Town exceed the amount covered by the Security, Operator or its successor in title to the Project shall be responsible for reimbursing the Town for any and all such excess costs, provided that the Town delivers to the Operator a reasonable written record of such costs.

2. "Decommissioning" as used in this Agreement shall mean the removal of all collectors, mounts and/or associated equipment and facilities that were installed in connection with the Project and the reasonable restoration of the Properties to either of the following, at the Operator's option ("Decommissioning"): (i) the condition the Properties was in prior to the development, construction and operation of the Project, including restoration, regrading, and reseeding, or (ii) the condition designed by a subsequent Operator or developer as agreed upon with the Town. Costs of Decommissioning under this Agreement include labor, professional services and any other costs reasonably associated with such Decommissioning.

3. Each of the circumstances described in clauses (a) and (b) below shall be a "Triggering Event" for purposes hereof:

- (a) construction of the Project is not completed within eighteen (18) months of receiving a building permit, other than as a result of Force Majeure (defined below), or
- (b) the Project, after commencing commercial operation, "ceases to be operational" (as defined below) for more than twelve (12) consecutive months.

In the event the Operator fails to initiate Decommissioning of the Project within ninety (90) days of a Triggering Event (the "Decomm Deadline"), or Operator fails to provide a reasonable explanation for the delay in the construction or cessation of operation of the Project by the Decomm Deadline, then, the Town may issue a notice to Operator (the "Town Decommissioning Notice") and Operator shall have thirty (30) days to respond to the Town Decommissioning Notice with a reasonable explanation for the delay in the construction or the cessation of operation of the Project. In the event that (A) the Operator does not respond to the Town Decommissioning Notice in accordance with the forgoing sentence, or (B) Decommissioning is not completed, within six (6) months after a Triggering Event, then the Town shall have the right, but not the obligation, to commence Decommissioning of the Project through use of the Security.

For purposes of this Agreement, "Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that: (i) such event is not due to the affected Party's negligence or willful misconduct; (ii) such event is not the result of any failure of the affected Party to perform any of its obligations hereunder; and (iii) the affected Party has given the other Party prompt notice describing such event. Subject to the foregoing conditions, Force Majeure Events include, without limitation: acts of God; war; acts of the public enemy; terrorism; riot; civil commotion; sabotage; fire; floods; landslide; volcanic eruption; epidemics; global pandemics; quarantine restrictions; embargos; and governmental authority decreed official state of emergency.

For the purposes of this Agreement, "ceases to be operational" shall mean no generation of electricity, other than due to Force Majeure, repairs, upgrades, permitting matters, casualty, or other issue regarding the Project that Operator is in good faith attempting to remedy

4. The parties hereto acknowledge that the Decommissioning is intended to occur outside the winter months. Upon removal of the infrastructure and disposal of the components of the Project from the Properties, and restoration of the Properties to its pre-project state, or to the condition designed by a subsequent Operator or developer as agreed upon with the Town. Upon completion of Decommissioning, the Operator shall have no further obligation to the Town provided that the costs of the Decommissioning has been paid for in full by the Security or otherwise by or on behalf of the Operator.

5. In the event that the Town elects to complete Decommissioning under Section 3, Operator (or its successors or assigns) agrees to give the Town the right of reasonable access to the Properties to Decommission the Project. In the event the leases between Landowner and Operator are terminated or Landowner otherwise has control over the Properties at the time of the Decommissioning, Landowner (or its successors or assigns) agrees to give the Town the right of reasonable access to the Properties in order to perform Decommissioning in accordance with this Agreement.

6. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. In accordance with the provisions of section 109 of the New York General Municipal Law, Operator is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or

corporation without the previous consent in writing of the Town, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Operator, or the operations and maintenance provider of the Operator, shall provide the Town with proof that it either carries sufficient workers' compensation insurance coverage for any employees in New York involved in the Decommissioning as required under applicable law or that it is exempt from such requirement.

8. The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by another Party to effectuate the purpose of this Agreement.

9. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York, without regard to its conflict of laws principles. The Parties hereby consent to exclusive venue and jurisdiction in the state and federal courts located in the State of New York. **EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE RELATED HERETO.** If one or more of the provisions hereof are deemed by a court of competent jurisdiction to be unenforceable, in whole or in part, the scope of such provisions shall be reduced to the extent necessary to make them enforceable or, if such reduction is not possible for any reason, such provisions shall be severed from this Agreement entirely, without effect upon the balance hereof.

10. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all Parties.

11. Any and all notices required to be sent by a Party to another Party hereunder shall be addressed as follows by certified mail or mail courier service:

To the Town:

Town of Duanesburg
Attn: Supervisor
5853 Western Turnpike
Duanesburg, NY 12056

With a copy to:

Whiteman Osterman & Hanna LLP
Attn: Teresa Bakner, Esq.
One Commerce Plaza
Albany, New York 12260

To Operator:

Oak Hill Solar 1 LLC
c/o AMP Solar Development Inc.

1550 Wewatta St., 4th Floor
Denver, CO 80202

With an electronic copy to:

jdonald@amp.energy

To Landowner:

Richard Murray 1206 Oak Hill Rd.
Esperance, NY 12066

[Signature Page Follows]

**IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
have duly executed this Agreement as of the date first written above.**

TOWN:

Town of Duanesburg

By: _____
Name: Roger Tidball
Title: Town Supervisor

OPERATOR:

Oak Hill Solar 1 LLC

By: AMP Solar Development Inc.
Its: Manager

By: _____
Name: David Rogers
Title: President

LANDOWNER:

By: _____
Name:
Title:

Schedule A

Site Plan

[to be attached]

Schedule B

Description of Properties

[to be attached]

Schedule C

Approval Resolution

[to be attached]

Schedule D
Decommissioning Plan
[to be attached]

Schedule E

Form of Decommissioning Escrow Agreement

SCHEDULE A

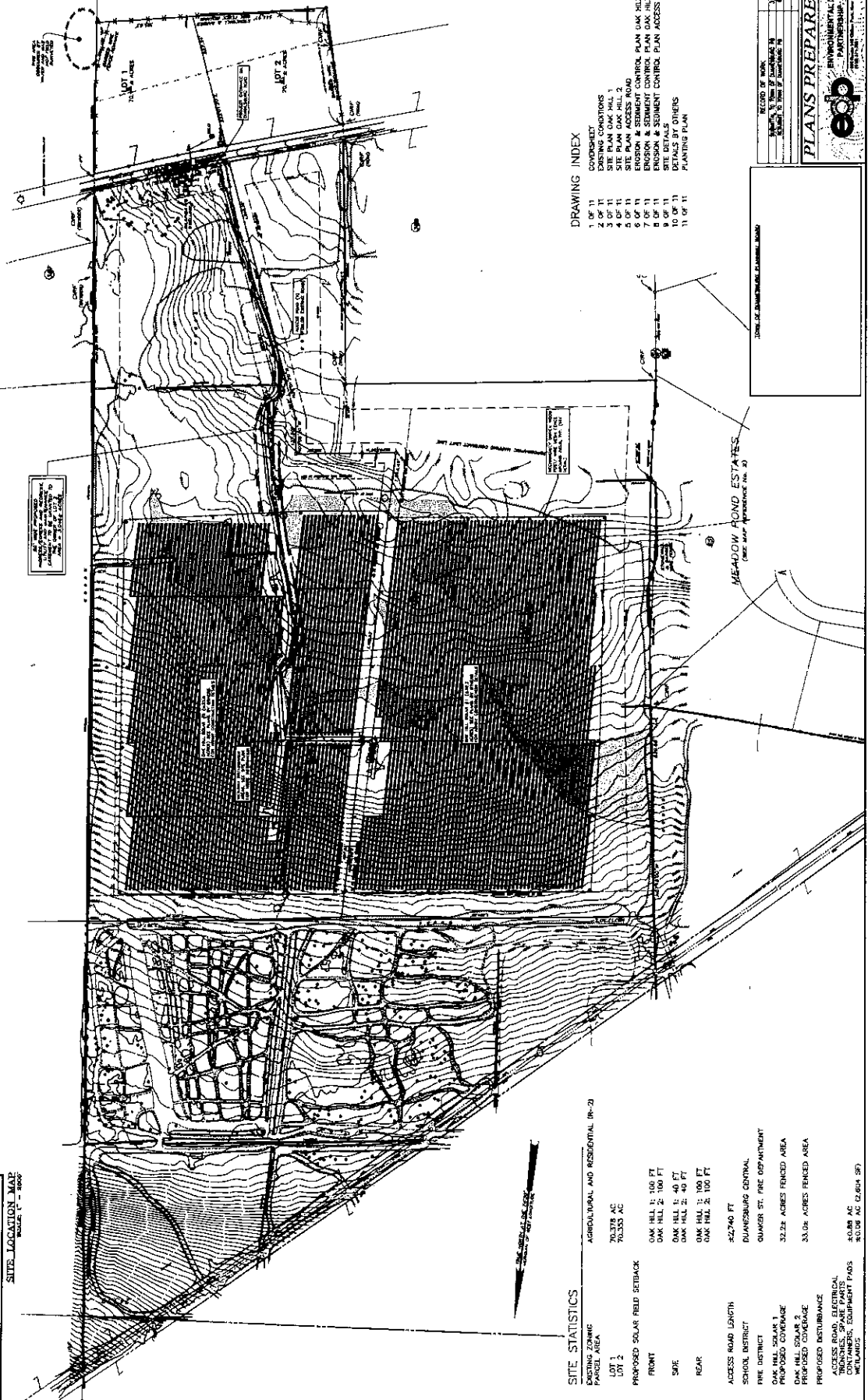
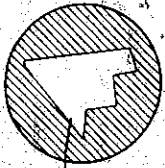
PROPOSED SITE PLAN FOR

OAK HILL SOLAR 1&2

APPLICANT:

OAK HILL SOLAR 1, LLC & OAK HILL SOLAR 2, LLC
 13950 DUANESBURG ROAD
 TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK

SITE LOCATION MAP
 SCALE 1" = 2000'



SITE STATISTICS

SUBDIVISION AND RESIDENTIAL (R-2)	70.378 AC
PROPOSED SOLAR FIELD SETBACK	30.000 AC
FRONT	100 FT
SIDE	100 FT
REAR	100 FT
ACCESS ROAD LENGTH	32,740 FT
SCHOOL DISTRICT	DUANESBURG CENTRAL
FIRE DISTRICT	QUAKER ST. FIRE DEPARTMENT
PROPOSED COVERAGE	32.22 ACRES FENCED AREA
OAK HILL SOLAR 1	33.08 ACRES FENCED AREA
OAK HILL SOLAR 2	30.00 AC
PROPOSED DISTURBANCE	30.00 AC
ACCESS ROAD, ELECTRICAL	30.00 AC (28.00 AC)
CONTAINERS, EQUIPMENT PADS	30.00 AC (28.00 AC)
WETLANDS	30.00 AC (28.00 AC)

DRAWING INDEX

- 1 OF 11 COVER SHEET
- 2 OF 11 PROPOSED
- 3 OF 11 SITE PLAN OAK HILL 1
- 4 OF 11 SITE PLAN OAK HILL 2
- 5 OF 11 EROSION & SEDIMENT CONTROL PLAN OAK HILL 1
- 6 OF 11 EROSION & SEDIMENT CONTROL PLAN OAK HILL 2
- 7 OF 11 EROSION & SEDIMENT CONTROL PLAN ACCESS ROAD
- 8 OF 11 DETAILS BY OTHERS
- 9 OF 11 PLANTING PLAN
- 10 OF 11
- 11 OF 11

RECORD OF WORK
 DATE: 1/11/11
 BY: [Signature]

PLANS PREPARED BY:
 ENVIRONMENTAL DESIGN
 PHOTOGRAPHY, LLC
 13950 DUANESBURG ROAD
 DUANESBURG, NY 12158

ENVIRONMENTAL DESIGN
 PHOTOGRAPHY, LLC
 13950 DUANESBURG ROAD
 DUANESBURG, NY 12158
 PHONE: 518-385-1111
 FAX: 518-385-1112
 FEBRUARY 8, 2010

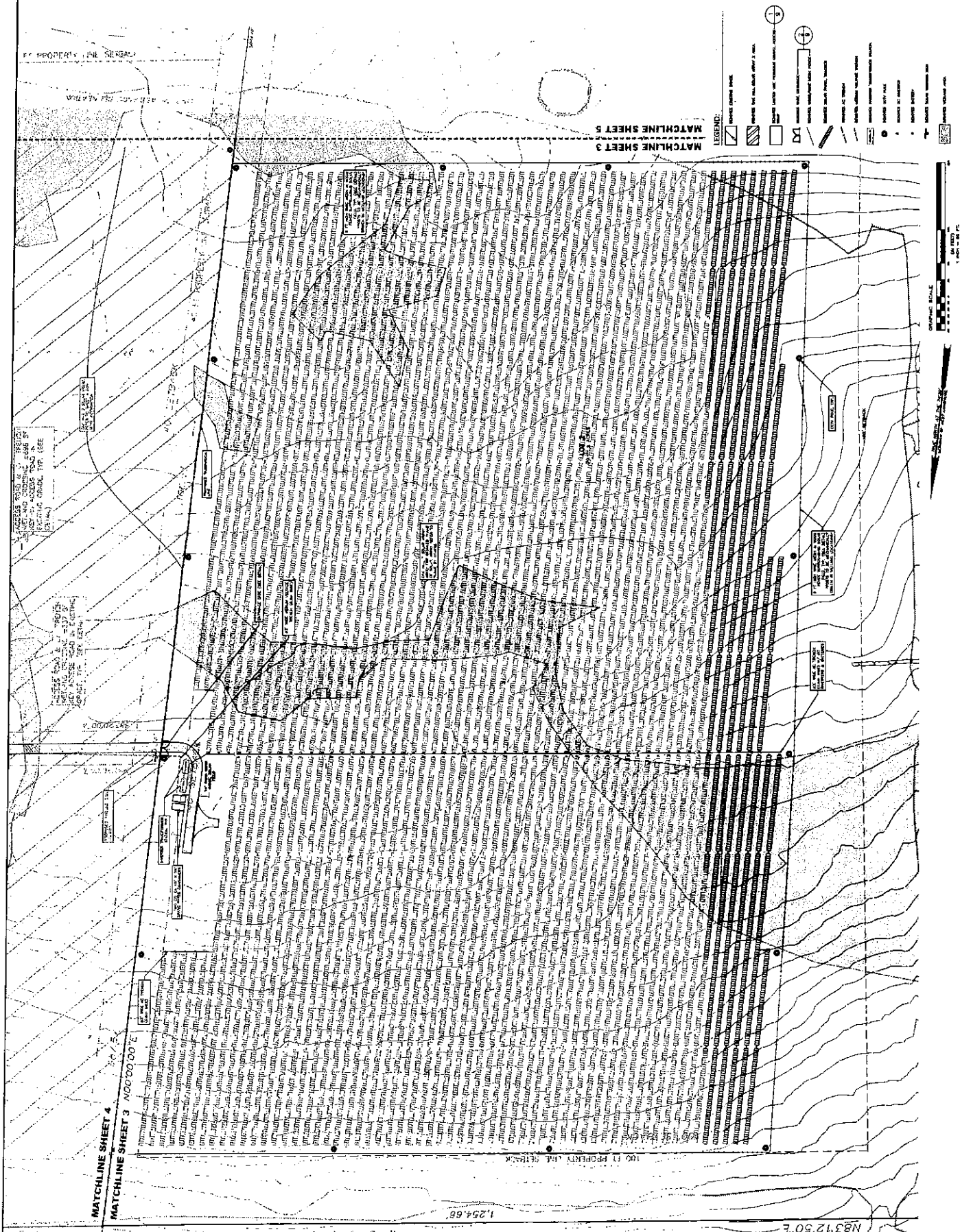
PROPOSED SITE PLAN FOR
OAK HILL SOLAR 1&2
 APPLICANT: OAK HILL SOLAR 1, LLC / OAK HILL SOLAR 2, LLC
 TOWN OF DUANESBURG
 SCHENECTADY COUNTY, NEW YORK

SCALE: N.T.S.

NOTES:
 CONSTRUCTION
 SHEET TITLE

COVER SHEET

1 of 11





ENVIRONMENTAL DESIGN PARTNERS, LLC
 1590 QUAINES ROAD
 TOWN OF QUAINES, NY
 FERRYMAN, NY 14055
 FEBRUARY 9, 2018

PROPOSED SITE PLAN FOR
OAK HILL SOLAR 1&2
 APPLICANT: OAK HILL SOLAR 1, LLC / OAK HILL SOLAR 2, LLC

ROCKSTAR COUNTY, NEW YORK



NOT FOR CONSTRUCTION
 SHEET NO. 11-50
 SHEET TITLE

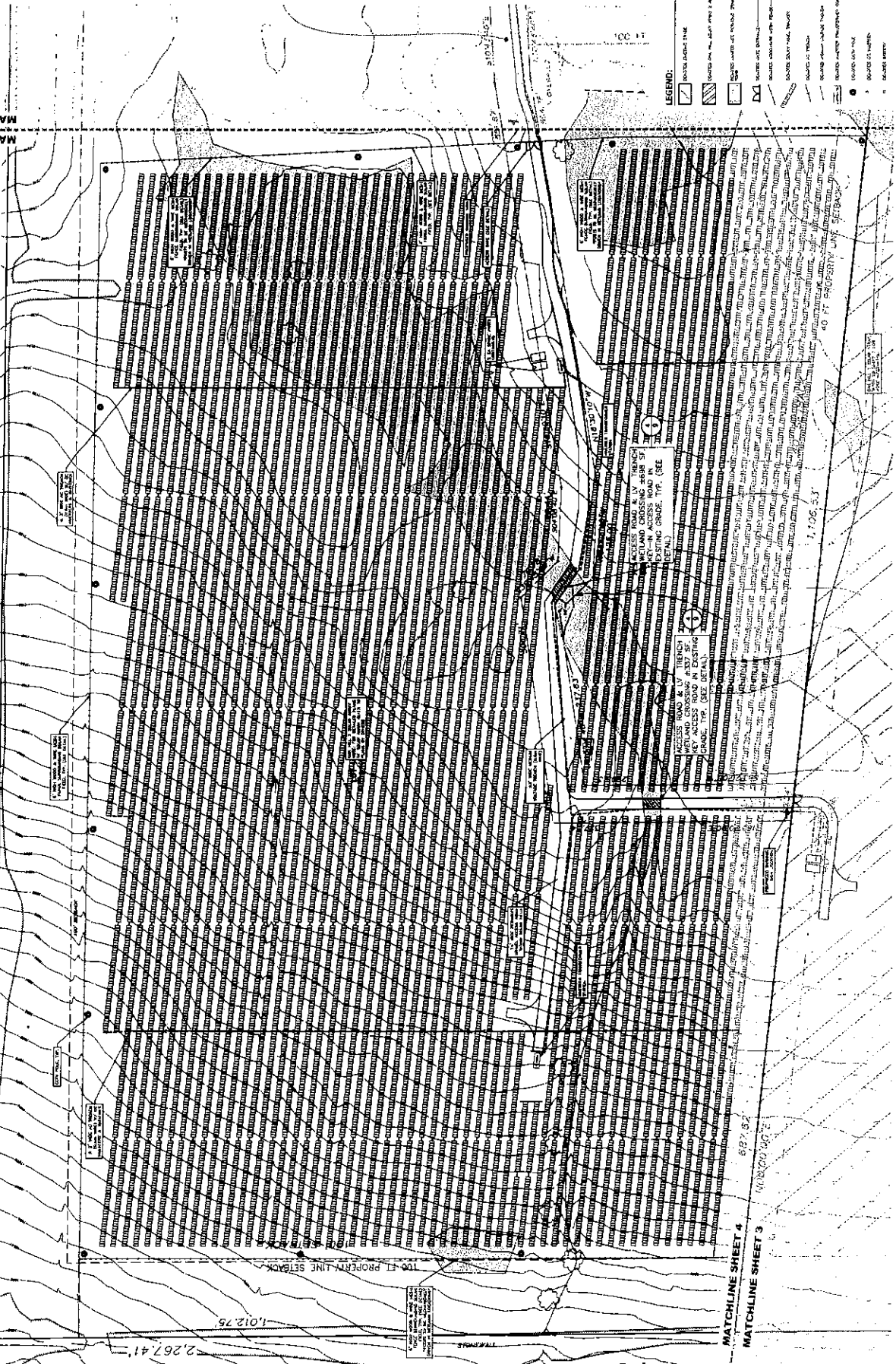
SITE PLAN OAK HILL 2

THE OWNER OF THIS AREA = 3.046± ACRES
 MATCHLINE SHEET 4
 MATCHLINE SHEET 3

WOODS

STONEWALL

S06°20'20"E

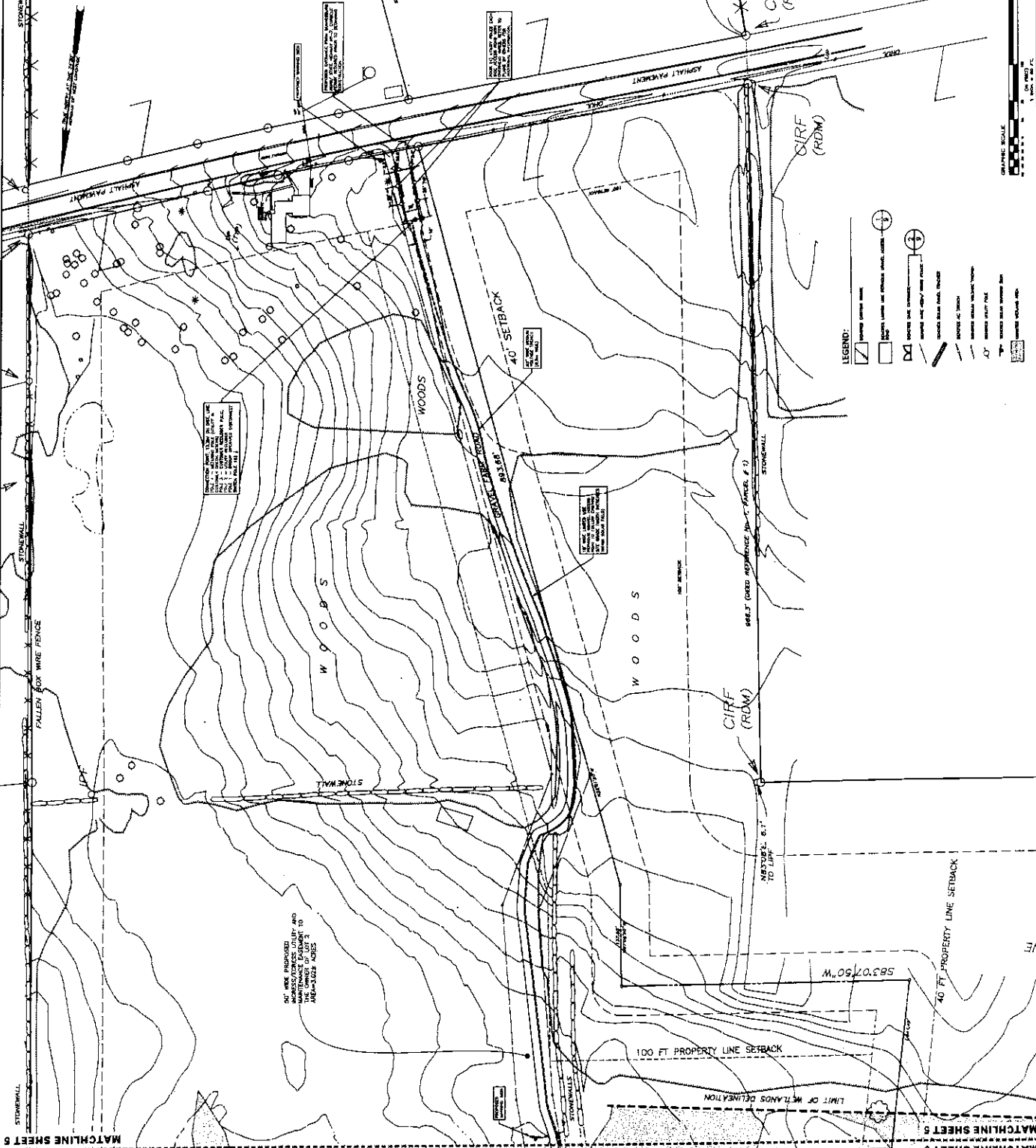


LEGEND:

- 1. SOLAR PANELS
- 2. SOLAR PANELS WITH ROAD
- 3. SOLAR PANELS WITH ROAD
- 4. SOLAR PANELS WITH ROAD
- 5. SOLAR PANELS WITH ROAD
- 6. SOLAR PANELS WITH ROAD
- 7. SOLAR PANELS WITH ROAD
- 8. SOLAR PANELS WITH ROAD
- 9. SOLAR PANELS WITH ROAD
- 10. SOLAR PANELS WITH ROAD
- 11. SOLAR PANELS WITH ROAD
- 12. SOLAR PANELS WITH ROAD
- 13. SOLAR PANELS WITH ROAD
- 14. SOLAR PANELS WITH ROAD
- 15. SOLAR PANELS WITH ROAD
- 16. SOLAR PANELS WITH ROAD
- 17. SOLAR PANELS WITH ROAD
- 18. SOLAR PANELS WITH ROAD
- 19. SOLAR PANELS WITH ROAD
- 20. SOLAR PANELS WITH ROAD
- 21. SOLAR PANELS WITH ROAD
- 22. SOLAR PANELS WITH ROAD
- 23. SOLAR PANELS WITH ROAD
- 24. SOLAR PANELS WITH ROAD
- 25. SOLAR PANELS WITH ROAD
- 26. SOLAR PANELS WITH ROAD
- 27. SOLAR PANELS WITH ROAD
- 28. SOLAR PANELS WITH ROAD
- 29. SOLAR PANELS WITH ROAD
- 30. SOLAR PANELS WITH ROAD
- 31. SOLAR PANELS WITH ROAD
- 32. SOLAR PANELS WITH ROAD
- 33. SOLAR PANELS WITH ROAD
- 34. SOLAR PANELS WITH ROAD
- 35. SOLAR PANELS WITH ROAD
- 36. SOLAR PANELS WITH ROAD
- 37. SOLAR PANELS WITH ROAD
- 38. SOLAR PANELS WITH ROAD
- 39. SOLAR PANELS WITH ROAD
- 40. SOLAR PANELS WITH ROAD
- 41. SOLAR PANELS WITH ROAD
- 42. SOLAR PANELS WITH ROAD
- 43. SOLAR PANELS WITH ROAD
- 44. SOLAR PANELS WITH ROAD
- 45. SOLAR PANELS WITH ROAD
- 46. SOLAR PANELS WITH ROAD
- 47. SOLAR PANELS WITH ROAD
- 48. SOLAR PANELS WITH ROAD
- 49. SOLAR PANELS WITH ROAD
- 50. SOLAR PANELS WITH ROAD
- 51. SOLAR PANELS WITH ROAD
- 52. SOLAR PANELS WITH ROAD
- 53. SOLAR PANELS WITH ROAD
- 54. SOLAR PANELS WITH ROAD
- 55. SOLAR PANELS WITH ROAD
- 56. SOLAR PANELS WITH ROAD
- 57. SOLAR PANELS WITH ROAD
- 58. SOLAR PANELS WITH ROAD
- 59. SOLAR PANELS WITH ROAD
- 60. SOLAR PANELS WITH ROAD
- 61. SOLAR PANELS WITH ROAD
- 62. SOLAR PANELS WITH ROAD
- 63. SOLAR PANELS WITH ROAD
- 64. SOLAR PANELS WITH ROAD
- 65. SOLAR PANELS WITH ROAD
- 66. SOLAR PANELS WITH ROAD
- 67. SOLAR PANELS WITH ROAD
- 68. SOLAR PANELS WITH ROAD
- 69. SOLAR PANELS WITH ROAD
- 70. SOLAR PANELS WITH ROAD
- 71. SOLAR PANELS WITH ROAD
- 72. SOLAR PANELS WITH ROAD
- 73. SOLAR PANELS WITH ROAD
- 74. SOLAR PANELS WITH ROAD
- 75. SOLAR PANELS WITH ROAD
- 76. SOLAR PANELS WITH ROAD
- 77. SOLAR PANELS WITH ROAD
- 78. SOLAR PANELS WITH ROAD
- 79. SOLAR PANELS WITH ROAD
- 80. SOLAR PANELS WITH ROAD
- 81. SOLAR PANELS WITH ROAD
- 82. SOLAR PANELS WITH ROAD
- 83. SOLAR PANELS WITH ROAD
- 84. SOLAR PANELS WITH ROAD
- 85. SOLAR PANELS WITH ROAD
- 86. SOLAR PANELS WITH ROAD
- 87. SOLAR PANELS WITH ROAD
- 88. SOLAR PANELS WITH ROAD
- 89. SOLAR PANELS WITH ROAD
- 90. SOLAR PANELS WITH ROAD
- 91. SOLAR PANELS WITH ROAD
- 92. SOLAR PANELS WITH ROAD
- 93. SOLAR PANELS WITH ROAD
- 94. SOLAR PANELS WITH ROAD
- 95. SOLAR PANELS WITH ROAD
- 96. SOLAR PANELS WITH ROAD
- 97. SOLAR PANELS WITH ROAD
- 98. SOLAR PANELS WITH ROAD
- 99. SOLAR PANELS WITH ROAD
- 100. SOLAR PANELS WITH ROAD



MATCHLINE SHEET 4
 MATCHLINE SHEET 3



- LEGEND:
- PROPOSED ACCESS ROAD
 - EXISTING ACCESS ROAD
 - EASEMENT
 - UTILITY LINE
 - STONEWALL
 - BOUNDARY LINE
 - 40' PROPERTY LINE SETBACK
 - 100' PROPERTY LINE SETBACK
 - BOUNDARY LINE
 - MATCHLINE

MATCHLINE SHEET 5

MATCHLINE SHEET 3

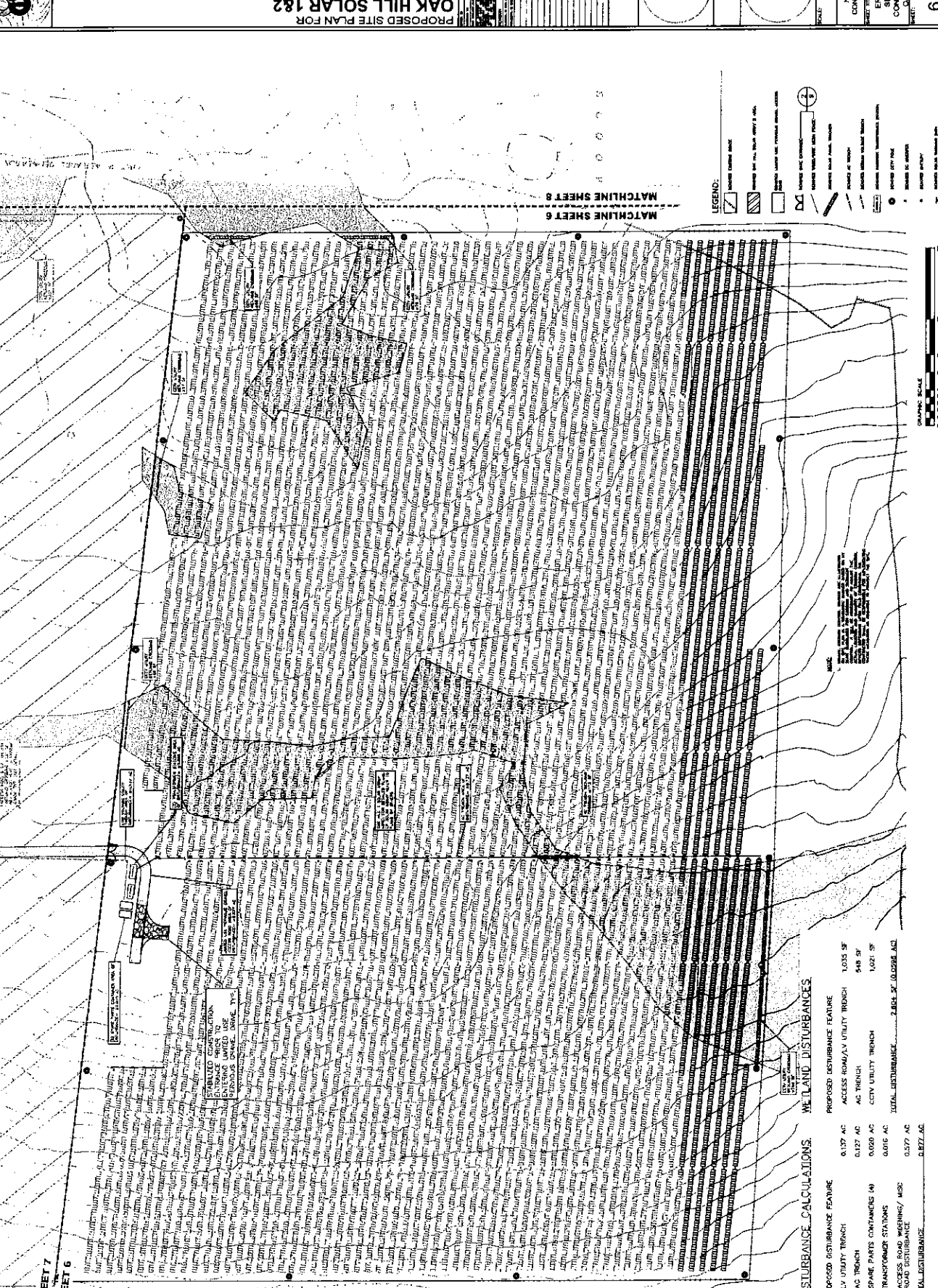
MATCHLINE SHEET 6

MATCHLINE SHEET 4

NOTICE TO ORDER CONTRACTORS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TOWN OF DUMESBLES AND BOHEMIA COUNTY, NEW YORK, PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SITE TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AND AS-BUILT DRAWINGS UPON COMPLETION OF THE PROJECT.

NOTICE TO ORDER CONTRACTORS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TOWN OF DUMESBLES AND BOHEMIA COUNTY, NEW YORK, PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SITE TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AND AS-BUILT DRAWINGS UPON COMPLETION OF THE PROJECT.

NOTICE TO ORDER CONTRACTORS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TOWN OF DUMESBLES AND BOHEMIA COUNTY, NEW YORK, PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SITE TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS AND AS-BUILT DRAWINGS UPON COMPLETION OF THE PROJECT.



DISTURBANCE CALCULATIONS

PROPOSED DISTURBANCE FEATURE	0.137 AC	ACCESS ROAD/AV UTILITY TRENCH	1,035 SF
LV UTILITY TRENCH	0.137 AC	AC TRINCH	548 SF
AC TRINCH	0.029 AC	CCOV UTILITY TRENCH	1,021 SF
SPARE PARTS CONTAINERS (4)	0.016 AC	TOTAL DISTURBANCE	2,654 SF (0.0898 AC)
TRANSFORMER STATIONS	0.177 AC		
ACCESS ROAD IMPROVING/ WISD			
ROAD DISTURBANCE	0.877 AC		

WETLAND DISTURBANCES

PROPOSED DISTURBANCE FEATURE	1,035 SF
ACCESS ROAD/AV UTILITY TRENCH	1,035 SF
AC TRINCH	548 SF
CCOV UTILITY TRENCH	1,021 SF
TOTAL DISTURBANCE	2,654 SF (0.0898 AC)

- LEGEND:**
- PROPOSED ACCESS ROAD
 - PROPOSED PV PANEL ARRAY 1 AC
 - PROPOSED PV PANEL ARRAY 2 AC
 - PROPOSED PV PANEL ARRAY 3 AC
 - PROPOSED PV PANEL ARRAY 4 AC
 - PROPOSED PV PANEL ARRAY 5 AC
 - PROPOSED PV PANEL ARRAY 6 AC
 - PROPOSED PV PANEL ARRAY 7 AC
 - PROPOSED PV PANEL ARRAY 8 AC
 - PROPOSED PV PANEL ARRAY 9 AC
 - PROPOSED PV PANEL ARRAY 10 AC
 - PROPOSED PV PANEL ARRAY 11 AC
 - PROPOSED PV PANEL ARRAY 12 AC
 - PROPOSED PV PANEL ARRAY 13 AC
 - PROPOSED PV PANEL ARRAY 14 AC
 - PROPOSED PV PANEL ARRAY 15 AC
 - PROPOSED PV PANEL ARRAY 16 AC
 - PROPOSED PV PANEL ARRAY 17 AC
 - PROPOSED PV PANEL ARRAY 18 AC
 - PROPOSED PV PANEL ARRAY 19 AC
 - PROPOSED PV PANEL ARRAY 20 AC
 - PROPOSED PV PANEL ARRAY 21 AC
 - PROPOSED PV PANEL ARRAY 22 AC
 - PROPOSED PV PANEL ARRAY 23 AC
 - PROPOSED PV PANEL ARRAY 24 AC
 - PROPOSED PV PANEL ARRAY 25 AC
 - PROPOSED PV PANEL ARRAY 26 AC
 - PROPOSED PV PANEL ARRAY 27 AC
 - PROPOSED PV PANEL ARRAY 28 AC
 - PROPOSED PV PANEL ARRAY 29 AC
 - PROPOSED PV PANEL ARRAY 30 AC
 - PROPOSED PV PANEL ARRAY 31 AC
 - PROPOSED PV PANEL ARRAY 32 AC
 - PROPOSED PV PANEL ARRAY 33 AC
 - PROPOSED PV PANEL ARRAY 34 AC
 - PROPOSED PV PANEL ARRAY 35 AC
 - PROPOSED PV PANEL ARRAY 36 AC
 - PROPOSED PV PANEL ARRAY 37 AC
 - PROPOSED PV PANEL ARRAY 38 AC
 - PROPOSED PV PANEL ARRAY 39 AC
 - PROPOSED PV PANEL ARRAY 40 AC
 - PROPOSED PV PANEL ARRAY 41 AC
 - PROPOSED PV PANEL ARRAY 42 AC
 - PROPOSED PV PANEL ARRAY 43 AC
 - PROPOSED PV PANEL ARRAY 44 AC
 - PROPOSED PV PANEL ARRAY 45 AC
 - PROPOSED PV PANEL ARRAY 46 AC
 - PROPOSED PV PANEL ARRAY 47 AC
 - PROPOSED PV PANEL ARRAY 48 AC
 - PROPOSED PV PANEL ARRAY 49 AC
 - PROPOSED PV PANEL ARRAY 50 AC
 - PROPOSED PV PANEL ARRAY 51 AC
 - PROPOSED PV PANEL ARRAY 52 AC
 - PROPOSED PV PANEL ARRAY 53 AC
 - PROPOSED PV PANEL ARRAY 54 AC
 - PROPOSED PV PANEL ARRAY 55 AC
 - PROPOSED PV PANEL ARRAY 56 AC
 - PROPOSED PV PANEL ARRAY 57 AC
 - PROPOSED PV PANEL ARRAY 58 AC
 - PROPOSED PV PANEL ARRAY 59 AC
 - PROPOSED PV PANEL ARRAY 60 AC
 - PROPOSED PV PANEL ARRAY 61 AC
 - PROPOSED PV PANEL ARRAY 62 AC
 - PROPOSED PV PANEL ARRAY 63 AC
 - PROPOSED PV PANEL ARRAY 64 AC
 - PROPOSED PV PANEL ARRAY 65 AC
 - PROPOSED PV PANEL ARRAY 66 AC
 - PROPOSED PV PANEL ARRAY 67 AC
 - PROPOSED PV PANEL ARRAY 68 AC
 - PROPOSED PV PANEL ARRAY 69 AC
 - PROPOSED PV PANEL ARRAY 70 AC
 - PROPOSED PV PANEL ARRAY 71 AC
 - PROPOSED PV PANEL ARRAY 72 AC
 - PROPOSED PV PANEL ARRAY 73 AC
 - PROPOSED PV PANEL ARRAY 74 AC
 - PROPOSED PV PANEL ARRAY 75 AC
 - PROPOSED PV PANEL ARRAY 76 AC
 - PROPOSED PV PANEL ARRAY 77 AC
 - PROPOSED PV PANEL ARRAY 78 AC
 - PROPOSED PV PANEL ARRAY 79 AC
 - PROPOSED PV PANEL ARRAY 80 AC
 - PROPOSED PV PANEL ARRAY 81 AC
 - PROPOSED PV PANEL ARRAY 82 AC
 - PROPOSED PV PANEL ARRAY 83 AC
 - PROPOSED PV PANEL ARRAY 84 AC
 - PROPOSED PV PANEL ARRAY 85 AC
 - PROPOSED PV PANEL ARRAY 86 AC
 - PROPOSED PV PANEL ARRAY 87 AC
 - PROPOSED PV PANEL ARRAY 88 AC
 - PROPOSED PV PANEL ARRAY 89 AC
 - PROPOSED PV PANEL ARRAY 90 AC
 - PROPOSED PV PANEL ARRAY 91 AC
 - PROPOSED PV PANEL ARRAY 92 AC
 - PROPOSED PV PANEL ARRAY 93 AC
 - PROPOSED PV PANEL ARRAY 94 AC
 - PROPOSED PV PANEL ARRAY 95 AC
 - PROPOSED PV PANEL ARRAY 96 AC
 - PROPOSED PV PANEL ARRAY 97 AC
 - PROPOSED PV PANEL ARRAY 98 AC
 - PROPOSED PV PANEL ARRAY 99 AC
 - PROPOSED PV PANEL ARRAY 100 AC

GRAPHIC SCALE
0 10 20 30 40 50
1"=50'

MATCHLINE SHEET 6
MATCHLINE SHEET 7
MATCHLINE SHEET 8

83°12'50"E



ENVIRONMENTAL DESIGN PARTNERSHIP, LLP
 TAX MAP NO. 2400-04
 FEBRUARY 8, 2019

1966 D'AVENANT ROAD
 TOWN OF PLAINFIELD
 SHERBROOKE COUNTY, NEW YORK
 APPLICANT: OAK HILL SOLAR 1, LLC / OAK HILL SOLAR 2, LLC
OAK HILL SOLAR 1&2
 PROPOSED SITE PLAN FOR

SCALE 1"=50'
 NOT FOR CONSTRUCTION
 SHEET NO. 7
 CONTROL PLAN
 OAK HILL 2
 NET

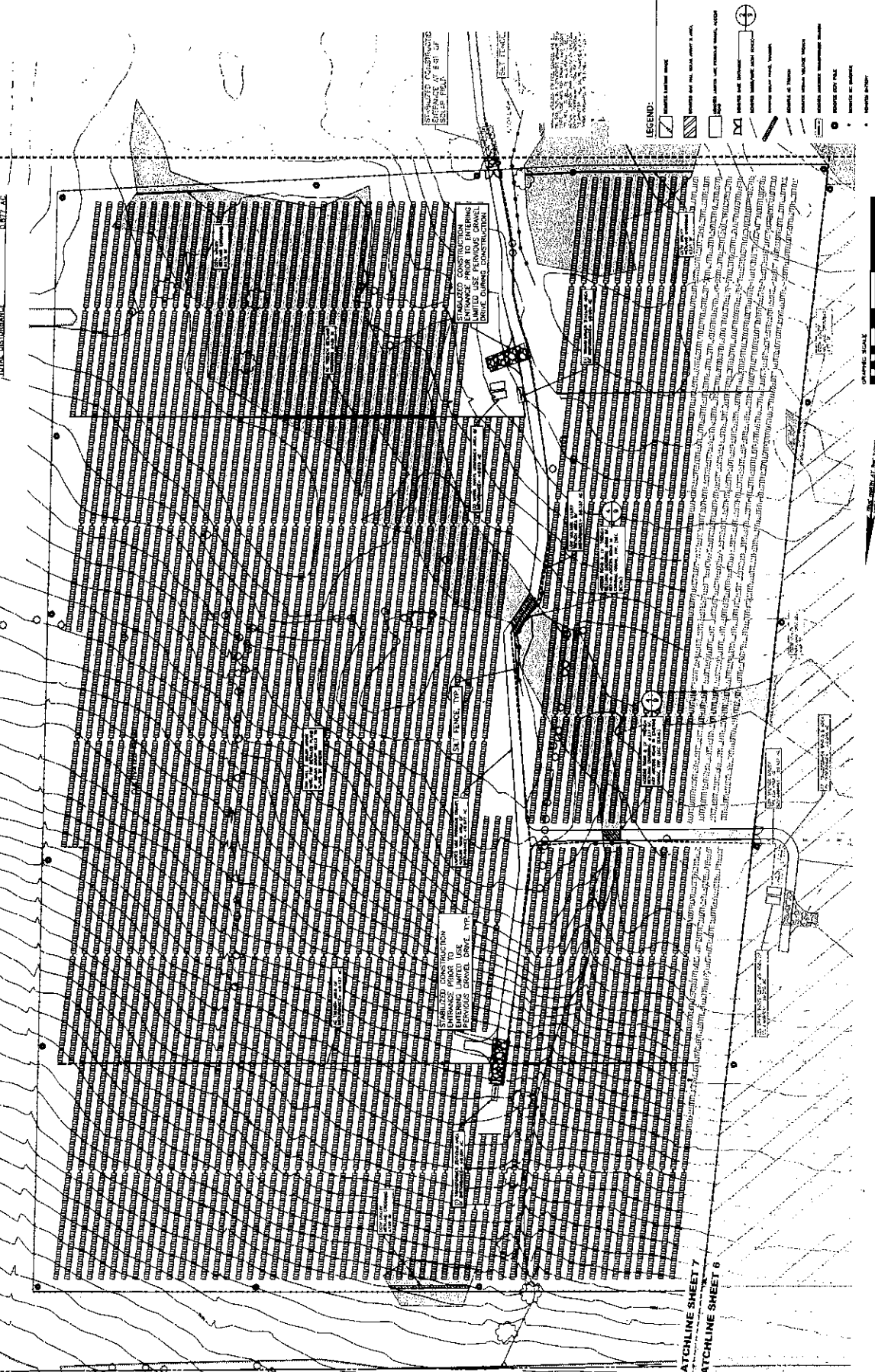
7 of 11

HETLAND DISTURBANCES

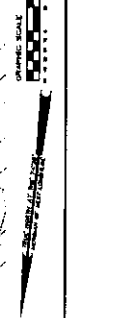
PROPOSED DISTURBANCE FEATURE			
ACCESS ROAD/AV UTILITY TRENCH	1,035 SF	0.137 AC	
AC TRENCH	248 SF	0.127 AC	
CITY UTILITY TRENCH	1,021 SF	0.020 AC	
TOTAL DISTURBANCE	2,304 SF (0.106 AC)	0.085 AC	

DISTURBANCE CALCULATIONS

PROPOSED DISTURBANCE FEATURE		
UV UTILITY TRENCH	0.137 AC	
AC TRENCH	0.127 AC	
SPARE PANS CONTAINERS (4)	0.020 AC	
TRANSFORMER STATIONS	0.018 AC	
ACCESS ROAD W/RENCH/ WSC	0.577 AC	
ROAD DISTURBANCE	0.077 AC	
TOTAL DISTURBANCE	0.877 AC	



- LEGEND:**
- [Symbol] STONEWALL
 - [Symbol] WOODS
 - [Symbol] EXISTING UTILITY TRENCH
 - [Symbol] PROPOSED UTILITY TRENCH
 - [Symbol] PROPOSED SOLAR PANELS
 - [Symbol] PROPOSED ACCESS ROAD
 - [Symbol] PROPOSED TRANSFORMER STATION
 - [Symbol] PROPOSED ELECTRICAL SERVICE
 - [Symbol] PROPOSED EROSION CONTROL



MATCHLINE SHEET 7
 MATCHLINE SHEET 8

MATCHLINE SHEET 7
 MATCHLINE SHEET 8



ENVIRONMENTAL DESIGN PARTNERS, LLC
 727 W. 14th St., Suite 200
 New York, NY 10011
 TEL: 212.251.2200
 WWW.EDPARTNERS.COM

PROPOSED SITE PLAN FOR
 OAK HILL SOLAR 1&2
 APPLICANT: OAK HILL SOLAR 1, LLC/OAK HILL SOLAR 2, LLC

17000 DUNELBERG ROAD
 TOWN OF DUNELBERG
 SOCHENECTADY COUNTY, NEW YORK

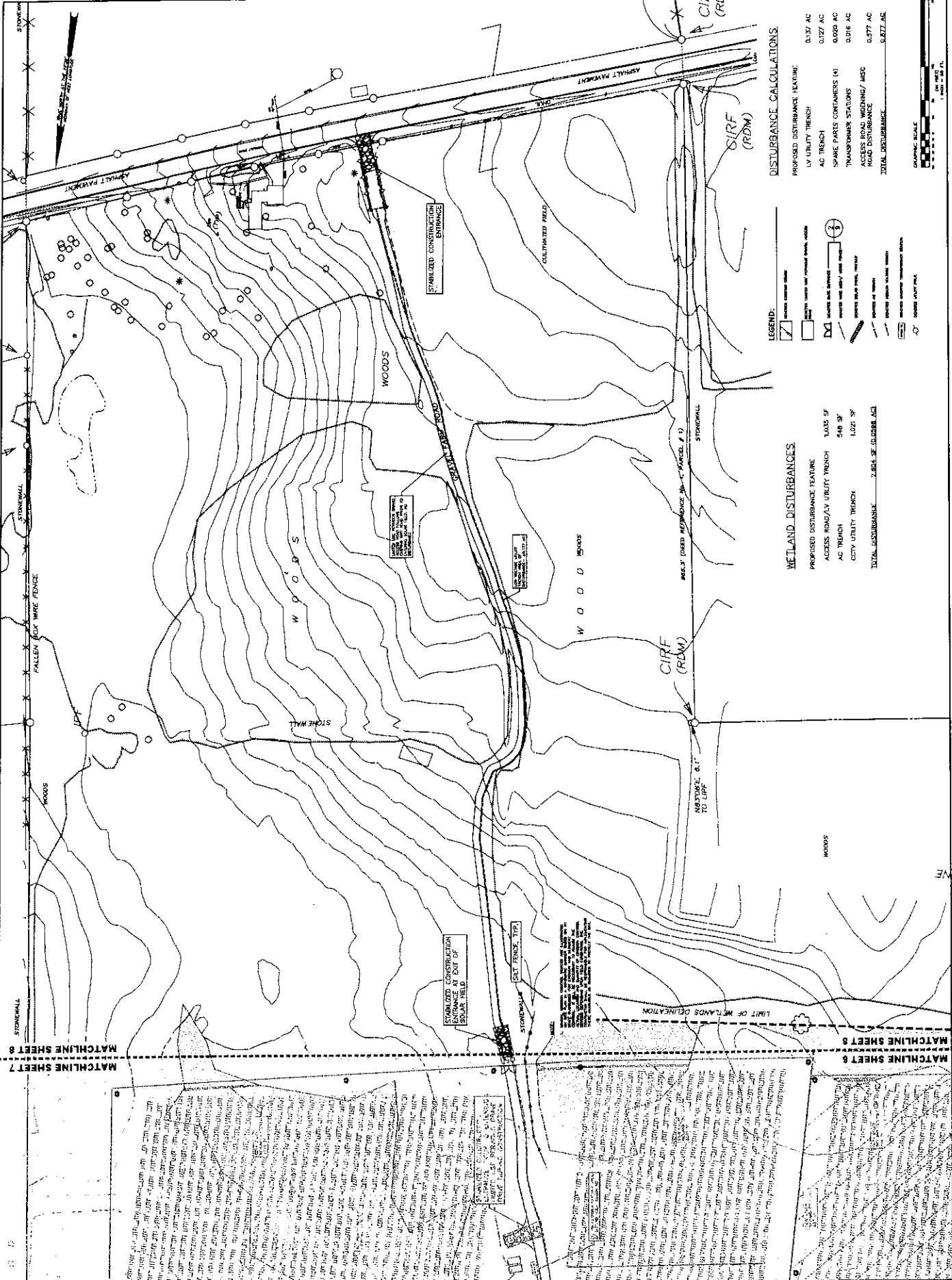
FEBRUARY 8, 2018

SCALE: 1"=60'

NOT FOR CONSTRUCTION
 THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD.
 ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

CONTROL PLAN
 ACCESS ROAD

8 of 11
 SHEET



DISTURBANCE CALCULATIONS

PROPOSED DISTURBANCE FEATURE:	AC
LY UTILITY TRENCH	0.137 AC
AC TRENCH	0.127 AC
SPACE PARTS CONTAINERS (4)	0.029 AC
TRANSFORMER STATIONS	0.016 AC
ACCESS ROAD, ASPHALT/ MSC	0.377 AC
SEDIMENT CONTROL PLAN	0.877 AC
TOTAL DISTURBANCE	1.564 AC (0.588 AC)

WETLAND DISTURBANCES

ACCESS ROAD/AV UTILITY TRENCH	1.035 SF
AC TRENCH	548 SF
CITY UTILITY TRENCH	1,021 SF
TOTAL DISTURBANCE	2,604 SF (0.588 AC)

- LEGEND:**
- STABILIZED CONSTRUCTION ENTRANCE
 - STABILIZED CONSTRUCTION EXIT
 - ACCESS ROAD/AV UTILITY TRENCH
 - AC TRENCH
 - CITY UTILITY TRENCH
 - SPACE PARTS CONTAINERS
 - TRANSFORMER STATIONS
 - ACCESS ROAD, ASPHALT/ MSC
 - SEDIMENT CONTROL PLAN
 - ACCESS ROAD

GRAPHIC SCALE
 1" = 60'
 0 10 20 30 40 50 60 70 80 90 100 FT.

MATCHLINE SHEET 7

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

MATCHLINE SHEET 8

SCHEDULE B



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

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

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

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

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

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

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

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

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7621 (F) 518.371.9540 edpllp.com

TOGETHER WITH A 50-FOOT WIDE UTILITY & MAINTENACE, INGRESS/ EGRESS AND REGRESS, BASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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

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

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

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

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

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

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065
(P) 518.371.7621 (F) 518.371.9540 edplp.com

7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;

8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

December 5, 2019

Prepared By: Timothy J. McAlonen, PLS/ZMB



Oak Hill 1 Lease Parcel Description.dox



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

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

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

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

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

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

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

- 1) North 83 deg. 12 min. 50 sec. East, 908.00 feet to a point;
- 2) South 05 deg. 58 min. 10 sec. East, 1,476.00 feet to a point;
- 3) South 83 deg. 43 min. 10 sec. West, 724.00 feet to a point;
- 4) South 83 deg. 12 min. 50 sec. West, 343.00 feet to the point or place of beginning of said *lease parcel* and containing 33.891± acres of land.

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7621 (F) 518.371.9540 edpllp.com

TOGETHER WITH AND SUBJECT TO A 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/EGRESS AND REGRESS EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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

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

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

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

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

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

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7621 (F) 518.371.9540 edp LLP.com

7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;

8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

December 5, 2019

Prepared By: Timothy J. McAlonen, PLS/ZMB



Oak Hill 2 Lease Parcel Description.docx

SCHEDULE C

Phillip Sexton, Planning Board Chair
Dale Warner, Town Planner
Melissa Deffer, Clerk
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG
SCHENECTADY COUNTY

Jeffrey Schmitt, Vice Chairperson
Elizabeth Novak, Board Member
Martin Williams, Board Member
Thomas Rulison, Board Member
Michael Harris, Board Member
Joshua Houghton, Board Member

Town of Duanesburg
Planning Board Minutes
October 17th, 2019
Final Copy

MEMBERS PRESENT: Phillip Sexton Chairman, Jeffery Schmitt Vice Chairman, Elizabeth Novak, Martin Williams, Thomas Rulison and Michael Harris. Also, in attending Dale Warner Town Planner, and Melissa Deffer Clerk.

INTRODUCTION: Chairman Phillip Sexton opened the meeting at 7:00pm. Phillip welcomed everyone to tonight's Planning Board meeting.

PLEDGE OF ALLEGIANCE:

OPEN FORUM: Chairman Sexton opened the forum at 7:01

Bruce O'Day of 5394 Western Turnpike wanted to state on the record that he is supporting the Andrew Lucks application.

Lynn Bruning located at 13388 Duanesburg Rd wanted to know what the status of the Comprehensive Plan?
Chairmen Sexton explained to Lynn that they have been working on the Plan for just over a year now and how in the near future he will be asking the public for comments.

Harris/Rulison made the motion to close the open forum at 7:07.
Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes, Sexton yes. **Approved.**

SKETCH PLAN REVIEW:

PUBLIC HEARINGS:

#19-13 Lucks Andrew: SBL#66.00-3-4.1, (H) located at 5456 Western Turnpike is seeking a Special Use Permit for a retail business under the Town of Duanesburg Zoning Ordinance

Town Hall • 5853 Western Turnpike • Duanesburg, NY 12056 • (518) 895-8920

Over →

adopted 6/11/15 under section 9.4.(15). Andrew Lucks gave his presentation to the board. Andrew is looking to relocate his business Outlander Survival from 6721 Duanesburg Rd to 5456 Western Turnpike. They will be in the same zone as they are in now. Andrew explained to the public how he will upgrade the building with security Systems and bars on all doors and windows (as a smash and grab is one of their main concerns), fix the parking lot and eventually reface the building. All lights on the building will be down cast with some solar lights around the driveway. Andrew is leasing for now from Bruce O'Day who will be going to have the property subdivided. Once the property is subdivided Andrew will be purchasing.

Cheryl Schrade 1619 Eaton Corners Rd asked Andrew if they will be test firing guns on the property. Andrew explained to Mrs. Schrade that with his business they do not test fire any weapons.

Harris/Rulison made a motion to close the Public Hearing for the **#19-13 Lucks Andrew** application at 7:09.

Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes, Sexton yes. **Approved.**

Novak/Sexton made a motion to approve the **#19-13 Lucks Andrew** application for a Special Use Permit for a retail business under the Town of Duanesburg Zoning Ordinance adopted 6/11/15 under section 9.4.(15) contingent on down cast lighting.

Novak yes, Sexton yes, Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes. **Approved.**

New Business:

#19-14 Perog. Steven and Cheryl: SBL#43.00-2-28, (R-2) located at 21 Lea Drive is seeking a Special Use Permit for a two family dwelling adding a single apartment over an existing garage under the Town of Duanesburg Zoning Ordinance adopted 6/11/15 under section 15.4(I); section 8.4(8); section 13.2.1; section 3.5.60. Steven gave some of his presentation to the board. Due to not enough information the board decided to table it until the November 21st meeting.

Sexton/Harris made a motion to table the **#19-14 Perog. Steven and Cheryl** application to the November 21st meeting.

Sexton yes, Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes. **Approved.**

Old Business:

None

Sketch Plan Review:

#19-15 O'Neil. Paul/O'Neil. Gerald: SBL#43.00-1-14.31, (R-2) located at 327 Hardin Road is seeking a minor subdivision under section 3.4 of the Town of Duanesburg Subdivision Ordinance. They would like to divide an existing lot of 34.30 acres into two portions lot #1 located on Hardin Road is 6.82 (+-) lot #2 located on State Highway 30 is 27.475 acres. Shannon O'Neil gave her presentation on behalf of her father Paul O'Neil.

Sexton/Williams made a motion to exempt the minor subdivision application from further planning Board review and refer to the Code Enforcement Officer to complete administratively as the proposed action neither creates nor increases any significant planning issues with respect to the existing or potential future use of any involved parcels. Sexton yes, Williams yes, Rulison yes, Harris yes, Schmitt yes, Novak yes. **Approved.**

OTHER:

#19-12 Murray, Richard/Eden Renewables: SBL# 74.00-2-5, (R-2) located 1206 Oak Hill Rd Under Local Law # 1-2016 of the Town of Duanesburg Zoning Ordinance Resolution revision.

Sexton/Rulison made a motion to amend the resolution approving the project to show the correct amount of lot coverage as shown on the site plans which were approved for the solar project for the **#19-12 Murray, Richard/Eden Renewables** application. Bullet 3B will now show that Lot 1 contains 70.378 acres with 32.8 acres of coverage which is 46 percent and that Lot 2 contains 70.353 acres with 33.0 acres of coverage which is 47 percent.

Sexton yes, Rulison yes, Williams yes, Novak yes, Schmitt yes, Harris yes. **Approved.**

MINUTES APPROVAL:

Novak/Harris made the motion to approve the September 19th, 2019 Planning Board minutes with minor corrections.

Novak yes, Harris yes, Sexton yes, Schmitt yes, Williams yes, Rulison yes. **APPROVED.**

Sexton/Harris made a motion to go into **executive session to discuss the enforcement action with the CEO associated with #19-14 Perog, Steven and Cheryl** application.

Sexton yes, Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes. **Approved.**

Sexton/Harris made a motion to come out of **executive session.**

Sexton yes, Harris yes, Rulison yes, Schmitt yes, Williams yes, Novak yes. **Approved. NO ACTION WAS TAKEN BY THE BOARD DURING OR AFTER the EXECUTIVE Session.**

ADJOURNMENT:

Harris/Novak made the motion to adjourn at 7:50pm.

Harris yes, Novak yes, Schmitt yes, Sexton yes, Rulison yes, Houghton yes, Williams yes. **APPROVED.**

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

Date: September 19, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. The Project avoids and/or minimizes impacts on plants and animals, due to the very limited vegetative clearing that will result from the Project, once construction is complete vegetation will cover the ground under the panels and the property will continue to be used for limited agricultural purposes, such as sheep grazing and bee keeping;
 - d. The Project will not create any impacts to historical or cultural resources as shown in the Letter of No Effect from the New York State Office of Parks, Recreation, and Historic Preservation dated June 4, 2019;
 - e. The Project will minimize any visual impacts due to the existing topography, the retention of existing vegetation as shown on the final site plans and will not create any impacts from glare as demonstrated by the Applicant;
 - f. The Planning Board hereby requires that the Project provide evergreen landscaping plan showing the establishment of a substantial evergreen buffer on the Applicant's property within 10 feet of the property boundary currently containing houses within approximately 600 feet of the project site boundary for a length of approximately 1600 feet at the back of the parcel with 2 staggered rows of trees planted 20 feet on center with the trees having the height at the time of planting of 6 to 7 feet and with the trees being species spruce and fir evergreens. The applicant shall also provide a maintenance and replacement agreement for the evergreen buffer to be planted;
 - g. The Project does not impact any Critical Environmental Areas and is not located in a flood zone;
 - h. The Project will have a positive economic benefit as it will result in revenue to the Town pursuant to a Payment-In-Lieu-Of-Taxes ("PILOT") Agreement and it will result in jobs during the construction and operation of the facility;
 - i. The Project will provide renewable energy in the production of electricity and will contribute to the State's goal of replacing fossil fuel generated electricity with renewable sources of electricity;
 - j. The Project will also not change the community character as it has been sited to not be visible to the maximum extent possible to surrounding homes and roadways, and an evergreen landscaped buffer will be created on the property containing the project as set forth above;
 - k. The Project is also a use of land that will be discontinued in the future and as such a decommissioning plan is in place to return the property to its current condition; and
 - l. The Applicant has indicated that it intends to continue to have the property in agricultural uses, such as sheep grazing and beekeeping, which also makes it consistent with the community which contains agricultural uses.
3. That Planning Board's findings set forth below demonstrate the proposed construction of the Project, a Solar Energy System (Major), at the Property satisfies the requirements of the Town of Duanesburg Solar Law:
- a. The Project is in the R-2 Zoning District and as such is a permitted use subject to Special Use Permit and Site Plan approval by the Planning Board;
 - b. The projects are located on parcels in excess of 97.24 and 87.18 acres and when constructed will have a lot coverage of 45.71 and 45.63 acres, respectively, thereby satisfying the lot coverage limitation of 60%;
 - c. The Project provides the required 100' setback between its components and the boundary of the Property, provides the required minimum of 25' buffer of vegetation to screen views of the Project and, in fact, that the Project exceeds this standard to address the concerns of adjoining property owners;
 - d. A fence meeting or exceeding the applicable requirements of the Zoning Law has been proposed;
 - e. The Project preserves existing on site vegetation to the maximum extent practicable and does not propose to clear cut all trees in a single contiguous area exceeding 20,000 square feet on the property;
 - f. The Town of Duanesburg Planning Board reviewed the plans showing brush hogging and tree clearing that had been undertaken by the property owner and determined such tree clearing did not exceed the above requirement;

- g. The SEQRA regulations require that a project sponsor may not commence any physical alteration related to an action until the provisions of SEQR have been complied with and the Planning Board specifically finds that the property owner brush hogging the property and taking down some limited trees for agriculture and silviculture purposes was consistent with the past uses of the property and not directly related to the development of the solar farm;
- h. The Project is not located within an active farm field but is vacant hay field periodically cut by the property owner and historically used for more intensive agricultural purposes;
- i. Native grasses and vegetation will be maintained below the arrays;
- j. The site plans demonstrate that the Project:
 - i. Provides through its siting and through the implementation of an evergreen landscaping plan to be approved by the Town of Duaneburg, a project design that minimize visual impacts from public roads and existing residential dwellings on contiguous parcels to the satisfaction of the Planning Board;
 - ii. layout ensures that the solar panels will not reflect solar radiation or glare onto adjacent buildings, properties and roadways and that the solar panels include a non-glare coating and are designed to absorb the maximum amount of solar rays such that the panels will not misdirect or reflect solar rays onto neighboring properties or public roads in excess of that which already exists;
 - iii. existing vegetation on the site is preserved to the maximum extent practicable;
 - iv. all transmission/interconnection lines on the Property shall be underground and within necessary easements and in compliance with applicable electrical and town codes excepting aboveground lines as required by National Grid;
 - v. no artificial lighting is proposed;
 - vi. that any signage will be in accordance with applicable town requirements and the manufacturers and/or installers identification and appropriate warning signage shall be posted;
 - vii. the average height of the solar panels are 8' feet above grade – below the 20' height limitation;
 - viii. all disturbed areas shall be restored in accordance with the zoning law's requirements.

- 4. That the decommissioning plan is approved and the Planning Board requires that financial security be provided at least 30 days prior to the commencement of construction to the Town Clerk by the Applicant in the form of a bond or letter of credit in the amount \$422,762.00 (\$211,381.00 per project) with the form of financial security acceptable to the Town's attorney, with such funds to be used for decommissioning of the Project in the event that the Project is not decommissioned by the Project owner or the landowner; and
- 5. That this project approval is conditioned upon the Applicant obtaining any other State or federal approvals required for the project including but not limited to any such permits required by the NYSDEC, the USACOE and the NYSDOT; and
- 6. That this resolution and negative declaration shall be filed in the office of the Town Clerk and shall take effect immediately and that the notice of negative declaration be published in the ENB, that the negative declaration be provided to all involved agencies and that it be filed as required by SEQRA.

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

Michael Harris
Joshua Houghton



SCHEDULE D

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



ORIGINAL

ENTERED ON 8/5/19
BY: DW 3:35

CONTENTS:

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

APPENDICES:

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



ORIGINAL

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

1. INTRODUCTION

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

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

2. DECOMMISSIONING ACTIVITIES

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

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

3. COST OF DECOMMISSIONING

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

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

4. ESTABLISHMENT OF DECOMMISSIONING FUND

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

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

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

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

5. DEMOLITION INSTRUCTIONS

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

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



ORIGINAL

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

b. PV Module Removal

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

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

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

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

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

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

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

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

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

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

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

<https://silrec.com/>

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

c. Electric Wire Removal

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

d. Racking and Fencing removal

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

e. Concrete Slab Removal

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

f. Access Road

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

g. Site Restoration Process

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

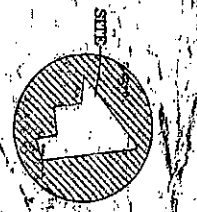
If the subsequent use for the Project site will involve agriculture, a deep till of the project site will be undertaken. The affected areas will be inspected, thoroughly cleaned, and all construction-related debris removed. Disturbed areas will be reseeded to promote the re-vegetation of the area unless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



ORIGINAL

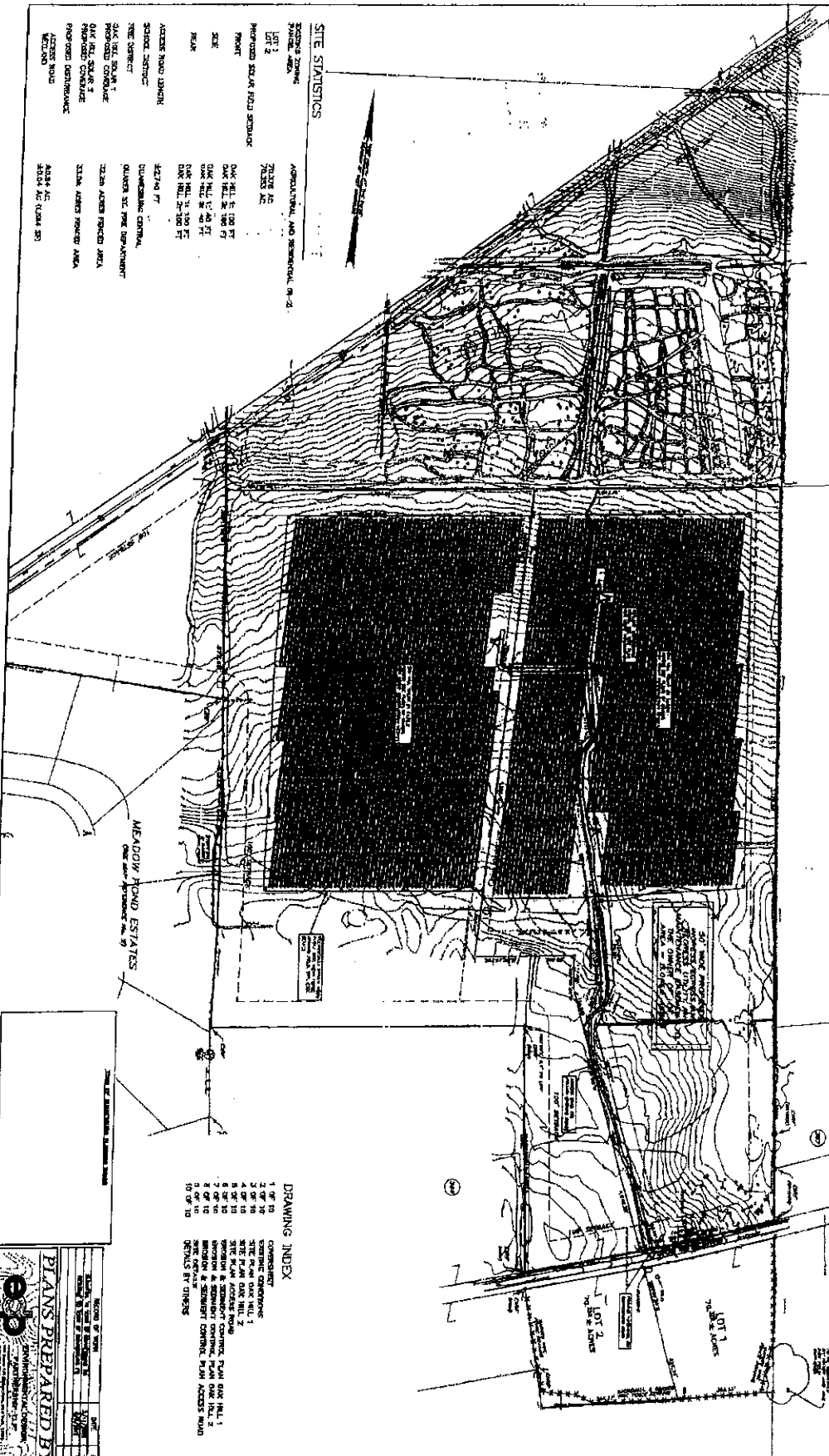
Appendix 1
Site Location Plan

ENTERED ON: 9/5/19
BY: DW 3:55



SITE LOCATION MAP
SCALE 1" = 200'

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



SITE STATISTICS

SCHEDULING ZONING		AGRICULTURAL AND RECREATIONAL, R-20	
PROPERTY ADDRESS		75250 AC	
LOT 2	75250 AC	LOT 1	75250 AC
PROPOSED SOLAR PANEL STRUCTURE			
FRONT	OAK HILL 1 500 FT	OAK HILL 2 500 FT	OAK HILL 3 500 FT
SIDE	OAK HILL 4 500 FT	OAK HILL 5 500 FT	OAK HILL 6 500 FT
REAR	OAK HILL 7 500 FT	OAK HILL 8 500 FT	OAK HILL 9 500 FT
ACCESS ROAD WIDTH			
ACCESS ROAD 1	30 FT	ACCESS ROAD 2	30 FT
ACCESS ROAD 3	30 FT	ACCESS ROAD 4	30 FT
ACCESS ROAD 5	30 FT	ACCESS ROAD 6	30 FT
ACCESS ROAD 7	30 FT	ACCESS ROAD 8	30 FT
ACCESS ROAD 9	30 FT	ACCESS ROAD 10	30 FT
ACCESS ROAD 11	30 FT	ACCESS ROAD 12	30 FT
ACCESS ROAD 13	30 FT	ACCESS ROAD 14	30 FT
ACCESS ROAD 15	30 FT	ACCESS ROAD 16	30 FT
ACCESS ROAD 17	30 FT	ACCESS ROAD 18	30 FT
ACCESS ROAD 19	30 FT	ACCESS ROAD 20	30 FT
ACCESS ROAD 21	30 FT	ACCESS ROAD 22	30 FT
ACCESS ROAD 23	30 FT	ACCESS ROAD 24	30 FT
ACCESS ROAD 25	30 FT	ACCESS ROAD 26	30 FT
ACCESS ROAD 27	30 FT	ACCESS ROAD 28	30 FT
ACCESS ROAD 29	30 FT	ACCESS ROAD 30	30 FT

DRAWING INDEX

NO.	DESCRIPTION
1	CONSENT
2	CONSENT
3	CONSENT
4	CONSENT
5	CONSENT
6	CONSENT
7	CONSENT
8	CONSENT
9	CONSENT
10	CONSENT
11	CONSENT
12	CONSENT
13	CONSENT
14	CONSENT
15	CONSENT
16	CONSENT
17	CONSENT
18	CONSENT
19	CONSENT
20	CONSENT
21	CONSENT
22	CONSENT
23	CONSENT
24	CONSENT
25	CONSENT
26	CONSENT
27	CONSENT
28	CONSENT
29	CONSENT
30	CONSENT
31	CONSENT
32	CONSENT
33	CONSENT
34	CONSENT
35	CONSENT
36	CONSENT
37	CONSENT
38	CONSENT
39	CONSENT
40	CONSENT

PLANS PREPARED BY

 ENGINEERING FIRM
 1234567890
 1234567890
 1234567890
 1234567890
 1234567890

1 of 10

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

TAX MAP No. 71-00-05
 FEBRUARY 4, 2015





ORIGINAL

Appendix 2
Breakdown of Decommissioning Costs

3/27/19
ENTERED ON 3/16/19

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

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

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

Estimated Decommissioning Cost				
	Type	Quantity	Cost Per Item	Total
Fence Removal with Gate and CCTV	LF	7,618	\$4.50	\$34,281.00
Remove Transformers & Concrete Pads	Each	2	\$5,000.00	\$10,000.00
Remove Major Switch Gear & Concrete Pad	Each	1	\$5,000.00	\$5,000.00
Remove Modules and Racking	\$/MWac	5	\$9,000.00	\$45,000.00
Removal of Posts	Each	1,975	\$20.00	\$39,500.00
Remove & Dispose String Inverters, Storage and DC Converters	Each	60	\$300.00	\$18,000.00
Removal of Underground Wires and Backfill	LF	3,500	\$10.00	\$35,000.00
Site Restoration, Grade and Seed	Acre	10	\$900.00	\$9,000.00
Removal of Gravel Access Road	Cubic Yards	624	\$25.00	\$15,600.00
Current Total:				\$211,381.00
Total after 25 years of Inflation (2.5% Inflation rate)				\$346,372.38
Detailed Salvage Value	Solar Panels	45,455	\$6.60	\$300,003.00
	Racking Steel (lbs)	1,168,100.00	\$0.05	\$58,405.00
	Racking Aluminum (lbs)	1,760,000.00	\$0.15	\$264,000.00
	Project Cabling (lbs)	75,931.00	\$0.73	\$55,429.63
Total Salvage Value				\$677,837.63
Proposed decommissioning fund				\$211,381.00

Appendix 3

NYSERDA Fact Sheet

FACT SHEET

DECOMMISSIONING SOLAR PANEL SYSTEMS



ORIGINAL



NY-Sun

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

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

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

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

Abandonment and decommissioning defined

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

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

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

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

What is a decommissioning plan?

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

What is the estimated cost of decommissioning?

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

Table 1: Sample list of decommissioning tasks and estimated costs

Tasks	Estimated Cost (\$)
Remove Rack Wiring	\$2,450
Remove Panels	\$2,450
Dismantle Racks	\$12,350
Remove Electrical Equipment	\$1,850
Breakup and Remove Concrete Pads or Ballasts	\$1,500
Remove Racks	\$7,800
Remove Cable	\$8,500
Remove Ground Screws and Power Poles	\$13,850
Remove Fence	\$4,950
Grading	\$4,000
Seed Disturbed Areas	\$250
Truck to Recycling Center	\$2,250
Current Total	\$50,200
Total After 20 Years (2.5% Inflation rate)	\$38,800

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



NYSERDA

Appendix 4
IRREVOCABLE STANDBY LETTER OF CREDIT

DATE:

Applicant:

Beneficiary:

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Dear Sir or Madam:

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

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

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

Either:

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



ORIGINAL

ENTERED ON 9/15/19
BY: DW 335

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

Or

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

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

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

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

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

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

This Letter of Credit shall permit multiple partial drawings.

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

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

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

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

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

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

ISSUING BANK

Authorized Signature

ANNEX A



ORIGINAL

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

Date _____

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

Sight Draft

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

[INSERT BENEFICIARY PAYMENT INSTRUCTIONS]

Town of Duanesburg

By:

Name:

Title:

cc:

DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this "Agreement"), dated as of July _____ 2020 (the "Effective Date"), is made by and among the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (referred to as the "Town"), **Oak Hill Solar 2 LLC**, a limited liability company formed under the laws of the State of New York with principal offices at 1550 Wewatta Street, 4th Floor, Denver, CO 80202 (referred to as the "Operator") and Richard Murray, an individual (referred to as the "Landowner"). The Town, the Operator and the Landowner may each be referred to herein as a "Party" and collectively, as the "Parties".

WHEREAS, Operator intends to permit, construct, operate and maintain a solar energy facilities with battery storage with an estimated size of five (5) megawatts of alternating-current (AC) nameplate capacity that will generate electric power (the "Project"), as shown on the Site Plans entitled "Proposed Site Plan for Oak Hill 1 and 2", prepared by Environmental Design Partnership, LLP., last revised September 5, 2019 (hereinafter, the "Site Plans"), copies of which are attached as **Schedule A**, on real property owned by the Landowner and leased to the Operator, and more particularly identified hereto in **Schedule B**, and commonly known as 13686 Duanesburg Road Delanson, NY (Tax Map 74.00-2-5) in the Town of Duanesburg, Schenectady County, New York ("the Properties"); and

WHEREAS, on September 5, 2019, based on the Operator's application, and after duly noticed public hearing(s), the Town, by its Planning Board, granted conditional special use and site plan approval (hereinafter "Approval Resolution") for the Project¹, on condition that, among other things, the applicant submit a final decommissioning plan and decommissioning security and that the applicant provided the Town with access to funds for the Decommissioning (as defined below) of the Project; and

WHEREAS, a copy of said Approval Resolution is attached hereto as **Schedule C**;
and

WHEREAS, the Town has enacted Local Law 1-2016, which provides that Decommissioning must occur pursuant to a decommissioning plan, among other requirements (the "Local Law"); and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the "Decommissioning Plan" for the Oak Hill 2 Solar Project attached hereto as **Schedule D**, as required by the Local Law and the Town Planning Board and to agree upon terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning the Project;

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

¹ The Oak Hill Solar 1 project was also approved at this meeting.

1. Prior to the issuance of a building permit for the Project (the "Start Date"), the Operator shall post a letter of credit or bond, in form and substance reasonably satisfactory to the Town or deposit cash in escrow with the Town (the "Security") in the amount of ~~\$211,381~~ for the benefit of the Town. In the event Operator elects to deposit cash in escrow with the Town as the Security, the Parties shall execute the Decommissioning Escrow Agreement attached hereto as Schedule E. The Parties agree that the Security shall be used solely to pay for any Decommissioning costs of the Project. At least 60 days prior to the end of each successive five (5) -year period after the execution of this Agreement, the Operator shall provide the Town with an updated decommissioning plan setting forth an updated estimate for the Decommissioning of the Project, which updated estimate shall be subject to review and approval by the Town, which approval shall not unreasonably be withheld, conditioned or delayed. Within 30 days after the Town's approval of the updated estimate, the Security shall be changed to reflect the updated estimate approved by the Town for such Decommissioning of the Project. Any such updated and approved decommissioning plan shall be deemed the "Decommissioning Plan" hereunder. For avoidance of doubt, the updated estimate will use the estimated decommissioning cost as a template in the updated decommissioning plan. Operator shall have no further payment obligations in connection with Decommissioning during the operation of the Project provided that Operator complies with posting the Security in accordance with this Agreement. Nonetheless, in the event the actual Decommissioning costs incurred by the Town exceed the amount covered by the Security, Operator or its successor in title to the Project shall be responsible for reimbursing the Town for any and all such excess costs, provided that the Town delivers to the Operator a reasonable written record of such costs.

2. "Decommissioning" as used in this Agreement shall mean the removal of all collectors, mounts and/or associated equipment and facilities that were installed in connection with the Project and the reasonable restoration of the Properties to either of the following, at the Operator's option ("Decommissioning"): (i) the condition the Properties was in prior to the development, construction and operation of the Project, including restoration, regrading, and reseeded, or (ii) the condition designed by a subsequent Operator or developer as agreed upon with the Town. Costs of Decommissioning under this Agreement include labor, professional services and any other costs reasonably associated with such Decommissioning.

3. Each of the circumstances described in clauses (a) and (b) below shall be a "Triggering Event" for purposes hereof:

- (a) construction of the Project is not completed within eighteen (18) months of receiving a building permit, other than as a result of Force Majeure (defined below), or
- (b) the Project, after commencing commercial operation, "ceases to be operational" (as defined below) for more than twelve (12) consecutive months.

In the event the Operator fails to initiate Decommissioning of the Project within ninety (90) days of a Triggering Event (the "Decomm Deadline"), or Operator fails to provide a reasonable explanation for the delay in the construction or cessation of operation of the Project by the Decomm Deadline, then, the Town may issue a notice to Operator (the "Town Decommissioning

Notice”) and Operator shall have thirty (30) days to respond to the Town Decommissioning Notice with a reasonable explanation for the delay in the construction or the cessation of operation of the Project. In the event that (A) the Operator does not respond to the Town Decommissioning Notice in accordance with the forgoing sentence, or (B) Decommissioning is not completed, within six (6) months after a Triggering Event, then the Town shall have the right, but not the obligation, to commence Decommissioning of the Project through use of the Security.

For purposes of this Agreement, “Force Majeure” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that: (i) such event is not due to the affected Party’s negligence or willful misconduct; (ii) such event is not the result of any failure of the affected Party to perform any of its obligations hereunder; and (iii) the affected Party has given the other Party prompt notice describing such event. Subject to the foregoing conditions, Force Majeure Events include, without limitation: acts of God; war; acts of the public enemy; terrorism; riot; civil commotion; sabotage; fire; floods; landslide; volcanic eruption; epidemics; global pandemics; quarantine restrictions; embargos; and governmental authority decreed official state of emergency.

For the purposes of this Agreement, “ceases to be operational” shall mean no generation of electricity, other than due to Force Majeure, repairs, upgrades, permitting matters, casualty, or other issue regarding the Project that Operator is in good faith attempting to remedy

4. The parties hereto acknowledge that the Decommissioning is intended to occur outside the winter months. Upon removal of the infrastructure and disposal of the components of the Project from the Properties, and restoration of the Properties to its pre-project state, or to the condition designed by a subsequent Operator or developer as agreed upon with the Town. Upon completion of Decommissioning, the Operator shall have no further obligation to the Town provided that the costs of the Decommissioning has been paid for in full by the Security or otherwise by or on behalf of the Operator.

5. In the event that the Town elects to complete Decommissioning under Section 3, Operator (or its successors or assigns) agrees to give the Town the right of reasonable access to the Properties to Decommission the Project. In the event the leases between Landowner and Operator are terminated or Landowner otherwise has control over the Properties at the time of the Decommissioning, Landowner (or its successors or assigns) agrees to give the Town the right of reasonable access to the Properties in order to perform Decommissioning in accordance with this Agreement.

6. This Agreement may not be amended or modified except by written instrument signed and delivered by the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. In accordance with the provisions of section 109 of the New York General Municipal Law, Operator is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Operator, or the operations and maintenance provider of the Operator, shall provide the Town with proof that it either carries sufficient workers' compensation insurance coverage for any employees in New York involved in the Decommissioning as required under applicable law or that it is exempt from such requirement.

8. The Parties agree to execute and deliver any additional documents or take any further action as reasonably requested by another Party to effectuate the purpose of this Agreement.

9. The Parties agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of New York, without regard to its conflict of laws principles. The Parties hereby consent to exclusive venue and jurisdiction in the state and federal courts located in the State of New York. **EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH REGARD TO ANY DISPUTE RELATED HERETO.** If one or more of the provisions hereof are deemed by a court of competent jurisdiction to be unenforceable, in whole or in part, the scope of such provisions shall be reduced to the extent necessary to make them enforceable or, if such reduction is not possible for any reason, such provisions shall be severed from this Agreement entirely, without effect upon the balance hereof.

10. This Agreement may be executed through separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all Parties.

11. Any and all notices required to be sent by a Party to another Party hereunder shall be addressed as follows by certified mail or mail courier service:

To the Town:

Town of Duanesburg
Attn: Supervisor
5853 Western Turnpike
Duanesburg, NY 12056

With a copy to:

Whiteman Osterman & Hanna LLP
Attn: Teresa Bakner, Esq.
One Commerce Plaza
Albany, New York 12260

To Operator:

Oak Hill Solar 2 LLC
c/o AMP Solar Development Inc.
1550 Wewatta St., 4th Floor
Denver, CO 80202

With an electronic copy to:

jdonald@amp.energy

To Landowner:

Richard Murray 1206 Oak Hill Rd.
Esperance, NY 12066

[Signature Page Follows]

**IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
have duly executed this Agreement as of the date first written above.**

TOWN:

Town of Duanesburg

By: _____
Name: Roger Tidball
Title: Town Supervisor

OPERATOR:

Oak Hill Solar 2 LLC

By: AMP Solar Development Inc.
Its: Manager

By: _____
Name: David Rogers
Title: President

LANDOWNER:

By: _____
Name:
Title:

Schedule A

Site Plan

[to be attached]

Schedule B
Description of Properties
[to be attached]

Schedule C
Approval Resolution

[to be attached]

Schedule D

Decommissioning Plan

[to be attached]

Schedule E

Form of Decommissioning Escrow Agreement

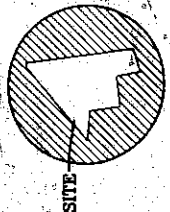
SCHEDULE A

PROPOSED SITE PLAN FOR

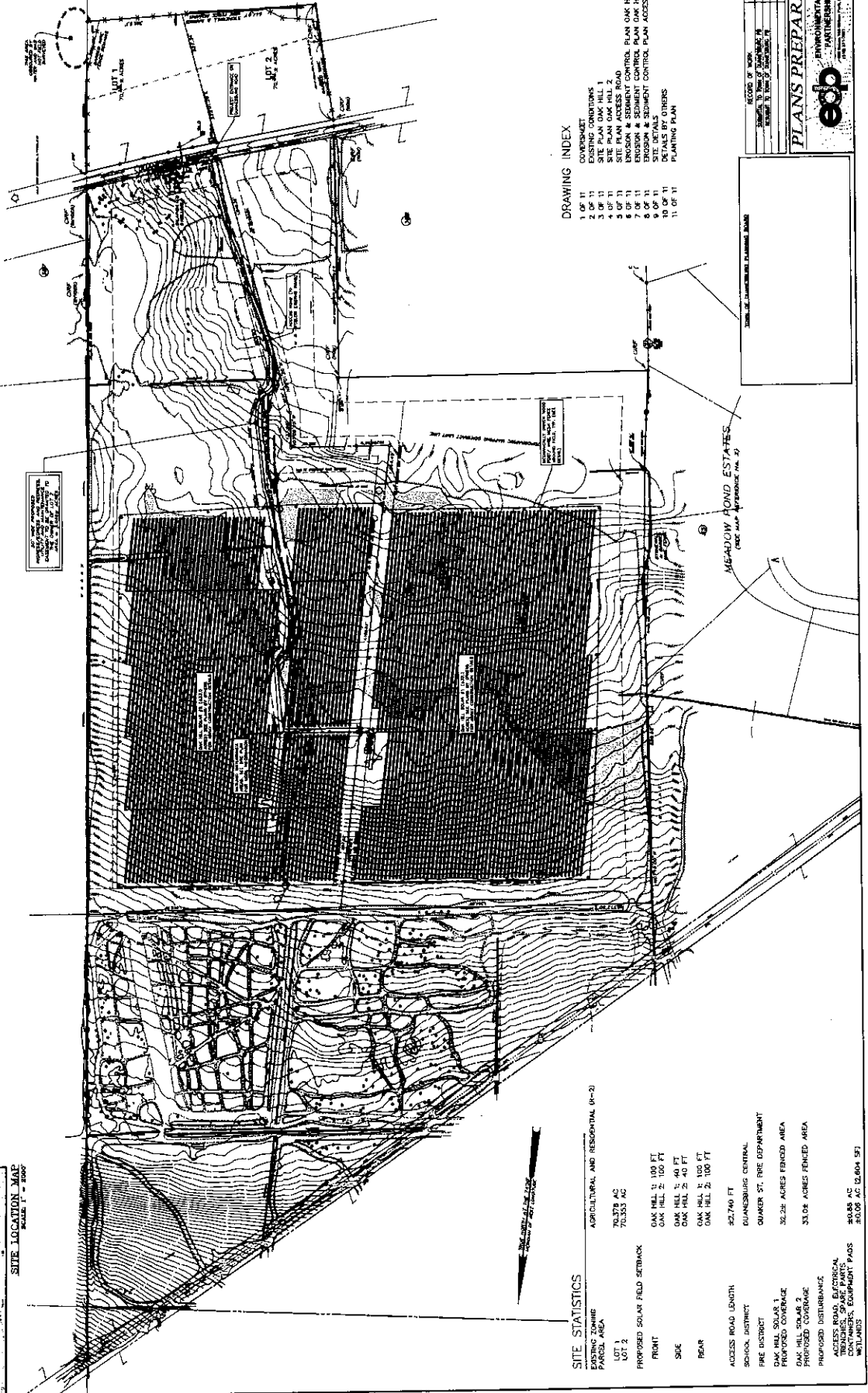
OAK HILL SOLAR 1&2

APPLICANT:

OAK HILL SOLAR 1, LLC & OAK HILL SOLAR 2, LLC
 13950 DUANESBURG ROAD
 TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK



SITE LOCATION MAP
 SCALE: 1" = 500'



SITE STATISTICS

EXISTING ZONING	AGRICULTURAL AND RESIDENTIAL (A-2)
PARCEL AREA	74,779 AC
LOT 1	70,333 AC
PROPOSED SOLAR FIELD SETBACK	
FRONT	OAK HILL 1: 145 FT
SIDE	OAK HILL 2: 100 FT
REAR	OAK HILL 1: 40 FT
	OAK HILL 2: 40 FT
ACCESS ROAD LENGTH	52,740 FT
SCHOOL DISTRICT	DUANESBURG CENTRAL
FIRE DISTRICT	QUAKER ST. FIRE DEPARTMENT
OAK HILL SOLAR 1	32.22 ACRES FENCED AREA
OAK HILL SOLAR 2	33.04 ACRES FENCED AREA
PROPOSED DISTURBANCE	
ACCESS ROAD, ELECTRICAL TRENCHES, SPARE PARTS YARD, ETC.	80.88 AC
WETLANDS - COMPACT PADS	30.06 AC (2,604 SF)

DRAWING INDEX

- 1 OF 11 COVER SHEET
- 2 OF 11 SITE PLAN OAK HILL 1
- 3 OF 11 SITE PLAN OAK HILL 2
- 4 OF 11 SITE PLAN ACCESS ROAD
- 5 OF 11 EROSION & SEDIMENT CONTROL PLAN OAK HILL 1
- 6 OF 11 EROSION & SEDIMENT CONTROL PLAN OAK HILL 2
- 7 OF 11 SITE DETAILS
- 8 OF 11 PLANTING PLAN
- 9 OF 11 PLANTING PLAN
- 10 OF 11 PLANTING PLAN
- 11 OF 11 PLANTING PLAN

RECORD OF WORK

NO.	DATE	BY

PLANS PREPARED BY:

ebp ENVIRONMENTAL DESIGN PARTNERSHIP, LLC

ENVIRONMENTAL DESIGN PARTNERSHIP, LLC
 13950 DUANESBURG ROAD
 TOWN OF DUANESBURG
 SCHENECTADY COUNTY, NEW YORK

PROPOSED SITE PLAN FOR
OAK HILL SOLAR 1&2
 APPLICANT: OAK HILL SOLAR 1, LLC / OAK HILL SOLAR 2, LLC

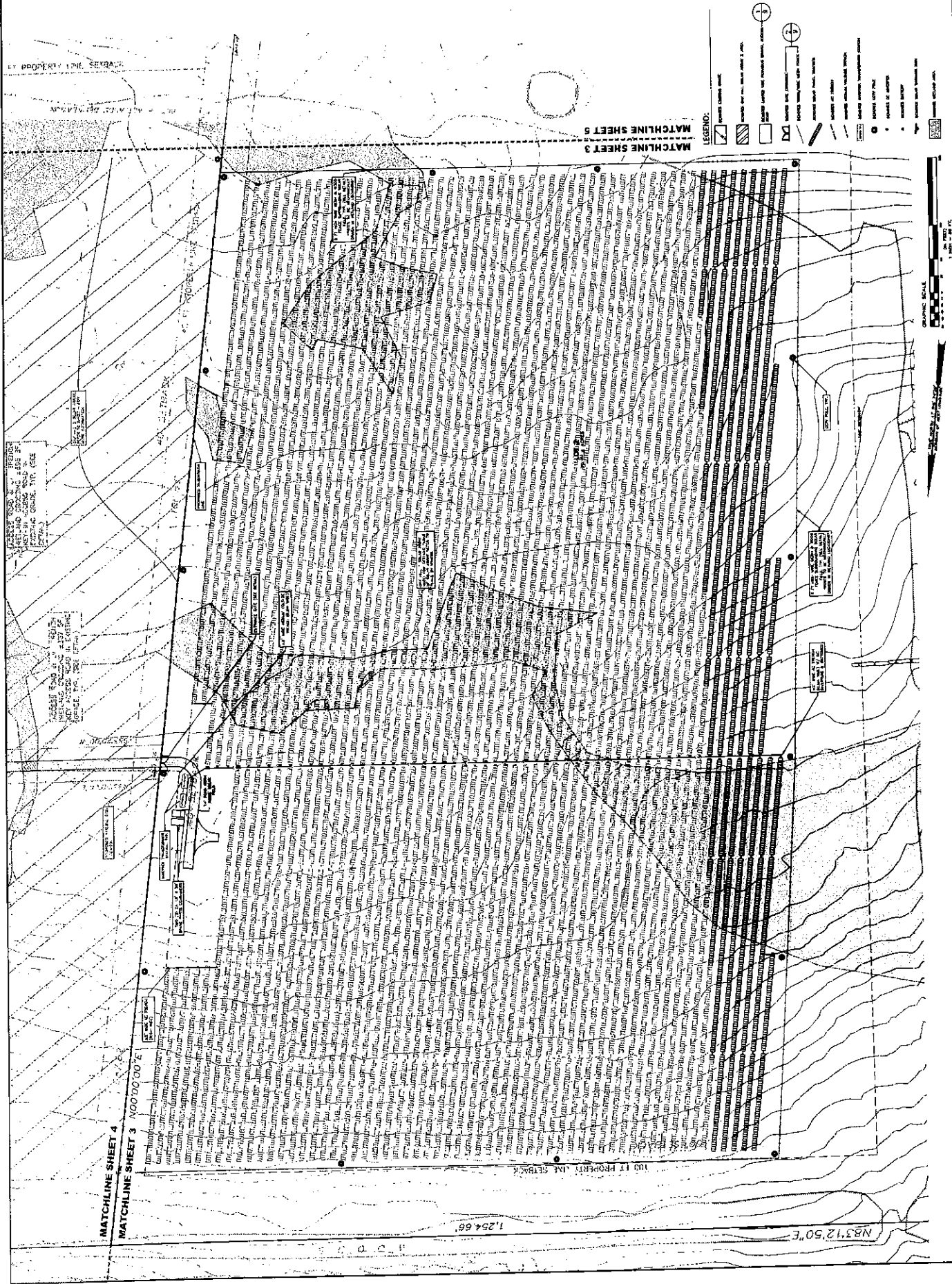
TOWN OF DUANESBURG
 13950 DUANESBURG ROAD
 SCHENECTADY COUNTY, NEW YORK

N.T.S.

NOT FOR CONSTRUCTION

COVER SHEET

1 of 11

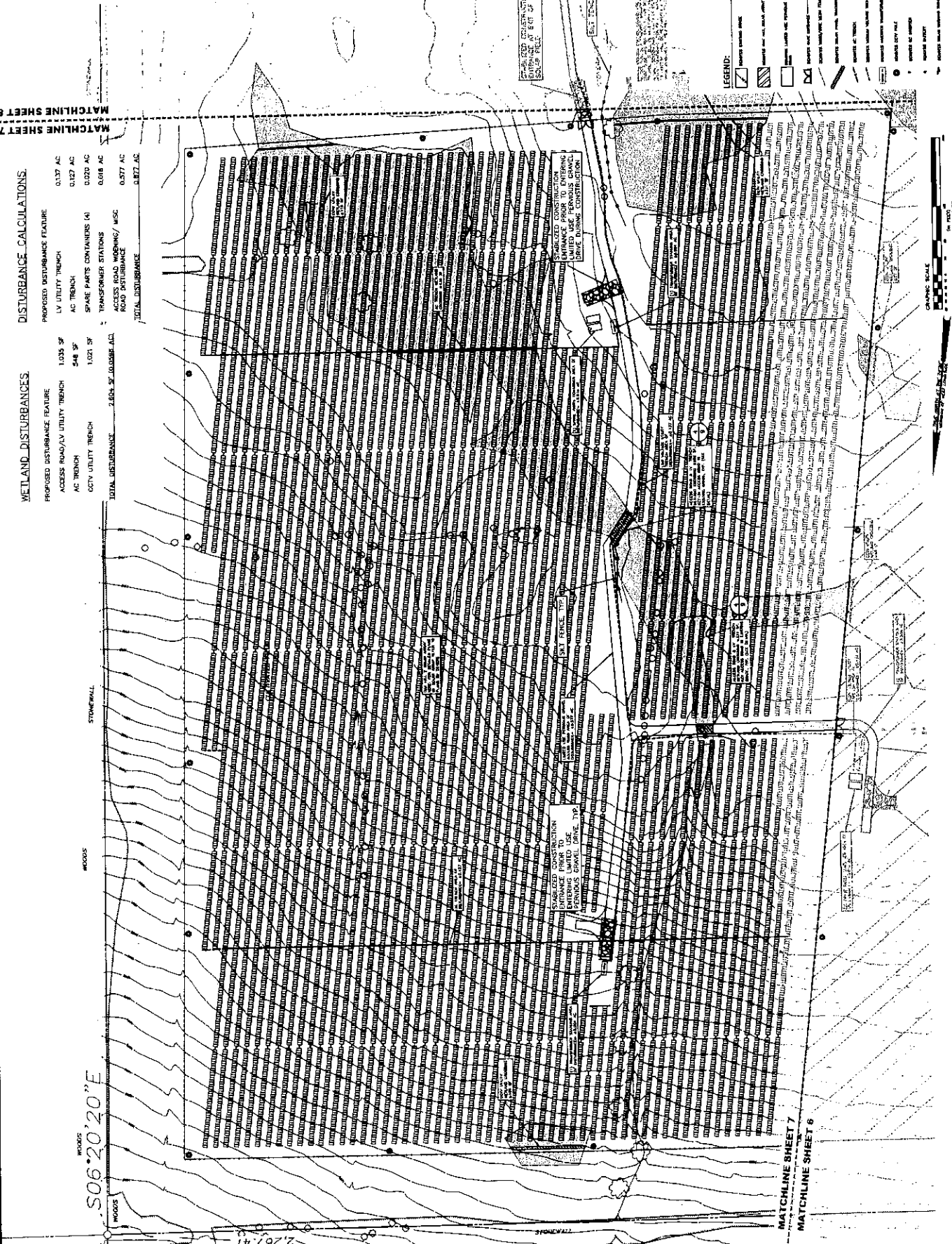


WETLAND DISTURBANCES

PROPOSED DISTURBANCE FEATURE	AC
ACCESS ROAD/AV UTILITY TRENCH	1.035
AC TRENCH	548
CCV UTILITY TRENCH	1.021
TOTAL DISTURBANCE	7.604

DISTURBANCE CALCULATIONS

PROPOSED DISTURBANCE FEATURE	AC
LV UTILITY TRENCH	0.137
AC TRENCH	0.127
SPACE PARTS CONTAINERS (4)	0.020
TRANSFORMER STATIONS	0.018
ACCESS ROAD WORKING / WSC	0.877
ROAD DISTURBANCE	0.877
TOTAL DISTURBANCE	0.877



MATCHLINE SHEET 7
 MATCHLINE SHEET 8



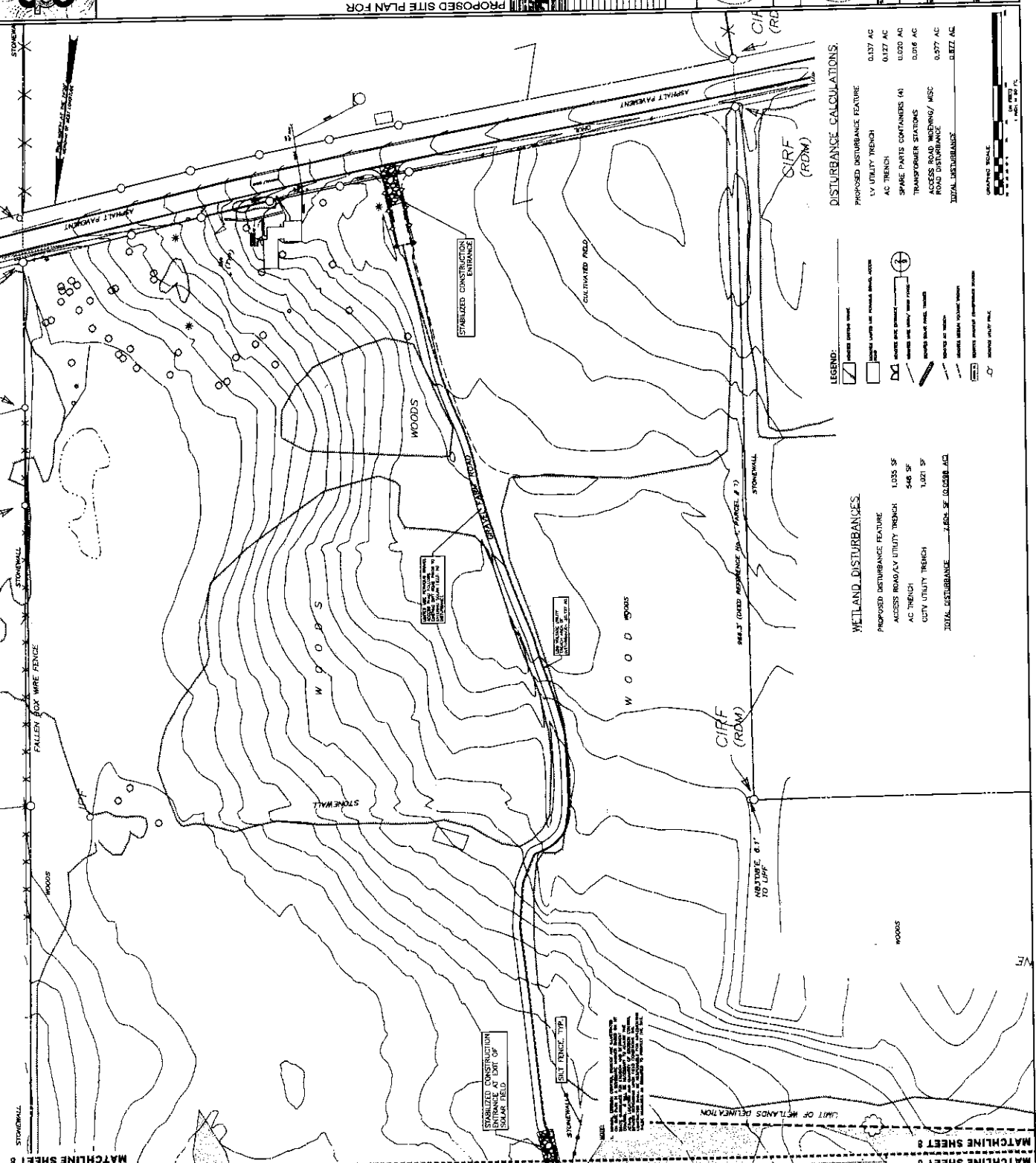
ENVIRONMENTAL DESIGN, INC.
 1300 ROUTE 28
 SUITE 101
 WEST HAVEN, CT 06611
 TEL: 203.426.8888
 FAX: 203.426.8889

PROPOSED SITE PLAN FOR
OAK HILL SOLAR 1&2
 APPLICANT: OAK HILL SOLAR 1, LLC/OAK HILL SOLAR 2, LLC
 TOWN OF DUMFRIESBORO
 SCHEMATIC COUNTY, NEW YORK
 PLAN No. 2103-0-5
 FEBRUARY 9, 2018

NO.	DATE	DESCRIPTION
1	02/09/18	ISSUE FOR PERMITTING
2	02/09/18	REVISIONS
3	02/09/18	REVISIONS
4	02/09/18	REVISIONS
5	02/09/18	REVISIONS
6	02/09/18	REVISIONS
7	02/09/18	REVISIONS
8	02/09/18	REVISIONS



8 of 11



MATCHLINE SHEET 7

MATCHLINE SHEET 8

MATCHLINE SHEET 6

MATCHLINE SHEET 9

PROPOSED DISTURBANCE FEATURE
 1.033 SF
 ACCESS ROAD/UTILITY TRENCH
 546 SF
 AC TRENCH
 1.021 SF
 TOTAL DISTURBANCE 7,804 SF (0.0238 AC)

WETLAND DISTURBANCES

PROPOSED DISTURBANCE FEATURE
 0.127 AC
 LV UTILITY TRENCH
 0.020 AC
 SPINE PANTS CONTAINERS (4)
 0.016 AC
 TRANSFORMER STATIONS
 0.877 AC
 ACCESS ROAD WIDENING/ MISC
 0.877 AC
 TOTAL DISTURBANCE 0.877 AC

LEGEND:
 [Symbol] EXISTING DRIVEWAY
 [Symbol] EXISTING DRIVEWAY WITH OPENING
 [Symbol] EXISTING DRIVEWAY WITH CURVE
 [Symbol] EXISTING DRIVEWAY WITH TRENCH
 [Symbol] EXISTING DRIVEWAY WITH POLE
 [Symbol] EXISTING DRIVEWAY WITH SIGN
 [Symbol] EXISTING DRIVEWAY WITH LIGHT
 [Symbol] EXISTING DRIVEWAY WITH SIGNAL
 [Symbol] EXISTING DRIVEWAY WITH STOP SIGN
 [Symbol] EXISTING DRIVEWAY WITH YIELD SIGN
 [Symbol] EXISTING DRIVEWAY WITH NO LEFT TURN SIGN
 [Symbol] EXISTING DRIVEWAY WITH NO RIGHT TURN SIGN
 [Symbol] EXISTING DRIVEWAY WITH NO U-TURN SIGN
 [Symbol] EXISTING DRIVEWAY WITH NO THROUGH TRUCKS SIGN
 [Symbol] EXISTING DRIVEWAY WITH NO TRUCKS SIGN
 [Symbol] EXISTING DRIVEWAY WITH NO TRUCKS OVER 10,000 LB SIGN

PROPOSED DISTURBANCE FEATURE
 0.127 AC
 LV UTILITY TRENCH
 0.020 AC
 SPINE PANTS CONTAINERS (4)
 0.016 AC
 TRANSFORMER STATIONS
 0.877 AC
 ACCESS ROAD WIDENING/ MISC
 0.877 AC
 TOTAL DISTURBANCE 0.877 AC

SCHEDULE B



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

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

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

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

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

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

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

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

TOGETHER WITH A 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/ EGRESS AND REGRESS, EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying along the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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

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

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

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

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

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

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;

7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;

8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

December 5, 2019

Prepared By: Timothy J. McAlonen, PLS/zmb



Oak Hill | Lease Parcel Description.docx



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

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

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

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

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

described *lease parcel* of land;

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

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

- 1) North 83 deg. 12 min. 50 sec. East, 908.00 feet to a point;
- 2) South 05 deg. 58 min. 10 sec. East, 1,476.00 feet to a point;
- 3) South 83 deg. 43 min. 10 sec. West, 724.00 feet to a point;
- 4) South 83 deg. 12 min. 50 sec. West, 343.00 feet to the point or place of beginning of said *lease parcel* and containing 33.891± acres of land.

TOGETHER WITH AND SUBJECT TO A 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/EGRESS AND REGRESS EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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

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

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

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

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

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

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;

7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;

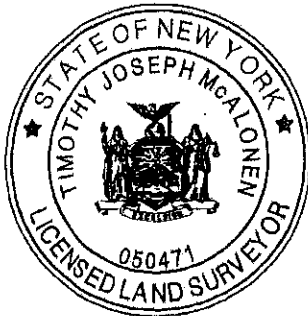
8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

December 5, 2019

Prepared By: Timothy J. McAlonen, PLS/ZMB



Oak Hill 2 Lease Parcel Description.docx

SCHEDULE C

Phillip Sexton, Planning Board Chair
Dale Warner, Town Planner
Melissa Deffer, Clerk
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG
SCHENECTADY COUNTY

Jeffrey Schmitt, Vice Chairperson
Elizabeth Novak, Board Member
Martin Williams, Board Member
Thomas Rulison, Board Member
Michael Harris, Board Member
Joshua Houghton, Board Member

Town of Duanesburg
Planning Board Minutes
October 17th, 2019
Final Copy

MEMBERS PRESENT: Phillip Sexton Chairman, Jeffery Schmitt Vice Chairman, Elizabeth Novak, Martin Williams, Thomas Rulison and Michael Harris. Also, in attending Dale Warner Town Planner, and Melissa Deffer Clerk.

INTRODUCTION: Chairman Phillip Sexton opened the meeting at 7:00pm. Phillip welcomed everyone to tonight's Planning Board meeting.

PLEDGE OF ALLEGIANCE:

OPEN FORUM: Chairman Sexton opened the forum at 7:01

Bruce O'Day of 5394 Western Turnpike wanted to state on the record that he is supporting the Andrew Lucks application.

Lynn Bruning located at 13388 Duanesburg Rd wanted to know what the status of the Comprehensive Plan?
Chairmen Sexton explained to Lynn that they have been working on the Plan for just over a year now and how in the near future he will be asking the public for comments.

Harris/Rulison made the motion to close the open forum at 7:07.
Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes, Sexton yes. **Approved.**

SKETCH PLAN REVIEW:

PUBLIC HEARINGS:
#19-13 Lucks Andrew: SBL#66.00-3-4.1, (H) located at 5456 Western Turnpike is seeking a Special Use Permit for a retail business under the Town of Duanesburg Zoning Ordinance

Town Hall • 5853 Western Turnpike • Duanesburg, NY 12056 • (518) 895-8920 Over➔

adopted 6/11/15 under section 9.4.(15). Andrew Lucks gave his presentation to the board. Andrew is looking to relocate his business Outlander Survival from 6721 Duanesburg Rd to 5456 Western Turnpike. They will be in the same zone as they are in now. Andrew explained to the public how he will upgrade the building with security Systems and bars on all doors and windows (as a smash and grab is one of their main concerns), fix the parking lot and eventually reface the building. All lights on the building will be down cast with some solar lights around the driveway. Andrew is leasing for now from Bruce O'Day who will be going to have the property subdivided. Once the property is subdivided Andrew will be purchasing.

Cheryl Schrade 1619 Eaton Corners Rd asked Andrew if they will be test firing guns on the property. Andrew explained to Mrs. Schrade that with his business they do not test fire any weapons.

Harris/Rulison made a motion to close the Public Hearing for the **#19-13 Lucks Andrew** application at 7:09.

Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes, Sexton yes. **Approved.**

Novak/Sexton made a motion to approve the **#19-13 Lucks Andrew** application for a Special Use Permit for a retail business under the Town of Duanesburg Zoning Ordinance adopted 6/11/15 under section 9.4.(15) contingent on down cast lighting.

Novak yes, Sexton yes, Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes. **Approved.**

New Business:

#19-14 Perog, Steven and Cheryl: SBL#43.00-2-28, (R-2) located at 21 Lea Drive is seeking a Special Use Permit for a two family dwelling adding a single apartment over an existing garage under the Town of Duanesburg Zoning Ordinance adopted 6/11/15 under section 15.4(I); section 8.4(8); section 13.2.1; section 3.5.60. Steven gave some of his presentation to the board. Due to not enough information the board decided to table it until the November 21st meeting.

Sexton/Harris made a motion to table the **#19-14 Perog, Steven and Cheryl** application to the November 21st meeting.

Sexton yes, Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes. **Approved.**

Old Business:

None

Sketch Plan Review:

#19-15 O'Neil, Paul/O'Neil, Gerald: SBL#43.00-1-14.31, (R-2) located at 327 Hardin Road is seeking a minor subdivision under section 3.4 of the Town of Duanesburg Subdivision Ordinance. They would like to divide an existing lot of 34.30 acres into two portions lot #1 located on Hardin Road is 6.82 (+-) lot #2 located on State Highway 30 is 27.475 acres. Shannon O'Neil gave her presentation on behalf of her father Paul O'Neil.

Sexton/Williams made a motion to exempt the minor subdivision application from further planning Board review and refer to the Code Enforcement Officer to complete administratively as the proposed action neither creates nor increases any significant planning issues with respect to the existing or potential future use of any involved parcels. Sexton yes, Williams yes, Rulison yes, Harris yes, Schmitt yes, Novak yes. **Approved.**

OTHER:

#19-12 Murray, Richard/Eden Renewables: SBL# 74.00-2-5, (R-2) located 1206 Oak Hill Rd Under Local Law # 1-2016 of the Town of Duanesburg Zoning Ordinance Resolution revision.

Sexton/Rulison made a motion to amend the resolution approving the project to show the correct amount of lot coverage as shown on the site plans which were approved for the solar project for the **#19-12 Murray, Richard/Eden Renewables** application. Bullet 3B will now show that Lot 1 contains 70.378 acres with 32.8 acres of coverage which is 46 percent and that Lot 2 contains 70.353 acres with 33.0 acres of coverage which is 47 percent.

Sexton yes, Rulison yes, Williams yes, Novak yes, Schmitt yes, Harris yes. **Approved.**

MINUTES APPROVAL:

Novak/Harris made the motion to approve the September 19th, 2019 Planning Board minutes with minor corrections.

Novak yes, Harris yes, Sexton yes, Schmitt yes, Williams yes, Rulison yes. **APPROVED.**

Sexton/Harris made a motion to go into **executive session to discuss the enforcement action with the CEO associated with #19-14 Perog, Steven and Cheryl** application.

Sexton yes, Harris yes, Rulison yes, Williams yes, Novak yes, Schmitt yes. **Approved.**

Sexton/Harris made a motion to come out of **executive session.**

Sexton yes, Harris yes, Rulison yes, Schmitt yes, Williams yes, Novak yes. **Approved. NO ACTION WAS TAKEN BY THE BOARD DURING OR AFTER the EXECUTIVE Session.**

ADJOURNMENT:

Harris/Novak made the motion to adjourn at 7:50pm.

Harris yes, Novak yes, Schmitt yes, Sexton yes, Rulison yes, Houghton yes, Williams yes. **APPROVED.**

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

Date: September 19, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. The Project avoids and/or minimizes impacts on plants and animals, due to the very limited vegetative clearing that will result from the Project, once construction is complete vegetation will cover the ground under the panels and the property will continue to be used for limited agricultural purposes, such as sheep grazing and bee keeping;
 - d. The Project will not create any impacts to historical or cultural resources as shown in the Letter of No Effect from the New York State Office of Parks, Recreation, and Historic Preservation dated June 4, 2019;
 - e. The Project will minimize any visual impacts due to the existing topography, the retention of existing vegetation as shown on the final site plans and will not create any impacts from glare as demonstrated by the Applicant;
 - f. The Planning Board hereby requires that the Project provide evergreen landscaping plan showing the establishment of a substantial evergreen buffer on the Applicant's property within 10 feet of the property boundary currently containing houses within approximately 600 feet of the project site boundary for a length of approximately 1600 feet at the back of the parcel with 2 staggered rows of trees planted 20 feet on center with the trees having the height at the time of planting of 6 to 7 feet and with the trees being species spruce and fir evergreens. The applicant shall also provide a maintenance and replacement agreement for the evergreen buffer to be planted;
 - g. The Project does not impact any Critical Environmental Areas and is not located in a flood zone;
 - h. The Project will have a positive economic benefit as it will result in revenue to the Town pursuant to a Payment-In-Lieu-Of-Taxes ("PILOT") Agreement and it will result in jobs during the construction and operation of the facility;
 - i. The Project will provide renewable energy in the production of electricity and will contribute to the State's goal of replacing fossil fuel generated electricity with renewable sources of electricity;
 - j. The Project will also not change the community character as it has been sited to not be visible to the maximum extent possible to surrounding homes and roadways, and an evergreen landscaped buffer will be created on the property containing the project as set forth above;
 - k. The Project is also a use of land that will be discontinued in the future and as such a decommissioning plan is in place to return the property to its current condition; and
 - l. The Applicant has indicated that it intends to continue to have the property in agricultural uses, such as sheep grazing and beekeeping, which also makes it consistent with the community which contains agricultural uses.
3. That Planning Board's findings set forth below demonstrate the proposed construction of the Project, a Solar Energy System (Major), at the Property satisfies the requirements of the Town of Duaneburg Solar Law:
- a. The Project is in the R-2 Zoning District and as such is a permitted use subject to Special Use Permit and Site Plan approval by the Planning Board;
 - b. The projects are located on parcels in excess of 97.24 and 87.18 acres and when constructed will have a lot coverage of 45.71 and 45.63 acres, respectively, thereby satisfying the lot coverage limitation of 60%;
 - c. The Project provides the required 100' setback between its components and the boundary of the Property, provides the required minimum of 25' buffer of vegetation to screen views of the Project and, in fact, that the Project exceeds this standard to address the concerns of adjoining property owners;
 - d. A fence meeting or exceeding the applicable requirements of the Zoning Law has been proposed;
 - e. The Project preserves existing on site vegetation to the maximum extent practicable and does not propose to clear cut all trees in a single contiguous area exceeding 20,000 square feet on the property;
 - f. The Town of Duaneburg Planning Board reviewed the plans showing brush hogging and tree clearing that had been undertaken by the property owner and determined such tree clearing did not exceed the above requirement;

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

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

Michael Harris
Joshua Houghton



SCHEDULE D

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

 ORIGINAL

ENTERED ON: 8/5/19
BY: DW 3:35

CONTENTS:

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

APPENDICES:

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



ORIGINAL

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

1. INTRODUCTION

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

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

2. DECOMMISSIONING ACTIVITIES

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

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

3. COST OF DECOMMISSIONING

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

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

4. ESTABLISHMENT OF DECOMMISSIONING FUND

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

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

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

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

5. DEMOLITION INSTRUCTIONS

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

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



ORIGINAL

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

b. PV Module Removal

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

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

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

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

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

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

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

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

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

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

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

<https://silrec.com/>

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

c. Electric Wire Removal

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

d. Racking and Fencing removal

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

e. Concrete Slab Removal

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

f. Access Road

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

g. Site Restoration Process

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

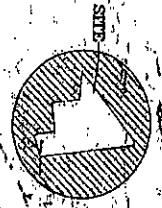
If the subsequent use for the Project site will involve agriculture, a deep till of the project site will be undertaken. The affected areas will be inspected, thoroughly cleaned, and all construction-related debris removed. Disturbed areas will be reseeded to promote the re-vegetation of the area unless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



ORIGINAL

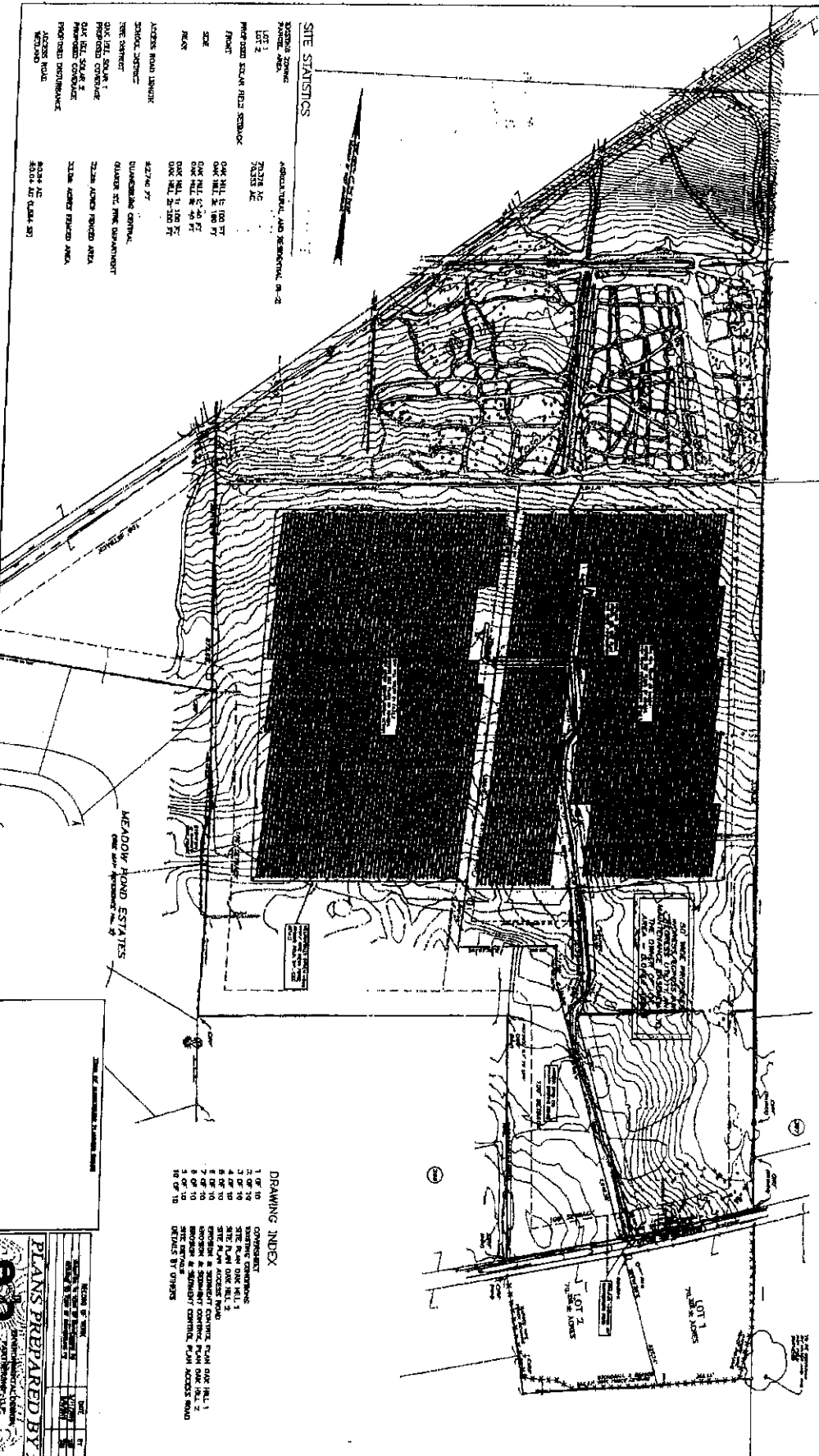
Appendix 1
Site Location Plan

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



SITE LOCATION MAP
SCALE: 1" = 1 MILE

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



SITE STATISTICS

GENERAL ZONING	AGRICULTURAL AND RESIDENTIAL, R-2
LOT 1	73.25 AC
LOT 2	73.25 AC
PROPOSED SOLAR FIELD FOOTPRINT	146.5 AC
FRONT	0.0 AC
SIZE	146.5 AC
PERCENT	100.0%
ACCESS ROAD LENGTH	0.2 AC
SCHOOL DISTRICT	DUANESBURG CENTRAL
TOWN	DUANESBURG
PROPOSED CONVEYANCE	DUANESBURG CENTRAL SCHOOL DISTRICT
PROPOSED CONVEYANCE	DUANESBURG CENTRAL SCHOOL DISTRICT
PROPOSED CONVEYANCE	DUANESBURG CENTRAL SCHOOL DISTRICT
PROPOSED CONVEYANCE	DUANESBURG CENTRAL SCHOOL DISTRICT
ACCESS ROAD	0.2 AC

DRAWING INDEX

1 OF 10	COVER SHEET
2 OF 10	GENERAL NOTES
3 OF 10	PROPOSED CONVEYANCE
4 OF 10	PROPOSED CONVEYANCE
5 OF 10	PROPOSED CONVEYANCE
6 OF 10	PROPOSED CONVEYANCE
7 OF 10	PROPOSED CONVEYANCE
8 OF 10	PROPOSED CONVEYANCE
9 OF 10	PROPOSED CONVEYANCE
10 OF 10	PROPOSED CONVEYANCE

MEADOW HAND ESTATES
 13950 DUANESBURG ROAD
 TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK

PLANS PREPARED BY

ESP
 Environmental Site Preparation
 13950 Duaneburg Road
 Duaneburg, NY 12128
 Phone: 518-782-1111
 Fax: 518-782-1112
 Website: www.eshp.com

ORIGINAL

Appendix 2
Breakdown of Decommissioning Costs

6/19/19
 ENERGED

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

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

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

Estimated Decommissioning Cost				
	Type	Quantity	Cost Per Item	Total
Fence Removal with Gate and CCTV	LF	7,618	\$4.50	\$34,281.00
Remove Transformers & Concrete Pads	Each	2	\$5,000.00	\$10,000.00
Remove Major Switch Gear & Concrete Pad	Each	1	\$5,000.00	\$5,000.00
Remove Modules and Racking	\$/MWac	5	\$9,000.00	\$45,000.00
Removal of Posts	Each	1,975	\$20.00	\$39,500.00
Remove & Dispose String Inverters, Storage and DC Converters	Each	60	\$300.00	\$18,000.00
Removal of Underground Wires and Backfill	LF	3,500	\$10.00	\$35,000.00
Site Restoration, Grade and Seed	Acre	10	\$900.00	\$9,000.00
Removal of Gravel Access Road	Cubic Yards	624	\$25.00	\$15,600.00
Current Total:				\$211,381.00
Total after 25 years of Inflation (2.5% Inflation rate)				\$346,372.38
Detailed Salvage Value				
	Solar Panels	45,435	\$6.60	\$300,003.00
	Racking Steel (lbs)	1,168,100.00	\$0.05	\$58,405.00
	Racking Aluminum (lbs)	1,760,000.00	\$0.15	\$264,000.00
	Project Cabling (lbs)	75,991.00	\$0.73	\$55,429.63
Total Salvage Value				\$677,837.63
Proposed decommissioning fund				\$211,381.00

Appendix 3

NYSERDA Fact Sheet

DECOMMISSIONING SOLAR PANEL SYSTEMS



ORIGINAL



NY-Sun

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

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

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

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

Abandonment and decommissioning defined

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

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

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

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

What is a decommissioning plan?

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

What is the estimated cost of decommissioning?

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

Table 1: Sample list of decommissioning tasks and estimated costs

Tasks	Estimated Cost (\$)
Remove Rack Wiring	\$2,450
Remove Panels	\$2,450
Dismantle Racks	\$12,350
Remove Electrical Equipment	\$1,850
Breakup and Remove Concrete Pads or Ballasts	\$1,500
Remove Racks	\$7,900
Remove Cable	\$3,500
Remove Ground Screws and Power Poles	\$13,850
Remove Fence	\$4,950
Grading	\$4,000
Seed Disturbed Areas	\$250
Truck to Recycling Center	\$2,250
Current Total	\$50,200
Total After 20 Years (2.5% Inflation rate)	\$58,000

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



NYSERDA

Appendix 4
IRREVOCABLE STANDBY LETTER OF CREDIT

DATE:

Applicant:

Beneficiary:

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Dear Sir or Madam:

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

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

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

Either:

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



ORIGINAL

ENTERED ON 9/15/19
BY: DW 335

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

Or

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

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

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

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

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

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

This Letter of Credit shall permit multiple partial drawings.

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

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

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

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

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

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

ISSUING BANK

Authorized Signature

ANNEX A



ORIGINAL

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____

Date _____

ENTERED ON: 9/5/19
BY: DW 8:35

Sight Draft

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

[INSERT BENEFICIARY PAYMENT INSTRUCTIONS]

Town of Duanesburg

By:

Name:

Title:

cc:

TOWN OF DUANESBURG
DECOMMISSIONING ESCROW AGREEMENT

THIS DECOMMISSIONING ESCROW AGREEMENT, made and entered on this ____ day of _____ 2020 (the "Agreement") by and between the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (referred to as the "Town"), **Oak Hill Solar 1 LLC**, a limited liability company formed under the laws of the State of New York with principal offices at 1550 Wewatta Street, 4th Floor, Denver, CO 80202 (referred to as the "Operator") is made upon the following terms and conditions:

PROJECT NAME: Oak Hill 1 (the "Project")

PROJECT LOCATION: 13590 Duanesburg Road Delanson, NY (Tax Map 74.00-2-5) in the Town of Duanesburg, Schenectady County, New York (the "Project Site").

PROJECT: Operator intends to permit, construct, operate and maintain solar energy facilities with battery storage with an estimated aggregate size of five (5) megawatts of alternating-current (AC) nameplate capacity that will generate electric power (the "Project").

1. As a requirement for the approval of the Project, the Town and the Operator have on even date herewith entered into a decommissioning agreement (the "Decommissioning Agreement") setting forth the terms and conditions under which the Operator is required to remove the Project from the Project Site.

2. The Decommissioning Agreement requires the Operator to deposit the amount of ~~\$211,381~~ in escrow with the Town (the "Escrowed Funds"). The Parties agree that the Escrowed Funds shall be used solely to pay for any Decommissioning (as defined in the Decommissioning Agreement) of the Project, and only in the circumstances set forth in the Decommissioning Agreement. Prior to the end of each successive five (5) -year period after the execution of the Decommissioning Agreement, the Operator shall provide the Town with an updated decommissioning plan in accordance with the Decommissioning Agreement and the Escrowed Funds shall be changed to reflect the updated estimate approved by the Town for such Decommissioning of the Project.

3. To properly implement the Decommissioning Agreement, the Operator shall simultaneously with its execution of this Agreement, deliver the Escrowed Funds to the Town. The Escrowed Funds will be placed into an escrow account controlled by the Town (the "Escrow Account"). The purpose of the Escrow Account is to provide the Town funding for the Decommissioning of the Project should a Triggering Event (as defined in the Decommissioning Agreement) occur and should the Town elect to decommission the Project as provided for in the Decommissioning Agreement.

4. In the event of a Triggering Event and the Town's election to decommission the Project, should the costs of Decommissioning incurred by the Town exceed the amount of Escrowed Funds, Operator or its successor in title to the Project shall be responsible for

reimbursing the Town for any and all such excess costs, provided that the Town delivers to the Operator a reasonable written record of such costs.

5. The Town hereby acknowledges and agrees that at any time during the term of the Decommissioning Agreement that the Town receives written request from the Operator, the Town shall provide a complete statement of funds in the Escrow Account and any expenditures thereof.

6. Upon the completion of the Decommissioning of the Project in accordance with the terms and conditions of the Decommissioning Agreement, any balance remaining in the Escrow Account, if any, shall be refunded to Operator within sixty (60) of completion.

7. This Agreement, together with the Decommissioning Agreement, contains all of the terms agreed upon between the Town and Operator with respect to the subject matter hereof. This Agreement has been entered into after full investigation and neither party relies on any oral representations or statements from the other as an inducement to entering into this Agreement.

8. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect unless the same shall be in writing signed by the party to be bound.

9. The Operator shall have the right, at all times, to assign any of its rights and obligations under this Agreement and any rights to any remaining funds in the Escrow Account provided the Town receives prompt written notice of the identity of and contact information for such assignee.

10. This Agreement and all the rights and remedies of the Town hereunder shall inure to the benefit of and be binding upon the Town and its respective successors, endorsers and permitted transferees and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. By executing this Agreement, the parties agree that venue for all judicial actions, suits or proceedings commenced with respect to any matters arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such proceedings, is proper in a court of competent jurisdiction in Schenectady County, New York or in the United States District Court for the Northern District of New York. By execution and delivery of this Agreement, the parties accept, generally and unconditionally, the jurisdiction of the aforesaid courts. **THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY AND ANY OBJECTIONS, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH HE/SHE/THEY/IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH JURISDICTION.**

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed or e-mailed signatures to this agreement shall be binding for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

The Town of Duanesburg

Oak Hill Solar 1, LLC

Roger Tidball, Supervisor

By: _____
Its: _____

TOWN OF DUANESBURG
DECOMMISSIONING ESCROW AGREEMENT

THIS DECOMMISSIONING ESCROW AGREEMENT, made and entered on this ____ day of _____ 2020 (the “Agreement”) by and between the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (referred to as the “Town”), **Oak Hill Solar 2 LLC**, a limited liability company formed under the laws of the State of New York with principal offices at 1550 Wewatta Street, 4th Floor, Denver, CO 80202 (referred to as the “Operator”) is made upon the following terms and conditions:

PROJECT NAME: Oak Hill 2 (the “Project”)

PROJECT LOCATION: 13686 Duanesburg Road Delanson, NY (Tax Map 74.00-2-5) in the Town of Duanesburg, Schenectady County, New York (the “Project Site”).

PROJECT: Operator intends to permit, construct, operate and maintain solar energy facilities with battery storage with an estimated aggregate size of five (5) megawatts of alternating-current (AC) nameplate capacity that will generate electric power (the “Project”).

1. As a requirement for the approval of the Project, the Town and the Operator have on even date herewith entered into a decommissioning agreement (the “Decommissioning Agreement”) setting forth the terms and conditions under which the Operator is required to remove the Project from the Project Site.

2. The Decommissioning Agreement requires the Operator to deposit the amount of \$211,381 in escrow with the Town (the “Escrowed Funds”). The Parties agree that the Escrowed Funds shall be used solely to pay for any Decommissioning (as defined in the Decommissioning Agreement) of the Project, and only in the circumstances set forth in the Decommissioning Agreement. Prior to the end of each successive five (5) -year period after the execution of the Decommissioning Agreement, the Operator shall provide the Town with an updated decommissioning plan in accordance with the Decommissioning Agreement and the Escrowed Funds shall be changed to reflect the updated estimate approved by the Town for such Decommissioning of the Project.

3. To properly implement the Decommissioning Agreement, the Operator shall simultaneously with its execution of this Agreement, deliver the Escrowed Funds to the Town. The Escrowed Funds will be placed into an escrow account controlled by the Town (the “Escrow Account”). The purpose of the Escrow Account is to provide the Town funding for the Decommissioning of the Project should a Triggering Event (as defined in the Decommissioning Agreement) occur and should the Town elect to decommission the Project as provided for in the Decommissioning Agreement.

4. In the event of a Triggering Event and the Town’s election to decommission the Project, should the costs of Decommissioning incurred by the Town exceed the amount of Escrowed Funds, Operator or its successor in title to the Project shall be responsible for

reimbursing the Town for any and all such excess costs, provided that the Town first delivers to the Operator a reasonable written record of such costs.

5. The Town hereby acknowledges and agrees that at any time during the term of the Decommissioning Agreement that the Town receives written request from the Operator, the Town shall provide a complete statement of funds in the Escrow Account and any expenditures thereof.

6. Upon the completion of the Decommissioning of the Project in accordance with the terms and conditions of the Decommissioning Agreement, any balance remaining in the Escrow Account, if any, shall be refunded to Operator within sixty (60) of completion.

7. The Escrow Account shall not be used by the Town for any other purposes other than those set forth in the Decommissioning Agreement.

8. This Agreement, together with the Decommissioning Agreement, contains all of the terms agreed upon between the Town and Operator with respect to the subject matter hereof. This Agreement has been entered into after full investigation and neither party relies on any oral representations or statements from the other as an inducement to entering into this Agreement.

9. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect unless the same shall be in writing signed by the party to be bound.

10. The Operator shall have the right, at all times, to assign any of its rights and obligations under this Agreement and any rights to any remaining funds in the Escrow Account provided the Town receives prompt written notice of the identity of and contact information for such assignee.

11. This Agreement and all the rights and remedies of the Town hereunder shall inure to the benefit of and be binding upon the Town and its respective successors, endorser and permitted transferees and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. By executing this Agreement, the parties agree that venue for all judicial actions, suits or proceedings commenced with respect to any matters arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such proceedings, is proper in a court of competent jurisdiction in Schenectady County, New York or in the United States District Court for the Northern District of New York. By execution and delivery of this Agreement, the parties accept, generally and unconditionally, the jurisdiction of the aforesaid courts. **THE PARTIES HEREBY IRREVOCABLY WAIVE TRIAL BY JURY AND ANY OBJECTIONS, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH HE/SHE/THEY/IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH JURISDICTION.**

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Faxed or e-mailed signatures to this agreement shall be binding for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

The Town of Duanesburg

Oak Hill Solar 2, LLC

Roger Tidball, Supervisor

By: David Rogers
Title: President