

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



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

Thursday January 9, 2020
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Tidball, Council Members Potter, Ganther, Senecal and Wenzel, Highway Superintendent Reed, Deputy Town Clerk Brandy Fall, Town Attorney Terresa Bakner

Absent:

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Public Hearing: Local Law No. 1 of 2020 entitled "2020 Temporary Moratorium Law on Major Solar Energy Systems." The proposed revised and reintroduced local law would establish a temporary moratorium on the review of major solar facilities to give the Town Board sufficient time to evaluate the existing law to make changes to that law if warranted; the Local Law was reintroduced to remove reference to the RER Energy group solar project and to clarify the Town Board's intent with respect to the remaining exempted projects.

Supervisor Tidball motioned, seconded by Council Member Senecal to open the floor for comments.

Motion carried, 5 ayes

Lynne Bruning read a letter on behalf of Susan Biggs of Duanesburg Rd. (see attached).

Julie Langon from Schoharie voiced her concerns regarding solar farms and one that was built near her property in Schoharie.

Jane Bystery of Knight Road voiced her concerns for solar farms and stated that she supports a solar moratorium.

Josh Barnes stated that he supports landowner's rights but not large solar farms. He supports the solar moratorium but would like it to be longer and include Oak Hill Solar Project.

Lynne Bruning of Duanesburg Rd. read a statement (see attached).

Supervisor Tidball motioned, seconded by Council Member Ganther to close the floor for comments.

Motion carried, 5 ayes

Resolution 31-20: Council Member Potter motioned, seconded by Council Member Senecal to approve the Town Board Meeting minutes of Thursday, December 26, 2019.

Motion carried, 3 ayes, 2 abstain

Resolution 32-20: Council Member Potter motioned, seconded by Council Member Wenzel to approve the Town Board Organizational Meeting minutes of January 2, 2020.

Motion carried, 5 ayes

Deputy Town Clerk, Brandy Fall, read the Town Clerk's Report for December 2019 (see attached).

Resolution 33-20: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:
Motion carried, 5 ayes

**Vouchers to be Paid
January 9, 2020**

General Fund A:	\$30,135.94
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General Fund B:	\$304.34
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Highway Fund DA:	\$6,943.74
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SD#1 Fund SS1:	\$129,918.62
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SD#2 Fund SS2:	\$887.86
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SD#3 Fund SS3:	\$78,199.14
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Total To Be Paid:	\$246,389.64
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Highway: Highway Superintendent Reed reported that the guys had some down time, so they were able to build a shed around the fuel tank by the Highway Garage. They were cleaning up from the ice storm until the chipper broke down. They also had some time to clean up the shop. He also reported that the roads they plan to work on this coming year are: Mountain View, Gage, Maple, Wells and Lawson. Roads may be added or deleted depending on needs.

Public Safety: Supervisor Tidball stated that all the fire companies and emergency service workers that responded to the large house fire on Darby Hill did a great job.

Parks: Council Member Wenzel reported that he attended the park meeting Tuesday night and that Elaine McCarthy is willing to run the summer park program again this year. They are looking at a start day of July 6th for the program which will run for five weeks. Council Member Wenzel also reported that he reviewed a list of improvements that the park committee would like to see happen at the parks. The park committee would also like to make improvements to the Town Forest on Lake Road and will be looking for volunteers. Possibly a Boy Scout Troop or National Honor Society.

Sewer District #1, 2 & 3: Council Member Senecal reported that they are just handling standard maintenance issues and that there have not really been any problems. Bill Brown from Delaware Engineering gave a report. (See Attached)

Technology: Council Member Ganther reported that there is not much going on. He set up email addresses for all Duanesburg Town employees.

Business Meeting:

Resolution 34-20: Supervisor Tidball motioned, seconded by Council Member Ganther to adopt Local Law No. 1 of 2020 establishing a temporary moratorium on major solar facilities in Town. Motion carried, 5 ayes

Resolution 35-20: Council Member Ganther motioned, seconded by Council Member Senecal to approve and authorize the Town Supervisor to execute the proposed PILOT Agreements. Motion carried, 5 ayes

Resolution 36-20: Council Member Potter motioned, seconded by Council Member Senecal to approve and authorize the Town Supervisor to execute the certificate requesting the disbursement of \$7,748.13 to Delaware Engineering for project costs.

Motion carried, 5 ayes

Privilege of the Floor: Opened at 7:42 p.m.

Lynn Bruning of Duanesburg Road thanked Council Member Ganther for getting the email accounts set up for everyone at Town Hall.

Charles Parker of Esperance Station Road asked what the plans were of the Town Board for this year and many other questions.

Floor Closed: 7:50 p.m.

Supervisor Tidball motioned, seconded by Council Member Potter to go into executive session to discuss litigation.

Motion carried, 5 ayes

Supervisor Tidball motioned, seconded by Council Member Senecal to come out of executive session.

Motion carried, 5 ayes

8:30 p.m.

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday January 9, 2020 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, January 9, 2020 at 7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law No. 1 of 2020 entitled "2020 Temporary Moratorium Law on Major Solar Energy Systems." The proposed revised and reintroduced local law would establish a temporary moratorium on the review of major solar facilities to give the Town Board sufficient time to evaluate the existing law and to make changes to that law if warranted; the Local Law was reintroduced to remove reference to the RER Energy group solar project and to clarify the Town Board's intent with respect to the remaining exempted projects.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Clerk

Susan Biggs
Duanesburg Road

January 9, 2020

Supervisor Tidball and the Town Board,

I would like to wish you a Happy New Year and thank you for your service to the town I love so much.

This moratorium could have been enacted when the residents first requested it in August 2019. Unfortunately, the Town waited until November 14, 2019. At that time the residents were informed that all approved projects were excluded from the moratorium. There was no discussion. There were no options presented. Your actions are in insult to the residents that will be forced to view 65 acres of solar panels for the next 30 years.

I ask that you include the Oak Hill projects in the Moratorium.

Hopefully the Town will move forward to improve our solar law. I ask that you please include:

The Power Purchase Agreement should be in the application package. Knowing the terms, to whom and duration of electricity sales would allow the town to evaluate the viability of the project. Community solar projects are less stable than a contract with a single buyer for 10 years. Unstable projects and unproven developers may place the Town at risk.

Disclosure of Intent to Sell - How, when and what information is provided to the Town for the sale or transfer of the solar plant. Specifying how the Town can review the Operation and Maintenance contract as well as compliance is just one way to protect the Town and residents for the next 30 years.

Notification procedure should follow our 2001 Telecommunications Law and require a sign placed at the project site at the time of application. Solar projects impact more than the immediate parcels. Solar projects impact entire communities.

SEQR applications should be posted on the Town website so that the entire community is aware of any potential DEC violations for site disturbance. Solar developers want cleared land.

Supervisor Tidball and the Town Board,

Residents, including Susan Biggs, Josh Barnes and others began requesting a moratorium to strengthen our solar law in August of 2019. We were the ones most familiar with Eden Renewables Oak Hill solar plant application and were aware of the many errors and omissions that would impact our quality of life, safety and use of our properties. Supervisor Tidball suggested taking this discussion to the Planning Board. We learned from the minutes that they had not addressed the Comprehensive Plan update in over a year. At a Planning Board meeting we were told that this could be addressed when they started review of the Comprehensive Plan. We again petitioned the Town Board to imposed a solar moratorium. You informed residents that "Our solar laws are fine. They are not going to change."

On September 19, 2019 the Eden Renewables Oak Hill Solar 1 and 2 Resolution was read, edited and approved at one meeting. The residents were not provided an opportunity to read the document prior to approval. The Resolution is not in alignment with what was said at the September 19, 2019 Planning Board meeting. Conditions have been omitted and the acreage is incorrect.

November 14, 2019 the Town Board announced the proposed six month moratorium. At that meeting the residents were informed that all approved projects including Oak Hill were excluded. There was no discussion. There were no options. This was an insult to the neighbors that will have to view 65 acres of solar panels for the next 30 years.

Why did you choose to move forward in November? Did you learn of a proposed solar plant being sited next to your property? Was it due to elections? Once again the residents are left to question what is happening at Town Hall.

This moratorium should include Eden Renewables Oak Hill Power Plants. The Town could have acted to protect itself and the residents from this profit driven developer who "...maintains that evergreen screening is entirely un-necessary."

and "...that evergreen screening could be installed at a later date if and when it was deemed necessary." September 5, 2019 letter to the Planning Board.

The best way to avoid a problem is to make sure you don't have one in the first place.

For this we need strong laws to control solar growth in our community and a knowledgeable Planning Board that will justly enforce our laws for all residents.

I invite everyone here to please attend the Sensible Solar Summit that I am organizing for January 22 at Christ Church from 4 - 8 PM. The speaker will hopefully assist the Town in addressing our solar laws.

Thank you for your time and I will submit my statement to be included in the minutes in its entirety.

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

January 9 2020





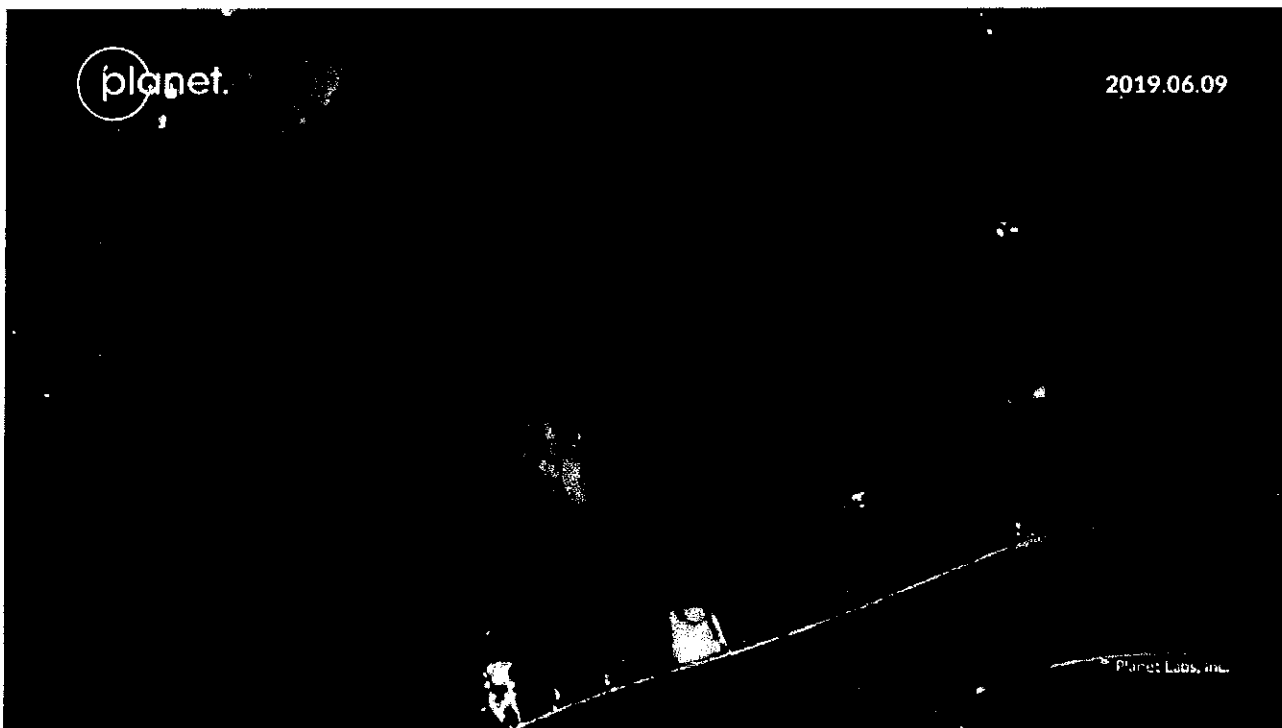


POSSIBLE CLEAR CUTTING AT OAK HILL SOLAR

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



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



CHRIST EPISCOPAL CHURCH
132 DUANESBURG CHURCHES ROAD
DUANESBURG, NY 12056

518-212-7749
DUANESBURGNEIGHBORS.COM

SENSIBLE SOLAR SUMMIT

RESPONSIBLE SITING
AND DEVELOPMENT OF
SOLAR POWER PLANTS

TARA DONADINO: CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

RICHARD PEREZ: ATMOSPHERIC SCIENCES RESEARCH CENTER SUNY

TRACY BOOMHOWER: COUNTRY VIEW REALTY

KIM ROSE: SAVING GREEN - ARTICLE 10 HECAFE IN COXSACKIE

LYNNE BRUNING: HOW TO RESEARCH THE SOLAR PLANT NEXT DOOR

INVESTOR:

ENVIRONMENT:

MUNICIPALITY:

JAN

22

4 - 8

Account#	Account Description	Fee Description	Qty	Local Share
	Freedom Of Information	Freedom Of Information	113	35.75
	Marriage License Fee	Marriage License Fee	1	17.50
	Misc. Fees	Certified Copies - Death	25	250.00
		Sub-Total:		\$303.25
A1255	Conservation	Conservation	4	4.42
		Sub-Total:		\$4.42
A2544	AFTER 30 DAYS	AFTER 30 DAYS	3	15.00
	Dog Licensing	Female, Spayed	17	238.00
		Female, Unspayed	4	88.00
		Male, Neutered	15	210.00
		Male, Unneutered	1	22.00
		Sub-Total:		\$573.00
B2555	Building Permits	Building Permits	4	750.00
	Subdivision	Subdivision	1	500.00
		Sub-Total:		\$1,250.00
Total Local Shares Remitted:				\$2,130.67
Amount paid to: NYS Ag. & Markets for spay/neuter program				47.00
Amount paid to: NYS Environmental Conservation				75.58
Amount paid to: State Health Dept. For Marriage Licenses				22.50
Total State, County & Local Revenues:			\$2,275.75	
		Total Non-Local Revenues:		\$145.08

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

Monthly Report December 2019

Submitted by: Dale Warner 12/7/20

Cory & Roger – Picked up new Sewer Department Service Truck 12/11/19

Dale – Registered Truck & plates Motor Vehicle 12/12/19

SD#1

Plant:

1. Cory & Andrew - Went into SBR Tank #2 – Repair broken wire on Actuator. 12/13/19
2. Cory – Greased Blowers – Routine Maintenance. 12/15/19
3. Cory – Plowed Snow 12/17/19
4. Cory & Andrew – SBR #1 removed and Greased Limit Switch - Routine Maintenance 12/27/19

Collection System:

1. Cory – 9613 Duanesburg Rd. Residential Grinder Pump – Pump tripped out, tested operation. 12/22/19

SD#2

Plant:

1. Cory & Andrew – Blue Diamond hauling sludge – Digester Tank #1 blowers not working. 12/11/19
2. Cory & Andrew – Blue Diamond pumped – Cleaned Digester Tank #2 12/12/19
3. Cory – Greased Blowers – Routine maintenance 12/14/19

Collection System:

1. Cory & Andrew – 7615 Mariaville Rd. Residential Grinder Pump – pumped basin, pulled pump and replaced pump, checked operation. 12/1/19
2. Cory – Plowed Snow 12/17/19
3. Cory - 648 S Shore Rd. Residential Grinder Pump - replaced On float, tested operation. 12/30/19
4. Cory – 1954 Weast Rd. Residential Grinder Pump – Pumped out Basin - Pulled pump removed cloth from pump – replaced starter capacitor. 12/30/19
5. Cory – 159 & 160 Pump Station – Pump #2 tripped out – reset and check operation. 12/30/19

SD#3

Collection System:

1. Cummings – Full Service of Generator per contract. 12/11/19



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

TOWN OF DUANESBURG, NY TOWN BOARD MEETING January 9, 2020

1. Duanesburg Sewer System - Sewer District #3

- Long Term Financing Closed – Town reimbursed for expended funds

2. Mariaville WWTP - Sewer District #2

- Grant Agreement In place with NYSDEC for WQIP grant to install UV Disinfection at WWTP
- Town will need to decide on plan of finance for the project (local ban). Will need to review options with Town Bond Counsel
- NYSDEC issued updated SPDES Permit for WWTP, additional testing required beyond prior permit

3. Delanson WWTP Long Term Improvements - Sewer District's #1 & #3

- Short Term Financing in place for the Long term improvements project
- Design underway
 - Project includes equalization tank, screen for rags/wipes, upgraded disinfection and controls
 - Estimated project cost ~\$1.8 million
- Engineering Invoice #1 submitted to Town, request authorization for Supervisor to sign EFC disbursement #2, and for invoice to be submitted to NYSEFC for issuance of funds to Town for payment

4. Duane Lake Sewer System

- NYSDEC contacted Town to inform of Duane Lake Sewer Project being eligible for funding under the Water Quality Improvement Program, with grant eligibility up to \$3 million
- Application would be required in Summer 2020, with results announced December 2020
- Application will require update of prior engineering report, and initiation of project to show readiness
- Town not obligated to complete project if funding isn't awarded, or if not seen as public benefit by Town Board
- Town and Delaware Engineering met with Duane Lake Association reps in December to review. Meeting with Lake Association members scheduled for January 28th at Fire Hall to gauge interest
- Delaware Engineering submitted proposal to update engineering report, including project costs based on a potential 2022 construction project, as well as assisting with project planning/application

5. Attachments

- Delanson Long Term Disbursement #2, including engineering invoice
- Duane Lake Proposal

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RESOLUTION ADOPTING LOCAL LAW No. 1 of 2020

RESOLUTION NO ~~34~~ 2020

January 9, 2020

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

WHEREAS, the Town Board has received recommendations for modifications to the regulation of major solar facilities in the Town from the Town Planning Board, the Zoning Board of Appeals and members of the public; and

WHEREAS, the Town Board introduced a proposed local law which would establish a temporary moratorium on the review of major solar facilities to give the Town Board sufficient time to evaluate the existing law and to make changes to that law if warranted (the "Proposed Local Law"); and

WHEREAS, a duly noticed public hearing was held on December 12, 2019 on the Proposed Local Law and the public hearing was continued until January 9, 2020 to afford the public additional time to comment on the Proposed Local Law; and

WHEREAS, a few revisions were made to the Proposed Local Law including removing the reference to the RER project in light of the Building Inspector's determination that the approval for that project had lapsed and clarifying the Town Board's intent with respect to the three remaining solar projects in the Town (the "Revised Proposed Local Law"); and

WHEREAS, adoption of the Revised Proposed Local Law enacting a temporary moratorium is a Type II action under SEQRA; and

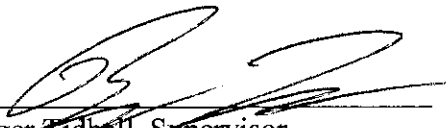
WHEREAS, each member of the Town Board received the attached Revised Proposed Local Law, now identified as Local Law No. 1 of 2020 at the Town Board meeting on December 26, 2019 when the Revised Proposed Local Law no. 1 of 2020 was reintroduced; and

WHEREAS, the Town Clerk duly published and posted a notice of public hearing on the Revised Proposed Local Law and the public hearing was held at the regular meeting of the Town of Duanesburg Town Board at the Town Offices at 5853 Western Turnpike, Duanesburg, NY 12056 on January 9, 2020 at 7:00 p.m. at which hearing the Town Board considered all comments on the proposed Local Law; and

WHEREAS, the Local Law was duly referred to Schenectady County Planning; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby adopts the attached Local Law no. 1 of 2020 establishing a temporary moratorium on major solar facilities in the Town and directs that the Local Law be filed with the NYS Secretary of State.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 9, 2020.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: *Supervisor Tidball, Council Member Gauthier, Council Member Potter, Council Member Ward*
Absent: *and Council Member Senecal*

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
William Wenzel	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

Town of Duanesburg

Local Law No. 1 of the year 2020

A local law enacting a temporary moratorium on Major Solar Energy Systems Authorized under Local Law 1 of the year 2016

Be it enacted by the Town Board of the Town of Duanesburg as follows:

**SECTION I.
SHORT TITLE**

This local law shall be cited as Local Law # 1 of 2020 of the Town of Duanesburg and is entitled the “2020 Temporary Moratorium Law on Major Solar Energy Systems.”

**SECTION II.
LEGISLATIVE FINDINGS**

The Town Board seeks to carefully review the Town Zoning Code and Local Law #1 of 2016 which allows the establishment of Major Solar Energy Systems in the Town of Duanesburg. The Town has approved several of these Major Solar Energy Systems and believes that the Town of Duanesburg Zoning Code and Local Law #1 of 2016 should be evaluated in light of the Planning Board and Zoning Board experience in reviewing these projects and to protect and promote the public health, welfare and safety within the Town of Duanesburg. The Town is also in the process of evaluating and updating its existing comprehensive plan which may provide further guidance on the need for any changes or improvements to the Town Zoning Law as it applies to Major Solar Energy Systems. This moratorium is necessary in order to temporarily prohibit the establishment of additional Major Solar Energy Systems in the Town to preserve the status quo while affording the Town Board sufficient time to evaluate and to amend the Town Zoning Law and Local Law #1 of 2016 as they relate to Major Solar Energy Systems.

**SECTION III.
AUTHORITY**

This moratorium is enacted by the Town Board of the Town of Duanesburg pursuant to its authority to adopt local laws under Article IX of the New York State Constitution and Municipal Home Rule Law Section 10.

**SECTION IV.
MORATORIUM**

- (A) For a period of six (6) months from the effective date of this Local Law, no applications for Major Solar Energy Systems shall be accepted or considered by the Planning Board of the Town of Duanesburg.

- (B) This moratorium may be extended by one (1) additional period of up to six (6) months by resolution of the Town Board upon a finding of the necessity for such extension.

SECTION V.
EXEMPTIONS TO MORATORIUM

The foregoing restriction shall not apply to the following: three Major Solar Energy Systems have been approved by the Town Planning Board: (A) Onyx on Alexander Road, which has been constructed and which is under operation; and (B) the two Oak Hill Solar Projects proposed by Eden Renewables which have been approved by the Town Planning Board and which have not commenced construction. This moratorium does not apply to these listed projects or to any further Town Board, Planning Board, Zoning Board of Appeals or administrative action on these projects.

SECTION VI.
VARIANCES.

The Town Board shall have the authority, after a public hearing, to vary or modify the application of any provision of this Local Law upon its determination that strict application of this Local Law would impose practical difficulties or extraordinary hardships upon an applicant and that the variance granted would not adversely affect the health, safety or welfare of the citizens of the Town or significantly conflict with the general purpose and intent of this Local Law. Any request for a variance shall be in writing and filed with the Town Clerk and shall include a fee of Two Hundred Fifty Dollars (\$250.00) for the processing of such application. All such applications shall promptly be referred to the Town Board, which shall conduct a Public Hearing on the application on not less than five (5) days public notice and shall make its decision within thirty (30) days after the close of the Public Hearing.

SECTION VII.
SEVERABILITY

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

SECTION VIII.
REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this Local Law are hereby superseded and suspended for the duration of this moratorium and for any additional period that this Local Law is extended. This Local Law also supersedes, amends and takes precedence over any inconsistent provisions of New York State Town Law, the Town's Municipal Home Rule powers, pursuant to Municipal Home Rule Law Sections 10 and 22. The Town Law provisions intended to be superseded include all of the Article 16 of the Town Law, Sections 261-285 inclusive and any other provision of law that the Town may supersede pursuant to the Municipal Home Rule Law and the Constitution of the State of New York. The courts are directed to take notice of this legislative intent and to apply such intent in the event the Town has failed to

specific any provisions of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provision had it been apparent.

SECTION IX.
EFFECTIVE DATE

This Local Law shall take effect immediately, as provided by law, upon filing with the New York State Secretary of State.

Town of Duanesburg Town Board

RESOLUTION NO. 35 - 2020

January 9, 2020

WHEREAS, OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC have submitted Notices of Intent to the Town of Duanesburg (the "Town") to build and operate "Solar Energy Systems" as defined in New York Real Property Tax Law ("RPTL") Section 487 (the "Projects") on a parcels of land located within the Town at 13686 Duanesburg Road, Duanesburg, NY (SBL # 74.00-2-5.2) and 13590 Duanesburg Road Delanson, NY (SBL # 74.00-2-5.1), respectively; and

WHEREAS, the Town has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487(9)(a), the Town has indicated its intent to require, a Payment in Lieu of Taxes ("PILOT") Agreement with the owners, under which OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC (or any successor owner of the Projects) will be required to make annual payments to the Town of Duanesburg for each year during the term of the proposed PILOT Agreements; and

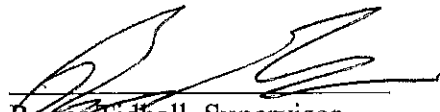
WHEREAS, OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC have submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating their eligibility for a real property tax exemption pursuant to RPTL Section 487; and

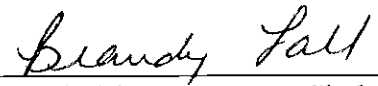
WHEREAS, during the term of the proposed PILOT Agreements, the Projects will be placed on the exempt portion of the assessment roll and OAK HILL SOLAR 1, LLC and OAK HILL SOLAR 2, LLC will not be assessed for any statutory real property taxes for which they might otherwise be subjected under New York law with respect to the Projects.

WHEREAS, for purposes of review under the State Environmental Quality Review Act ("SEQRA"), the Town of Duanesburg Planning Board, as Lead Agency, issued a Negative Declaration finding that Projects will not cause a significant adverse environmental impact;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the proposed PILOT Agreements attached hereto.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 9, 2020.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Gauthier, Council Member Potter, Council Member Senecal
Absent: Council Member Wenzel

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

RECEIVED
FEB 18 2020
TOWN OF DUANESBURG
TOWN CLERK

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

TOWN OF DUANESBURG

and

OAK HILL SOLAR 2, LLC

Dated as of January 9, 2020

RELATING TO THE PREMISES LOCATED AT 13686
DUANESBURG ROAD DELANSON, NY (TAX MAP 74.00-2-5.2)
IN THE (TOWN OF DUANESBURG, SCHENECTADY COUNTY,
NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this "Agreement"), effective as of the date on the cover page, above, by and between OAK HILL SOLAR 2, LLC, a limited liability company (herein "Owner"), with a principal place of business located at 333 Broadway, Suite 460, Troy, NY 12180, and the Town of Duanesburg, New York, (the "Town"), a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056. The Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately five (5) megawatts AC on a parcel of land located within the Town at 13686 Duanesburg Road Delanson, NY and identified as SBL # 74.00-2-5.2, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487 (the "Exemption"); and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing

Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. [Intentionally omitted].

4. [Intentionally omitted].

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 (4), the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction as of the first Taxable Status Date following the later of (a) the date of commencement of the construction of the Project, or (b) the date which Owner has filed a Real Property Tax Exemption Form (RP 487) with the Assessor responsible for the Taxing Jurisdiction (the "Commencement Date").

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive Fiscal Tax Years (the "Term"). Annual Payments (as hereinafter defined) may not exceed the amounts that would otherwise be payable but for the Exemption. The Term shall commence on the Commencement Date and shall end on the day immediately preceding the date which is the fifteenth anniversary of the Commencement Date. The first annual PILOT Payment shall be in the amount of \$1,625 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement, without demand therefor and without abatement, deduction or set-off except as otherwise expressly provided in this Agreement. Any failure of the Taxing Jurisdiction to issue a bill to Owner for Annual Payment shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) For the purposes of this Agreement, (a) "Fiscal Tax Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31; and (b) "Taxable Status Date" shall mean March 1st of each Fiscal Tax Year.

3. Change in Capacity at Mechanical Completion; Adjustments to Payments. To the extent that the Capacity of the Project is more or less than five (5) megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date, the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or infrastructure, or the addition of new Project equipment or infrastructure, Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Duanesburg and mailed to the Town of Duanesburg, c/o the Town of Duanesburg Supervisor's Office, located at 5853 Western Turnpike Duanesburg, NY 12056 and are due no later than January 31st of each Fiscal Tax Year (the "Annual Payment Date").

All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late real property tax payments under New York Law ("Interest"). Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of any unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot.

(a) Following the Commencement Date, the Assessor of the Taxing Jurisdiction shall assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

(b) The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any ad valorem real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes; provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project and/or Property; and provided, further, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdiction throughout the Term of this Agreement.

(c) Provided that the Project is placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction during each Fiscal Tax Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Property pursuant to Article 7 of the RPTL.

7. No Assignments Without Prior Notice: Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdiction, in its sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Schenectady County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Oak Hill Solar 2, LLC
c/o Eden Renewables
333 Broadway, Suite 460
Troy, NY 12180

If to the Taxing Jurisdiction:

Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by notice to the Taxing Jurisdiction. Upon receipt of a notice of termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for all Annual Payments due in the Fiscal Tax Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Tax Year, the Annual Payment for such Fiscal Tax Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

(a) Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date;

(b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to

time and as often as may be deemed expedient.

(c) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

OAK HILL SOLAR 2, LLC

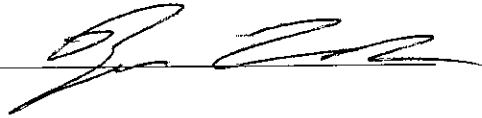
By: Nicole LeBlanc

Nicole LeBlanc
Name

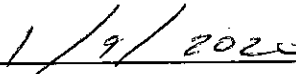
Authorized Signatory
Title

February 10, 2020
Date

TOWN OF DUANESBURG

By: 

Supervisor



Date

EXHIBIT A

Description of Property



**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;
-

ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7821 (F) 518.371.9540 edpllp.com

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

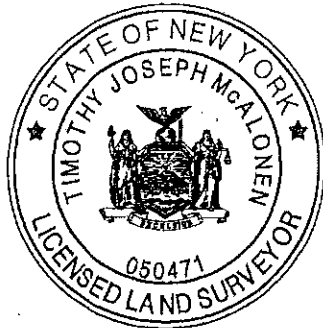
8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

EXHIBIT B

Fiscal Tax Year	Payment Amount
Year 1 - 2021	\$8,125.00
Year 2 - 2022	\$8,287.50
Year 3 - 2023	\$8,453.25
Year 4 - 2024	\$8,622.32
Year 5 - 2025	\$8,794.76
Year 6 - 2026	\$8,970.66
Year 7 - 2027	\$9,150.07
Year 8 - 2028	\$9,333.07
Year 9 - 2029	\$9,519.73
Year 10 - 2030	\$9,710.13
Year 11 - 2031	\$9,904.33
Year 12 - 2032	\$10,102.42
Year 13 - 2033	\$10,304.46
Year 14 - 2034	\$10,510.55
Year 15 - 2035	\$10,720.76

RECEIVED
FEB 18 2020
TOWN OF DUANESBURG
TOWN CLERK

PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEMS

between

TOWN OF DUANESBURG

and

OAK HILL SOLAR 1, LLC

Dated as of January 9, 2020

RELATING TO THE PREMISES LOCATED AT 13590
DUANESBURG ROAD DELANSON, NY (TAX MAP 74.00-2-5.1)
IN THE (TOWN OF DUANESBURG, SCHENECTADY COUNTY,
NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this "Agreement"), effective as of the date on the cover page, above, by and between OAK HILL SOLAR 1, LLC, a limited liability company (herein "Owner"), with a principal place of business located at 333 Broadway, Suite 460, Troy, NY 12180, and the Town of Duanesburg, New York, (the "Town"), a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056. The Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately five(5) megawatts AC on a parcel of land located within the Town at 13590 Duanesburg Road Delanson, NY and identified as SBL # 74.00-2-5.1, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487 (the "Exemption"); and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.
4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing

Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. [Intentionally omitted].

4. [Intentionally omitted].

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 (4), the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction as of the first Taxable Status Date following the later of (a) the date of commencement of the construction of the Project, or (b) the date which Owner has filed a Real Property Tax Exemption Form (RP 487) with the Assessor responsible for the Taxing Jurisdiction (the "Commencement Date").

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive Fiscal Tax Years (the "Term"). Annual Payments (as herein defined) may not exceed the amounts that would otherwise be payable but for the Exemption. The Term shall commence on the Commencement Date, and shall end on the day immediately preceding the date which is the fifteenth anniversary of the Commencement Date. The first annual PILOT Payment shall be in the amount of \$1625 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement, without demand therefor and without abatement, deduction or set-off except as otherwise expressly provided in this agreement. Any failure of the Taxing Jurisdiction to issue a bill to Owner for Annual Payment shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) For the purposes of this Agreement, (a) "Fiscal Tax Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31; and (b) "Taxable Status Date" shall mean March 1st of each Fiscal Tax Year.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than five (5) megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date, the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or infrastructure, or the addition of new Project equipment or infrastructure, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

5. Payment Collection.

Payments for the Town shall be made payable to the Town of Duanesburg and mailed to the Town of Duanesburg, c/o the Town of Duanesburg Supervisor's Office, located at 5853 Western Turnpike Duanesburg, NY 12056 and are due no later than January 31st of each Fiscal Tax Year (the "Annual Payment Date").

All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late real property tax payments under New York Law ("Interest"). Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of any unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot.

(a) Following the Commencement Date, the Assessor of the Taxing Jurisdiction shall assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

(b) The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any ad valorem real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes; provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project and/or Property; and provided, further, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdiction throughout the Term of this Agreement.

(c) Provided that the Project is placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction during each Fiscal Tax Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the Assessment of the Property pursuant to Article 7 of the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdiction, in its sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Schenectady County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Oak Hill Solar 1, LLC
c/o Eden Renewables
333 Broadway, Suite 460
Troy, NY 12180

If to the Taxing Jurisdiction:

Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by notice to the Taxing Jurisdiction. Upon receipt of the notice of termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for all Annual Payments due in the Fiscal Tax Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Tax Year, the Annual Payment for such Fiscal Tax Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- (a) Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date;
- (b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver And Notice.

(a) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

OAK HILL SOLAR 1, LLC

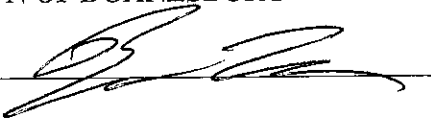
By: Nicole LeBlanc

Nicole LeBlanc
Name

Authorized Signatory
Title

February 10, 2020
Date

TOWN OF DUANESBURG

By: 

Supervisor

1/9/2020
Date

EXHIBIT A

Description of Land



SUGGESTED DESCRIPTION
LEASE PARCEL TO BE LEASED TO OAK HILL SOLAR 1, LLC
WITHIN A PRORTION 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.

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;
-

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

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.docx

EXHIBIT B

Year	Payment Amount
2021	\$8,125.00
2022	\$8,287.50
2023	\$8,453.25
2024	\$8,622.32
2025	\$8,794.76
2026	\$8,970.66
2027	\$9,150.07
2028	\$9,333.07
2029	\$9,519.73
2030	\$9,710.13
2031	\$9,904.33
2032	\$10,102.42
2033	\$10,304.46
2034	\$10,510.55
2035	\$10,720.76

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 36 -2020

January 9, 2020

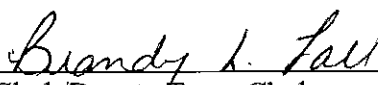
WHEREAS, the Town of Duanesburg (the "Town") retained Delaware Engineering, D.P.C. ("DE"), through a professional engineering services agreement (the "Agreement"), for services relating to the long-term improvements to the Delanson WWTP (the "Project") including, but not limited to, planning and/or design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

WHEREAS, the Town has entered into a Project Finance Agreement with the NYS Environmental Facilities Corporation (EFC) for the Project also known as SRF Project no.: C4-5469-06-00 and the Agreement authorizes the disbursement of funds to cover Project Costs including the attached invoice from DE accompanied by the supporting information; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to execute the attached certificate requesting the disbursement of \$7,748.13 to DE for Project Costs.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 9, 2020.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Date

1/9/2020
Date

Present: *Supervisor Tidball, Council Member Gauthier, Council Member Potter, Council Member Wenzel*
Absent: *+ Council Member Senecal*

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Gauthier	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

Delanson Long Term Disbursement #2

TOWN OF DUANESBURG
SRF Project No.: C4-5469-06-00
SUPPLEMENTAL CERTIFICATE

amending and supplementing the hereinafter defined Closing Certificate

Dated as of the 9 day of January, 20 20

I, the undersigned Chief Fiscal Officer of the Town of Duanesburg (the "Recipient") (as that term is defined in EXHIBIT E of the Project Finance Agreement), hereby certify and agree as follows:

1. This Supplemental Certificate is being delivered pursuant to the Project Finance Agreement (the "Project Finance Agreement") dated as of December 5, 2019 between the New York State Environmental Facilities Corporation (the "Corporation") and the Recipient and the Closing Certificate dated as of December 5, 2019 and delivered by the Recipient (the "Closing Certificate"). In accordance with the Project Finance Agreement and the Closing Certificate, the Closing Certificate is hereby supplemented. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Project Finance Agreement.

2. The certifications made in paragraphs 2, 3, 7 and 8 of the Closing Certificate are confirmed and remade as of this date.

3. The Corporation is hereby requested to fund a Disbursement under the Financing in the amount of \$ 7,748.13 for Project Costs. Upon the making of a disbursement under the Recipient Financing Instrument, the Corporation is authorized to record all or a portion of such Disbursement on the grid attached thereto. The Recipient agrees that the Corporation, in its sole discretion, may allocate all or a portion of each Disbursement to the Grant or the Maximum Principal Sum of the Recipient Financing Instruments, and may allocate any amounts drawn under this Financing among the Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described herein:

5. In the event that the Recipient intends to submit, or has submitted, to a Third-Party Funding Entity the Project Costs requested herein, the Recipient represents that all conditions precedent to such reimbursement required to have been performed as of the date hereof have been so performed. The Recipient covenants to perform all conditions required to be fulfilled subsequent to the date hereof in connection with such reimbursement.

6. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Financed Project under generally accepted governmental accounting standards.

7. This is Disbursement number 2 requested under the Financing and this Disbursement, if disbursed, together with the prior Disbursements requested, will not exceed the Maximum Amount.

8. The making of the Disbursement will not result in a Disbursement by the Recipient that will violate any State Constitutional, statutory or judicial limitation on the issuance of debt by the Recipient.

8. The Recipient hereby represents and warrants that it is not in default under the Project Finance Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Project Finance Agreement, that the making of the Disbursement requested by this Certificate has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the Disbursement hereby requested, which would preclude continued reliance upon the opinion of bond counsel to the Recipient rendered in connection with the Financing.

9. All amounts requested for Disbursement hereunder are for eligible Project Costs which have not been included in any previous Disbursement.

10. **(If requesting payment for costs of construction):**

(a) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(b) The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(c) The Disbursement requested does not include any costs of construction (other than costs of planning and design) which have not been accepted by Agency or the Corporation.

(d) The Disbursement requested does not include any costs for change orders which have not been accepted by the Agency or Corporation.

11. **(If requesting payment for costs associated with professional services agreement):**

(a) The Disbursement requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

(b) The Disbursement requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been accepted by the Agency or Corporation.

12. **(If requesting payment for costs associated with technical force account work):** The Disbursement requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been accepted by the Agency or Corporation.

13. **(If requesting payment for costs for equipment):** The Disbursement requested does not include any costs for equipment which have not been accepted by Agency or the Corporation.

14. The amount requested does not include any project costs associated with a Utilization Plan, EEO policy statement, or staffing plan as applicable, which has not been accepted by the Corporation.

15. The undersigned is duly authorized to execute and deliver this Supplemental Certificate on behalf of the Recipient.

16. The Recipient hereby represents and warrants that it is not a debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532. Further, the Recipient has not made any award, contract or agreement for purchases of goods or services with any debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532 or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.


17. The Recipient hereby represents and warrants that it has obtained a certification in the form of EXHIBIT N to the Project Finance Agreement from each contractor and subcontractor which has a contract financed hereunder which exceeds \$100,000 and that the Recipient has submitted to the Corporation each such contractor and subcontractor certification as required under 40 CFR Part 34.

18. If Davis-Bacon applies, the Recipient certifies, based on the payroll copies received to date, that this project is in compliance with the requirements of 29 CFR § 5.5(a)(1).

19. If an Arbitrage and Use of Proceeds Certificate is requested as part of this Financing, Recipient is in full compliance with such Arbitrage and Use of Proceeds Certificate and certifies that the representations, warranties and covenants contained in such Arbitrage and Use of Proceeds Certificate remain true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first set forth above.

TOWN OF DUANESBURG

By: 
Name: Roger Tidball
Title: Town Supervisor

SRF Project No.: C4-5469-06-00

Cost Summary

Duanesburg T, C4-5469-06-00

Request No. 2

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
< To Be Determined >		\$1,321,509.00	\$0.00	\$0.00	\$0.00	\$0.00	
Construction	Delanson WWTP Long-Term Upgrades	\$1,321,509.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
Delaware Engineering, D.P.C.	02/28/2019	\$320,894.70	\$320,894.70	\$70,894.70	\$70,894.70	\$250,000.00	
Engineering	Design	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	7,748.13
	As Built Drawing Preparation	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	
	Bid / Award	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	
	Construction Inspection	\$74,000.00	\$74,000.00	\$0.00	\$0.00	\$74,000.00	(conditioned)
	Construction Management / Administration	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	(conditioned)
	NYSEFC Contract Coordination	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	
	Preliminary Engineering	\$70,894.70	\$70,894.70	\$70,894.70	\$70,894.70	\$0.00	
Maxxofta & Vagianellis, PC	06/05/2019	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Bond Counsel	Bond Counsel	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Whiteman, Osterman & Hanna, LLP	06/05/2019	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Local Counsel	Local Counsel	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Miscellaneous	04/09/2019	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	
Other	Miscellaneous	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	

Cost Summary

Duanesburg T, C4-5469-06-00

Request No. 2

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency	04/09/2019	\$75,774.30	\$0.00	\$0.00	\$0.00	\$0.00	
Contingency	Estimate	\$75,774.30	\$0.00	\$0.00	\$0.00	\$0.00	(not releaseable)
New contracts (include copy of contract with request): _____ _____ _____							
PROJECT TOTALS FOR C4-5469-06-00:		\$1,773,178.00	\$375,894.70	\$80,894.70	\$80,894.70		

LESS OFFSETS:

TOTAL NET REQUESTED FOR THIS DISBURSEMENT: 7,748.13

Summary of SRF Funding for C4-5469-06-00 (all financings)	
Total Amount Financed by SRF:	\$ 1,336,383.00
Total Grant:	436,795.00
Total Project Costs Disbursed to Date:	80,894.70
PLUS: Cost of Issuance Disbursed:	0.00
Total SRF Funds Disbursed To Date:	\$ 80,894.70

Summary of SRF Funding for C4-5469-06-00 (current financing only)	
SRF Financing Amount:	\$ 1,336,383.00
Grant Amount:	436,795.00
Disbursed To Date:	80,894.70
Available Balance:	\$ 1,692,283.30



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 19-1712-1
Date 12/12/2019

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

For Services Rendered Through December 01, 2019

1 Design

	Units	Rate	Billed Amount
Maureen Seymour	1.50	115.00	172.50
Michael Primmer	8.50	155.00	1,317.50
William J. Brown	21.00	140.00	2,940.00
subtotal	31.00		4,430.00

REIMBURSABLES

	Units	Rate	Billed Amount
Mileage	720.00	0.58	417.60
Brian P. Clancy			
Mileage	233.00	0.58	135.14
FedEx			
FedEx			19.14
Reimbursables subtotal			571.88
Phase subtotal			5,001.88

6 NYSEFC Contract Coordination

	Units	Rate	Billed Amount
Kelly Ryan	9.25	85.00	786.25
William J. Brown	14.00	140.00	1,960.00
subtotal	23.25		2,746.25
Phase subtotal			2,746.25
Invoice total			7,748.13

Approved by:

William J. Brown



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

Town of Duanesburg

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

Invoice number 19-1712-1

Date 12/12/2019

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 607-432-8073/FAX 607-432-0432

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

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 1

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ 4,430.00	\$ -	\$ 4,430.00	
Reimbursable Expenses	\$ 571.88	\$ -	\$ 571.88	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 1	\$ 5,001.88	\$ -	\$ 5,001.88	\$ 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 607-432-8073/FAX 607-432-0432

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
6. Task 6 - NYSEFC Contract Coordination				
Labor	\$ 2,746.25	\$ -	\$ 2,746.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 6	\$ 2,746.25	\$ -	\$ 2,746.25	\$ 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	\$ 7,748.13	\$ 70,894.70	\$ 78,642.83	\$ 320,894.70
AMOUNT DUE FOR CURRENT SERVICES	\$ 7,748.13			
AMOUNT PAST DUE	\$ -			
TOTAL NOW DUE	\$ 7,748.13			
BUDGET BALANCE	\$242,251.87			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Duane Lake Proposal



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 3, 2020

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

Sub: Engineering Services Proposal
Duane Lake Sewer System

Dear Supervisor Tidball:

Delaware Engineering, D.P.C. is pleased to continue to support the Town of Duanesburg with civil engineering expertise, particularly relative to the potential for a sewer system for the neighborhood surrounding Duane Lake.

On December 18, 2019, a meeting was conducted with representatives of the Town Board and the Duane Lake Association as well as our staff. We discussed a grant opportunity that is available through the Non-Agricultural Nonpoint Source Abatement and Control Project Type Decentralized Wastewater Treatment Facilities for Failing On-Site Treatment Systems Project Subtype under the Water Quality Improvement Program. The maximum award is a \$3 million grant and a 25% match is also required. Applications for grant funds will be opened in May 2020 with an application deadline in late July 2020. Grant awards announcement would be expected in December 2020.

We were contacted by the NYSDEC regarding the match between this program's goals and the potential Duane Lake project. The DEC is seeking a model project for this program and has reached out to Duanesburg due to the advocacy of the Duane Lake Association and the preliminary engineering report (PER) prepared by Delaware Engineering to the DEC.

Unlike many programs, application to this aspect of the WQIP does not require that a sewer district is formed in advance of application; however, project readiness is a major factor in determining winning grant applications. To that end, applications must demonstrate that the sewer district and other matters can be accomplished within 12 months of grant award, in this case, by December 2021.

The PER for the Duane Lake sewer project was prepared in 2017, and included on the Clean Water State Revolving Fund (CWSRF) 2018 Intended Use Plan (IUP), receiving a score of 87 points. The score resulted in the project being deemed eligible for subsidized loan financing wherein long-term (20- or 30-year term) interest rates are set at 50% of

market rate. The Town resubmitted the project in 2019 and it remains on the IUP, continuing to be eligible for low cost, subsidized loan financing. Due to the limited number of users, the cost to implement the project is not currently feasible without substantial grant support.

In order to advance consideration of the opportunity afforded by the WQIP grant program, the engineering report, which would serve as the basis for the grant application, needs to be updated to match program requirements for WQIP and cost updates to match a likely project schedule are required. The report was prepared in 2017 with costs envisioned at that time. If the Town elected to proceed with the project in 2020, the schedule would likely include application for and award of grant funding in 2020, conduct of planning and design in 2021, and construction in 2022 or later. As a result, the PER costs should be reviewed to accommodate the five-year differential from original report to potential project schedule. In addition, the impacts of potential WQIP funding on project costs, and ultimately user costs, should also be assessed in the PER.

Additionally, steps necessary to prepare an application that is best suited for success should be considered and to the greatest extent possible completed by the Town. Evaluation of the grant application is based on the merits of the project in terms of how it will improve water quality, but also on readiness. The WQIP allows up to one year to complete necessary approvals such as SEQR and district formation; however if these processes can be at least started, the grant application will be viewed more favorably. Formal determinations can be made after funding award, as this will allow for better assessment the public benefit by the Town.

SCOPE OF PROFESSIONAL SERVICES

To advance consideration of the opportunity afforded by the WQIP grant as it relates to the potential Duane Lake sewer project, Delaware Engineering offers to provide the following professional services:

Base Services

Task 1 – Update Preliminary Engineering Report

1. Review existing report prepared in 2017 and adjust cost estimates assuming a potential 2022 construction project
2. Update report alternatives and recommendations to match goals and requirements of the Water Quality Improvement Program. The program provides funds for projects that utilize subsurface disposal only. The original report included this alternative, along with pumping wastewater to existing districts and a new wastewater treatment plant, neither of which would not be eligible projects under the WQIP funding program.
3. Revise the potential funding plan to identify WQIP funding, and apply potential grant from this program to project costs, with user rates identified.

4. Update project schedule based on assumption applying for and obtaining a grant from NYSDEC and CWSRF subsidized loan financing for the balance of the project costs.

Supplemental Services

Should the review of the updated engineering report be favorable to the Town and Duane Lake residents, additional professional services to support a funding application to the NYSDEC could be provided as follows.

Task 2 – Convert PER to Map/Plan/Report & Assist with initial steps towards Sewer District Formation

1. Based on review of PER with Town and Duane Lake residents, the Town may elect to proceed with positioning for applying for a WQIP grant in summer 2020. Initiating district formation would show readiness and better support the potential approval of the funding application by New York State. To that end, the PER would be modified to serve as a map/plan/and report, as defined by NYS Town Law 12A, for formation of a Town Sewer District. The map/plan/report would serve as a basis for conducting a public hearing to review the potential public benefit of the project. The Town board could elect to defer a determination regarding the formation of the district until after the potential grant funding award is made. Initiating the process of forming district, and holding a public hearing would show readiness in support of the application. Delaware will attend the public hearing and present the project to the Town Board and public, and assist the Town Board in response to the public as needed. Approval of district formation may be subject to review the State Comptroller's (OSC) office. It is anticipated that determination as to public benefit by the Board, and potential review by Comptroller's office would not occur until after funding determination/award is made; therefore, this scope of services does not include these steps or OSC review.

Task 3 – SEQR Coordination

1. Prepare Part One of the Long Environmental Assessment Form (EAF) for the project and submit to Town for review and initiation of the SEQR process for potential district formation and project implementation.
2. It is anticipated the Town Board would serve as lead agency and identify the project as a Type 1 action.
3. Assist the Town in conducting a coordinated review for the project. Circulate the part 1 EAF, along with project summary and relevant mapping and info to interested local, state, and federal agencies to confirm no objections to the Town Board serving as lead agency and inviting any comments that agency may have. NYS Office of Parks, Recreation, & Historic Preservation will be consulted in the review.
4. Assist the Town in completing parts 2 and 3 of the Long EAF, based on review of project specifics and comments from affected agencies. Assuming no objections are received or environmental thresholds are exceeded, it is anticipated a negative declaration for the project could be issued by the Town Board

Task 4 – Site Investigations

1. Review potential site locations for a subsurface treatment and disposal field with Town and Duane Lake residents. Assist the Town in providing temporary access agreement paperwork for relevant properties.
2. Upon written approval of access to potential sites by respective property owners, travel to prospective sites to conduct field investigations, notably soil percolation test. Request Town assistance with a backhoe or small excavator for conducting deep hole test (4' deep) to assess soil conditions and potential for use of the site for subsurface dispersal field.

Task 5 – Preparation of Funding Application

1. Prepare an application to NYSDEC's Water Quality Improvement Program program utilizing the online NYS system, the Consolidated Funding Application (CFA). It is anticipated that the system will be opened in late spring and that the final application will need be submitted in by July 2020.
2. Attached relevant maps and supporting documentation, including hearings, notices, environmental review etc.

SUMMARY OF COSTS

Delaware Engineering will complete the above listed professional services on a not-to-exceed basis as follows:

Base Services

Task 1 – Update Preliminary Engineering Report	\$1,750
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<u>Total – Base Professional Services:</u>	<u>\$1,750</u>
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Supplemental Services

Task 2 – Convert PER to Map/Plan/Report &	\$1,750
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Assist with District Formation

Task 3 – SEQR Coordination	\$2,500
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Task 4 – Site Investigations	\$1,250
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Task 5 – Preparation of Funding Application	\$1,250
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<u>Total Supplemental Services Cost</u>	<u>\$6,750</u>
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COMPENSATION

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate

Schedule in effect (for the year) at the time of the work. Compensation shall commence for services provided from the date of contract execution until completion of the work.

Total contract compensation shall not exceed **\$1,750** unless authorization is received from the Client to proceed to one or more aspects of the Supplemental Services.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

ADDITIONAL SERVICES

Additional services can be provided if deemed necessary and approved by the Owner. Compensation for additional services can be negotiated as needed. Additional work will be approved by the Owner prior to the execution of any additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

STANDARD CONTRACT TERMS AND CONDITIONS

The terms and conditions contained on the attached sheet apply to this contract.

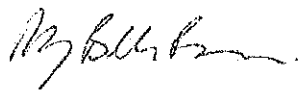
ATTACHMENTS

- 2019 Rate Schedule
- Standard Terms and Conditions

Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office.

Respectfully Submitted,

DELAWARE ENGINEERING, D.P.C.



Mary Beth Bianconi
Partner

The following endorsement accepts the terms of this proposal and authorizes Delaware Engineering D.P.C. to proceed with the work set forth above.

Town of Duanesburg – (Client)

By: _____
(Signature) (Title)

(Print Name) Date

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DELAWARE ENGINEERING, D.P.C.
ENGINEERING RATE SCHEDULE
YEAR 2019

Billing Category	Rate/Hour
Technical Typist / Administration	\$80 - \$90
Designer, Technician, Construction Inspector	\$100 - \$125
Senior Designer, Technician, Construction Inspector	\$120 - \$140
Senior Construction Manager	\$145 - \$175
Senior Project Manager	\$140 - \$165
GIS Specialist	\$120 - \$140
Engineer / Scientist / Planner I	\$100 - \$140
Engineer / Scientist / Planner II	\$140 - \$155
Engineer / Scientist / Planner III	\$145 - \$160
Senior Engineer / Scientist / Planner I	\$150 - \$165
Senior Engineer / Scientist / Planner II	\$160 - \$175
Senior Engineer / Scientist / Planner III	\$175 - \$195
Principal Engineer / Scientist / Planner	\$190 - \$210

Reimbursable Expenses:

- | | | | |
|-------------------------------------|--|----------------|--------------|
| 1. Mileage | @ Federal Rate | | |
| 2. Travel Expenses (Lodging, Meals) | @ Federal Per Diem Rate | | |
| 3. Telecommunications | @ Cost | | |
| 4. FedEx, UPS, US Postal, Courier | @ Cost | | |
| 5. Subcontract Management | @ Cost plus 5% | | |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) | | |
| 7. In-house Printing: | | <i>B&W</i> | <i>Color</i> |
| | A size - 8½" x 11" | \$ 0.0375 | \$.375 |
| | B size - 11" x 17" | \$ 0.10 | \$ 1.00 |
| | D size - 24" x 36" | \$ 0.50 | \$ 5.00 |
| | E size - 36" x 48" | \$ 1.00 | \$ 10.00 |
| | other sizes | \$ 0.10/s.f. | \$ 2.50/s.f. |

DELAWARE ENGINEERING, D.P.C.

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined.

3. SAFETY. ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

4. DELAYS. If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to the schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

7. RELATIONSHIP WITH CONTRACTORS. ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

9. INSURANCE. ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

11. INDEMNITIES. To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

12. LIMITATIONS OF LIABILITY. No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of the ENGINEER'S insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. ACCESS. CLIENT shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

14. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

15. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

16. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

17. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

18. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.

19. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

20. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

21. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

22. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

23. COMPENSATION. ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203.

24. ADDITIONAL SERVICES. Additional services can be provided if deemed necessary and approved by the CLIENT. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

Town of Duanesburg
Cash Transfer Requirements Per Fund

Fund	From	To	Amount
A	NBT-General Fund MM	NBT-Accounts Payable	\$ 30,135.94
B	NBT-General Fund MM	NBT-Accounts Payable	\$ 304.34
DA	NBT-Highway Fund MM	NBT-Accounts Payable	\$ 6,943.74
SS1	NBT-Sewer Dist 1	NBT-Accounts Payable	\$ 129,918.62
SS2	NBT-Sewer District 2	NBT-Accounts Payable	\$ 887.86
SS3	NBT-Sewer Dist 3	NBT-Accounts Payable	\$ 78,199.14
Total Transfer Amount			\$ 246,389.64

Town of Duanesburg Bills Analysis Report (09/01/2019 - 01/10/2020)

Date	Account Label / Account	Vendor	Bill#	Description	Object	Allocation	Amount
Fund : A-General Fund - Fund A							
10/15/2019	1410.400-Town Clerk-Contractual	V-000037-Business Automation Services Inc.	Jan20-123		4-Contractual		2,190.00
11/01/2019	1380.400-Fiscal-Fiscal Agent Fees	V-000261-BST & Co. CPAs, LLP	361913	Accounting Services for November 2019 - Implementation	4-Contractual		2,500.00
11/06/2019	1355.400-Assessor-Contractual	V-000162-NYS Office Of Real Property Tax Services	RP 19-153	RPS Annual Licensing Fee for Fiscal Year 2019-20	4-Contractual		1,300.00
12/18/2019	1620.400-Buildings-Contractual	V-000222-Time Warner Cable	969338701121819	Services between 12/17/19-01/16/20	4-Contractual		121.82
12/20/2019	1620.400-Buildings-Contractual	V-000259-Kings Midway Duane Septic Service	120319	Pump Out 1000 Gallon Septic Tank	4-Contractual		160.00
12/26/2019	1640.400-Central Garage-Contractual	V-000025-Bellevue Builders Supply	5197428	Account 3857682 - Fuel Tank	4-Contractual		47.27
12/26/2019	1640.400-Central Garage-Contractual	V-000025-Bellevue Builders Supply	5197406	Account 3857682 - Outdoor Fuel Shed	4-Contractual		90.90
12/29/2019	1620.400-Buildings-Contractual	V-000239-Verizon Wireless	9844939088	Service 11-24-19 to 12-23-19	4-Contractual		370.85
12/29/2019	1640.400-Central Garage-Contractual	V-000239-Verizon Wireless	9844939088	Service 11-24-19 to 12-23-19	4-Contractual		49.91
12/29/2019	7110.400-Parks-Contractual	V-000239-Verizon Wireless	9844939088	Service 11-24-19 to 12-23-19	4-Contractual		54.74
12/31/2019	1680.400-Data Processing-Contractual	V-000170-Omnis Computers & Reprographics	155059	Agreement Backup & Disaster Recovery	4-Contractual		125.00
12/31/2019	1920.400-Municipal Dues	V-000260-The Association of Towns	Town of Duanesburg	Annual Town Membership Dues	4-Contractual		1,100.00
01/01/2020	1380.400-Fiscal-Fiscal Agent Fees	V-000261-BST & Co. CPAs, LLP	361548	Accounting Services for December 2019 - Implementation	4-Contractual		2,500.00
01/01/2020	1620.400-Buildings-Contractual	V-000057-County Waste	15429440	Billing Period 01/01/2020- 01/31/2020	4-Contractual		292.29
01/01/2020	7110.400-Parks-Contractual	V-000112-Howe, Jennifer M	003423		4-Contractual		145.11
01/01/2020	1620.400-Buildings-Contractual	V-000228-Unifirst Corporation	0523811142		4-Contractual		0.95
01/01/2020	7110.400-Parks-Contractual	V-000228-Unifirst Corporation	0523811142		4-Contractual		0.95
01/01/2020	1355.400-Assessor-Contractual	V-000262-The Daily Gazette	2020 Renewal Account 122589	26 Week Renewal	4-Contractual		81.90
01/01/2020	1440.200-Engineer-Equipment	V-000067-Delaware Engineering, PC	19-1712-1		2-Equipment and Capital Outlay		7,748.13
01/02/2020	1670.400-Central Printing-Central Print/Mail	V-000132-Mailfinance	N8086127		4-Contractual		297.00
01/02/2020	1355.103-Assessor-Personal Svcs-Support	V-000147-Municipal Assessment Services LLC	010220	Real Property Tax Consulting Services for the Town of Duanesburg in Support of the Assessors Office	1-Personal Services		1,458.00
01/02/2020	0690-Overpayments & Clearing Account	V-000215-State Comptroller	4232420-2019-11-01		1-Personal Services		6,607.00
01/02/2020	7110.400-Parks-Contractual	V-000228-Unifirst Corporation	0523814056		4-Contractual		0.95
01/02/2020	1620.400-Buildings-Contractual	V-000228-Unifirst Corporation	0523814056		4-Contractual		0.95
01/03/2020	1640.400-Central Garage-Contractual	V-000025-Bellevue Builders Supply	5199112	Account 3857682	4-Contractual		44.46

Town of Duanesburg

Bills Analysis Report (09/01/2019 - 01/10/2020)

Date	Account Label / Account	Vendor	Bill#	Description	Object	Allocation	Amount
01/03/2020	1640.400--Central Garage-Contractual	V-000025--Bellevue Builders Supply	5199175	Account 3857682	4--Contractual		57.92
01/03/2020	1620.400--Buildings-Contractual	V-000025--Bellevue Builders Supply	5199186	Account 3857682	4--Contractual		21.58
01/06/2020	1640.400--Central Garage-Contractual	V-000025--Bellevue Builders Supply	5199626	Account 3857682 - Fuel Shed	4--Contractual		3.98
01/08/2020	1380.400--Fiscal-Agent Fees	V-000261--BST & Co. CPAs, LLP	362080	Accounting Services for January 2020	4--Contractual		2,500.00
01/08/2020	7110.400--Parks-Contractual	V-000112--Howe, Jennifer M	003416		4--Contractual		264.28
Total for A--General Fund - Fund A							30,135.94
Fund : B--General Fund B - Outside of Village							
01/01/2020	8010.400--Zoning-Contractual	V-000151--New York Planning Federation	14876	Town Membership Dues 2020	4--Contractual		270.00
01/01/2020	8010.400--Zoning-Contractual	V-000228--Unifirst Corporation	0523811142		4--Contractual		5.20
01/01/2020	8020.404--Planning-Board Expenses	V-000282--The Daily Gazette	90008-2394107	Public Hearing 12/13/19	4--Contractual		23.94
01/02/2020	8010.400--Zoning-Contractual	V-000228--Unifirst Corporation	0523814056		4--Contractual		5.20
Total for B--General Fund B - Outside of Village							304.34
Fund : DA--Highway Fund - Fund DA							
11/14/2019	5130.400--Machinery-Contractual	V-000060--Cummins North-east, Inc.	V9-22044	Customer 503741 Water Pump kit	4--Contractual		190.61
12/18/2019	5130.400--Machinery-Contractual	V-000156--Northern Supply Inc	080452	Sander Chain	4--Contractual		1,333.50
12/18/2019	5130.400--Machinery-Contractual	V-000216--Steel Sales Inc	198347		4--Contractual		462.00
12/26/2019	5142.400--Snow Removal-Contractual	V-000052--Cintas Corporation #617	4038412371	Account 13108423	4--Contractual		160.67
12/27/2019	5142.400--Snow Removal-Contractual	V-000254--Robert H. Finke & Sons, INC.	G38998	Rental of Doosan	4--Contractual		3,480.00
12/30/2019	5130.400--Machinery-Contractual	V-000255--H. L. Gage Sales Inc	01P7471	Mirror, Rear View	4--Contractual		507.08
12/30/2019	5130.400--Machinery-Contractual	V-000216--Steel Sales Inc	198539		4--Contractual		133.00
12/30/2019	5130.400--Machinery-Contractual	V-000256--Tracey Road Equipment	X201058052.01	Hydrolic Filter	4--Contractual		16.21
01/01/2020	5130.200--Machinery-Equipment	V-000202--Schenectady County	24671		2--Equipment and Capital Outlay		500.00
01/02/2020	5142.400--Snow Removal-Contractual	V-000052--Cintas Corporation #617	4039107817	Account 13108423	4--Contractual		160.67
Total for DA--Highway Fund - Fund DA							6,943.74
Fund : SS1--Sewer District #1 Quaker St-Delanson							
12/20/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000014--Amsterdam Riverfront Ace Hardware	19316416625	Customer 12366	4--Contractual		22.49
12/23/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70304		4--Contractual		247.11

Town of Duanesburg

Bills Analysis Report (09/01/2019 - 01/10/2020)

Date	Account Label / Account	Vendor	Bill#	Description	Object	Allocation	Amount
12/23/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70255		4--Contractual		66.34
12/29/2019	8130.465--Treatment/Disposal-Telephone Alarm Dialer	V-000239--Verizon Wireless	9844939088	Service 11-24-19 to 12-23-19	4--Contractual		22.27
12/30/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70337		4--Contractual		75.00
01/01/2020	8130.463--Treatment/Disposal-Maintenance & Repairs	V-000057--County Waste	15430365	Billing Period 01/01/2020- 01/31/2020	4--Contractual		129.53
01/01/2020	8110.400--Sewer Administration-Contractual	V-000228--Unifirst Corporation	0523811142		4--Contractual		16.33
01/02/2020	8130.464--Treatment/Disposal-Fuel Oil	V-000133--Main-Care Energy	2390730	Service Address-1376 Cole Rd WWTP	4--Contractual		327.02
01/02/2020	8110.400--Sewer Administration-Contractual	V-000228--Unifirst Corporation	0523814056		4--Contractual		12.53
01/08/2020	9730.600--Bond Anticipation-Principal	V-000257--M&T Bank	2001		6--Debt Principal		129,000.00
Total for SS1--Sewer District #1 Quaker St-Delanson							129,918.62

Fund : SS2--Sewer District #2 Mariaville

12/15/2019	8130.465--Treatment/Disposal-Telephone Alarm Dialer	V-000051--Centurylink	1482484648	Account 60828250	4--Contractual		2.54
12/20/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000014--Amsterdam Riverfront Ace Hardware	19316416625	Customer 12366	4--Contractual		6.75
12/20/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000014--Amsterdam Riverfront Ace Hardware	19316416625	Customer 12366	4--Contractual		15.75
12/23/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70304		4--Contractual		247.10
12/23/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70255		4--Contractual		66.33
12/29/2019	8130.465--Treatment/Disposal-Telephone Alarm Dialer	V-000237--Verizon	251-752-067-0001-68		4--Contractual		52.88
12/30/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70337		4--Contractual		75.00
01/01/2020	8130.463--Treatment/Disposal-Maintenance & Repairs	V-000057--County Waste	15430365	Billing Period 01/01/2020- 01/31/2020	4--Contractual		129.53
01/01/2020	8110.400--Sewer Administration-Contractual	V-000228--Unifirst Corporation	0523811142		4--Contractual		11.43
01/02/2020	8130.464--Treatment/Disposal-Fuel Oil	V-000133--Main-Care Energy	113825	Service Address-10101 Mariaville Rd	4--Contractual		271.78
01/02/2020	8110.400--Sewer Administration-Contractual	V-000228--Unifirst Corporation	0523814056		4--Contractual		8.77
Total for SS2--Sewer District #2 Mariaville							887.86

Fund : SS3--Sewer District #3 Duanesburg

12/21/2019	8130.465--Treatment/Disposal-Telephone Alarm Dialer	V-000237--Verizon	651-477-468-0001-14		4--Contractual		40.25
12/23/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70304		4--Contractual		247.10
12/23/2019	8130.429--Treatment/Disposal-Vehicle Repair	V-000044--Capitaland Truck Parts	70255		4--Contractual		66.33
12/29/2019	8130.465--Treatment/Disposal-Vehicle Repair	V-000239--Verizon Wireless	9844939088	Service 11-24-19 to 12-23-19	4--Contractual		22.27

Town of Duanesburg
Bills Analysis Report (09/01/2019 - 01/10/2020)

Date	Account Label / Ac- count	Vendor	Bill#	Description	Object	Allocation	Amount
12/30/2019	sal-Telephone Alarm Dialer 8130.429--Treatment/Dispo	less V-000044--Capitaland Truck Parts	70337		4--Contractual		75.00
01/01/2020	sal-Vehicle Repair 8130.463--Treatment/Dispo	V-000057--County Waste	15430365	Billing Period 01/01/2020- 01/31/2020	4--Contractual		129.53
01/01/2020	sal-Maintenance & Repairs 9730.600--Bond Anticipa- tion-Principal	V-000258--M & T Bank	5697		6--Debt Principal		77,610.00
01/01/2020	8110.400--Sewer Admin- Contractual	V-000228--Unifirst Corpo- ration	0523811142		4--Contractual		4.90
01/02/2020	8110.400--Sewer Admin- Contractual	V-000228--Unifirst Corpo- ration	0523814056		4--Contractual		3.76
Total for SS3--Sewer District #3 Duanesburg							78,199.14
Grand Total							246,389.64

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received 11-26-19
Case No. D-21-19
Returned 12-18-19

FROM: ☒ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality:
Town of Duanesburg

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

RECEIVED
SCHENECTADY COUNTY
2019 NOV 26 AM 11:00

ACTION: ☐ Zoning Code/Law Amendment ☐ Special Permit
☐ Zoning Map Amendment ☐ Use Variance
☐ Subdivision Review ☐ Area Variance
☐ Site Plan Review ☒ Other (specify) 6 month solar farm moratorium

PUBLIC HEARING OR MEETING DATE: December 12, 2019

SUBJECT: 6 month moratorium on solar farms to review the towns current local law.

RECEIVED
DEC 23 2019
BY: [Signature]

REQUIRED ENCLOSURES: 1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.
2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:
 - ☐ the boundary of any city, village or town;
 - ☐ the boundary of any existing or proposed County or State park or other recreation area;
 - ☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
 - ☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
 - ☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
 - ☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Melissa Deffer Title: Planning/Zoning Clerk
Address: 5853 Western Turnpike Duanesburg, NY 12056
E-mail: mdeffer@duanesburg.net Phone: (518) 895-2040

Date: _____

Signature



PLANNING & ZONING COORDINATION REFERRAL

Case No. D-21-19

Applicant Town Board

Referring Officer Melissa Deffer

Municipality Duanesburg

Considerations: Town-wide moratorium on the acceptance of applications for major solar energy systems.

RECOMMENDATION

Receipt of zoning referral is acknowledged on November 26, 2019. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

- ☐ *Approve of the proposal.
- ☒ Defer to local consideration (No significant county-wide or inter-community impact)
- ☐ Modify/Conditionally Approve. Conditions:

☐ Advisory Note:

☐ Disapprove. Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

12/16/19
Date

[Signature]
Ray Gillen, Commissioner
Economic Development and Planning

117 BLISS RD, SCHOHARIE, NY 12157
5,000.00 kW & 2000.00 kW AC SOLAR ELECTRIC SYSTEMS

1. AS COMBINED HEREIN, "CONTRACTOR" IS ASSIGNED TO BE BROWNSIDE SOLAR SYSTEMS, INC.
2. AND SUBCONTRACTOR IS BROWNSIDE'S INSTALLATION SUBCONTRACTOR.
3. THESE NOTES SET MINIMUM STANDARDS FOR CONSTRUCTION. THE DRAWINGS GOVERN OVER THESE NOTES TO THE EXTENT SHOWN.
4. ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING: LOCAL BUILDING CODE, LOCAL ELECTRICAL CODE, AND ANY OTHER REGULATING AGENCIES WHICH HAVE JURISDICTION OVER ANY PORTION OF THE WORK AND THOSE CODES AND STANDARDS LISTED THEREIN AND IN THE SUBCONTRACTOR AGREEMENT.
- 5.

THIS PROJECT CONSISTS OF THE INSTALLATION OF SOLAR MODULES PER THE SYSTEM DESCRIPTION. BELOW THE MODULES WILL BE INSTALLED ON A GROUND MOUNTED RACKING SYSTEM. THE MODULES WILL BE WIRING IN SERIES STRINGS TO COMBINER BOXES. WHEN THEY WILL BE WIRING IN PARALLEL. THE OUTPUT OF THE COMBINER BOXES WILL BE CONNECTED IN PARALLEL TO THE INVERTERS, WHICH CONVERT THE PHOTOVOLTAIC OUTPUT POWER FROM DC TO AC. THE SOLAR ELECTRIC SYSTEM WILL BE INTERCONNECTED WITH THE EXISTING SITE ELECTRICAL SYSTEM IN ACCORDANCE WITH THE APPLICABLE ELECTRIC CODE AND NATIONAL GRID NET REQUIREMENTS.

SHEET NUMBER	TITLE
1-1	TITLE PAGE
CML	CML NOTES
C-0-0	EXISTING CONDITION PLAN - OVERALL
C-1-0	TREE CLEARING PLAN
C-2-0	OVERALL SITE PLAN
C-3-0	LOADING AND MATERIALS PLAN
C-3-1	GRADING AND EROSION CONTROL PLAN
C-3-2	GRADING AND EROSION CONTROL PLAN
C-4-1	GRAVEL ROAD PLAN & PROFILE - 0+00 TO 18+00
C-4-2	GRAVEL ROAD PLAN & PROFILE - 18+00 TO 37+00
C-4-3	GRAVEL ROAD PLAN & PROFILE - 37+00 TO END
C-4-4	CML DETAILS
C-4-5	CML DETAILS
C-5-0	CLAYBETTER DETAILS PLAN
C-5-1	CONSTRUCTION SEQUENCE PLAN
C-6-0	LANDSCAPING PLAN
1-1-10	
ELECTRICAL	
E-2-1	AC SINGLE LINE DIAGRAM SITE 1
E-2-2	AC SINGLE LINE DIAGRAM SITE 2

- 2015 INTERNATIONAL BILLING CODE
- 2015 NEW YORK STATE JUDICIAL CODE SUPPLEMENT
- UL-1703 - SOLAR MODULES
- UL-1741 - INVERTERS, CHARGER BOXES
- UL-2033 - RACING MOUNTAIN SYSTEMS AND CLAMPING DEVICES FOR PYLONES

[illegible][illegible]

T-1
TITLE PAGE

RESOLUTION ADOPTING LOCAL LAW No. 1 of 2020

RESOLUTION NO. 24 2020

January 9, 2020

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

WHEREAS, the Town Board has received recommendations for modifications to the regulation of major solar facilities in the Town from the Town Planning Board, the Zoning Board of Appeals and members of the public; and

WHEREAS, the Town Board introduced a proposed local law which would establish a temporary moratorium on the review of major solar facilities to give the Town Board sufficient time to evaluate the existing law and to make changes to that law if warranted (the "Proposed Local Law"); and

WHEREAS, a duly noticed public hearing was held on December 12, 2019 on the Proposed Local Law and the public hearing was continued until January 9, 2020 to afford the public additional time to comment on the Proposed Local Law; and

WHEREAS, a few revisions were made to the Proposed Local Law including removing the reference to the RER project in light of the Building Inspector's determination that the approval for that project had lapsed and clarifying the Town Board's intent with respect to the three remaining solar projects in the Town (the "Revised Proposed Local Law"); and

WHEREAS, adoption of the Revised Proposed Local Law enacting a temporary moratorium is a Type II action under SEQRA; and


WHEREAS, each member of the Town Board received the attached Revised Proposed Local Law, now identified as Local Law No. 1 of 2020 at the Town Board meeting on December 26, 2019 when the Revised Proposed Local Law no. 1 of 2020 was reintroduced; and

WHEREAS, the Town Clerk duly published and posted a notice of public hearing on the Revised Proposed Local Law and the public hearing was held at the regular meeting of the Town of Duanesburg Town Board at the Town Offices at 5853 Western Turnpike, Duanesburg, NY 12056 on January 9, 2020 at 7:00 p.m. at which hearing the Town Board considered all comments on the proposed Local Law; and

WHEREAS, the Local Law was duly referred to Schenectady County Planning; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby adopts the attached Local Law no. 1 of 2020 establishing a temporary moratorium on major solar facilities in the Town and directs that the Local Law be filed with the NYS Secretary of State.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 9, 2020.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: *Supervisor Tidball, Council Member Gauthier, Council Member Potter, Council Member Ward*
Absent: *and Council Member Senecal*

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
William Wenzel	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

Town of Duanesburg

Local Law No. 1 of the year 2020

A local law enacting a temporary moratorium on Major Solar Energy Systems Authorized under Local Law 1 of the year 2016

Be it enacted by the Town Board of the Town of Duanesburg as follows:

**SECTION I.
SHORT TITLE**

This local law shall be cited as Local Law # 1 of 2020 of the Town of Duanesburg and is entitled the “2020 Temporary Moratorium Law on Major Solar Energy Systems.”

**SECTION II.
LEGISLATIVE FINDINGS**

The Town Board seeks to carefully review the Town Zoning Code and Local Law #1 of 2016 which allows the establishment of Major Solar Energy Systems in the Town of Duanesburg. The Town has approved several of these Major Solar Energy Systems and believes that the Town of Duanesburg Zoning Code and Local Law #1 of 2016 should be evaluated in light of the Planning Board and Zoning Board experience in reviewing these projects and to protect and promote the public health, welfare and safety within the Town of Duanesburg. The Town is also in the process of evaluating and updating its existing comprehensive plan which may provide further guidance on the need for any changes or improvements to the Town Zoning Law as it applies to Major Solar Energy Systems. This moratorium is necessary in order to temporarily prohibit the establishment of additional Major Solar Energy Systems in the Town to preserve the status quo while affording the Town Board sufficient time to evaluate and to amend the Town Zoning Law and Local Law #1 of 2016 as they relate to Major Solar Energy Systems.

**SECTION III.
AUTHORITY**

This moratorium is enacted by the Town Board of the Town of Duanesburg pursuant to its authority to adopt local laws under Article IX of the New York State Constitution and Municipal Home Rule Law Section 10.

**SECTION IV.
MORATORIUM**

(A) For a period of six (6) months from the effective date of this Local Law, no applications for Major Solar Energy Systems shall be accepted or considered by the Planning Board of the Town of Duanesburg.

- (B) This moratorium may be extended by one (1) additional period of up to six (6) months by resolution of the Town Board upon a finding of the necessity for such extension.

SECTION V. EXEMPTIONS TO MORATORIUM

The foregoing restriction shall not apply to the following: three Major Solar Energy Systems have been approved by the Town Planning Board: (A) Onyx on Alexander Road, which has been constructed and which is under operation; and (B) the two Oak Hill Solar Projects proposed by Eden Renewables which have been approved by the Town Planning Board and which have not commenced construction. This moratorium does not apply to these listed projects or to any further Town Board, Planning Board, Zoning Board of Appeals or administrative action on these projects.

SECTION VI. VARIANCES.

The Town Board shall have the authority, after a public hearing, to vary or modify the application of any provision of this Local Law upon its determination that strict application of this Local Law would impose practical difficulties or extraordinary hardships upon an applicant and that the variance granted would not adversely affect the health, safety or welfare of the citizens of the Town or significantly conflict with the general purpose and intent of this Local Law. Any request for a variance shall be in writing and filed with the Town Clerk and shall include a fee of Two Hundred Fifty Dollars (\$250.00) for the processing of such application. All such applications shall promptly be referred to the Town Board, which shall conduct a Public Hearing on the application on not less than five (5) days public notice and shall make its decision within thirty (30) days after the close of the Public Hearing.

SECTION VII. SEVERABILITY

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this Local Law shall not affect the validity of any other part of this Local Law which can be given effect without such invalid part or parts.

SECTION VIII. REPEAL OF OTHER LAWS

All local laws in conflict with provisions of this Local Law are hereby superseded and suspended for the duration of this moratorium and for any additional period that this Local Law is extended. This Local Law also supersedes, amends and takes precedence over any inconsistent provisions of New York State Town Law, the Town's Municipal Home Rule powers, pursuant to Municipal Home Rule Law Sections 10 and 22. The Town Law provisions intended to be superseded include all of the Article 16 of the Town Law, Sections 261-285 inclusive and any other provision of law that the Town may supersede pursuant to the Municipal Home Rule Law and the Constitution of the State of New York. The courts are directed to take notice of this legislative intent and to apply such intent in the event the Town has failed to

specific any provisions of law that may require supersession. The Town Board hereby declares that it would have enacted this local law and superseded such inconsistent provision had it been apparent.

SECTION IX.
EFFECTIVE DATE

This Local Law shall take effect immediately, as provided by law, upon filing with the New York State Secretary of State.