

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 February 11, 2021
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, Town Clerk Howe
Town Attorney Terresa Bakner

Pledge of Allegiance

Supervisor Tidball: ~~Ok tonight's board meeting Thursday February 11, 2021.~~

Supervisor Tidball: I need approval of minutes please.

Council Member Potter: I make the motion for approval of minutes for the Town Board Meeting on Thursday January 28, 2021.

Council Member Ganther: I'll second. Any discussion? Jen call the roll please.

Town Clerk Howe: Council Member Potter

Council Member Potter: Aye

Town Clerk Howe: Council Member Ganther

Council Member Ganther: Aye

SD#2 Fund:

\$978.85

SD#3 Fund:

\$533.71

Total To Be Paid:

\$27,917.49

Supervisor Tidball: Alright, we're going to go into Committee reports. We'll start off with Highway, Mr. Reed.

Highway:

Council Member Potter: I talked with Bill and he said the only thing he really needs to report is that they are out plowing and just keeping up with the equipment.

Supervisor Tidball: Ok, Public Safety. I don't have anything either. I missed the Zoom meeting. Nothing new with Public Safety, anything new with Park Committee?

Park Committee:

Council Member Wenzel: Park committee, we had a meeting earlier this week. A few things we discussed is: 1-working on the contract for the disc golf course and 2-the parks committee needs to have another member. We were thinking of maybe a student and wondered if there was an age requirement. Roger and Teressa will look into and get back to the Park Committee.

Anyone who is interested in being a part of the Park Committee can reach out to the Town Clerk for more information jhowe@duanesburg.net.

Sewer Districts:

Council Member Senecal: Ok, I talked with Dale and it has been very quiet. Nothing out of the ordinary at all. He is up to date with paperwork and he did order a new part for the Mariaville station. Other than that everything is good.

Supervisor Tidball: Ok. Mr. Brown is on. Just a couple of quick things on the ongoing sewer projects. The Delanson project the town board awarded the contract for that at the last meeting. We are trying to get the paperwork in order and will have a few more things for you

to sign roger. We will get that out to you when it is ready. Kind of the general idea is we will probably have a meeting with the town and the contractors probably the first start of March as the kickoff. The goal will be to get all the equipment ordered over the wintertime and then spring start construction on the tank and building. By summer hopefully the longer lead time equipment will be here so we can be putting that in over the summer. Wrap the job up by fall.

Bill Brown: Hello.

Supervisor Tidball: Ok, any comments or questions for Bill or any other sewer related issues?

Bill Brown: Thanks guys have a good night.

Supervisor Tidball: Thank you. IT John.

IT:

Council Member Ganther: Ok, Just a couple things. Brandy and I are working on trying to get the training setup for website maintenance. We do have some information; we did get a quote on cost: for half day training it is \$625 and for full day it is \$1250. The important thing we need to confirm is whether there is a limit on participants. A resident notified us that they saw a Verizon truck on Gage Rd. recently which is good news if you live on Gage Road and you do not have cable service or internet access. It probably means that they are doing pre-work on the poles there so that cable can be strung from them. Fingers crossed that good things will be happening over on Gage road soon. Our next broadband committee meeting is on Wednesday March 3rd at 6:30pm that will be held over Zoom and the public is always invited to those.

Supervisor Tidball: A few other things we are going to go over tonight. First, we will start off with a recap of what we had discussed on the Solar Law. 3C -was the suggesting of the board to make that a 100ft perimeter buffer. 3F- we wanted to add in exclusives of the access road. 3G- suggest a 15ft max. Abandonment-adding the decommissioning agreement to the law and make sure there is a letter of credit or a bond. Escalation clause-they usually use a 2% escalation rate. We can look into referencing the Consumer Price Index and have them reevaluate instead of the fixed 2%. The next thing would be that we send it to the Planning Board for suggestions?

Town Attorney Bakner: I would amend the local law for the board to introduce and then it can go to county planning and the planning board for approval. We can add in for them to notify us

if they stop producing electric for a 6-month period. That would give us time to investigate maybe another company to take over it.

Supervisor Tidball: Planning Board and Zoning Board we are always looking for applicants. I was talking to Dale Warner to try and get suggestions on what we can do to get people. One of the things that came out of the conversation was to lower the amount of people on our boards. Currently we have 7 on each and it was suggested to lower it to 5. It would just require a local law change. It would be nice to get back to having a full crew with one or two alternates for each board. Myself, Mr. Senecal, Mr. Wenzel have all been on one of either the Planning or Zoning Boards, it is a great learning experience. It is also time and taking time away from people's families. Teresa will setup a local law amendment introduction for the next meeting.

Business Meeting:

Supervisor Tidball: Ok,

Supervisor Tidball: Motion to set a public hearing on February 25, 2021 to hear all persons interested in the subject concerning amending the Fire Protection Contracts.

Councilmember Potter: Second

Supervisor Tidball: Jen call the roll please.

Town Clerk Howe: Supervisor Tidball

Supervisor Tidball: Aye

Town Clerk Howe: Council Member Ganther

Council Member Ganther: Aye

Town Clerk Howe: Council Member Wenzel

Council Member Wenzel: Aye

Town Clerk Howe: Council Member Senecal

Council Member Senecal: Aye

Town Clerk Howe: Council Member Potter

Council Member Potter: Aye

Resolution 45-21 Supervisor Tidball motioned, seconded by Council Member Wenzel to set a public hearing on February 25, 2021 to hear all persons interested in the subject concerning amending the Fire Protection Contracts.

Motion carried, 5 ayes

Council Member Ganther: Motion to approve and authorize the Town to execute the revised License and Agreement With CivicPlus, LLC.

Councilmember Potter: Second

Supervisor Tidball: Jen call the roll please.

Town Clerk Howe: Council Member Ganther

Council Member Ganther: Aye

Town Clerk Howe: Council Member Wenzel

Council Member Wenzel: Aye

Town Clerk Howe: Council Member Senecal

Council Member Senecal: Aye

Town Clerk Howe: Council Member Potter

Council Member Potter: Aye

Town Clerk Howe: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 46-21: Council Member Ganther motioned, seconded by Council Member Wenzel to approve and authorize the Town to execute the revised License and Agreement with CivicPlus, LLC.

Motion carried, 5 ayes

Council Member Potter: Motion to approve and authorize the Town Supervisor to sign the agreement with Delaware engineering to design the UV disinfection system.

Councilmember Ganther: Second

Supervisor Tidball: Jen call the roll please.

Town Clerk Howe: Council Member Ganther

Council Member Ganther: Aye

Town Clerk Howe: Council Member Wenzel

Council Member Wenzel: Aye

Town Clerk Howe: Council Member Senecal

Council Member Senecal: Aye

Town Clerk Howe: Council Member Potter

Council Member Potter: Aye

Town Clerk Howe: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 47-21: Council Member Potter motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor to sign the agreement with Delaware engineering to design the UV disinfection system.

Motion carried, 5 ayes

Supervisor Tidball: Ok, at this time we are going to open up privilege of the floor.

Privilege of the floor:

Lynne Bruning: Read statement see attached.

Supervisor Tidball: Ok, if nothing else I will make the motion to adjourn.

Council Member Potter: Second it.

Supervisor Tidball: Alrighty. Any discussion? Jen please call the roll.

Town Clerk Howe: Supervisor Tidball

Council Supervisor Tidball: Aye

Town Clerk Howe: Council Member Potter

Council Member Potter: Aye

Town Clerk Howe: Council Member Ganther

Council Member Ganther: Aye

Town Clerk Howe: Council Member Wenzel

Council Member Wenzel: Aye

Town Clerk Howe: Council Member Senecal

Council Member Senecal: Aye

I, Jennifer Howe, 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 February 11, 2021 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Account#	Account Description	Fee Description	Qty	Local Share
	Misc. Fees	Certified Copies - Death	21	210.00
	septic repair	septic repair	1	50.00
		Sub-Total:		\$260.00
2110	Variance Application	Variance Application	3	300.00
		Sub-Total:		\$300.00
A2544	AFTER 30 DAYS	AFTER 30 DAYS	2	10.00
	Dog Licensing	Female, Spayed	15	210.00
		Female, Unspayed	2	44.00
		Male, Neutered	20	280.00
		Male, Unneutered	1	22.00
		Sub-Total:		\$566.00
B2555	Building Permits	Building Permits	6	185.00
	Special Use Permit	Special Use Permit	1	100.00
		Sub-Total:		\$1,285.00
Total Local Shares Remitted:				\$2,411.00
Amount paid to: NYS Ag. & Markets for spay/neuter program				44.00
Total State, County & Local Revenues:				\$2,455.00
Total Non-Local Revenues:				\$44.00

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 Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month January 2021.

Revenues

Fund	Amount
General Fund	\$ 34,725.03
Highway Fund	\$ 715.71
Fire Protection	\$ 0.00
Parks & Recreation	\$ 0.12
Parklands	\$ 5,298.37
Service Award	\$ 0.27
Sewer District #1	\$ 314,402.73
Sewer District #2	\$ 298,286.74
Sewer District #3	\$ 141,734.79
Total	<u>\$ 795,163.76</u>

Disbursements

General Fund	\$ 72,416.64
Highway Fund	\$ 45,614.26
Fire Protection	\$ 402,738.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 17,314.80
Sewer District #2	\$ 6,685.35
Sewer District #3	\$ 4,999.31
Total	<u>\$ 549,768.36</u>

Dated February 10, 2021

Supervisors Office – Town of Duanesburg

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION 45-21

February 11, 2021

WHEREAS, the Town has established Fire Protection District No. 2 and Fire Protection District No. 3 (the "Fire Protection Districts"); and

WHEREAS, the Town, pursuant to Town Law § 184, must provide for the furnishing of fire protection within the Fire Protection Districts; and

WHEREAS, the Town currently contracts with Mariaville Volunteer Fire Department, Inc. for fire protection services in Fire Protection District No. 2, the Burtonsville Volunteer Fire Department for fire protection services in Fire Protection District No. 3, the Village of Delanson for fire protection services in Fire Protection District No. 3, and the Village of Esperance for fire protection services in Fire Protection District No. 3 (the "Fire Protection Contracts"); and

WHEREAS, pursuant to Town Law § 184(8), by mutual consent of the contracting parties, and after a public hearing held pursuant to public notice, the Fire Protection Contracts may be amended, if the Town Board, after such hearing, shall determine, by resolution, that it is in the public interest to do so; and

WHEREAS, the Town wishes to amend the Fire Protection Contracts to ensure compliance with all applicable laws and the Town's insurance requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board shall meet and hold a public hearing on February 25, 2021 at 7:00 p.m. at the Town Hall, 5853 Western Turnpike, Duanesburg, New York, to hear all persons interested in the subject concerning amending the Fire Protection Contracts; and


BE IT FURTHER RESOLVED, The Town Board directs that Town Clerk to publish the Notice of Public Hearing, attached hereto, in the Schenectady Daily Gazette to appear once not less than ten (10) days before the date of the public hearing and the Town Clerk is also directed to cause a copy thereof to be posted on the sign board of the Town of Duanesburg, and the Town of Duanesburg website, not less than ten (10) days before February 25, 2021; and

BE IT FURTHER RESOLVED, pursuant to Town Law § 184(1-a)(b), the Town waives, in whole, the requirement that the parties providing fire services file any statement required by Town Law § 184(1-a)(a) because the subject contracts are ongoing and the Town is only seeking to amend the contracts.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 11, 2021.

Roger Tidball, Supervisor

Jennifer Howe, Town Clerk

Present: 
Absent:

Council 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

**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 located at 5853 Western Turnpike, on **Thursday, February 25, 2021 at 7:00 p.m.** for the purpose of hearing all persons interested in the matter of:

The Town amending its current contracts for fire protections services to ensure compliance with all applicable laws and the Town's insurance requirements.

The subject contracts include contracts with the Mariaville Volunteer Fire Department, Inc. for fire protection services in Fire Protection District No. 2, the Burtonsville Volunteer Fire Department for fire protection services in Fire Protection District No. 3, the Village of Delanson for fire protection services in Fire Protection District No. 3, and the Village of Esperance for fire protection services in Fire Protection District No. 3.

Persons may appear at the hearing in person via ZOOM or by agent, and may also submit written comments to the Town Board prior to or at such hearing.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: February 11, 2021

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION 46-21

February 11, 2021

WHEREAS, the Town wishes to renew the existing license and professional services agreement with CivicPlus, LLC, subject to certain revision; and

WHEREAS, the Town Board has determined that the agreement with CivicPlus is a professional services agreement not subject to competitive bidding; and

WHEREAS, has negotiated and prepared a revised License and Service Agreement with CivicPlus, LLC, effective February 11, 2021

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town to execute the revised License and Service Agreement with CivicPlus, LLC.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 11, 2021.


Roger Tidball, Supervisor


Jennifer Howe, Town Clerk

Present: ALH
Absent:

Council 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

License and Service Agreement

Date: August 15, 2020

Client: Town of Duanesburg, NY

Client Address: 5853 Western Turnpike, Duanesburg, NY 12056

Phone: (518) 895-8920

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, LLC ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A — Statement of Work ("SOW").

Recitals

Whereas, CivicPlus is the current primary website service provider for Client;

Whereas, the Client is currently under contract with CivicPlus, as an assignee of all Virtual Towns and Schools (dba Virtual Town Hall Holdings, LLC) customer contracts, for the website hosting services as set forth in the original License & Service Agreement signed on May 26, 2017; and

Whereas, CivicPlus and Client wish to renew the License and Services terms of Agreement as set forth in Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Term and Termination

1. This agreement shall be for a one-year period, starting at the Client's current annual renewal term (September 1, 2020), and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules or any other intellectual property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property"). CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Client assumes full responsibility of the content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.

Billing & Payment Terms

9. Renewal Term Annual Services, as set forth on Exhibit A, shall be invoiced in advance of each renewal term. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual Technology Fee increase.
10. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
11. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
12. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Marketing

14. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages and CivicPlus logo on the left of the URL / Website Address block.
15. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

Liability

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
20. Client shall comply with all applicable local, federal, and state laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Indemnification

21. In the event of any loss, damage or destruction to Client property as a result of the negligence, malicious acts or omissions of CivicPlus, its employees, subcontractors, suppliers or agents of any type, CivicPlus shall be liable therefor, and shall repair or replace said loss, damage or destruction at CivicPlus's cost..

To the fullest extent permitted by law, CivicPlus shall indemnify, defend, and hold harmless the Town of Duanesburg along with their respective officers, agents and employees and all other parties required of the contract from and against all third party claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from the negligence, malicious acts or omissions during the performance of CivicPlus's work under the Agreement; and any work order, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent attributable to the negligence or willful misconduct of CivicPlus .. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of CivicPlus or the rights of Town Of Duanesburg This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CivicPlus under any workers compensation acts, disability benefits acts or other employees benefits acts and includes any loss or injury suffered by an employee of CivicPlus or any others who claim to have directly or derivatively sustained injury or damages due to the injury to CivicPlus's employee. This indemnification shall be in addition to any indemnity liability imposed by the contract documents, and shall survive the completion of the work or the termination of the Agreement.

To the fullest extent permitted by law, CivicPlus shall also indemnify, defend, and hold harmless the Town of Duanesburg along with its officers, agents and employees and all other parties required of the contract from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, CivicPlus or any of its suppliers or subcontractor of any tier, failure to compensate any of its employees or independent contractors in accordance with any applicable federal, state or local law regarding payment of wages. CivicPlus's assumption of liability is independent from, and not limited in any manner by CivicPlus's insurance coverage obtained.

22. The following insurance requirements shall apply to CivicPlus:

Commercial General Liability (CGL)

- a. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate,. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent

contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract.

- b. The Town of Duaneburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the subcontractor, the sub-subcontractor or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. Additional Insured products and completed operations coverage maintained for 3 years after completion of the work.

Automobile Liability

- a. Business Automobile Liability with a combined single limit of not less than \$ 1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- b. The Town of Duaneburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

Umbrella/Excess Liability

- a. Umbrella / Excess Liability with limits not less than \$ 5,000,000 per occurrence / aggregate.
- b. Umbrella Liability must include as Additional Insured all entities that are Additional Insured on the CGL and Automobile Liability policies.
- c. Umbrella/Excess Liability shall apply on a primary and not contributory basis.

Workers Compensation and Employers Liability

- a. Employers Liability Insurance with limits not less than \$ 1,000,000 Each Accident for bodily injury by an accident \$ 1,000,000 Each Employee for injury by disease.
- b. Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is optional under the workers compensation act.

All insurance required must be with insurers licensed to conduct business in New York State and acceptable to the Town Of Duaneburg and all other parties as required by contract. All insurance shall be from an insurer with A.M. Best rating form A- to A+ or better.

Force Majeure

23. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its delay.

Miscellaneous


24. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
25. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By: 

By: _____

Name: Ryan Tibbitt

Name: Millard Rose

Title: Supervisor

Title: VP/General Manager, CivicCMS

Date: 2/16/2021

Date: _____

Town of Duanesburg Town Board

RESOLUTION NO. 47 - 2021

February 11, 2021

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

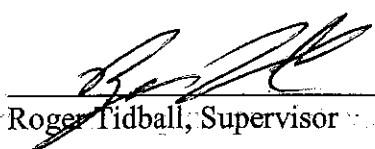
WHEREAS, the New York State Department of Environmental Conservation amended the New York State Pollutant Discharge Elimination System Permit for the Mariaville WWTP requiring that the Mariaville WWTP effluent be disinfected (the "Proposed Improvements"); and

WHEREAS, the Town wishes to enter a professional services agreement with Delaware Engineering, P.C., to construct the Proposed Improvements.

NOW THEREFORE BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the attached agreement with Delaware Engineering for design of the UV disinfection system; and

BE IT FURTHER RESOLVED, that the Town Supervisor shall not execute the attached agreement with Delaware Engineering for design of the Proposed Improvements until the Town has completed the process of securing financing for the Proposed Improvements which financing was previously approved in a bond resolution adopted by the Town Board of the Town of Duanesburg.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of February 11, 2021.



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

Present: ALL
Absent:

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

PROFESSIONAL SERVICES AGREEMENT

Mariaville WWTP Disinfection Improvements

This Agreement is by and between

Town of Duanesburg ("CLIENT")
5853 Western Turnpike
Duanesburg, NY 12056

and,

Delaware Engineering, D.P.C. ("ENGINEER")
28 Madison Avenue Extension
Albany, New York 12203

Who agree as follows:

The CLIENT hereby engages the ENGINEER to perform the services described in Part I ("Services") and the ENGINEER agrees to perform the Services for the compensation set forth in Part II. Work shall be conducted pursuant to the Standard Terms and Conditions provided as an attachment to this Agreement. The ENGINEER shall be authorized to commence the Services upon execution of this Agreement. The CLIENT and the ENGINEER agree that this signature page, together with Parts I-V and any attachments referred to therein, constitute the entire agreement between them relating to continuing Project assignments (Agreement).

APPROVED FOR CLIENT

By: 

Printed Name: Roger Tidball

Title: Super VBar

Date: 2/26/2021

APPROVED FOR ENGINEER

By: 

Printed Name: Mary Beth Bianconi

Title: Partner

Date: 1/25/2021

PART I PROJECT BACKGROUND

The Town of Duaneburg owns and operates a wastewater treatment plant located off of NYS Route 159. The WWTP treats collected wastewater from the Town's Sewer District #2 – Mariaville. In 2018 NYSDEC modified the State Pollutant Discharge Elimination System (SPDES) Permit for the facility to require disinfection be incorporated into the overall treatment process. Currently disinfection is not conducted at Mariaville, as it was not required by the NYSDEC until this modification was implemented. The timeline for compliance with the disinfection requirement is that plans be submitted to NYSDEC for review by May 2021, that construction start by May 2022, and that construction be completed and the new disinfection system in operation by May 2023.

In July 2018 the Town applied for funding from NYSDEC's water quality improvement program (WQIP) to offset project costs. To substantiate the application an engineering report was prepared by Delaware Engineering. The Town also authorized improvements to the facility under the NYS Town Law 202-b, with a public hearing and SEQR being conducted. A bond resolution was passed by the Town Board authorizing a project cost of up to \$400,000.

In December 2018 the Town was notified by NYSDEC that their application was successful, and were awarded a grant of up to \$300,000, or 75% of eligible project costs. The Town entered into a finance agreement with NYSDEC in September 2019 for this funding. The Town will need to obtain a BAN from a local bank for project costs estimated at \$400,000. They will be reimbursed up to \$300,000 of this value from NYSDEC. The Town will need to obtain long term financing (a Bond) for the balance of funds which are not covered by the NYSDEC WQIP grant.

This agreement has been prepared in accordance with the scope and budget in the July 2018 Engineering Report for this project.

PART II ENGINEER'S RESPONSIBILITIES

Delaware Engineering, DPC proposed professional services to be provided.

Task 1 – Design

Delaware will provide the following design services for the recommended plan as set forth in the July 2018 Engineering Report:

1. Preparation of bid documents with scope of work consistent with NYSDEC approved engineering report. Scope of work is notably:
 - a. New Ultraviolet disinfection system
 - b. Process piping modifications
 - c. New Flowmeter
 - d. Electrical Connections
 - e. SCADA connections

2. Travel to site to review existing conditions and gather additional information needed for design work.
3. Coordinate and review project work plan with the Town staff via site visits, telephone and email.
4. Review the recommended plan with the Town staff and confirm the scope of work, including likely storage and staging areas, tie-in connection details, desired order of work for the contractor, etc.
5. Prepare Contract Documents [i.e., plans and specifications] for one prime contracts (TD2-G-21 – General), for bidding in 2021 and construction in 2022, in accordance with NYS Municipal Law.
6. Obtain prevailing NYS and Federal (Davis Bacon) wage schedules
7. Prepare specifications to include bid notice/advertisement, information for bidders, work item descriptions, bid forms, bond requirements, agreement information, general conditions, special conditions, technical specifications, prevailing wage schedules & permits. It is anticipated that a storm water pollution prevention plan (SWPPP) will not be required and, as such, erosion and sediment control details will be included in the specifications.

Since funding for the construction work will be via NYDEC WQIP grant funds, NYSDEC funding agency requirements will be incorporated into the Specifications.

8. Prepare Contract Drawings.
9. Review Contract Documents with Town staff, and revise to address comments.
10. Forward up to three (3) sets of contract documents to NYSDEC for review and comment. Teleconference and/or meet with NYSDEC up to one time to review and obtain comments.
11. Review and address NYSDEC comments (up to one round of comments) and, if required, provide written response letter to each agency for their approval.
12. If required, forward up to three (3) sets of revised contract documents to NYSDEC for final approval.
13. Provide Town with an updated probable cost estimate (one time) at completion of design. Prior to completion of the design, the Engineer will, to the best of their ability, advise the Town if it is believed that the costs may exceed the project budget due to changes requested by NYSDEC, changes requested by the Town, updated cost information for materials or services, or other factors which become evident during design.
14. Engineer to coordinate directly with Town staff and will attend monthly Town Board meetings to apprise the Board of project activities.

Site Visits:

- To site – periodic
- To Town Board Meetings – monthly

Deliverables:

- Contract documents for Town and NYSDEC - for review and approval

Task 2 – Bid/Award

1. Prepare a bid notice and forward to Town Clerk for advertising in newspaper.
2. Prepare for and attend pre-bid meeting with Town and prospective contractors.
3. Respond to contractor questions and prepare and issue addenda as needed.
4. Attend bid opening at Town Hall.
5. Review received bids and prepare contract award recommendation. Submit to Town Board for consideration

Task 3 – Construction Management/Admin

1. Advise NYSDEC in writing of the construction schedule and schedule to commence construction.
2. Review and process contractor shop drawings and submittals (e.g., piping materials, layout drawings, technical information for materials and equipment, etc.) as necessary to confirm that the contractor is providing the required items.
3. Maintain two files for each prime contract containing contractor shop drawings and submittals. Provide one copy to the Town for use during construction and for future record purposes.
4. Prepare for and attend a preconstruction meeting with Town personnel, regulatory personnel, and awarded contractors to review status of project. NYSDEC will be invited to attend this meeting.
5. Design engineering staff will routinely visit the project site(s) to review progress of work.
6. Prepare construction progress reports and coordination meeting agendas including sign in sheets and project contact list and circulate to the Town and contractor.
7. Attend construction progress and coordination meetings to review the project progress and address issues with prime contractors and the Town. Coordinate the timing for the meetings to allow review of the draft contractor payment requests with the contractor.
8. Prepare a memo (i.e., minutes to the meeting) for each construction progress and coordination meeting, with sign-in sheet and project contact list as attachments, and circulate to the Town and contractors.
9. Review and process monthly contractor payment request including review of the draft “pencil” copy of the AIA forms, generation of final AIA payment request cover sheet form and spreadsheet form to substantiate the costs.
10. Submit recommendation for payment letter, with cost information (e.g., AIA forms, cost summary spreadsheet, etc.), for each contractor payment request to the Town.
11. Process project change orders.
12. Conduct Final Inspection with the Town, NYSDEC, and the contractors to confirm that the work has been successfully completed and to develop a punch list of remaining work if needed. Contractor will complete remaining work before submitting final payment request.

13. Prepare contract close-out package, including the certificate of substantial completion, contractor's affidavit of release of liens and final payment request and forward to the contractor and Town for processing. Forward fully executed copies to Town and contractor.
14. Develop letter and forward to NYSDEC, certifying that the project was constructed in accordance with the plans and specifications complete and include the Engineer's Certification of Completed Works form.
15. Prepare for and attend monthly Town Board Meetings at Town Hall to apprise the Town of project activities.

Deliverables:

- Construction commencement/schedule letter to NYSDEC
- Contractor Payment Requests – to Town
- Submittals/Shop Drawing Files – one copy to Town and one copy to onsite representative, one copy remains in Engineer's office
- Change Orders – to Town and NYSDEC
- Contractor Closeout package
- Construction certification letter

Task 4 – Construction Inspection

1. Provide regular on-site construction inspection services as the work proceeds.
2. Costs billed to the Town will be based upon actual on-site hours.
3. On-site representative will observe construction activities and contact Town Personnel to review progress regularly.
4. On-site representative will complete daily reports (forms will be provided by Delaware) and maintain them in a three-ring binder.
5. On-site representative will take daily, digital, date stamped, job photos and incorporate paper print outs of select photos into the daily report binder with the respective daily report. A digital copy of all photos will be forwarded to the Town at the completion of work.
6. Annotate and maintain one set of contract drawings to record as-built conditions and any changes. Provide to office staff at completion of work to facilitate preparation of as-builts.
7. Attend preconstruction, progress, and final inspection meetings.

Site Visits:

- To work site during construction

Deliverables:

- Daily report binder with daily reports and project photographs
- Markup of contract drawings - for as-built preparation to Engineer

Task 5 – As Built Drawing Preparation

1. Receive contractor red line plans and review.
2. Prepare final as built plans using contractor redlines and construction inspector logs and documentation
3. Submit final plans in hard copy and digital (CD) format to Town
4. Submit copy of as built plans to NYSDEC and NYSEFC

Task 6 – NYSDEC Contract Coordination

1. Prepare and submit Quarterly Reports and updates to NYSDEC
2. Prepare funding draws to NYSDEC for reimbursement of construction costs
3. Coordinate construction contractors MWBE documentation and submit to NYSDEC
4. Communications with NYSDEC and Town staff.

Deliverables:

- Utilization Plans and quarterly reports
- Funding Draws

PART III COMPENSATION, BILLING AND PAYMENT

The ENGINEER will invoice the CLIENT monthly on a time and materials basis in accordance with the rate schedule provided herein, which may be subject to annual escalation to a not to exceed amount of \$80,750. Payment is due 30 days from receipt of an invoice.

Task #	Task	Not to Exceed
1	Design	\$30,000
2	Bid/Award	\$7,500
3	Construction Management/Admin	\$15,000
4	Construction Inspection	\$17,500
5	As Built Drawing Preparation	\$2,500
6	NYSDEC Contract Coordination	\$8,250
Total		\$80,750

PART IV
STANDARD TERMS AND CONDITIONS

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 at which point, ENGINEER and CLIENT shall work together to amend the scope of services.

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 any schedule established in this Agreement, such schedule shall be amended in writing 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.

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 and reasonably acceptable to CLIENT. Certificates evidencing such coverage will be provided to CLIENT prior to commencement of services. 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 as between CLIENT and ENGINEER, 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, or willful misconduct. 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 reasonably 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 be governed by the applicable Statute of Limitations.

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 prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable litigation, or other dispute resolution, expenses from the other party.

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 in writing, in advance. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT in writing 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, 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.

PART V
2021 RATE SCHEDULE

DELAWARE ENGINEERING, D.P.C.
ENGINEERING RATE SCHEDULE
YEAR 2021

Billing Category	Rate/Hour
Technical Typist / Administration	\$85 - \$95
Designer, Technician, Construction Inspector	\$105 - \$130
Senior Designer, Technician, Construction Inspector	\$125 - \$145
Senior Construction Manager	\$150 - \$180
Senior Project Manager	\$145 - \$170
GIS Specialist	\$125 - \$145
Engineer / Scientist / Planner I	\$105 - \$145
Engineer / Scientist / Planner II	\$145 - \$160
Engineer / Scientist / Planner III	\$150 - \$165
Senior Engineer / Scientist / Planner I	\$155 - \$170
Senior Engineer / Scientist / Planner II	\$165 - \$180
Senior Engineer / Scientist / Planner III	\$180 - \$200
Principal Engineer / Scientist / Planner	\$195 - \$215

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 10% |
| 6. Other allowable costs | @ Cost (Plan Reproductions, Photographs, etc.) |

PO Box 160
Quaker Street, NY 12141

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

Transmitted via email: town clerk jhowe@duanesburg.net

February 11, 2021

Re: Oak Hill Solar 1 and 2 LLC Court Record omissions

Dear Supervisor Tidball,

Thank you for posting the January 28, 2021 Draft Town Board minutes, the January 19, 2021 Draft Zoning Board minutes and the January 21, 2021 Draft Planning Board minutes on the town website within two weeks of the respective meetings.

The record for Biggs v Eden Renewables Index Number 2019-2217, as submitted to the State of New York Supreme Court, Schenectady County by the Town of Duanesburg with an affidavit signed by Duanesburg Planning Clerk on November 27, 2019, is significantly different to documents that I have been provided by the town thru Freedom of Information requests.

First the court record omits site plan sheet 11 documenting the proposed tree planting plan. Court Record Exhibit 16 "Letter from EDP to the Planning Board dated September 5, 2019" includes Site Plan Sheets 1 - 10 which are found on pages 596 through 605. Each sheet contains a title block with sheets 1 - 10 and is stamped "ENTERED 9/17/2019 MD 2:30". (see Exhibit A)

On September 9, 2019 I stopped at Duanesburg Town Hall. The Town Building Inspector, Dale Warner, provided me with Eden Renewables September 5, 2019 submission which contained Site Plan Sheets 1 through 11. Additionally on February 11, 2020 the Town fulfilled my Freedom of Information request for a full size set of the Oak Hill Solar 1 and 2 site plan. The title block documents sheets 1 through 11. (see Exhibit B)

Second point of consideration is record Exhibit 21 "Additional Materials Received into the Record after September 19, 2019". This section contains two documents from New York State Energy Research and Development Authority (NYSERDA):

NYSERDA document for Oak Hill Solar 1, LLC "PRESENTATION TO PLANNING/ZONING BOARD FOR ENERGY STORAGE" it specifies that it is to be "ACKNOWLEDGED AND CONFIRMED BY MUNICIPALITY Planning/Zoning Board Member". The document is signed

by Dale Warner October 4, 2019 and is found on record page 739. It is stamped "RECEIVED OCT 7 2019" and documents Energy Storage Size MW (AC): 5MW AC, Energy Storage Technology Type: DC Coupled Lithium Ion and Solar Project Size, MW (DC) (if applicable): 7.5MW DC. (see Exhibit C)

NYSERDA document for Oak Hill Solar 2, LLC "PRESENTATION TO PLANNING/ZONING BOARD FOR ENERGY STORAGE" it specifies that it is to be "ACKNOWLEDGED AND CONFIRMED BY MUNICIPALITY Planning/Zoning Board Member". The document is signed by Dale Warner October 4, 2019 and is found on record page 740. It is stamped "RECEIVED OCT 7 2019" and documents Energy Storage Size MA (AC): 5MW AC, Energy Storage Technology Type: DC Coupled Lithium Ion and Solar Project Size, MW (DC) (if applicable): 7.5MW DC. (see Exhibit C)

Curiously, the court record omits the following documents that I obtained from the Town of Duanesburg through Freedom of Information on March 19, 2020 which indicate there is no battery energy storage at Oak Hill Solar.

"CONFIRMATION OF LOCAL LAND USE APPROVAL" "ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY" signed by Dale Warner on September 23, 2019. This document reflects that Oak Hill Solar 1, LLC "Solar Project Size (AC/DC) is 5MW/7.5MW". The following entry line for "Energy Storage Size AC" is left blank. The document is stamped "ENTERED 9/26/19 DW" (see Exhibit D)

"CONFIRMATION OF LOCAL LAND USE APPROVAL" "ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY" signed by Dale Warner on September 26, 2019. This document reflects that Oak Hill Solar 2, LLC "Solar Project Size (AC/DC) is 5MW/7.5MW. The following entry line for Energy Storage Size AC is left blank. The document is stamped "RECEIVED SEP 26 2019 M" (see Exhibit D)

My April 2019 letter to NYSERDA and cc'ed to the Town documents that Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC application, Full Environmental Assessment Form, Approved Resolution, Approved Site Plan, Negative declaration, and DEC Environmental Bulletin Notice do not include the words battery or energy storage. The town has not replied to my April 2020 correspondence.

Battery storage is of great importance to the abutting neighbors not only for fire hazard but that the required tractor trailer sized storage containers filled floor to ceiling with lithium ion batteries were not included in the site plan, site disturbance or storm water pollution prevention plan. Why are there New York State documents reflecting battery energy storage at Oak Hill?

The final point of consideration is found in Exhibit 16 "Letter from EDP to the Planning Board dated September 5, 2019" The court record includes only four out of six color image from Edens's visual analysis that Eden submitted to the Town September 5, 2019. Figure 2 page 677,

Figure 1 page 678, Figure 5 page 679, Figure 3 page 680 all figures are stamped "ENTERED 9/5/2019 DW". (see Exhibit F)

The record omits documents I received from the town through Freedom of Information. Figure 4 which documents the view of the solar array from the Biggs property line looking west and Figure 6 which documents that all shrubbery on Biggs parcel is deciduous. For your convenience color figures 1 through 6 as obtained by Freedom of Information are attached. (see Exhibit E)

Who assembled the documents submitted as the court record?

Who reviewed it?

Who submitted it?

Will the current owner/operator of Oak Hill Solar and the town be able claim that the court record is accurate for the Project even though critical documents in the record do not match documents that the town provided me through Freedom of Information?

I first addressed these discrepancies April 2020. I would like to see this matter resolved prior to the town issuing a building permit for Oak Hill Solar. I would like to know what the owner/operator intends to build and plant prior to construction.

On February 3, 2021 I emailed a letter to Supervisor Tidball and Planning Chairman Jeffery Schmitt concerning Oak Hill Solar 1, LCC and Oak Hill Solar 2, LLC emergency access road. For your convenience I've attached the letter to this correspondence. (see Exhibit F)

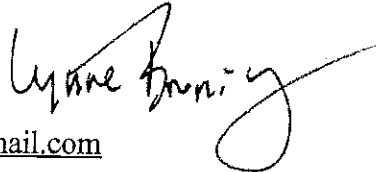
I look forward a written response to my email lynnebruning@gmail.com.

Thank you for your time and consideration.

Respectfully,
Lynne Bruning

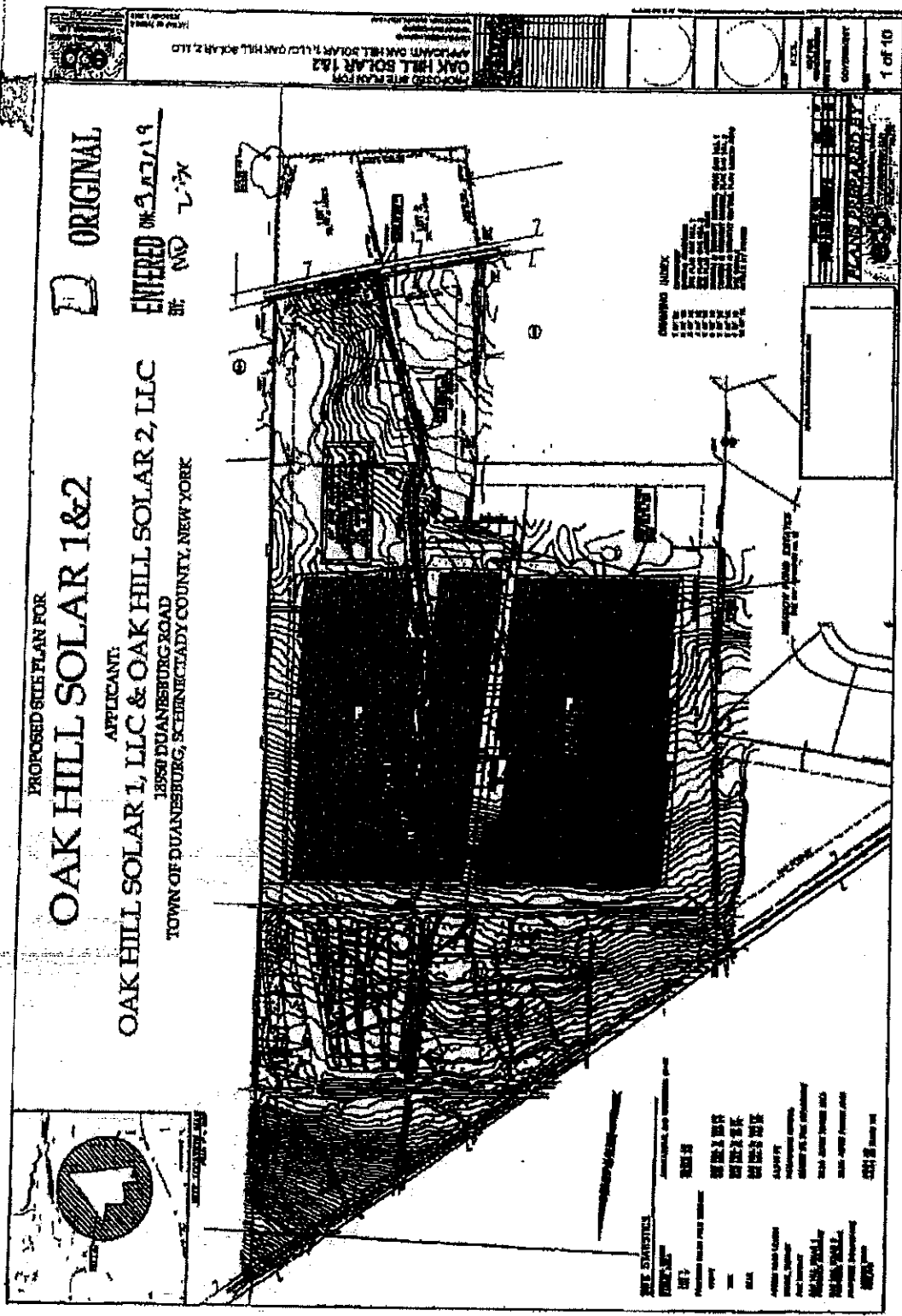
lynnebruning@gmail.com

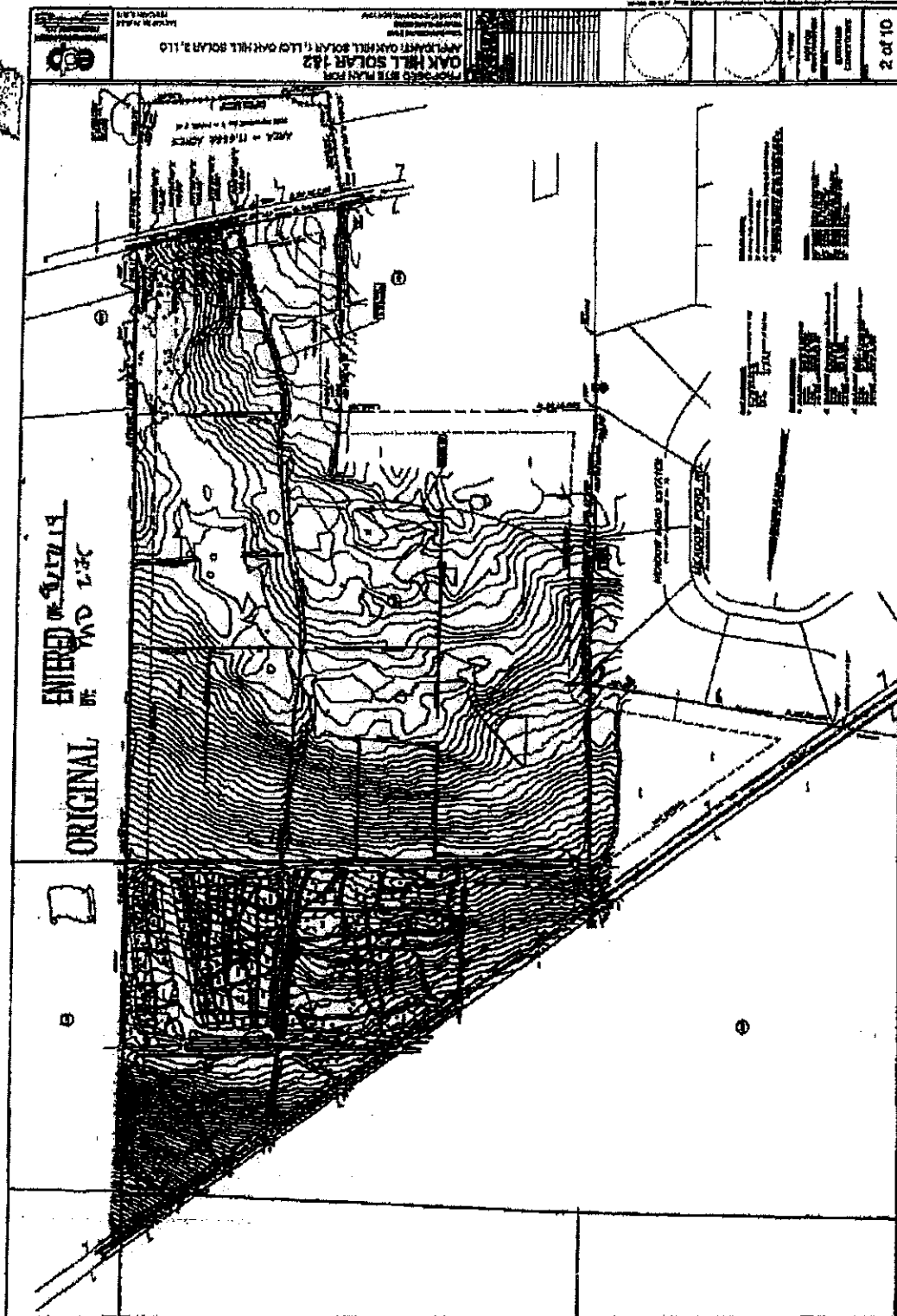
720-272-0956



EXHIBIT

A





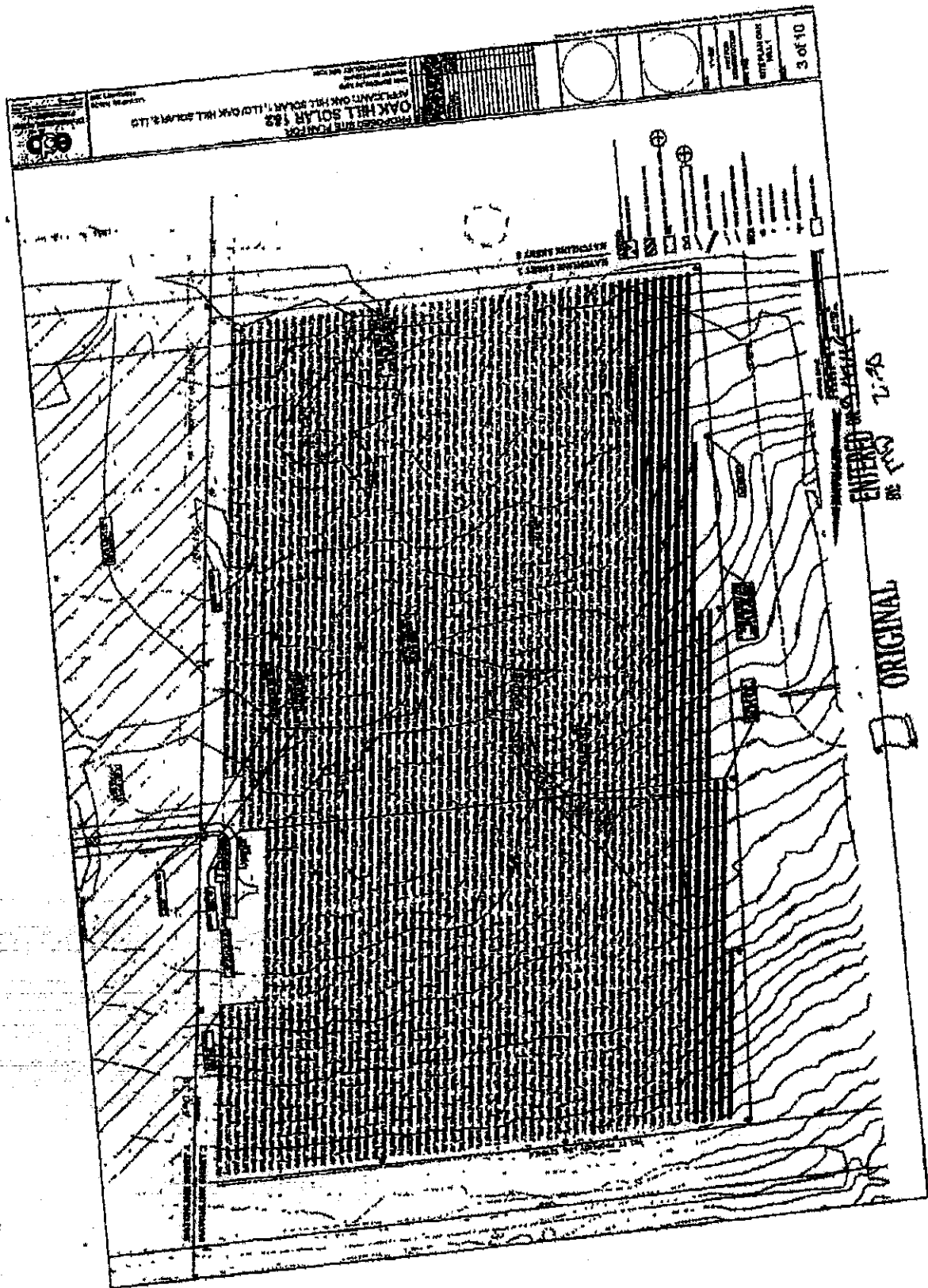
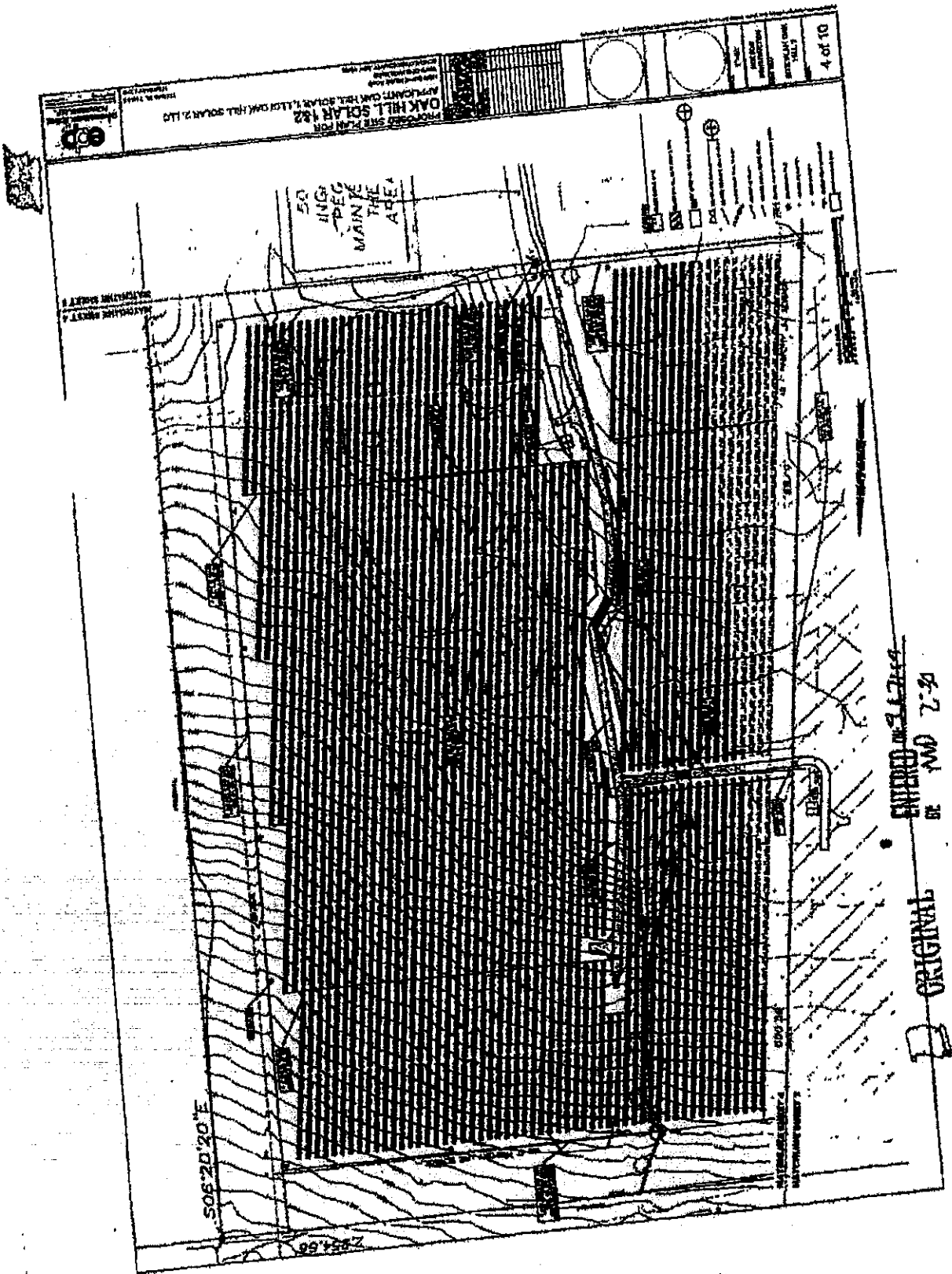
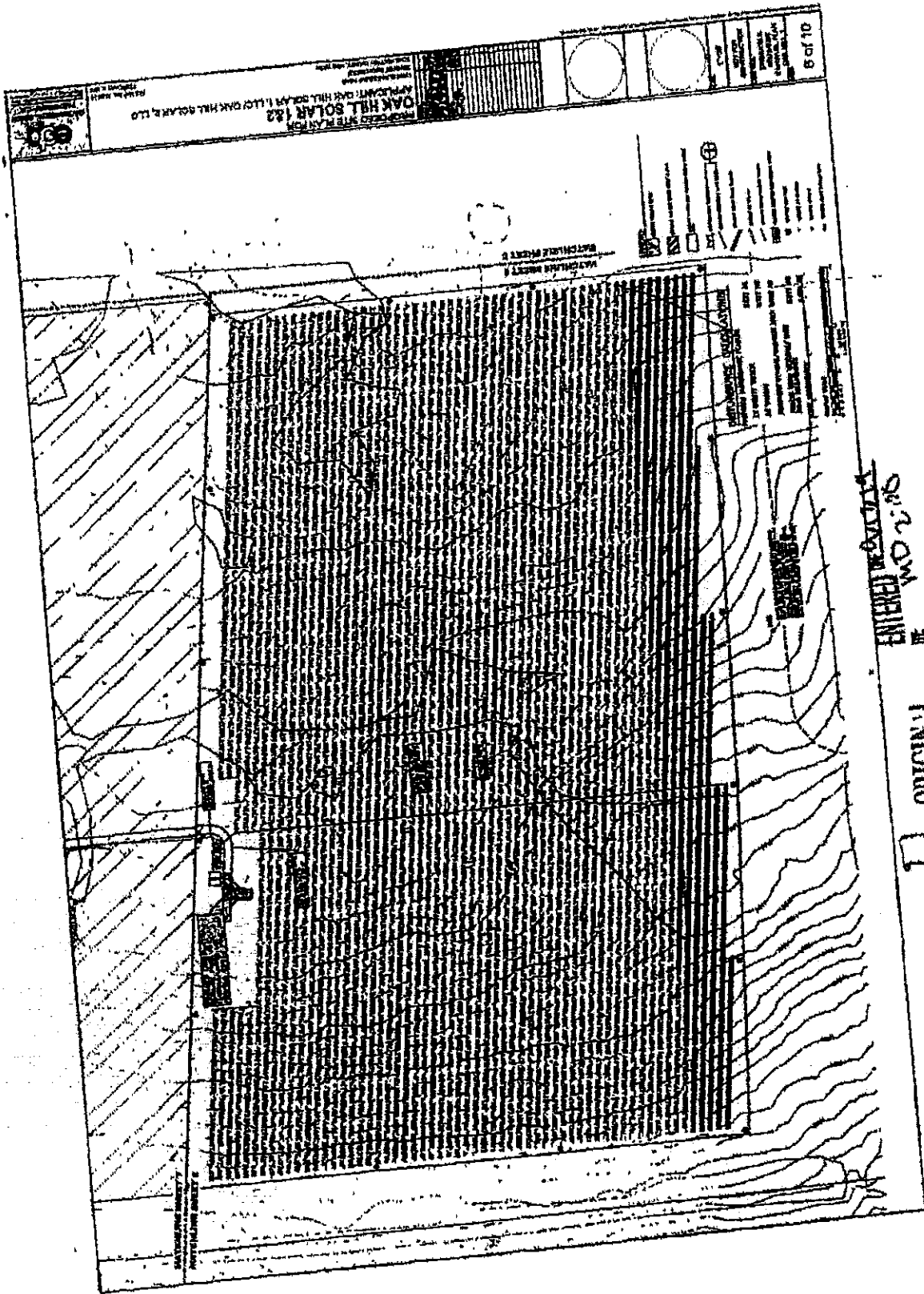


Exhibit 15: Minutes of the August 15, 2019 Planning Board





ORIGINAL
OF 2019
ENTERED RECORDS

Exhibit 15: Minutes of the August 15, 2019 Planning Board Meeting

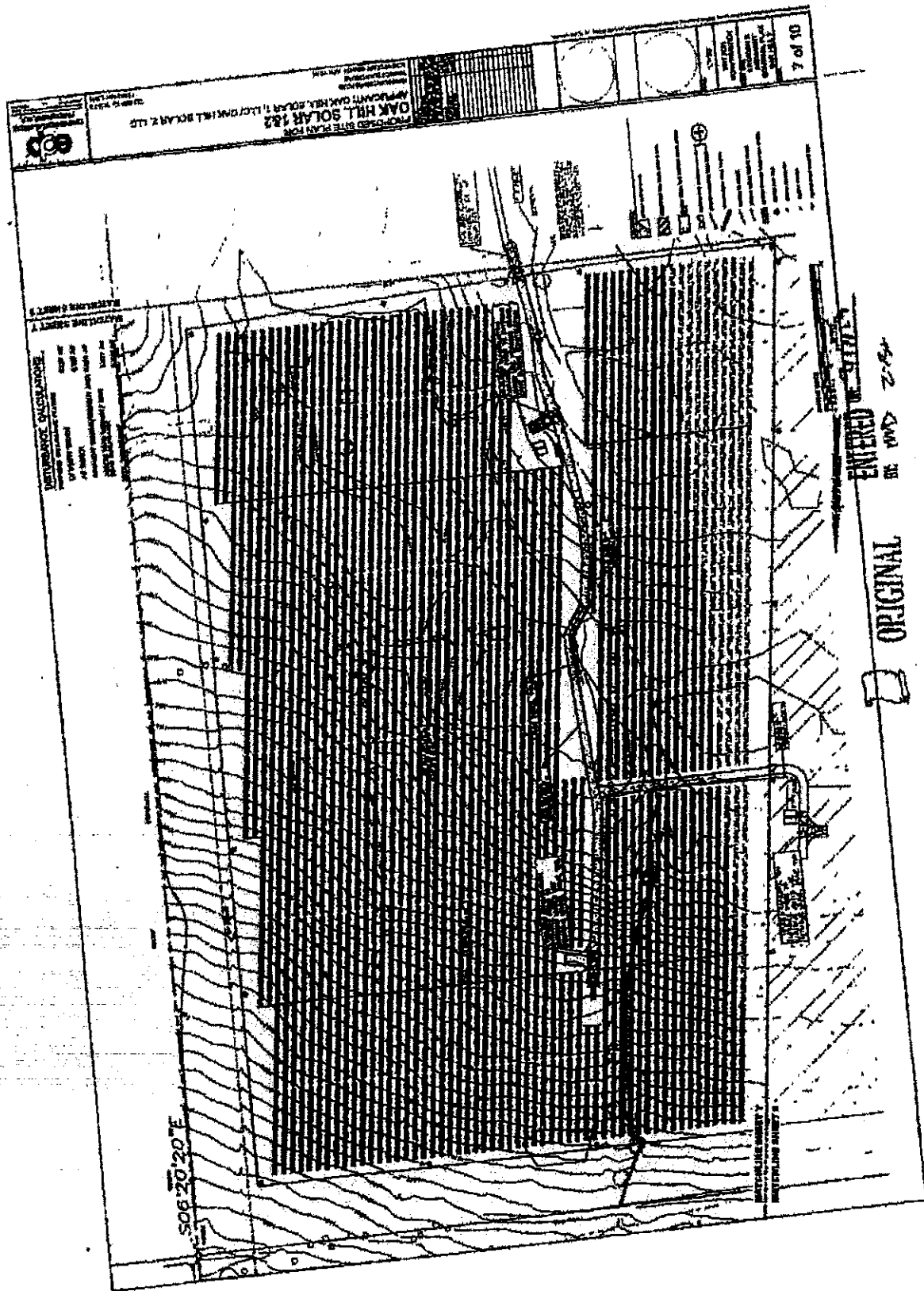
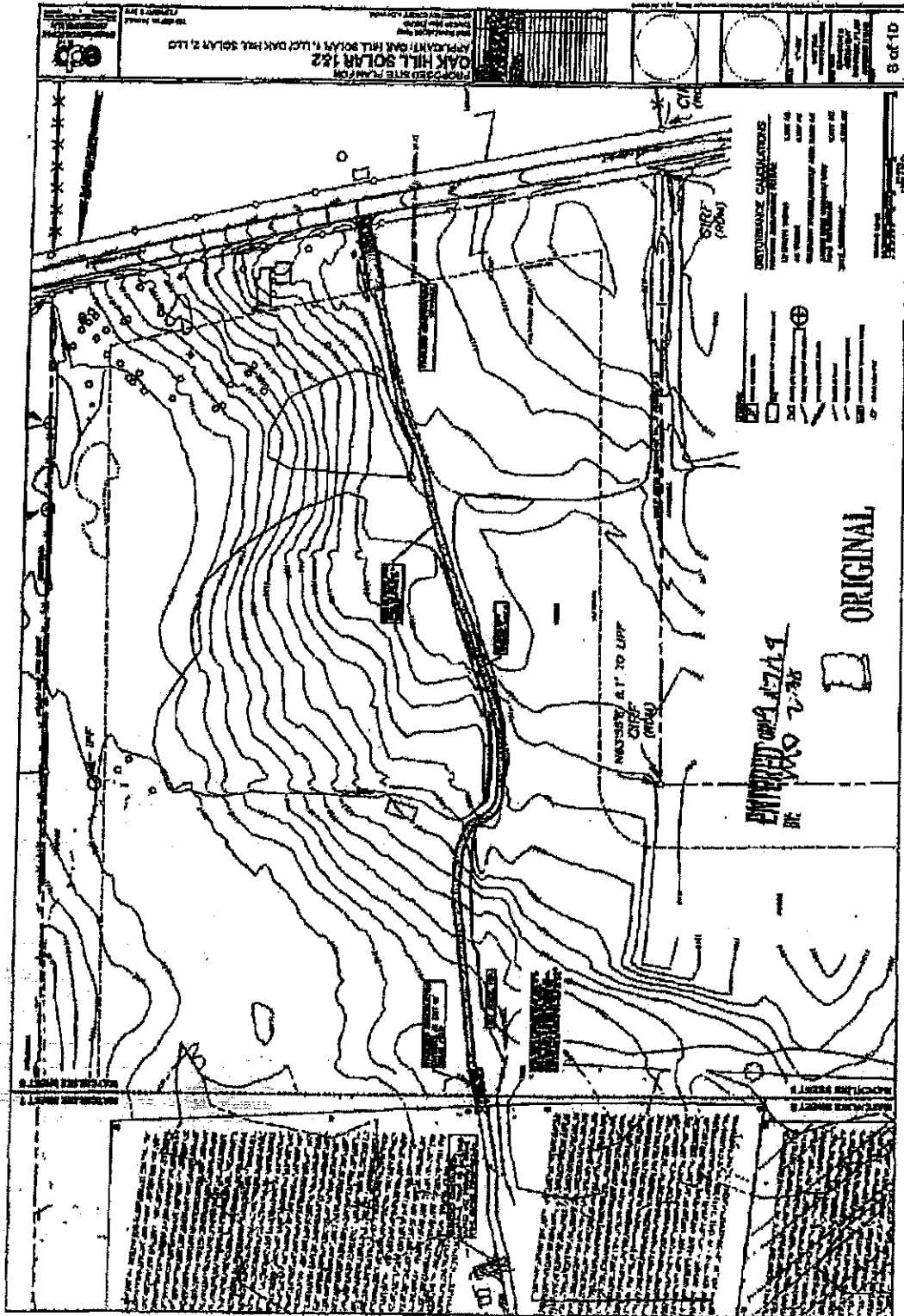
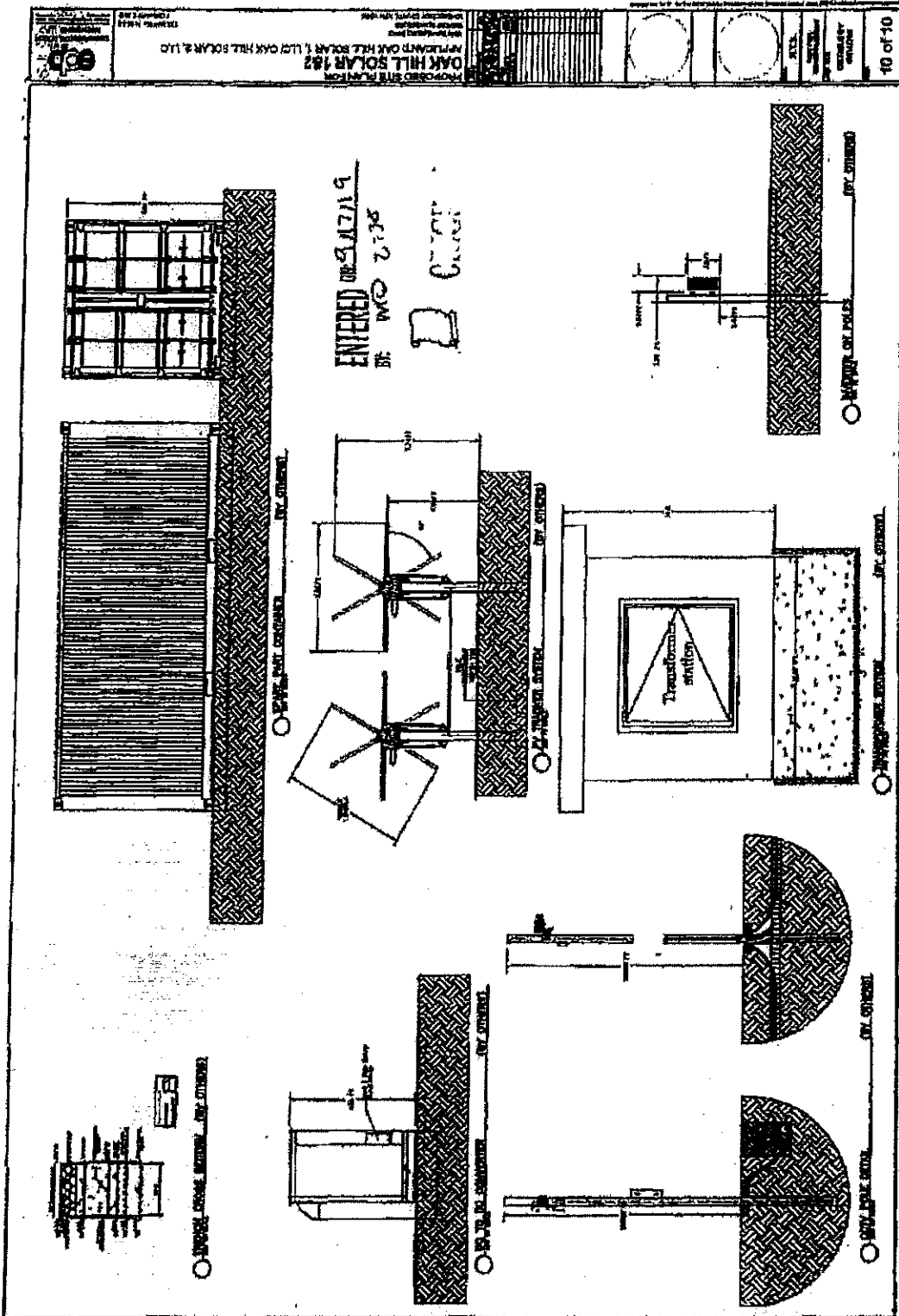


Exhibit 15: Minutes of the August 15, 2019 Planning Board Meeting



[illegible]



EXHIBIT

B

PROPOSED SITE PLAN FOR

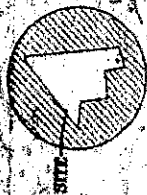
OAK HILL SOLAR 1&2

APPLICANT:

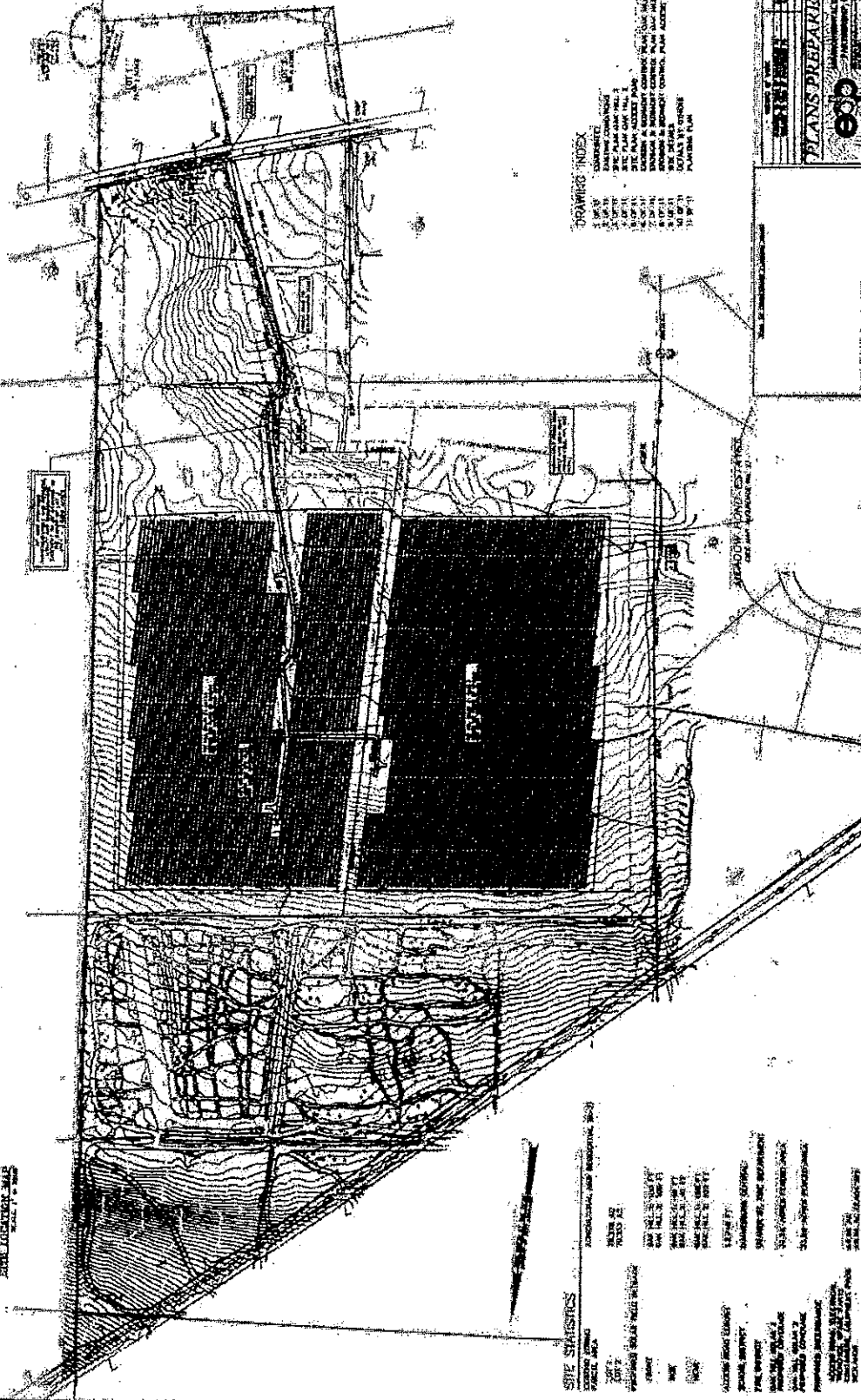
OAK HILL SOLAR 1, LLC & OAK HILL SOLAR 2, LLC

13950 DUANESBURG ROAD

TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK



SITE LOCATION MAP




SITE STATISTICS

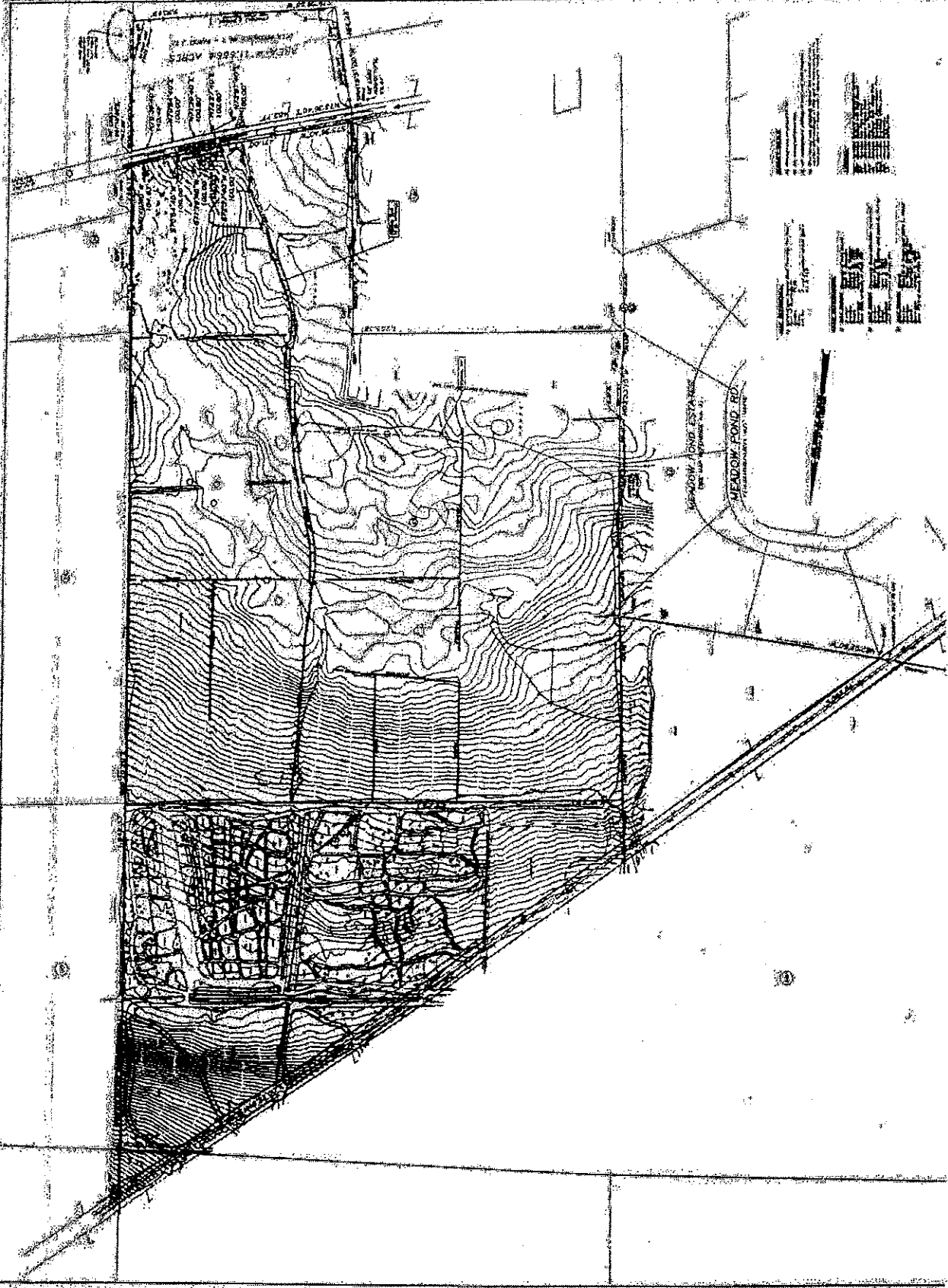
STATISTIC	VALUE
TOTAL AREA	10.00 AC
AREA OF SOLAR ARRAY 1	4.00 AC
AREA OF SOLAR ARRAY 2	4.00 AC
AREA OF ACCESS ROAD	1.00 AC
AREA OF OTHER USES	1.00 AC
TOTAL PERMITTED SOLAR PANELS	100,000
PERMITTED SOLAR PANELS PER AC	10,000
PERMITTED SOLAR PANELS PER ROW	100
PERMITTED SOLAR PANELS PER ROW (MAX)	100
PERMITTED SOLAR PANELS PER ROW (MIN)	100
PERMITTED SOLAR PANELS PER ROW (AVERAGE)	100
PERMITTED SOLAR PANELS PER ROW (STANDARD DEVIATION)	100
PERMITTED SOLAR PANELS PER ROW (COEFFICIENT OF VARIATION)	100
PERMITTED SOLAR PANELS PER ROW (CORRELATION COEFFICIENT)	100
PERMITTED SOLAR PANELS PER ROW (P-VALUE)	100
PERMITTED SOLAR PANELS PER ROW (SIGNIFICANCE LEVEL)	100
PERMITTED SOLAR PANELS PER ROW (CONFIDENCE INTERVAL)	100
PERMITTED SOLAR PANELS PER ROW (HYPOTHESIS TEST)	100
PERMITTED SOLAR PANELS PER ROW (REGRESSION ANALYSIS)	100
PERMITTED SOLAR PANELS PER ROW (ANALYSIS OF VARIANCE)	100
PERMITTED SOLAR PANELS PER ROW (DISCRIMINANT ANALYSIS)	100
PERMITTED SOLAR PANELS PER ROW (PRINCIPAL COMPONENT ANALYSIS)	100
PERMITTED SOLAR PANELS PER ROW (FACTORIAL DESIGN)	100
PERMITTED SOLAR PANELS PER ROW (RANDOMIZED CONTROLLED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (BLIND TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (PROSPECTIVE TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (RETROSPECTIVE TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (CROSS-SECTIONAL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (CASE-CONTROL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (COHORT TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (INTERVENTIONAL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (NON-INTERVENTIONAL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (RANDOMIZED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (NON-RANDOMIZED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (CONTROLLED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (UNCONTROLLED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (BLIND TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (PROSPECTIVE TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (RETROSPECTIVE TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (CROSS-SECTIONAL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (CASE-CONTROL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (COHORT TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (INTERVENTIONAL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (NON-INTERVENTIONAL TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (RANDOMIZED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (NON-RANDOMIZED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (CONTROLLED TRIAL)	100
PERMITTED SOLAR PANELS PER ROW (UNCONTROLLED TRIAL)	100

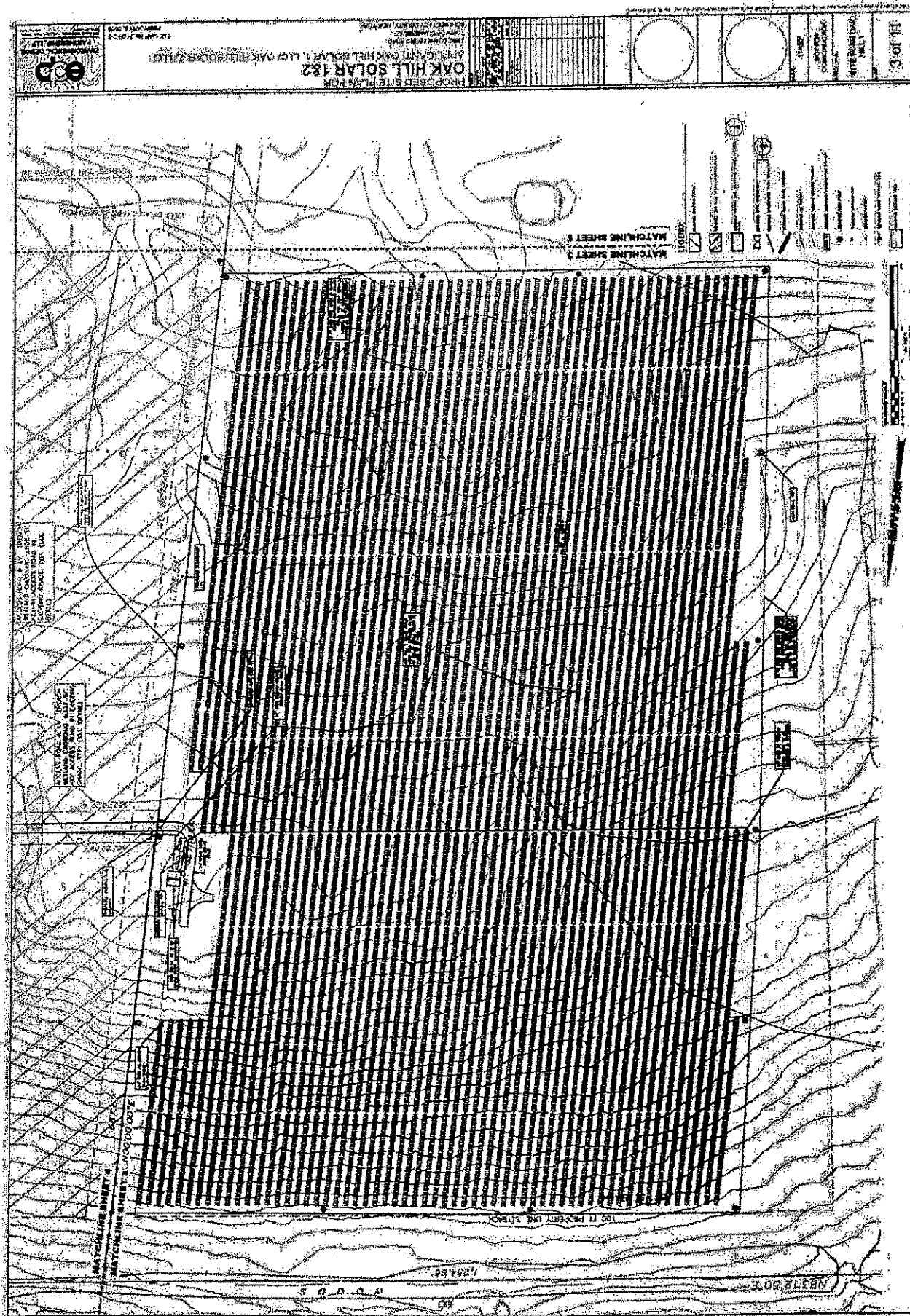
DRAWING INDEX

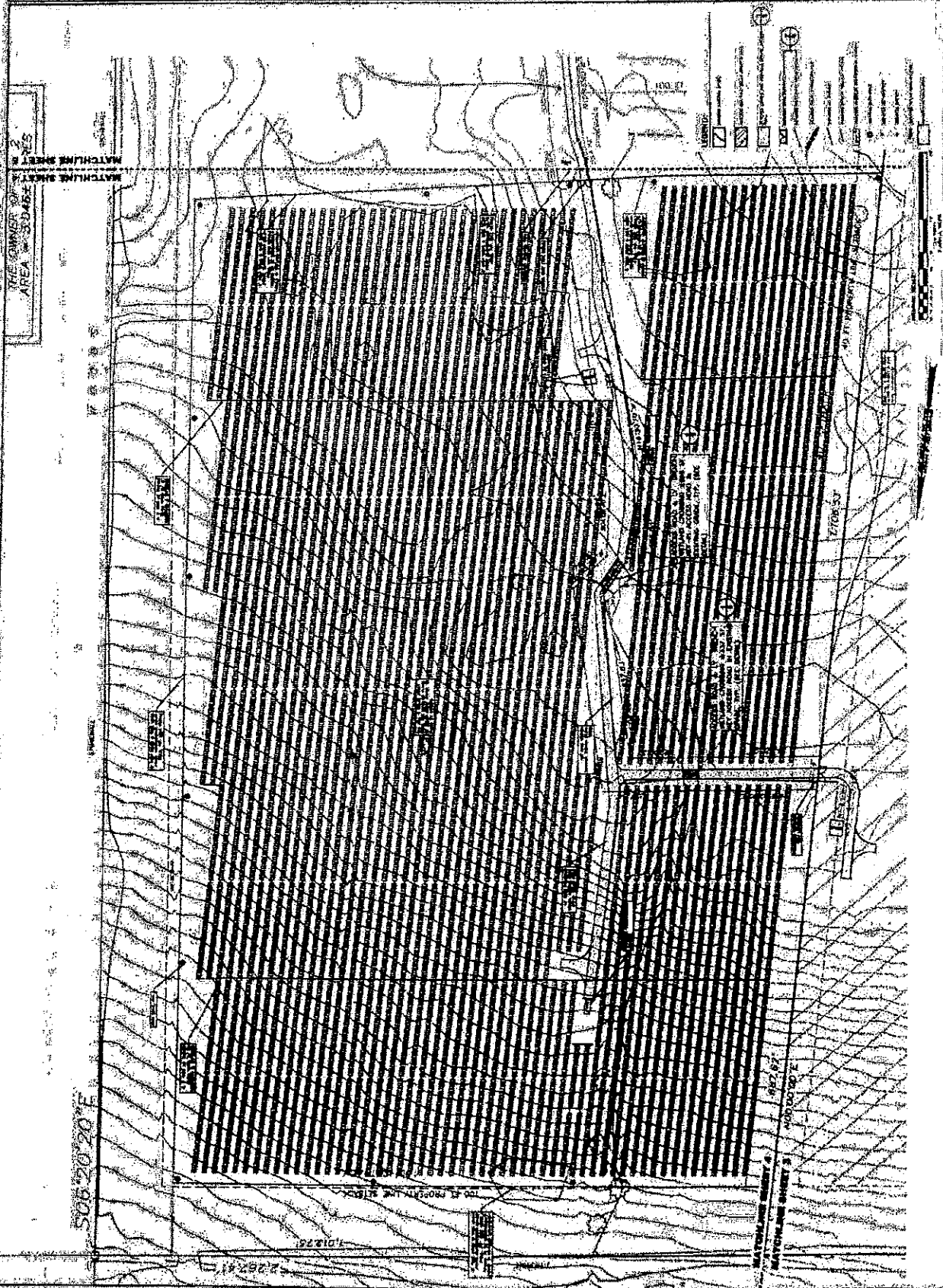
- 1. SITE PLAN
- 2. ACCESS ROAD
- 3. SOLAR ARRAY 1
- 4. SOLAR ARRAY 2
- 5. SHADOW STUDY
- 6. EROSION CONTROL
- 7. FENCE LINE
- 8. SIGNAGE
- 9. UTILITIES
- 10. ADJACENT PROPERTY
- 11. ADJACENT ROAD
- 12. ADJACENT FIELD
- 13. ADJACENT WOODS
- 14. ADJACENT WATER
- 15. ADJACENT AIR
- 16. ADJACENT SOIL
- 17. ADJACENT ROCK
- 18. ADJACENT GLASS
- 19. ADJACENT METAL
- 20. ADJACENT PLASTIC
- 21. ADJACENT CERAMIC
- 22. ADJACENT FABRIC
- 23. ADJACENT PAPER
- 24. ADJACENT LEATHER
- 25. ADJACENT RUBBER
- 26. ADJACENT GLASS
- 27. ADJACENT METAL
- 28. ADJACENT PLASTIC
- 29. ADJACENT CERAMIC
- 30. ADJACENT FABRIC
- 31. ADJACENT PAPER
- 32. ADJACENT LEATHER
- 33. ADJACENT RUBBER
- 34. ADJACENT GLASS
- 35. ADJACENT METAL
- 36. ADJACENT PLASTIC
- 37. ADJACENT CERAMIC
- 38. ADJACENT FABRIC
- 39. ADJACENT PAPER
- 40. ADJACENT LEATHER
- 41. ADJACENT RUBBER
- 42. ADJACENT GLASS
- 43. ADJACENT METAL
- 44. ADJACENT PLASTIC
- 45. ADJACENT CERAMIC
- 46. ADJACENT FABRIC
- 47. ADJACENT PAPER
- 48. ADJACENT LEATHER
- 49. ADJACENT RUBBER
- 50. ADJACENT GLASS
- 51. ADJACENT METAL
- 52. ADJACENT PLASTIC
- 53. ADJACENT CERAMIC
- 54. ADJACENT FABRIC
- 55. ADJACENT PAPER
- 56. ADJACENT LEATHER
- 57. ADJACENT RUBBER
- 58. ADJACENT GLASS
- 59. ADJACENT METAL
- 60. ADJACENT PLASTIC
- 61. ADJACENT CERAMIC
- 62. ADJACENT FABRIC
- 63. ADJACENT PAPER
- 64. ADJACENT LEATHER
- 65. ADJACENT RUBBER
- 66. ADJACENT GLASS
- 67. ADJACENT METAL
- 68. ADJACENT PLASTIC
- 69. ADJACENT CERAMIC
- 70. ADJACENT FABRIC
- 71. ADJACENT PAPER
- 72. ADJACENT LEATHER
- 73. ADJACENT RUBBER
- 74. ADJACENT GLASS
- 75. ADJACENT METAL
- 76. ADJACENT PLASTIC
- 77. ADJACENT CERAMIC
- 78. ADJACENT FABRIC
- 79. ADJACENT PAPER
- 80. ADJACENT LEATHER
- 81. ADJACENT RUBBER
- 82. ADJACENT GLASS
- 83. ADJACENT METAL
- 84. ADJACENT PLASTIC
- 85. ADJACENT CERAMIC
- 86. ADJACENT FABRIC
- 87. ADJACENT PAPER
- 88. ADJACENT LEATHER
- 89. ADJACENT RUBBER
- 90. ADJACENT GLASS
- 91. ADJACENT METAL
- 92. ADJACENT PLASTIC
- 93. ADJACENT CERAMIC
- 94. ADJACENT FABRIC
- 95. ADJACENT PAPER
- 96. ADJACENT LEATHER
- 97. ADJACENT RUBBER
- 98. ADJACENT GLASS
- 99. ADJACENT METAL
- 100. ADJACENT PLASTIC

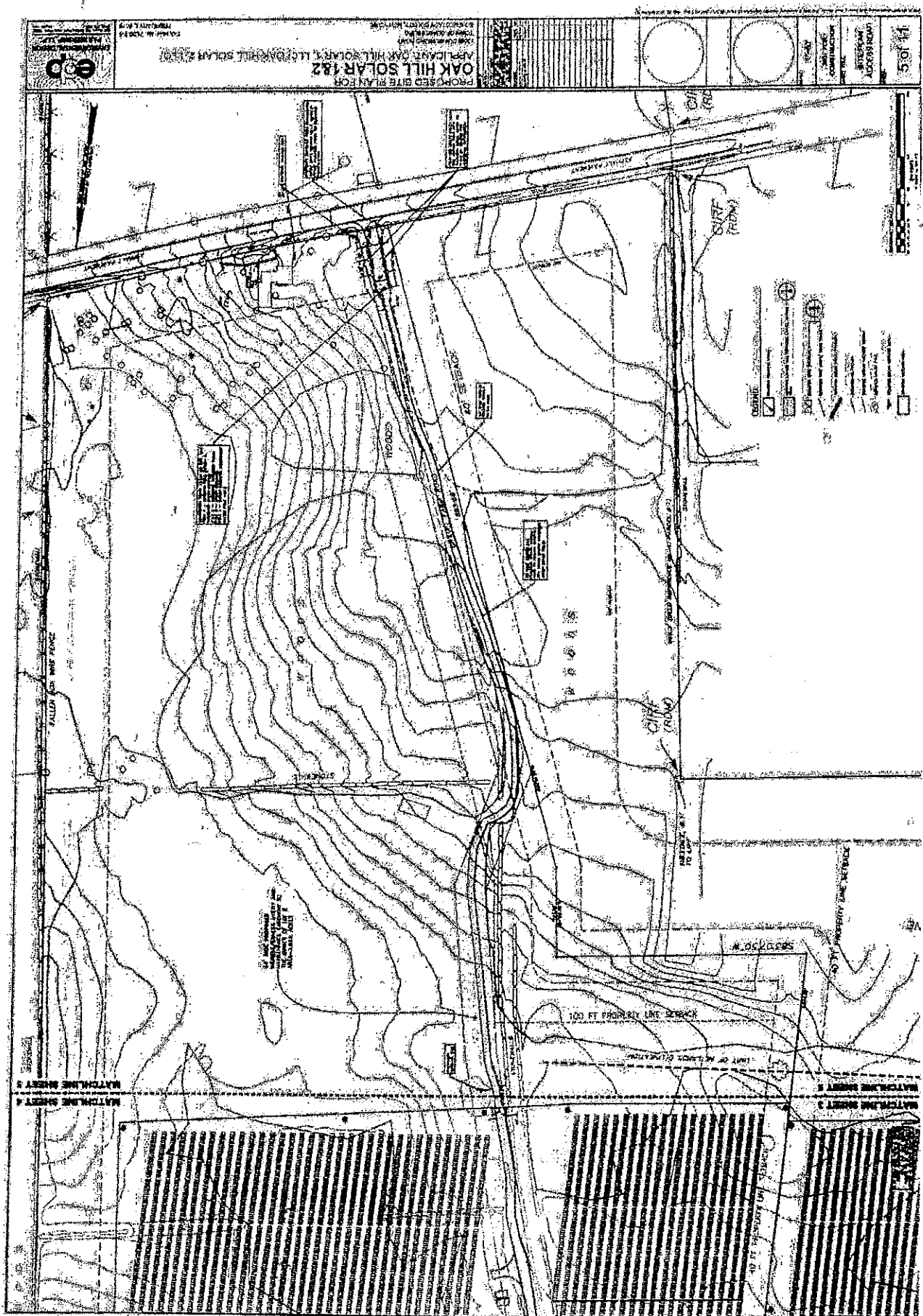
PLANS PREPARED BY
OAK HILL SOLAR 1, LLC & OAK HILL SOLAR 2, LLC

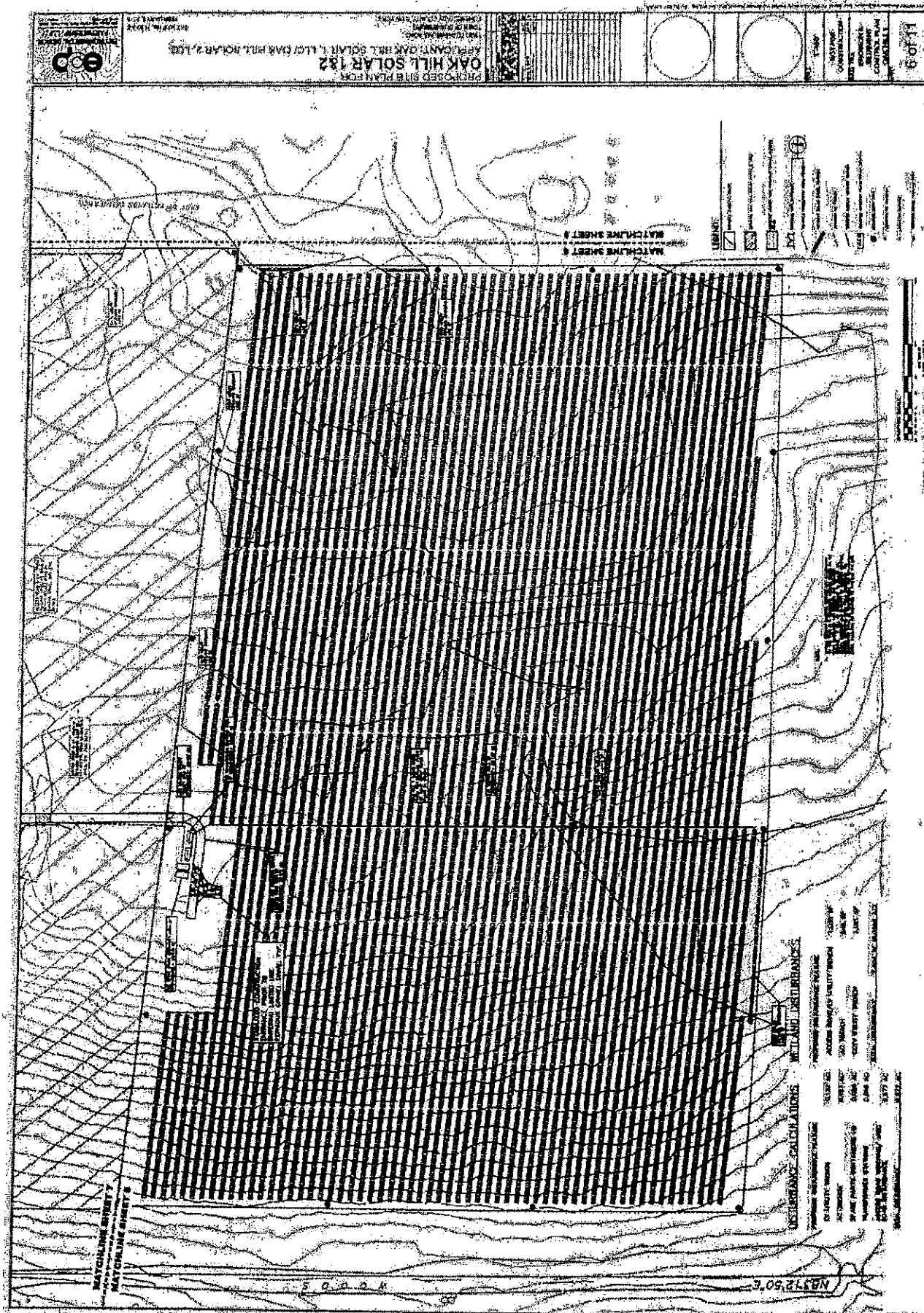
	PROJECT SITE PLAN FOR OAK HILL SOLAR #2 APPLICANT: OAK HILL SOLAR #2, LLC OAK HILL SOLAR #2, LLC		SHEET NO. 1 OF 1	DATE: 11/11/11	DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]	2011
	THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.					

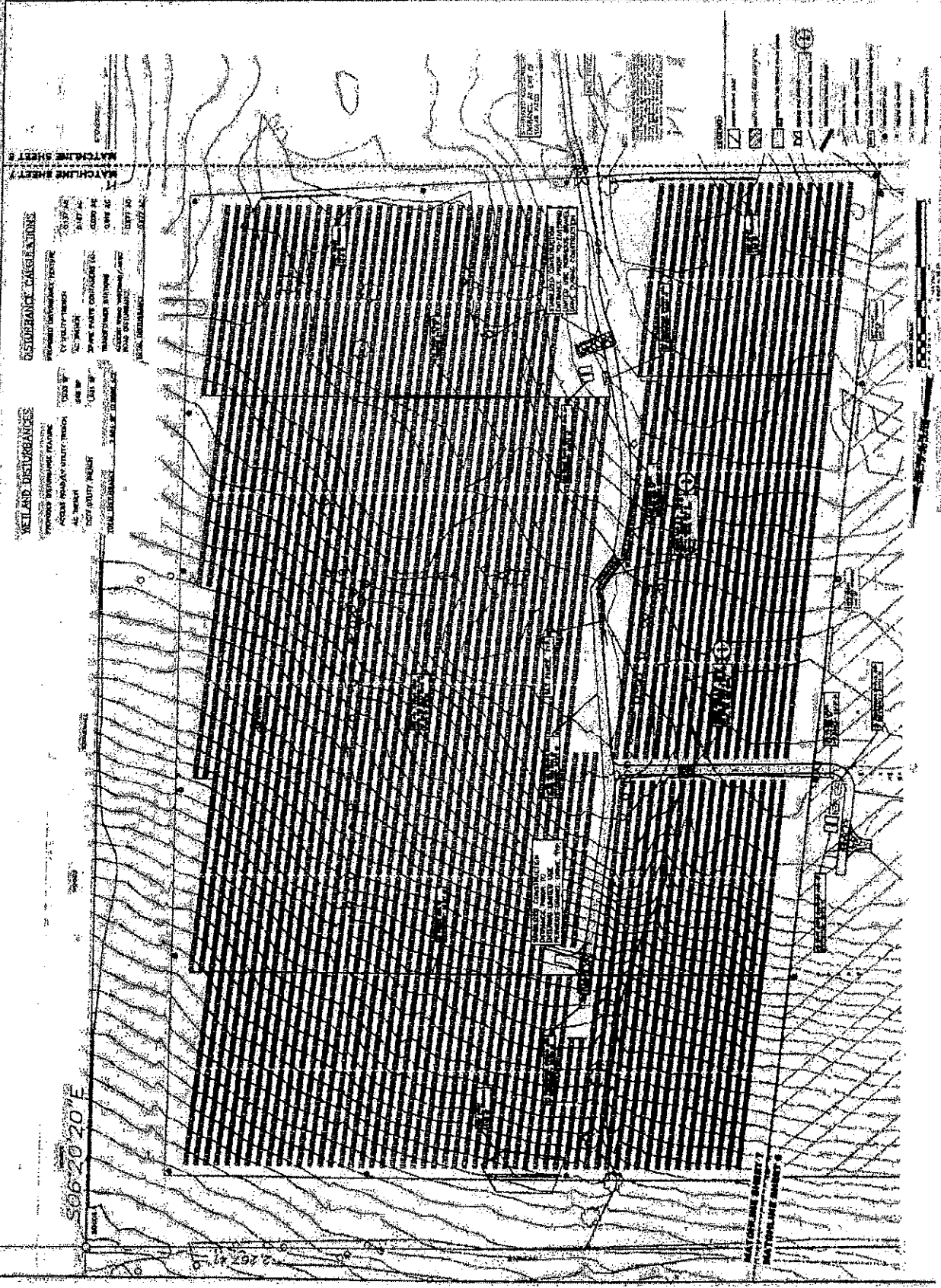




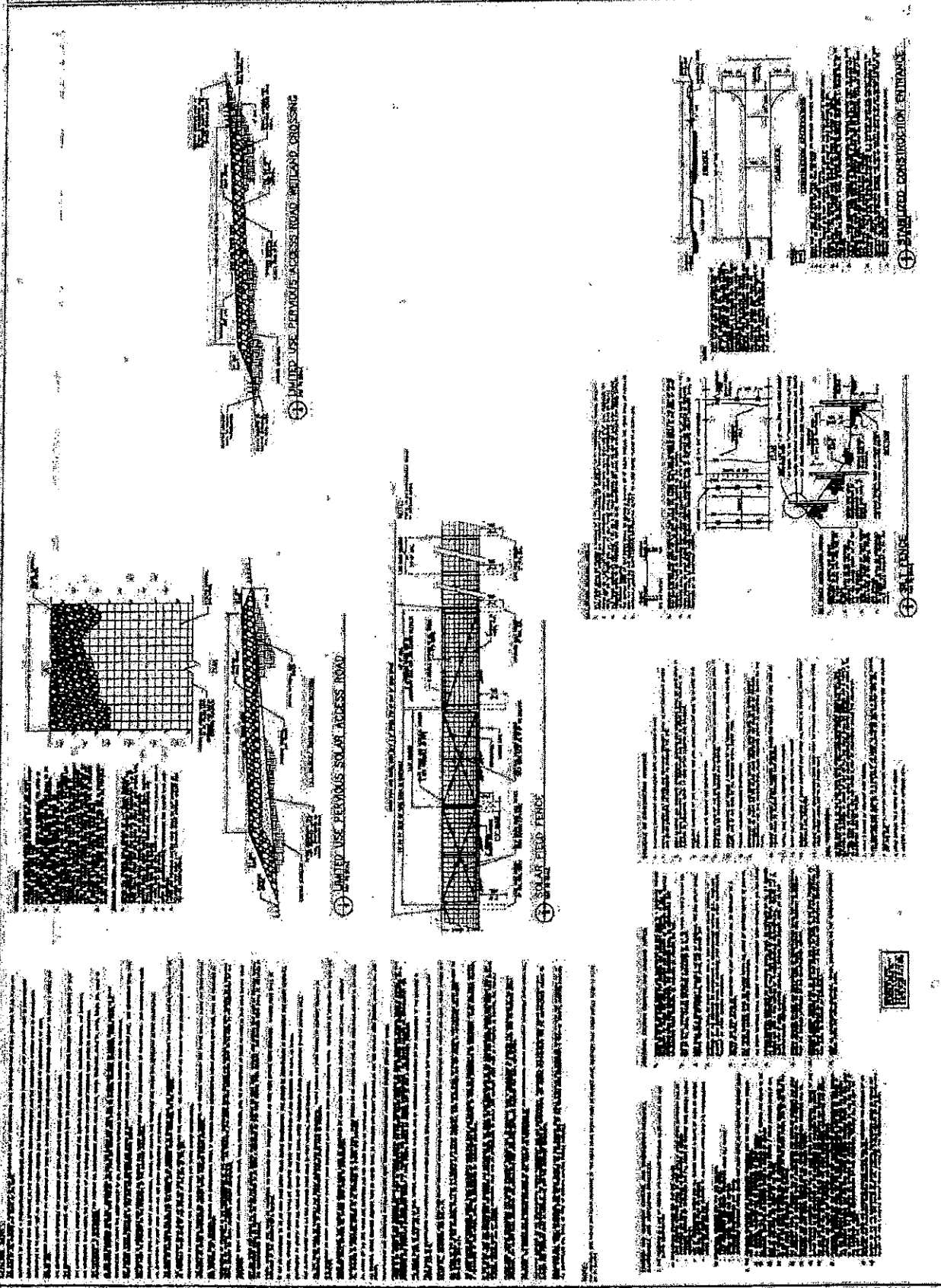


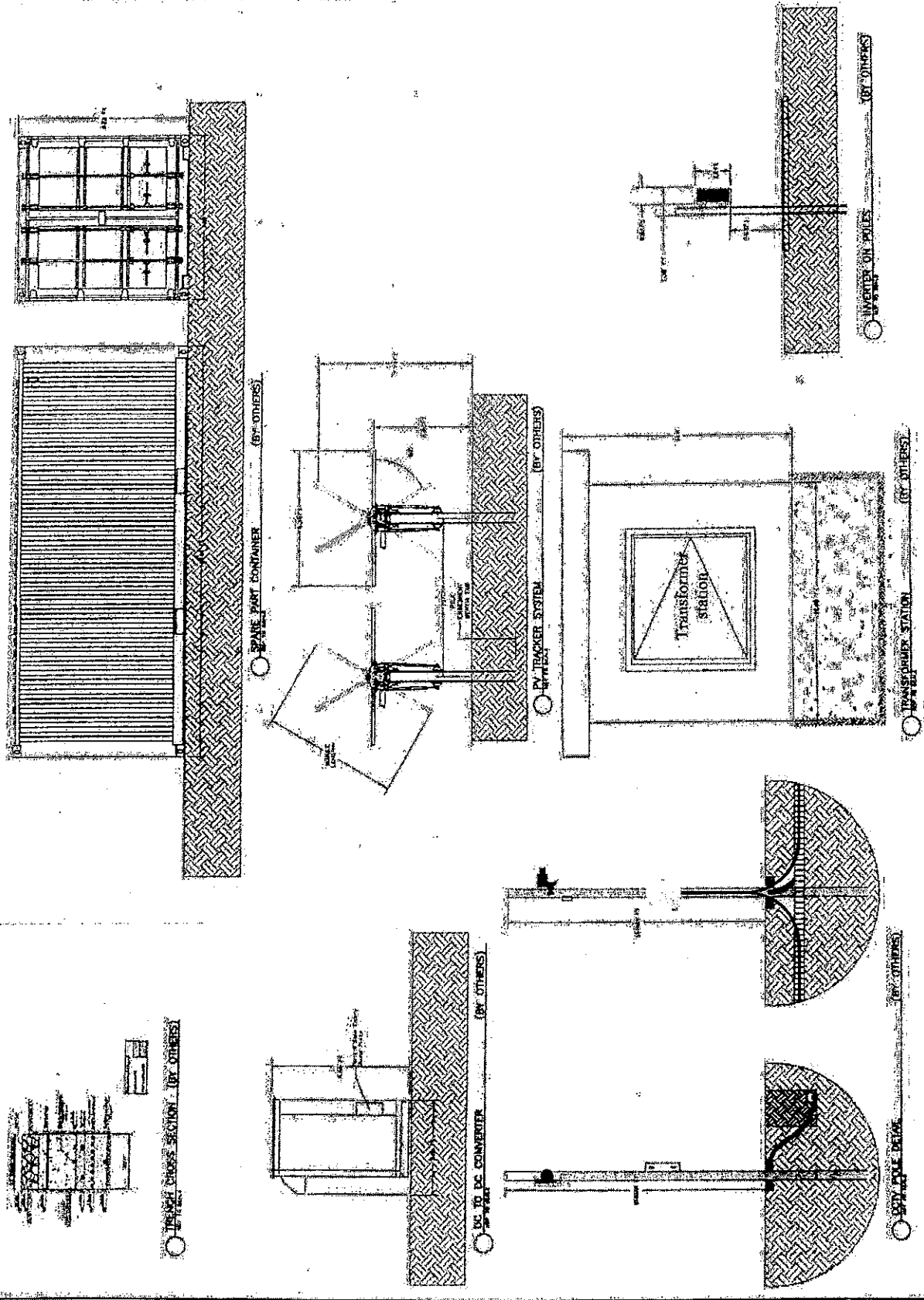






WELL AND DISTURBANCES	DATE	DEPTH	DISTURBANCE CHARACTERISTICS
WELL			
W1	01/11/2017	100.0'	WELL
W2	01/11/2017	100.0'	WELL
W3	01/11/2017	100.0'	WELL
W4	01/11/2017	100.0'	WELL
W5	01/11/2017	100.0'	WELL
W6	01/11/2017	100.0'	WELL
W7	01/11/2017	100.0'	WELL
W8	01/11/2017	100.0'	WELL
W9	01/11/2017	100.0'	WELL
W10	01/11/2017	100.0'	WELL
W11	01/11/2017	100.0'	WELL
W12	01/11/2017	100.0'	WELL
W13	01/11/2017	100.0'	WELL
W14	01/11/2017	100.0'	WELL
W15	01/11/2017	100.0'	WELL
W16	01/11/2017	100.0'	WELL
W17	01/11/2017	100.0'	WELL
W18	01/11/2017	100.0'	WELL
W19	01/11/2017	100.0'	WELL
W20	01/11/2017	100.0'	WELL
W21	01/11/2017	100.0'	WELL
W22	01/11/2017	100.0'	WELL
W23	01/11/2017	100.0'	WELL
W24	01/11/2017	100.0'	WELL
W25	01/11/2017	100.0'	WELL
W26	01/11/2017	100.0'	WELL
W27	01/11/2017	100.0'	WELL
W28	01/11/2017	100.0'	WELL
W29	01/11/2017	100.0'	WELL
W30	01/11/2017	100.0'	WELL
W31	01/11/2017	100.0'	WELL
W32	01/11/2017	100.0'	WELL
W33	01/11/2017	100.0'	WELL
W34	01/11/2017	100.0'	WELL
W35	01/11/2017	100.0'	WELL
W36	01/11/2017	100.0'	WELL
W37	01/11/2017	100.0'	WELL
W38	01/11/2017	100.0'	WELL
W39	01/11/2017	100.0'	WELL
W40	01/11/2017	100.0'	WELL
W41	01/11/2017	100.0'	WELL
W42	01/11/2017	100.0'	WELL
W43	01/11/2017	100.0'	WELL
W44	01/11/2017	100.0'	WELL
W45	01/11/2017	100.0'	WELL
W46	01/11/2017	100.0'	WELL
W47	01/11/2017	100.0'	WELL
W48	01/11/2017	100.0'	WELL
W49	01/11/2017	100.0'	WELL
W50	01/11/2017	100.0'	WELL
W51	01/11/2017	100.0'	WELL
W52	01/11/2017	100.0'	WELL
W53	01/11/2017	100.0'	WELL
W54	01/11/2017	100.0'	WELL
W55	01/11/2017	100.0'	WELL
W56	01/11/2017	100.0'	WELL
W57	01/11/2017	100.0'	WELL
W58	01/11/2017	100.0'	WELL
W59	01/11/2017	100.0'	WELL
W60	01/11/2017	100.0'	WELL
W61	01/11/2017	100.0'	WELL
W62	01/11/2017	100.0'	WELL
W63	01/11/2017	100.0'	WELL
W64	01/11/2017	100.0'	WELL
W65	01/11/2017	100.0'	WELL
W66	01/11/2017	100.0'	WELL
W67	01/11/2017	100.0'	WELL
W68	01/11/2017	100.0'	WELL
W69	01/11/2017	100.0'	WELL
W70	01/11/2017	100.0'	WELL
W71	01/11/2017	100.0'	WELL
W72	01/11/2017	100.0'	WELL
W73	01/11/2017	100.0'	WELL
W74	01/11/2017	100.0'	WELL
W75	01/11/2017	100.0'	WELL
W76	01/11/2017	100.0'	WELL
W77	01/11/2017	100.0'	WELL
W78	01/11/2017	100.0'	WELL
W79	01/11/2017	100.0'	WELL
W80	01/11/2017	100.0'	WELL
W81	01/11/2017	100.0'	WELL
W82	01/11/2017	100.0'	WELL
W83	01/11/2017	100.0'	WELL
W84	01/11/2017	100.0'	WELL
W85	01/11/2017	100.0'	WELL
W86	01/11/2017	100.0'	WELL
W87	01/11/2017	100.0'	WELL
W88	01/11/2017	100.0'	WELL
W89	01/11/2017	100.0'	WELL
W90	01/11/2017	100.0'	WELL
W91	01/11/2017	100.0'	WELL
W92	01/11/2017	100.0'	WELL
W93	01/11/2017	100.0'	WELL
W94	01/11/2017	100.0'	WELL
W95	01/11/2017	100.0'	WELL
W96	01/11/2017	100.0'	WELL
W97	01/11/2017	100.0'	WELL
W98	01/11/2017	100.0'	WELL
W99	01/11/2017	100.0'	WELL
W100	01/11/2017	100.0'	WELL

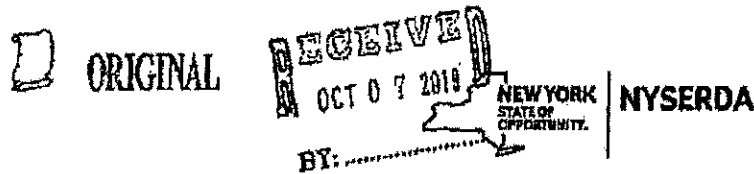




EXHIBIT

C

**Exhibit 21: Additional Materials Received into the Record
after September 19, 2019**



PRESENTATION TO PLANNING/ZONING BOARD FOR ENERGY STORAGE
Planning and Zoning Form

The New York State Energy Research and Development Authority (NYSERDA) developed the first comprehensive set of guidelines for reviewing and evaluating battery energy storage systems. The Battery Energy Storage System Guidebook helps municipalities develop a battery energy storage system permitting and inspection processes to ensure efficiency, transparency, and safety in their communities. Municipalities can download the New York Battery Energy Storage System Guidebook at <https://www.nyseda.ny.gov/All-Programs/Programs/Clean-Energy-Siting/Battery-Energy-Storage-Guidebook>.

NYSERDA offers continuing free technical assistance to local governments to help implement the best practices outlined in the Battery Energy Storage System Guidebook. Municipalities interested in free technical assistance may reach out to the NYSERDA Clean Energy Siting Team at cleanenergyhelp@nyseda.ny.gov.

NYSERDA respectfully requests that the municipality sign a copy of this form acknowledging receipt of the below information as part of the Applicant's presentation to the Planning/Zoning Board.

Applicant Information			
Company Name:	Oak Manor's LLC		
Contact Name:	Stephane Pichard	Title:	Project Manager
Email Address:	Stephane.pichard@oakmanors.com	Telephone Number:	914-261-0000
Project Information			
Project Name:	Oak 7th Solar 1		
Project Address:	3300 Brookhollow Road, Buffalo, NY 14205		
Energy Storage Size, MW (AC):	0.000 AC		
Energy Storage Technology Type:	AC Coupled Lithium Ion		
Solar Project Size, MW (DC) (if applicable):	0.000 MW		
Municipality Information			
Municipality Name:	Town of Tonawanda		
Contact Name:	Dale Warner	Title:	Town Planner
Email Address:	dale.warner@townoftonawanda.com	Telephone Number:	716-265-3000

ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY Planning/Zoning Board Member

Dale Warner
Signature

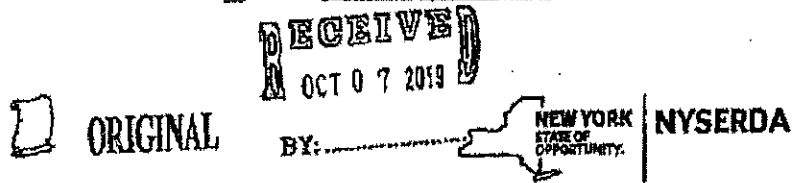
10-4-19
Date

Dale Warner
Print Name

Town Planner
Title

AUGUST 2019

Exhibit 21: Additional Materials Received into the Record
after September 19, 2019



PRESENTATION TO PLANNING/ZONING BOARD FOR ENERGY STORAGE
Planning and Zoning Form

The New York State Energy Research and Development Authority (NYSEDA) developed the first comprehensive set of guidelines for reviewing and evaluating battery energy storage systems. The Battery Energy Storage System Guidebook helps municipalities develop a battery energy storage system permitting and inspection processes to ensure efficiency, transparency, and safety in their communities. Municipalities can download the New York Battery Energy Storage System Guidebook at <https://www.nyserda.ny.gov/All-Programs/Programs/Clean-Energy-Siting/Battery-Energy-Storage-Guidebook>.

NYSEDA offers continuing free technical assistance to local governments to help implement the best practices outlined in the Battery Energy Storage System Guidebook. Municipalities interested in free technical assistance may reach out to the NYSEDA Clean Energy Siting Team at cleanenergyhelp@nyserda.ny.gov.

NYSEDA respectfully requests that the municipality sign a copy of this form acknowledging receipt of the below information as part of the Applicant's presentation to the Planning/Zoning Board.

Applicant Information	
Company Name:	Chickadee Solar II, LLC
Contact Name:	Michael P. Kelly
Title:	Project Administrator
Email Address:	Michael.Kelly@chickadeesolar.com
Telephone Number:	914-880-0000
Project Information	
Project Name:	Chickadee Solar II
Project Address:	3085 Drammensky Road, Roseton, NY 12963
Energy Storage Size, MW (AC):	149.40
Energy Storage Technology Type:	DC Coupled Lithium-Ion
Solar Project Size, MW (DC) (if applicable):	149.40
Municipality Information	
Municipality Name:	Town of Schoharie
Contact Name:	Dale Warner
Title:	Town Planner
Email Address:	dale@warnerdvr.com
Telephone Number:	518-735-0000

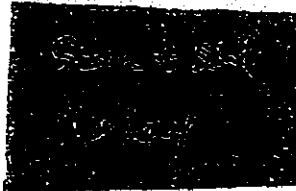
ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY Planning/Zoning Board Member

Dale Warner
Signature

10.4.19
Date

Dale Warner
Print Name

Town Planner
Title



AUGUST 2019

EXHIBIT

D

ENTERED

9/26/19

ORIGINAL

CONFIRMATION OF LOCAL LAND USE APPROVAL
Planning and Zoning Form



NY-Sun

Applicant Information			
Company Name:	Oak Hill Solar 1, LLC		
Contact Name:	Stephanie Pullafico	Title:	Project Administrator
Email Address:	stephanie.pullafico@edenrenewables.com	Telephone Number:	518-326-0259

Project Information	
Project Name:	Oak Hill Solar 1
Project Address:	18590 Duaneburg Road Delanson, NY 12053
Solar Project Size (AC/DC):	5mW/7.5mW
Energy Storage Size AC: (If applicable)	

Municipality Information			
Municipality Name:	Town of Duaneburg		
Contact Name:	Dale Warner	Title:	Town Planner
Email Address:	dale@duaneburg.net	Telephone Number:	518-895-2040

Required Solar Land Use Approvals			
Land Use Approval and Date Approved (check all that apply):			
<input checked="" type="checkbox"/>	Special Use Permit	Date Approved:	9/19/2019
<input checked="" type="checkbox"/>	Site Plan Review	Date Approved:	9/19/2019
<input checked="" type="checkbox"/>	SEQR Negative Declaration (if municipality is lead agency)	Date Approved:	9/19/2019
<input checked="" type="checkbox"/>	Other (list type): Minor Subdivision	Date Approved:	9/19/2019
<input type="checkbox"/>	No Land Use or Zoning Approval is required for this project.		
Required Energy Storage Land Use Approval(s) (If applicable)			
List type of approval required:	Building & Electrical Permits	Date Approved:	9/19/2019

NYSERDA respectfully requests that the municipality sign a copy of this form acknowledging and confirming the above is accurate and correct, and that this project has received all required local land use approvals for the solar PV project. If Energy Storage is part of the project, the Contractor is responsible for providing to NYSERDA, a copy of the meeting minutes confirming the Energy Storage system was presented to or approved by the municipality. NYSERDA may contact the municipality to confirm approvals if needed.

ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY

Dale Warner

Signature

Dale Warner

Print Name

9/23/19

Date

Town Planner

Title

OCTOBER 2018

CONFIRMATION OF LOCAL LAND USE APPROVAL
Planning and Zoning Form



Applicant Information			
Company Name:	Oak Hill Solar 2		
Contact Name:	Stephanie Pullafico	Title:	Project Administrator
Email Address:	stephanie.pullafico@edenrenewables	Telephone Number:	518-326-0259

Project Information	
Project Name:	Oak Hill Solar 2
Project Address:	13686 Duaneburg Road Delanson, NY 12053
Solar Project Size (AC/DC):	5mW AC/7.5mW DC
Energy Storage Size AC: (if applicable)	

Municipality Information			
Municipality Name:	Town of Duaneburg		
Contact Name:	Dale Warner	Title:	Town Planner
Email Address:	dale@duaneburg.net	Telephone Number:	518-895-2040

Required Solar Land Use Approvals			
Land Use Approval and Date Approved (check all that apply):			
<input checked="" type="checkbox"/>	Special Use Permit	Date Approved:	9/19/2019
<input checked="" type="checkbox"/>	Site Plan Review	Date Approved:	9/19/2019
<input checked="" type="checkbox"/>	SEQR Negative Declaration (if municipality is lead agency)	Date Approved:	9/19/2019
<input checked="" type="checkbox"/>	Other (list type): <u>Minor Subdivision</u>	Date Approved:	9/19/2019
<input type="checkbox"/>	No Land Use or Zoning Approval is required for this project		
Required Energy Storage Land Use Approval(s) (if applicable)			
List type of approval required: <u>Building + Electrical Permits</u>		Date Approved:	9/19/2019

Life stamped subdivision bylaw within 15 days of approval
 NYSEDA respectfully requests that the municipality sign a copy of this form acknowledging and confirming the above is accurate and correct, and that this project has received all required local land use approvals for the solar PV project. If Energy Storage is part of the project, the Contractor is responsible for providing to NYSEDA, a copy of the meeting minutes confirming the Energy Storage system was presented to or approved by the municipality. NYSEDA may contact the municipality to confirm approvals if needed.

ACKNOWLEDGED & CONFIRMED BY MUNICIPALITY

Dale Warner
 Signature
 Dale Warner
 Print Name

9/26/19
 Date
 Town Planner
 Title

ORIGINAL

RECEIVED
 SEP 26 2019
 BY:

OCTOBER 2018

EXHIBIT

E

**Exhibit 16: Letter from EDP to the Planning Board,
dated September 5, 2019**

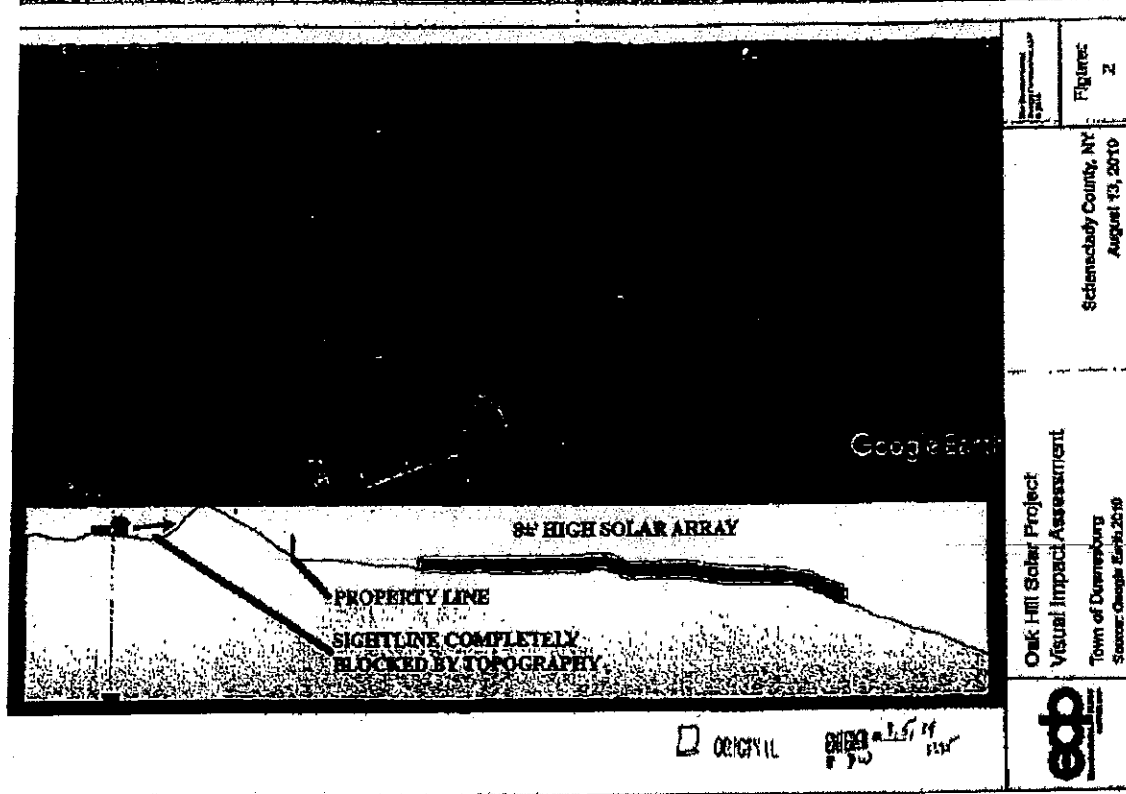
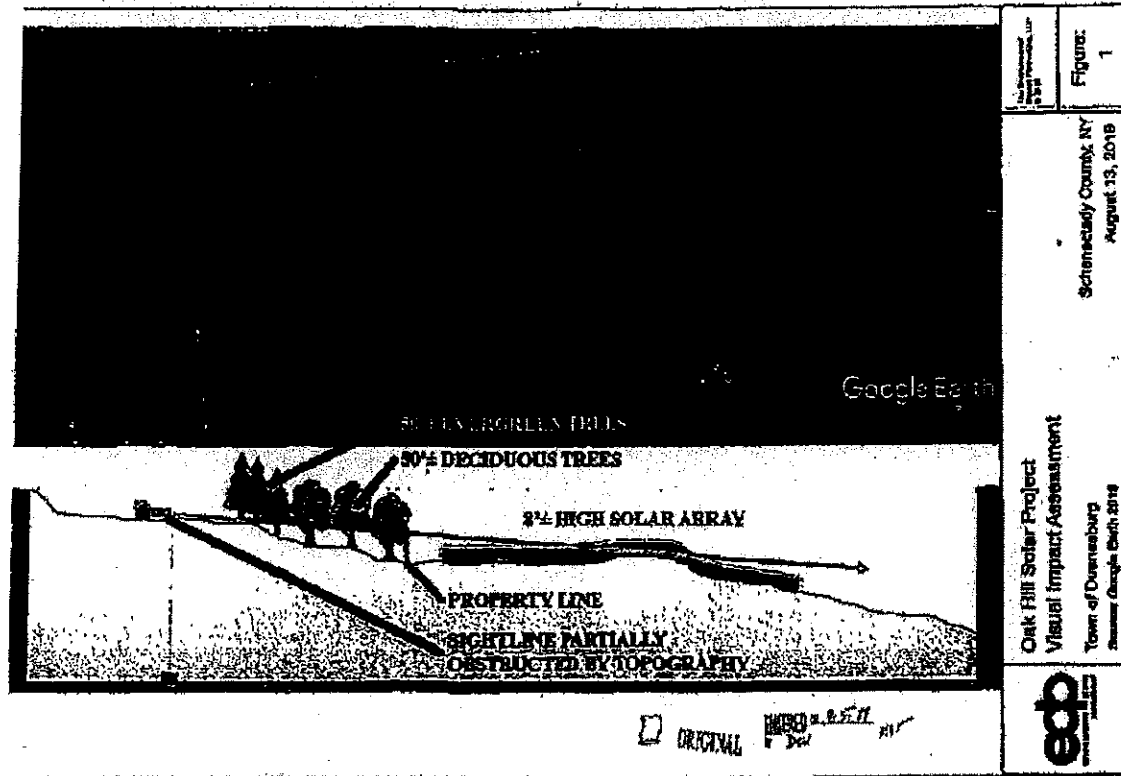


Exhibit 16: Letter from EDP to the Planning Board,
dated September 5, 2019



**Exhibit 16: Letter from EDP to the Planning Board,
dated September 5, 2019**

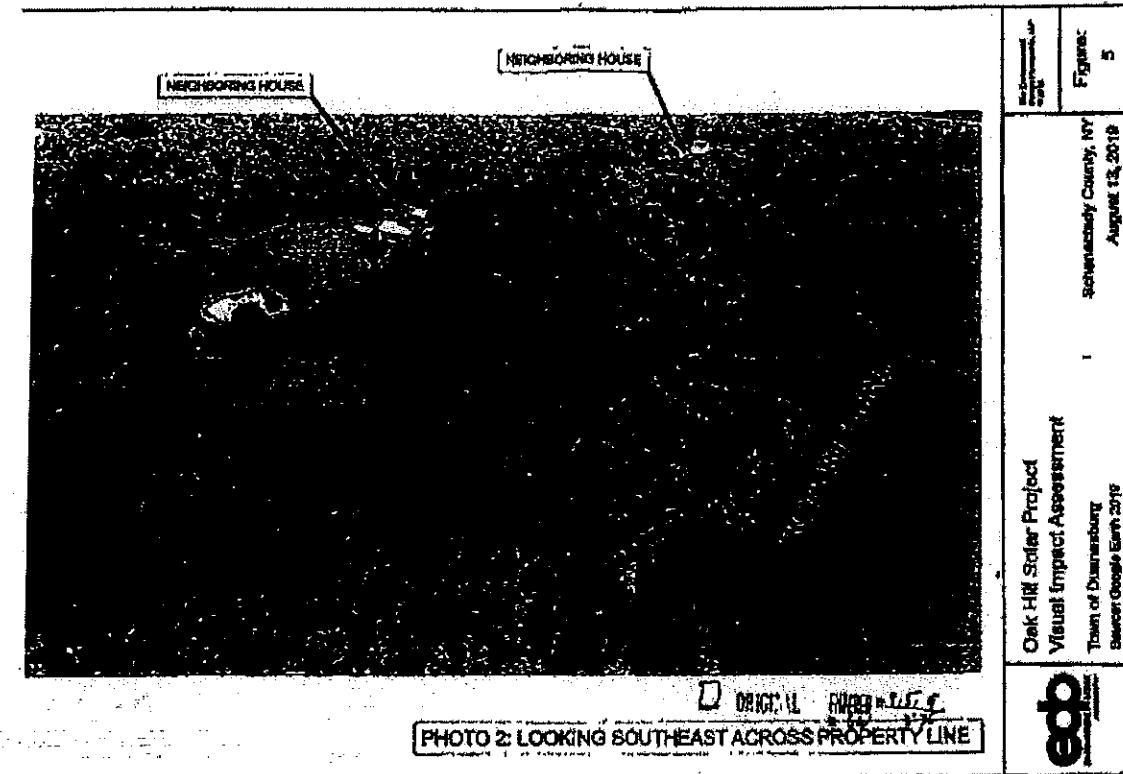
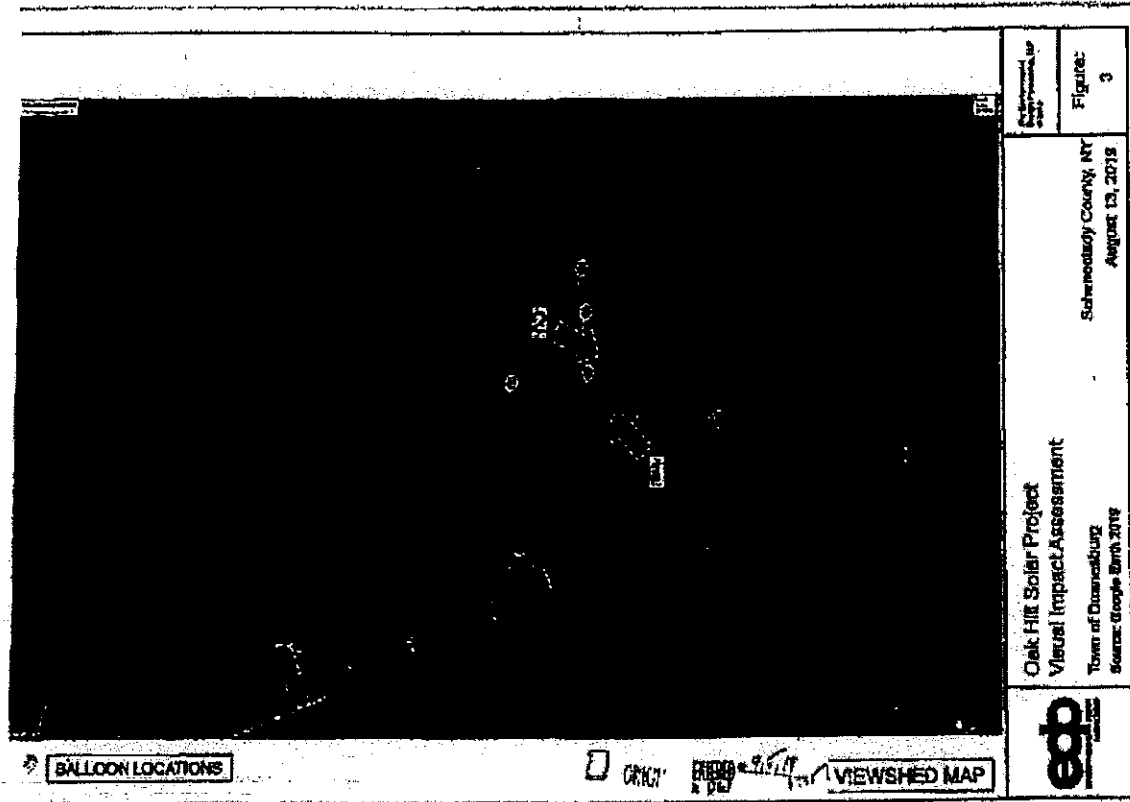


PHOTO 2: LOOKING SOUTHEAST ACROSS PROPERTY LINE

Oak Hill Solar Project Visual Impact Assessment Town of Danversburg Based on Google Earth 2019	1 Schenectady County, NY August 12, 2019	Project 5
		Figure:

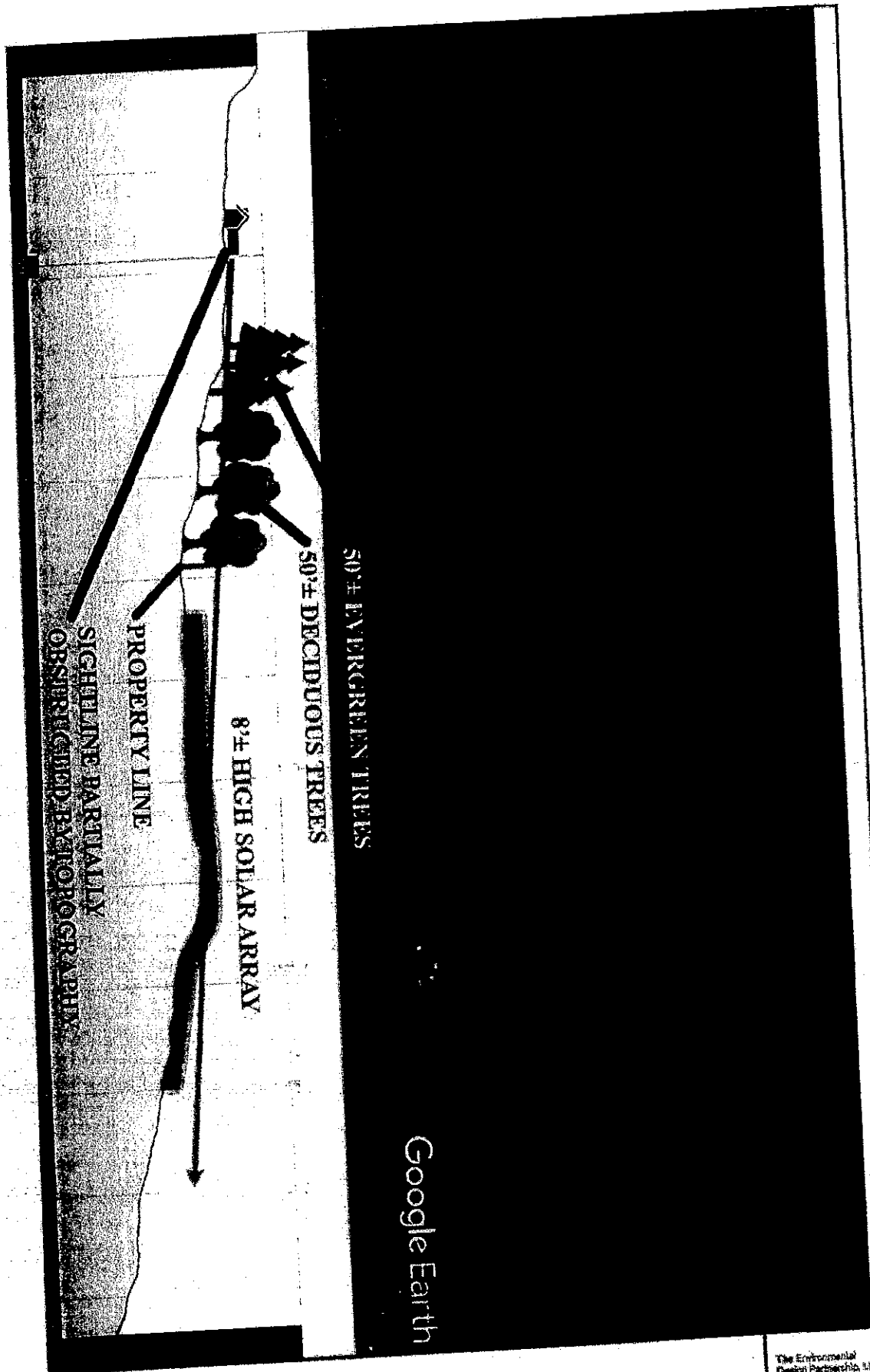


**Exhibit 16: Letter from EDP to the Planning Board,
dated September 5, 2019**



EXHIBIT

F



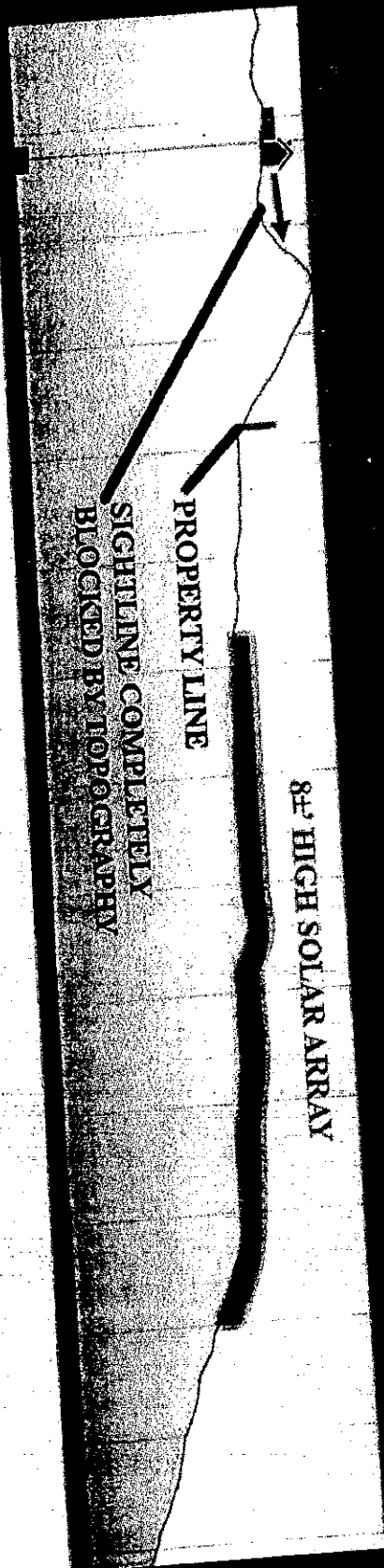
Oak Hill Solar Project Visual Impact Assessment

Town of Duaneburg
Source: Google Earth 2019

Schenectady County, NY
August 13, 2019

The Environmental
Design Partnership, LLP
© 2019

Figure:
1



Google Earth



Oak Hill Solar Project
Visual Impact Assessment

Town of Duaneburg
Source: Google Earth 2019

Schenectady County, NY
August 13, 2019

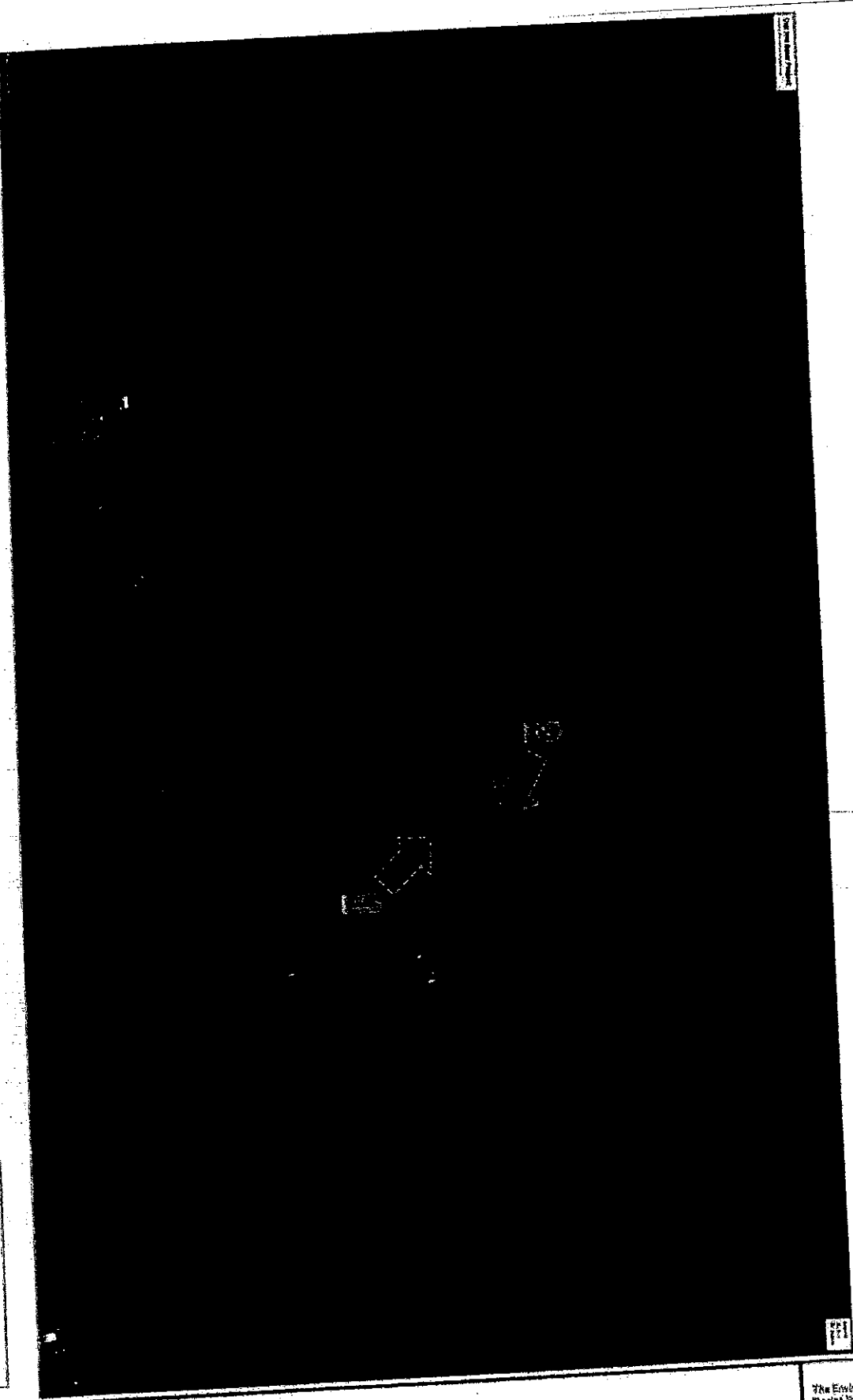
The Environmental
Design Partnership, LLP
©2019

Figure:

2

BALLOON LOCATIONS

VIEWSHED MAP



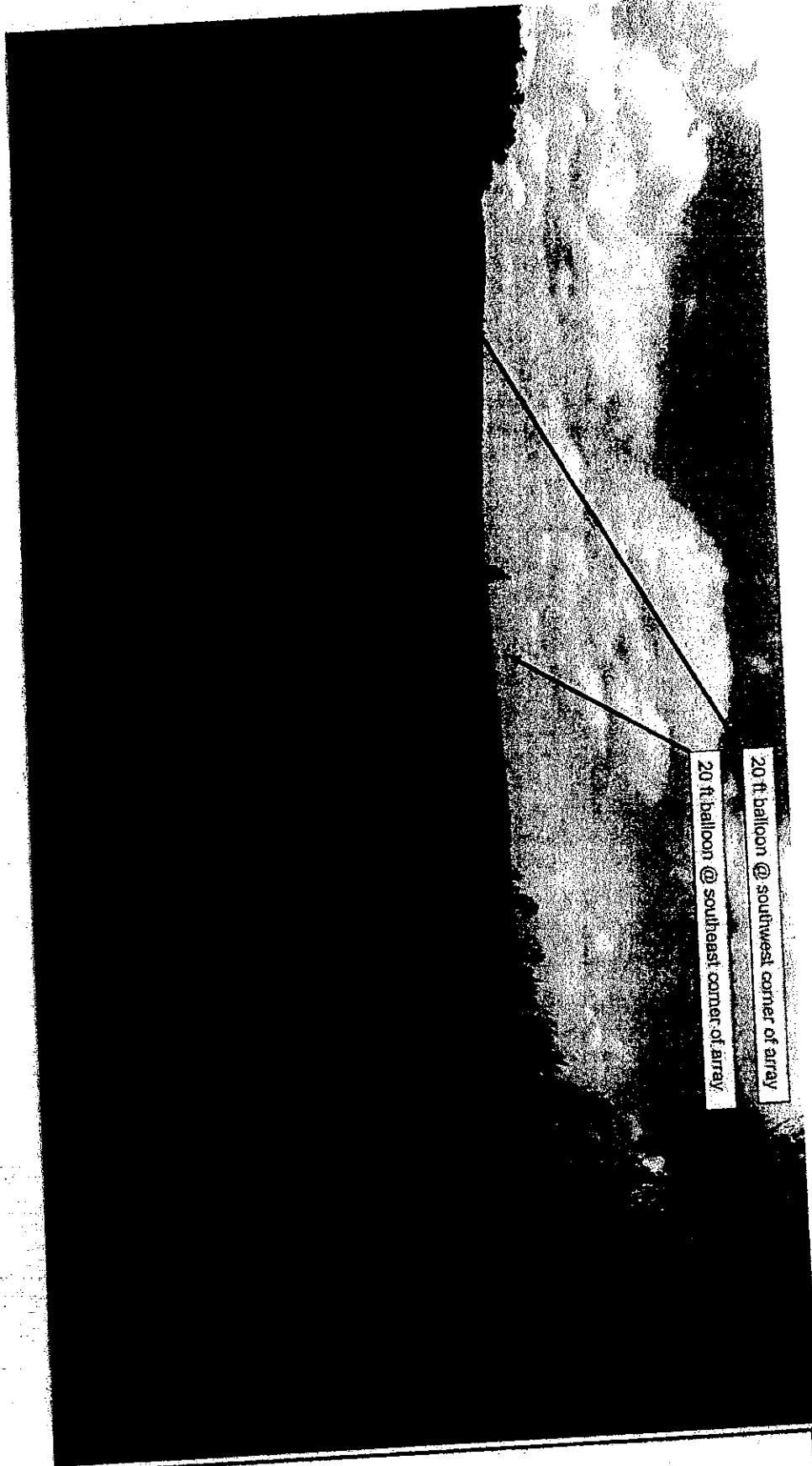
Oak Hill Solar Project
Visual Impact Assessment
Town of Duanesburg
Source: Google Earth 2019

Schenectady County, NY
August 13, 2019

The Environmental
Design Partnership, LLP
© 2019

Figure:
3

PHOTO 1: LOOKING NORTHWEST FROM PROPERTY LINE



Oak Hill Solar Project
Visual Impact Assessment

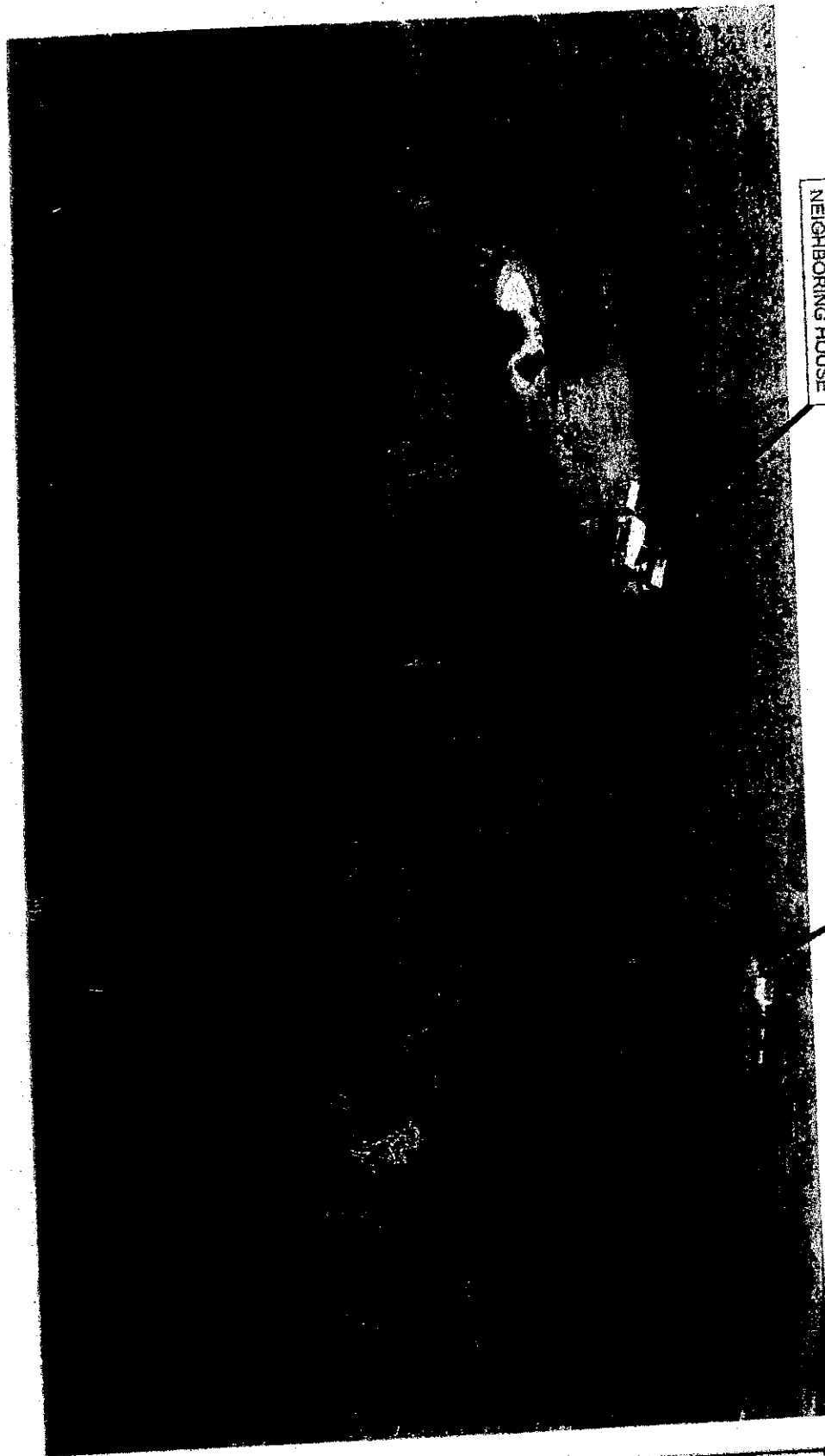
Town of Duanesburg
Source: Google Earth 2019

Schenectady County, NY
August 13, 2019

The Environmental
Design Partnership, LLP
© 2019

Figure:
4

PHOTO 2: LOOKING SOUTHEAST ACROSS PROPERTY LINE



Oak Hill Solar Project
Visual Impact Assessment

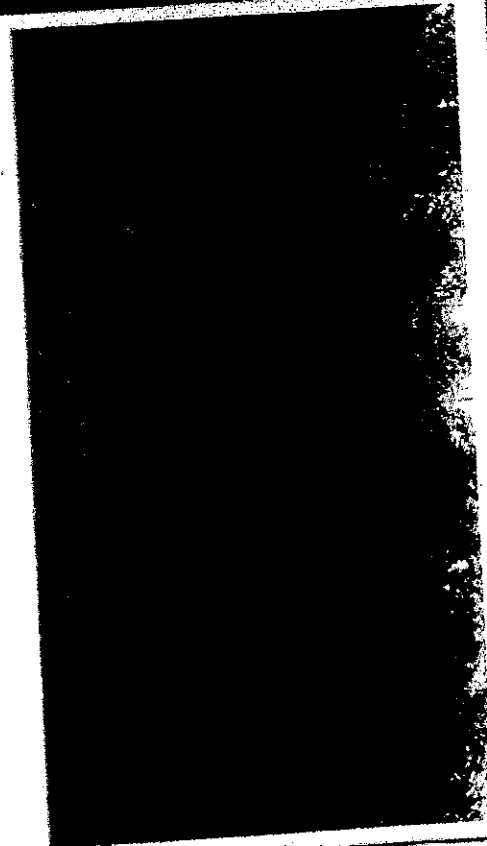
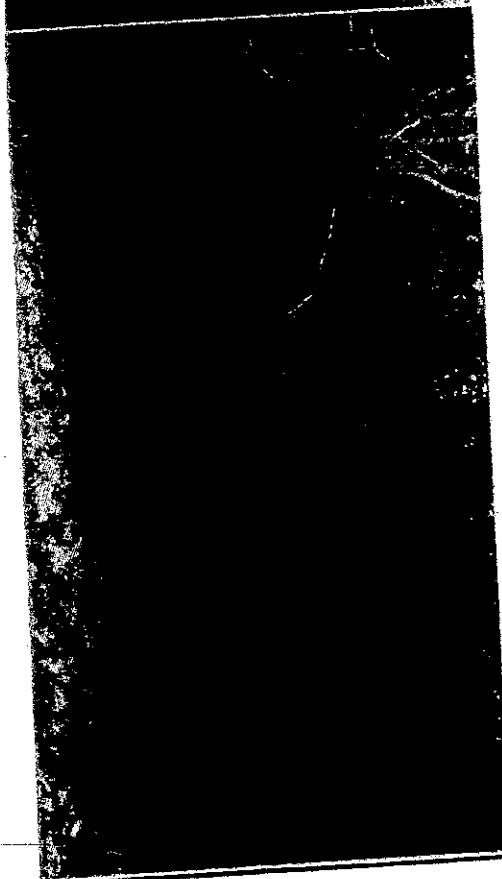
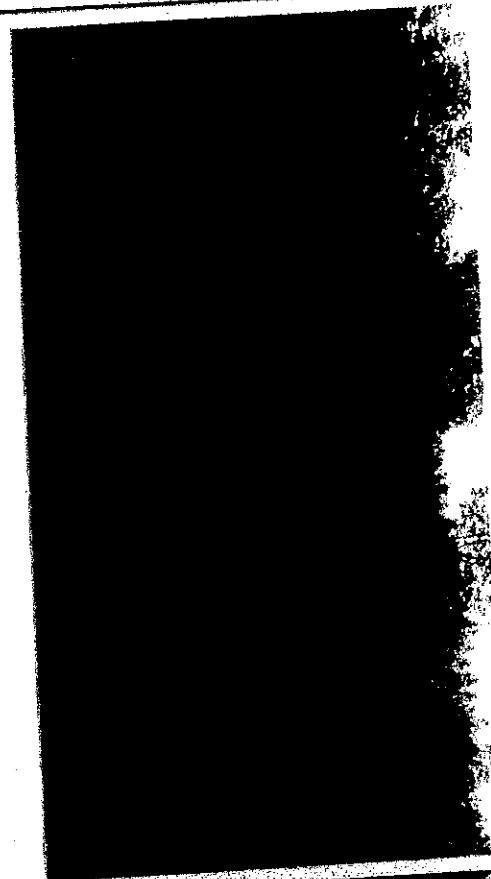
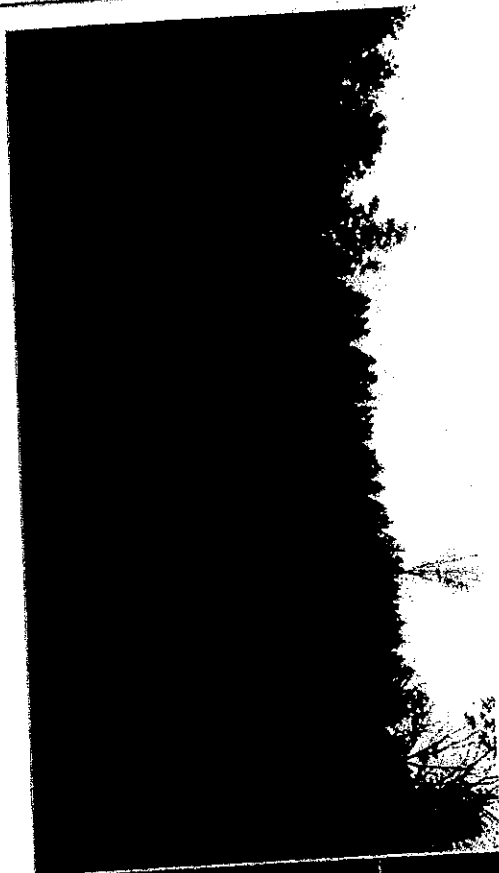
Town of Duaneburg
Source: Google Earth 2019

Schenectady County, NY
August 13, 2019

The Environmental
Design Partnership, LLC
© 2019

Figure:
5

PHOTOGRAPHS FROM SOLAR FARM PROPERTY LOOKING EAST TOWARD BIGGS RESIDENCE



Oak Hill Solar Project
Visual Impact Assessment

Town of Duanesburg
Source: Google Earth 2019

Schenectady County, NY
August 13, 2019

The Environmental
Design Partnership, LLP
© 2019

Figure:
6