

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



*Michael Santulli*, Council Member  
*Francis R. Potter*, Council Member  
*Dianne Grant*, Council Member  
*Andrew Lucks*, Council Member

**Thursday February 9, 2023**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

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

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

**Call to Order**  
**Pledge of Allegiance**  
**Prayer/Moment of Reflection**

**Public Hearing Continuation: Local Law No. 1 of 2023 entitled "Solar Energy Facilities Law of the Town of Duanesburg."**

Council Member Santulli motioned, seconded by Council Member Grant to open the floor for comments.

Motion carried, 4 ayes

Charles Leoni of Scotch Ridge Road asked if the Supervisor received his email regarding ground water testing.

Supervisor Wenzel responded saying that he did and he will be emailing him over a response.

Chuck Claire a Guilderland resident on Meadowdale Rd. asked if Duanesburg has zones larger than C-2? Attorney Bakner responded with our larger parcels in town are R-2. The board had Mr. Claire come up and look at the zoning map that showed how the town is comprised. He

made some other comments on what has happened in his town with tree clear cutting and other things regarding solar farms in his town. He asked if we had safeguards to prevent certain things from happening here. Council Member Santulli stated that I don't believe you can put in iron clad safeguards because property owners prior to the commencement of a plan it is still their property. Property owners can harvest logs on their own property.

Lynne Bruning of 13388 Duanesburg Road read her statements. (Please see attached.)

Patty Maddolox of 457 Sanborne Rd. a surrounding town resident asked a few questions regarding certain sections of the proposed law and made suggestions. Supervisor Wenzel, Attorney Bakner and Greg Harkenrider responded.

Supervisor Wenzel read Josh Barnes letter (see attached).

Supervisor Wenzel read Fred Cobbs letter (see attached).

Lynne Bruning spoke again on screening.

Council Member Grant motioned, seconded by Council Member Lucks to continue the public hearing.

Motion carried, 4 ayes

**Resolution 36-23:** Council Member Grant motioned, seconded by Council Member Santulli to approve the Town Board Meeting minutes of Thursday, January 26, 2023.

Motion carried, 3 ayes Council Member Lucks abstained

**Town Clerk, Jennifer Howe, read the Town Clerk's Report for January 2023 (see attached).**

**Supervisor, William Wenzel, read the Supervisor's Report for January 2023 (see attached).**

**Resolution 37-23:** Council Member Grant motioned, seconded by Council Member Lucks to pay the following claims:

Motion carried, 4 ayes

Vouchers to be Paid  
January 12, 2023

General Fund:	\$135,315.53
Highway Fund:	\$22,897.10
Lighting District #1:	\$552.65
Lighting District #2:	\$1,061.08
Lighting District#3:	\$486.33
SD#1 Fund:	\$1,951.35
SD#2 Fund:	\$6,754.11
SD#3 Fund:	\$674.00
Trust & Agency:	\$358.56
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Total To Be Paid:	\$170,050.71

**Highway:** Highway Superintendent Reed reported that it has been quiet. Specs have come in for the new truck to replace the freightliner. The cab and chassis will be \$185,000 with the whole package coming in around just under \$350,000.

**Public Safety:** Council Member Grant stated there was nothing to report.

**Parks:** Supervisor Wenzel reported that there are still in the talks of putting a skating rink at the Little League field next year. We also spoke about some security measures as far as motion lights and exterior cameras that we want to get put in over at the restroom facilities at both of the parks.

Supervisor Wenzel gave sincere condolences to our Chairperson of our parks committee Jean Frisbee on the loss of her husband. Jean is an unspoken hero with what she has done with this parks committee and really takes it to heart. She is very dedicated in all that she does.

**Sewer District #1, 2 & 3:** Council Member Lucks reported that we picked up our new sewer truck and unfortunately it was involved in a traffic accident that same day. Truck will be going back to the dealer for repair. Bill Brown of Delaware Engineering reported that the new UV was installed in Mariaville and started up.

**Technology:** Council Member Santulli reported that he has extensively went through the website trying to see the maneuverability. I would like to put it out to the community at large that if they have any suggestions for tweaking or improving the website that they could send them along through the website submission to himself or email him at [msantulli@duanesburg.net](mailto:msantulli@duanesburg.net).

#### **Business Meeting:**

**Resolution 38-23:** Council Member Grant motioned, seconded by Council Member Lucks to set a public hearing to provide the general public an opportunity to object to and discuss the proposed developer funded extension to the Town Sewer District No. 3.  
Motion carried, 4 ayes

**Resolution 39-23:** Council Member Lucks motioned, seconded by Council Member Santulli to approve Warren's Autobody as a new vendor for the town.  
Motion carried, 4 ayes

**Privilege of the Floor:**

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

Council Member Grant motioned, seconded by Council Member Lucks to adjourn. 8:13 pm

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 9, 2023.

\*Extended to 2/9/23 @ 7pm

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

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PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on Thursday, **February 23, 2023** at 7:00 p.m. for the purpose of conducting a hearing to consider any objections which may be made to that certain petition (the "Petition"), brought by Valley Mobile Home Court, LLC and Primax Properties, LLC (the "Petitioners") to extend the Town of Duanesburg Sewer District No. 3.

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

**BY ORDER OF THE TOWN BOARD  
TOWN OF DUANESBURG**

Dated: February 9, 2023

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

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

**SECTION ONE. TITLE**

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

**SECTION TWO. PURPOSE**

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

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

**SECTION THREE. AUTHORITY**

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

**SECTION FOUR. DEFINITIONS**

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

ANSI - American National Standards Institute

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

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

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

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

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

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

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

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

NFPA - National Fire Protection Association

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **SECTION FIVE. APPLICABILITY**

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

## **SECTION SIX. REQUIREMENTS FOR SMALL-SCALE SOLAR ENERGY SYSTEMS**

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

4. A ground-mounted accessory solar energy system shall comply with the setback requirements for an ~~major~~ accessory structure in the zoning district in which it is located.
5. A roof-mounted accessory solar energy system shall be mounted as flush as possible to the roof. To achieve proper solar orientation, panels may exceed the roofline by five feet. Ground-mounted or freestanding solar collector height shall not exceed 15 feet when oriented at maximum tilt.
6. All solar collectors and their associated support elements shall, at the time of installation, be designed according to generally accepted engineering practice to withstand wind pressures applied to exposed areas by wind from any direction, to minimize the migration of light or sound from the installation and to minimize the development of sight obstructions for adjacent structures or land parcels.
7. Photovoltaic systems that are integrated directly into building materials such as roof shingles, and that are a permanent and integral part of and not mounted on the building or structure are exempt from the requirements of this article. However, all applicable building codes shall be met and necessary permits obtained. The Code Enforcement Officer may request assistance from the Planning Board to determine whether a solar energy system should be considered exempt or not.
8. In order to ensure firefighter and other emergency responder safety, except in the case when solar panels are installed on an accessory structure less than 1,000 square feet in area, there shall be a minimum perimeter area around the edge of the roof and pathways to provide space on the roof for walking around all solar collectors and panels.
9. Free standing or ground mounted solar collectors are permitted as accessory structures in all zoning districts of the Town subject to the following additional conditions:
  - A minimum ~~25~~ 100-foot ~~perimeter~~ buffer, consisting of natural and undisturbed vegetation, shall be provided ~~between~~ around all mechanical equipment and solar panel arrays ~~and adjacent properties and roadways~~ to provide screening to ~~adjacent properties and roadways~~. The Code Enforcement Officer, in consultation with the Planning Board, shall have the authority to increase the buffer to a maximum of 100 feet if necessary to provide adequate screening. The Planning Board may, at its discretion, reduce the buffer to a minimum of 25 feet where sufficient screening exists or is proposed.
  - The total surface areas of all ground-mounted and freestanding solar collectors shall not exceed the area of the ground covered by the building structure of the largest building on the lot measured from the exterior walls, not including patios and decks.



10. Battery Energy Storage Systems associated with a Small-Scale Solar Energy System shall have an energy capacity of no more than 600 kWh and shall comply with all applicable provisions of Section 1206 of the Uniform Code of New York state. A building permit and an electrical permit shall be required for installation of Small-Scale Battery Energy Storage Systems.

## **SECTION SEVEN. REQUIREMENTS FOR UTILITY-SCALE SOLAR ENERGY SYSTEMS**

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

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

- (a) Property lines and physical dimensions of the site;
  - (b) Location, approximate dimensions and types of existing structures and uses on the site, public roads, and other properties within 1,000 feet of the boundaries of the site;
  - (c) Location and description of all solar energy system components, whether on site or off site, existing vegetation and proposed clearing and grading of all sites involved. Clearing and/or grading activities are subject to review by the Planning Board and shall not commence until the issuance of the SEQRA special use permit and site plan approval;
  - (d) Location of all above and below-ground utility lines on the site as well as transformers, the interconnection point with transmission lines, and other ancillary facilities or structures, including accessory facilities or equipment;
  - (e) Locations of setback distances as required by this law;
  - (f) All other proposed facilities, including electrical substations, storage or maintenance units, fencing and laydown and storage areas to be used as part of construction;
  - (g) All site plan application materials required under Section 14.6.1.4 of the Zoning Law of the Town of Duanesburg. The Planning Board may waive those items in Section 14.6.1.4 that it deems inapplicable to a solar energy system application.
- (2) An electrical diagram detailing the solar energy system installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices identified.
  - (3) Documentation of access to the project site(s), including location of all access roads, gates, parking areas, etc.
  - (4) A storm water pollution prevention plan as per NYS DEC requirements to detail storm water runoff management and erosion control plans for the site.
  - (5) Documentation of utility notification, including an electric service order number.
  - (6) Decommissioning plan, including cost estimate and description and form of financial surety as described in Section Nine of this law.
  - (7) Photo simulations shall be included showing the proposed solar energy system in relation to the building/site along with elevation views and dimensions, and

manufacturer's specs and photos of the proposed solar energy system, solar collectors, and all other components.

(8) Part I of the Full Environmental Assessment Form filled out.

(9) A sound study providing details of the proposed noise that may be generated by inverter fans, or other noise-generating equipment that may be included in the project, including actual readings of existing daytime and night time ambient noise at the boundary of the participating properties; the sound study shall predict the potential increase in noise from the project over the existing ambient noise levels.

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

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

## 2. Permitting Requirements

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

### A. Code Compliance

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

### B. Fencing

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



### C. Signs

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

### D. Visual Impact

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

- 1) When the site is surrounded by existing mature trees, a buffer where no trees shall be cut shall be established and maintained as a wild zone for the life of the facility. The exception to this shall be dead or diseased trees, which will be cut and removed so as to encourage healthy growth of existing trees.
- 2) Trees to be included in screening shall be native and non-invasive species of evergreen, e.g. Eastern red cedar and white spruce, a minimum of 8' tall and 3" in diameter at breast height. It shall be determined and documented by the developer if at the time of planting if any species are threatened due to regional blight, disease, etc. Final decisions on appropriate plantings will be made by the Planning Board.
- 3) The solar facility shall provide for the creation of a buffer that has an offset, double row of densely growing evergreens with the addition of some smaller trees and shrubs in front to create more of a naturalized hedgerow habitat. The purpose of the double row is to provide additional screening early while the trees are still small. While the evergreens should be the dominant tree for screening, addition of some smaller trees and shrubs are to be provided to benefit wildlife and aesthetics.

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

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

5) The design, construction, operation, and maintenance of any solar energy system shall prevent the misdirection and/or reflection of solar rays onto neighboring properties, public roads, and public parks in excess of that which already exists. The Planning Board reserves the right to individually assess what they deem to be sensitive areas potentially impacted by on any proposed solar facility site as part of their review to ensure that negative impacts of solar ray reflection will be prevented. All solar panels shall have anti reflective coating(s) not identified as a hazardous material by the U.S. Environmental Protection Agency, unless an applicant demonstrates the hazardous material is unlikely to cause harm to people, plants or animals when released into the environment. The applicant shall adhere to all federal and state laws, regulations and guidelines regarding PFAS and polytetrafluoroethylene (PTFE) films.

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

#### E. Panel Height

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

#### F. Lot Coverage

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

#### G. Wetlands

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

#### H. Lighting

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



#### I. Access and Parking

A road and parking will be provided to assure adequate emergency and service access. Maximum use of existing roads, public and private, shall be made. Any new access road will be reviewed for fire safety purposes by the Town Building Inspector and the chief of the fire company that serves the area containing the property. Site access shall be maintained at a level acceptable to the local fire department and emergency medical services, including snow removal. Solar facility access road shall be no greater than 26 feet wide. All roadways associated with the solar energy system shall remain unpaved and of pervious surfaces.

#### J. Slopes

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

#### K. Drainage

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

#### L. Road Use

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

#### M. Blasting

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

#### N. Cemeteries

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

#### O. Facilities on Water

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

#### P. Hazardous Materials

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

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

#### Q. Deforestation

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

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

#### R. Setbacks

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

#### S. Wildlife

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

#### T. Agriculture

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

#### U. Underground Wiring

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

#### V. Noise

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

#### W. Construction Hours

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

### **3. Contractual Requirements**

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

#### A. Road Use

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



town roads shall be repaired or reconstructed to the satisfaction of the Town Highway Superintendent at the operator's expense.

#### B. Indemnification

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

#### C. Decommissioning

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

#### D. Payment-in-Lieu of Taxes

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

constructed. The intent of ~~this the above provisions~~ is so that should the operator of the solar energy system default with regard to ~~the such~~ PILOT agreement, ~~that~~ such obligation will become the responsibility of the then owner of the property upon which the solar energy system is sited and ~~that~~ failure to satisfy the terms of such agreement will permit the Town to enforce such agreement ~~as~~ against the owner.

#### E. Community Host

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

### **4. System Operations**

#### A. Safety/Emergency Response

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

#### B. Ownership Changes

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

#### C. Annual Report

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

#### D. Vegetation

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

#### E. Project Changes

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

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

#### F. Certification

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

#### G. Insurance

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

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



2. Insurance Company: The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best's rating of "A".
3. Insurance Policy Cancellation: The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least 30 days prior written notice in advance of cancellation.
4. Insurance Policy Renewal: Renewal or replacement policies shall be delivered to the Town at least 15 days before the expiration of the insurance that such policies are to renew or replace.
5. Copies of Insurance Policy: No more than 15 days after the grant of the permit and before construction is initiated, the permit holder shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.
6. Certificate of Insurance: A certificate of insurance that states it is for information purposes only and does not confer sufficient rights upon the Town shall not be deemed to comply with this law.

#### H. Construction Inspection

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

#### I. Groundwater Testing

The escrow account required herein shall be used to provide water testing of private wells within 1,000 feet of the solar energy facility project boundary prior to construction of the system and at five-year intervals during system operation.

#### J. Maintenance

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

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

#### K. Operational Inspection

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

### **SECTION EIGHT. BATTERY ENERGY STORAGE SYSTEMS**

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

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

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

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



Operation and Maintenance Manual - Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code.

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

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

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

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

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

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

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

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

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

non-emergency and emergency response times of a qualified subject matter expert to the Building Department and local emergency responders.

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

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

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

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

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

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

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

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

## **SECTION NINE. ABANDONMENT OR DECOMMISSIONING OF SYSTEMS**

### **1. Decommissioning Plan**

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

- a. The removal of all energy facilities, structures and equipment including any subsurface wires and footings from the parcel. Any access roads created for building or maintaining the system shall also be removed and re-planted with vegetation.
- b. The cost of removing the entire solar energy system based upon prevailing wages and any other requirements applicable to municipalities under state or federal law and no salvage value shall be attributed to any of the components of the solar energy system and/or the solar energy equipment.
- c. A schedule and methods for the removal of the solar energy system and/or the solar energy equipment, including any ancillary structures.
- d. The time required to restore the property to its pre-installed condition and to repair any damage caused to the property by the installation and removal of the solar energy system.
- e. A plan for restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing. Such restoration shall follow NYS Department of Agriculture & Markets Guidelines for Solar Energy Projects — Construction Mitigation for Agricultural Lands, as updated.

- f. A proposed Decommissioning Agreement, which shall be provided by the applicant and approved by the Town Board. No building permit shall be issued for a solar energy system until the Decommissioning Agreement between the applicant and the town has been executed and financial security provided as below set forth.

## **2. Security**

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

## **SECTION TEN. PUBLIC UTILITY USE**

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

## **SECTION ELEVEN. SEVERABILITY**

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

## **SECTION TWELVE. EFFECTIVE DATE**

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



EXHIBIT A

FORM OF LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE:

[Date of issuance]

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

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

Sir/Madam:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*

\*

\*

Sincerely,  
[ISSUING BANK]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

DRAFT



ATTACHMENT A

**FORM OF DRAW CERTIFICATE**

TO: [ISSUING BANK]

[Address]

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

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

Beneficiary Name and Address:

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

[BENEFICIARY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT B

DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

TO: [ISSUING BANK]  
[Address]

Date:

PAY TO: [BENEFICIARY]

U.S.\$ \_\_\_\_\_

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

[BENEFICIARY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO Box 160  
Quaker Street, NY 12141

William Wenzel, Supervisor  
Town Board  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

Transmitted via email: [jhowe@duanesburg.net](mailto:jhowe@duanesburg.net)

February 9, 2023

Re: Public Hearing Solar Law request site plan, SWPPP, decommissioning Agreement and other documents are required to be sealed and signed by registered and licensed NYS architect or engineer.

Dear William Wenzell and the town board,

Thank you for the opportunity to provide comments at tonight's public hearing for the town of Duanesburg's draft 2023 Solar Facilities Law.

Lynne Bruning and Susan Biggs 13388 Duanesburg Road, Delanson, NY 12053

Please include my comments with the official meeting minutes as posted on the town website.

Town of Duanesburg's draft 2023 Solar Facilities Law Section Seven 1.E.1. states:  
"A site plan prepared by a professional engineer registered in New York State..."

Prepared is not the same as a site plan sealed and signed by an architect or engineer.

Site plans that are "prepared" by a New York State licensed and registered engineer or architect may not be in agreement with:

New York State Law Article 145, Professional Engineering, Land Surveying and Geology  
Section 7209.1

As found on the New York State Office of Profession website:

<https://www.op.nysed.gov/title8/education-law/article-145>

“No official of this state, or of any city, county, town or village therein, charged with the enforcement of laws, ordinances or regulations shall accept or approve any plans, specifications, or geologic drawings or reports that are not stamped:

- a. With the seal of an architect or professional engineer or land surveyor or professional geologist licensed in this state and bearing the authorized facsimile of the signature of such architect or professional engineer or land surveyor or professional geologist, or
- b. With the official seal and authorized facsimile of the signature of a professional engineer or land surveyor or professional geologist not a resident of this state and having no established business in this state, but who is legally qualified to practice as such in his or her own state or country, provided that such person may lawfully practice as such in this state, and provided further that the plans, specifications, or geologic drawings or reports are accompanied by and have attached thereto written authorization issued by the department certifying to such right to practice at such time.”

and

New York State Law Article 147, Architecture, Section 7307.1

As found on the New York State Office of Profession website:

<https://www.op.nysed.gov/professions/architecture/laws-rules-regulations/article-147#>:

“No official of this state, or of any county, city, town or village therein, charged with the enforcement of laws, ordinances or regulations relating to the construction or alteration of buildings or structures, shall accept or approve any plans or specifications that are not stamped:

- a. With the seal of an architect or professional engineer registered in this state and bearing the authorized facsimile of the signature of such architect or professional engineer; or
- b. With the official seal and authorized facsimile of the signature of an architect or professional engineer not a resident of this state and having no established business in this state, but who is legally qualified to practice as such in his own state or country, provided that such person holds a limited permit issued by the department, and provided further that the plans or specifications are accompanied by and have attached thereto written authorization issued by the department for the specific project.”

There may be exceptions as found in Article 147 Section 7037.5 which states:

“This article shall not apply to:

- a. Farm buildings, including barns, sheds, poultry houses and other buildings used directly and solely for agricultural purposes; nor to residence buildings of gross area of fifteen hundred square feet or less, not including garages, carports, porches, cellars, or uninhabitable basements or attics; or
- b. Alterations, costing ten thousand dollars or less, to any building or structure within the city of New York and twenty thousand dollars or less, to any building or

structure outside the city of New York which do not involve changes affecting the structural safety or public safety thereof.”

It appears that the Town of Duanesburg draft 2023 Solar Facilities Law version 2 does not meet or exceed New York State Law requiring site plans to be sealed and signed by a registered and licensed engineer or architect.

Furthermore the history of New York State model solar law specifically states that blueprints and site plans are required to be sealed and stamped by a registered and licensed engineer or architect.

### **May 2016**

New York State Model Solar Energy Law prepared by CUNY, US Department of Energy, and Pace Law School Land Use Law Center.

As found on website:

[https://nysolarmap.com/media/1620/nys\\_model\\_solar\\_energy\\_lawtoolkit\\_final\\_final.pdf](https://nysolarmap.com/media/1620/nys_model_solar_energy_lawtoolkit_final_final.pdf)

Section 6.b.

“For a special permit application, the site plan application is to be used as supplemented by the following provisions.

1) If the property of the proposed project is to be leased, legal consent between all parties, specifying the use(s) of the land for the duration of the project, including easements and other agreements, shall be submitted.

2) Blueprints showing the layout of the Solar Energy System signed by a Professional Engineer or Registered Architect shall be required”

### **March 23, 2018**

NYSERDA Model Solar Energy Local Law Webinar hosted by Houtan Moaveni, who is now the Executive Director of New York State Office of Renewable Energy Siting.

As found on YouTube Minute 40:20:

<https://youtu.be/H86D1pbs52s?t=2425>

Slide #35 Section 8.I: Tier 3 Site Plan Requirements

“Signed and sealed engineering documents by a NYS Licensed Professional Engineer, or Registered Architect.”

The reason I find language requiring the site plan to be sealed and signed is that the Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC site plan, SWPPP, decommissioning agreement and other application documents did not provide the engineer’s seal and signature. Without a seal and signature the engineer may not be held legally responsible for the information provided. This may create a loophole large enough to drive four tractor trailers full of lithium-ion batteries through.

I request that the town board please protect the town and taxpayers by revising the draft 2023 Solar Energy Facilities Law to require the applicants site plan, stormwater prevention protection plan, decommissioning agreement as well other documents to be sealed and signed by a NYS registered and licensed engineer and/or architect prior to special permit approval.

Thank you for your time and consideration.

Respectfully,  
Susan Biggs  
Lynne Bruning  
720-272-0956  
lynnebruning@gmail.com

Enc: Site plan for Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC approved by the Duanesburg Planning Board September 19, 2019.

CC: William Wenzel, Supervisor Town of Duanesburg  
Greg Hardenriker, Chair Duanesburg Solar Law Committee  
Jeffery Schmitt, Chair Duanesburg Planning Board  
Nelson Gage, Chair Duanesburg Zoning Board  
Jennifer Howe, Clerk Town of Duanesburg





Image is not centered on the page.  
Abutter's houses are not shown.

ORIGINAL

ENTERED OK 9/17/19  
BY: MD 238

abutters houses not provided

The site plan contains an  
unrelated parcel to the north  
with tax id 74.00-2-5-11.

abutters house not provided

Compared to the May 7, 2018 site plan the tree  
line is significantly reduced. SEQRA began July  
2018 and ended July 2019. The July 2018 FEA  
shows that 20.94 acres of trees to be removed.  
Solar Law limits tree clearing to 20,000 sq.ft.

graphic scale not provided

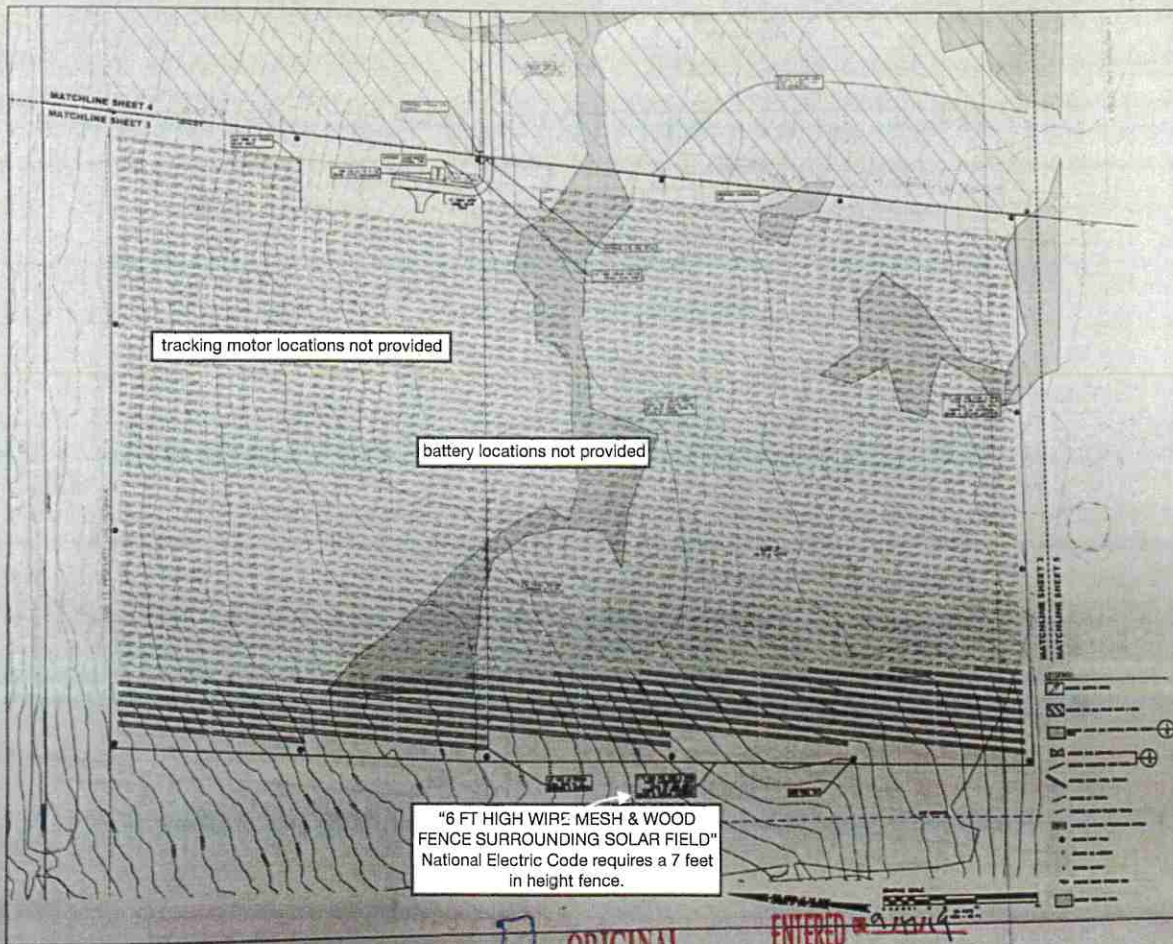
**edp**  
Environmental Design Professionals  
1100 West 14th Street  
Chicago, IL 60604  
Tel: 312.467.1100  
Fax: 312.467.1101  
www.edpinc.com

PROPOSED SITE PLAN FOR  
**OAK HILL SOLAR 1&2**  
APPLICANT: OAK HILL SOLAR 1, LLC; OAK HILL SOLAR 2, LLC  
OWNER: OAK HILL SOLAR 1, LLC; OAK HILL SOLAR 2, LLC  
DESIGNED BY: EDP INC.  
DATE: 9/17/19

1"=100'  
NOT FOR  
CONSTRUCTION  
EXISTING  
CONDITIONS

2 of 10





**ep**

PROPOSED SITE LOCATION  
**OAK HILL SOLAR 142**  
APPLICATION FOR INTERMITTENT USE OF LAND IN AGRICULTURAL ZONING DISTRICT 1, LLC OF OAK HILL SOLAR 2, LLC

3 of 10

ORIGINAL

ENTERED 9/11/19  
BY: MD 2:30

[illegible]

lay down yard not provided

battery locations not provided

ORIGINAL ENTERED ON 9/17/19  
BY MD 2:30

[illegible]









S06°20'20"E

# DISTURBANCE CALCULATIONS

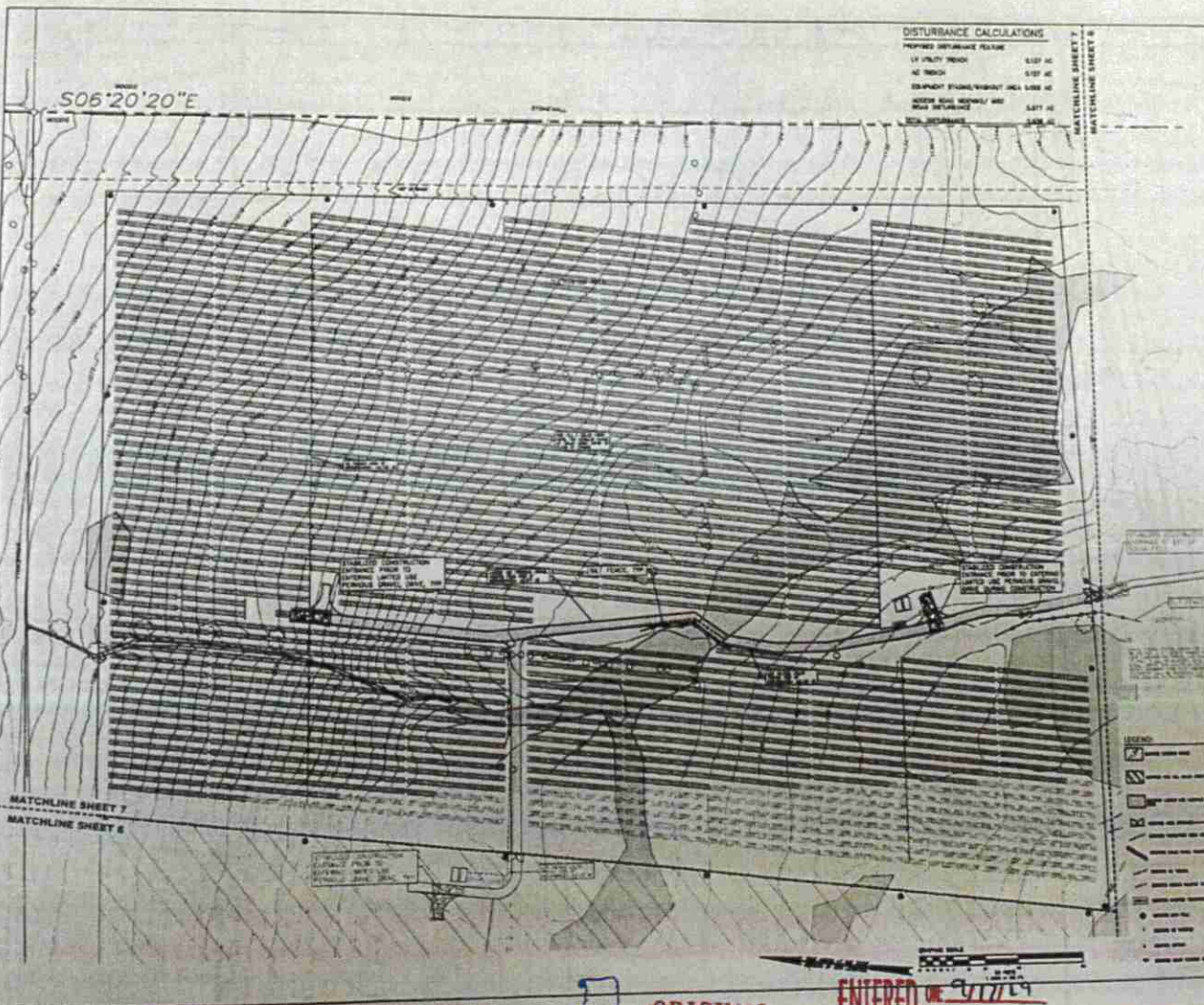
PROPOSED DISTURBANCE FEATURE	
14 UTILITY TRENCH	0.107 AC
42 ROAD	0.107 AC
CONCRETE FOUNDATION/PAVING AREA 0.000 AC	
WOODEN SIGN MONUMENT/ WOOD SIGN SET-UP/PAVING	0.011 AC
TOTAL DISTURBANCE	0.225 AC

MATCHLINE SHEET 7  
MATCHLINE SHEET 8



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

7 of 10



MATCHLINE SHEET 7  
MATCHLINE SHEET 6

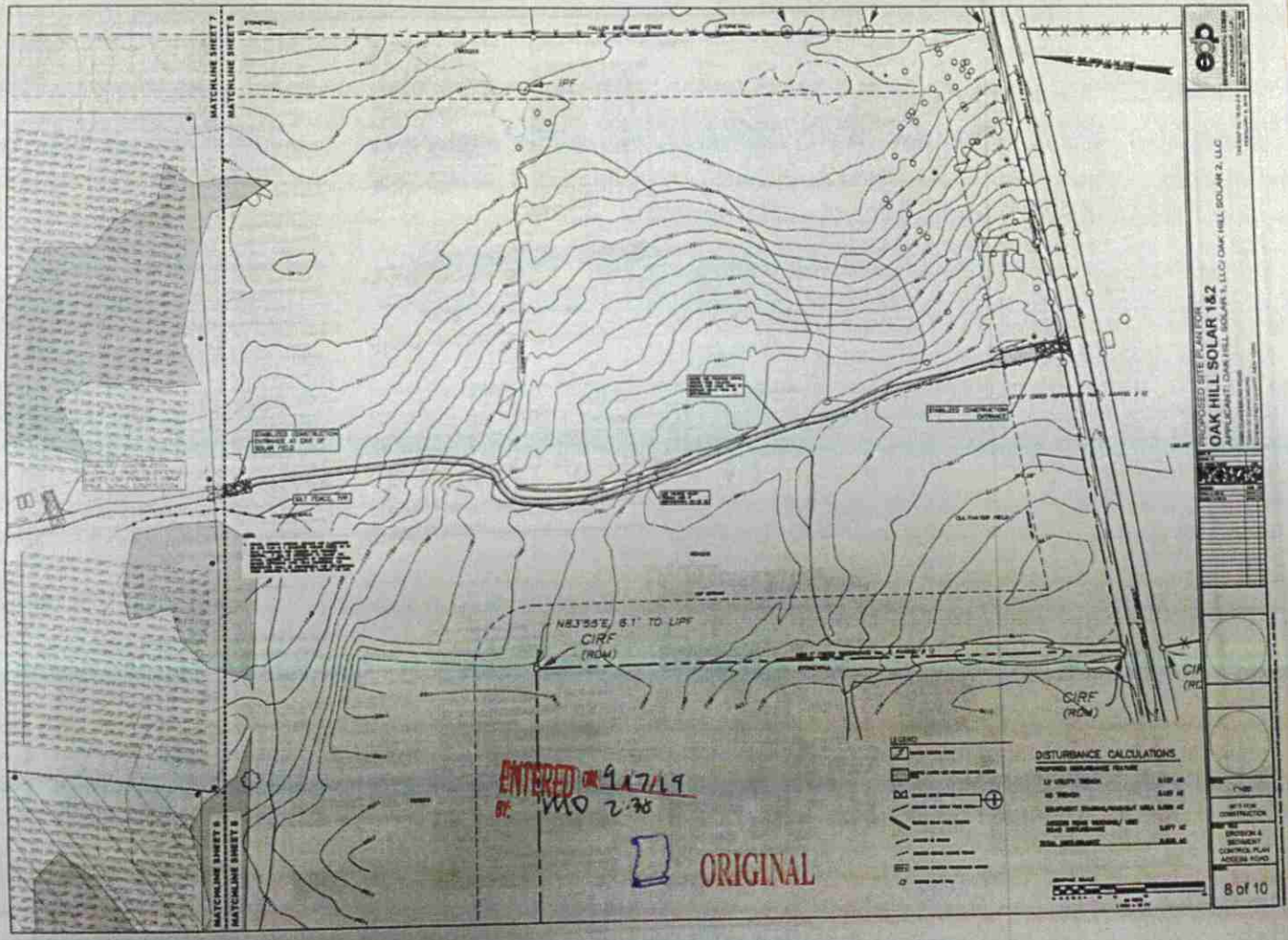
- LEGEND
- [Symbol] EXISTING ROAD
  - [Symbol] PROPOSED ROAD
  - [Symbol] EXISTING UTILITY
  - [Symbol] PROPOSED UTILITY
  - [Symbol] EXISTING DISTURBANCE
  - [Symbol] PROPOSED DISTURBANCE
  - [Symbol] EXISTING SOLAR
  - [Symbol] PROPOSED SOLAR



ORIGINAL

ENTERED ON 9/17/19  
BY: MD 7-2









Electrical drawings not provided

Tracking panel system drawings not provided

wire is not in  
conduit  
wire may not be  
removed at  
decommissioning  
wire coatings are  
known to contain  
PFAS

TRENCH CROSS SECTION (BY OTHERS)

symbol for dirt  
equipment pad not provided

length not provided

distance between  
panels not provided

length

width

height

SPARE PART CONTAINER (BY OTHERS)

ENTERED ON 9/17/19  
BY MD 2:30

CMIG

Battery energy storage detail not provided  
Equipment pads not provided  
HVAC not provided  
Control Gear not provided  
Switchgear not provided

Transformer  
station

length not provided

symbol for concrete  
equipment pad provided

TRANSFORMER STATION (BY OTHERS)

DCV POLE DETAIL (BY OTHERS)

INVERTER ON POLES (BY OTHERS)

edp

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

10 of 10

## Jennifer Howe

---

**From:** Joshua Barnes <arrowrolloffs@gmail.com>  
**Sent:** Thursday, February 9, 2023 4:41 PM  
**To:** Jennifer Howe  
**Subject:** Solar Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it may concern

I would like to suggest a few ideas to be discussed during the solar law review.

1. at time of application a 32 sf.ft. sign is posted at the access road this is in alignment with the town telecommunications law.
2. There should be two laws: Solar facilities Law and the Battery Energy Storage Law. Combining them into one document is confusing and misleading.
3. There should be review and public hearing for the site plan. If approved then there should be review and public hearing for special use permit.
4. Limiting it to commercial/industrial zones

Sent from my iPhone

**352 Thousand Acre Rd**

**Delanson, NY 12053**

**01/29/2023**

**Jennifer Howe (518) 895-8920**

**Town Clerk**

**Town Clerk's office**

**5853 Western Turnpike, Duanesburg, NY 12056**

**DUANESBURG SOLAR LAW DRAFT--FEEDBACK**

**Dear Jennifer:**

I was born in Delanson in 1949, moved away briefly, and then came back to build my home on Thousand Acre Rd in the 70's. During my time here I noticed that water runoff and drainage have always been a big problem in Duanesburg. I've been living here for over 50 years, and I've seen first-hand how runoff water from heavy rains can damage homes and property. If large multi-acre projects are not monitored to maintain proper surface water runoff during heavy abnormal rainfall periods, then eventually there will be flooding and it could be catastrophic. In addition to the ubiquitous surface water runoff issues throughout Duanesburg we also have large areas of wetlands that have drainage paths which expand greatly during heavy rains. I feel these drainage problems are not currently being addressed adequately and are continually getting worse; and, to make things even worse yet the drainage and runoff issues are certainly not addressed as well as they should be in the Duanesburg Solar Law Draft. I have read the SOLAR ENERGY FACILITIES LAW TOWN OF DUANESBURG LOCAL LAW No. OF 2023 Draft and think it falls short in the following areas listed below.

**For the Utility-Scale solar energy systems:**

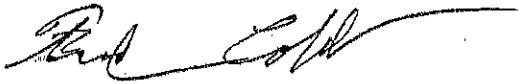
1. It is essential to perform an initial infiltration rate and initial water runoff rate by a certified contractor to get a baseline runoff rate for the lands being pursued for development. These tests should be done annually at the expense of the owner/ operator, as well, to ensure that soil compaction from maintenance and from the soil amendments brought in for future installation and subsequent upgrades/ maintenance is not changing the water runoff rate to be less than it was pre-development. The law must require the water runoff rate to be restored to be as good or better than pre-development if found to be less than the pre-development rate.
2. The buffer zone distances should be doubled to insure adequate isolation from the rest of the community. These zones must be constructed in such a manner as to totally and completely block visual contact from adjacent and non-participating properties to insure that property values will not be adversely affected. The buffer zones must be inspected annually to assure they're properly maintained to the original standards at the expense of the owner/ operator.

3. Safety inspections should be required annually at the expense of the owner/ operator of the system to ensure safety standards are strictly adhered to as solar cells are often made from hazardous materials and chemicals that can leach into the soil from broken or malfunctioning units. The solar law must require that these defective materials be removed immediately from the area.

Further, over the period of time I've resided in Duaneburg I have not talked to anyone who is in favor of destroying the landscape by removing trees that provide clean air, soil, and water. And, then having their property value plummet in order to supply electricity to New York City. We all expect local public officials to advocate for strong legislation to protect citizens from our land and property from being devalued and manipulated for the benefit of those who don't even reside in the community.

Sincerely,

Frederick M. Cobb Jr

A handwritten signature in black ink, appearing to read "Fred Cobb", with a long horizontal flourish extending to the right.



Account#	Account Description	Fee Description	Qty	Local Share
		Parkland Fees	1	750.00
		Temporay CO	1	50.00
	Marriage License Fee	Marriage License Fee	2	35.00
	Misc. Fees	Certified Copies - Death	29	290.00
	Subdivision Major	Subdivision Major	1	750.00
		<b>Sub-Total:</b>		<b>\$1,875.00</b>
A1255	Conservation	Conservation	1	1.10
		<b>Sub-Total:</b>		<b>\$1.10</b>
A2544	AFTER 30 DAYS	AFTER 30 DAYS	7	35.00
	Dog Licensing	Female, Spayed	21	294.00
		Female, Unspayed	1	22.00
		Male, Neutered	20	280.00
		Male, Unneutered	6	132.00
		Replacement Tags	1	5.00
		<b>Sub-Total:</b>		<b>\$768.00</b>
B2555	Building Permits	Building Permits	4	380.00
	Other Permits	Other Permits	2	60.00
		<b>Sub-Total:</b>		<b>\$440.00</b>
		<b>Total Local Shares Remitted:</b>		<b>\$3,084.10</b>
Amount paid to: NYS Ag. & Markets for spay/neuter program				62.00
Amount paid to: NYS Environmental Conservation				18.90
Amount paid to: State Health Dept. For Marriage Licenses				45.00
<b>Total State, County &amp; Local Revenues:</b>				<b>\$3,210.00</b>
		<b>Total Non-Local Revenues:</b>		<b>\$125.90</b>

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

Resolutions # 38-23

Town of Duanesburg Town Board

February 9, 2023

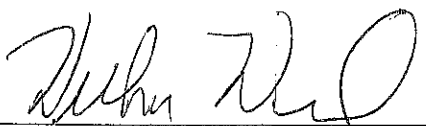
**WHEREAS**, in June of 2022, Primax Properties, LLC (the "Petitioner") submitted an application to the Town of Duanesburg Planning Board for site plan and special use permit for a 10,696 +/-square foot, one story, retail facility for Dollar General (the "Project") to be located within the C-2 Commercial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

**WHEREAS**, in connection with the Project Approval, the Petitioner submitted a petition, as well as the map, plan and report, to the Town Board for the approval of a developer funded Extension to the Town Sewer District No. 3 (the "Extension"), as more particularly described in the Petition, attached hereto as Exhibit A;

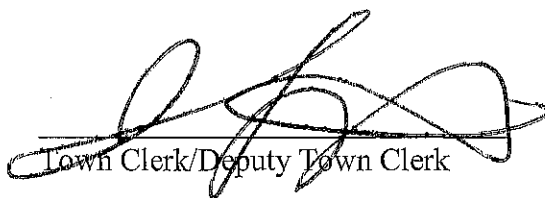
**WHEREAS**, the Town Board must set a public hearing to provide the general public with an opportunity to object to and discuss the Petition;

**NOW, THEREFORE BE IT RESOLVED**, that the public hearing shall be held at the Town Offices of Duanesburg, 5853 Western Turnpike on Thursday, February 23, 2023 at 7:00 p.m. and that the Town Clerk is directed to publish that notice in the Town's official newspaper no later than 10 days before the date of the public hearing and to post the notice on the Town's website and bulletin board.

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



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: Supervisor Wenzel, Council members Grant, Santulli & Lucks  
Absent: Council member Potter

Town Board Members:

Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
Rick Potter	<input type="radio"/> Yea	Nay	Abstain Absent
William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain

## **EXHIBIT “A” – THE PETITION**

TOWN BOARD  
TOWN OF DUANESBURG

STATE OF NEW YORK  
COUNTY OF SCHENECTADY

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

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

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

---

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

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

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

D.

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

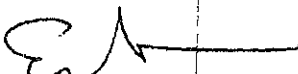
[SIGNATURE PAGE FOLLOWS]



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

**PETITIONER**

VALLEY  
MOBILE  
HOME  
COURT, LLC

By:   
Name: Eric Dden  
Title: owner

**PETITIONER**

PRIMAX  
PROPERTIES  
, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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


**PETITIONER**

VALLEY MOBILE HOME COURT, LLC

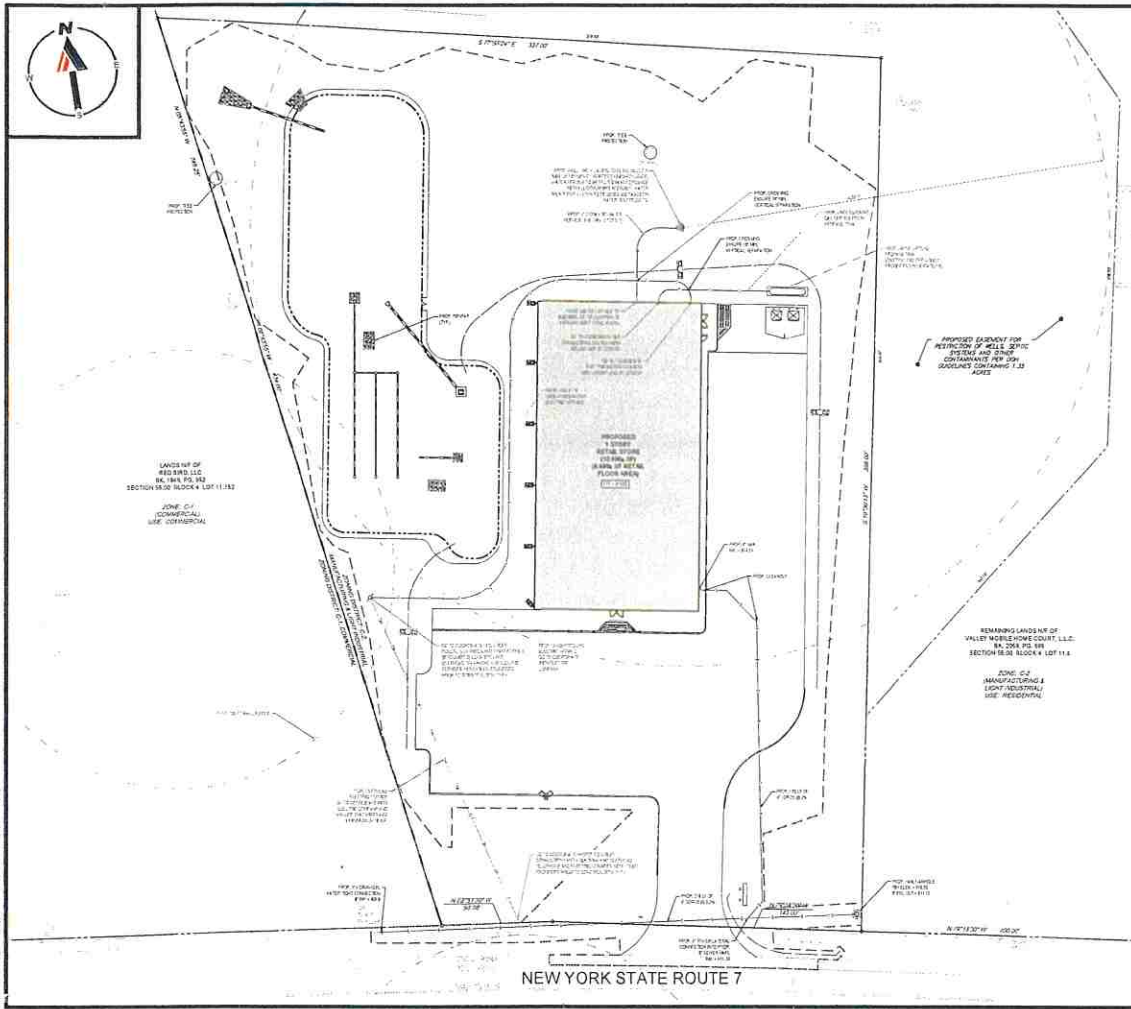
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PETITIONER**

PRIMAX PROPERTIES, LLC

By:  \_\_\_\_\_  
Name: Adam F. Sellner  
Title: Vice President

**EXHIBIT "A" – SURVEY MAP**



THIS PLAN TO BE UTILIZED FOR  
UTILITIES PURPOSES ONLY. REFER TO  
GENERAL NOTES SHEET  
FOR ADDITIONAL GRADING & UTILITY  
NOTES

**BOHLER**  
ENGINEERING

1150 ROUTE 90  
SUITE 100  
ALBANY, NY 12204  
TEL: 518-866-1111  
WWW.BOHLERENGINEERING.COM

REVISIONS	
NO.	DATE
1	10/15/10
2	10/15/10
3	10/15/10
4	10/15/10
5	10/15/10
6	10/15/10
7	10/15/10
8	10/15/10
9	10/15/10
10	10/15/10

**811**  
TOLL FREE  
RELAYS CALL 811  
NY TEL: 811-3663, 811-3663

**PRELIMINARY**

PROJECT NO.: 101010  
DATE: 10/15/10  
SCALE: AS SHOWN

**PROPOSED SITE  
PLAN DOCUMENTS**

FOR  
**PRIMAX  
PROPERTIES,  
LLC**

**PROPOSED  
DEVELOPMENT**

MAP: 16.10 BLOCK 4 LOT 11.1 & 12  
TOWN OF ALBANY  
Schenectady County  
NEW YORK

**BOHLER**  
ENGINEERING

1150 ROUTE 90  
SUITE 100  
ALBANY, NY 12204  
TEL: 518-866-1111  
WWW.BOHLERENGINEERING.COM

**M.D. LESSARD**

PROFESSIONAL ENGINEER  
STATE OF NEW YORK  
NO. 101010

**UTILITY PLAN**

**C-501**

REVISION: 1 - 10/15/10

**EXHIBIT "B" - RESOLUTIONS**



**Resolution**

**Town of Duanesburg Town Planning Board**

**November 17, 2022**

RECEIVED  
NOV 18 2022  
TOWN OF DUANESBURG  
TOWN CLERK

Moved by Joshua Houghton and seconded by Matt Hoffman

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

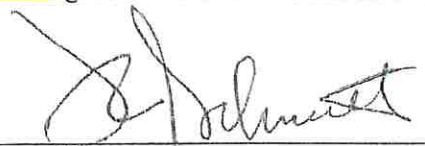
1. No clearing of trees greater than three inches diameter at breast height can occur except from November 1 through March 31 of any given year;

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

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

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

Planning Board of the Town of Duanesburg

  
 Jeffrey Schmitt, Planning Board Chair

Date: November 17, 2022



# Short Environmental Assessment Form

## Part 1 - Project Information

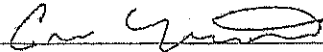
### Instructions for Completing

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

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

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

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

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

**PRINT FORM**

**Agency Use Only (If applicable)**

Project:	Dollar General
Date:	6/10/22

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

**Part 2 is to be completed by the Lead Agency.**

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

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

**PRINT FORM**

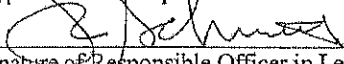


### Short Environmental Assessment Form Part 3 Determination of Significance

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

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

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

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

APPLICATION FOR THE PLANNING BOARD  
TOWN OF DUANESBURG  
\*\*\*\*\* FOR OFFICE USE ONLY \*\*\*\*\*

Revised 06/02/2020 -MD

CHECKLIST OF REQUIRED INFORMATION:

- ☒ Title of drawing.
- ☒ Tax Map ID #
- ☒ Zoning district
- ☒ Current Original Deed
- ☒ NYS Survey (L.S. & P.E.)
- ☒ North Arrow, scale (1"=100')
- ☒ Boundaries of the property plotted and labeled to scale.
- ☒ School District/Fire District
- ☒ Green area/ landscaping
- ☒ Existing watercourses, wetlands, etc.
- ☒ Contour Lines (increments of 10ft.)
- ☒ Easements & Right of ways
- ☒ Abutting Properties Wells/ Sewer Systems within 100ft.
- ☒ Well/ Water system

- ☒ Septic system: Soil investigation completed?
- ☒ Sewer System: Which district?
- ☐ Basic SWPPP (12)
- ☐ Full Storm Water Control Plan (More than an acre)
- ☒ Other (Building Set Backs)
- ☐ Storm Water Control Plan
- ☒ Short or long EAF [www.dec.ny.gov/esfmapper/](http://www.dec.ny.gov/esfmapper/)
- ☐ Street pattern: Traffic study needed?
- ☐ All property Mergers REQUIRE both owners Signatures on the Application

Additional Requirements for Special Use Application:

- ☒ New or existing building
- ☒ Business Plan, Hours of operation, & number of employees,
- floor plan, uses, lighting plan/ landscaping/signage
- Parking, Handicap Spaces, & lighting plan

Date 5/25/22

Application type: ☐ Major Subdv ☐ Minor Subdv ☒ Special Use Permit ☐ Site/ Sketch Plan Review ☐ Lot Line Adjust  
Proposal: A 10,640 SF± square foot retail store is proposed on a 2.5± acre parcel of land. Associated access, utilities, signage, storm water and lighting are proposed.

Section 12.4 (28) of Zoning Ordinance.

Valley Mobile Home Court, LLC

Present Owner: (Primax Properties under contract) (AS APPEARS ON DEED!!)

Address: POB 130 House Cove NY Zip code: 12092

Phone # (required) 518 296 8373

Primax Properties, LLC

Applicants Name (if different): c/o Bohler

Phone# (required) (518) 438-9900

Location of Property (if different from owners) NYS Route 7 (East of 6296 NYS Route 7)

Tax Map # 35-00-4-11.1 Zoning District C-2

owner Valley mobile Home Court LLC

Signature of Owner (S) (if different from Applicant (AS APPEARS ON DEED!))

LANDS CONVEYED TO (REQUIRED FOR MERGERS)

Signature of receiving Property Owner (AS APPEARS ON DEED!!)

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

owner valley mobile Home Court Date 5/27/22

Signature of Owner(S) and/or Applicant(S)

ALL APPLICATION FEES ARE NON-REFUNDABLE!

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

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ ☐ Refer to Code Enforcement Section \_\_\_\_\_ of \_\_\_\_\_ Ordinance

Planning Commission Comments: \_\_\_\_\_

Planning Chairperson

Date

Code Enforcement

Date

RECEIVED  
JUN 06 2022

VIET  
JUN 06 2022

TOWN OF DUANESBURG

Application# \_\_\_\_\_

Agricultural Data Statement

Date: 5/31/22

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

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

1. Type of Application: Special Use Permit Site Plan Approval Use Variance; Area Variance; Subdivision Approval (circle one or more)
2. Description of proposed project:  
The existing site is proposed to be developed with a 10,640± square-foot retail store. Lighting, landscaping, utilities, storm water management, etc., are proposed as part of the project.
3. Location of project: Address: NYS Route 7 (Duanesburg Road)  
Tax Map Number (TMP) 55.00-4-11.6-2
4. Is this parcel within an Agricultural District? YES NO (Check with your local assessor if you do not know.)
5. If YES, Agricultural District Number \_\_\_\_\_
6. Is this parcel actively farmed? YES NO
7. List all farm operations within 500 feet of your parcel. Attach additional sheet if necessary.

NAME: <u>Potnam #114</u>	NAME: _____
ADDRESS: _____	ADDRESS: _____
Is this parcel actively farmed? <u>YES</u> NO	Is this parcel actively farmed? YES NO
NAME: _____	NAME: _____
ADDRESS: _____	ADDRESS: _____
Is this parcel actively farmed? YES NO	Is this parcel actively farmed? YES NO

Signature of Applicant: CARYN MLODZIANOWSKI - BOHLER  
Signature of Owner (if other than applicant): \_\_\_\_\_  
Reviewed by: [Signature] Date: 4/22/22  
Dale R. Warner

Revised 4/4/17

FARM NOTE

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

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

**EXHIBIT "C" - EASEMENT**



**SANITARY SEWER EASEMENT  
AND MAINTENANCE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

TOWN OF DUANESBURG

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PRIMAX PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

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

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Property**



**EXHIBIT B**

**Map**

**EXHIBIT "D" – BILL OF SALE**

## **BILL OF SALE**

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

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

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

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

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

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Seller has executed this Bill of Sale as of the \_\_\_\_ day of February, 2023.

PRIMAX PROPERTIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

Notary Public



17 Computer Drive West  
Albany, NY 12205  
518.438.9900

70 Linden Oaks, Third Floor, Suite 15  
Rochester, NY 14625  
585.866.1000

**Via Overnight & Electronic-Mail Delivery**

February 7, 2023

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

Attention: Town Board

**Re: Proposed Sewer District #3 Expansion  
Tax Map # 55.00-4-11.6  
NYS Route 7**

Dear Supervisor and Members of the Town Board:

On behalf of our client, Primax Properties, LLC, we are pleased to provide a "Map, Plan, and Report", dated February 2, 2023 for your consideration. We look forward to being placed on the next available Town Board agenda to begin the review of this request. Should you have any questions do not hesitate to contact our office at (518) 438-9900.

Sincerely,

**BOHLER ENGINEERING AND LANDSCAPE ARCHITECTURE NY, PLLC**

Caryn Mlodzianowski

**cc: Primax Properties, LLC  
Dale Warner, Town of Duanesburg  
William Brown, P.E., Delaware Engineering, D.P.C.**



**MAP PLAN AND REPORT**

**PROPOSED EXTENSION OF MUNICIPAL SANITARY SYSTEM  
TOWN OF DUANESBURG SEWER DISTRICT #3**

**Primax Properties, LLC  
Proposed Dollar General Retail Building  
Tax Map # 55.00-4-11.6  
NYS Route 7  
Town of Duanesburg, Schenectady County, New York**

**February 2, 2023**

**Prepared by  
Bohler Engineering and Landscape Architecture NY, PLLC  
17 Computer Drive West  
Albany, NY 12205  
B210192**

### **Introduction:**

Primax Properties, LLC is proposing to construct a new 10,696 +/- square foot retail building along with associated parking, access drive, and utilities on a 2.5 +/- parcel of land located on the north side of NYS Route 7, Tax Map # 55.00-4-11.6, in the Town of Duanesburg, Schenectady County, New York. Proposed features include landscaping, lighting, paved parking and access drives, trash enclosure, utilities and storm water management practices.

### **Existing Conditions:**

The 2.5 +/- acre parcel is currently undeveloped. Ground cover consists mainly of meadow areas. The topography of the site is sloped towards the rear of the lot with most of the stormwater flowing towards the northwestern property boundary. The land uses in the immediate vicinity of the site consist of residential houses, farmland, and commercial properties. The subject property is currently not in a Town of Duanesburg Sewer District and municipal sewer does not service the site.

### **Proposed Conditions:**

Primax Properties, LLC proposing to construct a new 10,696 +/- square foot, one story retail store on the subject site. Since the subject site is not current within the Town sewer district an on-site septic system was initially proposed for the project. Due to the fact that the sewer district includes the parcel adjacent to the subject site to the west, the Town requires the developer for this project (Primax Properties, LLC) to seek approval to extend the sewer district and main.

### **Existing Municipal Sanitary System:**

Review of the Town of Duanesburg Sewer District #3 Map, prepared by Delaware Engineering DPC, last revised October 2017 shows the existing sewer district extends to the abutting property west of the proposed project site along the north side of NYS Route 7. The district extends beyond the proposed project site along NYS Route 7 to the south.

The portion of the sanitary main nearest the site runs parallel along the north side of NYS-Route 7 with the nearest manhole approximately 27 feet west of proposed development site's property line.

### **Proposed Addition to the Municipal Sanitary System:**

We are proposing an expansion to the sanitary sewer district as requested by the Town through the Site Plan Review/ Special Use Permit application process.

Historical flow data/water usage for similar Dollar General retail stores shows that an average usage of less than 100 gallons per day with a 140 GPD peak flow can be expected (See attached supporting documentation, Village of Holly Dollar General Store: 22 GPD +/-, City of Jamestown Dollar General Store: 75 GPD +/-). Conservatively for other Dollar General stores we have designed the system based on 200 gallons per day for the system.

The proposed improvements to the municipal system would be composed of approximately 218 feet of 8" SDR-35 piping connecting to the existing manhole west of the site and running across the frontage of the entire subject site with a minimum 4 foot of cover. A 4' diameter manhole is proposed along the eastern property line of the subject property to allow for any possible future expansions.

Within the 218-foot run one 4" wye is proposed to connect the Dollar General retail store as shown on the Utility Plan enclosed with this report.

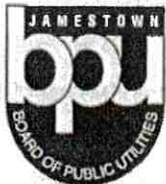
Approximately 170 feet of 4" SDR-21 runs from the proposed retail store to the proposed 8" sanitary main. Proposed cleanouts have been added at all bends and within 5 feet after existing the building.

### **Summary:**

Based on historical flow data for similar Dollar General retail stores, less than 100 GPD is the documented flow for the facility, however the system has been conservatively designed to accommodate 200 GPD. The existing municipal system abuts the project site and an expansion to the existing Duanesburg Sewer District #3 is being proposed at the request of the Town of Duanesburg. The proposed sewer district expansion and infrastructure includes the addition of sanitary main across the entire frontage of the property terminating at a proposed manhole along the eastern property line to allow for future potential expansion. Based on the low flows for the proposed use it is assumed that the existing municipal sanitary sewer system can support this project as an added connection to the system.

### **Attached:**

1. Historical data/ water usage.
2. "District #3 Expansion exhibit", dated 02/06/2023, prepared by Bohler Engineering and Landscape Architecture NY, PLLC.
3. "Utility Plan", dated June 10, 2022 last revised November 23, 2022, prepared by Bohler Engineering and Landscape Architecture, NY, PLLC.



City of Jamestown Board of Public Utilities

PO Box 700, Jamestown, NY 14700-0700

Phone (716) 661-1660

CONTACT AND VISIT US ONLINE AT:

[www.jamestownbpu.com](http://www.jamestownbpu.com)

UTILITY STATEMENT

2542816

08686558019

401900052800273



ACCOUNT NUMBER 522675-104591 ZONE CY3-JAMESTOWN  
CUSTOMER NAME Dollar General Corp  
SERVICE ADDRESS 705 W 3rd St Suite 601 Jamestown

STATEMENT DATE 05/22/20

**DUE DATE 06/15/20**



Previous Balance \$ 600.02  
Check Payment 05/12/2020 -\$600.02

All Customer Service and Billing Inquiries (716) 661-1660  
**AFTER HOURS EMERGENCIES ALL SERVICES (716) 661-1640**

Office Hours and Alternate Payment Locations

BPU Office - 92 Steele St

9:00 AM-4:00 PM M-W and 8:00 AM-5:00 PM Th-F

City Hall Clerk's Office - 200 E 3rd St, 9:00 AM-4:30 PM M-F

Town of Ellicott - 215 S. Work St, 8:00 AM-5:00 PM M-F

**DROP BOXES (Checks ONLY after hours)**

BPU (Inside Customer Service and top of "D" Driveway)

City Hall (Outside Main Entrance) - Inside Police Station

Other Contact Information

Garbage Hotline and After-Hour Recording - (716) 661-1651

8:00AM-4:30PM M-F

Understanding Your Utility Bill

The New York State Public Service Commission approves all electric charges. You may review a copy of the current BPU rate schedule at 92 Steele Street, Jamestown, NY.

**THIS UTILITY BILL IS FOR ENERGY AND SERVICES YOU HAVE ALREADY USED. THEREFORE UTILITY BILLS ARE DUE AND PAYABLE WHEN YOU RECEIVE THEM. PAYMENT IS OVERDUE 23 DAYS AFTER THE BILL IS MAILED TO YOU.**  
**PENALTIES OF 1.5% BEGIN TO ACCRUE AT THAT TIME**

**BILL PAYMENT** - You can pay your bill in person, by check by mail in the envelope provided, by electronic debit and by dropping off the stub and check in the 24 hour drop box.

**BALANCED BILLING PROGRAM** - Lets you pay the same amount over eleven months with a true up month the twelfth month.

**GOOD NEIGHBOR FUND** - You may make voluntary donations to this fund to help qualified residential customers pay their utility bill.

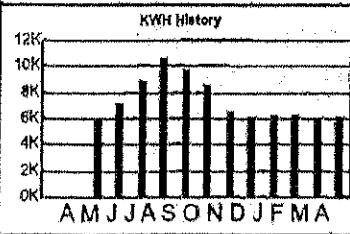
**ELECTRONIC PAYMENT PLAN** - Allows monthly electronic debiting of your utility bill from your bank account.

Previous Balance	Payments Applied	Past Due	Current Charges	Total Due
<b>Electric</b>				
\$ 576.10	\$(576.10)	\$ 0.00	\$ 542.97	\$ 542.97
<b>Water</b>				
\$ 10.58	\$(10.58)	\$ 0.00	\$ 8.49	\$ 8.49
<b>Wastewater</b>				
\$ 13.34	\$(13.34)	\$ 0.00	\$ 10.13	\$ 10.13
<b>Total Current Charges:</b>			<b>\$ 561.59</b>	
<b>PAY CURRENT AMOUNT DUE ON OR BEFORE 06/15/2020</b>				<b>\$ 561.59</b>
<b>Total Amount Due:</b>				<b>\$ 561.59</b>

See back of statement for billing details

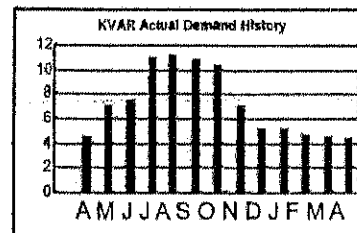
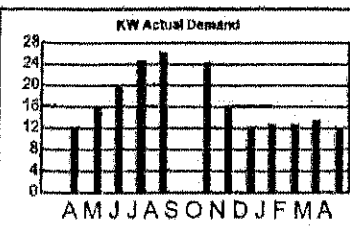
Service	Meter No	Rate Code	Read Code	Usage Period		# Days	Meter Readings			Usage	1% Primary Discount	Detail Charges
				From	To		Prev	Current	Multiplier			
Electric	90491246	ESC2-COM-KWHD	A	4/8/20	5/7/20	30	14372	20007	1	5.635		kWh
		ESC2-COM-KW		4/8/20	5/7/20		123.60	135.80	1	12.20		kW
		ESC2-COM-KVAR		4/8/20	5/7/20		782.78	787.67	1	4.89		kvar

Load: STORE



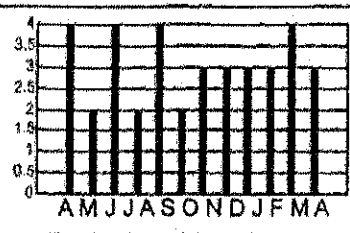
Basic Service Charge			\$ 9.70
Fuel Adjustment Charge per Kwh	5635	kWh @	0.02953
Energy Charge per Kwh	5635	kWh @	0.04859
Demand Charge per Kw	12.20	kW @	4.31000
Reactive Power Charge per Kvar	0.82	kvar @	0.30000
Sales Tax			\$ 40.24

Total Electric Charges:	\$ 542.97
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Water	21463960	W01-JAM-COM	A	4/8/20	5/7/20	30	836	838	1	2	CCF
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Load: W\*STOR



Water Basic Service Charge				\$ 4.31
Charge per Unit	2	CCF @	2.09000	\$ 4.18

**Total Water Charges:** \$ 8.49

Waste Water	WW-JAM-COM	Wastewater Basic Service Charge			\$ 3.71
		Charge per Unit	2	CCF @ 3.21000	\$ 6.42
				Total Waste Water Charges:	\$ 10.13





City of Jamestown Board of Public Utilities  
PO Box 700, Jamestown, NY 14702-0700  
Phone (716) 661-1660  
CONTACT AND VISIT US ONLINE AT:  
[www.jamestownbpu.com](http://www.jamestownbpu.com)

# UTILITY STATEMENT

2519928



ACCOUNT NUMBER 522675-104591  
CUSTOMER NAME Dollar General Corp  
SERVICE ADDRESS 705 W 3rd St Suite 601 Jamestown

ZONE CY3-JAMESTOWN

STATEMENT DATE 04/24/20

**DUE DATE 05/18/20**

Previous Balance \$ 590.18  
Check Payment 04/13/2020 -\$590.18

All Customer Service and Billing Inquiries (716) 661-1660  
AFTER HOURS EMERGENCIES ALL SERVICES (716) 661-1640

## Office Hours and Alternate Payment Locations

BPU Office - 92 Steele St  
9:00 AM-4:00 PM M-W and 8:00 AM-5:00 PM Th-F  
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**BALANCED BILLING PROGRAM** - Lets you pay the same amount over eleven months with a true up month the twelfth month.

**GOOD NEIGHBOR FUND** - You may make voluntary donations to this fund to help qualified residential customers pay their utility bill.

**ELECTRONIC PAYMENT PLAN** - Allows monthly electronic debiting of your utility bill from your bank account.

Previous Balance	Payments Applied	Past Due	Current Charges	Total Due
Electric				
\$ 560.96	\$(560.96)	\$ 0.00	\$ 576.10	\$ 576.10
Water				
\$ 12.67	\$(12.67)	\$ 0.00	\$ 10.58	\$ 10.58
Wastewater				
\$ 16.55	\$(16.55)	\$ 0.00	\$ 13.34	\$ 13.34
Total Current Charges:			\$ 600.02	

PAY CURRENT AMOUNT DUE ON OR BEFORE 05/18/2020 \$ 600.02

**Total Amount Due: \$ 600.02**

See back of statement for billing details



City of Jamestown Board of Public Utilities  
PO Box 700, Jamestown, NY 14702-0700  
Phone (716) 661-1660  
CONTACT AND VISIT US ONLINE AT:  
[www.jamestownbpu.com](http://www.jamestownbpu.com)

Make checks payable to Jamestown City Treasurer  
Return this portion with Payment

Statement Date	04/24/2020
Account Number	522675-104591
Statement Number	2519928
Current Amount Due	\$600.02
Amount Past Due	\$0.00
Total Amount Due	\$600.02

PAY CURRENT AMOUNT DUE ON OR BEFORE : 05/18/2020

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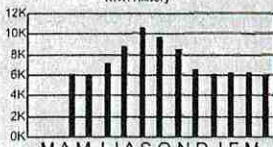
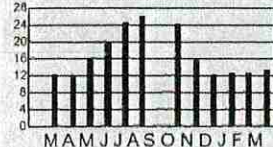
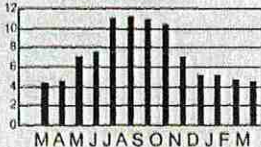
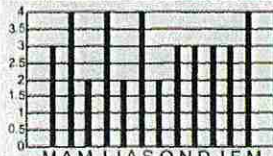
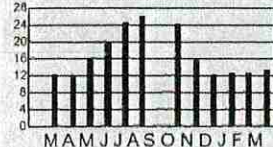
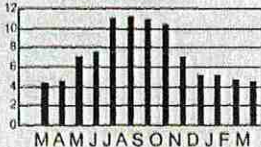
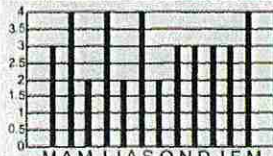
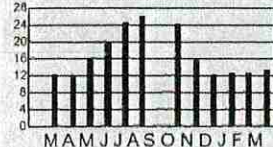
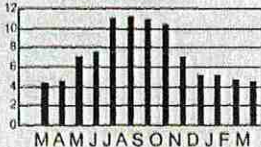
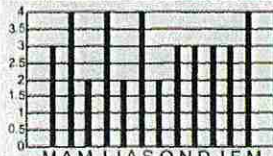
320 1 MB 0.436 3  
DOLLAR GENERAL CORP  
ATTN: STORE 08439  
PO BOX 182595  
COLUMBUS OH 43218-2595



705 W 3rd St Suite 601 Jamestown

Please donate to the Good Neighbor Fund by adding  
\$3 \$5 \$10 \$20 other to your payment.



Service	Meter No	Rate Code	Read Code	Usage Period From	To	# Days	Meter Readings Prev	Current	Multiplier	Usage	1% Primary Discount	Detail Charges																																																																																																																																																																																																			
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<div><div>KWH History</div><div>MAMJJASONDJFM</div></div> <div><div>Basic Service Charge</div><div></div><div>\$ 9.70</div></div> <tr><td colspan="10">Fuel Adjustment Charge per Kwh</td><td>6221 kWh @</td><td>0.02724</td><td>\$ 169.46</td></tr> <tr><td colspan="10">Energy Charge per Kwh</td><td>6221 kWh @</td><td>0.04859</td><td>\$ 302.28</td></tr> <tr><td colspan="10">Demand Charge per Kw</td><td>12.03 kW @</td><td>4.31000</td><td>\$ 51.85</td></tr> <tr><td colspan="10">Reactive Power Charge per Kvar</td><td>0.38 kvar @</td><td>0.30000</td><td>\$ 0.11</td></tr> <tr><td colspan="10">Sales Tax</td><td></td><td></td><td>\$ 42.70</td></tr> <tr><td colspan="12">Total Electric Charges:</td><td>\$ 576.10</td></tr> <tr><td colspan="13"><div><div>KW Actual Demand</div><div>MAMJJASONDJFM</div></div><div><div>KVAR Actual Demand History</div><div>MAMJJASONDJFM</div></div></td></tr> <tr><td>Water</td><td>21463960</td><td>W01-JAM-COM</td><td>A</td><td>3/10/20</td><td>4/7/20</td><td>29</td><td>833</td><td>836</td><td>1</td><td>3</td><td></td><td>CCF</td></tr> <tr><td colspan="13">Load: W*STOR</td></tr> <tr><td colspan="13"><div><div>MAMJJASONDJFM</div></div><div><div>Water Basic Service Charge</div><div></div><div>\$ 4.31</div></div><tr><td colspan="10">Charge per Unit</td><td>3 CCF @</td><td>2.09000</td><td>\$ 6.27</td></tr><tr><td colspan="12">Total Water Charges:</td><td>\$ 10.58</td></tr><tr><td>Waste Water</td><td>WW-JAM-COM</td><td colspan="10">Wastewater Basic Service Charge</td><td>\$ 3.71</td></tr><tr><td colspan="10">Charge per Unit</td><td>3 CCF @</td><td>3.21000</td><td>\$ 9.63</td></tr><tr><td colspan="12">Total Waste Water Charges:</td><td>\$ 13.34</td></tr></td></tr>													Fuel Adjustment Charge per Kwh										6221 kWh @	0.02724	\$ 169.46	Energy Charge per Kwh										6221 kWh @	0.04859	\$ 302.28	Demand Charge per Kw										12.03 kW @	4.31000	\$ 51.85	Reactive Power Charge per Kvar										0.38 kvar @	0.30000	\$ 0.11	Sales Tax												\$ 42.70	Total Electric Charges:												\$ 576.10	<div><div>KW Actual Demand</div><div>MAMJJASONDJFM</div></div> <div><div>KVAR Actual Demand History</div><div>MAMJJASONDJFM</div></div>													Water	21463960	W01-JAM-COM	A	3/10/20	4/7/20	29	833	836	1	3		CCF	Load: W*STOR													<div><div>MAMJJASONDJFM</div></div> <div><div>Water Basic Service Charge</div><div></div><div>\$ 4.31</div></div> <tr><td colspan="10">Charge per Unit</td><td>3 CCF @</td><td>2.09000</td><td>\$ 6.27</td></tr> <tr><td colspan="12">Total Water Charges:</td><td>\$ 10.58</td></tr> <tr><td>Waste Water</td><td>WW-JAM-COM</td><td colspan="10">Wastewater Basic Service Charge</td><td>\$ 3.71</td></tr> <tr><td colspan="10">Charge per Unit</td><td>3 CCF @</td><td>3.21000</td><td>\$ 9.63</td></tr> <tr><td colspan="12">Total Waste Water Charges:</td><td>\$ 13.34</td></tr>													Charge per Unit										3 CCF @	2.09000	\$ 6.27	Total Water Charges:												\$ 10.58	Waste Water	WW-JAM-COM	Wastewater Basic Service Charge										\$ 3.71	Charge per Unit										3 CCF @	3.21000	\$ 9.63	Total Waste Water Charges:												\$ 13.34
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<div><div>MAMJJASONDJFM</div></div> <div><div>Water Basic Service Charge</div><div></div><div>\$ 4.31</div></div> <tr><td colspan="10">Charge per Unit</td><td>3 CCF @</td><td>2.09000</td><td>\$ 6.27</td></tr> <tr><td colspan="12">Total Water Charges:</td><td>\$ 10.58</td></tr> <tr><td>Waste Water</td><td>WW-JAM-COM</td><td colspan="10">Wastewater Basic Service Charge</td><td>\$ 3.71</td></tr> <tr><td colspan="10">Charge per Unit</td><td>3 CCF @</td><td>3.21000</td><td>\$ 9.63</td></tr> <tr><td colspan="12">Total Waste Water Charges:</td><td>\$ 13.34</td></tr>													Charge per Unit										3 CCF @	2.09000	\$ 6.27	Total Water Charges:												\$ 10.58	Waste Water	WW-JAM-COM	Wastewater Basic Service Charge										\$ 3.71	Charge per Unit										3 CCF @	3.21000	\$ 9.63	Total Waste Water Charges:												\$ 13.34																																																																																																																																		
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**DEMAND** - customer's maximum hourly rate of energy use or load requirements in the billing period.

**ESTIMATED READING** - Normally we try to read your meter every month. However, sometimes we must estimate your reading based upon past usage.

**FUEL ADJUSTMENT CHARGE** - reflects the change in actual cost of fuel or energy to the utility.

**KILOWATT-HOUR(KWH)** - energy used by a 100 watt light bulb over a ten hour period.

**MULTIPLIER** - converts meter dial readings to total use.

**UNIT OF WATER** - equals 100 cubic feet or 748 gallons.

**WATER METER** - device inside customer's building that measures amount of water used.

#### USAGE SUMMARY LEGEND

ACT - actual

EST - estimated

FNL - final



City of Jamestown Board of Public Utilities  
PO Box 700, Jamestown, NY 14702-0700  
Phone (716) 661-1660  
CONTACT AND VISIT US ONLINE AT:  
[www.jamestownbpu.com](http://www.jamestownbpu.com)

# UTILITY STATEMENT

2496868



**ACCOUNT NUMBER** 522675-104591 **ZONE** CY3-JAMESTOWN  
**CUSTOMER NAME** Dollar General Corp.  
**SERVICE ADDRESS** 705 W 3rd St Suite 601 Jamestown

**STATEMENT DATE** 03/24/20

**DUE DATE** 04/16/20

Previous Balance \$ 621.53  
Check Payment 03/12/2020 -\$621.53

All Customer Service and Billing Inquiries (716) 661-1660  
**AFTER HOURS EMERGENCIES ALL SERVICES (716) 661-1640**  
Office Hours and Alternate Payment Locations  
BPU Office - 92 Steele St  
9:00 AM-4:00 PM M-W and 8:00 AM-5:00 PM Th-F  
City Hall Clerk's Office - 200 E 3rd St, 9:00 AM-4:30 PM M-F  
Town of Ellcott - 215 S. Work St, 8:00 AM-5:00 PM M-F

**DROP BOXES (Checks ONLY after hours)**  
BPU (Inside Customer Service and top of "D" Driveway)  
City Hall (Outside Main Entrance) - Inside Police Station

**Other Contact Information**  
Garbage Hotline and After-Hour Recording - (716) 661-1651  
8:00AM-4:30PM M-F

## Understanding Your Utility Bill

The New York State Public Service Commission approves all electric charges. You may review a copy of the current BPU rate schedule at 92 Steele Street, Jamestown, NY.

**THIS UTILITY BILL IS FOR ENERGY AND SERVICES YOU HAVE ALREADY USED. THEREFORE UTILITY BILLS ARE DUE AND PAYABLE WHEN YOU RECEIVE THEM. PAYMENT IS OVERDUE 23 DAYS AFTER THE BILL IS MAILED TO YOU. PENALTIES OF 1.5% BEGIN TO ACCRUE AT THAT TIME**

**BILL PAYMENT** - You can pay your bill in person, by check by mail in the envelope provided, by electronic debit and by dropping off the stub and check in the 24 hour drop box.

**BALANCED BILLING PROGRAM** - Lets you pay the same amount over eleven months with a true up month the twelfth month.

**GOOD NEIGHBOR FUND** - You may make voluntary donations to this fund to help qualified residential customers pay their utility bill.

**ELECTRONIC PAYMENT PLAN** - Allows monthly electronic debiting of your utility bill from your bank account.

Previous Balance	Payments Applied	Past Due	Current Charges	Total Due
Electric				
\$ 597.61	\$(597.61)	\$ 0.00	\$ 560.96	\$ 560.96
Water				
\$ 10.58	\$(10.58)	\$ 0.00	\$ 12.67	\$ 12.67
Wastewater				
\$ 13.34	\$(13.34)	\$ 0.00	\$ 16.55	\$ 16.55
Total Current Charges:			\$ 590.18	

PAY CURRENT AMOUNT DUE ON OR BEFORE 04/16/2020 \$ 590.18

**Total Amount Due: \$ 590.18**

See back of statement for billing details



City of Jamestown Board of Public Utilities  
PO Box 700, Jamestown, NY 14702-0700  
Phone (716) 661-1660  
CONTACT AND VISIT US ONLINE AT:  
[www.jamestownbpu.com](http://www.jamestownbpu.com)

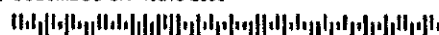
Make checks payable to Jamestown City Treasurer  
Return this portion with Payment

Statement Date	03/24/2020
Account Number	522675-104591
Statement Number	2496868
Current Amount Due	\$590.18
Amount Past Due	\$0.00
Total Amount Due	\$590.18

PAY CURRENT AMOUNT DUE ON OR BEFORE : 04/16/2020

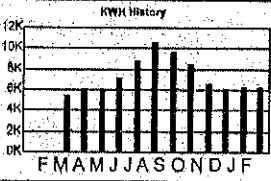
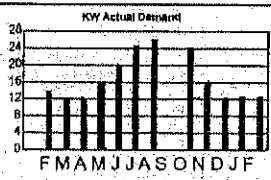
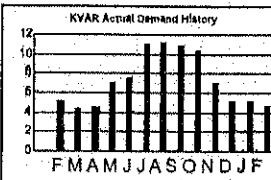
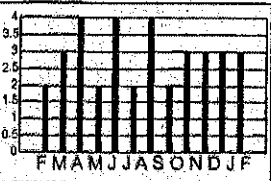
522675104591000000590184

321 1 MB 0.436 3  
DOLLAR GENERAL CORP  
ATTN: STORE 08439  
PO BOX 182595  
COLUMBUS OH 43218-2595



705 W 3rd St Suite 601 Jamestown

Please donate to the Good Neighbor Fund by adding  
\$3 \_\_\_ \$5 \_\_\_ \$10 \_\_\_ \$20 \_\_\_ other \_\_\_ to your payment.

Service	Meter No	Rate Code	Read Code	Usage Period From	To	# Days	Meter Readings Prev	Current	Multiplier	Usage	% Primary Discount	Other Charges
Electric	90491246	ESC2-COM-KWHD	A	2/8/20	3/7/20	29	2221	8151	1	5,930		kWh
		ESC2-COM-KW		2/8/20	3/7/20		98.21	111.57	1	13.36		kW
		ESC2-COM-KVAR		2/8/20	3/7/20		773.78	778.36	1	4.61		kvar
Load: STORE												
<div>  <div>Basic Service Charge \$ 9.70</div> <div>Fuel Adjustment Charge per Kwh 5930 kWh @ 0.02764 \$ 163.91</div> <div>Energy Charge per Kwh 5930 kWh @ 0.04859 \$ 288.14</div> <div>Demand Charge per Kw 13.36 kW @ 4.31000 \$ 57.58</div> <div>Reactive Power Charge per Kvar 0.16 kvar @ 0.30000 \$ 0.65</div> <div>Sales Tax \$ 41.58</div> <div>Total Electric Charges: \$ 560.96</div> </div>												
<div>   </div>												
Water	21463960	W01-JAM-COM	A	2/8/20	3/9/20	31	829	833	1	4		CCF
Load: W*STOR												
<div>  <div>Water Basic Service Charge \$ 4.31</div> <div>Charge per Unit 4 CCF @ 2.09000 \$ 8.36</div> <div>Total Water Charges: \$ 12.67</div> </div>												
Waste Water	WW-JAM-COM	Wastewater Basic Service Charge										\$ 3.71
		Charge per Unit					4	CCF @	3.21000			\$ 12.84
Total Waste Water Charges:												\$ 16.55

**BASIC SERVICE CHARGE** - includes maintenance of utility lines and meters and costs such as meter reading and billing. This charge will be billed to you whether or not you use any energy and does not include any energy usage.

**DEMAND** - customer's maximum hourly rate of energy use or load requirements in the billing period.

**ESTIMATED READING** - Normally we try to read your meter every month. However, sometimes we must estimate your reading based upon past usage.

**FUEL ADJUSTMENT CHARGE** - reflects the change in actual cost of fuel or energy to the utility.

**KILOWATT-HOUR(KWH)** - energy used by a 100 watt light bulb over a ten hour period.

**MULTIPLIER** - converts meter dial readings to total use.

**UNIT OF WATER** - equals 100 cubic feet or 748 gallons.

**WATER METER** - device inside customer's building that measures amount of water used.

#### USAGE SUMMARY LEGEND

ACT - actual

EST - estimated

FNL - final



**VILLAGE OF HOLLEY**

72 Public Square  
Holley, NY 14470  
(585) 638-6367

08689633108 401900060100337

CUSTOMER NUMBER 51-0900680-0

CUSTOMER NAME DOLLAR GENERAL STORE #572

SERVICE ADDRESS 16684 RTE 31 W ALBION RD

SERVICE PERIOD 4/17/20 - 5/15/20

DUE DATE 6/20/20

**BILL DATE: 06/01/2020****WATER & SEWER**

PREVIOUS	PRESENT	USAGE	DESCRIPTION	AMOUNT	
401000	401600	600	WATER	13.00	
			SEWER	16.67	
			METER RENTAL	2.00	
TOTAL CURRENT WATER & SEWER					<b>\$31.67</b>

**ELECTRIC**

PREVIOUS	PRESENT	USAGE	DESCRIPTION	AMOUNT	
				0.00	
59293	66850	7557	ENERGY	237.61	
			PPA	209.50	
			TAX	35.77	
				0.00	
TOTAL CURRENT ELECTRIC					<b>\$482.88</b>

MESSAGE AREA

PREVIOUS BALANCE \$0.00

CURRENT CHARGES \$514.55

TOTAL AMOUNT \$514.55

PLEASE KEEP TOP PORTION FOR YOUR RECORDS

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

**VILLAGE OF HOLLEY**

72 Public Square  
Holley, NY 14470  
(585) 638-6367

Return Service Requested

CUSTOMER NUMBER	51-0900680-0
TOTAL AMOUNT DUE	<b>\$ 514.55</b>
TOTAL AMOUNT DUE ON OR BEFORE	<b>06/20/2020</b>
AMOUNT DUE AFTER DUE DATE	<b>\$ 524.96</b>

☐ Please check this box if your address is incorrect and  
indicate any change(s) on the reverse side.

Make checks payable to: Village of Holley

DOLLAR GENERAL STORE #572  
PO BOX 182595  
COLUMBUS, OH 43218-





# VILLAGE OF HOLLEY

72 Public Square  
Holley, NY 14470  
(585) 638-6367

08663205865 NUMBER 401900060400672

CUSTOMER NAME DOLLAR GENERAL STORE #572  
SERVICE ADDRESS 16684 RTE 31 WALBION RD  
SERVICE PERIOD 3/17/20 - 4/17/20  
DUE DATE 5/20/20

**BILL DATE: 05/01/2020**

## WATER & SEWER

PREVIOUS	PRESENT	USAGE	DESCRIPTION	AMOUNT
400300	401000	700	WATER	13.00
			SEWER	16.67
			METER RENTAL	2.00
TOTAL CURRENT WATER & SEWER				\$31.67

## ELECTRIC

PREVIOUS	PRESENT	USAGE	DESCRIPTION	AMOUNT
52705	59293	6588	ENERGY	0.00
			PPA	207.48
			TAX	179.42
				30.95
				0.00
TOTAL CURRENT ELECTRIC				\$417.85

### MESSAGE AREA

PREVIOUS BALANCE \$0.00  
CURRENT CHARGES \$449.52  
TOTAL AMOUNT \$449.52

PLEASE KEEP TOP PORTION FOR YOUR RECORDS

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

## VILLAGE OF HOLLEY

72 Public Square  
Holley, NY 14470  
(585) 638-6367

Return Service Requested

CUSTOMER NUMBER	51-0900680-0
TOTAL AMOUNT DUE	\$ 449.52
TOTAL AMOUNT DUE ON OR BEFORE	05/20/2020
AMOUNT DUE AFTER DUE DATE	\$ 458.96

☐ Please check this box if your address is incorrect and indicate any change(s) on the reverse side.

Make checks payable to: Village of Holley

DOLLAR GENERAL STORE #572  
PO BOX 182595  
COLUMBUS, OH 43218-



**VILLAGE OF HOLLEY**

72 Public Square  
Holley, NY 14470  
(585) 638-6367

08630270216 401900040200500

CUSTOMER NUMBER 51-0900680-0

CUSTOMER NAME DOLLAR GENERAL STORE #572

SERVICE ADDRESS 16684 RTE 31 W ALBION RD

SERVICE PERIOD 2/19/20 - 3/17/20

DUE DATE 4/20/20

**BILL DATE: 04/01/2020****WATER & SEWER**

PREVIOUS	PRESENT	USAGE	DESCRIPTION	AMOUNT
399600	400300	700	WATER	13.00
			SEWER	16.67
			METER RENTAL	2.00
TOTAL CURRENT WATER & SEWER				<b>\$31.67</b>

**ELECTRIC**

PREVIOUS	PRESENT	USAGE	DESCRIPTION	AMOUNT
				0.00
46481	52705	6224	ENERGY	196.16
			PPA	183.04
			TAX	30.33
				0.00
TOTAL CURRENT ELECTRIC				<b>\$409.53</b>

MESSAGE AREA

PREVIOUS BALANCE \$0.00  
CURRENT CHARGES \$441.20  
TOTAL AMOUNT \$441.20

PLEASE KEEP TOP PORTION FOR YOUR RECORDS

PLEASE RETURN BOTTOM PORTION WITH PAYMENT

**VILLAGE OF HOLLEY**

72 Public Square  
Holley, NY 14470  
(585) 638-6367

Return Service Requested

CUSTOMER NUMBER	51-0900680-0
TOTAL AMOUNT DUE	<b>\$ 441.20</b>
TOTAL AMOUNT DUE ON OR BEFORE	<b>04/20/2020</b>
AMOUNT DUE AFTER DUE DATE	<b>\$ 450.52</b>

☐ Please check this box if your address is incorrect and indicate any change(s) on the reverse side.

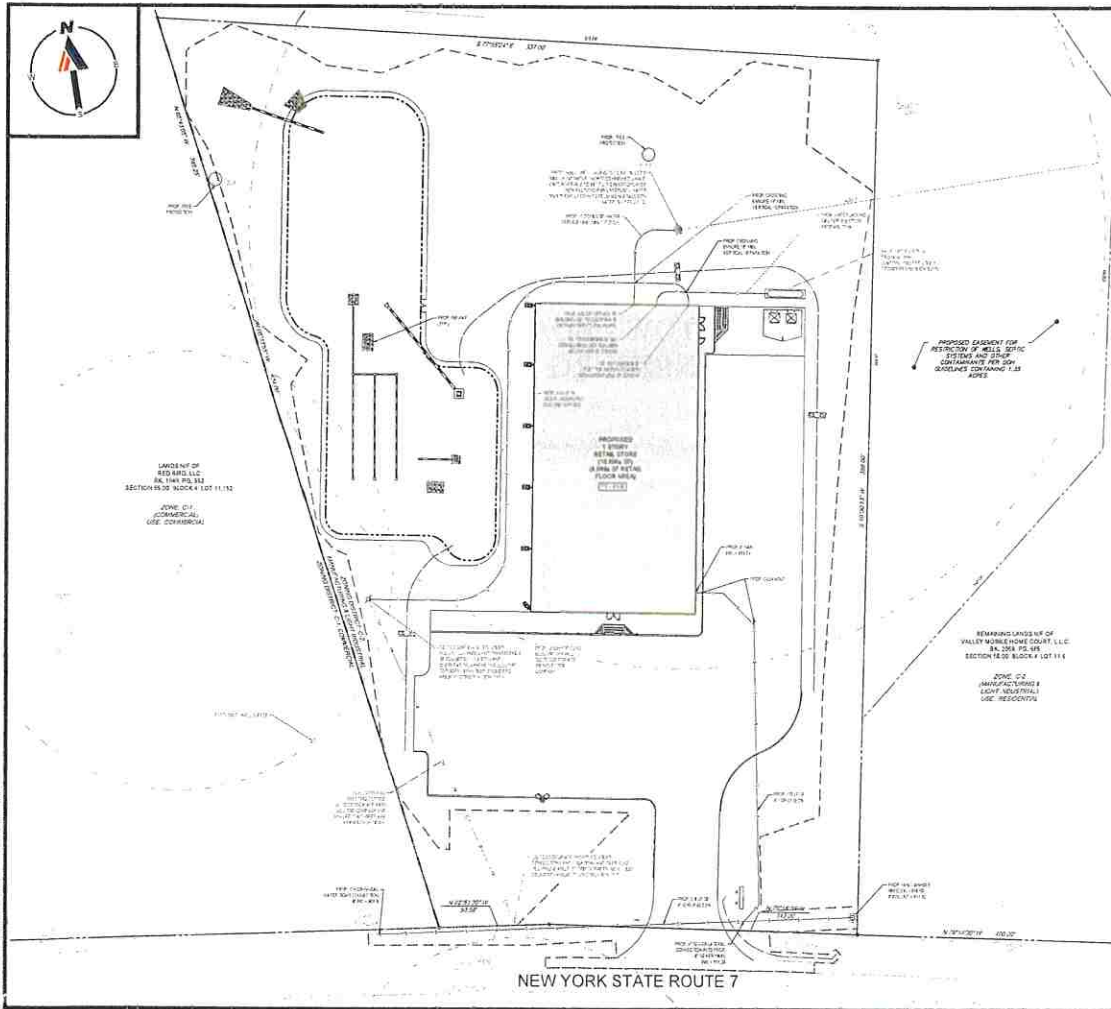
Make checks payable to: Village of Holley

DOLLAR GENERAL STORE #572  
PO BOX 182595  
COLUMBUS, OH 43218-









THIS PLAN TO BE UTILIZED FOR UTILITIES PURPOSES ONLY. REFER TO GENERAL NOTES SHEET FOR ADDITIONAL GRADING & UTILITY NOTES



**BOHLER**  
ENGINEERING

REVISIONS		
REV.	DATE	COMMENT
1	01/15/2023	ISSUED FOR PERMITTING
2	01/15/2023	ISSUED FOR PERMITTING
3	01/15/2023	ISSUED FOR PERMITTING
4	01/15/2023	ISSUED FOR PERMITTING
5	01/15/2023	ISSUED FOR PERMITTING
6	01/15/2023	ISSUED FOR PERMITTING
7	01/15/2023	ISSUED FOR PERMITTING
8	01/15/2023	ISSUED FOR PERMITTING
9	01/15/2023	ISSUED FOR PERMITTING
10	01/15/2023	ISSUED FOR PERMITTING

**PRELIMINARY**

PROJECT: **PRIMA Properties, LLC**

PROPOSED DEVELOPMENT: **MAP 123456789, LOT 11.1**

BOHLER ENGINEERING  
17 COMPUTER DRIVE WEST  
ALBANY, NY 12205  
PHONE: 518-434-1234  
FAX: 518-434-1235  
WWW.BOHLERENGINEERING.COM

**M.D. LESSARD**  
PROFESSIONAL ENGINEER  
LICENSE NO. 12345

SHEET NO.: **UTILITY PLAN**

SHEET NUMBER: **C-501**

REVISION 7 - 10/23/2023

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

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PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on Thursday, **February 23, 2023** at 7:00 p.m. for the purpose of conducting a hearing to consider any objections which may be made to that certain petition (the "Petition"), brought by Valley Mobile Home Court, LLC and Primax Properties, LLC (the "Petitioners") to extend the Town of Duanesburg Sewer District No. 3.

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

BY ORDER OF THE TOWN BOARD  
TOWN OF DUANESBURG

Dated: February 9, 2023



PO Box 160  
Quaker Street, NY 12141

William Wenzel, Supervisor  
Town Board  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

Transmitted via email: [jhowe@duanesburg.net](mailto:jhowe@duanesburg.net)

February 9, 2023

Re: Oak Hill Solar Insurance

Dear William Wenzel and the town board,

Thank you for the opportunity to speak during Privilege of the Floor. Please include my comments in the official meeting minutes as provided on the town website.

It appears that Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC (the "Project") insurance expired January 2022. The building permit was issued April 2022. Is the town in compliance with its own regulations for construction projects maintaining insurance? Is the Project in violation of maintaining insurance? If the liability insurance is not secured or is inadequate may injured parties sue the town? Are the neighbors protected?

#### **PROJECT INSURANCE DOCUMENTS**

On November 7, 2022 I submitted a Freedom of Information ("FOI") request for Errors and Omissions and General Liability Insurance for Oak Hill Solar 1, LLC, Oak Hill Solar 2, LLC, Amp Energy Solar Group, and Greencells. Dates requested January 1, 2021 to November 7, 2022.

On November 7, 2022 the town clerk confirmed receipt of my request. According to my records the town provided no further communication and did not yield any documents for this FOI request. This appears to be a violation of New York State Freedom of Information Law.

On January 4, 2023 I again submitted a FOI for Errors and Omissions Insurance and General Liability Insurance for Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC with additional search terms Eden Renewables, Amp, Greencells. Dates requested January 1, 2021 to January 4, 2023.

On February 6, 2023 the town clerk provided the following three documents:

1. ACORD CERTIFICATE OF LIABILITY INSURANCE

Producer: Marsh & McLennan Agency LLC

Insured: Greencells, USA, INC

Location: 13590 Duanesburg Road, Duanesburg, NY 12053

Date of Issue January 1, 2021

Policy Expires: January 1, 2022

General Liability

Each Occurrence \$1,000,000

Medical Expenses \$10,000

Personal Injury \$1,000,000

General Aggregate \$2,000,000

Automobile Liability \$1,000,000

Umbrella Liability \$5,000,000

Workers Compensation Liability \$1,000,000

Certificate Holder: Town of Duanesburg

“THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER COVERAGE AFFORDED BY THE POLICIES BELOW”

Rubber Stamp: “ORIGINAL” and “RECEIVED JUL 16 2021”

It appears this insurance policy expired January 2022.

The document lists the incorrect town for the Project location.

2. NYS CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

Insured: Greencells USA Inc

Location: Not Provided

Federal Employment Identification Number (“EIN”): 611807952

Insurance Carrier: ShelterPoint Life Insurance Company

Policy Number: DBL640039

Policy Executive: 05/19/2021 to 05/18/2021

Rubber Stamp: “ORIGINAL” and “RECEIVED JUL 16 2021”

It appears this insurance expired May 18, 2022.

3. NYS CERTIFICATE OF NYS WORKERS’ COMPENSATION INSURANCE COVERAGE

Insured: Greencells USA Inc

Location: 13590 Duanesburg Rd. Duanesburg, NY 12053

Business Telephone Number of Insured: 916-420-5899

NYS Unemployment Insurance Employees Registration Number: 55531382

Federal EIN: 61-1807952

Policy Number: WC 7012617354

Effective Period: 01/14/2021 to 01/14/2022

The Proprietor, Partners or Executive Officers are all excluded.

The document states:

“...this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed...”

“Upon cancellation of the workers’ compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers’ Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers’ Compensation Law.”

Rubber Stamp: “ORIGINAL” and “RECEIVED JUL 16 2021”

It appears this insurance expired January 14, 2022.

The document lists the incorrect town for the Project location.

### **PROJECT INSURANCE and ACCIDENT TIMELINE**

The following is a listing of insurance documents, building permits, fires, vehicular accidents, and system failures that I am aware of. There may be additional documents, reports and events in the town and/or Project’s possession that could be added to this list.

September 19, 2019 The Town of Duanesburg Planning Board approved Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC resolution and site plan. The meeting minutes and the resolution do not appear to reference “insurance.” At this meeting the Planning Board Chair informed the board that there were questions raised about insurance. The board attorney informed that the town does not require applicants to provide insurance. The town code compliance officer informed the board that the town does require contractors to provide proof of insurance.

November 16, 2019 NYSIF Insurance issued to Noah Casivant d.b.a. B and N Construction Certificate Number 484837; Policy Number 24943987; Certificate holder Eden Renewables

December 4, 2019 The town issued Building Permit 6532 Tax Map Number 74.00-2-5 issued to Richard B. Murray 13590 Duanesburg Road for Site Work Only

January 15, 2020 NYSIF Insurance canceled Noah Casivant d.b.a. B and N Construction Certificate Number 484837; Policy Number 24943987; Certificate holder Eden Renewables

March 8, 2020 An explosion and fire occurred at the dilapidated house at Project site, 13590 Duanesburg Road. Esperance Fire Department responded. The building was allowed to burn to the ground.

March 17, 2022 The Planning Board approved the Amendment to Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC. The meeting minutes and the resolution do not appear to reference “insurance.”

April 15, 2022 The town issued Building Permit 6484-Oakhill Solar 1 Tax Map 74.00-2-5.1

April 15, 2022 The town issued Building Permit 6485-Oakhill Solar 2 Tax Map 74.00-2-5.1

April 2022 The Project began construction

June 21, 2022 Duanesburg Zoning Board granted an area variance or an eight-foot-high fences as shown in the site plans.

October 4, 2022 Motor Vehicle Accident construction traffic exiting Project access road turning west on NYS Route 7, Duanesburg Road. NYS Department of Transportation permit reflects that the driveway is non-compliant for sight distance. The required sight distance to the left is 820' and provided is 450'.

December 22, 2022 Solar panels and racking system collapse under snow load. It is unknown if there is insurance to cover the infrastructure. Boxes for shipping solar panels show storage and shipping requirements. The boxes are to be kept out of water. Visual inspection of the site indicates that boxes may be wet and in standing water. The warranty may be voided for non-compliance on storing the product.

### **QUESTION OF COMPLIANCE**

At the September 19, 2019 planning board meeting the chair raised the question of required insurance. At this meeting the town code enforcement officer informed the board that contractors must provide proof of insurance. No other forms of insurance, such as completion performance bond or operational and maintain insurance, or errors and omissions insurance were discussed.

The Project provided proof of insurance to obtain the December 4, 2019 building permit.

Curiously, at the September 19, 2019 and March 17, 2022 planning board meetings to approve the Project and the Amendment respectively, no other forms of insurance were discussed for this 65 acre project that contains multiple fire hazards and does not provide an onsite water source.

FOI documents yielded by the town on February 6, 2023 indicate that the Project's

- CERTIFICATE OF LIABILITY INSURANCE expired January 2022.
- NYS CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW expired May 2022.
- NYS CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE expired January 2022.

## CONCLUSION

It appears that the Project insurance expired in January 2022 and May 2022.

Is the Project compliant with town Zoning Ordinance, Solar Law, and Project requirements?

Who is in charge of confirming project compliance for insurance?

If the Project, contractors and/or owner were to go belly up how would insurance be maintained?

If a kid sneaks into the Project site and gets electrocuted is the town responsible?

Is the town adequately protected for a Project that has known fire hazards and no on site water?

Are neighboring properties, specifically the lands and residence of Biggs that shares a 2,500 property line with the Project, adequately protected?

We look forward to your reply in writing.

Thank you for your time and consideration.

Respectfully,

Susan Biggs

Lynne Bruning

720-272-0956

lynnebruning@gmail.com

Enc: Insurance papers

CC: William Wenzel, Supervisor Town of Duanesburg  
Jeffery Schmitt, Chair Duanesburg Planning Board  
Nelson Gage, Chair Duanesburg Zoning Board  
Teresa Bakner, Town of Duanesburg Attorney Whiteman Osterman & Hanna  
Jennifer Howe, Clerk Town of Duanesburg







Workers'  
Compensation  
Board



ORIGINAL

RECEIVED  
JUL 16 2021

# CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

## PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)  
GREENCELLS USA INC (VARIOUS LOCATIONS IN NEW YORK)

3414 PEACHTREE ROAD  
ATLANTA, GA 30328

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured  
or Social Security Number

611807952

2. Name and Address of Entity Requesting Proof of Coverage  
(Entity Being Listed as the Certificate Holder)

TOWN OF DUANESBURG

5853 Western Turnpike

Duanesburg, NY 12058

3a. Name of Insurance Carrier

ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"

DBL640039

3c. Policy effective period

05/19/2021

to

05/18/2022

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 6/2/2021

By

*Richard White*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 518-829-8100

Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 6200, Binghamton, NY 13902-6200.

## PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (10-17)



DB-120.1 (10-17)



**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (Use street address only) GREENCELLS USA INC 3414 PEACHTREE RD NE STE 1500 ATLANTA, GA 30326-1114		1b. Business Telephone Number of Insured 916-420-5699	
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy) 13590 Duaneburg Rd. Duaneburg, NY 12053		1c. NYS Unemployment Insurance Employer Registration Number of Insured 5531352	
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF DUANEBSBURG 5853 Western Turnpike Duaneburg, NY 12056		1d. Federal Employer Identification Number of Insured or Social Security Number 61-1807952	
		3a. Name of Insurance Carrier 3b. Policy Number of entity listed in box "1a" WC 7012617354 3c. Policy effective period 01/14/2021 to 01/14/2022	
		3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> Included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.	

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

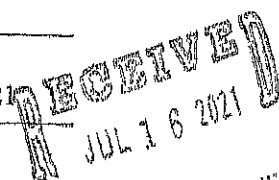
**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Jenny Dueñas  
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: X [Signature] 06-21-2021  
 (Signature) (Date)

Title: Licensed Agent



Telephone Number of authorized representative or licensed agent of insurance carrier:

877-724-2669

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.