

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



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

**Thursday July 23, 2020**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

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

**Present:** Supervisor Tidball, Council Members Ganther, Senecal and Wenzel, Highway Superintendent Bill Reed, Town Attorney Teresa Bakner, Deputy Town Clerk Brandy Fall.

**Absent:** Council Member Potter

**Pledge of Allegiance**

**Supervisor Tidball:** Alright folks, for those that are joining us via Zoom tonight, is July 23, 2020, regular Town Board meeting. A few things on the agenda tonight. I don't think we will be adding anything to the business meeting unless something comes up during discussion. So, the agenda should be the same. We do have a few discussions to go over. Just normal stuff. So typical night. So, we will start off with approval of minutes please.

**Council Member Senecal:** Motion to approve the minutes of Thursday July 9, 2020.

**Council Member Wenzel:** Second.

**Supervisor Tidball:** Any discussion? Clerk call the roll please.

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 90-20:** Council Member Senecal motioned, seconded by Council Member Wenzel to approve the Town Board Meeting minutes of Thursday July 9, 2020.

Motion Carried, 4 ayes

**Supervisor Tidball:** Town Supervisor's Report from when I missed in June. (Read Supervisor's Report. Please see attached.)

**Supervisor Tidball:** Next we have payment of claims please.

**Council Member Ganther:** Payment of claims to be paid July 23, 2020. General fund, \$63,407.69. Highway fund, \$23,816.95 Sewer District #1, \$24,457.98. Sewer District #2, \$2,048.50. Sewer District #3, \$528.55. Total vouchers to be paid, \$114,259.67.

**Supervisor Tidball:** I need a second.

**Council Member Senecal:** Second.

**Supervisor Tidball:** Any discussion? Clerk call the roll please.

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 91-20:** Council Member Ganther motioned, seconded by Council Member Senecal to pay the following claims.

Motion carried, 4 ayes

**Vouchers to be Paid  
July 23, 2020**

<b>General Fund:</b>	<b>\$63,407.69</b>
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<b>Highway Fund:</b>	<b>\$23,816.95</b>
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<b>SD#1 Fund:</b>	<b>\$24,457.98</b>
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<b>SD#2 Fund:</b>	<b>\$2,048.50</b>
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<b>SD#3 Fund:</b>	<b>\$528.55</b>
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<b>Total To Be Paid:</b>	<b>\$114,259.67</b>
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**Supervisor Tidball:** Alright on to Committee Reports. Highway.

**Highway:**

**Highway Superintendent Reed:** Since the last meeting, we completed paving Mountain View Lane. So that's been done from top to bottom the last couple of years so that should last quite a while. Crews have been out crack sealing a couple roads here in town. We did North, Duane and Arquette Way. We just filled in the little cracks to keep out as much water as we can. We just moved up to Wells, started working on that getting that ready for capital improvements coming up. The contractors come back this next month. Also, I've been approached by Callahan who is doing the milling of Route 20 from the antique store, Black Sheep to the Schoharie County Line. They have offered all the millings that we can haul away from the site. So, we will put the trucks on it and get some stockpiled at the shale pit up there. It is a good product and will be quite a savings. For example, if we use some of it for motor paving, the cost of using millings to make it is about \$35 per ton versus what we just paid on Mountain View where we supplied our stone and it was just under \$60 per ton. So, there is a savings there and of course it can be dispersed and used on our dirt roads.

**Supervisor Tidball:** Other than next door, where do we have storage area?

**Highway Superintendent Reed:** The shale pit that we use up on Skyline. The Flowers Excavating has been kind enough to let me use it as a storage area for paving. The advantage to that is everywhere we go from there is a downhill run loaded. There is quite some space up there. We did our motor paving out of there, they set the pump mill and the tanks up there. It's a good site.

**Supervisor Tidball:** Ok. I was just trying to think in my head if there was an abundance if we had enough room. If we had any room down there at the Van Patten Park, down in the back. It's kind of tight down there.

**Highway Superintendent Reed:** Yeah and it would have to be hauled way down to the end where the old shale pit was, and the tanks are there. So, it's a good spot up there.

**Supervisor Tidball:** I was just thinking the last time it was down in Van Patten Park. If we have an over, over abundance, we might want to put a few loads down there and just do that road. You know, there are some ruts going down through there. You've probably been down there since I have been.

**Highway Superintendent Reed:** Yeah, the road past the park road.

**Supervisor Tidball:** Yeah.

**Highway Superintendent Reed:** That we can probably do, there is going to be plenty of it.

**Supervisor Tidball:** Just a thought maybe for the future.

**Highway Superintendent Reed:** There is going to be plenty of it. Quite a few thousand tons coming off that.

**Supervisor Tidball:** It would be easier to dump it now if we know we're going to get a lot. Instead of dumping it and scooping it.

**Highway Superintendent Reed:** Yeah, last load coming in, we dump it down there and spread it when we get caught up.

**Supervisor Tidball:** Something like that. Just keep that in mind.

**Highway Superintendent Reed:** Operation is going to go on for about a week. Like I said, it's going to be quite a few thousand tons. We can stockpile it.

**Supervisor Tidball:** Sure. It saves us a lot of money in the future.

**Highway Superintendent Reed:** It's going to be some overtime involved because they run 6am - 5:30pm. But I think on the high end, it's only going to cost us about \$3500 in overtime.

**Supervisor Tidball:** That's not bad at all.

**Highway Superintendent Reed:** For one week, it's well worth it. Because it gives us quite a savings.

**Supervisor Tidball:** Yeah, it's worth it. Anything else you got Bill?

**Highway Superintendent Reed:** Nope, that's about it.

**Supervisor Tidball:** Alright, I got a couple small things for you that just came in. Quaker Lane, is that a town or county road?

**Highway Superintendent Reed:** County

**Supervisor Tidball:** County. Ok. I have a resident looking for a speed limit reduction. So, I'll take care of that. Another resident on Van Patten Road asked if you were going to be mowing the field off of Van Patten? Is that the back part of the landfill or something?

**Highway Superintendent Reed:** It's the back part of the park.

**Supervisor Tidball:** Of the Park. I kind of remember something about that before. Is that something you've mowed?

**Highway Superintendent Reed:** No, we don't do that.

**Supervisor Tidball:** Yeah, I kind of remember years ago.

**Highway Superintendent Reed:** We've never done it as far as I've been here.

**Supervisor Tidball:** And like Dale's guys have never done it as far as you know either?

**Highway Superintendent Reed:** The only thing that we do, is we mow the landfill and that's to keep ENCON happy. If given more resources, more manpower and equipment, we could do it.

**Supervisor Tidball:** Is it necessary? I have to drive by and see what they are even talking about. Is it just a field?

**Highway Superintendent Reed:** There is no sense in the expense to do it. I don't see it.

**Supervisor Tidball:** Ok, do you guys have anything else for Bill? Alright public safety. I got nothing new.

**Public Safety:**

**Council Member Wenzel:** I don't have anything new.

**Supervisor Tidball:** Like I said, we say this every year. Summertime is a slow time for them. And with COVID and stuff, I know they have been having a lot less meetings and other stuff going on. I did run into Peter Brodie the other night at Hannaford. He gave me a quick report on the

contract. He said they are working out great. They use them for the shifts, so they do a lot of in-house trainings with them. So, things are going smooth. I told him that we want to sit down with him for a meeting and look over the numbers or call sheets to see what they missed and stuff like that. So, when we get a chance, we will set up a meeting with them like we talked about before. Anything for Park Committee stuff?

**Park Committee:**

**Council Member Wenzel:** No, we have been having a meeting once a month and that was the first Tuesday of the month and nothing new since that time.

**Supervisor Tidball:** Ok, we will jump into Sewer Districts.

**Sewer Districts:**

**Council Member Ganther:** As you all know, we have been working for a few years now on possible methods to better protect the Duane Lake water supply. Since so many residents around the lake rely on it for their drinking water. One idea that we are looking into now is that of a septic maintenance district. The concept is that the town would inspect each septic system around the lake on a rotating basis every few years to determine if the systems are in compliance or not. And for non-compliant systems, we would work with the homeland owners and with DEC in order to get them back into compliance. Of course, any cost to do that would be born by the homeland owner. On July 15, Roger, our attorney Terresa Bakner and I had a Q&A conference call with representatives of the Duane Lake association, representatives from Delaware Engineering and with the managers of the Otsego Lake Watershed Management District. Otsego Lake is a locality that employs such a septic system management district. It was an extremely informative session. We all came away with it from the call that this type of arrangement does have a good deal of merit. Of course, no decisions were made but it is an idea that we are going to continue to work with the Duane Lake Association in order to determine if this type of arrangement really is a feasible, cost effective method of protecting their drinking water up there. So, that is where that is now, and we will update you again on any future meetings on that topic. That's the only thing that I have.

**Supervisor Tidball:** Is Bill on?

**Council Member Ganther:** Brandy, can you unmute Bill and see if he has anything for us? Bill Brown, you are on.

**Supervisor Tidball:** How you doing Bill?

**Bill Brown from Delaware Engineering:** Good. Just a couple things on Delanson, We are working to finalize the plans for the long-term improvement project. I met with Dale and Andrew outside today to go through some layout stuff there. The town submitted a letter to DEC with an update on the Delanson schedule. Mariaville – We did get some feedback from DEC. An engineering report that was submitted back in 2018 with the funding application. So, Jaime came back last week with some comments on the engineering report that he sent to Dale & me and we can send around to the folks on the board. No big changes, just some clarifications and what not that he is looking have responded to. Separate from that, Dale received a letter, actually I think it was addressed to the Supervisor, a letter from EPA today asking questions about Mariaville. It just came in today, so I haven't had a chance to go through it yet. But we will do that with Dale and folks at the town. I think that is all I have.

**Supervisor Tidball:** Ok, do you guys have anything else for Bill?

**Council Member Ganther:** No, I do not.

**Supervisor Tidball:** Thanks Bill. Have a good night.

**Council Member Ganther:** Thanks Bill

**Bill Brown:** Thanks everybody. You too.

**Supervisor Tidball:** Alright, nothing else for sewer. John you got anything for IT?

**IT:**

**Council Member Ganther:** Yep. Broadband Committee meetings do remain on hold for the time being due to COVID. We did learn today that Annabel Felton who is our Broadband Committee Chair has an on-camera interview scheduled with Emily De Vito with Channel 13 News early next week. So, this sounds like a great opportunity for Duanesburg to get more public exposure for the critical mission we are on to get all of our resident's broadband internet access. SO that is a pretty cool thing. We'll be looking forward to seeing how that goes. During the business meeting tonight, we are going to be voting on a computer system security breach notification policy. This policy is to protect any identifying data relative to our residents that the town might possess such as account numbers, credit card numbers, social security numbers, etc. These breaches could be by unauthorized employee access or unauthorized access from an outside



party. We have companies like BST that does our accounting so there are things like that. So, there are some outside agencies that do have contact with our data. So this policy outlines what types of breaches you could possibly have and just as important, it outlines what kind of reporting we would need to do to folks like the Attorney General or Consumer Protection Agency should some sort of a breach like that be identified. I want to thank Terresa for bringing the need for this policy to our attention. I have reviewed this policy thoroughly and it seems like a really good policy. So, they recommend that we vote to approve it when we bring it up in the business meeting today. If anyone has any questions about the policy, I would be happy to answer them. As far as Zoom, you know we have been operating on Zoom for remote access. It provides us 40 minutes free, but we have been perilously close to that limitation a couple times. So, I have gone ahead and gotten us a subscription to it. We talked about the fact that we are going to need to use Zoom even after we start allowing people to come in person. I happen to have stumbled across a special when looking into it. So instead of spending \$150 for an annual subscription, it was only \$105. So, we are good there, we've got a subscription and we will no longer have any limitations as far as time. So that is all I have.

**Supervisor Tidball:** Ok. I had a quick update call with Kevin Eagan today, Kevin Eagan is our Government Affairs Rep. with Spectrum, trying to get an update of what is going on. Humphrey Road, it's only two residents but something we have been working on. They were waiting on the pole permits, so that is in the works. Which is good, it means that they have taken responsibility for it. And I know me, and John received emails from Schoharie Turnpike showing the work being done by Spectrum. The east end of Schoharie Turnpike down by Route 20, I think there are about a dozen houses that are involved in that, we spoke about that before, the residents are extremely happy which is great. They still have some outstanding projects they are working on to get us close and then we will go from there. Like I said it is a long, long journey that we have been on and hopefully we are going to get there. But hearing the news that Annabel is going to be interviewed, she should bring a lot of stuff to light, more local coverage, some of the things that they didn't do, like when the Governor's money came out, we didn't get it until the very end and it was only for part of town. Hopefully, that helps that. That's all I got for IT. Other discussion stuff, we were going to talk about the Comprehensive Plan meeting, to set up something for that, to do a review of what has been done. Do we have to do anything before, do we need anymore input before we do a review?

**Council Member Ganther:** No, I don't think so. I had sent an email out to you folks a couple of weeks ago that bulleted some of the things that had come up at the last comprehensive plan meeting. I can re-forward that email to everyone.

**Supervisor Tidball:** I know I have it.

**Council Member Ganther:** Yeah, I'll re-forward that so you have that ahead of time. It was just some things, that in particular, the committee identified that the board should talk about to clarify. Other than that it's a matter of taking the time before the meeting to go through the plan so that when we actually meet to discuss any changes we want to make, we are prepared to do that and we don't actually have to sit there and read it at that time. So please do your homework ahead of time and that will make the meeting go a lot quicker. We've all received a draft. Again, if you can't locate your draft, please let me know and I'll forward it to you.

**Supervisor Tidball:** Yep. So, are we talking about like the first, how should we proceed with this so everybody reviews the draft we were given, bring those revisions we think we need to the meeting?

**Council Member Ganther:** Yes, exactly.

**Supervisor Tidball:** Ok. So, the meeting is just going to be town board members? It has to be an open meeting.

**Council Member Ganther:** Yes, it has to be an open meeting. It's town board members, Phil did volunteer to also join us if you believe that is appropriate.

**Supervisor Tidball:** I would say yes.

**Council Member Ganther:** I think that would be helpful and am thankful that he offered that.

**Supervisor Tidball:** Just have it available on Zoom so anybody can listen in. It will be an open meeting.

**Council Member Ganther:** That's right. Yes, Terresa you said you wanted to be there too. I know you have been in those meetings.

**Town Attorney Terresa Bakner:** I think you should set it as a Special Town Board meeting.

**Supervisor Tidball:** Yes, yes, absolutely.

**Council Member Ganther:** Yes, it's just a matter of deciding on the day.

**Supervisor Tidball:** I think, let's wait one more board meeting and then we will set that. That way we get through the rest of this month and then the first meeting in August, we'll set a meeting sometime in one of the off weeks. Maybe for, the first meeting in August is the 12<sup>th</sup>, no I'm sorry, the 13<sup>th</sup>. What do we need 7 days?

**Town Attorney Terresa Bakner:** Actually, if you want to pick a date tonight, then you could just pick a date tonight, whenever you want to pick it and it will be plenty of time ahead.

**Supervisor Tidball:** Yeah. Do we want to set a date tonight guys? We could set it for, we're in July, were at July 23<sup>rd</sup>. So, we have, I try not to have too many meetings in one week. So, we could either do something next week or the first week in August, that's two weeks from now. I don't know if anyone is on vacation or stuff, that is why it is kind of tough the next couple of months. Although vacations are kind of, you can't go nowhere.

**Council Member Wenzel:** Next week, I cannot do.

**Supervisor Tidball:** Not for you. Or maybe like the third week in August, the 17<sup>th</sup>, 16<sup>th</sup>, that week?

**Council Member Ganther:** No good for me.

**Supervisor Tidball:** No good for you. I'll tell you what, why don't we send out an email to us, the five of us, Phil and Terresa and everyone put there no go dates. And we'll figure out something for the next board meeting. Let's go from that. That way everyone has some time to look at their schedules.

**Council Member Ganther:** Ok.

**Supervisor Tidball:** Like I said, I know July and August, without the COVID is crazy.

**Council Member Ganther:** Yep. Yep it's tough.

**Supervisor Tidball:** It's just a tough time so we'll get that scheduled. We'll put that to bed for now. Do you want to send that email out John?

**Council Member Ganther:** Yeah, I will.

**Supervisor Tidball:** Thank you. Do we have any other stuff we want to discuss?

**Council Member Ganther:** I just have one small thing. Just you know, this is census year and we did get an email from the State Comptroller's office urging folks to make sure that they fill out their census. I just want to read a quick blurb here from the email. It says and I received this on the 17<sup>th</sup>, a week ago. This week we examined New York's 2020 Census response rate and found that New York lags behind most other states in responding. We are in real danger of being undercounted, the stakes are high, and New York could lose funding for our local communities for education, housing and more. So, there is more to it than just getting a head count. It can actually affect us financially if everyone doesn't respond. If anyone hasn't, there is a web site you can go to which is [osc.state.ny.us/census](https://osc.state.ny.us/census) and that will get you to a page where you can complete the census application. Well, if I say New York, folks are going to be typing out New York and so I just wanted to make sure I did that clearly. That was it.

**Supervisor Tidball:** Ok. Do you guys have anything else? Alright, we'll go into the business meeting then.

**Business Meeting:**

**Council Member Ganther:** Motion to adopt the Town of Duaneburg Computer System Security Breach Notification Policy. (Council Member Ganther read the resolution. Please see attached.)

**Council Member Senecal:** Second the motion.

**Supervisor Tidball:** Jeff seconded the motion. Any other discussion on this? Clerk call the roll please.

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 92-20:** Council Member Ganther motioned, seconded by Council Member Senecal to adopt the Town of Duanesburg Computer System Security Breach Notification Policy.

Motion carried, 4 ayes

**Council Member Senecal:** Motion to approve the updated Town of Duanesburg Anti-Discrimination and Anti-Harassment Policy in place of the existing policy. (Council Member Senecal read the resolution. Please see attached.)

**Council Member Wenzel:** Second

**Supervisor Tidball:** Discussion on this. A few years ago, the state mandated the proper verbiage the towns abide by and since then, they've changed it about how many times Terresa? A dozen times. I may be exaggerating a little bit. It seems like every other month. So, this is just to update our policy to be in line with the state policy. Any other discussion on this? Clerk call the roll please.

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 93-20:** Council Member Senecal motioned, seconded by Council Member Wenzel to approve the updated Town of Duaneburg Anti-Discrimination and Anti-Harassment Policy in place of the existing policy.

Motion carried, 4 ayes

**Council Member Wenzel:** Make the motion to authorize the Town Supervisor to submit the documentation to NYS EFC to obtain the funds to pay professional services invoices No. 3 & No. 4. (Council Member read the resolution. Please see attached.)

**Council Member Senecal:** Second.

**Supervisor Tidball:** Any discussion?

**Council Member Ganther:** These invoices are essentially for, as mentioned, the long-term improvement project. Basically, the labor associated with doing the design and also the sub-contractors. So. It is all part of the design work for that project.

**Supervisor Tidball:** Clerk call the roll please.

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 94-20:** Council Member Wenzel motioned, seconded by Council Member Senecal to authorize the Town Supervisor to submit the documentation to NYS EFC to obtain the funds to pay professional services invoices No. 3 & No. 4.

Motion carried, 4 ayes

**Council Member Senecal:** Motion to approve the decommissioning and escrow agreements for the Oak Hill 1 and Oak Hill 2 LLC solar projects. (Council Member Senecal read the resolution. Please see attached.)

**Council Member Wenzel:** Second.

**Supervisor Tidball:** Any discussion on this? Clerk call the role please.

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 95-20:** Council Member Senecal motioned, seconded by Council Member Wenzel to approve the decommissioning and escrow agreements for the Oak Hill 1 and Oak Hill 2 LLC solar projects. (Council Member Senecal read the resolution. Please see attached.)

Motion carried, 4 ayes

**Supervisor Tidball:** I don't think we have any other business meeting to discuss.

**Council Member Ganther:** I do not believe we do.

**Privilege of the floor:**

**Supervisor Tidball:** Ok. Privilege of the floor. Our new norm, what I am going to do first is read the two correspondences from residents. I'll read that and during that time anybody that is on the Zoom that wishes to ask questions or make comments afterwards will be given time. John please give them quick instructions on how to do that.

**Council Member Ganther:** Yep. You should, on your window, probably along the bottom you should have a button for chat. If you click on there you ought to be able to type something in. If you want to speak just type something in. Say me or something like that and we will turn on your mic and allow you to speak. We are monitoring the chat window, so you'll have a few minutes to do that.

**Supervisor Tidball:** Alright, I'll start out with the first one. (Supervisor Tidball read the correspondence. Please see attached.)

**Supervisor Tidball:** The second one. (Supervisor Tidball read the correspondence. Please see attached.)

**Supervisor Tidball:** Thankyou folks, Susan and Lynn for your input. Brandy, does anyone on it want to speak? Nope. We'll give you five, ten oh wait.

**Council Member Ganther:** It says, thank you for reading, this is from Lynn Bruning, thank you for reading my letter into the record. Has AMP submitted their paperwork for a building permit?

**Supervisor Tidball:** That I do not know, I don't think so. They had to do this first, right?

**Town Attorney Terresa Bakner:** No, they have not submitted a request for a building permit. In fact, they came to the town Planning Board and asked for an extension time for an additional year for their approval because they are afraid that with COVID and the litigation that they may lose this construction season. So, the Planning Board granted that request at the last Planning Board meeting and of course we won't be signing the decommissioning agreement until such time as they apply for the building permit. So, it might be a little while.

**Supervisor Tidball:** Ok.

**Council Member Ganther:** Ok. Is that it Brandy?

**Supervisor Tidball:** We'll give it a few second incase someone is typing.



**Privilege of the Floor Closed:**

**Supervisor Tidball:** Alright folks, again thank you and thank you for your input again Lynn. Do we have anything else? Ok, I motion for adjournment then.

**Council Member Ganther:** I will second the motion.

**Supervisor Tidball:** Any discussion on that? Clerk call the role please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

Supervisor Tidball motioned, seconded by Council Member Ganther to adjourn the meeting.  
Motion carried, 4 ayes

**Supervisor Tidball:** Thank you folks. Enjoy. Have a good night.

Meeting Adjourned 7:44 p.m.

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday July 23, 2020 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

## Monthly Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month June 2020.

### Revenues

<b>Fund</b>	<b>Amount</b>
General Fund	\$ 126,798.84
Highway Fund	\$ 0.00
Fire Protection	\$ 0.00
Parks & Recreation	\$ 0.12
Parklands	\$ 0.28
Service Award	\$ 0.26
Sewer District #1	\$ 7.55
Sewer District #2	\$ 27.66
Sewer District #3	\$ 12.16
<b>Total</b>	<b><u>\$ 126,846.87</u></b>

### Disbursements

General Fund	\$ 101,250.60
Highway Fund	\$ 61,293.87
Fire Protection	\$ 0.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 16,767.21
Sewer District #2	\$ 24,215.59
Sewer District #3	\$ 4,312.85
<b>Total</b>	<b><u>\$ 207,840.12</u></b>

Dated July 23, 2020

Supervisors Office – Town of Duanesburg

# Town of Duaneburg Operating Statement As of June 30, 2020

	Month Ending 06/30/2020		Year To Date 06/30/2020		Summary
	Actual	Actual	Budget	Remaining	
<b>Expenses</b>					
1010.100 - Town Board-Personal Svcs	2,341.68	14,018.82	28,100.00	14,081.18	50.1 %
1010.400 - Town Board-Contractual	0.00	224.95	500.00	275.05	55.0 %
1110.100 - Justices-Personal Svcs	2,614.67	16,309.41	32,633.00	16,323.59	50.0 %
1110.101 - Justices-Court Clerk	1,632.00	10,453.96	21,200.00	10,746.04	50.7 %
1110.103 - Justices-Court Security	0.00	866.25	6,500.00	5,633.75	86.7 %
1110.200 - Justices-Equipment	0.00	0.00	500.00	500.00	100.0 %
1110.400 - Justices-Contractual	103.99	509.12	2,000.00	1,490.88	74.5 %
1220.100 - Supervisor-Personal Svcs	1,626.16	10,570.04	21,140.00	10,569.96	50.0 %
1220.101 - Supervisor-Personal Svcs-Clerk	2,660.00	14,233.75	18,033.00	3,799.25	21.1 %
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.42	1,406.52	2,813.00	1,406.48	50.0 %
1220.103 - Supervisor-Personal Svcs-Support	0.00	0.00	2,700.00	2,700.00	100.0 %
1220.200 - Supervisor-Equipment	0.00	1,495.00	2,000.00	505.00	25.3 %
1220.400 - Supervisor-Contractual	75.76	344.52	500.00	155.48	31.1 %
1255 - Town Clerk Fees	0.00	0.00	0.00	0.00	0.0 %
1340.100 - Budget-Personal Svcs	0.00	0.00	5,000.00	5,000.00	100.0 %
1355.100 - Assessor-Personal Svcs	1,346.16	8,750.04	17,500.00	8,749.96	50.0 %
1355.101 - Assessor-Personal Svcs-Clerk	1,260.00	8,397.00	16,380.00	7,983.00	48.7 %
1355.103 - Assessor-Personal Svcs-Support	1,458.00	7,290.00	0.00	(7,290.00)	0.0 %
1355.106 - Assessor-Grievance Board Personal Svcs	500.00	500.00	500.00	0.00	0.0 %
1355.200 - Assessor-Equipment	0.00	0.00	2,000.00	2,000.00	100.0 %
1355.400 - Assessor-Contractual	184.53	1,114.93	2,500.00	1,385.07	55.4 %
1355.401 - Assessor-Assessment Support Contract	0.00	0.00	17,500.00	17,500.00	100.0 %
1355.406 - Assessor-Grievance Board Contractual	67.02	67.02	200.00	132.98	66.5 %
1380.400 - Fiscal-Fiscal Agent Fees	5,387.50	27,501.00	30,000.00	2,499.00	8.3 %
1410.100 - Town Clerk-Personal Svcs	3,432.24	22,276.50	44,619.00	22,342.50	50.1 %
1410.101 - Town Clerk-Personal Svcs-Clerk	2,586.92	17,226.60	34,093.00	16,866.40	49.5 %
1410.200 - Town Clerk-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
1410.400 - Town Clerk-Contractual	89.06	381.66	6,000.00	5,618.34	93.6 %
1420.400 - Attorney-Contractual	8,235.15	13,638.31	25,000.00	11,361.69	45.4 %
1440.203 - Long Term Project Expense	0.00	38,913.13	0.00	(38,913.13)	0.0 %
1460.100 - Records Management-Personal Svcs	174.36	2,513.53	10,000.00	7,486.47	74.9 %
1460.400 - Records Management-Contractual	0.00	977.56	3,300.00	2,322.44	70.4 %
1620.100 - Buildings-Personal Svcs	1,121.00	7,155.54	10,500.00	3,344.46	31.9 %
1620.200 - Buildings-Equipment	0.00	0.00	500.00	500.00	100.0 %
1620.400 - Buildings-Contractual	3,098.64	14,896.21	30,000.00	15,103.79	50.3 %
1640.400 - Central Garage-Contractual	113.42	4,712.39	17,500.00	12,787.61	73.1 %
1660.400 - Central Storeroom-Contractual	287.93	809.42	2,000.00	1,190.58	59.5 %
1670.400 - Central Printing-Central Print/Mail	4,594.56	7,485.59	7,500.00	14.41	0.2 %
1680.200 - Data Processing-Equipment	0.00	(22.54)	2,500.00	2,522.54	100.9 %
1680.400 - Data Processing-Contractual	1,038.97	6,259.92	16,000.00	9,740.08	60.9 %
1910.400 - Unallocated Insurance	0.00	43,868.43	55,000.00	11,131.57	20.2 %
1920.400 - Municipal Dues	0.00	1,100.00	1,100.00	0.00	0.0 %
1990.400 - Contingency	0.00	0.00	20,000.00	20,000.00	100.0 %

A--General Fund

Town of Duaneburg  
Operating Statement  
As of June 30, 2020

Month Ending  
06/30/2020

Year To Date  
06/30/2020

	Actual	Actual	Budget	Remaining	Summary
2544 - Dog Licenses	0.00	0.00	0.00	0.00	0.0 %
3020.400 - Public Safety-Dispatch Svcs	0.00	21,500.00	43,000.00	21,500.00	50.0 %
3310.400 - Traffic Control-Contractual	125.62	241.14	0.00	(241.14)	0.0 %
3510.100 - Dog Control-Personal Svcs	416.67	2,500.00	5,000.00	2,500.00	50.0 %
3510.400 - Dog Control-Contractual	127.99	537.43	2,700.00	2,162.57	80.1 %
4020.100 - Registrar of Vital Stats-Personal Svcs	0.00	0.00	925.00	925.00	100.0 %
4540.400 - Ambulance-Contractual	19,212.50	38,425.00	86,850.00	48,425.00	55.8 %
5010.100 - Supt of Highway-Personal Svcs	4,288.92	27,856.96	55,756.00	27,899.04	50.0 %
5010.101 - Supt of Highway-Personal Svcs-Clerk	406.84	2,018.74	3,000.00	981.26	32.7 %
5010.200 - Supt of Highway-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
5010.400 - Supt of Highway-Contractual	36.26	145.22	500.00	354.78	71.0 %
6010.400 - Social Svcs-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %
6410.100 - Publicity-Web Site Personal Svcs	0.00	0.00	5,000.00	5,000.00	100.0 %
6410.400 - Publicity-Web Site Contractual	0.00	0.00	2,100.00	2,100.00	100.0 %
6772.400 - Programs for Aging-Contractual	0.00	2,600.00	2,600.00	0.00	0.0 %
7020.100 - Recreation Admin-Personal Svcs	0.00	0.00	3,000.00	3,000.00	100.0 %
7110.100 - Parks-Personal Svcs	0.00	0.00	8,500.00	8,500.00	100.0 %
7110.200 - Parks-Equipment	0.00	0.00	4,500.00	500.00	11.1 %
7110.400 - Parks-Contractual	386.45	4,000.00	7,500.00	3,290.51	43.9 %
7310.100 - Youth Programs-Personal Svcs	0.00	4,209.49	7,200.00	7,200.00	100.0 %
7310.400 - Youth Programs-Contractual	0.00	0.00	1,200.00	1,200.00	100.0 %
7510.100 - Historian-Personal Svcs	62.50	375.00	750.00	375.00	50.0 %
7510.400 - Historian-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %
7550.400 - Celebrations-Contractual	0.00	0.00	2,000.00	2,000.00	100.0 %
8160.498 - Refuse/Garbage-Engineering & Testing	0.00	17,243.41	17,000.00	(243.41)	(1.4) %
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	337.50	2,000.00	1,662.50	83.1 %
9010.800 - State Retirement	0.00	31,690.24	45,000.00	13,309.76	29.6 %
9030.800 - Social Security	1,869.20	11,953.85	27,360.00	15,406.15	56.3 %
9040.800 - Workers' Compensation	434.81	4,348.54	12,000.00	7,651.46	63.8 %
9060.800 - Health Insurance	12,792.80	38,944.12	57,500.00	18,555.88	32.3 %
<b>Total Expenses</b>	<b>86,424.70</b>	<b>521,171.22</b>	<b>926,752.00</b>	<b>405,580.78</b>	<b>43.8 %</b>

Revenue

1001 - Real Property Tax	0.00	0.00	156,499.00	156,499.00	100.0 %
1090 - Real Property Tax Interest & Penalties	0.00	11,068.91	15,000.00	3,931.09	26.2 %
1120 - Non-Property Tax Distribution by County	38,548.50	324,306.92	405,000.00	80,693.08	19.9 %
1170 - Franchise Fees	0.00	32,711.62	0.00	(32,711.62)	0.0 %
1255 - Town Clerk Fees	87.75	696.38	3,000.00	2,303.62	76.8 %
2001 - Park and Recreational Charges	0.00	0.00	100.00	100.00	100.0 %
2401 - Interest & Earnings	0.00	0.00	3,000.00	3,000.00	100.0 %
2501 - Business and Occupational License	0.00	2,008.44	0.00	(2,008.44)	0.0 %
2544 - Dog Licenses	689.00	2,014.00	9,500.00	7,486.00	78.8 %
2610 - Fines and Forfeited Bail	8,899.00	46,473.00	77,000.00	30,527.00	39.6 %
2801 - Interfund Revenues	0.00	0.00	4,000.00	4,000.00	100.0 %

**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending 06/30/2020	Actual	Year To Date 06/30/2020	Budget	Remaining	Summary
3001 - State per Capita Aid		0.00		20,653.00	20,653.00	100.0 %
3005 - State Aid Mortgage Tax		74,894.59		130,000.00	55,105.41	42.4 %
3820 - State Aid Youth Programs		0.00		3,000.00	1,427.99	47.6 %
<b>Total Revenue</b>	<b>123,118.84</b>	<b>495,745.87</b>	<b>826,752.00</b>		<b>331,006.13</b>	<b>40.0 %</b>
<b>Net Assets</b>	<b>36,694.14</b>	<b>(25,425.35)</b>	<b>(100,000.00)</b>		<b>(74,574.65)</b>	<b>74.6 %</b>

B--General Fund B

Town of Duanesburg  
Operating Statement  
As of June 30, 2020

	Month Ending 06/30/2020	Year To Date 06/30/2020	Summary
	Actual	Budget	Remaining
<b>Expenses</b>			
2555 - Building Permits	0.00	0.00	0.00
8010.100 - Zoning-Building Inspector	5,269.24	68,500.00	34,262.02
8010.101 - Zoning-Inspector's Clerk	1,260.00	16,380.00	8,365.50
8010.103 - Zoning-Assistant	1,260.00	15,015.00	6,969.62
8010.104 - Zoning-Board Personal Svcs	0.00	2,000.00	1,779.00
8010.105 - Zoning-Code Officer	1,680.00	0.00	(8,400.00)
8010.200 - Zoning-Equipment	0.00	2,500.00	2,500.00
8010.400 - Zoning-Contractual	287.79	6,000.00	4,030.17
8010.404 - Zoning-ZBA Expenses	0.00	250.00	250.00
8010.470 - Zoning-Broadband Extention	0.00	15,000.00	15,000.00
8020.103 - Planning-Assistant	1,260.00	15,015.00	6,978.47
8020.104 - Planning-Board Personal Svcs	45.00	3,000.00	2,748.00
8020.200 - Planning-Equipment	0.00	500.00	500.00
8020.404 - Planning-Board Expenses	56.43	500.00	347.50
8020.407 - Planning-Attorney	954.00	3,500.00	(838.00)
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	282.65	0.00	(282.65)
9010.800 - State Retirement	0.00	17,500.00	(325.76)
9030.800 - Social Security	806.24	8,790.00	3,756.51
9040.800 - Workers' Compensation	81.53	2,000.00	1,184.64
9050.800 - Unemployment Insurance	0.00	0.00	(17.29)
9060.800 - Health Insurance	1,583.02	6,000.00	949.32
<b>Total Expenses</b>	<b>14,825.90</b>	<b>182,450.00</b>	<b>79,757.05</b>
			<b>43.7 %</b>
<b>Revenue</b>			
1120 - Non-Property Tax Distribution by County	0.00	88,000.00	88,000.00
1170 - Franchise Fees	0.00	44,000.00	31,936.31
2110 - Zoning Fees	0.00	1,500.00	1,500.00
2389 - Other Home & Community Services	0.00	2,500.00	2,500.00
2401 - Interest & Earnings	0.00	100.00	100.00
2555 - Building Permits	3,680.00	17,500.00	10,035.00
<b>Total Revenue</b>	<b>3,680.00</b>	<b>153,600.00</b>	<b>134,071.31</b>
			<b>87.3 %</b>
<b>Net Assets</b>	<b>(11,145.90)</b>	<b>(28,850.00)</b>	<b>54,314.26</b>
			<b>(188.3) %</b>

**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending		Year To Date		Summary
	06/30/2020	Actual	06/30/2020	Budget	
<b>Revenue</b>					
2401 - Interest & Earnings	0.28	1.21		0.00	0.0 %
<b>Total Revenue</b>	<b>0.28</b>	<b>1.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0 %</b>
<b>Net Assets</b>	<b>0.28</b>	<b>1.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0 %</b>

**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending 06/30/2020		Year To Date 06/30/2020		Summary
	Actual	Actual	Budget	Remaining	
<b>Expenses</b>					
5130.100 - Machinery-Personal Svcs	0.00	5,358.71	8,000.00	2,641.29	33.0 %
5130.200 - Machinery-Equipment	0.00	170,283.00	258,000.00	87,717.00	34.0 %
5130.400 - Machinery-Contractual	1,654.88	23,112.77	34,000.00	10,887.23	32.0 %
5142.100 - Snow Removal-Personal Svcs	18,829.60	125,898.84	125,000.00	(898.84)	(0.7) %
5142.400 - Snow Removal-Contractual	2,078.34	45,341.42	60,000.00	14,658.58	24.4 %
9010.800 - State Retirement	0.00	18,816.08	21,000.00	2,183.92	10.4 %
9030.800 - Social Security	1,440.46	9,967.94	10,175.00	207.06	2.0 %
9040.800 - Workers' Compensation	1,032.68	10,922.61	17,000.00	6,077.39	35.7 %
9055.800 - Disability Insurance	0.00	122.24	200.00	77.76	38.9 %
9060.800 - Health Insurance	12,510.77	48,622.17	52,000.00	3,377.83	6.5 %
<b>Total Expenses</b>	<b>37,546.73</b>	<b>458,445.78</b>	<b>585,375.00</b>	<b>126,929.22</b>	<b>21.7 %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	0.00	325,043.00	325,043.00	100.0 %
1120 - Non-Property Tax Distribution by County	0.00	0.00	217,125.00	217,125.00	100.0 %
2130 - Refuse and Garbage Charges	0.00	0.00	500.00	500.00	100.0 %
2300 - Transportation Services	0.00	0.00	14,707.00	14,707.00	100.0 %
2401 - Interest & Earnings	0.00	0.00	1,000.00	1,000.00	100.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>558,375.00</b>	<b>558,375.00</b>	<b>100.0 %</b>
<b>Net Assets</b>	<b>(37,546.73)</b>	<b>(458,445.78)</b>	<b>(27,000.00)</b>	<b>431,445.78</b>	<b>(1,597.9) %</b>



**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending 06/30/2020	Year To Date 06/30/2020			Summary
	Actual	Actual	Budget	Remaining	
<b>Expenses</b>					
5110.100 - General Repairs-Personal Svcs	0.00	0.00	135,000.00	135,000.00	100.0 %
5110.400 - General Repairs-Contractual	12,549.51	18,894.32	125,000.00	106,105.68	84.9 %
5112.200 - Capital Improvements-Equipment	1,752.53	1,752.53	104,613.00	102,860.47	98.3 %
9010.800 - State Retirement	0.00	22,777.36	21,000.00	(1,777.36)	(8.5) %
9030.800 - Social Security	0.00	63.04	10,328.00	10,264.96	99.4 %
9040.800 - Workers' Compensation	896.80	8,968.87	17,000.00	8,031.13	47.2 %
9055.800 - Disability Insurance	0.00	122.24	200.00	77.76	38.9 %
9060.800 - Health Insurance	8,548.30	29,499.26	73,000.00	43,500.74	59.6 %
<b>Total Expenses</b>	<b>23,747.14</b>	<b>82,077.62</b>	<b>486,141.00</b>	<b>404,063.38</b>	<b>83.1 %</b>
<b>Revenue</b>					
1120 - Non-Property Tax Distribution by County	0.00	0.00	77,821.00	77,821.00	100.0 %
2300 - Transportation Services	0.00	0.00	14,707.00	14,707.00	100.0 %
2401 - Interest & Earnings	0.00	0.00	1,000.00	1,000.00	100.0 %
3501 - State Aid/CHIPS	0.00	0.00	104,613.00	104,613.00	100.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>198,141.00</b>	<b>198,141.00</b>	<b>100.0 %</b>
<b>Net Assets</b>	<b>(23,747.14)</b>	<b>(82,077.62)</b>	<b>(288,000.00)</b>	<b>(205,922.38)</b>	<b>71.5 %</b>

**Town of Duanesburg**  
**Operating Statement**  
As of June 30, 2020

	Month Ending		Year To Date		Summary
	06/30/2020	Actual	06/30/2020	Budget	
Revenue					
2401 - Interest & Earnings	0.12	0.48		0.00	0.0 %
<b>Total Revenue</b>	<b>0.12</b>	<b>0.48</b>		<b>0.00</b>	<b>0.0 %</b>
<b>Net Assets</b>	<b>0.12</b>	<b>0.48</b>		<b>0.00</b>	<b>0.0 %</b>

**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending 06/30/2020	Actual	Year To Date 06/30/2020	Budget	Remaining	Summary
<b>Expenses</b>						
3410.416 - Fire Protection-Contractual-Delanson	0.00	70,409.00	70,409.00		0.00	0.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	0.00	56,651.00	56,651.00		0.00	0.0 %
3410.418 - Fire Protection-Contractual-Esperance	0.00	77,656.00	77,656.00		0.00	0.0 %
3410.419 - Fire Protection-Contractual-Mariaville	0.00	193,855.00	253,719.00		59,864.00	23.6 %
<b>Total Expenses</b>	<b>0.00</b>	<b>398,571.00</b>	<b>458,435.00</b>	<b>59,864.00</b>	<b>13.1 %</b>	
<b>Revenue</b>						
1001.416 - Real Property Tax-Delanson	0.00	70,409.00	70,409.00		0.00	0.0 %
1001.417 - Real Property Tax-Burtonsville	0.00	56,651.00	56,651.00		0.00	0.0 %
1001.418 - Real Property Tax-Esperance	0.00	77,656.00	77,656.00		0.00	0.0 %
1001.419 - Real Property Tax-Mariaville	0.00	253,719.00	253,719.00		0.00	0.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>458,435.00</b>	<b>458,435.00</b>	<b>0.00</b>	<b>0.0 %</b>	
<b>Net Assets</b>	<b>0.00</b>	<b>59,864.00</b>	<b>0.00</b>	<b>(59,864.00)</b>	<b>0.0 %</b>	

**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending 06/30/2020	Year To Date 06/30/2020	
	Actual	Budget	Summary
<b>Expenses</b>			
1440.200 - Engineer-Equipment	0.00	0.00	(7,482.50) 0.0 %
1710.100 - Sewer Admin-Personal Svcs	0.00	7,500.00	7,500.00 100.0 %
1990.400 - Contingency	0.00	10,000.00	10,000.00 100.0 %
8110.200 - Sewer Admin-Equipment	0.00	1,000.00	1,000.00 100.0 %
8110.400 - Sewer Admin-Contractual	140.67	1,000.00	534.19 53.4 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	2,600.00	0.00 0.0 %
8110.461 - Sewer Admin-Insurance	0.00	5,000.00	(2,072.06) (41.4) %
8110.465 - Sewer Admin-Cell Phone	68.00	900.00	636.45 70.7 %
8120.200 - Sanitary Sewers-Equipment	0.00	8,000.00	6,792.18 84.9 %
8120.462 - Sanitary Sewers-Pump Station Electric	420.48	5,000.00	1,886.41 37.7 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	2,002.76	10,000.00	1,399.12 14.0 %
8130.100 - Treatment/Disposal-Plant Operator	1,960.00	25,500.00	12,767.97 50.1 %
8130.101 - Treatment/Disposal-Backup Operator	1,182.08	15,300.00	7,600.23 49.7 %
8130.103 - Treatment/Disposal-Maint Tech	1,477.44	19,207.00	9,609.20 50.0 %
8130.200 - Treatment/Disposal-Equipment	30.00	1,000.00	970.00 97.0 %
8130.400 - Treatment/Disposal-Contactual	2,254.75	3,500.00	1,245.25 35.6 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	1,800.00	1,800.00 100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	425.00	425.00 100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	1,000.00	179.84 18.0 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,750.52	25,000.00	13,721.23 54.9 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	593.66	16,000.00	10,867.59 67.9 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	4,000.00	3,000.19 75.0 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	21.97	2,700.00	2,567.88 95.1 %
8130.466 - Treatment/Disposal-Chemicals	0.00	3,000.00	795.38 26.5 %
8130.467 - Treatment/Disposal-Lab Testing	511.28	5,000.00	3,133.66 62.7 %
8130.468 - Treatment/Disposal-Sludge Disposal	1,751.75	10,000.00	2,434.20 24.3 %
9010.800 - State Retirement	0.00	10,000.00	6,038.72 60.4 %
9030.800 - Social Security	326.32	5,165.00	3,030.21 58.7 %
9040.800 - Workers' Compensation	135.88	6,000.00	4,641.08 77.4 %
9060.800 - Health Insurance	2,139.65	8,600.00	1,140.53 13.3 %
9730.600 - Bond Anticipation-Principal	0.00	129,000.00	0.00 0.0 %
<b>Total Expenses</b>	<b>16,767.21</b>	<b>343,197.00</b>	<b>106,161.95 30.9 %</b>
<b>Revenue</b>			
1001 - Real Property Tax	0.00	312,947.00	312,947.00 100.0 %
2401 - Interest & Earnings	7.55	100.00	71.10 71.1 %
2590 - Permits - Septic	0.00	2,000.00	2,000.00 100.0 %
<b>Total Revenue</b>	<b>7.55</b>	<b>315,047.00</b>	<b>315,018.10 100.0 %</b>
<b>Net Assets</b>	<b>(16,759.66)</b>	<b>(28,150.00)</b>	<b>208,856.15 (741.9) %</b>

# Town of Duanesburg Operating Statement As of June 30, 2020

	Month Ending		Year To Date		Summary
	06/30/2020	Actual	06/30/2020	Remaining	
<b>Expenses</b>					
1710.100 - Sewer Admin-Personal Svcs		0.00	5,250.00	5,250.00	100.0 %
1990.400 - Contingency		0.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment		0.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	122.19	325.02	3,000.00	2,674.98	89.2 %
8110.461 - Sewer Admin-Insurance	0.00	5,865.26	5,500.00	(365.26)	(6.6) %
8110.465 - Sewer Admin-Cell Phone	47.59	158.52	750.00	591.48	78.9 %
8120.200 - Sanitary Sewers-Equipment	0.00	845.47	5,000.00	4,154.53	83.1 %
8120.462 - Sanitary Sewers-Pump Station Electric	1,323.75	5,453.53	8,500.00	3,046.47	35.8 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	8,205.99	28,373.30	19,000.00	(9,373.30)	(49.3) %
8130.100 - Treatment/Disposal-Plant Operator	1,373.08	8,912.71	17,850.00	8,937.29	50.1 %
8130.101 - Treatment/Disposal-Backup Operator	810.24	5,262.56	10,710.00	5,447.44	50.9 %
8130.103 - Treatment/Disposal-Maint Tech	1,034.24	6,713.28	13,445.00	6,731.72	50.1 %
8130.200 - Treatment/Disposal-Equipment	1.99	1.99	2,000.00	1,998.01	99.9 %
8130.401 - Treatment/Disposal-Generator Maintenance	471.21	1,608.15	1,200.00	(408.15)	(34.0) %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	557.18	2,000.00	1,442.82	72.1 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	3,375.87	13,918.06	28,000.00	14,081.94	50.3 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	789.79	8,216.52	15,000.00	6,783.48	45.2 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	1,622.85	4,000.00	2,377.15	59.4 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	74.36	389.60	2,000.00	1,610.40	80.5 %
8130.467 - Treatment/Disposal-Lab Testing	266.00	931.00	3,000.00	2,069.00	69.0 %
8130.468 - Treatment/Disposal-Sludge Disposal	4,427.50	12,980.00	3,000.00	(9,980.00)	(332.7) %
9030.800 - State Retirement	0.00	2,970.96	7,500.00	4,529.04	60.4 %
9040.800 - Workers' Compensation	227.24	1,484.63	4,644.00	3,159.37	68.0 %
9060.800 - Health Insurance	81.53	815.34	3,700.00	2,884.66	78.0 %
9730.600 - Bond Anticipation-Principal	1,583.02	5,392.16	5,900.00	507.84	8.6 %
	0.00	0.00	160,000.00	160,000.00	100.0 %
<b>Total Expenses</b>	<b>24,215.59</b>	<b>112,798.09</b>	<b>336,874.00</b>	<b>224,075.91</b>	<b>66.5 %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	28,291.30	329,124.00	300,832.70	91.4 %
2401 - Interest & Earnings	27.66	111.40	750.00	638.60	85.1 %
2590 - Permits - Septic	0.00	0.00	2,000.00	2,000.00	100.0 %
<b>Total Revenue</b>	<b>27.66</b>	<b>28,402.70</b>	<b>331,874.00</b>	<b>303,471.30</b>	<b>91.4 %</b>
<b>Net Assets</b>	<b>(24,187.93)</b>	<b>(84,395.39)</b>	<b>(5,000.00)</b>	<b>79,395.39</b>	<b>(1,587.9) %</b>

# Town of Duanesburg Operating Statement As of June 30, 2020

	Month Ending 06/30/2020		Year To Date 06/30/2020		Summary
	Actual	Actual	Budget	Remaining	
<b>Expenses</b>					
1710.100 - Sewer Admin-Personal Svcs	0.00	0.00	750.00	750.00	100.0 %
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	18.48	127.98	1,000.00	872.02	87.2 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	598.00	598.00	100.0 %
8110.461 - Sewer Admin-Insurance	0.00	3,581.76	2,500.00	(1,081.76)	(43.3) %
8110.465 - Sewer Admin-Cell Phone	20.40	105.03	400.00	294.97	73.7 %
8120.200 - Sanitary Sewers-Equipment	0.00	363.63	3,000.00	2,636.37	87.9 %
8120.462 - Sanitary Sewers-Pump Station Electric	263.26	1,592.32	2,500.00	907.68	36.3 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	244.68	1,278.51	6,000.00	4,721.49	78.7 %
8130.100 - Treatment/Disposal-Plant Operator	588.48	3,825.59	7,650.00	3,824.41	50.0 %
8130.101 - Treatment/Disposal-Backup Operator	361.28	2,346.54	4,590.00	2,243.46	48.9 %
8130.103 - Treatment/Disposal-Maint Tech	443.24	2,881.42	5,762.00	2,880.58	50.0 %
8130.200 - Treatment/Disposal-Equipment	0.00	0.00	500.00	500.00	100.0 %
8130.400 - Treatment/Disposal-Contractual	206.59	206.59	1,000.00	793.41	79.3 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	250.00	250.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	279.98	500.00	220.02	44.0 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	522.88	3,679.83	5,500.00	1,820.17	33.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	186.45	1,094.20	7,500.00	6,405.80	85.4 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	55.60	1,000.00	944.40	94.4 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	16.98	171.14	500.00	328.86	65.8 %
8130.466 - Treatment/Disposal-Chemicals	0.00	658.52	1,000.00	341.48	34.1 %
8130.467 - Treatment/Disposal-Lab Testing	152.72	458.16	1,000.00	541.84	54.2 %
8130.468 - Treatment/Disposal-Sludge Disposal	523.25	1,159.20	2,000.00	840.80	42.0 %
9010.800 - State Retirement	0.00	990.32	3,500.00	2,509.68	71.7 %
9030.800 - Social Security	98.48	644.03	1,435.00	790.97	55.1 %
9040.800 - Workers' Compensation	54.35	543.56	1,750.00	1,206.44	68.9 %
9060.800 - Health Insurance	611.33	2,176.72	2,700.00	523.28	19.4 %
9730.600 - Bond Anticipation-Principal	0.00	77,610.00	77,610.00	0.00	0.0 %
<b>Total Expenses</b>	<b>4,312.85</b>	<b>105,830.63</b>	<b>148,420.00</b>	<b>42,589.37</b>	<b>28.7 %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	0.00	144,600.00	144,600.00	100.0 %
2401 - Interest & Earnings	12.16	48.24	100.00	51.76	51.8 %
2590 - Permits - Septic	0.00	0.00	2,000.00	2,000.00	100.0 %
<b>Total Revenue</b>	<b>12.16</b>	<b>48.24</b>	<b>146,700.00</b>	<b>146,651.76</b>	<b>100.0 %</b>
<b>Net Assets</b>	<b>(4,300.69)</b>	<b>(105,782.39)</b>	<b>(1,720.00)</b>	<b>104,062.39</b>	<b>(6,050.1) %</b>

**Town of Duanesburg**  
**Operating Statement**  
 As of June 30, 2020

	Month Ending 06/30/2020	Actual	Year To Date 06/30/2020	Budget	Remaining	Summary
<b>Expenses</b>						
3410.800 - Service Award-Employee Benefits	0.00	3,372.00	0.00	0.00	(3,372.00)	0.0 %
<b>Total Expenses</b>	<b>0.00</b>	<b>3,372.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(3,372.00)</b>	<b>0.0 %</b>
<b>Revenue</b>						
2401 - Interest & Earnings	0.26	1.40	0.00	0.00	(1.40)	0.0 %
<b>Total Revenue</b>	<b>0.26</b>	<b>1.40</b>	<b>0.00</b>	<b>0.00</b>	<b>(1.40)</b>	<b>0.0 %</b>
<b>Net Assets</b>	<b>0.26</b>	<b>(3,370.60)</b>	<b>0.00</b>	<b>0.00</b>	<b>3,370.60</b>	<b>0.0 %</b>

**Town of Duanesburg Town Board**

**Resolution # Adopting the**

**Town of Duanesburg Computer System Security Breach Notification Policy**

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

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

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

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

\_\_\_\_\_  
Roger Tidball, Supervisor  
Date:

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk  
Date:

Present:

Absent:

**Town Board Members:**

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



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

§ 1-1. Title.

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

§ 1-2. Legislative Intent.

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

§1-3. Authority.

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

§1-4. Definitions.

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

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

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

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

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

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

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

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

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

**TOWN** — The Town of Duanesburg, County of Schenectady.

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

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

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

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

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

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

#### § 1-7. Permitted Delay.

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

#### § 1-8. Method of Notification.

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

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

### 3. Notification to major state-wide media.

#### § 1-9. Information Required.

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

#### § 1-10. Notification of Agencies.

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

#### § 1-11. Severability.

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

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_\_\_\_ - 2020**

**July 23, 2020**

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

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

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

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

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

\_\_\_\_\_  
Roger Tidball, Supervisor  
Date:

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk  
Date:

Present:  
Absent:

Town Board Members:

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

## **Anti-Discrimination/Anti-Harassment Policy (July 23, 2020)**

### **Introduction**

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

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

### **Unlawful Discrimination and Harassment Prohibited**

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

### **What Is Harassment Generally?**

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

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

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

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

### What Is "Sexual Harassment"?

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

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

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

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

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

### *Examples of Sexual Harassment*

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

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

### Who Can Be a Target of Harassment?

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



### Where Can Harassment Occur?

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

### Retaliation Prohibited

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

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

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

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

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

## **Reporting Discrimination and Harassment**

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

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

## **Supervisory Responsibilities**

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

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

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

## **Investigation Procedure**

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

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

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

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

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

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

### **Legal Protections and External Remedies**

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

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

### *New York State Human Rights Law*

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

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

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

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

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

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

### *The Civil Rights Act of 1964*

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

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

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

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

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

#### *Local Protections*

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

#### *Contact the Local Police Department*

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

## **COMPLAINT FORM**

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

You will not be retaliated against for filing a complaint.

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

**For additional resources, visit: [ny.gov/programs/combating-sexual-harassment-workplace](http://ny.gov/programs/combating-sexual-harassment-workplace).**

### **COMPLAINANT INFORMATION**

Name:

Work Address:

Work Phone:

Job Title:

Email:

Select Preferred Communication Method:   Email      Phone      In Person

### **SUPERVISORY INFORMATION**

Immediate Supervisor's Name:

Title:

Work Phone:

Work Address:

## COMPLAINT INFORMATION

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

Name:

Title:

Work Address:

Work Phone:

Relationship to you: Supervisor      Subordinate      Co-Worker      Other

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

3. Date(s) discrimination or harassment occurred:

Is the discrimination or harassment continuing? Yes    No

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

*The last question is optional but may help the investigation*

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

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

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

Signature: \_\_\_\_\_

Date:

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2020**

**July 23, 2020**

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

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

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

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

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

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

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

\_\_\_\_\_  
Roger Tidball, Supervisor

\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

**Town Board Members:**

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





## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

May 7, 2020

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

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

Dear Roger:

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

Services provided from February through April 2020 included:

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

Services anticipated to be provided during May 2020 include:

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

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

Respectfully,

**DELAWARE ENGINEERING, D.P.C.**

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

Attachment

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



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

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

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

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

For Services Rendered Through May 03, 2020

**1 Design**

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

**6 NYSEFC Contract Coordination**

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

Invoice total **7,482.50**

Approved by:

William J. Brown

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

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

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

PROJECT ID. 19-1712

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

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

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8078/FAX 607-482-0482

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

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE



## DELAWARE ENGINEERING, D.P.C.

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55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

July 14, 2020

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

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

Dear Roger:

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

Services provided from May through June 2020 included:

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

Services anticipated to be provided during July 2020 include:

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

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

Respectfully,

DELAWARE ENGINEERING, D.P.C.

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

Attachment

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

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



**Delaware Engineering, D.P.C.**

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

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

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

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

For Services Rendered Through June 28, 2020

**1 Design**

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

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

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

Approved by:

William J. Brown

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

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 18820 Phone 607-432-8078/TAX 607-432-0432

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

PROJECT ID 19-1712

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

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

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 18820 Phone 607-482-8073/FAX 607-482-0482

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

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE



RECEIVED JUL 10 2020



# ATLANTIC TESTING LABORATORIES

Remit to: 6431 US Highway 11  
Canton, New York 13617  
Phone: 315-386-4578

Inquiries to: 6431 US Highway 11  
Canton, New York 13617  
Phone: 315-386-4578

WBE certified company

June 30, 2020

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

Client Information

Contact:  
Telephone:  
SRF No.

Mr. William Brown, P.E.  
607-432-8073  
G4-5469-06

**REQUEST FOR PAYMENT**

Subsurface Investigation and Geotechnical Evaluation Services  
Wastewater Treatment Plant Upgrades  
Duanesburg, New York  
ATL Project No. CD4884  
ATL Contract No. CD998-2813-12-19

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

LUMP SUM AMOUNT DUE \$8,700.00

Invoice No. 93453

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

#19-1712

Task#1A

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

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2020**

**July 23, 2020**

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

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

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

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

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

---

Roger Tidball, Supervisor

---

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

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

## DECOMMISSIONING AGREEMENT

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

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

WHEREAS, on September 5, 2019, based on the Operator’s application, and after duly noticed public hearing(s), the Town, by its Planning Board, granted conditional special use and site plan approval (hereinafter “Approval Resolution”) for the Project<sup>1</sup>, on condition that, among other things, the applicant submit a final decommissioning plan and decommissioning security and that the applicant provided the Town with access to funds for the Decommissioning (as defined below) of the Project; and

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

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

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

---

<sup>1</sup> The Oak Hill Solar 1 Project was also approved at this meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**To the Town:**

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

**With a copy to:**

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

**To Operator:**

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

1550 Wewatta St., 4<sup>th</sup> Floor  
Denver, CO 80202

**With an electronic copy to:**

jdonald@amp.energy

**To Landowner:**

Richard Murray1206 Oak Hill Rd.  
Esperance, NY 12066

**[Signature Page Follows]**

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

**TOWN:**

Town of Duanesburg

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

Name: Roger Tidball

Title: Town Supervisor

**OPERATOR:**

Oak Hill Solar 1 LLC

By: AMP Solar Development Inc.

Its: Manager

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

Name: David Rogers

Title: President

**LANDOWNER:**

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

Name:

Title:



**Schedule A**

**Site Plan**

**[to be attached]**

**Schedule B**  
**Description of Properties**  
**[to be attached]**

**Schedule C**

**Approval Resolution**

**[to be attached]**

**Schedule D**

**Decommissioning Plan**

**[to be attached]**

**Schedule E**

**Form of Decommissioning Escrow Agreement**

# **SCHEDULE A**

TRACT LIMIT LINE

100 FT PROPERTY LINE SETBACK

LIMIT OF WETLANDS DELINEATION

40 FT PROPERTY LINE SETBACK

1,106.53'

1,644.49'

137.50'

N07°06'20"W

S83°07'50"W 399.88'

265.00'

S10°43'40"E

551.87'

N10°43'40"W 554.76'

554.76'

STONEWALLS

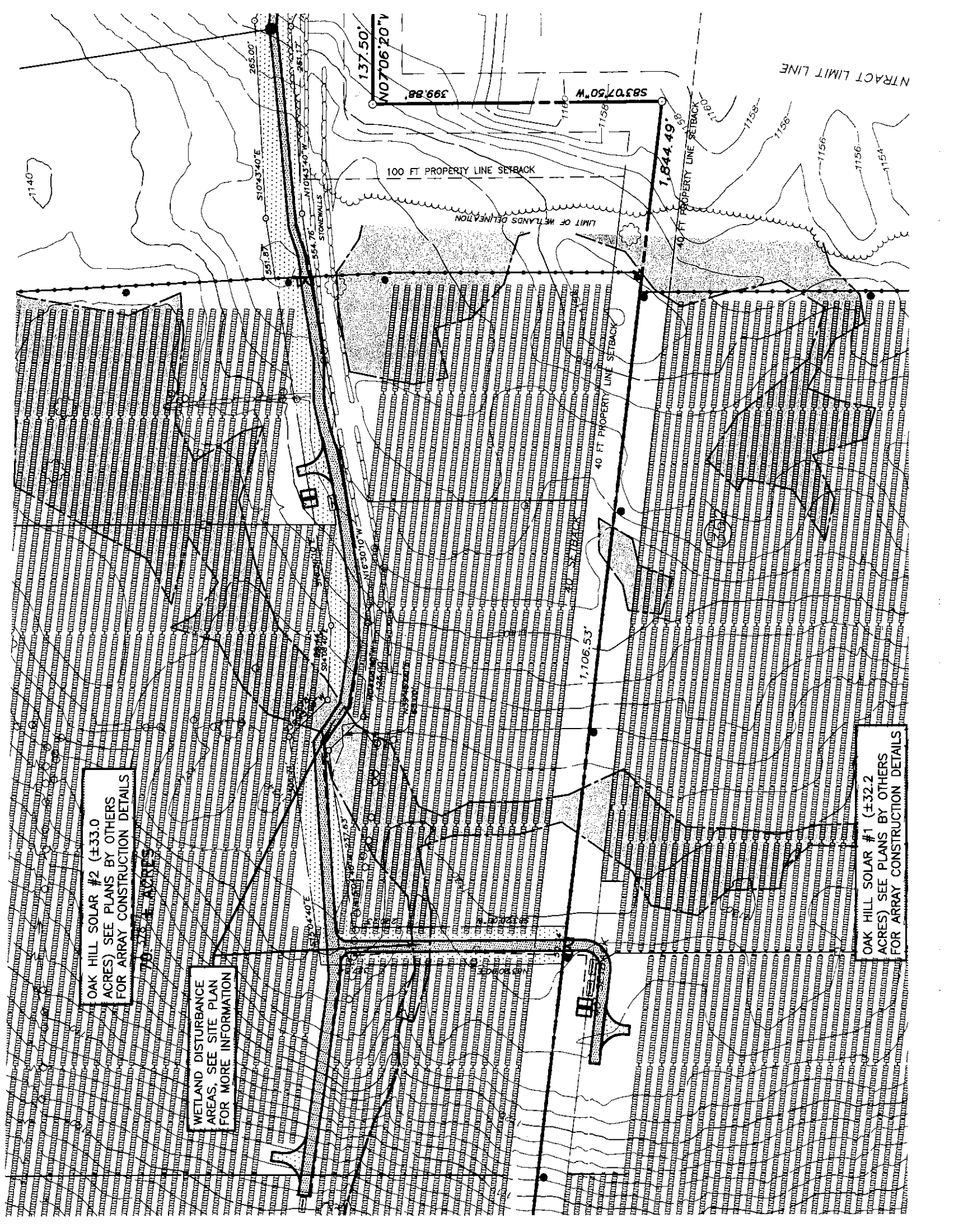
1140'

OAK HILL SOLAR #2 (±33.0 ACRES) SEE PLANS BY OTHERS FOR ARRAY CONSTRUCTION DETAILS

70.38 ± ACRES

WETLAND DISTURBANCE AREAS, SEE SITE PLAN FOR MORE INFORMATION

OAK HILL SOLAR #1 (±32.2 ACRES) SEE PLANS BY OTHERS FOR ARRAY CONSTRUCTION DETAILS



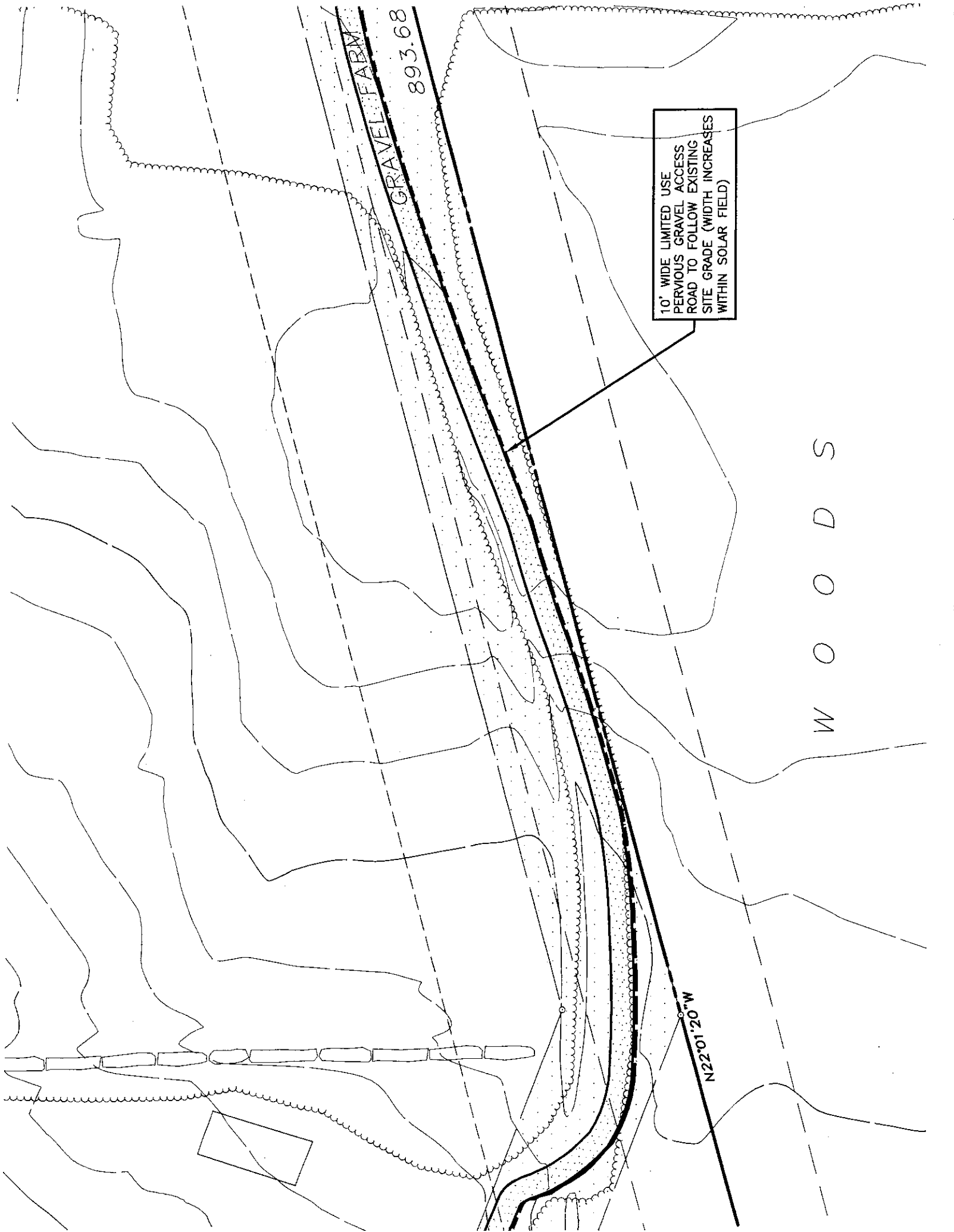
OAK HILL 1 SOLAR ARRAY  
NOTE: FOR DETAILED PLANS  
OF SOLAR ARRAY REFER TO  
PLANS BY OTHERS

LOT 2  
79.353 ± ACRES



**Lot 1**

±2' WIDE MEDIUM  
VOLTAGE TRENCH (0.6m  
WIDE)



GRAVEL FARM  
893.68

10' WIDE LIMITED USE  
PERVIOUS GRAVEL ACCESS  
ROAD TO FOLLOW EXISTING  
SITE GRADE (WIDTH INCREASES  
WITHIN SOLAR FIELD)

N22°01'20\"W

WOODS

OAK HILL 1 SOLAR ARRAY  
NOTE: FOR DETAILED PLANS  
OF SOLAR ARRAY REFER TO  
PLANS BY OTHERS

AC TRENCH AREA OF  
DISTURBANCE= ±0.127 AC

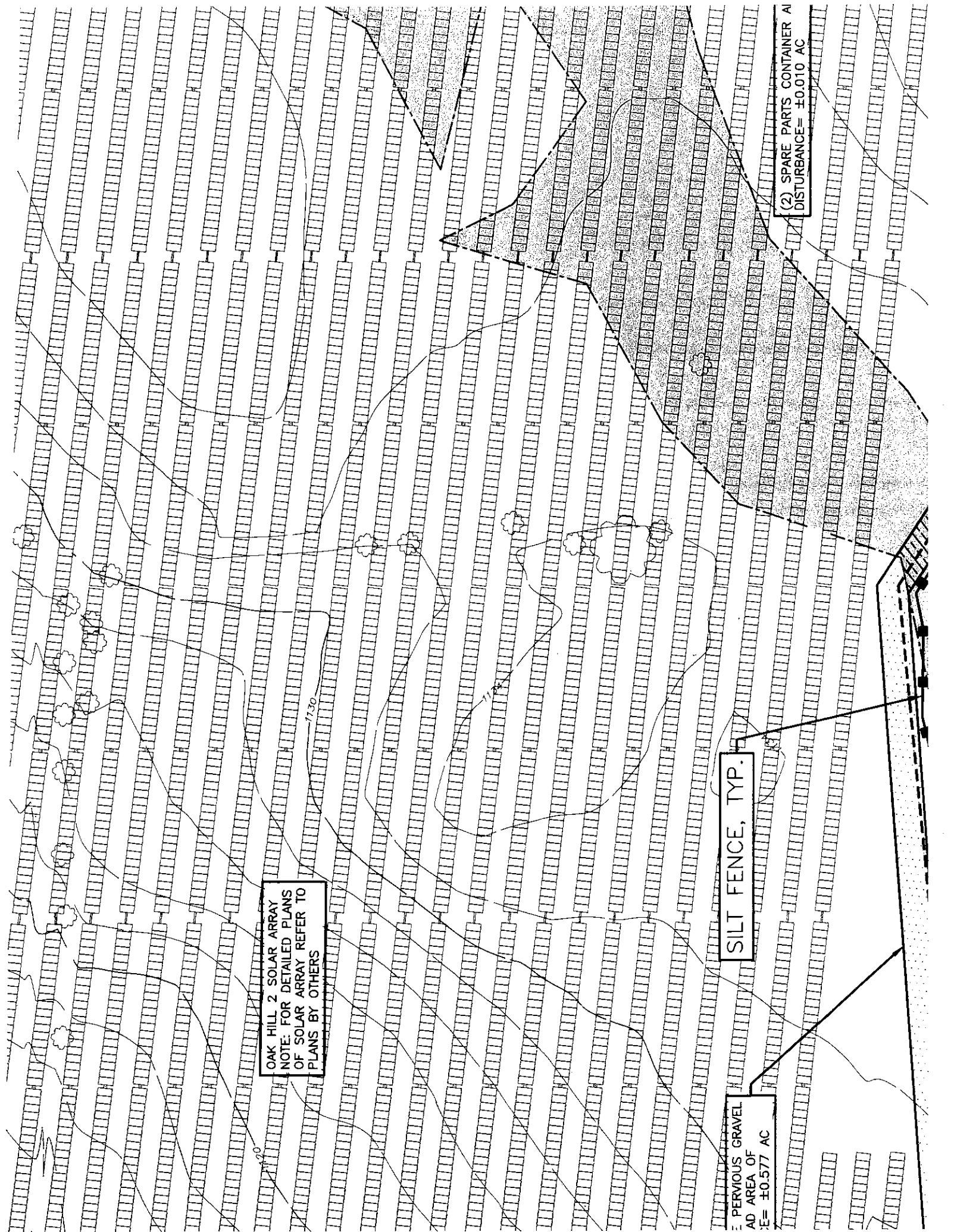
AC TRENCH WETLAND  
CROSSING ±112 SF

OAK HILL 2 SOLAR ARRAY  
NOTE: FOR DETAILED PLANS  
OF SOLAR ARRAY REFER TO  
PLANS BY OTHERS

PERVIOUS GRAVEL  
AD AREA OF  
E= ±0.577 AC

SILT FENCE, TYP.

(2) SPARE PARTS CONTAINER AREA  
DISTURBANCE= ±0.010 AC



LIMITED USE PERVIOUS GRAVEL  
ACCESS ROAD FOLLOWS  
EXISTING DIRT ROAD PRIOR TO  
ENTERING SOLAR FIELD. NO  
DISTURBANCE

GRAVEL FARM

LOW VOLTAGE UTILITY  
TRENCH AREA OF  
DISTURBANCE= ±0.137 AC

W O O D WOODS

# **SCHEDULE B**



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

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

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

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

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

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

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

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

## ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7621 (F) 518.371.9540 edplp.com

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

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

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

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

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

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

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

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



**ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.**

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7621 (F) 518.371.9540 edpllp.com

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

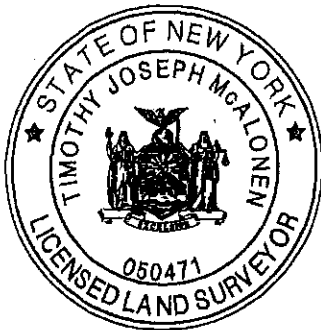
8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

December 5, 2019

Prepared By: Timothy J. McAlonen, PLS/ZMB



Oak Hill I Lease Parcel Description.dox



**ENVIRONMENTAL DESIGN  
PARTNERSHIP, LLP.**

Shaping the physical environment

900 Route 146 Clifton Park, NY 12065  
(P) 518.371.7621 (F) 518.371.9540 edpllp.com

### **SUGGESTED DESCRIPTION**

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

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

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

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

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

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

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

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

**ENVIRONMENTAL DESIGN PARTNERSHIP, LLP.**

Shaping the physical environment

900 New York 146 Clifton Park, NY 12065

(P) 518.371.7621 (F) 518.371.9540 edpllp.com

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

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

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

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

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

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

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

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

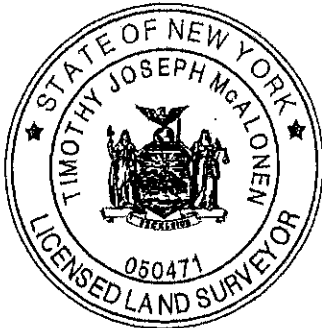
8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

December 5, 2019

Prepared By: Timothy J. McAlonen, PLS/ZMB



Oak Hill 2 Lease Parcel Description.dox

# **SCHEDULE C**

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



TOWN OF DUANESBURG  
SCHENECTADY COUNTY

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

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Town of Duanesburg  
Planning Board Minutes  
October 17<sup>th</sup>, 2019  
**Final Copy**

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

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

**PLEDGE OF ALLEGIANCE:**

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

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

Lynn Bruning located at 13388 Duanesburg Rd wanted to know what the status of the Comprehensive Plan?

Chairmen Sexton explained to Lynn that they have been working on the Plan for just over a year now and how in the near future he will be asking the public for comments.

**Harris/Rulison** made the motion to close the open forum at 7:07.

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

**SKETCH PLAN REVIEW:**

**PUBLIC HEARINGS:**

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

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

Over➡

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

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

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

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

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

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

#### **New Business:**

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

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

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

#### **Old Business:**

None

#### **Sketch Plan Review:**

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

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

**OTHER:**

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

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

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

**MINUTES APPROVAL:**

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

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

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

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

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

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

**ADJOURNMENT:**

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

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



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

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Date: September 19, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michael Harris  
Joshua Houghton

✓  
✓

# **SCHEDULE D**

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



ORIGINAL

ENTERED ON 8/5/19

BY: DW 3:35

## **CONTENTS:**

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

## **APPENDICES:**

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





ORIGINAL

ENTERED ON: 9/5/19  
BY: DW BBS

### 1. INTRODUCTION

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

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

### 2. DECOMMISSIONING ACTIVITIES

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

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

### 3. COST OF DECOMMISSIONING

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

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

#### **4. ESTABLISHMENT OF DECOMMISSIONING FUND**

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

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

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

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

#### **5. DEMOLITION INSTRUCTIONS**

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

a. **Project Component Removal**

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



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

b. PV Module Removal

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

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

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

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

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

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

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

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

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

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

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

<https://silrec.com/>

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



c. Electric Wire Removal

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

d. Racking and Fencing removal

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

e. Concrete Slab Removal

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

f. Access Road

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

g. Site Restoration Process

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

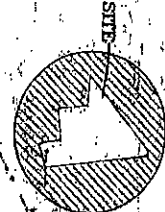
If the subsequent use for the Project site will involve agriculture, a deep till of the project site will be undertaken. The affected areas will be inspected, thoroughly cleaned, and all construction-related debris removed. Disturbed areas will be reseeded to promote the re-vegetation of the area unless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



ORIGINAL

Appendix 1  
Site Location Plan

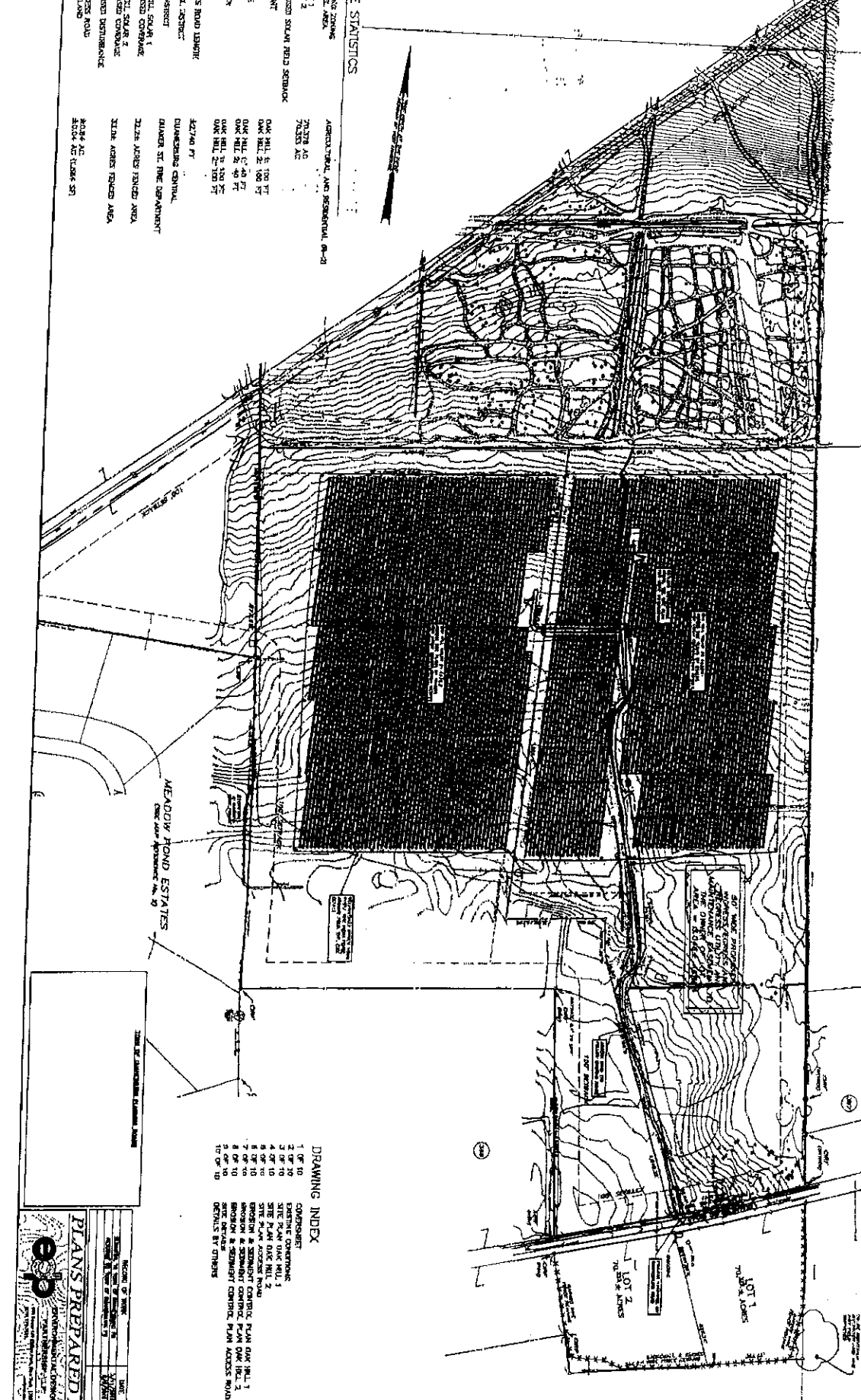
ENTERED ON: 9/5/19  
BY: DW 3:35



SITE LOCATION MAP  
SCALE: 1" = 1 MILE

# PROPOSED SITE PLAN FOR OAK HILL SOLAR 1&2

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



## STATISTICS

AG ZONING	AGRICULTURAL AND RESIDENTIAL (A-2)
2. AREA	70.27 AC
3. TOTAL AC	70.27 AC
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### DRAWING INDEX

1 OF 10	CONSENT
2 OF 10	CONSENT
3 OF 10	CONSENT
4 OF 10	CONSENT
5 OF 10	CONSENT
6 OF 10	CONSENT
7 OF 10	CONSENT
8 OF 10	CONSENT
9 OF 10	CONSENT
10 OF 10	CONSENT

**PLANS PREPARED BY:**

**ep** ENVIRONMENTAL DESIGN PARTNERSHIP, LLC

13950 DUANEBSBURG ROAD  
TOWN OF DUANEBSBURG, SCHENECTADY COUNTY, NEW YORK

Appendix 2  
**Breakdown of Decommissioning Costs**



**ORIGINAL**

5/13/19  
JMS  
ENTERED ON 5/13/19

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

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

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

Estimated Decommissioning Cost				
	Type	Quantity	Cost Per Item	Total
Fence Removal with Gate and CCTV	LF	7,618	\$4.50	\$34,281.00
Remove Transformers & Concrete Pads	Each	2	\$5,000.00	\$10,000.00
Remove Major Switch Gear & Concrete Pad	Each	1	\$5,000.00	\$5,000.00
Remove Modules and Racking	\$/MWac	5	\$9,000.00	\$45,000.00
Removal of Posts	Each	1,975	\$20.00	\$39,500.00
Remove & Dispose String Inverters, Storage and DC Converters	Each	60	\$300.00	\$18,000.00
Removal of Underground Wires and Backfill	LF	3,500	\$10.00	\$35,000.00
Site Restoration, Grade and Seed	Acre	10	\$900.00	\$9,000.00
Removal of Gravel Access Road	Cubic Yards	624	\$25.00	\$15,600.00
Current Total:				\$211,381.00
Total after 25 years of Inflation (2.5% Inflation rate)				\$346,372.38
Detailed Salvage Value				
	Solar Panels	45,435	\$6.60	\$300,003.00
	Racking Steel (lbs)	1,168,100.00	\$0.05	\$58,405.00
	Racking Aluminum (lbs)	1,760,000.00	\$0.15	\$264,000.00
	Project Cabling (lbs)	75,931.00	\$0.73	\$55,429.63
Total Salvage Value				\$677,837.63
Proposed decommissioning fund				
				\$211,381.00



Appendix 3

**NYSERDA Fact Sheet**

DECOMMISSIONING SOLAR  
PANEL SYSTEMS

NY-Sun

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

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

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

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

**Abandonment and decommissioning defined**

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

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

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

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

**What is a decommissioning plan?**

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

**What is the estimated cost of decommissioning?**

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

**Table 1: Sample list of decommissioning tasks and estimated costs**

Tasks	Estimated Cost (\$)
Remove Rack Wiring	\$2,459
Remove Panels	\$2,450
Dismantle Racks	\$12,360
Remove Electrical Equipment	\$1,850
Breakup and Remove Concrete Pads or Ballasts	\$1,500
Remove Racks	\$7,600
Remove Cable	\$6,500
Remove Ground Screws and Power Poles	\$13,850
Remove Fence	\$4,950
Grading	\$4,000
Seed Disturbed Areas	\$250
Truck to Recycling Center	\$2,250
<b>Current Total</b>	<b>\$60,200</b>
<b>Total After 20 Years (2.5% inflation rate)</b>	<b>\$98,900</b>

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



NYSERDA

Appendix 4  
**IRREVOCABLE STANDBY LETTER OF CREDIT**  
DATE:

Applicant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Beneficiary:

Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

Dear Sir or Madam:

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

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

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

Either:

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

ORIGINAL

ENTERED ON 9/5/19  
BY: DW 335

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

Or

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

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

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

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

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

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

This Letter of Credit shall permit multiple partial drawings.

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

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

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

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

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

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

ISSUING BANK

Authorized Signature

ANNEX A



ORIGINAL

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_

Date \_\_\_\_\_

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

Sight Draft

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

[INSERT BENEFICIARY PAYMENT INSTRUCTIONS]

Town of Duanesburg

By:

Name:

Title:

cc:



## DECOMMISSIONING AGREEMENT

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

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

WHEREAS, on September 5, 2019, based on the Operator's application, and after duly noticed public hearing(s), the Town, by its Planning Board, granted conditional special use and site plan approval (hereinafter "Approval Resolution") for the Project<sup>1</sup>, on condition that, among other things, the applicant submit a final decommissioning plan and decommissioning security and that the applicant provided the Town with access to funds for the Decommissioning (as defined below) of the Project; and

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

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

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

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

---

<sup>1</sup> The Oak Hill Solar 1 project was also approved at this meeting.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**To the Town:**

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

**With a copy to:**

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

**To Operator:**

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

**With an electronic copy to:**

jdonald@amp.energy

**To Landowner:**

Richard Murray 1206 Oak Hill Rd.  
Esperance, NY 12066

**[Signature Page Follows]**

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

**TOWN:**

Town of Duaneburg

By: \_\_\_\_\_  
Name: Roger Tidball  
Title: Town Supervisor

**OPERATOR:**

Oak Hill Solar 2 LLC

By: AMP Solar Development Inc.  
Its: Manager

By: \_\_\_\_\_  
Name: David Rogers  
Title: President

**LANDOWNER:**

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

**Schedule A**

**Site Plan**

**[to be attached]**

**Schedule B**  
**Description of Properties**  
**[to be attached]**

**Schedule C**

**Approval Resolution**

**[to be attached]**



**Schedule D**

**Decommissioning Plan**

**[to be attached]**

**Schedule E**  
**Form of Decommissioning Escrow Agreement**