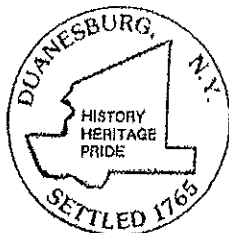


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday June 24, 2021
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Tidball at 7:02PM

Present: Supervisor Tidball, Council Members Ganther, Senecal and Wenzel, Deputy Town Clerk Fall, Town Attorney Terresa Bakner

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Supervisor Tidball: Before we get into the Public Hearing, the Town Board will be going into Executive session for contract talk. First in the order of business, we have two continuations of Public Hearings that we started last board meeting. The first one is for proposed Local Law #1 of 2021 entitled Solar Energy Facility Law. We tabled it from another meeting because a lot of comments came through during that meeting and we wanted to go through them. No matter what, we are going to be pushing this one, tabling it for one more town board meeting because the executive order was lifted by the Governor and they way the public notice was written, you had to either make your comments through ZOOM and going forward you will be able to do them here in public at the next board meeting. Before we open the public hearing to the public, does anyone on the board have any comments since that meeting on any of the comments that came in? Ok, make the motion to open the public hearing.

Council Member Senecal: Second.

Supervisor Tidball: Any discussion? Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: 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: Council Member Wenzel

Council Member Wenzel: Aye

Supervisor Tidball: Ok, at this time does anybody wish to speak that is on Zoom about the Public Hearing for the proposed Local Law #1, the solar energy facilities law?

Lynne Bruning of 13388 Duanesburg Road: Please see attached.

Town Attorney Teresa Bakner: So, the local law was revised to reflect both the ZBA comments, and the Planning Board comments. I will check to make sure that the correct version of the law is posted on the town's website. As people make comments on the local law, like the Planning Board, the ZBA, members of the public, we make changes in the local law, and we repost it. So, if there is something missing in what was posted we will certainly make sure that gets corrected before the next meeting and we will, we can't take out older versions of the local law in the minutes because that is what it was at the time. But we can make sure that the most up to date version is posted on the website. The town board has not approved anything yet and we have continued discussions with the Planning Board and Zoning board and if the board would like, I am more than happy to send the version of the solar law that addresses their comments back to them and let them comment further. I am fine doing that, it is up to you all, whatever you would like.

Council Member Ganther: Lynne, where did you say that version that had just the six sections, where did you say that was?

Lynne Bruning: It's in the May 27th meeting minutes. I'm putting it in the chat window here and you'll see that it is significantly different and includes a lot of the language that I heard discussed by the Zoning Board. It's much more restrictive, it protects the town more. And that is why I was confused as to why something in May, and I understand the draft minutes take time, but this is like so important that the documents are posted to the town website that they have a date and time stamp. We make mistakes, we make changes, and it is important to be able to subtract those changes so that we are all talking about the same documents. And everybody has spent so much time reviewing the solar law and trying to improve it that it would be a shame, out of a mistake, to vote on that document and get that submitted to the state if it is not the document that we worked on.

Town Attorney Teresa Bakner: Well, the document, at the bottom of the document has a little v and a number next to it and that stands for version 3 Lynne. So, if that helps you track things, that's great. The other one, I am looking here at is oh no, that is Local Law #2 but the version I have here is V#. So, we'll go and make sure the correct one is posted on the website. I mean we didn't go through all of this you know to give people the impression that we are trying to hide the ball. All we are doing here is trying to make sure that we, in fact make the changes recommended by the Zoning Board of Appeals and the Planning Board. And the Town Board is reviewing everything, so that is where we are.

Lynne Bruning: I appreciate that, the draft law that was in the May 27th minutes says V3. So, I mean there is something, somewhere, we all make mistakes, that will happen and it's just we are trying to get it straight. It's just, what was referred to, what I was directed to review in the May 27th minutes is much more restrictive and it includes a lot of language from the Zoning Board and if the town wants that or not, is up to the Town Board. I'm just confused.

Town Attorney Teresa Bakner: Yeah, no I understand. We will make sure that the current version is posted and certainly, the Town Board has not indicated that they have any objections, no do I want anyone to think that they had any objections to the suggestions of the Planning Board and the Zoning Board of Appeals. They have adopted those. So, if another version is posted there, we will take care of it.

Lynne Bruning: Thank you very much.

Supervisor Tidball: Anyone else on Zoom want to speak?

Chris Loukides of 1320 Alexander Road: Can you hear me over there? Ok thank you. Just about this topic, it sounds as though the law is evolving and being edited along the way. That makes

good sense. Is there a way, in an effort to avoid some of the confusion about what it is exactly that a person is reading, is there a way to indicate by either in color, by striking things, by adding a date or putting at the top of it, amended on such and such a date, just to keep the reader aware of that this is a work in progress, these are dates when things were changed, so if they have sort of a running record on the document itself in an effort to keep, keep it organized and let people know I am reading the most recent version of this particular law. Is that something that is feasible, doable and am understanding this topic correctly?

Supervisor Tidball: Yeah, that is something very easily to be done and that is a great suggestion.

Deputy Town Clerk Fall: We can't date, time, and stamp it, the website doesn't allow that. But we could put in the title, amended on and the date.

Supervisor Tidball: Something on the cover page or something like that.

Town Attorney Terresa Bakner: Yeah, we'll put at the top the version number at the top with the date. That way we can be sure. We don't want to say amended because that makes it sound like it was approved but other than that, we can do that. We don't usually have this many changes to things.

Lynne Bruning: That would be helpful, I am looking at the documents right now and both of them say version 3.

Town Attorney Terresa Bakner: Ok, alright well we will put it at the top and it will be an integral part of the document. Ok?

Lynne Bruning: Yes, thank you very much.

Supervisor Tidball: Any other comments on the solar law?

Chris Loukides: This is Chris Loukides again if I may. I actually apologize, I do forget the date, but I made a comment, maybe it was in January, it doesn't matter, regarding the solar law, the part that talks about abandonment of the solar farm if it stops producing, there's the 6 months and then the 12 months. In that section, it's page 4, number 4, abandonment. It makes mention of plan to restore the property, schedules. Should the language in that be a little bit more specific in terms of what agencies are responsible for dismantling, properly, safely, the materials of solar panels. Is there a state agency that is responsible for that and is that the only agency that is allowed to cart off what are probably some toxic materials, should that information be included,

specifying if there really is only a single agency that is allowed to move those panels once they have been decommissioned and taken apart? Is there a law, a state law, a DEC law that says that this is the protocol for removing? You know step 1, one must do this, step 2, one must do that in order to ensure safe removal of panels and the parts that are, that have potentially hazardous materials inside of them. Is that something that should be delineated in that abandonment language, if in fact there is a specific agency?

Town Attorney Teresa Bakner: There is not a specific agency, they are currently considered construction and demolition debris. A lot of the, they tell us a lot of the materials like the steel posts are eventually reused or salvaged but you 'll see we're not giving any credit for salvage value here. I just say that because it's the same as if somebody was taking down a house Christine, there is no agency that oversees taking down or demolishing houses. When you demolish the house, it's construction and demolition debris and then you are required to dispose of it in accordance with state laws, but no one supervises it other than the building inspector who issues the demolition permit. So. It's a local thing.

Lynne Bruning: Hey Christine, may I please add to that. So, one of the big problems was allowing solar projects is that every county has their own waste management system. So, Schoharie County is Casella's, you know the old MOSA down on route 7 towards Cobleskill. And they do not accept any solar panels, they do not accept lithium batteries. Other counties do accept it. So, like in Schoharie when they were reviewing Parejo's project, that developer had to submit an additional decommissioning statement because all of the solar panels would have to be shipped to the nearest recycling plant which is in Carrollton, Texas. So that was an additional \$93,000 added to their decommissioning plan. Will Schenectady County change their plan or not, I don't know? I continue to petition that it should be, that we should be stopping any of the solar panels and lithium batteries being put into our landfills or transfer stations because of that hazardous waste issue. There is continued discussion about just how hazardous they are, so this is a big problem, and this is a big problem for our county specifically because our county accepts them. So, all of the other counties surrounding us of which have the article 10 and section 94C's that have hundreds upon hundreds and thousands of panels, those can't be disposed of in Schenectady County; so this is going to be a bigger and bigger problem. There is an article in the Harvard Business Review that just came out in the past 10 days that discusses the economics of actually, and this is specifically in residentials, they have not seen this in the utilities field but in residential solar projects, the economics of replacing your panels within 15 years of installation is a money making venture and so what they are finding is that panels are being disposed of every 15 years, not every 25 or 30 years. And this is adding to the waste strain in the ongoing problem with solar. And I'll give you the Harvard article, it is very disturbing as to what will happen if the towns do not make the laws as strictly as they can and prevent other towns and other counties

from bringing their waste into them. This has become the bigger cost measure in economics as well as hazardous waste problem for our town and our county.

Town Attorney Terresa Bakner: Yes, but Lynne, Lynne, this is Terresa. DEC decides what goes into a solid waste landfill and what does not. They regulate that. So, if the state or the federal government wanted to mandate that all those materials be recycled, they would have to be. The town doesn't have any power to do that, Ok. All we can do is make sure that in the event the other entities like the state and the federal government, they don't act, well then at least we're not gonna you know allow them to take salvage value on something that is just going to, it really has to be disposed of. So, again it would be helpful to the town board I think if you guys could direct comments to the Local Law that is in front of you so that the Town Board can hear what you have to say about what you think should be changed in the local law. I mean that's why we are here. So, if you want to propose language, please feel free to propose language. We are here to hear what you have to say.

Lynne Bruning: Well, I would propose language for our town law that states the debris must be taken to a recycling facility. I think as time goes on, it's going to be more difficult to dispose of any of this waste and that our town law could be stronger in the decommissioning plan in that it has to go to a recycling facility to protect us.

Town Attorney Terresa Bakner: Ok. Any other comments on ways to improve the law?

Chris Loukides: I think that if it could, that the language could specify a recycling facility, I think that is...

Supervisor Tidball: You can't do that because they change constantly, new ownerships and different places, you couldn't name just one place.

Chris Loukides: I'm sorry, what do you mean by that?

Supervisor Tidball: I mean name a place to bring it.

Chris Loukides: No, I'm not saying a specific, like Jones's recycling.

Supervisor Tidball: Ok, I'm sorry, I misunderstood you.

Town Attorney Terresa Bakner: Ok, any other comments Christine?

Chris Loukides: Actually, I was looking down at, and I'm not sure if I'm understanding the language of this, the language in any kind of law becomes so complex, you know almost kind of convoluted in some regards. Number 5, oh I can't even read my own handwriting. It was something about a bond. I know that that was included in there to make sure that the town will not be held responsible for the removal process or any you know, taking away of the solar plant, taking apart, removing it, storing it. Is that what that bond is in there for?

Town Attorney Terresa Bakner: Yes, Christine, the financial security which is the bond letter of credit or actual placement of the money in an escrow account is put there so in the event that the owner of the land or the owner of the facility does not remove the panels after they have been abandoned then the town can hire someone, bid it out and pay them prevailing wage. That is why it's specified that it's gotta be prevailing wage because that is what the town has to pay. So, all those provisions are in there and they are typical to solar law as a way to make sure that they are not just sitting out there in the landscape not being used.

Supervisor Tidball: Any other comments? Alright, I make the motion to continue the Public Hearing for Local Law #1 Solar Energy Facilities Law.

Council Member Ganther: Second.

Supervisor Tidball: Any discussion? Brandy call the roll 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: The second Public Hearing continuation of Public Hearing Local Law #2 of 2021 entitled Local Law amending the town of Duanesburg zoning ordinance with respect to commercial event venues. This one will also be carried on for one more town board meeting because of the executive order being lifted. So, has there been any before I open it up to the public, any other board comments? Questions or anything before we go to the public? Alright, I make the motion to open the public hearing.

Council Member Wenzel: Second.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: 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: Council Member Senecal

Council Member Senecal: Aye

Supervisor Tidball: Alright, anyone on Zoom or in the board room wish to speak? Any comments on this law? I don't think we have anyone on Zoom for this.

Deputy Town Clerk Fall: They are all unmuted.

Supervisor Tidball: Anybody on Zoom at this time, if so speak up. If not. I have somebody here that wants to speak. Go ahead Joe.

Joe Serth: A lot of these changes refer to existing structures only and then at the end it says new or existing, maybe clean the language up a little bit. I see you now allow access through L1 to get to L2. L1, I assume is Mariaville? Then we have all parking must demonstrate that all parking can take place on the property. That won't work for the bed and breakfast. We talked about possibly using adjoining property if permissible. It's not going to affect any plans I have in

the future. It says demonstrate all parking can be done on the property, but it also says you can use off-site parking to venue people in. It sounds like two different ways there. You also talk about egress set standard, all language I've seen, egress and ingress for. I'm doing just egress, two ways of getting off, we don't care about getting on, we're all good there.

Town Attorney Terresa Bakner: Ok, which sections are you looking at? Is it 2-1d that didn't get changed? Because it says this requirement should not preclude an event venue from using shuttle buses or other methods of guest transportation. So, your point is that is confusing, we can fix that. Ok, gotcha. It can be egress or ingress, we'll use both terms.

Joe Serth: Besides that, this looks fantastic, I'm outta here. Thanks guys. God, why couldn't we have called this Law 1 instead of Law 2? See ya.

Supervisor Tidball: Anyone on Zoom that wishes to speak about Law #2? Like I said, we will be continuing it one more board meeting. Alright, no one? I'll make the motion to continue the Public Hearing for Local Law #2.

Council Member Ganther: Second the motion.

Supervisor Tidball: Brandy call the roll 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: I need approval of minutes please.

Council Member Ganther: Make a motion to approve the minutes for the Town Board meeting on Thursday June 10th, 2021.

Council Member Wenzel: Second.

Supervisor Tidball: Any discussion on those? Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Abstain

Deputy Town Clerk Fall: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 102-21: Council Member Ganther motioned, seconded by Council Member Wenzel to approve the Town Board Meeting minutes of Thursday June 10, 2021.
Motion carried, 4 ayes.

Supervisor Tidball: Payment of Claims please.

Council Member Ganther: Vouchers to be paid Town of Duaneburg Vouchers per Fund.
General Fund - \$297,991.74, Highway fund- \$17,540.54, SD#1- \$3,226.96, SD#2 - \$4,162.26, SD#3 - \$521.78. Total vouchers to be paid - \$323,443.29.

Council Member Ganther: Second.

Supervisor Tidball: Any discussion? Brandy 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 103-21: Council Member Ganther motioned, seconded by Council Member Senecal to pay the following claims:

Motion carried, 4 ayes.

Vouchers to be Paid June 24, 2021

General Fund:	\$297,991.74
Highway Fund:	\$17,540.54
SD#1 Fund:	\$3,226.96

SD#2 Fund: \$4,162.26

SD#3 Fund: \$521.79

Total To Be Paid: \$323,443.29

Supervisor Tidball: Committee reports. Mr. Reed is not with here. Does anybody have anything for Highway?

Highway:

Supervisor Tidball: Ok, we'll catch up to him.

Public Safety:

Supervisor Tidball: Public Safety has been pretty quiet; I know there was a fire over by your house, right?

Council Member Senecal: Yeah, a garage fire, no injuries that I heard of.

Supervisor Tidball: I have nothing else. You got anything else for Public Safety Bill?

Council Member Wenzel: I do not, no.

Supervisor Tidball: How about Park Committee.

Park Committee:

Council Member Wenzel: The bathrooms down at Van Patten are progressing quite well. And everything is sheet rocked and it won't be too much longer, hopefully the plumbing will be wrapped up. The only other thing, I have not been over to see it, but I did get a message from the crew working on the golf course, the disc golf course that apparently if I understood what they said correctly all nine holes are completed. Now not complete to play for the public yet. They are still in their test mode but the time-consuming part to cut the brush, do the layout and what have you, that is done. So, they should be coming along quite well with that.

Supervisor Tidball: Good news, good news.

Council Member Wenzel: Dale is getting some numbers from some contractors for putting soffit panels up on the ceiling of the pavilion at Van Patten Park. There have been a lot of problems with turkeys and other birds that roost up in there and it's not a sanitary condition down there on top of picnic tables and what have you. So, he's getting numbers so that can be fully enclosed. I don't think we are going to have it done in time for the youth program this year, but it will be done before this year is out. So at least we see some progress with that. And that is all I have.

Supervisor Tidball: John, anything for sewers?

Sewer Districts:

Council member Ganther: Yeah, so DEC did their Wastewater Treatment Inspections this morning and I went down there and tagged along with that. Bill Brown was also there, and the inspections went really well. Jaime was very pleased with all the work being done at the plants; he was all excited about the construction going on. At the Delanson plant he was practically giddy. All in all, he really didn't have anything bad to say at all. I mean we are still having our issues with I & I. We recently just found a couple more leakages into the system that we fixed. While we do continue to have issues, I think we will always continue to have issues but as long as we track them down and correct them when we find them, I think we're pleased with that.

Town Attorney Terresa Bakner: Well, you guys should pat yourselves on the back for that because you bought that camera and that makes all the difference.

Council Member Ganther: Yeah, it does, that's been a big deal, that's helped a lot. You're just hunting in the dark if you don't have that. Being able to get down there, I mean it doesn't solve every problem but if you have a lateral going off the main line that goes up to a house

somewhere it could be a leak somewhere in there and you know you can't get up in there all the time but at least you can narrow it down and that helps a lot. So, yeah, I think we can look forward to a couple of good written reports on those plants. I think it went pretty well.

Supervisor Tidball: Bill Brown, anything to add?

Bill Brown of Delaware Engineering: Hey guys, how you doing. Jaime seemed to be pretty encouraged by the construction that is under way and will continue to be under way over the summer. We have another concrete pour scheduled for tomorrow. You do have a couple motions on your agenda later tonight for the change order and the invoice from MCJ Construction who is the general contractor. We expected to find rock at the site, and we found rock on the site. So that's the basis of the change order, we do believe we are complete with the rock excavation that will be needed for this project. So that should be the only change order associated with rock is what we are anticipating. There is sufficient funds in the project contingency to cover that cost and you have the paperwork later in your meeting. Sewer District 2, the Mariaville plant, that will probably be next year's project to install the UV, plans are DEC approved and we anticipate first quarter of 2022 bidding for that project. We are updating the IUP listing for the Duane Lake project in the event that there is traction there in the future. There is no commitment required to do that on the Lake Association or on the town or anything. It keeps it active in DEC and EFC eyes in the event that something does come to fruition. I think that's all I have. Roger, you should have a couple of forms in your email to sign.

Supervisor Tidball: Thanks Bill. Do you guys have any questions or comments for Bill? Ok. IT John.

IT:

Council Member Ganther: Last week Clint and Louise from Omnis were in here basically resuming the status meetings that we used to have before COVID hit. So that was the first one to kick things back off again. That went well, we talked to them about the changes going on here, moving folks around. Obviously, they have been changing some wiring around. I stressed how one of my big goals is to get everything inventoried which we had started to do before COVID hit. To have some sort of network diagram that every component that is part of the network is identified, labeled, and dated so that we know how long we have had it so we can plan for replacement rather than waiting for failures. My big one and I stressed that with them, they said that they would provide me some recording on that. They also had some ideas on ways that we can increase the security. We know that we need to replace our firewall which is old but there are other things that we can do software wise to improve our security to prevent

intrusions. So, I told them they need to put those types of things in writing so we can look them over. We also needed to review our user list, users that go on the network and users that login and use Microsoft Office and Brandy is helping to clean that up. We've got some folks that used to be involved here that need to come off that list and free up those ID's. Just to make sure what 's really accurate here so we can get rid of any extraneous, you know, the IDs of folks that left are disabled but we need to just get them off of the system. We archived the emails if we need to access them in the future so there is no issue there. I mentioned any other components, any other monies that need to be spent, I told them how it is important to get those things to us by around Labor Day so that when we do our budget planning in the fall, we are completely aware of anything that needs to be done in 2022. So, they understood that. I think that's it. We've got, the next Broadband Committee meeting is Wednesday July 14th at 6:30 p.m. here, downstairs at Town Hall. That's it.

Supervisor Tidball: Ok. Other stuff. I passed out that proposal from CT Male about a possible small expansion on the back of the building to go along with the moving of offices. Did you guys have a chance to look that over yet? How do you guys want to proceed? Do you want to wait one more time or did you get a chance to read it?

Council Member Senecal: I'll wait.

Council Member Ganther: I briefly looked it over.

Council Member Wenzel: Yeah, I'd like to wait one more.

Supervisor Tidball: I know you have had some discussions about doing other things, maybe we should wait. Maybe we should bring him back in one more time to look at some other options.

Council Member Ganther: It wouldn't hurt.

Supervisor Tidball: I think that is what we will do, we'll bring him in one more time to have a quick conversation with him to say we wanted to do this and then maybe we can add the small addition and maybe he can give us the price of doing that along with some of the other additions that have been proposed. We'll have to relook at it again.

Council Member Ganther: Yeah, and now that you bring that up, during our meeting with Omnis, we talked about kind of the horrendous situation we have with our network room over there and if we are going to do something perhaps, we keep that in mind that if we could have a more appropriate space for all our IT equipment that was vented properly. And was all

climate controlled, rather than being locked in a dark closet somewhere. We don't need a lot of room; we just need enough room for our rack and some shelves. So, yeah, I think it makes sense.

Supervisor Tidball: So, what I'll do, I'll either talk to Nick tomorrow or send him an email to give us a few dates, mostly when you two can be available, to sit down with him again just to go over the proposal for that and the possibility of maybe doing something else. I know we gave him, a couple of years ago, we had the blueprints to do a big addition. We had them figure out the numbers, so we still have those on file so that might be something to review again. To say we can go with the small one for X amount or the big one for this amount, at least we will have more current numbers. So, when it comes time to, for the board to make that decision we know, or if someone says why didn't we go with the big one, well cause it's ten million dollars. So that might be a good idea to set that up one more time. So, I'll set that up and have the email go around. On the top of my head, I had nothing else for discussions. You guys got anything else you want to talk about.

Business Meeting:

Council Member Ganther: Make a motion to approve Change Order No. 1 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.

Council Member Wenzel: Second.

Supervisor Tidball: Any discussion? Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

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: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 104-21: Council Member Ganther motioned, seconded by Council Member Wenzel to approve Change Order No. 1 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.
Motion carried, 4 ayes.

Supervisor Tidball: Make a motion to approve Professional Services Invoice No. 15 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of \$28,613.98.

Council Member Senecal: Second.

Supervisor Tidball: Any discussion? Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: 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: Council Member Wenzel

Council Member Wenzel: Aye

Resolution 105-21: Supervisor Tidball motioned, seconded by Council Member Senecal to approve Professional Services Invoice No. 15, and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of \$28,613.98.
Motion carried, 4 ayes.

Council Member Wenzel: Motion to approve Contractor Invoice No. 2 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of \$194,132.50.

Council Member Wenzel: Second.

Supervisor Tidball: Any discussion? Brandy call the roll please.

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: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 106-21: Council Member Wenzel motioned, seconded by Council Member Ganther to approve Contractor Invoice No. 2, and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of \$194,132.50. Motion carried, 4 ayes.

Council Member Senecal: Make a motion to approve and authorize the Town Supervisor to sign the revised Visual Screening Agreement.

Town Attorney Teresa Bakner: Ok, can I explain this a little bit before we move forward? So, before I sent the visual, so Dale came to me and said Teresa the resolution requires a visual screening agreement, can you draft that? And I said yes, I can draft that and so he gave me the language for the resolution which we already had, and we prepared the draft agreement and before I provided it to the owners of Oak Hill 1 & 2, I brought it here to you all to approve it. Once you approved it, I sent it to Oak Hill and they reviewed it and we had some back and forth, not very much on the agreement. Just making sure that we had what we needed, and they had some comments about the length of the bond for the maintenance of the visual screen. So, the document that you have in front of you that I sent you a

couple of weeks ago, covers all the changes in the agreement. So, attached as Exhibit's to the agreement is the meets and bounds description of each of the subdivided parcels, they were subdivided and approved by the town Planning Board. Ok, so we have two separate lease parcels, there's lot 1 and lot 2, ok. This is consistent with the decommissioning agreement which also has both of those lots. So, we have a separate visual screening agreement, and we have a decommissioning agreement which you all approved quite some time ago. It's been executed and it's in the town files. Attached as Exhibit B is a copy of the resolution of the Planning Board approving the project. Now Lynne has asked that we add also the minutes of the meeting on October 7th, 2019, which corrects an error in the September resolution, I have no problem, we can definitely attach that, that doesn't matter. We will do that. The other thing, the other question that she had in her comments had to do with the planting plan sheet and whether we wanted to file it in the county clerk's office. I don't advise doing that, it's here in Dale's office where we have all of our records. You know we do not typically file this much in terms of approval in the county clerk's office. So, this will lead you straight to the resolution and the files in the town offices. She has comments about the planting plan and the approval that was issued by the Planning Board. I would say that, that approval was upheld after litigation and that there is no reason to change anything that was approved previously by the Planning Board. That is my legal advice to you. You can do what you want but that is my advice. So, it is true that this is designed to run with the land and to run with the project which is to say that both the company and the landowner will need to sign this agreement for it to be effective. The reason why is because we don't want the landowner who is the person who granted the lease to complain about something we are doing, we want them to be a party to the agreement. So, the only purpose of this agreement is to do everything we can, even beyond what we are allowed to do quite frankly in the existing solar law, the new solar law will be better, to make sure that the landscaping is maintained and replaced so that it is in good shape. That is the purpose of it. So, we try very hard to make sure that you have everything in your hands and that you have it in your hands to look at before the meeting but if anyone has any questions, if anybody on the board has any questions about it, let me know. But I will attach to Exhibit B, the minutes of the October meeting as well.

Supervisor Tidball: I'll second it. Any other further discussion? Brandy call the roll please.

Supervisor Tidball: Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Senecal

Council Member Senecal: Aye

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 Wenzel

Council Member Wenzel: Aye

Resolution 107-21: Council Member Senecal motioned, seconded by Supervisor Tidball to approve, and authorize the Town Supervisor to sign the revised Visual Screening Agreement. Motion carried, 4 ayes.

Council Member Ganther: Ok, make the motion to accept the resignation of Tom Rulison as a Planning Board member.

Council Member Senecal: Second.

Supervisor Tidball: Discussion on that. Tom came to me about 4 or 5 years ago and asked to be on the board. Tom has been, not a lifetime resident of this town but a very Longtime resident. Tom brought a lot of good things to the Planning Board, he's been a business owner, done a lot of things in the town, very active, just looking for some more free time for himself and he was waiting until we brought on a few more board members as you'll see further in. So, we greatly appreciate Tom's time on the board.

Supervisor Tidball: Any other discussion? Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

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: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 108-21: Council Member Ganther motioned, seconded by Council Member Wenzel to accept the resignation of Tom Rulison as a Planning Board member.
Motion carried, 4 ayes.

Supervisor Tidball: Make the motion to appoint Mike Harris as Vice Chairman of the Planning Board.

Council Member Wenzel: Second.

Supervisor Tidball: Discussion is Mike Harris has been on the Planning Board probably 4 or 5 years now, he was a great addition. We always ask who wants to step up and he gladly stepped up and does a great job for us. Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: 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: Council Member Senecal

Council Member Senecal: Aye

Resolution 109-21: Supervisor Tidball motioned, seconded by Council Member Wenzel to appoint Mike Harris as Vice Chairman of the Planning Board.
Motion carried, 4 ayes.

Council Member Wenzel: Motion to approve Michael Santulli as a Planning Board member.

Council Member Ganther: Second.

Supervisor Tidball: Discussion on this. Michael has been on the Planning Board for a little while as an alternate, he came on probably 6 months to a year ago. Great volunteer and look forward to working with him in the future. Brandy call the roll please.

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: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 110-21: Council Member Wenzel motioned, seconded by Council Member Ganther to appoint Michael Santulli as a Planning Board member.
Motion carried, 4 ayes.

Council Member Senecal: Motion to appoint Matthew Hoffman as Planning Board member.

Council Member Ganther: Second.

Supervisor Tidball: Matt and the next gentleman both came on in the last Planning Board meeting or so. Two great additions. They both have great backgrounds so it's going to be great working with them. Terresa was very happy to hear...

Town Attorney Terresa Bakner: Matt Hoffman is a gift. He is the storm water coordinator for the Town of Bethlehem. That's his day job. Huge benefit.

Supervisor Tidball: Yes, huge benefit. Brandy call the roll please.

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: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 111-21: Council Member Senecal motioned, seconded by Council Member Ganther to appoint Matthew Hoffman as a Planning Board member.
Motion carried, 4 ayes.

Council Member Ganther: Motion to appoint Michael Walpole as Planning Board member.

Council Member Senecal: Second.

Supervisor Tidball: Same thing with Michael, he has a great professional background in engineering, so he is a great person also to bring on to look at projects we got going on. Brandy 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 112-21: Council Member Ganther motioned, seconded by Council Member Senecal to appoint Michael Walpole as a Planning Board member.
Motion carried, 4 ayes.

Supervisor Tidball: Any other things that we missed?

Town Attorney Terresa Bakner: I checked with Melissa. So, we don't have any alternates for the Planning Board now and we also are very close to having some quorum issues with the ZBA.

Supervisor Tidball: Yeah, we always have an ad out for ZBA members. Could you, I know we had an open discussion about making bot boards to five but then we had this group for the Planning Board. Could you have one board five and one board seven and make it official?

Town Attorney Terresa Bakner: Yes, you can.

Supervisor Tidball: Because it seems like the Zoning Board is harder to fill. It's not as exciting as the Planning Board is or the Zoning Board members become Town Board members. But that is something we might want to talk about at the next board meeting, switching that to five so that way we don't have a quorum issue.

Town Attorney Terresa Bakner: The other thing we have to fix is we have a discrepancy between the dog law and the zoning ordinance and I'm not going to even try to describe it tonight because it has to do with the number of dogs, when you are required to have a kennel special use permit. For one, it's one number and for the other, it's a different number. So, if you would like, it's very easy to fix, we can just fix the dog law I would think. That's easier.

Supervisor Tidball: Okay so now will go on to privilege of the floor. Anybody that is left on Zoom that wants to speak? Any comments, questions, or anything else? It is a long meeting.

Lynne Bruning: I'd like to say thank you for adding the October 2019 minutes to the Oak Hill Solar Agreement. I still remain extremely concerned about the planting plan. The approved site plan of which I have been provided through Freedom Of Information, indicates that a different tree species, a different number and we discussed that a new sheet 11, the planting plant, needed to be submitted. I have not been provided such a document and I've requested such a

document, I haven't seen it attached, I haven't seen it discussed at any board meeting and I remain extremely concerned about that omission by the Town Board.

Town Attorney Terresa Bakner: Lynne, hang on just a second. Planting plans are approved by the Planning Board so if you have a concern about that I would write to the Planning Board and ask that you be given the most recent planting plan that was approved by the Planning Board. Ok?

Lynne Bruning: Thank you. I have submitted a Freedom of Information, April 27th, I received no response, I submitted an additional with updated dates Freedom of Information request on May 18th, that was not responded to. I have filed an appeal on the town's denial to fulfill my request for documents. I am frustrated and I find the town has a long history of Freedom of Information errors and open meeting law violations.

Town Attorney Terresa Bakner: Well Lynne, Lynne, Lynne.

Lynne Bruning: 2019 my mother received a notice of Public Hearing for Oak Hill, and the hearing was in seven days.

Town Attorney Terresa Bakner: Lynne! Lynne! Lynne! If you would like a response, we can give you a response.

Supervisor Tidball: But the FOIL requests, how come they never been answered?

Town Attorney Terresa Bakner: The FOIL requests have been answered, she appealed the FOIL request, we have reviewed the FOIL request, we found two documents that she was entitled to that she didn't get and we're giving her those. She will receive those on Friday. Can she hear us or not? Lynne, can you hear us?

Lynne Bruning: Yes, I can hear that.

Town Attorney Terresa Bakner: Ok so when you submitted the appeal of the denial, we looked through all the records to see if anything came in during that period that you were not given. We found two emails, so you will be getting copies of that along with a letter on Friday. So, that, is there a different FOIL request now from the one you appealed? Have you submitted another one? I'm just trying to understand.

Lynne Bruning: I have not submitted any other, any Freedom of Information requests after May 18th.

Town Attorney Terresa Bakner: Ok, so you will get the response to your appeal it's granted in part and denied in part, and you will get it tomorrow. Ok?

Lynne Bruning: Why is it denied? I'll read it tomorrow. I would just like to finish what I had started. It's not as though I file an appeal just willy nilly, there is constant errors in omissions by the town which has drawn my attention to the solar law, which has drawn my attention to what is happening at Oak Hill. To adopt a resolution to go through allowing solar coverage which is 20% larger is a red flag to me. So, I just kept listening and paying attention. The battery energy storage was first brought to the town's attention in April of 2020 and no one even though I have requested, no one has provided me a document indicating where it is.

Council member Senecal: There is none.

Supervisor Tidball: ~~There is none.~~ There is no building. This was discussed a long time ago those are just little transformers on each panel. That's all they are is battery storage.

Town Attorney Terresa Bakner: And it's called out on the plan. It says inverters and batteries, it's right on the plan.

Supervisor Tidball: It's right on the plan. The batteries that keep the voltage at an even kill. ~~There not like the big~~ storage units that I think you think they are. Which I think, this town would be against.

Lynne Bruning: All Eden Renewable's other projects have 53-foot containers of battery energy storage.

Supervisor Tidball: This one does not.

Lynne Bruning: They have the same projects town to town to town. And Eden Renewables, you know, they are not the easiest company to work with. In the town of Gloversville, they're claiming public utility status to force the Zoning Board approval.

Town Attorney Terresa Bakner: That is a different zoning law Lynne. We have a different zoning law; we don't have a public utility status.

Lynne Bruning: I understand. It's just I continue to be frustrated by a town of whom violates the open meeting law.

Supervisor Tidball: We don't.

Town Attorney Terresa Bakner: We do not violate the open meeting law.

Lynne Bruning: I'm done. Thank you very much. I will submit my comments in writing. Thank you and good evening.

Supervisor Tidball: Anyone else on Zoom wish to speak? Anybody else? Once, twice... I'll make the motion for adjournment, actually I'll make the motion to go into executive session for contract negotiations.

Council Member Ganther: Second.

Supervisor Tidball: Any other discussion on that? Brandy call the roll 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: Alright, thank you folks and have a god night.

Out of Executive Session at 8:53

Supervisor Tidball motioned, seconded by Council Member Ganther.

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 June 24, 2021, at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

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

In accordance with current Executive Orders, the regular Town Board of the Town of Duanesburg June 10, 2021 meeting at 7:00 p.m. will be held via videoconferencing/teleconference utilizing the Zoom Application. You will have an opportunity to see and hear the meeting live and provide your comments via the chat session that will be part of the meeting.

If you have a computer, tablet, or smartphone, you join and hear the audio and see the video of the live meeting. You can also access the meeting via phone as described below and listen to the meeting as a teleconference. The meeting will be recorded and later transcribed in accordance with Executive Order 202.1.

Join Zoom Meeting

<https://us02web.zoom.us/j/86972806349>

Meeting ID: 869 7280 6349

Passcode: 944206

Dial in by Phone: 1-646-558-8656

Meeting ID: 869 7280 6349

Passcode: 944206

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, June 10, 2021 at 7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law 1 of 2021 entitled "Solar Energy Facilities Law." The proposed local law would repeal and replace Local Law No. 1 of 2016 and would increase and improve the requirements to construct and operate Major Solar Energy Systems in the Town related to visual impact evaluation and screening and buffers, including setting forth additional decommissioning and financial security requirements, among others.

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

**SOLAR ENERGY FACILITIES LAW
TOWN OF DUANESBURG
LOCAL LAW No. 1 OF 2021**

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

SECTION ONE. TITLE.

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

SECTION TWO. PURPOSE.

The purpose of this local law shall be to adopt a local law regarding the review of solar energy facilities and to amend the Town of Duanesburg Zoning Ordinance by providing for the siting, development and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts to adjoining properties while promoting development of renewable energy resources.

SECTION THREE. AUTHORITY.

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

SECTION FOUR. ADOPTING THE SOLAR ENERGY FACILITIES LAW AND AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE.

The Town of Duanesburg Code and Zoning Ordinance are hereby amended as follows:

1. Definitions.

- a. Solar Energy System**—A solar photovoltaic collection device and equipment that uses solar radiation to generate energy.
- b. Solar Energy Equipment**—Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.
- c. Solar Energy System, Accessory**—a roof or ground mounted solar energy system designed to supply energy for a principal use on a residential or commercial parcel and containing Solar Energy Equipment.
- d. Solar Energy System, Major**—a ground or roof mounted solar energy system that produces power to be sold to off-site customers.

- e. Tree-Clear-Cutting -- any cutting of trees over six inches in diameter at breast height where the average residual basal area of trees over six inches in diameter at breast height remaining after such cutting is less than 30 square feet per acre.
 - f. Glare -- the effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort, or loss in visual performance and visibility in any material respects.
 - g. Solar Panel-- A photovoltaic device capable of collecting and converting solar energy into electricity.
 - h. Solar Storage Battery-- A device that stores solar energy and makes it available in an electrical form.
2. Solar Energy System, Accessory. An accessory solar energy system shall comply with the following requirements:
- a. A ground-mounted accessory solar energy system shall comply with the setback and height requirements for a major accessory structure in the zoning district in which it is located.
 - b. A roof-mounted accessory solar energy system shall be mounted as flush as possible to the roof. To achieve proper solar orientation, panels may exceed the roofline by five feet.
 - c. The requirements set forth below in (3)(a) -- (g), with the exception that for the Solar Energy System, Accessory, ground mounted, a minimum perimeter buffer of 25 feet may be acceptable at the discretion of the Planning Board where sufficient screening exists or is proposed to screen the views of any ground mounted solar panels or equipment from surrounding properties.

3. Solar Energy System, Major. A major solar energy system shall comply with the following requirements:

- a. All electrical and control equipment, including any battery and storage cells, shall be labeled and secured to prevent unauthorized access. Such equipment shall be enclosed with a seven feet high fence as required by the National Electrical Code.
- b. Signs. Warning signage shall be placed on solar equipment to the extent appropriate. Solar equipment shall not be used for displaying any advertising. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except: (a) manufacturer's or installer's identification; (b) appropriate warning signs and placards; (c) signs that may be required by a federal or State agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger.

- c. Buffer/screening. A minimum one hundred feet perimeter buffer, consisting of natural and undisturbed vegetation, shall be provided around all mechanical equipment and solar panel arrays to provide screening to adjacent properties and to minimize glare on adjacent properties and roadways. Where the natural and undisturbed vegetation does not screen the views from the mechanical equipment and solar panel arrays, the Applicant may propose to enhance the perimeter buffer to improve its ability to screen the views.
- d. Glare. Solar panels shall be placed and arranged such that reflected solar radiation or glare shall not be directed onto adjacent buildings, properties or roadways. Exterior surfaces of roof-mounted collectors and related equipment shall have a non-reflective finish and shall be color-coordinated to harmonize with roof materials and other dominant colors of the structure.
- e. Evergreen tree plantings may be required to screen portions of the site from nearby residential property, public roads, and from public sites known to include important views or vistas.
- f. Existing on-site vegetation shall be preserved to the maximum extent practicable. Clear cutting of all trees in a single contiguous area exceeding 20,000 square feet shall be prohibited. This clearing restriction shall not apply to trees cleared for the access road.
- g. Height. Ground-mounted arrays shall not exceed fifteen (15) feet in height when oriented at maximum tilt.
- h. Lot coverage. A major solar energy system shall not exceed 60 percent lot coverage. Lot coverage shall be defined as the area measured from the outer edge(s) of the arrays, inverters, batteries, storage cells and all other mechanical equipment used to create solar energy, exclusive of fencing and roadways.
- i. Site disturbance, including but not limited to, grading, soil removal, excavation, soil compaction, and tree removal in connection with installation of solar energy facilities, including ground-mounted systems, shall be minimized to the extent practicable. Forested sites shall not be deforested to construct solar energy facilities.
- j. Noise. Substations and inverters shall be set back a minimum distance to achieve no discernable difference from existing noise levels at the property line.
- k. Setbacks. Any structures and equipment shall not be placed in the one hundred feet perimeter buffer with the exception of the access road and the electrical transmission lines and poles connecting the facility to the grid, as well as the stormwater structures and fencing associated with the access road and the electrical transmission lines. Additional setbacks may be required by the Planning Board to adequately buffer adjoining properties and scenic roadways.

1. Access and parking. A road and parking will be provided to assure adequate emergency and service access. Maximum use of existing roads, public or private, shall be made. Any proposed new access road will be reviewed for fire safety purposes by the Town Building Inspector and the Chief of the Fire Company that serves the area containing the property.
4. Abandonment. An owner or operator of a major solar energy system that has not generated electricity for a period of six (6) consecutive months must notify the Town Supervisor and the Town Building Inspector in writing that the system is no longer operating. If the system ceases to operate for an additional twelve (12) consecutive months the system shall be deemed to be abandoned and shall be decommissioned within six months by the owner or operator. A decommissioning plan shall be submitted as part of the special use permit application to the Planning Board. The decommissioning plan shall include, but not be limited to, the following requirements: the plan must be signed by the owner and/or operator of the Solar Energy System and shall be submitted by the applicant, addressing the following:
 - a. The cost of removing the entire Solar Energy System shall be estimated based upon prevailing wages and any other requirements applicable to municipalities under State or federal law and no salvage value shall be attributed to any of the components of the Solar Energy System and/or the Solar Energy Equipment.
 - b. A schedule and methods for the removal of the Solar Energy System and/or the Solar Energy Equipment, including any ancillary structures.
 - c. The time required to restore the property to its pre-existing condition and to repair any damage caused to the property by the installation and removal of the Solar Energy System.
 - d. A plan for restoring the property to its preinstalled condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing.
 - e. A proposed Decommissioning Agreement which shall be provided by the Applicant and approved by the Town of Duanesburg Town Board. No building permit shall be issued for a Solar Energy System until the Decommissioning Agreement has been negotiated between the Applicant and the Town Board, has been approved by the Town Board and has been fully executed.

5. Security.

a. The deposit, executions, or filing with the Town Clerk of cash, bond, or other form of security reasonably acceptable to the Town Board and/or the professional engineer advising the Town, shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal and restorations of the site subsequent to removal. The amount of the bond or security shall be 125% of the cost of removal of the Solar Energy System and restoration of the property with an escalator of 2 % annually for the life of the Solar Energy System. The Decommissioning Agreement shall specify the amount of the bond and the form of the bond or equivalent financial security. No building permit shall be issued until the bond or equivalent financial security is in full force and effect and has been provided to the Town Clerk.

b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the cash deposit, bond, or security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The cash deposit, bond, or security shall remain in full force and effect until ninety (90) days after the restoration of the property as set forth in the decommissioning plan is completed.

c. In the event of default or abandonment of the Solar Energy System, the system shall be decommissioned as set forth in Section 10(b) and 10(c) herein.

(1) A schedule and methods for the removal of the solar energy system from the lot; and

(2) A plan for restoring the property to its preinstalled condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties.

~~6. Approvals Required:~~ a. Prior to installing a solar energy system accessory, a building permit shall be obtained from the Uniform Code Enforcement Officer of the Town of Duanesburg pursuant to the requirements set forth in Section 14.3.

~~b. Prior to installing a Solar Energy System Major, the applicant shall obtain site plan approval and a special use permit from the Town of Duanesburg Planning Board.~~

~~A Solar Energy System Major shall only be permitted by special use permit and site plan approval in the R-2, C-1, and C-2 Zoning Districts. The substantive and procedural requirements for site plan review and special use permit review are set forth in Section 14.6 of the Town of Duanesburg Zoning Ordinance.~~

c. Ownership Changes. If the owner or operator of the Solar Energy System changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, bond and agreement. A new owner or operator of the Solar Energy System shall

notify the Building Inspector and the Town Supervisor of such change in ownership or operator within 30 days of the ownership change.

7. The Zoning Ordinance shall be amended to add a new section 13.8 which will provide "Solar Energy Facilities. See Solar Energy Facilities Law".

SECTION FIVE. SEQRA DETERMINATION.

The Town Board hereby determines that the adoption of this local law is a type one action that will not have a significant effect on the environment and therefore, no other determination or procedure under the State Environmental Quality Review Act ("SEQRA") is required.

SECTION SIX. EFFECTIVE DATE.

This local law shall become effective upon its filing in the Office of the Secretary of State.

SECTION SEVEN. SEVERABILITY.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

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

In accordance with current Executive Orders, the regular Town Board of the Town of Duanesburg June 10, 2021 meeting at 7:00 p.m. will be held via videoconferencing/teleconference utilizing the Zoom Application. You will have an opportunity to see and hear the meeting live and provide your comments via the chat session that will be part of the meeting.

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Passcode: 944206

Dial in by Phone: 1-646-558-8656

Meeting ID: 869 7280 6349

Passcode: 944206

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, June 10, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law 2 of 2021 entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues." The proposed local law would amend the zoning law to allow commercial events to occur in existing appropriate structures in all Zoning Districts of the Town, with the exception of the L-2 District, upon issuance of a special use permit by the Town Planning Board. The purpose of the local law is to regulate such events to ensure that they are consistent with public health, safety and welfare and to address any environmental impacts associated with the operation of commercial event venues.

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

TOWN OF DUANESBURG LOCAL LAW NO. 2 OF 2021

**A LOCAL LAW AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE
WITH RESPECT TO COMMERCIAL EVENT VENUES**

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

Section 1. Title of the Local Law.

This local law shall be entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues."

Section 2. Authorization.

This local law is enacted pursuant to the Municipal Home Rule Law and Article 16 of the Town Law of the State of New York.

Section 3. Purpose.

The purpose of this local law is to allow within the Town of Duanesburg in all but the L-1 and L-2 Districts, the conversion and use of existing structures for temporary events such as weddings, anniversaries, graduation parties, and other similar reasons on a commercial basis. The Town Zoning Ordinance currently addresses mass gatherings but does not address smaller commercial events that may be held in existing structures and/or tents, including Bed and Breakfasts, Agricultural Barns or other accessory structures. Use of Fire Halls, Churches and other buildings already rated for public assemblies for such events is not in any way restricted by the adoption of these regulations which pertain to commercial temporary events. Use of homes and properties on a non-commercial basis for such events is also exempted from the requirements of this local law.

Where an existing structure is going to be used for commercial events the goal is to balance the impacts of such events on the surrounding neighbors and to ensure that the events are carefully regulated to address impacts related to noise, property maintenance, traffic, public health, welfare and safety.

Section 4. Zoning Ordinance Amendment

The Zoning Ordinance is amended to reflect and include the following:

§ 1-1 Standards.

- A. The Planning Board may grant a special use permit to allow the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like in all zoning districts in the Town

with the exception of the L-1 and L-2 Districts, provided that the Planning Board finds that all of the following conditions and standards have been met for the conversion of each existing structure for such purposes and that the structure/event venue:

1. Will comply with applicable legal requirements, will be consistent with the purposes of the district in which it is located and has been given due consideration by the Planning Board.
2. Will not result in excessive off-premises noise, dust, odors, solid waste or glare, or create any public or private nuisances.
3. Will not cause significant traffic congestion, impair pedestrian safety, or overload existing roads, considering their current width, surfacing, condition and any proposed improvements made to them by the applicant.
4. Will be suitable for the proposed action considering the property's size, location, topography, vegetation, soils, natural habitat, hydrology, and its ability to be buffered or screened from neighboring properties and public roads.

§ 1-2 Decision.

The Planning Board may approve the application, approve it subject to modifications, or disapprove the application.

A. Decision. Any decision by the Planning Board to grant or deny a special use permit shall include either a negative declaration of environmental significance or a written SEQRA findings statement consistent with the requirements of SEQRA. The decision shall contain a statement of its findings regarding the appropriateness of the use so authorized and the conditions required in the special use permit, or its reasons for denial. In granting any approval, the Planning Board shall impose any conditions that may be necessary to ensure that the proposed use will be compatible with its surroundings.

B. Quantity of Events. The number of events that can be held at a location may be limited at the discretion of the Planning Board depending upon the facts and circumstances of the application.

~~C. The Planning Board shall attach to the special use permit such conditions and restrictions as are deemed necessary. Upon its granting of said special use permit, any such conditions must be met by the Applicant prior to the issuance of any permits by the Building Inspector and throughout the operation of the event venue. The special use permit for events may be reviewed at the discretion of the Planning Board on a yearly basis.~~

§ 2 Event Venue.

§ 2-1 Use Standards.

An event venue must demonstrate compliance with the following standards in addition to the special use standards in § 1-1.

- A. The event venue shall be located on a site with a minimum of five acres.
- B. The site of the event venue shall have at least two means of egress, at least one of which is adequate for emergency vehicles, as determined by the Planning Board in consultation

with emergency responders based on its width, length, surface and ability to support the gross vehicle axle weight of emergency vehicles.

- C. The maximum number of attendees at the event venue shall be 100.
- D. The applicant shall demonstrate that all required parking can be accommodated on-site. This requirement shall not preclude an event venue from utilizing shuttle buses or other methods of guest transportation.
- E. The applicant shall also submit a traffic study showing that the roadways around, entering and leaving the event venue have sufficient capacity and are safe to accommodate the event venue.
- F. All events shall be provided with adequate potable water and sanitary facilities as required by the Planning Board, Building Inspector and/or the NYS Department of Health.
- G. The Planning Board shall require appropriate buffers between the event venue and adjoining properties, given the size of parcel, the natural topography and vegetative cover.
- H. The event will not make, continue, cause, or permit, unreasonably intrusive noise. Standards to be considered in determining whether an unreasonably intrusive noise exists include, but are not limited to, the following:
 - a. The volume of the noise.
 - b. The frequency of the noise.
 - c. The time of day of the noise.
 - d. The proximity to any residential, educational, medical, or religious facility.
 - e. The duration of the noise.
- I. Maximum Sound Levels.
 - a. Events may only take place between the hours of 9:00 AM to 9:00 PM, and at no time may the maximum sound level exceed 70 decibels at any of the property boundaries.
 - b. The measurement of any sound or noise shall be made with a sound-level meter using the A-weighted scale and slow response, except for sounds or noises which occur in single or multiple bursts with a duration of less than one second, for which fast response shall be used. The sound level determination or measurement shall be conducted not nearer to the sound source than the closest property line of the parcel on which such noise is generated, except where otherwise specified by the Planning Board.
- J. Seating for events may occur outdoors, under a fabric structure temporarily constructed on the property, or in an event structure meeting the standards in § 2-3 below.
- K. Locations for proposed temporary fabric structures must be included on the site plan. All buildings and structures, including fabric structures, to be used as part of the event venue shall, where required, obtain a certificate of occupancy for their intended uses, including an event structure meeting the standards in § 2-3 below.
- L. The Planning Board shall determine the permitted hours of operation of an event venue. Events shall commence no earlier than 9:00 AM and shall terminate no later than 9:00 PM Sundays through Saturdays. The Planning Board shall also have the power to modify the commencement and termination times for a particular site based upon the specifics of the application before it as long as the modifications do not impact the health, safety and

welfare of the neighborhood and the surrounding community. For purposes of this section, "termination" shall mean the termination of food, drinks, service and entertainment, with the understanding that attendees and servers will need a reasonable amount of time after termination to exit the premises. A generic event management plan shall be prepared and submitted to the Planning Board for review and approval as part of the special use permit review. The plan shall include provisions for traffic and parking management, hours of operation, noise abatement, sanitary facilities and maximum number of guests. The plan shall also include a list of contacts for emergency situations to be used by the guests and shall be provided at each event along with the legal name and address of an emergency contact person at the site shall also be provided.

§ 2-3. Event Structures.

Event venues may utilize former residential, agricultural or accessory structures as a place of public assembly, such as a barn, house or garage, provided the following criteria are satisfied:

- A. The use of any structure for events shall be permitted only after the issuance of a building permit and a certificate of occupancy for public assembly by the Town's Building Inspector.
- B. The applicant shall provide the Building Inspector with a plan prepared by a registered licensed design professional to improve the structure to be used for events to enable the structure to obtain a certificate of occupancy for an assembly area, where none exists. A copy of the plan shall also be submitted to the Planning Board as part of special use permit and site plan review.
- C. The occupancy of the event structure shall not exceed occupancy load and exiting provisions of the New York State Uniform Code and those occupancy load limits shall be posted at the premises by the Town's Building Inspector.

§ 2-4. Special Use Permit.

~~A. The special use permit and site plan for an event venue must include:~~

- ~~1. The maximum number of attendees permitted during any event, but in no event greater than 100 attendees.~~
- ~~2. The hours of operation of the special event venue and whether amplified sound is permitted either outside or inside or both.~~
- ~~3. Any other conditions on operation, design and layout reasonably necessary to ensure compatibility with surrounding uses and to protect the natural, historic and scenic resources of the Town.~~
4. Items in Subsection A(1) through (3) above shall be determined by the Planning Board based on the size of the parcel, location, topography, parking, proximity of neighbors, emergency access and the ability of existing and proposed buffers to provide sound attenuation and visual screening.
5. This permit is allowed in all districts except L-1 and L-2.

6. Trash and other debris shall be stored in containers with lids. Any blowing trash shall not accumulate on any neighboring properties and all trash generated from the event must be removed no later than noon on the day following the event.
- B. Once a special use permit has been granted to permit an event venue at a particular site, individual events may be held at the site without further review by the Planning Board as long as such events are compliant with § 2-1 and with all the conditions of the special use permit and other approvals issued by the Town.

Section 5. Supersession.

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statutes are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

Section 6. Severability.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 7. Effective Date.

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

Town of Duaneburg Vouchers Per Fund

Fund	Amount
General Fund	\$ 297,991.74
Highway Fund	\$ 17,540.54
Sewer District # 1	\$ 3,226.96
Sewer District # 2	\$ 4,162.26
Sewer District # 3	\$ 521.79
Total	\$ 323,443.29

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

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

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 for approval the attached Change Ordre No. 1 by letter dated June 17, 2021 to increase the Contract Costs ~~by~~ from \$999,000.00 to \$1,055,000.00, an increase of \$56,000; and

WHEREAS, Delaware has advised that the amount is within the contingency for the Project and will not increase the overall project cost.

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Change Order No. 1 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

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



ORIGINAL

June 17, 2021

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

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Subj: Change Order #1
Contract No. TD1-G-20 - General

Dear Supervisor Tidball:

We have reviewed the attached Change Order #1 for MCJ Construction LLC, the contractor for the subject project. The change order includes costs associated with removal of rock required to install the various site utilities required for the project. A quantity of approximately seventy cubic yards of rock was measured by our onsite inspector as having to be removed. Rock removal was a bid alternate work item, and a value of \$800 per cubic yard provided at the time of bid. The net cost for rock removal will be \$56,000. This is the final anticipate rock required to be removed for the project. The Change Order increases the contract cost by \$56,000.00. The revised contract total would therefore be \$1,055,000.00. There are sufficient funds in the project contingency budget to cover this cost.

We agree with the cost presented and would recommend the Town approve the change order and authorize signature by the Town Supervisor and submission to NYSEFC for confirmation and release of funds upon requests.

Attached for your files are the following items:

- Partially Executed Change Order #1 along with supporting documentation

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duaneburg (T)\SD\Long Term Improvements\Construction\pay apps\General\CO\#1\TD1-G-20 CO1 cl 6-17-21.doc

Enclosures

CC: Town Clerk (w/enclosures)
TD1-G-20 - File (w/enclosures)

Other New York Offices:

Albany · Goshen · Liberty · Monticello · Red Hook · Walton
www.delawareengineering.com

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

B 21-96



ORIGINAL

PROJECT: **DELANSON WWTP**
(name, address) **LONG TERM IMPROVEMENTS**
TOWN OF DUANESBURG

TO CONTRACTOR:
(name, address) **MCJ CONSTRUCTION LLC**
777 BUNKER HILL ROAD
MAYFIELD, NY 12117

CHANGE ORDER NUMBER: **1**

DATE: **9-Jun-21**

ARCHITECT'S PROJECT NO: **TD1-G-21**

CONTRACT DATE: **5-Feb-21**

CONTRACT FOR: **General Construction**

The Contract is changed as follows:

Change Order No. 1 includes additional charge for rock removal required to install site utilities

CO1-G-1:

*Additional charge for rock removal required for installation of site utilities
70 yards of rock excavated from the site to accommodate various utilities
Contractor provided a bid alternate rate of \$800/cubic yard at the time of bid
Payment to be based on bid alternate unit rate
Payment to be 70 yards x \$800 yards = \$56,000*

(See attached sheet for description of changes)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	999,000.00
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	999,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	56,000.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	1,055,000.00

The Contract Time will be (increased) (decreased) (unchanged) by _____ () days
The date of Substantial Completion as of the date of this Change Order therefore is **15-Nov-21**

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Delaware Engineering, D.P.C.

ARCHITECT

55 South Main Street

Address

Oneonta, NY 13820

BY [Signature]

DATE **6/10/2021**

MCJ Construction LLC

CONTRACTOR

777 Bunker Hill Road

Address

Mayfield, NY 12117

BY [Signature]

DATE **June 10, 2021**

Town of Duanesburg

OWNER

5853 Western Turnpike

Address

Duanesburg, NY 12056

BY _____

DATE _____

Dale Warner

2 ORIGINAL

From: William Brown <wbrown@delawareengineering.com>
Sent: Thursday, June 17, 2021 9:55 AM
To: Roger Tidball
Cc: Accounts Payable; Carmella Cervera; Jennifer Howe; Brandy Fall; Dale Warner; Teresa Bakner (TBakner@woh.com); Ruane, T.J.
Subject: Delanson wwtp construction invoices
Attachments: Town of Duanesburg - Delanson WWTP LTI Invoice #14.pdf; Town of Duanesburg - Delanson WWTP LTI Invoice #15.pdf; TD1-G-20 Pay App 2 CL.PDF; TD1-G-20 CO1 cl 6-17-21.pdf

Morning Roger,

Attached are couple invoices for the Delanson project for Board consideration.

Invoice #2 from MCJ Construction (includes cost for Change Order #1)
Change Order #1 from MCJ Construction

Invoice 14 & 15 from Delaware Engineering.

Once the Board approves we'd submit the draws to EFC to provide funds to the Town to have cash on hand to make payments.

Any questions/concerns let us know. I'll plan to review with the Board at the meeting next week.

Thanks,

Bill Brown, P.E.

DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820
(607) 432-8073 (phone)
(607) 432-0432 (fax)

Town of Duaneburg Sewer

B21-96

change order #1



ORIGINAL

Sewer District 1

SANITARY SEWERS

		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS

Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS

Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			

Maintenance & Repairs	81304.77.483			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination				
<i>MCT charge order #1</i>	<i>TDI-6-20 \$52,000.00</i>			<i>charge order #1 Rock 6/17/21</i>
UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				
Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report & Assist with initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: *De Wane*
Date: *6/21/21*



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

June 11, 2021

RECEIVED

JUN 14 2021

TOWN OF DUANESBURG
TOWN CLERK

1440.203

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

Re: Delanson WWTP (SD#1 & SD#3)
Long Term Improvements Project - Professional Services Invoice #15

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$28,613.98 for services related to the above referenced project.

Services provided during May 2021 include:

- Continued communications with Town and regulatory agencies
- Continue submittal review
- Travel to site to review project status with Town and contractors
- NYSEFC compliance documentation
- Onsite construction inspection

Services anticipated to be provided during June 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment and change order requests
- Travel to site to review project status with Town and contractors
- NYSEFC compliance documentation
- Onsite construction inspection

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

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E. for
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)
06-2021 Duaneburg (T) Delanson WWTP Long Term Improvements CL 15

Other New York Offices:

Albany Goshen Liberty Monticello Red Hook Walton
www.delawareengineering.com



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 19-1712-15
Date 06/08/2021

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

For Services Rendered Through May 30, 2021

3 Construction Management/Admin

	Units	Rate	Billed Amount
Eric Michelitsch	14.50	110.00	1,595.00
Michael Primmer	7.00	165.00	1,155.00
Ryan McKee	2.50	35.00	87.50
William J. Brown	20.00	155.00	3,100.00
Yamir Betancourt	18.00	155.00	2,790.00
subtotal	62.00		8,727.50

REIMBURSABLES

	Units	Rate	Billed Amount
Mileage - Oneonta 2021	240.00	0.56	134.40
Phase subtotal			8,861.90

4 Construction Inspection

	Units	Rate	Billed Amount
Alex Olivares	9.00	80.00	720.00
Tucker Lewis	142.00	125.00	17,750.00
subtotal	151.00		18,470.00

REIMBURSABLES

	Units	Rate	Billed Amount
Alex Olivares			
Mileage - Albany 2021	18.00	0.56	10.08
Tucker Lewis			
Mileage - Albany 2021	1,200.00	0.56	672.00
Reimbursables subtotal			682.08
Phase subtotal			19,152.08

6A NYSEFC Contract Coordination (SUB-Deroo Consulting) CONSULTANT

	Units	Rate	Billed Amount
Deroo Consulting			600.00

Invoice total 28,613.98



Delaware Engineering, D.P.C.

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

Town of Duquesburg

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

Invoice number

19-1712-15

Date

06/08/2021

Approved by:

William J. Brown

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

DELAWARE ENGINEERING, D.P.C.

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

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

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 15

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 54,532.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
SUBTOTAL - TASK 1	\$ -	\$ 98,999.69	\$ 98,999.69	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 2	\$ -	\$ 7,496.25	\$ 7,496.25	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ 8,727.50	\$ 10,150.00	\$ 18,877.50	
Reimbursable Expenses	\$ 134.40	\$ 67.20	\$ 201.60	
SUBTOTAL - TASK 3	\$ 8,861.90	\$ 10,217.20	\$ 19,079.10	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ 18,470.00	\$ 1,050.00	\$ 19,520.00	
Reimbursable Expenses	\$ 682.08	\$ -	\$ 682.08	
SUBTOTAL - TASK 4	\$ 19,152.08	\$ 1,050.00	\$ 20,202.08	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

DELAWARE ENGINEERING, D.P.C.

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

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
6. Task 6 - NYSEFC Contract Coordination				
Labor	\$ -	\$ 4,998.75	\$ 4,998.75	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ 600.00	\$ 2,576.43	\$ 3,176.43	\$ 10,000.00
SUBTOTAL - TASK 6	\$ 600.00	\$ 7,575.18	\$ 8,175.18	\$ 15,000.00
7. Task 7 - Preliminary Engineering				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 7	\$ -	\$ 70,894.70	\$ 70,894.70	\$ 70,894.70
TOTAL	\$ 28,613.98	\$ 196,233.02	\$ 224,847.00	\$ 320,894.70
AMOUNT DUE FOR CURRENT SERVICES	\$ 28,613.98			
AMOUNT PAST DUE	\$ 8,660.00	Invoice #14, 5/7/2021		
TOTAL NOW DUE	\$ 37,273.98			
BUDGET BALANCE	\$ 96,047.70			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Deroo Consulting

Fiscal Assistance
13 McKinley Drive
Delmar, New York 12054
(616) 886-5678
derooconsulting@gmail.com

RECEIVED MAY 27 2021

INVOICE

INVOICE NO: 51
DATE: May 27, 2021

Delaware Engineering, DPC

55 South Main Street
Oneonta, NY 13820
607-432-8073
607-432-0432 FAX

#19-1712 #6A

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		\$600.00
Total Hours: 8 hours in May 2021	\$75 per hour	\$ 600.00
<ul style="list-style-type: none">MWBE Monthly reports: compilation and submissionReviewing documentsWorking with sub contractors on Ups & specialty equipment waiver		
		\$ 0.00
Mileage (round trip):	\$0.56 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00

Make all checks payable to: Leslie Deroo

If you have questions concerning this invoice, call: Leslie Deroo, (616) 886-5678

THANK YOU FOR YOUR BUSINESS

Dale Warner

From: William Brown <wbrown@delawareengineering.com>
Sent: Thursday, June 17, 2021 2:01 PM
To: Dale Warner
Cc: Carmella Cervera
Subject: RE: Invoice/Requisition #15

Hey Dale,

The bulk of the Task 3 time is associated with review of material submittals from the contractors, most of the equipment has been ordered for the project. Task 4 is onsite inspection, we have an inspector onsite while the contractor has been working, which has been nearly full time over last month or so.

Hope that helps.

Thanks,

Bill Brown, P.E.

DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820
(607) 432-8073 (phone)
(607) 432-0432 (fax)

From: Dale Warner [mailto:Dale@duanesburg.net]
Sent: Thursday, June 17, 2021 1:46 PM
To: William Brown <wbrown@delawareengineering.com>
Cc: Carmella Cervera <CCervera@duanesburg.net>
Subject: Invoice/Requisition #15

Hi Bill, can you provide a little more information for Task #3 8,861.90 and for Task #4 19,152.08. Thanks Dale

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

B21-94

Town of Duaneburg Sewer

Sewer District 1

SANITARY SEWERS

		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS

Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS

Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bld/Award				
Task 3 - Construction Management/Admin	#15	8,866.90	DeLaune Eng. #15	6/14/21
Task 4 - Construction Inspection	#15	19,152.09	DeLaune Eng. #15	6/14/21
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination	#15	600.00	DeLaune Eng. #15	6/14/21

UV System	20-2078			
Task 1 - Design				
Task 2 - Bld/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				

Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report &				
Assist with Initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: De Laune

Date: 6/17/21



821-95

ORIGINAL

Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

June 17, 2021

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

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Sub: Contract TD1-G-20
Payment Request #2

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 2 for MCJ Construction, the contractor for the subject project, for the period ending May 31, 2021 in the amount of \$194,132.50. The balance to finish including retainage equals \$797,767.50

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested by the contractor.

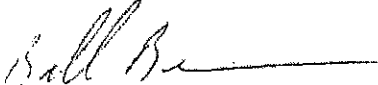
Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Certified Payroll
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.


Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#2\TD1-G-20 Pay App 2 CL.doc

CC: Town Clerk (w/enclosures)
TD1-G-20- File (w/enclosures)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Town of Danversburg

PROJECT: Delanson WWTP Long Term Improvements

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

APPLICATION NO: 2

Distribution to:

☐ OWNER

05/31/21

☐ ARCHITECT

☐ CONTRACTOR

PERIOD TO:

PROJECT NO:

CONTRACT DATE: 12/28/21

FROM CONTRACTOR: MCJ Construction LLC, 771 Bunker Hill Road, Mayfield, NY 12117
ARCHITECT: Delaware Engineering 55 South Main Street Oneonta, NY 13820

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 999,000.00
2. Net change by Change Orders \$ 56,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,055,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 222,350.00

5. RETAINAGE:

- a. 5 % of Completed Work \$ 11,117.50 (Column D + E on G703)
- b. 5 % of Stored Material \$ 0.00 (Column F on G703)

Total Retainage (Lines 5a - 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 1,117.50

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 17,100.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 843,767.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$56,000.00	
TOTALS	56,000.00	0.00
NET CHANGES by Change Order	56,000.00	

CONTRACTOR:

By: AMY MURRAY Date: 6/17/2021

State of New York County of Fulton

Subscribed and sworn to before me this 14th day of June 2021

Notary Public AMY MURRAY

My Commission Expires: 10/22/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 194,132.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: AMY MURRAY Date: 6/17/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5092

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1995 EDITION - AIA G702

ORIGINAL

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

Page of

APPLICATION NO.

PERIOD TO:

ARCHITECT'S PROJECT NO.

2

06/08/21

05/31/21

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE %
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Mobilization/Demobilization	\$45,000.00	\$18,000.00	\$0.00	\$0.00		\$18,000.00	\$27,000.00	\$900.00
2	New EQ Tank and Building	\$300,000.00	\$0.00	\$75,000.00	\$0.00		\$75,000.00	\$225,000.00	\$3,750.00
3	New Mechanical Fine Screen	\$190,000.00	\$0.00	\$9,500.00	\$0.00		\$9,500.00	\$180,500.00	\$475.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$0.00	\$7,500.00	\$0.00		\$7,500.00	\$142,500.00	\$375.00
5	Site Work and Yard Piping	\$65,000.00	\$0.00	\$45,000.00	\$0.00		\$45,000.00	\$20,000.00	\$2,250.00
6	SBR Tank Grating and Railing	\$30,000.00	\$0.00	\$1,500.00	\$0.00		\$1,500.00	\$28,500.00	\$75.00
7	NPW System in Filtration Building	\$67,000.00	\$0.00	\$3,350.00	\$0.00		\$3,350.00	\$63,650.00	\$167.50
8	New UV System	\$130,000.00	\$0.00	\$6,500.00	\$0.00		\$6,500.00	\$123,500.00	\$325.00
9	Modify Chemical Feed Skid	\$2,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,000.00	\$0.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$20,000.00	\$0.00
11	Change Order #1: Rock Excavation	\$56,000.00	\$0.00	\$56,000.00	\$0.00		\$56,000.00	\$0.00	\$2,800.00
12		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
13			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
14			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
16			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
19			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
23			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
24			\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$1,055,000.00	\$18,000.00	\$204,350.00	\$0.00	\$0.00	\$222,350.00	\$832,650.00	\$11,175.00

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292

ORIGINAL

G703-1992

821-95

B21-95



ORIGINAL

Town of Duaneburg Sewer

Sewer District 1

SANITARY SEWERS

		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS

Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS

Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination				
MCT	TDI-G-20	184,132.50	Payment #2	6/17/21
UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				
Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report &				
Assist with Initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: D. [Signature]

Date: 6/21/21

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

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

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, dated June 8, 2021, for Town Board review in the amount of **\$28,613.98** for professional services provided during May and June 2021 ("Professional Services Invoice No. 15"); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 15 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of **\$28,613.98**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

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

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

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

WHEREAS, the Town Board retained MCJ Construction for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, the Town has approved a Change Order (Change Order No. 1) to increase the Contract Cost from \$999,999.00 to \$1,055,000.00, an increase of \$56,000.00.

WHEREAS, MCJ Construction has submitted an invoice, dated June 17, 2021, for Town Board review in the amount of **\$194,132.50** for services provided for the period ending May 31, 2021 ("Contractor Invoice No. 2").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 2 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of **\$194,132.50**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

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



ORIGINAL

June 17, 2021

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

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Subj: Change Order #1
Contract No. TD1-G-20 - General

Dear Supervisor Tidball:

We have reviewed the attached Change Order #1 for MCJ Construction LLC, the contractor for the subject project. The change order includes costs associated with removal of rock required to install the various site utilities required for the project. A quantity of approximately seventy cubic yards of rock was measured by our onsite inspector as having to be removed. Rock removal was a bid alternate work item, and a value of \$800 per cubic yard provided at the time of bid. The net cost for rock removal will be \$56,000. This is the final anticipate rock required to be removed for the project. The Change Order increases the contract cost by \$56,000.00. The revised contract total would therefore be \$1,055,000.00. There are sufficient funds in the project contingency budget to cover this cost.

We agree with the cost presented and would recommend the Town approve the change order and authorize signature by the Town Supervisor and submission to NYSEFC for confirmation and release of funds upon requests.

Attached for your files are the following items:

- Partially Executed Change Order #1 along with supporting documentation

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SDI\Long Term Improvements\Construction\pay apps\General\CO#1\TD1-G-20 CO1 cl 6-17-21.doc

Enclosures

CC: Town Clerk (w/enclosures)
TD1-G-20 - File (w/enclosures)

Other New York Offices:

Albany · Goshen · Liberty · Monticello · Red Hook · Walton
www.delawareengineering.com

Dale Warner

23 ORIGINAL

From: William Brown <wbrown@delawareengineering.com>
Sent: Thursday, June 17, 2021 9:55 AM
To: Roger Tidball
Cc: Accounts Payable; Carmella Cervera; Jennifer Howe; Brandy Fall; Dale Warner; Teresa Bakner (TBakner@woh.com); Ruane, T.J.
Subject: Delanson WWTP construction invoices
Attachments: Town of Duanesburg - Delanson WWTP LTI Invoice #14.pdf; Town of Duanesburg - Delanson WWTP LTI Invoice #15.pdf; TD1-G-20 Pay App 2 CL.PDF; TD1-G-20 CO1 cl 6-17-21.pdf

Morning Roger,

Attached are couple invoices for the Delanson project for Board consideration.

Invoice #2 from MCJ Construction (includes cost for Change Order #1)
Change Order #1 from MCJ Construction

Invoice 14 & 15 from Delaware Engineering.

Once the Board approves we'd submit the draws to EFC to provide funds to the Town to have cash on hand to make payments.

Any questions/concerns let us know. I'll plan to review with the Board at the meeting next week.

Thanks,

Bill Brown, P.E.

DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820
(607) 432-8073 (phone)
(607) 432-0432 (fax)

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination				
<i>MCT charge order #1</i>	<i>TDI-6-20</i>	<i>\$2,000.00</i>		<i>charge order #1, Rock 6/17/21</i>
UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				
Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report & Assist with initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: John Wain

Date: 6/21/21



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 12058

Invoice number 19-1712-15
Date 06/08/2021

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

For Services Rendered Through May 30, 2021

3 Construction Management/Admin

	Units	Rate	Billed Amount
Eric Michelitsch	14.50	110.00	1,595.00
Michael Primmer	7.00	165.00	1,155.00
Ryan McKee	2.50	35.00	87.50
William J. Brown	20.00	155.00	3,100.00
Yamir Betancourt	18.00	155.00	2,790.00
subtotal	62.00		8,727.50

REIMBURSABLES

	Units	Rate	Billed Amount
Mileage - Oneonta 2021	240.00	0.56	134.40
Phase subtotal			8,861.90

4 Construction Inspection

	Units	Rate	Billed Amount
Alex Olivares	9.00	80.00	720.00
Tucker Lewis	142.00	125.00	17,750.00
subtotal	151.00		18,470.00

REIMBURSABLES

	Units	Rate	Billed Amount
Alex Olivares			
Mileage - Albany 2021	18.00	0.56	10.08
Tucker Lewis			
Mileage - Albany 2021	1,200.00	0.56	672.00
Reimbursables subtotal			682.08
Phase subtotal			19,152.08

6A NYSEFC Contract Coordination (SUB-Deroo Consulting)
CONSULTANT

	Units	Rate	Billed Amount
Deroo Consulting			600.00

Invoice total 28,613.98

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 18820 Phone 607-482-8078/FAX 607-482-0482

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

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 15

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 54,532.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
SUBTOTAL - TASK 1	\$ -	\$ 98,999.69	\$ 98,999.69	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 2	\$ -	\$ 7,496.25	\$ 7,496.25	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ 8,727.50	\$ 10,150.00	\$ 18,877.50	
Reimbursable Expenses	\$ 134.40	\$ 67.20	\$ 201.60	
SUBTOTAL - TASK 3	\$ 8,861.90	\$ 10,217.20	\$ 19,079.10	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ 18,470.00	\$ 1,050.00	\$ 19,520.00	
Reimbursable Expenses	\$ 682.08	\$ -	\$ 682.08	
SUBTOTAL - TASK 4	\$ 19,152.08	\$ 1,050.00	\$ 20,202.08	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

Deroo Consulting

Fiscal Assistance
13 McKinley Drive
Delmar, New York 12054
(616) 886-5678
derooconsulting@gmail.com

RECEIVED MAY 27 2021

INVOICE

INVOICE NO: 51
DATE: May 27, 2021

Delaware Engineering, DPC

55 South Main Street
Oneonta, NY 13820
607-432-8073
607-432-0432 FAX

#19-1712 #6A

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		\$600.00
Total Hours: 8 hours in May 2021	\$75 per hour	\$ 600.00
<ul style="list-style-type: none">MWBE Monthly reports: compilation and submissionReviewing documentsWorking with sub contractors on Ups & specialty equipment waiver		\$ 0.00
Mileage (round trip):	\$0.56 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00

Make all checks payable to: Leslie Deroo

If you have questions concerning this invoice, call: Leslie Deroo, (616) 886-5678

THANK YOU FOR YOUR BUSINESS

Town of Duanesburg Sewer

Sewer District 1

SANITARY SEWERS

		Approve	Disapprove	Explanation
Equipment	81202.66.200			
Maintenance & Repairs	81204.66.463			
SEWER ADMINISTRATION				
Contractual	81104.66.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.66.200			
Maintenance & Repairs	81304.66.463			
Fuel Oil	81304.66.464			
Chemicals	81304.66.466			
Lab Testing	81304.66.467			
Sludge Disposal	81304.66.468			
Contractual	81304.66.400			
Contract-Generator Maintenance	81304.66.400			
SPDES Program Fee	81304.66.400			

Sewer District 2

SANITARY SEWERS

Equipment	81202.88.200			
Maintenance & Repairs	81204.88.463			
SEWER ADMINISTRATION				
Contractual	81104.88.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.88.200			
Maintenance & Repairs	81304.88.463			
Fuel Oil	81304.88.464			
Telephone Alarm Dialer	81304.88.465			
Chemicals	81304.88.466			
Lab Testing	81304.88.467			
Sludge Disposal	81304.88.468			
Consulting Fees	81304.88.469			
Contract-Generator Maintenance	81304.88.400			
SPDES Program Fee	81304.88.400			

Sewer District 3

SANITARY SEWERS

Equipment	81202.77.200			
Contractual	81204.77.400			
Maintenance & Repairs	81204.77.463			
SEWER ADMINISTRATION				
Contractual	81104.77.400			
SEWAGE TREATMENT and DISPOSAL				
Equipment	81302.77.200			



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432



ORIGINAL

June 17, 2021

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

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Sub: Contract TD1-G-20
Payment Request #2

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 2 for MCJ Construction, the contractor for the subject project, for the period ending May 31, 2021 in the amount of \$194,132.50. The balance to finish including retainage equals \$797,767.50

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested by the contractor.

Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Certified Payroll
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#2\TD1-G-20 Pay App 2 CL.doc

CC: Town Clerk (w/enclosures)
TD1-G-20- File (w/enclosures)

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line-items may apply.

ALA DOCUMENT G703

Page of

APPLICATION NO.

PERIOD TO:

ARCHITECT'S PROJECT NO.

2

06/08/21

05/31/21

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Mobilization/Demobilization	\$45,000.00	\$18,000.00	\$0.00		\$18,000.00	40%	\$27,000.00	\$900.00
2	New EQ Tank and Building	\$300,000.00	\$0.00	\$75,000.00		\$75,000.00	25%	\$225,000.00	\$3,750.00
3	New Mechanical Fine Screen	\$190,000.00	\$0.00	\$9,500.00		\$9,500.00	5%	\$180,500.00	\$475.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$0.00	\$7,500.00		\$7,500.00	5%	\$142,500.00	\$375.00
5	Site Work and Yard Piping	\$65,000.00	\$0.00	\$45,000.00		\$45,000.00	69%	\$20,000.00	\$2,250.00
6	SBR Tank Grating and Railing	\$30,000.00	\$0.00	\$1,500.00		\$1,500.00	5%	\$28,500.00	\$75.00
7	NPW System in Filtration Building	\$67,000.00	\$0.00	\$3,350.00		\$3,350.00	5%	\$63,650.00	\$167.50
8	New UV System	\$130,000.00	\$0.00	\$6,500.00		\$6,500.00	5%	\$123,500.00	\$325.00
9	Modify Chemical Feed Skid	\$2,000.00	\$0.00	\$0.00		\$0.00	0%	\$2,000.00	\$0.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$0.00	\$0.00		\$0.00	0%	\$20,000.00	\$0.00
11	Change Order #1: Rock Excavation	\$56,000.00	\$0.00	\$56,000.00		\$56,000.00	100%	\$0.00	\$2,800.00
12		\$0.00	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
13			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
14			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
15			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
16			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
17			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
18			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
19			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
20			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
21			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
22			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
23			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
24			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
GRAND TOTALS		\$1,055,000.00	\$18,000.00	\$204,350.00	\$0.00	\$222,350.00	21.1%	\$832,650.00	\$11,137.50

ORIGINAL

G703-1992

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

Long-term Improvement	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination				
MCT	TDI-G-20	184,132.50	Payment #2	6/17/21
UV System	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				
Duane Lake				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report &				
Assist with Initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: Dale Wain

Date: 6/21/21

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

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

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, dated June 8, 2021, for Town Board review in the amount of **\$28,613.98** for professional services provided during May and June 2021 ("Professional Services Invoice No. 15"); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 15 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of **\$28,613.98**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

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

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

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

WHEREAS, the Town Board retained MCJ Construction for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, the Town has approved a Change Order (Change Order No. 1) to increase the Contract Cost from \$999,999.00 to \$1,055,000.00, an increase of \$56,000.00.

WHEREAS, MCJ Construction has submitted an invoice, dated June 17, 2021, for Town Board review in the amount of \$194,132.50 for services provided for the period ending May 31, 2021 ("Contractor Invoice No. 2").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 2 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of \$194,132.50.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

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

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

WHEREAS, as a condition of the approvals issued for the Solar Projects, the Town requires the operator of the Solar Projects to enter into an agreement with the Town to set forth the terms and conditions governing the maintenance of visual landscape screening for the Solar Projects; and

WHEREAS, on April 22, 2021, the Town Board adopted a resolution approving and authorizing the Town Supervisor to sign the Visual Screen Agreement; and

WHEREAS, subsequent to the aforementioned resolution, the parties to the agreement continued to negotiate the terms, which has resulted in a revised agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Duanesburg Town Board approves, and authorizes the Town Supervisor to sign, the attached, revised, Visual Screening Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 24, 2021.

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

VISUAL SCREENING MAINTENANCE AGREEMENT

THIS VISUAL SCREENING MAINTENANCE AGREEMENT made the ____ day of June, 2021, by and between the Town of Duanesburg, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (the "Town"); and Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC, limited liability companies formed under the laws of the State of Delaware with principal offices at 1550 Wewatta St, 4th Floor, Denver, CO 80202 (collectively referred to as the "Operator") and Richard B. Murray (the "Landowner"). The Town, Operator and Landowner may each be referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Operator intends to permit, construct, operate and maintain two solar energy facilities each with an aggregate size of 5 Megawatts of alternating-current nameplate capacity that will generate electric power (the "Project"), as shown on the site plans entitled "Proposed Site Plan Oak Hill Solar 1 and 2", prepared by Environmental Design Partnership LLP, last revised September 15, 2019, on real property leased to the Operator, and more particularly identified hereto in Schedule A, and commonly known as 13590 and 13686 Duanesburg Road Delanson, NY (Tax Map Parcel # 74.00-2-5.1 and 75.00-2-5.2) in the Town of Duanesburg, Schenectady County, New York ("the Properties"); and

WHEREAS, as a condition of the approval of the Operator's application for a Special Use Permit under the Town's Local Law No. 1-2016, the Town requires that the Operator establish and maintain a visual screen composed of a mix of spruce and fir trees of approximately six (6) to eight (8) feet in height, planted twenty (20) feet on center on a staggered basis along the 1600 foot property boundary identified in the Planning Board Resolution dated September 15, 2019 attached hereto as Schedule B (the "Visual Screening"); and

WHEREAS, as a further condition of the approval of the Operator's application for a Special Use Permit under the Town's Local Law No. 1-2016, the Town requires that the Operator enter into this agreement with the Town to set forth the terms and conditions governing the Operator's maintenance of the Visual Screening.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereto as set forth herein, the Town and the Operator agree as follows:

1. This Agreement binds the Operator, its successors and assigns to the maintenance standards and provisions set forth herein.
2. The Operator shall maintain and replace the Visual Screening, including, without limitation, the replacement of dead or dying plantings made as required by the Town approvals, throughout the existence of the Project and until such time as the Project is decommissioned in accordance with the Decommissioning Agreement by and among the Operator, the Town and the Landowner dated March 11, 2021.

3. In addition to any other easements separately granted by the Operator to the Town, the Operator hereby grants a limited right of entry, ingress and egress to the Town, its agents and employees, over the Properties for the purpose(s) of maintenance, inspections, repairs of the Visual Screening, and/or the performance of the Operator's obligations under this Agreement. Access shall be provided at times which are mutually agreeable to the Town and the Operator which, at a minimum, must be upon at least 15 days' notice to the Operator. No additional documents or filings other than those described herein shall be necessary to formalize the Town's access specified herein.
4. For reasons of safety and security, prior to gaining access to the Project premises for the purposes of this Agreement the Town, its agents, contractors and employees must be escorted by the Operator or their representative or designee.
5. The Operator and Landowner agree that in the event the Visual Screening is not completely installed in accordance with the approval or maintained by the Operator as required by the terms of this Agreement, the Town may, only after proper notice and time to cure any defects discussed below, enter the Properties and cause the Visual Screening to be completed and/or maintained as reasonably necessary upon notice to the Operator as provided for in Paragraph "10(c)," below. Upon receipt of written notice from the Town of a deficiency, the Operator shall within fifteen (15) days from the date written notice of such defect is delivered to it, correct the identified deficiencies within reasonable industry standards or in the event the defect cannot be cured within fifteen (15) days from the date such notice is received, undertake reasonable steps toward curing such defect. In the event the Operator fails to cure or take reasonable steps to cure within the above time period the Town is permitted to enter upon the properties, in the manner described within this Agreement. The Town may also take actions to enforce this Agreement by way of specific performance and the costs associated with such action shall be charged to and payable on demand by the Operator. 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 \$10,000.00 for the benefit of the Town prior to Operator's initial planting of the trees. In the event Operator elects to deposit cash in escrow with the Town as the Security, the Parties shall execute an escrow agreement reasonably acceptable to both Parties. The Security shall remain in effect for a minimum of three (3) years and a maximum of five (5) years. The Town shall have the right to relieve the Operator of the Security obligation set forth herein after three (3) years from the date of the planting of the trees should the trees be sufficiently stabilized. The Parties agree that the Security shall be used solely to pay for any costs incurred by the Town pursuant to the exercise of its rights set forth in this Agreement with respect to the Project.
6. To the fullest extent allowed by applicable law, the Operator hereby agrees to indemnify, defend and hold the Town, its affiliates and respective managers, members, officers, directors, employees and agents, harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to the gross negligence or willful misconduct of the Operator (or any person acting at its direction or on its behalf) in the performance of any inspections, maintenance, repairs and/or construction activities under this Agreement.

7. In exercising this its rights under this Agreement, the Town, its employees, agents and contractors, shall only enter upon and utilize the routes identified and provided for by the Operator.
8. The parties acknowledge that all visual screen maintenance work contemplated by this Agreement will occur outside of the fencing surrounding the solar facility, and thus, there will be no physical work occurring within the solar facility itself.
9. This Agreement shall be recorded in the Office of the County Clerk, County of Schenectady and, together with the deed for the property, if any, shall run with the land, and shall operate as an affirmative covenant of the Operator.
10. MISCELLANEOUS
 - a. No waiver or modification of any condition or limitation herein contained shall be valid unless in writing and duly executed by all Parties.
 - b. No waiver of any term or condition of this Agreement shall be deemed or constituted as a waiver of any other term or condition nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach concerning any provision of this Agreement.
 - c. Any notice, demand or other communication required to be given under this Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail to the address of the other as given above, or by facsimile or electronic means such as electronic mail where delivery confirmation of the said notice can be readily printed without the requirement of administrative or judicial intervention.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

TOWN:

Town of Duanesburg

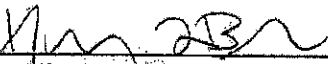
By: _____
Name: Roger Tidball
Title: Town Supervisor

OPERATOR:

Oak Hill Solar 1, LLC
By: AMP Solar Development Inc., its Manager

By: 
Name: Nicole LeBlanc
Title: Authorized Signatory

Oak Hill Solar 2, LLC
By: AMP Solar Development Inc., its Manager

By: 
Name: Nicole LeBlanc
Title: Authorized Signatory

LANDOWNER:

By: _____
Name:

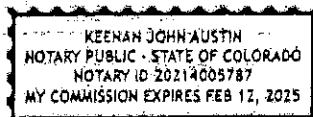
STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Tidball, personally known to me or proved to me on the basis of satisfactory evidence to be the Town Supervisor of the Town of Duaneburg whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

COLORADO
STATE OF ~~NEW YORK~~)
COUNTY OF DENVER) ss.:

On the 17 day of JUNE in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Nicole LeBlanc, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"

DESCRIPTION OF PROPERTIES

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

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

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

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

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

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

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

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

parcel and containing 33.891± acres of land.

TOGETHER WITH AND SUBJECT TO A 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/EGRESS AND REGRESS EASEMENT THROUGH THAT CERTAIN TRACT, PIECE

OR PARCEL OF LAND SITUATE in the Town of Duanesburg, County of Schenectady, State of

New York lying north of the northerly line of Duanesburg Road, NYS Route 7 (State Highway No.

1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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

as shown on said map;

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

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

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

to the west and Lot 1 to the east;

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

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

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;
- 8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

SUGGESTED DESCRIPTION

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

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

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

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

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

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

- 1) South 83 deg. 12 min. 50 sec. West, 883.00 feet to a point;
- 2) North 05 deg. 06 min. 10 sec. West, 890.50 feet to a point;
- 3) North 03 deg. 06 min. 30 sec. West, 590.66 feet to a point;
- 4) North 83 deg. 12 min. 50 sec. East, 995.00 feet to a point in the aforesaid common division line

of Lot 1 to the east and Lot 2 to the west as shown on said map;

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

TOGETHER WITH A 50-FOOT WIDE UTILITY & MAINTENANCE, INGRESS/ EGRESS AND REGRESS, EASEMENT THROUGH THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE in the Town of Duaneburg, County of Schenectady, State of New York lying along the northerly line of Duaneburg Road, NYS Route 7 (State Highway No. 1029) and within a portion of Lot 1, said lot as shown on a map entitled "Survey and Minor Subdivision of Lands of Richard B. Murray", dated July 29, 2019 as prepared by The Environmental Design Partnership, LLP and

filed in the Schenectady County Clerk's Office on October 8, 2019 in Plat Cabinet "P" as Map No. 39 (Doc No. 2019-39) and being further bounded and described as follows:

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

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

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

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

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

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

- 1) North 83 deg. 20 min. 00 sec. East, 327.54 feet to a point;
- 2) South 15 deg. 04 min. 40 sec. East, 306.71 feet to a point;
- 3) South 39 deg. 45 min. 00 sec. West, 70.78 feet to a point;
- 4) South 04 deg. 08 min. 40 sec. East, 99.44 feet to a point;
- 5) South 16 deg. 30 min. 10 sec. East, 551.87 feet to a point;
- 6) South 10 deg. 43 min. 40 sec. East, 265.00 feet to a point;
- 7) South 14 deg. 45 min. 20 sec. West, 190.56 feet to a point;
- 8) South 22 deg. 01 min. 20 sec. East, 881.42 feet to a point in said northerly line of Duanesburg Road;

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

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

Schedule B

Planning Board Resolution

[see attached]

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

Date: September 19, 2019

WHEREAS, on or about May 7, 2018, Eden Renewables ("Eden Renewables" or the "Applicant") applied to the Town of 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 Duaneburg Solar Law, the Duaneburg Zoning Law, and the Town of Duaneburg Subdivision Regulations; and
2. That having received and reviewed the application materials submitted by the Applicant, including but not limited to, site plans, subdivision plans, lot line adjustment plans, decommissioning plans, a Full Environmental Assessment Form, statements of proposed construction impacts and ongoing operation and maintenance, and having completed Parts 2 and 3 of the Full EAF, hereby determines that the Project will not have a significant adverse impact on the environment (as duly noted in the Full EAF) and, therefore, hereby confirms and issues a Negative Declaration as set forth in the EAF Part 3 and its attached reasons supporting the determination read into the record and incorporated herein based on the following findings:
 - a. The Project will not have any significant impacts on federal wetlands or waterbodies as determined by the full wetland delineation conducted on the Project site, that any necessary approvals would be covered by the ACOE nationwide permit program, and that there are no impacts on State wetlands or streams;
 - b. The Project will not create any permanent impacts from odors, noise or traffic nor to groundwater and surface waters, there will only be insignificant and temporary impacts during construction;

- c. The Project avoids and/or minimizes impacts on plants and animals, due to the very limited vegetative clearing that will result from the Project, once construction is complete vegetation will cover the ground under the panels and the property will continue to be used for limited agricultural purposes, such as sheep grazing and bee keeping;
- d. The Project will not create any impacts to historical or cultural resources as shown in the Letter of No Effect from the New York State Office of Parks, Recreation, and Historic Preservation dated June 4, 2019;
- e. The Project will minimize any visual impacts due to the existing topography, the retention of existing vegetation as shown on the final site plans and will not create any impacts from glare as demonstrated by the Applicant;
- f. The Planning Board hereby requires that the Project provide evergreen landscaping plan showing the establishment of a substantial evergreen buffer on the Applicant's property within 10 feet of the property boundary currently containing houses within approximately 600 feet of the project site boundary for a length of approximately 1600 feet at the back of the parcel with 2 staggered rows of trees planted 20 feet on center with the trees having the height at the time of planting of 6 to 7 feet and with the trees being species spruce and fir evergreens. The applicant shall also provide a maintenance and replacement agreement for the evergreen buffer to be planted;
- g. The Project does not impact any Critical Environmental Areas and is not located in a flood zone;
- h. The Project will have a positive economic benefit as it will result in revenue to the Town pursuant to a Payment-In-Lieu-Of-Taxes ("PILOT") Agreement and it will result in jobs during the construction and operation of the facility;
- i. The Project will provide renewable energy in the production of electricity and will contribute to the State's goal of replacing fossil fuel generated electricity with renewable sources of electricity;
- j. The Project will also not change the community character as it has been sited to not be visible to the maximum extent possible to surrounding homes and roadways, and an evergreen landscaped buffer will be created on the property containing the project as set forth above;
- k. The Project is also a use of land that will be discontinued in the future and as such a decommissioning plan is in place to return the property to its current condition; and
- l. The Applicant has indicated that it intends to continue to have the property in agricultural uses, such as sheep grazing and beekeeping, which also makes it consistent with the community which contains agricultural uses.

9. That Planning Board's findings set forth below demonstrate the proposed construction of the Project, a Solar Energy System (Major), at the Property satisfies the requirements of the Town of Duaneburg Solar Law:

- a. The Project is in the R-2 Zoning District and as such is a permitted use subject to Special Use Permit and Site Plan approval by the Planning Board;
- b. The projects are located on parcels in excess of 97.24 and 87.18 acres and when constructed will have a lot coverage of 45.71 and 45.63 acres, respectively, thereby satisfying the lot coverage limitation of 60%;
- c. The Project provides the required 100' setback between its components and the boundary of the Property, provides the required minimum of 25' buffer of vegetation to screen views of the Project and, in fact, that the Project exceeds this standard to address the concerns of adjoining property owners;
- d. A fence meeting or exceeding the applicable requirements of the Zoning Law has been proposed;
- e. The Project preserves existing on site vegetation to the maximum extent practicable and does not propose to clear cut all trees in a single contiguous area exceeding 20,000 square feet on the property;
- f. The Town of Duaneburg Planning Board reviewed the plans showing brush hogging and tree clearing that had been undertaken by the property owner and determined such tree clearing did not exceed the above requirement;

- g. The SEQRA regulations require that a project sponsor may not commence any physical alteration related to an action until the provisions of SEQRA 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 USACE 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

✓
✓

PO Box 160
Quaker Street, NY 12141

Roger Tidball, Supervisor Town of Duanesburg
Jeffery Schmitt, Chair Planning Board
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Transmitted via email: Town Clerk jhowe@duanesburg.net

June 24, 2021

Re: Solar Law Public Hearing Comments

Dear Supervisor Tidball and the Town Board,

Please include this letter in the official record of the meeting minutes as posted on the town website.

There are two different draft solar law documents on the town website. Did the town approve the zoning board's carefully worded suggestions strengthening the draft solar law as discussed at the July 15, 2021 zoning board meeting and reflected in the draft solar law as provided in the May 27, 2021 town board meeting minutes?

HISTORY

At the June 10, 2021 town board public hearing for the solar facilities law, Local Law 1 of 2021 I informed the board that I could not find a copy of the draft solar law on the website and that it was not attached to the public hearing notice. On June 4, 2021 I submitted a 103(e) to the town clerk requesting that all documents pertaining to solar, including Local Law 1 of 2021, be provided to me at or before the June 10, 2021 town board meeting. I was not provided a copy of the draft solar law.

During the June 10, 2021 public hearing I requested a copy of the draft solar law. I was referred to the May 27, 2021 town board meeting minutes. Susan Biggs attended the meeting in person and confirmed she was provided a copy of the May 27, 2021 town board minutes which included the draft solar law.

The draft solar law in the May 27, 2021 town board meeting minutes is composed of Section One through Section Six. It is found on pages 23 - 28 of a 52 page PDF.

Draft Solar Law in the May 27, 2021 minutes is found:

https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/may_27_2021_town_board_meeting_minutes_final_copy.pdf

On June 11, 2021 at 2:12 PM the town posted the Local Law1 of 2021 public hearing notice and the draft solar law, This version of the draft solar law is composed of Sections One through Section Seven.

Draft Solar Law posted on June 11, 2021 is found on the town website:

https://www.duanesburg.net/sites/g/files/vyhlif4351/f/news/local_law_1_of_2021-solar_energy_system_4836-2373-4831_002_0.pdf

The Agenda for the June 24, 2021 town board meeting was posted on the town website June 24, 2021 at 12:05PM. The Agenda contains the draft solar law on pages 16 through 21. It contains Sections One through Section Seven and appears to be essentially the same document posted to the town website on June 11, 2021.

Draft Solar Law posted in the June 24, 2021 town board meeting agenda

https://www.duanesburg.net/sites/g/files/vyhlif4351/f/agendas/june_24_2021.pdf

DISCREPANCIES BETWEEN THE TWO DRAFT SOLAR LAWS

The May 27, 2021 draft solar law is significantly different from the June 11, 2021 and June 24, 2021 draft solar law.

The draft solar law posted to the town website on June 11, 2021 and provided in the June 24, 2021 town board agenda omits language for visual impact evaluation, buffering and screening, evergreen tree planting, security escalator, and a public hearing for the site plan as found in the draft solar law found in the May 27, 2021 town board minutes. The June 11, 2021 and June 24, 2021 draft solar law is significantly more permissive and may benefit the solar developer at the expense of the taxpayers and town.

QUESTIONS

Is the town reviewing the draft solar law that includes language suggested by the zoning board as discussed at the June 15, 2021 zoning board meeting?

Did the town attorney review the draft solar law under review at tonight's meeting?

Was the zoning board chair, Nelson Gage, provided a copy of the draft solar law that the town board is reviewing at tonight's meeting to confirm the zoning board comments were included?

Was the planning board chair, Jeffery Schmitt, provided a copy of the draft solar law that the town board is reviewing at tonight's meeting to confirm the planning board comments were included?

Have the taxpayers been provided the accurate and most up to date draft solar law to review for tonight's public hearing?

If the taxpayers have not been provided the accurate and up to date version of the draft solar law I request that the correct law be posted on the town website home page and the public hearing remain open until the July 8, 2021 town board meeting.

Thank you for your time and consideration.

Lynne Bruning
13388 Duanesburg Road, Delanson, NY 12035
lynnebruning@gmail.com

Cc: Nelson Gage, Chair Zoning Board
Jeffery Schmitt, Chair Planning Board

Sustainability

The Dark Side of Solar Power

by Atalay Atasü, Serasu Duran, and Luk N. Van Wassenhove

June 18, 2021



HollenderX2/Getty Images

Summary. Solar energy is a rapidly growing market, which should be good news for the environment. Unfortunately there's a catch. The replacement rate of solar panels is faster than expected and given the current very high recycling costs, there's a real danger that all... [more](#)

It's sunny times for solar power. In the U.S., home installations of solar panels have fully rebounded from the Covid slump, with analysts predicting more than 19 gigawatts of total capacity installed, compared to 13 gigawatts at the close of 2019. Over the next 10 years,

that number may quadruple, according to industry research data. And that's not even taking into consideration the further impact of possible new regulations and incentives launched by the green-friendly Biden administration.

Solar's pandemic-proof performance is due in large part to the Solar Investment Tax Credit, which defrays 26% of solar-related expenses for all residential and commercial customers (just down from 30% during 2006-2019). After 2023, the tax credit will step down to a permanent 10% for commercial installers and will disappear entirely for home buyers. Therefore, sales of solar will probably burn even hotter in the coming months, as buyers race to cash in while they still can.

Tax subsidies are not the only reason for the solar explosion. The conversion efficiency of panels has improved by as much as 0.5% each year for the last 10 years, even as production costs (and thus prices) have sharply declined, thanks to several waves of manufacturing innovation mostly driven by industry-dominant Chinese panel producers. For the end consumer, this amounts to far lower up-front costs per kilowatt of energy generated.

This is all great news, not just for the industry but also for anyone who acknowledges the need to transition from fossil fuels to renewable energy for the sake of our planet's future. But there's a massive caveat that very few are talking about.

Panels, Panels Everywhere

Economic incentives are rapidly aligning to encourage customers to trade their existing panels for newer, cheaper, more efficient models. In an industry where circularity solutions such as recycling remain woefully inadequate, the sheer volume of discarded panels will soon pose a risk of existentially damaging proportions.

To be sure, this is not the story one gets from official industry and government sources. The International Renewable Energy Agency (IRENA)'s official projections assert that "large amounts of annual

waste are anticipated by the early 2030s” and could total 78 million tonnes by the year 2050. That’s a staggering amount, undoubtedly. But with so many years to prepare, it describes a billion-dollar opportunity for recapture of valuable materials rather than a dire threat. The threat is hidden by the fact that IRENA’s predictions are premised upon customers keeping their panels in place for the entirety of their 30-year lifecycle. They do not account for the possibility of widespread early replacement.

Our research does. Using real U.S. data, we modeled the incentives affecting consumers’ decisions whether to replace under various scenarios. We surmised that three variables were particularly salient in determining replacement decisions: installation price, compensation rate (i.e., the going rate for solar energy sold to the grid), and module efficiency. If the cost of trading up is low enough, and the efficiency and compensation rate are high enough, we posit that rational consumers will make the switch, regardless of whether their existing panels have lived out a full 30 years.

As an example, consider a hypothetical consumer (call her “Ms. Brown”) living in California who installed solar panels on her home in 2011. Theoretically, she could keep the panels in place for 30 years, i.e., until 2041. At the time of installation, the total cost was \$40,800, 30% of which was tax deductible thanks to the Solar Investment Tax Credit. In 2011, Ms. Brown could expect to generate 12,000 kilowatts of energy through her solar panels, or roughly \$2,100 worth of electricity. In each following year, the efficiency of her panel decreases by approximately one percent due to module degradation.

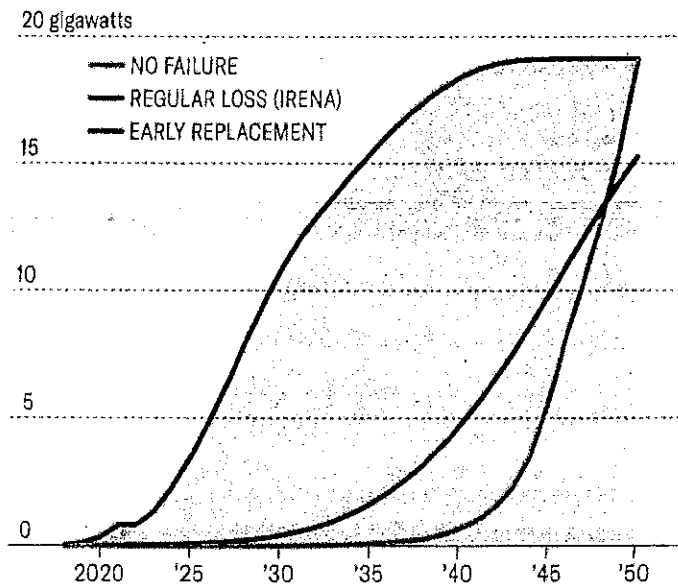
Now imagine that in the year 2026, halfway through the lifecycle of her equipment, Ms. Brown starts to look at her solar options again. She’s heard the latest generation of panels are cheaper and more efficient — and when she does her homework, she finds that that is very much the case. Going by actual current projections, the Ms. Brown of 2026 will find that costs associated with buying and installing solar panels have fallen by 70% from where they were in 2011. Moreover, the new-generation panels will yield \$2,800 in

annual revenue, \$700 more than her existing set-up when it was new. All told, upgrading her panels now rather than waiting another 15 years will increase the (net present value) NPV of her solar rig by more than \$3,000 in 2011 dollars. If Ms. Brown is a rational actor, she will opt for early replacement. And if she were especially shrewd in money matters, she would have come to that decision even sooner — our calculations for the Ms. Brown scenario show the replacement NPV overtaking that of panel retention starting in 2021.

The Solar Trash Wave

According to our research, cumulative waste projections will rise far sooner and more sharply than most analysts expect, as the below graph shows. The green “no failure” line tracks the disposal of panels assuming that no faults occur over the 30-year life cycle; the blue line shows the official International Renewable Energy Agency (IRENA) forecast, which allows for some replacements earlier in the life cycle; and the red line represents waste projections predicted by our model.

Cumulative capacity



Source: International Renewable Energy Agency,
Electricity Data Browser, Global Solar Atlas

HSR

If early replacements occur as predicted by our statistical model, they can produce 50 times more waste in just four years than IRENA anticipates. That figure translates to around 315,000 metric tonnes of waste, based on an estimate of 90 tonnes per MW weight-to-power ratio.

Alarming as they are, these stats may not do full justice to the crisis, as our analysis is restricted to residential installations. With commercial and industrial panels added to the picture, the scale of replacements could be much, much larger.

The High Cost of Solar Trash

The industry's current circular capacity is woefully unprepared for the deluge of waste that is likely to come. The financial incentive to invest in recycling has never been very strong in solar. While panels contain small amounts of valuable materials such as silver, they are mostly made of glass, an extremely low-value material. The long lifespan of solar panels also serves to disincentivize innovation in this area.

As a result, solar's production boom has left its recycling infrastructure in the dust. To give you some indication, First Solar is the sole U.S. panel manufacturer we know of with an up-and-running recycling initiative, which only applies to the company's own products at a global capacity of two million panels per year. With the current capacity, it costs an estimated \$20-30 to recycle one panel. Sending that same panel to a landfill would cost a mere \$1-2.

The direct cost of recycling is only part of the end-of-life burden, however. Panels are delicate, bulky pieces of equipment usually installed on rooftops in the residential context. Specialized labor is required to detach and remove them, lest they shatter to smithereens before they make it onto the truck. In addition, some governments may classify solar panels as hazardous waste, due to the small amounts of heavy metals (cadmium, lead, etc.) they contain. This

classification carries with it a string of expensive restrictions — hazardous waste can only be transported at designated times and via select routes, etc.

The totality of these unforeseen costs could crush industry competitiveness. If we plot future installations according to a logistic growth curve capped at 700 GW by 2050 (NREL's estimated ceiling for the U.S. residential market) alongside the early replacement curve, we see the volume of waste surpassing that of new installations by the year 2031. By 2035, discarded panels would outweigh new units sold by 2.56 times. In turn, this would catapult the LCOE (levelized cost of energy, a measure of the overall cost of an energy-producing asset over its lifetime) to four times the current projection. The economics of solar — so bright-seeming from the vantage point of 2021 — would darken quickly as the industry sinks under the weight of its own trash.

Who Pays the Bill?

It will almost certainly fall to regulators to decide who will bear the cleanup costs. As waste from the first wave of early replacements piles up in the next few years, the U.S. government — starting with the states, but surely escalating to the federal level — will introduce solar panel recycling legislation. Conceivably, future regulations in the U.S. will follow the model of the European Union's WEEE Directive, a legal framework for the recycling and disposal of electronic waste throughout EU member states. The U.S. states that have enacted electronics-recycling legislation have mostly cleaved to the WEEE model. (The Directive was amended in 2014 to include solar panels.) In the EU, recycling responsibilities for past (historic) waste have been apportioned to manufacturers based on current market share.

A first step to forestalling disaster may be for solar panel producers to start lobbying for similar legislation in the United States immediately, instead of waiting for solar panels to start clogging landfills. In our experience drafting and implementing the revision of the original

WEEE Directive in the late 2000s, we found one of the biggest challenges in those early years was assigning responsibility for the vast amount of accumulated waste generated by companies no longer in the electronics business (so called orphan-waste).

In the case of solar, the problem is made even thornier by new rules out of Beijing that shave subsidies for solar panel producers, while increasing mandatory competitive bidding for new solar projects. In an industry dominated by Chinese players, this ramps up the uncertainty factor. With reduced support from the central government, it's possible that some Chinese producers may fall out of the market. One of the reasons to push legislation now rather than later is to ensure that the responsibility for recycling the imminent first wave of waste is shared fairly by makers of the equipment concerned. If legislation comes too late, the remaining players may be forced to deal with the expensive mess that erstwhile Chinese producers left behind.

But first and foremost, the required solar panel recycling capacity has to be built, as part of a comprehensive end-of-life infrastructure also encompassing uninstallation, transportation, and (in the meantime) adequate storage facilities for solar waste. If even the most optimistic of our early-replacement forecasts are accurate, there may not be enough time for companies to accomplish this alone. Government subsidies are probably the only way to quickly develop capacity commensurate to the magnitude of the looming waste problem. Corporate lobbyists can make a convincing case for government intervention, centered on the idea that waste is a negative externality of the rapid innovation necessary for widespread adoption of new energy technologies such as solar. The cost of creating end-of-life infrastructure for solar, therefore, is an inescapable part of the R&D package that goes along with supporting green energy.

It's Not Just Solar

The same problem is looming for other renewable-energy technologies. For example, barring a major increase in processing capability, experts expect that more than 720,000 tons worth of gargantuan wind turbine blades will end up in U.S. landfills over the next 20 years. According to prevailing estimates, only five percent of electric-vehicle batteries are currently recycled – a lag that automakers are racing to rectify as sales figures for electric cars continue to rise as much as 40% year-on-year. The only essential difference between these green technologies and solar panels is that the latter doubles as a revenue-generating engine for the consumer. Two separate profit-seeking actors – panel producers and the end consumer – thus must be satisfied in order for adoption to occur at scale.

None of this should raise serious doubts about the future or necessity of renewables. The science is indisputable: Continuing to rely on fossil fuels to the extent we currently do will bequeath a damaged if not dying planet to future generations. Compared with all we stand to gain or lose, the four decades or so it will likely take for the economics of solar to stabilize to the point that consumers won't feel compelled to cut short the lifecycle of their panels seems decidedly small. But that lofty purpose doesn't make the shift to renewable energy any easier in reality. Of all sectors, sustainable technology can least afford to be short-sighted about the waste it creates. A strategy for entering the circular economy is absolutely essential – and the sooner, the better.

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