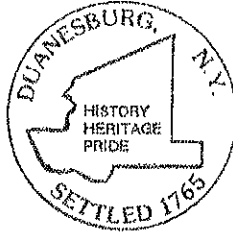


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



John D. Ganther, Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

Thursday March 24, 2022
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Wenzel, Council Members Ganther, Potter, Grant and Lucks, Highway Superintendent Reed, Deputy Town Clerk Brandy Fall, Town Attorney Teresa Bakner

Pledge of Allegiance

Prayer/Moment of Reflection offered by Father Solomon

Resolution 39-22: Council Member Ganther motioned, seconded by Council Member Lucks to approve the Regular Town Board Meeting minutes of Thursday, March 10, 2022.

Motion carried; 4 ayes Council Member Potter abstained

Resolution 40-22: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

Vouchers to be Paid

March 24, 2022

General Fund:	\$60,684.47
Highway Fund:	\$12,329.74
Capital Projects Fund – H11	\$2,230.20
SD#1 Fund:	\$5,573.37
SD#2 Fund:	\$5,333.96
SD#3 Fund:	\$2,378.14
<hr/>	
Total To Be Paid:	\$88,529.88

Highway: Highway Superintendent Reed reported that the Highway Department is hoping there will be no more snow, especially because they have three trucks down right now waiting on parts. They have been keeping busy by cutting trees and saplings. Next week they will be working on fixing potholes once the roads are dry. He also stated that the sweeper is in and will be delivered soon.

Public Safety: Council Member Grant reported that DVAC will be having two fish dinner dates. The dates are April 8th and April 15th. They will be drive-thru only. Supervisor Wenzel stated that Quaker Street Fire Dept had a new ladder truck delivered this week.

Parks: Supervisor Wenzel reported that they were thinking of having an ice-skating rink but found out that the Duaneburg Little League was thinking of having one so it will most likely be at The Little League Fields.

Sewer District #1, 2 & 3: Council Member Ganther reported that the sewer department has needed another employee for quite some time now. Dale and Andrew of the Sewer Department will be interviewing a potential candidate tomorrow. If they are interested in hiring the candidate, they will then have members of the Town Board interview him. Council Member Ganther also reported that there have been several issues at the Delanson Plant. He, Dale and Andrew have a meeting with Bill Brown from Delaware Engineering to go over the issues and work to get the issues fixed as soon as possible.

Technology: Council Member Ganther reported that he and Council Member Lucks met with Clint from OMNIS today for a status meeting. There will be a minor change to the monthly service agreement billing. We used to pay for a few software licenses annually but now it will be billed in the monthly service agreement. The monthly amount will be going up to \$730 per month from \$680 per month. We will be getting the new Firewall and switch that we knew we would need and had planned for. OMNIS will also be replacing two computers in the building; one is the assessors computer which got installed today and the other is the records computer. These are the two oldest computers in the building. This will get everyone on the newest versions of the software, etc. While Clint was here, he finished cleaning out the server closet. This closet does still need ventilation and will be included in the renovations.

Business Meeting:

Resolution 41-22: Council Member Potter motioned, seconded by Council Member Grant to approve Professional Services Invoice No. 4 from Delaware Engineering, D.P.C. in the amount of \$2,230.20.

Motion carried, 5 ayes

Resolution 42-22: Council Member Grant motioned, seconded by Council Member Potter to authorize the Town Supervisor to enter into an Amendment to the Decommissioning Agreement for Oak Hill Solar 1 and Oak Hill Solar 2 to increase the amount of the financial security for the decommissioning in accordance with the November 23, 2021, Decommissioning Statement approved by the Town Planning Board.

Motion carried, 5 ayes

Resolution 43-22: Supervisor Wenzel motioned, seconded by Council Member Ganther to hire PRIME AE for construction inspections at AMP's expense for Oak Hill Solar 1 & Oak Hill Solar 2.

Motion carried, 5 ayes

Privilege of the Floor:

Greg Harkenrider of 471 Humphrey Road spoke regarding their concerns about the Humphrey Road solar project.

Mark DiDonato of 286 Humphrey Road asked questions regarding the Humphrey Road Solar project and the logging of the Rask property on Humphrey Road.

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

Bob Frost of 286 Tidball Road spoke regarding the Humphrey Road solar project and how he has worked with some of these companies before and warned the board to be weary of these companies to protect the town and residents to please be careful, that these companies come in and go really fast to get the incentives from the government and then file for bankruptcy.

Council Member Ganther motioned, seconded by Council Member Grant to adjourn. 7:55 pm

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 March 24, 2022.

Town of Duaneburg
Vouchers per Fund

Fund	Amount
General Fund	\$ 60,684.47
Highway Fund	\$ 12,329.74
Capital Projects Fund - H11	\$ 2,230.20
Sewer District #1	\$ 5,573.37
Sewer District #2	\$ 5,333.96
Sewer District #3	\$ 2,378.14
Total	\$ 88,529.88

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2022

March 24, 2022

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

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

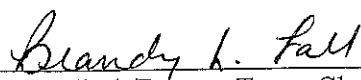
WHEREAS, the Town Board retained Delaware Engineering, D.P.C., ("Delaware") for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, Delaware has submitted an invoice, dated March 10, 2022, for Town Board review in the amount of **\$2,230.20** for professional services rendered through February 27, 2022 ("Professional Services Invoice No. 4"); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 4; authorizes the payment of the invoice using the BAN funds borrowed for this purpose; and directs that the Town seek reimbursement from NYSDEC for the costs associated with the Project in accordance with the terms of the Grant Agreement with NYSDEC;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 24, 2022.


William Wenzel, Supervisor


Town Clerk/Deputy Town Clerk

Date 3/25/2022

Date 3/25/2022

Present: Supervisor Wenzel, Council Member Potter, Council Member Gauthier, Council Member Grant
Absent: + Council Member Lucks

Town Board Members:

William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
John Ganther Jr.	<input checked="" type="radio"/> Yea	Nay	Abstain
Francis R. Potter	<input checked="" type="radio"/> Yea	Nay	Abstain
Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain



C 22-043
DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432



ORIGINAL

March 17, 2022

Town of Duanesburg
Attn.: Bill Wenzel, Town Supervisor
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

Re: Mariaville WWTP (SD#2)
Disinfection Improvements Project - Professional Services Invoice #4

Dear Bill:

Attached for Town review, processing and payment is our invoice totaling \$2,230.20 for services related to the above referenced project.

Services provided through February 2022 included:

- Continued communications with Town and regulatory agencies
- Assist Town with coordination of the bidding process
- Travel to site to review project scope with potential bidders
- Preparation of DEC grant documentation

Services anticipated to be provided during March 2022 include:

- Continued communications with Town and regulatory agencies
- Continue bidding assistance with Town and contractors
- Receive and review construction bids
- Provide bid/award recommendation to Town Board
- Coordinate bid award documentation with Town and selected contractor
- Continue preparation of DEC grant documentation

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)

03-2022 Duanesburg (T) Mariaville WWTP Disinfection Improvements CL 4



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



ORIGINAL

Town of Duanesburg
Town Hall
6853 Western Turnpike
Duanesburg, NY 12056

Invoice number 20-2078-4
Date 09/10/2022

Project 20-2078 Town of Duanesburg - Marlaville
WWTP Disinfection Improvements

For Services Rendered Through February 27, 2022

2 Bid/Award

	Hours	Rate	Billed Amount
Brian P. Clancy	1.50	120.00	180.00
William J. Brown	12.00	165.00	1,980.00
subtotal	13.50		2,160.00

REIMBURSABLES

	Units	Rate	Billed Amount
Mileage - Oneonta 2022	120.00	0.585	70.20
Phase subtotal			2,230.20
Invoice total			2,230.20

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



ORIGINAL

PROJECT ID 20-2078

PROJECT: Mariaville WWTP Disinfection Improvements
INVOICE/REQUISITION No.: 4

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 29,851.25	\$ 29,851.25	
Reimbursable Expenses	\$ -	\$ 146.43	\$ 146.43	
SUBTOTAL - TASK 1	\$ -	\$ 29,997.68	\$ 29,997.68	\$ 30,000.00
2. Task 2 - Bid/Award				
Labor	\$ 2,160.00	\$ 990.00	\$ 3,150.00	
Reimbursable Expenses	\$ 70.20	\$ -	\$ 70.20	
SUBTOTAL - TASK 2	\$ 2,230.20	\$ 990.00	\$ 3,220.20	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 3	\$ -	\$ -	\$ -	\$ 15,000.00
4. Task 4 - Construction Inspection				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 4	\$ -	\$ -	\$ -	\$ 17,500.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 2,500.00

DELAWARE ENGINEERING, D.P.C.

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



ORIGINAL

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
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6. Task 6 - NYSDEC Contract Coordination

Labor	\$ -	\$ 1,430.00	\$ 1,430.00	
Reimbursable Expenses	\$ -	\$ -	\$ -	

SUBTOTAL - TASK 6	\$ -	\$ 1,430.00	\$ 1,430.00	\$ 8,250.00
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TOTAL	\$ 2,230.20	\$ 32,417.68	\$ 34,647.88	\$ 80,750.00
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AMOUNT DUE FOR CURRENT SERVICES	\$ 2,230.20			
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AMOUNT PAST DUE	\$ 7,120.00	Invoice #3, 2/7/2022		
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TOTAL NOW DUE	\$ 9,350.20			
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BUDGET BALANCE	\$ 46,102.12			
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THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

Town of Duanesburg Town Board Resolution # 42 - 2022

Date of Town Board Meeting – March 24, 2022

Moved by Grant; Seconded by Potter

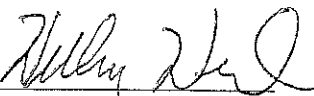
WHEREAS, Oak Hill Solar LLC 1 and 2 have applied for and received amended approvals from the Town of Duanesburg Planning Board, including the issuance of a negative declaration of environmental significance for the Projects which are Type 1 Projects by the Planning Board as SEQRA lead agency;

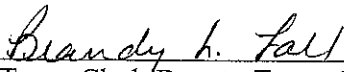
WHEREAS, the changes to the Projects resulted in an increase in the cost to decommission the Projects and the increase in decommissioning cost is set forth in the November 23, 2021 Decommissioning Statement which was reviewed by Prime AE, the Planning Board's consulting engineer, and which was reviewed and approved by the Planning Board (a copy of the Decommissioning Statement is available on the Town website);

WHEREAS, Section 3 of the Decommissioning Statement provides that "[t]he fully inclusive cost to decommission the Projects, as defined in Section 2, herein, is estimated at \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2 (the "Estimated Decommissioning Cost"), as detailed in Appendix 2. The Estimated Decommissioning Cost shall be adjusted annually to account for inflation, based upon the current Consumer Price Index ("CPI") as maintained by the Bureau of Labor Statistics (the "Revised Estimated Decommissioning Cost");

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is authorized to enter into an Amendment to the Decommissioning Agreement for the two Projects to increase the amount of the financial security for the decommissioning in accordance with the November 23, 2021 Decommissioning Statement approved by the Town Planning Board.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of March 24, 2022.


William Wenzel, Supervisor


Town Clerk/Deputy Town Clerk

Date

Date 3.28.2022

Present: Supervisor Wenzel, Council Member Gauthier, Council Member Potter, Council Member Grant + Council Member
Absent: NONE Lucas

Town Board Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
John Ganther Jr.	<u>Yea</u>	Nay	Abstain
Francis R. Potter	<u>Yea</u>	Nay	Abstain
Dianne Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

**FIRST AMENDMENT TO
DECOMMISSIONING AGREEMENT**

WHEREAS, a DECOMMISSIONING AGREEMENT ("Agreement"), dated as of March 11, 2021 (the "Effective Date"), was made by and among the Town of Duanesburg, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (referred to as the "Town"), Oak Hill Solar 1 and 2, LLC, two limited liability companies formed under the laws of the State of New York with principal offices at 518 17th St., Suite 950, Denver, CO 80202 (referred to as the "Operator") and Richard Murray, an individual (referred to as the "Landowner"). The Town, the Operator and the Landowner may each be referred to herein as a "Party" and collectively, as the "Parties".

WHEREAS, Operator proposed to permit, construct, operate, maintain and decommission two solar energy facilities with battery storage with an estimated size of five (5) megawatts of alternating-current (AC) nameplate capacity per project that will generate electric power (the "Project"), as shown on the amended Site Plans approved, along with the amended Special Use Permit by the Town of Duanesburg Planning Board on March 17, 2022 (the "Approvals"; and

WHEREAS, as part of seeking the Approvals, the Operator submitted an updated decommissioning estimate of \$372,527.46 for Oak Hill 1 and 372,296.32 for Oak Hill 2 as set forth in the document entitled "The Revised Oak Hill Community Solar 1 and 2 Decommissioning Statement," dated November 23, 2021 ("Updated Estimate"), which Updated Estimate was approved by the Planning Board in the Approval and is attached hereto as **Schedule A**; and

WHEREAS, the Parties desire to enter into an Amendment to the Agreement to reflect the new decommissioning estimate and changes contained in the Updated Estimate, which Amendment has an amended Effective Date of March 24, 2022 ("First Amendment"); and

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

1. At least 30 days prior to the commencement of construction of the solar panels or installation of the battery energy storage system, (the "Start Date"), the Operator shall post a bond with the form of financial security acceptable to the Town's attorney in the amount of \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2, which financial security shall be for the benefit of the Town. Such funds are to be used for decommissioning of the Project in the event that the Project is not decommissioned by the Operator or the Landowner. The bond(s) shall remain in effect until such time as Decommissioning is completed.

2. For purposes of clarity, the first sentence in Paragraph 1 of the Agreement regarding providing a bond, letter of credit or cash deposit prior to the issuance of the building permit are superseded and replaced by Paragraph 1 of this First Amendment.

3. The Notice provisions contained in Paragraph 11 of the Agreement are modified as follows (and in all other respects remain as set forth in Paragraph 11):

To Operator:

Oak Hill Solar 1 and 2 LLCs c/o
AMP Solar Development Inc.
518 17th St., Suite 950
Denver, CO 80202

To Landowner:

Estate of Richard Murray
157 Barrett Street
Schenectady, NY 12305

4. All other terms of the Agreement shall remain in force and effect.

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FIRST AMENDMENT TO DECOMMISSIONING AGREEMENT

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1. At least 30 days prior to the commencement of construction of the solar panels or installation of the battery energy storage system, (the “Start Date”), the Operator shall post a bond with the form of financial security acceptable to the Town’s attorney in the amount of \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2, which financial security shall be for the benefit of the Town. Such funds are to be used for decommissioning of the Project in the event that the Project is not decommissioned by the Operator or the Landowner. The bond(s) shall remain in effect until such time as Decommissioning is completed.

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518 17th St., Suite 950
Denver, CO 80202

To Landowner:

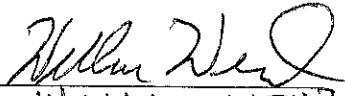
Estate of Richard Murray
157 Barrett Street
Schenectady, NY 12305

4. All other terms of the Agreement shall remain in force and effect.

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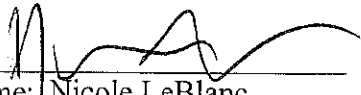
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended Agreement as of the Effective Date stated herein.

Town of Duanesburg:

By: 
Name: WILLIAM WENZEL
Title: TOWN SUPERVISOR

Operators:

Oak Hill Solar 1 and 2, LLCs

By: 
Name: Nicole LeBlanc
Title: Authorized Signatory

Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC
By: AMP Solar Development Inc., its Manager

Landowner:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
have duly executed this Amended Agreement as of the Effective Date stated herein.

Town of Duanesburg:

By: _____
Name: _____
Title: _____

Operators:

Oak Hill Solar 1 and 2, LLCs

By: _____
Name: _____
Title: _____

Landowner:

By: Richard Murray
Name: Richard E. Murray
Title: Executive

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
have duly executed this Amended Agreement as of the Effective Date stated herein.

Town of Duanesburg:

By: _____
Name: _____
Title: _____

Operators:

Oak Hill Solar 1 and 2, LLCs

By: _____
Name: _____
Title: _____

Landowner:

By: _____
Name: _____
Title: _____

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

Dated November 23, 2021



ORIGINAL

RECEIVED
NOV 23 2021

CONTENTS:

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

APPENDICES:

APPENDIX 1:	SITE LOCATION PLAN
APPENDIX 2:	BREAKDOWN OF DECOMMISSIONING COSTS
APPENDIX 3:	NYSERDA FACT SHEET
APPENDIX 4:	DECOMMISSIONING PERFORMANCE BOND
APPENDIX 5:	FORM OF BOND EMAIL CORRESPONDENCE
APPENDIX 6:	BATTERY ENERGY STORAGE SYSTEM-SPECIFIC DECOMMISSIONING PLAN

1. INTRODUCTION

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

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

2. DECOMMISSIONING ACTIVITIES

The Projects are anticipated to operate for 25-40 years. At the time the Projects ceases to operate, Applicant will perform decommissioning which shall include removal of all energy facilities, structures and equipment including any subsurface wires and footings from the parcel. Any access roads created for building or maintaining the system shall also be removed and re-planted with vegetation. The solar panels and all other equipment removed from the project site, unless being reused or repurposed for another project, shall be recycled in accordance with all applicable New York State policies and procedures in effect at the time of decommissioning.

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

3. COST OF DECOMMISSIONING

The fully inclusive cost to decommission the Projects, as defined in Section 2 herein, is estimated at \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2 (the "Estimated Decommissioning Cost"), as detailed in Appendix 2.

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

4. ESTABLISHMENT OF DECOMMISSIONING FUND

The Decommissioning Fund will be funded with a surety bond (the "Bond") that is solely for the benefit of the Town. No other entity, including Applicant, shall have the ability to demand payment under the Decommissioning Fund. A decommissioning performance form is attached to this Plan as Appendix 4. Appendix 5: Form of Bond Email Correspondence shows email approval of the form of bond. The approved financial security, shall be in place and filed with the Board upon commencement of construction.

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

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

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

5. DEMOLITION INSTRUCTIONS

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

a. Project Component Removal

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

b. PV Module Removal

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

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

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

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

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

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

<http://www.tekoverly.com/>
<http://www.morgenindustries.com/index.html>
<https://echoenvironmental.com/solar-panel-recycling/>
<http://www.glrnow.com/>
<http://www.intercotradingco.com/usa-solar-panel-recycling/>
<https://silrec.com/>
<http://www.solarsilicon.com/>

c. Electric Wire Removal

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

d. Racking and Fencing removal

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

e. Concrete Slab Removal

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

f. Access Road

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

g. Site Restoration Process

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

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

h. Utility Pole Removal

The utility poles connecting the Oak Hill 1 and Oak Hill 2 solar and energy storage projects to the electric grid will be owned by the utility, National Grid. National Grid will be responsible for disposing of these utility poles. Therefore, Appendix 2: Breakdown of Decommissioning Costs does not include the pole disposal costs.

i. Energy Storage Decommissioning

Appendix 6: Battery Energy Storage System-Specific Decommissioning Plan includes a detailed description of the energy storage decommissioning process.

Appendix 1
Site Location Plan

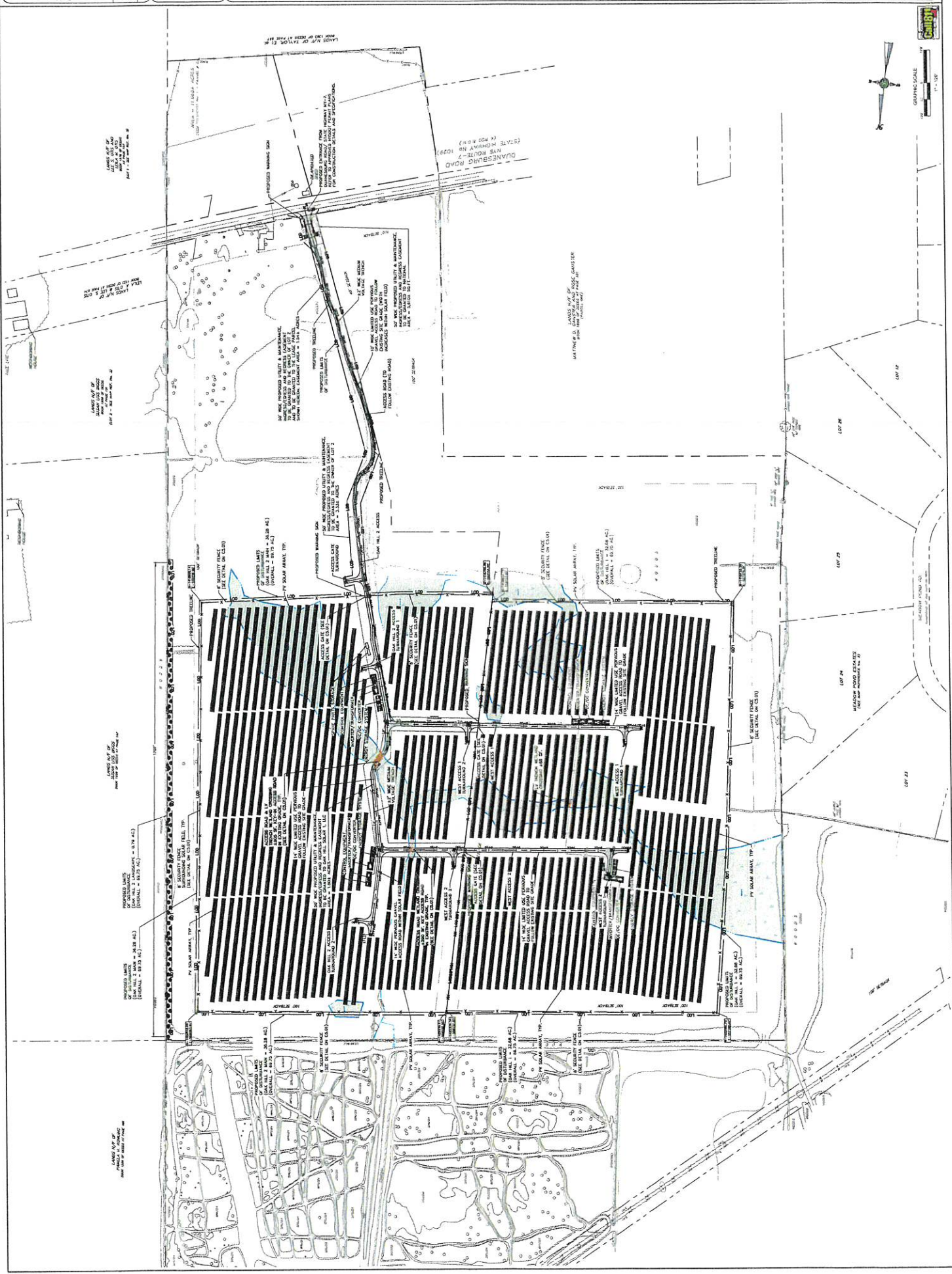
Richard B. Murray
1206 Oak Hill Road
Expend, NY 12066

GREENCELLS
USA INC
3414 Peachtree Road
Atlanta, GA 30306

ENDANTERRA
601 TECHNOLOGY DRIVE STE 200
CARLETON, PA 15117
WWW.ENDANTERRA.COM

NOTES:
1. THIS SITE PLAN IS A CONCEPTUAL DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.
2. ANY REVISIONS TO THIS SITE PLAN MUST BE APPROVED BY THE ENGINEER OF RECORD.
3. THIS SITE PLAN IS THE PROPERTY OF ENDANTERRA AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ENDANTERRA.

NO.	REVISION	DATE
1	INITIAL DESIGN	05/20/21
2	REVISED FOR CONSTRUCTION	06/08/21
3	REVISED FOR CONSTRUCTION	06/23/21
4	REVISED FOR CONSTRUCTION	06/23/21
5	REVISED FOR CONSTRUCTION	06/23/21
6	REVISED FOR CONSTRUCTION	06/23/21
7	REVISED FOR CONSTRUCTION	06/23/21
8	REVISED FOR CONSTRUCTION	06/23/21
9	REVISED FOR CONSTRUCTION	06/23/21
10	REVISED FOR CONSTRUCTION	06/23/21



Revised Appendix 2 – 11/11/2021
Breakdown of Decommissioning Costs

Applicant submits this breakdown of the Estimated Decommissioning Cost to support the proposed decommissioning fund of \$744,823.78 in aggregate for both projects based on 2021 cost of work estimates following the NYSDERDA guidance which is based on the estimating practices followed by the State of Massachusetts and New York Southeast scrap value prices. The Estimated Decommissioning Cost estimates include labor, transport and machinery costs for every line item.

An estimate for the cost of decommissioning the energy storage system was provided by Verdanterra. The estimate is included as a line item in each project's Estimated Decommissioning Cost. A detailed breakdown of this energy storage decommissioning estimate and a description of the energy storage decommissioning process is included in Appendix 6: Battery Energy Storage System-Specific Decommissioning Plan

It should be further noted that while the Decommissioning Fund is established in the amount equal to the gross decommissioning costs of \$372,527.46 for Oak Hill 1 and \$372,296.32 for Oak Hill 2, there will likely be significant salvage value that could lower the net system decommissioning cost. The salvage value is provided as a reference and does not impact the proposed decommissioning amount.

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

Oak Hill 1

Estimated Decommissioning Cost				
	Type	Quantity	Cost Per Item	Total
Fence Removal with Gate (fence cost divided between sites)	LF	4,150	\$4.50	\$18,675.00
Remove Transformers & Concrete Pads	Each	2	\$5,000.00	\$10,000.00
Remove Major Switch Gear & Concrete Pad	Each	1	\$5,000.00	\$5,000.00
Remove Modules and Racking	S/MWac	5	\$9,000.00	\$45,000.00
Removal of Posts	Each	1,512	\$20.00	\$30,240.00
Remove & Dispose of Central Inverters	Each	2	\$7,500.00	\$15,000.00
Storage Decommissioning and Recycling Cost - per Verdanterra estimate	N/A	N/A	N/A	\$177,049.50
Removal of Underground Wires and Conduits and Backfill	LF	2,400	\$10.00	\$24,000.00
Site Restoration, Grade and Seed	Acre	10	\$900.00	\$9,000.00
Removal of Gravel Access Road (road cost divided between sites)	Cubic Yards	825	\$25.00	\$20,612.50
Current Total				\$354,577.00
Revised Total based on Prime AE requested escalation				\$372,527.46
Total after 25 years of inflation (2.5% inflation rate)				\$657,365.94
Single Project Detailed Salvage Value	Solar Panels	21,728	\$6.60	\$143,404.80
	Racking Steel (lbs.)	584,050	\$0.05	\$29,202.50
	Racking Aluminum (lbs.)	880,000	\$0.15	\$132,000.00
	Project Cabling (lbs.)	37,966	\$0.73	\$27,714.82
Total Salvage Value				\$332,322.12
Proposed decommissioning fund				\$372,527.46

Oak Hill 2

Estimated Decommissioning Cost				
	Type	Quantity	Cost Per Item	Total
Fence Removal with Gate (fence cost divided between sites)	LF	4,150	\$4.50	\$18,675.00
Remove Transformers & Concrete Pads	Each	2	\$5,000.00	\$10,000.00
Remove Major Switch Gear & Concrete Pad	Each	1	\$5,000.00	\$5,000.00
Remove Modules and Racking	S/MWac	5	\$9,000.00	\$45,000.00
Removal of Posts	Each	1,501	\$20.00	\$30,020.00
Remove & Dispose of Central Inverter	Each	2	\$7,500.00	\$15,000.00
Storage Decommissioning and Recycling Cost - per Verdanterra estimate	N/A	N/A	N/A	\$177,049.50
Removal of Underground Wires and Conduits and Backfill	LF	2,400	\$10.00	\$24,000.00
Site Restoration, Grade and Seed	Acre	10	\$900.00	\$9,000.00
Removal of Gravel Access Road (road cost divided between sites)	Cubic Yards	825	\$25.00	\$20,612.50
Current Total				\$354,357.00
Revised Total based on Prime AE requested escalation				\$372,296.32
Total after 25 years of inflation (2.5% inflation rate)				\$656,958.07
Detailed Salvage Value	Solar Panels	21,728	\$6.60	\$143,404.80
	Racking Steel (lbs.)	584,050	\$0.05	\$29,202.50
	Racking Aluminum (lbs.)	880,000	\$0.15	\$132,000.00
	Project Cabling (lbs.)	37,966	\$0.73	\$27,714.82
Total Salvage Value				\$332,322.12
Proposed decommissioning fund				\$372,296.32

Appendix 3
NYSERDA Fact Sheet

Decommissioning Solar Panel Systems

Information for local governments and landowners on the decommissioning of large-scale solar panel systems.



NYSERDA

Solar Guidebook for Local Governments
NYSERDA 17 Columbia Circle Albany, NY 12203

Section Contents

- 1. Abandonment and Decommissioning 161
 - 1.1 Decommissioning Plans..... 161
 - 1.2 Estimated Cost of Decommissioning..... 162
- 2. Ensuring Decommissioning162
 - 2.1 Financial mechanisms 163
 - 2.2 Nonfinancial mechanisms 164
 - 2.3 Examples of abandonment and decommissioning provisions..... 164
 - 2.4 Checklist for Decommissioning Plans 164

Overview

We provide information for local governments and landowners on the decommissioning of large-scale solar panel systems through the topics of decommissioning plans and costs and financial and non-financial mechanisms in land-lease agreements.

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

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

1. Abandonment and Decommissioning

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

- Abandonment requires that solar panel systems be removed after a specified period of time if they are no longer in use. Local governments establish timeframes for the removal of abandoned systems based on aesthetics, system size and complexity, and location. For example, the Town of Geneva, NY, defines a solar panel system as abandoned if construction has not started within 18 months of site plan approval, or if the completed system has been nonoperational for more than one year.²²
- Once a local government determines a solar panel system is abandoned and has provided thirty (30) days prior written notice to the owner it can take enforcement actions, including imposing civil penalties/fines, and removing the system and imposing a lien on the property to recover associated costs.

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

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

1.1 Decommissioning Plans

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

²² Town of Geneva, NY CODE § 130-4(D)(5) (2016)

1.2 Estimated Cost of Decommissioning

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

Table 1: Sample list of decommissioning tasks and estimated costs

Tasks	Estimated Cost (\$)
Remove Rack Wiring	\$2,459
Remove Panels	\$2,450
Dismantle Racks	\$12,350
Remove Electrical Equipment	\$1,850
Breakup and Remove Concrete Pads or Ballasts	\$1,500
Remove Racks	\$7,800
Remove Cable	\$6,500
Remove Ground Screws and Power Poles	\$13,850
Remove Fence	\$4,950
Grading	\$4,000
Seed Disturbed Areas	\$250
Truck to Recycling Center	\$2,250
Current Total	\$60,200
Total After 20 Years (2.5% inflation rate)	\$98,900

2. Ensuring Decommissioning

Landowners and local governments can ensure appropriate decommissioning and reclamation by using financial and regulatory mechanisms. However, these mechanisms come with tradeoffs. Including decommissioning costs in the upfront price of solar projects increases overall project costs, which could discourage solar development. As a result, solar developers are sometimes hesitant to provide or require financial surety for decommissioning costs.

It is also important to note that many local governments choose to require a financial mechanism for decommissioning. Although similar to telecommunications installations, there is no specific authority to do so as part of a land use approval for solar projects (see Table 2). Therefore, a local government should consult their municipal attorney when evaluating financial mechanisms.

The various financial and regulatory mechanisms to decommission projects are detailed below.

Table 2: Relevant Provisions of General City, Town, and Village Laws Relating to Municipal Authority to Require Conditions, Waivers, and Financial Mechanisms

Site Plan Review	General City Law	Town Law	Village
Conditions	27-a (4)	274-a (4)	7-725-a (4)
Waivers	27-a (5)	274-a (5)	7-725-a (5)
Performance bond or other security	27-a (7)	274-a (7)	7-725-a (7)
Subdivision	General City Law	Town Law	Village Law
Waivers	33 (7)	277 (7)	7-730 (7)
Performance bond or other security	33 (8)	277 (9)	7-730 (9)
Special	General City Law	Town Law	Village Law
Conditions	27-b (4)	274-b (4)	7-725-b (4)
Waivers	27-b (5)	274-b (5)	7-725-b (5)

Source: Referenced citations may be viewed using the NYS Laws of New York Online

Excerpts from these statutes are also contained within the "Guide to Planning and Zoning Laws of New York State," New York State Division of Local Governments Services, June 2011: https://www.dos.ny.gov/lq/publications/Guide_to_planning_and_zoning_laws.pdf

2.1 Financial mechanisms

Decommissioning Provisions in Land-Lease Agreements. If a decommission plan is required, public or private landowners should make sure a decommissioning clause is included in the land-lease agreement. This clause may depend on the decommissioning preferences of the landowner and the developer. The clause could require the solar project developer to remove all equipment and restore the land to its original condition after the end of the contract, or after generation drops below a certain level, or it could offer an option for the landowner to buy-out and continue to use the equipment to generate electricity. The decommissioning clause should also address abandonment and the possible failure of the developer to comply with the decommissioning plan. This clause could allow for the landowner to pay for removal of the system or pass the costs to the developer.

Decommissioning Trusts or Escrow Accounts. Solar developers can establish a cash account or trust fund for decommissioning purposes. The developer makes a series of payments during the project's lifecycle until the fund reaches the estimated cost of decommissioning. Landowners or third-party financial institutions can manage these accounts. Terms on individual payment amounts and frequency can be included in the land lease.

Removal or Surety Bonds. Solar developers can provide decommissioning security in the form of bonds to guarantee the availability of funds for system removal. The bond amount equals the decommissioning and reclamation costs for the entire system. The bond must remain valid until the decommissioning obligations have been met. Therefore, the bond must be renewed or replaced if necessary to account for any changes in the total decommissioning cost.

Letters of credit. A letter of credit is a document issued by a bank that assures landowners a payment up to a specified amount, given that certain conditions have been met. In the case that the project developer fails to remove the system, the landowner can claim the specified amount to cover decommissioning costs. A letter of credit should clearly state the conditions for payment, supporting documentation landowners must provide, and an expiration date. The document must be continuously renewed or replaced to remain effective until obligations under the decommissioning plan are met.

2.2 Nonfinancial mechanisms

Local governments can establish nonfinancial decommissioning requirements as part of the law. Provisions for decommissioning large-scale solar panel systems are similar to those regulating telecommunications installations, such as cellular towers and antennas. The following options may be used separately or together.

- **Abandonment and Removal Clause.** Local governments can include in their zoning code an abandonment and removal clause for solar panel systems. These cases effectively become zoning enforcement matters where project owners can be mandated to remove the equipment via the imposition of civil penalties and fines, and/or by imposing a lien on the property to recover the associated costs. To be most effective, these regulations should be very specific about the length of time that constitutes abandonment. Establishing a timeframe for the removal of a solar panel system can be based on system aesthetics, size, location, and complexity. Local governments should include a high degree of specificity when defining “removal” to avoid ambiguity and potential conflicts.
- **Special Permit Application.** A local government may also mandate through its zoning code that a decommissioning plan be submitted by the solar developer as part of a site plan or special permit application. Having such a plan in place allows the local government, in cases of noncompliance, to place a lien on the property to pay for the costs of removal and remediation.
- **Temporary Variance/Special Permit Process.** As an alternative to requiring a financial mechanism as part of a land use approval, local governments could employ a temporary variance/special permit process (effectively a re-licensing system). Under this system, the locality would issue a special permit or variance for the facility for a term of 20 or more years; once expired (and if not renewed), the site would no longer be in compliance with local zoning, and the locality could then use their regular zoning enforcement authority to require the removal of the facility.

2.3 Examples of abandonment and decommissioning provisions

The New York State Model Solar Energy Law provides model language for abandonment and decommissioning provisions in the Model Law section of this Guidebook.

The following provide further examples that are intended to be illustrative and do not confer an endorsement of content:

- Town of Geneva, N.Y., § 130-4(D): ecode360.com/28823382
- Town of Olean, N.Y., § 10.25.5: <https://www.cityofolean.org/council/minutes/ccmin2015-04-14.pdf>

2.4 Checklist for Decommissioning Plans

The following items are often addressed in decommissioning plans requirements:

- Defined conditions upon which decommissioning will be initiated (i.e., end of land lease, no operation for 12 months, prior written notice to facility owner, etc.).
- Removal of all nonutility owned equipment, conduit, structures, fencing, roads, and foundations.
- Restoration of property to condition prior to solar development.
- The timeframe for completion of decommissioning activities.
- Description of any agreement (e.g., lease) with landowner regarding decommissioning.
- The party responsible for decommissioning.
- Plans for updating the decommissioning plan.
- Before final electrical inspection, provide evidence that the decommissioning plan was recorded with the Register of Deeds.

Questions?

If you have any questions regarding the decommissioning of solar panels, please email questions to cleanenergyhelp@nyserdera.ny.gov or request free technical assistance at nyserdera.ny.gov/SolarGuidebook. The NYSERDA team looks forward to partnering with communities across the state to help them meet their solar energy goals.

Appendix 4

DECOMMISSIONING PERFORMANCE BOND

Know All by These Presents,

That we, _____
 ("Principal"), as Principal, and Endurance Assurance Corporation, a New York corporation ("Surety"), as Surety, are held and firmly bound unto _____ ("Obligee"), in the maximum penal sum of _____ (\$ _____) (Maximum Penal Sum) for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

WHEREAS, the Principal has entered into a certain agreement known as the _____ ("Agreement") with the Obligee, dated the _____ day of _____, 20__, for the decommissioning of a _____ facility in _____, which is hereby referred to and made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said Agreement set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said Agreement specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect, subject, however, to the following conditions:

- 1) In the event the Principal, fails to undertake and complete Decommissioning as defined in the Agreement and the attached decommissioning plans, the Obligee may make a claim against this bond.
- 2) In no event, shall the liability of the Surety exceed the Maximum Penal Sum to the Obligee, regardless of the number of years this bond is extended or renewed.
- 3) The Surety's obligation under this bond shall arise after the Principal fails to complete Decommissioning as defined in the Agreement and the attached decommissioning plans. Upon notice of the Principal's default under the Agreement the Surety may take one of the following actions:
 - a) With the consent of the obligee, Arrange for the Principal's performance under the Agreement; or,
 - b) Undertake and perform decommissioning itself, or through its agents or its experienced, qualified and independent contractors, in accordance with the terms and conditions of the Agreement and the attached decommissioning plans; or,
 - c) Waive its right to perform and complete decommissioning under the Agreement, and after investigation, determine the amount for which it may be liable to the Obligee, as the case may be, and as soon as practicable after the amount is determined and agreed to by Obligee, tender payment therefore to the Obligee, as the case may be.

NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE LIABILITY OF THE PRINCIPAL AND SURETY UNDER THIS BOND IS LIMITED TO THE TERM BEGINNING THE _____ DAY OF _____, 20__, AND ENDING THE _____ DAY OF _____, 20__, AND ANY EXTENSIONS OR RENEWALS OF THE REFERENCED AGREEMENT SHALL BE COVERED UNDER THIS BOND ONLY WHEN CONSENTED TO IN WRITING BY THE SURETY. IT IS FURTHER AGREED THAT REFUSAL BY THE SURETY TO EXTEND THE TERM OF THIS BOND SHALL NOT CONSTITUTE A DEFAULT BY THE PRINCIPAL, AND SHALL NOT GIVE RISE TO A CLAIM OR DEMAND AGAINST THE SURETY UNDER THIS BOND. IN THE EVENT THE SURETY ELECTS NOT TO RENEW THIS BOND, THE SURETY SHALL PROVIDE THE OBLIGEE WITH AT LEAST SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO ANY ANNUAL RENEWAL OF THE SURETY'S INTENT TO TERMINATE THIS BOND.

Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein, as the case may be, or their heirs, executors, administrators or successors of the Obligee, as the case may be.

By: _____

Endurance Assurance Corporation

By: _____

_____, Attorney-In-Fact

Appendix 5

FORM OF BOND EMAIL CORRESPONDENCE

bpedersen@amp.energy

From: Beach, Randall <RBeach@woh.com>
Sent: Wednesday, July 14, 2021 9:45 AM
To: Nicole LeBlanc; Alita Giuda
Cc: Bakner, Terresa
Subject: RE: Bonds

We can live with those changes. Thanks.

From: Nicole LeBlanc <nleblanc@amp.energy>
Sent: Tuesday, July 13, 2021 3:45 PM
To: Beach, Randall <RBeach@woh.com>; Alita Giuda <agiuda@couchwhite.com>
Cc: Bakner, Terresa <TBakner@woh.com>
Subject: RE: Bonds

CAUTION: This email originated from outside of the firm. Do not click links or open attachments unless you recognize the sender and are expecting the message.

Hi Randall,

Please see Sompso's turn of the agreement.

Thank you, Nicole

Nicole LeBlanc
Director, US Transactions
M: 207.299.0279

From: Beach, Randall <RBeach@woh.com>
Sent: Tuesday, June 22, 2021 1:11 PM
To: Alita Giuda <agiuda@couchwhite.com>
Cc: Nicole LeBlanc <nleblanc@amp.energy>; Bakner, Terresa <TBakner@woh.com>
Subject: FW: Bonds

Sorry Alita – meant to copy you on this.

From: Beach, Randall
Sent: Tuesday, June 22, 2021 3:04 PM
To: 'Nicole LeBlanc' <nleblanc@amp.energy>
Cc: Bakner, Terresa <TBakner@woh.com>
Subject: Bonds

Nicole,

Attached are our comments on the decomm. bond, which I believe you will use as a model for the planting bond. Let me know if you have any questions. Thanks.

Randall

Randall S. Beach, Esq.

Whiteman Osterman & Hanna LLP

One Commerce Plaza | Albany | New York | 12260

| o | 518.487.7740 | f | 518.487.7777

| e | rbeach@woh.com | w | www.woh.com

[kwws22zzzbknhqklfrp2k2udqqdooehdfk](#)

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Appendix 6

BATTERY ENERGY STORAGE SYSTEM-SPECIFIC DECOMMISSIONING PLAN

BATTERY ENERGY STORAGE SYSTEM-SPECIFIC
DECOMMISSIONING PLAN

OAK HILL SOLAR 1 LLC & OAK HILL SOLAR 2 LLC

13590 DUANESBURG ROAD
TOWN OF DUANESBURG
SCHENECTADY COUNTY, NEW YORK

JULY 2021
REVISED NOVEMBER 2021

TABLE OF CONTENTS

CONTENTS

1.0 Introduction 2

2.0 Decommissioning Activities 2

3.0 Cost of Decommissioning 2

4.0 Establishment of Decommissioning Fund..... 2

5.0 Demolition Instructions 3

 5.1 Project Component Removal..... 3

 5.2 Concrete Slab Removal..... 4

 5.3 Site Restoration Process 4

6.0 Emergency BESS Decommissioning..... 4

APPENDIX

Appendix 1 – Site Location Map

Appendix 2 – BESS Specific Breakdown of Decommissioning Costs

1.0 Introduction

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

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

2.0 Decommissioning Activities

The Projects are anticipated to operate for 25-40 years. At the time the Projects cease to operate, Applicant will perform full site decommissioning which shall include removal of all energy facilities, structures and equipment including any subsurface wires and footings from the parcel. Any access roads created for building or maintaining the system shall also be removed from the project site, unless being reused or repurposed for another project, shall be recycled in accordance with all applicable New York State policies and procedures in effect at the time of decommissioning.

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

Site decommissioning activities are included in a separate decommissioning plan. Decommissioning activities specific to this decommissioning plan includes removal and recycling of the BESS containers and associated DC-DC converters, removal of their concrete pads, and restoration of the ground area impacted by these specific items. Each Project contains two BESS areas that will need to be decommissioned.

3.0 Cost of Decommissioning

The inclusive cost to decommission the BESS areas within both Projects, as defined in Section 2 as specific to this decommissioning plan herein, is estimated at \$354,099 (the "Estimated Decommissioning Cost") as detailed in Appendix 2.

4.0 Establishment of Decommissioning Fund

The Decommissioning Fund will be funded with a surety bond that is solely for the benefit of the Town. No other entity, including Applicant, shall have the ability to demand payment under the

Decommissioning Fund. A decommissioning performance is attached to this plan as Appendix 4. The approved financial security shall be in place and filed with the Board upon commencement of construction.

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

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

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

The decommissioning fund described in this decommissioning plan is for the BESS specific items and does not include the site decommissioning. A site-specific decommissioning fund will be established.

5.0 Demolition Instructions

The following is the sequential procedure that should be followed by the Town for removal of the BESS specific items pursuant to this plan. Note that site decommissioning demolition instructions are established in the site decommissioning plan.

5.1 Project Component Removal

The DC-DC converters will be removed from their concrete pads. Their electronic components and internal cables will be removed. These components will be lowered to the ground where they will be transported whole for reconditioning and reuse or disassembled/cut into more easily transportable sections for salvageable, recyclable, or disposable components.

The BESS containers will be removed from their concrete pads. The BESS containers will be removed by crane and set on tractor trailers for transport. The containers will be transported to their manufacturing facility where they will be recycled. The battery recycling estimate is based

on an estimate provided by the battery system integrator.

5.2 Concrete Slab Removal

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

5.3 Site Restoration Process

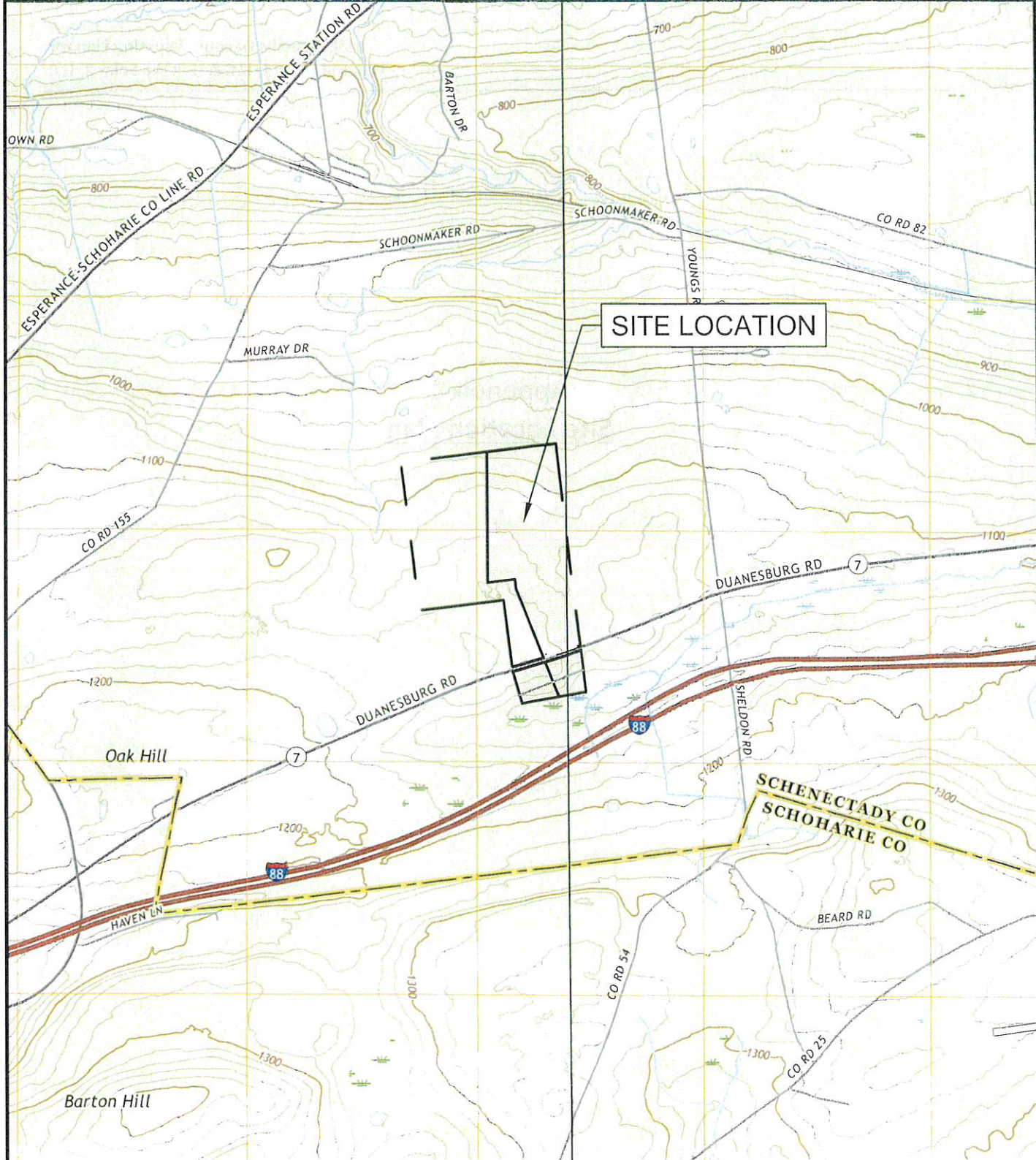
The site consists of 65.2 acres of agricultural land. The area containing BESS specific equipment is approximately 5,000 square feet (0.11 acres). Following the decommissioning activities, the sub-grade material, and topsoil from affected areas will be de-compacted and restored to a density and depth consistent with the surrounding areas. All unexcavated areas compacted by used in decommissioning shall be de-compacted in a manner to adequately restore the topsoil and sub-grade material to the proper density consistent and compatible with the surrounding area.

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

6.0 Emergency BESS Decommissioning

In the event of a BESS failure that requires emergency removal (such as a BESS container fire) the Applicant will be responsible for proper removal and disposal of the BESS system and any damaged equipment surrounding the BESS. The BESS equipment will be replaced in kind or equivalent at the Applicant's expense. If an equivalent BESS system is used as replacement the Town will be notified of the equivalent replacement. Additional training for the equivalent BESS system will be required and provided by the Applicant. The decommissioning fund does not include decommissioning costs and salvage value for emergency BESS decommissioning. The emergency decommissioning dollar value would be covered by the standard decommissioning surety. A revised surety will be posted prior to providing any new/replacement equipment under a post emergency event.

Appendix 1
Site Location Plan



Map Data Source: U.S. Geological Survey (USGS; <http://www.usgs.gov>)



Engineer



VERDANTERRA
601 TECHNOLOGY DRIVE, STE. 200
CANONSBURG, PA 15317
724.916.4541
WWW.VERDANTERRA.COM

Project Title

OAK HILL 1 & 2 SOLAR FARM

Drawing Description

LOCATION MAP

USGS Quadrangle:

GALLUPVILLE, NY
SCHOHARIE, NY

Project Number:

05221002

Drawn By:

THR

Checked By:

CWC

Scale:

1" = 2000'

Sheet Number:

FIGURE 1

Appendix 2

BESS Specific Breakdown of Decommissioning Costs

Applicant submits this breakdown of the Estimated Decommissioning Cost to support the proposed decommissioning fund of \$354,099 for the BESS specific decommissioning for both Projects based on 2021 cost of work estimates following the NYSEDA guidance which is based on the estimated practices by the State of Massachusetts and New York Southeast scrap value prices.

It should be further noted that while the Decommissioning Fund is established in the amount equal to the gross decommissioning costs of \$354,099, there will likely be significant salvage value that would make the net system decommissioning cost (site and BESS specific decommissioning) lower than the proposed Decommissioning Fund amount.

To better explain the potential salvage value for this Project we have completed a more detailed analysis of the current value of the BESS specific project components: DC-DC converter/steel content. Note that the BESS containers will be recycled by the manufacturing company and are not included in potential salvage value. The current published values for these materials can have a fairly large spread. For each item we chose the most conservative pricing available to assume current worst-case scenario. As you can see the current salvage value is less than the proposed decommissioning bond for the BESS specific work.

Estimated Decommissioning Cost - BESS Specific					
Description	Type	Quantity	Cost Per Item	Total	Total after 25 Years of Inflation (2.5% rate)
Remove DC-DC Converters & Concrete Pads	Each	20	\$ 300.00	\$ 6,000.00	\$ 11,123.66
Remove BESS Containers & Concrete Pads	Each	4	\$ 5,000.00	\$ 20,000.00	\$ 37,078.88
Transport BESS Containers to Manufacturer For Recycling	Each	4	\$ 2,500.00	\$ 10,000.00	\$ 18,539.44
Site Restoration, Grade and Seed	Acre	0.11	\$ 900.00	\$ 99.00	\$ 183.54
Oak Hill Battery Recycling Estimate (per project)*	Each	2	\$ 159,000.00	\$ 318,000.00	\$ 589,554.22
Total Decommissioning Cost				\$ 354,099.00	\$ 656,479.75
Detailed Salvage Value					
DC-DC Converter Panels / Steel	Lbs	40684	\$ 0.08	\$ 3,254.73	
Total Salvage Value				\$ 3,254.73	
Proposed Decommissioning Fund				\$ 354,099.00	

* = The battery recycling estimate is based on an estimate provided by the battery system integrator.

PO Box 160
Quaker Street, NY 12141

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

March 24, 2022

Re: Existing Noise Levels at Oak Hill Solar Property Line

Dear Supervisor Wenzel and the Town Board,

Please include my Privilege of the Floor comment with tonight's official town board meeting minutes and posted on the town website. Lynne Bruning 13388 Duanesburg Road, Delanson, NY 12053

MARCH 24, 2022 AGENDA

The March 24, 2022 Town Board Agenda includes the September 5, 2019 Decommissioning Plan for Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC. It is found on pages 53 through 67 of the 71 page Agenda PDF with the file name: https://www.duanesburg.net/sites/g/files/vyhlf4351/f/agendas/march_24_2022_town_board_agenda_updated_4_07_p.m._march_24_2022.pdf. The Decommissioning Plan has no page numbers and it contains an "IRREVOCABLE STANDBY LETTER OF CREDIT".

The March 24, 2022 Agenda also contains a one page Resolution which refers to the November 23, 2021 Decommissioning Statement estimated at \$372,527.46 for Oak Hill Solar 1, LLC and \$372,296.32 for Oak Hill Solar 2, LLC.

The September 5, 2019 and the November 23, 2021 Decommissioning Plans are significantly different in scope, scale and amount. Which Decommissioning Plan should be included in the town board minutes?

The Resolution does not provide a tracking number in the lower left corner as typically found on documents from Whiteman, Osterman and Hanna.

The three page "FIRST AMENDMENT TO DECOMMISSIONING AGREEMENT" does not provide a tracking number in the lower left corner as typically found on documents from Whiteman, Osterman and Hanna.

Many of Oak Hill Solar documents omit the tracking number in the lower left corner such as:

- “Town of Duanesburg Planning Board Resolution Approving Special Use Permit, Subdivision and Site Plan for Eden Renewables Oak Hill Solar Energy Projects - 1206 Oak Hill Road.” as found in the June 24, 2021 town board minutes pages 88 through 92 of 104 pages. https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/tb_minutes_june_24_2021_all_pages.pdf. Curiously this Resolution is not included with the September 19, 2019 Planning Board meeting minutes as found on the town website. https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/september_pb_by_barkner.pdf
- Oak Hill Solar Visual Maintenance Agreement found in the June 24, 2021 Town Board Minutes page 77 through 92 of 104 pages. https://www.duanesburg.net/sites/g/files/vyhlif4351/f/minutes/tb_minutes_june_24_2021_all_pages.pdf
- “TOWN OF DUANESBURG PLANNING BOARD RESOLUTION APPROVING AMENDED SPECIAL USE PERMIT AND AMENDED SITE PLAN FOR TWO 5MW SOLAR PROJECTS BY OAK HILL SOLAR 1 LLC and OAK HILL SOLAR 2 LLC” as found in the March 17, 2022 Planning Board Agenda Part 5 with file name: https://www.duanesburg.net/sites/g/files/vyhlif4351/f/agendas/pb_resolution_re_eden_renewables_2.pdf

Omission of tracking number may invite impropriety and may permit document pages to be changed or altered. The June 24, 2021 Visual Maintenance Agreement as approved by the town board and found in the meeting minutes has different language than the document filed with the Schenectady County Clerk January 10, 2022 with instrument number 202201353.

I request that the town close this loophole and require all special use permits, agreements, and legal documents to have tracking numbers as typically provided by Whiteman, Osterman and Hanna. For example, the Resolution to limit clear cutting that is included in tonight's Agenda has tracking number 4858-9471-2340, v.1.

DUE DILIGENCE

I request that the town board perform site visits to Amp Energy's construction sites located in the Town of Glen, Town of Schodak, and Town of Claverack. Laydown yards, worker parking, construction traffic, fence height even the brand of solar panels are on display for easy due diligence.

SPECTRUM SERVICE ON DUANESBURG ROAD WEST OF YOUNGS ROAD

March 22, 2022 9:45AM I call 855-640-0893 and am informed that the lines are strung, but residences can't connect yet. Spectrum suggested I call Spectrum Construction Services 844-777-3691 concerning NYS Buildout and ability to connect to Spectrum. At 10:15 AM: Spectrum informs that address for 13388 Duanesburg Road is in the process of being built out. Construction for this line is not complete. Connecting homes on Duanesburg Road is still very

far out. Spectrum cannot say if it will occur in the next 12 months. The representative informs me that Duanesburg Churches Road is currently the nearest location for construction completion. I am informed to call back every three months 844-777-3691.
November 23, 2021 Call 855-640-0893 lines are strung, but can't connect yet.
September 2021 Call 855-640-0893, lines are strung but can't connect yet.
Summer 2021 Spectrum strung cable on Duanesburg Road and I spoke with crew at 13388 Duanesburg Road driveway. Call in three months to learn if build out is completed and can connect to Spectrum service.

CITIZENS DOCUMENTING EXISTING CONDITIONS

At multiple planning board meetings the board has commented on property owners submitting photos of existing conditions at their property lines abutting Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC (the "Project"). The planning board has repeatedly stated that the Project is not responsible to remedy the existing stormwater damage.

I am one of the neighbors submitting photos of existing conditions. My letters and color photos contain GPS location, date, a north arrow and direction of view. I do not make any reference to remedying existing conditions or remedying existing stormwater erosion as currently found on parcels 74.00-3-18 and 74.00-3-16.3 prior to the planning board's vote and the town issuing a building permit.

If construction and operation of the Project causes damage or increased stormwater run-off and erosion than my, and other property owners, photos as submitted to the record document the existing conditions pre-board approval and pre-construction. These color photographic images, as well as any future images submitted to the town and planning boards, document the condition at the property line. The photos may be used as evidence that may help protect the property owner and preserve their property rights at a later date.

I request that the town board encourage the planning board to support active participation from any property owner abutting any development project within the Town of Duanesburg. At multiple planning board meetings property owners abutting Whishy Wash Car Wash have submitted photos of their property line, Western Turnpike and the car wash. The planning board accepts these images without comment. The developer, town and taxpayers should work together to ensure all parties are treated fairly and squarely. Abutting property owners to Oak Hill Solar Projects should be encouraged to submit documents to the record before construction that may protect their property during construction and over the lifetime of the Project.

OAK HILL COMPLIANCE WITH SOLAR LAW 3. j.

Oak Hill Solar provided the planning board a Noise Analysis submitted August 25, 2021, revised February 7, 2022 and memo dated March 7, 2022. It appears that none of the documents provide actual noise measurements taken at the property lines. Their analysis relies upon a computer modeling tool.

Their analysis appears to omit:

- Four (4) out of the required eight (8) ICE ECUA150ACD HVAC. Each HVAC has a rating of 89 decibels @ 3 feet. The analysis mentions four (4) HVAC. According to the Powin website there is one HVAC at each end of the 53 feet in length container for a total of eight (8).
- Four (4) control gear out of the required four (4). The analysis does not mention control gear. There is one control gear at each equipment pad. Four (4) control gear and the decibel rating should be added to the noise analysis.
- Sixteen (16) out of required 20 DC-DC Converters. The analysis only mentions four (4) DC-DC Converters. Each DC-DC Converter is assumed to be 85 dB at source. There are five (5) DC-DC Converters at each equipment pad for a total of twenty (20). The analysis is deficient 16 DC-DC Converters.

The accuracy of the Project's noise analysis may be inaccurate due to the omission of 24 pieces of noise generating equipment.

Solar Law 3.j states no discernible difference in noise at the property line. The Applicant, Amp Energy and Greencells USA, did not provide a report of existing noise levels at the Project's property line. It appears that the Planning Board did not require the Applicant to provide existing noise levels at the property line nor did the planning board hire an independent third party to provide such a report.

The Planning Board stated that E-Coustics peer review, as supplied to the board by concerned citizens, was not credible. It appears that the planning board has not provided substantive reasons for their decisions such as calculations, reports of existing noise at the property line, or a third party review.

I attempted to obtain a report detailing existing noise levels at the property line. LaBella Associates does not work on community solar projects. SLR did not want the job. To bring a company in from another city is cost prohibitive for the citizens.

With an abundance of caution I recorded noise levels with National Institute for Occupational Safety and Health (the "NIOSH" Sound Level Meter App as found of the Center for Disease Control and Prevention website. <https://www.cdc.gov/niosh/topics/noise/app.html> This meets Type 2 requirements of IEC 61672:3 SLM standard when used with an external microphone. I also used the Reed R8050 Dual Range Sound Level Meter which meets ANSI and IEC Type 2 standards.

The Applicant's Full Environmental Assessment for and Noise Analysis indicate that the noise is continuous and the facility operates all day, every day of every year. The Project's northern property line abuts Biggs and Rowling and is approximately 2,900 feet north of Duanesburg

Road and 2,040 feet west of Youngs Road. There is no vegetation on the Project site's north east corner and less than 50 feet of trees on the Project's eastern property line.

On March 22, 2022 at 4:35 AM the noise level at this corner was as low as 28dB. We request that the town board encourage the planning board to uphold Solar law 3.j. and ensure the Project is compliant with the law.

MORATORIUM AND REVIEW OF WIND ENERGY FACILITIES LAW

In the March 17, 2022 Cobleskill Times Journal Patsy Nicosia reports that the Town of Middleburg plans a ban on wind energy facilities. As neighboring towns turn down wind energy projects the likelihood of developers pursuing the Town of Duanesburg may increase. I request that the town board adopt a moratorium on wind energy and review the Wind Energy Facility Law adopted in 2008.

REVIEW OF THE SOLAR ENERGY FACILITY LAW

In September 2021 the Town Board adopted a moratorium on solar energy and battery energy storage systems. The minutes appear to reflect that the town has not held any meetings to review the solar law. When will the town begin meetings to review the Solar Law and Battery Energy Storage?Systems? Who will be on the review committee?

Thank you for your time and consideration.

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

Cc: Jeffery Schmitt, Planning Board Chair