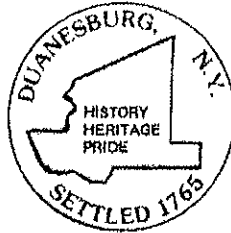


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday May 28, 2020
Regular Town Board Meeting
Meeting Time: 7:00PM

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

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

Absent: Highway Superintendent Reed

Pledge of Allegiance

Supervisor Tidball: Alright, we'll start off with the approval of minutes please.

Council Member Senecal: Make the motion to approve the minutes.

Supervisor Tidball: Need a second.

Council Member Ganther: Second

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

Deputy Town Clerk Fall: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 73-20: Council Member Senecal motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of Thursday May 14, 2020.

Motion Carried, 5 ayes

Supervisor Tidball: Payment of claims please

Council Member Potter: Vouchers to be paid May 28, 2020. General fund \$9,001.74. Sewer District #1, \$5,084.60. Sewer District #2, \$6,089.38, Sewer District #3, \$912.08, In- House, Zero. Highway Fund, \$852.52. Total vouchers to be paid, \$21,940.32.

Supervisor Tidball: Need a second.

Council Member Ganther: Second

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

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: 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

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 74-20: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims.

Motion carried, 5 ayes

**Vouchers to be Paid
May 28, 2020**

General Fund:	\$9,001.74
Highway Fund:	\$852.52
SD#1 Fund:	\$5,084.60
SD#2 Fund:	\$6,089.38

SD#3 Fund:

\$912.08

Total To Be Paid:

\$21,940.32

Supervisor Tidball: Alright getting into Committee Reports. I'm going to start off with a few things. First, I'm going to give a, call it a COVID update from the town of Duanesburg. We had a meeting yesterday with all Town Hall staff, including all department heads and joining me was Mr. Ganther. This was to discuss reopening Town Hall to the public. With all the things going on, we are waiting to hear what the Governor says with the phases. So, our plan is tentatively as of right now beginning the week of June 8th we will start letting the public into Town Hall. We are going to break it up into days to limit the amount of people, to try not to let a lot of people in all at once. So as of right now, this is a tentative schedule. Monday and Wednesday the upstairs offices (Town Clerk, Supervisor & Court) will be open to the public and on Tuesday and Thursday, the downstairs offices (Building Dept., Assessor & Planning/Zoning) will be open to the public. The days that they are not open, they are still available by appointment. We are just trying to eliminate people moving throughout the building since it is a tight building, so we are trying to do social distancing as best as possible. It was talked about at our meeting that the Judges had hoped to start court back up again soon and were told they could start back up on Monday June 8th. By the end of the meeting, they were notified by the Court System that court will probably not be in session until probably the beginning of August. So that puts a lot of things behind for the judges. The court clerks are still available by appointment, by mail, phone calls and email. Please correspond with them in one of those ways. Nothing else to really add to that. One thing we will be asking for is any visitors to Town Hall must wear a mask as we have some employees with health issues. We will have some masks available for residents that do not have them, but you will not be allowed in the building without a mask on. We are going to take this two weeks at a time and then re-evaluate and move forward from there as to how we handle business at Town Hall. Another thing I want to bring up, Mrs. Jean Frisbee of our Parks Committee, sorry you were probably going to bring this up about the cemetery.

Council Member Wenzel: Yeah, Jean called me the other night and said that the cemetery over on 159, just in from Duanesburg Churches Road, one of the clean-up projects that has been put

on the backburner because of the COVID situation. Jean got a call, and somebody was nice enough to go in and did a real nice job to clean that whole cemetery up. I haven't spoken today with Jean yet today but the last I heard that person was still at large. We did not know who it was.

Supervisor Tidball: Very nice. So, if anyone out there who is watching or sees this later on, if you know who the person is, please let Town Hall know. Or at least let Jean Frisbee know so the person can get the recognition they deserve. It was very nice of them. So, we will move on from there. Highway Report.

Council Member Potter: I talked to Bill, he said they have been out grading, topping off some of the dirt roads and putting down some gravel on some of the other roads. So that's what they have been doing. Other than that, it's been quiet. That is all he had.

Supervisor Tidball: Ok, you have anything for Public Safety even though there hasn't been a meeting. Public Safety, there are no meetings during the summer plus they have been cancelled because of the COVID situation. I have nothing else to report other than, as you'll see in the Business meeting, we will be accepting the contract for DVAC for what we have talked about in the past. We'll get into that when we get there. Anything else to add to the Park Committee Bill?

Council Member Wenzel: No, we too have been on hold because of the virus situation.

Supervisor Tidball: Another thing I hope to make a decision on here soon, I was kind of hoping for the Governor's final answer as to what can happen, is the Park Program in the summer. As of right now, we've been saying we are going to do it, but it depends on legally if we can. We will know more probably in the next week or two when the Governor opens Phase 2 or Phase 3 will happen. That would be a larger gathering and right now you can't have a gathering of more than 10 people. So, we will make that announcement sooner than later of what we decide on. Sewer Districts.

Council Member Ganther: Not a lot since the last meeting, two weeks ago. We had one letter come from ENCON as a potential violation regarding reporting on our SPEDES permit, but it turned out after Dale got in touch with the DEC that it's a new reporting part of the new SPEDES permit. So, when the SPEDES information was filed there wasn't a place in what's called a FDMR to put this new information. So, Dale contacted someone at DEC immediately, they understood it. Dale provided the information and the problem is resolved. So, in the end there is no violation, it's been taken care of. That is all I have for sewers at this time.

Council Member Senecal: I talked to him and the other thing that he just continues to try to remind people of is and sent out a mailing even, is for people putting wipes and rags down the toilets. Whoever is doing it, they are costing themselves money. In one case they found a sock. The person was upset because they thought it was a town issue and then when they got in there to fix it and find a sock that has come from their own house. So, he was asking for help with that for public awareness.

Supervisor Tidball: That has always been a big concern since I started. And with people being home I am sure usage has gone up. Anything else for sewers? Is Bill on?

Council Member Ganther: Bill is on.

Supervisor Tidball: Let's see if he has anything to say.

Council Member Ganther: Bill you got anything? Nod your head yes or no. Yes, good I am going to unmute you. Hold on.

Bill Brown: Nothing big to report. Just they did some soil borings at the Delanson site today and hit rock about one and a half feet down. So, because of this, the tank will probably wind up being up out of the ground similar to the ones that are there now. As opposed to it being buried. They were out there today with Andrew so that part of the work is done. That will help us with the design going forward.

Council Member Ganther: Ok, good.

Bill Brown: That's it.

Supervisor Tidball: That's it. Thanks Bill.

Council Member Ganther: Thank you sir.

Bill Brown: Thank you.

Supervisor Tidball: Ok that is all for sewers. John, what do you have for IT?

Council Member Ganther: IT wise. BAS who handles our website development software required some DNS changes. So, I reached out to Spectrum to get those changes in. As with

anything we do with Spectrum, it took two days and six different people to talk to. The good news is, in the end, the tech person showed me how they made the change and I now have user id password. So, if this comes up again, I should be able to make the changes myself. We did get a new laptop. In fact, our Zoom meeting is on the new town laptop. Our old laptop was like ten years old and I don't even think it had a camera it was so old. So, we got our monies worth out of that one for sure. But we do have a new one. It is a shared laptop for anyone at Town Hall to do presentations, meetings or anything like this. It will be available for folks to use as a shared device. That's it, our Broadband meetings are on hold right now because of the whole COVID situation. So, we haven't had any Broadband meetings for a few months now.

Supervisor Tidball: I do have one more update for broadband. The email I sent out about the project on Schoharie Turnpike. I did get a great update today. On the Route 20 side, I believe there are a dozen or so houses looking to get service. Spectrum decided that they would do it out of their pocket. I got the notice today that all the telephone poles permits have gone through. Which is the biggest thing they were waiting on. So next thing they move on to is getting a permit from the county because they have to do some under the road borings. Then from there, they should be good. So, they are looking to have that wrapped up this summer like they promised. So that is good news for the people down there. Other than that, not much else to report on Broadband. Do you guys have anything else we need to discuss? Topics we need to bring up. No. We'll move into the business meeting then.

Business Meeting:

Resolution 75-20: Council Member Potter motioned, seconded by Council Member Ganther to authorize the supplemental appropriation of \$86,690, to account for the additional funds necessary for DVAC to retain two additional, qualified day-time staffers during the remainder of the 2020 calendar year.

Motion carried, 5 ayes

Council Member Potter read the resolution. Please see attached.

Supervisor Tidball: Discussion on this. Basically, for the contract increase we will be doing with DVAC. We have had several long discussions about this at past meetings to get everyone up to date. DVAC's daytime service has not been stellar mostly because of volunteers. Which is one of the things dying out. So, they have been missing a lot of calls during the daytime because most of their volunteers work full time jobs. So, the town and other towns have done this in the past, so we are just following suit. DVAC will get people from a source to man the station from six in the morning until six at night, five days a week. That way there are two qualified EMT's on duty

at all times during those hours to respond to calls. The volunteers that were there during the day are still welcome to be therewith them to help as drivers and whatever else they need. Or if they get more than one call. This will be more of a guarantee you'll have two qualified EMT's to go. Also, if a person calls in sick for the day, it is up to the staffing company to provide another person. So instead of DVAC being the employer, the rentee will call them, has to get the people in. It's something we had to do with the amount of people being home. Especially nowadays with COVID, people getting more sick at home, staying home, the calls have increased. And I believe it is just a better service to the community. If they are not available, it takes longer for a secondary ambulance service to get to us. I think it is a great thing. It does cost the town money, but every penny is worth it. So, this resolution is to do a supplemental appropriation to get the money from the money we already budgeted for DVAC to increase that to help pay for the extra staff. Any other discussion? Clerk call the roll please.

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: 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

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 76-20: Council Member Potter motioned, seconded by Council Member Wenzel to approve and authorize the Town Supervisor to execute the General Ambulance Service Contract.

Motion carried, 5 ayes

Council Member Potter read the resolution. Please see attached.

Supervisor Tidball: Kind of like I just said for the last resolution, this is authorizing me to sign the contract with DVAC. I want to thank our attorney, Terresa Bakner and her office. There was a lot of work they had to do and a lot of research to do a contract like this. And for the folks at DVAC for giving us all the information that was needed. This was a new venture for us and like I said there was a lot of research that had to be done to make sure this was 100% correct and by the law. Other than that, I am glad to see we have better service here in town for EMT services. Any other discussion on it? Alright, clerk call the roll please.

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: 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

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 77-20: Council Member Ganther motioned, seconded by Council Member Potter to Accept the resignation of Phil Sexton as Planning Board Chair.

Motion carried, 5 ayes

Supervisor Tidball: First I would like to thank Phil Sexton for his time on the Planning Board. I don't know exactly how many years, it's been 4, 5 or 6 years. He was on our Planning Board as the Planning Board Chair and he did a great job for us. Very professional, very detail oriented. He took the charge at the end to help us revive our Comprehensive Plan which we should have

a draft here any day now. Which is something we started a couple of years ago with the surveys we sent out. Again, I want to thank Phil for his time. He is leaving us because his personal and professional life is getting too much where he can't put the time in to the Planning Board that he would like to, Phil, again, thank you for your time. Anybody else have any comments?

Council Member Potter: Just thank him, thank you.

Council Member Ganther: Yeah, I have been attending the comprehensive plan revision meetings and I know Bill has also attended a few of those and Phil did a really good job of keeping the team on track and carving them up and addressing each topic. He will certainly be missed and we thank him.

Council Member Senecal: I think we could say he is welcome back anytime.

Council Member Ganther: Absolutely.

Council Member Wenzel: He promised he won't disappear. He is much appreciated.

Supervisor Tidball: Clerk call the roll please

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: 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 78-20: Council Member Ganther motioned, seconded by Council Member Senecal to appoint Jeff Schmitt as Planning Board Chair.

Motion carried, 5 ayes.

Supervisor Tidball: Jeff is another great resident of this town. Jeff has been on the Planning Board for several years also. Unlucky for him, he is retired so he has a little more time. That's how I put it to him, that's why he is going to take over as chair. Jeff worked for DEC for a long time, so he has an environmental background which you really need in town for big projects. This town is environmentally friendly as we can, so that's it. I appreciate Jeff for stepping up. In the next following weeks, we will be naming a co-chair and probably moving a few people around on these boards. As one person leaves, we have to replace them. Any other comments about Jeff?

Council Member Senecal: Glad to have him

Supervisor Tidball: Clerk call the roll please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Supervisor Tidball: Anything other business meeting stuff we missed or you want to bring up? Now we will do privilege of the floor. Like John said at the beginning of the meeting, this is for the people watching. If you want to make a comment, I am going to read correspondence from one of our residents. At the end of that if you want to chat or have any questions or comments for us just hit the chat button like John said, we will wait after I am done like 30 seconds or so and then we will just go from there.

Supervisor read a correspondence from resident Lynne Bruning. Please see attached.

Supervisor Tidball: The status of the annual report and audit is the finance company who is doing our A&P now is doing it. They are filing our annual report with the comptroller's office. We did file for an extension. The company, BST, had to work backwards so they took over at the beginning of the year, said if they are going to put their name on our 2019 information, they want to make sure the information is 100% correct. So, they are going through everything with a fine-tooth comb so when they do give it to the Comptroller's office, it is 100% correct. So that should be done any day now and as soon as it is finalized, we will get it on our website.

Privilege of the floor:

Supervisor read another correspondence from resident Lynne Bruning. Please see attached.

Supervisor Tidball: (In response to question – When did the town become aware of Amp's ownership of Oak Hill Solar 1 & 2?) I don't have an exact date. It was probably about a month and a half to two months ago. When do you think Terresa?

Attorney Bakner: I think it was February.

Supervisor Tidball: February the town was made aware by the folks at Oak Hill or Eden Renewables that Amp was taking over ownership. In regard to the FOIL submitted April 24th, 2020, the Town Clerk is not with us tonight, I will have her reach out to you. No permits have been granted at this time for Oak Hill Solar 1 & 2 beyond the sitework permit issued in December.

Folks, anybody have any comments or questions, click on the chat button and let us know.

Council Member Ganther: Yeah or raise your hand, even though there are only a few of you out there if anyone wants to make any comments.

Dianne Grant: I just wanted to say thank you to you guys for partnering with us and working with us at DVAC to help Duaneburg be a safer place.

Supervisor Tidball: Your welcome.

Council Member Potter: Your welcome. Thank you, guys.

Peter Brodie: I wrote a ten-page speech just for Roger, but I thought I would shorten it just for the sake of time today. But seriously, the members of the ambulance corp. are very grateful for the support from the Town Board. We have spent a lot of time training this year, prepping and making sure our members are safer this year in response to the pandemic and the residents of the town. We haven't had any exposures, but we are here, ready and prepared to respond and we appreciate the support. Thank you.

Supervisor Tidball: Thank you Peter. You're welcome.

Council Member Ganther: Thanks Peter. I do want to apologize, there were a couple of late additions to the meeting that I missed and did not allow you into the meeting until it was too late. I do apologize. This meeting is being recorded and will be on our website. So, you will be able to catch up and if you have any questions about anything, please just email us or call us and we will respond to any questions. Anyone else have anything? We all good.

Privilege of the Floor Closed:

Supervisor Tidball motioned, seconded by Council Member Senecal to adjourn the meeting.
Motion carried, 5 ayes

Supervisor Tidball: Ok folks. Thank you very much. I make the motion for adjournment.

Council Member Senecal: Second

Supervisor Tidball: Any discussion? Clerk 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 Potter

Council Member Potter: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Meeting Adjourned 7:28 p.m.

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday May 28, 2020 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2020

May 28, 2020

WHEREAS, pursuant to Town Law § 112, the Town Board of the Town of Duanesburg (the "Town Board") has the authority to make supplemental appropriations under certain circumstances; and

WHEREAS, the Town Board has determined that it is in the public interest to increase the amount budgeted to pay Duanesburg Volunteer Ambulance Corps ("DVAC") to provide general ambulance services within the Town during the 2020 calendar year from \$76,850 to \$163,540; and

WHEREAS, the increase in DVAC's compensation serves the public interest because it will enable DVAC to supplement its staffing with the addition of two qualified, day-time staffers; and

WHEREAS, based on the foregoing, the Town wishes to authorize a supplemental appropriation in the amount of \$86,690.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby authorizes the supplemental appropriation of \$86,690, to account for the additional funds necessary to for DVAC to retain two additional, qualified day-time staffers during the remainder of the 2020 calendar year.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 28, 2020

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

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

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION __ - 2020

May 28, 2020

WHEREAS, pursuant to General Municipal Law § 122-B, the Town may contract with a volunteer ambulance company for the provision of emergency medical and general ambulance service; and

WHEREAS, pursuant to General Municipal Law § 122-B, the Town wishes to enter into the proposed contract for general ambulance services with Duanesburg Volunteer Ambulance Corps, Inc. ("DVAC") for January 1, 2020 to December 31, 2020 (the "Emergency Medical and General Ambulance Service Contract"), attached hereto; and

WHEREAS, under the Emergency Medical and General Ambulance Service Contract, DVAC will be compensated in the amount of up to **\$252,967.87**, comprised partially by payment from the Town in the amount of \$163,540 and partially by fee collection performed by DVAC in the estimated amount of \$89,427.87.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the Emergency Medical and General Ambulance Service Contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on May 28, 2020.

Roger Tidball, Supervisor

Town Clerk / Deputy Town Clerk

Present:

Absent:

Council 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

**AGREEMENT BETWEEN TOWN OF DUANESBURG AND
DUANESBURG VOLUNTEER AMBULANCE CORPS, INC.
FOR EMERGENCY MEDICAL AND GENERAL AMBULANCE SERVICE IN THE
TOWN OF DUANESBURG**

THIS AGREEMENT, made the 29th day of May, 2020, between the **TOWN OF DUANESBURG**, 5853 Western Turnpike, Duanesburg, NY 12056 (the "Town") and **DUANESBURG VOLUNTEER AMBULANCE CORPS, INC. ("DVAC")**, a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business at 130 Cole Rd, Delanson, New York 12053 (the "Agreement");

WITNESSETH:

WHEREAS, the Town is desirous of entering into an agreement for providing emergency medical and general ambulance services including, but not limited to, Basic Life Support ("BLS") and Advanced Life Support ("ALS") (collectively, "Ambulance Services"), within the Town pursuant to the provisions of New York State General Municipal Law ("GML") § 122-b; and

WHEREAS, DVAC is desirous of furnishing Ambulance Services within the Town, under the terms and conditions set forth herein; and

WHEREAS, at a regular meeting of the Town Board of the Town of Duanesburg held on May 28, 2020, the Town duly authorized this Agreement with DVAC upon the terms and conditions set forth herein; and

WHEREAS, this Agreement has been authorized by the Board of Directors of DVAC.

NOW THEREFORE, in consideration of the mutual promises recited herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Town does contract with DVAC to furnish Ambulance Services within the Town, and DVAC agrees to furnish such Ambulance Services, subject to the following provisions:

1. TERM

This Agreement shall be effective January 1, 2020 until December 31, 2020 (the "Term"), unless otherwise extended by written agreement of the parties.

2. RENEWAL AND MODIFICATION

No provision or term of this Agreement shall be modified, amended, waived or limited except by written agreement expressly referring hereto and to the provision so modified, amended, waived or limited and signed by both parties to this Agreement.

3. OBLIGATIONS OF DVAC

DVAC will:

- 3.1 Provide Ambulance Services within the Town. DVAC will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such services and shall comply with all applicable laws and regulations including, but not limited to, the mandates of the New York State Department of Health Bureau of Emergency Medical Services and State Emergency Medical Advisory Committee, the Regional Emergency Medical Services Council of the Hudson Mohawk Valleys and Regional Emergency Medical Advisory Committee for the operation of such Ambulance Services. DVAC will arrange for ALS intercept services on an as needed basis for the Town.
 - 3.2 Provide trained and qualified persons to provide Ambulance Services in accordance with the laws of New York State, Department of Health Regulations, Protocols and Policy Statements, and Regional and DVAC protocols and procedures.
 - 3.3 Provide or arrange for the provision of Ambulance Services twenty-four (24) hours a day, seven (7) days per week for all persons requiring such services within the Town.
 - 3.4 Incur and pay for the following operating expenses:
 - Heat, lights, telephone and all other utilities in connection with DVAC's facilities;
 - General maintenance, repairs and supplies for the equipment, vehicles and housing for ambulances and meetings;
 - Replacement of medical supplies and equipment;
 - All liability insurance on the ambulance vehicles and DVAC facilities;
 - All liability, contractual liability, malpractice, workers compensation, contractual and/or errors and omissions insurance covering all members of DVAC; and
 - All training and continuing education of its members, including such certification and recertification as may be required by law.
 - 3.5 Coordinate the provision of Ambulance Services provided in the Town by other ambulance service companies and providers of emergency medical services ("EMS") as mutual aid on an as-needed basis in accordance with federal, state, regional, and DVAC protocols and policies.
-

- 3.6 Provide appropriate quarters to station personnel and to store vehicles and other equipment for use in the Town.
- 3.7 No later than July 31st of each year of the Term, provide the Town with an inventory of all property and equipment owned by or in the custody of DVAC that is utilized or intended to be utilized for the provision of Ambulance Services. For purposes of this paragraph the term "property and equipment" shall mean any item with a replacement cost in excess of \$2,000.00 dollars.
- 3.8 No later than July 31st of each year of the Term provide to the Town a listing of all cash assets of DVAC, including reserve accounts.
- 3.9 Seek fee collection from persons utilizing the Ambulance Services and account for same as more fully set forth in this Agreement. Unless otherwise directed by a lawful mandate by the Town, DVAC will seek to collect co-pays or deductibles from users of the Ambulance Service as part of Fee Collection set forth in Section 5.
- 3.10 DVAC shall provide the Town with the accounting and reporting of calls, fees collected, and other matters as required in other portions of this Agreement.
- 3.11 On an annual basis no later than November 1st of each year of the Term, DVAC will make a recommendation to the Town as to the appropriate amount of fees or charges for Ambulance Services to be considered for approval by the Town for the forthcoming year. Such recommendation shall be reasonably founded on empirical data and shall provide the anticipated usual and customary rate(s) for said Ambulance Services in the forthcoming year. The Schedule of Fees for the initial term is appended hereto as **Addendum A**.
- 3.12 Warrants that any and all of DVAC corporate or internal conditions precedent to the execution of this Agreement have been satisfied or ratified by DVAC and that the signatory of this Agreement on behalf of DVAC has the authority to execute this Agreement and to bind the corporation.
- 3.13 Keep in force its Ambulance Service Certificate and maintain compliance with the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code.

4. OBLIGATIONS OF THE TOWN

- 4.1 In consideration of DVAC successfully and fully providing the Ambulance Services for the Term, DVAC shall be compensated in the amount of up to **\$252,967.87** (the "Contract Fee"). The Contract fee shall be comprised partially of a payment from the Town (the "Town Payment Portion") and partially of fee collection performed by DVAC pursuant to Section 5 (the "Fees Collected
-

Portion"). For the Town Payment Portion, the Town shall pay **\$163,540.00** to DVAC in one lump sum or in payments as follows¹:

\$48,109.00	on or by June 15, 2020;
\$48,109.00	on or by August 1, 2020;
\$48,109.50	on or by October 1, 2020.

The Fees Collected Portion of the Contract Fee shall be raised through fee collection performed by DVAC pursuant to Section 5. Should the amount of fees collected by DVAC during the Term, plus the Town Payment Portion, exceed the Contract Fee, the excess amount shall be remitted to the Town. If the amount of fees collected by DVAC during the Term, plus the Town Payment Portion, is less than the Contract Fee, such shortfall shall be borne by DVAC. The Town is hereby relieved from the obligation to pay DVAC more than the Town Payment Portion of **\$163,540.00**.

The Contract Fee represents the present financial commitment made by Town to DVAC plus additional monies required to ensure ambulance service coverage of the Town as set forth herein through contracting for additional day-time staffing.

- 4.2 The Town shall only be responsible to DVAC for the amounts set forth in Paragraph 4.1.
- 4.3 The Town may, pursuant to General Municipal Law Section 122-b (2), formulate such rules as it deems necessary for the provision of Ambulance Services and will establish a schedule of fees or charges to be paid by such persons using the services. Such fees and charges shall conform with federal and State mandates and shall be within the range of usual and customary rates for ambulance services in the region.
- 4.4 The Town may enact such lawful resolutions as necessary to affect the intended purposes of this Agreement.
- 4.5 The Town may authorize emergency call answering and ambulance dispatching of calls originating in the Town through the appropriate dispatch center.
- 4.6 Upon request of DVAC, the Town may plow, sand, salt and/or de-ice DVAC facilities so as to enable DVAC to render Ambulance Services to the Town. The Town shall retain sole discretion regarding whether to perform such snow removal and ice removal/mitigation services. With respect to the Town's performance of snow removal and ice removal/mitigation services, DVAC will defend and indemnify the Town to fullest extent permitted by law from and against any liability

¹ Prior to the date of this agreement, the Town paid DVAC \$19,212.50 for general ambulance services during the first quarter of 2020. Thus, this amount has been subtracted from the Town Payment Portion for purposes of the schedule of remaining 2020 payments set forth in paragraph 4.1.

or claims except for liability arising out of the negligence or willful misconduct of the Town.

5. FEE COLLECTION

- 5.1 DVAC will seek fee collection from all persons utilizing the Ambulance Services.
- 5.2 DVAC, as the transporting agency, will bill patients, their insurers (including private insurers, Medicare and Medicaid) and guarantors at the usual and customary rates for the locale and as approved by the Town for the provision of Ambulance Services. Bills for services will be submitted to patients transported to or from a health care or health related facility, for properly chargeable ALS and BLS treatment, and for evaluations, assessments, and assistance that are deemed properly chargeable Ambulance Services as permitted by law. The expenses incurred for pursuing fee collection shall be borne by DVAC and subtracted from those sums received from third parties for service, including any additional costs to DVAC for providing billing services attributable to ALS billing. DVAC may contract with a vendor(s) to supply billing services and the use of such vendor shall be subject to approval by the Town. Any proposed contracts for billing services or for contractors to be retained by DVAC in order to pursue fee collection shall be subject to the approval of the Town, and Town's approval of such contracts shall not be unreasonably withheld.

6. BUDGETING

- 6.1 Prior to the fifteenth day of September of each year of the Term, DVAC will submit to the Town Supervisor for consideration by the Town Board of the Town a proposed budget for the forthcoming calendar year. The budget shall contain sufficient detail of the projected expenses, fees collected, and fund balances for the forthcoming year and be in such form as the Town may request. In addition, the proposed budget will contain a listing of the amount of fees collected through June 30 of the present calendar year and a forecast of projected fee collection through the balance of the present calendar year.

7. AUDIT AND FINANCIAL CONTROL

- 7.1 Fees collected by DVAC will be deposited in a federally insured bank account. The bank account shall be established and structured in a manner that the release of funds may only be made upon the authorization of the Town. The release of funds in a total amount less than or equal to the approved annual budgeted amount is hereby authorized pursuant to this Agreement. The release funds in excess of the approved annual budgeted amount may only be authorized upon the further express, written consent of the Town pursuant to Paragraph 2. The designated fiscal officer of the Town shall implement procedures for the accounting of fees collected by DVAC and for the release of account funds to provide for the orderly administration, disbursement, and accounting of funds from such account. The

procedures are intended to continue and may be refined or modified as the Town deems necessary or as may be required by law.

7.2 On A Monthly Basis

No later than the 15th day of each month:

7.2.1 DVAC will provide the Town with reports prepared by DVAC or its billing vendor demonstrating the number of calls generating bills, amounts billed, fees collected, accounts deemed uncollectible, and such other non-privileged financial information as the Town may require.

7.2.2 DVAC will provide the Town with copies of bank statements (with balances) and account reconciliations for the collection funds designated in Section 7.1 of this Agreement.

7.2.3 DVAC will provide the Town with copies of ambulance billing reports that include amounts billed during and the amount of fees collected during the preceding month, the amount of write-offs of uncollectable bills, if any, the percentage rate of collection in amount collected versus amount billed, and the billable call volume as a percentage of total call volume.

7.3 On An Annual Basis

No later than May 1:

7.3.1 DVAC will provide the Town with an annual summary of the number of calls and call type, collections, expenses, and other measurable deliverables as the Town may request in a format acceptable to the Town.

7.3.3 DVAC will provide the Town a copy of DVAC's (current) filed IRS Form 990 each year during the term of this Agreement. In the event that DVAC obtains an extension from the IRS to file its Form 990 beyond May 1, DVAC will provide a copy of said Form 990 to the Town as soon as possible after filing.

7.3.4 With the exception of the annual audit prepared by the certified public accountant, any reports and documentation required herein will be provided to the Town in a format either approved by or acceptable to the Town Supervisor. Nothing herein shall require or imply that DVAC is obligated to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

7.3.5 Donations made to DVAC and other sources of revenue not arising from fee collection (e.g. grants, fundraisers, memorials, monetary gifts) shall be disclosed but shall not be considered collections for purposes of this Section.

8. INDEMNITY

To the fullest extent permitted by law, DVAC will defend, indemnify and hold harmless the Town in any claim for personal injuries including death, damage to persons or property, misappropriation of funds, injunctive relief or administrative enforcement arising out of DVAC's operations, actions, or obligations under the Agreement. To the fullest extent permitted by law, the Town will indemnify and hold harmless DVAC in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of the Town's operations, actions, or obligations under this Agreement.

9. INSURANCE

9.1 DVAC shall purchase and maintain in full force and effect insurance policies with the following limits of insurance:

9.1.1 Commercial General Liability (GCL) / Professional Health Care Liability

Commercial General Liability / Professional Health Care Liability with limits not less than \$1,000,000 per occurrence or medical incident, \$10,000,000 general aggregate and products / completed operations aggregate for each occurrence or medical incident.

The Town shall be included as Additional Insured. Additional Insurance coverage shall apply on a primary and not contributory basis.

9.1.2 Management Liability

Each offense or Wrongful Act - \$1,000,000 / \$10,000,000 aggregate.
Defense Expense for Injunctive Relief - \$50,000

9.1.3 Automobile Liability

Business Automobile Liability with a combined single limit of not less than \$1,000,000 limit per accident, including owned, non-owned, leased, and hired vehicles. Volunteers / Employees must be identified as insured under non-owned automobiles.

The Town shall be included as Additional Insured on a primary and not contributory basis.

9.1.4 Umbrella / Excess Liability

Umbrella / Excess Liability with limits not less than \$10,000,000 per occurrence / \$10,000,000 annual aggregate -- excess over automobile, general liability, professional health care liability, and management liability.

Umbrella Liability must include the Town as Additional Insured.

Umbrella / Excess Liability shall apply on a primary and not contributory basis.

9.1.5 Workers Compensation and Employers Liability

Employers Liability Insurance with limits not less than \$500,000 Each Accident for bodily injury by an accident and \$500,000 Each Employee for injury by disease.

- 9.2 All insurance required herein must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best rating form A- to A+ or better.
- 9.3 Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the Town must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal coverage.
- 9.4 Waiver of Subrogation. All policies must include a Waiver of Subrogation against the Town for general liability professional health care liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.
- 9.5 Evidence of Insurance. DVAC shall furnish the Town a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, setting out the compliance with the insurance requirements set forth above. Certificates of Insurance must indicate the amounts of any and all deductibles. A copy of the Additional Insured Endorsement(s) must be provided to the Town. Neither failure to provide such certificate nor the failure of the Town to request such certificate shall be deemed to be a waiver of DVAC's obligation to provide evidence of such insurance coverages.
- 9.2 All liability insurance policies procured and maintained by DVAC protecting against claims arising out of the operations, actions, or obligations of DVAC in providing Ambulance Services or related services arising directly or indirectly therefrom shall name the Town as an additional insured.
- 9.3 DVAC shall be responsible for providing workers' compensation insurance and or Volunteer Ambulance Workers' Benefit Insurance coverage for its employees. TOWN is not

responsible for paying for and/or providing Volunteer Ambulance Workers' Benefit Insurance to any DVAC personnel above any amounts paid to DVAC by TOWN as set forth above.

10. NO WAIVER

The failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other existing, or subsequent, breach.

11. TERMINATION

- 11.1 Either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party.
- 11.2 Either party may terminate this Agreement for material breach upon (30) days written notice to the other party.
- 11.3 Upon termination, the pro-rated amount of the Contract Fee previously paid by the Town for the balance of the Term after the effective date of the termination will be reimbursed to the Town by DVAC. If, upon the effective date of termination, the Town owes DVAC payment for Ambulance Services rendered through date of termination, such payment will be made by the Town to DVAC within thirty (30) days of the effective date of termination.

12. ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, DVAC is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person without the previous consent in writing of the Town.

13. NOTICE

All notices, offers and communications required or permitted by this Agreement shall be made in writing and shall be deemed given when personally delivered to a party, or mailed by certified mail, return receipt requested, addressed as follows:

To the Town:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, New York, 12056

With a copy to:

Terresa M. Bakner, Esq.
Whiteman Osterman & Hanna, LLP
One Commerce Plaza, Suite 1900
Albany, New York, 12260

To DVAC:

Duanesburg Volunteer Ambulance Corps
P.O. Box 130
Delanson, New York, 12053

With a copy to:

Timothy Hannigan, Esq.
Hannigan Law Firm, PLLC
388 Kenwood Avenue
Delmar, New York 12054

By notice given pursuant to this paragraph, either party may designate any further or different address to which subsequent notices, offers or other communications shall be sent.

14. SEVERABILITY

To the extent permitted by law, if any provision of this Agreement is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

15. VENDOR STATUS

DVAC is a vendor to the Town. DVAC is neither an agent nor a department of the Town. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

16. MISCELLANEOUS

16.1 This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition or representation other than for which is expressly provided in this Agreement.

ADDENDUM A – SCHEDULE OF FEES
JUNE 1, 2020-DECEMBER 31,2020

ALS CHARGES

ALS TRANSPORT LEVEL 1	\$1,054.25
ALS TRASPORT LEVEL 2	\$1,082.39

BLS CHARGES

BLS REFUSAL – MVA	\$112.55
BLS EMERGENCY TRANSPORT	\$716.60
BLS NON-EMERGENCY TRANSPORT	\$390.88
MILEAGE (loaded)	\$13.51

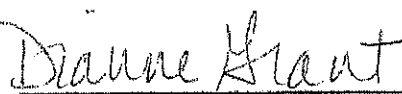
16.2 This Agreement shall be subject to the laws of the State of New York.

16.3 The captions and section heading used in this Agreement are for reference related purposes only to aid the reader and are without substantive effect to the terms that follow thereafter.

TOWN OF DUANESBURG

By: 
Roger Tidball, Supervisor

**DUANESBURG VOLUNTEER
AMBULANCE CORPS, INC.**

By: 
Dianne Grant, Chairperson

Motion to accept the resignation of Phil Sexton
as Planning Board Chair.

Motion to appoint Jeff Schmitt as Planning
Board Chair.

Lynne Bruning
P.O. Box 222
Delanson, NY 12053
lynnebruning@gmail.com
720-272-0956

May 27, 2020

Hon. Chair John B. Rhodes
New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350

Re: Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC, Duanesburg (T), Schenectady County

Dear Chairman Rhodes and Members of the Commission;

I am the adjacent property owner sharing a 2,500 foot property line to the east of Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC (the "Project") located at 13686 and 13590 Duanesburg Road, Delanson, New York in the Town of Duanesburg, Schenectady County.

October 15, 2019 Susan Biggs and I filed an Article 78 in Schenectady County (Index Number 2019-2217) against developer Eden Renewables, LLC, landowner Richard Murray and Duanesburg Planning Board concerning the Project. On April 15, 2020 our counsel, Douglas H. Zamelis Esq, informed New York State Energy Research and Development Authority that they had awarded funds totaling \$7,713,456.00 based upon representations by Eden Renewable, LLC which are not in alignment with the Project size, capacity and storage as approved by Town of Duanesburg Planning Board.

On April 24, 2020 New York State Department of Public Service (the "Department") Document and Matter Management ("DMM") case number 17-02275 documents show the Project to be compliant thus approving owner/operator Amp, 1550 Wewatta Street 4th Floor, Denver, Colorado 80202, as a provider of distributed energy resources ("DER"), the two letters are attached as Exhibit "A". Amp's February 28, 2020 submissions to DMM case number 17-02273

document "New York Community Distributed Generation Disclosure Form" represents each plant's "estimated size of the system as 7,500kWdc" for a combined total of 15MW attached as Exhibit "B". This correspondence clarifies that the combined capacity and size of the Project approved by the Town of Duanesburg Planning Board is 10MW on +/- 65.8 acres with no battery storage.

September 19, 2019 the Duanesburg Planning Board approved "Resolution Approving Special Use Permit and Subdivision and Site Plan Approval for the Eden Renewables Oak Hill Solar Energy Projects - 1206 Oak Hill Road" (the "Local Approval Resolution"), a copy of which is attached herewith as Exhibit "C", approved two 5MW Projects, for a combined generation capacity of 10MW on +/- 91.34 acres with no mention of review or approval of battery storage.

Because I brought to the Duanesburg Planning Board's attention the discrepancy in acreage between the Local Approved Resolution and the "Proposed Site Plan for Oak Hill Solar 1&2, Sheets 1 through 11" dated February 8, 2019 (the "Approved Site Plan") prepared by Environmental Design Partnership, LLC resubmitted to the Duanesburg Planning Board on June 6, 2019, Exhibit "D", the Local Approval Resolution was amended by resolution embodied in the minutes of the Duanesburg Planning Board's October 17, 2019 meeting, a copy of which is attached herewith as Exhibit "E", which sets forth the correct 'coverage' for the Projects as "32.8" acres and "33 acres" for a combined total of 65.8 acres.

The Duanesburg Planning Board therefore approved two solar projects with a combined generation capacity of 10 MW to cover a combined +/- 65.8 acres with no battery storage.

By way of further support that DMM case number 17-02273 documentation for the Project is not in alignment with the Approved Local Resolution Amp's January 17, 2020 submissions "Additional Customer Outreach 5", Exhibit "F", depicts the Project with a significantly different layout than the Approved Site Plan and "Additional Customer Outreach 11", Exhibit "G", represent a layout for "Elmbrook Solar Farm New York" not Oak Hill Solar 1 & 2.

I request that this matter be investigated, and if the Department determines that the Projects do not satisfy their contingencies of distributed energy generators, that it revoke Amp's Oak Hill Solar 1 and Oak Hill Solar 2 compliant designation as appropriate.

If anything different is constructed than what the Local Approved Resolution permits then Susan Biggs and I reserve the right to pursue legal action.

Thank you very much for the Departments careful consideration of this important matter.

Regards,

Lynne Bruning

cc:

Hon. Letitia James, NYS Attorney General

Hon. Letizia Tagliafierro, NYS Inspector General

Hon. Thomas DiNapoli, NYS Comptroller

Hon. Rodger Tidball, Supervisor, Town of Duanesburg

Teresa M. Bakner, Esq., Counsel to Town of Duanesburg

Daniel A Spitzer, Esq., Counsel to Eden Renewables LLC

Jared Donald, Amp, owner/operator Oak Hill Solar 1 & 2 LLC

Douglas H. Zamelis, Esq, Counsel to Susan Biggs and Lynne Bruning

Enc: Exhibits A - G

EXHIBIT

A



Department of Public Service

Public Service Commission

John B. Rhodes
Chair and
Chief Executive Officer

Diane X. Burman
James S. Alesi
Tracey A. Edwards
John B. Howard
Commissioners

Thomas Congdon
Deputy Chair and
Executive Deputy

Robert Rosenthal
General Counsel

Michelle L. Phillips
Secretary

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

April 24, 2020

Ms. Nicole LeBlanc
Amp. Energy
1550 Wewatta Street, 4th FL
Denver, CO 80202

RE: 2020 Annual Compliance – Oak Hill Solar 1, LLC

Hello LeBlanc,

Thank you for your recent submittal pursuant to Section 3F of the New York State DPS's Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS). This letter is to inform you that the documentation submitted has been reviewed by DPS Staff and determined to be in compliance with the UBP-DERS.

Be advised that to maintain your DERS eligibility, and per the UBP-DERS, you must notify Staff of any contact changes, material, legal, financial or business-related changes to your company as they occur. If your business plan changes or you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using third-party vendors to provide DER related services (e.g., EDI, marketing), the DER Supplier remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518)474-5858 or Kathleen.O'Riley@dps.ny.gov.

Sincerely,

Office of Consumer Services



**Department of
Public Service**

Public Service Commission
John B. Rhodes
Chair and
Chief Executive Officer

Diane X. Burman
James S. Alesi
Tracey A. Edwards
John B. Howard
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Thomas Congdon
Deputy Chair and
Executive Deputy

Robert Rosenthal
General Counsel

Michelle L. Phillips
Secretary

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

April 24, 2020

Ms. Nicole LeBlanc
Amp.Energy
1550 Wewatta Street, 4th FL
Denver, CO 80202

RE: 2020 Annual Compliance – Oak Hill Solar II, LLC

Dear Ms. LeBlanc,

Thank you for your recent submittal pursuant to Section 3F of the New York State DPS's Uniform Business Practices for Distributed Energy Resource Suppliers (UBP-DERS). This letter is to inform you that the documentation submitted has been reviewed by DPS Staff and determined to be in compliance with the UBP-DERS.

Be advised that to maintain your DERS eligibility, and per the UBP-DERS, you must notify Staff of any contact changes, material, legal, financial or business-related changes to your company as they occur. If your business plan changes or you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using third-party vendors to provide DER related services (e.g., EDI, marketing), the DER Supplier remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518)474-5858 or Kathleen.O'Riley@dps.ny.gov.

Sincerely,

Office of Consumer Services

EXHIBIT

B

New York Community Distributed Generation DISCLOSURE FORM

Provider Information	Name: Oak Hill Solar 1 LLC Address: 1550 Wewatta St., 4th Floor, Denver, CO 80202 Phone: 303-653-9805 Email: communitysolar@amp.energy
Customer Information	Name: _____ Email Address: _____ Service Address: _____ Mailing Address: _____ Electric Distribution Utility: By executing this Agreement, you warrant that you are a non-demand metered residential or commercial electric customer. Demand metered customers must execute an Anchor Commercial Customer Agreement. Any demand metered customer that incorrectly executes a Mass Market Customer Agreement will be liable for an Event of Default and liable for the full amount of monetary damages incurred as a result of the default, including all reasonable costs to find a replacement customer, legal, broker, and other fees, and the portion of the value of VDER Credits that are generated, unallocated, or forfeited as a result of your early termination.
Overview	This document describes the key terms of Your Community Solar Subscription Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees and Charges	Upfront payment: \$0 The Subscription Rate during the Initial Term is a fixed ten percent (10%) discount to the Value of Distributed Energy Resource ("VDER") credits allocated to You monthly from the System and received as monetary credit on Your utility bill. The VDER credit will vary monthly based on the kilowatt hour production of the System and the VDER credit rate as established by Your Utility and the New York State Public Service Commission. Though the amount of the VDER credit will vary month to month. Fees: For non-demand metered residential and commercial customers, Early Termination Fee of \$200 as described in Section 27 of Agreement. Late payment fee 1.5% or as may be required by applicable law.
Project Location and Customer Allocation	System Location: 13590 Duanesburg Road, Delanson, NY 12053 Approximate Interconnection Date: [DATE, 2020] Estimated Size of System in kilowatts DC (kWdc): 7,500 Portion of the System Assigned to You: _____ %

Length of Agreement and Renewal	<p>The initial term of Your contract is _____ years.</p> <p>Renewal Terms for Your contract are described in Section 9.</p>
Early Termination	<p>For non-demand metered residential and commercial customers, if You cancel Your contract early, You will be charged an Early Termination Fee of \$200 as described in Section 27 of the Agreement, unless You otherwise qualify for waiver of the Early Termination Fee pursuant to the conditions outlined in Section 27.</p>
Estimated Benefits	<p>System Producing kWh and VDER credits: The System is estimated to provide _____ kWh to You in the first year of operation which are converted to VDER credits.</p> <p>The VDER credits allocated to You will result in monetary credits on Your Utility bill for which You will pay ninety percent (90%) of the VDER credits received by You.</p> <p>Your Subscription Rate will be the ten percent (10%) guaranteed savings to the VDER credits received by You and applied to Your Utility bill.</p>
Guarantees	<p>You will receive ten percent (10%) guaranteed savings to the VDER credits received by You and applied to Your Utility bill.</p> <p>This contract does not guarantee a minimum level of System performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>We may request data, such as your historical usage, from Your Utility in order to determine your subscription level. You agree to permit Us to request data from Your local utility regarding Your account and electricity usage. We will not release this information to any unaffiliated entity without Your consent. See Section 18.</p>
Right to Cancel Without Penalty	<p>For residential customers or customers solicited via door-to-door sales, You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Oak Hill Solar 1 LLC. See warranty under Customer Information above.</p>
Customer Rights	<p>If You have inquiries or complaints that the Provider is unable to resolve, You have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>
Preparer Name and Contact Information	<p>Subscription Agent: Dana Miller Phone: 720-387-0293 E-Mail: communitysolar@amp.energy</p>

Signature of Provider Representative: _____ Date: _____

Signature of Customer: _____ Date: _____

New York Community Distributed Generation DISCLOSURE FORM

Provider Information	Name: Oak Hill Solar 2 LLC Address: 1550 Wewatta St., 4th Floor, Denver, CO 80202 Phone: 303-653-9805 Email: communitysolar@amp.energy
Customer Information	Name: _____ Email Address: _____ Service Address: _____ Mailing Address: _____ Electric Distribution Utility: By executing this Agreement, you warrant that you are a non-demand metered residential or commercial electric customer. Demand metered customers must execute an Anchor Commercial Customer Agreement. Any demand metered customer that incorrectly executes a Mass Market Customer Agreement will be liable for an Event of Default and liable for the full amount of monetary damages incurred as a result of the default, including all reasonable costs to find a replacement customer, legal, broker, and other fees, and the portion of the value of VDER Credits that are generated, unallocated, or forfeited as a result of your early termination.
Overview	This document describes the key terms of Your Community Solar Subscription Agreement. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.
Price, Fees and Charges	Upfront payment: \$0 The Subscription Rate during the Initial Term is a fixed ten percent (10%) discount to the Value of Distributed Energy Resource ("VDER") credits allocated to You monthly from the System and received as monetary credit on Your utility bill. The VDER credit will vary monthly based on the kilowatt hour production of the System and the VDER credit rate as established by Your Utility and the New York State Public Service Commission. Though the amount of the VDER credit will vary month to month. Fees: For non-demand metered residential and commercial customers, Early Termination Fee of \$200 as described in Section 27 of Agreement. Late payment fee 1.5% or as may be required by applicable law.
Project Location and Customer Allocation	System Location: 13590 Duanesburg Road, Delanson, NY 12053 Approximate Interconnection Date: [DATE, 2020] Estimated Size of System in kilowatts DC (kWdc): 7,500 Initial Portion of the System Assigned to You: _____%

Length of Agreement and Renewal	<p>The initial term of Your contract is _____ years.</p> <p>Renewal Terms for Your contract are described in Section 9.</p>
Early Termination	<p>For non-demand metered residential and commercial customers, if You cancel Your contract early, You will be charged an Early Termination Fee of \$200 as described in Section 27 of the Agreement, unless You otherwise qualify for waiver of the Early Termination Fee pursuant to the conditions outlined in Section 27.</p>
Estimated Benefits	<p>System Producing kWh and VDER credits: The System is estimated to provide _____ kWh to You in the first year of operation which are converted to VDER credits.</p> <p>The VDER credits allocated to You will result in monetary credits on Your Utility bill for which You will pay ninety percent (90%) of the VDER credits received by You.</p> <p>Your Subscription Rate will be the ten percent (10%) guaranteed savings to the VDER credits received by You and applied to Your Utility bill.</p>
Guarantees	<p>You will receive ten percent (10%) guaranteed savings to the VDER credits received by You and applied to Your Utility bill.</p> <p>This contract does not guarantee a minimum level of System performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>We may request data, such as your historical usage, from Your Utility in order to determine your subscription level. You agree to permit Us to request data from Your local utility regarding Your account and electricity usage. We will not release this information to any unaffiliated entity without Your consent. See Section 18.</p>
Right to Cancel Without Penalty	<p>For residential customers or customers solicited via door-to-door sales, You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Oak Hill Solar 2 LLC. See warranty under Customer Information above.</p>
Customer Rights	<p>If You have inquiries or complaints that the Provider is unable to resolve, You have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>
Preparer Name and Contact Information	<p>Subscription Agent: Dana Miller Phone: 720-387-0293 E-Mail: communitysolar@amp.energy</p>

Signature of Provider Representative: _____ Date: _____

Signature of Customer: _____ Date: _____

EXHIBIT

C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michael Harris
Joshua Houghton

✓
✓

EXHIBIT

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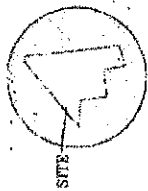
PROPOSED SITE PLAN FOR

OAK HILL SOLAR 1&2

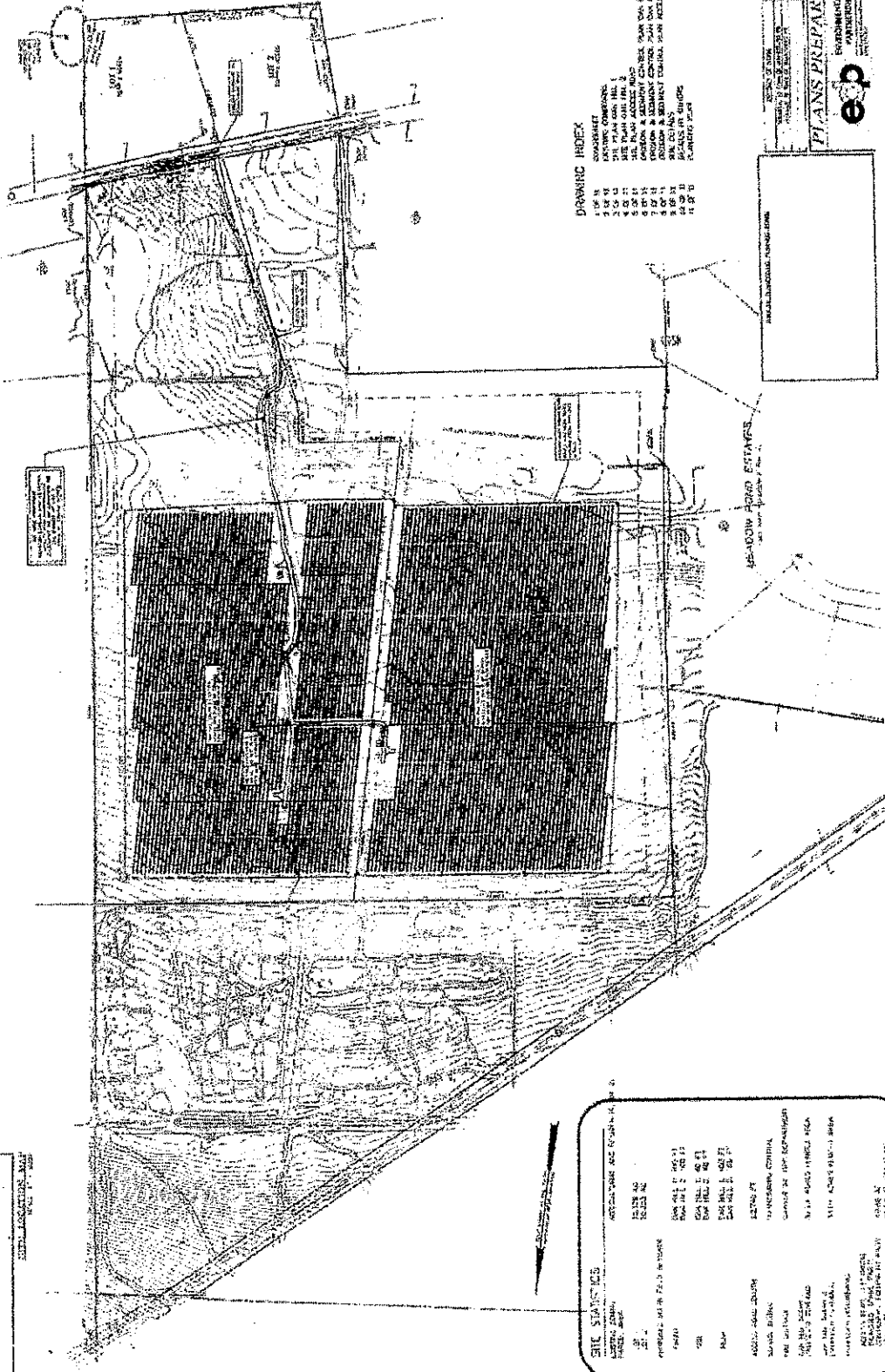
APPLICANT:

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

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



SCALE: 1" = 100'



DRAWING INDEX

- 1 OF 11 COVER SHEET
- 2 OF 11 EXISTING CONDITIONS
- 3 OF 11 SITE PLAN OAK HILL 1
- 4 OF 11 SITE PLAN OAK HILL 2
- 5 OF 11 SITE PLAN ACCESS ROADS
- 6 OF 11 PROPOSED & EXISTING UTILITIES
- 7 OF 11 PROPOSED & EXISTING UTILITIES
- 8 OF 11 PROPOSED & EXISTING UTILITIES
- 9 OF 11 PROPOSED & EXISTING UTILITIES
- 10 OF 11 PROPOSED & EXISTING UTILITIES
- 11 OF 11 PROPOSED & EXISTING UTILITIES

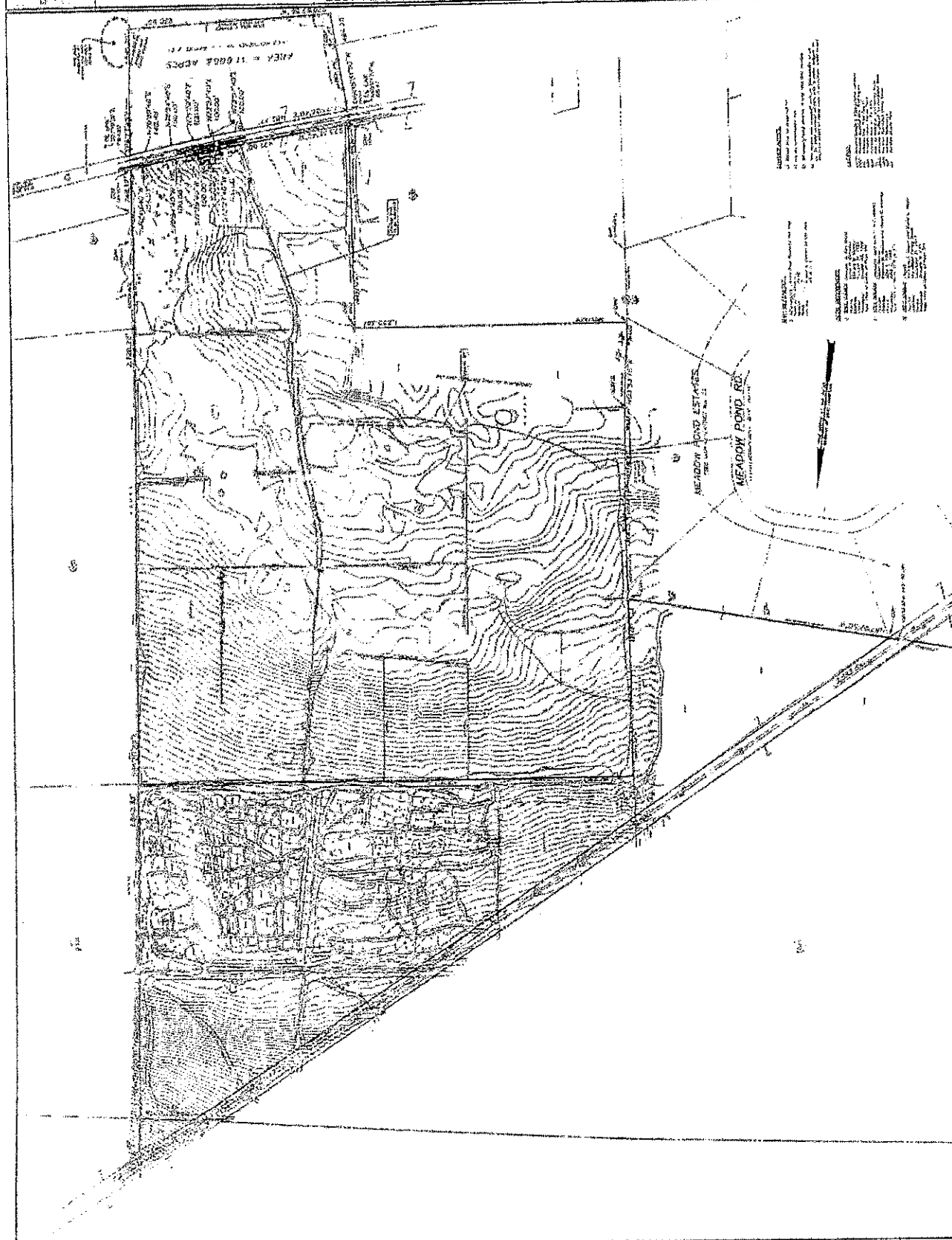
US-AQUA POWER SYSTEMS

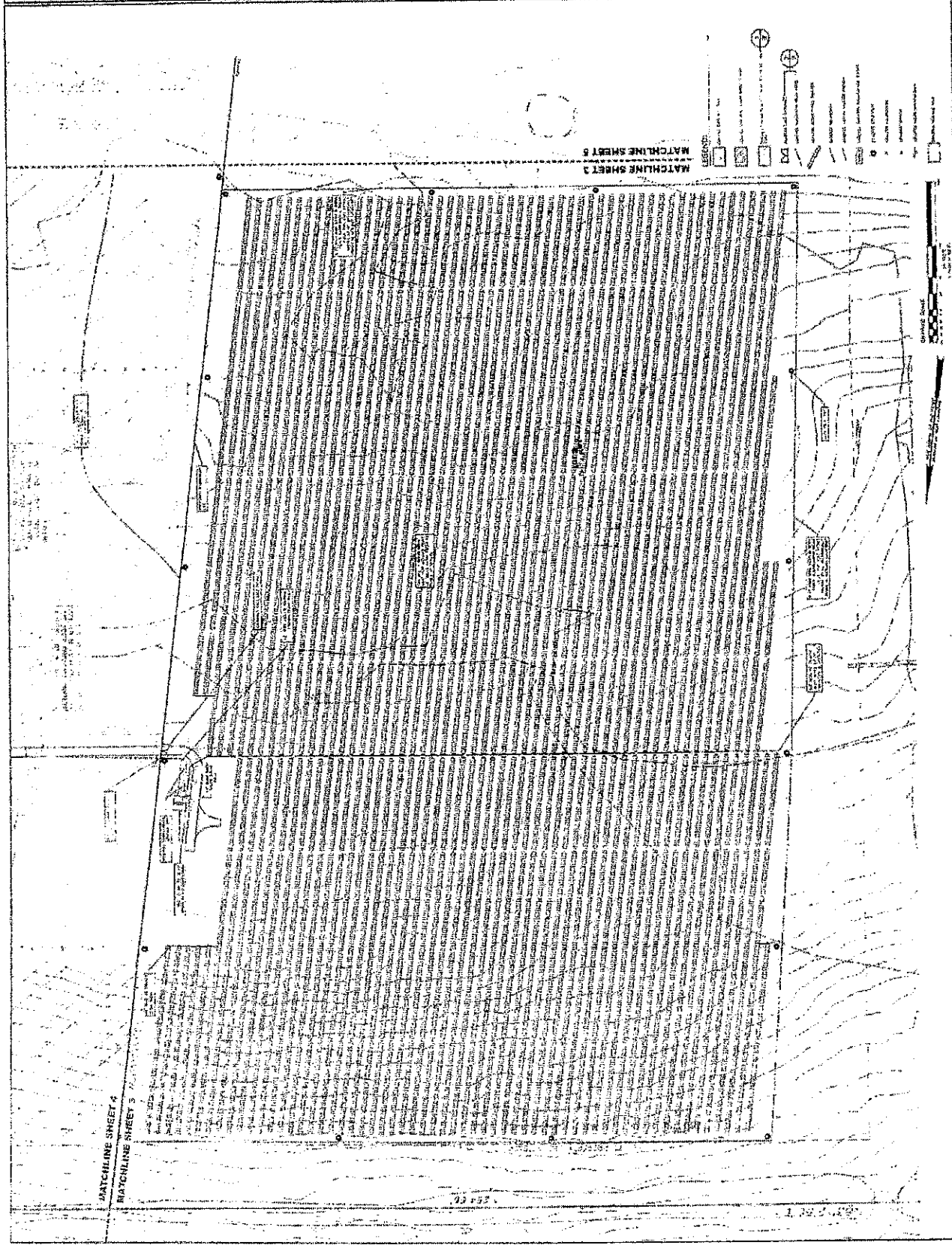
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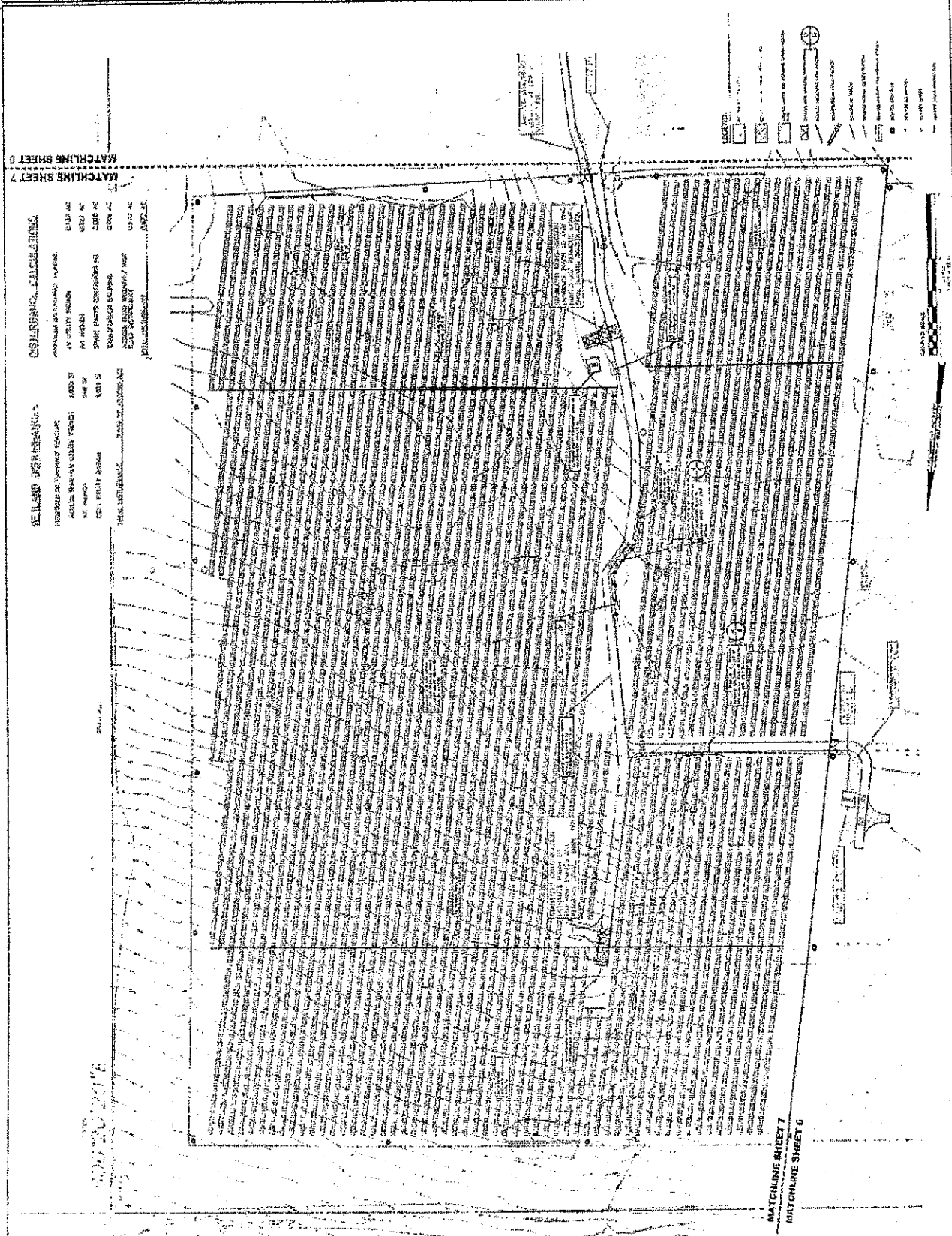
PLANS PREPARED BY:

ENVIRONMENTAL DESIGN
PARTNERSHIP, LLC









RELAND ACQUISITION

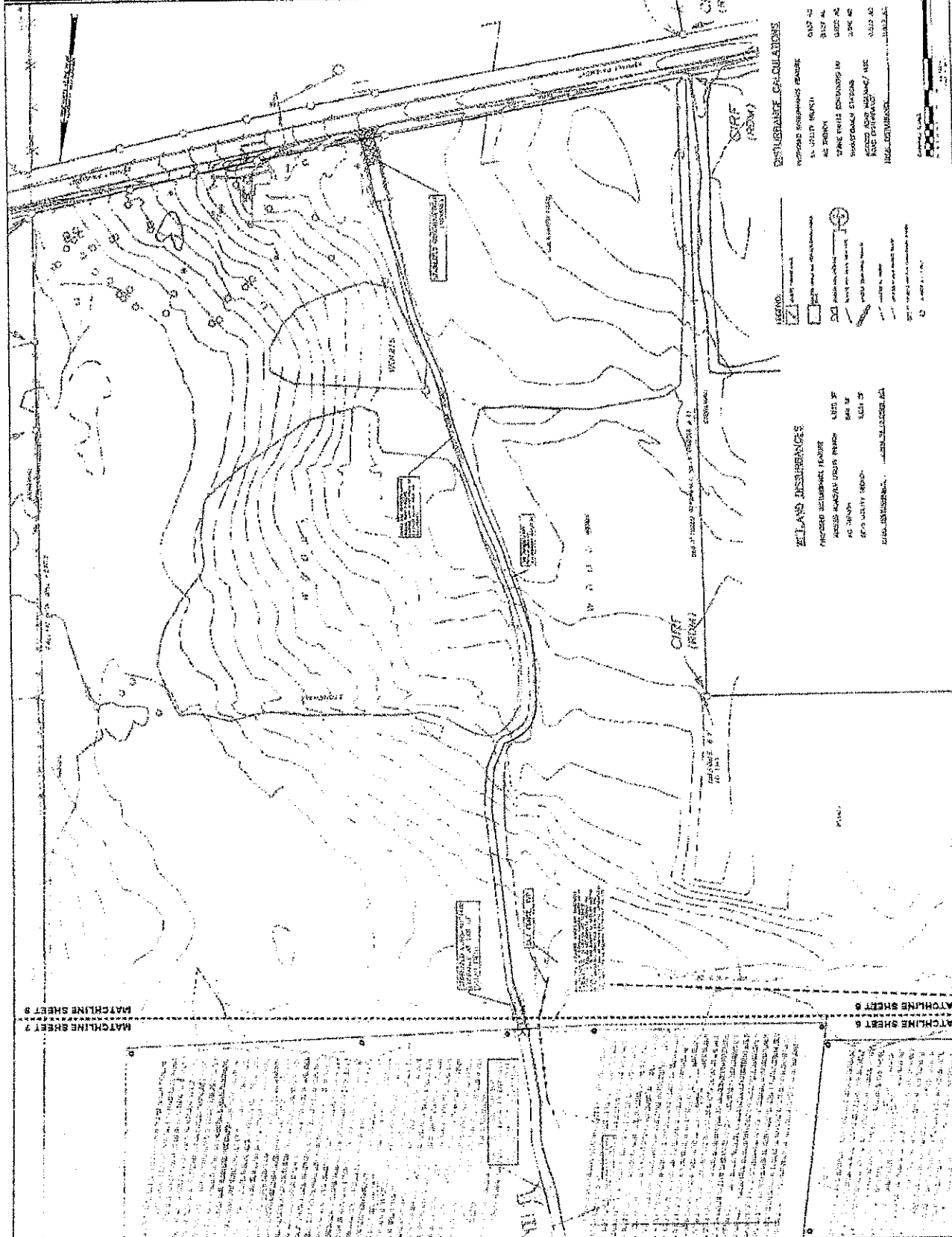
ACQUISITION	DATE	AMOUNT	REMARKS
182-001-001	11/01/2017	182-001-001	182-001-001

CONCRETE CALCULATIONS

ITEM	UNIT	AMOUNT	REMARKS
182-001-001	182-001-001	182-001-001	182-001-001

MATCHLINE SHEET 7
 MATCHLINE SHEET 8

MATCHLINE SHEET 7
 MATCHLINE SHEET 6



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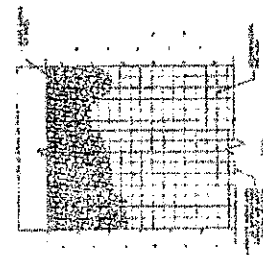
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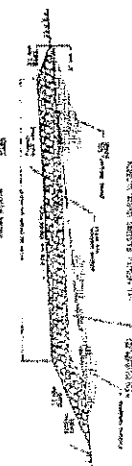
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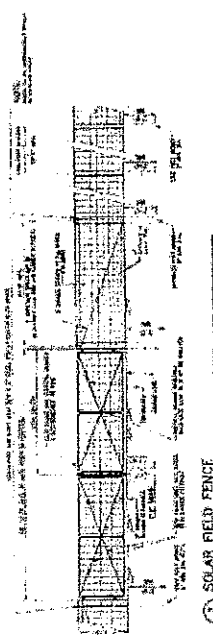
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 5. 5. The fifth step is to analyze the data and draw a conclusion.
 6. 6. The sixth step is to communicate the results.
 7. 7. The seventh step is to repeat the experiment to verify the results.
 8. 8. The eighth step is to publish the results.
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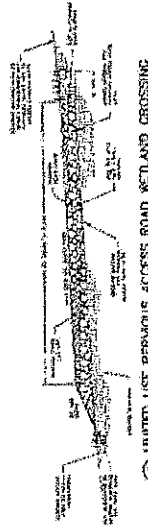
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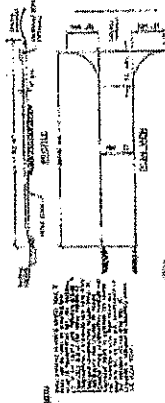
UNITED LIFE PERUVIAN SOLAR ACCESS ROAD



SOLAR FIELD FENCE



④ LIMITED USE PERVIOUS ACCESS ROAD WETLAND CROSSING
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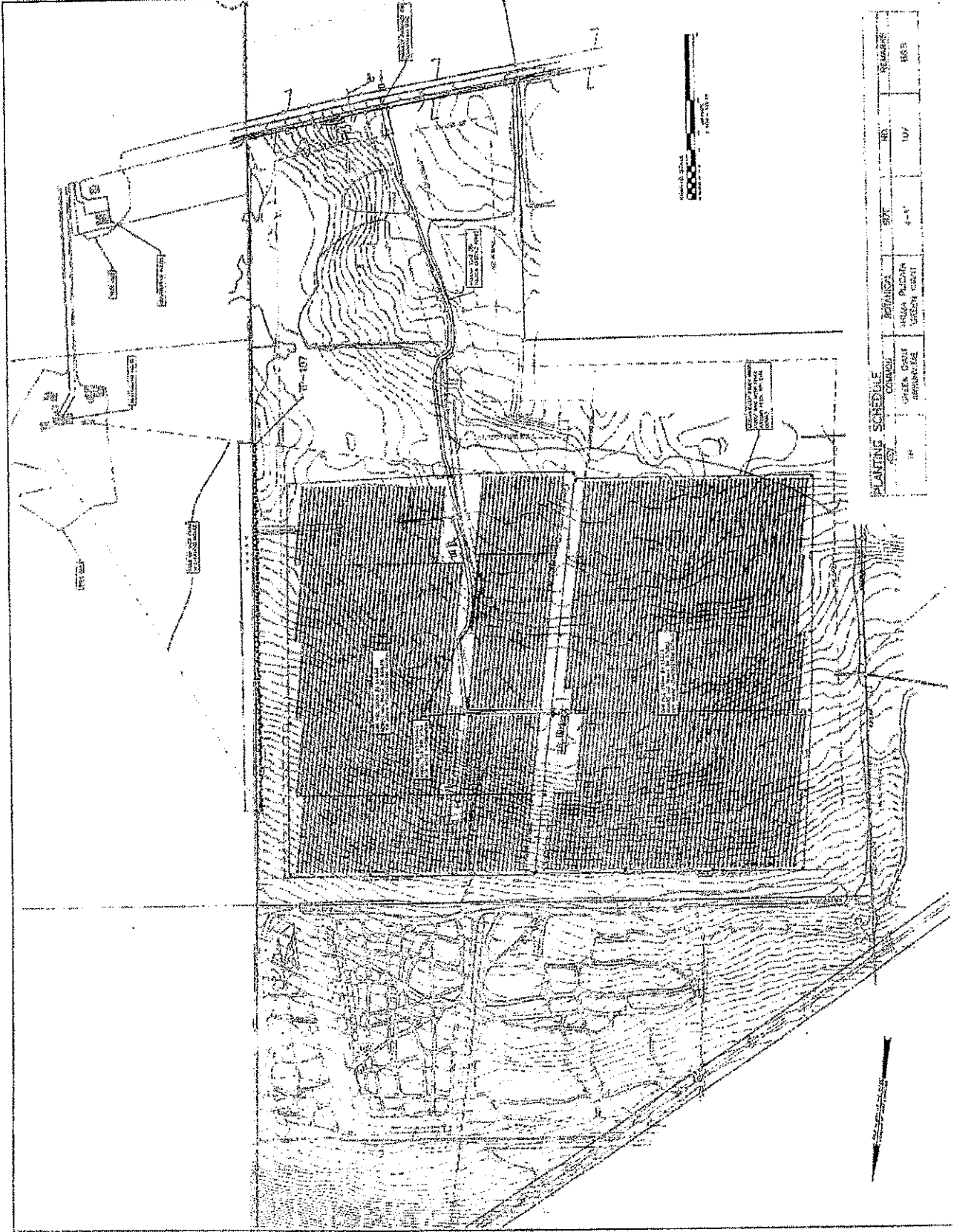


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STARTED CONSTRUCTION ENTRANCE



PLANTING SCHEDULE		DISTANCE		SPR	HEI	REMARKS
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EXHIBIT

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



TOWN OF DUANESBURG
SCHENECTADY COUNTY

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

Town of Duanesburg
Planning Board Minutes
October 17th, 2019
Final Copy

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

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

PLEDGE OF ALLEGIANCE:

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

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

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

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

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

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

SKETCH PLAN REVIEW:

PUBLIC HEARINGS:

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

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

Over→

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

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

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

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

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

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

New Business:

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

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

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

Old Business:

None

Sketch Plan Review:

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

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

OTHER:

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

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

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

MINUTES APPROVAL:

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

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

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

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

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

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

ADJOURNMENT:

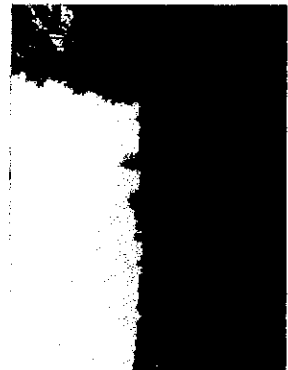
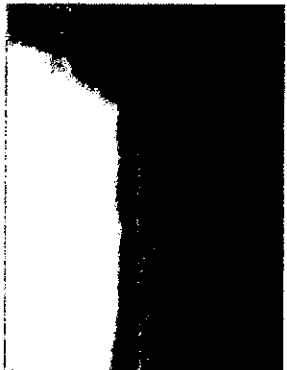
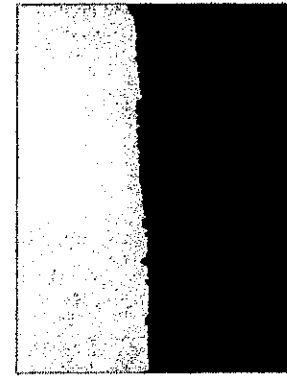
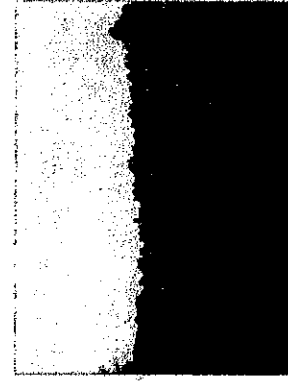
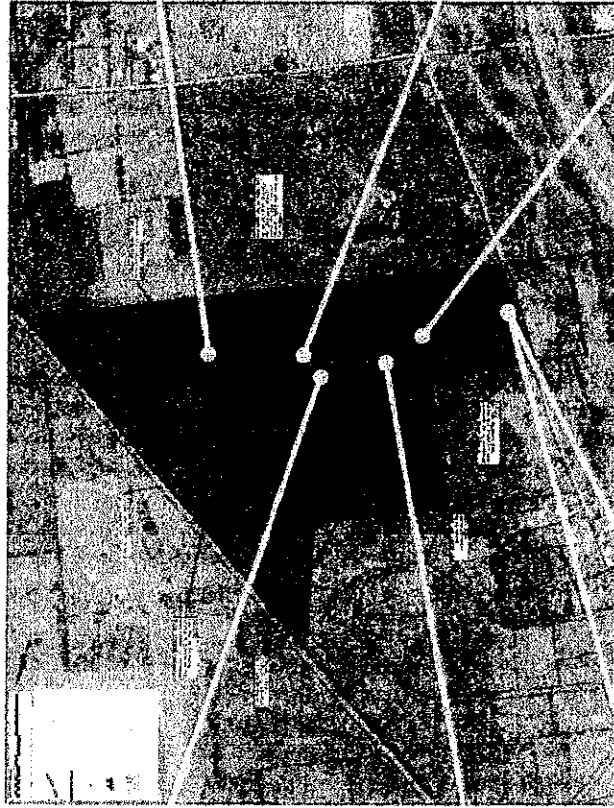
Harris/Novak made the motion to adjourn at 7:50pm.

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

EXHIBIT

F

THE SITE IS NATURALLY WELL-SCREENED



EXHIBIT

G



These will be located around the perimeter of the site to encourage bats to roost and birds to nest.



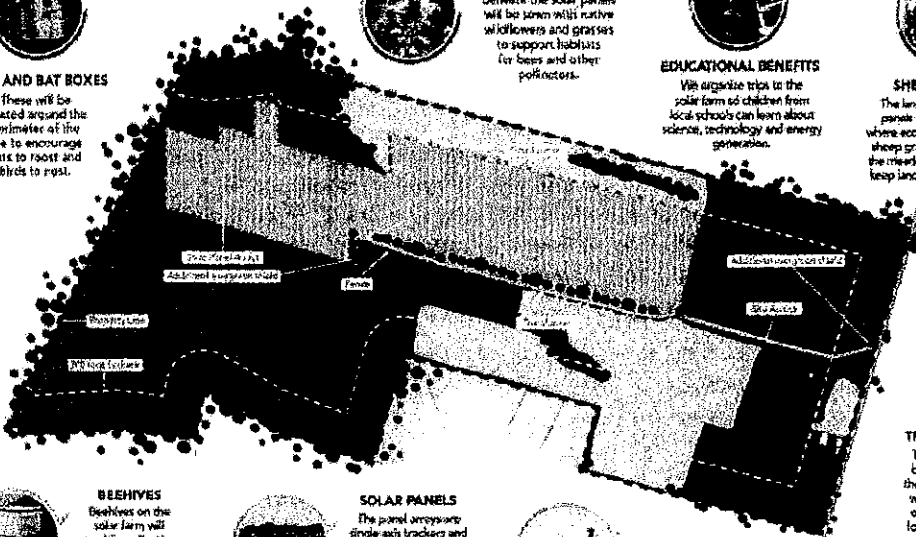
The land around and beneath the solar panels will be sown with native wildflowers and grasses to support habitats for bees and other pollinators.



We organise trips to the solar farm so children from local schools can learn about science, technology and energy generation.



The land around the solar panels will be maintained where economically feasible by sheep grazing in winter; after the minkows have seeded, to keep land in food production.



Beehives on the solar farm will provide pollination services to support local farmers and agriculture.



The panel arrays are single-axis trackers and will generate enough clean power for the equivalent of over 1,225 homes.



Traditional guard housing and perimeter CCTV cameras will be used around the perimeter of the site to maintain security.



Trees and hedges will be added to reinforce the screening of the site, which will also provide excellent connectivity, foraging and shelter for wildlife.

PO Box 160
Quaker Street, NY 21241

Supervisor Rodger Tidball and Town Board
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

May 28, 2020

Dear Supervisor Tidball,

Please include my Privilege of the Floor statement and supporting documents in the official record of tonight's Town Board meeting minutes.

Thank you for including Douglas H. Zamelis, Esq April 15, 2020 correspondence and exhibits to New York State Energy Research and Development Authority in the Town Board's May 14, 2020 official record of the minutes.

As of today the Town website lists 2012 thru 2018 Year End Annual Report.
NYS Comptroller webpage <http://www1.osc.state.ny.us/auditsearch/auditsearch.cfm> does not list any information for the Town of Duanesburg. Please see attached screen shot of webpage.
What is the status of the 2019 Town of Duanesburg Annual Report and current audit?

Please include my May 27, 2020 correspondence and exhibits to Public Service Commission inquiring into Amp's owner/operator status of Oak Hill Solar 1 & 2 located at 13590 Duanesburg Road. **When did the Town become aware of Amp's ownership of Oak Hill Solar 1 & 2?**

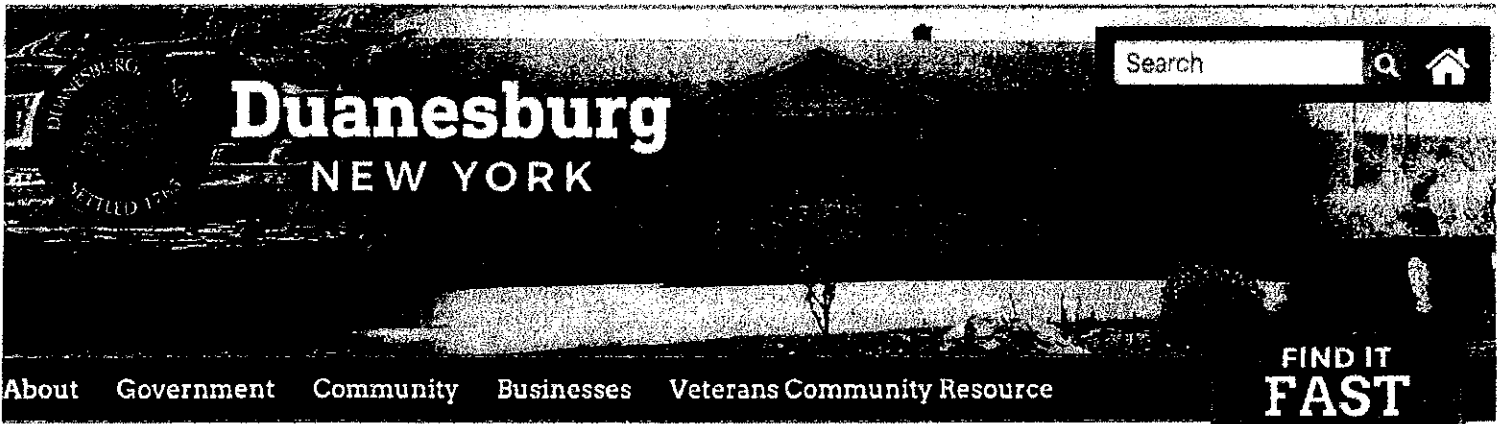
April 24, 2020 I submitted a Freedom of Information Request and the Town Clerk confirmed receipt on the same day. **When do you anticipate that this information will be available?**

Please accept my FOIL for information concerning Oak Hill Solar 1 & 2 for April 23 thru May 28, 2020.

Has the Town issued construction permits for Oak Hill Solar 1 & 2 beyond the site work permit issued December 2020?

Thank you for your time and assistance.

Regards,
Lynne Bruning
720-272-0956
lynnebruning@gmail.com



2012 Year End Annual Report
2013 Year End Annual Report
2014 Year End Annual Report
2015 Year End Annual Report
2016 Year End Annual Report
2017 Year End Annual Report
2018 Year End Annual Report
2020 Final Budget
Town Board Meeting Videos
Town Budgets

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2020 Town Board Meeting Agendas

Zoom Town Board Meeting Agenda May 28, 2020
May 28, 2020 - 7:00pm

Zoom Town Board Meeting Agenda May 14, 2020
May 14, 2020 - 7:00pm

April 23, 2020
April 23, 2020 - 7:00pm

April 9, 2020
April 9, 2020 - 7:00pm

March 12, 2020
March 12, 2020 - 7:00pm


February 27, 2020
February 28, 2020 - 1:43pm

February 13, 2020

Dayton, Town
 Deer Park, School
 Deerpark, Town
 DeKalb, Town
 Delaware, County
 Delaware, School
 Delaware-Chenango-Madison-Otsego, School
 Delavan, Fire
 Delhi, Statewide/Regional, Town
 Delhi, Village
 Depew, School
 Depew, Village
 DePeyster, Town
 Deposit, School
 Deposit, Statewide/Regional, School
 Deposit, Town
 Deposit, Village
 DeRuyter, School
 Dickinson, Town
 Discovery, School
 Dobbs Ferry, School
 Dolgeville, School
 Dover, School
 Dover, Town
 Downsville, School
 Downsville, Statewide/Regional, School
 Dresden, Town
 Dryden, School
 Dryden, Statewide/Regional, School
 Dryden, Statewide/Regional, Town
Duanesburg, School
 Dundee, School
 Dunham, Lib
 Dunkirk, School
 Dutchess, County
 Dutchess, CT
 Dutchess, IDA
 Dutchess, PA
 Dutchess, School
 Dutchess, Statewide/Regional, School
 Dutchess, Statewide/Regional, County
 Eagle, Town
 East Aurora, Fire
 East Aurora, School
 East Bloomfield, Fire
 East Bloomfield, School
 East Bloomfield-Halcomb, Fire
 East Brentwood, Fire
 East Clinton, Fire
 East Fishkill, Town
 East Greenbush, School
 East Greenbush, Statewide/Regional, Fire
 East Greenbush, Statewide/Regional, Town
 East Greenbush, Town
 East Hampton, PA
 East Hampton, School
 East Hampton, Statewide/Regional, Town
 East Hampton, Town
 East Hampton, Village
 East Hendonville, School
 East Hill, Lib
 East Hill, School
 East Kingston, Fire
 East Meadow, Lib
 East Meadow, School
 East Moriches, School

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PO Box 160
Quaker Street, NY 12141

Jennifer Howe
Town Clerk
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

April 24, 2020

Dear Ms. Howe.

I would like to FOIL all items March 7, 2020 thru April 24, 2020 for:

- Eden Renewables
- New PowerCo
- NY Sun
- NYSERDA
- Department of Public Service
- Richard Murray
- Oak Hill Solar 1
- Oak Hill Solar 2

Cost not to exceed \$50 without prior approval.

If files are available electronically please email to lynnebruning@gmail.com.

Thank you for your assistance.

Regards,

Lynne Bruning
720-272-0956
lynnebruning@gmail.com

PO Box 160
Quaker Street, NY 12141

Jennifer Howe
Town Clerk
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

May 28, 2020

Dear Ms. Howe.

I would like to FOIL all items April 23, 2020 thru May 28, 2020 for:

- Eden Renewables
- New PowerCo
- Amp
- NY Sun
- NYSERDA
- Department of Public Service
- Richard Murray
- Oak Hill Solar 1
- Oak Hill Solar 2

Cost not to exceed \$50 without prior approval.

If files are available electronically please email to lynnebruning@gmail.com.

Thank you for your assistance.

Regards,

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720-272-0956
lynnebruning@gmail.com
