

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 October 14, 2021
Regular Town Board Meeting
Meeting Time: 7:00PM

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

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

Pledge of Allegiance

Public Hearing: For the purpose of hearing all persons interested in the matter of: The Assessment Roll for the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2, and the Duanesburg Sewer District No. 3.

Supervisor Tidball motioned, seconded by Council Member Ganther to open the floor for comments.

Motion carried, 5 ayes

Brian Sheldon of Duanesburg Road had questions regarding the elementary school and the sewer, when will the debt be paid off and if there will be more expenses later or if the cost will drop.

Supervisor Tidball responded.

Supervisor Tidball motioned, seconded by Council Member Ganther to close the public hearing.
Motion carried, 5 ayes

Public Hearing: Proposed Local Law No. 3 of 2021 entitled “Tax Cap Override for FY 2022.” The proposed local law will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law § 3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2022 that requires a tax levy in excess of the tax levy limit.

Supervisor Tidball motioned, seconded by Council Member Ganther to open the floor for comments.

Motion carried, 5 ayes

No one wished to comment.

Supervisor Tidball motioned, seconded by Council Member Senecal to close the public hearing.

Motion carried, 5 ayes

Resolution 127-21: Council Member Potter motioned, seconded by Council Member Wenzel to approve the Town Board Meeting minutes of Thursday, September 23, 2021.

Motion carried, 5 ayes

Resolution 128-21: Council Member Wenzel motioned, seconded by Council Member Ganther to approve the Special Town Board Meeting minutes of Monday, October 4, 2021.

Motion carried, 4 ayes. Council Member Senecal abstained.

Deputy Town Clerk, Brandy Fall, read the Town Clerk’s Report for September 2021 (please see attached).

Supervisor, Roger Tidball, read the Supervisor’s Report for September 2021 (please see attached).

Resolution 129-21: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

**Vouchers to be Paid
October 14, 2021**

General Fund:	\$27,701.80
Highway Fund:	\$8,555.31
Escrow:	\$7,380.00
SD#1 Fund:	\$973.04
SD#2 Fund:	\$733.83
SD#3 Fund:	\$615.18
Private Purpose Trust:	\$3,474.00

Total To Be Paid:	\$49,433.16
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Highway: Council Member Potter reported that they have been running the paver patching around town. Highway Superintendent Reed wanted Council Member Potter to let everyone know that they are waiting on parts for one of the trucks and have been for a few weeks now, they are also still waiting on the sweeper. He also stated that they are ready for whatever Mother Nature may bring them.

Public Safety: Supervisor Tidball stated that there haven't been any meetings, nothing going on.

Parks: Council Member Wenzel stated that a resident from town has artwork for a design for the boundary markers for the signs for the Town Forest. He also stated that at the last Park Committee meeting, the Parks Maintenance Crew got a big thank you for maintaining the disc

golf areas. Council Member Wenzel also stated that there are disc golf discs available for use at the disc golf course. The course is set up with a few discs for residents to borrow to use while they are playing if they do not own any.

Sewer District #1, 2 &3: Council Member Ganther reported that he met with Dale this morning and those things have been quiet. John would like to run ads again for the sewer position we have open. Bill Brown of Delaware Engineering gave him some places more vendor specific places that we may have better luck with getting someone. Rachel from EFC came on-site to Delanson to inspect the progress on Wednesday September 29, 2021. Bill Brown of Delaware Engineering reported that construction continues in Delanson. Construction on the building continues and the tank is up. The stairs are in, they are waiting on the railings. The electricians are on-site. The only items outstanding are aeration grids, they were told that they would be in, in early October now they are being told that they should be in the first week of November. Once they wrap up the Delanson project, they will be switching to the work on the Mariaville project and looking to bid January 2022.

Technology: Council Member Ganther reported that it's been quiet. Omnis stated that Microsoft is withdrawing support for Microsoft 2013 and 2016. The next Broadband Committee meeting on Tuesday November 23, 2021 at 6:30 p.m.

Other: Supervisor Tidball stated that the house at 111 Darby Hill Road is finally being cleaned up. They were waiting on a permit from the Department of Health before they could continue. He also stated that there has been a ruling on 3000 Western Turnpike.

Business Meeting:

Resolution 130-21: Council Member Ganther motioned, seconded by Council Member Potter to adopt the Sewer Assessment Roll as originally proposed and filed.
Motion carried, 5 ayes

Resolution 131-21: Council Member Potter motioned, seconded by Council Member Wenzel to adopt Local Law No. 3 of 2021 entitled "Tax Cap Override for FY 2022."
Motion carried, 5 ayes

Resolution 132-21: Council Member Wenzel motioned, seconded by Council Member Potter to approve Larry O'Connor as a town vendor and to authorize the Town Supervisor to execute an agreement to retain Larry O'Connor at an hourly rate of \$150 per hour for the professional services set forth in the proposed agreement.
Motion carried, 5 ayes

Resolution 133-21: Council Member Senecal motioned, seconded by Council Member Wenzel to authorize the Town Supervisor to sign the Schenectady County Youth Bureau Contract.

Motion carried, 5 ayes

Resolution 134-21: Council Member Ganther motioned, seconded by Council Member Potter to approve payment of Invoice No. 5 to MCJ Construction in the amount of \$323,151.76.

Motion carried, 5 ayes

Resolution 135-21: Council Member Potter motioned, seconded by Council Member Ganther to adopt the Tentative budget as the Preliminary budget.

Motion carried, 5 ayes

Resolution 136-21: Council Member Wenzel motioned, seconded by Council Member Ganther to hold a Public Hearing on October 28, 2021 at 7:00 p.m. at the Town of Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York, to hear any person in favor of or against the Preliminary Budget.

Motion carried, 5 ayes

Privilege of the Floor: Opened at 7:55 p.m.

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

Floor Closed: 8:20 p.m.

Supervisor Tidball motioned, seconded by Council Member Ganther to adjourn.

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 October 14, 2021, at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, has completed the assessment roll in connection with the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2, and the Duanesburg Sewer District No. 3 and filed the same with the Town Clerk of the Town of Duanesburg.

PLEASE TAKE FURTHER NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, October 14, 2021 at 7:00 p.m.** for the purpose of conducting a hearing to consider any objections which may be made to said assessment roll.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: September 23, 2021

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, October 14, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of Local Law No. 3 of 2021.

The Proposed Local Law No. 3 of 2021 is entitled "Tax Cap Override for FY 2022." The proposed local law will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law § 3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2022 that requires a tax levy in excess of the tax levy limit. A copy of the proposed local law is on file at the office of the Town of Duanesburg Town Clerk, 5853 Western Turnpike, Duanesburg, New York, 12056.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: September 23, 2021

TOWN OF DUANESBURG LOCAL LAW NO. 3 OF 2021

TAX CAP OVERRIDE FOR FY 2022

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

Section 1. Title of the Local Law.

This local law shall be entitled "Tax Cap Override for FY 2022."

Section 2. Authorization.

This local law is adopted pursuant to subdivision 5 of the General Municipal Law § 3-C, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

Section 3. Purpose.

The purpose of this local law is to permit the override of the limit on the amount of real property taxes that may be levied by the Town of Duanesburg, County of Schenectady, pursuant to General Municipal Law § 3-C, and to allow the Town of Duanesburg to adopt a town budget for the fiscal year 2022 ("FY 2022") that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-C.

Section 4. Tax Cap Override for FY 2022

The Town Board of the Town of Duanesburg, County of Schenectady, is hereby authorized to adopt a budget for FY 2022 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law § 3-C.

Section 5 Supersession.

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

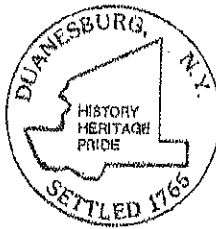
Section 6. Severability.

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

Section 7. Effective Date.

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

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 September 23, 2021
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Tidball at 7:03PM

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

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Public Hearing: Local Law No. 2 of 2021 entitled "A Local Law enacting a temporary moratorium on Major Solar Energy Systems Authorized under Local Law 1 of the year 2016 and on Battery Energy Storage Systems. "

Supervisor Tidball motioned, seconded by Council Member Ganther to open the floor for comments.

Motion carried, 4 ayes

Lynne Bruning of 13388 Duaneburg Road commented. (Please see attached)

A resident of another town commented regarding remote battery storage.

Supervisor Tidball motioned, seconded by Council Member Ganther to close the public hearing.

Motion carried, 4 ayes

Nick Lobosco from C.T. Male Associates gave a presentation on the possible renovations at Town Hall.

Resolution 116-21: Council Member Potter motioned, seconded by Council Member Wenzel to approve the Town Board Meeting minutes of Thursday, September 9, 2021.

Motion carried, 4 ayes

Resolution 117-21: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 4 ayes

**Vouchers to be Paid
September 23, 2021**

General Fund:	\$173,598.59
Highway Fund:	\$3,622.10
SD#1 Fund:	\$3,933.63
SD#2 Fund:	\$2,094.09
SD#3 Fund:	\$819.76

Total To Be Paid:	\$184,068.17
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Highway: Council Member Potter reported that they are doing some ditch work, mowing, fixing potholes, and starting to get things ready for the winter months. They have also been working on the sewer project at the parks, putting the septic tank in.

Public Safety: Supervisor Tidball stated that there haven't been any meetings, nothing going on.

Parks: Council Member Wenzel reported that the Highway Department has been working on the connection with the sewer tank at Van Patten Park. There is a grant to help with the cost of the bathrooms there and upon completion, \$30,000 will be coming back to us. Council Member Wenzel also stated that he received a preliminary pricing for the signs for the Town Forest.

Sewer District #1, 2 & 3: Council Member Ganther reported that EFC will be doing a site visit to Delanson to inspect the progress on Wednesday September 29, 2021 @ 8:30 a.m. Bill Brown of Delaware Engineering reported that construction continues in Delanson. Construction on the building continues and the tank is up. Next month or so the electricians are coming.

Technology: Council Member Ganther reported that he went over our IT infrastructure with Omnis. Our router and a switch or two need to be replaced. The service contract with Omnis is also going to go up this year from around \$8000 to \$9000. This has not gone up in a few years, so it was expected as everything else has gone up. The Broadband Committee met on Tuesday September 14, 2021 and he is proud to say that they have made a lot of progress. They started out with about 700 unserved homes and are now down to about 60 unserved homes in town.

Other: Supervisor Tidball stated that he has no other business.

Business Meeting:

Resolution 118-21: Supervisor Tidball motioned, seconded by Council Member Potter to adopt Local Law No. 2 of 2021 entitled "2021 Temporary Moratorium Law on Major Solar Energy Systems Including Battery Energy Storage Systems."
Motion carried, 4 ayes

Resolution 119-21: Council Member Ganther motioned, seconded by Council Member Potter to introduce Local Law No. 3 of 2021 and to set a date for the Public Hearing for Local Law No. 3 of 2021 entitled "Tax Cap Override for FY 2022."
Motion carried, 4 ayes

Resolution 120-21: Council Member Potter motioned, seconded by Council Member Wenzel to set a public hearing for the purpose of hearing all persons interested in the matter of: The Assessment Roll for the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2, and the Duanesburg Sewer District No. 3.
Motion carried, 4 ayes

Resolution 121-21: Council Member Wenzel motioned, seconded by Council Member Ganther to approve Larry O'Connor as a town vendor and to authorize the Town Supervisor to execute an agreement to retain Larry O'Connor at an hourly rate of \$150 per hour for the professional services set forth in the proposed agreement.
Motion carried, 4 ayes

Resolution 122-21: Supervisor Tidball motioned, seconded by Council Member Potter to approve payment to Delaware Engineering in the amount of \$5,959.20.
Motion carried, 4 ayes

Resolution 123-21: Council Member Ganther motioned, seconded by Council Member Potter to approve payment to C.T. Male Associates for \$10,410.66.
Motion carried, 4 ayes

Resolution 124-21: Council Member Potter motioned, seconded by Council Member Wenzel to set a date for a Special Meeting on October 4, 2021, at 9:00 a.m. at the Town Offices at 5853 Western Turnpike, Duanesburg, NY 12056 for the purpose of having the Town Clerk present the Tentative Town Budget for 2022 to the Town Board.
Motion carried, 4 ayes

Resolution 125-21: Council Member Ganther motioned, seconded by Supervisor Tidball to approve payment to C.T. Male Associates for \$10,410.66.
Motion carried, 4 ayes

Privilege of the Floor: Opened at 8:12 p.m.

Supervisor Tidball read a statement on behalf of Pamela Rowling (please see attached).

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

Lynne Bruning stated that Susan Biggs had sent a letter to be read into the record for tonight. Supervisor Tidball did receive a letter but it was dated 7/16/2021 so he did not believe it was for tonight's meeting. Lynne had a copy of the letter so she read it into the record. (Please see attached).

Floor Closed: 8:25 p.m.

Resolution 126-21: Council Member Ganther motioned, seconded by Supervisor Tidball to approve the escrow agreement between the Town of Duanesburg and Oak Hill Solar concerning the expenses for the consultants from Energy Storage Response Group LLC.

Motion carried, 4 ayes

Supervisor Tidball motioned, seconded by Council Member Ganther to go into executive session to discuss the proposed acquisition, sale or lease of real property.

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 September 23, 2021, at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

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



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

Tuesday October 4, 2021
Special Town Board Meeting
Meeting Time: 9:00AM

Meeting called to order by Supervisor Tidball at 9:00AM

Present: Supervisor Tidball, Council Members Ganther & Wenzel, Town Clerk Jennifer Howe
Absent: Council Member Senecal and Potter

Pledge of Allegiance

Town Clerk Howe presented the Tentative 2022 Budget to the Town Board.

Supervisor Tidball motioned, seconded by Council Member Ganther to adjourn the meeting.
Motion carried, 3 ayes

I, Jennifer Howe, Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Special Town Board Meeting held on Monday October 4, 2021 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Account#	Account Description	Fee Description	Qty	Local Share	
	Building Permit Renewal	Building Permit Renewal	2	65.00	
	Marriage License Fee	Marriage License Fee	2	35.00	
	Misc. Fees	Certified Copies - Death	24	240.00	
		Certified Copies - Marriage	4	40.00	
		Sub-Total:		\$380.00	
690.01	Village Of Delanson	Village Of Delanson	1	205.00	
		Sub-Total:		\$205.00	
A1255	Conservation	Conservation	21	180.11	
		Sub-Total:		\$180.11	
A2544	AFTER 30 DAYS	AFTER 30 DAYS	2	10.00	
	Dog Licensing	Female, Spayed	15	210.00	
		Female, Unspayed	2	44.00	
		Male, Neutered	19	266.00	
		Sub-Total:		\$530.00	
B2555	Building Permits	Building Permits	7	840.00	
	Special Use Permit	Special Use Permit	1	100.00	
	Subdivision	Subdivision	1	500.00	
		Sub-Total:		\$1,440.00	
Total Local Shares Remitted:				\$2,735.11	
Amount paid to:	NYS Ag. & Markets for spay/neuter program			40.00	
Amount paid to:	NYS Environmental Conservation			3,220.89	
Amount paid to:	State Health Dept. For Marriage Licenses			45.00	
Total State, County & Local Revenues:		\$6,041.00	Total Non-Local Revenues:		\$3,305.89

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

Monthly Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month September 2021.

Revenues

Fund	Amount
General Fund	\$ 37,678.96
Highway Fund	\$ 14,524.13
Parks & Recreation	\$ 0.11
Parklands	\$ 0.00
Service Award	\$ 0.00
Sewer District #1	\$ 0.00
Sewer District #2	\$ 0.00
Sewer District #3	\$ 0.00
Total	<u>\$ 52,203.09</u>

Disbursements

General Fund	\$ 157,749.69
Highway Fund	\$ 46,212.01
Private Purpose Trust	\$ 3,474.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 9,779.81
Sewer District #2	\$ 6,927.65
Sewer District #3	\$ 2,941.67
Total	<u>\$ 227,084.83</u>

Dated October 14, 2021

Supervisors Office – Town of Duanesburg

A-General Fund - 01

Town of Duanesburg
Operating Statement
As of September 30, 2021

	Month Ending 09/30/2021		Year To Date 09/30/2021		Summary
	Actual	Actual	Budget	Remaining	
Expenses					
1010.100 - Town Board-Personal Svcs	2,341.52	21,055.74	28,100.00	7,044.26	25.1 %
1010.200 - Town Board-Equipment	0.00	69.99	0.00	(69.99)	0.0 %
1010.400 - Town Board-Contractual	50.16	195.47	750.00	554.53	73.9 %
1110.100 - Justices-Personal Svcs	2,928.37	24,472.75	32,633.00	8,160.25	25.0 %
1110.101 - Justices-Court Clerk	3,037.50	15,250.88	17,500.00	2,249.12	12.9 %
1110.103 - Justices-Court Security	140.00	2,327.50	4,500.00	2,172.50	48.3 %
1110.200 - Justices-Equipment	0.00	0.00	500.00	500.00	100.0 %
1110.400 - Justices-Contractual	19.99	1,317.42	2,000.00	682.58	34.1 %
1220.100 - Supervisor-Personal Svcs	2,032.70	17,104.98	21,140.00	4,035.02	19.1 %
1220.101 - Supervisor-Personal Svcs-Clerk	3,500.00	27,300.00	36,400.00	9,100.00	25.0 %
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.38	2,109.42	2,813.00	703.58	25.0 %
1220.200 - Supervisor-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
1220.400 - Supervisor-Contractual	161.40	450.26	500.00	49.74	9.9 %
1340.100 - Budget-Personal Svcs	1,250.00	2,500.00	5,000.00	2,500.00	50.0 %
1355.100 - Assessor-Personal Svcs	1,682.70	13,124.98	17,500.00	4,375.02	25.0 %
1355.101 - Assessor-Personal Svcs-Clerk	1,575.00	10,143.00	16,380.00	6,237.00	38.1 %
1355.106 - Assessor-Grievance Board Personal Svcs	0.00	559.13	500.00	(59.13)	(11.8) %
1355.200 - Assessor-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
1355.400 - Assessor-Contractual	119.18	855.16	2,000.00	1,144.84	57.2 %
1355.401 - Assessor-Assessment Support Contract	0.00	10,190.00	17,500.00	7,310.00	41.8 %
1355.406 - Assessor-Grievance Board Contractual	0.00	0.00	200.00	200.00	100.0 %
1380.400 - Fiscal-Fiscal Agent Fees	10,000.00	27,500.00	35,000.00	7,500.00	21.4 %
1410.100 - Town Clerk-Personal Svcs	4,376.05	34,133.27	45,511.00	11,377.73	25.0 %
1410.101 - Town Clerk-Personal Svcs-Clerk	3,343.65	26,080.51	34,774.00	8,693.49	25.0 %
1410.200 - Town Clerk-Equipment	0.00	0.00	500.00	500.00	100.0 %
1410.400 - Town Clerk-Contractual	0.00	646.21	4,500.00	3,853.79	85.6 %
1420.400 - Attorney-Contractual	3,006.00	41,853.97	20,000.00	(21,853.97)	(109.3) %
1440.400 - Engineer-Contractual	10,410.66	19,709.41	0.00	(19,709.41)	0.0 %
1460.100 - Records Management-Personal Svcs	334.42	2,408.60	3,000.00	591.40	19.7 %
1460.400 - Records Management-Contractual	244.39	2,711.42	3,300.00	588.58	17.8 %
1620.100 - Buildings-Personal Svcs	2,504.95	14,578.59	12,500.00	(2,078.59)	(16.6) %
1620.200 - Buildings-Equipment	0.00	0.00	500.00	500.00	100.0 %
1620.400 - Buildings-Contractual	2,222.23	29,307.43	30,000.00	692.57	2.3 %
1640.400 - Central Garage-Contractual	549.29	11,068.03	17,500.00	6,431.97	36.8 %
1660.400 - Central Storeroom-Contractual	202.48	1,352.00	2,000.00	648.00	32.4 %
1670.400 - Central Printing-Central Print/Mail	343.69	5,471.34	8,500.00	3,028.66	35.6 %
1680.200 - Data Processing-Equipment	0.00	0.00	1,500.00	1,500.00	100.0 %
1680.400 - Data Processing-Contractual	987.50	17,872.49	16,000.00	(1,872.49)	(11.7) %
1910.400 - Unallocated Insurance	858.24	75,793.68	63,034.00	(12,759.68)	(20.2) %
1920.400 - Municipal Dues	0.00	0.00	1,100.00	1,100.00	100.0 %
1990.400 - Contingency	0.00	0.00	10,000.00	10,000.00	100.0 %
3020.400 - Public Safety-Dispatch Svcs	0.00	32,250.00	43,000.00	10,750.00	25.0 %
3310.400 - Traffic Control-Contractual	0.00	721.80	0.00	(721.80)	0.0 %

A--General Fund - 01

Town of Duanesburg
Operating Statement
 As of September 30, 2021

	Month Ending 09/30/2021	Year To Date 09/30/2021	Summary
	Actual	Budget	Remaining
3510.100 - Dog Control-Personal Svcs	541.74	6,500.00	1,624.34
3510.400 - Dog Control-Contractual	59.43	2,500.00	1,883.59
3650.400 - Public Safety-Demolition of Unsafe buildings	0.00	750.00	(5,500.00)
4020.100 - Registrar of Vital Stats-Personal Svcs	0.00	925.00	925.00
4540.400 - Ambulance-Contractual	56,836.00	237,344.00	56,836.00
5010.100 - Supt of Highway-Personal Svcs	5,468.40	56,871.00	14,217.84
5010.101 - Supt of Highway-Personal Svcs-Clerk	232.97	3,500.00	1,253.00
5010.200 - Supt of Highway-Equipment	0.00	1,000.00	70.92
5010.400 - Supt of Highway-Contractual	31.28	500.00	246.72
6010.400 - Social Svcs-Contractual	0.00	3,000.00	0.00
6410.100 - Publicity-Web Site Personal Svcs	0.00	5,000.00	5,000.00
6410.400 - Publicity-Web Site Contractual	2,199.49	1,000.00	(1,999.49)
6772.400 - Programs for Aging-Contractual	0.00	2,600.00	0.00
7020.100 - Recreation Admin-Personal Svcs	0.00	3,000.00	0.00
7110.100 - Parks-Personal Svcs	0.00	8,500.00	8,500.00
7110.200 - Parks-Equipment	0.00	3,500.00	3,478.02
7110.400 - Parks-Contractual	1,056.58	7,500.00	(8,646.65)
7310.100 - Youth Programs-Personal Svcs	0.00	7,200.00	(413.00)
7310.400 - Youth Programs-Contractual	314.15	1,200.00	162.58
7510.100 - Historian-Personal Svcs	62.50	750.00	187.50
7510.400 - Historian-Contractual	0.00	3,000.00	0.00
7550.400 - Celebrations-Contractual	0.00	2,000.00	2,000.00
8160.498 - Refuse/Garbage-Engineering & Testing	22.62	18,500.00	2,000.79
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	2,000.00	715.00
9010.800 - State Retirement	0.00	45,000.00	12,860.45
9030.800 - Social Security	2,577.28	27,360.00	7,685.03
9040.800 - Workers' Compensation	412.33	12,000.00	6,980.49
9050.800 - Unemployment Insurance	0.00	0.00	(1,826.41)
9060.800 - Health Insurance	7,798.77	42,723.00	(14,639.78)
Total Expenses	136,069.99	1,065,858.00	161,251.51
			15.1 %
Revenue			
1001 - Real Property Tax	0.00	365,955.00	0.00
1089 - Other Tax Item	0.00	0.00	(87.13)
1090 - Real Property Tax Interest & Penalties	0.00	11,000.00	11,000.00
1120 - Non-Property Tax Distribution by County	19,659.74	400,000.00	262,381.82
1255 - Town Clerk Fees	2,197.36	1,500.00	(735.00)
2001 - Park and Recreational Charges	0.00	1,000.00	1,000.00
2122 - Sewer Connection Fees	0.00	0.00	(1,180.00)
2401 - Interest & Earnings	0.00	500.00	179.49
2501 - Business and Occupational License	(1,500.48)	500.00	(1,624.97)
2544 - Dog Licenses	1,160.00	4,000.00	(1,981.00)
2610 - Fines and Forfeited Bail	10,632.00	77,000.00	36,959.00
2770 - Unclassified Revenues	0.00	0.00	(8,681.17)
			0.0 %
			0.0 %
			0.0 %
			100.0 %
			65.6 %
			(49.0) %
			100.0 %
			0.0 %
			35.9 %
			(325.0) %
			(49.5) %
			48.0 %
			0.0 %

A--General Fund - 01

Town of Duanesburg
Operating Statement
As of September 30, 2021

	Month Ending 09/30/2021	Actual	Year To Date 09/30/2021	Budget	Remaining	Summary
3001 - State per Capita Aid	0.00	0.00	20,653.00	20,653.00	20,653.00	100.0 %
3005 - State Aid Mortgage Tax	0.00	122,904.84	130,000.00	130,000.00	7,095.16	5.5 %
3820 - State Aid Youth Programs	0.00	0.00	3,000.00	3,000.00	3,000.00	100.0 %
3821 - COVID-19 Economic Relief	0.00	303,069.42	0.00	0.00	(303,069.42)	0.0 %
Total Revenue	32,148.62	990,198.22	1,015,108.00	24,909.78	24,909.78	2.5 %
Net Assets	(103,921.37)	85,591.73	(50,750.00)	(136,341.73)	(136,341.73)	268.7 %

B-General Fund B - 02

Town of Duaneburg
Operating Statement
As of September 30, 2021

	Month Ending 09/30/2021		Year To Date 09/30/2021			Summary
	Actual		Actual	Budget	Remaining	
Expenses						
5112.200 - Capital Improvements-Equipment	0.00		172,614.25	0.00	(172,614.25)	0.0 %
8010.100 - Zoning-Building Inspector	6,718.30		52,402.42	68,500.00	16,097.58	23.5 %
8010.101 - Zoning-Inspector's Clerk	1,575.00		10,143.00	16,380.00	6,237.00	38.1 %
8010.103 - Zoning-Assistant	1,561.50		12,069.00	15,315.00	3,246.00	21.2 %
8010.104 - Zoning-Board Personal Svcs	540.00		1,762.50	2,000.00	237.50	11.9 %
8010.105 - Zoning-Code Officer	1,140.00		11,737.50	19,000.00	7,262.50	38.2 %
8010.200 - Zoning-Equipment	729.00		1,314.42	500.00	(814.42)	(162.9) %
8010.400 - Zoning-Contractual	2,070.51		9,474.56	6,000.00	(3,474.56)	(57.9) %
8010.404 - Zoning-ZBA Expenses	0.00		32.88	250.00	217.12	86.8 %
8010.470 - Zoning-Broadband Extension	0.00		0.00	15,000.00	15,000.00	100.0 %
8020.103 - Planning-Assistant	1,566.00		12,100.50	15,315.00	3,214.50	21.0 %
8020.104 - Planning-Board Personal Svcs	799.50		2,727.50	3,000.00	272.50	9.1 %
8020.200 - Planning-Equipment	0.00		0.00	500.00	500.00	100.0 %
8020.400 - Planning-Contractual	45.60		71.13	0.00	(71.13)	0.0 %
8020.404 - Planning-Board Expenses	0.00		361.62	500.00	138.38	27.7 %
8020.407 - Planning-Attorney	3,042.00		8,406.00	6,000.00	(2,406.00)	(40.1) %
9010.800 - State Retirement	0.00		18,145.68	17,500.00	(645.68)	(3.7) %
9030.800 - Social Security	952.76		7,425.37	8,790.00	1,364.63	15.5 %
9040.800 - Workers' Compensation	77.31		941.15	2,000.00	1,058.85	52.9 %
9060.800 - Health Insurance	862.22		8,690.77	20,768.00	12,077.23	58.2 %
Total Expenses	21,679.70		330,420.25	217,318.00	(113,102.25)	(52.0) %
Revenue						
1081 - Other Payments in Lieu of Taxes	0.00		150,859.81	0.00	(150,859.81)	0.0 %
1120 - Non-Property Tax Distribution by County	4,240.34		29,682.38	114,718.00	85,035.62	74.1 %
1170 - Franchise Fees	0.00		23,434.85	50,000.00	26,565.15	53.1 %
2110 - Zoning Fees	0.00		600.00	500.00	(100.00)	(20.0) %
2401 - Interest & Earnings	0.00		0.00	100.00	100.00	100.0 %
2555 - Building Permits	1,290.00		15,850.00	20,000.00	4,150.00	20.8 %
Total Revenue	5,530.34		220,427.04	185,318.00	(35,109.04)	(18.9) %
Net Assets	(16,149.36)		(109,993.21)	(32,000.00)	77,993.21	(243.7) %

CM--Miscellaneous Special Revenue Fund

Town of Duanesburg
Operating Statement
As of September 30, 2021

Revenue
2401 - Interest & Earnings
3089 - Other State Aid
Total Revenue

Net Assets

Year To Date 09/30/2021	
Actual	Remaining
(43.42)	43.42
8,970.00	(8,970.00)
<u>8,926.58</u>	<u>(8,926.58)</u>
<u>8,926.58</u>	<u>(8,926.58)</u>

Town of Duanesburg
Operating Statement
 As of September 30, 2021

	Month Ending 09/30/2021	Year To Date 09/30/2021			
	Actual	Actual	Budget	Remaining	Summary
Expenses					
5130.100 - Machinery-Personal Svcs	71.00	3,525.64	7,000.00	3,474.36	49.6 %
5130.200 - Machinery-Equipment	0.00	0.00	30,000.00	30,000.00	100.0 %
5130.400 - Machinery-Contractual	1,949.58	30,099.75	30,000.00	(99.75)	(0.3) %
5130.430 - Machinery-Contractual Training	0.00	0.00	200.00	200.00	100.0 %
5142.100 - Snow Removal-Personal Svcs	25,203.53	194,818.54	145,000.00	(49,818.54)	(34.4) %
5142.400 - Snow Removal-Contractual	0.00	42,883.77	60,000.00	17,116.23	28.5 %
9010.800 - State Retirement	0.00	19,151.98	23,500.00	4,348.02	18.5 %
9030.800 - Social Security	1,949.66	14,893.33	12,500.00	(2,393.33)	(19.1) %
9040.800 - Workers' Compensation	979.28	11,921.28	17,000.00	5,078.72	29.9 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	5,384.59	52,742.84	66,411.00	13,668.16	20.6 %
Total Expenses	35,537.64	370,037.13	391,811.00	21,773.87	5.6 %
Revenue					
1001 - Real Property Tax	0.00	374,354.00	374,354.00	0.00	0.0 %
2300 - Transportation Services	0.00	1,158.10	14,707.00	13,548.90	92.1 %
2401 - Interest & Earnings	0.00	159.94	250.00	90.06	36.0 %
2665 - Sales of Equipment	0.00	0.00	2,500.00	2,500.00	100.0 %
Total Revenue	0.00	375,672.04	391,811.00	16,138.96	4.1 %
Net Assets	(35,537.64)	5,634.91	0.00	(5,634.91)	0.0 %

Town of Duaneburg
Operating Statement
 As of September 30, 2021

	Month Ending 09/30/2021	Year To Date 09/30/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
5110.100 - General Repairs-Personal Svcs	235.00	2,115.00	135,000.00	132,885.00	98.4 %
5110.400 - General Repairs-Contractual	5,795.19	46,135.77	75,000.00	28,864.23	38.5 %
5112.200 - Capital Improvements-Equipment	0.00	11,098.95	104,613.00	93,514.05	89.4 %
9010.800 - State Retirement	0.00	23,177.19	21,000.00	(2,177.19)	(10.4) %
9030.800 - Social Security	0.00	403.95	10,328.00	9,924.05	96.1 %
9040.800 - Workers' Compensation	850.43	10,352.71	17,000.00	6,647.29	39.1 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	3,793.75	38,239.34	66,411.00	28,171.66	42.4 %
Total Expenses	10,674.37	131,522.91	429,552.00	298,029.09	69.4 %
Revenue					
1120 - Non-Property Tax Distribution by County	14,524.13	101,793.21	250,000.00	148,206.79	59.3 %
2300 - Transportation Services	0.00	1,158.08	14,707.00	13,548.92	92.1 %
2401 - Interest & Earnings	0.00	28.64	500.00	471.36	94.3 %
3501 - State Aid/CHIPS	0.00	0.00	104,613.00	104,613.00	100.0 %
Total Revenue	14,524.13	102,979.93	369,820.00	266,840.07	72.2 %
Net Assets	3,849.76	(28,542.98)	(59,732.00)	(31,189.02)	52.2 %

H--Capital Projects

Town of Duaneburg Operating Statement As of September 30, 2021

Expenses
1440.204 - Short Term Project Expense SS2 UV
8130.200 - Treatment/Disposal-Equipment
8197.200 - Sewer Capital Projects
Total Expenses

Revenue
2401 - Interest & Earnings
3990 - Sewer Capital Projects
Total Revenue

Net Assets

	Month Ending 09/30/2021	Year To Date 09/30/2021	
	Actual	Actual	Remaining
	0.00	25,047.68	(25,047.68)
	0.00	282.82	(282.82)
	5,959.20	739,739.71	(739,739.71)
	5,959.20	765,070.21	(765,070.21)
	0.00	3.21	(3.21)
	0.00	524,425.30	(524,425.30)
	0.00	524,428.51	(524,428.51)
	(5,959.20)	(240,641.70)	240,641.70

	Year To Date	
	09/30/2021	Remaining
Revenue	Actual	
2401 - Interest & Earnings	0.95	(0.95)
Total Revenue	<u>0.95</u>	<u>(0.95)</u>
Net Assets	<u>0.95</u>	<u>(0.95)</u>

**Town of Duaneburg
Operating Statement**
As of September 30, 2021

Expenses
1440.204 - Short Term Project Expense SS2 UV

Total Expenses

Net Assets

Year To Date 09/30/2021	
Actual	Remaining
25,047.68	(25,047.68)
25,047.68	(25,047.68)
(25,047.68)	25,047.68

Town of Duanesburg
Operating Statement
 As of September 30, 2021

	Year To Date 09/30/2021				
	Actual	Budget	Remaining	Summary	
Expenses					
3410.416 - Fire Protection-Contractual-Delanson	71,817.00	71,817.00	0.00	0.00	0.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	60,160.76	59,483.00	(677.76)	(1.1) %	(1.1) %
3410.418 - Fire Protection-Contractual-Esperance	70,903.40	79,209.00	8,305.60	10.5 %	10.5 %
3410.419 - Fire Protection-Contractual-Mariaville	204,601.15	261,965.00	57,363.85	21.9 %	21.9 %
Total Expenses	407,482.31	472,474.00	64,991.69	13.8 %	
Revenue					
1001.416 - Real Property Tax-Delanson	0.00	71,817.00	71,817.00	100.0 %	100.0 %
1001.417 - Real Property Tax-Burtonsville	0.00	59,483.00	59,483.00	100.0 %	100.0 %
1001.418 - Real Property Tax-Esperance	0.00	79,209.00	79,209.00	100.0 %	100.0 %
1001.419 - Real Property Tax-Mariaville	0.00	261,965.00	261,965.00	100.0 %	100.0 %
Total Revenue	0.00	472,474.00	472,474.00	100.0 %	
Net Assets	(407,482.31)	0.00	407,482.31	0.0 %	

Town of Duaneburg
Operating Statement
 As of September 30, 2021

	Month Ending 09/30/2021	Year To Date 09/30/2021	Summary
	Actual	Budget	Remaining
Expenses			
1990.400 - Contingency	0.00	10,000.00	10,000.00
8110.200 - Sewer Admin-Equipment	0.00	1,000.00	1,000.00
8110.400 - Sewer Admin-Contractual	54.45	1,000.00	5.74
8110.460 - Sewer Admin-Easement Fee to RR	0.00	2,600.00	0.00
8110.461 - Sewer Admin-Insurance	0.00	5,000.00	5,000.00
8110.465 - Sewer Admin-Cell Phone	87.11	900.00	340.03
8120.200 - Sanitary Sewers-Equipment	0.00	6,000.00	5,860.01
8120.462 - Sanitary Sewers-Pump Station Electric	164.57	4,500.00	1,154.28
8120.463 - Sanitary Sewers-Maintenance & Repairs	0.00	20,000.00	13,644.87
8130.100 - Treatment/Disposal-Plant Operator	2,501.00	26,010.00	6,502.34
8130.101 - Treatment/Disposal-Backup Operator	0.00	15,606.00	15,606.00
8130.103 - Treatment/Disposal-Maint Tech	1,883.70	19,591.00	4,898.42
8130.200 - Treatment/Disposal-Equipment	20.00	1,000.00	475.21
8130.400 - Treatment/Disposal-Contractual	541.72	3,500.00	(61.31)
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	1,800.00	1,800.00
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	425.00	425.00
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	1,000.00	428.30
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,514.06	20,000.00	3,290.03
8130.463 - Treatment/Disposal-Maintenance & Repairs	1,509.47	15,000.00	10,891.44
8130.464 - Treatment/Disposal-Fuel Oil	0.00	3,500.00	2,260.29
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	41.17	1,000.00	685.55
8130.466 - Treatment/Disposal-Chemicals	0.00	3,000.00	875.10
8130.467 - Treatment/Disposal-Lab Testing	0.00	5,000.00	2,505.76
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	9,000.00	3,032.50
9010.800 - State Retirement	0.00	10,000.00	5,942.54
9030.800 - Social Security	299.05	5,165.00	2,836.73
9040.800 - Workers' Compensation	128.85	6,000.00	4,431.42
9060.800 - Health Insurance	1,034.66	8,900.00	(1,528.93)
9730.600 - Bond Anticipation-Principal	0.00	129,000.00	0.00
Total Expenses	9,779.81	335,497.00	102,301.32
Revenue			
1001 - Real Property Tax	0.00	314,397.73	(0.73)
2401 - Interest & Earnings	0.00	69.29	30.71
2590 - Permits - Septic	0.00	1,000.00	1,000.00
Total Revenue	0.00	315,467.02	1,029.98
Net Assets	(9,779.81)	(20,000.00)	(101,271.34)
			506.4 %

Town of Duaneburg
Operating Statement
 As of September 30, 2021

	Month Ending 09/30/2021	Year To Date 09/30/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	39.37	757.33	2,000.00	1,242.67	62.1 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	70.13	491.60	750.00	258.40	34.5 %
8120.200 - Sanitary Sewers-Equipment	0.00	98.00	4,000.00	3,902.00	97.6 %
8120.462 - Sanitary Sewers-Pump Station Electric	364.09	5,404.04	8,000.00	2,595.96	32.4 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	32.16	16,806.48	22,000.00	5,193.52	23.6 %
8130.100 - Treatment/Disposal-Plant Operator	1,750.70	13,655.36	18,207.00	4,551.64	25.0 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	10,924.00	10,924.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,318.60	10,285.10	13,713.00	3,427.90	25.0 %
8130.200 - Treatment/Disposal-Equipment	14.00	331.87	2,000.00	1,668.13	83.4 %
8130.400 - Treatment/Disposal-Contractual	506.71	2,193.04	0.00	(2,193.04)	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,200.00	1,200.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	407.59	2,000.00	1,592.41	79.6 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,086.19	12,507.41	25,000.00	12,492.59	50.0 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	120.22	9,662.37	14,000.00	4,337.63	31.0 %
8130.464 - Treatment/Disposal-Fuel Oil	38.23	2,131.75	3,500.00	1,368.25	39.1 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	42.02	379.37	2,000.00	1,620.63	81.0 %
8130.467 - Treatment/Disposal-Lab Testing	396.34	2,512.59	2,000.00	(512.59)	(25.6) %
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	0.00	4,000.00	4,000.00	100.0 %
9010.800 - State Retirement	0.00	3,051.16	7,500.00	4,448.84	59.3 %
9030.800 - Social Security	209.36	1,629.84	4,644.00	3,014.16	64.9 %
9040.800 - Workers' Compensation	77.31	941.15	3,700.00	2,758.85	74.6 %
9060.800 - Health Insurance	862.22	8,690.80	6,230.00	(2,460.80)	(39.5) %
9730.600 - Bond Anticipation-Principal	0.00	160,000.00	160,000.00	0.00	0.0 %
Total Expenses	6,927.65	251,936.85	328,293.00	76,356.15	23.3 %
Revenue					
1001 - Real Property Tax	0.00	326,793.00	326,793.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	159.89	500.00	340.11	68.0 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	100.0 %
Total Revenue	0.00	326,952.89	328,293.00	1,340.11	0.4 %
Net Assets	(6,927.65)	75,016.04	0.00	(75,016.04)	0.0 %

Town of Duanesburg
Operating Statement
 As of September 30, 2021

	Month Ending 09/30/2021	Year To Date 09/30/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	29.00	537.25	1,000.00	462.75	46.3 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	598.00	598.00	100.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	2,725.00	2,725.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	40.16	287.48	400.00	112.52	28.1 %
8120.200 - Sanitary Sewers-Equipment	5.99	47.99	1,000.00	952.01	95.2 %
8120.462 - Sanitary Sewers-Pump Station Electric	497.07	4,659.69	3,000.00	(1,659.69)	(55.3) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	0.00	2,389.49	5,000.00	2,610.51	52.2 %
8130.100 - Treatment/Disposal-Plant Operator	750.25	5,851.91	7,803.00	1,951.09	25.0 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	4,681.00	4,681.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	565.10	4,407.78	5,877.00	1,469.22	25.0 %
8130.200 - Treatment/Disposal-Equipment	0.00	625.30	500.00	(125.30)	(25.1) %
8130.400 - Treatment/Disposal-Contractual	35.01	1,094.41	1,000.00	(94.41)	(9.4) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	250.00	250.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	166.33	500.00	333.67	66.7 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	0.00	1,892.80	5,000.00	3,107.20	62.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	445.81	1,124.16	5,000.00	3,875.84	77.5 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	340.03	1,000.00	659.97	66.0 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	8.55	166.53	500.00	333.47	66.7 %
8130.466 - Treatment/Disposal-Chemicals	0.00	634.71	1,000.00	365.29	36.5 %
8130.467 - Treatment/Disposal-Lab Testing	78.66	802.17	1,000.00	197.83	19.8 %
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	1,782.50	2,000.00	217.50	10.9 %
9010.800 - State Retirement	0.00	1,038.52	3,500.00	2,461.48	70.3 %
9030.800 - Social Security	89.64	697.93	1,435.00	737.07	51.4 %
9040.800 - Workers' Compensation	51.54	627.38	1,750.00	1,122.62	64.1 %
9060.800 - Health Insurance	344.89	3,476.27	2,670.00	(806.27)	(30.2) %
9730.600 - Bond Anticipation-Principal	0.00	77,610.00	77,610.00	0.00	0.0 %
Total Expenses	2,941.67	110,260.63	142,724.00	32,463.37	22.7 %
Revenue					
1001 - Real Property Tax	0.00	141,724.00	141,724.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	99.11	0.00	(99.11)	0.0 %
2590 - Permits - Septic	0.00	1,000.00	1,000.00	0.00	0.0 %
Total Revenue	0.00	142,823.11	142,724.00	(99.11)	(0.1) %
Net Assets	(2,941.67)	32,562.48	0.00	(32,562.48)	0.0 %

TE--Private Purpose Trust

Town of Duanesburg
Operating Statement
As of September 30, 2021

Expenses
3410.800 - Service Award-Employee Benefits
Total Expenses

Revenue
2401 - Interest & Earnings
Total Revenue

Net Assets

Month Ending 09/30/2021	Year To Date 09/30/2021	Remaining
Actual	Actual	
3,474.00	59,838.00	(59,838.00)
3,474.00	59,838.00	(59,838.00)
0.00	2.11	(2.11)
0.00	2.11	(2.11)
(3,474.00)	(59,835.89)	59,835.89

Town of Duanesburg
Voucher Per Fund

Fund		Amount
General Fund		\$ 27,701.80
Highway Fund		\$ 8,555.31
Escrow		\$ 7,380.00
SS1--Sewer District 1 - 66		\$ 973.04
SS2--Sewer District 2 - 88		\$ 733.83
SS3--Sewer District 3 - 77		\$ 615.18
TE--Private Purpose Trust		\$ 3,474.00
	Grand Total	\$ 49,433.16

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION

October 14, 2021

WHEREAS, the Assessor to the Town of Duanesburg has completed, and filed the assessment roll for the Duanesburg/Delanson Sewer District No. 1, the Mariaville Lake Sewer District No. 2, and the Duanesburg Sewer District No. 3 (the "Assessment Roll"), pursuant to Article 15 of the New York State Town Law; and

WHEREAS, the Town Board caused due notice of the completion of the Assessment Roll and of the time and place wherein the Town Board would meet and hear and consider any objections to the Assessment Roll, to be duly published according to law; and

WHEREAS, the Town Board did meet at the Town Hall, 5853 Western Turnpike, Duanesburg, New York, on the 14th day of October 2021, at the time and place specified in said notice and heard and considered all objections to the Assessment Roll.

NOW, THEREFORE, BE IT RESOLVED, that the Assessment Roll is affirmed and adopted as originally proposed and filed; and

BE IT FURTHER RESOLVED, that the Town Clerk shall file, in the office of the Town Clerk, with the Assessment Roll, a warrant which shall be signed by the Town Supervisor and countersigned by the Town Clerk, commanding the Receiver of Taxes and Assessments to collect from the several persons named therein the sum or sums opposite their respective names and to pay the same to said supervisor.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on October 14, 2021.

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

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2021

October 14, 2021

Adopting Local Law No. 3 of 2021

WHEREAS, Local Law No. 3 of 2021 entitled "Tax Cap Override for FY 2022" (the "Proposed Local Law") will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law §3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2022 that requires a tax levy in excess of the tax levy limit; and

WHEREAS, the proposed local law was introduced at the meeting of September 23, 2021 of the Town Board and each member of the Town Board received the Proposed Local Law; and

WHEREAS, a public hearing was duly noticed and held on October 14, 2021.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby adopts Local Law No. 3 of 2021 and directs that the local law be filed in the Town Clerk's office and with the New York State Secretary of State's Office.

Motion made by _____

Motion seconded by _____

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

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

October 14, 2021

WHEREAS, the Town of Duanesburg Town Board (the "Town Board") wishes to retain the professional services of Lawrence J. O'Connor, PE, LS, F.NSPE ("O'Connor"), for consulting services in the areas construction plan review and/or building code analysis for solar projects; and

WHEREAS, the Town Board has reviewed the attached agreement under which the compensation for such professional services is \$150/hour plus certain expenses.

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to execute the attached agreement and retain O'Connor for the professional services set forth in the agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of October 14, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

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

October __, 2021

Lawrence J. O'Connor, PE, LS, F.NSPE
1696 Main Street
Delanson, NY 12053.

Dear Larry,

This letter agreement (this "Letter Agreement") is to memorialize your engagement by the Town of Duanesburg (the "Town") to provide assistance with professional consulting services in the requested areas of construction plan reviews and/or building code analysis on utility scale solar projects as requested by either the Town Building Inspector or Town Supervisor (hereafter "Consulting Services").

In consideration for the Consulting Services to be performed by you pursuant to this Letter Agreement, the Town shall pay you at the rate of \$150/hour for services performed. It is agreed that you shall submit invoices on a monthly basis for Town Board review and approval. Estimates for tasks assigned will be provided in writing by you for the written approval of the Town Supervisor or Building Inspector prior to commencement of any task. The Town will be invoiced by you for at least each 5 hours of work performed and expenses incurred. Each invoice will provide daily entries of the number of hours worked and a brief description of work performed and the expenses incurred, if any.

In addition to the above, expenses incurred by you in connection with the performance of Consulting Services shall be subject to reimbursement by the Town including, but not limited to: (i) vehicle mileage reimbursement at the standard Federal rate; (ii) photocopying, (iii) telephone, and (iv) delivery costs related to the Consulting Services. Expenses are expected to be minimal. Should any expense over \$250.00 be required, you must obtain the approval of the Town Supervisor in writing and in advance. You agree to submit receipts which reflect/itemize the nature and dates on which expenses were incurred.

The term of this Letter Agreement shall commence on the date the Letter Agreement is approved by the Town Board and signed by the Town Supervisor. This Letter Agreement may be terminated by either party upon not less than seven (7) days written notice. In the event of such termination, you will be compensated for Consulting Services actually performed and expenses incurred prior to the date of termination.

Nothing herein shall be construed to create an employer-employee relationship between the Town and you. You will be an independent contractor and not an employee of the Town or any of its subsidiaries or affiliates.

This Letter Agreement may not be amended, restated, supplemented or modified except in a writing signed by the parties hereto, which specifically references the Letter Agreement. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Letter Agreement shall be governed by the internal laws of the State of New York without regard to any conflicts-of-law principles.

[Signature Page Follows]

WOH DRAFT
10.07.21

Sincerely,

Roger Tidball
Town Supervisor

Acknowledged and Agreed:

Lawrence J. O'Connor, PE, LS, F.NSPE

**TOWN OF DUANESBURG TOWN BOARD
RESOLUTION**

October 14, 2021

WHEREAS, the Town of Duanesburg sponsors Youth Services and/or Youth Recreation Programs;

WHEREAS, the Town Board has reviewed the attached contract provided by Schenectady County;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the contract.

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

2021 OCFS Youth Bureau Contract
Schenectady Job Training Agency & Town of Duanesburg
Town of Duanesburg Recreation

This Agreement made the Twentieth of September 2021, between the Schenectady County Job Training Agency (SJTA), a municipal department, hereinafter called the "County" and the youth serving provider, hereinafter called the "Agency," Town of Duanesburg.

WITNESSETH:

WHEREAS, the County requires services for the administration of its lawfully mandated programs and services from the Agency; and

WHEREAS, the County has determined the amount of funds to be paid to the Agency is reasonable and necessary.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** The scope of work is outlined in the attached Office of Children and Family Services Program Application Documents (OCFS 5001-5003) hereto and made a part hereof as Appendix "A."
2. **CONSIDERATION.** Consideration is budgeted at Five thousand dollars (\$5,000.00). The Agency will submit invoices to the County for reimbursement based on actual cost. If services required exceed the above amount set forth and funds become available to the County, then the County shall pay for such excess services.
3. **TERM.** This Agreement shall commence on 01/01/2021 and terminate 12/31/2021, unless terminated earlier as provided herein or otherwise modified in writing and duly executed by both parties.
4. **TERMINATION.** The County may terminate this agreement with thirty (30) days' notice to the other party without cause and immediately if for cause or if Federal or State reimbursement is terminated or not allowed.
5. **RECORDS AVAILABILITY/RETENTION.** The Agency agrees to maintain books, records, and documents according to proper procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement, and to maintain these records for a period of six (6) years hereafter. These records shall be subject to all reasonable times for inspection, review, or audit by State, Federal, and other personnel duly authorized by the County.
6. **CONFIDENTIALITY.** The County and Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information. Each agrees not to allow the examination of records or disclose information, except that examination of records as may be necessary to assure that the purpose of the Agreement will be effectuated and will otherwise comply with requirements and obligations under law. Any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows: This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a

fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure. This section shall survive the termination of the Agreement.

7. **COMPLIANCE WITH RULES, REGULATIONS, AND LAWS.** It is mutually agreed that all rules, regulations, and laws pertaining hereto shall be deemed to be part of this Agreement and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations, and laws for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agency agrees to comply with the Civil Rights Act of 1964 (Pub. L. 88-352, 78 Stat. 241, enacted July 2, 1964, amended by Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85).

During the performance of this Agreement, the Agency agrees that it will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin with respect to employment opportunities including but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay, or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

In acceptance of this Agreement, the Agency covenants and certifies that it will comply in all respects with all Federal, State, County, or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation, and human rights.

8. **CONFLICT OF INTERESTS.** The Agency hereby stipulates and certifies that there is no member of the Schenectady County Legislature or other Schenectady County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.
9. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the County of Schenectady. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.
10. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.
11. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.
12. **STAFFING ASSIGNMENT AND SUPERVISION.** The local Director of Workforce Development will have organizational supervision of any staff working for the County under the terms of the agreement and may have input into the assignment, retention, and reassignment of any staff working under the terms of the agreement. However, the ultimate authority for these staff remains with the appointing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF SCHENECTADY
SCHENECTADY COUNTY JOB TRAINING**

Town of Duanesburg

Name: Bailey Gardiner, LMSW

Name: _____

Title: Sr. Workforce Invest. Youth Coord.

Title: _____

Signed: _____

Signed: _____

Dated: _____

Dated: _____

SCHENECTADY COUNTY MANAGER

Name: Rory Fluman

Title: Schenectady County Manager

Signed: _____

Dated: _____

Approved as to Form:

By: _____
County Attorney

Dated: _____

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY:
Town of Duaneburg

PROGRAM TITLE:
Town of Duaneburg Recreation

LIFE AREA: (Enter Code)	4CVC		GOAL: (Enter Code)	41	
OBJECTIVE: (Enter Code)	416	SOS: (Enter Code)	0420	Performance Measures: (Enter Code)	How much: 135 How well: 90% Better off: 80%

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)				MALE	71	FEMALE	64					
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	127	BLACK OR AFRICAN AMERICAN	3	HISPANIC OR LATINO	2						
	AMERICAN INDIAN OR ALASKAN NATIVE	0	ASIAN	3	TWO OR MORE RACES	0						
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	0										
AGES	0-4	13	5-9	79	10-14	43	15-17	0	18-20	0	21+	0
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described) <input type="checkbox"/> No <input type="checkbox"/> Yes												
IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____ Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____												

IF APPLICABLE

OBJECTIVE: (Enter Code)		SOS: (Enter Code)		Performance Measures: (Enter Code)	How much: How well: Better off:
-----------------------------------	--	-----------------------------	--	--	---------------------------------------

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per gender)		MALE	FEMALE

ETHNICITY: (Enter number of participants per ethnic group)	WHIT E _____	BLACK OR AFRICAN AMERICAN _____	HISPANIC OR LATINO _____			
	AMERICAN INDIAN OR ALASKAN NATIVE _____		ASIAN _____			
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____		TWO OR MORE RACES _____			
AGES	0-4 _____	5-9 _____	10-14 _____	15-17 _____	18-20 _____	21+ _____
IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described) <input type="checkbox"/> No <input type="checkbox"/> Yes						
IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____						
Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____						

OCFS-5003 (11/2015)

Page 2 of 3

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components (OCFS 5003) Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

Each program will select:

Life areas
Goals per Life Area
Objectives per Goal
Services, Opportunities and Supports (SOS)

Step 1: For the Program Component, identify the **Life Area** to be addressed and the appropriate code.

1 ES: ECONOMIC SECURITY

You would enter code **1ES**.

Step 2: Select the **GOAL** to be targeted and its code.

11 Goal: Youth will be prepared for their eventual economic self sufficiency.

You would enter code **11**.

Step 3: Select the objective to be achieved. Choices under this goal include:

111 Objective: Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities.

112 Objective: Young adults who can work will have opportunities for employment.

113 Objective: Youth seeking summer jobs will have employment opportunities.

If you selected Objective **111** - Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities

You would enter code **111**.

Step 4: Select from the following choices the Services Opportunities and Supports that your program offers.

Services, Opportunities, and Supports

0119	Employment Opportunities
0120	Work Readiness Skills
0121	Career Development Supports
0122	College Exploration Opportunities
0123	Life Skills Supports

If you selected Services, Opportunities and Supports 0121 Career Development Supports

You would enter code **0121.**

Step 5: Enter the Performance Measures to be achieved. Choices under this SOS, include:

Performance Measures

How Much

- **021B.1** # of youth enrolled in the program (unduplicated)

How Well

- **0121B.1** % of youth who completed the program
- **0121B.2** % of youth reporting satisfaction with the program

Better Off

- **0121C.1** #%% of youth with increased understanding of career interests
- **0121C.2** #%% of youth with defined career occupational objectives
- **0121C.3** #%% of youth who can name one skill they learned in the program

Note: a selection from each question must be indicated.

Step 6: Enter the following data on your projected target population (in whole numbers not percentages) for those youth participating in –Career Development Supports):

Please use whole numbers, not percentages.

- Gender
- Ethnicity
- Ages
- And if serving Disconnected Youth identify the number (not percentages) in group (i.e. Youth aging out of foster care, Children of incarcerated parents, Youth in juvenile justice system who re-enter community, Runaway and Homeless Youth)

Step 7: (IF APPLICABLE): If your Program chooses to address more selections, you would follow the steps again.

Note: that no more than 2 SOS can be selected per program.

Special Notes:

If the program checked the box on the OCFS-5002, Direct Services will not be provided by this program, follow steps 1-4 for each life area selected.

Each Life area has its own set of Goal(s), Objectives and Services, Opportunities and Supports. Once you identify the Life Area your program is addressing you must use the Goal(s), Objectives and Services, Opportunities and Supports listed under it.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
AGENCY- PROGRAM PROFILE

IMPLEMENTING AGENCY:

Town of Duanesburg

PROGRAM TITLE: Town of Duanesburg Recreation

SITE INFORMATION Most Significant (3 Maximum)

Type	Address (street, city, state, zip)
Playground	Depot Road, Duanesburg, NY 12056

Projected total program enrollment	Projected daily attendance
75	40

PROGRAM SUMMARY: (maximum of 100 words) The Town of Duanesburg Recreation Program serves youth from the western end of Schenectady County. This includes children who live in the Town of Duanesburg, the Duanesburg School District and many homeschoolers. The area includes the village of Delanson, the hamlets of Quakers Street and Mariaville. The Recreation Program includes games, sports, educational visitors, freeplay and arts and crafts. These activities provide a safe place, encourage children and their families to interact with others and staff, to use their imaginations, to develop confidence and independence and have pride in themselves and their community and to be physically active.

Please use whole numbers not percentages. Please note, residential programs may only serve young adults 21-24 if certified to do so and such services have been documented.

GENDER OF PROGRAM PARTICIPANTS, ETHNICITY AND AGES: (Enter basic demographic information for Gender, Ages and Target population)	Male	Female
	71	64

ETHNICITY: (Enter number of participants per ethnic group)	WHITE		12		BLACK OR AFRICAN AMERICAN		3		HISPANIC OR LATINO		2			
	E		7											
					AMERICAN INDIAN OR ALASKAN NATIVE		0				ASIAN		3	
					NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER						TWO OR MORE RACES			
AGES	0-4	13	5-9	79	10-14	43	15-17	0	18-20	21 +				

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: (Enter number of participants per population described)

☐ x No☐ Yes

IF "YES",	Youth aging out of foster care		Children of incarcerated parents	
	Youth in the juvenile justice system who re-enter the community		Runaway and Homeless Youth	

Please describe (in 100 words maximum per feature) how the program for which you are requesting funding addresses each of the Features of positive youth development settings below.

Features of youth development settings (school, home and community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
---	---

<p>Physical & Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.</p>	<p>This Program promotes peer interaction through free play and promotes learning and physical activity through age appropriate supervised games, sports, arts and crafts.</p>
---	--

IMPLEMENTING AGENCY:

Town of Duanesburg

PROGRAM TITLE:

Town of Duanesburg Recreation

Appropriate structure

Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.

This entire program is monitored by a trained Recreation Director and Assistant Recreation Director on a daily basis to ensure safety and rule following and who design and oversee all activities. Rules are set by the Director and counselors. Counselors are trained in working with children and are expected to report any issues to the Director or Assistant who then reports any concerns to the parents or Board.

Supportive relationship

Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.

This program provides counselors who interact with children through games, sports, arts and crafts and various activities while providing support as needed.

Opportunities to belong

Opportunities for meaningful inclusion, regardless of one's gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.

The park program offers children a variety of activities to participate in. Children are encouraged by counselors to experience the many activities available. A calendar of activities is provided to encourage participation.

Positive Social Norms

Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.

The entire program is monitored by the Recreation Director and Assistant to ensure safety and rule-following. Counselors work to encourage participation, rule following, consideration of others and enjoyment for all children. As well as upholding standard rules for public behavior for children.

IMPLEMENTING AGENCY:

Town of Duaneburg

PROGRAM TITLE:

Town of Duaneburg Recreation

Support for Efficacy & Mattering

Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

This program expects and encourages children to interact with peers and adults in a positive manner while at the park. In addition, children form relationships with peers and adults which promotes a sense of community. In turn, children are more confident and independent when facing challenges.

Opportunities for Skill Building

Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

During the park program, children are exposed to many structured and unstructured activities to promote social, physical, academic and thinking skills. During the program, we promote literacy and safety by bringing in volunteers from the library and trained EMTs and an ambulance.

Integration of Family, School & Community Efforts

Concordance; coordination and synergy among family, school and community.

The program works with the local schools to distribute information and encourage participation in the program. Local high school students and college students are hired for summer employment. Family members are also encouraged to participate in the daily activities at the park with their children.

Monitoring & Evaluation Methods	(Please describe in 100 words or less)
<p>Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies and/or State and Local laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.</p>	<p>The Program is monitored by the Recreation Director through emergency contact sheets and sign-in sheets for the park program. The Recreation Director and the Assistant Recreation Director are present at all times and monitor daily activities. Park Commission members drop by throughout the program. The Town Supervisor, Board members and the Recreation Director use participant and parent feedback and sign in sheets for planning and budgeting purposes.</p>
<p>Evaluation Methods is the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used.</p>	<p>Success of the program is determined by the Recreation Director by reviewing the sign-in sheets to determine the daily numbers of participants and the success of daily activities. The Recreation Director and Assistant Director monitor activities to determine the enjoyment and safety of participants. The Director and Assistant regularly speak with families to discuss any concerns and the success of activities and the overall program. This information is shared with the Park Commission and Town Board. Commission members drop in during the program to evaluate. This information is used to evaluate for future programs and budgeting purposes.</p>

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency-Program Profile Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

Site Information: Please enter up to three (3) of the most significant sites for this program. Must use the following types only: Agency, Athletic Fields, Campsite, Church, Community/Youth Center, Gym, Housing Project, Library, Office, Playground, Pool, Program, School/Classroom, or Shelter.

Projected Total Enrollment: With knowledge of the community to be served and/or history providing programming in the community, please use your best projections on the data required. **Please use whole numbers, not percentages.**

Projected Daily Attendance: Use your best projections on this data. If you checked other on the 5001 please provide the projected attendance on the day that the program operates (i.e. once a week, two days a week, once a month). **Please use whole numbers, not percentages.**

Program Summary (Maximum 100 words): Include in your summary; TARGET POPULATION-the characteristics of the youth to be served; GEOGRAPHIC AREA-physical boundaries (i.e. school district, village, town, city, county, etc.) in which the program will operate; and SERVICE METHODS-key services and activities to be used.

Gender of Program Participants, Ethnicity, and Ages: Enter basic demographic information on the programs target population. Please use whole numbers, not percentages. Please note residential programs may only serve young adults aged 21-24 if certified to do so and such services have been documented.

Disconnected Youth: This should be checked yes only if you can document that you are serving that particular population. Please refer to the website resources section on this document for further explanation on Disconnected Youth. **Please use whole numbers, not percentages.**

Features of Youth Development Settings: Please describe in 100 words (maximum) per feature how the program for which you are requesting funding addresses each of the Features of Positive Development Settings below.

The Features of Positive Development Settings are processes or "active ingredients" that community programs should use in designing programs to facilitate positive youth development. We stress that the implementation of these features need to vary across programs precisely because they have diverse clientele and different constraints, resources, and goals (source: Community Programs to Promote Youth Development, National Research Council, Institute of Medicine).

MONITORING AND EVALUATION

Monitoring: Describe the process to be used to monitor **the program** on a regular basis. Include who will be responsible, frequency, and how you document monitoring activities. (See Monitoring Manual for Youth Bureaus for more information on monitoring)

Evaluation Methods: Describe the process to be used to evaluate the attainment of the **program** objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used. Please refer to the website resources section on this document for further explanation on Program Evaluation.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Information

Program Title: Town of Duanesburg Recreation		QYDS ID# (For County Use Only):	Program Year: 2021
FUNDING INFORMATION			
Funding Category: <input checked="" type="checkbox"/> Youth Development Funding <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II <input type="checkbox"/> Safe Harbour <input type="checkbox"/> Other _____		County: Schenectady	
FUND AMOUNTS			
TOTAL PROGRAM AMOUNT: \$11,000			
OCFS FUNDS ALLOCATED:		OCFS FUNDS REQUESTED:	
PERIOD OF ACTUAL PROGRAM OPERATION:			
FROM: 1/1/2021		TO: 12/31/2021	
AGENCY INFORMATION:			
This Agency is: <input type="checkbox"/> Private, Not for Profit <input checked="" type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Federal ID #: 14-6002612	Charities Reg. #:
Agency Website: www.duanesburg.net		Implementing Agency: Town of Duanesburg	
Mailing Address: 5853 Western Turnpike			
Address Line 2:			
City: Duanesburg		State: New York	Zip Code: 12056
CONTACT PERSON FOR AGENCY:			
Last Name: McCarthy		First Name: Elaine	
Title: Recreation Director		Phone Number: (518)505-5398	Extension:
Fax Number: (518) 895-8171		E-Mail: el.r.mccarthy@gmail.com	
EXECUTIVE DIRECTOR FOR AGENCY:			
CONTACT PERSON FOR AGENCY/MUNICIPALITY:			
Last Name: Tidball		First Name: Roger	
Title: Town Supervisor		Phone Number: (518)895-8920	Extension:
Fax Number: (518)895-8171		E-Mail: rtidball@duanesburg.net	

EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your program.

☐ Changes have been submitted on the electronic OCFS-5001, 5002, 5003.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

QYDS ID#: **County Use Only.** This number will be provided to you after the application has been entered into QYDS. Contract Agencies will get this number from their County Youth Bureau. **All programs will have new QYDS ID#'s annually.**

Program Year: Enter the year the program will operate.

FUNDING INFORMATION

Funding Category: To be completed by the County. Categories include: Youth Development Funding, RHYA Part I, RHYA Part II, Safe Harbor **OR** Other.

County: Enter County where program applying for funding is located.

FUNDING AMOUNTS

Total Program Amount: Enter the total Program Budget.

OCFS Funds Allocated: To be completed by the County. This figure should be what the Youth Bureau is actually allocating to the program applying for funds.

OCFS Funds Requested: Enter the state aid being requested from the County.

Period of Actual Operation: Enter the month and year that the program begins (FROM) and the month and year that the program ends (TO).

RHYA PROGRAMS ONLY:

RHYA I: Provides 60/40 state-local matching funds for coordination of RHY services, as well as short-term (30-60 days) **OR** (60/120 days) **OR** residential and non-residential services to runaway and homeless youth under age 21, i.e. Interim Family Programs (Host Home).

RHYA II: Provides 60/40 state-local matching funds for residential and non-residential services to youths ages 16-21 for up to twenty-four months, i.e. Transitional Independent Living Support Programs.

Agency Information: Enter the type of agency; Federal ID #; Charities Registration #; and agency website (if Applicable). Enter the name, address, city, state, and zip code of the incorporated agency responsible for operation of the program.

Contact Person for Agency: Enter name, title, phone number, extension (if applicable) fax number and email of the person who can sign on behalf of the applying agency.

Executive Director for Agency: Enter information for the person to contact for this program. The email should be a business or official e-mail address.

Disclaimer: Check the box only if there have been changes to the 5001, 5002 and/or 5003. If there are no changes a hard copy of the 5001 **must** still be sent to the County Youth Bureau with an original signature.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

October 14, 2021

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

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

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

WHEREAS, MCJ Construction has submitted an invoice, dated October 5, 2021, for Town Board review in the amount of **\$323,151.76** for services provided during the period ending September 22, 2021 ("Contractor Invoice No. 5").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 5 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of **\$323,151.76**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of October 14, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

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



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

 ORIGINAL

October 5, 2021

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

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

Sub: Contract TD1-G-20
Payment Request #5

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 5 for MCJ Construction, the contractor for the subject project, for the period ending September 22, 2021 in the amount of \$323,151.76. The balance to finish including retainage equals \$129,383.89

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

Attached for your files are the following items:

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

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.



Bill Brown, P.E.

P:\Duanesburg (T)\SD\Long Term Improvements\Construction\pay apps\General\#5\TD1-G-20 Pay App 5 CL.doc

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

ORIGINAL



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Town of Danesburg PROJECT: Delanson WWTP Long Term Improvements APPLICATION NO: 5 Distribution to: OWNER ARCHITECT CONTRACTOR

FROM CONTRACTOR: MCI Construction LLC, 777 Bunker Hill Road, Mayfield, NY 12117 ARCHITECT: Delaware Engineering 55 South Main Street Oneonta, NY 13820

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

- 1. ORIGINAL CONTRACT SUM \$ 999,000.00
2. Net change by Change Orders \$ 56,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,055,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 974,332.75

- 5. RETAINAGE: a. % of Completed Work \$ 48,716.64 (Column D + E on G703) b. % of Stored Material \$ 0.00 (Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 48,716.64

- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 925,616.11

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 602,464.35

- 8. CURRENT PAYMENT DUE \$ 323,151.76

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 129,383.89

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved, Total approved this Month, TOTALS, and NET CHANGES by Change Order.

CONTRACTOR:

By: [Signature] Date: 9/28/21 State of New York County of Fulton Subscribed and sworn to before me this 28th day of September 2021 Notary Public: Constance A. Bucknell My Commission expires 5/31/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 323,151.76

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

By: [Signature] Date: 10/5/2021

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

ORIGINAL



CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

AIA DOCUMENT G703

Page of

2

5

APPLICATION NO.

APPLICATION DATE

PERIOD TO:

ARCHITECT'S PROJECT NO.

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD				
1	Mobilization/Demobilization	\$45,000.00	\$22,500.00	\$9,000.00		\$31,500.00	\$13,500.00	\$1,575.00
2	New EQ Tank and Building	\$300,000.00	\$275,000.00	\$25,000.00		\$300,000.00	\$0.00	\$15,000.00
3	New Mechanical Fine Screen	\$190,000.00	\$9,500.00	\$178,000.00		\$187,500.00	\$2,500.00	\$9,375.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$82,500.00	\$47,500.00		\$130,000.00	\$20,000.00	\$6,500.00
5	Site Work and Yard Piping	\$65,000.00	\$55,000.00	\$10,000.00		\$65,000.00	\$0.00	\$3,250.00
6	SBR Tank Grating and Railing	\$30,000.00	\$1,500.00	\$0.00		\$1,500.00	\$28,500.00	\$75.00
7	NPW System in Filtration Building	\$67,000.00	\$3,350.00	\$61,150.00		\$64,500.00	\$2,500.00	\$3,225.00
8	New UV System	\$130,000.00	\$124,500.00	\$3,000.00		\$127,500.00	\$2,500.00	\$6,375.00
9	Modify Chemical Feed Skid	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	\$0.00	\$100.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$2,323.00	\$6,509.75		\$8,832.75	\$11,167.25	\$441.64
11	Alternate 1 - Rock Excavation (0-100CY)	\$56,000.00	\$56,000.00	\$0.00		\$56,000.00	\$0.00	\$2,800.00
12	Alternate 2 - Rock Excavation (101-500CY)	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
13			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
14			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
16			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
19			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
23			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
24			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$1,055,000.00	\$634,173.00	\$340,159.75	\$0.00	\$974,332.75	\$80,667.25	\$48,716.64

G703-1992

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-5302



Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

Rev Dec. 08

OMB No. 1235-0008

Expires 02/28/18

ADDRESS: 777 BUNKER HILL ROAD
MAYFIELD, NY 12117PROJECT AND LOCATION: Town of Duanesburg, Delanson VVWTP
1376 Cole Road, Delanson, NY 12053

PROJECT OR CONTRACTOR NO. PRC NO. #2020009005

Name of Contractor MCJ CONSTRUCTION, LLC

FEIN 14-1855446

For Week Ending 8/15/2021

Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions				Net Wages Paid for week			
			M 8/9	T 8/10	W 8/11	TH 8/12	F 8/13	S 8/14	S 8/15				FICA	Fed WH tax	NYS tax	PFL SDI		Other	Total Deductions	
Garber, Christopher 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer									0	77.94	0.00						0.00	0.00
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor									0	60.54	0.00						0.00	0.00
Pulman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O	Labor									0	77.94	872.64	66.75	81.30	33.86	5.06	87.25	274.23	598.41
Owens, Jonathan 229 Midline Rd Amsterdam, NY 12010	M/O	Labor									0	60.54	1,937.28	148.20	166.90	102.83	10.50		428.43	1,508.85
Sergalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager									0	65.00	2,600.00	198.90	490.79	153.65	0.60	843.94	1,756.06	
											0		0.00					0.00	0.00	
											0		0.00					0.00	0.00	
											0		0.00					0.00	0.00	
											0		0.00					0.00	0.00	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copeland Act (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3302, 200 Constitution Ave N.W., Washington, D.C. 20210

8/20/2021

Member/Manager (Title)

ereby state:

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

Town of Duaneburg, Delanson WA: that during the payroll period commencing on the

(Building or Water)

9th	day of August 2021	, and ending the	15th	day of August 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MCJ CONSTRUCTION, LLC

(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages payable by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 997, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

XX in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
XX Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(C) below.

(c) EXCEPTIONS

[illegible]

REMARKS:

Name and Title	SIGNATURE
----------------	-----------

Leslie Garber/Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

ADDRESS: 777 BUNKER HILL ROAD

ADDRESS: 777 BUNKER HILL ROAD
MAYFIELD, NY 12117

ADDRESS:	777 BUNKER HILL ROAD MAYFIELD, NY 12117	OMB No. Expires 0
PROJECT AND LOCATION:	Town of Duaneburg, Delanson WWTP	PROJECT OR CONTRACTOR NO.

OMB No. 1235-0008
Expires 02/28/18

FEIN		For Week Ending		PROJECT AND LOCATION:										PROJECT OR CONTRACTOR NO.							
14-1835610		8/22/2021		Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053										PRC NO. #2020009005							
Name and Individual Identifying Number of Worker	No. of With- holdings	ST of Classification	Day and Date							Total Hours	Rate Pay	Gross Amount Earned	Deductions				Net Wages Paid for week				
			M 8/16	T 8/17	W 8/18	TH 8/19	F 8/20	S 8/21	S 8/22				FICA	Fed WH tax	NYS tax	PFL SDI		Other	Total Deductions		
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT								0	77.94	0.00							0.00	0.00
		Hol							0	60.54											
		ST							0	60.54											
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O		OT								0	77.94	0.00							0.00	0.00
		Hol							0												
		ST							0	60.54											
Pulman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O		OT								0	77.94	2,181.60	186.89	338.01	105.16	4.52	218.18	832.74	1,348.86	
		HOL							0	60.54											
		ST	8	8	8	8	8	40	54.54												
Owens, Jonathan 229 Midline Rd Amsterdam, NY 12010	M/O		OT								0	77.94	2,421.60	185.25	263.04	138.35	12.97		599.61	1,821.99	
		Hol							0	60.54											
		ST	8	8	8	8	8	40	60.54												
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	OT								0	65.00	2,600.00	196.90	490.79	153.65			843.34	1,756.66	
		HOL							0	65.00											
		ST	8	8	8	8	8	40	65.00												
											0		0.00							0.00	0.00
		ST							0												
		ST							0												
											0		0.00							0.00	0.00
		ST							0												
		ST							0												

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act5 (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments on this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3302, 200 Constitution Ave N.W., Washington, D.C. 20210

8/27/2021

Member/Manager

(Title)

(1 me)

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC
(Contractor or Subcontractor)

Town of Duanesburg, Delanson W. that during the payroll period commencing on the

(Building or Work)

16th	day of August 2021	and ending the	22nd	day of August 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 8 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 50 Stat. 108, 72 Stat. 967; 40 U.S.C. & 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are complete and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

XXX In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below. Employees, except as noted in section 4 (c) below, shall be entitled to the same fringe benefits as those provided to the employees of the City of New York.

employees, except as noted in section 4 (c) below.employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

Name and Title

Leslie Garber/Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date 9/3/2021

I, Leslie Garber (Name of Signatory Party) Member/Manager (Title)

do hereby state:

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC (Contractor of Subcontractor) on the

Town of Duanesburg, Delanson, VA that during the payroll period commencing on the 23rd day of August 2021 and ending the 29th day of August 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MCJ CONSTRUCTION, LLC (Contractor of Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. & 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

XX in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below employees, except as noted in section 4 (c) below.


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

XX Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Name and Title Leslie Garber/Member	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

PAYROLL

Wage and Hour Division

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



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Rev Dec. 08

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ADDRESS: 777 BUNKER HILL ROAD
MAYFIELD, NY 12117

OMB No. 0704-0188

OMB No. 1235-0008

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the Information collection contained in 29 C.F.R. 3.3, 5.5(e), the Copeland Act5 (40 U.S.C. 3145) contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.145(d)(2)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receive this information to determine if employees have received legally required wages and if those benefits

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room 53302, 200 Constitution Ave N.W., Washington, D.C. 20210

9/10/2021

Member/Manager

(Title)

(continued)

(2011)

employed by

_____ on the _____

period commencing on the

day of September 2021

es earned, that no rebates have

from the full _____

made either directly or indirectly
as defined in Regulations, Part
48 Stat. 943,
below:

mitted for the above period are retained therein are not less than the into the contract; that the the work he performed.

er in a bona fide
onized by the Bureau of
such recognized agency exists in a
ed States Department of Labor.

(4) That

US, FUNDS OR PROGRAMS

er or mechanic listed in
is listed in the contract
benefit of such
es, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

XX. Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

Name and Title

Leslie Garber/Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm

U.S. Wage and Hour Division

Rev Dec. 08

OMB No. 1235-0008
Expires 02/28/18

Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

ADDRESS: 777 BUNKER HILL ROAD
MAYFIELD, NY 12117

PROJECT AND LOCATION: Town of Duaneburg, Delanson VWTP
1376 Cole Road, Delanson, NY 12053

PROJECT OR CONTRACTOR NO.
PRC NO. #2020009005

Name of Contractor
MCJ CONSTRUCTION, LLC

FEIN
14-1835610

For Week Ending
9/12/2021

Name and Individual
Identifying Number
of Worker

No. of
With-
holdings

Work
Classification

Day and Date

Rate
of
Pay

Gross
Amount
Earned

FICA

Fed W/H
tax

NYS tax

PFL

SDI

Other

Total
Deductions

Net Wages
Paid
for week

Garber, Christian
13 Tamarack Trl
Saratoga Springs, NY 12866

Engineer

S/O

Garber, Michael
17 Milton Heights Blvd
Ballston Spa, NY 12020

Labor

S/O

Pulman, Ryan D
112 Little Rock Lane
Broadalbin, NY 12025

Labor

S/O

Owens, Jonathan
229 Midline Rd
Amsterdam, NY 12010

Labor

M/O

Sargalis, Jeffrey E
29 S. Shore Rd
Northville, NY 12134

Manager

S/O

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Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3502, 200 Constitution Ave N.W., Washington, D.C. 20210

Date: 9/17/2021

I, Leslie Garber
(Name of Signatory Party)

do hereby state:

Member/Manager
(Title)

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)
_____ on the

5th day of September 2021, and ending the 15th day of September 2021

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 3 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. & 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below employees, except as noted in section 4 (c) below.

XX Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

[illegible]

REMARKS:

Name and Title	SIGNATURE
----------------	-----------

Leslie Garber/Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm



Rev Dec. 08

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5008

[illegible]

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Public Burden Statement

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3502, 200 Constitution Ave N.W., Washington, D.C. 20210

9/24/2021

Leslie Garber

of Signatory Party)

state:

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

Town of Duaneburg, Delanson WI; that during the payroll period commencing on the

13th day of September 2021, and ending the 19th day of September 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 3 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. & 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

h) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

XX. Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

Name and Title	SIGNATURE
----------------	-----------

Leslie Garber/Member

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

[illegible]

**TOWN OF DUANESBURG TOWN BOARD
RESOLUTION**

October 14, 2021

WHEREAS, the Town of Duanesburg Town Supervisor, as Town Budget Officer, has received and reviewed the budget estimates for the 2022 fiscal year budget with the Town Departments; and

WHEREAS, the Town Supervisor has prepared the tentative budget from the budget estimates (the "Tentative Budget"); and

WHEREAS, the budget estimates and Tentative Budget were filed with the Town Clerk's Office; and

WHEREAS, the Town Clerk presented the Tentative Budget to the Town Board at the meeting of the Town Board on October 14, 2021.

NOW, THEREFORE, BE IT RESOLVED, the Town Board has reviewed the Tentative Budget and approved it as the preliminary budget (the "Preliminary Budget"); and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to file a copy of the Preliminary Budget with the Town Clerk's Office for review by any interested party during regular office hours and to post the Preliminary Budget on the Town's website; and

BE IT FURTHER RESOLVED, that pursuant to Town Law § 108, the Town Board shall meet and hold a public hearing on October 28, 2021 at 7:00 p.m. at the Town of Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York, to hear any person in favor of or against the Preliminary Budget as compiled or for or against any item therein contained; and

BE IT FURTHER RESOLVED, that the Town Board directs the Town Clerk to publish a notice of public hearing on the Preliminary Budget in the Schenectady Gazette and posted to the Town's website and Town signboard, all to appear once more than five (5) days before the date of public hearing.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special meeting on October 14, 2021.

Roger Tidball, Supervisor

Jennifer Howe, 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

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

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, Duanesburg, New York, on **Thursday, October 28, 2021**, at **7:00 p.m.** for the purpose of hearing all persons interested in the Preliminary Budget for 2022, and that any person may be heard in favor or against the times therein contained.

The Preliminary Budget for the Town of Duanesburg for the fiscal year beginning January 1, 2022 has been filed in the office of the Town Clerk, Town Hall, 5853 Western Turnpike, Duanesburg, New York, where it is available for inspection during regular office hours.

Pursuant to Section 108 of the Town Law, the proposed salaries of Town Officers are hereby specified as follows:

Town Supervisor: \$21,140
Town Justice: \$16,315
Town Justice: \$16,315
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Clerk \$46,500
Highway Superintendent: \$58,577

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: October 14, 2021

411 Darby Hill Clean up Picture



Town Board MVB.
14 October 2021
Housekeeping

For Sept 7-30
No closure ✓

Please accept my Privilege of the floor statement and supporting documents. I would like this included in the town board minutes as published on the town website.

1. Transcript from the July 15, 2021 Planning Board Meeting with Brandon Smith from GreenCells. 31 page document.
2. The transcript mentions the Visual Maintenance Agreement
I checked Schenectady County LandEx records and the Agreement has not been filed with the County Clerk.

August 5, 2021 12:55 email from Amp to the Bakner

"Thanks again for circulating the Visual Screening Maintenance Agreement earlier this week. Following up on Teresa's message, should we expect a revised version to be issued?"

Is there a revised Visual Screening Maintenance Agreement?

If so, why?

3. June 24, 2021 Visual Maintenance Agreement page 1 states; "The Operator shall maintain and replace the Visual Screening, including, without limitation, the replacement of dead or dying planting made as required by the Town approvals, through the existence of the Project until such time as the Project is decommissioning in accordance with the Decommissioning Agreement; by and among the Operator, Town and Land Owner"

This is not in agreement with the construction drawing which reference one year. That may be an agreement between the contractor and the Operator. Maintenance of the evergreen screening should be for the lifetime of the Project.

4. Amp continues to incorrectly identify the Biggs home. This information was submitted to the Planning Board on October 12, 2021. This detail is critical to the preservation of the parcels property value. I request that the town board perform a site visit to the Biggs parcel and to the Project site to confirm the facts.

August 2021 Planning Board meeting I ask what is the distance from the Biggs house to the nearest BESS. Neither Amp nor Green could identify my home or inform me of the distance. I still have not been provided an answer. What is the distance of the Biggs home to the east BESS?

What are the GPS locations of the fence posts for the eastern array?

5. This is the view from the second floor of the Biggs house when the blue spruce were first planted in the late 1990s. The Blue Spruce have a fungus and many may have to be cut down. As a result the Biggs home may have a clear view of this array. I request that the town and planning

boards visit my home to understand the necessity of screening the Biggs entire 2,500 foot property line.

6. Email August 9, 2021 1:46 pm email Amp Solar Group to Terresa Bakner states that "The panels are at 2.754 meters when the modules are flat." This is a distance of 9 feet from the ground to the panel when flat and parallel with the ground.

The mechanical drawings sets for both Oak Hill 1, LLC and Oak Hill 2, LLC contain elevations of the tracker panel. The drawings do not appear to be at scale.

Detail A indicates a 9 feet post depth. Other drawings indicate 11 feet post depth. This is a difference of two feet. Will the array be 14.5 feet tall or will the array be 16.5 feet tall?

What is the correct height between the ground and the panel when flat and parallel with the ground?

7. Amp proposes the trees are planted last. I'm opposed to this. It appears that Amp, Eden and Green Cells have misrepresented their project since the beginning. There is a 100 foot set back from the property line. The trees can be planted and the contractor still has 75 feet to work in. Please get the trees in before the Developer begin and "forget" to complete their job.

8. August 2021 I requested to see the Approved Oak Hill Site Plan from September 19, 2019. I visited town hall and the document I was provided included sheet 1 through 11. The box in the lower right of sheet one is not signed by the Planning Board Chair. The omission of the approval signature may have permitted Eden Renewables to submit a site plan to NYSERDA that was not approved. In fact they only submitted sheets 1 through 10 of 10. The planting plan to screen Biggs property is omitted.

It appears that the towns lack of oversight and accuracy may have opened the door for impropriety.

9. Email June 2, 2021 3:46 PM

Terresa Bakner to Travis Mitchell of EDP to

"Travis, could you send me a PDF of the drawing that you submitted to the Town Planning Board showing the batteries that are integrated into the system."

Email June 3, 2021 5:45 AM

Travis Mitchell of EDP to Terresa Bakner

"I've attached the July 2, 2019 submittal referenced the email chain I've also grabbed a screen shot below of the array layout and highlighted the little square box on the end of the row which I understand to be the integrated battery." "We depict these our drawing for illustrative purposes on to give the Planning Board a feel for the size and location...."



Speaker 1 (00:00:00):

And I want to just point out that recently Mike Harris, who was a senior member of the board, has accepted a position as the vice chair, vice chair, and, uh, Matt Hoffman, who is now permanently a member of the board member alternative before Mike Walpole, same deal. And so we have a lot of Mikes on the board. So we welcome that. We have a fully constituted board now, uh, we have no alternates, but we have enough voting members so that we can proceed comfortably. Like just point out that these are volunteer jobs and people are giving up a lot of their time to do this. And the board's decisions are really a matter of collective thinking in guided by the town zoning laws, and we try to involve the public. The public's voice is always heard at these meetings. We incorporate their concerns to the largest extent, practical all the legal constraints that we have.

Speaker 1 (00:01:17):

We also, and these meetings, we also have a, uh, a town board attorney. Uh, the Teresa Bakner is well-versed in municipal law and environmental law, strong assets are actions that the planning board will correct us whenever we stray from their constraints that we operate under. And we have Dale Warner who is our town planner and code enforcement officer. And he gives up his time to be at these meetings as well as Melissa painstaking, to take the notes and trying to transcribe all of this information, that's passed back and forth and on the website, which is it's a considerable amount of work. So thank them very much, uh, with that being said, uh, we'll just go around quickly. I like to do this for introductions and say, my name is Jeff Schmidt, the chair person of the planning board.

Speaker 2 (00:02:14):

Elizabeth Novak, Planning Board Member. Matt Hoffman, planning Board Member.

Speaker 1 (00:02:21):

Josh planning board member, Mike Harris, the vice chair. [inaudible] good. Okay. Yeah. Typically a piece of meetings, we got, we have an agenda that we circulate the head of the meetings, uh, in this case, some late changes to the agenda. Uh, they went out in a timely manner. We promise all the time, but we wanted to include them. So for those that have a copy of the older agenda, there's another agenda that's available that we will be working off of. The first part of the meeting is typically the open forum, uh, the open forum, kind of the guiding rules that are, uh, any statement that you would like to make to the planning board members in burden, almost any issue with the planning board has jurisdiction over. You could make, uh, please identify yourself, like maybe even your location and keep your presentation succinct. Uh, we, you say four minutes and also the presentation shouldn't involve anything that's on the agenda you discuss further. And so with that is, uh, as a backdrop, I'll make a motion to open, open forum for the tonic points where the planning board meeting 1524. Yes, yes, yes, yes, yes, yes. So anybody would like to make any comment to report on human performance. Welcome to do so.

Speaker 2 (00:04:03):

Good evening. This is Lynne Bruning 13388 Duanesburg Road. The solar facility law and the event facility law remain open for public comment. The next town board meeting is Thursday, July 22nd at 7:00 PM. Please make comments write to the town clerk. Since 2020 Duanesburg residents including myself have requested that the town approve a moratorium on battery energy storage. At the June 24th, 2021 town board meeting, Supervisor Tidball stated. "He believed the town would be opposed to big storage units and containerize battery energy storage. I have attached a copy to my statement NYSEDA battery energy storage guide book, and some images and solar storage for your reference. NYSEDA reviews

solar arrays and battery energy storage as independent separate projects. Even if they are co-located, this opens the possibility to obtain a PILOT for an array, as well as a PILOT for storage. Developers significantly increased their revenue by selling energy storage at peak hours.

Speaker 2 (00:05:12):

You get a link to obtain and pilot for storage, and maybe seeing as the town leaving money on the table by sort of requires that battery storage projects is year to the 2021 international fire code. Even if this is more restrictive than the municipalities laws, the town should reinforce this week, the battery energy storage law, then I have with the developers are responsible to their investors, not the town, not the neighbors and not the environment. Our solar law does not address where you use batteries are stored prior to removal and how often they must be removed. The approximate lifetime of an energy storage battery is less than 10 years. Does our law require the owner operators to immediately remove the waste on site for the next owner to dispose of will improper storage batteries cause contamination of ground water. These are items that could be right down to the battery energy's law.

Speaker 2 (00:06:12):

I request the [inaudible] with a moratorium. Editorials are Agon Richmond cancer. I included those moratoriums for your reference and the moratorium is important because salaries are dangerous and things you would slow. The March, 2020 explosion of the habit avail to house at 1359, it was enough warning for me that things do go wrong. This fire shut me out about seven for more than four hours. The house was built before the 19 hundreds. I suspect in terms of glaze for these degree of valid, as Festus led into the air, which was blowing west over the neighbor's house, a battery energy storage, this lotion is, would likely be far or far more engaged in the explosion they were definitely working for is because the electrical fires are hard to extinguish. And I would suggest that the law disclosure in firefighting foam can be fast. And how will the earth be protected by the fire in South Korea? There's 23 battery fires in a year and a half. And I have an article and justice, Forrest, Illinois. It was a warehouse of batteries. I'm sort of not affiliated with them, but a big warehouse, but that exploded in 5,000 presidents were evacuating for more than four days that burned out. Um, I hope that information you're telling me.

Speaker 2 (00:07:50):

Okay, thank you, Lynne council later,

Speaker 1 (00:07:59):

Are there any other comments from the public issues? Information okay. Hearing nothing? Uh, no, uh, I'll move to close the open forum. Yes, yes, yes, yes, yes, yes, yes. Right. First item on our agenda, really the second item would be public hearings. Uh, we had public hearings and we approve the minor subdivision for the [inaudible]

Speaker 2 (00:08:55):

[inaudible] most of the day in regards to the currently privileged subdivision. Uh, it was something like that together and then present it to the planning board last year, last fall, you got your pools, but some circumstances will not be able to follow up. [inaudible] um, so we're here back, uh, in July here or with the public hearings, um, hold the re approval process and signature an updated plan anyway. So we need file the map.

Speaker 1 (00:09:32):

Any changes whatsoever to the plat that's going to be filed?

Speaker 2 (00:09:38):

No, sir. Actually I returned all of the original ones. I spoke with Dave over at the county and he said, as long as the date is updated, he's perfectly good. She's having to come in five, six years old. So he goes, as long as they got, you know, they went back to the process. Um, if the board look them over and give it a new date on it and stamp it, they were good.

Speaker 1 (00:09:58):

Chair: All right. [inaudible] can you just succinctly describe what the private [inaudible]? Um,

Speaker 2 (00:10:13):

Anyway, so yes, we had a, uh, most of my subdivision located at 4 3, 4 5, 4, 5, 6, um, New York state Route 20 Western Turnpike is existing two structures down there. I believe the one is, uh, the antique shop, by the way, this next thing you have to show up, I take it back. There's a house there. And then the, uh, what was that a rental, but which is now owned by the guns and ammo place out there are going to be any way shortly and again, uh, put together to a lot division. Um, and we, we were in the handling zone and each of the two lots meet all the requirements for that particular zone. And, uh, excuse me, each of the, uh, the lots at the septic and Wells for them already, just basically all the improvements are existing and the way we cut it up and designed them, uh, we met all the zoning requirements for the [inaudible] itself.

Speaker 1 (00:11:32):

[inaudible]

Speaker 2 (00:11:34):

Town Attorney: Do we have the deeds.

Speaker 1 (00:11:34):

None of the deed has been done yet because we couldn't file he's working on it. Yes. Yeah.

Speaker 1 (00:11:48):

Provided legal descriptions. Yeah. Yeah. Like I said, Paul got to put them together, but we can't file anything if we can pull them out of his files. So that was why does he was transferred as of yet

Speaker 1 (00:11:59):

Chair: [inaudible], I'll make the motion to open the public hearing. [inaudible] For the minor subdivision.

Speaker 1 (00:12:32):

Board: votes yes.

Speaker 1 (00:12:32):

Chair: anyone from the public has any concerns, comments. I'd like to have more information on this. This is your opportunity to say so.

Speaker 1 (00:12:37):

Chair: [Inaudible] The planning board approve the minor subdivision.

Speaker 1 (00:13:02):

Board: You got to close the public. [inaudible] make a motion to close the public hearing. [inaudible] so I'd like to make a motion to approve the minor subdivision before the application. [inaudible].

Speaker 1 (00:14:23):

Board: votes yes

Speaker 2 (00:14:24):

Yep. Everything's all set. Now I had dropped the fire plans off. So if you could just give me a ring when they're set ready and I'll pick them up and file with the county and then we'll get the deeds I said, follow through with the deeds file tomorrow. Thank you.

Speaker 1 (00:14:41):

Clerk: they'll be ready tomorrow.

Speaker 1 (00:14:45):

Have a good night guys. Thank you. Thank you. [inaudible].

Speaker 1 (00:14:59):

Chair: the next item on the agenda is new business of which we have your businesses. So I don't know if that's a good thing or a bad thing. We don't have any discuss. Uh, we have a new item we miss was, uh, uh, a late addition to the agenda. It's Oak Hill , uh, Solar one and two, uh, amendments to their existing construction plans that were approved by the planning board.

Speaker 2 (00:15:25):

Town Attorney: Before you go ahead with that is there an application for a sketch?

Speaker 1 (00:15:25):

inaudible.

Speaker 1 (00:15:25):

Chair: The next

Speaker 1 (00:15:40):

Chair: I say, I think Oak Hill discussions may take a bit at a time. The next item is sketch plan review, and we have a sketch plan. The bus from Robert Bernhardt located at 244 Barton hill road for a lot line adjustment. Are you here? Why don't you just try to do even first year stuff?

Speaker 1 (00:15:59):

Resident: Sure. Thank you. Basically, as you can see on there on the yellow highlighted area is the tail end of a piece of property I would like to buy and the property just below that as my existing residential home. And it's a piece of property I've been looking at for a number of years and the owner decided he was going to sell it contacted me last week. And, uh, approximately two acres. I, I kind of walked it with a GPS, but, um, I am talking to a surveyor who come in and survey that along with my existing property and make one new deed and a new survey map with that on there.

Speaker 1 (00:16:46):

Board member: And that line that says 10.3 A to erase that line.

Speaker 1 (00:16:52):

Resident: Yeah. That line, um, to the right of that was, uh, the surveyor. And I drew that in there. That's that would be the proposed new line. And I do have a letter here from, from Phil Boyle, the current owner. Yep. Oh, you have that. Okay. All right. Very good. Yeah. So you're not buying the whole parcel. No. Yeah, just that piece. And I have no intentions of building anything there that the hashed area that you can see there is, uh, a fence line. Um, and that little tail piece of property is just behind in my backyard and behind that is I-88. So, and you know, it's been one of those things that I've looked at for years and he decided that he would, he would sell it. So, so not interested in the whole parcel, just what's behind my backyard that's all. [inaudible]

Speaker 1 (00:17:49):

no, there's nothing there now. And it's matter of fact, it's pretty much landlocked. There's a very large, um, I'm not going to say cliff, but a very big hill almost on the property line for the next parcel to the right there. And then it goes down the hill across as a stream, and then it's flat and his property, he's got a small hut and about maybe 150 feet, I'm guessing road frontage coming out there. So what's in now comes in off of Galupville and follows the existing properties behind that in between I-88 and those properties. And I think it got cut up that way when 88 came through. I'm guessing.

Speaker 1 (00:18:37):

Chair: So where's the access to this little piece?

Speaker 1 (00:18:43):

Resident: No, down here is, is, um, all it is it's uh, yeah. Popple trees and a couple of hemlocks.

Speaker 2 (00:19:03):

[inaudible] yeah, I believe so. Yeah. [inaudible].

Speaker 1 (00:19:20):

Town Attorney: It looks like the 10.1 lines are

Speaker 1 (00:19:20):

I think, I think his road frontage is a secret, a heavy line is yeah. If you got the cursor right there, I think that's his Quonset hut is right there and that's his piece of road furniture goes in and then goes to the left from what I gather.[Inaudible].

Speaker 1 (00:19:54):

Town Attorney: So we're not creating a land locked parcel.

Speaker 1 (00:19:54):

Yeah. Basically I would just take the property line on the left. [inaudible] [inaudible]

Speaker 2 (00:20:25):

Town Attorney: What we're doing is they've done sketch plan review, and they're okay with it. So, because it's a knife because it's less than two because it's a two less essentially, but it really just, it's just a lot adjustment. They can refer it to Dale, Dale,

Speaker 1 (00:20:50):

Unless you want to go back. I think I'm good. The first [inaudible]

Speaker 1 (00:21:05):

Vice Chair: [inaudible] planning board determines any significant planning issue X the existing or potential future use, no additional loss would be created as a result. [inaudible] go back to our agenda.

Speaker 1 (00:22:07):

Board: votes yes

Chairman (00:22:07):

We have old business, and again, it's the Oak Hill Solar 1 and 2 amendments. Uh, some of the, uh, audience may realize that we have issued a special use permit to allow the construction of this facility. We're waiting for those building permits. There have been some physical changes to the configurations at the site, we [inaudible] had an opportunity to look at them. We haven't passed judgment at this point. We'll let Oak Hill Solar tell us what what's happening.

Code Inspector (00:22:50):

I reviewed the plans and there were a couple changes. We have a video conference and we've talked about some changes over the phone. And initially they wanted to extend the road, which I didn't feel was a big issue because it wasn't affecting anything other than expanding the road. But then when the plans came there was an additional road and what I thought was four storage containers of batteries, but in actuality it's less batteries megawatts than what had already been approved but I'll let the people from Oak Hill Solar.

Green Cell (00:23:45):

Hi everybody. Should I stand up here? I've never presented.

Board Member (00:23:52):

Board Member: This is our first time in this room too.

Speaker 1 (00:23:53):

[inaudible]

Green Cell (00:24:06):

So, um, um, I guess we don't have any. I have physical, uh, displays over here, exhibits for you to like print it out. We didn't send anything. So I do have one that I can, uh, circulate which shows the plan is made to show the two differences, the old plan versus the new, as far as the road goes, it's a, it's a large plan. Can you pull that out. So essentially what we have is the battery storage with the [inaudible] which we used to have...

Town Attorney (00:24:42):

Do you want to say who you are and who your representing.

OAK HILL SOLAR
GREEN CELLS

Green Cell (00:24:42):

I'm sorry. I'm Brandon Smith with Green Cells USA and we're the constructor. So we've been hired by the developer to build this site. I am from Albany, I built a number of sites down here. I haven't built batteries storage before. This is a new one for me. Its not new to the industry. We've been building solar for awhile without the battery storage and that these jobs have storage in them.

Green Cell (00:25:09):

So I think when I turned the plans in to Dale, what you noticed was the additional road, which I can show you in the exhibit. And we added more detail to the actual equipment areas. So I had to have our civil engineers actually put dimensions to the pads and equipment areas so that we can pour them all. I believe what the developers pretty much told the towns you're going to have the inverter direct couple battery storage along with the inverter. So I'm pretty sure that you always anticipated to have one battery storage container per inverter on the old plans. I have exhibit there to show their called energy, um energy equipment areas. I think. But Area B and Area A and B for each project. So there were four and there still are four. Now it looks different. It used to just be one little box on the plan without any dimensions. And now it's a 53 foot container for battery storage. It's a series of disconnects about five, a piece, which are like the size of this table. And then it's the inverter. It has real dimensions now. So, looks a little different and we shifted them a little bit since we made these new roads. Um, the name of it is name of it is overall approved permit to IFC plan comparison. I guess I could pass this around if that will work, that you guys will see each other, the old road here, new road is extended down below it. And this new road and new thats the change in the footprint.

Speaker 1 (00:27:12):

Board member: [inaudible]

Green Cell (00:27:16):

This is the old [inaudible] Am I out of order if I come over here,

Town Attorney (00:27:31):

That's fine.

Green Cell (00:27:31):

This is the brown old road right here, which did follow through. So its underneath this one. This one is brand new. And this is the extension.

Boardmember Hoffman (00:27:54):

Yeah, in the previous plan were these [inaudible] these roads add to impervious and there is going to be a change to stormwater.

Speaker 1 (00:28:04):

[inaudible].

Speaker 1 (00:28:04):

Pervious?

Green Cell (00:28:09):

[inaudible] Pervious. [inaudible] Pervious haul road so there wont be any stormwater maintenance features next to them than like swales and retention ponds. So first thing I did back, uh, you guys, the old SWPPP only gave us one acre. We had only applied for one acre. It's a general permit. And now I have a nationwide permit. I could have that backwards,

Boardmember (00:28:32):

Thats Army Corps.

Green Cell (00:28:35):

So thats Army Corps. So my SWPPP Permit, we now have the right to disturb five acres. So that'd be my SPEEDS permit. I'm sorry. My SPEEDS permit used to give you the right to disturb one acre on this original plan here you could [inaudible]. Now we changed that a while ago, so that's five acres.

Board Member (00:28:50):

Do we have that? Have we seen that?

Green Cell (00:28:50):

That's in the SWPPP that I dropped off. We're missing some documents. NOI dropped that off, contract of services. We need to see the inspector for the SWPPP. Should I point this out to you Teresa?

Town Attorney Teresa Bakner (00:29:09):

Uh, no, this is the new piece. This doesn't have the solar battery array information on it.

Green Cell (00:29:18):

It has. Um, yes, I can follow with that one. So this one is made for that and it shows, and I can go back and start it. But inverter, transformer, station one, inverter transformer, station two for this job. And then for this job, they're both at the, they both here at the brook. I'm sorry. The second job is down here station one and station two. So you had four inverter transformer stations, and now we have inverter,

transformer, battery storage station. The old plans never wrote batteries storage on it. I guess you guys just discussed the inverters, but the old plans called out inverter transformer stations.

Town Attorney Teresa Bakner (00:30:17):

Um do you have the old plans Dale because thats not my recollection.

Code Inspector Dale Warner (00:30:18):

Yes.

Town Attorney Teresa Bakner (00:30:18):

Can you pull them out.

Speaker 1 (00:30:18):

[inaudible]

Green Cell (00:30:18):

Yeah, there 53 foot containers so I believe their just like a container on the back of a tractor trailer.

Speaker 3 (00:30:35):

[inaudible].

Town Attorney Teresa Bakner (00:30:35):

Do you want to pass that around.

Speaker 1 (00:30:35):

[inaudible]

Board Member Hoffman (00:30:39):

Um, does the original SWPPP account afford the size of those connex trailers because those would have been impervious area. That would need new treatment,

Green Cell (00:30:49):

The original SWPPP, so that would be on this plan here. And you know the original SWPPP may have, it probably called for [inaudible], it my guess I'm not an engineer, that it probably called for an infiltration drainage near it.

Board Member Hoffman (00:31:07):

Yes, its call a [inaudible], that would, that's a method that can be used, but it's all designed based on the impervious area.

Green Cell (00:31:07):

Right.

Board Member Hoffman (00:31:07):

If the original SWPPP didn't account for four or eight 53 foot trailers then just an inverter shed then the size of that treatment area would be different than for however many storage containers.

Green Cell (00:31:07):

Right. Our SWPPP that is developed now is coordinated with our new plans. [inaudible] and thats upstairs.

Clerk (00:31:07):

Please speak a little louder they can't hear you.

Town Attorney Teresa Bakner (00:31:54):

Sir, come over here.

Town Attorney Teresa Bakner (00:31:54):

So this says here plus or minus two foot wide AC trench, 0.6 meters wide with GC inverters and batteries. So this plan doesn't show any containerize batteries.

Green Cell (00:32:09):

Yeah, Nope. It's pointing to the trench saying it goes to the batteries, which go to station A and station B

Town Attorney Teresa Bakner (00:32:26):

Okay. Wheres the connex container.

Green Cell (00:32:26):

In the old plan?

Town Attorney Teresa Bakner (00:32:26):

Yeah.

Green Cell (00:32:26):

There is none. There here in the inverter station. So the old plan has two inverter stations. E-comm station transformers, typical as two per job as does the new one. The new one has, which has the detail to it. It's not that small.

Town Attorney Teresa Bakner (00:32:44):

Why was this battery storage designed differently?

Green Cell (00:32:49):

This is the old plan that went through planning and everything, right?

Town Attorney Teresa Bakner (00:32:53):

That is the plan for your project that was approved by this Board. So what I'm asking you is why did it change?

Green Cell (00:33:01):

Oh, because this, this was essentially, and it was evolving process, but this is arbitrary. These are not real dimensions these are way too small. These areas here to fit an inverter, transformer and the battery storage. So it's a placeholder essentially, I think, to bring it into conversation and say, this is, this is what we're doing. But, um, so the plan was developed in the process. I just mentioned real quick by the developer that used EDP and we could have used EDP as well but we used a different firm. But if we had used EDP then we still would have had to put real dimensions to everything. So we would still be coming back [inaudible].

Green Cell (00:33:50):

That remained conceptual. I'm not saying it should have. I'm saying that's why that's why that doesn't have a real size to it, because it's a conceptual box a place holder. And these look so new and so scary because [inaudible] container you scale it down. And then there's a section for converters and then there's the inverter.

Chairman (00:34:48):

[inaudible]

Green Cell (00:34:59):

Yeah. That's in the new civil section.

Board Member (00:34:59):

We're actually getting a new submission.

Green Cell (00:34:59):

I did bring the original CESIR studies from national grid that call out per job, 11.79 megawatt hours of energy storage. And I brought a section from the new electrical plans of a single line that will show you that we're trying to put in 9 megawatt hours of battery storage into this job.

Town Attorney Teresa Bakner (00:35:18):

Okay. What was the date on the CESIR study?

Chairman (00:35:30):

It is 2019. November 22, 2019.

Town Attorney Teresa Bakner (00:36:01):

It was after approval.

Speaker 1 (00:36:11):

[inaudible]. It was my assumption that

Speaker 1 (00:36:11):

It was not. And the approval was granted September 2019. So we wouldn't have had that CESIR study.

Green Cell (00:36:11):

[inaudible] I do not know if the council members [inaudible] map now.

Board Member (00:36:11):

Is it the spare parts? Are those still there? Are those still there getting replaced?

Green Cell (00:36:18):

No, no, those are, those are still there.

Board Member (00:36:21):

So there really is, there's really nothing that shows the battery storage on these plans.

Green Cell (00:36:27):

I don't see anything on here

Town Attorney Teresa Bakner (00:36:29):

Other than what I showed you where it says batteries.

Green Cell (00:36:38):

Yeah the trench detail.

Town Attorney Teresa Bakner (00:36:38):

That's all it says. Oh, I'm sorry Dale. I was asking when were the approvals the first time.

Speaker 1 (00:36:55):

[inaudible]

Board Member (00:37:02):

Those containers are actually air conditioned for the batteries?

Green Cell (00:37:03):

I'm sorry.

Speaker 1 (00:37:07):

The batteries are in an air conditioned space?

Green Cell (00:37:08):

Does it use air conditioning?

Board Member (00:37:13):

Yeah.

Green Cell (00:37:13):

So the container is typically HVAC.

Board Member (00:37:16):

Okay.

Speaker 1 (00:37:16):

And the container gets turned on wired and turned on, so it can hold the environment before the cells are put into it. Yeah and Teresa usually I only submit for a lot of permits packages, but I'm not involved in the planning board. I come in get the permit and build it. But up until that point, no one ever seems to look at electrical plans. Then I have to submit them so [inaudible] I have to hire an outside inspector it forces a lot of stuff into the civil plans.

Board Member (00:37:53):

Was it a basic SWPPP or a full SWPPP?

Green Cell (00:37:56):

No, we have a full SWPPP.

Speaker 1 (00:37:56):

[inaudible]

Town Attorney Teresa Bakner (00:37:56):

When it was approved. [inaudible]

Board Member Hoffman (00:38:04):

[inaudible] Stormwater control, uh, post construction practice. Cause I don't see any, I didn't see any details in there for like an infiltration trench or retention, or anything like that, which would indicate to me that its probably a basic SWPPP.

Green Cell (00:38:24):

No well actually whether or not you have post-construction stormwater controls depends upon whether or not you change the hydrology of the site. So its New York State law. You dont change the hydrology of the site which we are not post construction, but we absolutely have a five acre SWPPP. Look, it's upstairs.

Board Member Hoffman (00:38:43):

I'm an engineer. I know what New York State requires.

Town Attorney Teresa Bakner (00:38:46):

Matt just tell him.

Board Member Hoffman (00:38:48):

Um, but yeah, I'm a, I'm a civil engineer. I write SWPPS. I decided SWPPPs.

Green Cell (00:38:57):

So you know that if you don't change the hydrology of the site ,

Board Member Hoffman (00:38:59):

Its whether you're increasing impervious.

Green Cell (00:39:02):

Well, it's the hydrology of the site.

Board Member Hoffman (00:39:05):

Whether you're increasing the impervious area of the site and a commercial project, if you're just disturbing over one acre of land and you're increasing the impervious area, if you're going from a 10th of an acre of impervious to two tenths of an acre of impervious, and you're disturbing over an acre of land that would push you into a full SWPPP. If you're doing, if you're doing a...I'm just saying... I'm just throwing it out...

Green Cell (00:39:29):

I'm just saying, I'm saying I shouldn't have argued with you. I'm just saying that we have a fill SWPPP.

Board Member Hoffman (00:39:34):

So that's why I was just curious whether it was a basic SWPPP or a full SWPPP.

Green Cell (00:39:37):

And that, that is what has the constructor that's the very first thing I did is say, this is wrong. I can't, I can only serve an acre on this job. I need the right to disturb five acres because I do that and can save a lot of [Inaudible].

Board Member Hoffman (00:39:50):

So that's, you're asking for a five acre waiver? Is that what you're asking for? That's a totally different thing.

Green Cell (00:39:57):

Well, I'm not asking for a ten acre waiver. [Inaudible].

Board Member Hoffman (00:40:00):

No, theres also a five acre waiver.

Green Cell (00:40:00):

You see, I don't have a civil engineer here with me. I, you know, I, I do have one on the phone, but I do have a five acre waiver. If you want to call that. I haven't asked for the 10 acre waiver. And I have asked for that in the past. A five acres has SWPPP inspections once a week,

Board Member Hoffman (00:40:16):

No five days a week.

Green Cell (00:40:21):

Ten acre waiver twice a week.

Board Member Hoffman (00:40:21):

No there is no...

Green Cell (00:40:21):

Five acre waiver.

Board Member Hoffman (00:40:21):

No there is no ten acre waiver. There's a five acre waiver that allows you to disturb over five acres at one time. And when you have a five acre waiver, that means you have to have, uh, inspections twice a week.

Green Cell (00:40:33):

You mean over five acres.

Board Member Hoffman (00:40:33):

Yes,

Green Cell (00:40:34):

No, no. I have five acres to disturb.

Board Member Hoffman (00:40:38):

Under five acres.

Green Cell (00:40:42):

Yeah. I can not disturb more than five acres. I believe I can disturb exactly five acres.

Board Member Hoffman (00:40:48):

You hit five acres, then.

Green Cell (00:40:50):

Then it's four point something you must know. I don't know.

Board Member Hoffman (00:40:55):

No, that's what I'm asking.

Town Attorney Teresa Bakner (00:40:57):

All right. Well let's, let's talk about process for a second Board. Okay. So we have plans which are, um, which the building inspector has advised us and which I agree with, are different I think generally generally [inaudible]. Um, I agree. We, we, we advise you that this plan is not what I would call substantially different from what you approved, but it is materially different such that it needs to come back to you guys for an amendment say a special use permit. Okay. And what, what we're gonna, what we're gonna do if you all are in favor of this is we had an engineer review this last time, um I believe it was Doug Cole. Mr Cole has not retired. So hopefully he will still be available to review this for us. I think tonight is direct Dale to obtain escrow from the, from the, uh, applicant and to get, um, get Doug to both review the plans and also to be at the next meeting of the board so that we can ask him any questions that we have regarding the plans. Um, what I want to do is get the board in a position to review all these plans, both the old ones and the new ones. So what I think would be helpful is if we could get them electronically.

Green Cell (00:42:45):

Yes.

Town Attorney Teresa Bakner (00:42:45):

Okay. Do you happen to have the flash drive with them on tonight? Or can you send us a share file?

Green Cell (00:42:52):

Yeah, I can absolutely do that.

Town Attorney Teresa Bakner (00:42:53):

Okay.

Green Cell (00:42:53):

I leave this so you have it.

Town Attorney Teresa Bakner (00:42:59):

Other than the. Just to be clear, other than the road, the SWPPP and the containers which will store the batteries. Is there anything else that's different about the project from the previous plans that were approved?

Green Cell (00:43:23):

Well, um, if someone could look at the point of interconnection, I don't know what your understanding was on the approved plans. I don't, I don't know if you had poles there or not, but we don't have poles. National Grid has pole. We no longer have poles.

Town Attorney Teresa Bakner (00:43:40):

Oaky.

Green Cell (00:43:40):

So that could be a change. There usually are poles.

Town Attorney Teresa Bakner (00:43:44):

Okay. They're national grids poles and not you're poles.

Green Cell (00:43:49):

Usually we would design with poles. So there maybe poles on that plan, but we no longer have poles.

Speaker 1 (00:44:01):

[Inaudible].

Speaker 1 (00:44:01):

[inaudible]

Green Cell (00:44:01):

Yeah, theres a little tag with a surface mount on it. So if that has poles for us then its different.

Town Attorney Teresa Bakner (00:44:08):

Okay, So you're underground and it comes above ground onto poles that national grid is putting out where? Where are they putting them?

Green Cell (00:44:15):

Right out on Duanesburg Road. The first 75 feet.

Speaker 1 (00:44:23):

[inaudible]

Board Member Hoffman (00:44:23):

Usually for solar projects, there's like five or six poles out front.

Board Member (00:44:28):

[inaudible]

Board Member Hoffman (00:44:28):

They're right next to each other.

Speaker 2 (00:44:41):

[inaudible] [overspeaking]

Green Cell (00:44:43):

Can I ask one more question? Is there anything like a site development permit or any way that once we have a DOT permit, but before we have the building permit, we could put in that 75 foot approval for national grid so that they could erect their poles on their timeline

Town Attorney Teresa Bakner (00:45:01):

I'm not aware of any site development plan or planning permit. I mean, you do, you, you all had, you had an approval. Okay. And, uh, let me just pull it up here. You had an approval that was issued in September of 2019, and then it was because of COVID and everything else. It was extended for two years. Um, when does, when does that expire? It was one year. So it was 2019 to 2020. So you have until I believe 2022 to pull the Oak Hill permit. Does that, does that make sense from the time frame.
[Inaudible]

Board Member (00:46:03):

They came back to us.

Town Attorney Teresa Bakner (00:46:06):

So, you've got conditional, you got final approval subject to conditions. And let me just read what those conditions are. I assume you have a copy of this approval.

Green Cell (00:46:19):

Um, I probably somewhere. Yeah. [inaudible] Usually my, my scope starts after all approvals, not same thing. Second is I go see, give them a plan. That's called a permit and then build it.

Town Attorney Teresa Bakner (00:46:39):

Let me ask you this question. The fence line has the fence line changed?

Green Cell (00:46:47):

No, I don't believe the fence line has changed at all.

Town Attorney Teresa Bakner (00:46:50):

Okay.

Town Attorney Teresa Bakner (00:46:52):

So there's, there's still a hundred foot setback that's been maintained between the fence and the edge of your property line.

Green Cell (00:47:01):

Yeah, no, no setbacks in the boundary. [Inaudible].

Town Attorney Teresa Bakner (00:47:05):

Okay. And the landscaping plan that you've given us.

Green Cell (00:47:13):

Yeah. I bought another copy of it. And um, so what was the problem is with the landscaping plans since there 93 trees on that one long strip and that strip looks good in the 93 and it calls for three more and you can't see them they're off at the point of interconnection where they're covered by labels. I called my engineer today to find out where they were. So I can get the labels removed so you can see exactly where the three trees are.

Town Attorney Teresa Bakner (00:48:22):

Three bushes. They're [inaudible] bushes.

Speaker 1 (00:48:22):

Are they? The three up by the interconnection.

Speaker 3 (00:48:22):

Why don't you unroll that and pass it around so that the board can view that as well.

Board Member Hoffman (00:48:54):

Dale typically refuse his building permit versus the site plan conditions. You're the one that brought up these changes that they don't match or whatever. So we're just looking at the items that you have concerns with right now. That we're not looking at the plans in detail. We're just looking at the items that are not conforming right? Or talking about it.

Code Inspector (00:49:38):

[inaudible].

Town Attorney Teresa Bakner (00:52:10):

No, you're right.

Code Inspector (00:52:10):

[inaudible].

Town Attorney Teresa Bakner (00:52:10):

That's right Dale has a list of things.

Speaker 1 (00:52:10):

read it.

Code Inspector (00:52:10):

Reads a List [available from town] Comments site plan temporary facilities. Dumpster for debris. DISTANCE BETWEEN SIGNAGE. LETTER OF CREDIT. DUST CONTROL. DOT PERMIT, COPT OF NOI, ADDITIONAL information for bonding, storage containers for batteries, number of sizes and of batteries, area of disturbance, additional roadway extension, [inaudible] emergency operating fire plan for who is responsible for town visual agreement,

Town Attorney Teresa Bakner (00:52:11):

So that's why we were looking at the landscaping plan just to make sure it hadn't changed. Um, just so you know, the town board has approved the visual agreement. Uh, we're just waiting for the property owner, Mr. Murray to sign it because he also has to sign it. Um, the, um, the decommissioning agreement and bond has been approved also, by the board um, we'll have the next meeting, I'll bring all those documents. So you guys can look at it if you'd like to, but in the, um, the, the town board essentially has the authority to sign agreements on behalf of the town not the planning board. So that's

why you guys take it to this special use permit stage. And then, it goes forward to the town board. So um, I think, you know, the best way to proceed is to have, have Doug Cole look at the new plans. Um, verify for us what the changes are, give us any thoughts he has. I'd like Dale to work with Doug on this to give us any guidance on, you know, if there's any additional or different environmental issues or not. And, uh, also if there's any issues regarding compliance with either the approval that was granted or the local law, and I, I know you guys, and when I say you guys, I'm not talking about people, who've just joined the board, but if you would like a copy of the solar law that currently applies, we can get that to you. Um, you can email it, right? It's it's local law, seven of 2016. And I have a copy here. If you want, if anybody wants copies, take it with you tonight. I know Josh is laughing because you guys all have it, but I don't think you guys have that. Do you have it? Jeff do you have a copy?

Chairman (00:54:28):

I may but, if I can get another copy.

Town Attorney Teresa Bakner (00:54:28):

Ok. Alright.

Speaker I (00:54:41):

Teresa are there any amendments to that law that would apply to battery storage issue?

Town Attorney Teresa Bakner (00:54:42):

There's been no amendments to the solar law. The town, the town board is, you know, considering amendments to the solar law. They've been looking at it for quite some time now it was discussing the comp plan. And a lot of the recommendations that were put into it originated in the planning board and zoning board of appeals. Um, but they, uh, they have not yet adopted anything.

Board Member Hoffman (00:55:24):

Dale one of the items on your list was the letter of credit or what ever you want to call it for financial surity. Did that include battery storage.

Town Attorney Teresa Bakner (00:55:27):

The are bond goes with the ah visual screening agreement. So what it secures is the um it secures the the planting and maintenance of the landscaping, the decommissioning performance bond, which is what I think he meant to reference, uh, was based on an estimate that was reviewed by Doug Cole, which frankly may need to be increased because of the additional equipment to the site. So that's one of the things we need him to look at. Yeah.

Board Member Hoffman (00:56:04):

Okay.

Public Comment 1 (00:56:08):

Are you can going to open it up to public comment?

Town Attorney Teresa Bakner (00:56:21):

Not yet.

Board Member (00:56:22):

[inaudible]

Speaker 1 (00:56:22):

Oh yeah. Melissa can you give them the copy of the approval from September 2019 and also a copy of the minutes where they adjusted the error I made in the Resolution acreage. I have a copy of both. It's hooked to something else.

Planning Clerk (00:56:58):

Alright.

Board Member (00:56:58):

And then we'll get electronic copies of all the other documents.

Town Attorney Teresa Bakner (00:57:04):

Yeah.

Town Attorney Teresa Bakner (00:57:04):

Do we have copies of the original approved plan, electronically that we could distributed as well to the board members.

Green Cell (00:57:15):

I can get you those as well.

Town Attorney Teresa Bakner (00:57:16):

Oh, that'd be awesome. That'd be great. If you can, if you can post those as well. I don't see any problem with that Dale? And if you would prefer to use paper, you can come here any time.

Board Member Hoffman (00:57:34):

But you've got this this plan always had battery storage in it, it was always approved?

Town Attorney Teresa Bakner (00:57:39):

Yes it was.

Board Member Hoffman (00:57:39):

The square footage of it may not have been adequately determined.

Town Attorney Teresa Bakner (00:57:49):

Well, I think they originally were coming in. What was the megawatts? It was five megawatts each. And you said the battery storage aspect of it had been reduced?

Green Cell (00:58:01):

Yeah. The battery storage went from 11.79 megawatt hours to nine per project,

Town Attorney Teresa Bakner (00:58:12):

Per each project.

Speaker 1 (00:58:12):

But the five kilowatt, per project. I think, um, think the system size [inaudible], I guess it's the same agency. I'm sorry. Decent five kilowatt DC.

Town Attorney Teresa Bakner (00:58:37):

That is no longer a community project and I don't know why you're building it. Its up to you. Alright.

Green Cell (00:58:45):

So can I ask, I have the digital submission and with the older group plans for you, and then we're going to be here at the next meeting. I'll bring a civil engineer for the builder. The developer will be here as well, um, to get on the agenda. You said, um, do you write in and ask for that or are we On it already?

Town Attorney Teresa Bakner (00:59:03):

You, you all submitted plans to Dale on the 27th June so you were way before the time when you needed to submit to get on the agenda, we just didn't know you needed to be on the agenda until Dale had an opportunity to review the plans and see the changes.

Green Cell (00:59:29):

What about for August,

Town Attorney Teresa Bakner (00:59:32):

For August.

Green Cells (00:59:33):

How do I get on that?

Town Attorney Teresa Bakner (00:59:33):

For August. What you're going to want to do is write in and ask us to approve the revised drawings. Okay. And, um, we're gonna, my, my advice to the board tonight is to, um, determine, to set a public hearing for the next meeting, because this will be an amendment to a special use permit. And then, um, then we'll have the public hearing and then the advice from Mr. Cole, um, and as well as the planning board members will have had an opportunity to review all the plans.

Board Member Hoffman (01:00:14):

I was just going to say what happens if he can't get this review done by the August meeting?

Town Attorney Teresa Bakner (01:00:19):

Oh he will. [Inaudible].

Board Member Hoffman (01:00:19):

Oh okay. Good.

Town Attorney Teresa Bakner (01:00:19):

Doug's always gotten it done. [inaudible].

Green Cells (01:00:34):

Are you second Thursday of the month?

Town Attorney Teresa Bakner (01:00:35):

Third Thursday.

Green Cells (01:00:35):

Okay

Town Attorney Teresa Bakner (01:00:38):

That's why I think Doug can get it done in time, but Dale, I would talk to him the first thing I did, did you already talk to him?

Code Inspector (01:00:52):

No.

Town Attorney Teresa Bakner (01:00:52):

Don't tell him that.

Speaker 1 (01:00:52):

[Inaudible].

Town Attorney Teresa Bakner (01:00:53):

If if we have several other engineers that the firm uses, so that engineering, I mean, it just makes sense that if you've done, because he's looked at before and he also reviewed the estimate, which Matt mentioned, which is really important as well. Do we have enough copies of the documents to give them to him right away?

Code Inspector (01:01:17):

Yes.

Town Attorney Teresa Bakner (01:01:17):

Okay. So it's really up to the board. I'm just giving you advice. You don't have to follow it, [REDACTED] but I do think it would be a mistake not to have a public hearing before amending this nothing that I see here largely because it appears that the exterior of the site remains unchange, um, nothing of any sort

gives me a great deal of discomfort. It's just, uh, it is not unusual, and Matt can verify this. It's not unusual that plans change when you go from the improved for set to, to the building permits set. Um, and Dale, yeah right, and Dale was, you know, give us more than willing to look at, you know, minor internal pervious road changes. But this is, this is a little bit more than that,

Board Member Hoffman (01:02:19):

You know, my biggest thing that we'll see what Mr. Cole does review. The biggest thing that I see is potentially going from the basic SWPPP to a full SWPPP, which really doesn't change the outside envelope of it. There's plenty of room around these turnarounds and these battery storage containers to put some sort of practice and infiltration practice in. It's more going to be of an engineering review than any change in aesthetics functionality, anything like that? In, in my opinion, I think that's going to be the biggest change. I think he's in there going to be increasing the impervious area based on the actual design versus what was approved.

Board Member (01:03:06):

The location of the battery storage hasn't changed the system and general dimensions and how to quantify. Correct?

Speaker 1 (01:03:18):

Yes.

Board Member (01:03:18):

So , and that's another thing if they were changing location closer to the outside edge then there would be another need to look at that.

Green Cells (01:03:28):

Upstairs in the box is the new . [inaudible] and I'm the permittee now and the full SWPPP is up there. You can look at it. I guess Cole believed that as well. Yeah.

Board Member Hoffman (01:03:42):

I think that's amazing. And it's something that the layman would never, probably known this, you know, if they walked out on the site for what they're proposing to build for what was approved to anyone that was looking at it,

Town Attorney Teresa Bakner (01:04:01):

You wouldn't see the infiltration practices.

Board Member Hoffman (01:04:03):

I mean, you might see them on the surface, but it would look like some rock grounds.

Green Cell (01:04:07):

Yeah. ~~XXXXXX~~

Board Member Hoffman (01:04:09):

You know. So...

Town Attorney Teresa Bakner (01:04:14):

Alright and then to the extent that there's containers out there where there might've been, it wasn't clear that those containers were going to be there would have to be removed then they have an impact on the decommissioning plan so... Um Any, any major concerns regarding for what they're doing over here? Anybody?

Green Cell (01:04:44):

Thank you for your time. Really appreciate it.

Town Attorney Teresa Bakner (01:04:46):

Public Hearing.

Green Cells (01:04:53):

Ok.

Town Attorney Teresa Bakner (01:04:53):

Well Let's make a motion to have a Public Hearing and then we'll let the public talk. Don't go until the public talks.

Speaker 1 (01:04:54):

Want to make a motion. [inaudible]

Speaker 1 (01:04:54):

[inaudible] make a motion.

Board Member Novak (01:04:54):

Agreement on [inaudible] motion to hire engineer.

Speaker 1 (01:04:54):

[inaudible].

Speaker 1 (01:04:54):

[inaudible].

Speaker 1 (01:04:54):

[inaudible]

Board Member Novak (01:04:54):

I will take a stab at the motion, you'll correct meany adjustments. The Town of Duanesburg Planning Board is making the motion with regard to the Oak Hill Solar Proposed Amendment. First we would like the operator to provide additional funding for escrow so that we can hire Doug Cole to review all the

plans that have been submitted with regard to changes proposed to original submission, we would also like Doug Cole to appear at the August 19 Planning Board Meeting at which time he will to present any changes he found and any recommendations with regard to those changes and identify any items that don't comply with original approval issued by the Town September 19, 2019 and the Planning Board will also review materials submitted that are going to be submitted electronically from Green Cells the contractor, and we would also like to set a public hearing for August 19, 2021 to consider amendment for the Oak Hill Solar Special Use Permit.

Town Attorney Teresa Bakner (01:04:54):
and the site plan.

Board Member Novak (01:04:54):
and the site plan.

Planning Clerk (01:04:54):
Roll Call. All Board Members approve.

Town Attorney Teresa Bakner (01:04:54):
Anything else from the board, anything else, any questions for the gentleman from Green Cells? If the Board would like to entertain comments from the public, there's no reason not to, they'll have a chance to talk next time.

Speaker 1 (01:05:46):
With regard to the local solar [inaudible] [inaudible] we would also like to set for August. [inaudible]

Town Attorney Teresa Bakner (01:08:00):
Identify yourself by name and address.

Public Comment 1 (01:08:04):
I'm Marion Jaquway, right? Um, I've never had a problem talking to them. I just want to say I've been dealing with solar for a long time. I've learned a lot. You all look like deer in the headlights. When they mentioned four 53 foot trailers filled with batteries, you're like, shocked. This is not unusual. This is what happens. You approve a plan. You think you got it down, pat, and everything's ready to go. And this poor gentleman, he's thrown to the wolves, not the original solar company to present it to you. And he stuck, but you have to think about it. I beg you to look online, get educated for yourself. What 53 foot battery containers mean. It's not just a little thing here and there would you want to live next to four trailers, with 53 foot full of batteries.

Speaker 2 (01:09:09):
Do you want that in your town? It has a lot of batteries. So get on the internet, look and see how many solar fields actually have all these batteries and ask why some of them don't because there's a lot of questions just don't listen to who's presenting it. Go out and get educated on your own because you're making a big decision. It's not just a little change because it's within the fence. This is a major change to the environment if they start leaking. It's a major change if they blow up This could be devastating. And the unfortunate thing is we're not, it hasn't been around long enough to know what's going to happen.

So you want that in your town. The other thing is Middleburg. I'm just saying the planning board. Okay. Plans for 16 multi home family home units, the company decides we're going to change it. They went from 16 to 64, the same footage, but the planning board said that's okay. It's within the same boundaries. It's okay. Well now they're all back paddling because the state got involved, the historic place got involved. So that's why you have to think out of the box just because it's within the fence. You have to really look when they said 53 foot batteries. And do you want to live now? How close is the first trailer next to the homeowners? You know, do you want to be that person next to these? Do you want your children living next to these? And that's what I'm just saying. Look online, get educated for yourself to find out before you make your final decision, because it might mean something down the road and that's all you know, and I I'm on boards too, and you're all volunteers. But before you make this decision, take the time for yourself on your computers. Um, look out for people, find out because that's a major change. The bushes, the hedges roads, it's the 53 foot trailers containing batteries. That's the major change. Everything else doesn't mean anything. It's the batteries. Thank you.

Resident 4 (01:11:43):

Uh, Josh Barnes, uh, Route 7, close to this place here. I think we were all taken off guard on this, uh, battery storage, all of us, but a few. There has been a town member who's been bringing this up for quite some time under the changes. Some of the things that we brought up was density of these projects and battery storage. There's been calls for a moratorium on this. And none of it has seemed to, uh, make any headway. Um, in regards to just the count here, this has been brought up a few times, uh, in regards to these battery storages is on this Oak hill. There's a council member that has said no, there is none. There is none. There is no building. Uh, this was discussed a long time ago. There is are just transformers on each panel. Uh, I know they're exert from this. His supervisor at the time was, uh, they're not like the big storage unit that you think they are, which I don't think this town would be for. So basically when it came down to these, they brought up other Eden Renewable projects that have these, this one does not, this is an excerpt from a meeting that was pretty close to this one in regards to these battery storage units did not exist, or at least this town board did not know they were there. So, uh, again, I'm asking for a battery moratorium on this. And, uh, to really think of what we're doing here.

Town Attorney Teresa Bakner (01:13:16):

Well Josh just to be clear. The Planning Board does not put moratoriums on stuff that's the job of the Town Board.

Resident 4 (01:13:18):

Okay.

Town Attorney Teresa Bakner (01:13:19):

I'm just pointing that out.

Resident 4 (01:13:21):

That's fine.

Town Attorney Teresa Bakner (01:13:21):

And the previous plan showed battery storage. It didn't show it at this level of detail. It didn't show the containers. It didn't have that level of information on it. That's correct. But there was a notation on the plans that there was going to be batteries along with the inverters.

Resident 4 (01:13:38):

Correct.

Town Attorney Teresa Bakner (01:13:38):

And I can show you the plans.

Speaker 1 (01:13:40):

That there was going to be batteries along with the inverters. [Inaudible]. I can show you the plan.

Resident 4 (01:13:47):

It says "inverters and batteries. It's on the plan. It's right there. These batteries that keep the voltage and an even keel. This is not like the battery storage units that I think you think they are, which I think this town would be against." This is our, at the time town supervisor. Uh, I agree with him in that statement that this town would be against.

Town Attorney Teresa Bakner (01:14:07):

Okay.

Resident 4 (01:14:09):

No, it's not my thought. That was somebody else has done. Okay. Thank you though. [inaudible].

Town Attorney Teresa Bakner (01:14:21):

Anybody else while we're here?

Resident Lynne Bruning (01:14:31):

Lynne Bruning 13388 Duanesburg Road. The sound is very difficult. I am getting a great deal of feedback. Um, I believe somebody stated that there was a container on the site plan and I would like to bring everyone's attention. I believe there'll be sheet nine of 10. It's the detail sheet on which it says spare parts container, and that's the large 19 foot container. Nowhere on the site plan, is there a container of which is 53 feet, let alone four of them. This is a significant change of the scope of this project. It is a significant change for our fire department and for the safety of our community for the duration of this project.

Resident Lynne Bruning (01:15:35):

I ask that the planning board do their research and take this under very, very, very careful consideration. This is, this, this changes the game of this project. And I don't think the supervisor Tidball understood that this wasn't, this is what was happening. I don't think that the planning board in September, 2019 understood that this was is what it was. And over time it has come out that Eden Renewables has submitted drawings and plans of which were incomplete and had errors. We all know the other towns of which Eden has Special Use Permits approved to my knowledge, this time, not a single town has issued a

building permit for one of their projects, there's questions, there's those details that have to be worked out. And I urge the planning or to take the time to do their due diligence and not rush through this.

Resident Lynne Bruning (01:16:57):

I submitted a 103(e) for this planning board meeting. I don't know if there were actual documents distributed to the planning board. If there were, I did not receive anything. [inaudible] There were no documents distributed] I ask that the town be respectful and if documents about this project were submitted that I received them as quickly as possible.

Town Attorney Teresa Bakner (01:17:24):

You know, um, when we, uh, [inaudible].

Speaker 1 (01:17:32):

plants and I've detailed them time and time again, Eden Renewables promised time and time again, and supply photos and mail mailings out that this was pollinator friendly. And if you look at the details under the seeding plan, all this planted is this grass. There are tracker panels and these tracker panels have electrical harnesses underneath the support system array, the tracker panels and the cable trays will make it incredibly difficult to utilize sheep of which Eden presented to us, it will make it difficult to maintain any of the vegetation under those panels, unless you're using herbicides and pesticides. That needs to be addressed.

Resident Lynne Bruning (01:18:32):

A significant storm water runoff from this project. A Former planning board member said it twice at two different meetings, including when the projects was approved that he believes that there will be stormwater runoff problems. This, this drains this entire site drains to the north east. It drains into somebody's hayfields. And I have submitted numerous photographs to the town of how much water runs into that parcel. Four 53 foot containers and changing the road. All of this needs to be looked at much more carefully because it impacts the storm water runoff. Calculations have to be re-done. This really needs to be considered thoughtfully carefully and slowly. Please do not let any developer be a bully. And push you went to a forced and rushed decision. This will impact not just us. It will impact generations of Duanesburg, and we need to be considerate of how that will cost. The decommissioning plan as presented and approved by this town doesn't even include the removal of utility powerpoles.

Resident Lynne Bruning (01:20:05):

It doesn't even include the cost of transportation. It is inadequate. And who ends up paying that price but the tax payer. I think we've all learned a lesson of what has happened at Darby Hill Road. And the house that burned down and it's still a problem. We have to go to court. We have to pay for remediation. We have to pay for asbestos. This gets expensive for our town. And if this is what the decommissioning plan is inadequate, then what happens to the tax payers at that time or does this site just become a landfill? I don't think the landowner is going to be that happy about it. And I'll share that families will not be either. Please take your time. Please provide the documents as requested to be the abutting neighbors. Please present digital images, put them on the town website. Many other towns do this. It permits the entire community to view what's going on and have input. The neighbors care. The residents of this town care and Duanesburg deserves better. I look forward to receiving the site plan. I look forward to reviewing this document and supplying information to my town. I'm the fifth generation I care. It's not like I'm going anywhere. Thank you and have a good night.

Town Attorney Teresa Bakner (01:22:32):

Town Attorney: Anybody else?

Speaker 1 (01:22:32):

Chair: Approval of the minutes for the June 17, 2021 meeting.

Speaker 1 (01:22:32):

Vice Chair: In the section we talked about the Wishy Wash. There is an attachment for the Resolution. We don't mention the resolution in the minutes. [inaudible] in the minutes.

Speaker 1 (01:22:54):

Town Attorney: We should. We should refer to it.

Vice Chair (01:22:54):

Vice Chair: Basically says motion to approve special use permit. please see attached, maybe see attached resolution or something like that. Refer to it by name.

Town Attorney Teresa Bakner (01:23:05):

Just in case it ever gets separated from the minutes.

Speaker 1 (01:23:05):

Have we heard anything back from that restaurant?

Speaker 1 (01:23:05):

[inaudible]

Speaker 1 (01:23:05):

Vice Chair: That was all I had.

Speaker 1 (01:23:05):

Inaudible. Laughter. restaurant laughter inaudible.

Vice Chair (01:24:13):

Vice Chair: Makes the motion to approve the June 17th meeting minutes. [inaudible].

Speaker 1 (01:25:02):

Board Member: second.

Speaker 1 (01:25:02):

Board votes yes.

Board Member Hoffman (01:25:02):

Hoffman: Makes motion to adjourn.

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Board Member (01:25:02):

Second

Planning Clerk (01:25:02):

Roll Call. All members vote yes.



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MURRAY RICHARD B	EASEMENT	MAY 22, 2020	NO MUNICIPALITY	202014688	4	\$4.25	Add to cart <input type="checkbox"/>
MURRAY RICHARD B	EASEMENT	MAY 22, 2020	NO MUNICIPALITY	202014684	4	\$4.25	Add to cart <input type="checkbox"/>
MURRAY RICHARD B MURRAY RICHARD B	DEED	DEC 26, 2019	DUANESBURG	201956997	6	\$5.75	Add to cart <input type="checkbox"/>
MURRAY RICHARD B MURRAY RICHARD B	DEED	DEC 26, 2019	DUANESBURG	201956996	6	\$5.75	Add to cart <input type="checkbox"/>
MURRAY RICHARD B LANDS OF	MAP	OCT 8, 2019	NO MUNICIPALITY	201945303	0		
MURRAY RICHARD L	GENERAL COURT DOCUMENTS - SECURE IMAGE	DEC 4, 2015	NO MUNICIPALITY	201554229	0		
MURRAY RICHARD L	DEED	DEC 3, 2015	SCHENECTADY	201553951	4	\$4.25	Add to cart <input type="checkbox"/>
MURRAY RICHARD L	GENERAL COURT DOCUMENTS - SECURE IMAGE	OCT 29, 2015	NO MUNICIPALITY	201549350	0		
MURRAY RICHARD L	ORDER OR DECREE	JUL 9, 2015	NO MUNICIPALITY	201530953	103	\$78.50	Add to cart <input type="checkbox"/>
MURRAY RICHARD L	MOTION	JUN 1, 2015	NO MUNICIPALITY	201522809	0		
MURRAY RICHARD L	ORDER OR DECREE	FEB 9, 2015	NO MUNICIPALITY	201505201	75	\$57.50	Add to cart <input type="checkbox"/>
MURRAY RICHARD L	MOTION	NOV 20, 2014	NO MUNICIPALITY	201454252	0		
MURRAY RICHARD L	REQUEST FOR JUDICIAL INTERVENTION	NOV 20, 2014	NO MUNICIPALITY	201454250	0		
MURRAY RICHARD L	GENERAL COURT DOCUMENTS - SECURE IMAGE	JUN 10, 2014	NO MUNICIPALITY	201423149	0		
MURRAY RICHARD L	GENERAL COURT DOCUMENTS - SECURE IMAGE	JUN 6, 2014	NO MUNICIPALITY	201422706	0		

Archived: Monday, August 23, 2021 1:20:30 PM

From: bpedersen@amp.energy

Sent: Wednesday, August 11, 2021 1:20:57 PM

To: Bakner, Teresa

Cc: 'Jennifer Howe'; Cole Moquin; Nicole LeBlanc; Brandy Fall; Dale Warner; Melissa Deffer; Bakner, Teresa; Kevin Foster

Subject: RE: Oak Hill- Visual Screening Agreement

Sensitivity: Normal

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

Hi Jennifer,

I hope that you are having an enjoyable week. I wanted to follow up regarding the Visual Screening Maintenance Agreement and see if a revised version will be released with the minutes from the October 2019 Planning Board meeting?

Thanks so much,

Bill

From: Bill Pedersen <bpedersen@amp.energy>

Sent: Thursday, August 5, 2021 12:55 PM

To: Bakner, Teresa <TBakner@woh.com>

Cc: Jennifer Howe <jhowe@duanesburg.net>; Cole Moquin <cmoquin@amp.energy>; Nicole LeBlanc <nleblanc@amp.energy>; Brandy Fall

<BFall@duanesburg.net>; Dale Warner <Dale@duanesburg.net>; Melissa Deffer <MDeffer@duanesburg.net>; Bakner, Teresa <TBakner@woh.com>; Kevin

Foster <kfoster@amp.energy>

Subject: Re: Oak Hill- Visual Screening Agreement

Hi Jennifer,

Thanks again for circulating the Visual Screening Maintenance Agreement earlier this week. Following up on Teresa's message, should we expect a revised version to be issued?

Thanks so much!

Bill

On Tue, Aug 3, 2021 at 2:00 PM Bakner, Teresa <TBakner@woh.com> wrote:

Jen,

You are missing the minutes of the October 2019 Planning Board meeting which should also be attached to exhibit D with the resolution of the Planning Board from September 2019 which is attached.

Please recirculate it with the minutes added.

Thank you so much!

Teresa

Teresa M. Bakner | Whitman Osterman & Hanna LLP

Partner

One Commerce Plaza | Albany | New York 12240

T | 518.487.1515 | F | 518.487.7777

E | tbakner@woh.com | www.woh.com

This e-mail contains confidential information and is intended only for the review of the party to whom it is addressed. If you have received this e-mail in error, please return it to the sender and delete the original message. Do not copy, use, distribute, retransmit, or otherwise use any other person's e-mail without their permission.

From: Jennifer Howe <jhowe@duanesburg.net>

Sent: Tuesday, August 3, 2021 3:43 PM

To: Cole Moquin <cmoquin@amp.energy>

Cc: Bakner, Teresa <TBakner@woh.com>; Nicole LeBlanc <nleblanc@amp.energy>; Brandy Fall <BFall@duanesburg.net>; Dale Warner

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

June 24, 2021

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

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

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

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

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

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

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

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

VISUAL SCREENING MAINTENANCE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

TOWN:

Town of Duanesburg

By: _____

Name: Roger Tidball

Title: Town Supervisor

OPERATOR:

Oak Hill Solar 1, LLC

By: AMP Solar Development Inc., its Manager


By:  _____

Name: Nicole LeBlanc

Title: Authorized Signatory

Oak Hill Solar 2, LLC

By: AMP Solar Development Inc., its Manager

By:  _____

Name: Nicole LeBlanc

Title: Authorized Signatory

LANDOWNER:

By: _____

Name:

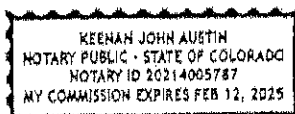
STATE OF NEW YORK)
COUNTY OF SCHENECTADY) ss.:

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

NOTARY PUBLIC

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

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



[Signature]
NOTARY PUBLIC

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

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

NOTARY PUBLIC

SCHEDULE "A"

DESCRIPTION OF PROPERTIES

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

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

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

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

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

Thence from said Point of Beginning continuing along said common division line, North 00 deg. 00

min. 00 sec. East, 1,518.00 feet to the point;

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

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

parcel and containing 33,891± acres of land.

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

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

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

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

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

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

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

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

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

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

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

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

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

SUGGESTED DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule B

Planning Board Resolution

[see attached]

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

Date: September 19, 2019

RECEIVED
SEP 30 2019
TOWN OF DUANESBURG
TOWN CLERK
WHEREAS, on or about May 7, 2018, Eden Renewables ("Eden Renewables" or the "Applicant") applied to the Town of Duanesburg Planning Board ("Planning Board") for a Special Use Permit and Site Plan Review pursuant to the Town of Duanesburg Local Law No. 1-2016, for the 5-MW Oak Hill Solar Energy Projects 1 and 2 (collectively, the "Project") to be located at 1206 Oak Hill Road in the Town of Duanesburg, Schenectady County, New York on the lands owned by Richard Murray (SBL# 74.00-2-5) ("Property"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 SEQRA have been complied with and the Planning Board specifically finds that the property owner brush hogging the property and taking down some limited trees for agriculture and silviculture purposes was consistent with the past uses of the property and not directly related to the development of the solar farm;
- h. The Project is not located within an active farm field but is vacant hay field periodically cut by the property owner and historically used for more intensive agricultural purposes;
- i. Native grasses and vegetation will be maintained below the arrays;
- j. The site plans demonstrate that the Project:
 - i. Provides through its siting and through the implementation of an evergreen landscaping plan to be approved by the Town of Duaneburg, a project design that minimize visual impacts from public roads and existing residential dwellings on contiguous parcels to the satisfaction of the Planning Board;
 - ii. layout ensures that the solar panels will not reflect solar radiation or glare onto adjacent buildings, properties and roadways and that the solar panels include a non-glare coating and are designed to absorb the maximum amount of solar rays such that the panels will not misdirect or reflect solar rays onto neighboring properties or public roads in excess of that which already exists;
 - iii. existing vegetation on the site is preserved to the maximum extent practicable;
 - iv. all transmission/interconnection lines on the Property shall be underground and within necessary easements and in compliance with applicable electrical and town codes excepting aboveground lines as required by National Grid;
 - v. no artificial lighting is proposed;
 - vi. that any signage will be in accordance with applicable town requirements and the manufacturers and/or installers identification and appropriate warning signage shall be posted;
 - vii. the average height of the solar panels are 8' feet above grade - below the 20' height limitation;
 - viii. all disturbed areas shall be restored in accordance with the zoning law's requirements.

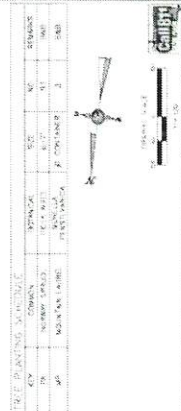
- 4. That the decommissioning plan is approved and the Planning Board requires that financial security be provided at least 30 days prior to the commencement of construction to the Town Clerk by the Applicant in the form of a bond or letter of credit in the amount \$422,762.00 (\$211,381.00 per project) with the form of financial security acceptable to the Town's attorney, with such funds to be used for decommissioning of the Project in the event that the Project is not decommissioned by the Project owner or the landowner; and
- 5. That this project approval is conditioned upon the Applicant obtaining any other State or federal approvals required for the project including but not limited to any such permits required by the NYSDEC, the USACE and the NYSDOT; and
- 6. That this resolution and negative declaration shall be filed in the office of the Town Clerk and shall take effect immediately and that the notice of negative declaration be published in the ENB, that the negative declaration be provided to all involved agencies and that it be filed as required by SEQRA.

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

Michael Harris
Joshua Houghton

✓
✓

Direct House
What is distance
between house to
nearest bus?



PROPOSED SITE PLAN FOR

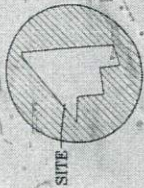
OAK HILL SOLAR 1&2

APPLICANT:

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

13950 DUANESBURG ROAD

TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK



SITE LOCATION MAP

SITE STATISTICS

AGRICULTURAL AND RESIDENTIAL (R-2)

70,000 AC

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DRAWING INDEX

- 1.00 SITE PLAN
- 1.01 LOT 1
- 1.02 LOT 2
- 1.03 LOT 3
- 1.04 LOT 4
- 1.05 LOT 5
- 1.06 LOT 6
- 1.07 LOT 7
- 1.08 LOT 8
- 1.09 LOT 9
- 1.10 LOT 10
- 1.11 LOT 11
- 1.12 LOT 12
- 1.13 LOT 13
- 1.14 LOT 14
- 1.15 LOT 15
- 1.16 LOT 16
- 1.17 LOT 17
- 1.18 LOT 18
- 1.19 LOT 19
- 1.20 LOT 20
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- 1.95 LOT 95
- 1.96 LOT 96
- 1.97 LOT 97
- 1.98 LOT 98
- 1.99 LOT 99
- 2.00 LOT 100

MEADOW ROAD ESTATES

ORIGINAL

DATE: 11-11-11

1 of 11

PLANS PREPARED BY:

ENVIRONMENTAL DESIGN

PARTNERSHIP, LLP

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ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP
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PROPOSED SITE PLAN FOR
OAK HILL SOLAR 1&2
APPLICANT: OAK HILL SOLAR 1, LLC/ OAK HILL SOLAR 2, LLC
TOWN OF DUANESBURG, SCHENECTADY COUNTY, NEW YORK

COVER SHEET
NOTES
CONSTRUCTION

1 of 11

APPROVED SITE PLAN NOT SUBMITTED

Archived: Monday, August 23, 2021 1:23:56 PM

From: bpedersen@amp.energy

Sent: Monday, August 9, 2021 1:46:48 PM

To: Bakner, Teresa; 'Steve Feeney'

Cc: 'Dale Warner'; 'Melissa Deffer'; 'Nicole LeBlanc'; 'Kevin Foster'

Subject: RE: Oak Hill

Sensitivity: Normal

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

Hi Teresa and Steve,

9 feet off the ground

14.5 Feet

Of course. The panels are at 2.754 meters when the modules are flat. The upper edge is at 4.431 meters when the modules are at their maximum tilt of 60 degrees.

Thanks, and please let us know if you have any questions.

What are measurements in feet and inches?

Why be difficult?

Bill

From: Bakner, Teresa <TBakner@woh.com>

Sent: Monday, August 9, 2021 11:32 AM

To: 'Bill Pedersen' <bpedersen@amp.energy>; 'Steve Feeney' <Steve.Feeney@schenectadycounty.com>

Cc: Dale Warner <Dale@duanesburg.net>; Bakner, Teresa <TBakner@woh.com>; Melissa Deffer <MDeffer@duanesburg.net>

Subject: FW: Oak Hill

Bill,

Steve is reviewing the plans for the Schenectady County GML review and referral from the Town Planning Board.

Please can you tell us the panel height when the panels are flat and at maximum tilt.

Thank you.

Teresa

Terresa M. Bakner | Whiteman Osterman & Hanna LLP

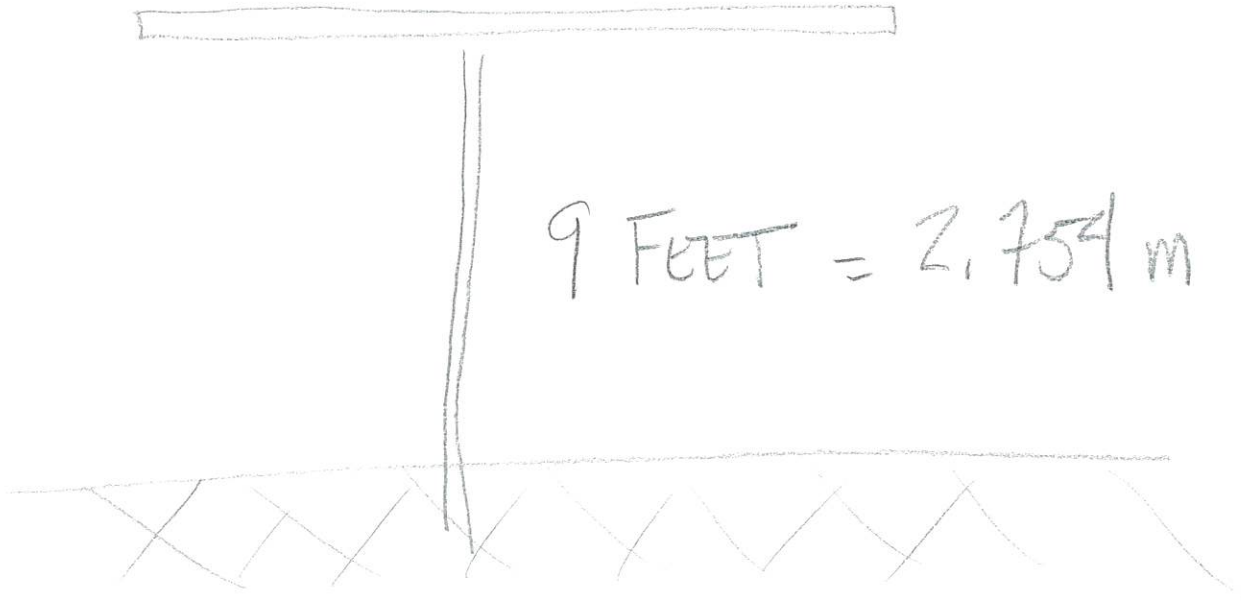
Partner

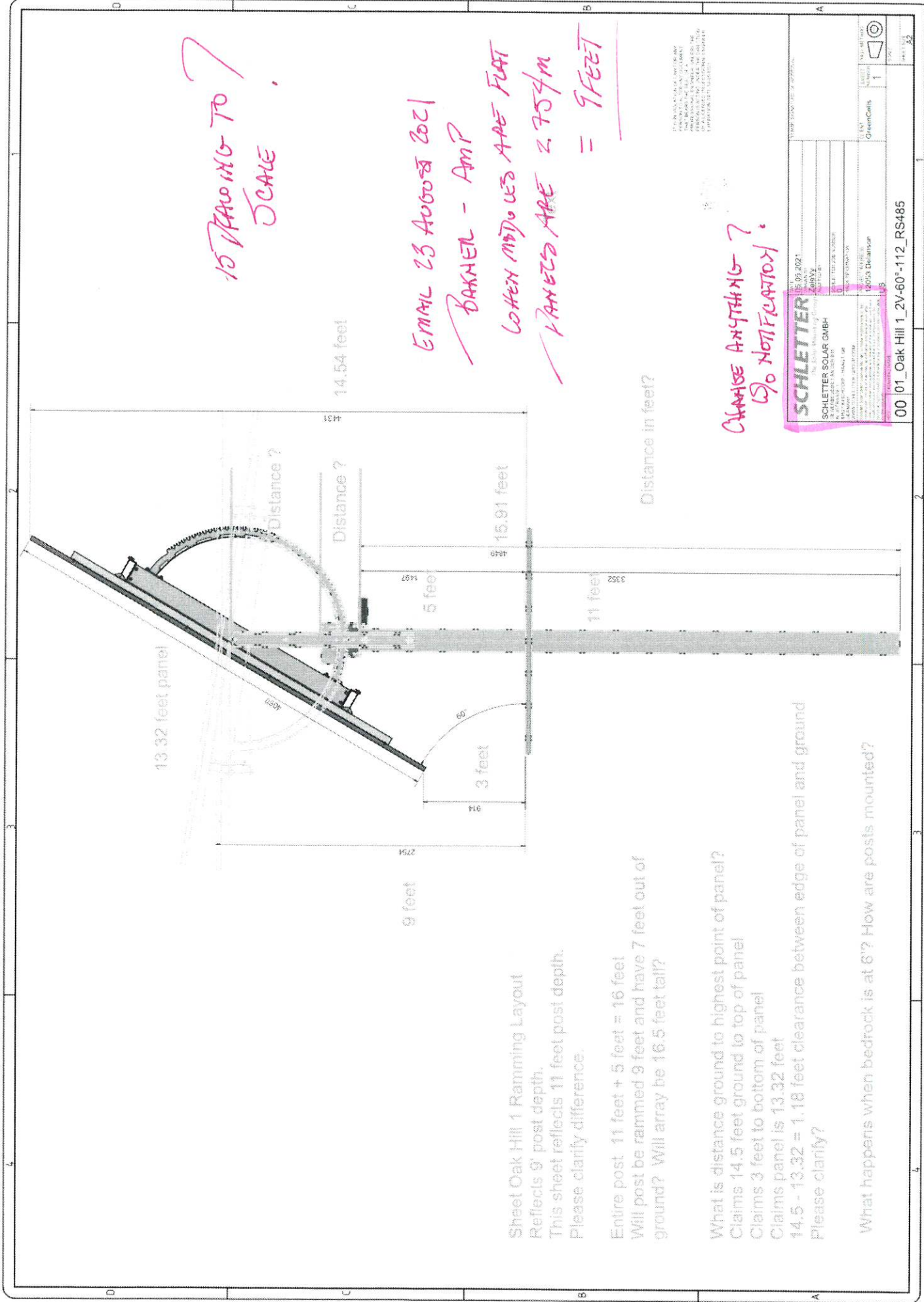
One Commerce Plaza | Albany | New York | 12260

| o | 518.487.7615 | f | 518.487.7777

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

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Sheet Oak Hill 1 Ramming Layout

Reflects 9' post depth.

This sheet reflects 11 feet post depth.
Please clarify difference.

Entire post 11 feet + 5 feet = 16 feet
Will post be rammed 9 feet and have 7 feet out of
ground? Will array be 16.5 feet tall?

What is distance ground to highest point of panel?

Claims 14.5 feet ground to top of panel

Claims 3 feet to bottom of panel

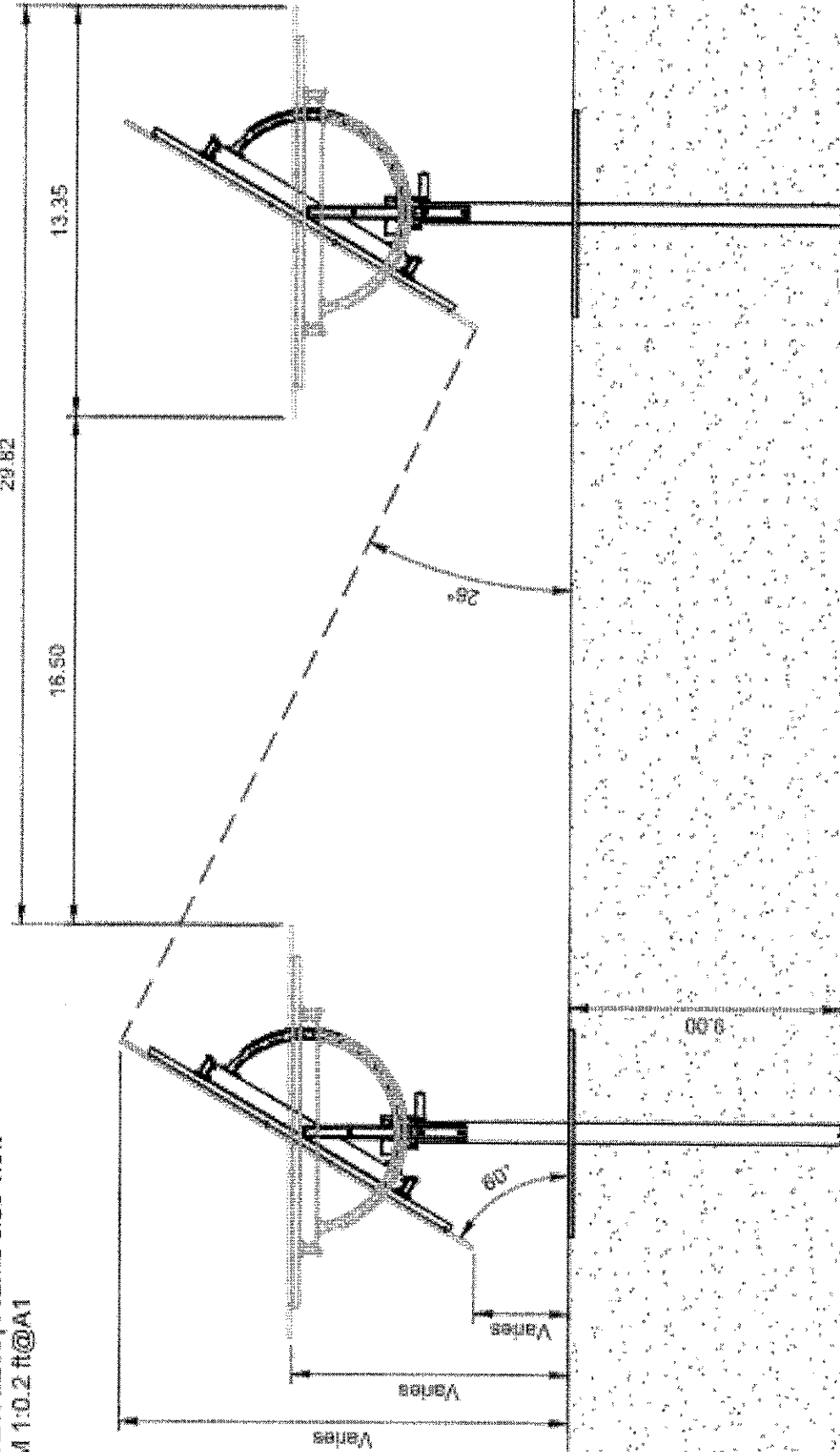
Claims panel is 13.32 feet

14.5 - 13.32 = 1.18 feet clearance between edge of panel and ground
Please clarify?

What happens when bedrock is at 6"? How are posts mounted?

SCHLETTHER	
DATE: 05-04-2021	TIME: 10:00 AM
PROJECT: OAK HILL 1	
DRAWN BY: J. L. LAMBERT	
CHECKED BY: J. L. LAMBERT	
APPROVED BY: J. L. LAMBERT	
SCALE: 1" = 10'	
SHEET: 1	
TOTAL SHEETS: 1	
PROJECT LOCATION: 00_01_Oak Hill 1_2V-60°-112_RS485	

DETAIL A | Frame side view
M 1:0.2 ft@A1



From: Travis Mitchell <tmitchell@edpllp.com>
Sent: Thursday, June 3, 2021 5:45 AM
To: Bakner, Terresa <TBakner@woh.com>
Subject: Re: Eden Battery Storage

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

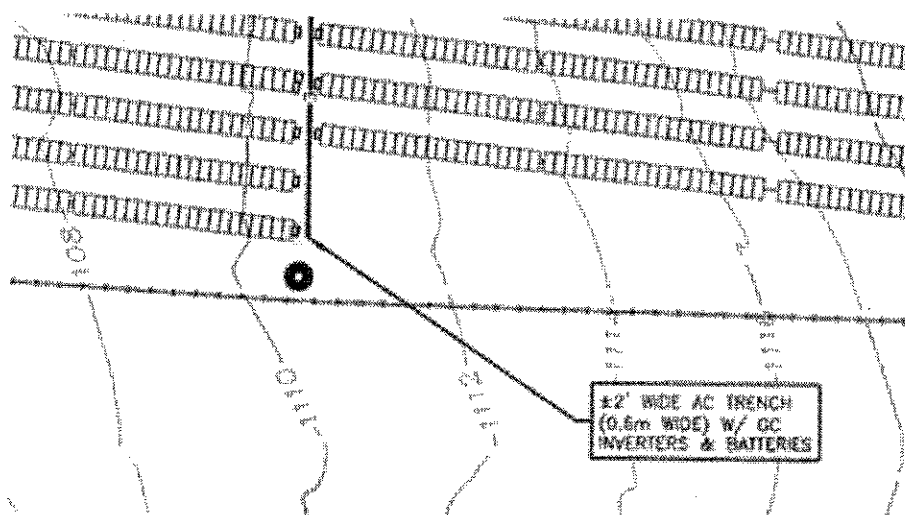
Morning Terresa,

1

I've attached the July 2, 2019 submittal referenced the email chain. I've also grabbed a screenshot below of the array layout and highlighted the little square box on the end of the row which I understand to be the integrated battery. There is a corresponding note pointing to the common trench between panel arrays identifying the same. We depict these on our drawing for illustrative purposes only to give the Planning Board a feel for size and location; however, the actual design of any electrical / array components is performed by others (an electrical engineer).

Let me know if you have any other questions.

Travis



On Wed, Jun 2, 2021 at 3:46 PM Bakner, Terresa <TBakner@woh.com> wrote:

Travis, could you send me a PDF of the drawing that you submitted to the Town Planning Board showing the batteries that are integrated into the system.

Thank you!

Terresa

Terresa M. Bakner | Whiteman Osterman & Hanna LLP