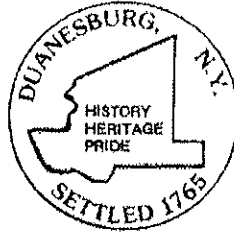


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

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

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

Present: Supervisor Tidball, Council Members Potter and Senecal, Highway Superintendent Reed, present via phone Council Members Ganther and Wenzel, Town Attorney Terresa Bakner and Deputy Town Clerk Brandy Fall

Absent:

Supervisor Tidball: I'm going to read a statement before we do the pledge.

Today is April 23, 2020 and this is the regular meeting of the Town Board. In light of the current COVID-19 public health emergency, tonight's meeting is being held in accordance to the Governor's Executive Order 202.1 and 202.14, which suspend provisions of the Open Meetings Law to allow the board to meet via video or telephone conference. This meeting is being held through Zoom and will be recorded, and a verbatim transcript will be made.

The public has been provided with the ability to listen to tonight's meeting in real-time. The call-in information has been posted to the Town's Website, Facebook page and distributed pursuant to the Town's standard procedures.

Before we move to the first item on the agenda, I would like to ask all participants to follow a few simple rules to make sure this meeting runs smoothly:

1. Certain devices will use a lot of battery power while using Zoom. Please be sure whatever device you are using to participate in the meeting is plugged in.
2. If you wish to speak, please use the "hand raising" function or use the chat to ask to speak. Your microphone will then be unmuted.
3. When speaking, please first state your name so the clerk knows who is speaking when this meeting is transcribed.
4. There may be a delay in transmission. Please allow another person to finish speaking and to pause before speaking.
5. Please be aware of your background and that your camera may be on during the entire meeting.

Thank you for your patience as we learn how to conduct our meeting using this technology. With that, we will move on to our meeting. Please all rise for the pledge of allegiance.

Pledge of Allegiance

Supervisor Tidball: Need approval of minutes please.

Council Member Potter: I make the motion for approval of minutes for the Town Board Meeting on Thursday April 9, 2020.

Supervisor Tidball: I'll second. Any discussion? (Pause) Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 66-20: Council Member Potter motioned, seconded by Supervisor Tidball to approve the Town Board Meeting minutes of Thursday, April 9, 2020.

Motion carried, 5 ayes

Supervisor Tidball: Payment of claims

Council Member Potter: OK. Vouchers to be paid April 23, 2020. General Fund - \$20,192.98. SD#1- \$12,511.20, SD#2 - \$11,477.62, SD#3 - \$2,718.95, In-House – Zero, Highway - \$18,240.05, Total vouchers to be paid - \$65,140.80

Supervisor Tidball: Need a second

Council Member Senecal: Second

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

Deputy Town Clerk Fall: Council Member Potter

Council Member Potter: Aye

Deputy Town Clerk Fall: Council Member Senecal

Council Member Senecal: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 67-20: Council Member Potter motioned, seconded by Council Member Senecal to pay the following claims:

Motion carried, 5 ayes

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

General Fund:	\$20,192.98
Highway Fund:	\$18,240.05
SD#1 Fund:	\$12,511.20
SD#2 Fund:	\$11,477.62
SD#3 Fund:	\$2,718.95

Total To Be Paid:

\$65,140.80

Supervisor Tidball: Ok, we are going to go into Committee Reports. Mr. Reed. What do you have for us?

Highway:

Highway Superintendent Bill Reed: The crew is still running split shifts, alternating three days, three guys. Two guys for the end of the week and two guys are taking three days, three guys are doing the two. So, we are on our second week of that. Been keeping them busy sweeping, that's coming to an end sometime early next week. The other half of the crew has been filling some potholes in town and we had a few dead trees that blew down yesterday and we cleaned those up as well. So that's about it.

Supervisor Tidball: Ok. Does anyone else have anything for Bill?

Council Member Ganther: You gotta make sure to speak up a little bit guys. It's tough to hear you.

Supervisor Tidball: Sorry

Superintendent Bill Reed: Sorry

Supervisor Tidball: Anything else for Mr. Reed? (Pause) Public Safety. Mr. Wenzel. Do you have anything?

Public Safety:

Council Member Wenzel: I do not.

Supervisor Tidball: Thank you. I got nothing either. It's been quiet. I know there have been a few small calls to local departments with nothing going on. The only thing I can report on is

currently Burtonsville Fire Department. Right now, the bridge going into Burtonsville is closed for construction. So Mariaville Fire Department will be handling their calls from there. I do believe they left their tanker truck on our side of the river because they use that for mutual aid quite a bit. So, if you ever hear that Mariaville is covering for them, that's why. That bridge should be out for several months. The smaller second part of the bridge. Let's see. Park committee. Mr. Wenzel you got anything for park committee?

Park Committee:

Councilmember Wenzel: No. The only item from the last time we met is the fact that students at the school were going to be part of a cleanup day. But because of the restrictions at the school and what have you, that is probably not going to happen. So be it but as of right now it is not going to happen.

Supervisor Tidball: OK. Do you have anything else?

Councilmember Wenzel: I do not.

Supervisor Tidball: I did get a phone call yesterday. Sorry I didn't get this out to the group. Princetown Town Supervisor Louis Esposito called me. They always chipped in a small amount to our summer program. Because they don't have a town tax, they rely mostly on sales tax money and it's something that we are going to be discussing at our town here for the near future about revenues for next year definitely. Because of sales tax issues, the County will not be receiving, they will not be dispersing to the towns, Princetown has decided not to help fund the summer program next year. This was a discussion a year or two ago and they decided they were going to pull out and then decided to stay with us. This town board in the past and I'll say I will back the summer program as long as I am supervisor. And I know this board is pretty good about it. So the funding that we used to get from Princetown, this town will cover. It's a great program and we don't want to see it go bye-bye. So, we'll do what we can to keep it going. So that's all I got for parks.

Sewer Districts. John you got anything?

Sewer Districts:

Councilmember Ganther: Not really. I checked in with Dale today. He said the team is pretty much working on routine maintenance and they are working over in the Mariaville Wastewater Treatment System. They are doing spot checks and manhole covers, etc., looking for I&I. Other than that, everything is pretty much routine right now. I'm going to unmute Bill Brown and maybe he has an update for us. Bill your mic is on if you want to chime in with anything.

Bill Brown: I'll try. Can you hear me?

Councilmember Ganther: We can.

Bill Brown: OK great. At the Delanson Wastewater Plant, we are working on the design there. We will get some plans and stuff to Andrew or Dale within the next couple of days so we can get some feedback from them. The Mariaville Wastewater project that is pending right at the moment because of funding commitment from DEC, that will probably be a next year project. Duane Lake sewer there is one update on that. The EFC plus listing which is a listing of all projects across the state, we updated that last year. The update is due again this year. We have it updated but it has to be submitted by the town. It's basically just a project listing of estimated costs, estimated schedules, That type of thing. It's not a commitment but just an annual update to stay on the states project. So, we're looking to report that. Overall, in Duane Lake the state did pass the budget earlier this month and it does look to include CFA and EF funding. Which would include likely the money for the project, the program we talked about at the meeting a few months back at the Fire Hall. And you would expect a similar timeframe for applications, so late July maybe August timeframe. So that seems to be on track. I think that's all I had.

Councilmember Ganther: Thanks Bill. I'm going to guess that with what's going on in the world right now, a lot of that funding is going to be in jeopardy this year anyways. Wouldn't you think?

Bill Brown: I don't actually. Like I said, it was included in the budget that was passed the first part of April and the state is also pushing a separate bond act to the tune of three billion dollars for environmental projects similar to what Duane Lake would be. That would be on the ballot in November. So, it appears that funding is going to continue to be in place for environmental projects. Both from an environmental standpoint and possibly a Corona infrastructure investment standpoint or economical standpoint. We saw that after the 2000 financial crisis, where the federal government invested a lot in infrastructure. It is too early to know where that is going to go but that's one of the routes that the state and federal government take, is to invest in infrastructure and help subsidize the economy. Plus, it's going to be there, you know it

was included in the budget. But we will wait for formal timelines to come out, probably next month on the CFA program.

Councilmember Ganther: OK, cool. Thank you.

Bill Brown: Thank you.

Supervisor Tidball: Anyone else have anything else for Bill?

Councilmember Ganther: Alright, thanks Bill.

Supervisor Tidball: Thanks Bill. Anything else for sewers? We good?

Councilmember Senecal: We're good.

Supervisor Tidball: John, IT.

IT:

Councilmember Ganther: Nope, no updates at this time. My IT project was making sure we could get this Zoom meeting going today.

Supervisor Tidball: And we greatly appreciate it. I got nothing new. I haven't really spoken to the Spectrum or Verizon guys in a while. I've got to make a point to reach out to them to get an update of the projects they are working on. That's all I have.

Councilmember Ganther: I should add that for broadband, Congressman Tonko's office was looking for feedback. They are going to be petitioning to get aid for New York for broadband funding and they were soliciting for anyone who does not have broadband. If they wanted to write some sort of letter or email that describes the burden that it puts on their family. Any personal experiences as a result of not having broadband particularly in light of the COVID crisis. If we could send that along to email Paul Tonko's office with that. They would try to include that in the letter that they will be passing along to the FCC. So, we will make sure that in the minutes we've got that information on how to get that out there and will get it on the website as well. So, if anyone has any personal experiences that they want to share about not having broadband and the burden that it places on them, now is a good time to document it and send it along to Paul Tonko's office.

Supervisor Tidball: Alright, thanks John.

Councilmember Potter: The only thing that I want to say to that, is I was talking to the guys from Verizon or the phone company about hooking up Wi-Fi at my house and they said you can't even get hooked up now until November because of this.

Councilmember Ganther: Sorry, what's that Rick?

Councilmember Potter: I was talking to the guys about trying to get hooked up at my house and they were saying that they can't even do it now until November.

Councilmember Ganther: Ooh, is that right?

Councilmember Potter: Yes.

Supervisor Tidball: Yeah, I am sure it put a lot of things, slowed them right down, the crews.

Councilmember Ganther: Yep.

Supervisor Tidball: Alright, other committee stuff, like I said, I touched on that we talked about Princetown. Something we're going to be discussing quite a bit over the next few months and definitely later when we get into the budget season. This next year is going to be a cruncher. We're going to have to figure out, what are sales tax monies coming in. So, there will be a lot of discussions with that. Also, I know we were planning on, going back to IT, the Planning Board meeting we are scheduling them to do a Zoom meeting with that. We have some things that we pushed off at the last month or two because the lack of holding a meeting, we definitely have to hold a meeting. So, watch for that on the website for when that meeting will be held and the call in, dial in for that for the Zoom for the Planning Board. Hopefully, we only have to get through a few more meetings this way and then go back to normal period. The sooner, the better, period. Other than that, I have nothing else we need to discuss. Do you guys have anything?

Councilmember Potter: No.

Supervisor Tidball: John or Bill. Do you have anything?

Councilmember Ganther: No Sir.

Supervisor Tidball: OK. When we go into the business meeting, we're going to do, I'll make the motion for the only item on there. I'm going to read two statements from a resident before we do the vote. So, they were sent to me, emailed to me and she wanted them read. So, we'll go into the business meeting. Somebody want to do the first motion?

Councilmember Potter: OK. Make a motion to authorize the Town Supervisor to execute the proposed PILOT agreement with Gen E Solar LLC. Council Member Potter read the resolution. (please see attached)

Supervisor Tidball: I need a second.

Councilmember Senecal: Second.

Supervisor Tidball: Thank you. Discussion on this, like I said, I got two statements I would like to read from resident Lynne Bruning regarding this. Some of the comments, I will answer back. Supervisor Tidball read the first statement. (please see attached)

Supervisor Tidball: The second email has some of the same statements. Supervisor Tidball read the second statement. (please see attached)

A couple of responses to that. Yes, a solar moratorium was placed on it but it does not stop PILOT agreements that was the PILOT situation already set in place before. The reason we only had a short period, this is something, to give a little discussion on this. Our former assessor did not do us justice with this, I was, we didn't know, or I didn't know anything about PILOT agreements until the last one came up. How they work and everything. I was given the wrong information from the past assessor. He told me it was handled, done deal, we're getting the proper money, everything is set, done. Again, I didn't follow up on him and when our new assessor came in and dealing with the PILOT for the Eden renewables, we looked back at the Onyx one and realized nothing was done at all. So, at that time, Onyx or Gen E, they have no law that says they have to give us anything. So, it is very nice of them to even offer us a dollar. So, we're going to be looking at over \$3000 a year in money we didn't expect. I know it's a small sum but that small sum will help next year with the lack of sales tax money we're going to get. That is a mistake on my part for not following up properly and educating myself properly on how PILOTS work and trusting the wrong people.

Councilmember Senecal: I want to add to that. We as a board were entirely and completely misled by the previous assessor in my opinion.

Supervisor Tidball: On a lot of situations.

Councilmember Senecal: So, I can't put that all on you, when we asked and were informed and hear we are.

Councilmember Ganther: Sorry, we aren't able to hear you guys.

Supervisor Tidball: I'm sorry.

Councilmember Ganther: It's OK.

Supervisor Tidball: On this one part about the article 78 with Eden Renewables has nothing to do with this, it's two separate projects. That's all I can respond to on that. Anyone else want to make any other comments before we vote on the motion?

Councilmember Potter: Nope.

Councilmember Senecal: I'll just say I'm happy we are getting what we are getting at this point in time because if we don't do this, then we get nothing. So, we can be wiser going forward in the future but this is a good project, they're going to give us money and I'm voting in favor of it.

Supervisor Tidball: OK. Clerk call the roll please

Deputy Town Clerk Fall: Councilmember Potter.

Councilmember Potter: Aye

Deputy Town Clerk Fall: Councilmember Senecal

Councilmember Senecal: Aye

Deputy Town Clerk Fall: Councilmember Ganther

Councilmember Ganther: Aye

Deputy Town Clerk Fall: Councilmember Wenzel

Councilmember Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 68-20: Council Member Potter motioned, seconded by Council Member Senecal to authorize the Town Supervisor to execute the proposed PILOT Agreement with GEN E SOLAR LLC.:

Motion carried, 5 ayes

Supervisor Tidball: We have no other stuff for the business meeting. We are going to do the privilege of the floor. Mr. Ganther, if anyone wishes to speak, Mr. Ganther is handling the controls. Just let us know who it is and we'll go from there.

Privilege of the Floor:

Councilmember Ganther: Yes, if you want to use your chat option, if you enter something into the chat that you would like to speak and I can unmute your microphone and let you speak.

Supervisor Tidball: We'll give it a minute or so just in case someone has to type it in.

Councilmember Ganther: Yup.

Supervisor Tidball: I do actually have two statements, I'll read the statements while this is happening. John, I'm sorry, I do have a few other statements from Ms. Bruning. She wanted read into the minutes also, the first one is, this is about NYSERTA. Supervisor Tidball read the first statement. (please see attached)

Supervisor Tidball: The second email is a little more lengthy. Supervisor Tidball read the second email. (please see attached)

Supervisor Tidball: John, do we have anyone else that wants to speak?

Councilmember Ganther: No, no one else has asked to speak.

Privilege of the Floor Closed:

Supervisor Tidball: OK, then I'll make the motion for adjournment.

Councilmember Potter: I'll second it.

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

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Councilmember Potter

Councilmember Potter: Aye

Deputy Town Clerk Fall: Councilmember Ganther

Councilmember Ganther: Aye

Deputy Town Clerk Fall: Councilmember Senecal

Councilmember Senecal: Aye

Deputy Town Clerk Fall: Councilmember Wenzel

Councilmember Wenzel: Aye

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

Supervisor Tidball: OK folks, thank you very much. This was enjoyable. Hopefully, we won't have to do too many more of these. I'd like to see your faces in person. So, folks, have a good night. Thank you.

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 April 23rd, 2020 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Today is April 23, 2020 and this is the regular meeting of the Town Board.

In Light of the current COVID-19 public health emergency, tonight's meeting is being held in accordance to the Governor's Executive Order 202.1 and 202.14, which suspend provisions of the Open Meetings Law to allow the board to meet via video or telephone conference. This meeting is being held through Zoom and will be recorded, and a verbatim transcript will be made.

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Town of Duanesburg Town Board

RESOLUTION NO. 68 - 2020

April 23, 2020

WHEREAS, GEN E SOLAR, LLC has sought permits for, constructed and operates a two (2) megawatt solar facility on property located at 762 Alexander Road, Duanesburg New York, also known as SBL # 65.00-2-31.111, a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (the “Project”); and

WHEREAS, the Town has not opted out of New York Real Property Tax Law Section 487; and

WHEREAS, the Town has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement for GEN E SOLAR LLC project, formerly known as the Onyx project, under which GEN E SOLAR LLC (or any successor owner of the Project) will be required to make annual payments to the Town of Duanesburg for each year during the term of the proposed PILOT Agreement; and


WHEREAS, GEN E SOLAR, LLC has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, during the term of the proposed PILOT Agreements, the Project will be placed on the exempt portion of the assessment roll and GEN E SOLAR LLC will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project; and

WHEREAS, for purposes of review under the State Environmental Quality Review Act (“SEQRA”), the Town of Duanesburg Planning Board, as Lead Agency, issued a Negative Declaration finding that Project, formerly Onyx and now known as GEN E SOLAR, will not cause a significant adverse environmental impact;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the proposed PILOT Agreement attached hereto.

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


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Gauthier, Council Member Potter, Council Member
Absent: Senecal, Council Member Wenzel

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
William Wenzel	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

TOWN OF DUANESBURG

and

GenE Solar I LLC

Dated as of April __, 2020

RELATING TO THE PREMISES LOCATED AT 726 ALEXANDER
ROAD, DUANESBURG, NY (TAX MAP 65.00-2-31.111) IN THE
TOWN OF DUANESBURG, SCHENECTADY COUNTY, STATE
OF NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY (this "Agreement"), effective as of the date on the cover page, above, by and between GenE Solar I LLC, a Delaware limited liability company (herein "Owner"), with a principal place of business located at 230 Park Avenue, Suite 845, New York, New York 10169, and the TOWN OF DUANESBURG (the "Town"), a municipal corporation duly established in Schenectady County, State of New York with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056. The Town is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner owns and operates a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) (herein the "Project") with an expected nameplate capacity ("Capacity") of approximately two (2) megawatts AC on a parcel of land located within the Town at 726 Alexander Road, Duanesburg, New York and identified as SBL # 65.00-2-31.111, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has requested that the Owner enter into a Payment in Lieu of Taxes ("PILOT") Agreement with the Town, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487 (the "Exemption"); and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on the exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

(i) The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

(ii) All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

(iii) None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(iv) The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to the Exemption, and Owner has submitted all required documentation and received all necessary approvals related thereto.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

(i) The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

(ii) All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with

its terms.

(iii) [Intentionally omitted].

(iv) [Intentionally omitted].

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Pursuant to RPTL 487 (4), the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction as of March 1, 2020 (the "Commencement Date").

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive Fiscal Tax Years (the "Term"). Annual Payments (as herein defined) may not exceed the amounts that would otherwise be payable but for the Exemption. The Term shall commence on the Commencement Date and shall end on the day immediately preceding the date which is the fifteenth anniversary of the Commencement Date. The first annual PILOT Payment shall be in the amount of \$1625 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of two (2) megawatts AC, Annual Payments to be made by Owner during the Term of this Agreement shall be as listed in Exhibit B attached hereto and made a part hereof. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement, without demand therefor and without abatement, deduction or set-off except as otherwise expressly provided in this agreement. Any failure of the Taxing Jurisdiction to issue a bill to Owner for Annual Payment shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate (provided, however that Annual Payments may not exceed the amounts that would otherwise be payable but for the Exemption in any given Fiscal Tax Year), and the Taxing Jurisdiction agrees that Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

(d) For the purposes of this Agreement, (a) "Fiscal Tax Year" shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31; and (b) "Taxable Status Date" shall mean March 1st of each Fiscal Tax Year.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than two (2) megawatts AC on the date when the Project is mechanically complete and Owner has commenced commercial production of electricity (the "Completion Date"), the Annual Payments set forth in Exhibit B will be increased or decreased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date, the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or infrastructure, or the addition of new Project equipment or infrastructure, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis commencing on the Completion Date of such Capacity increase or decrease for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

5. Payment Collection. Payments for the Town shall be made payable to the Town of Duanesburg and mailed to the Town of Duanesburg, c/o the Town of Duanesburg Supervisor's Office, located at 5853 Western Turnpike Duanesburg, NY 12056 and are due no later than January 31st of each Fiscal Tax Year (the "Annual Payment Date"). All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late real property tax payments under New York Law ("Interest"). Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of any unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot.

(a) Following the Commencement Date, the Assessor of the Taxing Jurisdiction shall assign a tax lot number to the Project, which shall be separate and distinct from the tax lot number of the Property.

(b) The Taxing Jurisdiction agrees that during the Term of this Agreement, the Taxing Jurisdiction will not assess Owner for any ad valorem real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes; provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project and/or Property, unless such other taxes, fees, charges, rates or assessments would be in conflict with the Project's tax-exempt status under RPTL Section 487; and provided, further, that the Property shall remain taxable on the assessment rolls of the Taxing Jurisdiction throughout the Term of this Agreement.

(c) Provided that the Project is placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction during each Fiscal Tax Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable state or federal law, for the review of any assessment relating to the Project covered by this Agreement; provided, however, that nothing in this Agreement shall limit the right of the Owner to challenge the Assessment of the Property pursuant to Article 7 of the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent

of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdiction, in its sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment.

(b) A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Schenectady County Clerk's Office, and the Taxing Jurisdiction shall reasonably cooperate in the execution of any required assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project

(c) This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

GenE Solar I LLC
230 Park Avenue, Suite 845
New York, New York 10169

With Copy to:

Argo Infrastructure Partners
650 Fifth Avenue, 17th Floor

New York, NY 10019

If to the Taxing Jurisdiction:

Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by notice to the Taxing Jurisdiction. Upon receipt of the notice of termination, the Project shall be immediately placed on the taxable portion of the tax roll, at which point the provisions of Section 520 of the RPTL shall apply. Owner shall be liable for all Annual Payments due in the Fiscal Tax Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Tax Year, the Annual Payment for such Fiscal Tax Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- (a) Owner fails to make timely Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdiction within thirty (30) days of the Annual Payment Date.
- (b) Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Remedies; Waiver and Notice.

(a) *No Remedy Exclusive.* No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(b) *Delay.* No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) *No Waiver.* In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third-Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

GenE SOLAR I LLC

By: 

Aaron D. Gold

Name

Authorized Signatory

Title

April 20, 2020

Date

TOWN OF DUANESBURG

By: _____

Supervisor

Date

EXHIBIT A

Tax Map Parcel and Deed Description

EXHIBIT B

Year	Payment Amount
2021	\$3,250 .00
2022	\$3,315.00
2023	\$3,381.30
2024	\$3,448.93
2025	\$3,517.91
2026	\$3,588.27
2027	\$3,660.04
2028	\$3,733.24
2029	\$3,807.90
2030	\$3,884.06
2031	\$3,961.74
2032	\$4,040.97
2033	\$4,121.79
2034	\$4,204.23
2035	\$4,288.31

PO Box 160
Quaker Street, NY 12141

Supervisor Tidball
Duanesburg Town Board
5853 Western Turnpike
Duanesburg, NY 12056

April 23, 2020

Re: Eden Renewables to NYSERDA

Dear Supervisor Tidball,

COVID-19 remains a hinderance to communication within our community both in person, online and via postal mail.

In hopes of avoiding any miscommunication concerning Oak Hill Solar 1 and 2 representation to NYSERDA please include the attached 4 page letter and 29 pages of supporting documents into the official record of tonight's town board meeting minutes.

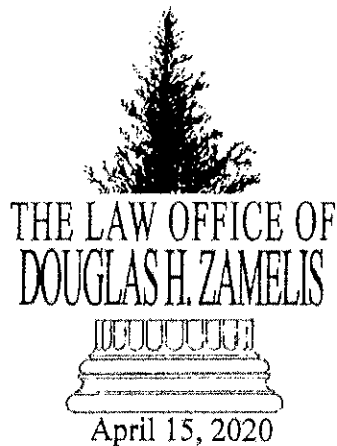
In summary: Eden Renewables documentation submitted to NYSERDA for Oak Hill Solar 1 and 2 during Fall 2019 represents the combined projects as 15 MW on 95 acres with 10 MW of battery storage. September 19, 2019 Resolution as approved by the Duanesburg Planning Board is for 10 MW on 65 acres with no battery storage.

Thank you for your consideration and time documenting this very important town matter.

Regards,

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

Enc: Correspondance to NYSERDA April 15, 2020
Exhibits to Correspondance to NYSERDA April 15, 2020



Hon. Richard F. Kauffman, Chair
& Members
New York State Energy Research and Development Authority
17 Columbia Circle
Albany, New York 12203-6399

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

Dear Chairman Kauffman and Members of the Authority:

This office represents Ms. Susan Biggs and Ms. Lynne Bruning in connection with two community solar projects identified as Oak Hill 1 Solar and Oak Hill 2 Solar (the "Projects") in the Town of Duanesburg, Schenectady County, with listed addresses at 13590 Oak Hill Road and 13686 Duanesburg Road, Delanson, New York, respectively. Ms. Biggs and Ms. Bruning reside at 13388 Duanesburg Road, adjacent to the Projects, and are petitioners in a proceeding pursuant to CPLR Article 78 entitled *Biggs, et al. v. Eden Renewables LLC et al.* presently pending in Schenectady County Supreme Court (Index Number 2019-2217) which seeks invalidation and annulment of the Projects' local land use approvals.

The Authority has awarded funds for the Projects totaling \$7,713,456.00 based on representations by Eden Renewables LLC (and/or a successor-in-interest) concerning the size and capacity of the Projects approved by the Town of Duanesburg Planning Board, and the purported approval of energy storage facilities by that Planning Board. This correspondence clarifies that the combined size and capacity of the Projects approved by the Town of Duanesburg Planning Board is only 65.2 acres and 10 MW, not 95 acres and 15 MW as reportedly represented to the Authority. This correspondence further confirms that, notwithstanding what has been represented to the Authority, the Town of Duanesburg Planning Board did not actually review or approve any energy storage facilities in connection with the Projects.

The Duanesburg Planning Board's September 19, 2019 "Resolution Approving Special Use Permit and Subdivision and Site Plan Approval for the Eden Renewables Oak Hill Solar Energy Projects – 1206 Oak Hill Road" (the "Local Approval Resolution"), a copy of which is attached herewith as Exhibit "A", purported to approve the two 5 MW Projects, for a combined generation capacity of 10 MW. Because Ms. Biggs and Ms. Bruning brought to the Duanesburg

Planning Board's attention that the Local Approval Resolution overstated the size of the Projects, the Local Approval Resolution was amended by resolution embodied in the minutes of the Duanesburg Planning Board's October 17, 2019 meeting, a copy of which are attached herewith as Exhibit "B", which set forth the correct "coverage" for the Projects as "32.8 acres" and "33 acres" for a combined total of 65.8 acres. The Duanesburg Planning Board therefore approved two solar projects with a combined generation capacity of 10 MW to cover a combined +/-65.8 acres.

The combined coverage of +/-65.8 acres for the Projects is consistent with the "Proposed Site Plan for Oak Hill Solar 1&2, Sheets 1 through 11" dated February 8, 2019 (the "Approved Site Plan") prepared by Environmental Design Partnership, LLC resubmitted to the Duanesburg Planning Board on June 6, 2019 which indicates "proposed coverage" of "32.2 acres" and "33 acres" for a combined coverage of +/-65.2 acres.

Sheets 9 and 10 of the Approved Site Plan show site plan details for limited use pervious access roads, limited use pervious wetland crossings, solar field fences, silt fences, construction entrance, trenches, spare parts containers, DC to DC converters, PV tracker systems, CCTV poles, transformer stations, and inverters on poles, the Approved Site Plan does not provide any details for any type battery or energy storage system facilities. Likewise, neither the State Environmental Quality Review Act Full Environmental Assessment Form, Negative Declaration, nor the Local Approval Resolution, as amended, references battery storage anywhere in their texts. The only reference to battery storage in the record of the Duanesburg Planning Board's proceedings is in the minutes of the board's March 21, 2019 meeting where it is indicated "There will be battery storage proposed in ten (10) small enclosures with containment and fire protection". Such facilities were never actually proposed or reviewed though, and both the Approved Site Plan and the Local Approval Resolution, as amended, fail to show, discuss or approve any energy storage facilities in connection with the Projects.

Notwithstanding the omission of energy storage facilities from the Approved Site Plan and absence of any mention of energy storage facilities in the SEQRA documents or Local Approval Resolution, Town of Duanesburg Planner/Building Inspector/Code Enforcement Officer Dale R. Warner somehow acknowledged and confirmed to the Authority on "Confirmation of Local Land Use Approval" forms dated September 23, and 26, 2019 copies of which are attached herewith as Exhibit "C", that "Required Energy Storage Land Use Approvals" had in fact been granted on September 19, 2019, i.e., the date of the Local Approval Resolution which makes no mention of energy storage facilities. Thereafter, Officer Warner acknowledged and confirmed to the Authority on "Presentation to Planning/Zoning Board for Energy Storage" forms dated October 4, 2019 attached herewith as Exhibit "D" which provide "NYSERDA respectfully requests that the municipality sign a copy of this form acknowledging receipt of the below information as part of the Applicant's presentation to the Planning/Zoning Board" for projects of "Energy Storage Size, MW (AC): 5MW AC" and "Solar Project Size, MW (DC) (if applicable): 7.5MW DC". Officer Warner, who is not a member of the Duanesburg Planning Board or Zoning Board of Appeals, acknowledged and confirmed the Authority's "Presentation to Planning/Zoning Board For Energy Storage Facilities Forms" despite the clear indication on the form that they were to be "ACKNOWLEDGED & CONFIRMED BY

MUNICIPALITY Planning/Zoning Board Member”. The Duanesburg Planning Board approved no energy storage facilities, and approved only two 5 MW DC community solar projects.

Records obtained from the Authority pursuant to the Freedom of Information Law and filed on the New York State Department of Public Service Document and Matter Management system for matter number 17-02273 indicate that substantial financial incentives by the Authority were contingent and conditioned upon the a) Projects actually comprising a total of 15 MW; and b) approval of associated commercial battery storage facilities by the Duanesburg Planning Board.

By way of demonstration, correspondence from the Authority to Oak Hill Solar 1, LLC dated October 31, 2019 attached herewith as Exhibit “E” states that “Your award in the amount of \$1,498,728 is contingent upon the installation and grid interconnection of a 7,493.64 kW solar electric system for: Oak Hill Solar 1, LLC at 13590 Duanesburg Rd., Delanson, NY 12053 as outlined in the project application. Virtually identical correspondence for Oak Hill Solar 2 LLC of the same date which states that “Your award in the amount of \$1,498,728 is contingent upon the installation and grid interconnection of a 7,493.64 kW solar electric system for: Oak Hill Solar 2, LLC at 13686 Duanesburg Rd., Delanson, NY 12053 as outlined in the project application” is also included herewith as Exhibit “E”. Therefore, while awards by the Authority totaling \$2,997,456.00 are contingent on the interconnection of a combined 15 MW of solar electrical systems, the Duanesburg Planning Board’s Local Approval Resolution only authorizes the construction of a combined 10 MW.

The “Salesforce” printout for Oak Hill Solar 1, LLC filed with the Authority, a copy of which is attached as Exhibit “F”, represents that Oak Hill Solar 1 “Total System Size” is “7,493.640” kW and indicates “Total Number Acres: 46.00”. The “Salesforce” printout for Oak Hill Solar 2, LLC filed with the Authority, a copy of which is included in Exhibit “F”, represents that Oak Hill Solar 2 “Total System Size” is also “7,493.640” kW and indicates “Total Number Acres: 49.00”. These records, filed *after* the issuance of the Duanesburg Planning Board’s Local Approval Resolution which authorized a combined 10 MW on only +/-65.2 acres, purport to represent to the Authority that the Projects would have a combined generation capacity of 15 MW on 95 acres.

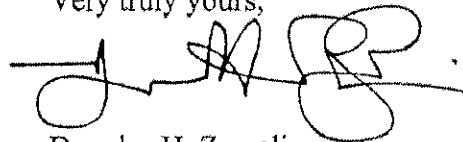
In addition to the \$2,997,456.00 awarded by the Authority for the Projects under the “NY-Sun Program”, according to correspondence from the Authority dated October 28, 2019 attached herewith as Exhibit “G” indicates the Authority awarded \$2,358,000.00 each for Oak Hill 1 Solar and Oak Hill 2 Solar under the “Retail Energy Storage Incentive Program” which funds were “contingent upon the installation and grid interconnection of a 5,000.00 kW/11,790.00 kWh (useable installed energy capacity measured in AC) energy storage system”. However, as established above, neither the SEQRA EAF, Negative Declaration, Approved Site Plan, nor the Local Approval Resolution reference any energy storage facilities in connection with the Projects, and therefore such storage facilities were never in fact reviewed or approved by the Duanesburg Planning Board. The Authority has therefore granted \$4,716,000.00 in incentives for energy storage systems for the Projects when Eden Renewables LLC never obtained approval from the Duanesburg Planning Board for any energy storage facilities in connection with the Projects.

Please be advised Ms. Biggs and Ms. Bruning reserve all their statutory and common law rights and remedies to enforce the Town of Duanesburg Zoning Law and Final Approval Resolution in a Declaratory Judgment Action in Schenectady County Supreme Court in the event Eden Renewables LLC (or its successor-in-interest) constructs the Projects in excess of 10 MW, 65.8 acres, and/or attempts to install any energy storage facilities.

On behalf of Ms. Biggs and Ms. Bruning, we respectfully request that this matter be investigated, and if the Authority determines that the Projects do not satisfy the contingencies of the \$7,713,456.00 in incentives as set forth above, that it revoke or withhold such incentives as appropriate.

Thank you very much for the Authority's careful consideration of this important matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. H. Zamelis', written over a horizontal line.

Douglas H. Zamelis

cc:

Alicia Barton, NYSEERDA President & CEO
Hon. Letitia James, NYS Attorney General
Hon Letizia Tagliaferro, NYS Inspector General
Hon. Thomas DiNapoli, NYS Comptroller
Hon. Roger Tidball, Supervisor, Town of Duanesburg
Teresa M. Bakner, Esq., Counsel to Town of Duanesburg
Daniel A. Spitzer, Esq., Counsel to Eden Renewables LLC

Brandy Fall

From: lynne bruning <lynnebruning@gmail.com>
Sent: Thursday, April 23, 2020 2:02 PM
To: Jennifer Howe
Cc: Roger Tidball; Susan Biggs
Subject: Oak Hill Screening and Biggs tree inventory
Attachments: Town Board April 23 2020 Tree Inventory.pdf

Ms Howe,

Please provide the Supervisor Tidball and town board my attached PDF statement and supporting documents at tonight's board meeting.

Please include the documents in their entirety in tonights board meeting minutes.

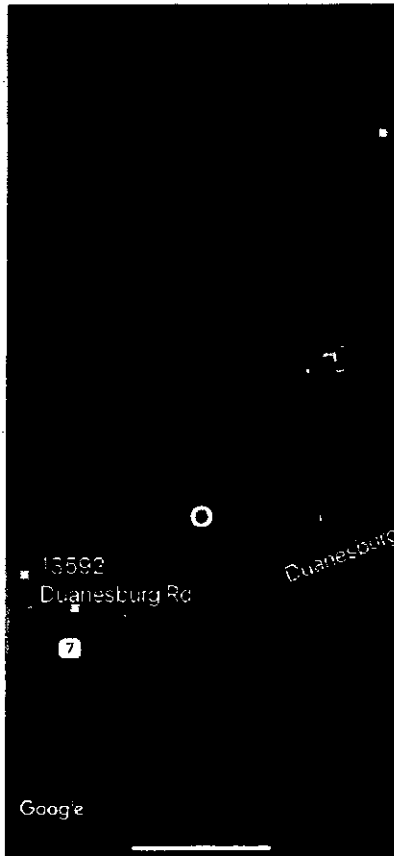
Please confirm that you received two PDFs.

Thank you for your assistance.

Regards,

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

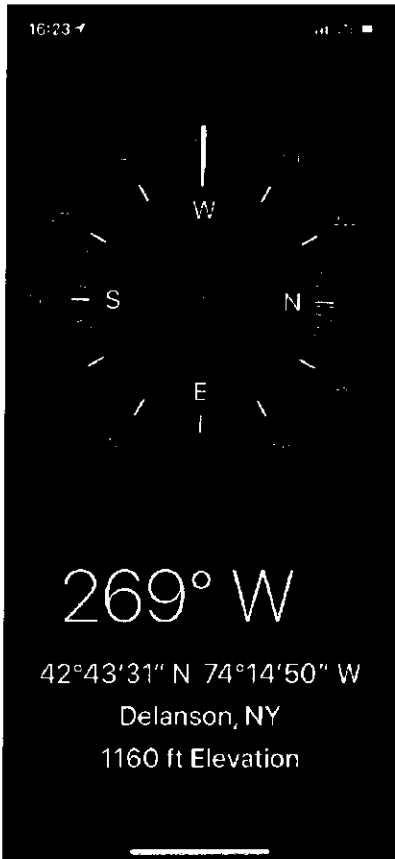
  **Biggs Tree Inventory April 2020 PDF.pdf**



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3. 13388 Duanesburg Road Delanson, NY 12053

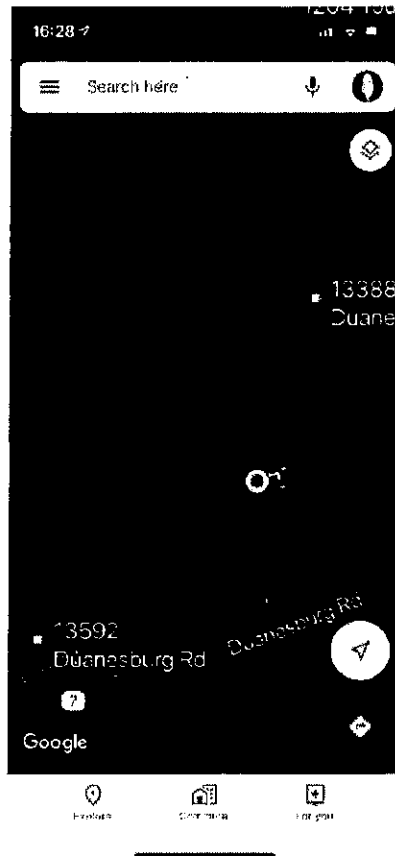
View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5. Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants 13590 Duanesburg Road Delanson, NY 12053

Tree Height and location: 5 feet tall 12 feet from stone wall at Biggs south property line.



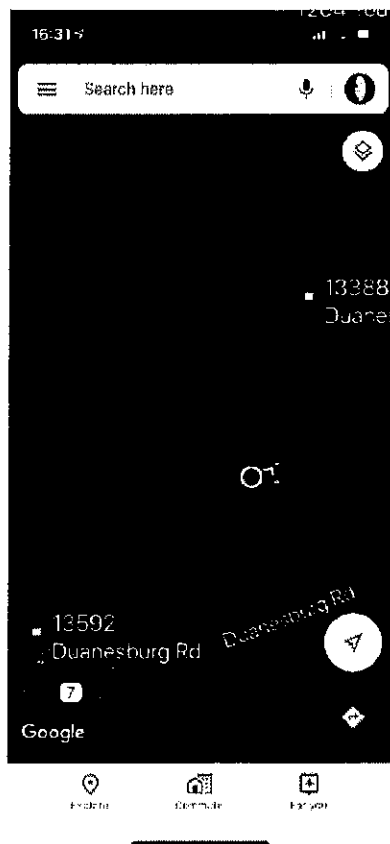
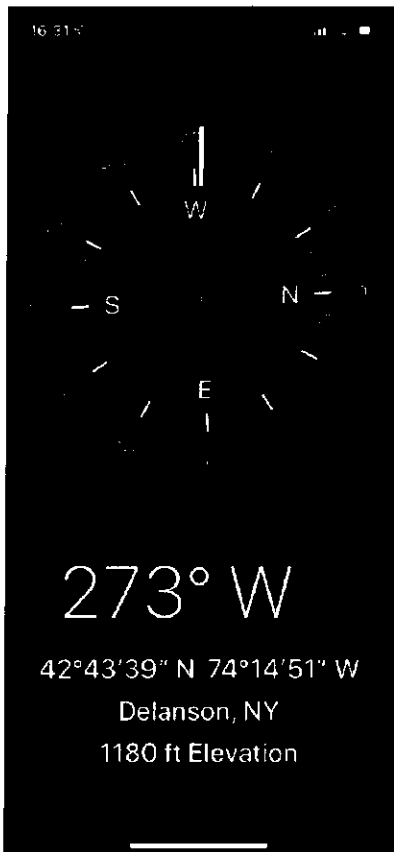
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
3 feet tall
Walking path along Biggs
south property line



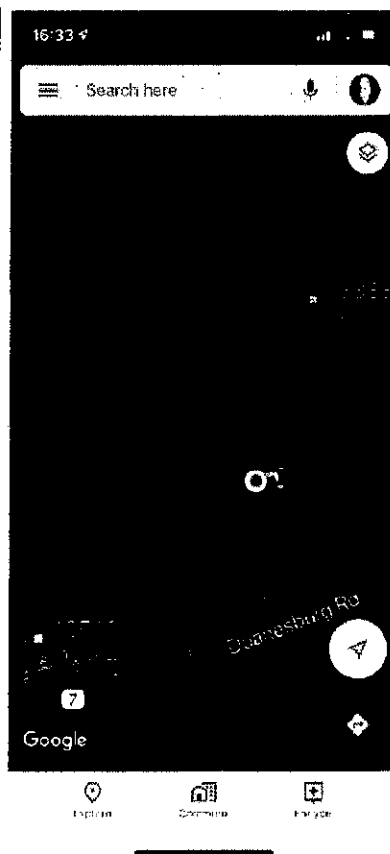
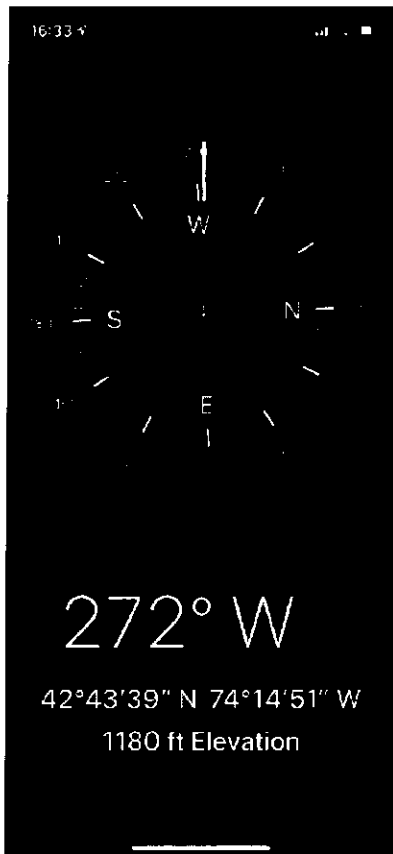
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
7 feet tall
South woods between
Biggs house and west
property line



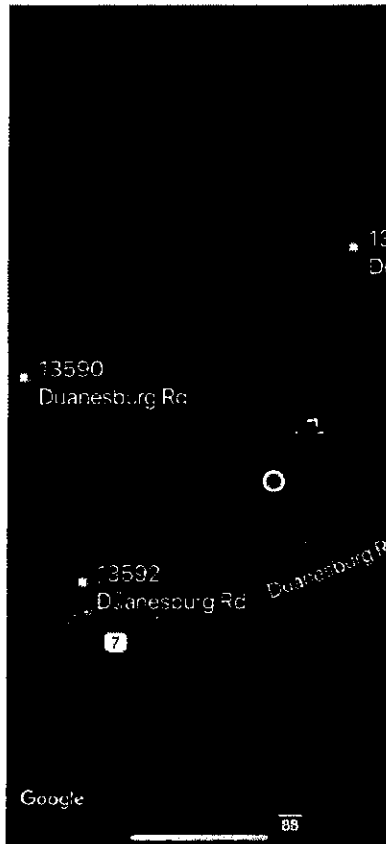
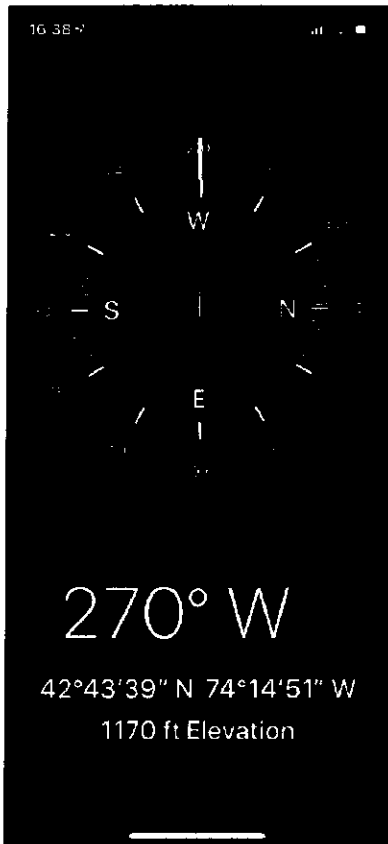
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
6 feet tall
Walking path south of
Biggs house towards west
property line.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

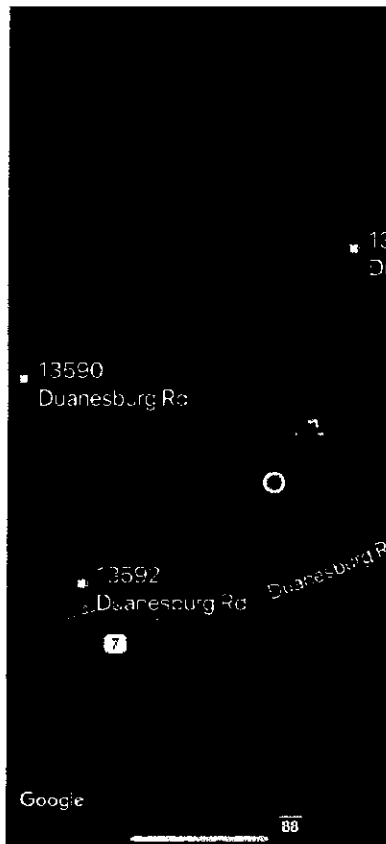
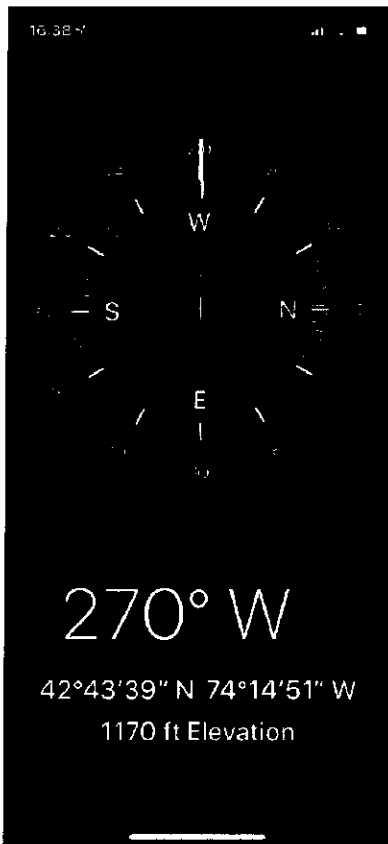
Tree Height and location:
6 feet tall
Walking path south of
Biggs house towards west
property line.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
6 - 8 feet tall
Woods south of Biggs
house towards west
property line.

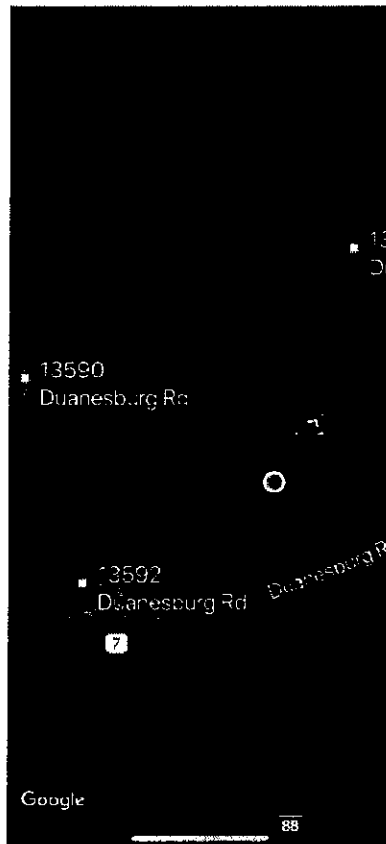
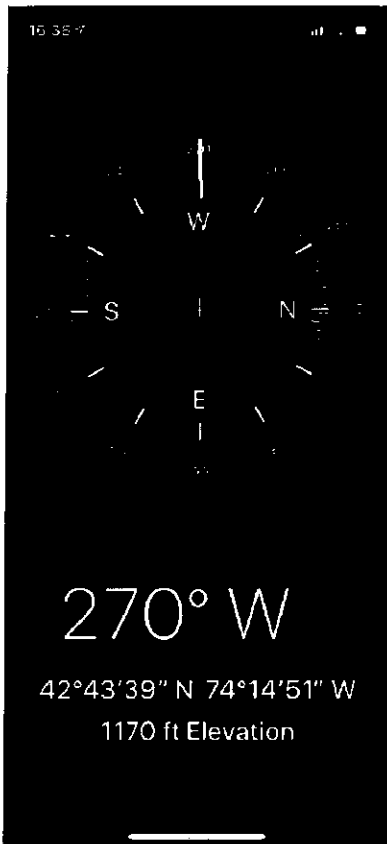
Trees six thru ten are
photographed together.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
6 - 8 feet tall
Woods south of Biggs
house towards west
property line.

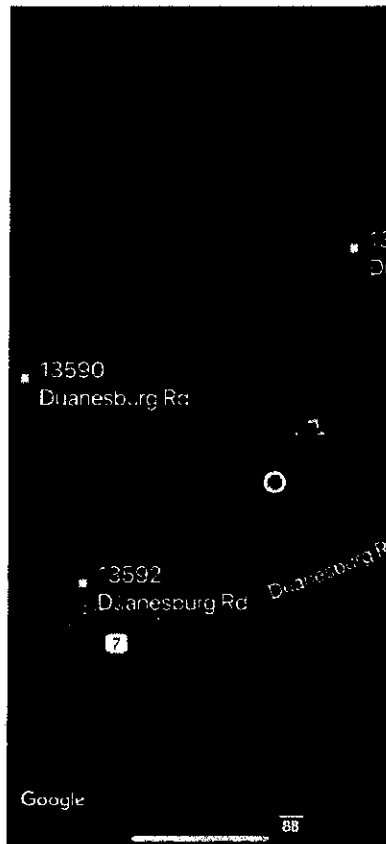
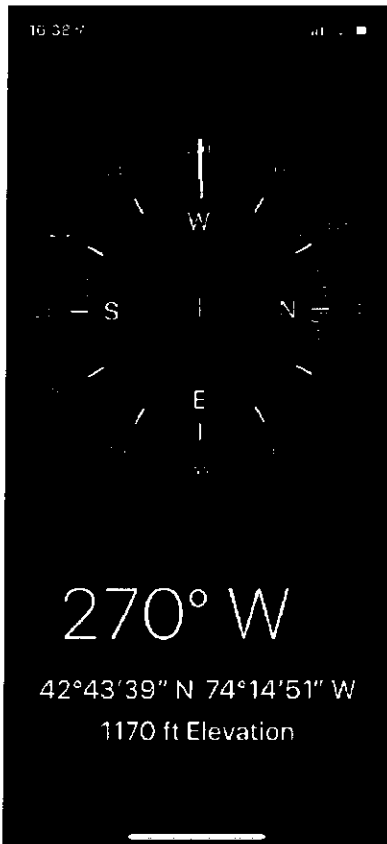
Trees six thru ten are
photographed together.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
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6 - 8 feet tall
Woods south of Biggs
house towards west
property line.

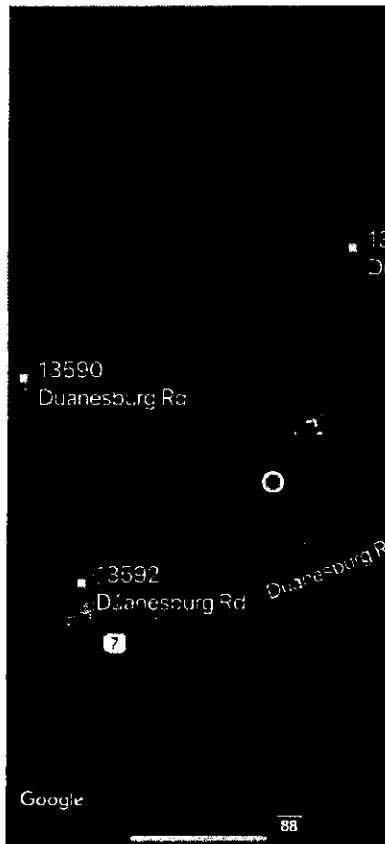
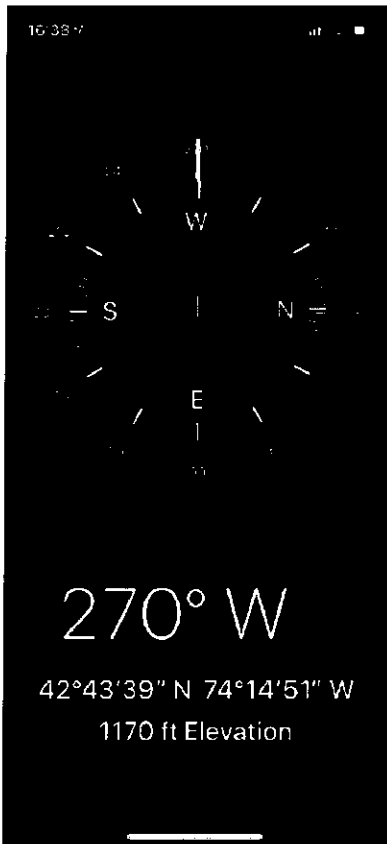
Trees six thru ten are
photographed together.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
6 - 8 feet tall
Woods south of Biggs
house towards west
property line.

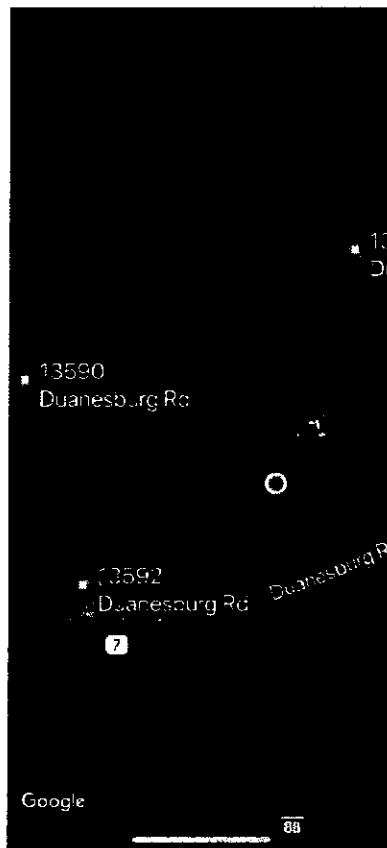
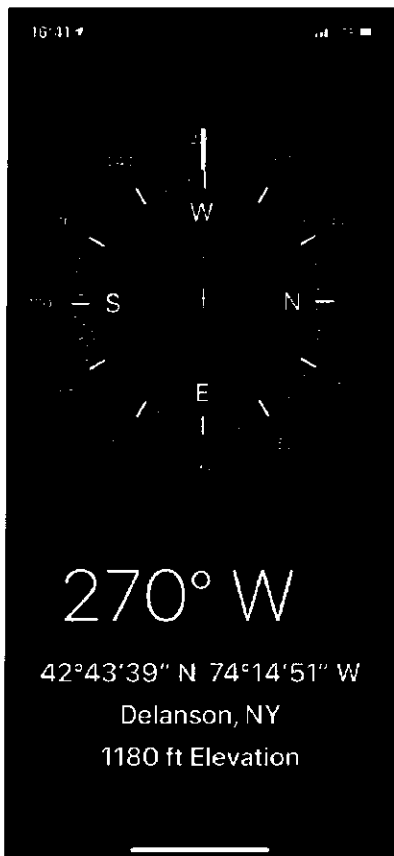
Trees six thru ten are
photographed together.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
6 - 8 feet tall
Woods south of Biggs
house towards west
property line.

Trees six thru ten are
photographed together.



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

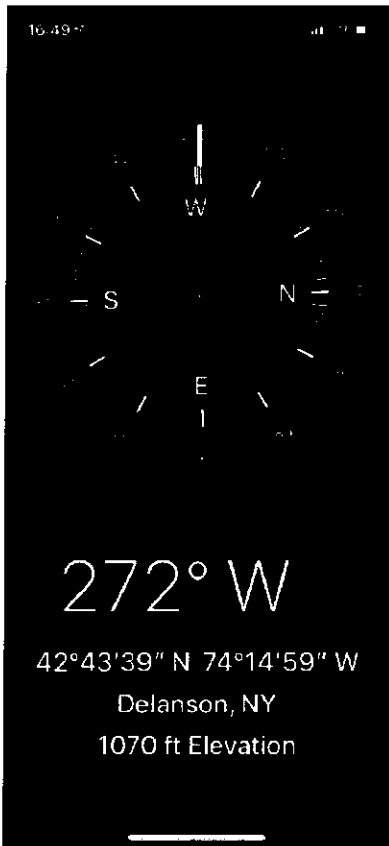
Tree Height and location:
8 feet tall
South woods between
Biggs house and west
property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to
lands of Richard Murray
Tax ID 74.00-2-5.
Proposed site of Eden
Renewables Oak Hill 1
and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

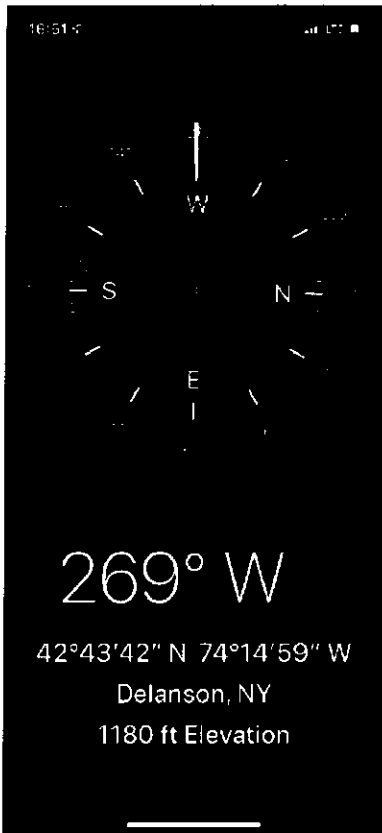
Tree Height and location:
9 feet tall
Walking path from Biggs
house to west property
line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3. 13388 Duanesburg Road Delanson, NY 12053

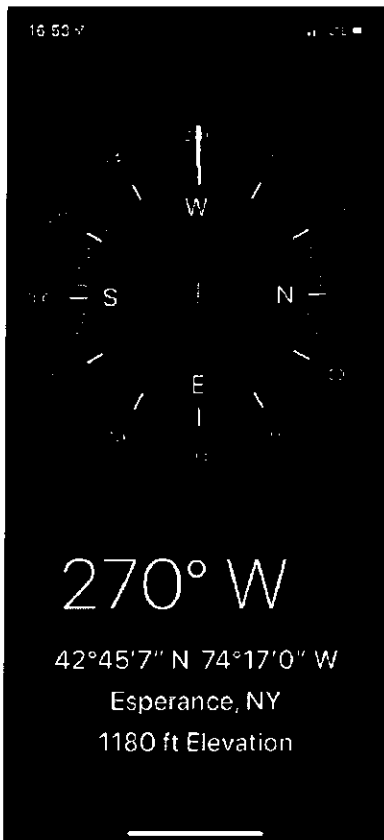
View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5. Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants 13590 Duanesburg Road Delanson, NY 12053

Tree Height and location: 2 feet tall Walking path along west property line



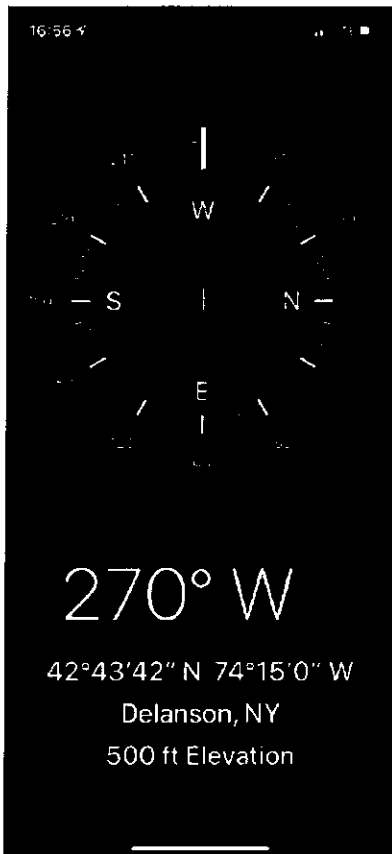
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
2 feet tall
Walking path along west
property line



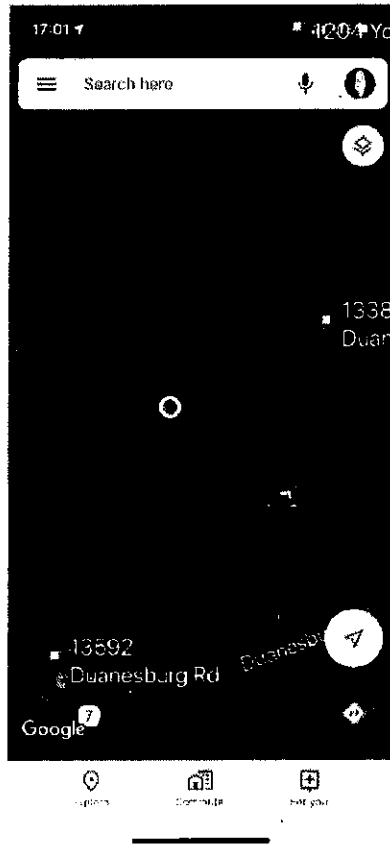
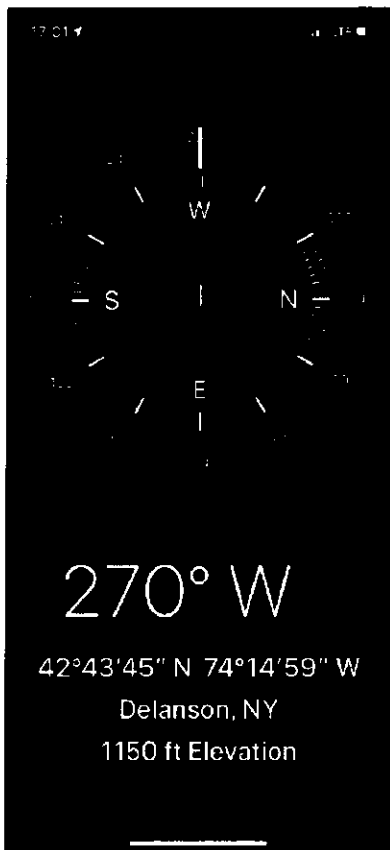
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
4 feet tall
Walking path between
pond west to stone wall at
property line..



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

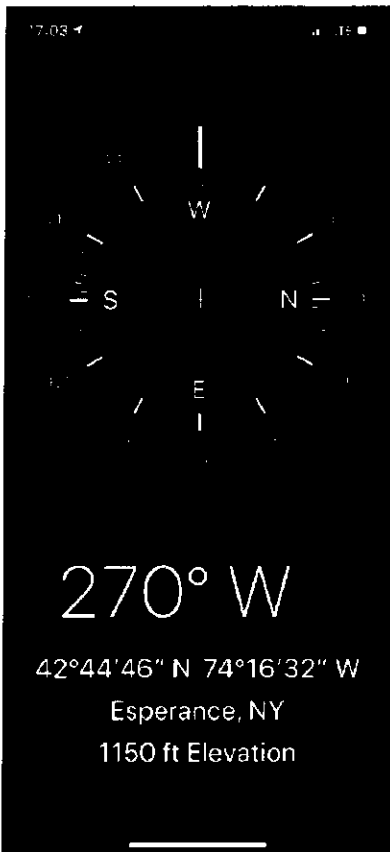
Tree Height and location:
4 feet tall
Walking path between
pond west to stone wall at
property line..



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

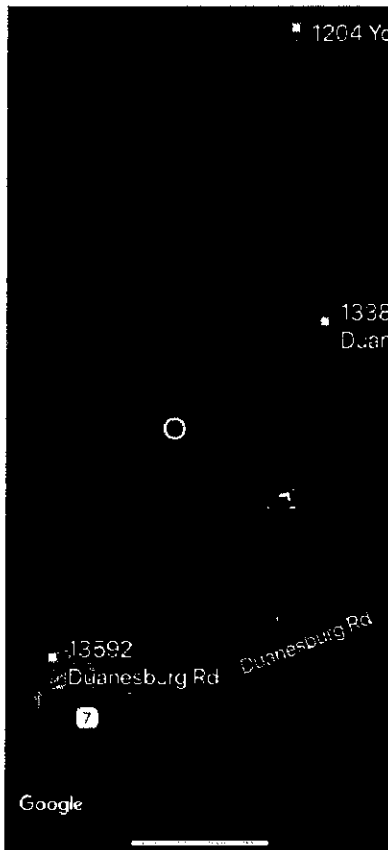
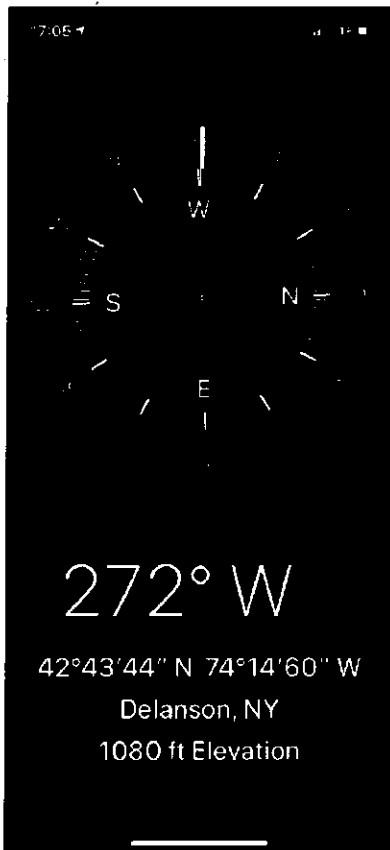
Tree Height and location:
7 feet tall
Walking path along west property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to
lands of Richard Murray
Tax ID 74.00-2-5.
Proposed site of Eden
Renewables Oak Hill 1
and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
5 feet tall
Walking path along west
property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

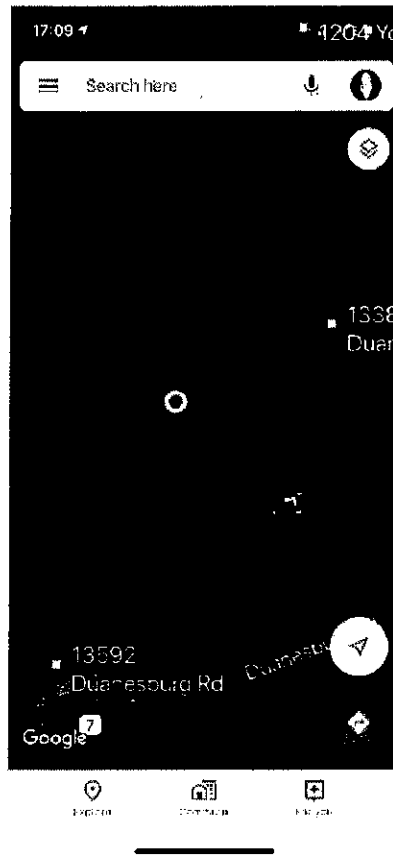
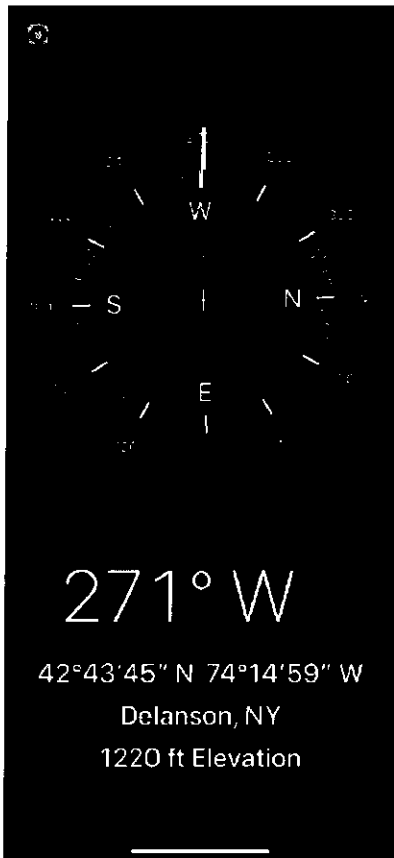
Tree Height and location:
3 feet tall
Walking path along west property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

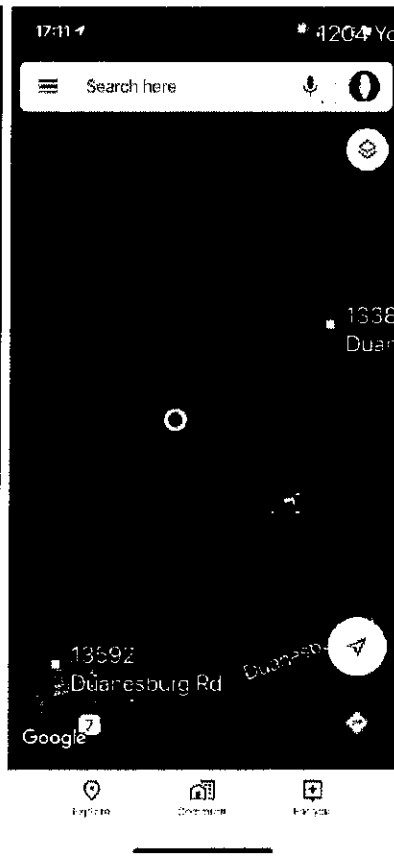
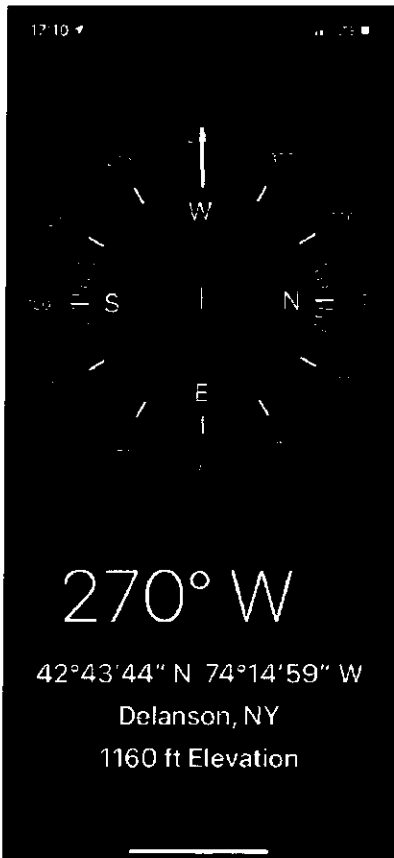
View west from Biggs to
lands of Richard Murray
Tax ID 74.00-2-5.
Proposed site of Eden
Renewables Oak Hill 1
and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
2 feet tall
Walking path along west
property line



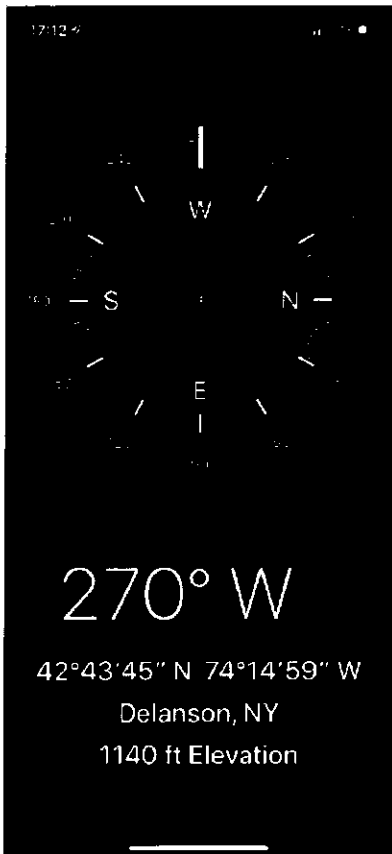
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
3 feet tall
Walking path along west
property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

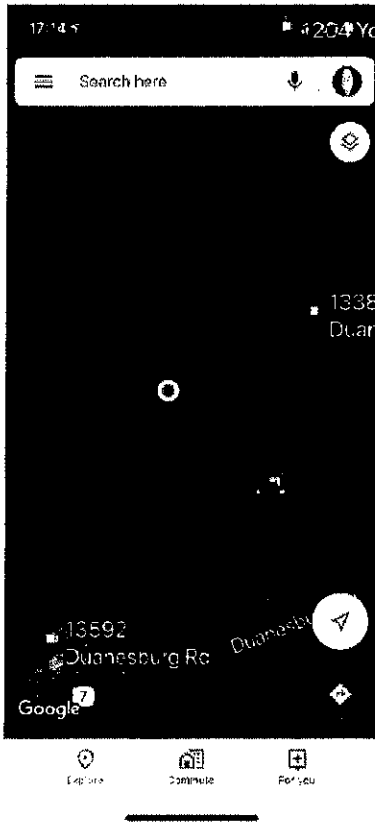
Tree Height and location:
2 feet tall
Walking path along west
property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3. 13388 Duanesburg Road Delansburg, NY 12053

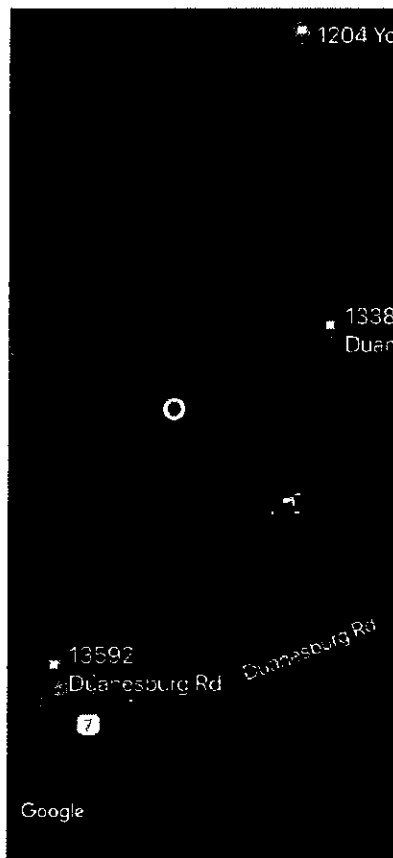
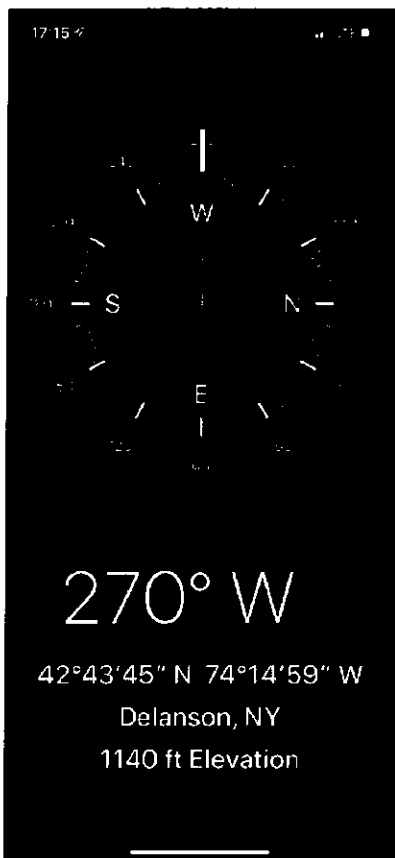
View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5. Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants 13590 Duanesburg Road Delansburg, NY 12053

Tree Height and location: 3 feet tall
Walking path along west property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

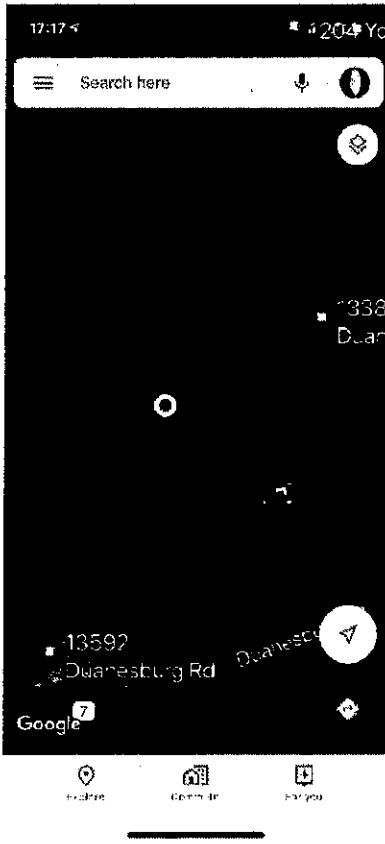
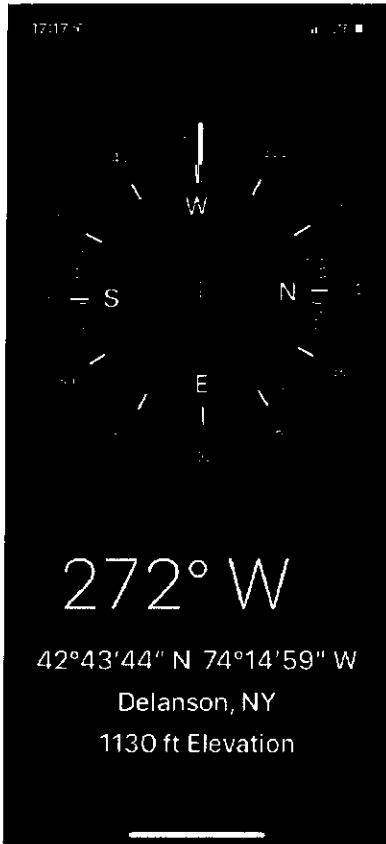
Tree Height and location:
2 feet tall
Walking path along west
property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3. 13388 Duanesburg Road Delanson, NY 12053

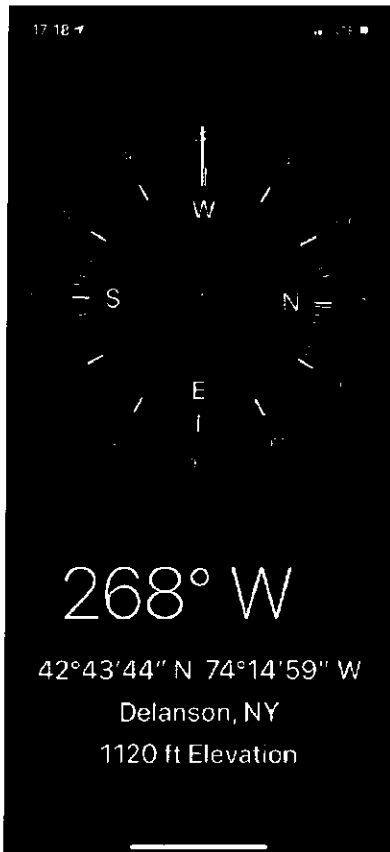
View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5. Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants 13590 Duanesburg Road Delanson, NY 12053

Tree Height and location: X feet tall
Walking path along west property line
Tree is tagged need photo



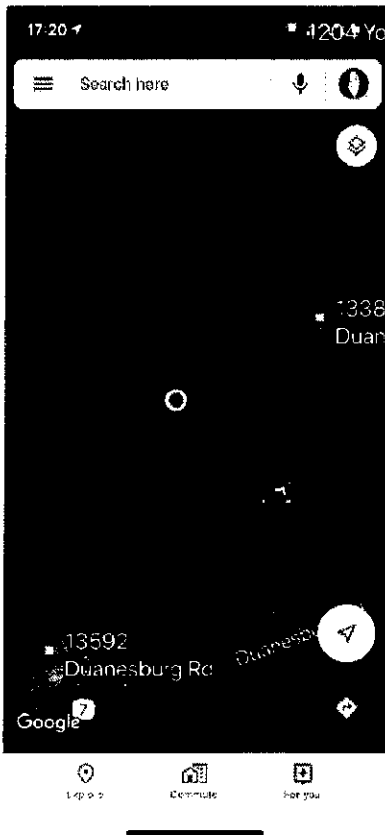
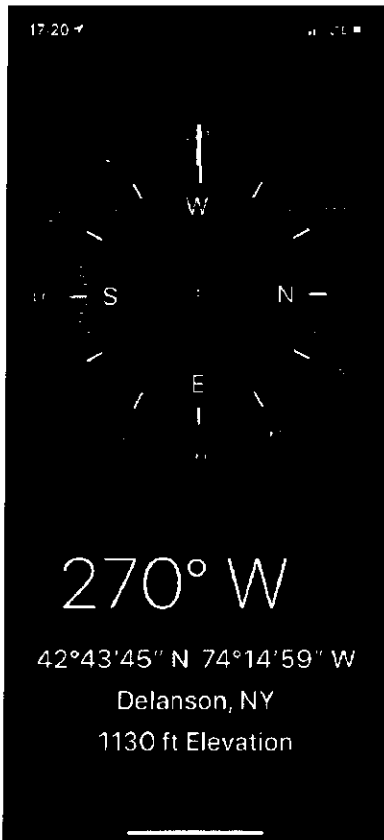
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
4 feet tall
Walking path along west
property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
4 feet tall
Walking path along west
property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

View west from Biggs to
lands of Richard Murray
Tax ID 74.00-2-5.
Proposed site of Eden
Renewables Oak Hill 1
and 2 Solar Power Plants
13590 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
2 feet tall
Walking path along west
property line



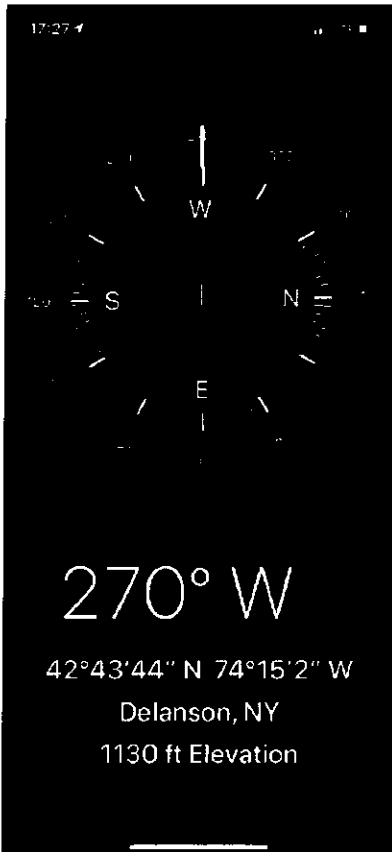
Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
2 feet tall
Walking path along west
property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

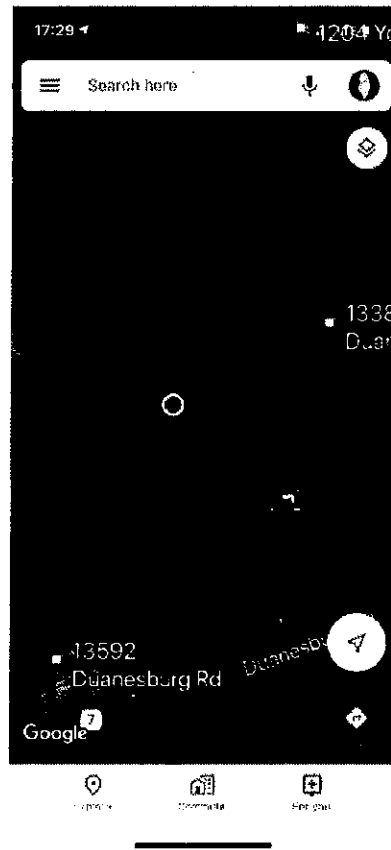
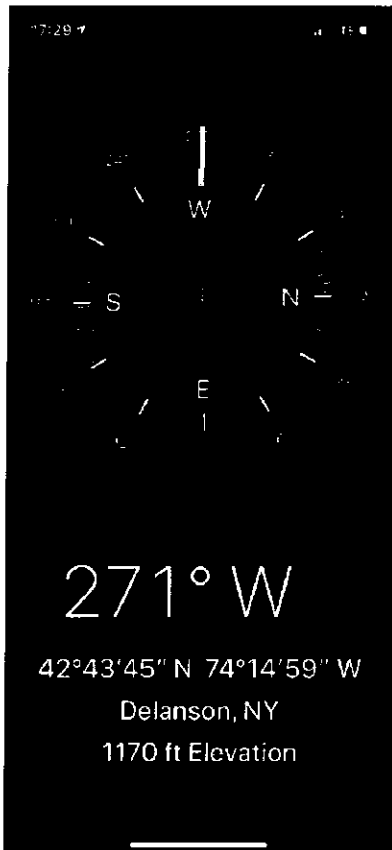
Tree Height and location:
1 feet tall
Walking path along west
property line



Norway Spruce tree on
lands of Susan Biggs Tax
ID s 74.00-3-18 and
74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to
lands of Richard Murray
Tax ID 74.00-2-5.
Proposed site of Eden
Renewables Oak Hill 1
and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

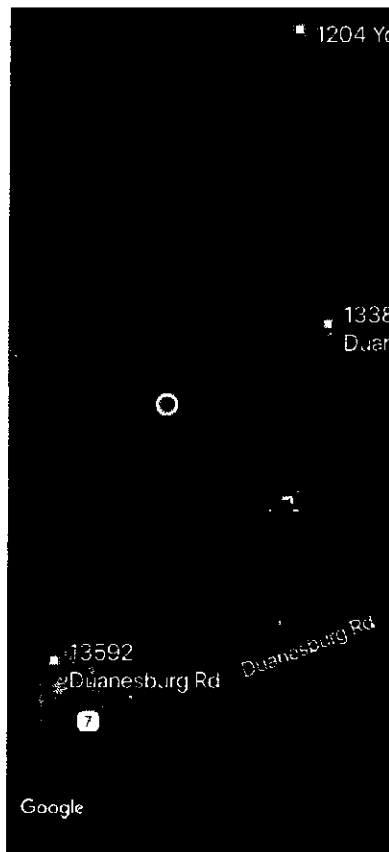
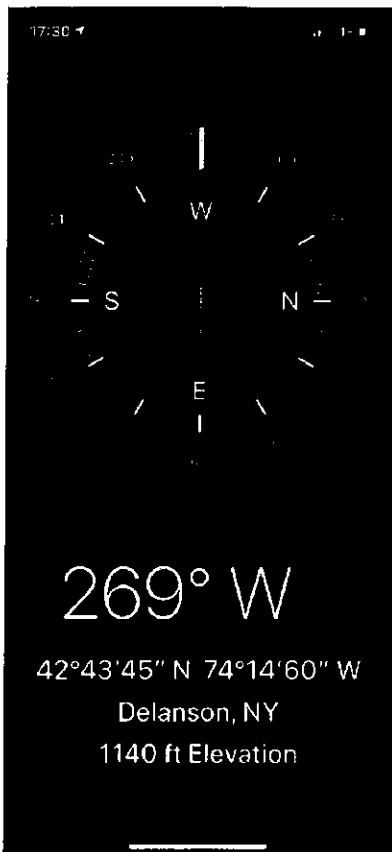
Tree Height and location:
3 feet tall
Walking path along west
property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

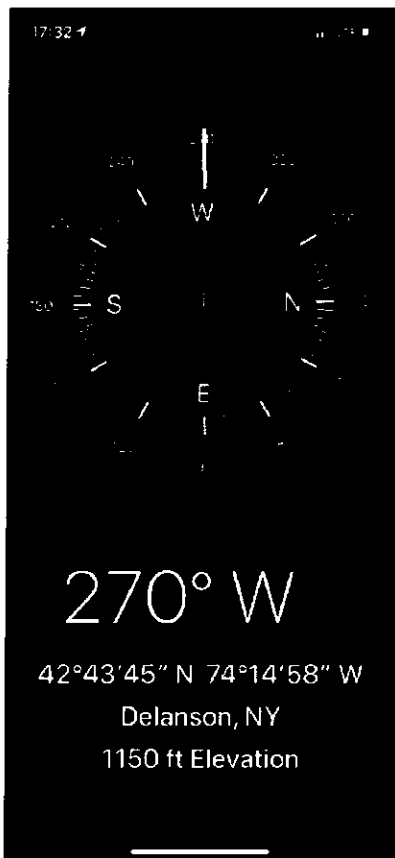
Tree Height and location:
2 feet tall
Walking path along west property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
3 feet tall
Walking path along west property line



Biggs Tree Inventory April 2020

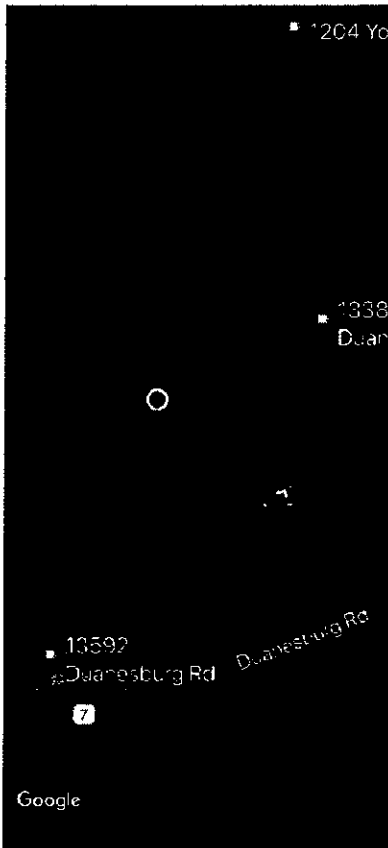
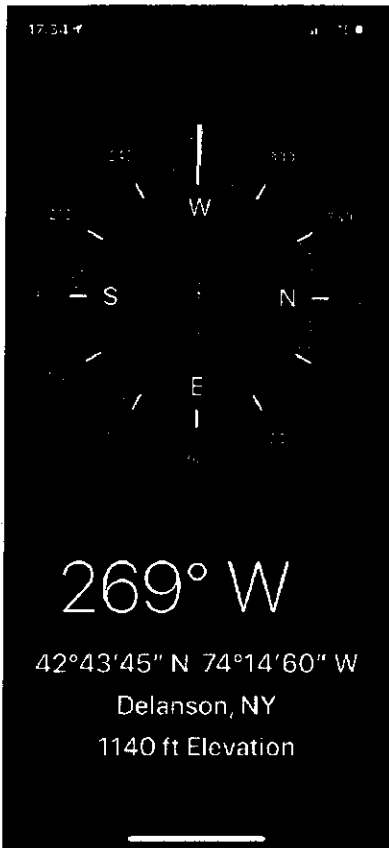


Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3. 13388 Duanesburg Road Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5. Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants 13590 Duanesburg Road Delanson, NY 12053

Tree Height and location: X feet tall
Walking path along west property line
Tree is tagged need photo

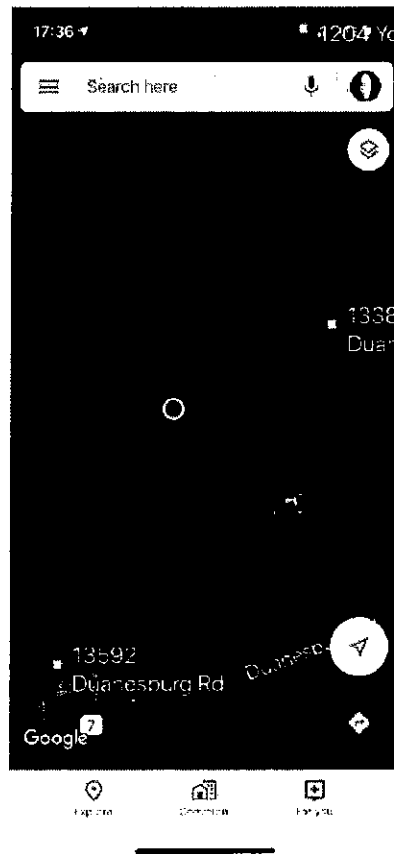
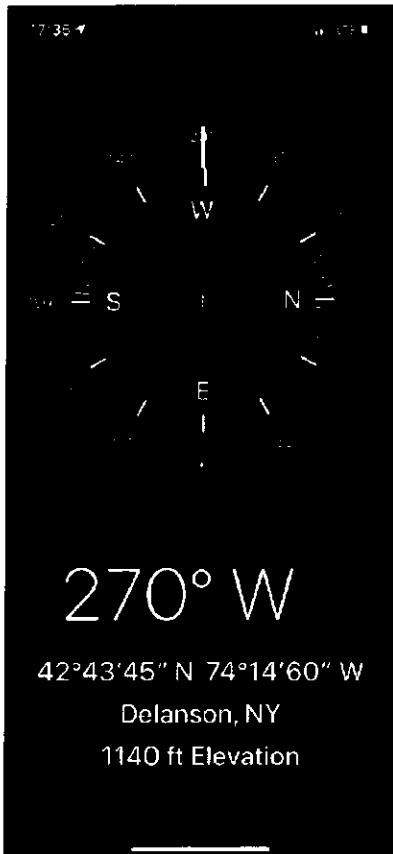
Tree Number 34



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

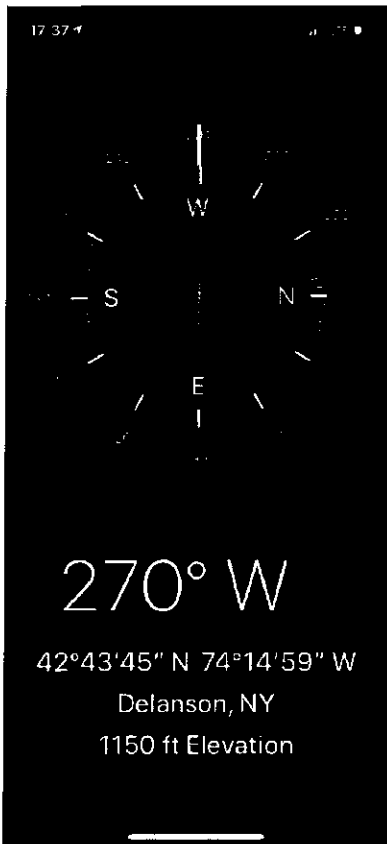
View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
4 feet tall
Walking path along west property line



Norway Spruce tree is on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

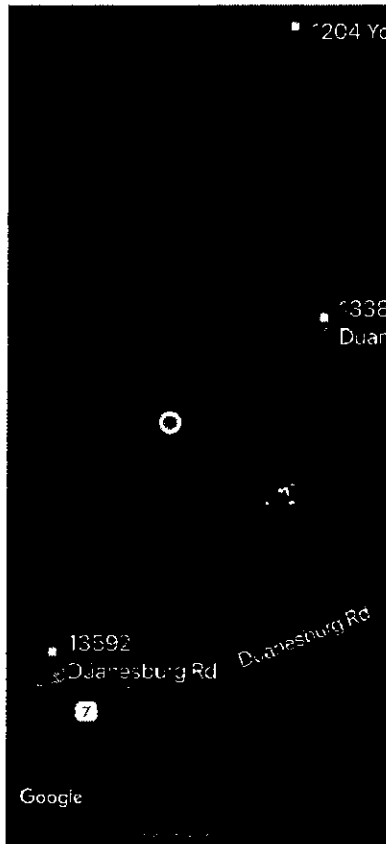
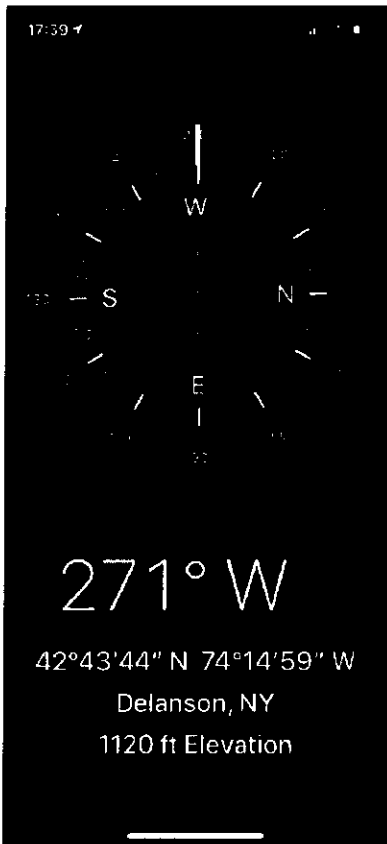
Tree Height and location:
2 feet tall
Walking path along west property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

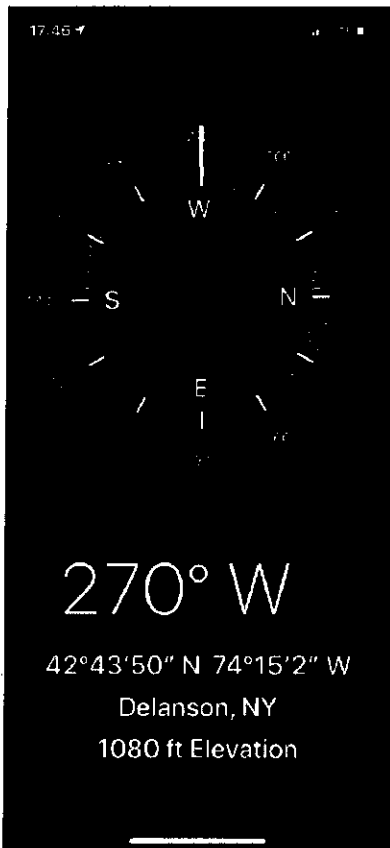
Tree Height and location:
3 feet tall
Walking path along west property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

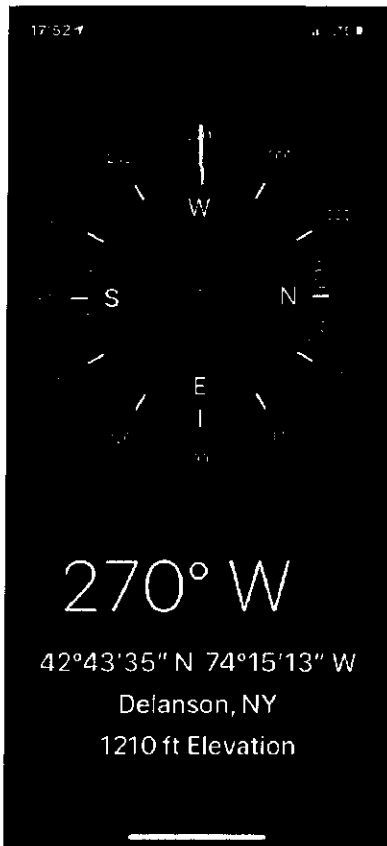
Tree Height and location:
1 feet tall
Walking path along west property line



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duaneburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duaneburg Road
Delanson, NY 12053

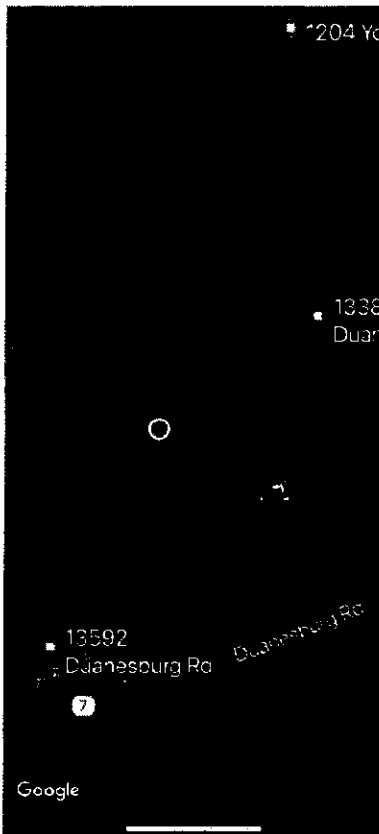
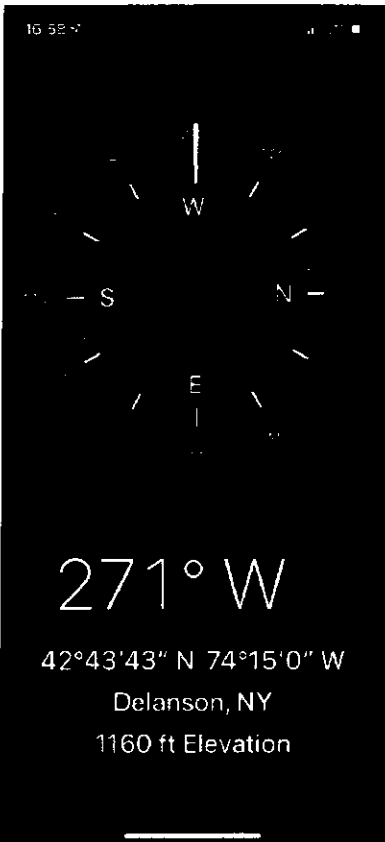
Tree Height and location:
2 feet tall
Five feet from stone wall at property line..



Norway Spruce tree on lands of Susan Biggs Tax ID s 74.00-3-18 and 74.00-3-16.3.
13388 Duanesburg Road
Delanson, NY 12053

View west from Biggs to lands of Richard Murray Tax ID 74.00-2-5.
Proposed site of Eden Renewables Oak Hill 1 and 2 Solar Power Plants
13590 Duanesburg Road
Delanson, NY 12053

Tree Height and location:
5 feet tall
Growing in the stone wall at property line. Northern end of the property.



Norway Spruce tree on
lands of Richard Murray
Tax ID 74.00-2-5.
Proposed site of Eden
Renewables Oak Hill 1
and 2 Solar Power Plants
13590 Duaneburg Road
Delanson, NY 12053

Tree Height and location:
12 feet tall
Viewed from Biggs
walking path at stone wall
at the western property
line.

Brandy Fall

From: lynne bruning <lynnebruning@gmail.com>
Sent: Thursday, April 23, 2020 5:18 PM
To: Roger Tidball
Cc: Jennifer Howe; Ricky Potter; Jeff Senecal; John Ganther; Bill Wenzel
Subject: Gen E Solar - NO

Dear Supervisor Tidball and the Town Board,

Please read my statement into tonights meeting minutes and included it in the official recordings.

I just read tonight's Town Board agenda as posted on the town website April 22 at 3:46 PM.

I urge you to do not enter into a PILOT with GEN E Solar LLC because:

- a solar moratorium was approved January 2020; and
- there has not been a meeting to review the solar law; and
- 27 hours notification to the residents is not sufficient time to review a PILOT; and
- there is an active Article 78 lawsuit against Eden Renewables and the Planning Board over Oak Hill Solar 1 and 2 at 13590 Duanesburg Road; and
- due to COVID-19 Gov. Cuomo has placed renewable energy on pause; and
- the PILOT has omitted Exhibit A tax parcel map and deed description.

Please do not move forward with GEN E Solar LLC for the paltry sum of \$3,250 of tax revenue in 2021 until the matters listed above are resolved.

Thank you for your time and consideration.

Regards,

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