

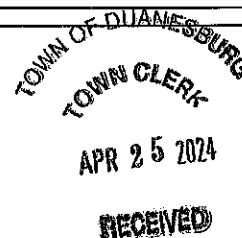
Jeffery Schmitt, Planning Board Chair
Michael Harris, Vice Chairman
Chris Parslow, Town Planner
Coryn VanDeusen, Clerk
Teresa Bakner, Board Attorney



TOWN OF DUANESBURG
SCHENECTADY COUNTY

Elizabeth Novak, Board Member
Joshua Houghton, Board Member
Matthew Hoffman, Board Member
Michael Walpole, Board Member

Town of Duanesburg
Planning Board Minutes
February 15, 2024
Final Copy



MEMBERS PRESENT:

Jeffery Schmitt- Chairperson, Joshua Houghton, Michael Walpole, Michael Harris- Vice Chairman, Elizabeth Novak, Teresa Bakner- Town Attorney, Chris Parslow- Town Planner and Coryn VanDeusen-Clerk.

INTRODUCTION:

Chairperson Jeffery Schmitt opened the meeting and welcomed everyone to the February 15, 2024, Planning Board meeting and stated the agenda for the night's meeting.

OPEN FORUM:

Chairman Schmitt made a motion to open the open forum.

Schmitt yes, Harris yes, Houghton yes, Walpole yes, Novak yes. **Approved.**

Lance Manus was wondering if anyone on the board had any insight on storage sheds 144 sq ft or less. Recently attended several zoning board meetings to discuss this and the ZBA determined the Zoning Ordinance doesn't regulate building 144 sq ft or less. Concerned people could start lining these up along property lines. Chairman Schmidt stated the Planning board has never had to deal with this issue. Mr. Manus asked that the Planning board please think about this issue for input to the Town Board

Chairman Schmitt made a motion to close the open forum.

Schmitt yes, Walpole yes, Houghton yes, Harris yes, Novak yes. **Approved.**

SKETCH PLAN REVIEW:

PUBLIC HEARINGS:

Edward Putnam: Tabled the public hearing until the March 21st 2024 meeting.

Vice Chairman Harris made the motion. Harris yes, Novak yes, Schmitt yes, Houghton yes, Walpole yes.

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

Over➔

#23-29 Thomas, Ralph: SBL#67.05-1-8.1, (H), located at 5140 Western Turnpike is seeking a special use permit to operate a flea/farmers market under section 9.4(17) of the Town of Duanesburg Zoning Ordinance.

Lance Manus represented Ralph Thomas. Most of the area has been developed already with hard pan and gravel. Mr. Manus presented a parking map and a parking calculation study. Would like to operate from May-August one day a week. The calculation shows 122 possible parking spaces on the existing gravel. The calculation doesn't include the parking spots for the adjacent antique store and diner. Board member Novak asked if there would be individual garbage cans as well as a dumpster, Mr. Manus said yes. Chairman Schmitt asked if the porta pots would be emptied at the end of the market each week, Mr. Manus responded yes.

Vice Chairman Harris made a motion to open the public hearing, board member Walpole second. Harris yes, Walpole yes, Schmitt yes, Novak yes, Houghton yes.

Chairman Schmitt Motioned to close the public hearing board member Walpole second. Schmitt yes, Walpole yes, Harris yes, Novak yes, Houghton yes.

Chairman Schmitt suggested that garbage and porta pots be cleaned within 48 hours of closing. Mr. Manus asked if the porta pots could be stored in the back so they didn't need to be removed every weekend, the board suggested if they are stored in a secure area that would be fine. Board member Houghton reasserted the importance of any tents being weighted down and secured. Board member Houghton insisted to put a condition on the food truck being in the spot shown on the site plan, nowhere else.

Vice Chairman Harris motioned to approve the special use permit subject to the conditions and a non SEQR declaration.

Harris yes, Houghton yes, Schmitt yes, Novak yes, Walpole yes. **Approved.**

OLD BUSINESS:

#23-19 Samuelson, Thomas: SBL#67.05-2-13.1 (H) located at 6928 Duanesburg Rd is seeking a special use permit to convert existing residential building back to a two-family dwelling under section #9.4(8) of the town of Duanesburg zoning ordinance.

Tom Samuelson would like to talk to Mr. Parslow about moving the parking 5' back towards the road. Mr. Samuelson is going to construct a retaining wall to move the parking lot back to get 40' to allow for 4 parking spaces. Mr. Manus said the wall on the rte. 20 side would be roughly 4.5 feet tall. Mr. Parslow went there to measure 40' from the building. Mr. Samuelson asked Mr. Parslow if he could get 5' more towards the road Mr. Parslow stated the issue with that would be backing around cars and staying out of the roadway. Chairman Schmitt told Mr. Samuelson to get a drawing of the retaining wall with cross sections.

Board member Novak made a motion to schedule a public hearing for March 21st 2024 for Thomas Samuelson Board member Houghton second.
Novak yes, Houghton yes, Schmitt yes, Harris yes, Walpole yes.

#24-2 Kruger Energy: SBL#65.00-2-15.11, SBL#65.00-2-15.2, and SBL#65.00-2-43 (R-2) located at 909 Alexander Rd is seeking a special use permit and lot line adjustment under Local Law 2 of 2016 of the Town of Duanesburg Subdivision Ordinance and Local Law 1 of 2023 of the Town of Duanesburg Zoning Ordinance.

Dominic Arrico from Arrico Associates presented to the board to propose a lot line adjustment on the front 3 lots on Alexander Rd. so the lots would no longer be participating lots in the solar project proposal. Ms. Bakner asked Ms. VanDuesen to send out notices to neighbors regarding this project as well as send out for TDE estimates.

Board member Houghton made a motion to send out notices within 1000 feet of the property as well as send out proposals for the TDE for the solar project. Board member Novak seconded the motion.

Houghton yes, Novak yes, Schmitt yes, Walpole yes.

#24-3 Parkview at Ticonderoga LLC: SBL#65.00-1-19.1, (C-2) located at 9811-9815 Western Turnpike is seeking a special use permit and major subdivision under section 12.4 (26)(28)(34) of the Town Of Duanesburg Zoning Ordinance and section 3.5 Major Subdivision of the Town of Duanesburg Subdivision Ordinance.

Brien Ragone presented a proposal to subdivide two residential lots on the property. Also asked to start seeking special use permit for the office/flex warehousing space which will be built in phases as needed. Mr. Ragone stated the entrance on the Gage road side would be used for emergency vehicles and possibly passenger cars only, no trucks. They are in the process of obtaining army corp. wetland delineation. Subdivision would include two building lots of approx. 7 acres and an 82 acre commercial lot. Town attorney Ms. Bakner suggested to Mr. Ragone to be sensitive to the screening of the neighbors and residences on Albert Rd. Unknown resident asked questions about the driveway coming to gage road and lighting for the parking lots, Attorney Bakner let them know this is in the early stages and there would be a public hearing in the future.

Board member Novak made a motion to declare Town of Duanesburg planning board lead agency and it is a Type 1 action, board member Walpole seconded.

Novak yes, Walpole yes, Schmitt yes, Harris yes, Houghton yes.

Board member Novak asked Clerk VanDuesen to send out coordinated reviews. Attorney Bakner suggested to send out proposals for a TDE for the project.

NEW BUSINESS

#23-22 Hoffman Jr, Joseph: SBL#43.00-1-2, (R-2), located at 382 Braman Corners Rd is seeking a lot line adjustment under local law #2 of 2016 of the Town of Duanesburg Subdivision Ordinance.

Ingalls engineer explained to the board that they merged two lots and now need a lot line adjustment to make the merged lot bigger.

Vice Chairman Harris motioned to refer the lot line adjustment to the code enforcement officer, Chairman Schmitt seconded.

Harris yes, Schmitt yes, Novak yes, Houghton yes, Walpole yes. **Approved**

#24-1 Miller, Zachary: SBL#35.09-2-10, (L-1), located at 766 S Shore Rd is seeking a special use permit to construct a two-family dwelling under section 7.1.4(1) of the Town of Duanesburg Zoning Ordinance.

Mr. Miller explained that this two-family would be for family will not be a rental, he also let them know he is on the agenda for the ZBA to try to obtain a side yard variance. The board suggested that Mr. Parslow get with the sewer department to take a look to make sure they are ok with the sewer relocation for the house. He is awaiting a permit from DEC for work within 100' of the lake. Extra parking available on other side of road if necessary. National Grid has a right of way through the middle of the parcel.

Chairman Schmitt motioned to schedule a public hearing on March 21st 2024, board member Novak seconded.

Schmitt yes, Novak yes, Harris yes, Houghton yes, Walpole yes.

OTHER:

MINUTE APPROVAL:

Novak made a motion to approve the January 18, 2024, Planning Board minutes with amendments.

Novak yes, Harris yes, Schmitt yes, Houghton yes, Walpole abstained . **Approved.**

ADJOURNMENT:

Vice Chairman Harris made a motion to adjourn.

Harris yes, Houghton, Schmitt yes, Novak yes, Walpole yes. **Approved.**

March 28, 2024

To: All interested and involved agencies (See attached list)

***Re: Application for Special Use Permit and Lot line adjustment for Kruger Energy
SBL# 65.00-15.11, SBL# 65.00-2-15.2, and SBL# 65.00-2-43, located at 909
Alexander Rd. for a Solar Farm***

Dear Sir/Madam:

The Town of Duquesburg Planning Board determined at its regular meeting on March 21st, 2024, to declare its intent to act as SEQRA lead agency for the above referenced Type 1 action. Attached as required by the regulations is the SEQRA EAF Part 1 and the application. Please advise the Town Planning Board within the next thirty days if you would like to act as lead agency rather than the Planning Board. If we do not hear from you within the next 30 days, the Town Planning Board will be lead agency for the review of the project.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jeff Schmitt
Town of Duquesburg Planning Board Chair

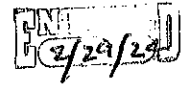
cc: Town of Duquesburg Planning Board Clerk and Planning Board Members
Enc: SEQRA EAF Part 1 and Application



Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768



ORIGINAL



February 29, 2024

Mrs. Coryn VanDeusen
Planning Board Clerk
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Town of Duanesburg
909 Alexander Road Community Solar Project Review
Proposal for Engineering Services

Dear Mrs. VanDeusen:

We are pleased to provide this proposal for engineering services to the Town Planning Board for the 909 Alexander Road Community Solar Project review for Kruger Energy, L.P. As you know we have been the TDE on several prior solar project reviews for the Town, so we are familiar with the Town code requirements. We have also reviewed many solar projects for other neighboring Town Planning Boards with capacities up to 250 MW AC and can provide project specific details and references, if required.

The 909 Alexander Road Community Solar project proposed by Kruger Energy, L.P. involves the construction of a 4.2 MW AC photovoltaic solar array on approximately 36 acres of a 49-acre parcel located at 909 Alexander Road in the Town of Duanesburg. We propose the following scope of engineering services:

A. Base Services

1. Review of the project in accordance with the Town of Duanesburg Zoning and Solar Energy Facilities Law (2023 revision) and other relevant State and Federal laws.
2. Review the proposed SWPPP and post-construction stormwater management facilities in accordance with the NYS Stormwater Design Manual (if required).
3. Review of the Full Environmental Assessment Form, Part 1.
4. Review of the project Decommissioning Plan.
5. Attend up to two (2) Planning Board meetings where the project will be discussed.
6. Provide review and written comment on the initial and one (1) revised submission by the applicant.

B. Fee

We propose that the developer provide an initial escrow amount of **\$6,600.00** for the above work, to be billed monthly on a time and materials basis utilizing our 2024 hourly rates times a 3.0 multiplier, plus expenses. This amount can be provided to the applicant to set up the escrow account to cover the engineering fees. The developer should be made aware that additional funds may be required if the scope of the project is changed or increased from their initial submission.

C. Exceptions and Limitations - none

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including PRIME AE's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, PRIME AE may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide PRIME AE in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and PRIME AE shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair PRIME AE from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse PRIME AE's performance of the affected Services. If PRIME AE's adherence to Client's policies increases PRIME AE's costs of providing the Services, PRIME AE shall notify Client of the foregoing and Client shall pay PRIME AE for the increased costs associated with adherence to such policies.

F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me.

If you have any questions, please feel free to contact me.

Sincerely,

KB Group of NY, Inc. dba PRIME AE Group of NY

Douglas P Cole

Douglas P. Cole, PE
Senior Director of Engineering

cc: Chris Parslow

AGREED TO BY TOWN OF DUANESBURG:

William Wenzel, Supervisor

DATE:

AGREED TO BY KB GROUP OF NY, INC. DBA
PRIME AE GROUP OF NY:

Douglas P Cole

Douglas P. Cole, PE., Senior Director
of Engineering

DATE: 2/29/2024



Albany Office
100 Great Oaks Boulevard, Suite 114, Albany, NY 12203
P: 1.833.723.4768

**KB Group of NY, Inc.
dba PRIME AE Group of NY
Hourly Rate Table 2024**

Position	Rate Range
Principal	\$87.55 - \$90.10
Senior Technical Director	\$84.75 - \$87.22
Senior Project Manager II	\$55.70 - \$57.32
Senior Engineer	\$57.68 - \$59.36
Senior Project Manager I	\$48.72 - \$50.14
Senior Project Engineer	\$39.20 - \$40.34
Project Engineer II	\$36.82 - \$37.90
Project Engineer I	\$33.31 - \$34.28
Project Planner III	\$37.83 - \$38.93
Project Coordinator	\$30.50 - \$31.39
Senior Electrical Engineer	\$88.57 - \$91.16
Resident Project Representative	\$42.70 - \$43.95
Senior Inspector	\$38.15 - \$39.26
Inspector	\$38.24 - \$39.36

- Note: Hourly rates in the above table shall have a 3.0 multiplier applied for billing purposes.

1. General. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. Performance of Services. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. Right of Entry. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. Modification. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these ST&C and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these ST&C shall govern.

5. Compensation. Fees are quoted for present calendar year and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE. The Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices terms are net cash, due and payable upon receipt of invoice. Full payment of all invoices will be due before release of final deliverables. The Client shall notify PRIME AE in writing of any disputed amount within seven (7) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, upon written notice to Client, suspend services under this Agreement. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of services or delivery of any deliverables. In the event PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein, Client agrees to pay reasonable attorney's fees and court costs incurred by PRIME AE to collect outstanding fees.

6. Insurance. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance

certificates to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

7. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. Ownership of Documents. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a written specific use license. Any reuse or distribution of Instruments to third parties, without such express written specific use license will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from use without a written special use license. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. Suspension of Services and Termination. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than thirty (30) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, or acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed as of the date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify, defend and hold PRIME AE harmless from any claim or liability resulting from any suspension or termination.

10. Force Majeure. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, cyber-attacks, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its

personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. Mutual Waiver of Consequential Damages.

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. Design Services During Construction (DSDC). If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as set forth in PRIME AE's proposal, PRIME AE will review (or take other appropriate action with respect to) shop drawings,

samples, and other data which PRIME AE's proposal and scope of services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the proposal, and the Client requests DSDC from PRIME AE, PRIME AE shall be entitled to additional compensation at its standard rates and fees.

13. Certifications. PRIME AE shall not be required to sign any documents, no matter by whom requested, including for Client to obtain financing, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty, or agree to terms that are in conflict with these ST&C.

14. Reliance. PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, defend and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section 14.

15. Opinion of Probable Costs. When required as part of its scope of services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not

guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment in accordance with the Standard of Care. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. Limitation of Liability. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project and an estimated total fee for PRIME AE's scope of services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' parent company, officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's scope of services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, regulatory fines or court judgments shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these ST&C by an authorized representative of PRIME AE.

17. Dispute Resolution. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding

mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. Precedence. These ST&C shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. Severability. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. Survival. These ST&C shall survive the completion of PRIME AE's services on the project and the suspension or termination of services for any cause.

21. Governing Law. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. Assignment. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.



Town Designated Engineer Proposal

2603 Guilderland Avenue
Schenectady, NY 12306

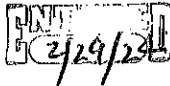
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ORIGINAL

February 28, 2024



Town of Duanesburg
Department of Planning & Zoning
5853 Western Turnpike
Duanesburg, New York 12056

Re: **Proposed Community Solar Farm**
Kruger Energy Community Solar
909 Alexander Road
Duanesburg, NY

Dear Town Official:

In response to your request, Ingalls & Associates, LLP (*Ingalls*) is pleased to provide a proposal for engineering review services to the Planning Board regarding the proposed Site Plan review and special use permit application for a proposed community solar farm at the above noted property.

Project Understanding

Ingalls has completed a review of the conceptual project information provided, and understands the following relative to the Special Use Permit, Site Plans, Subdivision, Environmental Assessment Form and Applications:

- The project consists of a proposed community solar farm located at the project address noted above.
- The project includes greater than 1 acre of commercial disturbance and is subject to the current New York State Department of Environmental Conservation's (NYSDEC) Stormwater Regulations, including Green Infrastructure and Runoff Reduction standards, as well as the SPDES General Permit, GP-0-20-001, including post construction stormwater controls.
- The project proposes direct access onto a State Highway, which will require NYSDOT approval.

Below is a description of the tasks to be completed and estimated fees for the services:

Task 1 - SEQRA Review-Coordination & Special Use Permit

- Verification of completeness of application packages and documents. Specific review will include the Special Use application and supporting documents (reference is made to Zoning Law 12.4 (28) Special Use Permit).
- Review of completeness of the Short Environmental Assessment Form and assistance to the Town to ensure compliance with applicable SEQRA requirements. *Ingalls* will assist with review of a potential SEQRA resolution for evaluation of potential environmental impacts. Specific



environmental concerns are anticipated to be potential impacts from visual, noise, stormwater and public safety.

Task 2 – Special Use Permit-Site Plan Review -Preliminary and Final Site Plan Review will include:

- Review of compliance with the Town Zoning Ordinance (referenced Zoning Law).
- Review of proposed lighting, landscaping and potential visual impacts.
- Review of proposed signage and compliance with Section 13.4 of the Zoning Ordinance.
- Review of the set of Plans either already created or anticipated to be created for the proposed development, including, but not limited to Existing Conditions Plan, Site Plan, Grading and Utility Plan, Erosion and Sediment Control and Details, Landscaping Plan and renderings.

Task 3 - Review/Comment Letters

It is assumed that *Ingalls* will issue one preliminary review letter and one final review letter in response to plan revisions by the applicant's engineer, which will address all items relative to the SEQR-LEAF, Site Plan Set, Stormwater Management Plan, SWPPP and Special Use Permit-Subdivision application.

Task 4 - Meeting Representation

Ingalls anticipates preparing for and attending one (1) Planning Board meeting. Meetings will be invoiced on an hourly basis per the attached Rate Schedule.

GENERAL CONDITIONS AND ASSUMPTIONS

- All services performed in association with this proposal are subject to the attached, "*Standard Conditions for Engagement*".
- Payment for our services shall be in accordance with the fees listed above.
- Any schedule conveyed to the Client is only an estimate and not a guarantee. The final schedule is subject to meeting schedules and any unanticipated circumstances encountered during the review process.
- The scope and fees presented in this proposal assume all work outlined herein is performed by *Ingalls*, unless specified. Should the client request any additional services or elect to have any services outlined herein deleted or provided by others, this proposal shall be revised and the fee renegotiated.



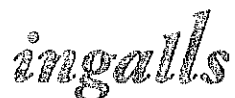
Time and Materials Estimates		
Task	Description	Estimated Fee
1	SEQR Review-Coordination & Special Use Permit	\$1,000
2	Special Use Permit-Site Plan Review	\$3,000
3	Review/Comment Letters	Included above
4	Meeting Representation-Hourly	\$500 (Budget)
Total Estimated Fee		\$4,500

TIME BASIS SERVICES

Any required services, which are not specifically included within this scope of services shall be performed on a time basis or mutually agreed upon lump sum fee as authorized by the client per change order request.

2024 HOURLY RATE SCHEDULE

Personnel Cost 2024 Hourly Rate Schedule	
Principal in Charge	\$250
Senior Project Engineer	\$190
Senior Engineer/Project Manager	\$175
Project Engineer	\$150
Design Engineer	\$140
Environmental Specialist	\$150to \$250
Chief of Survey	\$200
Senior Survey Technician	\$150
Survey Crew-1 Person Robotic/GPS	\$175
Survey Crew- 2 Person	\$350
Survey Crew-1 Person Robotic/GPS Prevailing	\$225
Survey Crew- 2 Person Prevailing	\$425
Construction Inspector	\$150-\$250
Technician	\$150
Technical Aide	\$125
Administrative Assistant	\$100



Agreement

As formal authorization to proceed, please return one executed copy of this page. If you have any comments, questions or need any additional information regarding this matter, please do not hesitate to contact this office at (518) 393-7725. Thank you for the opportunity to submit the above Proposal.

Sincerely,
Ingalls & Associates, LLP

A handwritten signature in black ink, appearing to read "David F. Ingalls", written over a horizontal line.

David F. Ingalls, P.E., CPESC
Principal

CONTENTS NOTED AND APPROVED:

Ingalls Proposal No. IA-TDE-24-031

Signature

Title

Name (Please Print)

Date

Company Name (Please Print)

Telephone

Street

City/State/Zip

Attachment: Standard Conditions for Engagement