

MINUTES-FEBRUARY 14, 2022
REGULAR TOWN OF DIX BOARD MEETING

The Regular Meeting of the Town of Dix Board was called to order by Supervisor Dominick Smith at 7:18 PM.

PRESENT: Supervisor Dominick Smith
Deputy Supervisor F. Joe Hammond
Councilman Jeffrey Meehan
Councilman David Hertel
Councilman Brian Ervay
Bookkeeper Billie Jo Carnes
Town Clerk Helen J. Teed
Code Officer Dennis Tremblay
Superintendent of Highways Scott Yaw

RESOLUTION #24: TO APPROVE A MORATORIUM ON LARGE SOLAR INSTALLATIONS (2 MW AND OVER) IN THE TOWN OF DIX UNTIL JULY 2022.

On Motion by Supervisor Smith, seconded by Councilman Hertel, Resolution was APPROVED: AYES: 5 NAYES: 0

RESOLUTION #25: TO APPROVE THE UNIVERSAL ADDENDUM TO SOLAR FACILITY HCA DECOMMISSIONING PLAN

On Motion by Supervisor Smith, seconded by Deputy Supervisor Hammond, Resolution was APPROVED: AYES: 5 NAYES: 0

REPORTS:

-Supervisor

- February Monthly Report (Non-Financial): Will try to close books by the end of the Month.
- Met with Mengal, Metzger, and Barr-Audit of 2020-still working on it.
- Met with Fagan and Harter-Seacrest about WGI Solar
- Road Agreement sent, waiting to hear back
- Fagan, Harter-Seacrest, NEXTERA, Town Board, and Highway Superintendent Yaw-Waiting on Engineering Costs for Building Road Correctly.
- Hunt Engineers-Village Water Issues being worked on.
 - Meeting about Town Hall Issues -2/17/22.
- New York State Auditors at the Dix Town Hall-since July of 2021.
- Town Hall Issues
 - Working on Security Issues
 - Heat Broke in Court Room/Bathroom-Seneca Heating in to repair.
 - Water line broke in Restroom-repaired but needs permanent fix.
 - Costs?
- Webinar on ARPA Funds-Association of Towns
- HCA and Decommissioning Plans for Solar-Working with Attorney Rob Halpin to streamline the process to make it easier for the Planning Board to Issue Building Permits. Need to Amend Law.
- Talked about the Beaver Dams-Moreland Road Solar Project.
- Village of Watkins Glen Meeting-Over-Billing Town of Dix for Water, Mayor Leszyk Investigating, will advise.
- Code Enforcement wants to use different software (under advisement.)
- Software training for Billie Jo Carnes.

-Deputy Supervisor Hammond-Nothing to Report

-Bookkeeper Billie Jo Carnes-Received Check for the Warrant from Collection of Taxes
-Working with Supervisor Smith, on Streamlining the Bookkeeping, to keep up-to-date on what the Town has in Accounts.

-Superintendent of Highways Yaw-Dump box from the Old Volvo was sold for \$800

RESOLUTION #26: TO APPROVE PUTTING THE \$800 FOR THE OLD VOLVO DUMP BOX INTO THE DA EQUIPMENT RESERVE

On Motion by Supervisor Smith, seconded by Deputy Supervisor Hammond, Resolution was APPROVED: AYES: 5 NAYES: 0

-Truck and Tractor Repairs and Work on Mitigation Plan for Schuyler County

-Code Officer Tremblay-Sent-in Annual Report for 2021

-4 New Permits

-29 Open Permits

-Cherry Lane-Electric Problem

-Fire Inspections and Operating Permits to be Issued

-Stop work Order on 1 Permit Holder-Permit not paid

-Filing Old Permits from Former Code Officer

-Would like to use a different software system-Price-double what we pay now.

-Free Training from Current Software Company

-Planning Board-Meeting Cancelled since no Applications were received by the January 18th Deadline

-Zoning Board of Appeals-Deputy Supervisor Hammond has spoken to a couple people, they will get back to him about being on the Zoning Board.

-Town Court-January 2022-95 Cases for \$3,421.00

-Committee Representatives:

-Environmental Management Council-Councilman Hertel-Quarterly Meetings Now-Focusing on Recycling

-Fire Departments-Councilman Meehan and Supervisor Smith-Nothing to Report

-Landfill-Councilman Meehan-Trying for a Meeting on February 23rd or 24th-Final Proposal to the DEC to close the Landfill.

RESOLUTION #27: TO APPROVE THE JANUARY 2022 TOWN CLERK'S REPORT

On Motion by Councilman Hertel, seconded by Councilman Ervay, Resolution was APPROVED: AYES: 4 NAYES: 0

Question from Town of Dix Board? Emailed 2/15/2022-How Many Employees Does the Humane Society Have?

RESOLUTION #28: TO APPROVE THE JANUARY 10, 2022 REGULAR BOARD MEETING MINUTES

On Motion by Councilman Meehan, seconded by Deputy Supervisor Hammond, Resolution was APPROVED: AYES: 4 NAYES: 0

RESOLUTION #29: TO APPROVE THE AUDIT-JANUARY 2022

On Motion by Deputy Supervisor Hammond, seconded by Councilman Hertel, Resolution was APPROVED: AYES: 4 NAYES: 0

AUDIT-02/14/2022

General Fund-Town Wide	2317-2343	\$ 9,306.09
General Fund-Outside Village	2337-2340	\$ 540.99
Beaver Dams Fire Department	2341	\$14,459.00
Highway Fund-Town Wide	1603-1613	\$ 7,667.09
Special Water Fund	443-444	\$ 3,183.91
Special Sewer Fund	442	\$ 69.95
Trust & Agency	326-330	\$ 5,987.09
Watkins Glen Fire Department	2342	\$81,920.00

RESOLUTION #30: TO APPROVE THE 'IN-LIEU' OF SUPERVISOR'S REPORTS-JANUARY 2022 TRIAL BALANCE PRINTED TO START, THEN 'BUDGETED VS. SPENT'-PER FUND

On Motion by Deputy Supervisor Hammond, seconded by Councilman Hertel, Resolution was APPROVED: AYES: 4 NAYES: 0

CORRESPONDENCE:

- To Bookkeeper-Mortgage Receipts for Schuyler County
- Fire Contract from Village of Montour Falls
- Email from Jessica Rogers-Environmental Management Council-Proper Recycling

NEW BUSINESS:

- Security System-Paid for out of A Fund, Transferable if or when we move to a New Building, Hard-Drive Recorded, \$3800.

RESOLUTION #31: TO APPROVE PURCHASE OF A NEW SECURITY SYSTEM (IF MEETING WITH HUNT ENGINEERS GOES AS EXPECTED, THURSDAY FEBRUARY 17, 2022)

On Motion by Deputy Supervisor Hammond, seconded by Councilman Hertel, Resolution was APPROVED: AYES: 4 NAYES: 0

RESOLUTION #32: TO APPROVE A 'COST OF PROJECT' STUDY FOR THE KOA/WATER/SEWER PROJECT-HUNT ENGINEERS USING THE 2018 STUDY AS BASE, FUNDED BY A GRANT, AT NO COST TO THE TOWN OF DIX

On Motion by Councilman Hertel, seconded by Councilman Ervay, Resolution was APPROVED: AYES: 4 NAYES: 0

RESOLUTION #33: TO APPROVE THE 284 ROAD-USE AGREEMENT-MONEY TO SPEND FOR ROAD REPAIR AND MATERIALS FOR THE 2022 HIGHWAY DEPARTMENT ROAD REPAIR BUDGET AND CHIPS

On Motion by Councilman Meehan, seconded by Councilman Ervay, Resolution was APPROVED: AYES: 3 NAYES: 1 (Hammond)

RE-VISIT HOLIDAY SCHEDULE FOR TOWN HALL EMPLOYEES VS. HIGHWAY EMPLOYEES

Martin Luther King Day is a National Holiday, so Town Hall Employees have that off, because Banks and Post Offices are Closed, while the Highway Employees have a Floating Holiday Instead.

RESOLUTION #34: NEW HIRE-NICK LAGRAMADA-BENEFITS PACKAGE

-\$18.50 PER HOUR

-1 YEAR PROBATION

-EVALUATION AT 3, 6 AND 12 MONTHS

-HEALTH INSURANCE AT THE START OF HIRE

-15% TOWARDS PREMIUM

-VACATION@6 MONTHS-1 WEEK-@12 MONTHS-1 WEEK-TOTAL-2 WEEKS
VACATION

-(@1 YEAR-SICK/PERSONAL DAYS-(3 MONTHS-2 DAYS)

(6 MONTHS-2 DAYS) (12 MONTHS-2 DAYS)-TOTAL=6 DAYS PER YEAR

@1 YEAR-IF TIME ISN'T USED-IT'S PAID-OUT (NO ROLL-OVER)

On Motion by Councilman Hertel, seconded by Deputy Supervisor Hammond, Resolution was

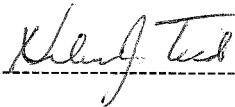
APPROVED:

AYES: 4

NAYES: 0

ADJOURNED by Supervisor Smith @ 8:45 PM.

Respectfully Submitted-----



-----Helen J. Teed
Town Clerk, Town of Dix

MINUTES-FEBRUARY 14, 2022
TOWN OF DIX PUBLIC HEARING
HOST COMMUNITY AGREEMENT
(HCA) DECOMMISSIONING SOLAR INSTALLATIONS

PRESENT: Supervisor Dominick Smith
Deputy Supervisor F. Joe Hammond
Councilman Jeffrey Meehan
Councilman David Hertel
Councilman Brian Ervay
Bookkeeper Billie Jo Carnes
Town Clerk Helen J. Teed
Code Officer Dennis Tremblay
Superintendent of Highways Scott Yaw

Public Hearing on the HCA Decommissioning of Solar Installations was called to order by Supervisor Dominick Smith at 6:47 PM.

Discussion followed.

Public Hearing was closed at 7: 18 PM.

Respectfully Submitted-----Helen J. Teed
Town Clerk, Town of Dix

TOWN OF DIX

UNIVERSAL ADDENDUM TO SOLAR FACILITY DECOMMISSIONING PLAN

This Universal Addendum to Solar Facility Decommissioning Plan (this "Addendum") is attached to and made part of that certain Decommissioning Plan dated _____ (the "Plan") prepared by _____ and pertaining to that certain _____ MW solar facility (the "Facility") located at _____

_____ (the "Site"). The facility is to be developed by _____ ("Developer") on property owned by _____ ("Owner"). This Addendum shall supplement and amend the Plan. It is expressly intended by the Town of Dix (the "Town"), Developer and Owner that the terms of this Addendum shall control over any contrary or inconsistent provisions of the Plan.

1. For purposes of this Addendum, the completion of the following shall constitute "Decommissioning":
 - a. All equipment, concrete, conduits, structures, fencing, foundations and other above-ground and below-ground improvements collectively constituting the Facility shall be removed from the Site.
 - b. All waste of any kind generated by or related to the Facility shall be removed and disposed of in accordance with all applicable federal, state and local laws, regulations and orders.
 - c. All graveled areas, access roads and impervious surfaces shall be removed and the affected property restored to grade, unless Owner shall sign a written authorization for same to remain.
 - d. All trash and debris shall be removed from the Site, and any trash and debris related to the Facility that may have blown or otherwise migrated to properties surrounding the Site shall be cleaned up and removed.
 - e. The Site shall generally be restored to its condition prior to construction of the Facility, subject to changes in condition related to the activities described above and the effects of the elements.
2. At any time after one hundred eighty (180) days following the last date that the Facility regularly produces power for sale the Town may send Owner and/or Developer a notice requiring commencement of the Decommissioning (the "Decommissioning Notice"). Decommissioning of the Facility shall be completed no later than three hundred sixty (360) days following the delivery of this notice (the "Required Completion Date").
3. To ensure that Decommissioning of the Facility is completed in accordance with the Plan, as supplemented and amended by this Addendum, Developer has deposited with the Town the sum of \$ _____ (the "Security Deposit"). The Security Deposit shall be held by the Town in an account at one of the Town's approved depository institutions. All interest on the Security Deposit shall be reported to Developer and paid out annually to the

Developer. Once the Town's Code Enforcement Officer has certified to the Town Board that Decommissioning of the Facility has been completed, the Security Deposit shall be paid by the Town to the Developer. In the event that Decommissioning of the Facility is not completed by the Required Completion Date, the Town may, but shall not be obligated to, undertake any incomplete portion of the Decommissioning and use any or all of the Security Deposit to pay any costs related thereto. Any portion of the Security Deposit remaining after the Decommissioning of the Facility is complete shall be paid to Developer.

Developer and Owner have signed this Addendum below to evidence their agreement to its terms.

Date: _____

Owner:

Developer:

Decommissioning Solar

February 14, 2022

Section 1. Findings

The Town Board of the Town of Dix makes the following findings:

(a) There are multiple commercial-scale solar energy development projects being considered for siting within the Town of Dix, and the Town Board anticipates that more such projects will be sited in the Town.

(b) The Town has adopted a Solar Law (Local Law No. 1 of 2019, as amended by Local Law No. 1 of 2020) (the "Solar Law") as a supplement to the Town's zoning ordinance to guide and control development of solar projects within the Town.

(c) The Town Board, in consultation with the Town's planning board, has determined that modifications to the Solar Law are necessary and desirable to enhance the efficiency and regularity of the approval process and further the intent of the Solar Law.

(d) The Town is authorized to adopt this local law pursuant to Municipal Home Rule Law section 10(1)(i)(a)(9-a), (11) and (12).

Section 2. Section 3 of the Solar Law is amended to add the following defined terms:

OWNER: The record owner(s) of the property(ies) upon which a Solar Energy System is or is to be constructed.

OPERATOR: The party designated in the special use permit application for a Tier 3 Solar Energy System as the party responsible for the operation and maintenance of the Solar Energy System.

Section 3. Section 5 of the Solar Law is amended by deleting subsection (B).

Section 4. Section 8(H) of the Solar Law is amended and restated to read in its entirety as follows:

H. Decommissioning Plan.

1) All applications for a special use permit shall include a decommissioning plan prepared by a professional engineer. The decommissioning plan shall (a) address the cost of decommissioning and removal of the Solar Energy System, with appropriate supporting data as required by the planning board documenting how the cost of decommissioning and removal was arrived at, (b) set forth the process for proper handling, off-site disposal and recycling of the Solar Energy System and any ancillary structures, and (c) set forth the stated life of the Solar Energy System.

2) Every decommissioning plan shall have appended to it a Universal Addendum to Decommissioning Plan (the "Universal Addendum") in the form attached hereto as Attachment 1. The Universal Addendum shall control over any inconsistent or contrary provisions of the base decommissioning plan. The form of Universal Addendum may be amended by the Town Board from time to time by resolution.

3) Every decommissioning plan shall provide for security for the performance of the actions required by the decommissioning plan in the form of a cash deposit, letter of credit, bond or other security acceptable to the planning board (such cash deposit, letter of credit, bond or other security is hereafter referred to as the "Security"). The amount of the Security shall be not less than 125% of the cost of removal of the Solar Energy System and restoration of the property with a two percent (2%) escalator annually for the life of the Solar Energy System. The amount of the Security and the type of Security shall be determined by the planning board and shall be set forth in the decommissioning plan. In the event the decommissioning of the Solar Energy System is not completed in accordance with the decommissioning plan, the Town may undertake completion of the decommissioning and use the Security to pay for and/or reimburse the Town for any costs related thereto. The foregoing notwithstanding, the Owner and the Operator shall be responsible for completion of the decommissioning of the Solar Energy System, and shall be jointly and severally liable to the Town for all costs and liabilities incurred by the Town in connection therewith. In the event the Security expires, is revoked or otherwise ceases to be immediately available to the Town, the special use permit for the Solar Energy System shall be deemed to be terminated and the Solar Energy System shall cease operation.

4) A special use permit for a Tier 3 Solar Energy System shall not be issued until a decommissioning plan satisfying the requirements set forth herein, and any other requirements of the planning board, with the Universal Addendum, has been executed by both the Owner and the Operator.

Section 4. Section 10(C) of the Solar Law is amended and restated to read in its entirety as follows:

C. The special use permit for a Tier 3 Solar Energy System shall be valid for a time period not to exceed the stated life of the Solar Energy System as set forth in its decommissioning plan. Subject to earlier termination of the special use permit as provided by this law, other applicable law regulation and/or the terms of any agreement of Owner or Operator, the special use permit shall expire on the last day of said stated life and shall thereupon be of no further force and effect. The Solar Energy System shall cease operation no later than the date of expiration of the special use permit.

Section 5. Appendix 4 of the Solar Law is deleted.

Section 6. The invalidity or unenforceability of any provision, clause or phrase of this local law, as declared by the valid judgment of any court of competent jurisdiction, shall not affect the validity or enforceability of any other provision, clause or phrase, which shall remain in full force and effect.

Section 7. This local law shall be effective as of its filing with the New York State Secretary of State.

ATTACHMENT 1

TOWN OF DIX

UNIVERSAL ADDENDUM TO SOLAR FACILITY DECOMMISSIONING PLAN

This Universal Addendum to Solar Facility Decommissioning Plan (this "Addendum") is attached to and made part of that certain Decommissioning Plan dated _____ (the "Plan") prepared by _____ and pertaining to that certain _____ MW solar facility (the "Facility") located at _____ (the "Site"). The facility is to be developed by _____ ("Operator") on property owned by _____ ("Owner"). This Addendum shall supplement and amend the Plan. It is expressly intended by the Town of Dix (the "Town"), Operator and Owner that the terms of this Addendum shall control over any contrary or inconsistent provisions of the Plan.

1. For purposes of this Addendum, the completion of the following shall constitute "Decommissioning":

- a. All equipment, concrete, conduits, structures, fencing, foundations and other above-ground and below-ground improvements collectively constituting the Facility shall be removed from the Site.
- b. All waste of any kind generated by or related to the Facility shall be removed and disposed of in accordance with all applicable federal, state and local laws, regulations and orders.
- c. All graveled areas, access roads and impervious surfaces shall be removed and the affected property restored to grade, unless Owner shall sign a written authorization for same to remain.
- d. All trash and debris shall be removed from the Site, and any trash and debris related to the Facility that may have blown or otherwise migrated to properties surrounding the Site shall be cleaned up and removed.
- e. The Site shall generally be restored to its condition prior to construction of the Facility, subject to changes in condition related to the activities described above and the effects of the elements.

2. At any time after one hundred eighty (180) days following the last date that the Facility regularly produces power for sale or the date that the special use permit for the Facility expires or is terminated the Town may send Owner and/or Operator a notice requiring commencement of the Decommissioning (the "Decommissioning Notice"). Decommissioning of the Facility shall be completed no later than three hundred sixty (360) days following the delivery of this notice (the "Required Completion Date").

3. To ensure that Decommissioning of the Facility is completed in accordance with the Plan, as supplemented and amended by this Addendum, Operator has deposited with the Town the

sum of \$ _____ (the "Security Deposit"). The Security Deposit shall be held by the Town in an account at one of the Town's approved depository institutions. All interest on the Security Deposit shall be reported to Operator and paid out annually to the Operator. Once the Town's Code Enforcement Officer has certified to the Town Board that Decommissioning of the Facility has been completed, the Security Deposit shall be paid by the Town to the Operator. In the event that Decommissioning of the Facility is not completed by the Required Completion Date, the Town may, but shall not be obligated to, undertake any incomplete portion of the Decommissioning and use any or all of the Security Deposit to pay any costs related thereto. Any portion of the Security Deposit remaining after the Decommissioning of the Facility is complete shall be paid to Operator.

4. In the event of a sale or transfer of the Facility and/or responsibility for operations of the Facility by Operator, the Plan (as amended and supplemented by this Addendum) may be assigned by Operator to the party taking over ownership and/or operations of the Facility (the "Assignee"), conditioned upon (i) not less than thirty (30) days prior written notice to the Town, and (ii) the Assignee executing a written agreement in form and content reasonably required by the Town assuming all of Operator's obligations under the Plan (as amended and supplemented by this Addendum) (an "Assumption Agreement"). Upon the Town's receipt of the Assumption Agreement Operator shall be released from its obligations under the Plan. No sale or transfer of the Facility and/or responsibility for operations of the Facility shall affect the Town's rights to the Security Deposit as provided herein.

Operator and Owner have signed this Addendum below to evidence their agreement to its terms.

Date: _____

Owner:

Operator:
