

Town of Barre
Board Meeting
August 14, 2019

Present: Supervisor Sean P. Pogue
Councilman Richard Bennett
Councilman Lynn Hill
Councilman Larry Gaylard
Councilman Tom McCabe

Others present: Maureen Beach, Town Clerk; Dale Brooks, Highway Superintendent; Lance Mark, Town Attorney, Lee Preston, Bookkeeper, A. Nacca, Robin Nacca, John Metzler, Jerry Solazzo, Susan Webster, Iva McKenna, Bill Shetler, Dana Markle, Reed Markle, Joy Markle, Cindy Burnside, Scott Burnside, Susan Gaylard, Kirk Mathes, Kurt Dudley, Kelly Dudley, Richard Cox, Janice Grabowski, Julie Myers, Kevin Brockway, Sarah Elmore, Henry Walden, Thomas Decker, Judy Cox, Tom Rivers, George McKenna, DVM, Kerri Richardson, Nancy Blank, Jean Peglow, Gary Palmer, Larry Eastlack, Jeff Robinson, Brandon Veltz, Savanna Steffer, Susie Rushbrand, Christopher Manners, John Youngs, Dan Kozlowski, Wayne Robinson, Jr., Hannah Cavanagh, Raymond Austin, Tom Gaither, Wade VanValkenburgh.

Meeting was called to order at 7:05pm by Supervisor Pogue with the salute to the flag.

Minutes

The minutes for a July 10, 2019 Town Board meeting and a Special Board Meeting were submitted and approved.

SUPERVISOR'S FINACIAL REPORT

REVENUES: Major receipts were:

Town Clerk Fees (June)	1,479.50
Justice Fees (June)	2,349.00
County Snow & Ice	112,975.35
County Mowing	3,912.59
Sales Tax	46,472.37
Metered Sales	7,474.50
Maintenance Fees	2,599.20
Water Penalty Fees	1.20
Other Revenues	<u>2,170.60</u>

Total receipts for the month were: \$179,434.31

EXPENSES:

General Fund Townwide: Year to date expenses are \$340,779.31
Highway Townwide: Year to date expenses are \$530,275.53

SUPERVISOR'S REPORT

Supervisor Pogue reported that there will be an open house at Mercy Flight on Saturday, August 24, from 11-3pm. Also, the quilt that was made and donated to the Town of Barre by Myra Turner in honor of the Town's Bicentennial has been hung in the hallway. The roof on the town hall has been completed, and the LED lights in the street lights have been changed over. Supervisor Pogue has received notice from RG&E and NYSEG that there are proposed rate increases, most likely National Grid will follow.

TOWN CLERK'S REPORT

The monthly report was submitted to Supervisor Pogue.

ZONING OFFICER'S REPORT

No Report

HIGHWAY SUPERINTENDENT REPORT

Water samples and readings completed, valve repair on East Barre Road. Mowed roadsides, Park - Water on, rototilled ball fields, rolled softball field again. Equipment repairs completed as required, Town Hall roof completed by contractor. Shared services with Towns of Elba, Albion, Clarendon, Carlton, Murray, Oakfield, and Gaines, Orleans County and Village of Albion. Sign repairs completed as needed. Gray Road - 3 cross over drainage pipes replaced. Mowed Town Hall, Fire hall, Park and Cemeteries. True and Level course applied to Spoil Bank in prep for paving. Stake out request completed.

ASSESSOR'S REPORT

No Report

BILLS

General Funds	\$62,510.55
Highway - Town Wide	\$41,116.69
Water Fund	\$ 2,021.34
Capital Projects	\$ 73.60
Total Outflow	105,722.18

PAY BILLS

RESOLUTION #33

Pay Bills

Councilman Rich Bennett made a motion to approve and pay the bills, seconded by Larry Gaylard. Vote 5-0, passed.

BOOKKEEPER'S REPORT

Account	Ending Balance
General Fund	\$447,472.82
Highway Fund	766,024.57
Highway Equip.	195,908.43
Water Dist. #1 Oper,	206,590.49
Water Dist. #2 Oper,	8,268.39
Water Dist. #3 Oper,	12,421.70
Water Dist. #4 Oper,	43,591.48
Water Dist. #5 Oper	47,473.19
Water Dist. #6 Oper.	25,253.79
Water Dist. #7 Oper.	15,408.98
Water Dist. #8 Oper.	14,727.61

OLD BUSINESS

RESOLUTION #34

Heritage Wind Reimbursement Agreement

Councilman Lynn Hill made a motion to accept the following Professional Reimbursement Agreement submitted by Heritage Wind, (Apex), motion seconded by Councilman Tom McCabe. Roll Call Vote: Councilman Gaylard - Abstains, Councilman Hill - Yes, Councilman Bennett - No, Councilman McCabe - Abstains, Supervisor Pogue - Yes. Supervisor Pogue announced that the vote passed.

Professional Fee Reimbursement Agreement

This AGREEMENT is made this 14 day of August, 2019 by and between the [Town of Barre], a [municipal corporation] with its principal office located at [] (hereinafter, the "Town"), and Apex Clean Energy Management, LLC., a Delaware limited liability company, hereinafter referred to as the "Developer." Each of the Town and the Developer may be referred to herein as a "Party" and together the "Parties". **RECITALS**

WHEREAS, the Developer has conveyed to the Town its intention to pursue permitting approval for and construct (through its affiliate, Heritage Wind, LLC) the planned Heritage Wind project within the Town (the "Project").

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WHEREAS, Applicant has submitted request seeking to have the Town consider amendments to its zoning provisions applicable to wind energy generation (the "Proposal").

WHEREAS, the Town has retained [special legal counsel and/or a technical consultant] (the "Town Consultant(s)") to assist it in the review of aspects of the Proposal and these firms will be billing the Town on a time and material basis for such services.

WHEREAS, the Town has requested that the Developer reimburse the Town for the cost associated with the aforementioned hiring of the Town Consultant(s), as such costs will be solely and directly attributable to the Town's review of the Proposal and are not provided for in the Town's budget.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer hereby agree as follows:

1.0 REIMBURSABLE COSTS

The Developer shall reimburse the Town for Reimbursable Costs up to Fifty Thousand Dollars (\$50,000) in aggregate (the "Fee Cap"); the Reimbursable Costs shall not exceed the Fee Cap without prior written approval by the Developer, which shall not be unreasonably withheld. "Reimbursable Costs" shall mean of all reasonable and documented outside legal and/or professional fees and other costs of Town Consultant(s) that are reasonably incurred by the Town in reviewing the Proposal. The Developer agrees to pay all such Reimbursable Costs, whether or not the Proposal is ultimately approved by the Town.

In the event that the Town's Reimbursable Costs exceed the Fee Cap, the Developer will consider, for good cause shown, an amendment to this agreement increasing the Fee Cap.

2.0 MUTUAL ACCEPTANCE OF COSTS

It is understood that the Town has selected, or may select, Town Consultant(s) to provide legal and/or professional services in connection with the Town's review of the Proposal as described herein. It is understood and agreed by the Parties that the Town's engagement of Town Consultant(s) for these purposes and consistent with the Fee Cap is reasonable and necessary for the purposes contemplated herein.

3.0 TIMING OF REIMBURSEMENT PAYMENTS

The Developer shall promptly reimburse the Town for all Reimbursable Costs as follows:

The Town shall submit monthly invoices to the Developer for Reimbursable Costs incurred by the Town during the preceding month. The Town's invoices to the Developer shall be based on invoices that have been received by the Town from Town Consultant(s) even though not yet paid by the Town. The Developer shall pay each invoice issued to the Developer by the Town in full, up to the Fee Cap, within thirty (30) days following the Developer's receipt of the invoice. If Developer disagrees with any portion of an invoice, it shall pay the invoice, notify the Town in

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writing of the amount in dispute and the reason for its disagreement within the thirty (30) day period after receipt of the invoice, and pursue dispute resolution regarding those amounts, as outlined below. Developer may at any time (including up to six months after the termination or expiration of this Agreement) audit or request reasonable additional supporting documentation for any invoice and the Town agrees to make its employees, consultants and agents available to answer Developer's questions about invoices.

In the event of a dispute, the Developer will meet with the Town to attempt to resolve the dispute. If the dispute cannot be resolved amicably, the parties will seek mediation of the dispute. If the dispute remains unresolved, the parties will pursue arbitration.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Orleans County, New York, will be the venue for any matters arising from this Agreement, except as otherwise required by law.

4.2 Developer Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing*. Developer is a validly existing Delaware limited liability company.

(b) *Approval and Authorization*. Developer has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Developer is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of Developer, enforceable in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally and subject to general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

4.2 Town Representations and Warranties. The Town makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing*. The Town validly exists as a political subdivision in good standing under the laws of the State of New York.

(b) *Approval and Authorization*. The Town has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Town has duly authorized the execution and delivery of this Agreement and the Town's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Town, enforceable in accordance with its terms.

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(c) *Lack of Relation to Town's Determinations.* The Developer's payments under this Agreement, which are being made at the Town's request, shall not influence or have any bearing whatsoever upon the Town's determination with respect to the Proposal, any application, or otherwise related to the Project.

5.0 ENTIRE AGREEMENT

The entire Agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements nor incorporated herein.

6.0 MODIFICATION

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both Parties to this Agreement.

7.0 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions in such state.

8.0 NOTICES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the Parties at their respective addresses shown below or at such other address as any Party may specify by written notice to the other party, or (iii) when delivered by electronic mail to the Parties at the e-mail addresses listed below:

a. If to the Developer: Apex Clean Energy Management, LLC, 310 4th Street, N.E. Charlottesville, VA 22902 Attn: Neil Habig, Project Develop. neil.habig@apexcleanenergy.com with a copy to: Apex Clean Energy Management, LLC, 310 4th Street, N.E., Charlottesville, VA 22902, Attn: General Counsel legal@apexcleanenergy.com

b. If to the Town: Town Supervisor, 14317 West Barre Road, Albion, NY 14411

Either Party may change the name(s) and or address(es) to which notice is to be addressed by giving the other Party notice in the manner herein set forth.

9. MISCELLANEOUS

9.1 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

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9.2 Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

9.3 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

RESOLUTION #35 Adoption of New Solar Law
Councilman Bennett made a motion to adopt the following new Solar Law, Local Law #1 of 2019, seconded by Councilman McCabe. Vote 5-0, passed. **TOWN OF BARRE LOCAL LAW 1 OF THE YEAR 2019**

BE IT ENACTED by the Town Board of the Town of Barre as follows:

Section I: Title. This Local Law shall be entitled as: "A Local Law Amending the Town Code to Establish a New Article XII Entitled 'Solar Energy Systems and Facilities', and to Amend the Schedule of Use Regulations to Provide for those Facilities".

Section II: Amendments to Town Code Establishing Article XII

The Town of Barre Town Code is hereby amended to establish a new Article XII entitled: "Solar Energy Systems and Facilities" as follows:

350-112 Purpose and Intent

Solar energy is a renewable and non-polluting energy resource that can prevent fossil fuel emissions and reduce a municipality's energy load. Energy generated from solar energy systems can be used to offset energy demand on the grid where excess solar power is generated. The use of solar energy equipment for the purpose of providing electricity and energy for heating and/or cooling is a priority and is a necessary component of the Town of Barre's current and long-term sustainability agenda. Because it is in the public interest to provide for and encourage renewable energy systems and a sustainable quality of life, the purpose of this law is to facilitate the development and operation of renewable energy systems based on sunlight while minimizing adverse impacts on neighboring properties to protect the public health, safety and welfare

350-113 Definitions

As used in this law, the following terms shall have the meanings indicated, unless the context or subject matters require others.

Alternative Energy Systems – Structures, equipment, devices or construction techniques used for the production of heat, light, cooling, electricity or other forms of energy on site and which may be attached to or be separate from the principal structure.

Building-Integrated Photovoltaic (BIPV) Systems – A solar energy system that consists of integrating photovoltaic modules into the building structure, such as the roof or the façade and which does not alter the line of the roof.

Collective Solar – Solar installations owned collectively through subdivision homeowner associations, condominium associations, “adopt-a-solar panel” programs, or other similar collective arrangements.

Farm – For the purposes of this section an agriculture farm is one that has an average of \$10,000 in gross sales and has at least 7 acres of land used to produce livestock, or crops for the preceding two years.

Flush-Mounted Solar Panel – A photovoltaic panel or tile that is installed flush to the surface of a roof and which cannot be angled or raised.

Freestanding or Ground-Mounted Solar Energy System – A solar energy system that is directly installed in the ground and is not attached or affixed to an existing structure.

Pole-mounted solar energy systems shall be considered freestanding or ground-mounted solar energy systems for purposes of this chapter.

Glare – As defined by NYSERDA in the model solar energy local law: The effect of reflection of light with intensity sufficient as determined in a commercially reasonable manor to cause annoyance, discomfort, or loss of visual performance and visibility in any material respects.

Net Metering – A billing arrangement that allows solar customers to get credit for excess electricity that they generate and deliver back to the public utility grid so that they only pay for their net electricity usage at the end of the month or year.

NYSPE – New York State Professional Engineer

Permit Granting Authority – The Town's Code Enforcement Officer who is charged with granting permits for the operation of solar systems.

Photovoltaic (PVI) System – A solar energy system that produces electricity by the use of semiconductor devices, called photovoltaic cells that generate electricity whenever light strikes them.

Qualified Solar Installer – A person who has skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved. Persons who are on the list of eligible photovoltaic installers maintained by the New York State Energy Research and Development Authority (NYSERDA), or who are certified as a solar installer by the North American Board of Certified Energy Practitioners (NABCEP), shall be deemed to be qualified solar installers for the purposes of this definition.

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Persons who are not on NYSERDA's list of eligible installers or NABCEP's list of certified

installers may be deemed to be qualified solar installers if the Town's permit granting authority

or such other Town Officer or employee as the Town Board designates determines such persons have had adequate training to determine the degree and extent of the hazard and the protective equipment and job planning necessary to perform the installation safely. Such training shall include the proper use of special precautionary techniques and personal protective equipment, as well as the skills and techniques necessary to distinguish exposed parts from other parts of electrical equipment and to determine the nominal voltage of exposed live parts.

Rooftop or Building Mounted Solar System – A solar power system in which solar panels are mounted on top of the structure of a roof either as a flush-mounted system or as modules fixed to frames which can be tilted toward the south at an optimal angle.

Setback – The required minimum distance from the property line to the nearest part of the structure measured at the right angles to the property line within which a freestanding or groundmounted

solar energy system is installed.

Small-Scale Solar – Refers to solar photovoltaic systems or solar thermal that produce up to 25 Kilowatts (kW) of energy or solar thermal systems which serve the building to which it is attached or one associated on that tax parcel in accordance with section 350-116 and section 350-117 of this law.

Solar Access – Space open to the sun and clear of overhangs or shade, including the orientation of streets and lots to the sun so as to permit the use of active and/or passive solar energy systems on individual properties.

Solar Collector – A solar photovoltaic cell, panel or array, or solar hot air or water collector device which relies upon solar radiation as an energy source for the generation of electricity or transfer of stored heat.

Solar Easement – An easement recorded pursuant to New York Real Property Law §335-b, the purpose of which is to secure the right to receive sunlight across real property of another for continued access to sunlight necessary to operate a solar collector.

Solar Energy Equipment System – Solar collectors, controls, energy storage devices, heat pumps, heat exchangers, and other materials, hardware or equipment necessary to the process by which solar radiation is collected, converted into another form or energy, stored protected from unnecessary dissipation and distributed. Solar systems include solar thermal and photovoltaic. A solar energy system does not include any solar energy system of 32 square foot in size or less.

(USSES) Utility Scale Solar Energy System (USSES)– Energy generation facility or area of land principally used to convert solar energy to electricity, whether by photovoltaics, concentrating solar thermal devices or various experimental solar technologies with the primary purpose of wholesale or retail sales of electricity.

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Solar Panel – A device for the direct conversion of solar energy into electricity.

Solar Storage Battery – A device that stores energy from the sun and makes it available in an electrical form.

Solar Thermal Systems – Solar energy systems that directly heat water or other liquid using sunlight. The heated liquid is used for such purposes as space heating and cooling, domestic hot water and heating pool water.

350-114 Applicability

A. The requirements of this law shall apply to all solar energy systems and equipment installations modified or installed after the effective date of this Local Law.

B. Solar energy system installations for which a valid building permit has been issued or, if no building permit is presently required, for which installation has commenced before the effective date of this local law, shall not be required to meet the requirements of this local law.

C. All solar energy systems shall be designed, erected and installed in accordance with all applicable codes, regulations and industry standards as referenced in the New York State Building Code and the Barre Town Code.

D. Solar collectors, unless part of a (USSES) or solar power plant, shall be permitted only to provide power for use by owners, lessee, tenants, residents, or other occupants of the premises on which they are erected, but nothing contained in this provision shall be construed to prohibit collective solar installations or the sale of excess power through a netbilling or net-metering arrangement in accordance with New York Public Service Law §66-j or similar state or federal statute.

E. Notwithstanding any other provision of this Local Law, any solar energy systems installed on a farm and designed to serve only that farm, shall only require a building permit for systems under 50 kW. Agricultural farm-installed solar energy systems of 50 kW or more shall require a building permit and site plan review.

F. This section shall not apply to any premises or property owned or controlled by the Town of Barre which shall be exempt from these solar zoning requirements.

350-115 Permitting and Approvals Required

A. Rooftop or building mounted solar systems shall be permitted in all zoning districts pursuant to a solar system building permit granted by the Town's Code Enforcement Officer and subject to the requirements of this article.

B. Freestanding or ground mounted solar energy systems for residential use in all districts are subject to the issuance of a solar system building permit and for systems in excess of 25 kW, a site plan approval by the Planning Board is required.

C. (USSES)s shall be permitted only in the AR District subject to a solar system building permit and a special use permit and a site plan approval by the Planning Board.

D. Building-Integrated photovoltaic (BIPV) systems are permitted in all zoning districts provided they are shown on the plans submitted for the building permit application for the building containing the system approved by the Town's Code Enforcement Officer.

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E. Solar thermal systems are permitted in all zoning districts, subject to the conditions set forth hereinafter.

350-116 Requirements for Rooftop, Building Mounted and Wall Mounted Solar Collectors

A. Rooftop and building-mounted solar collectors may exceed the maximum height prescribed for principal or accessory uses for the applicable zoning district, but only extend by 3 feet higher than the finished roof to which it is mounted. The solar array must be set back a minimum of 18 inches from all edges of the rooftop and the top ridge line, to allow for firefighter access to the rooftop area.

B. Fire safety and emergency access – All such installations shall comply with the New York State Uniform Fire Prevention and Building Code (the "State Code") to insure firefighter and other emergency responder safety and access.

350-117 Requirements for Small Scale Freestanding and Ground-Mounted Solar Collectors

A. Freestanding and ground-mounted solar collections shall be subject to the following conditions:

1. In all Districts, a lot must have a minimum size of 40,000 square feet for a freestanding or ground-mounted solar collector to be permitted.
2. The location of a ground-mounted or freestanding solar collector shall comply with the setback requirements for accessory buildings, as set forth in the Barre Town Code.
3. No ground-mounted or freestanding solar collectors shall be permitted in the front yard.
4. The height of the solar collector and any mount shall not exceed 20 feet when oriented at a maximum tilt.
5. Ground-mounted and freestanding solar collectors shall be screened as much as possible and practicable from adjoining lots and street rights-of-way through the use of architectural features, earth berms, landscaping, fencing or other screening which will harmonize with the character of the property and surrounding area. The proposed screening shall not, however, interfere with the normal operation of the solar collectors.
6. Solar energy equipment shall be located in a manner to reasonably minimize blockage of sunlight for surrounding properties and shading of property to the north while still providing adequate solar access for collectors.
7. Solar energy equipment shall not be sited within any required buffer areas.
8. The total surface area of all ground-mounted and freestanding solar collectors on a lot shall not exceed the area of the ground covered by the building structure of the largest building on the lot measured from the exterior walls, excluding patios, decks, and balconies, screened and open porches and attached garages. Installations on nonresidential properties exceeding the size may be approved by the Planning Board subject to site plan review pursuant to Article X of the Barre Town Code.
9. The area beneath ground-mounted and freestanding solar collectors shall be included

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in calculating whether the lot meets maximum permitted lot building coverage and lot surface coverage requirements for the applicable district, notwithstanding that the collectors are not "buildings".

10. The installation of ground-mounted and freestanding solar collectors shall be considered a development or development activity.

11. Solar thermal systems shall comply with the following conditions:

- a. Building permits are required for the installation of solar thermal systems.
- b. Ground-mounted and freestanding solar thermal systems shall be subject to the same requirements set forth in subsection 350-117(A) above for groundmounted and freestanding solar collectors.

12. All solar energy systems and equipment shall be permitted only if they are determined by the Town Code Enforcement Officer not to present any unreasonable safety risks including, but not limited to, the following:

- a. Weight load.
- b. Wind resistance.
- c. Ingress or egress in the event of fire or another emergency.

13. Prevention of glare.

- a. All solar collectors and related equipment shall be surfaced, designed and sited so as not to reflect glare onto adjacent properties.

350-118 Safety

- A. All solar collector installations must be performed by a qualified solar installer.
- B. Prior to operation, electrical connections must be inspected by the Town's Code Enforcement Officer and by an appropriate electrical inspection person or agency, as determined by the Town.
- C. Any connection to the public utility grid must be inspected by the appropriate public utility.
- D. Solar energy systems shall be maintained in good working order.
- E. Rooftop and building-mounted solar collectors shall meet New York's Uniform Fire Prevention and Building Code standards.
- F. If solar storage batteries are included as part of the solar collector system, they must be placed in a secure container or enclosure meeting the requirements of the New York State Uniform Fire Prevention and Building Code (the "State Code") when in use and when no longer used shall be disposed of in accordance with the laws and regulations of the Town and other applicable laws and regulations.
- G. If a small scale solar collector ceases to perform its originally intended function for more than 12 consecutive months, the property owner shall remove the collector mount and associated equipment by no later than 90 days after the end of the twelve-month period.
- H. Marking of equipment:
 - a. Solar emergency systems and equipment shall be marked in order to provide emergency responders with appropriate warning and guidance with respect to isolating the solar electric system. Materials used for marking shall be weather

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resistant. For residential applications, the marking may be placed within the main service disconnect. If the main service disconnect is operable with the service panel closed, then the marking should be placed on the outside cover.

b. For commercial application, the marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the lever is operated.

c. In the event any of the standards in this Subsection "H" for markings are more stringent than applicable provisions of the New York State Uniform Fire Prevention and Building Code (the "State Code"), they shall be deemed to be guidelines only and the standards of the State Code shall apply.

350-119 Utility Scale Solar Energy Systems (USSES)s

(USSES)s shall be permitted in the AR District as an "electrical generating" use subject to special permit and site plan review by the Town Board. (USSES)s shall be subject, but not limited to, the following supplementary regulations in addition to the requirements of 350-117 of this Chapter:

A. (USSES)s shall be enclosed by perimeter fencing to restrict unauthorized access at a height of 7 feet. However, the Planning Board shall have the discretion to vary or eliminate this requirement where appropriate.

B. (USSES)s and solar power plants shall have a maximum lot coverage of 75%.

C. The manufacturers and installer's identification and appropriate warning signage and emergency contact information shall be posted at the site and clearly visible.

D. (USSES)s shall be inspected by a New York State licensed professional engineer prior to obtaining a certificate of operation. Each (USSES) shall be inspected annually, or at any time that the Town Building Inspector has determined that damage may have occurred, by an NYSPE and a copy of the inspection report shall be submitted to the Town Building Inspector.

E. (USSES) buildings and accessory structures shall, to the extent reasonably possible, use materials, colors and textures that will blend the facility into the existing environment.

F. Appropriate landscaping and/or screening materials may be required to help screen the solar power plant and accessory structures from major roads and neighboring residences. The average height of the solar panel arrays shall not exceed 12 feet measured from the base of the solar array rack to the top of the solar panel array rack. However, the Planning Board shall have the authority to increase the average height of the solar panel array rack up to 8 feet as necessary to accomplish the purposes they are intended to serve. Such determination shall be made with consideration of the subject property's natural and proposed characteristics including, but not limited to, topography, existing and proposed vegetative buffers, and proximity to residential and/or commercial uses etc.

G. Artificial lighting of (USSES) facilities shall be limited to lighting required for safety and operational purposes and shall be shielded from all neighboring properties and public roads.

H. Setbacks: Any (USSES) shall adhere to the following setbacks measured to any solar dedicated structure.

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- a. From any property lot lines: A minimum of fifty (50) feet from any property line.
- b. From buildings or structures not on the lot proposed for the solar energy system:
 - i. A minimum of two hundred and fifty (250) feet.
 - ii. A minimum of two hundred and fifty (250) feet from any dwelling.
- c. From buildings or structures on the lot proposed for the solar system: A minimum of one hundred (100) feet from any building, structure or dwelling.
- d. From public roads: A minimum of one hundred twenty (120) feet from any public road (measured from the center of the road).
- e. From schools, public parks: A minimum of five hundred (500) feet from all property lot lines bordering a school or public park.
- I. (USSES) and solar power plant panels and equipment shall be surfaced, designed and sited so as not to reflect glare onto adjacent properties and roadways.
- J. On-site power lines shall be placed underground.
- K. All applications for (USSES)s shall be accompanied by a decommissioning plan to be implemented upon abandonment, or cessation of activity, or in conjunction with the removal of the structure, which shall be reviewed and approved by the Town Board and its consultants.
- L. The following requirements shall be met for decommissioning:
 1. (USSES)s and solar power plants which have not been in active and continuous service for a period of one year shall be removed at the owners' or operators' expense within six (6) months of the date of expiration of the one-year period.
 2. All above ground and below ground equipment, conduits, structures, fencing and foundations shall be removed from the site to a depth of at least three (3) feet below grade.
 3. The site shall be restored to as natural a condition as possible within six (6) months of the removal of all equipment, structures, and foundations. Such restoration shall include, where appropriate, restoration of the surface grade and soil after removal of all equipment and re-vegetation of restored soil areas with native seed mixes.
 4. Decommissioning costs shall be determined by an independent party during the application for the proposed solar energy system. The Planning Board shall, as a condition of approval, require the posting of a removal bond of the (USSES) and solar plant's equipment. The value of the bond shall be renewable annually increasing by 2.5% annually.

350-120 Penalties for Offenses

Violations of this section are subject to a maximum fine of \$250 per day, each day of violation is a separate offense.

350-121 Appeals

A. If a person is found to be in violation of the provisions of this article, appeals may be made to

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the Zoning Board of Appeals in accordance with the established procedures and time limits of the Town of Barre Code and New York State Town Law.

B. If a building permit for a solar energy device is denied based upon a failure to meet requirements of this law, the applicant may seek relief from the Zoning Board of Appeals in accordance with the established procedures and time limits of the Town of Barre Code and New York State Town Law.

350-122 Building Permit Fees for Solar Panels

The fees for all building permits required pursuant to this article shall be paid at the time of each building permit application pursuant to the Fee Schedule of the Town of Barre.

Section III; Town of Barre Schedule of Use Regulations

The Town of Barre Schedule of Use Regulations contained in the Town Code is hereby amended as follows:

1. The list of permitted uses is hereby amended to provide for "rooftop or building mounted solar systems", as permitted use in all zoning districts.
2. The list of permitted uses is hereby amended to provide for "free-standing or groundmounted solar energy systems", as permitted uses in all zoning districts subject to site plan approval by the Planning Board.
3. The list of residential uses is hereby amended to provide for free-standing or groundmounted solar energy systems", as permitted uses in all zoning districts.
4. The list of permitted uses is hereby amended to provide for (USSES)s, as a permitted use subject to a special use permit and site plan approval by the Town Board with recommendation of the Planning Board.
5. The list of permitted uses is hereby amended to provide for solar thermal systems, as permitted uses in all zoning districts.
6. District uses are hereby amended to add six notes at the end of the section reading as follows:
Note 1 – "Rooftop or building mounted solar systems shall be permitted in all zoning districts pursuant to a solar system building permit granted by the Town's Code Enforcement Officer, in accordance with the provisions of Article XII of the Town of Barre Code."
Note 2 – "Free-standing or ground mounted solar energy systems shall be permitted in all zoning districts subject to the issuance of a solar system building permit and site plan approval by the Planning Board pursuant to the provisions of Article XII of the Code."
Note 3 – Special use permits for USSES are issued to developers or the land owner and are nontransferable.
Note 4 – "(USSES)s shall be permitted only in the RA District subject to a solar system building permit and a special use permit and site plan approval by the Planning Board, pursuant to the provisions of Article XII of the Code."
Note 5 – "Building integrated photovoltaic (BIPV) systems are permitted in all zoning districts provided they are shown on the plans submitted for the building permit application for the

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building containing this system approved by the Town's Code Enforcement Officer in accordance with the provisions of Article XII of the Code."

Note 6 – "Solar thermal systems are permitted in all zoning districts subject to the provisions of Article XII of the Code."

Section IV: Supersession

This local law is hereby adopted pursuant to the provisions of RPTL ~487, ~10 of the New York State Municipal Home Rule Law and ~10 of the New York State Statute of Local Governments. It is the intent of the Town Board to supersede any provisions of the New York State Law to the extent that they may be inconsistent with the provisions of this Local Law.

Section V: Effective Date

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

350-122 Tax Exemption

The town hereby exercises its right to opt out of the tax exemption provisions of the Real Property Tax Law § 487, pursuant to the authority granted by Subdivision 8 of that law.

RESOLUTION #36 Water District #10/Engineering Agreement
Councilman McCabe made a motion to accept the Engineering Agreement from Chatfield Engineers for Water District #10, and direct Supervisor Pogue to sign the Agreement, Councilman Gaylard seconded. Vote 5-0, passed.

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RESOLUTION #37 Authorization for Auto/Scheduled Payments
Councilman McCabe made a motion to authorize the bookkeeper to make the "pre-pay" utilities payments online: National Grid, NYSEG, Time Warner, and Hover Networks. The motion was seconded by Councilman Hill. Vote 5-0, passed.

RESOLUTION #38 Wind Turbine PILOT Negotiations
WHEREAS, the Town of Barre, New York is presently under consideration for the installation of a number of wind turbines by Apex Clean Energy (heritage Wind, LLC); and WHEREAS as a condition of such project, it will be necessary for Apex and the Town of Barre to enter into a PILOT (Payment in Lieu of Taxes) Agreement; and WHEREAS, the Town

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RESOLUTION #38 Wind Turbine PILOT Negotiations (Con't)

of Barre recognizes that such PILOT must also be approved by the County of Orleans and the Albion Central School District; and WHEREAS, any such PILOT would be administered by the Orleans County Industrial Development Agency; and WHEREAS, the Town of Barre would like to involve all the parties mentioned to meet and enter into negotiations in an effort to agree on the terms of the PILOT; NOW, be it resolved that the Town of Barre seeks the involvement of the County of Orleans, the Orleans County Industrial Development Agency, the Albion Central School District and Apex Clean Energy to negotiate and enter into a PILOT agreement with respect to the above-mentioned project.

Councilman Hill made a motion to approve the foregoing resolution, Councilman McCabe seconded the motion. Vote 5-0, passed.

PUBLIC COMMENT PERIOD

Richard Cox - asked why the board passed a resolution inviting the county and the school to the table for the PILOT?

John Metzler - He has knocked on many doors in Barre, spoke to most residents. He does not believe in Apex.

George McKenna - The previous Town Boards, Zoning Boards, and Planning Boards have work hard for this town. Signs in support of turbines insult all the past board members. Get educated.

Alex Nacca - height of 680' he asked if there are any wind turbines that are that high in the US?

Kerri Richardson - She stated that Sean Pogue is listed as Conflicted by Apex, therefore he should have not voted on the Reimbursement Agreement.

Barb Verburg - she is upset by the boards action, Supervisor Pogue is wrong; he has been lying to the residents.

Kirk Mathes - would like a new public speakers list.

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PUBLIC COMMENT PERIOD (Con't)

Iva McKenna - showed a poster showing the comparison of the Wind Turbines to the Barre Fire Department tower, Justice for all!

Robin Nacca - conduct of the board is wrong, she will be looking into putting a moratorium on the project.

Sean Pogue - Scotland, Holland, Germany, Luxenburg, France and Belgium have wind turbines, he asked many people there, both young and old about wind turbines and health. No problems.

RESOLUTION #39 Executive Session/Highway Negotiations
Councilman Gaylard made a motion to go into Executive Session for the purpose of discussing Highway Negotiations, seconded by Councilman McCabe. Vote 5-0, passed.

Meeting adjourned for Executive Session at 9:00pm.

Town Board out of Executive Session at 9:30pm.

Meeting reconvened at 9:30pm

Meeting Adjourned at 9:30pm

Respectfully submitted,

Maureen Beach, Town Clerk