

Town of Enfield
Special Town Board Meeting Minutes
Enfield Community Building
Tuesday, August 16, 2016
7:00 p.m.

Present: Town Supervisor Ann Rider, Town Councilperson Virginia Bryant, Town Councilperson Mike Carpenter, Town Councilperson Henry Hansteen, Town Councilperson Michael Miles, Deputy Town Clerk Sue Thompson.

Supervisor Rider opened the special town board meeting at 7:00 p.m. by leading the assemblage in the Pledge of Allegiance to the Flag.

Privilege of the Floor

Jude Lemke of Enfield voiced her concern regarding the possible sell of the Black Oak Wind Farm to a German corporation. She also feels that Black Oak Wind Farm should pay their bills to the town.

Marguerite Wells of Enfield said she is looking to moving forward with finishing the decommissioning and the Supplement EIS.

Marcus Gingerich of Enfield stated his concern that all documents used at the board meeting are not being posted on the town website 2-3 days before the meeting. Wants to know what happens when Black Oak Wind Farm doesn't pay their bills to the town.

Ron Riddle of Enfield stated that he felt the letters/comments to be reviewed should be sorted based on how many miles they live from the wind farm area. He felt the closer the writer is to the area their comments should have priority.

Audit Claim

Supervisor Rider moved, with a second by Councilperson Carpenter to authorize the supervisor to pay Highway Fund voucher #147 dated August 16, 2016 in the amount of \$18,685.00

Discussion: The voucher was for a "Man Lift" to be used by the Highway Department. This would be instead of hiring a firm to fix or change lights, building repairs, etc. at the highway building. This equipment will last many years and would be saving a lot of money. It was stated that it is "used" equipment. Councilperson Hansteen asked if the Highway Supervisor should consult the board before spending his equipment money. Supervisor Rider said it was not protocol for the Highway Supervisor to consult the Board on equipment purchases.

Vote: Councilperson Bryant aye, Councilperson Carpenter aye, Councilperson Hansteen aye, Councilperson Miles aye, Supervisor Rider aye. Carried

Supervisor Rider moved, with a second by Councilperson Bryant to adopt Resolution #2016-57

RESOLUTION #2016-57

TOWN OF ENFIELD RESOLUTION ESTABLISHING AMOUNT AND TERMS OF DECOMMISSIONING BONDS AND OTHER SECURITY FOR FUTURE PERFORMANCE OF DECOMMISSIONING AND REMOVAL OBLIGATIONS OF DEVELOPER

WHEREAS, the Town's Wind Farm law requires a decommissioning bond, or equivalent security as approved by the Town Board, to be determined in amount for each tower in relation to each permit, but not less than \$125,000 per tower as delineated in Article I § 1(10) and Article VI §§ 1(D through F); and

WHEREAS, a permit application and review are in progress and while no permits have issued to erect towers, it is necessary to attend to many details, including decommissioning costs and securitization of the developer's obligation to decommission and deconstruct towers and facilities upon obsolescence, loss, closure, and other like circumstances; and

WHEREAS, the general form of a decommissioning bond, written as a surety bond guaranteeing developer's performance, has been generally, but not specifically, reviewed and approved by the town attorney pursuant to said Articles I, § 1(10) and IV, §§ 1(D),(E), and (F) of the local law; and

WHEREAS, engineering estimates, duly reviewed by the Town, establish a cost per tower for decommissioning and deconstruction, and such amount of \$180,000 be and hereby is established as the gross initial decommissioning amount that developer shall duly guarantee or securitize in a manner as approved by the Town, with such amount to be applied severally in proportional allotments to each tower; and

WHEREAS, the developer has proposed a plan whereby it will, by the time turbines are Commissioned, displace bonds with cash deposits (and pledged accounts) and, subject to approval of the same at such future time as substituted security is proposed, and the approval of the terms and amounts thereof by the Town Board per Article VI § 1, it is agreed in principal that the developer will replace the initial bonds with cash escrow or letter of credit accounts in the amount of \$1,260,000.00 (or \$180,000.00 per tower, whichever is greater) to securitize the decommissioning obligations of developer; and

WHEREAS, the Enfield Town Board is concerned about the potential to adversely affect road conditions during the decommissioning process and

WHEREAS, upon due consideration and deliberation thereupon by the Town Board of the Town of Enfield, BE IT RESOLVED AS FOLLOWS:

1. The amount of \$1,260,000 be and hereby is set and approved as the gross project decommissioning cost, and a proportionate amount must be securitized by surety bond for each tower permit issued. Such amount is subject to change over the life of the tower and facilities as periodic reviews of the decommissioning costs may hereafter occur under the local law.

2. The amount of \$100,000 be and hereby is set and approved as the amount which must be set as the maximum amount to be set aside for the restoration of Town roads, and a proportionate amount must be securitized by surety bond. Such amount is subject to change over the life of the wind farm as periodic reviews of the decommissioning costs may hereafter occur under the local law. Subject to the approval of the Town Board as to the terms and amounts of such escrow or other pledge, the developer will substitute cash or letter of credit accounts in lieu of, and in replacement of, surety bonds, no later than the Commissioning of the turbines. For this purpose, the sum of \$100,000 be and is hereby set as the initial cash or depository pledge amount to securitize the future decommissioning costs and removal obligations of the developer. Such amount is subject to change over the life of the tower and facilities as periodic reviews of the decommissioning costs may hereafter occur under the local law.

3. Subject to the approval of the Town Board as to the terms and amount of such escrow or other pledge, the developer will substitute cash or cash-based accounts in lieu of, and in replacement of, surety bonds, no later than Commissioning of the turbines. For this purpose the sum of \$1,260,000 (or \$180,000 per tower, whichever is greater) be and is hereby set as the initial cash or depository pledge amount to securitize the future decommissioning costs and removal obligations of the developer. Such amount is subject to change over the life of the tower and facilities as periodic reviews of the decommissioning cost may hereafter occur under the local law.

Discussion: Supervisor Rider stated the resolution is mechanization for covering decommission costs of wind turbines and restoration of town roads. Suggested changes were made from the last Board and Marguerite Wells, Black Oak Wind Farm. Councilperson Carpenter wanted to know why this resolution could not be included in the decommissioning document. He felt there was a concern of too many small parts being created and forgotten concerning the decommissioning document. Marguerite Wells, Black Oak Farm, was asked how she felt the resolution would work. She confirmed what Supervisor Rider stated and that this would help Black Oak Wind Farm move forward in their financial plans. They need to know more than 6 months ahead of approval of the actual decommissioning plan. She stated the resolution would free up money so that the Black Oak Wind Farm can pay their bills. Councilperson Miles stated he thought the resolution was what was needed but it does not mention Black Oak Wind Farm specifically. He pointed out that the decommissioning in the law is lower than the costs mention in the resolution. He wondered if because the public had not seen the changes in the document before the meeting if they should wait for comments.

Vote: Councilperson Carpenter nay, Councilperson Hansteen aye, Councilperson Miles aye, Supervisor Rider aye. Councilperson Bryant aye. Carried.

Organization of Comments Received During the SEQR Process

There was discussion on how to organize the comments submitted and summarize each one. It was not known exactly who answered the comments in the first initial DEIS report. It was suggested to ask LaBelle Associates who answered the comments the first time.

Suggestions to handle comments:

- Organize the comments by topics listed in the DEIS, summarize each one, respond to the comment, and dispute reference:
 - 2.1 Geology, Soils, and Topography
 - 2.2 Water Resources
 - 2.3 Climate and Air Quality
 - 2.4 Biological Resources
 - 2.5 Traffic and Transportation
 - 2.6 Land Use and Zoning
 - 2.7 Energy
 - 2.8 Community Facilities and Services
 - 2.9 Growth And Community Character
 - 2.10 Historic, Cultural and Archeological Resources
 - 2.11 Agricultural Resources
 - 2.12 Aesthetic and Visual Resources
 - 2.13 Open Space and Recreation
 - 2.14 Socioeconomics
 - 2.15 Public Safety
 - 2.16 Noise
 - 2.17 Communication Facilities
- Prepare the comments using the above suggestion and then giving to LaBella Associates to finalize and give back to the Board to approve.
- Listing comments For the Wind Farm and Against the Wind Farm, it was decided this would not work for the comments.
- Should all Board members work on the comments categorizing, summarizing, responding or should they allow Councilperson Carpenter to report back with a report as he volunteered to do so. Comments that Board members do not have answers to could be left for LaBella Associates to answer. An example was given to sound because of the difference of opinion scientific issue vs. people issue is there a middle ground.
- Pay LaBella Associates to answer comments giving them direction on how they would like the answers categorized.
- It was suggested to contact Black Oak Wind Farm on how or if they will be responding to the comments.

Councilperson Hansteen asked if each comment was answered separately in the order they were received won't there be repetitive answers. It was suggested that if answers were repetitive a reference could be given to the previous answer. Councilperson Carpenter pointed out that some comments may not fall under the topics list and would

have to be organized separately. The comments and answers would probably also have to be indexed.

Supervisor Rider stated that the SEQR process addresses issues of environmental concerns. There was discussion stating that the SEQR goes beyond the environmental and should deal with the mitigation process. It was felt that perhaps the Board should suggest mitigation for issues mentioned in the Comments submitted.

Supervisor Rider asked Councilperson Carpenter what he thought the purpose of the SEQR was. He stated that in the simplest terms, to make sure people don't do stupid things. He stated that the town needs to know how they are going to deal with issues that come up regarding the wind farm. Community dispute resolutions were put in Appendix U Community Outreach and Communication Plan of the Draft Environmental Impact statement 2013. Mitigation for issues can be placed anywhere in the Plan. He feels the Board should spend the time on answering the comments themselves. Supervisor Rider stated she felt uncomfortable commenting on areas designated because she did not have expertise in these sections. She could however, help make a final decision on the report submitted by LaBella Associates.

Councilperson Hansteen asked if LaBella should be asked to answer the comments now or wait until Black Oak Wind Farm pays their bills owed to the Town. He asked if the letter has been sent for requesting Black Oak Wind Farm to replenish the funds in their accounts. Supervisor Rider answered yes the letter had been sent but she did not know when the funds would be replenished.

Supervisor Rider stated that the previous Town Board did not answer the comments and that LaBella put together the report.

Councilperson Hansteen was concerned about certain issues with the wind farm. Issues involved, property infringement if towers fall; homeowner mitigation of staying in your home vs selling your home; Black Oak Wind Farm paying the difference of the assessed value of the home if not received through the sale of the home. He stated he thought the town lawyer stated the Board could change the law, for example setbacks, if health and safety issues were of a concern. Michael Miles stated that the health and safety issues will be based on factual information in the final report.

Councilperson Carpenter state the Board should be able to help the Black Oak Wind Farm build in the town but also make sure the health and safety of the home owners in the area of the farm are met. He said that life has changed significantly and we have a better understanding of how things affect people. It is understood that there are issues but not sure what the respond/answer is.

Setbacks for the turbines were discussed. In 2008 the Town received a letter from the Tompkins County Planning department suggesting that setbacks be 1.5. The Town responded that they did not have to follow the recommendations and place that setback recommendation in their Wind Energy Law.

It was stated and suggested that the “Comments” and final EIS have to be consistent in their report.

Supervisor Rider asked how some of the issues might be resolved in regard to living in the area of the wind turbines. Councilperson Carpenter replied that there were lots of suggestions such as, building walls (insolation) for sound; rental of homes; different types of wind turbines; lots of people have lots of ideas. He asked who wrote the Community Dispute document which was given to the Board at the last meeting regarding mitigation with the wind turbines. Supervisor Rider stated that Frank Pavia, Harris Beach, wrote the letter June 8, 2016. Councilperson Carpenter read the “Draft” letter to the Board:

BLACK OAK WIND FARM - DRAFT

Town of Enfield Community Relations and Complaint Resolution Procedure

Black Oak Wind Farm, LLC (the “Project Sponsor”) seeks to construct and operate a seven (7) turbine wind-powered generating facility, known as the Black Oak Wind Farm (the “Project”), to be located on leased private lands within the Town of Enfield (the “Town”).

The following community relations and complaint resolution procedure will ensure that concerns by neighbors regarding traffic, potential noise, shadow flicker, electromagnetic interference, and/or a reduction in property values associated with the development, maintenance, and operation of the Project will be adequately mitigated and/or addressed in a timely and effective manner. The complaint resolution procedure will also ensure that the Project Sponsor and the Town work cooperatively together to resolve any complaints that may arise.

Community Relations

Many complaints relating to the development of the Project can be pro-actively avoided by communicating widely and often with the Town and the property owner. If the community is made aware ahead of time of activities that could cause disruption, such as construction noise or slow vehicles, community members can make plans to avoid such disruptions and the number of disturbances and/or complaints will be lessened.

1. Throughout the construction of the Project, a communication link with the Town will be maintained in order to maximize cooperation during the construction phase.
2. Prior to the commencement of any construction, the Project Sponsor will coordinate with the Highway Superintendents to develop and provide the Town with a documented record of all existing major roads and infrastructure with which the project will interact. Such documentation will also be provided directly to emergency service providers and schools.
3. All equipment transportation schedules and transportation routes will be made public through the established communications link.
4. During construction, speed limits will be imposed and enforced on construction traffic.

5. The Project Sponsor shall comply with the conditions of the authorizing permits and conditions applying to construction and maintenance activities.

Complaint Resolution Procedure

In order to resolve complaints in a prompt and effective manner, complaint procedures should be followed as closely as reasonably possible under the circumstances. The complaint resolution procedure shall be in place for the life of the Project.

Complaint Resolution Procedure for Residents and Property Owners

The complaint resolution procedure for residents of the Town and property owner shall be as follows:

1. Prior to construction, the Project Sponsor shall set up a toll-free number for use by the local residents of the community that will be provided on both the Project Sponsor's website and the Town's website.
2. Complaints may be made through the following channels:
 - a. By calling the toll-free number;
 - b. By making a written complaint addressed to the Project Manager at the Project Sponsor's principal place of business; or
 - c. By making a written complaint addressed to the Town Board of the Town of Enfield (the "Town Board").
3. In the event the Project Sponsor receives a telephone or written complaint, the Project Sponsor shall inform the Town Board in writing within 5 days of the details of such complaint.
4. In the event the Town Board receives a written complaint regarding the Project, the Town Board shall inform the Project Sponsor in writing within 10 days of the details of such complaint.
5. A log will be kept by the Project Sponsor of the name and contact details of the complainant and the actions taken to resolve the complaint. The Project Sponsor shall make the log available to the Town Board for inspection upon request.
6. Upon the Project Sponsor's receipt of a complaint, either directly or through the Town Board, the Project Sponsor shall promptly contact the complainant to investigate and resolve the issue to the satisfaction of both parties. In the event that the complaint is not resolved to the satisfaction of the complainant, or that an agreed upon solution is not under development within thirty (30) days of receipt of the complaint, the complainant may refer the matter to a mutually acceptable mediator or arbitrator. The Project Sponsor shall make every reasonable effort to resolve all complaints.
7. The Project Sponsor has conducted a visual impact assessment, shadow flicker study, acoustic study, and microwave study in accordance with the Town's State Environmental Quality Review of the Project. However, in the event of complaints relating specifically to sound, shadow flicker, and electromagnetic interference, the Project Sponsor shall proceed as follows:

- a. Sound: In the event of a complaint about potential turbine noise, the Project Sponsor shall conduct site-specific sound studies at those locations related to the complaint. If the turbine noise exceeds the existing sound standards for the Project based on the Acoustic Study and Acoustic Study Update, the Project Sponsor shall determine which sound component is problematic and develop recommendations to correct the problem. The Project Sponsor shall have reasonable discretion in proposing effective responses to satisfy the complainant as permitted under applicable laws and regulations.
 - b. Shadow Flicker: In the event of a complaint about turbine shadow flicker, the Project Sponsor shall conduct site-specific studies at those locations related to the complaint. If the turbine shadow flicker exceeds the existing turbine shadow flicker standards for the Project based on the Shadow Flicker Study and Revised Shadow Flicker Study, the Project Sponsor shall determine which flicker source is problematic and develop recommendations to correct the problem. The Project Sponsor shall have reasonable discretion in proposing effective responses to satisfy the complainant as permitted under applicable laws and regulations.
 - c. Electromagnetic Interference: In the event of a complaint about turbine interference with microwave, radio or television reception, the Project Sponsor shall conduct site-specific and spectrum specific studies at such locations. If the Project is found to be interfering with microwave, radio or television reception, the Project Sponsor shall investigate potential sources and develop recommendations to correct the problem. As permitted under applicable laws and regulations, the Project Sponsor shall have reasonable discretion in proposing effective responses that will satisfy the complainant, including wind farm equipment modifications that reduce interference, the installation of re-routing signal path equipment, the replacement of antennae or receiving equipment, the substitution of cable, satellite or other signal securing equipment for the complainant, or the securing of electronic interference easements from the complainant.
8. In the event of complaints relating specifically to a reduction in residential property value from property owners located within a one (1) mile radius of any wind tower as measured from the base of the wind tower at ground level to the nearest property line of the complainant's existing residence, the Project Sponsor shall proceed as follows:
- a. If the complainant's property is sold at a price lower than the assessed price as set by the Tompkins County Assessment Department as a result of the property's proximity to a wind turbine that is part of the Project, after the property has been on the market in the hands of a licensed real estate agent for two hundred seventy (270) days consecutively, the Project Sponsor will guarantee payment to the complainant of such difference minus any real estate commission and normal costs associated with the sale of real estate in Tompkins County.
 - b. If the complainant accepts any offer of purchase for the assessed price, the Project Sponsor shall not have any financial responsibility to the complainant.
 - c. The complainant must have been the legal owner of the real property at the time the Town issued a permit to the Project Sponsor for the Project.
 - d. Such a complaint shall detail the property owner's efforts in attempting to sell the property including the real estate agent, the assessed price of the property, the listed price of the property, the

amount of time the property was on the market, and reasonable proof the purchaser would not pay the assessed price because of the property's proximity to a wind turbine.

e. The Project Sponsor shall make payment to the complainant within thirty (30) days of the sale.

f. If there is a dispute regarding payment or payment does not occur within thirty (30) days of the sale, either the Project Sponsor or the complainant may refer the matter to a mutually acceptable mediator or arbitrator.

g. If any complainant shall enter into a so-called "Good Neighbor Agreement," wherein they allow the placement of a wind turbine closer than one (1) mile and/or if they should receive any compensation from the Project Sponsor, then they shall be excluded from the right to make such a complaint.

Complaint Resolution Procedure for the Town

The complaint resolution procedure for the Town shall be as follows:

1. In the event the Town submits a complaint to the Project Sponsor on behalf of the residents and property owners of the Town, the Project Sponsor shall promptly conduct any appropriate studies to determine the existence of any problem with the Project. Such study shall be conducted by independent consultants and the results made available to the Town.

2. If a problem is found to exist, the Project Sponsor and Town will engage in discussions to develop and propose actions to resolve the problem.

3. If a resolution that is reasonably satisfactory to the Project Sponsor and Town is determined, the Project Sponsor will deliver to the Town a written statement of the resolution that will be incorporated, by reference and any formal action necessary, into the underlying permit as a condition of operations.

4. The Project Sponsor shall then implement the resolution actions.

5. In the event that an agreed upon solution is not under development within thirty (30) days of receipt of the complaint, either the Town or the Project Sponsor may refer the matter to a mutually acceptable mediator or arbitrator. The Project Sponsor shall make every reasonable effort to resolve all complaints of the Town.

Unless otherwise specified herein, any notification required by the complaint procedures described herein shall be made in writing and delivered or mailed by first class mail to the Town Board or the Project Sponsor at the following locations:

Town of Enfield Town Board, Enfield Town Hall, 168 Enfield Main Road, Ithaca, New York 14850

Black Oak Wind, LLC, Attn: Marguerite Wells, Project Manager, 863 Hayts Road, Ithaca, New York 14850

Councilperson Carpenter made the following comments regarding the above letter:

- The Community Dispute document is a boiler plate document.
- It is poorly done.
- Reads that mitigation will be done in a timely manner and followed closely, reasonable, etc. doesn't like the wording indicates the mitigation is based on a financial basis.
- Complaint refers to arbitration but doesn't say what will happen.
- Councilperson Miles stated he felt the reference to "may" should be more concrete and say "should".
- Reference to acoustic studies not sure what or where these studies are.
- Shadow Flicker refers to "reasonable distraction" what does this mean?
- Property value reference is a good start.
- "Good Neighbor Agreement" is very troublesome. Comments were made that this agreement was fraudulent; only between the resident and the developer and should have nothing to do with the municipal government business.
- Reasonable satisfaction reference not sure what this is referring to.
- Document should state, date, who wrote it and "draft".

Privilege of the Floor

Bev Gingerich of Enfield wondered why Marguerite Wells of the Black Oak Wind Farm, says the Decommissioning Resolution will free up money to pay their bills? Board members responded they were not sure what she meant. She wondered if LaBelle Associates work on the Comments is this a fee that can be reimburses to the Town. She also commented that the "Good Neighbor" agreement people did not know what exactly it would involve. The Board responded that this agreement might be covered by the Consumer Protection Laws.

Mimi Mehaffey of Enfield stated she thought the "Good Neighbor" agreement was said to not be a "contract" legal document by Marguerite Wells of the Black Oak Wind Farm. She was corrected that the Board of the Black Oak Wind Farm should have said it was a legal document. Councilperson Hansteen asked for a copy of the agreement and Jude Lemke of Enfield stated she would send him a copy. Mimi Mehaffey also feels mitigation for problems need to have more "teeth" in solution such as just putting blinds in the window referring to flicker problems. She also applauded the Board for all their work they are doing. She encouraged them to go through all the comments.

Jude Lemke of Enfield stated she felt Black Oak Wind Farm made it clear that they are struggling financially and feels they need to produce proof of their finances enabling them to move forward with the project. She is afraid that a big corporation will come in and take over and the town will not have the "financial" backing to protect itself. She did wanted to see decision made, she did not want to see waiting for a new town board member to be voted in.

Rob Tesori of Enfield thanked the Board for what they are doing. He stated that his family had worked for 10 years to buy their property and that their investment was not just a "tax map number". Some people in the wind farm area feel their property is "hallowed ground".

Marcus Gingerich of Enfield thanked the Board for all their effort. His concerns were, community project is to work together and not act like a corporation with the attitude if we "pass" this resolution than we can pay you "reference to comment from Marguerite Wells". Will big corporations off of the Continent care about our town? Councilperson Hansteen responded that he passed tonight's resolution as the changes suggested at the last meeting has been made and he was happy with that.

EXTENSION OF SEQRA

Councilperson Carpenter moved, with a second by Councilperson Hansteen to adopt Resolution #2016-58.

Resolution #2016-58 New York State Environmental Quality Review Act (SEQRA) Extension

WHEREAS, a predecessor-in-interest of Black Oak Wind, LLC (the "Project Sponsor") filed a site plan application with the Town Board of the Town of Enfield (the "Town Board") pursuant to the Town of Enfield's Wind Energy Facilities Local Law #1 of 2009 for the development of a seven (7) turbine wind-powered generating facility (the "Project"); and

WHEREAS, on June 9, 2010, the Town Board passed a resolution accepting its role as Lead Agency pursuant to the New York State Environmental Quality Review Act and its implementing regulations at 6 NYCRR Part 617 (collectively referred to as "SEQRA"); and

WHEREAS, after preparation of both draft and final environmental impact statements, on December 14, 2015, the Town Board issued a Findings Statement for the Project pursuant to SEQRA; and

WHEREAS, on June 24, 2015, the Town Board received a submission from the Project Sponsor outlining two (2) minor modifications to the Project; and

WHEREAS, on July 8, 2015, the Town Board determined that a supplemental environmental impact statement or modified findings statement was not required for the modifications submitted on June 24, 2015; and

WHEREAS, the Project Sponsor further proposes to potentially re-locate two (2) of the approved wind turbines to 2 of 3 proposed locations, as well as relocate a substation, add a new permanent wind measurement tower just south of Turbine 4, and relocate approximately 8,400 linear feet of buried collection line but, except as noted, the Project

would otherwise remain as consisting of seven (7) wind turbines generating 16.1 megawatts (MW) of electricity utilizing the GE 2.3-107 model wind turbines; and

WHEREAS, the Project Sponsor prepared a Draft Supplemental Environmental Impact Statement ("DSEIS") assessing the potential significant adverse environmental impacts associated with the proposed modifications to the Project as summarized above; and

WHEREAS, on March 9, 2016, the Town Board passed a resolution accepting the DSEIS as complete; and

WHEREAS, the public comment period for the DSEIS expired on April 22, 2016; and

WHEREAS, the Town Board is now required to prepare a final SEIS for the Project ("FSEIS").

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE TOWN BOARD OF THE TOWN OF ENFIELD AS FOLLOWS:

Section 1. Pursuant to Section 617.9(a)(5)(ii) of the SEQRA regulations, the Town Board determines that additional time is necessary to prepare the FSEIS adequately, and therefore is extending the timeframe to complete the FSEIS to December 15, 2016.

Section 2. The Town Board further directs that notice of this resolution shall be filed and circulated to the extent required by any applicable ordinance, statute or regulation.

Section 3. This Resolution shall take effect immediately upon adoption.
Discussion: How long will it take for a respond to the comments take? Will special meetings need to be held? Will the developer want to respond to the comments? It was decided to extend the timeframe to December 15.

Vote: Councilperson Bryant aye, Councilperson Carpenter aye, Councilperson Hansteen aye, Councilperson Miles aye, Supervisor Rider aye. Carried

Adjournment: Supervisor Rider moved, with a second by Councilperson Bryant, to adjourn at 9:30 p.m. Motion carried.

Respectfully submitted,

Sue Thompson, Deputy Enfield Town Clerk