

April 10, 2008

Wind Tower Regulations Public Hearing, February 7, 2008 – Questions Received

The following questions were posed in the correspondence received at the February 7 public hearing. Questions have been stated exactly as appearing in the correspondence:

a. *Paul Lapinski: “. . .if the unrestrictive regulations you accepted from Attorney Spitzer are made law, are you buying a PIG IN THE POKE?”*

Town Board has carefully reviewed the proposed regulations and feel that they provide defensible, appropriate procedures, standards and restrictions for appropriately considering applications for safely siting wind towers. Buying a “pig in the poke” would infer we are buying something without checking the condition it was in, usually finding out later that it was defective. It is our opinion that that is definitely an inaccurate description of the proposed regulations.

b. *Renee Cliff (specific questions regarding proposed regulations):*

(1). *Page 11, Section q.5. – “Why was this completely changed from the workshop on 1.22/08? A, B, and C are not complete and do not make sense. What happened to the neutral, licensed appraiser, preparing a property value analysis for non-participating land owners in accordance with industry standards and potential impact on the values of properties for adjoining WECS sites?”*

What we presented to the attorney was rewritten by him to make the requirement more enforceable and to provide more leverage for the Town Board. The regulations require the applicant to propose the property protection plan, the criteria for eligibility, methodology for making pre-facility values, including independent appraisals and the maximum a time a property must be for sale before payment is made. By putting the onus on the applicant to propose a plan that meets these basic requirements, the Town Board has better grounds to leverage the approval of the project based on its acceptance/satisfaction with the proposed property value protection plan.

(2). *“If someone outside the wind overlay zone were to be incorporated in a neighbor agreement, does that mean the wind overlay zone is expanded if they are outside the zone without need for a new permit?”*

We’re not sure what is meant by a neighbor agreement. If it is a payment from the developer to a non-participating landowner to agree to a setback, noise level or some other accommodation, it would not automatically expand the wind overlay zone. If it were an agreement to allow the developer to construct a wind turbine on the property, the developer would have to make joint application for a new Wind Overlay District and SUP for towers per the Regulations.

c. *David Lukas:*

(1). *“Hiring a professional landscaper as was suggested at the last workshop to plant shade trees to protect residents from shadow flicker is equally ridiculous. The assumption must be that full-grown Sequoia’s will be planted?”*

The proposed wind tower regulations do require the applicant to provide a landscaping plan depicting vegetation and describing the area to be cleared and the specimens proposed to be added, identified by species and size of specimen at installation

and their locations. Although it's presumed Mr. Lukas's question is somewhat sarcastic, there are instances whereby developers plant trees between structures, which might be effected by flicker, and the turbine. Obviously, the trees are planted closer to the effected structure to shade the structure from the flicker rather than in front of a tower, where the significant height difference would render the tree planting ineffective for blocking flicker.

(2). *"Mr. Roach and Mr. Rose at the last WTC workshop agreed to 1,750' from the property line. We have it on tape. Why the change from what was then in the best interests of the residents? Could it be that there was some outside influence?"*

The setback given at the WTC workshop was an attempt to arrive at a short-term concession, which could later be debated. The workshop had essentially reached an impasse, we had other issues to discuss and this figure was given as a means of expediency. In fact, the only "agreement" was between the Supervisor and Mr. Lukas, who was sitting across from the supervisor pushing for 1750' distance, while there was chaotic discussion going on around the table. Mr. Rose did not agree to the setback being from the property line but didn't notice that that was what was written until the next day. The ultimate decision on the 1200' setback from the nearest off-site structure was arrived at after more research, deliberation and discussion, including the concession to be more restrictive of the sound level. The final agreement was not reached until the special Town Board meeting on February 25, 2008 at which time Town Board members attempted to state their rationale for their position. The decision was based upon a consideration of the risk issues involved and determined that with the more restrictive sound level requirement, that 1200' was a safe distance.

(3). *"How is the proposed 1500' from the residences protecting the health, safety and welfare of the residents when all of the research indicates much more is needed?"*

Not all research indicates "much more is needed." The issues of blade throw, ice throw and flicker are adequately mitigated by the regulations, as supported by research. The noise issue is being mitigated by SEQRA and our requirement of "ambient plus 6dBA.

(4). *"What steps has the Town Board taken to ensure that the Town gets the best deal as opposed to taking the first deal offered?"*

First, the Town has no choice as to which developer we might deal with. We deal with whichever developer has acquired land lease agreements and appears before us with a joint application for a wind overlay zone and special use permits. The Town has opted out of the tax exemption provisions and the regulations provide the town with the ability to enter into Host Community Agreements.

(5). *"What process has been set up by the Town to determine what is the most financially beneficial plan for industrial wind towers?"*

See the answer to item (4) above. This plus the application review process, with lawyers, engineers and financial consultants working for us and paid for by the developer will be instrumental in providing for the optimally beneficial plan.

(6). *"Please tell me what the driving force is to have dangerous setbacks forced upon the neighbors so that the (Dennis Roach Memorial) Community Center can be constructed?"*

The driving force is to have regulations in place that are defensible, that best benefit the Town and, hopefully, that don't get preempted by Article X. Based on the research done by Town Board, which obviously doesn't support what Mr. Lukas would want us to consider, the setbacks are not dangerous setbacks. There are no plans for a Community Center or any indication that wind tower revenue would be generated to support one. The Community Center, if there ever is one, would be financed through an approved bond issue (voted on by the Hamlin voters). And although the Supervisor considers it thoughtful of Mr. Lukas to name it after him, the fact that "memorial" presumes his death, resulted in him declining the honor.