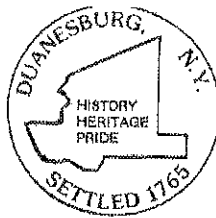


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



John D. Ganther, Jr., Council Member
Francis R. Potter, Council Member
Jeffrey Senecal, Council Member
William Wenzel, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

P# 518-895-8920
F# 518-895-8171

Thursday, August 12, 2021

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Continuation of Public Hearing: Proposed Local Law 1 of 2021 entitled "A Local Law amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues".

Approval of minutes for: Town Board Meeting on Thursday July 22, 2021

Town Clerk's Report
Supervisor's Report
Payment of Claims

Committee Reports

Highway
Public Safety
Park
Sewer Districts #1, 2 & 3
IT

Discussion: Signage recognizing Olympian Emma White.

Business Meeting:

- 1. Motion to approve and authorize the Town Supervisor and/or the Deputy Town Supervisor to enter into the attached professional services agreement with C.T. Male for preliminary design services in an amount up to \$14,900.0**
- 2. Motion to approve Brunswick Electric Invoice No. 1 in the amount of \$56,216.60.**
- 3. Motion to approve the Amended Collective Bargaining Agreement.**
- 4. Motion to adopt Local Law No. 1 of 2021 entitled "A Local Law amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues".**

Privilege of the Floor:

Comments are limited to 5 minutes per person. Be respectful. Address the entire Town Board. Individual members are not to be singled out. Speak of issues related to Town business. There will be no tolerance for personal attacks on Board Members. The board reserves the right to ask that your question be put in writing and to be submitted to the Town Clerk to then be distributed to the Town Board. Questions will be answered in a timely manner and mailed to the resident.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, June 10, 2021** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

* **Local Law 2 of 2021** entitled "A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues." The proposed local law would amend the zoning law to allow commercial events to occur in existing appropriate structures in all Zoning Districts of the Town, with the exception of the L-2 District, upon issuance of a special use permit by the Town Planning Board. The purpose of the local law is to regulate such events to ensure that they are consistent with public health, safety and welfare and to address any environmental impacts associated with the operation of commercial event venues.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

* *Currently Local Law 1 of 2021*

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. -2021

August 12, 2021

WHEREAS, the Town wishes to consider whether and how to renovate and/or construct an addition to the existing Town of Duanesburg Town Hall (“Town Hall”); and

WHEREAS, the Town wishes to enter into a professional services agreement with C.T. Male in the amount of **\$14,900** to perform preliminary design services as set forth in C.T. Male’s proposal for the Town Board to consider in deciding whether and how to renovate or add to the existing Town Hall; and

WHEREAS, this amount is under the \$35,000 threshold set forth in the Town’s procurement policy requiring competitive bidding; and

WHEREAS, the Town Board has been working effectively with C.T. Male for the past five years in evaluating options that the Town has to improve or replace the Town’s facilities and because of C.T. Male’s existing knowledge about the Town’s facilities and the proposed limited cost of the C.T. Male services and, in consideration of the Town’s Procurement Policy, Paragraph 6(a), the Town Board has decided to continue to contract with C.T. Male for these services without seeking additional cost estimates or putting out an RFP.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to enter into the attached professional services agreement with C.T. Male for preliminary design services in an amount up to **\$14,900**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 12, 2021.

Roger Tidball, Supervisor

Jennifer Howe, Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain

Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senechal	Yea	Nay	Abstain

AIA Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 5th day of August in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

and the Architect:
(Name, legal status, address and other information)

C.T. Male Associates
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive
Latham, New York

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Town Hall Addition
5853 Western Turnpike
Duanesburg, NY 12056

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

As outlined in the attached proposal for "Preliminary Design Phase Services – Addition & renovations to the Existing Town Hall Facility", dated June 8, 2021

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Nicholas M. Lobosco, R.A.

C.T. Male Associates

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, New York 12110

email: n.lobosco@ctmale.com

phone: (518) 786-7469

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate .

§ 1.5.7 **Additional Insured Obligations.** The Certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability and umbrella or excess policies. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Town Supervisor and Town Board
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056
phone: (518) 895-8920

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.3.1 The Owner shall have no obligation to furnish or pay for the services of other consultants unless those services are (1) reasonably required by the Scope of the Project; (2) not part of the Basic Services; (3) requested in writing by the Architect; and (4) approved in writing by the Owner.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided that nothing in this Agreement shall be construed so as to require the Owner to determine the technical adequacy, accuracy or sufficiency of the design or Architect's Services.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Owner acknowledges that the documents prepared by the Architect and the Architect's consultants for the Project are instruments of the Architect's and its consultants' professional service. Nevertheless, upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest documents prepared by the Architect or its consultants for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect or its consultants of the right to retain electronic data or reproducible copies of the documents or the right to reuse information contained in them in the normal course of the Architect's or its consultants' professional activities. The Architect or its consultants shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents.

(Paragraph deleted)

§ 3.3 Reuse of Documents. The Owner shall not use or authorize any other person to use the documents and other instruments of service on other projects or for additions to this Project, without the Architect's written permission. The Owner may use and may authorize other persons to use the documents and other instruments of service to make renovations and repairs to the Project. Any reuse of documents and other instruments of service to complete, renovate, or repair this Project without the Architect's professional involvement will be without the certificate, seal, or other identification of the Architect or the Architect's consultants and will be at the Owner's sole risk and without liability to the Architect.

§ 3.3.1 To the extent that liability arises from any use of the Instruments of Service by the Owner or another architect or engineer, the Architect shall not be responsible for that use and further in the event misuse has occurred, the Owner shall indemnify and hold Architect harmless to the extent permitted by law, from all claims, causes of action, costs and expenses, including the cost of defense, related to the claims or causes of action asserted by third persons or entities to the extent that such arise from the Owner's or other architect's or other engineer's misuse.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner. Nothing herein shall prohibit the Architect's use of photographic imagery of the Project (excluding proprietary information) in Architect's marketing and promotional materials.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 Pending the resolution of any disputes, the Architect shall continue to perform its obligation pursuant to this Agreement.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration (NOT USED)

(Paragraphs deleted)

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services provided such delay is not a result of the Architect's willful misconduct or negligence. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted and agreed upon by the parties in writing.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, and agreed upon by the parties in writing.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
The Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.
- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:
The Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
-

(Paragraphs deleted)

Other:

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Services shall be compensated for on an hourly basis at current corporate billing rates in effect at time of service, as set forth in accordance with C.T. Male Associates' current Schedule of Representative Charge Rates, not to exceed the stipulated lump sum amount of **Fourteen Thousand Nine Hundred Dollars (\$14,900.00)**, plus reimbursable expenses.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

(Paragraphs deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.25 % per month

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 8.1 **Standard of Care** - The Owner agrees that in performing requested tasks, in accordance with this proposal or amendments thereto, the Architect will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event the Architect is required to sign a statement or certificate on behalf of the Owner, which differs from or exceeds the scope of services contracted for, the Owner hereby agrees to indemnify and hold the Architect harmless from any liability arising from or resulting from such statement or certificate.

§ 8.2 **Equal Employment Opportunity** – The Architect is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 Other Documents:

(Paragraphs deleted)

- Proposal for "Preliminary Design Phase Services – Addition & renovations to the Existing Town Hall Facility", dated June 8, 2021
- C.T. Male Associates' Schedule of Representative Charge Rates
- C.T. Male Associates' Schedule of Reimbursable Expenses

§ 9.2.2 The Architect acknowledges and agrees that the Project is to be funded through Coronavirus State and Local Fiscal Recovery Funds and is, therefore, subject to the provisions and requirements of the following documents, which are hereby incorporated herein by reference: :

- .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)

(Paragraphs deleted)

- .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271)"

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

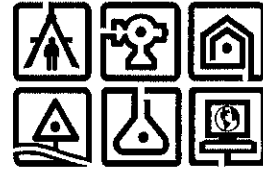

ARCHITECT *(Signature)*

Nicholas M. Lobosco, R.A., Project Architect
(Printed name, title, and license number, if required)

SCHEDULE OF REPRESENTATIVE

CHARGE RATES

January - December 2021



Professional Level Classifications

Rate Per Hour

P7 -	President, Chief Executive	\$300
P7 -	Vice President(s)	\$200 to \$245
P6 -	<i>Managing:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, GIS Specialist	\$140 to \$210
P5 -	<i>Senior:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, Project Manager, GIS Specialist	\$130 to \$170
P4 -	<i>Project:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, Manager, GIS Specialist	\$110 to \$160
P3 -	<i>Assistant Project:</i> Engineer, Environmental Scientist, Surveyor, Architect, Senior Architect Intern, Land Planner	\$85 to \$130
P2 -	Design Engineer, Environmental Scientist, Architect, Architect Intern, Intern Land Planner; Project Coordinator	\$75 to \$105
P1 -	<i>Intern/Junior:</i> Engineer, Environmental Scientist, Surveyor, Architect	\$70 to \$95

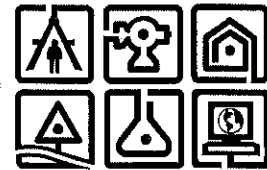
Technical Level Classifications

T6-	Senior Designer, Senior Construction Observer, Senior Engineering Technician, Senior GIS Technician, Senior Crew Chief	\$105 to \$145
T5 -	Engineering Technician V, Designer, Senior Designer, Construction Observer, Senior Crew Chief, Environmental Technician, GIS Technician, Survey Technician, GPS Manager	\$80 to \$130
T4 -	Senior Drafter, Construction Observer, Field Scientist, Crew Chief, Designer, Instrument Operator, Survey Technician	\$75 to \$105
T3 -	Drafter, Instrument Operator, Survey Technician, Field Scientist, Construction Observer, GIS Technician	\$60 to \$100
T2 -	Instrument Operator, Drafter, Field Scientist, Construction Observer, GIS Technician	\$50 to \$95
T1 -	Junior Drafter, Instrument Operator Intern, Junior Technician, Field Scientist, Construction Observer, GIS Technician	\$50 to \$85

Support Services

S -	Administrative Assistant, Clerk, Project Coordinator	\$75 to \$90
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REIMBURSABLE EXPENSES



January - December 2021

1. **Travel:**
 - * mileage and tolls (\$.56 per mile)
 - * train
 - * taxi, subway, bus
 - * travel time
 - * car rental, gas
 - * airplane (coach fare)
 - * parking
 - * tips
2. **Meals and Lodging:** At cost.
3. **Photocopies:** \$ 0.14 each
 - * color copies/photos
 - 8 ½x11 \$.75 each
 - 11x17 \$1.50 each
4. **Report Printing:** 10 copies or more (\$.07 per page), less than 10 copies (\$.14 per page)
 - * specifications
 - * 3-Ring binders for reports – at cost
 - * bindings
5. **Printing:**
 - * B&W: \$.35/per square foot
 - * Color: \$.39/per square foot
 - * Mylars: \$2.00/per square foot
6. **Scanning:**
 - * \$.14/per 8 ½ x 11
 - * \$.35/per square foot
7. **CD Burning:**
 - * \$2.00/per CD
8. **Rental or purchased equipment:** Tools (e.g. scaffolding, special lighting, etc. for measuring and photographing existing building), at cost.
9. **Telephone charges:**
 - * Long distance charges: At cost
 - * Cellular telephone charges: \$.25 per minute
10. **Fax charges:**
 - * One page \$1.00 (minimum charge)
 - * Two or more pages \$.50 (per page up to \$10.00)
11. **Mail Deliveries:**
 - * Certified mail \$3.55, not including first class postage
 - * Return receipt \$2.85, not including first class postage
 - * Insurance \$1.95/\$50 per piece mailed
 - * Bulk mailings Large reports, etc., Client cost to mail, typically UPS ground
 - * Courier service Client cost to courier/deliver
 - * Overnight service Federal Express, UPS, etc., at cost to Client
12. **Consultant's Expenses:** With 10% mark-up

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Jim Edwards, P.E.

Authorized Representative:

Title: VP Risk Management

Date signed: 8/5/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 www.ctmale.com



June 8, 2021

Honorable Roger Tidball, Supervisor
Town of Duanesburg
5853 Western Turnpike, Duanesburg, NY 12056
Via Email: rtidball@duanesburg.net

**RE: Proposal for Preliminary Design Phase Services
Addition & Renovations to the Existing Town Hall Facility
5853 Western Turnpike, Duanesburg, NY 12056**

Mr. Tidball:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to submit for your consideration, preliminary design services for renovations and building addition at the existing Town Hall in Duanesburg, NY. We understand that the Town is looking to relocate town court functions to the basement level and to re-evaluate/reorganize the other town office function within the first floor level. The intention would be to build a 1-story addition at the basement level (approximately 10-12 feet deep), along with other interior improvements including HVAC upgraded in order to address the Town's needs.

At this time, it is recommended that preliminary design services be provided prior to commencing a full construction document, bid and construction phase scope of work. The goals of the preliminary design will be to develop the concept building plans, scope of work and systems to an adequate point at which the town can then agree upon the scope of the project along with the estimated costs of construction. Once agreed upon, a final scope of work can be developed to progress the preliminary design to a construction document level adequate for Public Bidding, and eventual construction.

PROJECT UNDERSTANDING

Based on C.T. Male's understanding of the Town's needs, the intended goals and elements for the facility will include the following:

1. Site Development: Limited impact. Assumption being the town will address any pavement or sidewalk improvements beyond 5 ft from the building perimeter, and the existing septic system, recently upgraded, is adequate.
2. Building Programming:
 - a. Address re-arrangement of interior programmatic spaces as it relates to the offices, courts and other functions of the facility.
 - b. New single story addition along the walkout basement level of the building.
 - i. Vestibule access
 - ii. Accessible unisex restroom
 - iii. New HVAC, electrical and plumbing systems as required. With an emphasis on improvements to ventilation within the facility.
 - iv. Revised office areas and secondary exit in accordance with town court needs.
 - c. Evaluation of existing HVAC and Electrical systems and considerations for upgrades and replacements based on age of existing systems and compliance with current Building, fire and life safety requirements.

C.T. MALE ASSOCIATES

Mr. Roger Tidball, Supervisor

June 8, 2021

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Under this proposal, services will include Preliminary Design Phase Services for the above referenced scope of work

BASIC SCOPE OF WORK

C.T. Male proposes to provide Preliminary Design Phase services as follows:

- 1) Preliminary Site Layout - limited in nature and meant to conceptually understand separation requirements and location of paved areas and site utilities.
 - a) Site layout will rely on available information from google aerial imagery and other public access information.
 - b) Existing as-builts to be provided by the Town for the adjacent septic field improvements.
- 2) Preliminary Building Design - Includes spacial arrangement of spaces as well as:
 - a) Building layout, shape, size, height to accommodate programmatic goals
 - b) Code and related accessibility requirements
 - c) Size/proportion
 - d) Door & Window locations
 - e) Special facilities/equipment
 - f) Preliminary building plans
 - g) Preliminary building elevations, understanding of style, appearance and budget available for construction
 - h) Mechanical, Electrical, Plumbing & Fire Alarm system(s) will be evaluated at this time and an outline report of recommended improvements and system will be provided. Design and further engineering of system are not included at this time.
- 3) Order of Magnitude - Preliminary Opinion of Probable Cost: It should be noted that project costs provided as part of the Preliminary Opinion of Probable Cost are not exact and are intended only as a preliminary guide. Actual project cost(s) may vary. C.T. Male uses diligence in preparing the information contained herein. At the time of this proposal, COVID-19 continues to have significant impacts on pricing and schedule making preliminary budget cost estimates and schedule projections challenging, which can result in more uncertainty than traditionally experienced. The Preliminary Opinion of Probable Cost will generally include:
 - a) Construction Costs
 - b) Contractor Supervision
 - c) Work required by General/Supplementary Conditions
 - d) Contractor Overhead & profit
 - e) Architectural/Engineering Fees

C.T. Male will explore two (2) preliminary addition and interior programming layouts and assist with the selection of a final best option. C.T. Male Associates will conduct on-site progress meetings with the Client for the purposes of presenting preliminary concepts, coordinating design revisions, and assisting in the selection of a final best option. The number of on-site meetings will be limited to two (2). At the meetings, C.T. Male Associates will be represented by at least one registered design professional.

In addition to progress meetings, representatives from C.T. Male Associates will visit the site to gather information about existing site conditions as necessary to develop the schematic designs.

C.T. MALE ASSOCIATES

Mr. Roger Tidball, Supervisor

June 8, 2021

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Additionally, C.T. Male Associates will use available site mapping and boundary data available, along with supplemental onsite physical measurements, to further advance the schematic designs. Topographic survey, geotechnical investigations, and SEQRA review services are not included in the scope of this proposal; however, they can be provided for an additional scope and fee as part of a future phase, if deemed necessary.

At the completion of this Preliminary Design Phase, the Client will receive one hard-copy set and one electronic copy (PDF format) of the documents produced. Services provided are limited to Preliminary Design Phase Services as listed above and deliverables will consist of building plans, elevations and an outline specification identifying the scope of improvements proposed. At the completion of this phase, a better understanding of the scope of service needed to proceed will be developed and submitted to the Town for review and approval before performing additional work.

ASSUMPTIONS AND EXCLUSIONS

- 1) This proposal assumes that C.T. Male Associates will have access to the site during our normal business hours.
- 2) Additional meetings beyond the quantity listed above.
- 3) Boundary and/or Topographic Survey
- 4) Additional designs, details, or cost estimates beyond those specifically listed above
- 5) Geotechnical and/or subsurface investigations, including percolation or infiltration tests
- 6) Out of scope issues include: Ecological Resources, Radon, Lead in Drinking Water, Cultural & Historic Resources, Wetlands, Regulatory Compliance, Industrial Hygiene, Health & Safety, Indoor Air Quality/Mold, Endangered Species, Asbestos, Lead Based Paint. If requested these services may be performed upon written approval as an additional service.
- 7) Bid or construction phase services
- 8) Construction plans, drawings and/or specifications.
- 9) Any other services not specifically identified in the Scope of Services.

COMPENSATION

Preliminary Design Phase Services shall be compensated for the stipulated lump sum amount of **Fourteen Thousand Nine Hundred Dollars (\$14,900.00)**, plus reimbursable expenses.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by C.T. Male and C.T. Male's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Fees paid for securing approval of authorities having jurisdiction over the Project;
3. Printing, reproductions, plots, standard form documents;
4. Postage, handling and delivery;
5. Renderings/models, professional photography, & presentation materials requested by the Town;
6. All taxes levied on professional services and on reimbursable expenses;
7. Site office expenses; and
8. Other similar Project-related expenditures.

C.T. MALE ASSOCIATES

Mr. Roger Tidball, Supervisor

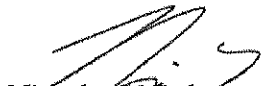
June 8, 2021

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I thank you for your consideration of C.T. Male to support you in this endeavor. As the project lead, I am prepared to attend the next board meeting to discuss C.T. Male's proposed approach and a timeframe for performing our services. Should you have any questions regarding this proposal or our approach to the Project, please feel free to contact me directly at (518) 786-7469, or by email at n.lobosco@ctmale.com.

Sincerely,

C.T. MALE ASSOCIATES



Nicholas M. Lobosco, R.A.

Project Architect/ Project Manager

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

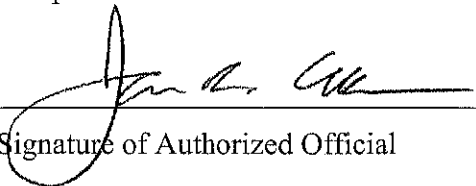
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Jim Edwards, P.E., VP Risk Management

8/5/2021

Recipient

Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

August 12, 2021

WHEREAS, the Town of Duanesburg Town Board has established Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Delanson Wastewater Treatment Plant (the “Delanson WWTP”) serves Duanesburg Sewer Districts Nos. 1 and 3;

WHEREAS, the Town Board retained Brunswick Electric for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

WHEREAS, Brunswick Electric has submitted an invoice, dated August 5, 2021, for Town Board review in the amount of **\$56,216.60** for services provided for the period ending July 31, 2021 (“Contractor Invoice No. 1”).

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 1 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Brunswick Electric in the amount of **\$56,216.60**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 12, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

August 6, 2021

Roger Tidball
Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Sub: Contract TD1-E-20
Payment Request #1

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 1 for Brunswick Electric, the contractor for the subject project, for the period ending July 31, 2021 in the amount of **\$57,216.60**. The balance to finish including retainage equals **\$229,027.40**

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested by the contractor.

Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Certified Payroll
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

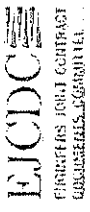
Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SDI\Long Term Improvements\Construction\pay apps\Electric\TD1-E-20 Pay App 1 CL.doc

CC: Town Clerk (w/enclosures)
TD1-E-20- File (w/enclosures)



Contractor's Application for Payment No. 1

Application: 7/30/2021
 Application Date: 08/04/2021

From (Contractor):
 Brunswick Electric, Inc., 290 Hookick Street, Troy, NY 12180

Via (Engineer):
 Delaware Engineering, DPC, 55 South Main Street, Cortecora, NY 13820

Contract: Electric Work
 CWSRF Project No.: C4-5169-06-00

Contractor's Project No.: 21-608

To: Town of Duaneburg
 5873 Western Turnpike
 Duaneburg, NY 13856

Project: Delanson WWTP Long term Improvements

Owner's Contract No.: T01-E-20

Application For Payment
Change Order Summary

Amount	Change Order Number	Number	Additions	Deductions
1. ORIGINAL CONTRACT PRICE				\$ 5286,689.00
2. Net change by Change Orders				\$
3. Current Contract Price (Line 1 + 2)				\$ 5286,689.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)				\$ 560,228.00
5. RETAINAGE:				
a. 5%	X		\$8,900.08 Work Completed	\$ 845.00
b. 5%	X		\$51,338.00 Stored Material	\$ 2,566.40
c. Total Retainage (Line 5a + Line 5b)				\$ 31,011.40
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)				\$ 557,316.60
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)				\$
8. AMOUNT DUE THIS APPLICATION				\$ 557,316.60
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above)				\$ 2,229,027.40

Payment of: \$ 57,216.60
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Contractor's Certification

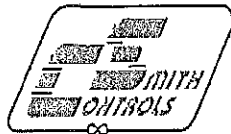
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Richard Livsey
 By: Richard Livsey, President Date: 08/05/2021



SMITH CONTROL SYSTEMS, INC.
 1839 Route 9H
 Hudson, NY 12534
 UNITED STATES
 (518)-828-7646

INVOICE

PAGE 1

INVOICE DATE 7/21/2021
 INVOICE NO 15825

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BR3695
 Brunswick Electric, Inc.
 290 Hoosick Street
 Troy, NY 12180

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TOTAL DUE 43,800.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	TERMS DESCRIPTION	CUSTOMER PO NO	ORDER DATE
MPK		8/20/2021	7/21/2021	Net 30 Days	21-808	4/9/2021

TYPE	RESOURCE	DESCRIPTION	HRS / QTY	RATE / PRICE	AMOUNT	TX
Project: 21P-022	Duanesburg WWTP Improvements					
Phase: C Panel	Master Control Panel					
Task: Instrument	Field Instrumentation Expense					
Fixed Fee Billing		Duanesburg Instrumentation	1.0000	21,400.0000	21,400.00	0
Phase: Design	Design, Submittals, Drawings					
Task: Engineer	Project Engineering					
Fixed Fee Billing		Duanesburg Submittals	1.0000	22,400.0000	22,400.00	0

Thank you for your order.

TAXABLE	NONTAXABLE	SALES TAX	TOTAL
0.00	43,800.00	0.00	43,800.00
TOTAL DUE			43,800.00

MID-HUDSON CONTROLS INC

1379 INDIAN FIELDS RD
P.O. BOX 219
FEURA BUSH, NY 12067

Invoice

Date	Invoice #
8/4/2021	5114

Bill To
BRUNSWICK ELECTRIC 290 HOOSICK STREET TROY, NY 12180

Ship To
BRUNSWICK ELECTRIC 290 HOOSICK STREET TROY, NY 12180 TAG: TOWN OF DUANSBURG DELANSON WWTP

P.O. No.	Terms	Ship Date	Project
21-608	Net 30	8/4/2021	

Item	Description	Qty	Amount
TOTAL	35 % OF THE TOTAL FOR TOWN OF DUANSBURG DELANSON WWTP	0.35	5,390.00
Sales Tax (0.0%)			\$0.00
Total			\$5,390.00

Phone #	Fax #	E-mail
(518) 478-7828	(518) 478-7808	midhudsoncontrol@aol.com



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR
Brunswick Electric, Inc.
ADDRESS: 290 Hoosick Street
Troy, NY 12180
PROJECT AND LOCATION
Town of Duaneburg
Delson WWTP Long Term Improvements
PROJECT OR CONTRACT NO.
Contract #TD1-E-20
OMB No.: 1235-0008
Expires: 01/31/2015

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) SOCIAL SECURITY NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(6) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			(4) DAY AND DATE										FICA	WITH- HOLDING TAX	NYS Withholding	DRL		OTHER	TOTAL DEDUCTIONS
			26	27	28	29	30	31											
Livsey, Richard Troy, New York xxx-xx-6482	0	Electrician			8.00					8.00	71.40	\$213.37	\$360.00	\$138.12	\$0.60	\$400.00	\$1,112.09	\$1,677.03	
Livsey, Richard Troy, New York xxx-xx-6034	0	Electrician			8.00					16.00	71.40	\$216.95	\$493.00	\$156.42	\$0.60	\$289.11	\$1,156.08	\$1,679.97	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.6(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.6(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date August 4, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by Brunswick Electric, Inc. on the 26 day of July, 2021, and ending the 30 day of July, 2021 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Brunswick Electric, Inc. from the full (Contractor or Subcontractor) (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987, 76 Stat. 357, 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work to be performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH


- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE
Barbara Livsey
Secretary

SIGNATURE


THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Project:	Johnson WYTP Long Term Improvements		Pay Req. #:		1		Period Covered:		7/1/2021		Location:		A		B		C		D		E		F		G		H		I	
Contractor:	Brunswick Electric		Pay Req. #:		1		Period Covered:		7/1/2021		Location:		A		B		C		D		E		F		G		H		I	
Work Item Number	Description of Work	Change Order Number	Unit	Quantity	Unit Price	Scheduled Value	Quantity Previous	Quantity This Period	Quantity To Date	Materials Stored (Mtr in D or E) This Period	Work Completed This Period	Materials Stored (Mtr in D or E) This Period	Total Completed & Stored To Date	Percent Complete (G/C) To Date	Balance To Finish (C - G)	Retainage Percent	Value													
1.01	Mkt/Dump, bonds, insurance, etc		Lump Sum	1	\$ 4,000.00	\$ 4,000.00	0.00	1.00	1.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00	100%	\$ -	5	\$ 200.00													
2.01	Equalization Building		Lump Sum	1	\$ 35,500.00	\$ 35,500.00	0.00	0.05	0.05	\$ -	\$ 1,900.00	\$ 2,138.00	\$ 3,838.00	11%	\$ 31,592.00	5	\$ 198.90													
3.01	Blower Building		Lump Sum	1	\$ 15,400.00	\$ 15,400.00	0.00	0.16	0.16	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	19%	\$ 12,900.00	5	\$ 128.00													
4.01	Fluor Building		Lump Sum	1	\$ 8,500.00	\$ 8,500.00	0.00	0.07	0.07	\$ -	\$ 600.00	\$ -	\$ 600.00	7%	\$ 7,700.00	5	\$ 30.00													
5.01	SCADA		Lump Sum	1	\$ 223,488.00	\$ 223,488.00	0.00	0.00	0.00	\$ -	\$ -	\$ 48,190.00	\$ 48,190.00	22%	\$ 174,298.00	5	\$ 2,459.50													
SUBTOTAL-GENERAL BASE BID WORK																	\$ 286,688.00	0.178937	0.03	0.2101	\$ 51,528.00	\$ 60,228.00	\$ 228,461.00	21.01%	\$ 228,461.00					
CHANGE ORDER WORK																														
1	None				\$0.00	\$0.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	5	\$ -													
SUBTOTAL-CHANGE ORDER WORK																	\$ -	0.00	0.00	0.0000	\$ -	\$ -	\$ -	0.00%	\$ -					
FINAL CONTRACT TOTALS INCLUDING CHANGE ORDER WORK																	\$ 286,688.00	0.36	0.03	0.2891	\$ 102,656.00	\$ 60,228.00	\$ 228,461.00	21.01%	\$ 228,461.00					
SUMMARY (Page 1 of A14 Form)																														
1	ORIGINAL CONTRACT SUM				\$ 286,688.00																									
2	Net Change By Change Order				\$ -																									
3	Line 1 + 2 CONTRACT SUM TO DATE				\$ 286,688.00																									
4	TOTAL COMPLETED & STORED TO DATE (Sum of Column G)				\$ 60,228.00																									
5	RETAINAGE (Sum of Column I)				\$ 3,011.40																									
6	TOTAL EARNED LESS RETAINAGE				\$ 57,216.60																									
7	LESS PREVIOUS PAYMENTS				\$ -																									
8	Line 6-7 CURRENT PAYMENT DUE				\$ 57,216.60																									
9	Line 3-6 BALANCE TO FINISH INCLUDING RETAINAGE				\$ 229,472.40																									

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

August 12, 2021

WHEREAS, the Town Supervisor, acting as chief executive officer, has negotiated certain changes to the collective bargaining agreement in place with AFSCME Council 66, Local 1030A, Schenectady County Town & Village Employees Union as set forth in the annexed document entitled “Agreed Proposals 2020,” and

WHEREAS the negotiated changes to the collective bargaining agreement in place with AFSCME Council 66, Local 1030A, Schenectady County Town & Village Employees Union as set forth in the annexed document entitled “Agreed Proposals 2020,” have been ratified by a vote of the members of the Highway Department bargaining unit represented by the Union.

NOW, THEREFORE, BE IT RESOLVED, the Town Board ratifies the proposed amendments to the collective bargaining agreement in place with AFSCME Council 66, Local 1030A, Schenectady County Town & Village Employees Union as set forth in the annexed document entitled “Agreed Proposals 2020,” and authorizes and directs the Town Supervisor to execute an amended collective bargaining agreement incorporating the proposed amendments.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 12, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

TOWN OF DUANESBURG
AND
SCHENECTADY COUNTY TOWN & VILLAGE EMPLOYEES UNION
LOCAL 1130A

Union Contract

January 1, 2021-December 31, 2026

NEW YORK COUNCIL 66 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES

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This Agreement entered into by the Town of Duanesburg, New York, hereinafter referred to as the "Employer", and Local 1130A and Council 66 of the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all Highway Employees of the Employer excluding the Superintendent of the Highway Department, and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union the unchallenged representation status in the above described bargaining unit for the maximum period permitted by law.

ARTICLE II UNION SECURITY

SECTION 1. AGENCY SHOP

a. Each Employee who, on the effective date of this Agreement, is a member of the Union, shall, maintain his membership in the Union for the duration of this Agreement. Each Employee hired on or after the execution of this Agreement, shall become a member of the Union thirty (30) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union for the duration of the Agreement.

b. Any present or future employee who is not a Union member and who does not make application for membership, shall pay to the Union each month a service charge for representation of an amount equal to the regular monthly dues, for the duration of this Agreement.

SECTION 2. CHECK-OFF OF UNION DUES

a. All employees covered by this Agreement shall tender their membership due to the Union by signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union.

b. The Employee agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employee and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues Form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union Dues and any additional deduction for any program made available through the Union.

c. Payroll deduction of Union Dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the employee

and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

d. The aggregate total of all such deductions together with a list from whom dues have been deducted, shall be remitted to the designated Financial Officer of New York Council 66, AFSCME, AFL-CIO, 4201 Buffalo Road, North Chili, New York 14514, on or before the twentieth (20th) of every month.

e. Revocation of authorization cards shall be subject to conditions contained thereon.

f. Any change in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer,

SECTION 3. NOTIFICATION OF NEW EMPLOYEES

The Employer agrees to submit to the unions annually a list of new employees hired, their job classification, home addresses, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

SECTION 4. PLEDGE AGAINST DISCRIMINATION AND COERCION

a. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provision of the Agreement.

b. All references to employees in this Agreement designated both sexes, and wherever the male gender is used, it shall be construed to include the male and female employees.

c. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

d. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION 5. ACCESS TO PREMISES

The Employer agrees to permit representative of the International Union, the Union Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Council sponsored insurance programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employees.

SECTION 6. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, appropriated Union representatives who are employees shall be allowed to:

- Post Union Notices
- Distribute Union Literature
- Solicit Union Membership during other employee's non-working time

- Transmit communications authorized by the Local Union or its officers to the Employer or his representatives
- Consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement.

SECTION 7. BULLETIN BOARDS

The Employer agrees to provide a 3' x 4' bulletin board for the exclusive use of the Union to post notices and other Union information at the work institution.

SECTION 8. CONTRACT NEGOTIATIONS

The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meeting are held during their regular working hours.

SECTION 9. AID TO OTHER UNIONS

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining of the part of the Employer of those designated as his representatives or subordinated staff for any purpose, and that the payroll deduction of dues for any such other organization shall not be permitted.

ARTICLE III HOURS OF WORK

SECTION 1. REGULAR HOURS

The regular hours of work shall be consecutive. References to consecutive hours of work in the balance of the Article shall be construed to exclude lunch periods.

SECTION 2. WORK WEEK

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive.

SECTION 3. WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period commencing from an employee's regular starting time shall constitute the regular work day.

SECTION 4. WORK SHIFT

Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise started elsewhere within this Agreement.

SECTION 5. WORK SCHEDULE

- a. Work schedules showing the employee's shifts, workdays, and hours shall be posted on the department bulletin boards at all times.
- b. Work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

SECTION 6. REST PERIODS

- a. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift.
- b. Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

SECTION 7. LUNCH PERIODS AND MEALS

All employees covered by this Agreement shall have an unpaid lunch period of at least one-half (1/2) hour.

**ARTICLE IV
REPORTING TIME**

SECTION 1. SHOW-UP TIME

- a. Any employee who is scheduled to report to work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report.
- b. If work on the job is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work. If the employee works any part of the four (4) hours.

SECTION 2. CALL TIME

- a. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1 ½).
- b. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1 ½) until the commencement of his regular shift. The employee shall then be paid for the balance of his regular work shift at the regular rate of pay.
- c. Any employee required to work for emergency duty in addition to his regular scheduled shift shall be allowed ½ hour off with pay for the purpose of eating.
- d. Under no circumstances shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another shift which either begins at the end of the employee's regular work shift or anytime thereafter.

SECTION 3. PREMIUM RATES OF PAY

- a. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week; all work performed before or after a scheduled work shift; and all work performed on Saturday and Sunday.

b. The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within first days of their work week. These employees shall be paid time and one-half (1 ½) for all work performed on the sixth (6th) and seventh (7th) day in their regular work week.

c. Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (½) hour off with pay for the purpose of eating. A similar one-half (½) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

SECTION 4. DISTRIBUTION

a. Overtime work shall be distributed equally to employees working within the same job classification and within a department or unit subdivision. The distribution of overtime shall be equalized over each three (3) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement. Upon the exhaustion of the list of employees within a particular department, overtime may then be offered to employees on the same basis in other departments.

b. On each occasion, the opportunity to work overtime shall be offered to the employee within job classification who had the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work.

c. A record of overtime hours worked by each employee shall be posted on the department bulletin board monthly. The cumulative overtime hours on the posted overtime record for all employees will start at zero (0) on the first day after each negotiated Agreement is signed. Any new bargaining unit employees will get averaged in, on the overtime list, when they are qualified to start working overtime and have been properly trained on the piece of equipment according to the Union Representative and the Highway Superintendent.

d. Any offer of overtime refusal shall be considered as time worked.

e. When any bargaining unit employee is out of work for fifteen (15) or more calendar days, the employee will be averaged in for the overtime worked while the employee was absent.

SECTION 5. OVERTIME PAY

All overtime worked shall be paid promptly, no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime.

ARTICLE V SENIORITY

SECTION 1. DEFINITION

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

SECTION 2. SENIORITY LISTS

Every six (6) months the Employer shall post on all bulletin boards, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and the date of hire of all employees in the unit entitled to seniority.

SECTION 3. BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

ARTICLE VI WORK FORCE CHANGES

SECTION 1. PROMOTION & FILLING OF VACANCIES (NON-COMPETITIVE & LABOR CLASSIFICATIONS)

a. The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such postings shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such postings shall be for a period of not less than ten (10) working days.

c. During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

d. The Employer shall fill such job openings or vacancies, from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified, the employee with the greatest seniority.

e. A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the Employer on all bulletin boards within two (2) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.

f. Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

SECTION 2. TEMPORARY JOB OPENINGS

a. Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

b. Temporary job openings in higher classifications shall be filled by Employer assignment or reassignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions. When it is necessary for higher classification employees to work in lower classifications and no one volunteers for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected and so on up until the necessary employees required has been achieved.

c. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

SECTION 3. DEMOTIONS

a. The term demotion, as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.

b. Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff.

c. No demotion shall be made for disciplinary reasons.

d. An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Services examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

SECTION 4. LAYOFF

a. In the event the Employer plans to lay off employees for any reason, the Employer shall notify the Union to review such anticipated layoff at least fifteen (15) days prior to date such action is to be taken.

b. When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, the regular employees shall be laid off in the inverse order of seniority.

c. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

d. Employees to be laid off will have at least thirty (30) calendar days notice of layoff.

e. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority. Such employee may, if he so desires, bump an employee in an equal or lower job classification provided the bumping employee had greater seniority than the employee whom he bumps.

SECTION 5. RECALL

a. When the work force is increased after a layoff, employees will be recalled according

to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period of time equal to his seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

SECTION 6. CONSOLIDATION OR ELIMINATION OF JOBS

a. It is understood and agreed that the Employer will notify the Union within ten (10) days in writing, of any decisions involving a change in its facilities or operations, whether such decision involves a partial or total closure or termination of any facilities or operations, a consolidation, or a partial or total relocation or removal of any facilities or operations.

b. Except as otherwise agreed to by the Union, the Employer shall not take any action to effectuate or implement any such change, where such action would affect the employees covered by this contract, for a period of at least thirty days (30) from the date of such notice.

c. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the service of the Employer. An employee transferred as a result of the application of this provision shall be given any training needed to perform satisfactorily the job to which he is transferred.

SECTION 7. SHIFT PREFERENCE

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

SECTION 8. TEMPORARY EMPLOYEES

a. Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions are not available to fill such positions on a temporary reassignment. Temporary employees shall be allowed to operate all mowing equipment, and with the agreement of the Union Shop Steward and Highway Superintendent, shall be allowed to operate other equipment when required.

b. The rate of pay for temporary or part-time employees shall be determined by the Town.

SECTION 9. SUPERVISORY EMPLOYEES

a. **Supervisory employees shall not engage in work properly belonging or assigned to other employees in the bargaining unit, except in cases where an emergency exists, and no qualified person is available.**

1. **Qualified Employees with CDLs will provide training to other employees when needed. In the event that no qualified employees are available, Highway Superintendent may provide training provided he/she is qualified and must possess proper license for on road vehicles (CDL).**

ARTICLE VII HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED

- a. The following days shall be recognized and observed as paid holidays:

New Year's Day	General Election Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth (June 19th)	Friday following Thanksgiving
Independence Day	Christmas Day

- b. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. The day a holiday shall be observed may be changed if agreed by the Highway Department Superintendent and the majority of the bargaining unit.

SECTION 2. ELIGIBILITY REQUIREMENTS

- a. Employees shall be eligible for holiday pay under the following conditions:
 - i. The employee would have been scheduled for work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff or sick leave, and;
 - ii. The employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer or he is absent for any reasonable purpose.
- b. If a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a lieu day for that day.

SECTION 3. HOLIDAY PAY

Eligible employees who perform no work on a holiday, shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

SECTION 4. HOLIDAY WORK

If an employee works on any of the holidays listed above, except New Year's Day, Thanksgiving Day or Christmas Day, he shall be paid, in addition to his holiday pay, time and one half (1 ½) for all hours worked.

SECTION 5. HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all un-worked holiday hours for which an employee is compensated shall be regarded as hours worked.

SECTION 6. HALF-DAY HOLIDAYS AND RELIGIOUS OBSERVANCES

a. The day before Christmas and the day before New Year's shall be considered half-day (½) day holidays. Employees shall only be required to work four (4) hours on these days but shall be paid for eight (8) hours. If any work is required in addition to the four (4) hours, then such work performed shall be paid for at the employee's overtime rate.

b. Employees required to work Easter Sunday and Yom Kippur, shall be permitted to attend such services without loss of time or pay.

c. Employees that work on New Year's Day, Thanksgiving Day or Christmas Day shall be paid, in addition to their holiday pay, at a double time rate for all hours worked.

**ARTICLE VIII
VACATIONS**

SECTION 1. VACATION SCHEDULE

All employees covered by this Agreement shall be entitled to five (5) work days vacation after one (1) year of service; ten (10) work days after two (2) years of service and then on additional day for each year after two years of service up to seventeen (17) years of service. After seventeen (17) years of service, employees will receive 25 days vacation until the employee has thirty (30) years of service. When employees have thirty (30) years of service, employees will receive thirty (30) days vacation.

SECTION 2. CHOICE OF VACATION PERIOD

a. Vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

b. Vacation periods may be taken each year. Vacations shall be picked by October 1st each year.

c. **Employees may carry over a maximum of five (5) days, or forty (40) hours, vacation.**

d. **Employee must submit the official "Request for Leave" form at least three (3) days before desired time off. The Employer must inform the employee in writing no later than two (2) business days, or forty-eight (48) hours, after the requested time off is submitted as to whether the requested leave has been approved or denied. If the employer does not inform the employee within two (2) business days, or forty-eight (48) hours, the leave shall be considered approved.**

1. **Employees are required to submit full week leave requests, two (2) weeks in advance for leave requested during the months of December, January,**

February, and March. The Employer must inform the employee in writing no later than two (2) business days, or forty-eight (48) hours after the requested time off is submitted, as to whether the requested leave has been approved or denied. If employer does not inform employee within 2 business days (48) hours, the leave shall be considered approved.

SECTION 3. HOLIDAY DURING VACATION PERIODS

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee shall receive one additional day vacation to be taken at a later date.

SECTION 4. WORK DURING VACATION PERIOD

Any employee who is required to and does work during his vacation period shall be paid for all regular hours worked at the rate of time and one-half (1 ½) his regular rate and for overtime hours worked at a rate of two (2) times his regular rate of pay. In addition, the employee's vacation with pay shall be rescheduled to any future period the employee may request.

SECTION 5. VACATION RIGHTS IN CASE OF LAYOFF OR SEPARATION

a. Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

b. In the case of the death of such employee, such payment shall be made to his estate.

**ARTICLE IX
LEAVES OF ABSENCE**

SECTION 1. ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence after six (6) months service with the Employer.

SECTION 2. APPLICATION FOR LEAVE

a. Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the appropriate length of time off the employee desires.

b. Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

c. Any request for a leave of absence shall be answered promptly. Requests for immediate leaves because of special urgency shall be answered before the end of the shift on which the request is submitted.

d. A request for a short leave of absence, not exceeding one (1) month shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

e. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested.

ARTICLE X PAID LEAVES

SECTION 1. BEREAVEMENT

In the event of death in the family of an employee, spouse, parents, children, sister, brother, five (5) days leave shall be granted with full pay. In the event of death in the family of an employee, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, the employee shall be granted three (3) full days leave of absence with full pay.

SECTION 2. PERSONAL LEAVE

Employees shall be entitled to five (5) personal days each year, non-cumulative, to be used whenever needed. Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance, except in case of emergency, by submission of an official "Request for Leave" form. The Employer must inform the employee in writing no later than the end of the shift as to whether the requested leave has been approved or denied. Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days may be taken in half-day sequences. Any personal leave days not used by an employee shall NOT be applied to sick leave credits of the employee at the end of the calendar year.

SECTION 3. JURY DUTY

Employees shall be granted a leave of absence with pay anytime they are required to report for jury duty or jury service.

SECTION 4. CIVIL DUTY

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the period necessary, up to a maximum of three (3) work days. However, it is understood by the parties that an extension of time may be granted to an employee at the discretion of the Employer.

SECTION 5. UNION LEAVE

One (1) member of the Union who is elected or designated to attend any function of the International Union, Council or other body to which it is affiliated, shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, provided that the said time is of a reasonable duration, and that advance notification is given to the Employer in writing by the Union at least five (5) work days prior to such date the particular function is scheduled. Not to exceed five (5) days a year.

SECTION 6. MILITARY SERVICE LEAVE

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity and shall be paid in accordance with military law.

ARTICLE XI SICK LEAVE

Sick Leave is absence with pay necessitated by the illness or disability of the employee or his/her family members. Sick Leave is allowed only in the case of necessity and actual sickness or disability of the employee, or members of the employee's family.

SECTION 1. ALLOWANCE

- a. Any employee contracting or incurring any non-service-connected sickness or disability, is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.
- b. Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.
- c. Employees shall be allowed one day of sick leave for each month worked. Sick leave shall be earned by an employee for any month in which the employee is compensated for eighty (80) or more hours of work.
- d. An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.

SECTION 2. ACCUMULATION

Employees shall start to earn sick leave from their date of hire and they shall accumulate sick leave as long as they are in the service of the Employer up to a maximum of one hundred twenty (120) days accrual. (Exception — Steve Ash remains at one hundred fifty (150) days)

SECTION 3. UNUSED

- a. Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment by reason of death, retirement or permanent disability. In the event of death, payment is to be made to the estate of the employee.
- b. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.
- c. All employees may, upon separation, sell back all of their unused sick leave at one-half (½) their rate of pay.

SECTION 4. ABSENCE DUE TO INJURY AND WORKERS' COMPENSATION

- a. The Employer shall provide coverage for all employees covered by this Agreement under the Workers' Compensation Law of New York State Employers' Law.

b. Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who are eligible to receive Workers' Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted from sick leave credits or accrued vacation leave, and shall cease when such credits are exhausted.

SECTION 5. NOTICE TO EMPLOYER

Employee must call-in their desire to use a "sick day" no later than the start of the shift and can call any time before the start of the shift. Call-in contact can be made to the Highway Superintendent by calling the office phone number or the Superintendent's cell phone and leaving a message or by sending a text message if not able to reach the Superintendent directly. If Superintendent contact is unattainable, employee shall call the Town Supervisor's office to leave the message.

ARTICLE XII UNPAID LEAVES

SECTION 1. REASONABLE PURPOSE

Leaves of absence without pay and not to exceed six (6) months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.

Reasonable purpose in each case shall be agreed upon by the Union and the Employer.

SECTION 2. UNION BUSINESS

a. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

b. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union, such request shall be presented at least thirty (30) days prior. A leave of absence for such union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period at any time upon request of the Union.

SECTION 3. MATERNITY

Maternity leaves, not to exceed nine (9) months, shall be granted at the request of an employee. Maternity leaves shall, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months, provided written notice is given to the Employer prior to two (2) weeks before the termination of the first nine (9) month period.

SECTION 4. EDUCATION

a. After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of leave of absence shall not exceed one (1) year but may be extended or renewed at the request of the employee.

b. One (1) year leave of absence with any requested extension for education for educational purposes shall not be provided more than once every three (3) years.

c. Employees shall also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability.

SECTION 5. EMPLOYMENT OPPORTUNITIES

Employees shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally, for trial periods, or for periods necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

**ARTICLE XIII
WAGES AND CLASSIFICATION**

SECTION 1. WAGE SCHEDULE AND CLASSIFICATION

a. Employees shall be compensated in accordance with the wage schedule established in negotiations effective January 1, 2015 attached to this Agreement and marked Appendix "A".

b. If, during the term of this Agreement, the Union requests job re-evaluations or a change in existing job specifications, or the development of new specifications, the Employer agrees to negotiate on the matter. If within thirty (30) calendar days of such negotiations, mutual agreement cannot be reached then the matter shall be referred to the arbitration procedures of this Agreement.

SECTION 2. PAY PERIOD

The salaries and wages of the employees shall be paid weekly. In the event this day is a holiday, the preceding day shall be the pay day. If the pay day falls on their regular day off, such employees shall be paid on the last work day of their regular week.

**ARTICLE XIV
NEW YORK STATE DISABILITY**

a. The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

b. Employees shall receive a supplemental sum equal to the difference between their wages and their Disability Benefits upon their options but such supplemental sum shall be deducted from sick leave credits, or vacation credits, when sick credits have been exhausted. If an employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his disability, he shall be required to endorse his disability compensation checks back to the Employer. Upon exhaustion of all sick leave credits an employee may have accumulated, the employee shall then no longer be required to endorse his compensation check over to the Employer. This shall cease when all accrued leave are exhausted.

**ARTICLE XV
UNEMPLOYMENT COMPENSATION**

The Employer agrees to cover each employee under the Unemployment Compensation Laws of the State of New York.

ARTICLE XVI
HOSPITALIZATION AND MEDICAL BENEFITS

- a.
1. The Employer agrees to provide hospitalization and medical coverage for all employees and their eligible dependents, as offered by the Town of Duanesburg at no cost to the employee for the term of this Agreement. The plan offered may change from time-to-time during the course of this Agreement (Any new Plan will replace the existing one during the term of this Agreement. This will be done by a separate MOA.)
 2. The Town will notify AFSCME as soon as practicable (no less than 30 days before discontinuance) that the carrier or the Town has determined to discontinue the Plan.
 3. The Town and AFSCME will meet and confer jointly to determine if there is a suitable, and comparable, alternative plan(s) available to offer to the members of Local 1130A, taking into account both the level of premium and the level of benefits offered by the alternative plan(s).
 4. There will be a Memorandum of Agreement (MOA) agreed to and signed by both parties to supplement this Agreement as written with the new Plan (changes) described.
 5. Effective January 1, 2017, the co-pay under the Plan for office visits and prescription drugs shall be \$30.00. During the term of this Agreement (i.e., until December 31, 2020), the Town will reimburse \$15.00 to the employee each time a co-payment is made by the employee. Payment will be made within 30 days of submittal by the employee of a receipt for the co-pay to the Supervisor's Office.
 6. Employees hired on or after June 1, 2017 will only be offered the then-current Town Board approved Health Insurance Plan as provided to other Town employees and pay the corresponding same contribution and co-pays of that Plan, but contributions will be capped at no more than 33% of the cost of the Health Insurance Plan.
- b. The Employer agrees that this coverage shall also apply to all retired employees and their eligible dependents and surviving spouse, if the employee retires from the Town after ten (10) years of service under the retirement plan maintained by the Employer. When said employee reached age sixty-five (65), the Employer will be responsible for only portion not covered by Federal Medicare insurance programs and premium reimbursement shall be made to the employee for this coverage.
- c. The hospitalization and medical provisions of this Agreement shall be available for all employees covered by this Agreement who have completed thirty (30) days employment with the Employer.
- d. Coverage will be terminated upon the absence of the employee from the active payroll for thirty (30) consecutive days or more for any reason other than absence because of sickness or

disability. In the case of sickness or disability, coverage will be continued for up to a maximum of two (2) years.

e. **Any employee who can demonstrate annually that he/she is adequately on an alternative insurance plan shall be permitted to opt out of the current Plan. Employees exercising this option shall be reimbursed at the rate of eighteen hundred dollars (\$1,800.00) effective January 1st, 2022.**

f. Any employee wishing to be reinstated to the current Plan after exercising his/her option, pursuant to (e) above, shall be permitted to do so, provided that he/she pay to the Town a pro-rata share of buy-out monies received.

g. The Employer agrees to furnish each full-time employee and dependents covered by this Agreement, reimbursement for optical care up to a maximum of three hundred (\$300.00) dollars per family, per year.

ARTICLE XVII RETIREMENT PLAN

a. The Employer shall provide for each employee, coverage under Section 75(c) of the New York State Retirement Plan.

b. The Employer further agrees that it will send during the month of February each year, a letter or payroll notice to each employee who at that time have six (6) months or more continuous service and who has not yet become a member of the Plan. This letter or notice will advise the employee of the existence of the Plan, the employee's eligibility for enrollment in the Plan, and the fact that the cost of membership under the Plan would be paid by the Employer. The Employer will furnish the Union with a list of employees to whom the letter of notice was sent.

ARTICLE XVIII SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCES

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement shall be settled in the following manner:

- Step 1: The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the employee's Highway Superintendent within ten (10) work days of its occurrence; if at any time the Steward or other authorized representative of the Union is unaware of the grievance, he shall take it up within ten (10) days of his knowledge of its occurrence. The Superintendent shall then attempt to adjust the matter and shall respond to the Steward within one (1) work day.

- Step 2: If the grievance still remains unadjusted, it shall be presented by the Unit Chairman and/or his authorized representative to the Town Supervisor in writing within five (5) work days after the response of the Highway Superintendent is due. The Town Supervisor shall schedule a meeting within five (5) work days after the receipt of the grievance with the Union Grievance Committee. The Town Supervisor shall within five (5) work days of such meeting, set forth an answer in writing to the Local Union President, with copies to each of the Committee.
- Step 3: If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Supervisor is due, by written notice to the other, request arbitration.

SECTION 2. ARBITRATION PROCEDURE

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.
- b. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.
- d. Expenses for the arbitrator's services and proceeding shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge, to the other party and to the arbitrator.

SECTION 3. MATTERS RELEVANT TO GRIEVANCE PROCEDURES

- a. The time limits in the grievance procedure may be extended by mutual agreement in writing.
- b. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- c. Neither the Department Head nor the arbitrator may consider any evidence of facts which may have not been previously discussed between the parties unless otherwise agreed upon by the parties.
- d. In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union's representative.

SECTION 4. STEWARDS AND GRIEVANCE COMMITTEE

a. Employees selected by the union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards and the names of other union officers and representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

b. Any grievance committee meetings with the Employer, shall be held during working hours, when practical, on the Employer's premises and without loss of time or pay.

c. There shall be at least one (1) steward and one (1) assistant steward on each work shift.

SECTION 5. PROCESSING GRIEVANCES DURING WORKING HOURS

Grievance committee members may investigate and process grievances during working hours without loss of pay. Not to exceed fifteen (15) minutes per day, per grievance.

SECTION 6. LABOR-MANAGEMENT COMMITTEE

Upon request of either party, conferences shall be held between representatives of the Employer and at least two (2) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangement for such meetings shall be made in advance and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the union shall suffer no loss of time or pay should such meeting fall within their regular scheduled work hours.

ARTICLE XIX DISCIPLINE AND DISCHARGE

SECTION 1. EXERCISE OF RIGHTS

a. The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be set forth in the following sections.

b. Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge.

c. Disciplinary action may be imposed upon any employee only for failing to fulfill his responsibilities as an employee. When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times and places. The written notification shall indicate that one (1) copy had been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

d. Prior to the exhaustion of institution of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay for up to thirty (30) days. However, such determination shall be reviewable by the arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this Agreement. In any case, the disciplined employee,

upon request, will be allowed to discuss his discharge or discipline with his Steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.

SECTION 2. DISPUTES AS TO DISCIPLINE AND DISCHARGE

When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the 2nd Step of the grievance procedure within ten (10) work days of receipt of such notification, and the matter shall be handled in accordance with this procedure throughout the arbitration step, if deemed necessary for the Union.

SECTION 3. REINSTATEMENT

If, in any case where an employee had been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the arbitrator.

SECTION 4. LIMITATIONS

An employee shall not be disciplined for acts which occurred more than ninety (90) days of the occurrence or knowledge of the occurrence prior to the imposition of the discipline.

ARTICLE XX GENERAL PROVISIONS

SECTION 1. WORK RULES

- a. The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been agreed upon by the Employer and the Union, and in addition, have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.
- b. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.
- c. An unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

SECTION 2. SAFETY ENFORCEMENT

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any Local, State or Federal health safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

SECTION 3. JOINT SAFETY COMMITTEE

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union Representatives, the number of members to be agreed upon. This committee will advise management of all safety activities. The Joint Safety Committee shall:

1. Make immediate and detailed investigations of each accident to determine fundamental causes;
2. Develop data to indicate accident causes and injury rates;
3. Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;
4. Promote safety for workers and participate in making the safety program known to all workers;
5. Conduct meetings during work hours without loss of pay for the sole purpose of discussing accident prevention and developing corrective measures.

SECTION 4. PROTECTIVE CLOTHING

a. Protective clothing and rain wear shall be furnished to the employees by the Employer, the cost of which shall be paid by the Employer.

b. The Employer will provide each full-time employee a work clothes allowance with a maximum amount of \$200.00 per year.

c. Employees will be required to wear steel toed safety boots. The Employer will pay up to \$150.00 each year for the employee's boots.

d. The Employer will pay up to \$125.00 each year for prescription safety glasses with side shields for each employee.

SECTION 5. DISABLED EMPLOYEES

The Employer shall make every effort to place employees, who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform.

SECTION 6. FULL WORK CREWS

Snow Removal: Snow plows and Sno-Go's shall be operated with no less than one (1) operator and one (1) other employee.

SECTION 7. MANAGEMENT RIGHTS

The Employer reserves the exclusive right to manage the business of the Town of Duanesburg and to direct the employees in the discharge of their duties. The right to manage and direct employees includes the right to hire, suspend or discharge for proper cause, the apportionment of working force and the right to control the Town's property. In the exercise of these rights, the Employer shall observe and be bound by all the provisions of this Agreement.

SECTION 8. BOTTLED WATER

The Employer shall provide Bottled Water at no cost to the employees covered under this Agreement.

SECTION 9. EQUIPMENT ORDERS

- a. **The Employer shall fill the position of Mechanic at the Highway Department. Mechanic will be responsible for placing equipment/parts orders in addition to normal Mechanic duties.**
 - 1. **When Mechanic position is vacant, absent or on leave, the Employer agrees to detail the position to a current employee in seniority order.**
- b. **Prior to Mechanic placing equipment/parts orders, the Employer will provide written procedures for employees to follow.**
 - 1. **Superintendent will provide a list of vendors to call for necessary parts, instructions on completing order and/or abstract forms, and amount authorized for employees to purchase orders without Highway Superintendent approval.**

SECTION 10. LEAVE FOR BLOOD DONATIONS

- a. **An employee choosing to donate blood shall be permitted three (3) hours leave per year without loss of pay or accrued leave, subject to the prior approval of the Department Head or his designee in accordance with New York labor Law Section 202-J. Prior approval must be obtained from the Superintendent of Highways or his or her designee at least twenty-four (24) hours in advance. The twenty-four (24) hour prior notice may be waived at the discretion of the Superintendent of Highways.**

**ARTICLE XXI
STRIKES AND LOCKOUTS**

SECTION 1. LOCKOUTS

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

SECTION 2. STRIKES

No strikes of any kind shall be cause or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike-breakers or to go through picket lines.

**ARTICLE XXII
CONTRACTING AND SUB-CONTRACTING PUBLIC WORK**

During the term of this Agreement, the Employer shall not contract out or sub-contract any public work performed by employees covered by this Agreement, that would mean the displacement of any employee covered by this Agreement.

**ARTICLE XXIII
SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the individual Article, Section or portion thereof.

**ARTICLE XXIV
TOTAL AGREEMENT**

Notwithstanding any Personnel Rules and Regulations, Local Law or other laws that previously in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all such previous rules, regulations and laws, and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

**ARTICLE XXV
STATUTORY PROVISION**

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative has given approval.

**ARTICLE XXVI
MECHANIC AND MEO INFORMATION**

SECTION 1. MECHANIC

Effective January 1, 1999 the Mechanic classification is allowed to operate all equipment and trucks as required.

SECTION 2. MEO

All MEO's will be paid the Mechanic's rate for each hour performing Mechanic's work.

**ARTICLE XXVII
TERMINATION AND MODIFICATION**

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2026.

APPENDIX A – WAGES

Employees hired before June 1, 2017:

	2%	3%	3%	3%	3%	3%
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Motor Equipment Operator	\$27.24	\$28.06	\$28.90	\$29.77	\$30.66	\$31.58
Mechanic	\$28.92	\$29.79	\$30.68	\$31.60	\$32.55	\$33.53
Laborer	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15

Employees hired after June 1, 2017:

	2%					
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
Motor Equipment Operator	\$18.22-\$22.45	3%	3%	3%	3%	3%
Mechanic (Detailed)**	+\$1.15/hr	+\$1.15/hr	+\$1.15/hr	+\$1.15/hr	+\$1.15/hr	+\$1.15/hr
Mechanic***	\$23.90	3%	3%	3%	3%	3%
Laborer	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15

* Persons hired as MEO on or after 6/1/17 must have a CDL and Will be paid a starting rate of \$18.22 - \$22.45 per hour based on experience as follows:

- No experience - \$18.22/hour;
- 1 yr. experience - \$19.29/hour;
- 2 yrs. experience - \$20.37/hour;
- 3 or more yrs. experience - \$22.45/hour.

Hiring rates Will not increase by negotiated increases, but an incumbent will receive a raise based on the negotiated increase if he/she is employed on the raise date. Any loss or suspension of license shall be dealt with through normal disciplinary procedures.

** Current MEOs detailed or temporarily assigned to Mechanic, will receive an additional \$1.15/hour to their current hourly wage.

*** Any newly hired full-time Mechanic will receive a \$23.90/hour starting rate of pay.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2021.

Town of Duanesburg

Town Supervisor

AFSCME LOCAL 1130A

Local 1130A President

Council 66 Labor Relations Specialist

Alex Catello, Labor Relations Specialist

**RESOLUTION ADOPTING LOCAL LAW 1 OF 2021
AMENDING THE TOWN OF DUANESBURG ZONING CODE WITH RESPECT TO
COMMERCIAL EVENT VENUES**

RESOLUTION NO. -2021

August 12, 2021

WHEREAS, the Town of Duanesburg (the “Town”) is proposing amendments to the Town of Duanesburg Zoning Code with respect to commercial event venues (the “Proposed Local Law No. 1 of 2021”) (it should be noted that this Local Law was originally referenced as Local Law No. 2 of 2021 but the Local Law that was to have preceded it remains under review by the Town Board, thus, this Local Law has become Local Law No. 1 of 2021 in its stead); and

WHEREAS, the Town determined that Proposed Local Law No. 1 of 2021 is a Type I action and declared itself lead agency, directed that the Local Law be provided to the Planning Board and the Zoning Board of Appeals of the Town of Duanesburg for their comments and recommendations, and that the local law be referred to Schenectady County Planning as required by the New York State General Municipal Law; and

WHEREAS, any recommendations by the Town Planning Board and the Town Zoning Board of Appeals were carefully considered by the Town Board and changes made to the Proposed Local Law No. 1 of 2021; and

WHEREAS, the text of the Proposed Local Law No. 1 of 2021 was referred to Schenectady County Planning for its review pursuant to New York State General Municipal Law; and

WHEREAS, on August __, 2021, Schenectady County Planning recommended approval of Proposed Local Law No. 1 of 2021 finding that it was a matter of local concern; and

WHEREAS, the adoption of Proposed Local Law No. 1 of 2021 is a Type I action, the Town Board is the only involved agency, the Town Board declared itself lead agency, and the Town Board has received and reviewed the attached SEQRA documents (EAF Parts 1, 2, and 3); and

WHEREAS, a public hearing was duly noticed and held on June 10 and 24, July 8 and 22, and August 12, 2021. Comments were received from the public, revisions were made to the Local Law and the revised Local Law was made available to the public, including the last version, dated July 22, 2021 which was distributed to the Town Board and to the public in hard copy at the Town Board meeting on July 22, 2021, and which has been posted on the Town website.

NOW, THEREFORE, BE IT RESOLVED that the Town Board as SEQRA lead agency here by adopts EAF Parts 1, 2, and 3 and determines to issue a negative declaration finding that no environmental impact statement will be prepared for the adoption of Proposed Local Law No.

1 of 2021 as the adoption of this local law does not have the potential to cause a significant adverse environmental impact; and

BE IT FURTHER RESOLVED, that the Town Board hereby adopts Proposed Local Law No. 1 of 2021 and directs that the local law be filed in the Town Clerk's Office and with the New York State Secretary of State.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 12, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

TOWN OF DUANESBURG LOCAL LAW NO. 1 OF 2021

**A LOCAL LAW AMENDING THE TOWN OF DUANESBURG ZONING ORDINANCE
WITH RESPECT TO COMMERCIAL EVENT VENUES**

BE IT ENACTED by the Town Board of the Town of Duanesburg in the County of Schenectady as follows:

Section 1. Title of the Local Law.

This local law shall be entitled “A Local Law Amending the Town of Duanesburg Zoning Ordinance with Respect to Commercial Event Venues.”

Section 2. Authorization.

This local law is enacted pursuant to the Municipal Home Rule Law and Article 16 of the Town Law of the State of New York.

Section 3. Purpose.

The purpose of this local law is to allow within the Town of Duanesburg in all but the L-2 District, the conversion and use of existing structures for temporary events such as weddings, anniversaries, graduation parties, and other similar occasions on a commercial basis. The Town Zoning Ordinance currently addresses mass gatherings but does not address smaller commercial events that may be held in existing structures and/or tents, including Bed and Breakfasts, Agricultural Barns or other accessory structures. Use of Fire Halls, Churches and other buildings already rated for public assemblies for such events is not in any way restricted by the adoption of these regulations which pertain to commercial temporary events. Use of homes and properties on a non-commercial basis for such events is also exempted from the requirements of this local law. For purposes of commercial event venues in the L-1 District, the intent is to allow such events in conjunction with approved Bed and Breakfast uses only.

Where an existing structure is going to be used for commercial events the goal is to balance the impacts of such events on the surrounding neighbors and to ensure that the events are carefully regulated to address impacts related to noise, property maintenance, traffic, public health, welfare and safety.

Section 4. Zoning Ordinance Amendment

The Zoning Ordinance is amended to reflect and include the following:

§ 1-1 Applicability.

- A. This section shall apply to the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like in all zoning districts in the Town, with the exception of the L-2 District.
- B. With regard to the L-1 District, such events shall only be permitted in conjunction with approved Bend and Breakfast uses only.
- C. This section shall not apply to a facility that has been granted a special use permit to hold mass gatherings as defined under the Town Zoning Code.
- D. This section shall not prohibit the Planning Board from approving a special use permit for a project in any district, except the L-2 District, where the only access to the property is through the L-1 or L-2 District.

§ 1-2 Definitions.

- A. For purposes of this local law, the term “commercial” shall mean any use related to doing business or for business purposes.

§ 1-3 Standards.

- A. The Planning Board may grant a special use permit to allow the conversion of existing structures, including temporary tents, for the holding of temporary events such as weddings, anniversaries, graduation parties and the like, pursuant to 1-1,, provided that the Planning Board finds that all of the following conditions and standards have been met for the conversion of each existing structure for such purposes and that the structure/event venue:
 - 1. Will comply with applicable legal requirements, will be consistent with the purposes of the district in which it is located and has been given due consideration by the Planning Board.
 - 2. Will not result in off-premises noise, dust, odors, solid waste nor lighting.
 - 3. Will not cause significant traffic congestion, will provide adequate parking, will not impair pedestrian safety, will not adversely impact emergency services accessibility or overload existing roads, considering their current width, surfacing, condition and any proposed improvements made to them by the applicant.
 - 4. Will be suitable for the proposed action considering the property’s size, location, topography, vegetation, soils, natural habitat, hydrology, and its ability to be buffered or screened from neighboring properties and public roads.

§ 1-4 Decision.

The Planning Board may approve the application, approve it subject to modifications, or disapprove the application.

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- A. Decision. Any decision by the Planning Board to grant or deny a special use permit shall include either a negative declaration of environmental significance or a written SEQRA findings statement consistent with the requirements of SEQRA. The decision shall contain a statement of its findings regarding the appropriateness of the use so authorized and the conditions required in the special use permit, or its reasons for denial. In granting any approval, the Planning Board shall impose any conditions that may be necessary to ensure that the proposed use will be compatible with its surroundings.
- B. Quantity of Events. The number of events that can be held at a location may be limited at the discretion of the Planning Board depending upon the facts and circumstances of the application.
- C. The Planning Board shall attach to the special use permit such conditions and restrictions as are deemed necessary. Upon its granting of said special use permit, any such conditions must be met by the Applicant prior to the issuance of any permits by the Building Inspector and throughout the operation of the event venue. The special use permit for events may be reviewed at the discretion of the Planning Board on a yearly basis.

§ 2 Event Venue.

§ 2-1 Use Standards.

An event venue must demonstrate compliance with the following standards in addition to the special use standards in § 1-3.

- A. The event venue shall be located on a site with a minimum of five acres, unless the venue includes a permitted bed and breakfast or hotel/motel type facility.
- B. The site of the event venue shall have at least two means of egress, at least one of which is adequate for emergency vehicles, as determined by the Planning Board in consultation with emergency responders based on its width, length, surface and ability to support the gross vehicle axle weight of emergency vehicles.
- C. The maximum number of attendees at the event venue shall be 200.
- D. The applicant shall demonstrate either that all required parking can be accommodated on-site or that sufficient off-site parking areas are under the control of the event operator and shuttle vehicles shall be used by the operator of the event venue for such off-site parking areas. All off-site parking areas shall be reviewed by the Planning Board and are subject to the standards herein.
- E. The applicant shall also submit a traffic study showing that the roadways around, entering and leaving the event venue have sufficient capacity and are safe to accommodate the event venue including event attendees and support employee vehicles as well as emergency vehicles.
- F. All events shall be provided with adequate potable water and sanitary facilities as required by the Planning Board, Building Inspector and/or the NYS Department of Health.
- G. The Planning Board shall require appropriate buffers between the event venue and off-site parking, if any, and adjoining properties, given the size of parcel, the natural topography and vegetative cover.

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- H. The event will not make, continue, cause, or permit, unreasonably intrusive noise. Standards to be considered in determining whether an unreasonably intrusive noise exists include, but are not limited to, the following:
 - a. The volume of the noise.
 - b. The frequency of the noise.
 - c. The time of day of the noise.
 - d. The proximity to any residential, educational, medical, or religious facility.
 - e. The duration of the noise.
- I. Maximum Sound Levels.
 - a. Events may only take place between the hours of 9:00 AM to 10:00 PM, except where otherwise specified by the Planning Board.
 - b. At no time may the maximum sound level exceed 70 decibels measured at any of the property boundaries or at the closest residential receptor, as determined by the Planning Board.
 - c. The measurement of any sound or noise shall be made with a sound-level meter using the A-weighted scale and slow response, except for sounds or noises which occur in single or multiple bursts with a duration of less than one second, for which fast response shall be used.
- J. Seating for events may occur outdoors, under a fabric structure temporarily constructed on the property, or in an event structure meeting the standards in § 2-3 below.
- K. Locations for proposed temporary fabric structures must be included on the site plan. All buildings and structures, including fabric structures, to be used as part of the event venue shall, where required, obtain a certificate of occupancy for their intended uses, including an event structure meeting the standards in § 2-3 below.
- L. The Planning Board shall determine the permitted hours of operation of an event venue. Events shall commence no earlier than 9:00 AM and shall terminate no later than 10:00 PM. The Planning Board shall also have the power to modify the commencement and termination times for a particular site based upon the specifics of the application before it as long as the modifications do not impact the health, safety and welfare of the neighborhood and the surrounding community. For purposes of this section, “termination” shall mean the termination of food, drinks, service and entertainment, with the understanding that attendees and servers will need a reasonable amount of time after termination to exit the premises. A generic event management plan shall be prepared and submitted to the Planning Board for review and approval as part of the special use permit review. The plan shall include provisions for traffic and parking management, hours of operation, noise abatement, sanitary facilities and maximum number of guests. The plan shall also include a list of contacts for emergency situations to be used by the guests and shall be provided at each event along with the legal name and address of an emergency contact person at the site shall also be provided.
- M. The Applicant shall provide to the Town a certificate of insurance evidencing coverage in a commercially reasonable amount for the event venue naming the Town as additional insured. Such certificate of insurance shall be provided to the Town Clerk on an annual basis by January 1 of each year or the special use permit will be revoked. An annual

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certification of compliance with the terms and conditions of the special use permit shall be provided to the Town by the Applicant.

§ 2-3. Event Structures.

Event venues may utilize new structures or former residential, agricultural or accessory structures as a place of public assembly, such as a barn, house or garage, provided the following criteria are satisfied:

- A. The use of any structure for events shall be permitted only after the issuance of a building permit and a certificate of occupancy for public assembly by the Town's Building Inspector.
- B. The applicant shall provide the Building Inspector with a plan prepared by a registered licensed design professional to improve the structure to be used for events to enable the structure to obtain a certificate of occupancy for an assembly area, where none exists. A copy of the plan shall also be submitted to the Planning Board as part of special use permit and site plan review.
- C. The occupancy of the event structure shall not exceed occupancy load and exiting provisions of the New York State Uniform Code and those occupancy load limits shall be posted at the premises by the Town's Building Inspector.

§ 2-4. Special Use Permit.

- A. The special use permit and site plan for an event venue must include:
 1. The maximum number of attendees permitted during any event, but in no event greater than 200 attendees.
 2. The hours of operation of the special event venue and whether amplified sound is permitted either outside or inside or both.
 3. Any other conditions on operation, design and layout reasonably necessary to ensure compatibility with surrounding uses and to protect the natural, historic and scenic resources of the Town.
 4. Items in Subsection A(1) through (3) above shall be determined by the Planning Board based on the size of the parcel, location, topography, parking, proximity of neighbors, emergency access and the ability of existing and proposed buffers to provide sound attenuation and visual screening.
 5. This permit is allowed in all districts except the L-2. In the L-I District such events are allowed by special permit only at a Bed and Breakfast that has received all necessary approvals from the Town to operate in the Town.
 6. Trash and other debris shall be stored in containers with lids. Any blowing trash shall not accumulate on any neighboring properties and all trash generated from the event must be removed no later than noon on the day following the event.
- B. Once a special use permit has been granted to permit an event venue at a particular site, individual events may be held at the site without further review by the Planning Board as

REVISED AS OF JULY 22, 2021
(With all red-line changes accepted as of August 10, 2021)

long as such events are compliant with § 2-1 and with all the conditions of the special use permit and other approvals issued by the Town.

Section 5. Supersession.

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statutes are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

Section 6. Severability.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 7. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the New York Secretary of State in accordance with Municipal Home Rule Law § 27.

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: No. 1 Town of Duanesburg Local Law #2 2021 Commercial Event Venues		
Project Location (describe, and attach a general location map): Town of Duanesburg, Schenectady County		
Brief Description of Proposed Action (include purpose or need): Town amendment to Town Zoning Ordinance with respect to Commercial event venues Local Law #2 2021		
Name of Applicant/Sponsor: Roger Tldball		Telephone: 518-895-8920
		E-Mail: rtdball@duanesburg.net
Address: 5853 Western Turnpike		
City/PO: Duanesburg	State: NY	Zip Code: 12056
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board	
b. City, Town or Village <input type="checkbox"/> Yes <input type="checkbox"/> No Planning Board or Commission		
c. City, Town or <input type="checkbox"/> Yes <input type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Schenectady County Planning	
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <ul style="list-style-type: none"> i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1 	
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<hr/> <hr/>	
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	
<hr/> <hr/>	

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
 R-2 Agricultural Residential; C-1 Commercial; C-2 Manufacturing and Light Industrial; Hamlet; R-1 Residential; L-1 Mariaville lake with the Intent is to allow such events in conjunction with approved Bed and Breakfast uses only

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Duaneburg, Schalmont, Amsterdam, Berne Knox Westerlo, Schoharle

b. What police or other public protection forces serve the project site?
 NYS Police; Schenectady County Sheriff

c. Which fire protection and emergency medical services serve the project site?
 Duaneburg; Delanson; Mariaville; Quakersireet; Burtonsville; Esperance Fire District; Duaneburg Ambulance

d. What parks serve the project site?
 Schafer Park, Van Patten Mill Park, Veterans Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Temporary Commercial events and gatherings such as weddings, anniversaries, graduation and similar occasions.

b. a. Total acreage of the site of the proposed action? _____ acres
 b. Total acreage to be physically disturbed? _____ acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase I (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? Yes No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
 If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
 If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
 If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
 If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
 If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
 If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
 If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
 If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No • Will a line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p>
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 20px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ <p>_____</p> <ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>_____</p>
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>		
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>		
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within 1/4 mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> </tr> </table>	<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>
<p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>
<p>n. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
 i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
 If Yes,
 i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
 If Yes:
 i. Dimensions of the dam and impoundment:
 • Dam height: _____ feet
 • Dam length: _____ feet
 • Surface area: _____ acres
 • Volume impounded: _____ gallons OR acre-feet
 ii. Dam's existing hazard classification: _____
 iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
 If Yes:
 i. Has the facility been formally closed? Yes No
 • If yes, cite sources/documentation: _____
 ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
 iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
 If Yes:
 i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
 If Yes:
 i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
 ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
 If yes, provide DEC ID number(s): _____
 iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained: _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No

If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No
 If Yes:
 i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No
 If Yes:
 i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____

<p>e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District</p> <p>ii. Name: _____</p> <p>iii. Brief description of attributes on which listing is based: _____</p>
<p>f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>g. Have additional archaeological or historic site(s) or resources been identified on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe possible resource(s): _____</p> <p>ii. Basis for identification: _____</p>
<p>h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify resource: _____</p> <p>ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____</p> <p>iii. Distance between project and resource: _____ miles.</p>
<p>i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Identify the name of the river and its designation: _____</p> <p>ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date _____

Signature _____ Title _____

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project:	Town of Duaneburg commercial event
Date:	5/25/21

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If "Yes", answer questions a - j. If "No", move on to Section 2.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air			
The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals			
The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1, E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources
 The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources
 The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If "Yes", answer questions a - e. If "No", go to Section 12.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2c, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If "Yes", answer questions a - c. If "No", go to Section 13.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

NO

YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans. NO YES
 (See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character. NO YES
 (See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Please see attached "Support for Determination of Significance."

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information
Please see attached "Support for Determination of Significance."

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the
Town of Duanesburg Town Board _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.7(d)).

C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Adoption of Local Law No. 1 of 2021

Name of Lead Agency: Town of Duanesburg Town Board

Name of Responsible Officer in Lead Agency: Roger Tidball

Title of Responsible Officer: Town Supervisor

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person: Dale Warner

Address: 5853 Western Turnpike, Duanesburg, New York

Telephone Number: 518-895-8920

E-mail: dale@duanesburg.net

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

State Environmental Quality Review Act (SEQRA)
A Local Law Amending the Town of Duanesburg Zoning Ordinance With Respect to
Commercial Event Venues

Support for Determination of Significance
Town of Duanesburg, County of Schenectady, New York
August 12, 2021

The proposed action consists of passing a local law to allow, within the Town of Duanesburg, in all but the L-2 District, the conversion and use of existing structures for temporary events such as weddings, anniversaries, graduation parties, and other similar occasions on a commercial basis. The Town Zoning Ordinance currently addresses mass gatherings but does not address smaller commercial events that may be held in structures and/or tents, including Bed and Breakfasts, Agricultural Barns, or other accessory structures. Use of Fire Halls, Churches and other buildings already rated for public assemblies for such events is not in any way restricted by the adoption of these regulations which pertain to commercial temporary events. Use of homes and properties on a non-commercial basis for such events is also exempted from the requirements of this local law. For purposes of commercial event venues in the L-1 District, the intent is to allow such events in conjunction with approved Bed and Breakfast uses only. Where a structure is going to be used for commercial events the goal is to balance the impacts of such events on the surrounding neighbors and to ensure that the events are carefully regulated to address impacts related to noise, property maintenance, traffic, public health, welfare, and safety.

The Town of Duanesburg has classified the action as Type I action.

The Town has given due consideration as to whether the local law would potentially have a significant adverse impact on the environment. Amending the zoning ordinance will not have a significant adverse impact on the environment and will not exceed any of the criteria for determining significance found in 6 NYCRR § 617.7(c), described below:

- i. a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;
- ii. the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
- iii. the impairment of the environmental characteristics of a Critical Environmental Area as designated pursuant to subdivision 617.14(g) of this Part;
- iv. the creation of a material conflict with a community's current plans or goals as officially approved or adopted;

- v. the impairment of the character or quality of important historical, archeological, architectural, or aesthetic resources or of existing community or neighborhood character;
- vi. a major change in the use of either the quantity or type of energy;
- vii. the creation of a hazard to human health;
- viii. a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
- ix. the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
- x. the creation of a material demand for other actions that would result in one of the above consequences;
- xi. changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or
- xii. two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The adoption of the proposed local law is a legislative action that will not result in disturbance to water bodies, and any threatened, endangered, or rare species of plants and animals or the habitat of such species. The proposed local law will not create an increase in solid waste production, traffic, or the potential for erosion, flooding, leaching or drainage problems. As a result of the lack of physical site disturbance, the adoption of the local law will not impact important historical, archeological, architectural, or aesthetic resources, nor will the local law impair the community's current plans and goals. The proposed local law will not create a hazard to human health or a change in energy use.

While the local law may attract a number of people to the Town of Duaneburg, the local law sets forth standards to be used to balance the impacts of the proposed commercial event facility on the surrounding neighbors and to ensure that the events are carefully regulated by means of a special use permit issued by the Town Planning Board to address impacts related to noise, property maintenance, traffic, public health, welfare, and safety.

It is important to note that environmental impacts of individual projects allowed pursuant to the amended zoning ordinance will be considered and evaluated during the special use permit proceedings pursuant to local law and the statewide regulatory framework for the implementation of SEQRA.