

*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, December 30, 2021**

**Town Board Meeting Agenda**

**Meeting Time: 9:00AM**

Call to order  
Pledge of Allegiance

**Approval of minutes for:** Town Board Meeting on Thursday December 9, 2021

**Payment of Claims**

**Business Meeting:**

- 1. Motion to approve Professional Services Invoice No. 20 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 Delaware in the amount of \$3557.20.**
- 2. Motion to approve and authorize the Town Supervisor to sign the attached "Broadband Infrastructure Grant Agreement."**
- 3. Motions to approve needed Budget transfers for 2021.**

**Two of our Board Members will not be in attendance but will be Zooming in from these locations:**  
**184 S Cherry Road, Rock Hill, SC 29732**  
**280 Braman Corners Road, Esperance, NY 12066**

**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

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**December 30, 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 Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

**WHEREAS**, Delaware has submitted an invoice, dated June 8, 2021, for Town Board review in the amount of **\$3557.20** for professional services provided during October and November 2021 (“Professional Services Invoice No. 20”); and

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Professional Services Invoice No. 20 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 Delaware in the amount of **\$3557.20**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special meeting of December 30, 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



3 21-185

**DELAWARE ENGINEERING, D.P.C.**

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

 ORIGINAL

November 20, 2021

Town of Duanesburg  
Attn.: Roger Tidball, Town Supervisor  
Town Hall  
5853 Western Turnpike  
Duanesburg, NY 12056

Re: Delanson WWTP (SD#1 & SD#3)  
Long Term Improvements Project - Professional Services Invoice #20

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$3,557.20 for services related to the above referenced project.

Services provided during October 2021 include:

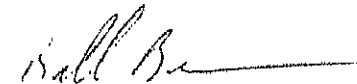
- Continued communications with Town and regulatory agencies
- Review contractor's payment requests
- Travel to site to review project status with Town and contractors
- Coordinate startup of equipment with Town and contractors
- Onsite construction inspection
- Coordinate NYSEFC document collection

Services anticipated to be provided during November 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment and change order requests
- Travel to site to review project status with Town and contractors
- Coordinate startup of equipment with Town and contractors

Please contact me at 607-432-8073 if you have any questions.

Respectfully,  
**DELAWARE ENGINEERING, D.P.C.**



Bill Brown, P.E. for  
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)

11-2021 Duanesburg (T) Delanson WWTP Long Term Improvements CL 20

B21185

 ORIGINAL



**Delaware Engineering, D.P.C.**  
28 Madison Ave. Ext.  
Albany, NY 12203  
(518) 452-1290

Town of Duaneburg  
Town Hall  
5853 Western Turnpike  
Duaneburg, NY 12056

Invoice number 19-1712-20  
Date 11/11/2021

Project 19-1712 Town of Duaneburg - Delanson  
WWTP Long Term Improvements

For Services Rendered Through October 31, 2021

**3 Construction Management/Admin**

	Units	Rate	Billed Amount
William J. Brown	18.00	155.00	2,790.00
<b>REIMBURSABLES</b>			
Mileage - Oneonta 2021	120.00	0.56	67.20
Phase subtotal			2,857.20

**4 Construction Inspection**

	Units	Rate	Billed Amount
Tucker Lewis	2.00	125.00	250.00

**6A NYSEFC Contract Coordination (SUB-Deroo Consulting)  
CONSULTANT**

	Units	Rate	Billed Amount
Deroo Consulting			450.00
Invoice total			3,557.20

Approved by:

William J. Brown

Please remit payment to:  
Delaware Engineering, D.P.C.  
28 Madison Ave. Ext.  
Albany, NY 12203

B21-185

**DELAWARE ENGINEERING, D.P.C.**

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8078/FAX 607-482-0482

**ORIGINAL**

Town of Duanesburg  
 Town Hall  
 5853 Western Turnpike  
 Duanesburg, NY 12056

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements  
 INVOICE/REQUISITION No.: 20

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
<b>1. Task 1 - Design</b>				
Labor	\$ -	\$ 54,532.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
<b>SUBTOTAL - TASK 1</b>	\$ -	\$ 98,999.69	\$ 98,999.69	\$ 100,000.00
<b>2. Task 2 - Bid/Award</b>				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 2</b>	\$ -	\$ 7,496.25	\$ 7,496.25	\$ 7,500.00
<b>3. Task 3 - Construction Management/Admin</b>				
Labor	\$ 2,790.00	\$ 40,331.25	\$ 43,121.25	
Reimbursable Expenses	\$ 67.20	\$ 571.20	\$ 638.40	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 1,867.50	\$ 1,867.50	
<b>SUBTOTAL - TASK 3</b>	\$ 2,857.20	\$ 42,769.95	\$ 45,627.15	\$ 50,000.00
<b>4. Task 4 - Construction Inspection</b>				
Labor	\$ 250.00	\$ 58,582.50	\$ 58,832.50	
Reimbursable Expenses	\$ -	\$ 2,406.88	\$ 2,406.88	
<b>SUBTOTAL - TASK 4</b>	\$ 250.00	\$ 60,989.38	\$ 61,239.38	\$ 74,000.00
<b>5. Task 5 - As Built Drawing Preparation</b>				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
<b>SUBTOTAL - TASK 5</b>	\$ -	\$ -	\$ -	\$ 3,500.00

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**DELAWARE ENGINEERING, D.P.C.** ORIGINAL

55 South Main Street, Oneonta, New York 18820 Phone 607-482-8078/FAX 607-482-0482

	<u>CURRENT COST</u>	<u>PREVIOUS COST</u>	<u>COST TO DATE</u>	<u>BUDGET</u>
<b>6. Task 6 - NYSEFC Contract Coordination</b>				
Labor	\$ -	\$ 4,998.75	\$ 4,998.75	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ 450.00	\$ 6,851.43	\$ 7,301.43	\$ 10,000.00
<b>SUBTOTAL - TASK 6</b>	<b>\$ 450.00</b>	<b>\$ 11,850.18</b>	<b>\$ 12,300.18</b>	<b>\$ 15,000.00</b>
<b>7. Task 7 - Preliminary Engineering</b>				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 7</b>	<b>\$ -</b>	<b>\$ 70,894.70</b>	<b>\$ 70,894.70</b>	<b>\$ 70,894.70</b>
<b>TOTAL</b>	<b>\$ 3,557.20</b>	<b>\$ 293,000.15</b>	<b>\$ 296,557.35</b>	<b>\$ 320,894.70</b>
<b>AMOUNT DUE FOR CURRENT SERVICES</b>	<b>\$ 3,557.20</b>			
<b>AMOUNT PAST DUE</b>	<b>\$ 6,202.00</b>	Invoice #19, 10/18/2021		
<b>TOTAL NOW DUE</b>	<b>\$ 9,759.20</b>			
<b>BUDGET BALANCE</b>		<b>\$ 24,337.35</b>		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

B21-185

### Deroo Consulting

Fiscal Assistance  
13 McKinley Drive  
Delmar, New York 12054  
(616) 886-5678  
derooconsulting@gmail.com



# ORIGINAL INVOICE

INVOICE NO: 60  
DATE: November 3, 2021

#19-1712  
#6A

### Delaware Engineering, DPC

55 South Main Street  
Oneonta, NY 13820  
607-432-8073  
607-432-0432 FAX

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		<b>\$450.00</b>
Total Hours: 6 hours in October 2021	\$75 per hour	\$ 450.00
<ul style="list-style-type: none"> <li>MWBE Monthly reports: compilation and submission</li> <li>MWBE compliance</li> <li>Follow up on Document Collection questions from EFC</li> </ul>		\$ 0.00
Mileage (round trip):	\$0.56 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00

Make all checks payable to: Leslie Deroo  
If you have questions concerning this invoice, call: Leslie Deroo, (616) 886-5678

**THANK YOU FOR YOUR BUSINESS**

Maintenance & Repairs	81304.77.463			
Fuel Oil	81304.77.464			
Telephone Alarm Dialer	81304.77.465			
Chemicals	81304.77.466			
Lab Testing	81304.77.467			
Sludge Disposal	81304.77.468			
Contractual	81304.77.400			
Contract-Generator Maintenance	81304.77.400			
SPDES Program Fee	81304.77.400			

<b>Long-term Improvement</b>	19-1712			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin		2857. <sup>20</sup>	Delaware # 20	11/20/21
Task 4 - Construction Inspection		250. <sup>00</sup>	Delaware # 20	11/20/21
Task 5 - As built Drawing Preparation				
Task 6 - NYSEFC Contract Coordination		450. <sup>00</sup>	Delaware # 20	11/20/21

<b>UV System</b>	20-2078			
Task 1 - Design				
Task 2 - Bid/Award				
Task 3 - Construction Management/Admin				
Task 4 - Construction Inspection				
Task 5 - As built Drawing Preparation				
Task 6 - NYSDEC Contract Coordination				

<b>Duane Lake</b>				
Task 1 - Update Preliminary Engineer Report				
Task 2 - Convert PER to Map/Plan/Report & Assist with initial steps towards SD Formation				
Task 3 - SEQR Coordination				
Site Investigations				
Preparation of Funding Application				

Submitted By: Dale Wain  
Date: 11/23/21



**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**December 30, 2021**

**WHEREAS**, the Town of Duanesburg (the “Town”) received funding from the federal government under the American Rescue Plan Act of 2021 and from Schenectady County for broadband expansion (the “Broadband Funds”); and

**WHEREAS**, the Town desires to retain Spectrum Northeast, LLC, by its manager, Charter Communications, Inc. to implement a broadband buildout and expansion project using the Broadband Funds; and

**WHEREAS**, the Town has reviewed the attached proposed “Broadband Infrastructure Agreement;” and

**WHEREAS**, the Town has determined that this is a Type II action under the New York State Environmental Review Act (“SEQRA”) per 6 NYCRR 617.5(c)(7).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves and authorizes the Town Supervisor to sign the attached “Broadband Infrastructure Grant Agreement.”

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 30, 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

## BROADBAND INFRASTRUCTURE GRANT AGREEMENT

This Broadband Infrastructure Grant Agreement (this "Agreement") is entered into on this 30 day of December 2021 (the "Effective Date") by and between the Town of Duanesburg, New York (hereinafter referred to as the "Grantor") and Spectrum Northeast, LLC by its manager, Charter Communications, Inc. (hereinafter referred to as "Grantee").

WHEREAS, the Grantor asserts that it has the requisite funding and authority to enter into and carry out its obligations under this Agreement with Grantee; and

WHEREAS, Grantor has determined that the broadband infrastructure buildout project described in the Scope of Work provided in **Exhibit A** of this Agreement (the "Broadband Project") is an authorized use of payments from the Grantor's funding sources under applicable state and federal laws.

- 1) **PURPOSE.** The purpose of this Agreement is to implement the Broadband Project described in the Scope of Work at **Exhibit A**.
- 2) **TERM.** This Agreement shall automatically expire on the second anniversary of the date on which Grantee notifies the Grantor that the Broadband Project in **Exhibit A** is complete.
- 3) **FUNDING.** The Grantor agrees it will remit a total payment of \$75,000.00 to Grantee to fund the Broadband Project, subject to the payment schedule, terms and conditions set forth in this Agreement, and terms and conditions provided in **Exhibit A**. Grantor represents that provided the Broadband Project is carried out and completed as the parties intend, the Broadband Project falls within an appropriate use of state or federal funding (as may be applicable) and bears any and all risks associated with that determination. The Grantee shall use the grant funds for the sole purpose of implementing the Broadband Project. Grantor shall be entitled to an accounting and/or audit of all invoices, disbursements and payments associated with the grant funds. Grantee shall cooperate with any accounting or auditing firm selected by the Grantor and promptly provide all records and information as may be reasonably requested by such firm on behalf of the Grantor. Grantee shall not be required to provide any information to such firm until such firm enters into a Non-Disclosure Agreement with Grantee for the purpose of such accounting and/or audit.
- 4) **PROJECT DURATION.** Grantee shall commence performance of this Agreement as soon as practicable and, subject to the terms and conditions set forth herein, Grantee shall complete the Broadband Project no later than one (1) year from the last approved pole permit required to complete the entire Broadband Project, subject to Excusable Delay (as defined below). Excusable Delay means a delay to the construction of the Broadband Project that materially affects completion and is directly caused by (1) make-ready work that is not received by Spectrum within 45 days of Spectrum's submission of a completed application for utility pole attachments; or (2) any delay in receiving governmental, regulatory and third party permits, licenses and approvals, despite Spectrum's good faith efforts to secure timely approvals, or (3) pursuant to Section 11 (Force Majeure).

5) OWNERSHIP OF PROJECT INFRASTRUCTURE AND PRICING. Grantee shall retain all ownership interests and rights in the network, materials, equipment, supplies and facilities constructed and deployed in connection with the Scope of Work. Grantee reserves the right to modify the terms and conditions, data usage, speeds and pricing for any of Grantee's services.

6) NOTICE OF VIOLATION OR DEFAULT. In the event the Grantor believes that the Grantee has not complied with the material terms of the Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

7) GRANTEE'S RIGHT TO CURE OR RESPOND. The Grantee shall have forty-five (45) days from the receipt of the Grantor's written notice: (A) to respond to the Grantor, contesting the assertion of noncompliance or default; or (B) to cure such default; provided, however, that if such default is not susceptible to cure, given commercially reasonable diligence on the part of Grantee, within such forty-five (45) day period and Grantee during such forty-five (45) day period commences curing such default and continues with diligence and continuity to cure such default, Grantee shall have such additional time, as shall be reasonable under the circumstances, within which to cure such default.

8) INSURANCE AND INDEMNIFICATION. Grantee shall maintain throughout the Broadband Project a policy(ies) of general and contractual liability insurance in the amount of at least Two Million Dollars (\$2,000,000) to cover its performance of the Scope of Work and its responsibilities under this Agreement, and shall name the Grantor as an additional insured on said policy(ies). Grantee shall provide Grantor a certificate of insurance evidencing such insurance prior to or concurrently with the commencement of construction of the Broadband Project.

Unless prohibited under applicable law, the Grantee agrees to defend, indemnify and hold Grantor, and Grantor's affiliates, officers, directors, agents and employees, harmless from and against any and all claims, losses, damages and liabilities (including, but not limited to, reasonable attorneys' fees and court costs) on account of any claim by a third party for bodily injury or property damage against the Grantor to the extent caused by the negligent act or omission, or willful misconduct of, or breach of this Agreement by, the Grantee or the Grantee's employees, contractors, subcontractors or agents, in connection with the performance of their respective obligations under this Agreement.

9) ENTIRE AGREEMENT. This Agreement, and any attachments hereto, embodies the entire understanding and agreement of the Grantor and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

10) COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. In its operations under this Agreement, Grantor and Grantee shall comply with all applicable tribal, state and federal laws. In carrying out the Broadband Project, the Grantee shall at all times be in compliance with all applicable legal requirements of any applicable governmental authority and applicable federal state and local environmental laws. The Grantee shall cooperate with the Grantor in promptly completing and submitting all documents and records as may be reasonably required by the New

York State Comptroller, the NYS Authority Budget Office, or federal government and to otherwise comply with all applicable orders, administrative rules, regulations, and procedures of the Grantor, in effect on the Effective Date of this Agreement, directly affecting the proper administration of the Broadband Project.

11) FORCE MAJEURE. Neither Grantor or Grantee shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, pandemics, strikes, freight embargoes, or unusually severe weather.

12) LIMITATION OF LIABILITY. SUBJECT TO THE FOLLOWING SENTENCE, NEITHER GRANTEE NOR GRANTOR SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT APPLY TO, AND SHALL NOT LIMIT: (a) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR (b) DAMAGES ATTRIBUTABLE TO CRIMINAL MISCONDUCT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY.

13) NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Parties only and nothing contained herein will be deemed to give any third party any intended or incidental claim or right of action that does not otherwise exist without regard to this Agreement, against either Party.

14) GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the rules of conflict of laws thereof. The Parties agree that any dispute involving this Agreement shall be heard only in the Supreme Court of Schenectady County in the State of New York or the Federal District Court for the Northern District of New York.

The Grantee 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.

15) NOTICE. Any notice required under this Agreement shall be provided via US Mail and Email to the following addresses:

GRANTEE:

Charter Communications  
Attn: Kevin Egan  
20 Century Hill Drive  
Latham, NY 12110  
Kevin.Egan@Charter.com

GRANTOR:

Attn.: Town Clerk  
Town of Duaneburg  
5853 Western Turnpike  
Duaneburg, NY 12056

16) SEVERABILITY. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

17) MODIFICATION. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Grantor and the Grantee, which amendment shall be authorized on behalf of the Grantor through the adoption of an appropriate resolution or order by the Grantor, as required by applicable law.

18) TERMINATION. Grantor may terminate this Agreement for material breach by Grantee that Grantee fails to cure within thirty (30) days of receipt of notice of such breach from the Grantor. Grantee may terminate this Agreement for material breach by Grantor upon thirty (30) days written notice to Grantor. Upon termination, Grantee shall remit the pro rata amount of funding for the portion of the Project area not yet built to Grantor through the date of Termination.

19) NO WAIVER OF RIGHTS. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantor or Grantee may have under federal or state law unless such waiver is expressly stated herein.

20) SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors.

[Signature Page Follows]

IN WITNESS WHEREOF, this Broadband Infrastructure Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Grantor: Town of Duanesburg, New York

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Grantee: Spectrum Northeast, LLC By its Manager: Charter Communications, Inc.,

By: \_\_\_\_\_

Name: Noel Dempsey

Title: RVP, Field Operations

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

The following project description will define the scope of work to be completed in accordance with the Agreement. Grantee will install a broadband network capable of providing at least 25/3 and designed to be scalable to 100/100Mbps speeds to the following Project Area:

Project area – Suits Road and Alexander Road  
Address Range – 1253 - 1597 Suits Road  
482 – 1320 Alexander Road

**FUNDING:**

Grantor shall be obligated to pay a total of \$75,000.00 per the schedule in **Exhibit B**. Grantee shall not be obligated to construct and install the Broadband Project within the Project Area until it receives payment.

The Parties acknowledge that this Scope of Work and Grantee's cost estimates are preliminary in nature, and are subject to revision based on archeological findings or other factors identified during final engineering, including but not limited to changes in route or construction materials or techniques, and/or changes to the Scope of Work mutually agreed upon by the Parties or necessitated by circumstances causing Excusable Delay. The Parties further agree to promptly meet and discuss in good faith appropriate modifications to this Scope of Work upon the request of either Party.

**Spectrum Northeast, LLC**  
**By Charter Communications, Inc. its Manager**

**Exhibit B**  
**Payment Schedule**

<b>DUANESBURG, NEW YORK PAYMENT SCHEDULE</b>		
<b>Milestone</b>	<b>Percentage (%)</b>	<b>Amount</b>
Contract Execution	50%	\$37,500.00
Within fifteen (15) business days from the date of Written Notice by Grantee of Activation of the Project Area	50%	\$37,500.00
<b>Total Grantor Payment</b>	<b>100%</b>	<b>\$75,000.00</b>