

William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



John D. Ganther, Jr., Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, December 8, 2022

Town of Duanesburg is inviting you to a scheduled Zoom meeting.

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 889 0570 1411

Passcode: 886918

Dial in by Phone: 1-646-558-8656

Meeting ID: 889 0570 1411

Passcode: 886918

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order

Pledge of Allegiance

Prayer/Moment of Reflection

Approval of minutes for: Regular Town Board Meeting on Thursday November 10, 2022

Town Clerk's Report

Supervisor's Report

Payment of Claims

Committee Reports

Highway

Public Safety

Park

Sewer Districts #1, 2 & 3

IT

Distribution of Draft 2023 Contracts to Town Board Members.

Business Meeting:

1. **Motion to authorize the town clerk to publish a public notice for the purchase of a used utility truck.**
2. **Motion to introduce the proposed new Solar Energy Facilities Law and to set a public hearing.**
3. **Motion to approve and authorize the amended 2023 budget.**
4. **Motion to set a public hearing on the fire protection contracts for 2023.**
5. **Motion to appoint Caitlin Mattos to the Zoning Board of Appeals for a term of 5 years.**
6. **Motion to approve Professional Services Invoice No. 9 to Delaware Engineering in the amount of \$4642.50.**
7. **Motion to cancel the Town Board Meeting set for December 22, 2022 at 7pm and to set an end of year meeting on December 30, 2022 at 9 am.**
8. **Motion to set a special meeting on December 19, 2022 at 9am for the purpose of opening the sealed bids for the utility truck.**
9. **Motion to set the Organizational Meeting for January 3, 2022 at 9am.**

Privilege of the Floor:

Comments are limited to 5 minutes per person. Please state your name and address for the record. 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.

PLEASE NOTE: AGENDA ITEMS MAY BE ADDED OR DELETED WITHOUT NOTICE

Account#	Account Description	Fee Description	Qty	Local Share
	Misc. Fees	Certified Copies - Death	12	120.00
		Certified Copies - Marriage	4	40.00
		Historical Book	2	36.00
	septic repair	septic repair	3	175.00
		Sub-Total:		\$371.00
2110	Variance Application	Variance Application	1	100.00
		Sub-Total:		\$100.00
A1255	Conservation	Conservation	8	33.74
		Sub-Total:		\$33.74
A2544	Dog Licensing	Female, Spayed	5	70.00
		Male, Neutered	5	70.00
		Male, Unneutered	2	44.00
		Sub-Total:		\$184.00
B2555	Building Permits	Building Permits	5	835.00
		Sub-Total:		\$835.00
		Total Local Shares Remitted:		\$1,523.74
Amount paid to:	NYS Ag. & Markets for spay/neuter program			16.00
Amount paid to:	NYS Environmental Conservation			578.26
Total State, County & Local Revenues:		\$2,118.00		
			Total Non-Local Revenues:	\$594.26

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

_____	_____	_____	_____
Supervisor	Date	Town Clerk	Date

TOWN OF DUANESBURG

RESOLUTION NO. -2022

December 8, 2022

WHEREAS, General Municipal Law § 103 and the Town of Duanesburg Procurement Policy authorize the Town of Duanesburg Town Board to seek competitive bids for the purchase of equipment in excess of \$35,000; and

WHEREAS, the Town desires to seek bids for a utility truck; and

NOW THEREFORE BE IT RESOLVED, the Town of Duanesburg Town Clerk shall cause the attached public notice to be published in the Daily Gazette at least five (5) days before the sealed bids are publicly opened and read.

BE IT FURTHER RESOLVED, that the Town Board directs that the attached public notice and the attached bid packet shall be distributed to the attached list of capital area dealerships.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 8, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain

**NOTICE TO BIDDERS
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, on December 19, 2022 at 2 p.m., at the Town of Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York, will publicly open and read all sealed bids or proposals received pursuant to this notice for purchase by the Town of Duanesburg of a utility truck.

Bid and material specifications may be requested by phone (518-895-8920), obtained at the Office of the Town Clerk at the Town of Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York, or found on the Town's website at www.duanesburg.net.

Bid proposals must be submitted in a sealed envelope, plainly marked on the outside "Bid for Utility Truck." All sealed bid proposals must be received by the Town of Duanesburg Town Clerk by mail or personal delivery to Town of Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York, prior to 2:00 p.m., Monday, December 19, 2022.

The identity of all bidders will be posted for public review on the Town Bulletin located at Town Clerk at the Town of Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York.

The Town Board reserves the right to reject any bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 8, 2022

Iranian Energy Sector Divestment Certification

A person that is identified on a list created pursuant to paragraph (b) of subdivision three of section one hundred sixty-five-a of the state finance law as a person engaging in investment activities in Iran as described in the following paragraph, shall not be deemed a responsible bidder or offerer pursuant to section one hundred three of the New York General Municipal Law.

For purposes of this Certification, a person engages in investment activities in Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

A bid shall not be considered for award nor shall any award be made where the bidder cannot make the aforementioned certification; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. A political subdivision may award a bid to a bidder who cannot make the certification pursuant to paragraph a of this subdivision on a case-by-case basis if:

- (1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

SWORN TO ME THIS _____
DAY OF _____ 2022

Notary Public

Non-Collusive Bidding Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature

Title

Date

SWORN TO ME THIS _____
DAY OF _____ 2022

Notary Public

SPECIFICATIONS FOR PICK UP TRUCK FOR SEWER DEPARTMENT

Intent

It is the intent of these specifications to describe a utility truck (the "Utility Truck") to be purchased by the Town of Duaneburg. These are the minimum specifications. All bids shall meet or exceed these specifications.

General

The Utility Truck shall be a used $\frac{3}{4}$ or 1-ton pickup truck with either extended or crew cab.

Power train

Truck shall be supplied with V-8 gasoline engine and heavy-duty automatic transmission.

Driveline

The truck shall be four-wheel drive. The transfer case will have a high and low range. Suspension shall be adequate for the use of a front mounted snowplow.

Cab details

The cab will be either an extended cab or a crew cab. Preference will be given to rubber type flooring and vinyl seating.

Condition

The truck shall be roadworthy and current on NYS Inspection.

Towing

The truck shall be equipped with a suitable tow hitch and wiring connections for trailer lighting.

OPTION

Provide pricing as a separate line item a hydraulic operated reversible snowplow.

General Bid Specifications

1. Successful bidders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of their right, title, or interest therein, or power to execute such contract, to any other person or corporation without the previous consent in writing of the Town of Duanesburg.
2. Upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Instruction to Bidders

1. Bids must be marked: **"Bid for Utility Truck"**.
2. Warranty, up-to-date maintenance and current valid NYS inspections shall be stipulated.
3. All prices shall be F.O.B., Town of Duanesburg, New York.
4. Each bid must be accompanied by certified check of the bidder in an amount not less than five percent of the amount of total bid. Such check will be returned to the unsuccessful bidders and to the successful bidder upon delivery of the **Utility Truck**.
5. All bid proposals shall be accompanied by a signed and notarized Non-Collusion Bidding Certification and Iranian Energy Sector Divestment Certification.

GMC

Capitaland Motors GMC - 37 Saratoga Road, Schenectady, NY 12302

Goldstein Buick GMC - 1671 Central Avenue, Albany, NY 12212

Cobleskill Chevrolet Buick GMC - 2431 NY-7, Cobleskill, NY 12043

Chevy

DePaula Chevrolet - 785 Central Ave, Albany, NY 12206

Capitaland Motors - 37 Saratoga Road, Schenectady, NY 12302

DeNooyer Chevrolet - 127 Wolf Rd, Albany, NY 12205

Northstar Chevrolet - 400 Clifton Park Center Rd, Clifton Park, NY 12065

Cobleskill Chevrolet Buick GMC - 2431 NY-7, Cobleskill, NY 12043

Mangino Chevrolet – 4447 NY-30, Amsterdam NY 12010

DODGE

Lia Chrysler Jeep Dodge Ram - 2116 Central Ave, Schenectady, NY 12304

Cobleskill Chrysler Jeep Dodge Ram - 5709 2444, NY-7, Cobleskill, NY 12043

Zappone Chrysler Jeep Dodge RAM Clifton Park - 1780 AL-9, Clifton Park, NY 12065

Armory Chrysler Dodge Jeep Ram Fiat of Albany - 926 Central Avenue, Albany, NY 12205

Goldstein Chrysler Jeep Dodge Ram - 968 New Loudon Road, Latham, NY 12110

Wally's Dodge of Nelliston – 6460 State Highway 5, Nelliston NY 13410

FORD

Metro Ford - 3601 State Street – Schenectady, NY 12304

DePaula Ford – 799 Central Ave, Albany NY 12206

Latham Ford – 637 Columbia Street, Latham NY 12110

Brown's Ford of Amsterdam – 4419 State Highway 30, Amsterdam NY 12010

**RESOLUTION INTRODUCING LOCAL LAW NO. 1 of 2023
THE SOLAR ENERGY FACILITIES LAW OF THE TOWN OF DUANESBURG**

RESOLUTION NO. -2022

December 8, 2022

WHEREAS, the Town of Duanesburg has adopted a local law, local law No. 1 of 2016 regulating solar facilities, including Major Solar Facilities; and

WHEREAS, the Town Board has received recommendations for modifications to the regulation of Major Solar Facilities in the Town from the Town Planning Board, the Zoning Board of Appeals and members of the public; and

WHEREAS, the Town Board currently has a temporary moratorium on the review of Major Solar Facilities including Battery Energy Storage Systems (Local Law No. 3 of 2022) which will expire in March of 2023, if not extended; and

WHEREAS, the Town Board established a Solar Committee to revise local law No. 1 of 2016 and to draft new local laws as necessary to regulate Battery Energy Storage Systems; and

WHEREAS, the Solar Committee has completed its work after many meetings and diligent effort and has via a letter dated November 30, 2022 presented the new Solar Energy Facilities Law of the Town of Duanesburg, i.e. proposed Local Law no. 1 of 2023, to the Town Board for its review and consideration; and

WHEREAS, the Town Board has determined that the adoption of the new Solar Energy Facilities Law of the Town of Duanesburg is a Type 1 action pursuant to the NYS Environmental Quality Review Act;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby introduces the attached Proposed new Solar Energy Facilities Local Law:

BE IT FURTHER RESOLVED, that the Town Board hereby declares its intent to be SEQRA lead agency for the review of this Type 1 action;

BE IT FURTHER RESOLVED, that Town Board calls for a public hearing to be held on the attached Proposed Local Law during the regular Town Board meeting scheduled for January 26, 2022 at 7:00 p.m. at the Town of Duanesburg Town Hall located at 5853 Western Turnpike, Duanesburg, New York 12056;

BE IT FURTHER RESOLVED that the Town Clerk is directed to publish a notice of public hearing in the Schenectady Gazette, to post it on the Town website and the Town notice board and to provide the notice of public hearing and the text of the Proposed Local Law to the County and adjoining municipalities as required by law; as well as to refer the text of the proposed Local Law to the Town of Duanesburg Planning Board and Zoning Board of Appeals as required

by Town Code and to the Schenectady County Planning as required by the NYS General Municipal Law.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:
Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

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, Duanesburg New York, on **Thursday, January 26, 2023 at 7:00 p.m.** for the purpose of hearing all persons interested in the adoption of:

Local Law No. 1 of 2023 entitled “Solar Energy Facilities Law of the Town of Duanesburg” establishing new regulations for solar facilities and battery energy storage facilities in the Town of Duanesburg and repealing and replacing Local Law no. 1 of the year 2016. The proposed local law is posted on the Town Website and on the Town Bulletin Board.

BY ORDER OF THE TOWN BOARD

TOWN OF DUANESBURG

11/30/22

William Wenzel, Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Dear Supervisor Wenzel,

I hereby transmit a draft Solar Energy Facilities Law for the Town of Duanesburg prepared by the Solar Law Committee appointed by the Town Board earlier this year. This is the product of thorough research and discussion among yourself and all members of the committee. Below is a brief summary:

- The law is intended to be impartial. It is neither pro-solar nor anti-solar.
- We retained the revisions agreed to by the Town in its 2021 revision of the existing law.
- In preparing this draft, we studied about 25 other town and model solar laws. We looked at neighboring towns and towns that have had experience with solar projects. This draft is in the mainstream of those laws. There is nothing here that is radical or unique, but we probably have more provisions than most.
- We applied stricter approval standards for solar projects in Agricultural/Residential zoning districts than in industrial districts. In doing so, we attempted to treat solar facilities similarly to other industrial uses in the industrial districts.
- On the important issue of visual impact, the draft law includes more requirements than the existing law. These include double rows of evergreens and smaller trees and shrubs, screening from major highways (Routes 7, 20, 30 and I-88), and glare prevention.
- In order to reduce visual impact, projects are limited to slopes on less than 15 percent grade.
- Deforestation is limited to contiguous areas of less than 20,000 square feet, same as in the existing law.
- On setbacks, the draft law distinguishes between houses and property lines, providing greater setbacks (450 feet) from houses than from property lines (200 feet). The 450-foot setback provides a great deal of protection for homeowners, while taking minimal amounts of land from solar developers.
- On wildlife, the draft law requires on-site surveys. It protects species of "special concern," in addition to endangered and threatened, thus exceeding the New York state minimum requirement.
- On agriculture, the draft law limits installations on prime farmland soils. This is expected to have only a minor impact in Duanesburg.
- The draft law includes a separate section on emergency procedures, developed in consultation with Duanesburg Fire Chief Jeff Hoffmann, with detailed emergency response and safety provisions.
- Other provisions:
 1. Panel Height limited to 15 feet
 2. Lighting downcast and shielded
 3. Road Use — Developer pay for construction damage
 4. Blasting prohibited
 5. Noise — Adhere to state standards
 6. Construction hours limited

11/30/22

Page 2

I would like to thank you, Josh Houghton and all the committee members who worked long hours on this complex subject to produce a law that is in the best interests of the Town. We are also indebted to Town Attorney Terresa Bakner for her timely and valuable comments as we progressed through this effort.

Sincerely,



Greg Harkenrider
Solar Committee Chairman

Encl. Solar Draft 1 to Town Board

**SOLAR ENERGY FACILITIES LAW
TOWN OF DUANESBURG
LOCAL LAW No. OF 2023**

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

SECTION ONE. TITLE

This local law shall be known as the “Solar Energy Facilities Law,” and shall repeal and replace Local Law No. 1 of the year 2016.

SECTION TWO. PURPOSE

The purpose of this law shall be to provide for the siting, development and decommissioning of solar energy systems subject to reasonable conditions to reduce potential impacts on adjoining properties, while promoting the effective and efficient use of solar energy resources.

The town finds that well-planned and suitably located solar energy systems can be beneficial. This law seeks to foster thorough project planning and appropriate siting in support of the town’s Comprehensive Plan objectives of preserving its attractive and cultural landscape, and sustaining its valuable economic and natural resources, particularly agricultural land use, open spaces, natural habitats and fresh watersheds.

SECTION THREE. AUTHORITY

This local law is adopted pursuant to Sections 10 and 22 of the Municipal Home Rule Law.

SECTION FOUR. DEFINITIONS

The following terms shall have the meanings indicated. The definitions contained in the Town of Duanesburg Zoning Law shall also apply.

ANSI - American National Standards Institute

Battery Energy Storage System - One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time, not to include a stand-alone 12-volt car battery or an electric motor vehicle.

Battery Management System - An electronic system that protects energy storage systems from operating outside their safe operating parameters and disconnects electrical power to the energy storage system or places it in a safe condition if potentially hazardous temperatures or other conditions are identified.

Consumer Price Index change - The Consumer Price Index for Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Change shall be

calculated in January each year as the percentage difference between the annual average of the most recent calendar year and that of the previous year.

Glare- The effect by reflections of light with intensity sufficient as determined in a commercially reasonable manner to cause annoyance, discomfort or loss in visual performance and visibility in any material respects.

Ground-Mounted Solar Energy System- A solar energy system that is affixed to the ground either directly or by support structures or other mounting devices and that is not attached or affixed to an existing structure. Pole mounted solar energy systems shall be considered ground-mounted solar energy systems for the purposes of this local law.

Immaterial Modifications - Changes in the location, type of material or method of construction of a solar energy system that will not: (1) result in any new or additional adverse environmental impact not already reviewed and accepted for the project by the Town Planning Board; (2) cause the project to violate any applicable setbacks or other requirements of this Law; or (3) cause the project not to conform to the State Environmental Quality Review determination or findings issued by the Planning Board.

Lot Coverage - The area measured from the outer edge(s) of the arrays, inverters, batteries, storage cells and all other mechanical equipment used to create solar energy, exclusive of fencing and roadways.

NFPA - National Fire Protection Association

Nationally Recognized Testing Laboratory - A U.S. Department of Labor designation recognizing a private sector organization to perform certification for certain products to ensure that they meet the requirements of both the construction and general industry OSHA electrical standards.

Non-Participating Property - A property not owned or leased by the solar energy system operator, nor having any land use agreement or easement related to the system.

Occupied Habitat - An area in which a species listed in 6 NYCRR Part 182, defined herein as "species in need of protection," has been determined to exhibit one or more essential behaviors, including behaviors associated with breeding, hibernation, reproduction, feeding, sheltering, migration and overwintering.

Participating Property - A property owned or leased by the solar energy system operator, or a property having any land use agreement or easement related to the system. Where multiple adjacent properties are participating in a solar energy system, the combined lots shall be considered as one for the purposes of applying setback requirements.

Small-Scale Solar Energy System- Any solar energy system that meets the following provisions:

(a) Is an accessory use or structure, designed and intended to generate energy primarily for a principal use located on site.

(b) Produce up to ten kilowatts (kW) per hour of energy or solar-thermal systems which serve the building to which they are attached, and do not provide energy for any other buildings beyond the lot. Small-scale solar energy systems located on a farm operation (as per AML §301(11) definition of that term) and located in a New York State Agricultural District can produce up to 110% of the farm's needs as per the Department of Agriculture and Markets guidance document.

Solar Collector- A solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure affixed to the ground, a building, or other structure that harnesses solar radiation to directly or indirectly generate thermal, chemical, electrical, or other usable energy, or that reflects or concentrates solar radiation to a solar or photovoltaic cell, plate, panel, film, array, reflector, or other structure that directly or indirectly generates thermal, chemical, electrical, or other usable energy.

Solar Energy Equipment - Electrical material, hardware, inverters, conduit, storage devices, or other electrical and photovoltaic equipment associated with the production of electricity.

Solar Energy System - A complete system intended for the collection, inversion, storage, and/or distribution of solar energy and that directly or indirectly generates thermal, chemical, electrical, or other usable energy. A solar energy system consists of, but is not limited to, solar collectors, mounting devices or structures, generators/turbines, water and energy storage and distribution systems, storage, maintenance and/or other accessory buildings, inverters, combiner boxes, meters, transformers, and all other mechanical structures.

Solar Panel - A photovoltaic device capable of collecting and converting solar energy into electricity.

Species in Need of Protection - Species listed in Title 6, Part 182 of the New York Codes, Rules and Regulations as Endangered, Threatened or of Special Concern.

UL - Underwriters Laboratory, an accredited standards developer in the United States.

Uniform Code - The New York State Uniform Fire Prevention and Building Code adopted pursuant to Article 18 of the Executive Law, as currently in effect and as hereafter amended from time to time.

Utility-Scale Solar Energy System - Solar energy generation facility designed and intended to supply energy into a utility grid for off-site consumption.

SECTION FIVE. APPLICABILITY

1. The requirements herein shall apply to all solar energy system and equipment installations modified or installed after the effective date of this law, excluding general maintenance and repair.
2. Solar energy system installations for which a valid building permit has been issued, or, if no building permit is presently required, for which installation has commenced before the effective date of this law shall not be required to meet the requirements of this law.
3. Modifications to an existing solar energy system that increase the system's area by more than 5 percent (exclusive of moving any fencing) shall be subject to this law.
4. All solar energy systems shall be designed, erected and installed in accordance with all applicable codes, regulations and industry standards as referenced in the State Building Code.
5. To the extent that any other town law, rule or regulation, or parts thereof, are inconsistent with the provisions of this law, the provisions set forth in this law shall control only as they pertain to solar energy systems.
6. Any proposed solar energy system subject to review by the New York Board on Electric Generation and Siting and the Environment pursuant to Article 10 of the New York State Public Service Law, or the Office of Renewable Energy Siting pursuant to Article 94-c of the Executive Law, shall be subject to all substantive provisions of this law and any other applicable laws, codes, ordinances and regulations of the Town of Duanesburg, and any other applicable state or federal laws.

SECTION SIX. REQUIREMENTS FOR SMALL-SCALE SOLAR ENERGY SYSTEMS

1. Prior to installing a small-scale solar energy system, a building permit shall be obtained from the Uniform Code Enforcement Officer of the Town of Duanesburg pursuant to the requirements set forth in the Town's Zoning Ordinance Section 14.3.
2. The installation of a solar collector or panel, whether attached to the main structure, an accessory structure, or as a detached, freestanding or ground-mounted solar collector, shall meet all requirements of this section.
3. All solar collectors and related equipment shall be surfaced, designed, and sited so as not to reflect glare onto adjacent properties and roadways.

4. A ground-mounted accessory solar energy system shall comply with the setback requirements for a major accessory structure in the zoning district in which it is located.
5. A roof-mounted accessory solar energy system shall be mounted as flush as possible to the roof. To achieve proper solar orientation, panels may exceed the roofline by five feet. Ground-mounted or freestanding solar collector height shall not exceed 15 feet when oriented at maximum tilt.
6. All solar collectors and their associated support elements shall, at the time of installation, be designed according to generally accepted engineering practice to withstand wind pressures applied to exposed areas by wind from any direction, to minimize the migration of light or sound from the installation and to minimize the development of sight obstructions for adjacent structures or land parcels.
7. Photovoltaic systems that are integrated directly into building materials such as roof shingles, and that are a permanent and integral part of and not mounted on the building or structure are exempt from the requirements of this article. However, all applicable building codes shall be met and necessary permits obtained. The Code Enforcement Officer may request assistance from the Planning Board to determine whether a solar energy system should be considered exempt or not.
8. In order to ensure firefighter and other emergency responder safety, except in the case when solar panels are installed on an accessory structure less than 1,000 square feet in area, there shall be a minimum perimeter area around the edge of the roof and pathways to provide space on the roof for walking around all solar collectors and panels.
9. Free standing or ground mounted solar collectors are permitted as accessory structures in all zoning districts of the Town subject to the following additional conditions:
 - A minimum 100-foot perimeter buffer, consisting of natural and undisturbed vegetation, shall be provided around all mechanical equipment and solar panel arrays to provide screening to adjacent properties and roadways. The Planning Board may, at its discretion, reduce the buffer to a minimum of 25 feet where sufficient screening exists or is proposed.
 - The total surface areas of all ground-mounted and freestanding solar collectors shall not exceed the area of the ground covered by the building structure of the largest building on the lot measured from the exterior walls, not including patios and decks.
10. Battery Energy Storage Systems associated with a Small-Scale Solar Energy System shall have an energy capacity of no more than 600 kWh and shall comply with all applicable

provisions of Section 1206 of the Uniform Code of New York state. A building permit and an electrical permit shall be required for installation of Small-Scale Battery Energy Storage Systems.

SECTION SEVEN. REQUIREMENTS FOR UTILITY-SCALE SOLAR ENERGY SYSTEMS

1. Applications, Permits and Approvals Required and Applicable Zoning Districts

- A. A special use permit and site plan approval by the Town of Duanesburg Planning Board and a town building permit shall be required for all utility-scale solar energy systems. Such systems shall only be permitted in the R-2, C-1, and C-2 Zoning Districts. The Planning Board shall concurrently review the site plan and special use permit applications.
- B. At the earliest possible date in the project planning process, the applicant shall contact the Town's Uniform Code Enforcement Officer to schedule a pre-submission conference with the Planning Board in the manner set forth in the Town Zoning Code Section 14.6.2.2. At this time, the applicant shall provide the opportunity for an on-site visit by Planning Board members.
- C. All applications for utility-scale solar energy systems shall be accompanied by applicable fees as may be established by the Town Board. When the Planning Board determines that a review will require engineering, legal, environmental or planning costs, the applicant shall provide an escrow account to pay for such costs. The escrow account shall be in an amount as determined by the Planning Board and shall be replenished when required by the Planning Board. Once the Planning Board has determined the amount of escrow, the account shall be established prior to any further Planning Board review.
- D. The public hearing that is required in connection with application for a special use permit will be held simultaneously on the proposed site plan. All adjacent property owners will be notified of the public hearing on the application for special use permit and site plan approval in the manner set forth in the Town Zoning Code Section 14.6.2.4(B).
- E. All applications for utility-scale solar energy systems shall include the following:
 - (1) A site plan prepared by a professional engineer registered in New York State including:
 - (a) Property lines and physical dimensions of the site;
 - (b) Location, approximate dimensions and types of existing structures and uses on the site, public roads, and other properties within 1,000 feet of the boundaries of the site;

- (c) Location and description of all solar energy system components, whether on site or off site, existing vegetation and proposed clearing and grading of all sites involved. Clearing and/or grading activities are subject to review by the Planning Board and shall not commence until the issuance of the SEQRA special use permit and site plan approval;
- (d) Location of all above and below-ground utility lines on the site as well as transformers, the interconnection point with transmission lines, and other ancillary facilities or structures, including accessory facilities or equipment;
- (e) Locations of setback distances as required by this law;
- (f) All other proposed facilities, including electrical substations, storage or maintenance units, fencing and laydown and storage areas to be used as part of construction;
- (g) All site plan application materials required under Section 14.6.1.4 of the Zoning Law of the Town of Duanesburg. The Planning Board may waive those items in Section 14.6.1.4 that it deems inapplicable to a solar energy system application.
- (2) An electrical diagram detailing the solar energy system installation, associated components, and electrical interconnection methods, with all disconnects and over-current devices identified.
- (3) Documentation of access to the project site(s), including location of all access roads, gates, parking areas, etc.
- (4) A storm water pollution prevention plan as per NYS DEC requirements to detail storm water runoff management and erosion control plans for the site.
- (5) Documentation of utility notification, including an electric service order number.
- (6) Decommissioning plan, including cost estimate and description and form of financial surety as described in Section Nine of this law.
- (7) Photo simulations shall be included showing the proposed solar energy system in relation to the building/site along with elevation views and dimensions, and manufacturer's specs and photos of the proposed solar energy system, solar collectors, and all other components.
- (8) Part I of the Full Environmental Assessment Form filled out.
- (9) A sound study providing details of the proposed noise that may be generated by inverter fans, or other noise-generating equipment that may be included in the project,

including actual readings of existing daytime and night time ambient noise at the boundary of the participating properties; the sound study shall predict the potential increase in noise from the project over the existing ambient noise levels.

(10) A GIS viewshed analysis of the Zone of Visual Impact (ZVI); defined as the area from which the proposed undertaking may be visible within a one-half mile (0.5) buffer around solar fields covering 4 to 40 acres in size, and a one-mile buffer around solar fields greater than 40 acres in size. Positive visibility of the solar field must be based upon bare-earth topography only (do not factor in vegetation). The analysis should be presented as an orthorectified aerial base map with the buffer boundary and project area indicated and ZVA highlighted.

(11) The results of on-site bird and bat migration, nesting and habitat surveys. Surveys must be conducted during the appropriate seasonal windows during one year prior to submittal of an application. Applicants shall use the most recent New York State Department of Environmental Conservation survey protocols for grassland birds and winter raptors. For other wildlife, applicants shall follow NYSDEC guidance on appropriate survey methods.

2. Permitting Requirements

Requirements “A” through “O” below shall apply to all utility-scale solar energy systems:

A. Code Compliance

All utility-scale solar energy systems shall adhere to all applicable Town of Duanesburg building, plumbing, electrical, and fire codes. Except for conditions specified in this law, all systems shall comply with the provisions of the town zoning ordinance for the zoning district in which they are located.

B. Fencing

All electrical and control equipment, including any battery and storage cells, shall be labeled and secured to prevent unauthorized access. Such equipment shall be enclosed with a seven-foot high fence as required by the National Electrical Code. Fencing shall be located inside the tree buffer described in Requirement “D” of this subsection.

C. Signs

Warning signage shall be placed on solar equipment to the extent appropriate. Solar equipment shall not be used for displaying advertising. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except: (a) manufacturer’s or installer’s identification; (b) appropriate warning signs and placards; (c) signs that may be required by a federal or state agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger.

D. Visual Impact

The solar facility, including any proposed off-site infrastructure, shall be located and screened in such a way as to avoid visual impacts as viewed from public locations, public dedicated roads and highways, residences located on contiguous parcels, or other locations identified by the Planning Board. Acceptable screening would include maintenance of existing vegetation, new vegetative barriers or berms, landscape screen or other opaque enclosures, or any combination thereof acceptable to the Town capable of fully screening the site. The applicant shall guarantee that all plantings that form part of the approved landscape and screening plan will be maintained and replaced if necessary during the life of the project.

- 1) When the site is surrounded by existing mature trees, a buffer where no trees shall be cut shall be established and maintained as a wild zone for the life of the facility. The exception to this shall be dead or diseased trees, which will be cut and removed so as to encourage healthy growth of existing trees.
- 2) Trees to be included in screening shall be native and non-invasive species of evergreen, e.g. Eastern red cedar and white spruce, a minimum of 8' tall and 3" in diameter at breast height. It shall be determined and documented by the developer if at the time of planting if any species are threatened due to regional blight, disease, etc. Final decisions on appropriate plantings will be made by the Planning Board.
- 3) The solar facility shall provide for the creation of a buffer that has an offset, double row of densely growing evergreens with the addition of some smaller trees and shrubs in front to create more of a naturalized hedgerow habitat. The purpose of the double row is to provide additional screening early while the trees are still small. While the evergreens should be the dominant tree for screening, addition of some smaller trees and shrubs are to be provided to benefit wildlife and aesthetics.

Appropriate shrubs and small trees to include to create a hedgerow could be shadbush, flowering dogwood, flowering raspberry, maple leaved viburnum, nannyberry, and choke cherry.
- 4) The plans shall show maximum buffering and screening of utility-scale solar systems that are visible from the Route 20, Route 30 or Routes 7 and I-88 corridors.
- 5) The design, construction, operation, and maintenance of any solar energy system shall prevent the misdirection and/or reflection of solar rays onto neighboring properties, public roads, and public parks in excess of that which already exists. The Planning Board reserves the right to individually assess what they deem to be sensitive areas on any proposed solar facility site as part of their

review to ensure that negative impacts of solar ray reflection will be prevented. All solar panels shall have anti-reflective coating(s) not identified as a hazardous material by the U.S. Environmental Protection Agency, unless an applicant demonstrates the hazardous material is unlikely to cause harm to people, plants or animals when released into the environment. The applicant shall adhere to all federal and state laws, regulations and guidelines regarding PFAS and polytetrafluoroethylene (PTFE) films.

6) All structures and devices used to support solar collectors shall be non-reflective and/or painted a subtle or earth tone color to aid in blending the facility into the existing environment.

E. Panel Height

Ground-mounted solar panel arrays shall not exceed 15 feet in height when oriented at maximum tilt.

F. Lot Coverage

A utility-scale solar energy system shall not exceed 60 percent lot coverage, as defined herein.

G. Wetlands

Solar energy systems shall meet wetland requirements as provided in Title 6, Parts 663 and 664 of the New York Codes, Rules and Regulations and stream requirements as provided in Title 6, Part 608 of the NYCRR and shall meet all Clean Water Act requirements for placement of fill in Waters of the United States.

H. Lighting

Artificial lighting of solar energy systems shall be limited to lighting required for safety and operational purposes and shall be cast downward and shielded from all neighboring properties and public roads. Lighting shall be capable of manual or auto-shut off switch rather than motion detection.

I. Access and Parking

A road and parking will be provided to assure adequate emergency and service access. Maximum use of existing roads, public and private, shall be made. Any new access road will be reviewed for fire safety purposes by the Town Building Inspector and the chief of the fire company that serves the area containing the property. Site access shall be maintained at a level acceptable to the local fire department and emergency medical services, including snow removal. Solar facility access road shall be no greater than 26

feet wide. All roadways associated with the solar energy system shall remain unpaved and of pervious surfaces.

J. Slopes

No solar panels shall be placed on slopes of 15 percent or greater as averaged over 50 horizontal feet. No cutting or filling may be done to alter natural slopes for placement of panel arrays.

K. Drainage

The solar energy system shall comply with New York state stormwater regulations as set forth in GP-0-20-001, as amended. The Stormwater Pollution Prevention Plan shall demonstrate that the solar system will not create adverse drainage, runoff or hydrology conditions that could impact adjoining and other non-participating properties in violation of New York state stormwater requirements.

L. Road Use

Designated traffic routes for construction and delivery vehicles to minimize traffic impacts, wear and tear on local roads, and impacts on local business operations shall be proposed by the applicant and reviewed by the Planning Board.

M. Blasting

Blasting is prohibited for the construction of all utility-scale solar energy facilities.

N. Cemeteries

Utility-scale solar energy systems structures and equipment shall avoid rural cemeteries and burial grounds. The applicant shall consult with the town historian to identify any such burial grounds within the project site.

O. Facilities on Water

Utility-scale solar energy systems shall not be installed on town-owned bodies of water.

Requirements "P" through "V" below shall apply only in the R-2 and C-1 zoning districts:

P. Deforestation

Previously cleared or disturbed areas are preferred locations for solar projects. Forested sites shall not be deforested to construct solar energy facilities. Brush and isolated trees or stands of trees in otherwise open fields or scrubland may be cut, however clear cutting of trees more than three inches in diameter at breast height in a single contiguous area

exceeding 20,000 square feet is prohibited. This clearing restriction shall not apply to trees cleared for the access road.

Site disturbance, including but not limited to, grading, soil removal, excavation and soil compaction in connection with installation of utility-scale solar energy facilities shall be minimized to the extent practicable.

Q. Setbacks

There shall be a minimum 200 foot buffer between any structures and equipment of the utility-scale solar energy system and the parcel boundary line with any non-participating property, public road or public area. In addition, all structures and equipment shall be set back a minimum of 450 feet from the exterior of any occupied residence located on a non-participating property. Fencing, collection lines, access roads and landscaping may occur within the setbacks.

R. Wildlife

Solar energy systems shall avoid or minimize adverse impacts to species in need of protection, as defined herein, or their occupied habitats, to the maximum extent practicable.

S. Agriculture

Solar energy systems shall limit the use of agricultural areas within their project limits to no more than 10 percent of soils classified by the NYS Department of Agriculture and Markets' Agricultural Land Classification as mineral soils groups 1 through 4. All solar energy systems shall adhere to the Department of Agriculture and Markets' Guidelines for Construction Mitigation for Agricultural Lands.

T. Underground Wiring

All transmission lines and wiring associated with a utility-scale solar energy system shall be buried and include necessary encasements in accordance with the National Electric Code. The Planning Board may waive this requirement if sufficient engineering data is submitted by the applicant to demonstrate that underground transmission lines are not feasible or practical. The applicant is required to show the locations of all proposed overhead and underground electric utility lines including substations, switchyards, junction boxes and other electrical components for the project on the site plan. All transmission lines and electrical wiring shall be in compliance with the utility company's requirements for interconnection.

U. Noise

Noise levels from the solar energy system will comply with the noise limits for solar energy facilities contained in the New York Office of Renewable Energy Siting regulations at 19 NYCRR 900-6.5(b) by implementing the design required by 19 NYCRR 900-2.8 except that the standards applicable to existing non-participating residences shall also be met for existing participating residences.

V. Construction Hours

Pre, post and during construction working hours shall be limited to Monday through Friday between the hours of 8 a.m. and 6 p.m. The Planning Board shall have discretion on whether or not to allow work on Saturdays. Work shall not be done outside these hours or on Sundays and holidays, to ensure the quiet rural characteristics of the Town. Construction lighting shall be limited consistent with Requirement "H" above.

3. Contractual Requirements

Prior to obtaining site plan approval, the applicant for a utility-scale solar energy system shall execute the following contractual agreements with the Town:

A. Road Use

Utility-scale solar energy systems shall execute a road use agreement with the Town if town roads are to be used for the project. Prior to the issuance of the building permit and commencement of construction, an existing condition survey of the approved hauling routes using town roads shall be undertaken by the applicant at the applicant's expense. Any road damage during construction caused by the operator or its subcontractors on town roads shall be repaired or reconstructed to the satisfaction of the Town Highway Superintendent at the operator's expense.

B. Indemnification

The applicant for a utility-scale solar energy system shall execute an indemnification agreement with the Town. The agreement shall require the applicant/owner/operator to at all times defend, indemnify, protect, save, hold harmless and exempt the Town and its officers, councils, employees, attorneys, agents and consultants from any and all penalties, damages, costs or charges arising out of any and all claims, suits, demands, causes of action or award of damages whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of or be caused by the placement, construction, erection, modification, location, equipment's performance, use, operation, maintenance, repair, installation, replacement, removal or restoration of said solar energy system, excepting however any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the Town or its employees or agents. With respect to the

penalties, damages or changes referenced herein, reasonable attorneys' fees, consultant fees and expert witness fees are included in those costs that are recoverable by the Town.

C. Decommissioning

The applicant shall execute a decommissioning agreement as described in Section Nine of this law.

D. Payment-in-Lieu of Taxes

1. The applicant for a utility-scale solar energy system shall enter into an agreement for a payment in lieu of taxes (PILOT) with the Town Board pursuant to Real Property Tax Law Section 487. This PILOT agreement shall be reviewed and approved by the Town Board. A PILOT agreement executed with the county IDA, acceptable to the Town Board, in its sole discretion, for the solar energy system may serve to meet the requirements of this section.
2. No building permit shall be issued or construction commenced for a solar energy system requiring a PILOT until such time as the PILOT agreement has been executed by all parties and recorded at the Office of the County Clerk.
3. The PILOT shall run to the benefit of the Town and be executed by the operator and the owners of the real property upon which the solar energy system is to be located and such signatures be notarized in such a way that allows the PILOT agreement to be recorded at the Office of the County Clerk. Prior to commencement of construction, the PILOT agreement shall be recorded at the Office of the County Clerk as a lien on the property and indexed against the property/properties upon which the solar energy system is to be constructed. The intent of the above provisions is so that should the operator of the solar energy system default with regard to such PILOT agreement, that such obligation will become the responsibility of the then owner of the property upon which the solar energy system is sited and that failure to satisfy the terms of such agreement will permit the Town to enforce such agreement as against the owner.

E. Community Host

The applicant shall enter into a community host agreement providing a public benefit fee to mitigate the additional burdens placed on the town as a result of the project. The fee shall be utilized as a source of funding for prospective costs and expenses associated with and related to anticipated municipal services and additional infrastructure improvements to be provided as a result of the project's presence within the town.

4. System Operations

A. Safety/Emergency Response

Before any utility-scale solar energy system becomes active, the owner of the system shall arrange an on-site meeting with the fire department having primary coverage of the project area to review the components of the system, safety issues and procedures for emergency response. This shall include details on the location of labeled warnings, access to the site, and emergency disconnection of the system. In addition, the Town may require the installation of placards that provide mutual aid responders with sufficient information to protect them when responding to calls on site.

B. Ownership Changes

If the owner or operator of the solar energy system changes or the owner of the property changes, the special use permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special use permit, site plan approval, decommissioning plan, security and any agreements. A new owner or operator of the solar energy system shall notify the Building Inspector and the Town Supervisor of such change in ownership or operator 30 days prior to the ownership change.

C. Annual Report

On a yearly basis, the solar energy system owner shall provide the Town a report showing the rated capacity of the system and the amount of electricity that was generated by the system and transmitted to the grid. The report shall be submitted no later than 30 days after the end of the calendar year.

D. Vegetation

Following construction of a utility-scale solar energy system, all disturbed areas where soil has been exposed shall be reseeded with native grasses and/or planted with low-level vegetation capable of preventing soil erosion and airborne dust.

E. Project Changes

Any post-approval changes to the solar energy system, except for immaterial modifications as defined herein, shall be done by amendment to the special use permit only and shall be subject to the requirements of Section Seven of this law.

Unless expressly limited by a condition imposed in the permit, the Town Zoning Officer, Code Enforcement Officer, Building Inspector or other Town designee may, during project construction, allow immaterial modifications to the design of the project as represented in the final set of site plans reviewed by the Planning Board. Such immaterial modifications shall only be allowed in response to a written request by the applicant or

permittee. All such requests shall be addressed to the authorized Town designee, with copies to the Chairman of the Planning Board, other Town designee, and the Town's designated consultants.

F. Certification

After completion of a utility-scale solar energy system, the applicant shall provide a post-construction certification from a professional engineer registered in New York State that the project complies with applicable codes and industry practices and has been constructed and is operating according to the design plans. The applicant shall further provide certification from the utility that the facility has been inspected and connected.

G. Insurance

1. The holder of a Special Use Permit for a solar energy system shall agree to secure and maintain for the duration of the permit, public liability insurance as follows (unless waived by the Town Board for smaller systems):

- a) Commercial general liability covering personal injuries, death and property damage: \$5,000,000 per occurrence, \$10,000,000 aggregate, which shall specifically include the Town and its officers, councils, employees, attorneys, agents and consultants as additional named insured;
- b) Umbrella coverage: \$10,000,000

2. Insurance Company: The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with at least a Best's rating of "A".

3. Insurance Policy Cancellation: The insurance policies shall contain an endorsement obligating the insurance company to furnish the Town with at least 30 days prior written notice in advance of cancellation.

4. Insurance Policy Renewal: Renewal or replacement policies shall be delivered to the Town at least 15 days before the expiration of the insurance that such policies are to renew or replace.

5. Copies of Insurance Policy: No more than 15 days after the grant of the permit and before construction is initiated, the permit holder shall deliver to the Town a copy of each of the policies or certificates representing the insurance in the required amounts.

6. Certificate of Insurance: A certificate of insurance that states it is for information purposes only and does not confer sufficient rights upon the Town shall not be deemed to comply with this law.

SECTION EIGHT. BATTERY ENERGY STORAGE SYSTEMS

Battery energy storage systems with capacity of more than 600 KWh are permitted in conjunction with utility-scale solar energy systems subject to the following conditions:

Code Compliance - Battery Energy Storage Systems shall comply with all applicable provisions of Section 1206 of the Uniform Code of New York state. A building permit and an electrical permit shall be required for installation.

Commissioning Plan - Such plan shall document and verify that the system and its associated controls and safety systems are in proper working condition per requirements set forth in the Uniform Code. Where commissioning is required by the Uniform Code, Battery Energy Storage System commissioning shall be conducted by a New York state-licensed professional engineer after the installation is complete but prior to final inspection and approval. A corrective action plan shall be developed for any open or continuing issues that are allowed to be continued after commissioning. A report describing the results of the system commissioning and including the results of the initial acceptance testing required in the Uniform Code shall be provided to the town code enforcement officer prior to final inspection and approval, and maintained at an approved on-site location.

Fire Safety Compliance Plan - Such plan shall document and verify that the system and its associated controls and safety systems are in compliance with the Uniform Code.

Operation and Maintenance Manual - Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth in the Uniform Code.

System Certification - Battery Energy Storage Systems and equipment shall be listed by a nationally recognized testing laboratory to UL 9540 (Standard for Battery Energy Storage Systems and Equipment) or approved equivalent, with subcomponents meeting each of the following standards, as applicable:

- 3) UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),
- 2) UL 1642 (Standard for Lithium Batteries),
- 3) UL 1741 or UL 62109 (Inverters and Power Converters),
- 4) Certified under the applicable electrical, building and fire prevention codes as required,

5) Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

Safety - Battery Energy Storage Systems, components and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA 70.

Noise - Battery Energy Storage Systems shall be located as close as practicable to the center of the solar panel array and shall not cause the Solar Energy System to exceed the noise limits specified in Section Seven of this law.

Signage - Signs shall comply with ANSI Z535 and include the type of technology associated with the Battery Energy Storage System, any special hazards, the type of suppression system installed in the area of the battery system, and 24-hour contact information, including reach-back phone number.

Vegetation and Tree-Cutting - Areas within 20 feet on each side of the Battery Energy Storage System shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants may be used as ground cover provided they do not form a means of readily transmitting fire.

Emergency Operations Plan - The applicant shall prepare a safety/emergency response plan in cooperation with town emergency service providers.

A copy of the approved Emergency Operations Plan shall be given to the system owner, the local fire department, and local fire code official. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials and emergency responders. The emergency operations plan shall include the following information:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.
2. Procedures for inspection and testing of associated alarms, interlocks, and controls.
3. Procedures to be followed in response to notifications from the solar energy system and/or battery energy storage system that, when provided, could signify potentially dangerous conditions, including shutting down equipment, summoning

service and repair personnel, and providing agreed upon notification to fire company personnel for potentially hazardous conditions in the event of a system failure. All means of shutting down the solar energy system shall be clearly marked.

4. The property must be inspected after a National Weather Service designation of a Severe Weather Watch or Severe Weather Warning to ensure that the property did not sustain damage. Reports of such inspection shall be filed with the Town Building Inspector.
5. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and/or extinguishing the fire.
6. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.
7. Procedures for dealing with solar energy system and/or battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged equipment from the facility. System owner shall provide guaranteed non-emergency and emergency response times of a qualified subject matter expert to the Building Department and local emergency responders.
8. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders, that shall include but not be limited to a smoke plume test for evacuation purposes.
9. Procedures and schedules for conducting drills of these procedures and for training local emergency responders on the contents of the plan and appropriate response procedures. Training shall be done annually and shall include local and mutual aid emergency responders.
10. The system owner shall notify the local fire department, county emergency management office and the town building inspector at least one week prior to any scheduled maintenance or battery swap out.
11. In the event of a fire, all contaminated soil must be removed and disposed of properly, in accordance with all applicable laws.

Retention Pond - The applicant for a utility-scale solar energy system shall consult with the fire department with primary coverage of the project area on the best fire suppression

system for the planned battery technology. If the fire department determines that water is necessary, the applicant shall develop a well or retention pond(s) holding a sufficient amount of water as determined in site plan review, with dry hydrants (arrangement of piping with one end in the water and the other extending to dry land), for emergency firefighting use. The Planning Board may waive this requirement if it determines that the project area is adequately served by public water supply.

Battery Management System - Battery Energy Storage Systems shall use a Battery Management System, which will incorporate an HVAC system to maintain environmental temperature and manage humidity for optimal operating conditions for batteries. The BMS must be capable of collecting data at the battery cell and module levels, monitoring temperature, voltage, current, state of charge, and state of health to detect abnormal battery conditions and provide information to prevent and mitigate potential emergency events.

Monitoring - Battery Energy Storage Systems shall be monitored 24 hours a day, seven days a week, from a remote operations center that can shut off project components when abnormal conditions are identified. The BESS shall also have smoke alarms and fire detection systems that will trigger audio/visual alarms on the BESS containers and be monitored remotely by the operations center, where operators will contact local personnel immediately and ensure that local emergency responders are notified in the event of an emergency.

Delivery - No batteries will be delivered to the project site until they are ready to be activated and placed into service. On-site storage of batteries for more than 72 hours prior to activation is prohibited.

SECTION NINE. ABANDONMENT OR DECOMMISSIONING OF SYSTEMS

1. Decommissioning Plan

An owner or operator of a utility-scale solar energy system that has not generated electricity for a period of six consecutive months must notify the Town Supervisor and the Town Building Inspector in writing that the system is no longer operating. If the system ceases to operate for an additional 12 consecutive months, the system shall be deemed to be abandoned and shall be decommissioned within six months by the owner or operator. A decommissioning plan shall be submitted as part of the special use permit application to the Planning Board. The decommissioning plan shall be signed by the owner and/or operator of the solar energy system, identify the anticipated life of the project, and include, but not be limited to, the following provisions:

- a. The removal of all energy facilities, structures and equipment including any subsurface wires and footings from the parcel. Any access roads created for

building or maintaining the system shall also be removed and re-planted with vegetation.

- b. The cost of removing the entire solar energy system based upon prevailing wages and any other requirements applicable to municipalities under state or federal law and no salvage value shall be attributed to any of the components of the solar energy system and/or the solar energy equipment.
- c. A schedule and methods for the removal of the solar energy system and/or the solar energy equipment, including any ancillary structures.
- d. The time required to restore the property to its pre-installed condition and to repair any damage caused to the property by the installation and removal of the solar energy system.
- e. A plan for restoring the property to its pre-installed condition, including grading and vegetative stabilization to eliminate any negative impacts to surrounding properties, and, where if it was previously used for farming, with vegetation suitable for farming purposes, i.e. a hay field, crops or grazing.
- f. A proposed Decommissioning Agreement, which shall be provided by the applicant and approved by the Town Board. No building permit shall be issued for a solar energy system until the Decommissioning Agreement between the applicant and the town has been executed and financial security provided as below set forth.

2. Security

- a. Security shall be in an amount sufficient to ensure the good faith performance of the terms and conditions of the permit issued pursuant hereto and to provide for the removal of the solar energy system and restoration of the site subsequent to removal. The Security shall be an evergreen letter of credit issued by an A-rated financial institution (relating to Standard & Poor's Rating Services, Inc. ("S&P")) or any successor agency thereto) or an A3 rating financial institution (relating to Moody's Investor Services ("Moody's")) or any successor rating agency thereto)) on behalf of the company, substantially in the form attached hereto as Exhibit A. The amount of the bond or security shall be 125 percent of the estimated cost of removal of the solar energy system and restoration of the property, with an escalator of 2 percent annually (or Consumer Price Index change if more than the annual escalator of 2 percent) for the life of the solar energy system, and shall not take into account the net salvage value of any such project components. The security established by the agreement shall not be subject to disclaimer or rejection in a bankruptcy proceeding.

- b. In the event of default upon performance of such conditions, after proper notice and expiration of any cure periods, the security shall be forfeited to the Town, which shall be entitled to maintain an action thereon. The security shall remain in full force and effect until 90 days after the restoration of the property, as set forth in the decommissioning plan, is completed.

SECTION TEN. PUBLIC UTILITY USE

A solar energy facility shall not be considered a Public Utility Use as that term is defined in Section 3.5.119 of the Town of Duanesburg Zoning Ordinance adopted by the Town Board on June 11, 2015.

SECTION ELEVEN. SEVERABILITY

The invalidity of any clause, sentence, paragraph or provision of this local law shall not invalidate any other clause, sentence, paragraph or part thereof.

SECTION TWELVE. EFFECTIVE DATE

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

**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: Town of Duaneburg Solar Energy Facilities law		
Project Location (describe, and attach a general location map): Town of Duaneburg, Schenectady County		
Brief Description of Proposed Action (include purpose or need): Town adoption of a new local law regulating Solar facilities and battery energy storage facilities in the Town of Duaneburg and repealing and replacing Local Law no.1 of the year 2016		
Name of Applicant/Sponsor: William Wenzel		Telephone: 518-895-8920
		E-Mail: wwenzel@duaneburg.net
Address: 5853 Western Turnpike		
City/PO: Duaneburg	State: New York	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 Council, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Board	12/22/22
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
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 Department	
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.		
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 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):	

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 type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, identify the plan(s):	

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?

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? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

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)?

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 1 (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

- Do existing sewer lines serve the project site? Yes No
- Will a line extension within an existing district be necessary to serve the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

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):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

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? Yes No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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)?

- If to surface waters, identify receiving water bodies or wetlands: _____

- Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

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? Yes No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

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? Yes No

If Yes:

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) Yes No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____ 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)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

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? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<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: _____
--	---

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

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? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • 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 Covertypes	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: _____

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: _____

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? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

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? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

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 William Wenzel Date _____

Signature _____ Title Town Supervisor

PRINT FORM

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

Agency Use Only [If applicable]
Project : Solar Energy Facilities Law
Date : 12/5/22

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"/>

l. 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. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

	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 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 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 type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input 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 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 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 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. NO YES
 (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	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. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (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>			
	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)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
ii. More than 3.5 tons/year of nitrous oxide (N ₂ O)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
iv. More than .045 tons/year of sulfur hexafluoride (SF ₆)	D2g	<input type="checkbox"/>	<input type="checkbox"/>
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	<input type="checkbox"/>	<input type="checkbox"/>
vi. 43 tons/year or more of methane	D2h	<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.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	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.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</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. 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.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</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 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. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</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 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, E2o, 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) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", go to Section 13.</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 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 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 type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input 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 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 type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

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

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.

The proposed Local Law regulating solar facilities and battery energy storage facilities in the Town of Duanesburg has been evaluated for potential environmental impacts in accordance with the SEQRA Full Environmental Assessment Form, Part 2- Identification of Potential Impacts. None of the potential impacts have been identified as Moderate to Large for the proposed adoption.

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

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ 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: Local Law #1 2023 Solar Facility Law of the Town of Duanesburg

Name of Lead Agency: Town Board Town of Duanesburg

Name of Responsible Officer in Lead Agency: William Wenzel

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: Melissa Defer

Address: 5853 Western Turnpike, Duanesburg NY 12056

Telephone Number: 518-895-2040

E-mail: mdefer@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>

PRINT FULL FORM

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2022

December 8, 2022

WHEREAS, the Town of Duanesburg Town Supervisor, as Town Budget Officer, received a budget amendment request for the 2023 fiscal year; and

WHEREAS, the amendments are a result of the initial budget presentation format not being consistent with the latest format protocol as required by NYS Office of Comptroller; and

WHEREAS, the amended budget was filed with the Town Clerk's Office; and

WHEREAS, the Town Clerk presented the Amended Budget to the Town Board at the meeting of the Town Board on December 8, 2022;

NOW THEREFORE BE IT RESOLVED, that the Town Board approves and authorizes the attached amended budget for 2023 and directs that it be filed and posted as required by law.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its meeting held on December 8, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain

TOWN OF DUANESBURG

COUNTY OF SCHENECTADY

**VILLAGE WITHIN TOWN:
DELANSON**

DRAFT

DRAFT

AMENDED ADOPTED

**TOWN BUDGET
YEAR 2023**

Certification of Town Clerk

*I, Jennifer Howe, Town Clerk, certify that the following
is true and correct copy of the Year 2023 Budget of the
Town of Duanesburg as adopted by the Town Board on
The ___ day of November 2023.*

Signed _____
Dated _____

**TOWN OF DUANESBURG
SUMMARY OF TOWN BUDGET
YEAR 2023**

CODE FUND	APPROPRIATIONS AND PROVISIONS FOR OTHER USES	LESS ESTIMATED REVENUES	LESS UNEXPENDED BALANCE	AMOUNT TO BE RAISED BY TAX
A GENERAL	\$1,345,711	\$571,990	\$175,000	\$598,721
B GENERAL - OUTSIDE VILLAGE	\$248,609	\$173,609	\$75,000	\$0
DA HIGHWAY - TOWNWIDE	\$413,450	\$115,450	\$0	\$298,000
DB HIGHWAY - OUTSIDE VILLAGE	\$470,000	\$470,000	\$0	\$0
TOTAL	<u>\$2,477,770</u>	<u>\$1,331,049</u>	<u>\$250,000</u>	<u>\$896,721</u>

SPECIAL DISTRICTS:	APPROPRIATIONS AND PROVISIONS FOR OTHER USES	LESS ESTIMATED REVENUES	LESS UNEXPENDED BALANCE	AMOUNT TO BE RAISED BY TAX
SL1 LIGHTING DISTRICT #1 QUAKER STREET	\$4,000	\$0	\$0	\$4,000
SL2 LIGHTING DISTRICT #2 DUANESBURG	\$7,000	\$0	\$0	\$7,000
SL3 LIGHTING DISTRICT #3 MARIAVILLE	\$3,000	\$0	\$0	\$3,000
SD1 DRAINAGE DISTRICT	\$1,000	\$0	\$0	\$1,000
FIRE DISTRICT #1 QUAKER STREET	\$142,308	\$0	\$0	\$142,308
FIRE DISTRICT #2 DUANESBURG	\$265,000	\$0	\$0	\$265,000
FP2 FIRE PROTECTION DISTRICT #2	\$281,881	\$0	\$0	\$281,881
FP3 FIRE PROTECTION DISTRICT #3 (COMBINED)	\$239,783	\$0	\$0	\$239,783
SS1 SEWER DISTRICT #1 QUAKER STREET/DELANSON	\$351,902	\$1,000	\$0	\$350,902
SS2 SEWER DISTRICT #2 MARIAVILLE (WITHIN THE TOWN)	\$350,545	\$1,000	\$0	\$349,545
SS3 SEWER DISTRICT #3 DUANESBURG	\$159,648	\$1,000	\$0	\$158,648
TOTAL SPECIAL DISTRICTS	<u>\$1,806,067</u>	<u>\$3,000</u>	<u>\$0</u>	<u>\$1,803,067</u>

**Town of Duanesburg
2023 TOWN BUDGET**

**GENERAL FUND - FUND A
ESTIMATED APPROPRIATIONS**

		BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 09/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
GENERAL GOVERNMENT SUPPORT								
	Code							
TOWN BOARD								
Personal Services	1010.01.100	\$28,069	\$28,080	\$28,100	\$18,732	\$28,100	\$28,100	\$28,100
Equipment	1010.01.200	\$0	\$70	\$0	\$0	\$100	\$100	\$100
Contractual	1010.01.400	\$336	\$339	\$300	\$972	\$500	\$500	\$500
TOTAL		\$28,405	\$28,489	\$28,400	\$19,404	\$28,700	\$28,700	\$28,700
JUSTICES								
Personal Services	1110.01.100	\$32,938	\$32,830	\$32,633	\$21,998	\$32,632	\$32,632	\$32,632
Court Clerk	1110.01.101	\$19,997	\$23,243	\$32,700	\$18,940	\$33,026	\$37,640	\$37,640
Court Security	1110.01.103	\$2,052	\$2,064	\$2,000	\$2,940	\$3,500	\$3,500	\$3,500
Contractual	1110.01.400	\$4,243	\$3,938	\$3,000	\$1,247	\$1,500	\$1,500	\$1,500
TOTAL		\$59,190	\$61,875	\$70,393	\$46,125	\$70,657	\$75,272	\$75,272
SUPERVISOR								
Personal Services	1220.01.100	\$24,047	\$22,390	\$21,140	\$13,820	\$21,140	\$21,140	\$21,140
Deputy Supervisor	1220.01.102	\$2,813	\$2,813	\$2,813	\$1,875	\$2,813	\$2,813	\$2,813
Human Resources/Town Board Clerk	1220.01.101	\$32,189	\$36,400	\$38,220	\$24,900	\$40,131	\$40,131	\$40,131
Equipment	1220.01.200	\$0	\$0	\$1,000	\$0	\$500	\$500	\$500
Contractual	1220.01.400	\$511	\$820	\$500	\$673	\$1,000	\$1,000	\$1,000
TOTAL		\$59,560	\$62,523	\$63,673	\$41,357	\$65,584	\$65,584	\$65,584
BUDGET								
Personal Services	1340.01.100	\$2,500	\$3,750	\$5,000	\$3,333	\$7,500	\$7,500	\$7,500
TOTAL		\$2,500	\$3,750	\$5,000	\$3,333	\$7,500	\$7,500	\$7,500
ASSESSOR								
Personal Services	1355.01.100	\$17,837	\$17,500	\$35,000	\$19,959	\$37,000	\$37,000	\$37,000
Assessor Clerk	1355.01.101	\$18,407	\$14,239	\$16,708	\$10,961	\$17,543	\$17,543	\$17,543
Equipment	1355.01.200	\$360	\$1,086	\$1,000	\$1,558	\$500	\$500	\$500
Contractual	1355.01.400	\$4,541	\$2,183	\$1,000	\$862	\$1,000	\$1,000	\$1,000
Grievance Board Personal Services	1355.01.106	\$500	\$559	\$550	\$160	\$600	\$600	\$600
Grievance Board Contractual	1355.01.406	\$67	\$0	\$200	\$460	\$200	\$200	\$200
TOTAL		\$39,712	\$35,567	\$54,458	\$33,940	\$56,843	\$56,843	\$56,843
FISCAL								
Fiscal Agent Fees	1380.01.400	\$39,426	\$36,190	\$30,000	\$25,510	\$36,000	\$36,000	\$36,000
TOTAL		\$39,426	\$36,190	\$30,000	\$25,510	\$36,000	\$36,000	\$36,000
TOWN CLERK								
Personal Services	1410.01.100	\$46,344	\$45,511	\$46,500	\$30,405	\$48,825	\$48,825	\$48,825
Deputy Clerk	1410.01.101	\$34,888	\$34,774	\$36,600	\$23,198	\$37,275	\$37,275	\$37,275
Equipment	1410.01.200	\$767	\$500	\$500	\$931	\$500	\$500	\$500
Contractual	1410.01.400	\$4,755	\$4,488	\$4,500	\$609	\$4,500	\$4,500	\$4,500
TOTAL		\$86,574	\$85,273	\$87,000	\$55,343	\$91,100	\$91,100	\$91,100
ATTORNEY								
Personal Services	1420.01.400	\$23,909	\$55,198	\$30,000	\$21,417	\$32,000	\$32,000	\$32,000
TOTAL		\$23,909	\$55,198	\$30,000	\$21,417	\$32,000	\$32,000	\$32,000
ENGINEER								
Contractual	1440.01.400	\$98,959	\$27,523	\$50,000	\$62,366	\$25,000	\$25,000	\$25,000
TOTAL		\$98,959	\$27,523	\$50,000	\$62,366	\$25,000	\$25,000	\$25,000
RECORDS MANAGEMENT								
Personal Services	1460.01.100	\$2,967	\$3,679	\$4,783	\$2,596	\$5,035	\$5,035	\$5,035
Contractual	1460.01.400	\$2,444	\$3,445	\$3,300	\$2,291	\$3,200	\$3,200	\$3,200
TOTAL		\$5,411	\$7,123	\$8,083	\$4,887	\$8,235	\$8,235	\$8,235
BUILDINGS								
Personal Services	1620.01.100	\$14,873	\$21,531	\$14,763	\$18,647	\$16,100	\$16,100	\$16,100
Equipment	1620.01.200	\$160	\$70	\$500	\$0	\$500	\$500	\$500
Contractual	1620.01.400	\$34,236	\$39,246	\$30,500	\$17,550	\$30,000	\$30,000	\$30,000
TOTAL		\$49,269	\$60,847	\$45,763	\$36,198	\$46,600	\$46,600	\$46,600
CENTRAL GARAGE								
Contractual	1640.01.400	\$9,577	\$16,532	\$15,000	\$23,213	\$20,000	\$20,000	\$20,000
TOTAL		\$9,577	\$16,532	\$15,000	\$23,213	\$20,000	\$20,000	\$20,000
CENTRAL STOREROOM								
Contractual	1660.01.400	\$1,386	\$1,934	\$1,500	\$1,321	\$1,500	\$1,500	\$1,500
TOTAL		\$1,386	\$1,934	\$1,500	\$1,321	\$1,500	\$1,500	\$1,500

		BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
Code								
CENTRAL PRINTING&MAILING								
Personal Services (Newsletter)	1670.01.100	\$9,790	\$11,348	\$9,500	\$6,998	\$9,500	\$9,500	\$9,500
TOTAL		\$9,790	\$11,348	\$9,500	\$6,998	\$9,500	\$9,500	\$9,500
DATA PROCESSING								
Equipment	1880.01.200	(\$23)	\$1,181	\$9,000	\$0	\$5,000	\$5,000	\$5,000
Contractual	1880.01.400	\$18,732	\$19,870	\$18,000	\$16,430	\$20,000	\$20,000	\$20,000
TOTAL		\$18,709	\$21,051	\$21,000	\$16,430	\$25,000	\$25,000	\$25,000
SPECIAL ITEMS								
Unallocated Insurance	1910.01.400	\$44,710	\$81,746	\$75,000	\$76,859	\$88,500	\$88,500	\$88,500
Municipal Dues	1920.01.400	\$0	\$1,160	\$1,200	\$1,100	\$1,100	\$1,100	\$1,100
Contingency	1990.01.400	\$2,200	\$0	\$10,000	\$0	\$5,000	\$5,000	\$5,000
TOTAL		\$46,910	\$82,896	\$86,200	\$77,959	\$94,600	\$94,600	\$94,600
TOTAL GOVERNMENT SUPPORT		\$579,287	\$598,119	\$604,970	\$475,802	\$618,819	\$623,434	\$623,434
PUBLIC SAFETY								
PUBLIC SAFETY								
Dispatch Services	3020.01.400	\$43,574	\$43,000	\$43,000	\$32,250	\$43,000	\$43,000	\$43,000
Traffic Control	3310.01.400	\$241	\$722	\$500	\$0	\$250	\$250	\$250
Demolition of Unsafe Building	3850.01.400	\$400	\$91,688	\$750	\$2,852	\$750	\$750	\$750
TOTAL		\$44,215	\$135,310	\$44,250	\$35,102	\$44,000	\$44,000	\$44,000
CONTROL OF DOGS								
Personal Services	3510.01.100	\$5,000	\$6,501	\$8,000	\$5,333	\$8,400	\$8,400	\$8,400
Contractual	3510.01.400	\$1,197	\$908	\$2,800	\$464	\$1,500	\$1,600	\$1,500
TOTAL		\$6,197	\$7,409	\$10,800	\$5,797	\$9,900	\$9,900	\$9,900
TOTAL PUBLIC SAFETY		\$50,412	\$142,719	\$54,850	\$40,898	\$53,900	\$53,900	\$53,900
HEALTH								
REGISTRAR OF VITAL STATISTICS								
Personal Services	4020.01.100	\$0	\$925	\$925	\$0	\$2,000	\$2,000	\$2,000
TOTAL		\$0	\$925	\$925	\$0	\$2,000	\$2,000	\$2,000
AMBULANCE								
Contractual	4640.01.400	\$163,540	\$237,344	\$248,711	\$0	\$386,112	\$386,112	\$386,112
TOTAL		\$163,540	\$237,344	\$248,711	\$0	\$386,112	\$386,112	\$386,112
TOTAL HEALTH		\$163,540	\$238,269	\$249,636	\$0	\$388,112	\$388,112	\$388,112
TRANSPORTATION								
SUPERINTENDENT OF HIGHWAYS								
Highway Superintendent	5010.01.100	\$56,807	\$56,871	\$58,577	\$38,302	\$61,505	\$61,505	\$61,505
Deputy Highway Superintendent		\$0	\$0	\$0	\$1,880	\$3,000	\$3,000	\$3,000
Clerk	5010.01.101	\$3,037	\$3,025	\$3,200	\$2,112	\$3,380	\$3,380	\$3,380
Equipment	5010.01.200	\$0	\$929	\$1,000	\$985	\$500	\$500	\$500
Contractual	5010.01.400	\$341	\$348	\$500	\$808	\$500	\$500	\$500
TOTAL		\$61,085	\$61,173	\$63,277	\$44,087	\$68,865	\$68,865	\$68,865
TOTAL TRANSPORTATION		\$61,085	\$61,173	\$63,277	\$44,087	\$68,865	\$68,865	\$68,865
ECONOMIC OPPORTUNITY & DEVELOPMENT								
SOCIAL SERVICES(Catholic Charities)								
Contractual	6010.01.400	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
TOTAL		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
PUBLICITY								
Web Site Personal Services	6410.01.100	\$0	\$0	\$5,000	\$0	\$2,000	\$2,000	\$2,000
Web Site Contractual	6410.01.400	\$2,094	\$2,999	\$3,000	\$2,309	\$2,500	\$2,500	\$2,500
TOTAL		\$2,094	\$2,999	\$8,000	\$2,309	\$4,500	\$4,500	\$4,500
PROGRAMS FOR AGING (Senior Citizens Group)								
Contractual	6772.01.400	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
TOTAL		\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600	\$2,600
TOTAL ECONOMIC ASST. AND OPPORTUNITY		\$7,694	\$8,599	\$13,600	\$7,909	\$10,100	\$10,100	\$10,100
CULTURE AND RECREATION								
RECREATION ADMINISTRATION								
Personal Services-Recreation Supervisor	7020.01.100	\$3,000	\$3,000	\$3,250	\$3,250	\$3,500	\$3,500	\$3,500
TOTAL		\$3,000	\$3,000	\$3,250	\$3,250	\$3,500	\$3,500	\$3,500

		BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
PARKS								
Personal Services	7110.01.100	\$0	\$0	\$14,763	\$0	\$4,715	\$4,715	\$4,715
Equipment	7110.01.200	\$4,000	\$14,765	\$3,000	\$483	\$30,000	\$30,000	\$30,000
Contractual	7110.01.400	\$13,807	\$20,203	\$7,500	\$8,198	\$15,000	\$15,000	\$15,000
TOTAL		\$17,807	\$34,968	\$25,263	\$8,680	\$49,715	\$49,715	\$49,715
YOUTH PROGRAMS								
Counselors, Teachers Personal Services	7310.01.100	\$0	\$7,613	\$9,550	\$9,030	\$11,700	\$11,700	\$11,700
Contractual	7310.01.400	\$332	\$1,094	\$1,400	\$913	\$1,600	\$1,600	\$1,600
TOTAL		\$332	\$8,707	\$10,950	\$9,943	\$13,300	\$13,300	\$13,300
HISTORIAN								
Personal Services	7510.01.100	\$750	\$750	\$750	\$500	\$750	\$750	\$750
Duquesne Historical Society	7510.01.400	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
TOTAL		\$3,750	\$3,750	\$3,750	\$3,500	\$3,750	\$3,750	\$3,750
CELEBRATIONS								
Contractual	7550.01.400	\$0	\$603	\$2,000	\$194	\$2,000	\$2,000	\$2,000
TOTAL		\$0	\$603	\$2,000	\$194	\$2,000	\$2,000	\$2,000
TOTAL CULTURE AND RECREATION		\$24,889	\$51,028	\$45,213	\$25,568	\$72,265	\$72,265	\$72,265
HOME & COMMUNITY SERVICES								
REFUSE AND GARBAGE								
Contractual - Engineering & Testing	8180.01.498	\$31,042	\$24,802	\$22,000	\$19,567	\$22,000	\$22,000	\$22,000
Contractual - Leachate Haul & Treat	8180.01.499	\$768	\$1,285	\$2,500	\$532	\$1,600	\$1,600	\$1,500
TOTAL		\$31,810	\$25,887	\$24,500	\$20,099	\$23,500	\$23,500	\$23,500
TOTAL HOME AND COMMUNITY SERVICES		\$31,810	\$25,887	\$24,500	\$20,099	\$23,500	\$23,500	\$23,500
UNDISTRIBUTED								
EMPLOYEES BENEFITS								
State Retirement	9010.01.800	\$40,000	\$45,000	\$40,000	\$288	\$24,725	\$24,725	\$24,725
Social Security	9030.01.800	\$29,493	\$27,360	\$30,000	\$19,658	\$29,305	\$29,305	\$29,305
Workers' Compensation	9040.01.800	\$12,000	\$12,000	\$14,100	\$5,032	\$6,085	\$6,085	\$6,085
Health Insurance	9060.01.800	\$51,000	\$57,500	\$57,000	\$52,385	\$45,420	\$45,420	\$45,420
TOTAL		\$132,493	\$141,860	\$141,100	\$77,343	\$105,535	\$105,535	\$105,535
TOTAL APPROPRIATIONS		\$1,051,210	\$1,267,654	\$1,197,146	\$691,707	\$1,341,096	\$1,345,711	\$1,345,711

TOWN OF DUANESBURG
2023 TOWN BUDGET

GENERAL FUND - FUND A
ANTICIPATED REVENUES

	Code	<u>BUDGET 2020</u>	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>THRU 08/31/2022</u>	<u>TENTATIVE '23</u>	<u>PRELIMINARY '23</u>	<u>BUDGET 2023</u>
OTHER TAX ITEMS								
Interest on Taxes	1090	\$14,000	\$15,000	\$10,000	\$14,237	\$10,000	\$10,000	\$10,000
Sales Tax	1120	\$325,315	\$405,000	\$336,642	\$336,642	\$240,000	\$240,000	\$323,082
DEPARTMENTAL INCOME								
Town Clerk Fees	1255	\$2,500	\$3,000	\$1,500	\$465	\$1,500	\$1,600	\$1,500
Park and Recreation Fees	2001	\$0	\$100	\$1,000	\$0	\$1,000	\$1,000	\$100
USE OF MONEY								
Interest Income	2401	\$500	\$3,000	\$500	\$406	\$750	\$750	\$750
LICENSES AND PERMITS								
Business & Occupational	2501	\$0	\$0	\$500	\$2,617	\$3,555	\$3,555	\$3,555
Dog Licenses	2544	\$7,500	\$9,500	\$5,000	\$4,235	\$7,350	\$7,350	\$7,350
FINES AND FORFEITURES								
Court Fines	2610	\$75,000	\$77,000	\$50,000	\$28,660	\$50,000	\$50,000	\$50,000
STATE AID								
Per Capita	3001	\$20,653	\$20,653	\$20,653	\$0	\$20,653	\$20,653	\$20,653
Mortgage Tax	3005	\$130,000	\$130,000	\$150,000	\$227,214	\$175,000	\$175,000	\$150,000
Youth Programs	3820	\$3,000	\$3,000	\$5,000	\$0	\$5,000	\$5,000	\$5,000
TOTAL REVENUES		\$578,468	\$666,253	\$680,795	\$614,475	\$514,808	\$514,808	\$571,990
Appropriated Fund Balance	599	\$177,000	\$100,000	\$200,000	\$0	\$0	\$0	\$175,000
TOTAL REVENUES + FUND BALANCE		\$755,468	\$766,253	\$780,795	\$614,475	\$514,808	\$514,808	\$746,990
TOTAL APPROPRIATIONS		\$1,051,210	\$1,267,654	\$1,197,146	\$691,707	\$1,341,096	\$1,345,711	\$1,345,711
TOTAL REVENUES + FUND BALANCE.		\$755,468	\$766,253	\$780,795	\$614,475	\$514,808	\$514,808	\$746,990
TO BE COLLECTED	1001	\$295,742	\$501,401	\$416,351	\$77,232	\$826,288	\$830,903	\$598,721

**TOWN OF DUANESBURG
GENERAL FUND B - OUTSIDE OF VILLAGE
ESTIMATED APPROPRIATIONS**

HOME AND COMMUNITY SERVICES

	Code	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
BUILDING DEPARTMENT								
Building Inspector	8010.02.100	\$67,872	\$68,500	\$69,870	\$47,040	\$55,000	\$55,000	\$55,000
Building Inspector's Clerk	8010.02.101	\$13,250	\$16,380	\$16,708	\$10,924	\$17,543	\$17,543	\$17,543
Equipment	8010.02.103	\$14,500	\$15,015	\$250	\$369	\$500	\$500	\$500
Contractual Expenses	8010.02.104	\$2,000	\$2,000	\$1,000	\$3,668	\$4,000	\$4,000	\$4,000
TOTAL		\$97,622	\$101,895	\$87,828	\$62,001	\$77,043	\$77,043	\$77,043

ZONING

Zoning Board Clerk	8010.02.100	\$87,872	\$88,500	\$17,148	\$11,218	\$17,543	\$17,543	\$17,543
Zoning Board Personal Services	8010.02.104	\$2,000	\$2,000	\$2,000	\$1,519	\$2,865	\$2,865	\$2,865
Zoning - Code Officer	8010.02.105	\$0	\$0	\$19,000	\$0	\$30,000	\$30,000	\$30,000
Equipment	8010.02.200	\$1,000	\$2,500	\$250	\$369	\$500	\$500	\$500
Contractual Expenses	8010.02.400	\$5,800	\$8,000	\$1,000	\$3,668	\$500	\$500	\$500
Zoning Board Expenses	8010.02.404	\$250	\$250	\$250	\$0	\$250	\$250	\$250
Zoning Attorney	8010.02.407	\$0	\$0	\$5,000	\$0	\$1,000	\$1,000	\$1,000
Broadband Extention	8010.02.470	\$15,000	\$15,000	\$15,000	\$0	\$37,500	\$37,500	\$37,500
TOTAL		\$91,922	\$94,250	\$59,648	\$16,774	\$90,158	\$90,158	\$90,158

PLANNING

Planning Board Clerk	8020.02.103	\$14,500	\$15,015	\$17,148	\$9,942	\$17,543	\$17,543	\$17,543
Planning Board Personal Services	8020.02.104	\$3,000	\$3,000	\$2,000	\$1,367	\$2,865	\$2,865	\$2,865
Equipment	8020.02.200	\$1,000	\$500	\$500	\$0	\$500	\$500	\$500
Contractual Expenses	8020.02.400	\$0	\$0	\$0	\$0	\$500	\$500	\$500
Planning Board Expenses	8020.02.404	\$1,000	\$500	\$500	\$1,012	\$500	\$500	\$500
Planning Attorney	8020.02.407	\$6,000	\$3,500	\$15,000	\$8,856	\$15,000	\$15,000	\$15,000
TOTAL		\$26,500	\$22,515	\$35,148	\$21,177	\$36,908	\$36,908	\$36,908

UNDISTRIBUTED

EMPLOYEE BENEFITS

State Retirement	9010.02.800	\$17,500	\$17,500	\$20,000	\$162	\$13,905	\$13,905	\$13,905
Social Security	9030.02.800	\$8,539	\$8,790	\$9,000	\$5,988	\$9,415	\$9,415	\$9,415
Workers' Compensation	9040.02.800	\$2,000	\$2,000	\$10,000	\$941	\$1,505	\$1,505	\$1,505
Health Insurance	9060.02.800	\$25,000	\$6,000	\$19,000	\$1,796	\$19,675	\$19,675	\$19,675
TOTAL		\$53,039	\$34,290	\$58,000	\$8,888	\$44,500	\$44,500	\$44,500

TOTAL APPROPRIATIONS

TOTAL APPROPRIATIONS		\$170,461	\$151,055	\$240,624	\$108,840	\$248,609	\$248,609	\$248,609
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**GENERAL FUND B - OUTSIDE OF VILLAGE
ANTICIPATED REVENUES**

	Code	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
LOCAL SOURCES								
Sales Tax	1120	\$86,624	\$88,000	\$101,624	\$0	\$0	\$0	\$109,609
Franchise Fees	1170	\$41,000	\$44,000	\$45,000	\$25,922	\$45,000	\$45,000	\$45,000
Zoning Variances/Home Occ. Fees	2110	\$1,700	\$1,500	\$1,000	\$500	\$1,000	\$1,000	\$1,000
Sewer Connection Fee	2111	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning Board Fees	2115	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Home & Community Services	2389	\$2,500	\$2,500	\$0	\$0	\$0	\$0	\$0
Interest & Earnings	2401	\$75	\$100	\$100	\$0	\$0	\$0	\$0
Building Permits	2555	\$23,000	\$17,500	\$18,000	\$14,645	\$18,000	\$18,000	\$18,000
Unclassified Revenue	2770	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$154,899	\$153,600	\$165,624	\$41,067	\$64,000	\$64,000	\$173,609
Appropriated Fund Balance	599	\$43,312	\$28,850	\$75,000	\$0	\$0	\$0	\$75,000
TOTAL REVENUES + FUND BALANCE		\$198,211	\$182,450	\$240,624	\$41,067	\$64,000	\$64,000	\$248,609
TOTAL APPROPRIATIONS		\$170,461	\$151,055	\$240,624	\$108,840	\$248,609	\$248,609	\$248,609
TOTAL REVENUES + FUND BALANCE		\$198,211	\$182,450	\$240,624	\$41,067	\$64,000	\$64,000	\$248,609
TO BE COLLECTED (MUST BE -0-)		(\$27,750)	(\$31,395)	\$0	\$67,773	\$184,609	\$184,609	\$0

**HIGHWAY FUND - FUND DA
ESTIMATED APPROPRIATIONS**

	Code	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
MACHINERY								
Personal Services	5130.03.100	\$8,000	\$8,000	\$7,000	\$6,513	\$7,500	\$7,500	\$7,500
Equipment	5130.03.200	\$4,000	\$258,000	\$30,000	\$36,500	\$30,000	\$30,000	\$30,000
Contractual	5130.03.400	\$33,000	\$34,000	\$35,000	\$29,931	\$46,000	\$45,000	\$45,000
TOTAL		\$45,000	\$300,000	\$72,000	\$72,944	\$82,500	\$82,500	\$82,500
SNOW REMOVAL								
Personal Services	5142.03.100	\$125,000	\$125,000	\$185,000	\$86,464	\$185,000	\$185,000	\$130,000
Contractual	5142.03.400	\$60,000	\$60,000	\$60,000	\$26,735	\$60,000	\$60,000	\$40,000
TOTAL		\$185,000	\$185,000	\$225,000	\$93,200	\$225,000	\$225,000	\$170,000
EMPLOYEE BENEFITS								
State Retirement	9010.03.800	\$23,000	\$21,000	\$21,000	\$171	\$14,875	\$14,875	\$14,875
Social Security	9030.03.800	\$10,175	\$10,175	\$13,000	\$13,933	\$13,400	\$13,400	\$13,400
Workers' Compensation	9040.03.800	\$17,000	\$17,000	\$12,100	\$11,875	\$12,700	\$12,700	\$12,700
Health Insurance	9060.03.800	\$50,000	\$52,000	\$50,000	\$39,166	\$70,175	\$70,175	\$70,175
TOTAL		\$100,175	\$100,175	\$96,100	\$65,145	\$110,950	\$110,950	\$110,950
DEBT SERVICE PRINCIPAL								
Bond Anticipation	9730.03.600	\$0	\$0	\$50,000	\$0	\$50,000	\$50,000	\$50,000
TOTAL		\$0	\$0	\$50,000	\$0	\$50,000	\$50,000	\$50,000
INTEREST								
Bond Anticipation	9730.03.700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL APPROPRIATIONS		\$330,175	\$585,175	\$443,100	\$231,289	\$468,450	\$468,450	\$413,450

**HIGHWAY FUND - FUND DA
ANTICIPATED REVENUES**

	Code	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
LOCAL SOURCES								
Sales Tax	1120	\$0	\$217,125	\$0	\$0	\$120,000	\$120,000	\$100,000
Refuse & Garbage	2130	\$500	\$500	\$0	\$0	\$0	\$0	\$0
Transportation Services	2300	\$14,707	\$14,707	\$14,707	\$0	\$15,300	\$15,300	\$15,200
Interest & Earnings	2401	\$125	\$1,000	\$200	\$671	\$250	\$250	\$250
Sale of Refuse for Recycling	2651	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sale of Equipment	2665	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance Recoveries	2680	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prior Year Refund	2701	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE AID								
State Aid Emergency Disaster	3960	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Disaster Assistance	4785	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$15,332	\$233,332	\$14,907	\$671	\$135,550	\$135,550	\$115,450
Appropriated Fund Balance	599	\$0	\$27,000	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES + FUND BALANCE		\$15,332	\$260,332	\$14,907	\$671	\$135,550	\$135,550	\$115,450
TOTAL APPROPRIATIONS		\$330,175	\$585,175	\$443,100	\$231,289	\$468,450	\$468,450	\$413,450
TOTAL REVENUES + FUND BALANCE		\$15,332	\$260,332	\$14,907	\$671	\$135,550	\$135,550	\$115,450
TO BE COLLECTED	1001	\$314,843	\$324,843	\$428,193	\$230,618	\$332,900	\$332,900	\$298,000

**HIGHWAY FUND DB - OUTSIDE OF VILLAGE
ESTIMATED APPROPRIATIONS**

Code	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023	
GENERAL REPAIRS								
Personal Services	5110.04.100	\$135,000	\$135,000	\$135,000	\$110,690	\$135,000	\$135,000	\$110,000
Contractual	5110.04.400	\$125,000	\$125,000	\$90,000	\$30,247	\$90,000	\$90,000	\$50,000
TOTAL		\$260,000	\$260,000	\$225,000	\$140,937	\$225,000	\$225,000	\$160,000
CAPITAL IMPROVEMENTS								
	5112.04.200	\$121,175	\$195,752	\$141,350	\$58,557	\$227,241	\$227,241	\$160,000
TOTAL		\$121,175	\$195,752	\$141,350	\$58,557	\$227,241	\$227,241	\$160,000
MACHINERY								
Equipment	5130.03.200	\$4,000	\$258,000	\$0	\$36,500	\$30,000	\$30,000	\$30,000
Contractual	5130.03.400	\$33,000	\$34,000	\$0	\$0	\$30,000	\$30,000	\$30,000
TOTAL		\$37,000	\$292,000	\$0	\$36,500	\$60,000	\$60,000	\$60,000
EMPLOYEE BENEFITS								
State Retirement	9010.04.800	\$21,000	\$21,000	\$26,000	\$207	\$17,775	\$17,775	\$17,775
Social Security	9030.04.800	\$10,328	\$10,328	\$11,000	\$73	\$11,075	\$11,075	\$11,075
Workers' Compensation	9040.04.800	\$17,000	\$17,000	\$12,000	\$10,313	\$10,950	\$10,950	\$10,950
Disability Insurance	9055.04.800	\$200	\$200	\$100	\$0	\$100	\$100	\$100
Health Insurance	9060.04.800	\$60,000	\$73,000	\$50,000	\$32,668	\$50,100	\$50,100	\$50,100
TOTAL		\$108,528	\$121,528	\$99,100	\$43,261	\$90,000	\$90,000	\$90,000
TOTAL APPROPRIATIONS		\$526,703	\$869,280	\$465,450	\$279,255	\$602,241	\$602,241	\$470,000

**HIGHWAY FUND DB - OUTSIDE OF VILLAGE
ANTICIPATED REVENUES**

Code	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023	
LOCAL SOURCES								
Sales Tax	1120	\$353,701	\$77,821	\$309,193	\$0	\$120,000	\$120,000	\$227,309
Refuse & Recycling Fees	2130	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transportation Services	2300	\$14,707	\$14,707	\$14,707	\$0	\$15,300	\$15,300	\$15,200
Interest & Earnings	2401	\$120	\$1,000	\$200	\$0	\$250	\$250	\$250
Other Loss	2690	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prior Year Refund	2701	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE AID								
CHIPs	3501	\$104,613	\$104,613	\$141,350	\$0	\$227,241	\$227,241	\$227,241
Emergency Disaster Funding	3960	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance Recoveries	2680	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL AID								
Emergency Disaster Funding	4980	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$473,141	\$198,141	\$465,450	\$0	\$362,791	\$362,791	\$470,000
Appropriated Fund Balance	599	\$0	\$288,000	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES + FUND BALANCE		\$473,141	\$486,141	\$465,450	\$0	\$362,791	\$362,791	\$470,000
TOTAL APPROPRIATIONS		\$526,703	\$869,280	\$465,450	\$279,255	\$602,241	\$602,241	\$470,000
TOTAL REVENUES + FUND BALANCE		\$473,141	\$486,141	\$465,450	\$0	\$362,791	\$362,791	\$470,000
TO BE COLLECTED - (MUST BE -0-)		\$53,562	\$383,139	\$0	\$279,255	\$239,450	\$239,450	\$0

FIRE DISTRICTS 2023

BUDGET

FIRE DISTRICTS

	<u>BUDGET 2020</u>	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>TENTATIVE '23</u>	<u>PRELIMINARY '23</u>	<u>BUDGET 2023</u>
QUAKER STREET #1	\$129,833	\$0	\$137,375	\$137,375	\$137,375	\$142,308
DUANESBURG #2	\$0	\$0	\$262,358	\$262,358	\$262,358	\$265,000
FPD#2 MARIAVILLE	\$253,719	\$261,965	\$268,458	\$268,458	\$268,458	\$281,881
FPD#3 COMBINED	\$204,716	\$210,509	\$215,174	\$215,174	\$215,174	\$239,783
<u>TOTAL FIRE DISTRICTS</u>	<u>\$588,268</u>	<u>\$472,474</u>	<u>\$883,365</u>	<u>\$883,365</u>	<u>\$883,365</u>	<u>\$928,972</u>

LIGHTING DISTRICTS 2023

LIGHTING DISTRICTS

	<u>BUDGET 2020</u>	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>THRU 08/31/2022</u>	<u>TENTATIVE '23</u>	<u>PRELIMINARY '23</u>	<u>BUDGET 2023</u>
LD #1 QUAKER STREET	\$6,500	\$3,250	\$6,000	\$2,145	\$4,000	\$4,000	\$4,000
LD#2 DUANESBURG	\$11,000	\$5,500	\$10,000	\$4,118	\$7,000	\$7,000	\$7,000
LD#3 MARIAVILLE	\$5,000	\$2,559	\$4,500	\$1,888	\$3,000	\$3,000	\$3,000
<u>TOTAL LIGHTING DISTRICTS</u>	<u>\$22,500</u>	<u>\$11,309</u>	<u>\$20,500</u>	<u>\$8,151</u>	<u>\$14,000</u>	<u>\$14,000</u>	<u>\$14,000</u>

DRAINAGE DISTRICTS 2023

DRAINAGE DISTRICT

	<u>BUDGET 2020</u>	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>THRU 08/31/2022</u>	<u>TENTATIVE '23</u>	<u>PRELIMINARY '23</u>	<u>BUDGET 2023</u>
Evergreen Place To Be Collected	\$1,500	\$1,500	\$1,000.00	\$1,000	\$1,000	\$1,000	\$1,000.00
<u>TOTAL DRAINAGE DISTRICT</u>	<u>\$ 1,500.00</u>	<u>\$ 1,500.00</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
<u>TOTAL SPECIAL DISTRICTS</u>	<u>\$612,268</u>	<u>\$485,283</u>	<u>\$904,865</u>	<u>\$9,151</u>	<u>\$898,365</u>	<u>\$898,365</u>	<u>\$943,972</u>

Sewer District No. 1
Quaker Street/Delanson
Town of Duanesburg
Budget 2023

ESTIMATED APPROPRIATIONS

		<u>BUDGET 2020</u>	<u>BUDGET 2021</u>	<u>BUDGET 2022</u>	<u>THRU 08/31/2022</u>	<u>TENTATIVE '23</u>	<u>PRELIMINARY '23</u>	<u>BUDGET 2023</u>
SEWER ADMINISTRATION								
Contingency	19904.66.400	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	\$10,000
Sewer Equipment	81102.66.200	\$1,000	\$1,000	\$250	\$0	\$250	\$250	\$250
Sewer Contractual	81104.66.400	\$12,025	\$15,900	\$17,750	\$15,888	\$17,750	\$17,750	\$17,750
Sewer Easement Fee	81104.66.460	\$2,600	\$2,600	\$2,002	\$2,800	\$2,002	\$2,002	\$2,002
TOTAL		\$15,625	\$19,500	\$30,002	\$18,488	\$30,002	\$30,002	\$30,002
SANITARY SEWERS								
Sanitary Equipment	81202.66.200	\$8,000	\$8,000	\$4,000	\$0	\$2,500	\$2,500	\$2,500
Sanitary Pump Station Electric	81204.66.462	\$5,000	\$5,000	\$6,000	\$3,669	\$6,000	\$6,000	\$6,000
Sanitary Maintenance & Repairs	81204.66.463	\$10,000	\$10,000	\$12,000	\$8,302	\$12,000	\$12,000	\$12,000
TOTAL		\$23,000	\$23,000	\$22,000	\$11,970	\$20,500	\$20,500	\$20,500
SEWAGE TREATMENT and DISPOSAL								
Sewage Plant Operator	81301.66.100	\$25,115	\$25,500	\$28,530	\$18,413	\$29,000	\$29,000	\$29,000
Sewage Backup Operator	81301.66.101	\$15,069	\$15,300	\$15,806	\$2,993	\$16,390	\$16,390	\$16,390
Sewage Maintenance Tech	81301.66.103	\$18,918	\$19,207	\$19,982	\$16,388	\$20,985	\$20,985	\$20,985
Sewage Equipment	81302.66.200	\$1,500	\$1,000	\$1,000	\$153	\$1,000	\$1,000	\$1,000
Sewage Treatment Plant Electric	81304.66.462	\$25,000	\$25,000	\$18,000	\$20,160	\$24,000	\$24,000	\$24,000
Sewage Maintenance & Repairs	81304.66.463	\$16,000	\$16,000	\$16,000	\$3,134	\$8,000	\$8,000	\$8,000
Sewage Contractual	81304.66.400	\$21,700	\$24,200	\$16,925	\$10,210	\$15,500	\$15,500	\$15,500
Sewage Contract-Generator Maint.	81304.66.400	\$1,800	\$1,800	\$1,200	\$9,628	\$7,500	\$7,500	\$7,500
TOTAL		\$125,102	\$128,007	\$115,243	\$81,078	\$122,375	\$122,375	\$122,375
EMPLOYEE BENEFITS								
State Retirement	90108.66.800	\$10,600	\$10,000	\$4,500	\$36	\$3,100	\$3,100	\$3,100
Social Security	90308.66.800	\$4,522	\$5,185	\$5,300	\$3,049	\$5,550	\$5,550	\$5,550
Worker's Compensation	90408.66.800	\$5,275	\$6,000	\$1,800	\$1,566	\$1,725	\$1,725	\$1,725
Health Insurance	90608.66.800	\$9,600	\$8,600	\$8,900	\$6,210	\$9,850	\$9,850	\$9,850
Total		\$29,997	\$29,765	\$20,500	\$10,861	\$20,225	\$20,225	\$20,225
TOTAL OPERATION & MAINTENANCE		\$193,724	\$200,272	\$187,745	\$122,398	\$193,102	\$193,102	\$193,102
DEBT SERVICE PRINCIPAL								
Debt Principal	97306.66.600	\$129,000	\$129,000	\$129,000	\$128,000	\$128,000	\$128,000	\$128,000
Debt Principal - Long Term (77%)	97306.66.600	\$0	\$0	\$0	\$0	\$30,800	\$30,800	\$30,800
Total		\$129,000	\$129,000	\$129,000	\$128,000	\$158,800	\$158,800	\$158,800
DEBT SERVICE INTEREST								
Bond Anticipation Notes	97307.66.700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DEBT SERVICE		\$129,000	\$129,000	\$129,000	\$128,000	\$158,800	\$158,800	\$158,800
TOTAL APPROPRIATIONS		\$322,724	\$329,272	\$316,745	\$250,398	\$351,902	\$351,902	\$351,902

Sewer District No. 1
Quaker Street/Delanson
Budget 2023

ESTIMATED REVENUES

CODE	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
DEPARTMENTAL INCOME							
Connection Fees	2590.66	\$2,000	\$2,000	\$1,000	\$1,000	\$1,000	\$1,000
USE OF MONEY & PROPERTY							
Interest and Earnings	2401.66	\$75	\$100	\$0	\$63	\$0	\$0
Prior Year Refunds	2701.66	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$2,075	\$2,100	\$1,000	\$1,063	\$1,000	\$1,000

APPROPRIATED FUND BALANCE APPROPRIATED FUND BALANCE

TOTAL APPROPRIATED FUND BALANCE	\$21,250	\$28,150	\$0	\$0	\$0	\$0	\$0
Amount Collected By Taxes	\$299,399	\$299,022	\$315,745	\$249,334	\$350,902	\$350,902	\$350,902

SUMMARY

SUMMARY

	LESS APPROPRIATED FUND BALANCE	LESS ESTIMATED REVENUES	LESS AMOUNT TO BE APPROPRIATED RAISED BY FUND BALANCE TAXES	
OPERATION AND MAINTENANCE	\$193,102	\$1,000	\$0	\$192,102
DEBT SERVICE	\$158,800	\$0	\$0	\$158,800
TOTAL	\$351,902	\$1,000	\$0	\$350,902

TAX RATE PER UNIT

TAX RATE PER UNIT

	O&M EDU's	D.S. EDU's	2022 Rate	2023 RATE	DIFFERENCE
OPERATION & MAINTENANCE	419.90		435.9127 \$	457.4946 \$	21.58
DEBT SERVICE		442.98	285.7269 \$	358.4812 \$	72.75
TOTAL			721.6396 \$	815.9758 \$	94.34

**Sewer District No. 2
Mariaville Lake
Budget 2023**

ESTIMATED APPROPRIATIONS

	CODE	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
SEWER ADMINISTRATION								
Contingency	19904.88.400	\$5,000	\$5,000	\$10,000	\$0	\$10,000	\$10,000	\$10,000
Sewer Equipment	81102.88.200	\$250	\$500	\$500	\$0	\$175	\$175	\$175
Sewer Contractual	81104.88.400	\$3,000	\$3,000	\$17,175	\$12,821	\$25,650	\$25,650	\$25,650
TOTAL	81100.88.000	\$8,250	\$8,500	\$27,675	\$12,821	\$35,825	\$35,825	\$35,825
SANITARY SEWERS								
Sanitary Equipment	81202.88.200	\$5,000	\$5,000	\$4,000	\$0	\$2,500	\$2,500	\$2,500
Sanitary Pump Station Electric	81204.88.482	\$7,500	\$8,500	\$8,000	\$8,173	\$10,500	\$10,500	\$10,500
Sanitary Maintenance & Repairs	81204.88.483	\$18,000	\$19,000	\$18,000	\$7,686	\$18,000	\$18,000	\$18,000
TOTAL	81200.88.000	\$30,500	\$32,500	\$30,000	\$15,859	\$31,000	\$31,000	\$31,000
SEWAGE TREATMENT and DISPOSAL								
Sewage Plant Operator	81301.88.100	\$17,210	\$17,850	\$18,572	\$11,068	\$20,300	\$20,300	\$20,300
Sewage Backup Operator	81301.88.101	\$10,326	\$10,710	\$10,924	\$2,095	\$11,470	\$11,470	\$11,470
Sewage Maintenance Tech	81301.88.103	\$12,963	\$13,445	\$13,988	\$11,472	\$14,690	\$14,690	\$14,690
Sewage Equipment	81302.88.200	\$3,000	\$2,000	\$1,000	\$154	\$1,000	\$1,000	\$1,000
Sewage Treatment Plant Electric	81304.88.482	\$28,000	\$28,000	\$17,000	\$15,017	\$19,000	\$19,000	\$19,000
Sewage Maintenance & Repairs	81304.88.483	\$15,000	\$15,000	\$18,000	\$1,020	\$8,000	\$8,000	\$8,000
Sewage Contractual		\$0	\$0	\$13,500	\$18,542	\$26,500	\$26,500	\$26,500
Sewage Contract-Generator Maint.	81304.88.400	\$1,200	\$1,200	\$1,200	\$11,982	\$7,500	\$7,500	\$7,500
TOTAL	81300.88.000	\$87,699	\$88,205	\$94,184	\$71,351	\$108,460	\$108,460	\$108,460
EMPLOYEE BENEFITS								
State Retirement	90108.88.800	\$7,228	\$7,500	\$3,300	\$27	\$2,325	\$2,325	\$2,325
Social Security	90308.88.800	\$3,098	\$4,644	\$5,000	\$1,239	\$5,000	\$5,000	\$5,000
Worker's Comp	90408.88.800	\$3,614	\$3,700	\$1,800	\$941	\$1,050	\$1,050	\$1,050
Health Insurance	90608.88.800	\$8,600	\$5,900	\$6,200	\$5,653	\$6,885	\$6,885	\$6,885
Total		\$20,540	\$21,744	\$16,300	\$7,861	\$15,260	\$15,260	\$15,260
TOTAL OPERATION & MAINTENANCE		\$146,989	\$150,949	\$168,159	\$107,892	\$190,545	\$190,545	\$190,545
DEBT SERVICE PRINCIPAL								
Bond Anticipation Notes	97308.88.600	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
Total		\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
DEBT SERVICE INTEREST								
Bond Anticipation Notes	97307.88.700	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DEBT SERVICE		\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000
TOTAL APPROPRIATIONS		\$306,989	\$310,949	\$328,159	\$267,892	\$350,545	\$350,545	\$350,545

Sewer District No. 2
Mariaville Lake
Budget 2023

ESTIMATED REVENUES

	CODE	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
DEPARTMENTAL INCOME								
Connection Fees	2590.88	\$2,000	\$2,000	1000	\$0	\$1,000	\$1,000	\$1,000
Other Compensation for Loss	2690.88	\$0	\$0	\$0	\$0	\$0	\$0	\$0
USE OF MONEY & PROPERTY								
Interest and Earnings	2401.88	\$100	\$750	\$500	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$2,100	\$2,750	\$1,500	\$0	\$1,000	\$1,000	\$1,000

APPROPRIATED FUND BALANCE

TOTAL APPROPRIATED FUND BALANCE		\$5,000	\$0	\$0	\$0	\$0	\$0	\$0
Amount Collected By Taxes		\$304,889	\$303,199	\$326,659	\$267,892	\$349,545	\$349,545	\$349,545

SUMMARY

	LESS APPROPRIATED FUND BALANCE	LESS ESTIMATED REVENUES	LESS APPROPRIATED FUND BALANCE	AMOUNT TO BE RAISED BY TAXES
OPERATION AND MAINTENANCE	\$190,545	\$1,000		\$189,545
DEBT SERVICE	\$160,000			\$160,000
TOTAL	\$350,545	\$1,000	\$0	\$349,545

TAX RATE PER UNIT

	O&M EDU's	D.S. EDUs	2022 Rate	2023 Rate	DIFFERENCE
OPERATION AND MAINTENANCE	291.50		572.9621	650.2401	\$ 77.278
DEBT SERVICE		322.00	497.6672	496.8944	\$ (0.773)
TOTAL			1070.6293	1147.1345	\$ 76.505

Sewer District No. 3
 Quaker Street/Delanson
 Town of Duanesburg
 Budget 2023

ESTIMATED APPROPRIATIONS

CODE	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
<u>SEWER ADMINISTRATION</u>							
Sewer Contingency	19904.77.400	\$0	\$5,000	\$5,000	\$0	\$1,000	\$1,000
Sewer Equipment	81102.77.200	\$23	\$500	\$500	\$0	\$75	\$75
Sewer Contractual	81104.77.400	\$5,065	\$6,050	\$9,675	\$7,925	\$9,350	\$9,350
Sewer Easement Fee	81104.77.490	\$0	\$598	\$598	\$345	\$598	\$598
TOTAL		\$5,088	\$12,148	\$15,773	\$8,270	\$11,023	\$11,023
<u>SANITARY SEWERS</u>							
Sewer Equipment	81202.77.200	\$371	\$1,000	\$3,000	\$0	\$500	\$500
Sewer Pump Station Electric	81204.77.462	\$4,193	\$3,000	\$5,000	\$3,407	\$4,200	\$4,200
Sewer Maintenance & Repairs	81204.77.463	\$1,543	\$5,000	\$6,000	\$7,009	\$8,000	\$8,000
TOTAL		\$6,107	\$9,000	\$14,000	\$10,416	\$12,700	\$12,700
<u>SEWAGE TREATMENT and DISPOSAL</u>							
Sewage Plant Operator	81301.77.100	\$7,798	\$7,803	\$7,959	\$5,237	\$8,700	\$8,700
Sewage Backup Operator	81301.77.101	\$4,153	\$4,681	\$4,881	\$898	\$4,915	\$4,915
Sewage Maintenance Tech	81301.77.103	\$5,873	\$5,877	\$5,995	\$4,916	\$6,295	\$6,295
Sewage Equipment	81302.77.200	\$246	\$500	\$500	\$44	\$500	\$500
Sewage Treatment Plant Electric	81304.77.462	\$4,031	\$5,000	\$4,000	\$4,406	\$5,500	\$5,500
Sewage Maintenance & Repairs	81304.77.463	\$2,728	\$5,000	\$6,000	\$1,055	\$4,000	\$4,000
Sewage Contractual	81304.77.400	\$5,368	\$5,500	\$6,500	\$3,251	\$12,000	\$12,000
Sewage Contract-Generator Maint.	81304.77.400	\$1,953	\$250	\$400	\$0	\$1,200	\$1,200
TOTAL		\$32,150	\$34,611	\$38,035	\$19,807	\$43,110	\$43,110
<u>EMPLOYEE BENEFITS</u>							
State Retirement	90109.77.800	\$990	\$3,500	\$1,250	\$9	\$775	\$775
Social Security	90308.77.800	\$1,266	\$1,435	\$1,800	\$757	\$1,550	\$1,550
Worker's Compensation	90409.77.800	\$817	\$1,750	\$1,800	\$829	\$725	\$725
Health Insurance	90808.77.800	\$3,777	\$2,670	\$2,700	\$2,205	\$2,955	\$2,955
TOTAL		\$6,850	\$9,355	\$7,350	\$3,599	\$6,005	\$6,005
TOTAL OPERATION & MAINTENANCE		\$50,195	\$65,114	\$73,158	\$42,092	\$72,838	\$72,838
<u>DEBT SERVICE PRINCIPAL</u>							
Debt Principal	97308.77.600	\$80,000	\$77,610	\$77,610	\$77,610	\$77,610	\$77,610
Debt Principal - Long Term (23%)	97308.77.600	\$0	\$0	\$0	\$0	\$9,200	\$9,200
Total		\$80,000	\$77,610	\$77,610	\$77,610	\$86,810	\$86,810
<u>DEBT SERVICE INTEREST</u>							
Bond Anticipation Notes	97307.77.700	\$0	\$0	\$0	\$0	\$0	\$0
Total		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL DEBT SERVICE		\$80,000	\$77,610	\$77,610	\$77,610	\$86,810	\$86,810
TOTAL APPROPRIATIONS		\$130,195	\$142,724	\$150,768	\$119,702	\$159,648	\$159,648

Sewer District No. 3
Quaker Street/Delanson
Budget 2023

ESTIMATED REVENUES

CODE	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
DEPARTMENTAL INCOME							
Connection Fees	2590.66	\$2,000	\$2,000	\$1,000	\$0	\$1,000	\$1,000
USE OF MONEY & PROPERTY							
Interest and Earnings	2401.66	\$0	\$100	\$0	\$0	\$0	\$0
Prior Year Refunds	2701.66	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES		\$2,000	\$2,100	\$1,000	\$0	\$1,000	\$1,000

APPROPRIATED FUND BALANCE APPROPRIATED FUND BALANCE

	BUDGET 2020	BUDGET 2021	BUDGET 2022	THRU 08/31/2022	TENTATIVE '23	PRELIMINARY '23	BUDGET 2023
TOTAL APPROPRIATED FUND BALANCE	\$0	\$970	\$0	\$0	\$0	\$0	\$0
Amount Collected By Taxes	\$128,195	\$139,654	\$149,768	\$119,702	\$158,648	\$158,648	\$158,648

SUMMARY

SUMMARY

	LESS APPROPRIATED FUND BALANCE	LESS ESTIMATED REVENUES	LESS AMOUNT TO BE APPROPRIATED RAISED BY FUND BALANCE TAXES	
OPERATION AND MAINTENANCE	\$72,838	\$1,000	\$0	\$71,838
DEBT SERVICE	\$86,810	\$0	\$0	\$86,810
TOTAL	\$159,648	\$1,000	\$0	\$158,648

TAX RATE PER UNIT

TAX RATE PER UNIT

	O&M EDU's	D.S. EDU's	2022 Rate	2023 Rate	DIFFERENCE
OPERATION & MAINTENANCE	128		\$ 483.7198	\$ 561.2344	\$ 77.51
DEBT SERVICE		145.00	\$ 538.9583	\$ 598.6897	\$ 59.73
TOTAL			1022.6781	1,159.9240	\$ 137.25

TOWN OF DUANESBURG

SCHEDULE OF SALARIES OF ELECTED TOWN OFFICERS
(ARTICLE 8 OF THE TOWN LAW)

OFFICER		SALARY
Town Supervisor	Term expires 2023	\$21,140.00
Town Justice	Term expires 2024	\$16,316.00
Town Justice	Term expires 2023	\$16,316.00
Councilman	Term expires 2023	\$7,025.00
Councilman	Term expires 2023	\$7,025.00
Councilman	Term expires 2025	\$7,025.00
Councilman	Term expires 2025	\$7,025.00
Town Clerk	Term expires 2023	\$48,825.00
Highway Superintendent	Term expires 2023	\$61,505.00

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION - 22

December 8, 2022

WHEREAS, the Town has established Fire Protection District No. 2 and Fire Protection District No. 3 (the “Fire Protection Districts”); and

WHEREAS, the Town, pursuant to Town Law § 184, must provide for the furnishing of fire protection within the Fire Protection Districts; and

WHEREAS, the Town currently contracts for fire protection services and certain emergency services with Mariaville Volunteer Fire Department, Inc. in Fire Protection District No. 2, the Burtonsville Volunteer Fire Department in Fire Protection District No. 3, the Village of Delanson in Fire Protection District No. 3, and the Village of Esperance in Fire Protection District No. 3 (the “Fire Protection Contracts”); and

WHEREAS, pursuant to Town Law § 184(8), by mutual consent of the contracting parties, and after a public hearing or hearings held pursuant to public notice, the Fire Protection Contracts may be approved, if the Town Board, after such hearings, shall determine, by resolution, that it is in the public interest to do so; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board shall meet and hold public hearings on December 30, 2022 commencing at 9 a.m. at the Town Hall, 5853 Western Turnpike, Duanesburg, New York, to hear all persons interested in the subject concerning amending the Fire Protection Contracts; and

BE IT FURTHER RESOLVED, The Town Board directs that Town Clerk to publish the Notice of Public Hearings, attached hereto, in the Schenectady Daily Gazette to appear once not less than ten (10) days before the date of the public hearing and the Town Clerk is also directed to cause a copy thereof to be posted on the sign board of the Town of Duanesburg, and the Town of Duanesburg website, not less than ten (10) days before December 30, 2022; and

BE IT FURTHER RESOLVED, pursuant to Town Law § 184(1-a)(b), the Town waives, in whole, the requirement that the parties providing fire services file any statement required by Town Law §184(1-a)(a).

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on December 8, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain

**LEGAL NOTICE
NOTICE OF PUBLIC HEARINGS
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 located at 5853 Western Turnpike, on **Thursday, December 30, 2022 at 9:00 a.m.** for the purpose of hearing all persons interested in the matter of:

The Town contracting for fire protections services within Town of Duanesburg Fire Protection Districts No. 2 and No. 3 pursuant to applicable NYS laws. The Town is proposing to contract for fire protection and certain emergency services with the Mariaville Volunteer Fire Department, Inc. in Fire Protection District No. 2, and the Burtonsville Volunteer Fire Department, the Village of Delanson and the Village of Esperance all in Fire Protection District No. 3.

Persons may appear at the hearing in person or by agent and may also submit written comments to the Town Board prior to or at such hearing.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: December 8, 2022

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN
THE TOWN OF DUANESBURG
AND
THE MARIAVILLE VOLUNTEER FIRE DEPARTMENT, INC.**

This Contract made this ____ day of December 2022 pursuant to Town Law §184 between the Town of DUANESBURG (“TOWN”) a municipal corporation organized under the laws of the State of New York, acting on behalf of Fire Protection District No. 2 (“FPD2”) of the TOWN and THE MARIAVILLE VOLUNTEER FIRE DEPARTMENT, INC. (hereinafter “FIRE DEPARTMENT”), a domestic, not-for-profit, special fire corporation organized and existing under the laws of the State of New York, with its principal place of business and operations in Schenectady County New York.

WITNESSETH:

WHEREAS, by Resolution of the Town Board duly adopted on October 4, 1951 the TOWN established FPD2 in a portion of the TOWN for the purposes of furnishing fire protection within FPD2, the precise boundaries of FPD2 are more fully described in the establishing Resolution; and

WHEREAS, the TOWN desires to contract with the FIRE DEPARTMENT for the furnishing of fire protection and emergency services to FPD2 for a definite period of time from **January 1, 2023 through December 31, 2023**; and

WHEREAS, as a condition precedent to entering into negotiations for this Contract, the FIRE DEPARTMENT shall file with the TOWN in a format acceptable to the Town Board a statement (budget) itemizing the estimated costs of the FIRE DEPARTMENT attributable to the provision of services under this contract pursuant to Town Law §184(1-a) including all of the information requested in SCHEDULE “A” annexed hereto, for the Town Board’s review and consideration in determining the amount of compensation that is reasonable, necessary, and appropriate for the FIRE DEPARTMENT to provide the contracted services under this Contract; and

WHEREAS, pursuant to Town Law §184(2) a public hearing was duly held at the Town Hall after publication of the requisite notices for such hearing, and such hearing having been called for the purpose of reviewing the terms of this Contract and entertaining public comment thereon; and

WHEREAS, following said public hearing and pursuant to Town Law §184(1) the TOWN, by lawfully enacted resolution of the Town Board, has duly authorized this contract with the FIRE DEPARTMENT for fire protection and emergency services to said FPD2 upon the terms and provisions set forth herein; and

WHEREAS, the making of this Contract has been duly authorized by the governing board of the FIRE DEPARTMENT and/or membership as may be required by the bylaws of the FIRE DEPARTMENT and the signatory hereto on behalf of the FIRE DEPARTMENT warrants that all of the prerequisites of the FIRE DEPARTMENT bylaws have been satisfied, all required resolutions of the FIRE DEPARTMENT have been lawfully enacted, and said signatory is authorized to bind the FIRE DEPARTMENT to this Contract.

NOW, THEREFORE, in exchange for the mutual promises and other good and valuable consideration as recited herein, the receipt of which is hereby acknowledged, the TOWN does contract with the FIRE DEPARTMENT to furnish fire protection and emergency services to

FPD2 and the FIRE DEPARTMENT agrees to furnish such services commencing January 1, 2023, in the following manner:

SECTION 1. FIRE DEPARTMENT'S OBLIGATIONS

1.1 DUTIES

FIRE DEPARTMENT agrees to furnish suitable apparatus, equipment, appliances and a sufficient number of properly trained personnel for the furnishing of fire protection and the provisions of emergency services in FPD2 and will timely respond when notified of a fire or other emergent situation within FPD2.

- 1.1.1 "Fire Protection" and "Emergency Services", as used herein, shall be deemed to include among other things: fire suppression, fire prevention, fire prevention education, life safety education, building inspections in conjunction with the Town of Duanesburg Building Inspector and Code Enforcement Officer, emergency medical services, and response to calls for assistance, rescue, or aid of every manner consistent with the corporate purposes of the FIRE DEPARTMENT and its Organizational Statement pursuant to 29 CFR 1910.156(b)(1).

1.2 RESPONSE

Upon dispatch, the FIRE DEPARTMENT will respond to the fire or emergency without delay and with suitable resources and trained personnel. The members of the FIRE DEPARTMENT shall proceed diligently and in a reasonable manner to eradicate the hazard, mitigate the situation, and preserve life and property in connection therewith.

1.3 TRAINING

FIRE DEPARTMENT warrants to TOWN that all firefighters and emergency personnel are appropriately trained and equipped to the current minimum training levels for their respective duty requirements and as mandated by OSHA [29 USC § 655(a)] and the regulations and rules promulgated thereunder including, but not limited to, 29 CFR 1910 subparts (H), (I), and (L) as well as all applicable New York State statutes, rules and regulations including, but not limited to, Labor Law §27-a and 12 NYCRR 800.7.

1.4 STANDARD PROCEDURES

FIRE DEPARTMENT warrants to TOWN that it has in place standard operating procedures or similar written standard policies or protocols for critical operations and will provide TOWN with a copy such current standards upon the execution of this Contract and during the term of this Contract, will immediately provide TOWN any amendments or additions to such standards.

1.5 CORPORATE BYLAWS

FIRE DEPARTMENT warrants to TOWN that it has Bylaws or a Constitution and Bylaws (collectively referred to hereinafter as "Bylaws") governing the corporate operations of the FIRE DEPARTMENT and will provide TOWN with a copy of the current Bylaws upon the execution of this Contract and during the term of this Contract will immediately provide TOWN any amendments or additions to such Bylaws.

1.6 ROSTER

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT will provide TOWN with a complete current roster of its members and their respective offices and titles (ex. Firefighter, Chief, President, social, honorary, etc.) and FIRE

DEPARTMENT shall inform TOWN of any additions or deletions to the membership roster as they may occur during the term of this Contract within 30 days of such change.

1.7 OFFICER QUALIFICATIONS

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT shall provide TOWN with a copy of its current qualifications for officer requirements for firemanic officers. If no such qualifications currently exist, FIRE DEPARTMENT shall immediately notify TOWN in writing that no such qualifications exist and shall within three months thereafter, develop qualifications for officer requirements and provide them to TOWN.

1.8 FUND RAISING

On a monthly basis and in no event less than 30 days before such event, FIRE DEPARTMENT shall notify TOWN of any planned or proposed fund raising activity. Such notice shall be provided in writing to the Town Clerk. Such notice shall contain a general description of the method which will be used to raise funds and shall specify the time or times when and place or places where such fund raising activity will be conducted. The notice shall also provide the names and contact information of the members serving on the committee overseeing such activity.

1.9 NEW MEMBERS

On a monthly basis, FIRE DEPARTMENT shall submit the names of individuals elected to membership as active firefighters in the FIRE DEPARTMENT and any such individual's election to membership is subject to approval by the Town Board.

1.10 BACKGROUND CHECKS

FIRE DEPARTMENT warrants to TOWN that all firefighters elected to membership are appropriately screened as mandated by Executive Law § 837-o and that the FIRE DEPARTMENT has complied with all relevant provisions of Not-for-Profit Corporation Law §1402 concerning eligibility and attaining membership.

1.11 QUARTERLY REPORTS

On a quarterly basis, by the 15th day of January, April, July, and October of each year this Contract is in effect, the FIRE DEPARTMENT shall submit to TOWN a report relating to the preceding three months detailing:

- 1.11.1 the number of calls received (e.g., responses to alarms, fires, emergencies or calls for assistance of any sort),
- 1.11.2 the nature of the calls (fire, MVA, hazmat, etc.),
- 1.11.3 the total number of fire firefighters responding to the calls,
- 1.11.4 the average number of firefighters responding per call per quarter,
- 1.11.5 the number of times mutual aid was given to other agencies/locales,
- 1.11.6 the number of times mutual aid was received from other agencies/locales,
- 1.11.7 to and from what agencies mutual aid was given and received,
- 1.11.8 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to have a unit respond to within five minutes of dispatch,
- 1.11.9 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to be on scene within 14 minutes of dispatch,
- 1.11.10 the number of in-house drills or other training conducted and the total number of firefighters in attendance,

- 1.11.11 a list of planned or upcoming training, schools, or conferences to be attended by FIRE DEPARTMENT'S firefighters personnel DEPARTMENT in the forthcoming six months.
- 1.11.12 as to all matters set forth in section 1.11.11, a statement as to whether such training, etc. is to be conducted outside of the County of Schenectady or outside the State of New York.

(Note: Nothing required to be provided herein is intended or shall be deemed to require the disclosure of patient protected information under HIPAA).

1.12 ANNUAL AUDIT

TOWN may require FIRE DEPARTMENT to conduct an annual audit of its financial records performed by a certified public accountant and the report of said audit together with any management letters will be presented to the TOWN no later than June 1 of the year succeeding the year for which the audit is performed. The cost of such audit shall be a separately delineated and budgeted annual expense in the FIRE DEPARTMENT'S annual budget.

- 1.12.1 Such audit shall contain references and notes regarding the statutorily mandated audit of the Town of Duanesburg FPD2 Length of Service Award Program pursuant to General Municipal Law § 219-a(3).

1.13 CAPITAL EXPENDITURES

FIRE DEPARTMENT will immediately advise TOWN of any plans to purchase, lease, acquire, or dispose of fire apparatus or equipment (including light duty vehicles) with a cost or value in excess of Thirty-five Thousand dollars and of any improvements to or acquisition of real property with a cost or value in excess of Fifty Thousand dollars.

1.14 INSURANCE

FIRE DEPARTMENT agrees to procure and maintain throughout the duration of this Contract Volunteer Firefighters' Benefit Law ("VFBL") insurance, commercial general liability ("CGL") insurance, business automobile insurance, professional (medical) liability insurance (as may be required if emergency medical services are provided), director's and officer's liability insurance, and Workers' Compensation insurance (if applicable) in such minimum limits as set forth on Schedule 'B' annexed hereto. FIRE DEPARTMENT will procure all such insurance for its benefit and the benefit of TOWN and shall name TOWN as "an additional insured on a primary, non-contributory basis". Satisfactory proof of insurance including, but not limited to certificates of insurance in acceptable form shall be provided upon the execution of this Contract. Neither the failure by the TOWN to make demand for such proof of insurance nor the failure by FIRE DEPARTMENT to produce said certificates of insurance shall relieve FIRE DEPARTMENT from the obligation to provide and maintain the insurance coverage of the type and in the amounts so specified with the obligatory additional insured provisions.

1.15 INDEMNITY

To the fullest extent permitted by law, FIRE DEPARTMENT agrees to indemnify and hold harmless TOWN for any claim or suit for personal injury (including death), property damage, professional liability or employer or management liability arising out of the FIRE DEPARTMENT'S operations or the discharge of FIRE DEPARTMENT'S duties on behalf of TOWN in furtherance of this Contract.

1.16 LOSAP

By March 31st of each year this Contract is in effect, FIRE DEPARTMENT shall provide TOWN with a certified list of active firefighters who qualified for a year of service credit for the previous year in the Town of Duanesburg FPD2 Length of Service Award Program.

SECTION 2. TOWN'S OBLIGATIONS

2.1 CONTRACT AMOUNT

In consideration of the FIRE DEPARTMENT furnishing fire protection and emergency services set forth herein, TOWN shall pay to the FIRE DEPARTMENT Two Hundred Eighty One Thousand Eight Hundred Eighty One Dollars (\$281,881.00) in one sum, to be charged upon said FPD2 and be assessed and levied upon the taxable property in said FPD2 and collected with the taxes for the TOWN, and the Supervisor shall pay said sum over to the FIRE DEPARTMENT on or before March 31 during each year under this Contract, or as otherwise provided by subsequent Contract. Nothing herein shall be deemed to prohibit the TOWN from amending this Contract to provide for the payment of such sum in installments.

2.2 LOSAP AMOUNT

A portion of the consideration for this Contract recited in Paragraph 2.1 will be remitted by TOWN, as the Plan Sponsor of the Town of Duanesburg FPD2 Length of Service Award Program to pay the LOSAP funding amount of Fifty-Four Thousand Nine Hundred Two Dollars (\$54,902.00) for service credits earned during 2022 and the LOSAP service and administrative fees of Four Thousand One Hundred Dollars (\$4,100.00) and shall pay such amounts to the LOSAP Program Administrator or other institution that maintains the LOSAP Trust Funds for the Plan. Funding for the LOSAP Amount shall be derived in the same manner and from the same sources as the funding of the Contract Amount in SECTION 2.1. The parties agree that the sum of Six Thousand Eighty Dollars (\$6,080.00), representing the year to date costs of the LOSAP audit, will be deducted from the amount to be paid by the TOWN to the FIRE DEPARTMENT pursuant to SECTION 2.1.

2.3 VFBL

A portion of the Contract Amount paid by TOWN to FIRE DEPARTMENT is specifically and solely intended to be used for the procurement of VFBL insurance coverage in satisfaction of TOWN'S statutory obligation to provide same for the members of the FIRE DEPARTMENT while on duty. Conforming with past practices, FIRE DEPARTMENT shall procure and purchase VFBL insurance on behalf of TOWN. Nothing contained herein shall be deemed to limit or affect in any way the responsibility or liability of the TOWN to provide for VFBL insurance pursuant to VFBL §30 for injuries or for the death of any firefighter of the FIRE DEPARTMENT while engaged in the performance of duties as defined by VFBL §5, or any other pertinent statute of the State of New York. TOWN is deemed to be the political subdivision liable for the payment of such benefits and regularly served by such firefighters for purposes of VFBL §19.

2.4 CANCER COVERAGE

Unless TOWN decides to procure the requisite coverage on its own behalf, TOWN will provide as part of the Contract Amount under SECTION 2.1, the annual cost of enhanced cancer insurance as required by General Municipal Law § 205-cc and FIRE DEPARTMENT will procure, provide, and maintain such coverage for all qualified firefighters.

2.5 AHJ'S RESPONSIBILITY

Nothing herein shall be deemed to limit or affect in any way the responsibility or liability of the TOWN for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties, and otherwise, as provided by General Municipal Law Article 10 or any other statutes of the State of New York and members of the FIRE DEPARTMENT while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Contract, shall have the same rights, privileges and immunities as volunteer firefighters as provided for by law.

SECTION 3. GENERAL PROVISIONS

3.1 AUTHORITY HAVING JURISDICTION

FIRE DEPARTMENT acknowledges the TOWN'S role as the authority having jurisdiction ("AHJ") over the FIRE DEPARTMENT and the authority having by law, the control over the prevention and extinguishment of fires in the FPD2 pursuant to Not-for-Profit Corporation Law §1402(e).

3.2 TERM AND RENEWAL

This Contract shall continue through December 31, 2023. This Contract may be renewed up to four times effective through and including December 31, 2027. This Contract shall automatically renew for a one-year term under the same terms and conditions unless one of the contracting parties notifies the other in writing on or before **August 20th** of a given year that it seeks to modify or terminate the contract on of **December 31st** of that year.

3.3 MUTUAL AID

Nothing herein is intended to limit the FIRE DEPARTMENT'S ability to respond pursuant to approved mutual aid agreements with other jurisdictions.

3.4 TERMINATION

3.4.1 This Contract may be terminated by the FIRE DEPARTMENT upon 30 days written notice if TOWN fails to make payment as provided for under SECTION 2.1.

3.4.2 TOWN may terminate this Contract upon 30 days written notice if the FIRE DEPARTMENT fails to perform any of its obligations as set forth in SECTION 1 of this Contract. TOWN has the right to immediately terminate the Contract if the FIRE DEPARTMENT is unwilling or unable to respond to calls for assistance in FPD2 to the extent that TOWN determines that a public emergency exists or is about to be created as a result of the FIRE DEPARTMENT'S unwillingness or inability to provide the fire protection and emergency services set forth in this Contract. Upon termination, the prorated monthly balance of the Contract Amount set forth in SECTION 2.1 shall be returned to TOWN.

3.5 VENUE

This Contract is governed by the laws of the State of New York. To the extent permitted by law, the parties designate Supreme Court in and for Schenectady County as the proper venue for any litigation.

3.6 ASSIGNABILITY

Pursuant to General Municipal Law §109 this Contract may not be assigned except upon the express written consent of the Town Board of the TOWN.

3.7 SEVERABILITY

If any portion of this Contract is deemed unenforceable by a court of competent jurisdiction, the balance of the Contract shall remain viable and enforceable.

3.8 MODIFICATION

This Contract may only be modified in writing by the consent of all of the parties.

3.9 NON-WAIVER

The failure of the TOWN to compel strict compliance with one or more of the provisions of the Contract shall not be deemed to constitute a waiver of the FIRE DEPARTMENT'S obligations under said provisions or any other provision of this Contract.

3.10 NOTICE

All notices as may be required herein shall be submitted to the addresses listed below the names of the signatories. All notices sent to TOWN must be sent to the attention of the Town Clerk of the Town of Duanesburg. Notices sent to the FIRE DEPARTMENT must be sent to the attention of the President or Secretary of the FIRE DEPARTMENT, as follows:

To the TOWN:

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

To the FIRE DEPARTMENT:

Mariaville Volunteer Fire Department, Inc.
9248 Mariaville Road
Pattersonville, NY 12137

IN WITNESS WHEREOF, the parties have duly executed and delivered this Contract the day and year first above written.

TOWN BOARD OF THE TOWN OF DUANESBURG

By: _____
William Wenzel, Supervisor

THE MARIAVILLE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____, President

SCHEDULE 'A'

In addition to any other requirements for the production of documentation, FIRE DEPARTMENT shall provide TOWN with the following information prior to commencing the negotiation process for a contract and shall, on an annual basis provide the following:

(1) file with the Town Board a statement (budget) containing an itemization of the estimated costs of the incorporated FIRE DEPARTMENT attributable to the provision of services under the contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs;

(2) the FIRE DEPARTMENT'S most recent annual report of directors (or Trustees) pursuant to section five hundred nineteen of the not-for-profit corporation law;

*(3) if, extant, the FIRE DEPARTMENT'S most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;

(4) the FIRE DEPARTMENT'S most recent internal revenue service form 990; and

(5) the FIRE DEPARTMENT'S most recent annual report pursuant to section thirty-a of the general municipal law.

- **Production of Item 3 waived for good cause shown**

SCHEDULE "B"

INSURANCE REQUIREMENTS

Commercial General Liability (CGL)*	1 million dollars per occurrence 2 million dollar aggregate
Medical Payments	5 thousand dollars
Personal & Advertising Injury	1 million dollars
Completed Operations	1 million dollars
Business Auto	1 million dollars (Combined Single Limit)
SUM Coverage	1 million dollars
Property Damage	Replacement cost or ACV as applicable
Excess/Umbrella Liability	5 million dollars
Worker's Compensation	Statutory limits
VFBL	Statutory limits
Enhanced Cancer Disability Benefits	Statutory limits

All policies, policy endorsements, and insurance certificates to name TOWN as "an additional insured on a primary, non-contributory basis".

Proof of insurance of Enhanced Cancer Disability Benefits coverage shall be provided annually by providing a copy of the form ESOB 210.5 filed with OFPC on January 1 of each year.

*If applicable, Professional Medical liability coverage to provided for EMS functions in the same amounts as CGL insurance if not otherwise included in CGL coverage.

All insurance required must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best Rating from A- to A+ or better.

Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the Town must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal of coverage.

Waiver of Subrogation. All policies must include a Waiver of Subrogation in favor of the Town along with their respective officers, agents and employees for general liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.

**TOWN OF DUANESBURG
FIRE PROTECTION CONTRACT**

This Agreement (the "Agreement") made December __, 2022 between the **TOWN OF DUANESBURG**, a municipal corporation organized under the laws of the State of New York and located in Schenectady County, New York, with a mailing address of 5853 Western Turnpike, Duanesburg, New York 12056 (the "Town"), acting on behalf of the Fire Protection District No. 3 of said Town (the "Fire Protection District"), and **VILLAGE OF ESPERANCE** a municipal corporation organized and existing under the laws of the State of New York, with its principal office at 104 Charleston Street, Esperance, New York 12066 (the "Village").

WITNESSETH:

WHEREAS, the Town has established the Fire Protection District more fully described in the Resolution establishing such district and duly adopted by the Town Board of the Town of Duanesburg (the "Town Board") on the 4th day of October 1951; and

WHEREAS, the Town, pursuant to Town Law section 184, must provide for the furnishing of fire protection within the Fire Protection District; and

WHEREAS, the Town wishes to contract with the Village for the furnishing of fire protection to the Fire Protection District for a period of time from January 1, 2023 through December 31, 2023; and

WHEREAS, at a duly held meeting of the Town Board, the Town duly authorized this Agreement with the Village for fire protection to the Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the governing board of the Village.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration exchanged between the parties, the Town does engage the Village to furnish fire protection to the Fire Protection District and the Village agrees to furnish such protection for the period of time from January 1, 2023 through December 31, 2023, in the following manner and on the terms and conditions set forth herein.

Article 1. Service(s) to be Provided.

A. The Village agrees to furnish suitable apparatus and appliances for the furnishing of fire protection in the Fire Protection District and when notified by alarm or telephone or in any other manner, of a fire within the Fire Protection District, the Village will respond and attend upon the fire without delay with suitable apparatus and appliances

and that the members of the Village shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith. The term "fire protection" includes inspections of buildings and properties in the Fire Protection District for the purposes specified in and as authorized by section 807-a and 807-b of the Education Law relating to fire inspection of school buildings, subdivision four of section 303 of the Multiple Residence Law relating to inspection of buildings and property, and section 189 of the Town Law relating to inspection of public and private buildings.

B. The Village further agrees to use its best efforts to furnish emergency service in case of accidents, calamities, or other emergencies in connection with which the services of firefighters would be required. Such service shall be furnished subject to such rules and regulations as shall be prescribed by the Village and approved by the Town Board. The Village agrees to carry liability and property damage insurance covering said emergency service in the same amounts, and under the same terms, as set forth in Article 4 below in connection with fire protection. The term "emergency" includes, unless a contrary intent is clearly expressed or indicated, the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

C. The Village agrees that it is responsible for its operating expenses, including, but limited to:

- i. heat, lights, telephone and all other utilities in connection with the Village's facilities;
- ii. general maintenance, repairs and supplies for the Village's equipment, vehicles and housing for vehicles and meetings;
- iii. replacement of the Village's supplies and equipment;
- iv. all liability insurance on the Village's vehicles and facilities;
- v. all liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of the Village; and
- vi. all training and continuing education of the Village's membership, including such certification and recertification as may be required by law.

D. Upon the specific request of the Village, in the event of an emergency situation that is reasonably anticipated to have an adverse effect on the residents of the Town, the Village may request that the Town Highway Department snow plow, sand, de-ice and otherwise make safe the Village facilities. The Town Highway Department shall have sole discretion as to whether to perform such services. In the event such services are provided by the Town Highway Department, the Village shall, to the fullest extent

permitted by law, indemnify, defend and hold the Indemnified Parties (as defined in Article 8 hereof) harmless of and from any and all liability of any name, nature and kind imposed upon the Indemnified Parties as a result of the performance of such services, except for liability arising out of the negligence or willful misconduct of the Town. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing contained in this Article 1, Paragraph D, shall obligate the Town to perform any such services. The provision of such services in non-emergency situations is expressly prohibited.

Article 2. Term.

A. This Agreement shall take effect on January 1, 2023 (the “Effective Date”) and shall continue for the remainder of the year ending December 31, 2023, provided however, that this Agreement shall be deemed renewed on the same basis each year thereafter for a further calendar year (January 1 – December 31) without any further public hearing unless the Town or Village shall notify the other party in writing on or before the twentieth day of August that it elects to terminate this Agreement effective on December 31 in that year.

B. The term of this Agreement including renewals shall not exceed five (5) years.

C. Any requests for amendment to this Agreement during its initial term or any renewal portion thereof must be made in writing to the Town on or before the twentieth day of August of any year that this Agreement is in force.

Article 3. Consideration.

In consideration of the furnishing of said fire protection (and emergency services) as set forth herein, the Town shall pay to the Village a fire protection fee (the “Fire Protection Fee”) in the amount of Ninety Thousand Nine Hundred Ninety-Nine Dollars (**\$90,999.00**). Such Fire Protection Fee is to be charged upon the Fire Protection District, to be assessed and levied upon the taxable property within the Fire Protection District and collected with the Town taxes, and the Town shall pay the Fire Protection Fee over to the Village on or before March 31st during each year under this Agreement.

Article 4. Insurance.

Commercial General Liability (CGL):

- i. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed

under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors, or for liability resulting from application of either Section 240 or Section 241 of NY State Labor Law.

- ii. The Town along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained the Town is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Village, or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

B. Automobile Liability:

- i. Business Automobile Liability with a combined single limit of not less than \$1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- ii. The Town along with their respective officers, agents, and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

C. Umbrella/Excess Liability:

- i. Umbrella/Excess Liability with limits not less than \$5,000,000 per occurrence/aggregate.
- ii. Umbrella Liability must include as Additional Insured all entities that are Additional Insureds on the CGL and Automobile Liability policies.
- iii. Umbrella/Excess Liability shall apply on a primary and not contributory basis.

D. Workers Compensation and Employers Liability:

- i. Employers Liability Insurance with limits not less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for injury by disease.
- ii. Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is option under the Workers Compensation Act.

E. All insurance required must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best Rating from A- to A+ or better.

F. Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the Town must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal of coverage.

G. Waiver of Subrogation. All policies must include a Waiver of Subrogation in favor of the Town along with their respective officers, agents and employees for general liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.

H. Evidence of Insurance. Prior to the commencement of the work, the Village shall furnish to the Town Certificate(s) of Insurance executed by a duly authorized representative of each insurer, setting out the compliance with the insurance requirements et forth above. Certificates of Insurance must indicate the amounts of any and all deductibles. A copy of the Additional Insured Endorsement(s) must be provided to the Town.

Article 5. Reports.

A. The Village shall submit to the Town a written report of its fire protection (and emergency services) calls for each calendar year in such detail as the Town requests.

B. The Village shall file with the Duanesburg Town Clerk, on or before the 15th of January, April, July and October of each calendar year, a list of all Village's members, directors and officers, as of the last day of the previous calendar quarter.

C. The Village agrees to file with the Duanesburg Town Clerk, within fifteen (15) days after receipt of the same, its audited annual financial statement.

Article 6. The Town's Right to Stop Work or Terminate the Agreement.

If the Village fails or refuses to comply with all applicable laws or ordinances, or otherwise is in violation of any of the provisions of this Agreement, the Town shall, upon

ten (10) days' notice, specifying with particularity the basis therefore, have the right to terminate this Agreement. Said notice shall include a demand for a refund of a portion of the Fire Protection Fee, consisting of amounts allocable to the period of time subsequent to the effective date of the termination notice. Said amount shall be determined prorating the Fire Protection Fee on a per diem basis from the effective date of the termination notice to December 31 of the applicable calendar year, which prorated amount shall be refunded to the Town within thirty (30) days of the Town's request therefor. In the event the Village fails or refuses to refund said prorated amount, as provided for herein, the unpaid balance shall accrue interest at the rate of 9% per annum, and the Village shall be responsible for all of the Town's costs of collection of said amount, including reasonable attorneys' fees, whether or not an action is commenced.

Article 7. Independent Contractor.

It is hereby mutually covenanted and agreed that the Village shall be an independent contractor.

Article 8. Indemnity and Hold Harmless Agreement.

A. The Village hereby agrees to indemnify, defend and hold the Town, and its elected officials, officers, agents, and employees (collectively, the "Indemnified Parties") harmless of and from any and all liability of every name, nature and kind imposed upon the Indemnified Parties arising from the negligence or willful misconduct of the Village. The indemnification obligation hereunder shall include all reasonable attorneys' fees, costs and expenses, whether or not an action is commenced against an Indemnified Party, and shall survive the expiration or earlier termination of this Agreement

B. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any fire fighter or for the death of any fire fighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York and members of the Village while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as volunteer fire fighters as provided for by law.

Article 9. No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Village is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

Article 10. Authority on Behalf of the Town.

The Town Supervisor has executed this Agreement pursuant to resolutions adopted by the Town Board at meetings thereof held on 2022. William Wenzel, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution, in the Office of the Duanesburg Town Clerk.

Article 11. No Waiver.

The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Article 12. Amendment or Termination.

A. By mutual consent of both parties, and after a public hearing held pursuant to notice, this Agreement may be amended, terminated, or terminated and a new contract entered into in lieu hereof, if the Town, after the public hearing, determines by resolution that it is in the public interest to do so.

B. In all of the above cases, the notice of public hearing must state in general terms the reason why the existing Agreement is to be amended or terminated, and if a new contract is to be entered into, the notice must also describe the new contract in general terms.

Article 13. Severability.

Any provisions of applicable law, which supersede or invalidate any provision of this Agreement shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

Article 14. Notice.

A. All notices, offers and communications required or permitted by this Agreement shall be made in writing and shall be deemed given when personally delivered to a Party or mailed, addressed as follows:

To the Town:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, New York 12056

With a Copy to:

Terresa M. Balmer, Esq.
Whiteman Osterman & Hanna LLP
1 Commerce Plaza #19
Albany, New York 12260

To the Village:

Village of Esperance
PO Box 16
Esperance, New York 12066

With a Copy to:

None Designated

B. By notice given pursuant to this paragraph, either Party may designate any further or different address to which subsequent notices, offers or other communications to it shall be sent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year here mentioned.

TOWN OF DUANESBURG

By: William Wenzel
Its: Supervisor

VILLAGE OF ESPERANCE

By:
Its:

TOWN OF DUANESBURG
FIRE PROTECTION CONTRACT

This Agreement (the "Agreement") made December ____, 2022 between the **TOWN OF DUANESBURG**, a municipal corporation organized under the laws of the State of New York and located in Schenectady County, New York, with a mailing address of 5853 Western Turnpike, Duanesburg, New York 12056 (the "Town"), acting on behalf of the Fire Protection District No. 3 of said Town (the "Fire Protection District"), and **VILLAGE OF DELANSON**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office at 1797 Main Street, Delanson, New York 12053 (the "Village").

WITNESSETH:

WHEREAS, the Town has established the Fire Protection District more fully described in the Resolution establishing such district and duly adopted by the Town Board of the Town of Duanesburg (the "Town Board") on the 4th day of October 1951; and

WHEREAS, the Town, pursuant to Town Law section 184, must provide for the furnishing of fire protection within the Fire Protection District; and

WHEREAS, the Town wishes to contract with the Village for the furnishing of fire protection to the Fire Protection District for a period of time from January 1, 2023 through December 31, 2023; and

WHEREAS, at a meeting of the Town Board held on December 8, 2022, the Town duly authorized this Agreement with the Village for fire protection to the Fire Protection District upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the governing board of the Village.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration exchanged between the parties, the Town does engage the Village to furnish fire protection to the Fire Protection District and the Village agrees to furnish such protection for the period of time from January 1, 2023 through December 31, 2023, in the following manner and on the terms and conditions set forth herein.

Article 1. Service(s) to be Provided.

A. The Village agrees to furnish suitable apparatus and appliances for the furnishing of fire protection in such Fire Protection District and when notified by alarm or telephone or in any other manner, of a fire within said Fire Protection District, the Village

will respond and attend upon the fire without delay with suitable apparatus and appliances and that the members of the Village shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith. The term "fire protection" includes inspections of buildings and properties in the Fire Protection District for the purposes specified in and as authorized by section 807-a and 807-b of the Education Law relating to fire inspection of school buildings, subdivision four of section 303 of the Multiple Residence Law relating to inspection of buildings and property, and section 189 of the Town Law relating to inspection of public and private buildings.

B. The Village further agrees to use its best efforts to furnish emergency service in case of accidents, calamities, or other emergencies in connection with which the services of firefighters would be required. Such service shall be furnished subject to such rules and regulations as shall be prescribed by the Village and approved by the Town Board. The Village agrees to carry liability and property damage insurance covering said emergency service in the same amounts, and under the same terms, as set forth in Article 4 below in connection with fire protection. The term "emergency" includes, unless a contrary intent is clearly expressed or indicated, the search for persons and the search for, and attempts to recover or the recovery of, bodies of persons even though it is possible or is known that all hope of life is gone.

C. The Village agrees that it is responsible for its operating expenses, including, but limited to:

- i. heat, lights, telephone and all other utilities in connection with the Village's facilities;
- ii. general maintenance, repairs and supplies for the Village's equipment, vehicles and housing for vehicles and meetings;
- iii. replacement of the Village's supplies and equipment;
- iv. all liability insurance on the Village's vehicles and facilities;
- v. all liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of the Village; and
- vi. all training and continuing education of the Village's membership, including such certification and recertification as may be required by law.

D. Upon the specific request of the Village, in the event of an emergency situation that is reasonably anticipated to have an adverse effect on the residents of the Town, the Village may request that the Town Highway Department snow plow, sand, de-ice and otherwise make safe the Village facilities. The Town Highway Department shall have sole discretion as to whether to perform such services. In the event such services are

provided by the Town Highway Department, the Village shall, to the fullest extent permitted by law, indemnify, defend and hold the Indemnified Parties (as defined in Article 8 hereof) harmless of and from any and all liability of any name, nature and kind imposed upon the Indemnified Parties as a result of the performance of such services, except for liability arising out of the negligence or willful misconduct of the Town. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing contained in this Article 1, Paragraph D, shall obligate the Town to perform any such services. The provision of such services in non-emergency situations is expressly prohibited.

Article 2. Term.

A. This Agreement shall take effect on January 1, 2023 (the “Effective Date”) and shall continue for the remainder of the year ending December 31, 2023, provided however, that this Agreement shall be deemed renewed on the same basis each year thereafter for a further calendar year (January 1 – December 31) without any further public hearing unless the Town or Village shall notify the other party in writing on or before the twentieth day of August that it elects to terminate this Agreement effective on December 31 in that year.

B. The term of this Agreement including renewals shall not exceed five (5) years.

C. Any requests for amendment to this Agreement during its initial term or any renewal portion thereof must be made in writing to the Town on or before the twentieth day of August of any year that this Agreement is in force.

Article 3. Consideration.

In consideration of the furnishing of said fire protection (and emergency services) as set forth herein, the Town shall pay to the Village a fire protection fee (the “Fire Protection Fee”) in the amount of Eighty-Two Thousand Forty Four Dollars (**\$82,044.00**). Such Fire Protection Fee is to be charged upon the Fire Protection District, to be assessed and levied upon the taxable property within the Fire Protection District and collected with the Town taxes, and the Town shall pay the Fire Protection Fee to the Village on or before March 31st during each year under this Agreement.

Article 4. Insurance.

- A. Commercial General Liability (CGL):
- i. Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed

under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors, or for liability resulting from application of either Section 240 or Section 241 of NY State Labor Law.

- ii. The Town along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained the Town is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Village, or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

B. Automobile Liability:

- i. Business Automobile Liability with a combined single limit of not less than \$1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- ii. The Town along with their respective officers, agents, and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

C. Umbrella/Excess Liability:

- i. Umbrella/Excess Liability with limits not less than \$5,000,000 per occurrence/aggregate.
- ii. Umbrella Liability must include as Additional Insured all entities that are Additional Insureds on the CGL and Automobile Liability policies.
- iii. Umbrella/Excess Liability shall apply on a primary and not contributory basis.

D. Workers Compensation and Employers Liability:

- i. Employers Liability Insurance with limits not less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for injury by disease.
- ii. Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is option under the Workers Compensation Act.

E. All insurance required must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best Rating from A- to A+ or better.

F. Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the Town must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal of coverage.

G. Waiver of Subrogation. All policies must include a Waiver of Subrogation in favor of the Town along with their respective officers, agents and employees for general liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.

H. Evidence of Insurance. Prior to the commencement of the work, the Village shall furnish to the Town Certificate(s) of Insurance executed by a duly authorized representative of each insurer, setting out the compliance with the insurance requirements et forth above. Certificates of Insurance must indicate the amounts of any and all deductibles. A copy of the Additional Insured Endorsement(s) must be provided to the Town.

Article 5. Reports.

A. The Village shall submit to the Town a written report of its fire protection (and emergency services) calls for each calendar year in such detail as the Town requests.

B. The Village shall file with the Duanesburg Town Clerk, on or before the 15th of January, April, July and October of each calendar year, a list of all Village's members, directors and officers, as of the last day of the previous calendar quarter.

C. The Village agrees to file with the Duanesburg Town Clerk, within fifteen (15) days after receipt of the same, its audited annual financial statement.

Article 6. The Town's Right to Stop Work or Terminate the Agreement.

If the Village fails or refuses to comply with all applicable laws or ordinances, or otherwise is in violation of any of the provisions of this Agreement, the Town shall, upon ten (10) days' notice, specifying with particularity the basis therefore, have the right to terminate this Agreement. Said notice shall include a demand for a refund of a portion of the Fire Protection Fee, consisting of amounts allocable to the period of time subsequent to the effective date of the termination notice. Said amount shall be determined prorating the Fire Protection Fee on a per diem basis from the effective date of the termination notice to December 31 of the applicable calendar year, which prorated amount shall be refunded to the Town within thirty (30) days of the Town's request therefor. In the event the Village fails or refuses to refund said prorated amount, as provided for herein, the unpaid balance shall accrue interest at the rate of 9% per annum, and the Village shall be responsible for all of the Town's costs of collection of said amount, including reasonable attorneys' fees, whether or not an action is commenced.

Article 7. Independent Contractor.

It is hereby mutually covenanted and agreed that the Village shall be an independent contractor.

Article 8. Indemnity and Hold Harmless Agreement.

A. The Village hereby agrees to indemnify, defend and hold the Town, and its elected officials, officers, agents, and employees (collectively, the "Indemnified Parties") harmless of and from any and all liability of every name, nature and kind imposed upon the Indemnified Parties arising from the negligence or willful misconduct of the Village. The indemnification obligation hereunder shall include all reasonable attorneys' fees, costs and expenses, whether or not an action is commenced against an Indemnified Party and shall survive the expiration or earlier termination of this Agreement.

B. Nothing herein contained shall be deemed to limit or affect in any way the responsibility or liability of the Town for injury sustained by any fire fighter or for the death of any fire fighter while engaged upon the performance of his or her duties, and otherwise, as provided by section 205 of the General Municipal Law or any other statute of the State of New York and members of the Village while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as volunteer fire fighters as provided for by law.

Article 9. No Assignment.

In accordance with the provisions of Section 109 of the General Municipal Law, the Village is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Town.

Article 10. Authority on Behalf of the Town.

The Town Supervisor has executed this Agreement pursuant to a resolution adopted by the Town Board at a meeting thereof held on [REDACTED] 2022. William Wenzel, Town Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into this Agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one (1) copy shall be permanently filed, after execution, in the Office of the Duanesburg Town Clerk.

Article 11. No Waiver.

The failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Article 12. Amendment or Termination.

A. By mutual consent of both parties, and after a public hearing held pursuant to notice, this Agreement may be amended, terminated, or terminated and a new contract entered into in lieu hereof, if the Town, after the public hearing, determines by resolution that it is in the public interest to do so.

B. In all of the above cases, the notice of public hearing must state in general terms the reason why the existing Agreement is to be amended or terminated, and if a new contract is to be entered into, the notice must also describe the new contract in general terms.

Article 13. Severability.

Any provisions of applicable law, which supersede or invalidate any provision of this Agreement shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

IN WITNESS WHEREOF, the parties have duly executed and delivered this agreement the day and year here mentioned.

DATE: _____

TOWN BOARD OF THE TOWN OF
DUANESBURG

Town Clerk

By:

William Wenzel, Supervisor

VILLAGE BOARD OF THE
VILLAGE OF DELANSON

DATE: _____

Village Clerk

By:

Mayor

**CONTRACT FOR FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN
THE TOWN OF DUANESBURG
AND
BURTONSVILLE VOLUNTEER FIRE DEPARTMENT, INC.**

This Contract made this ____ day of December 2022 pursuant to Town Law §184 between the Town of DUANESBURG ("TOWN") a municipal corporation organized under the laws of the State of New York, acting on behalf of Fire Protection District No. 3 ("FPD3") of the TOWN and BURTONSVILLE VOLUNTEER FIRE DEPARTMENT, INC. (hereinafter "FIRE DEPARTMENT"), a domestic, not-for-profit, special fire corporation organized and existing under the laws of the State of New York, with its principal place of business and operations in Montgomery County New York.

WITNESSETH:

WHEREAS, by Resolution of the Town Board duly adopted on October 4, 1951 the TOWN established FPD3 in a portion of the TOWN for the purposes of furnishing fire protection within FPD3, the precise boundaries of FPD3 are more fully described in the establishing Resolution; and

WHEREAS, the TOWN desires to contract with the FIRE DEPARTMENT for the furnishing of fire protection and emergency services to FPD3 for a definite period of time from **January 1, 2023 through December 31, 2023**; and

WHEREAS, as a condition precedent to entering into negotiations for this Contract, the FIRE DEPARTMENT shall file with the TOWN in a format acceptable to the Town Board a statement (budget) itemizing the estimated costs of the FIRE DEPARTMENT attributable to the provision of services under this contract pursuant to Town Law §184(1-a) including all of the information requested in SCHEDULE "A" annexed hereto, for the Town Board's review and consideration in determining the amount of compensation that is reasonable, necessary, and appropriate for the FIRE DEPARTMENT to provide the contracted services under this Contract; and

WHEREAS, pursuant to Town Law §184(2) a public hearing was duly held at the Town Hall after publication of the requisite notices for such hearing, and such hearing having been called for the purpose of reviewing the terms of this Contract and entertaining public comment thereon; and

WHEREAS, following said public hearing and pursuant to Town Law §184(1) the TOWN, by lawfully enacted resolution of the Town Board, has duly authorized this contract with the FIRE DEPARTMENT for fire protection and emergency services to said FPD3 upon the terms and provisions set forth herein; and

WHEREAS, the making of this Contract has been duly authorized by the governing board of the FIRE DEPARTMENT and/or membership as may be required by the bylaws of the FIRE DEPARTMENT and the signatory hereto on behalf of the FIRE DEPARTMENT warrants that all of the prerequisites of the FIRE DEPARTMENT bylaws have been satisfied, all required resolutions of the FIRE DEPARTMENT have been lawfully enacted, and said signatory is authorized to bind the FIRE DEPARTMENT to this Contract.

NOW, THEREFORE, in exchange for the mutual promises and other good and valuable consideration as recited herein, the receipt of which is hereby acknowledged, the TOWN does contract with the FIRE DEPARTMENT to furnish fire protection and emergency services to FPD3 and the FIRE DEPARTMENT agrees to furnish such services commencing January 1, 2021, in the following manner:

SECTION 1. FIRE DEPARTMENT'S OBLIGATIONS

1.1 DUTIES

FIRE DEPARTMENT agrees to furnish suitable apparatus, equipment, appliances and a sufficient number of properly trained personnel for the furnishing of fire protection and the provisions of emergency services in FPD3 and will timely respond when notified of a fire or other emergent situation within FPD3.

1.1.1 "Fire Protection" and "Emergency Services", as used herein, shall be deemed to include among other things: fire suppression, fire prevention, fire prevention education, life safety education, building inspections in conjunction with the Town of Duaneburg Building Inspector and Code Enforcement Officer, emergency medical services, and response to calls for assistance, rescue, or aid of every manner consistent with the corporate purposes of the FIRE DEPARTMENT and its Organizational Statement pursuant to 29 CFR 1910.156(b)(1).

1.2 RESPONSE

Upon dispatch, the FIRE DEPARTMENT will respond to the fire or emergency without delay and with suitable resources and trained personnel. The members of the FIRE DEPARTMENT shall proceed diligently and in a reasonable manner to eradicate the hazard, mitigate the situation, and preserve life and property in connection therewith.

1.3 TRAINING

FIRE DEPARTMENT warrants to TOWN that all firefighters and emergency personnel are appropriately trained and equipped to the current minimum training levels for their respective duty requirements and as mandated by OSHA [29 USC § 655(a)] and the regulations and rules promulgated thereunder including, but not limited to, 29 CFR 1910 subparts (H), (I), and (L) as well as all applicable New York State statutes, rules and regulations including, but not limited to, Labor Law §27-a and 12 NYCRR 800.7.

1.4 STANDARD PROCEDURES

FIRE DEPARTMENT warrants to TOWN that it has in place standard operating procedures or similar written standard policies or protocols for critical operations and will provide TOWN with a copy such current standards upon the execution of this Contract and during the term of this Contract, will immediately provide TOWN any amendments or additions to such standards.

1.5 CORPORATE BYLAWS

FIRE DEPARTMENT warrants to TOWN that it has Bylaws or a Constitution and Bylaws (collectively referred to hereinafter as "Bylaws") governing the corporate operations of the FIRE DEPARTMENT and will provide TOWN with a copy of the current Bylaws upon the execution of this Contract and during the term of this Contract will immediately provide TOWN any amendments or additions to such Bylaws.

1.6 ROSTER

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT will provide TOWN with a complete current roster of its members and their respective offices and titles (ex. Firefighter, Chief, President, social, honorary, etc.) and FIRE DEPARTMENT shall inform TOWN of any additions or deletions to the membership roster as they may occur during the term of this Contract within 30 days of such change.

1.7 OFFICER QUALIFICATIONS

Upon execution of this Contract, or upon any renewal thereof, FIRE DEPARTMENT shall provide TOWN with a copy of its current qualifications for officer requirements for firemanic officers. If no such qualifications currently exist, FIRE DEPARTMENT shall immediately notify TOWN in writing that no such qualifications exist and shall within three months thereafter, develop qualifications for officer requirements and provide them to TOWN.

1.8 FUND RAISING

On a monthly basis and in no event less than 30 days before such event, FIRE DEPARTMENT shall notify TOWN of any planned or proposed fund raising activity to be conducted in the TOWN. Such notice shall be provided in writing to the Town Clerk. Such notice shall contain a general description of the method which will be used to raise funds and shall specify the time or times when and place or places where such fund raising activity will be conducted. The notice shall also provide the names and contact information of the members serving on the committee overseeing such activity.

1.9 NEW MEMBERS

On a monthly basis, FIRE DEPARTMENT shall submit the names of individuals elected to membership as active firefighters in the FIRE DEPARTMENT and any such individual's election to membership is subject to approval by the Town Board.

1.10 BACKGROUND CHECKS

FIRE DEPARTMENT warrants to TOWN that all firefighters elected to membership are appropriately screened as mandated by Executive Law § 837-o and that the FIRE DEPARTMENT has complied with all relevant provisions of Not-for-Profit Corporation Law §1402 concerning eligibility and attaining membership.

1.11 QUARTERLY REPORTS

On a quarterly basis, by the 15th day of January, April, July, and October of each year this Contract is in effect, the FIRE DEPARTMENT shall submit to TOWN a report relating to the preceding three months detailing:

- 1.11.1 the number of calls received (e.g., responses to alarms, fires, emergencies or calls for assistance of any sort),
- 1.11.2 the nature of the calls (fire, MVA, hazmat, etc.),
- 1.11.3 the total number of fire firefighters responding to the calls,
- 1.11.4 the average number of firefighters responding per call per quarter,
- 1.11.5 the number of time mutual aid was given to other agencies/locales,
- 1.11.6 the number of times mutual aid was received from other agencies/locales,
- 1.11.7 to and from what agencies mutual aid was given and received,
- 1.11.8 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to have a unit respond to within five minutes of dispatch,

- 1.11.9 the date, time, and nature of any calls for which FIRE DEPARTMENT was dispatched but was unable to be on scene within 14 minutes of dispatch,
- 1.11.10 the number of in-house drills or other training conducted and the total number of firefighters in attendance,
- 1.11.11 a list of planned or upcoming training, schools, or conferences to be attended by FIRE DEPARTMENT'S firefighters personnel DEPARTMENT in the forthcoming six months.
- 1.11.12 as to all matters set forth in section 1.11.11, a statement as to whether such training, etc. is to be conducted outside of the County of Schenectady or outside the State of New York.

(Note: Nothing required to be provided herein is intended or shall be deemed to require the disclosure of patient protected information under HIPAA).

1.12 ANNUAL AUDIT

TOWN may require FIRE DEPARTMENT to conduct an annual audit of its financial records performed by a certified public accountant and the report of said audit together with any management letters will be presented to the TOWN no later than June 1 of the year succeeding the year for which the audit is performed. The cost of such audit shall be a separately delineated and budgeted annual expense in the FIRE DEPARTMENT'S annual budget.

1.13 CAPITAL EXPENDITURES

FIRE DEPARTMENT will advise TOWN of any plans to purchase, lease, acquire, or dispose of fire apparatus or equipment (including light duty vehicles) with a cost or value in excess of Thirty-five Thousand dollars and of any improvements to or acquisition of real property with a cost or value in excess of Fifty Thousand dollars.

1.14 INSURANCE

FIRE DEPARTMENT agrees to procure and maintain throughout the duration of this Contract Volunteer Firefighters' Benefit Law ("VFBL") insurance, commercial general liability ("CGL") insurance, business automobile insurance, professional (medical) liability insurance (as may be required if emergency medical services are provided), director's and officer's liability insurance, and Workers' Compensation insurance (if applicable) in such minimum limits as set forth on Schedule 'B' annexed hereto. FIRE DEPARTMENT will procure all such insurance for its benefit and the benefit of TOWN and shall name TOWN as "an additional insured on a primary, non-contributory basis". Satisfactory proof of insurance including, but not limited to certificates of insurance in acceptable form shall be provided upon the execution of this Contract. Neither the failure by the TOWN to make demand for such proof of insurance nor the failure by FIRE DEPARTMENT to produce said certificates of insurance shall relieve FIRE DEPARTMENT from the obligation to provide and maintain the insurance coverage of the type and in the amounts so specified with the obligatory additional insured provisions.

1.15 INDEMNITY

To the fullest extent permitted by law, FIRE DEPARTMENT agrees to indemnify and hold harmless TOWN for any claim or suit for personal injury (including death), property damage, professional liability or employer or management liability arising out of the FIRE DEPARTMENT'S operations or the discharge of FIRE DEPARTMENT'S duties on behalf of TOWN in furtherance of this Contract.

SECTION 2. TOWN'S OBLIGATIONS

2.1 CONTRACT AMOUNT

In consideration of the FIRE DEPARTMENT furnishing fire protection and emergency services set forth herein, TOWN shall pay to the FIRE DEPARTMENT Sixty-Six Thousand Seven Hundred Forty Dollars (\$66,740.00) in one sum, to be charged upon said FPD3 and be assessed and levied upon the taxable property in said FPD3 and collected with the taxes for the TOWN, and the Supervisor shall pay said sum over to the FIRE DEPARTMENT on or before February 28 during each year under this Contract, or as otherwise provided by subsequent Contract. Nothing herein shall be deemed to prohibit the TOWN from amending this Contract to provide for the payment of such sum in installments.

2.2 VFBL

A portion of the Contract Amount paid by TOWN to FIRE DEPARTMENT is specifically and solely intended to be used for the procurement of VFBL insurance coverage in satisfaction of TOWN'S statutory obligation to provide same for the members of the FIRE DEPARTMENT while on duty in or on behalf of the TOWN. Conforming with past practices, FIRE DEPARTMENT or another political subdivision acting as the authority having jurisdiction for FIRE DEPARTMENT shall procure and purchase VFBL insurance for the benefit of TOWN. Nothing contained herein shall be deemed to limit or affect in any way the responsibility or liability of the TOWN to provide for VFBL insurance pursuant to VFBL §30 for injuries or for the death of any firefighter of the FIRE DEPARTMENT while engaged in the performance of duties as defined by VFBL §5, or any other pertinent statute of the State of New York. TOWN is deemed to be either the political subdivision liable for the payment of such benefits or the political subdivision regularly served by such firefighters for purposes of VFBL §19.

2.3 CANCER COVERAGE

FIRE DEPARTMENT will procure the requisite coverage of enhanced cancer insurance as required by General Municipal Law § 205-cc on its own behalf as part of the Contract Amount under SECTION 2.1.

2.4 AHJ'S RESPONSIBILITY

Nothing herein shall be deemed to limit or affect in any way the responsibility or liability of the TOWN for injury sustained by any firefighter or for the death of any firefighter while engaged upon the performance of his or her duties, and otherwise, as provided by General Municipal Law Article 10 or any other statutes of the State of New York and members of the FIRE DEPARTMENT while engaged in the performance of their duties answering, attending upon or returning from any call provided for by this Contract, shall have the same rights, privileges and immunities as volunteer firefighters as provided for by law.

SECTION 3. GENERAL PROVISIONS

3.1 AUTHORITY HAVING JURISDICTION

FIRE DEPARTMENT acknowledges the TOWN'S role as the authority having jurisdiction ("AHJ") over the FIRE DEPARTMENT and the authority having by law, the control over the prevention and extinguishment of fires in the FPD3 pursuant to Not-for-Profit Corporation Law §1402(e).

3.2 TERM AND RENEWAL

This Contract shall continue through December 31, 2023. This Contract may be renewed up to four times effective through and including December 31, 2027. This Contract shall automatically renew for a one-year term under the same terms and conditions unless one of the contracting parties notifies the other in writing on or before the twentieth day of August of a given year that it seeks to modify or terminate the contract on the thirty-first day of December of that year.

3.3 MUTUAL AID

Nothing herein is intended to limit the FIRE DEPARTMENT'S ability to respond pursuant to approved mutual aid agreements with other jurisdictions.

3.4 TERMINATION

3.4.1 This Contract may be terminated by the FIRE DEPARTMENT upon 30 days written notice if TOWN fails to make payment as provided for under SECTION 2.1.

3.4.2 TOWN may terminate this Contract upon 30 days written notice if the FIRE DEPARTMENT fails to perform any of its obligations as set forth in SECTION 1 of this Contract. TOWN has the right to immediately terminate the Contract if the FIRE DEPARTMENT is unwilling or unable to respond to calls for assistance in FPD3 to the extent that TOWN determines that a public emergency exists or is about to be created as a result of the FIRE DEPARTMENT'S unwillingness or inability to provide the fire protection and emergency services set forth in this Contract. Upon termination, the prorated monthly balance of the Contract Amount set forth in SECTION 2.1 shall be returned to TOWN.

3.5 VENUE

This Contract is governed by the laws of the State of New York. To the extent permitted by law, the parties designate Supreme Court in and for Schenectady County as the proper venue for any litigation.

3.6 ASSIGNABILITY

Pursuant to General Municipal Law §109 this Contract may not be assigned except upon the express written consent of the Town Board of the TOWN.

3.7 SEVERABILITY

If any portion of this Contract is deemed unenforceable by a court of competent jurisdiction, the balance of the Contract shall remain viable and enforceable.

3.8 MODIFICATION

This Contract may only be modified in writing by the consent of all of the parties.

3.9 NON-WAIVER

The failure of the TOWN to compel strict compliance with one or more of the provisions of the Contract shall not be deemed to constitute a waiver of the FIRE DEPARTMENT'S obligations under said provisions or any other provision of this Contract.

3.10 NOTICE

All notices as may be required herein shall be submitted to the addresses listed below the names of the signatories. All notices sent to TOWN must be sent to the attention of the Town Clerk of the Town of Duanesburg. Notices sent to the FIRE DEPARTMENT must

be sent to the attention of the President or Secretary of the FIRE DEPARTMENT, as follows:

To the TOWN:
Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

With a copy to:
Terresa M. Bakner, Esq.
Whiteman Osterman & Hanna, LLP
1 Commerce Plaza, #19
Albany, NY 12260

To the FIRE DEPARTMENT:
Burtonsville Volunteer Fire Department, Inc.
2053 Burtonsville Road
Esperance, NY 12066

IN WITNESS WHEREOF, the parties have duly executed and delivered this Contract the day and year first above written.

TOWN BOARD OF THE TOWN OF DUANESBURG

By: _____
William Wenzel, Supervisor

BURTONSVILLE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
, President

SCHEDULE 'A'

In addition to any other requirements for the production of documentation, FIRE DEPARTMENT shall provide TOWN with the following information prior to commencing the negotiation process for a contract and shall, on an annual basis provide the following:

- (1) file with the Town Board a statement (budget) containing an itemization of the estimated costs of the incorporated FIRE DEPARTMENT attributable to the provision of services under the contract. The estimated costs attributable to the provision of services under the prospective contract itemized in the statement shall include, at a minimum, those, if any, for: supplies; materials; operation, maintenance and repair of equipment and apparatus; insurance; training; protective clothing, gear and other personnel costs; building rental, maintenance and operation; and a specified proportionate share of capital costs;
- (2) the FIRE DEPARTMENT'S most recent annual report of directors pursuant to section five hundred nineteen of the not-for-profit corporation law;
- (3) if, extant, the FIRE DEPARTMENT'S most recent verified certificate pursuant to subdivision (f) of section fourteen hundred two of the not-for-profit corporation law;
- (4) the FIRE DEPARTMENT'S most recent internal revenue service form 990; and
- (5) the FIRE DEPARTMENT'S most recent annual report pursuant to section thirty-a of the general municipal law.

SCHEDULE "B"

INSURANCE REQUIREMENTS

Commercial General Liability (CGL)*	1 million dollars per occurrence
	2 million dollar aggregate
Medical Payments	5 thousand dollars
Personal & Advertising Injury	1 million dollars
Completed Operations	1 million dollars
Business Auto	1 million dollars (Combined Single Limit)
SUM Coverage	1 million dollars
Property Damage	Replacement cost or ACV as applicable
Excess/Umbrella Liability	5 million dollars
Worker's Compensation	Statutory limits
VFBL	Statutory limits
Enhanced Cancer Disability Benefits	Statutory limits

All policies, policy endorsements, and insurance certificates to name TOWN as "an additional insured on a primary, non-contributory basis".

Proof of insurance of Enhanced Cancer Disability Benefits coverage shall be provided annually by providing a copy of the form ESOB 210.5 filed with OFPC on January 1 of each year.

*If applicable, Professional Medical liability coverage to be provided for EMS functions in the same amounts as CGL insurance if not otherwise included in CGL coverage.

All insurance required must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best Rating from A- to A+ or better.

Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the Town must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal of coverage.

Waiver of Subrogation. All policies must include a Waiver of Subrogation in favor of the Town along with their respective officers, agents and employees for general liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2022

December 8, 2022

The Town hereby appoints Caitlin Mattos to the Zoning Board of Appeals of the Town of Duanesburg for a term ending on December 31, 2026.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on December 8, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
Mike Santulli	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2022

December 8, 2022

WHEREAS, the Mariaville Wastewater Treatment Plant (the “Mariaville WWTP”) serves Mariaville Lake Sewer District No. 2; and

WHEREAS, the New York State Department of Environmental Conservation amended the New York State Pollutant Discharge Elimination System Permit for the Mariaville WWTP requiring that the Mariaville WWTP effluent be disinfected (the “Proposed Improvements”); and

WHEREAS, the Town Board retained Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with UV disinfection project at the Mariaville WWTP (the “Project”); and

WHEREAS, Delaware has submitted one invoice (attached hereto) dated November 9, 2022 in the amount of **\$4642.50** (“Professional Services Invoice No. 9”); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoices No. 9; authorizes the payment of the invoice using the BAN funds borrowed for this purpose; and directs that the Town seek reimbursement from NYSDEC for the costs associated with the Project in accordance with the terms of the Grant Agreement with NYSDEC;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 8, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Francis R. Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

November 16, 2022

Town of Duanesburg
Attn.: Bill Wenzel, Town Supervisor
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

Re: Mariaville WWTP (SD#2)
Disinfection Improvements Project - Professional Services Invoice #9

Dear Bill:

Attached for Town review, processing and payment is our invoice totaling \$4,642.50 for services related to the above referenced project.

Services provided through October 2022 included:

- Continued communications with Town and regulatory agencies
- Continued submittal review
- Coordinate construction scheduling with contractor and equipment suppliers
- NYSDEC compliance documentation

Services anticipated to be provided going forward include:

- Continued communications with Town and regulatory agencies
- Travel to site to conduct inspection during installation of new UV unit
- Continued NYSDEC compliance documentation

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)

11-2022 Duanesburg (T) Mariaville WWTP Disinfection Improvements CL 9



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.
Albany, NY 12203
(518) 452-1290

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

Invoice number 20-2078-9
Date 11/09/2022

Project 20-2078 Town of Duanesburg - Mariaville
WWTP Disinfection Improvements

For Services Rendered Through October 30, 2022

3 Construction Management/Admin

	Hours	Rate	Billed Amount
Michael Primmer	2.50	175.00	437.50
William J. Brown	18.00	165.00	2,970.00
subtotal	20.50		3,407.50
Phase subtotal			3,407.50

6 NYSDEC Contract Coordination

	Hours	Rate	Billed Amount
Robert G. Chiappisi	9.50	130.00	1,235.00
Invoice total			4,642.50

Approved by:

William J. Brown

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

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8073/FAX 607-482-0482

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

PROJECT ID 20-2078

PROJECT: Mariaville WWTP Disinfection Improvements
INVOICE/REQUISITION No.: 9

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 29,851.25	\$ 29,851.25	
Reimbursable Expenses	\$ -	\$ 146.43	\$ 146.43	
SUBTOTAL - TASK 1	\$ -	\$ 29,997.68	\$ 29,997.68	\$ 30,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ 7,365.00	\$ 7,365.00	
Reimbursable Expenses	\$ -	\$ 135.00	\$ 135.00	
SUBTOTAL - TASK 2	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ 3,407.50	\$ 8,575.00	\$ 11,982.50	
Reimbursable Expenses	\$ -	\$ 98.46	\$ 98.46	
SUBTOTAL - TASK 3	\$ 3,407.50	\$ 8,673.46	\$ 12,080.96	\$ 15,000.00
4. Task 4 - Construction Inspection				
Labor	\$ -	\$ 9,720.00	\$ 9,720.00	
Reimbursable Expenses	\$ -	\$ 837.14	\$ 837.14	
SUBTOTAL - TASK 4	\$ -	\$ 10,557.14	\$ 10,557.14	\$ 17,500.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 2,500.00

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

	<u>CURRENT COST</u>	<u>PREVIOUS COST</u>	<u>COST TO DATE</u>	<u>BUDGET</u>
6. Task 6 - NYSDEC Contract Coordination				
Labor	\$ 1,235.00	\$ 1,690.00	\$ 2,925.00	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 6	\$ 1,235.00	\$ 1,690.00	\$ 2,925.00	\$ 8,250.00
TOTAL	\$ 4,642.50	\$ 58,418.28	\$ 63,060.78	\$ 80,750.00
AMOUNT DUE FOR CURRENT SERVICES	<u>\$ 4,642.50</u>			
AMOUNT PAST DUE	<u>\$ 18,865.60</u>	Invoice #6, 6/14/2022,		
		Invoice #7, 7/19/2022 and		
TOTAL NOW DUE	<u>\$ 23,508.10</u>	Invoice #8, 9/14/2022		
BUDGET BALANCE	\$ 17,689.22			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE