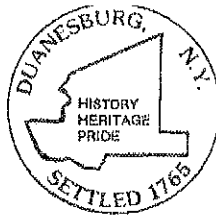


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



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

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, December 9, 2021

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Approval of minutes for: Town Board Meeting on Wednesday November 17, 2021
Approval of minutes for: Special Town Board Meeting on Thursday December 2, 2021

Town Clerk's Report
Supervisor's Report

Payment of Claims

Committee Reports

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

Business Meeting:

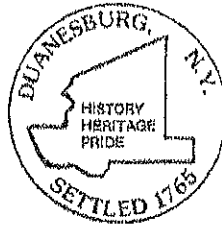
- 1. Motion to authorize the Town Supervisor to sign the Amendment No. 1 to the professional services agreement with CT Male.**
- 2. Motion to cancel the December 23, 2021 Town Board Meeting and set the next Town Board Meeting as the End of Year Meeting for Thursday December 30, 2021 at 9:00 a.m. at Duanesburg Town Hall.**

3. **Motion to set the Organizational Meeting for Monday January 3, 2022, at 7:00 p.m. at Duanesburg Town Hall.**
4. **Motion to give permission for Schenectady County workers to do work at the Town Forest.**
5. **Motion to approve Janitronics as a new vendor.**

Privilege of the Floor:

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

Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday November 17, 2021
Regular Town Board Meeting
Meeting Time: 7:00PM

Meeting called to order by Supervisor Tidball at 7:08PM

Present: Supervisor Tidball, Council Members Ganther, Potter and Wenzel, Town Clerk Jennifer Howe, Town Attorney Teresa Bakner

Pledge of Allegiance

Town Clerk, Jen Howe, read the Town Clerk's Report for October 2021 (see attached).

Supervisor, Roger Tidball, read the Supervisor's Report for October 2021 (see attached).

Resolution 142-21: Council Member Potter motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of Thursday, October 28, 2021.

Motion carried, 4 ayes

Resolution 143-21: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 4 ayes

Vouchers to be Paid
November 17, 2021

General Fund: \$39,759.74

Highway Fund: \$5,929.86

SD#1 Fund: \$2,824.07

SD#2 Fund: \$4,487.58

SD#3 Fund: \$607.15

Total To Be Paid: \$53,608.40

Highway: Highway Superintendent Reed reported that the last few weeks the crew has been prepping trucks for the winter. They have one more drainage issue to deal with on Larson Rd. before the weather changes. Keeping one truck geared for that. We will be one guy short until sometime early next year. Maybe put some feelers out to see if we can hire someone. We will post in the paper and on website for Motor Equipment Operator and Wing Operator.

Public Safety: Supervisor Tidball reported that there was a discussion at the last meeting on the decline in participation at the meetings. Open discussion on how to get more people back. Supervisor Tidball suggested that the host department should hold a 15-20 minute training at the start of each meeting.

Parks: Council Member Wenzel stated that they are looking to mark the boundaries of the town forest. Talking with Steve Fenney at the county to see if they have a surveyor to properly locate the boundaries. Jean thinks she has a donor for a Christmas tree for the point.

Sewer District #1, 2 & 3: Nothing to report.

Technology: Council Member Ganther reported that there are continued efforts to extend the broadband throughout the town. We are close to finalizing the agreement with Spectrum for Suits and Alexander Rds. We will be using some of the ARPA grant money for those projects. Governor Hochul said NYS will be receiving \$100 million from the federal grant. We are trying to get with Spectrum to see how much it will cost to fill in all those blank spots within town. These will be discussed at the next Broadband Committee meeting on November 23rd at 6pm here at Town Hall and via Zoom.

We are looking into replacing the phone system at Town Hall. We currently have 2 quotes from Omnis and Northeast. We need to get some more info for Northeast to fully quote for IT services too. We would like to have all out our services from one vendor.

Assessor needs a new computer; John will look into.

Other: Council Member Ganther gave an update on the renovations and small addition to Town Hall. There is a resolution for CT Male on the agenda. We expect to be able to draw funds from the ARPA funds to cover the CT Male costs. Some of the construction costs will be from ARPA funds also.

Business Meeting:

Resolution 144-21: Council Member Potter motioned, seconded by Council Member Wenzel to adopt the Preliminary Budget as the Final and Annual Budget for the Town of Duaneburg for the 2022 fiscal year.
Motion carried, 4 ayes

Resolution 145-21: Council Member Wenzel motioned, seconded by Council Member Ganther to approve payment of Invoice No. 6 to MCJ Construction in the amount of \$37,083.67.
Motion carried, 4 ayes

Resolution 146-21: Council Member Ganther motioned, seconded by Council Member Potter to approve Change Order No. 2 to increase the contract costs from \$1,055,000.00 to \$1,076,896.62, an increase of \$21,896.62.
Motion carried, 4 ayes

Resolution 147-21: Council Member Potter motioned, seconded by Council Member Ganther to approve, and authorize the Town Supervisor to sign the attached professional services agreement with CT Male for preliminary design services.
Motion carried, 4 ayes

Resolution 148-21: Council Member Wenzel motioned, seconded by Council Member Potter to approve Voss Signs as a new vendor.
Motion carried, 4 ayes

Privilege of the Floor: Opened at 7:39 p.m.

Dianna Canestraro of 982 Alexander Rd. had some questions on why the town board is holding off on approving the Broadband Infrastructure Grant Agreement. Supervisor Tidball stated that we just need to review the final contract before approving. Hoping to have it ready for the next board meeting.

Annabelle Felton of 1417 Creek Rd. discussed the progress of the broadband expansion. There are +/- 50 homes in the town that are currently unserved. This proposed agreement would serve 22 homes and leave around 30 homes still unserved.

Lynne Bruning of 13388 Duanesburg Road read a statement (please see attached).

Floor Closed: 7:45 p.m.

Supervisor Tidball motioned, seconded by Council Member Potter to adjourn.

I, Jennifer Howe, Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday November 17, 2021, at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License Fee	Marriage License Fee	3	52.50
	Misc. Fees	Certified Copies - Death	15	150.00
		Certified Copies - Marriage	2	20.00
	subdivision minor	Subdivision	1	75.00
		Sub-Total:		\$297.50
2110	Variance Application	Variance Application	3	300.00
		Sub-Total:		\$300.00
2122	Connection Fee	Connection Fee	1	1,000.00
		Sub-Total:		\$1,000.00
690.01	Village Of Delanson	Village Of Delanson	1	30.00
		Sub-Total:		\$30.00
A1255	Conservation	Conservation	10	46.64
		Sub-Total:		\$46.64
A2544	AFTER 30 DAYS	AFTER 30 DAYS	6	30.00
	Dog Licensing	Female, Spayed	14	196.00
		Female, Unspayed	3	66.00
		Male, Neutered	22	308.00
		Male, Unneutered	2	44.00
		Sub-Total:		\$644.00
B2111	Permit	Permit	1	50.00
		Sub-Total:		\$50.00
B2555	Building Permits	Building Permits	11	1,555.00
	Other Permits	Other Permits	1	30.00
	Special Use Permit	Special Use Permit	1	100.00
		Sub-Total:		\$1,685.00
Total Local Shares Remitted:				\$4,053.14
Amount paid to:	NYS Ag. & Markets for spay/neuter program			51.00
Amount paid to:	NYS Environmental Conservation			799.36
Amount paid to:	State Health Dept. For Marriage Licenses			67.50
Total State, County & Local Revenues:		\$4,971.00	Total Non-Local Revenues:	\$917.86

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

Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK:

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month October 2021.

Revenues

Fund	Amount
General Fund	\$ 101,774.93
Highway Fund	\$ 29,048.26
Fire Protection	\$ 0.00
Parks & Recreation	\$ 0.00
Parklands	\$ 0.00
Service Award	\$ 0.00
Sewer District #1	\$ 0.00
Sewer District #2	\$ 0.00
Sewer District #3	\$ 0.00
Total	<u>\$ 130,823.19</u>

Disbursements

General Fund	\$ 92,982.74
Highway Fund	\$ 47,354.18
Fire Protection	\$ 0.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 9,007.82
Sewer District #2	\$ 6,299.49
Sewer District #3	\$ 2,565.40
Total	<u>\$158,209.63</u>

Dated November 17, 2021

Supervisors Office – Town of Duanesburg

A-General Fund - 01

Town of Duanesburg
Operating Statement
As of October 31, 2021

	Month Ending 10/31/2021		Year To Date 10/31/2021		Summary
	Actual		Budget	Remaining	
Expenses					
1010.100 - Town Board-Personal Svcs	2,341.52	23,397.26	28,100.00	4,702.74	16.7 %
1010.200 - Town Board-Equipment	0.00	69.99	0.00	(69.99)	0.0 %
1010.400 - Town Board-Contractual	0.00	220.45	750.00	529.55	70.6 %
1110.100 - Justices-Personal Svcs	2,614.61	27,087.36	32,633.00	5,545.64	17.0 %
1110.101 - Justices-Court Clerk	2,389.50	17,640.38	17,500.00	(140.38)	(0.8) %
1110.103 - Justices-Court Security	630.00	2,957.50	4,500.00	1,542.50	34.3 %
1110.200 - Justices-Equipment	0.00	0.00	500.00	500.00	100.0 %
1110.400 - Justices-Contractual	0.00	1,317.42	2,000.00	682.58	34.1 %
1220.100 - Supervisor-Personal Svcs	1,626.16	18,731.14	21,140.00	2,408.86	11.4 %
1220.101 - Supervisor-Personal Svcs-Clerk	2,800.00	30,100.00	36,400.00	6,300.00	17.3 %
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.38	2,343.80	2,813.00	469.20	16.7 %
1220.200 - Supervisor-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
1220.400 - Supervisor-Contractual	0.00	450.26	500.00	49.74	9.9 %
1340.100 - Budget-Personal Svcs	0.00	2,500.00	5,000.00	2,500.00	50.0 %
1355.100 - Assessor-Personal Svcs	1,346.16	14,471.14	17,500.00	3,028.86	17.3 %
1355.101 - Assessor-Personal Svcs-Clerk	1,260.00	11,403.00	16,380.00	4,977.00	30.4 %
1355.106 - Assessor-Grievance Board Personal Svcs	0.00	559.13	500.00	(59.13)	(11.8) %
1355.200 - Assessor-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
1355.400 - Assessor-Contractual	0.00	876.25	2,000.00	1,123.75	56.2 %
1355.401 - Assessor-Assessment Support Contract	0.00	10,190.00	17,500.00	7,310.00	41.8 %
1355.406 - Assessor-Grievance Board Contractual	0.00	0.00	200.00	200.00	100.0 %
1380.400 - Fiscal-Fiscal Agent Fees	3,130.00	30,630.00	35,000.00	4,370.00	12.5 %
1410.100 - Town Clerk-Personal Svcs	3,500.84	37,634.11	45,511.00	7,876.89	17.3 %
1410.101 - Town Clerk-Personal Svcs-Clerk	2,674.92	28,755.43	34,774.00	6,018.57	17.3 %
1410.200 - Town Clerk-Equipment	0.00	0.00	500.00	500.00	100.0 %
1410.400 - Town Clerk-Contractual	1,400.98	2,047.19	4,500.00	2,452.81	54.5 %
1420.400 - Attorney-Contractual	180.00	42,033.97	20,000.00	(22,033.97)	(110.2) %
1440.400 - Engineer-Contractual	0.00	19,709.41	0.00	(19,709.41)	0.0 %
1460.100 - Records Management-Personal Svcs	349.44	2,758.04	3,000.00	241.96	8.1 %
1460.400 - Records Management-Contractual	244.39	2,955.81	3,300.00	344.19	10.4 %
1620.100 - Buildings-Personal Svcs	2,044.77	16,623.36	12,500.00	(4,123.36)	(33.0) %
1620.200 - Buildings-Equipment	69.90	69.90	500.00	430.10	86.0 %
1620.400 - Buildings-Contractual	1,175.07	30,482.50	30,000.00	(482.50)	(1.6) %
1640.400 - Central Garage-Contractual	989.24	12,057.27	17,500.00	5,442.73	31.1 %
1660.400 - Central Storeroom-Contractual	80.98	1,432.98	2,000.00	567.02	28.4 %
1670.400 - Central Printing-Central Print/Mail	2,760.35	8,231.69	8,500.00	268.31	3.2 %
1680.200 - Data Processing-Equipment	0.00	0.00	1,500.00	1,500.00	100.0 %
1680.400 - Data Processing-Contractual	0.00	17,872.49	16,000.00	(1,872.49)	(11.7) %
1910.400 - Unallocated Insurance	681.24	76,474.92	63,034.00	(13,440.92)	(21.3) %
1920.400 - Municipal Dues	50.00	50.00	1,100.00	1,050.00	95.5 %
1990.400 - Contingency	0.00	0.00	10,000.00	10,000.00	100.0 %
3020.400 - Public Safety-Dispatch Svcs	0.00	32,250.00	43,000.00	10,750.00	25.0 %
3310.400 - Traffic Control-Contractual	0.00	721.80	0.00	(721.80)	0.0 %

A-General Fund - 01

Town of Duaneburg
Operating Statement
As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
3510.100 - Dog Control-Personal Svcs	541.74	5,417.40	6,500.00	1,082.60	16.7 %	16.7 %
3510.400 - Dog Control-Contractual	163.01	779.42	2,500.00	1,720.58	68.8 %	68.8 %
3650.400 - Public Safety-Demolition of Unsafe buildings	29,070.00	35,320.00	750.00	(34,570.00)	(4,609.3) %	(4,609.3) %
4020.100 - Registrar of Vital Stats-Personal Svcs	0.00	0.00	925.00	925.00	100.0 %	100.0 %
4540.400 - Ambulance-Contractual	0.00	180,508.00	237,344.00	56,836.00	23.9 %	23.9 %
5010.100 - Supt of Highway-Personal Svcs	4,374.72	47,027.88	56,871.00	9,843.12	17.3 %	17.3 %
5010.101 - Supt of Highway-Personal Svcs-Clerk	240.48	2,487.48	3,500.00	1,012.52	28.9 %	28.9 %
5010.200 - Supt of Highway-Equipment	0.00	929.08	1,000.00	70.92	7.1 %	7.1 %
5010.400 - Supt of Highway-Contractual	24.47	277.75	500.00	222.25	44.5 %	44.5 %
6010.400 - Social Svcs-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %	0.0 %
6410.100 - Publicity-Web Site Personal Svcs	0.00	0.00	5,000.00	5,000.00	100.0 %	100.0 %
6410.400 - Publicity-Web Site Contractual	0.00	2,999.49	1,000.00	(1,999.49)	(199.9) %	(199.9) %
6772.400 - Programs for Aging-Contractual	0.00	2,600.00	2,600.00	0.00	0.0 %	0.0 %
7020.100 - Recreation Admin-Personal Svcs	0.00	3,000.00	3,000.00	0.00	0.0 %	0.0 %
7110.100 - Parks-Personal Svcs	0.00	0.00	8,500.00	8,500.00	100.0 %	100.0 %
7110.200 - Parks-Equipment	0.00	11,314.58	3,500.00	(7,814.58)	(223.3) %	(223.3) %
7110.400 - Parks-Contractual	438.70	16,585.35	7,500.00	(9,085.35)	(121.1) %	(121.1) %
7310.100 - Youth Programs-Personal Svcs	0.00	7,613.00	7,200.00	(413.00)	(5.7) %	(5.7) %
7310.400 - Youth Programs-Contractual	56.83	1,094.25	1,200.00	105.75	8.8 %	8.8 %
7510.100 - Historian-Personal Svcs	62.50	625.00	750.00	125.00	16.7 %	16.7 %
7510.400 - Historian-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %	0.0 %
7550.400 - Celebrations-Contractual	0.00	0.00	2,000.00	2,000.00	100.0 %	100.0 %
8150.498 - Refuse/Garbage-Engineering & Testing	5,221.70	21,720.91	18,500.00	(3,220.91)	(17.4) %	(17.4) %
8150.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	1,285.00	2,000.00	715.00	35.8 %	35.8 %
9010.800 - State Retirement	0.00	32,139.55	45,000.00	12,860.45	28.6 %	28.6 %
9030.800 - Social Security	2,111.13	21,786.10	27,360.00	5,573.90	20.4 %	20.4 %
9040.800 - Workers' Compensation	412.33	5,431.84	12,000.00	6,568.16	54.7 %	54.7 %
9050.800 - Unemployment Insurance	0.00	1,826.41	0.00	(1,826.41)	0.0 %	0.0 %
9060.800 - Health Insurance	3,602.45	57,084.11	42,723.00	(14,361.11)	(33.6) %	(33.6) %
Total Expenses	80,894.51	992,958.55	1,065,858.00	72,899.45	6.8 %	6.8 %
Revenue						
1001 - Real Property Tax	0.00	365,955.00	365,955.00	0.00	0.0 %	0.0 %
1089 - Other Tax Item	0.00	87.13	0.00	(87.13)	0.0 %	0.0 %
1090 - Real Property Tax Interest & Penalties	0.00	0.00	11,000.00	11,000.00	100.0 %	100.0 %
1120 - Non-Property Tax Distribution by County	39,319.48	176,937.66	400,000.00	223,062.34	55.8 %	55.8 %
1255 - Town Clerk Fees	180.11	2,415.11	1,500.00	(915.11)	(61.0) %	(61.0) %
2001 - Park and Recreational Charges	0.00	0.00	1,000.00	1,000.00	100.0 %	100.0 %
2122 - Sewer Connection Fees	0.00	1,180.00	0.00	(1,180.00)	0.0 %	0.0 %
2401 - Interest & Earnings	0.00	318.17	500.00	181.83	36.4 %	36.4 %
2501 - Business and Occupational License	380.00	2,504.97	500.00	(2,004.97)	(401.0) %	(401.0) %
2544 - Dog Licenses	530.00	6,511.00	4,000.00	(2,511.00)	(62.8) %	(62.8) %
2610 - Fines and Forfeited Bail	9,538.00	55,521.00	77,000.00	21,479.00	27.9 %	27.9 %
2770 - Unclassified Revenues	0.00	8,681.17	0.00	(8,681.17)	0.0 %	0.0 %

A-General Fund - 01

Town of Duanesburg
Operating Statement
As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
3001 - State per Capita Aid	0.00	0.00	20,653.00	20,653.00	20,653.00	100.0 %
3005 - State Aid Mortgage Tax	0.00	122,904.84	130,000.00	130,000.00	7,095.16	5.5 %
3820 - State Aid Youth Programs	0.00	0.00	3,000.00	3,000.00	3,000.00	100.0 %
3821 - COVID-19 Economic Relief	0.00	304,306.78	0.00	0.00	(304,306.78)	0.0 %
Total Revenue	49,947.59	1,047,322.83	1,015,108.00	(32,214.83)	(32,214.83)	(3.2) %
Net Assets	(30,946.92)	54,364.28	(50,750.00)	(105,114.28)	(105,114.28)	207.1 %

B-General Fund B - 02

Town of Duanesburg
Operating Statement
As of October 31, 2021

	Month Ending 10/31/2021	Actual	Actual	Budget	Remaining	Summary
Expenses						
5112.200 - Capital Improvements-Equipment	0.00	172,614.25		0.00	(172,614.25)	0.0 %
8010.100 - Zoning-Building Inspector	5,374.64	57,777.06		68,500.00	10,722.94	15.7 %
8010.101 - Zoning-Inspector's Clerk	1,260.00	11,403.00		16,380.00	4,977.00	30.4 %
8010.103 - Zoning-Assistant	1,255.50	13,324.50		15,315.00	1,990.50	13.0 %
8010.104 - Zoning-Board Personal Svcs	45.00	1,807.50		2,000.00	192.50	9.6 %
8010.105 - Zoning-Code Officer	990.00	12,727.50		19,000.00	6,272.50	33.0 %
8010.200 - Zoning-Equipment	0.00	1,314.42		500.00	(814.42)	(162.9) %
8010.400 - Zoning-Contractual	137.97	9,612.53		6,000.00	(3,612.53)	(60.2) %
8010.404 - Zoning-ZBA Expenses	0.00	32.88		250.00	217.12	86.8 %
8010.470 - Zoning-Broadband Extension	0.00	0.00		15,000.00	15,000.00	100.0 %
8020.103 - Planning-Assistant	1,251.00	13,351.50		15,315.00	1,963.50	12.8 %
8020.104 - Planning-Board Personal Svcs	65.25	2,792.75		3,000.00	207.25	6.9 %
8020.200 - Planning-Equipment	0.00	0.00		500.00	500.00	100.0 %
8020.400 - Planning-Contractual	0.00	71.13		0.00	(71.13)	0.0 %
8020.404 - Planning-Board Expenses	0.00	361.62		500.00	138.38	27.7 %
8020.407 - Planning-Attorney	0.00	8,406.00		6,000.00	(2,406.00)	(40.1) %
9010.800 - State Retirement	0.00	18,145.68		17,500.00	(645.68)	(3.7) %
9030.800 - Social Security	769.34	8,194.71		8,790.00	595.29	6.8 %
9040.800 - Workers' Compensation	77.31	1,018.46		2,000.00	981.54	49.1 %
9060.800 - Health Insurance	852.22	9,552.99		20,768.00	11,215.01	54.0 %
Total Expenses	12,088.23	342,508.48		217,318.00	(125,190.48)	(57.6) %
Revenue						
1081 - Other Payments in Lieu of Taxes	41,906.66	192,766.47		0.00	(192,766.47)	0.0 %
1120 - Non-Property Tax Distribution by County	8,480.68	38,163.06		114,718.00	76,554.94	66.7 %
1170 - Franchise Fees	0.00	23,434.85		50,000.00	26,565.15	53.1 %
2110 - Zoning Fees	0.00	600.00		500.00	(100.00)	(20.0) %
2401 - Interest & Earnings	0.00	0.00		100.00	100.00	100.0 %
2555 - Building Permits	1,440.00	17,290.00		20,000.00	2,710.00	13.6 %
Total Revenue	51,827.34	272,254.38		185,318.00	(86,936.38)	(46.9) %
Net Assets	39,739.11	(70,254.10)		(32,000.00)	38,254.10	(119.5) %

CM--Miscellaneous Special Revenue Fund

**Town of Duanesburg
Operating Statement
As of October 31, 2021**

Revenue
 2401 - Interest & Earnings
 3089 - Other State Aid
Total Revenue

Net Assets

Year To Date 10/31/2021		Remaining
Actual		
(45.84)		45.84
8,970.00		(8,970.00)
8,924.36		(8,924.36)
8,924.36		(8,924.36)

Town of Duanesburg
Operating Statement
 As of October 31, 2021

	Month Ending 10/31/2021	Year To Date 10/31/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
5130.100 - Machinery-Personal Svcs	0.00	3,525.64	7,000.00	3,474.36	49.6 %
5130.200 - Machinery-Equipment	0.00	501.50	30,000.00	29,498.50	98.3 %
5130.400 - Machinery-Contractual	1,284.54	31,384.29	30,000.00	(1,384.29)	(4.6) %
5130.430 - Machinery-Contractual Training	0.00	0.00	200.00	200.00	100.0 %
5142.100 - Snow Removal-Personal Svcs	16,104.06	210,922.60	145,000.00	(65,922.60)	(45.5) %
5142.400 - Snow Removal-Contractual	0.00	42,883.77	60,000.00	17,116.23	28.5 %
9010.800 - State Retirement	0.00	19,151.98	23,500.00	4,348.02	18.5 %
9030.800 - Social Security	1,249.99	16,143.32	12,500.00	(3,643.32)	(29.1) %
9040.800 - Workers' Compensation	979.28	12,900.56	17,000.00	4,099.44	24.1 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	5,069.39	57,812.23	66,411.00	8,598.77	12.9 %
Total Expenses	24,687.26	395,225.89	391,311.00	(3,414.89)	(0.9) %
Revenue					
1001 - Real Property Tax	0.00	374,354.00	374,354.00	0.00	0.0 %
2300 - Transportation Services	0.00	1,158.10	14,707.00	13,548.90	92.1 %
2401 - Interest & Earnings	0.00	237.14	250.00	12.86	5.1 %
2665 - Sales of Equipment	0.00	0.00	2,500.00	2,500.00	100.0 %
Total Revenue	0.00	375,749.24	391,311.00	16,061.76	4.1 %
Net Assets	(24,687.26)	(19,476.65)	0.00	19,476.65	0.0 %

Town of Duanesburg
Operating Statement
 As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
Expenses						
5110.100 - General Repairs-Personal Svcs	235.00	2,350.00	135,000.00	135,000.00	132,650.00	98.3 %
5110.400 - General Repairs-Contractual	5,748.74	51,884.51	75,000.00	75,000.00	23,115.49	30.8 %
5112.200 - Capital Improvements-Equipment	12,039.00	23,137.95	104,613.00	104,613.00	81,475.05	77.9 %
9010.800 - State Retirement	0.00	23,177.19	21,000.00	21,000.00	(2,177.19)	(10.4) %
9030.800 - Social Security	0.00	403.95	10,328.00	10,328.00	9,924.05	96.1 %
9040.800 - Workers' Compensation	850.43	11,203.14	17,000.00	17,000.00	5,796.86	34.1 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	3,793.75	42,033.09	66,411.00	66,411.00	24,377.91	36.7 %
Total Expenses	22,666.92	154,189.83	429,552.00	429,552.00	275,362.17	64.1 %
Revenue						
1120 - Non-Property Tax Distribution by County	29,048.26	130,841.47	250,000.00	250,000.00	119,158.53	47.7 %
2300 - Transportation Services	0.00	1,158.08	14,707.00	14,707.00	13,548.92	92.1 %
2401 - Interest & Earnings	0.00	28.64	500.00	500.00	471.36	94.3 %
3501 - State Aid/CHIPS	0.00	0.00	104,613.00	104,613.00	104,613.00	100.0 %
Total Revenue	29,048.26	132,028.19	369,820.00	369,820.00	237,791.81	64.3 %
Net Assets	6,381.34	(22,161.64)	(59,732.00)	(59,732.00)	(37,570.36)	62.9 %

H-Capital Projects

Town of Duanesburg Operating Statement As of October 31, 2021

Expenses

1440.204 - Short Term Project Expense SS2 UV
8130.200 - Treatment/Disposal-Equipment
8197.200 - Sewer Capital Projects

Total Expenses

Revenue

2401 - Interest & Earnings
3990 - Sewer Capital Projects

Total Revenue

Net Assets

	Year To Date 10/31/2021	
	Actual	Remaining
	25,047.68	(25,047.68)
	282.82	(282.82)
	739,739.71	(739,739.71)
	<u>765,070.21</u>	<u>(765,070.21)</u>
	3.61	(3.61)
	839,105.35	(839,105.35)
	<u>839,108.96</u>	<u>(839,108.96)</u>
	<u>74,038.75</u>	<u>(74,038.75)</u>

H10—Capital Project-Van Patten Park

Town of Duanesburg
Operating Statement
As of October 31, 2021

Revenue
2401 - Interest & Earnings

Total Revenue

Net Assets

Year To Date 10/31/2021		Remaining
Actual		
1.07		(1.07)
<u>1.07</u>		<u>(1.07)</u>
<u>1.07</u>		<u>(1.07)</u>

Town of Duanesburg
Operating Statement
As of October 31, 2021

	Year To Date 10/31/2021	
	Actual	Remaining
Expenses		
1440.204 - Short Term Project Expense SS2 UV	25,047.68	(25,047.68)
Total Expenses	<u>25,047.68</u>	<u>(25,047.68)</u>
Net Assets	<u>(25,047.68)</u>	<u>25,047.68</u>

Town of Duanesburg
Operating Statement
 As of October 31, 2021

	Year To Date 10/31/2021			
	Actual	Budget	Remaining	Summary
Expenses				
3410.416 - Fire Protection-Contractual-Delanson	71,817.00	71,817.00	0.00	0.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	60,160.76	59,483.00	(677.76)	(1.1) %
3410.418 - Fire Protection-Contractual-Esperance	70,903.40	79,209.00	8,305.60	10.5 %
3410.419 - Fire Protection-Contractual-Mariaville	204,601.15	261,965.00	57,363.85	21.9 %
Total Expenses	407,482.31	472,474.00	64,991.69	13.8 %
Revenue				
1001.416 - Real Property Tax-Delanson	0.00	71,817.00	71,817.00	100.0 %
1001.417 - Real Property Tax-Burtonsville	0.00	59,483.00	59,483.00	100.0 %
1001.418 - Real Property Tax-Esperance	0.00	79,209.00	79,209.00	100.0 %
1001.419 - Real Property Tax-Mariaville	0.00	261,965.00	261,965.00	100.0 %
Total Revenue	0.00	472,474.00	472,474.00	100.0 %
Net Assets	(407,482.31)	0.00	407,482.31	0.0 %

Town of Duanesburg
Operating Statement
 As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
Expenses						
1900.400 - Contingency	0.00	0.00	10,000.00	10,000.00	10,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	100.0 %
8110.400 - Sewer Admin-Contractual	22.86	1,017.12	1,000.00	(17.12)	(17.12)	(1.7) %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	2,600.00	2,600.00	0.00	0.00	0.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	5,000.00	5,000.00	5,000.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	50.97	610.94	900.00	289.06	289.06	32.1 %
8120.200 - Sanitary Sewers-Equipment	0.00	139.99	6,000.00	5,860.01	5,860.01	97.7 %
8120.462 - Sanitary Sewers-Pump Station Electric	225.81	3,571.53	4,500.00	928.47	928.47	20.6 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	57.38	6,412.51	20,000.00	13,587.49	13,587.49	67.9 %
8130.100 - Treatment/Disposal-Plant Operator	2,000.80	21,508.46	26,010.00	4,501.54	4,501.54	17.3 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	15,606.00	15,606.00	15,606.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,506.96	16,199.54	19,591.00	3,391.46	3,391.46	17.3 %
8130.200 - Treatment/Disposal-Equipment	0.00	524.79	1,000.00	475.21	475.21	47.5 %
8130.400 - Treatment/Disposal-Contractual	116.72	3,678.03	3,500.00	1,800.00	1,800.00	(5.1) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,800.00	1,800.00	1,800.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	0.00	1,000.00	1,000.00	1,000.00	42.8 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	2,077.48	18,787.45	20,000.00	1,212.55	1,212.55	6.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	194.26	4,302.82	15,000.00	10,697.18	10,697.18	71.3 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	1,239.71	3,500.00	2,260.29	2,260.29	64.6 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	0.00	314.45	1,000.00	685.55	685.55	68.6 %
8130.466 - Treatment/Disposal-Chemicals	0.00	2,124.90	3,000.00	875.10	875.10	29.2 %
8130.467 - Treatment/Disposal-Lab Testing	263.34	2,757.58	5,000.00	2,242.42	2,242.42	44.8 %
8130.468 - Treatment/Disposal-Studge Disposal	1,001.00	6,968.50	9,000.00	2,031.50	2,031.50	22.6 %
9010.800 - State Retirement	0.00	4,057.46	10,000.00	5,942.54	5,942.54	59.4 %
9030.800 - Social Security	240.86	2,568.93	5,165.00	2,596.07	2,596.07	50.3 %
9040.800 - Workers' Compensation	128.85	1,697.43	6,000.00	4,302.57	4,302.57	71.7 %
9060.800 - Health Insurance	1,034.66	11,463.59	8,900.00	(2,563.59)	(2,563.59)	(28.8) %
9730.600 - Bond Anticipation-Principal	0.00	129,000.00	129,000.00	0.00	0.00	0.0 %
9730.700 - Interest on Bond	86.07	86.07	0.00	(86.07)	(86.07)	0.0 %
Total Expenses	9,007.82	242,203.50	335,497.00	93,293.50	93,293.50	27.8 %
Revenue						
1001 - Real Property Tax	0.00	314,397.73	314,397.00	(0.73)	(0.73)	(0.0) %
2401 - Interest & Earnings	0.00	77.70	100.00	22.30	22.30	22.3 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	1,000.00	100.0 %
Total Revenue	0.00	314,475.43	315,497.00	1,021.57	1,021.57	0.3 %
Net Assets	(9,007.82)	72,271.93	(20,000.00)	(92,271.93)	(92,271.93)	461.4 %

Town of Duaneburg
Operating Statement
 As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
Expenses						
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	16.54	773.87	2,000.00	2,000.00	1,226.13	61.3 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	5,000.00	5,000.00	5,000.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	40.78	532.38	750.00	750.00	217.62	29.0 %
8120.200 - Sanitary Sewers-Equipment	0.00	98.00	4,000.00	4,000.00	3,902.00	97.6 %
8120.462 - Sanitary Sewers-Pump Station Electric	704.24	6,108.28	8,000.00	8,000.00	1,891.72	23.6 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	119.14	16,925.62	22,000.00	22,000.00	5,074.38	23.1 %
8130.100 - Treatment/Disposal-Plant Operator	1,400.56	15,055.92	18,207.00	18,207.00	3,151.08	17.3 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	10,924.00	10,924.00	10,924.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,054.88	11,339.98	13,713.00	13,713.00	2,373.02	17.3 %
8130.200 - Treatment/Disposal-Equipment	0.00	331.87	2,000.00	2,000.00	1,668.13	83.4 %
8130.400 - Treatment/Disposal-Contractual	81.71	2,274.75	0.00	0.00	(2,274.75)	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,200.00	1,200.00	1,200.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	407.59	2,000.00	2,000.00	1,592.41	79.6 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,490.36	13,997.77	25,000.00	25,000.00	11,002.23	44.0 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	2.77	9,665.14	14,000.00	14,000.00	4,334.86	31.0 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	2,131.75	3,500.00	3,500.00	1,368.25	39.1 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	0.00	379.37	2,000.00	2,000.00	1,620.63	81.0 %
8130.467 - Treatment/Disposal-Lab Testing	280.50	2,793.09	2,000.00	2,000.00	(793.09)	(39.7) %
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	0.00	4,000.00	4,000.00	4,000.00	100.0 %
9010.800 - State Retirement	0.00	3,051.16	7,500.00	7,500.00	4,448.84	59.3 %
9030.800 - Social Security	168.48	1,798.32	4,644.00	4,644.00	2,845.68	61.3 %
9040.800 - Workers' Compensation	77.31	1,018.46	3,700.00	3,700.00	2,681.54	72.5 %
9060.800 - Health Insurance	862.22	9,553.02	6,230.00	6,230.00	(3,323.02)	(53.3) %
9730.600 - Bond Anticipation-Principal	0.00	160,000.00	160,000.00	160,000.00	0.00	0.0 %
Total Expenses	6,299.49	258,236.34	328,293.00	328,293.00	70,056.66	21.3 %
Revenue						
1001 - Real Property Tax	0.00	326,793.00	326,793.00	326,793.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	168.78	500.00	500.00	331.22	66.2 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	1,000.00	100.0 %
Total Revenue	0.00	326,961.78	328,293.00	328,293.00	1,331.22	0.4 %
Net Assets	(6,299.49)	68,725.44	0.00	0.00	(68,725.44)	0.0 %

SS3--Sewer District 3 - 77

**Town of Duanesburg
Operating Statement**
As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
Expenses						
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	0.00	537.25	1,000.00	462.75	462.75	46.3 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	598.00	598.00	598.00	100.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	2,725.00	2,725.00	2,725.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	18.34	305.82	400.00	94.18	94.18	23.5 %
8120.200 - Sanitary Sewers-Equipment	0.00	47.99	1,000.00	952.01	952.01	95.2 %
8120.462 - Sanitary Sewers-Pump Station Electric	538.30	5,197.99	3,000.00	(2,197.99)	(2,197.99)	(73.3) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	17.21	2,406.70	5,000.00	2,593.30	2,593.30	51.9 %
8130.100 - Treatment/Disposal-Plant Operator	600.20	6,452.11	7,903.00	1,350.89	1,350.89	17.3 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	4,681.00	4,681.00	4,681.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	452.08	4,859.86	5,877.00	1,017.14	1,017.14	17.3 %
8130.200 - Treatment/Disposal-Equipment	0.00	625.30	500.00	(125.30)	(125.30)	(25.1) %
8130.400 - Treatment/Disposal-Contractual	35.01	1,129.42	1,000.00	(129.42)	(129.42)	(12.9) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	250.00	250.00	250.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	166.33	500.00	333.67	333.67	66.7 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	0.00	1,892.80	5,000.00	3,107.20	3,107.20	62.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	58.03	1,182.19	5,000.00	3,817.81	3,817.81	76.4 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	340.03	1,000.00	659.97	659.97	66.0 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	0.00	166.53	500.00	333.47	333.47	66.7 %
8130.466 - Treatment/Disposal-Chemicals	0.00	634.71	1,000.00	365.29	365.29	36.5 %
8130.467 - Treatment/Disposal-Lab Testing	78.66	880.83	1,000.00	119.17	119.17	11.9 %
9010.800 - State Retirement	299.00	2,081.50	2,000.00	(81.50)	(81.50)	(4.1) %
9030.800 - Social Security	72.14	1,038.52	3,500.00	2,461.48	2,461.48	70.3 %
9040.800 - Workers' Compensation	51.54	770.07	1,435.00	664.93	664.93	46.3 %
9060.800 - Health Insurance	344.89	678.92	1,750.00	1,071.08	1,071.08	61.2 %
9730.600 - Bond Anticipation-Principal	0.00	3,821.16	2,670.00	(1,151.16)	(1,151.16)	(43.1) %
Total Expenses	2,565.40	112,826.03	142,724.00	29,897.97	29,897.97	20.9 %
Revenue						
1001 - Real Property Tax	0.00	141,724.00	141,724.00	0.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	109.69	0.00	(109.69)	(109.69)	0.0 %
2590 - Permits - Septic	0.00	1,000.00	1,000.00	0.00	0.00	0.0 %
Total Revenue	0.00	142,833.69	142,724.00	(109.69)	(109.69)	(0.1) %
Net Assets	(2,565.40)	30,007.66	0.00	(30,007.66)	(30,007.66)	0.0 %

TE-Private Purpose Trust

Town of Duaneburg
Operating Statement
As of October 31, 2021

Expenses
3410.800 - Service Award-Employee Benefits
Total Expenses

Revenue
2401 - Interest & Earnings
Total Revenue

Net Assets

	Month Ending 10/31/2021	Year To Date 10/31/2021	Remaining
	Actual	Actual	
	58,795.00	118,633.00	(118,633.00)
	58,795.00	118,633.00	(118,633.00)
	0.00	2.37	(2.37)
	0.00	2.37	(2.37)
	(58,795.00)	(118,630.63)	118,630.63

Town of Duanesburg Town Board

RESOLUTION # ~~144~~-2021 APPROVING THE TOWN BUDGET FOR 2022

Town Board Meeting of November 17, 2021

WHEREAS, The Town Board of the Town of Duanesburg has prepared a budget for the 2022 fiscal year;

WHEREAS, the Town Supervisor has reviewed the budget estimates with the Town Departments;

WHEREAS, the Town Supervisor prepared a tentative budget from the budget estimates;

WHEREAS, the budget estimates and tentative budget were submitted to the Town Clerk's Office;

WHEREAS, the Town Clerk presented the tentative budget to the Town Board at the special meeting on October 4, 2021;

WHEREAS, the Town Board reviewed the tentative budget and approved it as the preliminary budget, for public review at the regular meeting on October 14, 2021;

WHEREAS, the Town Clerk duly noticed a public hearing on the preliminary budget on file with the Town Clerk's Office;

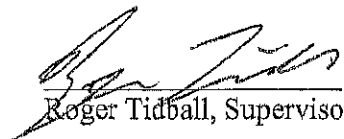
WHEREAS, the Town Board adopted Local Law No. 3 of 2021 on October 14, 2021 allowing the Town Board to exceed the 2% tax cap and the budget does exceed the 2% tax cap;

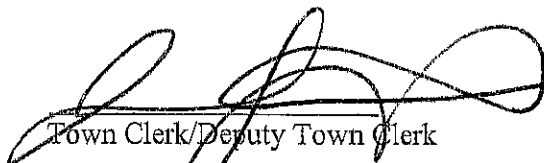
WHEREAS, on October 14, 2021 and October 28, 2021, the Town Board held duly noticed public hearings on the preliminary budget.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby adopts the preliminary budget as the final and annual budget for the Town of Duanesburg for the 2022 fiscal year.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular Town Board meeting on November 17, 2021.

Motion made by Councilmember Potter
Motion seconded by Councilmember Wenzel


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Council members Ganther, Potter & Wenzel, Supervisor Tidball
Absent: Councilmember Senecal

Council Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. 45-2021

November 17, 2021

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

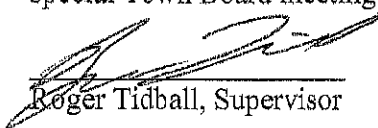
WHEREAS, the Delanson Wastewater Treatment Plant (the "Delanson WWTP") serves Duanesburg Sewer Districts Nos. 1 and 3; and

WHEREAS, the Town Board retained MCJ Construction for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, MCJ Construction has submitted an invoice, dated November 9, 2021, for Town Board review in the amount of **\$37,083.67** for services provided for the period ending October 28, 2021 ("Contractor Invoice No. 6").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 6 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of **\$37083.67**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special Town Board meeting of November 17, 2021.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Date 11/17/21

Date 11/17/21

Present: Councilmembers Ganther, Potter, Wenzel, Supervisor Tidball

Absent: Councilmember Senecal

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
John Ganther	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Rick Potter	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
William Wenzel	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Jeff Senecal	<input type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

November 11, 2021

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

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

Sub: Contract TD1-G-20
Payment Request #6

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 6 for MCJ Construction, the contractor for the subject project, for the period ending October 28, 2021 in the amount of \$37,083.67. The balance to finish including retainage equals \$92,300.22

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

Attached for your files are the following items:

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

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#6\TD1-G-20 Pay App 6 CL.doc

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

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Town of Danversburg PROJECT: Delaware WATP Long Term Improvements APPLICATION NO: 11/28/21 PAGE ONE OF TWO PAGES

FROM CONTRACTOR: MCI Construction LLC, 777 Bunker Hill Road, Mayfield, NY 12117 ARCHITECT: Delaware Engineering, 55 South Main Street, Oneonta, NY 13820

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 999,000.00
2. Net change by Change Orders \$ 56,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,055,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,013,368.19
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 50,668.41 (Column D + E on G703)
 - b. 5 % of Stored Material \$ 0.00 (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 50,668.41
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 962,699.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 925,616.11
8. CURRENT PAYMENT DUE \$ 37,083.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 92,300.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$56,000.00	
Total approved this Month		
TOTALS	56,000.00	0.00
NET CHANGES by Change Order	56,000.00	

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1002 EDITION - AIA - © 1998

AMY MURRAY
Notary Public, State of New York
No. 01MU6382436
Qualified in Fulton County
Commission Expires 11/11/2021

CONTRACTOR

By [Signature] Date: 11/9/21
State of New York
Subscribed and sworn to before me this 9th day of November 2021
Notary Public: [Signature]
My Commission Expires: 10/28/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 37,083.67

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and attach Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By [Signature] Date: 11/11/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20004-2400

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated in the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703

Page of

APPLICATION NO

PERIOD TO:

ARCHITECT'S PROJECT NO

6

10/28/21

10/28/21

A ITEM NO	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED THIS PERIOD		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G÷F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization/Demobilization	\$45,000.00	\$31,500.00	\$0.00		\$31,500.00	70%	\$13,500.00	\$1,575.00
2	New EQ Tank and Building	\$300,000.00	\$300,000.00	\$0.00		\$300,000.00	100%	\$0.00	\$15,000.00
3	New Mechanical Fine Screen	\$190,000.00	\$187,500.00	\$0.00		\$187,500.00	99%	\$2,500.00	\$9,375.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$130,000.00	\$0.00		\$130,000.00	87%	\$20,000.00	\$6,500.00
5	Site Work and Yard Piping	\$65,000.00	\$65,000.00	\$0.00		\$65,000.00	100%	\$0.00	\$3,250.00
6	SBR Tank Grating and Railing	\$30,000.00	\$1,500.00	\$28,500.00		\$30,000.00	100%	\$0.00	\$1,500.00
7	NPW System in Filtration Building	\$67,000.00	\$64,500.00	\$0.00		\$64,500.00	96%	\$2,500.00	\$3,225.00
8	New UV System	\$130,000.00	\$127,500.00	\$0.00		\$127,500.00	98%	\$2,500.00	\$6,375.00
9	Modify Chemical Feed Skid	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	100%	\$0.00	\$100.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$8,837.75	\$10,335.44		\$19,368.19	97%	\$631.81	\$968.41
11	Alternate 1 - Rock Excavation (0-100CY)	\$56,000.00	\$56,000.00	\$0.00		\$56,000.00	100%	\$0.00	\$2,800.00
12	Alternate 2 - Rock Excavation (101-500CY)	\$0.00	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00
13			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
14			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
15			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
16			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
17			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
18			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
19			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
20			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
21			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
22			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
23			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
24			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
GRAND TOTALS		\$1,055,000.00	\$974,352.75	\$39,035.44	\$0.00	\$1,013,388.19	96.1%	\$41,631.81	\$30,658.41

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - JAW - G 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20004-5292

US Department of Labor

Wage and Hour Division

PAYROLL

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm

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



Rev. Dec. 08

Name of Contractor MCJ CONSTRUCTION, LLC		For Week Ending 9/19/2021		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117		OMB No. 1235-0008 Expires 02/28/18																						
FEIN 14-1835610	No. of With- holdings	Work Classification	ST of	PROJECT AND LOCATION: Town of Duanesburg, Delanson VWTP 1376 Cole Road, Delanson, NY 12053							PROJECT OR CONTRACTOR NO. PRC NO. #202009005																	
Name and Individual Identifying Number				Day and Date							Gross Amount Earned			Deductions			Net Wages Paid for week											
of Worker				M	T	W	TH	F	S	S	9/13	9/14	9/15	9/16	9/17	9/18	9/19	Total	FICA	Fed WH tax	NYS tax	PTL	SDI	Other	Total	Deductions		
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT															0										0.00
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor	OT															0										0.00
Platman, Ryan D 112 Little Rock Lane Brooklyn, NY 12025	S/O	Labor	HOL															0	166.89	338.01	105.16	0.80			218.16	828.82		1,352.78
Owens, Jonathan 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	ST															0	182.93	295.38	135.99	2.93				578.23		1,813.10
Sergalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	OT															0	198.90	450.79	153.65	0.80				843.94		1,736.06
			ST															0										0.00
			ST															0										0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(e), the Copland Act5 (46 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(e)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S5502, 200 Constitution Ave NW, Washington, D.C. 20210

9/24/2021

Member/Manager _____
(Title)

ereby state:

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor) _____ on the _____

Town of Duanesburg, Delanson W8 ; that during the payroll period commencing on the

13th	day of September 2021	and ending the 19th	day of September 2021
(Building or Work)			

All persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MICJ CONSTRUCTION, LLC
(Contractor of Subcontractor)
_____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 89 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 943, 53 Stat. 108, 72 Stat. 367; 40 U.S.C. § 3145), and described below:

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

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

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below; employees, except as noted in section 4 (c) below; employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

[illegible]

Name and Title Leslie Garber/Member	SIGNATURE <i>[Signature]</i>
--	---------------------------------

I HEREBY CERTIFY THAT THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF THIS PROJECT TO A CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm



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

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copeland Anti-Kickback Law, and 40 U.S.C. 3146. Contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. The U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer has received the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits. Contractors and subcontractors who fail to comply with these requirements may be subject to civil and criminal penalties.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments on this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room 55502, 200 Constitution Ave NW, Washington, D.C. 20210.

PAYROLL

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm



Rev Dec. 08

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

[illegible][illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collected contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act (40 U.S.C. 3146) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.4(g)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer receives at least the prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits. If noncompliance has been paid not less than the proper Davis-Bacon prevailing wage rate, the contractor is not liable for the back wages and fringe benefits.

Public Budget Statement

Public Action Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any aspect of the collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S5502, 200 Constitution Ave N.W., Washington, D.C. 20210.

Wage and Hour Division

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm

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



U.S. Wage and Hour Division

Rev Dec 08

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act's (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(iv) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer has received legally required wages and fringe benefits. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room SS302, 200 Constitution Ave N.W. Washington, D.C. 20210

Town of Duanesburg Town Board

RESOLUTION NO. 146-2021

November 17, 2021

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

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

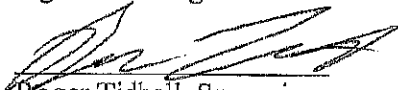
WHEREAS, the Town Board retained Delaware Engineering, D.P.C., ("Delaware") for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and


WHEREAS, Delaware has submitted for approval the attached Change Order No. 2 to Contract No. TD-1-G-20-General for the Delanson WWTP Long Term Improvements (SFR-5469-06) by letter dated November 11, 2021 to increase the Contract Costs from \$1,055,000.00 to \$1,076,896.62, an increase of \$21,896.62; and

WHEREAS, Delaware has advised that the amount is within the contingency for the Project and will not increase the overall project cost.

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Change Order No. 2 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 17, 2021.


Roger Tidball, Supervisor


Town Clerk Deputy Town Clerk

Date 11/17/21

Date: 11/17/21

Present: Council members Ganther, Potter + Wenzel, Supervisor Tidball
Absent: Council member Senecal

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

November 11, 2021

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

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

Subj: Change Order #2
Contract No. TD1-G-20 - General

Dear Supervisor Tidball:

We have reviewed the attached Change Order #2 for MCJ Construction LLC, the contractor for the subject project. The change order includes costs associated miscellaneous additional work required to successfully complete the project.

An additional concrete sidewalk is recommended to better access the new equalization tank, and provide for easier and safer access and maintenance. A concrete pad is recommended to be installed around the new valves boxes located in the existing gravel driveway, to better protect them during winter plowing operations. New grating and railing was installed over the digester tanks as part of the project, to provide safer access for operators to these components. Existing plug valves that are being accessed from this grating are original to the facility, and should be replaced with new ones with extended operators, to again provide better access and new, better operating valves. A new UV unit was installed in the existing filter building. A temporary work platform is recommended to be procured and installed to provide safer and more ready access to this equipment to Town personnel.

MCJ Construction, the general contractor, has provided a proposal to install these improvements for the cost of \$21,896.62. The revised contract total would therefore be \$1,076,896.62. There are sufficient funds in the project contingency budget to cover this cost.

We agree with the cost presented and would recommend the Town approve the change order and authorize signature by the Town Supervisor and submission to NYSEFC for confirmation and release of funds upon requests.

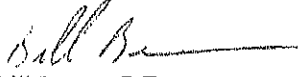
Attached for your files are the following items:

- Partially Executed Change Order #2 along with supporting documentation

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.



Bill Brown, P.E.

P:\Duanesburg (T)\SDI\Long Term Improvements\Construction\pay apps\General\CO\#2\TDI-G-20 CO2 cl 11-9-21.doc

Enclosures

CC: Town Clerk (w/enclosures)
TDI-G -20 – File (w/enclosures)

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PROJECT: **DELANSON WWTP**
(name, address) **LONG TERM IMPROVEMENTS**
TOWN OF DUANESBURG

CHANGE ORDER NUMBER: **2**

DATE: **9-Nov-21**

TO CONTRACTOR:
(name, address) **MCJ CONSTRUCTION LLC**
777 BUNKER HILL ROAD
MAYFIELD, NY 12117

ARCHITECT'S PROJECT NO: **TD1-G-21**

CONTRACT DATE: **5-Feb-21**

CONTRACT FOR: **General Construction**

The Contract is changed as follows:

Change Order No. 2 includes additional charges to install safety and maintenance improvements

CO1-G-1:

Additional charge for installation of a sidewalk to provide safer and more easily maintainable access to new equalization tank, concrete pad to protect new valve boxes from snow plowing operations, valve replacement, and work platform for new UV

Contract completion to be extended by 30 days due to delays in equipment delivery to the site

(See attached sheet for description of changes)

Not valid until signed by the Owner, Architect and Contractor.

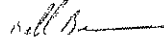
The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	999,000.00
Net change by previously authorized Change Orders.....	\$	56,000.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	1,055,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	21,896.62
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	1,076,896.62

The Contract Time will be (increased) (decreased) (unchanged) by 30 () days
The date of Substantial Completion as of the date of this Change Order therefore is 15-Dec-21

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.


Delaware Engineering, D.P.C.

ARCHITECT
55 South Main Street
Address
Oneonta, NY 13820

BY 
DATE **11/11/2021**

MCJ Construction LLC

CONTRACTOR
777 Bunker Hill Road
Address
Mayfield, NY 12117

BY 
DATE **11/9/2021**

Town of Duanesburg

OWNER
5853 Western Turnpike
Address
Duanesburg, NY 12056

BY _____
DATE _____

Town of Duanesburg Town Board

RESOLUTION NO. 47- 2021

November 17, 2021

WHEREAS, the Town of Duanesburg (the "Town") desires to renovate the existing Town Hall; and


WHEREAS, the CT Male has submitted a proposal to the Town for preliminary design services for the renovations to Town Hall; and

WHEREAS, the Town has reviewed the attached professional services agreement for the preliminary design services; and

WHEREAS, the Town has determined that this is a Type II action under State Environmental Quality Review Act ("SEQRA").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to sign the attached professional services agreement with CT Male.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 17, 2021.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Date 11/17/21

Date: 11/17/21

Present: Council members Ganther, Potter & Wenzel, Supervisor Tidball
Absent: Council member Senecal

Town Board Members:

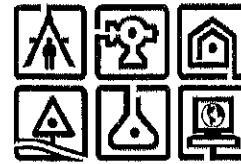
Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

* Readopting with updated correct contract on 10/19/21. 

SCHEDULE OF REPRESENTATIVE

CHARGE RATES

January - December 2021



Professional Level Classifications

Rate Per Hour

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

Technical Level Classifications

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

Support Services

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

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

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

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient:

Jim Edwards, P.E.

Authorized Representative:

Title: VP Risk Management

Date signed: 8/5/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

AIA® Document B102™ – 2017

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

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

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

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

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

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

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

Town Hall Addition
5853 Western Turnpike
Duanesburg, NY 12056

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

AIA Document B102™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1956, 1981, 1983, 1986, 1987, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:46:39 ET on 08/05/2021 under Order No. 7294961154, which expires on 09/30/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(1179206604)

TABLE OF ARTICLES

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

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

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

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

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

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

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

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

Nicholas M. Lobosco, R.A.

C.T. Male Associates

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

50 Century Hill Drive, Latham, New York 12110

email: n.lobosco@ctmale.com

phone: (518) 786-7469

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

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

Init.

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

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

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

§ 1.5.4 Workers' Compensation at statutory limits.

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

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

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

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

ARTICLE 2 OWNER'S RESPONSIBILITIES

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

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

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

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

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

Init.

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

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

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

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

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

(Paragraph deleted)

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

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

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

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

Init.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

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

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

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

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

§ 4.2 Mediation

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

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

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

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

(Check the appropriate box.)

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

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

§ 4.3 Arbitration (NOT USED)

(Paragraphs deleted)

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

Init.

ARTICLE 5 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

The Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

The Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate

(Check the appropriate box.)

☒ One year from the date of commencement of the Architect's services

☐ One year from the date of Substantial Completion

☐

(Paragraphs deleted)

Other:

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

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

Init.

ARTICLE 6 COMPENSATION

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

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

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

§ 6.2 Compensation for Reimbursable Expenses

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

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

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

(Paragraphs deleted)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

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

§ 6.3.2 Progress Payments

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

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

1.25 % per month

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

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

Init.

ARTICLE 7 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

init.

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

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

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

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

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

ARTICLE 9 SCOPE OF THE AGREEMENT

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

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

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

(Paragraphs deleted)

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

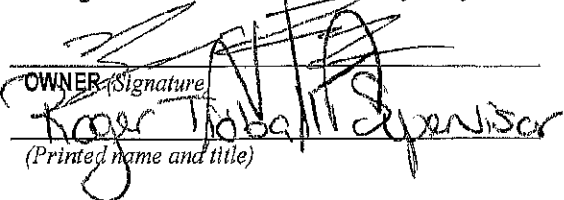
§ 9.2.2 The Architect acknowledges and agrees that the Project is to be funded through Coronavirus State and Local Fiscal Recovery Funds and is, therefore, subject to the provisions and requirements of the following documents, which are hereby incorporated herein by reference: :

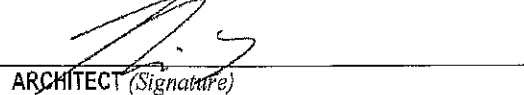
- 1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)

(Paragraphs deleted)

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

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

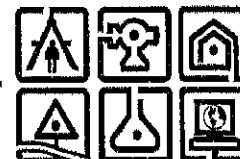
OWNER (Signature)

Roger Tobal
(Printed name and title)

ARCHITECT (Signature)

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

Init.

REIMBURSABLE EXPENSES

January - December 2021



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

C.T. MALE ASSOCIATES

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

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



June 8, 2021

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

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

Mr. Tidball:

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

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

PROJECT UNDERSTANDING

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

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

C.T. MALE ASSOCIATES

Mr. Roger Tidball, Supervisor

June 8, 2021

Page - 2

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

BASIC SCOPE OF WORK

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

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

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

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

C.T. MALE ASSOCIATES

Mr. Roger Tidball, Supervisor

June 8, 2021

Page - 3

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

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

ASSUMPTIONS AND EXCLUSIONS

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

COMPENSATION

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

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

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

C.T. MALE ASSOCIATES

Mr. Roger Tidball, Supervisor

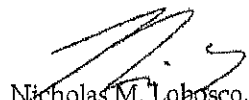
June 8, 2021

Page - 4

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

Sincerely,

C.T. MALE ASSOCIATES



Nicholas M. Lobosco, R.A.

Project Architect/ Project Manager

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

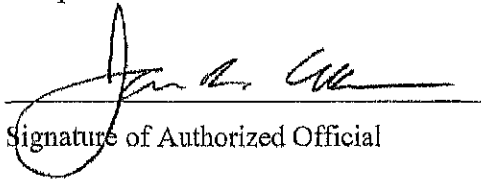
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with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

Jim Edwards, P.E., VP Risk Management

8/5/2021

Recipient

Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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

Jennifer Howe

From: lynne bruning <lynnebruning@gmail.com>
Sent: Wednesday, November 17, 2021 8:00 PM
To: Jennifer Howe
Subject: Bruning Privilege of the Floor Town Board November 17, 2021

PO Box 160
Quaker Street, NY 12141

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

Transmitted via email: jhowe@duanesburg.net

Re: Privilege of the Floor Oak Hill Solar 1, LLC and Oak Hill Solar 2 Visual Maintenance Agreement and Common Driveway Access Agreement

November 17, 2021

Dear Supervisor Tidball and the Town Board,

Please include my privilege of the floor comment with the official minutes as posted on the town website.

As of November 17, 2021 at 5:00 PM the Schenectady County Clerk's records, as found on LandEx website, do not include the Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC Visual Maintenance Agreement and supporting documents including the September 19, 2019 Special Use Permit and the October 17, 2019 Planning Board Meeting Minutes which correct Permit 3.b. for solar coverage from the erroneous 91 acres to the actual 65 acres. The town attorney did not include the Landscape Plan, Sheet 11 of 11, with the Agreement.

This Agreement provides evergreen planting and maintenance for the lifetime of the project along a portion of the Project's eastern property line for the lifetime of the Project. Failure to provide screening will allow the solar array, transformers, inverters, and possible battery energy storage equipment to be visible from the Biggs property. The Town Board approved of the Agreement June 24, 2021. I request that the Town Board require the Planning Board to uphold the Visual Agreement item #9 that the Agreement and supporting documents are filed with the County Clerk.

Additionally, a Common Driveway Access Agreement as found in the June 20, 2019 Planning Board meeting minutes are not found in the Schenectady County records. I request that the Town Board require the Planning Board to secure a Common Access Agreement. Should there be a Maintenance Agreement for the common driveway? These documents should be filed with the Schenectady County Clerk before the Planning Board takes any further action on Oak Hill Solar 1 and 2 projects.

The Oak Hill Solar 1, LLC mortgage and the Oak Hill Solar 2, LLC mortgage, both with Cit Bank, record the leases and easement but do not include the Visual Maintenance Agreement. The Visual Agreement runs with the land and with the Project.

Susan Biggs and I request that the Town Board protect the Town from any possible legal actions or financial burdens during the anticipated 40 year lifetime of the Project by requesting that the Planning Board provide proof that that Visual Maintenance Agreement is filed with the County and that a Common Driveway Agreement and a Common Driveway Maintenance Agreement are drafted, approved and filed with the County Clerk.

Thank you for your time and consideration.

Respectfully,
Lynne Bruning
Susan Biggs

enc: Two screen shots of Schenectady County LandEx November 17, 2021

Add documents to your shopping cart by clicking the "Add to cart" checkbox.

Click the "INSTRUMENT NUMBER" for more document data.

Displaying records 1 to 50 of 56
 Go to page: 1 2

MATCHING NAMES	TYPE	DATE RECORDED	MUNICIPALITY	INSTRUMENT #	PAGES	PRICE	CART
SCHENECTADY COUNTY							
OAK HILL SOLAR 2 LLC	MORTGAGE	OCT 20, 2021	DUANESEBURG	202152435	33	\$20.00	Add to cart <input type="checkbox"/>
OAK HILL SOLAR 1 LLC	MORTGAGE	OCT 20, 2021	DUANESEBURG	202152427	33	\$20.00	Add to cart <input type="checkbox"/>
OAK HILL SOLAR 2 LLC	EASEMENT	MAY 26, 2020	NO MUNICIPALITY	202014909	14	\$11.75	Add to cart <input type="checkbox"/>
OAK HILL SOLAR 2 LLC	LEASE	MAY 26, 2020	NO MUNICIPALITY	202014908	7	\$9.80	Add to cart <input type="checkbox"/>
OAK HILL SOLAR 1 LLC OAK HILL SOLAR 2 LLC	EASEMENT	MAY 26, 2020	NO MUNICIPALITY	202014904	10	\$15.80	Add to cart <input type="checkbox"/>
OAK HILL SOLAR 1 LLC	LEASE	MAY 26, 2020	NO MUNICIPALITY	202014902	7	\$0.50	Add to cart <input type="checkbox"/>
OAK HILL SCHOOL INC	DISCHARGE (MORTGAGE)	JUL 3, 2019	NO MUNICIPALITY	201923950	2	\$2.75	Add to cart <input type="checkbox"/>
OAK HILL SCHOOL	ASSIGNMENT OF RENT	JUN 10, 2019	GLENVILLE	201925930	10	\$0.75	Add to cart <input type="checkbox"/>
OAK HILL SCHOOL	MORTGAGE	JUN 10, 2019	GLENVILLE	201925928	10	\$13.25	Add to cart <input type="checkbox"/>
OAK HILL SCHOOL	BUILDING LOAN AGREEMENT	JUN 10, 2019	GLENVILLE	201925928	11	\$0.50	Add to cart <input type="checkbox"/>
OAK HILL SCHOOL	AGREEMENT (MORTGAGE)	JUL 19, 2018	NO MUNICIPALITY	201831552	5	\$9.00	Add to cart <input type="checkbox"/>

Add documents to your shopping cart by clicking the "Add to cart" checkbox.

Click the "INSTRUMENT NUMBER" for more document data.

Displaying records 1 to 50 of 77
 Go to page: 1 2

MATCHING NAMES	TYPE	DATE RECORDED	MUNICIPALITY	INSTRUMENT #	PAGES	PRICE	CART
SCHENECTADY COUNTY							
MURRAY RICHARD B	EASEMENT	MAY 26, 2020	NO MUNICIPALITY	202014908	14	\$11.75	Add to cart <input type="checkbox"/>
MURRAY RICHARD B	LEASE	MAY 26, 2020	NO MUNICIPALITY	202014908	7	\$0.80	Add to cart <input type="checkbox"/>
MURRAY RICHARD B	EASEMENT	MAY 26, 2020	NO MUNICIPALITY	202014904	10	\$15.80	Add to cart <input type="checkbox"/>
MURRAY RICHARD B	LEASE	MAY 26, 2020	NO MUNICIPALITY	202014902	7	\$0.60	Add to cart <input type="checkbox"/>
MURRAY RICHARD B	EASEMENT	MAY 22, 2020	NO MUNICIPALITY	202014888	4	\$4.25	Add to cart <input type="checkbox"/>
MURRAY RICHARD B	EASEMENT	MAY 22, 2020	NO MUNICIPALITY	202014884	4	\$4.25	Add to cart <input type="checkbox"/>
MURRAY RICHARD B MURRAY RICHARD B	DEED	DEC 26, 2019	DUANESEBURG	201956997	6	\$6.75	Add to cart <input type="checkbox"/>
MURRAY RICHARD B MURRAY RICHARD B	DEED	DEC 26, 2019	DUANESEBURG	201956996	6	\$8.75	Add to cart <input type="checkbox"/>
MURRAY RICHARD B LANDS OF	MAP	OCT 8, 2010	NO MUNICIPALITY	201043303	0		
MURRAY RICHARD L	GENERAL COURT DOCUMENTS - SECURE IMAGE	DEC 4, 2015	NO MUNICIPALITY	201554228	0		
MURRAY RICHARD L	DEED	DEC 3, 2015	SCHENECTADY	201553951	4	\$4.25	Add to cart <input type="checkbox"/>
MURRAY RICHARD L	GENERAL COURT DOCUMENTS - SECURE IMAGE	OCT 20, 2015	NO MUNICIPALITY	201549350	0		
MURRAY RICHARD L	ORDER OF REMBER	NO	NO	201517079	103	\$78.40	Add to cart <input type="checkbox"/>

Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday December 2, 2021
Special Town Board Meeting
Meeting Time: 7:00PM

Zoom Meeting called to order by Council Member Ganther at 7:03PM

Present: Supervisor Tidball, Council Members Ganther, Potter, Senecal and Wenzel

Council Member Ganther announced that this is a special meeting to open Shafer Park tomorrow night for a vigil hosted by Duanesburg Florida Baptist Church. As a matter of procedure, we needed to hold a meeting to open the park as it closes at dusk.

Resolution 149-21: Council Member Ganther motioned, seconded by Council Member Senecal to approve opening the park on the evening of December 3rd at 6pm for the purposes of holding a prayer vigil as requested by Pastor Solomon of Duanesburg Florida Baptist Church. Motion carried, 5 ayes

Council Member Ganther motioned, seconded by Council Member Wenzel to adjourn at 7:06pm.

I, Jennifer Howe, Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Special Town Board Meeting held on Thursday December 2, 2021, at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Account#	Account Description	Fee Description	Qty	Local Share	
	Building Permit Renewal	Building Permit Renewal	3	200.00	
	Marriage License Fee	Marriage License Fee	2	35.00	
	Misc. Fees	Certified Copies - Death	45	450.00	
		Certified Copies - Marriage	2	20.00	
		Photo Copies	7	1.05	
	septic repair	septic repair	1	50.00	
	subdivision minor	Subdivision	1	100.00	
			Sub-Total:	\$856.05	
2110	Variance Application	Variance Application	1	100.00	
			Sub-Total:	\$100.00	
A1255	Conservation	Conservation	11	79.04	
			Sub-Total:	\$79.04	
A2544	AFTER 30 DAYS	AFTER 30 DAYS	3	15.00	
	Dog Licensing	Female, Spayed	19	266.00	
		Male, Neutered	10	140.00	
		Male, Unneutered	4	88.00	
		Replacement Tags	2	10.00	
			Sub-Total:	\$519.00	
B2555	Building Permits	Building Permits	5	610.00	
	Special Use Permit	Special Use Permit	1	100.00	
			Sub-Total:	\$710.00	
Total Local Shares Remitted:				\$2,264.09	
Amount paid to: NYS Ag. & Markets for spay/neuter program				41.00	
Amount paid to: NYS Environmental Conservation				1,355.96	
Amount paid to: State Health Dept. For Marriage Licenses				45.00	
Total State, County & Local Revenues:		\$3,706.05	Total Non-Local Revenues:		\$1,441.96

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

Monthly Statement of the Town Supervisor

TO THE TOWN BOARD OF THE TOWN OF DUANESBURG, NEW YORK:

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month November 2021.

Revenues

Fund	Amount
General Fund	\$ 40,689.34
Highway Fund	\$ 14,524.13
Capital Projects	\$ 0.00
Fire Protection	\$ 0.00
Parks & Recreation	\$ 0.00
Parklands	\$ 0.00
Service Award	\$ 0.00
Sewer District #1	\$ 0.00
Sewer District #2	\$ 0.00
Sewer District #3	\$ 0.00
Total	<u>\$ 55,213.47</u>

Disbursements

General Fund	\$ (32,885.91)
Highway Fund	\$ 218,017.96
Capital Projects	\$ 458,405.96
Fire Protection	\$ 0.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 10,878.52
Sewer District #2	\$ 10,292.67
Sewer District #3	\$ 3,002.87
Total	<u>\$ 667,712.07</u>

Dated December 9, 2021

Supervisors Office – Town of Duanesburg

A--General Fund - 01

Town of Duaneburg
Operating Statement
As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021	Summary
	Actual	Budget	Remaining
Expenses			
1010.100 - Town Board-Personal Svcs	2,341.52	28,100.00	2,361.22
1010.200 - Town Board-Equipment	0.00	0.00	(69.99)
1010.400 - Town Board-Contractual	24.98	750.00	504.57
1110.100 - Justices-Personal Svcs	2,614.61	32,633.00	2,931.03
1110.101 - Justices-Court Clerk	2,452.50	17,500.00	(2,592.88)
1110.103 - Justices-Court Security	420.00	4,500.00	1,122.50
1110.200 - Justices-Equipment	0.00	500.00	500.00
1110.400 - Justices-Contractual	268.95	2,000.00	413.63
1220.100 - Supervisor-Personal Svcs	1,626.16	21,140.00	782.70
1220.101 - Supervisor-Personal Svcs-Clerk	2,800.00	36,400.00	3,500.00
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.38	2,813.00	234.82
1220.200 - Supervisor-Equipment	1,000.00	1,000.00	0.00
1220.400 - Supervisor-Contractual	445.98	500.00	(396.24)
1340.100 - Budget-Personal Svcs	0.00	5,000.00	2,500.00
1355.100 - Assessor-Personal Svcs	1,346.16	17,500.00	1,682.70
1355.101 - Assessor-Personal Svcs-Clerk	1,260.00	16,380.00	3,717.00
1355.106 - Assessor-Greivance Board Personal Svcs	0.00	500.00	(59.13)
1355.200 - Assessor-Equipment	1,086.38	1,000.00	(86.38)
1355.400 - Assessor-Contractual	1,300.00	2,000.00	(176.25)
1355.401 - Assessor-Assessment Support Contract	0.00	17,500.00	7,310.00
1355.406 - Assessor-Greivance Board Contractual	0.00	200.00	200.00
1380.400 - Fiscal-Fiscal Agent Fees	2,920.00	35,000.00	1,450.00
1410.100 - Town Clerk-Personal Svcs	3,500.84	45,511.00	4,376.05
1410.101 - Town Clerk-Personal Svcs-Clerk	2,674.92	34,774.00	3,343.65
1410.200 - Town Clerk-Equipment	500.00	500.00	0.00
1410.400 - Town Clerk-Contractual	2,290.69	4,500.00	162.12
1420.400 - Attorney-Contractual	3,038.00	20,000.00	(25,071.97)
1440.400 - Engineer-Contractual	4,634.83	24,344.24	(24,344.24)
1460.100 - Records Management-Personal Svcs	484.72	3,242.76	(242.76)
1460.400 - Records Management-Contractual	488.78	3,444.59	(144.59)
1620.100 - Buildings-Personal Svcs	2,144.30	18,767.66	(6,267.66)
1620.200 - Buildings-Equipment	0.00	500.00	430.10
1620.400 - Buildings-Contractual	2,432.04	30,000.00	(2,914.54)
1640.400 - Central Garage-Contractual	1,169.23	17,500.00	4,273.50
1660.400 - Central Storeroom-Contractual	253.88	2,000.00	313.14
1670.400 - Central Printing-Central Print/Mail	646.81	8,500.00	(378.50)
1680.200 - Data Processing-Equipment	1,180.96	1,500.00	319.04
1680.400 - Data Processing-Contractual	1,001.58	16,000.00	(2,874.07)
1910.400 - Unallocated Insurance	315.52	63,034.00	(13,756.44)
1920.400 - Municipal Dues	0.00	1,100.00	1,050.00
1990.400 - Contingency	0.00	10,000.00	10,000.00
2701 - Refunds of Prior Year's Expenses	(93.98)	0.00	93.98
3020.400 - Public Safety-Dispatch Svcs	0.00	43,000.00	10,750.00

A--General Fund - 01

**Town of Duanesburg
Operating Statement**
As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021			Summary
	Actual	Actual	Budget	Remaining	
3310.400 - Traffic Control-Contractual	0.00	721.80	0.00	(721.80)	0.0 %
3510.100 - Dog Control-Personal Svcs	541.74	5,959.14	6,500.00	540.86	8.3 %
3510.400 - Dog Control-Contractual	42.73	822.15	2,500.00	1,677.85	67.1 %
3650.400 - Public Safety-Demolition of Unsafe buildings	56,267.97	91,587.97	750.00	(90,837.97)	(12,111.7) %
4020.100 - Registrar of Vital Stats-Personal Svcs	925.00	925.00	925.00	0.00	0.0 %
4540.400 - Ambulance-Contractual	0.00	180,508.00	237,344.00	56,836.00	23.9 %
5010.100 - Supt of Highway-Personal Svcs	4,374.72	51,402.60	56,871.00	5,468.40	9.6 %
5010.101 - Supt of Highway-Personal Svcs-Clerk	236.72	2,724.20	3,500.00	775.80	22.2 %
5010.200 - Supt of Highway-Equipment	0.00	929.08	1,000.00	70.92	7.1 %
5010.400 - Supt of Highway-Contractual	23.31	301.06	500.00	198.94	39.8 %
6010.400 - Social Svcs-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %
6410.100 - Publicity-Web Site Personal Svcs	0.00	0.00	5,000.00	5,000.00	100.0 %
6410.400 - Publicity-Web Site Contractual	0.00	2,999.49	1,000.00	(1,999.49)	(199.9) %
6772.400 - Programs for Aging-Contractual	0.00	2,600.00	2,600.00	0.00	0.0 %
7020.100 - Recreation Admin-Personal Svcs	0.00	3,000.00	3,000.00	0.00	0.0 %
7110.100 - Parks-Personal Svcs	0.00	0.00	8,500.00	8,500.00	100.0 %
7110.200 - Parks-Equipment	0.00	11,314.58	3,500.00	(7,814.58)	(223.3) %
7110.400 - Parks-Contractual	2,752.42	19,337.77	7,500.00	(11,837.77)	(157.8) %
7310.100 - Youth Programs-Personal Svcs	0.00	7,613.00	7,200.00	(413.00)	(5.7) %
7310.400 - Youth Programs-Contractual	0.00	1,094.25	1,200.00	105.75	8.8 %
7510.100 - Historian-Personal Svcs	62.50	687.50	750.00	62.50	8.3 %
7510.400 - Historian-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %
7550.400 - Celebrations-Contractual	0.00	0.00	2,000.00	2,000.00	100.0 %
8160.498 - Refuse/Garbage-Engineering & Testing	0.00	21,720.91	18,500.00	(3,220.91)	(17.4) %
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	1,285.00	2,000.00	715.00	35.8 %
9010.800 - State Retirement	0.00	32,139.55	45,000.00	12,860.45	28.6 %
9030.800 - Social Security	2,085.88	23,871.98	27,360.00	3,488.02	12.7 %
9040.800 - Workers' Compensation	412.33	5,844.17	12,000.00	6,155.83	51.3 %
9050.800 - Unemployment Insurance	0.00	1,826.41	0.00	(1,826.41)	0.0 %
9060.800 - Health Insurance	4,625.05	61,709.16	42,723.00	(18,986.16)	(44.4) %
Total Expenses	121,155.11	1,114,113.66	1,065,858.00	(48,255.66)	(4.5) %
Revenue					
1001 - Real Property Tax	(795.74)	365,159.26	365,955.00	795.74	0.2 %
1089 - Other Tax Item	0.00	87.13	0.00	(87.13)	0.0 %
1090 - Real Property Tax Interest & Penalties	0.00	0.00	11,000.00	11,000.00	100.0 %
1120 - Non-Property Tax Distribution by County	19,659.74	176,937.66	400,000.00	223,062.34	55.8 %
1255 - Town Clerk Fees	846.00	3,261.11	1,500.00	(1,761.11)	(117.4) %
2001 - Park and Recreational Charges	0.00	0.00	1,000.00	1,000.00	100.0 %
2110 - Zoning Fees	300.00	300.00	0.00	(300.00)	0.0 %
2122 - Sewer Connection Fees	1,000.00	2,180.00	0.00	(2,180.00)	0.0 %
2401 - Interest & Earnings	0.00	325.98	500.00	174.02	34.8 %
2501 - Business and Occupational License	365.00	2,869.97	500.00	(2,369.97)	(474.0) %
2544 - Dog Licenses	695.00	7,206.00	4,000.00	(3,206.00)	(80.2) %

Town of Duaneburg
Operating Statement
As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021			Summary
	Actual	Actual	Budget	Remaining	
2610 - Fines and Forfeited Bail	12,644.00	68,165.00	77,000.00	8,835.00	11.5 %
2770 - Unclassified Revenues	0.00	8,681.17	0.00	(8,681.17)	0.0 %
3001 - State per Capita Aid	0.00	0.00	20,653.00	20,653.00	100.0 %
3005 - State Aid Mortgage Tax	0.00	122,904.84	130,000.00	7,095.16	5.5 %
3820 - State Aid Youth Programs	0.00	0.00	3,000.00	3,000.00	100.0 %
3821 - COVID-19 Economic Relief	0.00	304,306.78	0.00	(304,306.78)	0.0 %
Total Revenue	34,714.00	1,062,384.90	1,015,108.00	(47,276.90)	(4.7) %
Net Assets	(86,441.11)	(51,728.76)	(50,750.00)	978.76	(1.9) %

B-General Fund B - 02

Town of Duanesburg
Operating Statement
As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
5112.200 - Capital Improvements-Equipment	(172,614.25)	0.00	0.00	0.00	0.0 %
8010.100 - Zoning-Building Inspector	5,374.64	63,151.70	68,500.00	5,348.30	7.8 %
8010.101 - Zoning-Inspector's Clerk	1,260.00	12,663.00	16,380.00	3,717.00	22.7 %
8010.103 - Zoning-Assistant	1,260.00	14,584.50	15,315.00	730.50	4.8 %
8010.104 - Zoning-Board Personal Svcs	0.00	1,807.50	2,000.00	192.50	9.6 %
8010.105 - Zoning-Code Officer	870.00	13,597.50	19,000.00	5,402.50	28.4 %
8010.200 - Zoning-Equipment	0.00	1,679.36	500.00	(1,179.36)	(235.9) %
8010.400 - Zoning-Contractual	415.23	10,027.76	6,000.00	(4,027.76)	(67.1) %
8010.404 - Zoning-ZBA Expenses	0.00	32.88	250.00	217.12	86.8 %
8010.470 - Zoning-Broadband Extention	0.00	0.00	15,000.00	15,000.00	100.0 %
8020.103 - Planning-Assistant	1,260.00	14,611.50	15,315.00	703.50	4.6 %
8020.104 - Planning-Board Personal Svcs	63.00	2,855.75	3,000.00	144.25	4.8 %
8020.200 - Planning-Equipment	0.00	0.00	500.00	500.00	100.0 %
8020.400 - Planning-Contractual	4,952.19	5,023.32	0.00	(5,023.32)	0.0 %
8020.404 - Planning-Board Expenses	0.00	361.62	500.00	138.38	27.7 %
8020.407 - Planning-Attorney	1,440.00	9,846.00	6,000.00	(3,846.00)	(64.1) %
9010.800 - State Retirement	0.00	18,145.68	17,500.00	(645.68)	(3.7) %
9030.800 - Social Security	752.87	8,947.58	8,790.00	(157.58)	(1.8) %
9040.800 - Workers' Compensation	77.31	1,095.77	2,000.00	904.23	45.2 %
9060.800 - Health Insurance	847.99	10,400.98	20,768.00	10,367.02	49.9 %
Total Expenses	(154,041.02)	188,832.40	217,318.00	28,485.60	13.1 %
Revenue					
1081 - Other Payments in Lieu of Taxes	0.00	192,766.47	0.00	(192,766.47)	0.0 %
1120 - Non-Property Tax Distribution by County	4,240.34	38,163.06	114,718.00	76,554.94	66.7 %
1170 - Franchise Fees	0.00	35,807.13	50,000.00	14,192.87	28.4 %
2110 - Zoning Fees	0.00	600.00	500.00	(100.00)	(20.0) %
2401 - Interest & Earnings	0.00	0.00	100.00	100.00	100.0 %
2555 - Building Permits	1,735.00	19,025.00	20,000.00	975.00	4.9 %
Total Revenue	5,975.34	286,361.66	185,318.00	(101,043.66)	(54.5) %
Net Assets	160,016.36	97,529.26	(32,000.00)	(129,529.26)	404.8 %

CM--Miscellaneous Special Revenue Fund

Town of Duaneburg
Operating Statement
As of November 30, 2021

Revenue
2401 - Interest & Earnings
3089 - Other State Aid
Total Revenue

Net Assets

Year To Date 11/30/2021	
Actual	Remaining
(58.84)	58.84
8,970.00	(8,970.00)
<u>8,911.16</u>	<u>(8,911.16)</u>
<u>8,911.16</u>	<u>(8,911.16)</u>

Town of Duaneburg
Operating Statement
 As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
5130.100 - Machinery-Personal Svcs	340.72	3,866.36	7,000.00	3,133.64	44.8 %
5130.200 - Machinery-Equipment	2,500.00	3,001.50	30,000.00	26,998.50	90.0 %
5130.400 - Machinery-Contractual	1,833.21	33,217.50	30,000.00	(3,217.50)	(10.7) %
5130.430 - Machinery-Contractual Training	0.00	0.00	200.00	200.00	100.0 %
5142.100 - Snow Removal-Personal Svcs	15,783.68	226,706.28	145,000.00	(81,706.28)	(56.3) %
5142.400 - Snow Removal-Contractual	3,553.88	46,437.65	60,000.00	13,562.35	22.6 %
9010.800 - State Retirement	0.00	19,151.98	23,500.00	4,348.02	18.5 %
9030.800 - Social Security	1,251.59	17,394.91	12,500.00	(4,894.91)	(39.2) %
9040.800 - Workers' Compensation	979.28	13,879.84	17,000.00	3,120.16	18.4 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	5,161.53	62,973.76	66,411.00	3,437.24	5.2 %
Total Expenses	31,403.89	426,629.78	391,811.00	(34,818.78)	(8.9) %
Revenue					
1001 - Real Property Tax	0.00	374,354.00	374,354.00	0.00	0.0 %
2300 - Transportation Services	0.00	1,933.77	14,707.00	12,773.23	86.9 %
2401 - Interest & Earnings	0.00	250.41	250.00	(0.41)	(0.2) %
2665 - Sales of Equipment	0.00	0.00	2,500.00	2,500.00	100.0 %
Total Revenue	0.00	376,538.18	391,811.00	15,272.82	3.9 %
Net Assets	(31,403.89)	(50,091.60)	0.00	50,091.60	0.0 %

Town of Duaneburg
Operating Statement
 As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021			
	Actual	Actual	Budget	Remaining	Summary
Expenses					
5110.100 - General Repairs-Personal Svcs	235.00	2,585.00	135,000.00	132,415.00	98.1 %
5110.400 - General Repairs-Contractual	9,074.24	60,958.75	75,000.00	14,041.25	18.7 %
5112.200 - Capital Improvements-Equipment	172,614.25	195,752.20	104,613.00	(91,139.20)	(87.1) %
5130.400 - Machinery-Contractual	109.01	109.01	0.00	(109.01)	0.0 %
9010.800 - State Retirement	0.00	23,177.19	21,000.00	(2,177.19)	(10.4) %
9030.800 - Social Security	0.00	403.95	10,328.00	9,924.05	96.1 %
9040.800 - Workers' Compensation	850.43	12,053.57	17,000.00	4,946.43	29.1 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	3,731.14	45,764.23	66,411.00	20,646.77	31.1 %
Total Expenses	186,614.07	340,803.90	429,552.00	88,748.10	20.7 %
Revenue					
1120 - Non-Property Tax Distribution by County	14,524.13	130,841.47	250,000.00	119,158.53	47.7 %
2300 - Transportation Services	0.00	1,933.73	14,707.00	12,773.27	86.9 %
2401 - Interest & Earnings	0.00	28.64	500.00	471.36	94.3 %
3501 - State Aid/CHIPS	0.00	0.00	104,613.00	104,613.00	100.0 %
Total Revenue	14,524.13	132,803.84	369,820.00	237,016.16	64.1 %
Net Assets	(172,089.94)	(208,000.06)	(59,732.00)	148,268.06	(248.2) %

H--Capital Projects

Town of Duanesburg Operating Statement As of November 30, 2021

Expenses
1440.204 - Short Term Project Expense SS2 UV
8130.200 - Treatment/Disposal-Equipment
8197.200 - Sewer Capital Projects

Total Expenses

Revenue
2401 - Interest & Earnings
3990 - Sewer Capital Projects

Total Revenue

Net Assets

Month Ending 11/30/2021	Year To Date 11/30/2021	Remaining
Actual	Actual	
0.00	25,047.68	(25,047.68)
0.00	634.58	(634.58)
458,405.96	1,198,145.67	(1,198,145.67)
458,405.96	1,223,827.93	(1,223,827.93)
0.00	3.94	(3.94)
0.00	1,168,216.31	(1,168,216.31)
0.00	1,168,220.25	(1,168,220.25)
(458,405.96)	(55,607.68)	55,607.68

Revenue
2401 - Interest & Earnings
Total Revenue

Net Assets

Year To Date 11/30/2021	
Actual	Remaining
1.19	(1.19)
<u>1.19</u>	<u>(1.19)</u>
<u>1.19</u>	<u>(1.19)</u>

**Town of Duaneburg
Operating Statement**
As of November 30, 2021

Expenses
1440.204 - Short Term Project Expense SS2 UV

Total Expenses

Net Assets

Year To Date 11/30/2021	
Actual	Remaining
25,047.68	(25,047.68)
25,047.68	(25,047.68)
(25,047.68)	25,047.68

Town of Duaneburg
Operating Statement
 As of November 30, 2021

	Year To Date 11/30/2021			
	Actual	Budget	Remaining	Summary
Expenses				
3410.416 - Fire Protection-Contractual-Delanson	71,817.00	71,817.00	0.00	0.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	60,160.76	59,483.00	(677.76)	(1.1) %
3410.418 - Fire Protection-Contractual-Esperance	70,903.40	79,209.00	8,305.60	10.5 %
3410.419 - Fire Protection-Contractual-Mariaville	204,601.15	261,965.00	57,363.85	21.9 %
Total Expenses	407,482.31	472,474.00	64,991.69	13.8 %
Revenue				
1001.416 - Real Property Tax-Delanson	0.00	71,817.00	71,817.00	100.0 %
1001.417 - Real Property Tax-Burtonsville	0.00	59,483.00	59,483.00	100.0 %
1001.418 - Real Property Tax-Esperance	0.00	79,209.00	79,209.00	100.0 %
1001.419 - Real Property Tax-Mariaville	0.00	261,965.00	261,965.00	100.0 %
Total Revenue	0.00	472,474.00	472,474.00	100.0 %
Net Assets	(407,482.31)	0.00	407,482.31	0.0 %

Town of Duaneburg
Operating Statement
 As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021			Summary
	Actual	Actual	Budget	Remaining	
Expenses					
1990.400 - Contingency	0.00	0.00	10,000.00	10,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
8110.400 - Sewer Admin-Contractual	77.14	1,094.26	1,000.00	(94.26)	(9.4) %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	2,600.00	2,600.00	0.00	0.0 %
8110.461 - Sewer Admin-Insurance	44.05	44.05	5,000.00	4,955.95	99.1 %
8110.465 - Sewer Admin-Cell Phone	79.56	690.50	900.00	209.50	23.3 %
8120.200 - Sanitary Sewers-Equipment	0.00	139.99	6,000.00	5,860.01	97.7 %
8120.462 - Sanitary Sewers-Pump Station Electric	513.94	4,085.47	4,500.00	414.53	9.2 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	994.50	7,407.01	20,000.00	12,592.99	63.0 %
8130.100 - Treatment/Disposal-Plant Operator	2,000.80	23,509.26	26,010.00	2,500.74	9.6 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	15,606.00	15,606.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,506.96	17,706.50	19,591.00	1,884.50	9.6 %
8130.200 - Treatment/Disposal-Equipment	0.00	942.12	1,000.00	57.88	5.8 %
8130.400 - Treatment/Disposal-Contractual	116.72	3,794.75	3,500.00	(294.75)	(8.4) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,800.00	1,800.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	571.70	1,000.00	428.30	42.8 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,740.49	20,527.94	20,000.00	(527.94)	(2.6) %
8130.463 - Treatment/Disposal-Maintenance & Repairs	0.00	4,302.82	15,000.00	10,697.18	71.3 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	1,239.71	3,500.00	2,260.29	64.6 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	82.03	396.48	1,000.00	603.52	60.4 %
8130.466 - Treatment/Disposal-Chemicals	0.00	2,124.90	3,000.00	875.10	29.2 %
8130.467 - Treatment/Disposal-Lab Testing	263.34	3,020.92	5,000.00	1,979.08	39.6 %
8130.468 - Treatment/Disposal-Sludge Disposal	2,079.00	9,047.50	9,000.00	(47.50)	(0.5) %
9010.800 - State Retirement	0.00	4,057.46	10,000.00	5,942.54	59.4 %
9030.800 - Social Security	233.56	2,802.49	5,165.00	2,362.51	45.7 %
9040.800 - Workers' Compensation	128.85	1,826.28	6,000.00	4,173.72	69.6 %
9060.800 - Health Insurance	1,017.58	12,481.17	8,900.00	(3,581.17)	(40.2) %
9730.600 - Bond Anticipation-Principal	0.00	129,000.00	129,000.00	0.00	0.0 %
9730.700 - Interest on Bond	0.00	86.07	0.00	(86.07)	0.0 %
Total Expenses	10,878.52	253,499.35	335,497.00	81,997.65	24.4 %
Revenue					
1001 - Real Property Tax	0.00	314,397.73	314,397.00	(0.73)	(0.0) %
2401 - Interest & Earnings	0.00	86.22	100.00	13.78	13.8 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	100.0 %
Total Revenue	0.00	314,483.95	315,497.00	1,013.05	0.3 %
Net Assets	(10,878.52)	60,984.60	(20,000.00)	(80,984.60)	404.9 %

SS2--Sewer District 2 - 88

**Town of Duaneburg
Operating Statement**
As of November 30, 2021

	Month Ending 11/30/2021	Year To Date 11/30/2021	Summary
	Actual	Budget	Remaining
Expenses			
1990.400 - Contingency	0.00	5,000.00	5,000.00
8110.200 - Sewer Admin-Equipment	0.00	500.00	500.00
8110.400 - Sewer Admin-Contractual	61.34	2,000.00	1,164.79
8110.461 - Sewer Admin-Insurance	44.05	5,000.00	4,955.95
8110.465 - Sewer Admin-Cell Phone	69.85	750.00	147.77
8120.200 - Sanitary Sewers-Equipment	0.00	4,000.00	3,902.00
8120.462 - Sanitary Sewers-Pump Station Electric	900.43	8,000.00	991.29
8120.463 - Sanitary Sewers-Maintenance & Repairs	31.15	22,000.00	5,043.23
8130.100 - Treatment/Disposal-Plant Operator	1,400.56	18,207.00	1,750.52
8130.101 - Treatment/Disposal-Backup Operator	0.00	10,924.00	10,924.00
8130.103 - Treatment/Disposal-Maint Tech	1,054.88	13,713.00	1,318.14
8130.200 - Treatment/Disposal-Equipment	0.00	2,000.00	1,376.00
8130.400 - Treatment/Disposal-Contractual	81.71	0.00	(2,356.46)
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	1,200.00	1,200.00
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	425.00	425.00
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	2,000.00	1,592.41
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,248.61	25,000.00	9,753.62
8130.463 - Treatment/Disposal-Maintenance & Repairs	2,794.13	14,000.00	1,540.73
8130.464 - Treatment/Disposal-Fuel Oil	0.00	3,500.00	1,368.25
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	83.72	2,000.00	1,536.91
8130.467 - Treatment/Disposal-Lab Testing	130.50	2,000.00	(923.59)
8130.468 - Treatment/Disposal-Sludge Disposal	1,302.92	4,000.00	2,697.08
9010.800 - State Retirement	0.00	7,500.00	4,448.84
9030.800 - Social Security	163.52	4,644.00	2,682.16
9040.800 - Workers' Compensation	77.31	3,700.00	2,604.23
9060.800 - Health Insurance	847.99	6,230.00	(4,171.01)
9730.600 - Bond Anticipation-Principal	0.00	160,000.00	0.00
Total Expenses	10,292.67	328,293.00	59,471.86
Revenue			
1001 - Real Property Tax	0.00	326,793.00	0.00
2401 - Interest & Earnings	0.00	500.00	324.35
2590 - Permits - Septic	0.00	1,000.00	1,000.00
Total Revenue	0.00	328,293.00	1,324.35
Net Assets	(10,292.67)	0.00	(58,147.51)
			0.0 %

Town of Duaneburg
Operating Statement
As of November 30, 2021

	Month Ending 11/30/2021	Actual	Year To Date 11/30/2021	Budget	Remaining	Summary
Expenses						
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	80.37	617.62	1,000.00	382.38	382.38	38.2 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	598.00	598.00	598.00	100.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	2,725.00	2,725.00	2,725.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	48.48	354.30	400.00	45.70	45.70	11.4 %
8120.200 - Sanitary Sewers-Equipment	0.00	47.99	1,000.00	952.01	952.01	95.2 %
8120.462 - Sanitary Sewers-Pump Station Electric	596.00	5,793.99	3,000.00	(2,793.99)	(2,793.99)	(93.1) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	13.35	2,420.05	5,000.00	2,579.95	2,579.95	51.6 %
8130.100 - Treatment/Disposal-Plant Operator	600.20	7,052.31	7,803.00	750.69	750.69	9.6 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	4,681.00	4,681.00	4,681.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	452.08	5,311.94	5,877.00	565.06	565.06	9.6 %
8130.200 - Treatment/Disposal-Equipment	0.00	750.50	500.00	(250.50)	(250.50)	(50.1) %
8130.400 - Treatment/Disposal-Contractual	35.01	1,164.43	1,000.00	(164.43)	(164.43)	(16.4) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	250.00	250.00	250.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	166.33	500.00	333.67	333.67	66.7 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	0.00	1,892.80	5,000.00	3,107.20	3,107.20	62.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	0.00	1,182.19	5,000.00	3,817.81	3,817.81	76.4 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	340.03	1,000.00	659.97	659.97	66.0 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	17.03	183.56	500.00	316.44	316.44	63.3 %
8130.466 - Treatment/Disposal-Chemicals	0.00	634.71	1,000.00	365.29	365.29	36.5 %
8130.467 - Treatment/Disposal-Lab Testing	78.66	959.49	1,000.00	40.51	40.51	4.1 %
8130.468 - Treatment/Disposal-Sludge Disposal	621.00	2,702.50	2,000.00	(702.50)	(702.50)	(35.1) %
9010.800 - State Retirement	0.00	1,038.52	3,500.00	2,461.48	2,461.48	70.3 %
9030.800 - Social Security	70.00	840.07	1,435.00	594.93	594.93	41.5 %
9040.800 - Workers' Compensation	51.50	730.42	1,750.00	1,019.58	1,019.58	58.3 %
9060.800 - Health Insurance	339.19	4,160.35	2,670.00	(1,490.35)	(1,490.35)	(55.8) %
9730.600 - Bond Anticipation-Principal	0.00	77,610.00	77,610.00	0.00	0.00	0.0 %
Total Expenses	3,002.87	115,954.10	142,724.00	26,769.90	26,769.90	18.8 %
Revenue						
1001 - Real Property Tax	0.00	141,724.00	141,724.00	0.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	122.35	0.00	(122.35)	(122.35)	0.0 %
2590 - Permits - Septic	0.00	1,000.00	1,000.00	0.00	0.00	0.0 %
Total Revenue	0.00	142,846.35	142,724.00	(122.35)	(122.35)	(0.1) %
Net Assets	(3,002.87)	26,892.25	0.00	(26,892.25)	(26,892.25)	0.0 %

	Year To Date 11/30/2021	
	Actual	Remaining
Expenses		
3410.800 - Service Award-Employee Benefits	118,633.00	(118,633.00)
Total Expenses	118,633.00	(118,633.00)
Revenue		
2401 - Interest & Earnings	2.56	(2.56)
Total Revenue	2.56	(2.56)
Net Assets	(118,630.44)	118,630.44

Town of Duanesburg
Vouchers per Fund

Fund		Amount
General Fund		\$ 190,250.27
Highway Fund		\$ 67,649.16
Capital Projects Fund		\$ 135,497.00
Sewer District #1		\$ 8,673.73
Sewer District #2		\$ 6,456.58
Sewer District #3		\$ 2,363.59
Total		\$ 410,890.33

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

December 9, 2021

WHEREAS, the Town of Duanesburg (the “Town”) desires to renovate the existing Town Hall including an addition to the Town Hall; and

WHEREAS, the CT Male has undertaken preliminary design services for the Town pursuant to a professional services contract dated August 4, 2021 and has now submitted a proposal to the Town for design and development of bid specifications for the renovations to Town Hall; and

WHEREAS, the Town has reviewed the attached amendment no. 1 to the professional services agreement with CT Male for the design services and development of the bid package and related documents for the Town Board to consider for renovations to Town Hall; and

WHEREAS, the Town has determined that this is a Type II action under State Environmental Quality Review Act (“SEQRA”); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to sign the attached Amendment 1 to the professional services agreement with CT Male.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 9, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date:

Present:

Absent:

Town Board Members:

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

AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Town Hall Addition
5853 Western Turnpike
Duanesburg, NY 12056

AGREEMENT INFORMATION:
Date: August 5, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: December 9, 2021

OWNER: *(name and address)*
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

ARCHITECT: *(name and address)*
C.T. Male Associates, Engineering,
Surveying, Architecture, Landscape
Architecture & Geology, D.P.C.
50 Century Hill Dr., Latham NY 12110

The Owner and Architect amend the Agreement as follows:

The Scope of work is amended to add Final Design, Bid Phase and Construction Administration phase services as outlined in the attached AIA B201 Standard Form of Architect's Services: Design and Construction Contract Administration.

The Scope of Work is based on the Preliminary Design Phase Documents, dated September 23, 2021 and includes, Pre-Design Drawings (12 Sheets), Pre-Design Narrative (13 pages), and Preliminary Opinion of Probable Construction Cost, (2 pages).

Addition of ARTICLE 8 Indemnification:

§ 8.1 - The To the fullest extent permitted by applicable law, the Architect shall indemnify, and hold harmless to Owner and its Officers and Employees (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, liens, causes of action, fines, penalties, suits, judgements, settlements, costs, and expenses, including but not limited to court costs and reasonable attorneys' fees, of any nature, kind or description (collectively, "Liabilities"), arising out of or resulting from performance of the services, and provided that such claim, damage, loss, liability, lien, cause of action, fine, penalty, suit, judgment, settlement, cost, or expense is attributable to, arises out of, or results from bodily injury to, sickness, disease, or death of any employee, agent, or representative of the Architect, Architect's agents, or Architect's subcontractors of any tier, provided the indemnity in this paragraph does not apply with respect to Liabilities resulting from the sole negligence of an indemnitee.

§ 8.2 - To the fullest extent permitted by applicable law, the Architect shall indemnify, and hold harmless Indemnitees from and against any and all claims, damages, losses, liabilities, liens, causes of action, fines, penalties, suits, judgments, settlements, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, arising out of or resulting from performance of the services, other than those matters described in the paragraph above (or otherwise expressly addressed in this agreement) but only to the actual extent caused by the negligent acts, errors, or omissions of the Architect, its subcontractors of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Design Phase:	\$ 56,100.00
Bid Phase:	\$ 4,250.00
Construction Administration Phase:	\$ 22,750.00
Cost Estimate Contingency:	\$ 6,000.00
TOTAL FEE: \$ 89,100.00	

Schedule Adjustment:

No Schedule has been developed at this time.

Except as may be otherwise expressly provided for in this Amendment, the terms, provisions, covenants, stipulations, conditions, rights, obligations and remedies set forth in the AIA B102-2017 Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services (the Agreement) executed by the Owner and the Architect, are hereby ratified, accepted, agreed to, assumed by and imposed upon the parties hereto. In the event there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. The Architect acknowledges and agrees that the Project is to be funded through Coronavirus State and Local Fiscal Recovery Funds and is, therefore, subject to the provisions and requirements of the following documents, which are hereby incorporated herein by reference, and have been previously provided to the Architect:

- .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)
- .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271)"

SIGNATURES:

C.T. Male Associates

ARCHITECT (*Firm name*)

Town of Duanesburg

OWNER (*Firm name*)

SIGNATURE

Nicholas Lobosco, R.A.

PRINTED NAME AND TITLE

12/9/2021

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

AIA® Document B201™ – 2017

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Town Hall Addition
5853 Western Turnpike
Duanesburg, NY 12056

THE OWNER:

(Name, legal status and address)

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

THE ARCHITECT:

(Name, legal status and address)

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

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 5th day of August in the year 2021.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- | | |
|---|--------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | SCOPE OF ARCHITECT'S BASIC SERVICES |
| 3 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COST OF THE WORK |
| 6 | COMPENSATION |
| 7 | ATTACHMENTS AND EXHIBITS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

AIA Document B201™ – 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:38:10 ET on 11/29/2021 under Order No.2114239063 which expires on 09/30/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1783915622)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Scope of Work is based on the Preliminary Design Phase Documents, dated September 23, 2021 and include:

- Preliminary Design Drawings, dated September 23, 2021 (12 Sheets)
- Preliminary Design Narrative, dated September 23, 2021 (13 pages)
- Preliminary Opinion of Probable Construction Cost, Dated September 23, 2021 (2 pages)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to the Preliminary Design Plans and Project Narrative noted under Section §1.1.1

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

(Provide total and, if known, a line item breakdown.)

NO set budget for the Cost of the Work has been determined at this time, a preliminary Opinion of Probable Cost has been identified by the Architect as noted under Section §1.1.1

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Estimated for Winter 2022

- .2 Construction commencement date:

Estimated for Spring 2022

- .3 Substantial Completion date or dates:

Estimated for late Fall 2022

- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner's intended procurement or delivery method for the construction of the Project will be subject to Competitive Public Bidding in accordance with Section 135 of the New York State Finance Law, commonly known as "Wick's Law", which requires separate Multiple Prime Contracts for public work projects where the cost of the work exceeds \$0.5 million for this location.

The labor on the Contracts for the Construction shall be performed in all respects in accordance with the Labor Law of the State of New York and shall conform to the prevailing wage rate schedules provided by the Owner in conjunction with its responsibilities as a Contracting Agency under the General Provisions of the Labor Law covering workers on Public Work Contracts. Provisions for a Project Labor Agreement are not included herein

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Init.

The building will meet or exceed the minimum requirements of the current International Energy Conservation Construction Code, as adopted by New York State.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into the Agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

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

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

§ 1.1.8 The Owner shall retain the following consultants and contractors:

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

.1 Special Inspector:

(Paragraphs deleted)

The Owner shall be responsible for hiring the Special Inspector, in accordance with the requirements of the International Building Code, as adopted by New York State, as required by the Statement of Special Inspections prepared by the Architect/Engineer and submitted for approval to the Code Enforcement Official along with the building permit application. The Special Inspector shall be responsible for hiring all testing agencies as "Agents to the Special Inspector" and perform all required inspections/observations in accordance with the prepared Statement, keep all necessary records of the Work, furnished reports to the Code Enforcement official and Architect/Engineer, note discrepancies to the Code Enforcement Official and Architect/Engineer and prepare the Final Statement of Special Inspection for submission to the Code Enforcement Official for issuance of the Certificate of Occupancy.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:

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

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Christopher Shaver, P.E., Sr. Structural Engineer
C.T. Male Associates
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive, Latham, NY 12110
Email: c.shaver@ctmale.com
Phone: 518-786-7437

.2 Mechanical Engineer:

Charlie Stead, P.E., Mechanical Engineer
C.T. Male Associates
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

Init.

50 Century Hill Drive, Latham, NY 12110
Email: c.stead@ctmale.com
Phone: 518-786-7562

.3 Electrical Engineer:

Greg Badger, P.E., Electrical Engineer
C.T. Male Associates
Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.
50 Century Hill Drive, Latham, NY 12110
Email: g.badger@ctmale.com
Phone: 518-786-7553

§ 1.1.9.2 Consultants retained under Supplemental Services:

§ 1.1.10 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall, when appropriate adjust the terms of this Agreement accordingly. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's written approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 2.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

Init.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 Nothing in this Agreement, nor in the A201-2007 (as amended), shall make a decision of the Architect binding upon the Owner in the absence of the Owner's express written approval thereof.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's written approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's written approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's written approval.

(Paragraph deleted)

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's written approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.3.2 The Architect shall hire an outside consultant to perform a single update to the Opinion of Probable Cost submitted under Preliminary Design Phase Services.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's written approval.

Init.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's written approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

(Paragraph deleted)

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's written approval.

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under the Agreement unless the Owner and the Architect amend the Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not

Init.

have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

Init.

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to Section 3.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 Changes in the Work

§ 2.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 Project Completion

§ 2.6.6.1 The Architect shall:

- .1 conduct regular inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

Init.

- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 3.1.1.1 Programming	Completed
§ 3.1.1.2 Multiple preliminary designs	Completed
§ 3.1.1.3 Measured drawings	Not Provided
§ 3.1.1.4 Existing facilities surveys	Not Provided
§ 3.1.1.5 Site evaluation and planning	Not Provided
§ 3.1.1.6 Building Information Model management responsibilities	Not Provided
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Not Provided
§ 3.1.1.9 Landscape design	Not Provided
§ 3.1.1.10 Architectural interior design	Not Provided
§ 3.1.1.11 Value analysis	Not Provided
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Not Provided
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Not Provided
§ 3.1.1.15 As-designed record drawings	Not Provided
§ 3.1.1.16 As-constructed record drawings	Not Provided

Init.

§ 3.1.1.17	Post occupancy evaluation	Not Provided
§ 3.1.1.18	Facility support services	Not Provided
§ 3.1.1.19	Tenant-related services	Not Provided
§ 3.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 3.1.1.21	Telecommunications/data design	Not Provided
§ 3.1.1.22	Security evaluation and planning	Not Provided
§ 3.1.1.23	Commissioning	Not Provided
§ 3.1.1.24	Sustainable Project Services pursuant to Section 3.1.3	Not Provided
§ 3.1.1.25	Fast-track design services	Not Provided
§ 3.1.1.26	Multiple bid packages	Not Provided
§ 3.1.1.27	Historic preservation	Not Provided
§ 3.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 3.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 3.1.1.30	Other Supplemental Services	New Well - By Owner

The Owner may request other Additional Services of the Architect. Additional Services shall be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to previously noted Preliminary Design Phase documents submitted to the Owner under Section § 1.1.1

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

It shall be the responsibility of the Owner to provide services necessary for the planning and installation of a new well prior to commencement of Construction.

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

§ 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 3.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 3.2.5 If the services covered by the Agreement have not been completed within fifteen (15) months of the date of the Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

Init.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 To the extent necessary to complete the Project, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The survey property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 To the extent necessary to complete the Project, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 4.5.1 The Owner in conjunction with its responsibilities as a Contracting Agency under the General Provisions of the Labor Law covering workers on Public Work Contracts, shall be responsible for obtaining the Prevailing Rate Schedules, furnishing information to the Bureau regarding each Contractor, receiving and maintaining transcripts of original payrolls every thirty (30) days, and notifying the Bureau of the completion or cancellation of the Project.

§ 4.5.2 All legal notices regarding the Advertisement for Bid shall be issued by the Owner, who shall directly receive all sealed Bids for the Project.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement.

§ 4.8 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 4.9 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in the Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.10 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

Init.

and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall promptly notify and make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

Design, Bid and Construction Administration Phase Services shall be compensated as follow:
Lump sum not to exceed amount of **Eighty-Nine Thousand One Hundred Dollars (\$89,100.00)**,
broken down by task as follows:

Init.

Design Phase:	\$ 56,100.00
Bid Phase:	\$ 4,250.00
Construction Administration Phase:	\$ 22,750.00
Cost Estimate Contingency:	\$ 6,000.00

(Paragraphs deleted)

TOTAL FEE: \$ 89,100.00

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly in accordance with Architect's Schedule of Representative Charge Rates in effect at time of service as amended only by written instrument signed by both Owner and Architect

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Hourly in accordance with Architect's Schedule of Representative Charge Rates in effect at time of service as amended only by written instrument signed by both Owner and Architect

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to the attached Architect's Schedule of Representative Charge Rates.

(Table deleted)

§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION

If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of the Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including any exhibits relied on in Section 3.1.)

- Preliminary Design Drawings, dated September 23, 2021 (12 Sheets)
- Preliminary Design Narrative, dated September 23, 2021 (13 pages)
- Preliminary Opinion of Probable Construction Cost, Dated September 23, 2021 (2 pages)

Init.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2021

December 9, 2021

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

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

WHEREAS, the Town Board retained Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

WHEREAS, Delaware has submitted an invoice, dated December 2, 2021, for Town Board review in the amount of **\$5,969.71** for professional services rendered through November 28, 2021 (“Professional Services Invoice No. 21”); and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 21 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Delaware in the amount of **\$5,969.71**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 9, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

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



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432



ORIGINAL

December 3, 2021

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

Re: Delanson WWTP (SD#1 & SD#3)
Long Term Improvements Project - Professional Services Invoice #21

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$5,969.71 for services related to the above referenced project.

Services provided during November 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment and change order requests
- Coordinate startup of equipment with Town and contractors
- Onsite construction inspection
- Coordinate NYSEFC document collection

Services anticipated to be provided during December 2021 include:

- Continued communications with Town and regulatory agencies
- Review contractor's payment and change order requests
- Travel to site to review project status with Town and contractors
- Coordinate startup of all remaining equipment with Town and contractors, place new improvements into service ahead of consent order deadline

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)

12-2021 Duanesburg (T) Delanson WWTP Long Term Improvements CL 21



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

ORIGINAL

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

Invoice number 19-1712-21
Date 12/02/2021

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

For Services Rendered Through November 28, 2021

3 Construction Management/Admin

William J. Brown

Hours	Rate	Billed Amount
14.00	155.00	2,170.00

4 Construction Inspection

Michael Primmer

Hours	Rate	Billed Amount
17.75	135.00	2,928.75

REIMBURSABLES

Michael Primmer

Mileage - Oneonta 2021

Units	Rate	Billed Amount
216.00	0.56	120.96

Phase subtotal 3,049.71

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

Deroo Consulting

Units	Rate	Billed Amount
		750.00

Invoice total 5,969.71

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 607-482-0432

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

**ORIGINAL**

PROJECT ID

19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 21

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ -	\$ 54,532.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
SUBTOTAL - TASK 1	\$ -	\$ 98,999.69	\$ 98,999.69	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL - TASK 2	\$ -	\$ 7,496.25	\$ 7,496.25	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ 2,170.00	\$ 43,121.25	\$ 45,291.25	
Reimbursable Expenses	\$ -	\$ 638.40	\$ 638.40	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 1,867.50	\$ 1,867.50	
SUBTOTAL - TASK 3	\$ 2,170.00	\$ 45,627.15	\$ 47,797.15	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ 2,928.75	\$ 58,832.50	\$ 61,761.25	
Reimbursable Expenses	\$ 120.96	\$ 2,406.88	\$ 2,527.84	
SUBTOTAL - TASK 4	\$ 3,049.71	\$ 61,239.38	\$ 64,289.09	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
SUBTOTAL - TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

821-1816

DELAWARE ENGINEERING, D.P.C.

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

CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
-----------------	------------------	-----------------	--------

ORIGINAL**6. Task 6 - NYSEFC Contract Coordination**

Labor	\$ -	\$ 4,998.75	\$ 4,998.75	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ 750.00	\$ 7,301.43	\$ 8,051.43	\$ 10,000.00

SUBTOTAL - TASK 6

\$ 750.00	\$ 12,300.18	\$ 13,050.18	\$ 15,000.00
-----------	--------------	--------------	--------------

7. Task 7 - Preliminary Engineering

Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	

SUBTOTAL - TASK 7

\$ -	\$ 70,894.70	\$ 70,894.70	\$ 70,894.70
------	--------------	--------------	--------------

TOTAL

\$ 5,969.71	\$ 296,557.35	\$ 302,527.06	\$ 320,894.70
-------------	---------------	---------------	---------------

AMOUNT DUE FOR CURRENT SERVICES

\$ 5,969.71

AMOUNT PAST DUE

\$ 9,759.20	Invoice #19, 10/18/2021 and
	Invoice #20, 11/11/2021

TOTAL NOW DUE

\$ 15,728.91

BUDGET BALANCE

\$ 18,367.64

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

821-186

Deroo Consulting

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

**ORIGINAL INVOICE**

INVOICE NO: 64
 DATE: November 30, 2021

19-1712 #6A

Delaware Engineering, DPC

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

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		\$750.00
Total Hours: 10 hours In November 2021	\$75 per hour	\$ 750.00
<ul style="list-style-type: none"> MWBE Monthly reports: compilation and submission MWBE compliance Follow up on Document Collection questions from EFC 		
		\$ 0.00
Mileage (round trip):	\$0.56 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00

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

THANK YOU FOR YOUR BUSINESS