

*William Wenzel*, Town Supervisor  
*Dale Warner*, Deputy Supervisor  
*Jennifer Howe*, Town Clerk  
*Carol Sowycz*, Deputy Town Clerk



*Michael Santulli*, Council Member  
*Dianne Grant*, Council Member  
*Andrew Lucks*, Council Member

**Thursday February 8, 2024**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

**Meeting called to order by Supervisor Wenzel at 7:00PM**

**Present:** Supervisor Wenzel, Council Members Lucks, Grant and Santulli, Town Clerk Howe and Town Attorney Teresa Bakner.

**Absent:**

**Call to Order**

**Pledge of Allegiance**

**Prayer/Moment of Reflection**

**Public Hearing: The Town will establish a new date for the Board of Assessment Review ("BAR") hearings to commence (other than the fourth Tuesday of May). The BAR meets to hear complaints on an established date commonly referred to as "Grievance Day." The Grievance Day in the Town will be the fourth Wednesday in May; however, if the fourth Wednesday of May shall occur before the fourth Tuesday of May then the first meeting of the BAR shall be the fifth Wednesday in May.**

Council Member Lucks motioned, seconded by Council Member Santulli to open the floor for comments.

Motion carried, 4 ayes

Supervisor Wenzel stated this is necessary for no other reason that this is a leap year.

No one wished to comment.

Council Member Lucks motioned, seconded by Council Member Grant to close the floor for comments.

Motion carried, 4 ayes

**Resolution 34-24:** Council Member Lucks motioned, seconded by Council Member Grant to approve the January 25, 2024, Town Board Meeting minutes.

Motioned carried. 3 ayes. Council Member Santulli abstained.

**Town Clerk Howe read the Town Clerk's Report for January 2024 (Please see attached).**

**Resolution 35-24:** Council Member Lucks motioned, seconded by Council Member Grant to pay the attached Payment of Claims. (Please see attached).

Motion carried. 4 ayes.

**Highway:** Supervisor Wenzel reported that it has been quiet with no storms.

**Public Safety:** Council Member Grant reported that the fish dinners at DAC will most likely be drive thru.

**Parks:** Supervisor Wenzel reported that they are starting to plan for the summer park program. Still talking about the skating rink with the upcoming colder weather.

**Sewer District #1, 2 &3:** Council Member Lucks reported that when the village was looking for the water main break, they hit a sewer line.

**Technology:** Nothing to report.

**Business Meeting:**

**Resolution 36-24:** Council Member Lucks motioned, seconded by Council Member Santulli to accept the resignation of James Mugits as Council Member.

Motion carried, 4 ayes.

James Mugits gave a statement on the circumstances in his personal life that are forcing him to resign. He didn't intend for this to happen and feels bad.

**Resolution 37-24:** Council Member Lucks motioned, seconded by Council Member Santulli to approve, and authorize the Town Supervisor to sign the Public Benefit Services Agreement.

Motion carried, 4 ayes.

**Resolution 38-24:** Council Member Santulli motioned, seconded by Council Member Lucks to approve O'Connell and Aronowitz, P.C. as an approved vendor and authorize the Town Supervisor to sign the engagement letter.

Motion carried, 4 ayes.

**Resolution 39-24:** Council Member Grant motioned, seconded by Council Member Santulli to approve Local Law No. 1 of 2024 establishing a new date for the Board of Assessment Review.

Motion carried, 4 ayes.

**Resolution 40-24:** Council Member Lucks motioned, seconded by Council Member Grant to authorize to seek competitive bids for improvements to the Town Hall.

Motion carried, 3 ayes. Supervisor Wenzel abstained.

**Resolution 41-24:** Council Member Santulli motioned, seconded by Council Member Lucks to reappoint Jonathan Lack as a Zoning Board Member.

Motion carried, 4 ayes.

**Resolution 42-24:** Council Member Grant motioned, seconded by Council Member Lucks to reappoint Link Pettite as a Zoning Board Member.

Motion carried, 4 ayes.

**Privilege of the Floor:**

No one wished to speak.

Motion to adjourn by Council Member Lucks, Seconded by Council Member Santulli.

Motion carried, 4 ayes

I, Jennifer Howe, Town Clerk of the Town of Duanesburg, hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday February 8, 2024.

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

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PLEASE TAKE NOTICE, that the Town Board of the Town of Duaneburg, New York, will meet at the Town Offices of Duaneburg located at 5853 Western Turnpike, on **Thursday, February 8, 2024 at 9:00 a.m.** for the purpose of hearing all persons interested in the matter of:

The Town will establish a new date for the Board of Assessment Review (“BAR”) hearings to commence (other than the fourth Tuesday of May). The BAR meets to hear complaints on an established date commonly referred to as “Grievance Day.” The Grievance Day in the Town will be the fourth Wednesday in May; however, if the fourth Wednesday of May shall occur before the fourth Tuesday of May then the first meeting of the BAR shall be the fifth Wednesday in May.

BY ORDER OF THE TOWN BOARD  
TOWN OF DUANESBURG

Dated: January 25, 2024

**TOWN OF DUANESBURG  
CASH REQUIREMENTS PER FUND  
2/8/2024**

<b>Fund</b>		<b>Amount</b>
General Fund		\$ 36,533.10
Highway Fund		\$ 29,903.38
Sewer District #1		\$ 6,113.19
Sewer District #2		\$ 12,504.29
Sewer District #3		\$ 1,672.99
<b>Total Vouchers to be Paid</b>	<b>Total</b>	<b>\$ 86,726.95</b>

Town of Duanesburg Town Board

RESOLUTION NO. 36-2024

February 8, 2024


Moved by Grant; Seconded by Lucks;

WHEREAS, the Town of Duanesburg Town Board member, James Mugits, has resigned his position as Town Board member by a letter addressed to the Town Clerk dated February 6, 2024, as required by the Public Officer's Law section 31 and the NY Town Law section 26, effective immediately;

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Duanesburg accepts James Mugits' resignation from the Town of Duanesburg Town Board.

  
William Wenzel, Supervisor

Date February 8, 2024  
Present: ALL  
Absent:

  
Town Clerk/Deputy Town Clerk

Date February 8, 2024

Town Board Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
Dianne Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION <sup>24</sup> 24**

**February 8, 2024**

**WHEREAS**, the Schenectady County Legislature has determined to provide support for broadband expansion to unserved and underserved areas of the Town of Duanesburg; and

**WHEREAS**, the high cost of installation of cabling in certain rural areas of the Town has left residents without access to broadband services; and

**WHEREAS**, the Schenectady County Legislature has determined to provide the Town of Duanesburg with funds not to exceed \$200,000 to make the necessary infrastructure improvements for the installation of cabling (the "Funds"); and

**WHEREAS**, the Town of Duanesburg Town Board (the "Town Board") and the County of Schenectady desire to cooperate and collaborate with implementation of the Town's expansion of broadband services through a Public Services Benefit Agreement; and

**WHEREAS**, the Town Board finds that providing broadband in rural unserved or underserved areas is a proper public purpose because:

- i. access to internet services provides greater ability for the town and county to communicate with residents via public notices and services; and
- ii. access to internet services provides a proper public health and safety purpose for weather alerts, emergency management and disaster preparedness, information on medical and personal safety; and
- iii. access to internet services provides business, education, and vocational training opportunities for rural residents otherwise not available; and
- iv. access to internet services provides a recreational outlet for town residents; and

**WHEREAS**, entering, and implementing the work under, the Public Benefit Services Agreement is subject to the State Environmental Quality Review Act ("SEQRA") and is classified as an Unlisted action; and

**WHEREAS**, the Town Board declares itself lead agency for the SEQRA review of this unlisted action and has opted to conduct an uncoordinated review of this Unlisted action; and

**WHEREAS**, after reviewing and completing Parts 1 and 2 of the Short Environmental Assessment Form ("SEAF"), reviewing the criteria for determining significance set forth in the SEQRA regulations, and analyzing the areas of environmental concern, the Town Board has determined that the proposed action will not create any significant adverse environmental impacts.



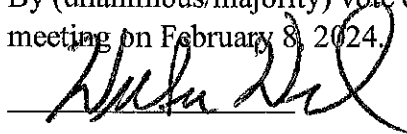
**NOW THEREFORE BE IT RESOLVED**, based on the information contained in the SEAF and as set forth in the attached SEQRA negative declaration, dated February 8, 2024, the Town Board hereby declares itself SEQRA lead agency for this unlisted action and finds and determines that the proposed action will not have a significant adverse environmental impact within the meaning of SEQRA and adopts the attached Negative Declaration; and

**BE IT FURTHER RESOLVED**, the Town Board directs the Town Clerk to file the attached Negative Declaration as required under the SEQRA regulations; and

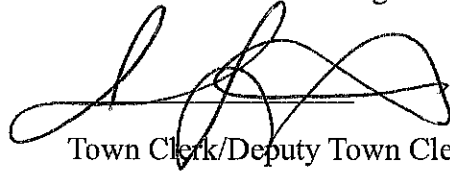
**BE IT FURTHER RESOLVED**, that the Town Board approves and authorizes the Town Supervisor to execute the Public Benefit Services Agreement; and

**BE IT FURTHER RESOLVED**, that the Town shall take all actions reasonable and necessary to establish a separate financial account for the Funds to be deposited to and expended from.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 8, 2024.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: ALL

Absent:

Town Board Members:

William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain
Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain

Town of Duanesburg Town Board  
State Environmental Quality Review  
**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Date: February 8, 2024

This notice is issued pursuant to the State Environmental Quality Review Act, Article 8 of the NYS Environmental Conservation Law and its implementing regulations at Title 6, Part 617 of the New York State Code of Rules and Regulations (collectively referred to as "SEQRA").

The Town of Duanesburg Town Board has determined that the proposed action described below will not have a significant adverse environmental impact and a draft Environmental Impact Statement will not be prepared.

**Name of Action:** County Public Benefit Services Agreement for Broadband Expansion

**SEQR Status:** Unlisted Action

**Description of Action:**

The Town of Duanesburg (the "Town") is considering entering a Public Benefit Services Agreement with Schenectady County to receive a grant of \$200,000 awarded to the Town of Duanesburg from the County for the purpose of expanding broadband services to unserved or under-served areas within the Town.

**Location:** Town of Duanesburg, New York

**Reasons Supporting This Determination:**

The Town Board has carefully considered whether the Project would create a potentially significant adverse impact on the environment. The Town Board has given due consideration to the subject action as defined in 6 NYCRR 617.2(b)(1) and 617.3(g). The Town Board has completed Parts 1, 2 and 3 of the short Environmental Assessment Form, and has concluded that environmental effects of the proposed action will not exceed any of the criteria for determining significance found in 6 NYCRR 617.7(c).

The proposed action may involve the installation of underground cable in public rights of way by the Town Highway Department or a contractor. Any such installation would be a Type II action, would be undertaken with appropriate soil and erosion control, and would be a temporary impact with existing vegetation rapidly growing back over the installed cable. The proposed action may also involve installation of cable on existing poles. Any such installation would also be a Type II action. Due to the minor and temporary scope of the potential work installing cables underground or on poles, other impacts and disturbances, if any, are anticipated to be minor and temporary.

For the foregoing reasons, a SEQRA Negative Declaration is appropriate and an environmental impact statement will not be prepared.

**For Further Information:**

Contact Person: William Wenzel, Town Supervisor  
Town of Duanesburg Town Board  
Address: 5853 Western Turnpike  
Duanesburg, New York 12056  
Telephone: 518-895-8920

## Short Environmental Assessment Form

### Part 1 - Project Information

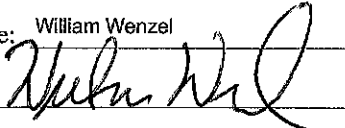
#### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: County Public Benefit Services Agreement for Broadband Expansion			
Project Location (describe, and attach a location map): Town of Duanesburg			
Brief Description of Proposed Action: The proposed action involves entering an agreement with Schenectady County to accept funds from the County awarded to the Town of Duanesburg for the purpose of expanding broadband services to unserved and under-served areas within the Town. The proposed action may involve the installation of underground cable in public rights of way by the Town Highway Department or a contractor. Any such installation would be a Type II action, would be undertaken with appropriate soil and erosion control, and would be a temporary impact with existing vegetation rapidly growing back over the installed cable. The proposed action may also involve installation of cable on existing poles. Any such installation would also be a Type II action. Due to the minor and temporary scope of the potential work installing cables underground or on poles, any other impacts and disturbances are anticipated to be minor and temporary.			
Name of Applicant or Sponsor: Town of Duanesburg Town Board		Telephone: 518-895-8920 E-Mail: <a href="mailto:wwenzel@duanesburg.net">wwenzel@duanesburg.net</a>	
Address: 5853 Western Turnpike			
City/PO: Duanesburg		State: New York	Zip Code: 12056
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Schenectady County has awarded the Town \$100,000 to fund the project.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ N/A acres	
b. Total acreage to be physically disturbed?		_____ N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ N/A acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A	
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?			
			NO	YES
			<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? N/A If Yes, identify: _____			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Are public transportation services available at or near the site of the proposed action? N/A	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? N/A	<input type="checkbox"/>	<input type="checkbox"/>		
	9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: N/A			
			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? N/A			NO	YES
			<input type="checkbox"/>	<input type="checkbox"/>
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?			<input type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES		
	<input type="checkbox"/>	<input type="checkbox"/>		
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? N/A	<input type="checkbox"/>	<input type="checkbox"/>		
	If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ N/A			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline	<input type="checkbox"/> Forest	<input type="checkbox"/> Agricultural/grasslands
<input type="checkbox"/> Wetland	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban
		N/A
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	N/A	NO YES <input type="checkbox"/> <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	N/A	NO YES <input type="checkbox"/> <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	N/A	NO YES <input type="checkbox"/> <input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	N/A	<input type="checkbox"/> <input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	N/A	<input type="checkbox"/> <input type="checkbox"/>
_____		
_____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:		NO YES <input checked="" type="checkbox"/> <input type="checkbox"/>
_____		
_____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	N/A	NO YES <input type="checkbox"/> <input type="checkbox"/>
_____		
_____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	N/A	NO YES <input type="checkbox"/> <input type="checkbox"/>
_____		
_____		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: William Wenzel		Date: 02/06/2024
Signature: 		Title: Town Supervisor

Project:

Date:

***Short Environmental Assessment Form***  
***Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

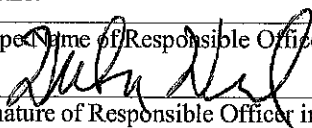
	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project:	
Date:	

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

See attached.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Town of Duanesburg Town Board	02/06/2024
Name of Lead Agency	Date
William Wenzel	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**





FRANK S. SALAMONE  
EXECUTIVE FIRST DEPUTY COUNTY ATTORNEY

SAMANTHA MILLER-HERRERA  
FIRST DEPUTY COUNTY ATTORNEY

SARAH H. PETRACCIONE  
FIRST DEPUTY COUNTY ATTORNEY

GILAH R. MOSES  
SR. DEPUTY COUNTY ATTORNEY

**CHRISTOPHER H. GARDNER  
COUNTY ATTORNEY**

COUNTY OF SCHENECTADY  
**OFFICE OF THE COUNTY ATTORNEY**  
COUNTY OFFICE BUILDING  
626 STATE STREET  
SCHENECTADY, NEW YORK 12305-2114  
(518) 388-4700  
Fax No. (518) 388-4493

January 19, 2024

JENNIFER M. BARNES  
FIRST DEPUTY COUNTY ATTORNEY

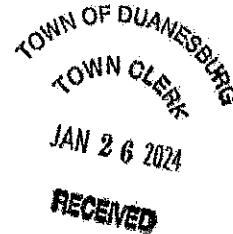
NADIA C. VISCUSI-STANNERS  
DEPUTY COUNTY ATTORNEY

CHRISTINE D. Mc GLELLAN  
DEPUTY COUNTY ATTORNEY

CAMILLE J. BIANO ENDERS  
DEPUTY COUNTY ATTORNEY

DYLAN J. REILLY  
DEPUTY COUNTY ATTORNEY

BETHANY M. DIXON  
DEPUTY COUNTY ATTORNEY



Hon. William Wenzel, Supervisor  
Duaneburg Town Hall  
5853 Western Turnpike  
Duaneburg, NY 12056

*Re: Schenectady County w/ Town of Duaneburg  
Public Benefit Services Agreement  
Broadband Infrastructure*

Dear Supervisor Wenzel:

Enclosed please find an original and copy of a proposed Public Benefit Services Agreement with regard to the above. If they meet with your approval, please execute both agreements before a notary public and return them to this office. A fully executed copy will be forwarded to you once all signatures have been obtained.

Thank you for your attention to this matter.

Respectfully yours,

CHRISTOPHER H. GARDNER  
County Attorney

CHG/pmp  
Enclosures

## **PUBLIC BENEFIT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County", and the TOWN OF DUANESBURG, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at Town Hall, 5853 Western Turnpike, Duaneburg, New York 12056, hereinafter called the "Contractor",

### **WITNESSETH:**

WHEREAS, the Schenectady County Legislature, pursuant to law, can contract for certain public benefit services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

#### **ARTICLE 1. TERM OF CONTRACT**

The services of the Contractor shall commence upon execution of this Agreement and shall terminate on December 31, 2024.

#### **ARTICLE 2. CONTRACT SUM**

The County shall pay to the Contractor and the Contractor agrees to accept as full payment for the professional services furnished under this Agreement, an amount of money not to exceed the total aggregate sum of Two Hundred Thousand (\$200,000.00) Dollars which shall be paid in accordance with the schedule of payments attached and made part hereof as Exhibit "A", upon the rendering of a verified account of disbursements and verified vouchers.

#### **ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED**

The Contractor shall well and completely furnish and perform all of the work in accordance with the schedule of services attached and made part hereof as Exhibit "B" and as outlined in Resolution 218-23 duly adopted by the Schenectady County Legislature on December 18, 2023 (copy attached).

ARTICLE 4. GENERAL LEGAL RESPONSIBILITY

The Contractor shall comply with all existing and future federal, state, and municipal laws, ordinances, and regulations, including specified discrimination and labor clauses.

ARTICLE 5. CONFLICT OF INTEREST

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

ARTICLE 6. SURETY AND INSURANCE

The Contractor will carry public liability and worker's compensation insurance and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Contractor, its agents, or employees, in the execution of their work under the terms of this Agreement, including claims relating to labor and material furnished.

ARTICLE 7. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

ARTICLE 8. CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the County and Contractor.

ARTICLE 9. TERMINATION

It is mutually agreed that the County and the Contractor each reserve the right to terminate this Agreement upon thirty (30) days notice, in writing, to the other party.

ARTICLE 10. AMENDMENT

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein and if, through mistake or otherwise, such provision is not inserted, then, upon the application of either party, this contract shall be amended forthwith to make such insertion.

ARTICLE 11. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefits of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHENECTADY, NEW YORK

By: \_\_\_\_\_  
Rory Fluman  
County Manager

TOWN OF DUANESBURG, NEW YORK

By: \_\_\_\_\_  
William Wenzel  
Town Supervisor

APPROVED as to form and content this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Christopher H. Gardner  
County Attorney

**STATE OF NEW YORK**  
**COUNTY OF SCHENECTADY**      **ss.:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, appeared RORY FLUMAN, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public-State of New York

**STATE OF NEW YORK**  
**COUNTY OF SCHENECTADY**      **ss.:**

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, appeared WILLIAM WENZEL , individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public-State of New York

The sum of Two Hundred Thousand and no/100 (\$200,000.00) Dollars shall be paid pursuant to the voucher submitted to the Schenectady County Commissioner of Finance.

EXHIBIT "A"

Broadband Infrastructure

EXHIBIT "B"



## **Schenectady County Legislature**

### **RESOLUTION 218-23**

*Sponsored by the Committee on Rules:*

#### **A RESOLUTION AUTHORIZING VARIOUS PUBLIC BENEFIT SERVICE AGREEMENTS IN 2024**

**BE IT ENACTED** by the County of Schenectady as follows:

**WHEREAS**, this County Legislature has appropriated sums to various organizations as provided by the County Law of the State of New York, for public benefit services; and

**WHEREAS**, the aforesaid provision of the County Law provides that this Legislature shall, by resolution, name the organization, the nature of service, the amount and manner of payment for the service to be rendered and such other conditions as may be appropriate; therefore, be it

**RESOLVED**, that in calendar year 2024 the following public benefit service agreements be and they hereby are authorized in the amounts as appropriated.



<u>Name of Organization</u>	<u>Service</u>	<u>Amount Appropriated</u>
The Center for Community Justice	Mediation, Restitution Ex-offender, Job Outreach Bail, Coordination, and Diversion Service	\$ 65,000.00
Schenectady County Conservation (Soil & Water District)	Conservation Services	\$ 192,000.00
Cooperative Extension Association of Schenectady County	Extended Educational Programs	\$ 200,000.00
Proctors Art Center & Theatre, Inc.	Promotion of Arts	\$ 200,000.00
Schenectady County Tourism and Convention Bureau, Inc.	Promotion of Tourism	\$ 550,000.00
Film Schenectady <i>*A Division of Schenectady County Tourism and Convention Bureau, Inc.</i>	Promotion of Arts	\$ 60,000.00
Town of Princetown	Radio Tower/Land	\$ 100,000.00
Town of Duanesburg	Broadband Infrastructure	\$ 200,000.00
Rotterdam Boys & Girls Club	Pool Project	\$ 400,000.00
Rotterdam Senior Center	Facility Improvements	\$ 200,000.00

;and, be it further

**RESOLVED**, that payment under each agreement shall be made in annual or equal monthly installments or quarterly installments, as determined by the Commissioner of Finance, to the duly constituted and properly bonded disbursing officer of each organization upon submission of verified account of disbursements as required by law; and, be it further

**RESOLVED**, that no county money shall be paid until memorandum receipts and/or public benefit service contracts, as may be required by the County of Schenectady, signed by the principal officer and disbursing officer of each organization agreeing to abide by the terms of this Resolution shall be delivered to the County Commissioner of Finance.

12/18/2023: *Reported from the Committee on Rules (R129)*  
12/18/2023: *Adopted by the County Legislature*

Ayes: 13.0030 (Cuomo, Fields, Gatta, Hess, Hughes, Jasenski, McGill, Ostrellich, Pratt, Patierne, Ruzzo, Samuel, Vellano)  
Nays: 0.0000  
Absent: 0.9985 (Constantine)  
Abstain: 0.0000  
Excused: 0.9985 (Frisoni)

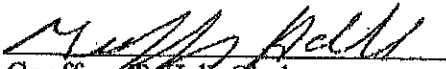
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**Resolution 218-23**

**STATE OF NEW YORK }  
County Legislature }  
County of Schenectady }**

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held December 18, 2023 on file in this office, and I do **HEREBY CERTIFY** the same to be a correct transcript there from in the whole of the original.

**WITNESS** my hand and the seal of the Schenectady County Legislature at the City of Schenectady this 19<sup>th</sup> day of December, Two Thousand Twenty-Three.

  
Geoffrey P. Hall, Clerk,  
Schenectady County Legislature

## PUBLIC BENEFIT SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this 23 day of May, 2019, by and between the **COUNTY OF SCHENECTADY, NEW YORK**, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County", and the **TOWN OF DUANESBURG, NEW YORK**, a municipal corporation of the State of New York, having its principal offices located at Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056, hereinafter called the "Town",

### WITNESSETH:

**WHEREAS**, the Schenectady County Legislature, pursuant to law, can contract for certain public benefit services; and

**WHEREAS**, it is the intent of the Schenectady County Legislature to provide support for broadband expansion to unserved and underserved areas of the Town of Duanesburg; and

**WHEREAS**, the high cost of installation of cabling in certain rural areas of the Town has left residents without access to broadband services; and

**WHEREAS**, the Schenectady County Legislature has determined to provide the Town of Duanesburg with funds not to exceed One Hundred Thousand and no/100 (\$100,000.00) Dollars to make the necessary infrastructure improvements for the installation of cabling; and

**WHEREAS**, the Town of Duanesburg and the County of Schenectady desire to cooperate and collaborate with implementation of the Town's Expansion of Broadband Services Plan;

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

### ARTICLE 1. TERM OF CONTRACT

This Agreement shall commence upon execution of this Agreement and shall terminate on December 31, 2020, with the option for a one (1) year renewal upon written request from the Town.

### ARTICLE 2. CONTRACT OBLIGATIONS OF COUNTY

The County of Schenectady shall provide the funds, not to exceed One Hundred Thousand and no/100 (\$100,000.00) Dollars, to the Town of Duanesburg to support the expansion of broadband services to unserved and underserved areas of the Town.

### **ARTICLE 3. OBLIGATIONS OF THE TOWN**

The Town of Duanesburg shall: (1) use the funds to support the necessary infrastructure improvements for the installation of cabling; (2) ensure that the funds are used only to support the above normal costs that would have otherwise made resident access to cable service at the market rate prohibitive; (3) provide the County with invoices showing detailed accounting of the costs incurred with this project; and (4) provide trenching services within public road right-of-ways necessary to lay the cable.

### **ARTICLE 4. CONFLICT OF INTEREST**

The Town shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

### **ARTICLE 5. SURETY AND INSURANCE**

The Town will carry public liability insurance, property damage insurance, Worker's Compensation insurance and professional liability insurance and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Town, its agents or employees, in the execution of their work under the terms of this Agreement.

### **ARTICLE 6. SUBLETTING AND ASSIGNING CONTRACT**

The Town shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

### **ARTICLE 7. CHANGES IN CONTRACT**

Changes in this contract shall be permitted only upon written mutual agreement of the County and Town.

### **ARTICLE 8. OWNERSHIP**

Upon certification of completion of these projects by the Schenectady County Director of Public Works, ownership of such improvements shall vest in the Town of Duanesburg and all obligations of ownership shall also vest in the Town of Duanesburg.

### **ARTICLE 9. AMENDMENT**


Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein and if, through mistake or otherwise, such provision is not inserted, then, upon the application of either party, this contract shall be amended forthwith to make such insertion.

**ARTICLE 10. SUCCESSORS AND ASSIGNS**

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefits of successors and assigns of the respective parties hereto.

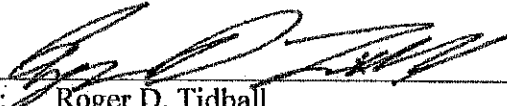
**IN WITNESS WHEREOF**, this Agreement has been approved and duly executed by the parties on the aforesaid day.

**COUNTY OF SCHENECTADY, NEW YORK**

  
\_\_\_\_\_  
By: Kathleen Rooney  
Its: County Manager



**TOWN OF DUANESBURG, NEW YORK**

  
\_\_\_\_\_  
By: Roger D. Tidball  
Its: Town Supervisor

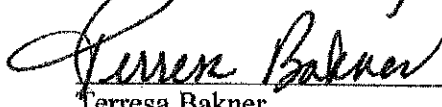
APPROVED as to form and content

This 28<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
Christopher H. Gardner  
County Attorney

APPROVED as to form and content

This 23 day of May, 2019.

  
\_\_\_\_\_  
Terresa Bakner  
Whiteman Osterman & Hanna LLP  
Town Attorneys

STATE OF NEW YORK  
COUNTY OF SCHENECTADY ss.:

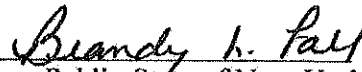
On the 31 day of May, 2019, before me, the undersigned, a Notary Public in and for said State, appeared KATHLEEN ROONEY, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHANNON T. PERRONE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE6287461  
Qualified In Schenectady County  
My Commission Expires 08-12-2021

  
\_\_\_\_\_  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHENECTADY ss.:

On the 23<sup>rd</sup> day of May, 2019, before me, the undersigned, a Notary Public in and for said State, appeared ROGER D. TIDBALL, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public-State of New York

BRANDY L FALL  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FA6376578  
Qualified In Schenectady County  
My Commission Expires June 11, 2022

**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION NO. 38 -2024**

**February 8, 2024**

**WHEREAS**, the Town of Duanesburg seeks legal counsel to represent the Town in a dangerous dog case pursuant to Local Law 2 of 2010 regarding the regulation of dogs;

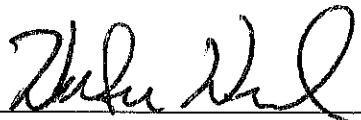
**WHEREAS**, the Town wishes to enter into a Professional Service Agreement (the "Agreement") with a professional attorney, Jeffrey A. Siegel of O'Connell and Aronowitz, P.C. (the "Attorney") for professional legal services to represent the Town in the dangerous dog case; and

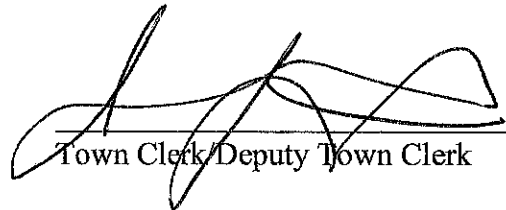
**WHEREAS**, the Town received and reviewed the attached engagement letter from the Attorney dated January 25, 2024, finding the terms favorable;

**WHEREAS**, the Town Board has determined that the Agreement is a professional services agreement not subject to competitive bidding in accordance with General Municipal Law §104-b and the Town Procurement Policy §7 (a); and

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby approves of the firm O'Connell and Aronowitz, P.C. as an approved vendor and authorizes the Town Supervisor to sign the attached engagement letter under the terms therein.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its meeting on February 8, 2024.

  
\_\_\_\_\_  
William Wenzel, Supervisor

  
\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present: ALL  
Absent:

Town Board Members:

Dianne Grant	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain
Michael Santulli	<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
Andrew Lucks	<input checked="" type="radio"/> Yea	<input type="radio"/> Nay	<input type="radio"/> Abstain



  
**O'CONNELL ARONOWITZ**  
ATTORNEYS AT LAW

January 25, 2024

Town of Duanesburg  
Attn: William Wenzel, Supervisor  
5853 Western Turnpike  
Duanesburg, New York 12056

**Re: Dangerous Dog Case against Danielle Cattell**

Dear Supervisor Wenzel:

This letter will set forth the terms under which our law firm, O'Connell and Aronowitz, P.C. agrees to represent the Town of Duanesburg in connection with a dangerous dog case against Danielle Cattell.

We will bill our services on an hourly basis, at the rate of \$250.00 per hour. In addition, you may be billed for costs that we reasonably incur in representing you, such as the cost of extraordinary photocopying or postage charges, filing fees, long distance or conference telephone calls, and travel. We will bill for our services and disbursements monthly, although we may defer billing relatively small amounts or in other circumstances. We encourage you to ask any questions regarding our statements as soon as you receive them. Any bills remaining outstanding for more than 30 days will be subject to an interest charge at the simple interest rate of 10% per annum.

While the firm seeks to avoid any fee disputes with its clients, and rarely has such disputes, in the event such a dispute does arise, you are advised that you have the right, under Part 137 of the Rules of the Chief Administrator of the New York Courts, at your election, to seek arbitration to resolve the fee dispute. In such event, or at your request, the firm shall advise you in writing by certified mail that you have 30 days from receipt of such notice in which to elect to resolve the dispute by arbitration, and the firm shall enclose a copy of the arbitration rules and a form for requesting arbitration. The arbitration decision is binding upon both you and the firm.

This firm generally retains and maintains all files in storage for a period of seven (7) years from the date the file is closed. Files are destroyed on or about December 31 of the 7<sup>th</sup> year of storage. You have the option of having your file returned to you once it has been closed in our office. If you wish to have your file returned to you, you must make that election within this agreement. We will not contact you upon the closing of

EDWARD J. O'CONNELL  
1925-1939  
SAMUEL E. ARONOWITZ  
1925-1973  
LEON ARONOWITZ  
1941-1969  
LEWIS A. ARONOWITZ  
1951-1979

**IN MEMORIAM:**  
HON. LEONARD A. WEISS  
2020-2022

---

STEPHEN R. COFFEY  
THOMAS J. DI NOVO  
PAMELA A. NICHOLS  
DAVID R. ROSS  
KURT E. BRATTEN  
MICHAEL P. McDERMOTT  
PETER A. PASTORE  
KEVIN LAURILLIARD  
KELLY J. MIKULLITZ  
WILLIAM F. BERGLUND  
ROBERT J. KOSHGARIAN  
MATTHEW J. DORSEY  
FRANCIS J. SMITH, JR.  
PAUL C. PASTORE  
GRAIG F. ZAPPIA  
DANIEL J. TUCZINSKI

---

OF COUNSEL  
CORNELIUS D. MURRAY  
JEFFREY J. SHERRIN  
JEFFREY A. SIEGEL  
RICHARD S. HARROW  
FLORENCE M. RICHARDSON  
KAREN MARTINO VALLE  
BRIAN M. CULNAN  
CRISTINA D. COMMISSO  
MICHAEL Y. HAWRYLCHAK

---

SAMANTHA L. FEMIA  
REBECCA M. DUNNING  
NICHOLAS M. CERVINI  
MICHAEL J. LAWSON  
JENNA M. DiBENEDETTO  
LILLIAN C. HAHN  
CHARLES E. SERINO

HOLLY E. VEGAS\*  
(DIRECTOR, HEALTHCARE  
CONSULTING GROUP)

\*NOT A MEMBER OF THE  
LEGAL PRACTICE

54 STATE STREET • ALBANY, NY 12207 • (p) 518-462-5601 • (f) 518-462-2670

{01397320.1}

SERVICE BY FAX NOT ACCEPTED.

With offices in Albany and Saratoga Springs.

www.oalaw.com

the file or at the seven year anniversary. Please indicate your preference by initialing the appropriate provision at the end of this agreement.

\_\_\_\_\_ I choose to have my file returned to me upon it being closed by O'Connell & Aronowitz.

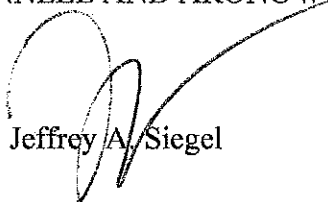
\_\_\_\_\_ I choose **not** to have my file returned to me. I understand that it will be maintained by O'Connell & Aronowitz for a period of seven (7) years and then destroyed.

If the terms set forth in this letter are acceptable to you, please sign below and return the original to me. Please keep a copy of this letter for your files. Please contact me if you have any questions.

Very truly yours,

O'CONNELL AND ARONOWITZ, P.C.

By:



Jeffrey A. Siegel

JAS:alk

AGREED TO

Town of Duanesburg

By: \_\_\_\_\_ DATE: \_\_\_\_\_, 2024

Name:

Title:

**TOWN OF DUANESBURG TOWN BOARD**

**RESOLUTION <sup>39</sup>-24**

**February 8, 2024**

**WHEREAS**, Section 512(1) of the NY Real Property Tax Law provides that the Board of Assessment Review (“BAR”) shall meet to hear complaints, beginning on the fourth Tuesday of May, or such other date as is established by the governing body by local law.

**WHEREAS**, the Town has established the Fourth Wednesday of May as “Grievance Day” by Local Law 2 of 2020; and

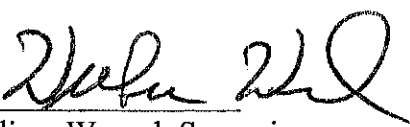
**WHEREAS**, Real Property Tax Law § 512 authorizes the town board to establish the first meeting date for hearing complaints on another date when the assessor is employed by another assessing unit; and

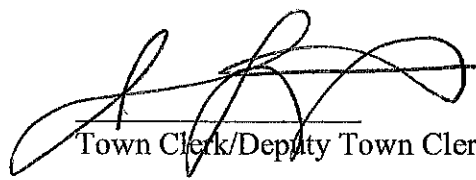
**WHEREAS**, the current Assessor for the Town of Duanesburg is employed by another assessing unit and has requested that the Town of Duanesburg modify the local law as follows: the Grievance Day in the Town will be the fourth Wednesday in May; however, if the fourth Wednesday of May shall occur before the fourth Tuesday of May then the first meeting of the BAR shall be the fifth Wednesday in May; and

**WHEREAS**, the duly noticed public hearing was held on February 8, 2024 and any persons with questions or comments were heard;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board hereby approves Local Law no 1 of 2024 and directs the Town Clerk to file Local Law no. 1 of 2024 with the NYS Secretary of State’s Office.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 8, 2024.

  
\_\_\_\_\_  
William Wenzel, Supervisor

  
\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present: ALL  
Absent:

Town Board Members:

William Wenzel     Yea     Nay     Abstain

Michael Santulli    Yea    Nay    Abstain

Andrew Lucks      Yea    Nay    Abstain

Dianne Grant      Yea    Nay    Abstain

**Town of Duanesburg**

**Local Law 1 of the Year 2024**

**A local law establishing a date for the first meeting of the Board of Assessment Review.**

**Be it enacted** by the Town Board of the Town of Duanesburg as follows:

**Section I. Purpose and Findings**

Section 512(1) of the NY Real Property Tax Law provides that the Board of Assessment Review (“BAR”) shall meet to hear complaints, beginning on the fourth Tuesday of May, or such other date as is established by the governing body by local law. The date is commonly referred to as “Grievance Day.” Subsection 1-a of Section 512 of the NY Real Property Tax Law authorizes the town board to establish the first meeting date for hearing complaints to another date when the assessor is employed by another assessing unit. The current Assessor for the Town of Duanesburg is employed by another assessing unit and has requested that the Town of Duanesburg establish a date for BAR hearings to commence on a date other than the fourth Tuesday of May. Pursuant to the authority granted in NY Real Property Tax Law § 512, the Town is repealing Local Law No. 1 of 2002 and Local Law 2 of 2020 and establishing a new date for the first meeting of the Board of Assessment Review of the Town of Duanesburg.

**Section II. Amendment of Town Code**

The date of the first meeting of the Town of Duanesburg, New York Board of Assessment Review for hearing complaints shall be the fourth Wednesday in May; however, if the fourth Wednesday of May shall occur before the fourth Tuesday of May then the first meeting of the Board of Assessment Review shall be the fifth Wednesday in May.

**Section III. Authority**

This law is enacted by the Town Board of the Town of Duanesburg pursuant to its authority to adopt Local Laws under Article IX of the New York State Constitution, Article 18 of the General Municipal Law, and the Municipal Home Rule Law, and pursuant to the authority granted in Section 512 of the New York Property Tax Law.

**Section IV. Severability**

If any word, phrase or part of this law shall be declared invalid or unconstitutional, the same shall be severed and separated from the remainder of the law and said remainder shall continue in full force and effect.

**Section V. Effective Date**

This local law shall be effective immediately upon filing with the Secretary of State.

**Section VI. Repeal of Other Laws**

This local law shall repeal Local Law No. 1 of 2002 and Local Law No. 2 of 2020. In addition, all local laws in conflict with provisions of this Local Law are hereby superseded.

**TOWN OF DUANESBURG**  
**RESOLUTION NO. 402024**

**February 8, 2024**

**WHEREAS**, General Municipal Law § 103 and the Town of Duanesburg Procurement Policy authorize the Town of Duanesburg Town Board to seek competitive bids for certain improvements to the Town Hall (the “Town Hall Addition”); and

**WHEREAS**, the Town desires to seek bids for the Town Hall Addition as described in detail in the attached request for bids (the “RFB”) documents prepared by Whiteman Osterman & Hanna LLP; and

**WHEREAS**, the Town worked with Northeast Log Homes to prepare the design plans for the Town Hall Addition; and

**WHEREAS**, the Town will consider awarding multiple contracts as follows: Contract 01 - General Construction, Contract 02 – Plumbing, Contract 03 – HVAC, Contract 04 – Electrical; and

**WHEREAS**, the Town will advertise the RFB on February 10-11th on the Town website, on the Town Bulletin Board, and in the Daily Gazette; and

**WHEREAS**, the Town will hold a non-mandatory walk-through at 2:00 P.M. local time on February 15, 2024 at the project site, located at 5853 Western Turnpike, Duanesburg, New York, 12056; and

**WHEREAS**, the respondent inquiry period will end at 2:00 P.M. local time on February 23, 2024; and

**WHEREAS**, the Town will require that all submissions are due on March 14, 2023 by 3:00 P.M.; and

**WHEREAS**, the Town requests that the participating submitters hold their proposals open for a substantial period of time to allow for the completion of Town Board procedures associated with approving the work which is subject to a permissive referendum; and

**WHEREAS**, the Town intends that the Town Hall Addition is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds and will be subject to the applicable provisions and requirements of the U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271) and Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

**NOW THEREFORE BE IT RESOLVED**, the Town of Duanesburg Town Board hereby determines that the proposed Town Hall Addition is a Type 2 action pursuant to SEQRA;


**BE IT FURTHER RESOLVED** that the Town Board approves the RFB documents prepared by Whiteman Osterman & Hanna LLP for the Town Hall Addition and directs that the Town Clerk shall cause the attached public notice to be published in the Daily Gazette on February 10-11, 2024 and that the public notice be immediately posted on the Town Bulletin Board and on the Town Website and the RFB documents be made available on the Town website and at Town Hall for review by potential bidders and the public;

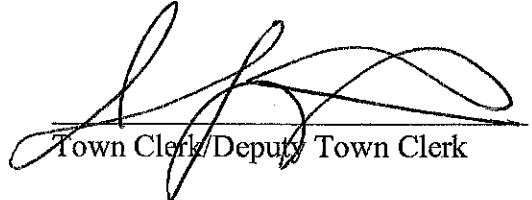
**BE IT FURTHER RESOLVED** that a non-mandatory walk-through will be held at 2:00 p.m. local time on February 15, 2024 at the project site, located at 5853 Western Turnpike, Duanesburg, New York, 12056;

**BE IT FURTHER RESOLVED** that the respondent inquiry period will end at 2:00 p.m. local time on February 23, 2024;

**BE IT FURTHER RESOLVED** that all submissions are due in hand at Duanesburg Town Hall located at 5853 Western Turnpike, Duanesburg New York on March 14, 2024 by 3:00 p.m. to be opened at the regularly scheduled board meeting at 7:00pm.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of February 8, 2024.

  
\_\_\_\_\_  
William Wenzel, Supervisor  
*Dale Warner, Deputy Supervisor*

  
\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present: *AW*  
Absent:  
Town Board Members:

William Wenzel	Yea	Nay	<u>Abstain</u>
Michael Santulli	<u>Yea</u>	Nay	Abstain
Dianne Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain



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02.01.24

**REQUEST FOR BIDS**  
**TOWN HALL ADDITION PROJECT**

February 8, 2024

Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, New York 12056

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## I. INTRODUCTION

The Town of Duanesburg (the "Town") is a municipal corporation with offices located at 5853 Western Turnpike, Duanesburg, New York 12056.

The Town is soliciting, through this Request for Bids ("RFB"), proposals from qualified interested parties to provide services for the construction of an addition to the existing Town Hall building located at 5853 Western Turnpike, Duanesburg, New York 12056. (the "Town Hall"). The Town is seeking qualified, experienced and responsible contractors with a documented track record of successful completion of municipal construction projects within New York State (hereinafter referred to as "Respondent" or "Contractor").

Selection Criteria are described in greater detail in Section V herein, and include, among others, the experience of the Respondent, competitive terms, and ability to deliver and mobilize within the timeframes as specified. Plans for the work are set forth on **Exhibit A**, attached hereto and made a part hereof (the "Plans").

In accordance with Section 103-d of the General Municipal Law, at the time Contractor submits its bid, an authorized and responsible person shall execute and deliver a non-collusive bidding certification on Contractor's behalf in the form set forth on **Exhibit B**.

In accordance with Chapter 1 of the 2012 Laws of New York, the provision to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, at the time Contractor submits its bid, an authorized and responsible person shall execute and deliver a Certificate of Compliance with the Iran Divestment Act, in the form set forth on **Exhibit C**.

## II. RFB TIMELINE

Solicitation issued:	February 10, 2024
Non-Mandatory Walk Through	February 15, 2024, 2:00 PM EST
End of Respondent inquiry period:	February 23, 2024, 2:00 PM EST
Submission deadline:	March 14, 2024, 3:00 PM EST

## III. SCOPE OF SERVICES

1. Respondent shall provide a description of the work and shall provide details for the construction of the addition to the Town Hall in accordance with the Plans. Respondent shall describe how work is to be performed and what site safety measures will be implemented during construction.
2. Respondent shall describe work to be completed as part of this project in accordance with the Plans. Respondent shall provide information regarding safety measures to be implemented as part of this work.
3. Additional responsibilities of the Contractor shall include construction planning and securing the surrounding site.

4. Contractor shall be responsible for obtaining any and all necessary permits with respect to the work. Contractor shall exercise caution so as not to damage municipal infrastructure.
5. Contractor shall be responsible for adjacent property protection.
6. No Contractor shall commence work until the Contractor has obtained all the insurance required by the Town in accordance with Section VIII, herein.

#### IV. PROPOSAL REQUIREMENTS

The following are the submission requirements for all Proposals. The Town reserves the right, in its sole discretion, to reject any Proposal that is deemed incomplete or unresponsive to the RFB requirements. The Town also reserves the right, in its sole discretion, to reject any and all Proposals or to waive any formality or technicality in any bid, if it believes that the public interest will be promoted thereby.

Proposals should clearly and concisely state the unique capabilities, experience, and advantages of the Respondent, and demonstrate the Respondent's capability to satisfy the requirements and objectives set forth in this RFB.

##### A. Format of Responses

Please respond to the set of questions that follows. Although there will be no set page limit, we ask that all Responses be limited to the questions proposed and not include any extraneous information or appendices. The Responses must be in the following required form: (1) questions must be answered in the order presented, (2) each response must be numbered to correspond with the question being answered and must be preceded by a restatement of the question, (3) each page must be numbered, (4) include Exhibits A through F in the Response, and (5) each copy of the Response must be bound in one volume.

DO NOT SEND RESPONSES BY FAX OR EMAIL. RESPONSES WILL BE ACCEPTED ONLY BY MAIL, HAND DELIVERY OR EXPRESS-MAIL DELIVERY SERVICES.

If any proprietary information is contained in the response, it should be clearly identified.

##### B. Response Content

1. Responses should list **the cost of the work** excluding the expenses incurred in preparing and submitting this Response. Payments will not exceed these amounts regardless of the actual costs incurred in completing the services. Contractor shall also include within the bid price prevailing wages. Sample wage schedules are attached hereto as Exhibit J. In the event the Contractor does not pay prevailing wage in connection with the project, the Contractor assumes sole responsibility for any claims associated with the failure to pay prevailing wage, waives any claims it may

have against the Town arising out of the party's failure to pay prevailing wage, and agrees to defend, indemnify, and hold harmless the Town against any and all claims by third parties, including administrative claims by the Department of Labor, arising out of the failure to pay prevailing wage. For purposes of this paragraph the word "claim," is intended to cover any and all forms of loss or liability, including without limitation, damages, attorneys' fees, costs, expenses, penalties, and/or interest.

2. The Respondent should address the following information: (a) business address, phone number, fax number, e-mail address, and Federal ID number for contractor's and all sub-contractors; (b) a brief description of the firm's history and experience in providing services covered by this RFB; and (c) describe other projects involving similar works (including name of clients served, and length of time providing such services).
3. Respondent shall provide a description and past experience of their company, and subcontractors with regard to municipal construction work. This task shall include general location and dates of previous municipal construction work. Contractor shall also provide references including municipalities and governmental agencies (if applicable) where similar work has been performed over the past five years.
4. Respondent shall include three (3) years of financial records, which may include tax returns.
5. Resumes describing the qualifications and background of the primary contact person and other key staff who will be assigned to projects covered by this RFB. If Respondent intends to use the services of a subcontractor, provide resumes for each subcontractor. Descriptions of how the primary contact person and other key personnel meet the general qualifications described in Section II, Scope of Services shall be provided. Please note that the individuals listed will be expected to be available should the Town request to conduct interviews. Such resumes should describe relevant training and experience as it relates to the Scope of Services.
6. Provide a list of three to five relevant client references, including a contact person's name, address and phone number.
7. Prepare a project schedule to be included as part of the proposal. Schedule should include a begin work date and completion date.
8. The successful Respondent shall be responsible for all expenses related to the work, and the safe work environment of the site.
9. All submissions must include an EEO Policy Statement stating the Respondent's non-discriminatory policy in accordance with federal and state laws. This form or the Respondent's EEO Policy must be signed and submitted as part of any Response. **The Respondent's EEO Policy must be completed and submitted with the response to RFB.**
10. Contractor must make a good faith effort to meet New York State's minority and women-owned business ("M/WBE") participation goals, in effect and as amended from time to time.

## V. SELECTION CRITERIA

Generally, the selected Respondent must have the experience and capacity to complete the work in a timely manner, without interruption. It will be the Contractor's responsibility to perform the work in accordance with applicable state and federal regulations as noted within this proposal, utilizing work safe practices in line with New York State laws and regulations, Occupational Safety and Health Administration ("OSHA") regulations.

In evaluating received Proposals, the Town will use the following Selection Criteria to select the Designated Contractor:

- *Financial Offer*: Provision of competitive construction costs for the Contract.
- *Financial Feasibility*: Respondent's demonstrated financial condition to complete the Project; sufficient revenue to support operating revenues, and no substantial debt.
- *Experience*: Respondent's and its designated employees' municipal construction experience, skills, and resources necessary to complete the project on time and within budget, including experience of relevant structures, references of equivalent scale and experience with municipal agencies.
- *Schedule and Timing*: Respondent shall submit a completion timeline identifying the estimated length of time to complete all Work. Any contingencies that may affect this time line should be identified. Respondent must be able to mobilize and commence Work immediately; **time is of the essence**. The Contractor shall be able to commence Work no later than ten (10) days after receipt of all necessary approvals.
- *Overall Approach and Understanding of the RFB and Work*: As evidenced by complete submission, among other things.

The Town also reserves the right to conduct interviews with or pose questions in writing to individual Respondents in order to clarify the content of their proposals and to ensure a full and complete understanding of each proposal. The Town shall undertake to pursue uniformity in the questions it asks to Respondents to the extent practicable, but the Town may ask different or additional questions to different Respondents in the context of individual interviews or written questions. The Town shall designate a staff member who shall be the permissible contact for the purpose of such interviews and Respondents who are invited to interview will receive additional instructions about the interview format and any further requests for information.

## VI. SUBMISSIONS

### 1. Delivery of Copies

Respondent must submit (3) copies of the Response, including accompanying exhibits. No materials will be accepted after the due date and time. Any material received after the stated date and time will be considered late and will be returned to the Respondent unopened. Responses will be time stamped by the Town.

The mailings must be marked "Town Hall Addition Project" They will be kept unopened until the deadline. Late proposals will be marked "Received Past Deadline" and returned unopened. The Town, in its sole discretion, reserves the right to accept or reject any or all responses received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFB. The Town may request additional information from the Respondents during the course of the selection process and all responses will become the property of the Town.

**PROPOSALS WILL BE ACCEPTED UNTIL 3:00 P.M. ON MARCH 14, 2024.** The Responses should be delivered to:

Jennifer Howe  
Town Clerk  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

**PLEASE DO NOT SEND RESPONSES BY E-MAIL OR FAX. RESPONSES WILL BE ACCEPTED ONLY BY MAIL, HAND DELIVERY OR EXPRESS-MAIL DELIVERY SERVICES.**

2. RFB Inquiries

Questions regarding this RFB may be submitted via e-mail to Chris Parslow at CParslow@duanesburg.net until 2:00 PM EDT February 23, 2024. Questions sent or delivered to any other individual may not be considered for response and will be grounds for disqualification. If any prospective Respondent finds discrepancies or omissions or there is doubt as to the true meaning of any part of this RFB, a written request for a clarification or interpretation shall be submitted to the Town only at the above address. In turn, the Town shall notify all candidates of record of such clarifications.

The Respondent must agree to comply with all procedures of the Town related to permissible contacts.

A non-mandatory walk through will be held on February 15, 2024. The walk through will begin promptly at 2:00 PM, at 5853 Western Turnpike, Duanesburg, New York 12056.

**VII. STATEMENT OF LIMITATIONS**

1. This RFB, submissions from Respondents to this RFB, and any relationship between Town and Respondents arising from or connected or related to this RFB, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFB. By responding to this RFB, Respondents are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFB, the Respondent acknowledges and accepts the Town's rights as set forth in the RFB, including this Statement of Limitations.

2. Responses meeting the submission requirements will be reviewed promptly. The Town, at its sole discretion, may reject any and all proposals, or seek additional information (additional documentation, interviews, etc.) on any or all proposals, or choose not to award a contract(s) as a result of this solicitation. The Town shall be under no obligation to execute an agreement but by submitting this RFB, the Respondent shall negotiate in good faith on the terms of the proposal. The Town's form of agreement is attached as **EXHIBIT G**. By responding to this RFB the Respondent acknowledges and is willing to execute such form in substantially the condition it is in.
3. The Town reserves the right to: (i) amend, modify, or withdraw this RFB; (ii) revise any requirements of this RFB; (iii) require supplemental statements or information from any responding party; (iv) accept or reject any or all responses thereto; (v) extend the deadline for submission of responses thereto; (vi) negotiate or hold discussions with any respondent and to correct deficient responses which do not completely conform to the instructions contained herein; and (vii) cancel, in whole or part, this RFB, for any reason or for no reason. The Town may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.
4. Construction work shall commence within ten (10) days of receipt of required approvals. If for any reason Contractor cannot complete the work after submitting the accepted bid, said contractor may, at the Town's discretion, be removed either temporarily or permanently, from participation with the Town's projects.
5. This bid and proposal is not assignable or conveyable in any fashion and may not be pledged or encumbered without the express written permission of the Town. Awards for the engagement by the Town are expected no later than March 19, 2024.
6. **Respondents must rely on their own research and investigations for all matters, including, without limitation, costs, permitting, financing, construction, and renovation.**
7. The Town reserves the right, in its sole discretion, without liability, to utilize any or all of the RFB responses, including late responses, in its planning efforts. The Town reserves the right to retain and use all the materials and information, and any ideas or suggestions therein, submitted in response to this RFB (collectively, the "Response Information") for any purpose. By submitting a Response, each Respondent waives any and all claims against the Town relating to the Town's retention or use of the Response Information.
8. This RFB shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFB. The Town will not be responsible for any costs incurred by Respondents related to



preparing and submitting a response to this RFB, attending oral presentations, or for any other associated costs.

9. Contractor shall include within the bid price prevailing wages. Sample wage schedules are attached hereto as **Exhibit J**. In the event the Contractor does not pay prevailing wage in connection with the project, the Contractor assumes sole responsibility for any claims associated with the failure to pay prevailing wage, waives any claims it may have against the Town arising out of the party's failure to pay prevailing wage, and agrees to defend, indemnify, and hold harmless the Town against any and all claims by third parties, including administrative claims by the Department of Labor, arising out of the failure to pay prevailing wage. For purposes of this paragraph the word "claim," is intended to cover any and all forms of loss or liability, including without limitation, damages, attorneys' fees, costs, expenses, penalties, and/or interest.
10. To the best of the Town's knowledge, the information provided herein is accurate. Respondents should undertake appropriate investigation in preparation of responses.
11. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS. Contractor acknowledges and agrees that the Work is to be funded, in whole or in part, using American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds. Contractor ensures that no costs of the Work will be sought for or reimbursed by other federal or state funding streams. Contractor is subject to the applicable provisions and requirements of the following documents, which are incorporated herein by reference, where Treasury issues exceptions or waivers to any of the federal requirements stated in the documents below, such exceptions and waivers shall automatically be incorporated by reference into this agreement and control over any conflicting provisions of this Agreement:
  - .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).

## **VIII. INSURANCE AND BOND REQUIREMENTS**

Respondent will be expected to show evidence of the following insurance requirements (at a minimum and to the extent applicable), as listed below:

1. Worker's compensation and employer's liability insurance in accordance with State statutory limits;
2. Comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate for bodily injury and property damage;
3. Automobile liability coverage including owned and hired vehicles with a combined

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- single limit of \$1,000,000 per occurrence for bodily injury and property damage; and
4. An excess/umbrella policy in the amount of \$5,000,00.

All such insurance policies shall be written by good and solvent insurance companies, licensed to do business in the State of New York, satisfactory to the Town. The comprehensive liability insurance, automobile liability insurance and the excess/umbrella policies shall all name the Town as an additional insured.

The Designated Contractor will be required to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price.

**EXHIBIT A**

**Non-Collusive Bidding Certification**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SWORN TO ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2024

\_\_\_\_\_  
Notary Public

## EXHIBIT B

### Responsibility Questionnaire

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

#### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or owner's official representative authorized to legally bind the Reporting Entity, must certify the truth of the questionnaire answers.

#### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

#### DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common, or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

#### RESPONSES

Every question must be answered fully. Each response must provide all relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name</u>		<u>EIN</u> _____		
<u>Address of the Principal Place of Business (street, city, state, zip code)</u> <u>NO P.O. Boxes</u>		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website (include all)		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

<b>I. BUSINESS CHARACTERISTICS</b>	
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:	
a) <input type="checkbox"/> <u>Corporation</u> (including PC)	Date of Incorporation
b) <input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>	Date Organized
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established

I. BUSINESS CHARACTERISTICS	
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established County (if formed in NYS)
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?
g) <input type="checkbox"/> <u>Other</u>	Date Established
If Other, explain:	
1.0 Was the <u>Business Entity</u> formed in New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:	
<input type="checkbox"/> <u>United States</u>	State
<input type="checkbox"/> <u>Other</u>	Country
1.2 Is the <u>Legal Business Entity</u> publicly traded? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:	
1.3 Is the <u>Business Entity</u> currently registered to do business in New York State? <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required	
If "No," explain why the <u>Business Entity</u> is not required to be registered to do business in New York State:	
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If "Yes," provide the address and telephone number for one office located in New York State.	
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, New York State Small Business, or federally certified Disadvantaged Business Enterprise</u> ?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

**I. BUSINESS CHARACTERISTICS**

If "Yes," check all that apply:

- New York State certified Minority-Owned Business Enterprise (MBE)
- New York State certified Women-Owned Business Enterprise (WBE)
- New York State certified Service-Disabled Veteran-Owned Business (SDVOB)
- New York State Small Business
- Federally certified Disadvantaged Business Enterprise (DBE)

1.7 Identify **each person** or Business Entity that is or has been within the past five (5) years, a Business Entity Official, or a Principal Owner of 5.0% or more of the Reporting Entity's shares; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*

Joint Ventures: Provide information for all firms involved.

Each Business Entity identified as a Principal Owner must also submit a Vendor Responsibility Questionnaire. (Add additional sheets if necessary.) For each person, include name, title, date of birth, percentage of ownership, and employment status. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage of ownership.

If there is no person or Business Entity that owns 5% or more of the Reporting Entity, check here:

Name <i>(For each person, include a middle initial)</i>	Title	Date of Birth	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
				<input type="checkbox"/> Current <input type="checkbox"/> Former <input type="checkbox"/> N/A
Name of <u>Each Business Entity</u> owning 5% or more of <u>Reporting Entity</u>	Address	EIN	Percentage Ownership	

I. BUSINESS CHARACTERISTICS			

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner, or proprietor of said other firm? If yes, identify below and if there is more than one, <i>attach additional pages with required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with the disclosed firm(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (Include middle initial)	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed affiliate(s)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (Include middle initial)	Position/Title with Firm/Company	



<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? If yes, identify below and if there is more than one, <i>attach additional pages with the required information.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> N
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

<b>III. CONTRACT HISTORY</b>	
3.0 Has the <u>Business Entity</u> completed any <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> N
<p><i>If "Yes," list the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed for <u>government</u> clients using Attachment – Completed Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc</a>.</i></p> <p><i>At the <u>Business Entity's</u> option, it may include <u>construction</u> contracts completed for private clients. If less than ten, include most recent subcontracts on projects up to that number.</i></p>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> N
<p><i>If "Yes," list all current uncompleted <u>construction</u> contracts for <u>government</u> clients by using Attachment B – Uncompleted Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc</a>.</i></p> <p><i>Note: Ongoing projects must be included. At the <u>Business Entity's</u> option, it may include <u>construction</u> contracts uncompleted for private clients.</i></p>	

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
<i>Within the past five (5) years, has the <u>Business Entity</u>, an affiliate, or any predecessor company or entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> N
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> N
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> N
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	<input type="checkbox"/> Yes <input type="checkbox"/> N
4.4 Had a bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> N
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N
4.6 Requested or been permitted to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N

**IV. INTEGRITY -- CONTRACT BIDDING**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses explain each "YES" response.*

**V. INTEGRITY -- CONTRACT AWARD**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated</u> for cause on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.1 Been subject to an <u>administrative proceeding</u> or civil action, including arbitration, seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.2 Entered into a formal monitoring agreement, integrity agreement, consent decree, or stipulation, settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> N
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> N

*For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

**VI. CERTIFICATIONS/LICENSES**

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> N
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> N

*For each "Yes," provide an explanation of the issue(s), the Business Entity affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.*

<b>VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS</b> <i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order, monitoring agreement or other type of oversight with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement entity involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws;</li> <li>• <u>Federal</u>, state, or local tax laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u>, <u>affiliate</u>, <u>predecessor company</u> or <u>entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.</i></p> <p><i>Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.</i></p>	

<b>VIII. LEADERSHIP INTEGRITY</b>	
<p><i>If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.</i></p> <p><i>Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:</i></p>	
8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred</u> or <u>disqualified</u> from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
(i.) Any business-related activity, including but not limited to theft, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or  (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	
<p><i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.</i></p>	

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," provide an explanation of the issue(s), the Business Entity or affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses to explain the "Yes" response.</i></p>	
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000 for any reason, including failure to meet <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or <u>Disadvantaged Business Enterprise</u> goals?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>		
<p><i>If "Yes," provide an explanation of the issue(s), the name of the <u>Business Entity</u> or affiliate involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s), and the balance of the assessment not yet paid. Provide answer below or attach additional sheets with numbered responses.</i></p>		
<p>9.2 Within the past five (5) years, has the <u>Business Entity</u> or any affiliate had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p><i>If "Yes," provide an explanation of the issue(s), the name of the <u>Business Entity</u> or affiliate involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u>, the current status of the issue(s), and the balance of the lien, claim or judgment not yet paid. Provide answer below or attach additional sheets with numbered responses.</i></p>		
<p>9.3 In the last seven (7) years, has the <u>Business Entity</u> or any affiliate, or official initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p><i>If "Yes," provide the name of the <u>Business Entity</u>, affiliate or official involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses to explain the YES response.</i></p>		
<p>9.4 What is the <u>Business Entity's</u> Bonding Capacity?</p>		
a. Single Project	b. Aggregate (All Projects)	
<p>9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:</p>		
1st Year (Indicate year )	2nd Year (Indicate year )	3rd Year (Indicate year )
Gross Sales	Gross Sales	Gross Sales
<p>9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)</p>		
1st Year (Indicate year )	2nd Year (Indicate year )	3rd Year (Indicate year )
Amount	Amount	Amount
<p>9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a>. (This information must be attached.)</p>		

<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>
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<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," indicate the question number(s) and explain the basis for the claim.</i>	

**Authorizee**

<b>XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>		
Name	Telephone ext.	Fax
Title	Email	

### Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

**The undersigned certifies that he/she:**

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of

Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

Date

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## EXHIBIT C

### Iranian Energy Sector Divestment Certification

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

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

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

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

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

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



WOH DRAFT  
02.01.24

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SWORN TO ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 2022

\_\_\_\_\_  
Notary Public

WOH DRAFT  
02.01.24

**EXHIBIT D**

**Plans**

**[to be attached]**

WOH DRAFT  
02.01.24

**EXHIBIT E**  
**Model Contractor Agreement**

**see attached**

WOH DRAFT  
02.01.24

**EXHIBIT F**  
**NYSDOL Prevailing Wage Rates**

**see attached**

**LEGAL NOTICE Town of Duanesburg**

Legal Notice Town of Duanesburg, 5853 Western Turnpike, Duanesburg, New York 12056  
**REQUEST FOR BIDS FOR TOWN HALL ADDITION PROJECT. NOTICE IS HEREBY GIVEN,** that the Town of Duanesburg will receive sealed proposals for the construction of its Town Hall Addition Project. Such sealed proposals must be filed with the Town Clerk of the Town of Duanesburg, 5853 Western Turnpike, Duanesburg, New York 12056, **PRIOR TO 3:00 P.M. EST on March 14, 2024.** Copies of the Request For Proposals are available on the Town of Duanesburg website ([www.duanesburg.net](http://www.duanesburg.net)) and at the Town Clerk's Office located at 5853 Western Turnpike, Duanesburg, New York 12056. A non-mandatory walk-through will be held on February 15, 2024 at 2:00 PM at 5853 Western Turnpike, Duanesburg, New York 12056. Respondents may submit inquiries until 2:00 PM on February 23, 2024. Proposals will be opened publicly during the regularly scheduled Town Board Meeting on March 14, 2024 at 7:00 PM. It is expected that the project will be awarded no later than March 19, 2024. The labor on this project shall be performed in all respects in full accordance with the Labor Law of the State of New York. Contractors must conform to the New York State prevailing wage rate schedules which are annexed to and form a part of the specifications for this project. The Town of Duanesburg reserves the right to reject any or all proposals.

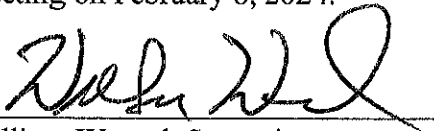
**TOWN OF DUANESBURG TOWN BOARD**

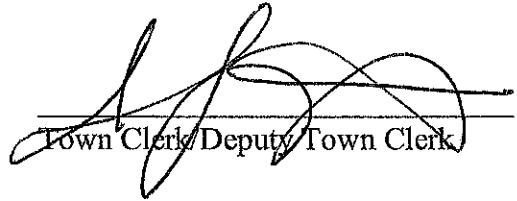
**RESOLUTION NO. 41 -2024**

**February 8, 2024**

The Town hereby reappoints Jonathan Lack to the Zoning Board of Appeals of the Town of Duanesburg for a term ending on December 31, 2028.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 8, 2024.

  
\_\_\_\_\_  
William Wenzel, Supervisor

  
\_\_\_\_\_  
Town Clerk/Deputy Town Clerk

Present: ALL  
Absent:

**Town Board Members:**

Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain
Michael Santulli	<input checked="" type="radio"/> Yea	Nay	Abstain
William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	<input checked="" type="radio"/> Yea	Nay	Abstain

**TOWN OF DUANESBURG TOWN BOARD**

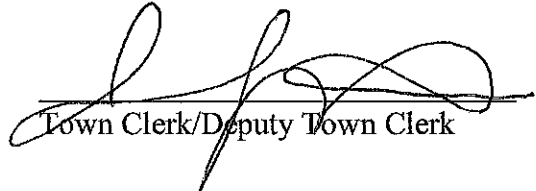
**RESOLUTION NO. 42-2024**

**February 8, 2024**

The Town hereby reappoints Link Pettite to the Zoning Board of Appeals of the Town of Duanesburg for a term ending on December 31, 2028.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on February 8, 2024.

\_\_\_\_\_  
William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: ALL  
Absent:

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
Michael Santulli	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain