

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



Michael Santulli, Council Member
Francis R. Potter, Council Member
Dianne Grant, Council Member
Andrew Lucks, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, July 13, 2023

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

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 889 0570 1411

Passcode: 886918

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

Meeting ID: 889 0570 1411

Passcode: 886918

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to Order
Pledge of Allegiance
Prayer/Moment of Reflection

Approval of minutes for: Regular Town Board Meeting on Thursday, June 22, 2023

Approval of minutes for: Special Town Board Meeting on Thursday, June 29, 2023

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

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

Business Meeting:

- 1. Motion to Nathan Smith as a Motor Equipment Operator.**
- 2. Motion to accept the resignation of Colin Farley as a Court Security Officer. *No paper resolution**

3. **Motion to appoint Christopher Avery as a Court Security Officer.**
4. **Motion to pay Duanesburg Volunteer Ambulance Corps in the amount of \$16,403.00.**

Privilege of the Floor:

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

Account#	Account Description	Fee Description	Qty	Local Share
		Park Rental Fee	1	40.00
		Parkland Fees	1	500.00
		Septic Permit	1	75.00
	Marriage License Fee	Marriage License Fee	1	17.50
	Misc. Fees	Certified Copies - Death	23	230.00
		Certified Copies - Marriage	4	40.00
	Operating Permit	Operating Permit	1	30.00
	Planning & Zoning Fees	Planning & Zoning Fees	1	100.00
	Subdivision Major	Subdivision Major	1	500.00
		Sub-Total:		\$1,532.50
2110	Variance Application	Variance Application	3	300.00
		Sub-Total:		\$300.00
690.01	Village Of Delanson	Village Of Delanson	1	90.00
		Sub-Total:		\$90.00
A1255	Conservation	Conservation	6	12.60
		Sub-Total:		\$12.60
A2544	AFTER 30 DAYS	AFTER 30 DAYS	8	40.00
	Dog Licensing	Female, Spayed	14	196.00
		Female, Unspayed	3	66.00
		Male, Neutered	28	392.00
		Male, Unneutered	4	88.00
		Sub-Total:		\$782.00
B2555	Building Permits	Building Permits	10	1,185.00
	Sign Permits	Sign Permits	2	100.00
	Special Use Permit	Special Use Permit	1	100.00
		Sub-Total:		\$1,385.00
		Total Local Shares Remitted:		\$4,102.10
Amount paid to:	NYS Ag. & Markets for spay/neuter program			63.00
Amount paid to:	NYS Environmental Conservation			215.40
Amount paid to:	State Health Dept. For Marriage Licenses			22.50
Total State, County & Local Revenues:	\$4,403.00	Total Non-Local Revenues:		\$300.90

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION - 23

July 13, 2023

WHEREAS, the Town Highway Superintend has recommended that the Town Board hire Nathan Smith as a Motor Equipment Operator, a non-competitive class position at an hourly rate of \$25.45 per hour as provided for in the Collective Bargaining Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the hiring of Nathan Smith, as a Motor Equipment Operator, a non-competitive class position at an hourly rate of \$25.45 per hour subject to a satisfactory background check and any other requirements of the Collective Bargaining Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on July 13, 2023.

William Wenzel, Town Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

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

Town of Duanesburg Town Board

**RESOLUTION # -23 Approving the Security Guard
Employment Contract**

July 13, 2023

WHEREAS the Town Board of the Town of Duanesburg (the "Town") wishes to employ Christopher Avery in the position of Security Guard to provide security services at the Town of Duanesburg Town Justice Court; and

WHEREAS the Town Board previously approved in December of 2022, the attached form employment agreement to be used to memorialize each Security Guard's terms of employment with the Town; and

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes the Town Supervisor to hire Christopher Avery as Town Justice Court Security Guard in accordance with the terms of the attached employment agreement and to sign the employment agreement on behalf of the Town.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on July 13, 2023.

William Wenzel, Town Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

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

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** (this "Agreement"), dated as of the 13th day of July, 2023, is by and between The Town of Duanesburg (the "Town") and Christopher Avery (the "Employee"). The Town and the Employee are individually referred to herein as "Party" and are collectively referred to herein as the "Parties."

WHEREAS, the Town intends to appoint Employee as a court security guard; and

WHEREAS, the Parties desire to enter into an employment-at-will relationship and written employment-at-will agreement; and

WHEREAS, the Employee shall provide the Town with certain court security services under the terms and conditions described in this Agreement and subject to the resolution of the Town Board of July 13, 2023.

NOW, THEREFORE, in consideration of the facts, mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree to the following terms and conditions:

1. Appointment. The Employee shall be appointed by the Town and employed in the classified non-competitive title of "Security Guard." The Employee has provided credentials which meet all of the qualifications and special requirements of the position of "Security Guard," as described in the **Addendum** attached herewith. Upon the Parties' execution of this Agreement, the Town shall submit for approval the nomination of the Employee for the position of Security Guard to the Schenectady County Civil Service Commission (the "**Commission**"). The Employee's appointment shall become effective on the date of the Commission's approval ("**Effective Date**"). The parties agree that the Employee shall be referred to as a Security Guard or the Town in-house title of "Court Officer."

2. Employment at Will. Nothing in this Agreement shall be construed to create an employment relationship for a definite or specified period of time or to alter the at-will nature of the relationship between the Parties. Either Party may terminate the employment relationship at any time with or without notice or cause.

3. Scope of Services. The Employee shall provide courtroom security for the Town of Duanesburg Justice Court (the "**Justice Court**") at all regularly scheduled court dates and provide any and all security sweeps and/or checks for the benefit of the Justice Court. Such security sweeps and/or checks shall include, but will not be limited to the following:

- a. Arriving at all scheduled court dates a minimum of thirty (30) minutes before the commencement of court proceedings for the purposes of conducting safety checks in parking lots, bathrooms, entrance and exit-ways to the facilities where

the Justice Court is located and search for any and all contraband or weapons that may be on the property; .

- b. Operate and secure a magnetometer (if one is used by the Town) which shall be positioned at the entranceway to the Duanesburg Town Hall;
- c. Search any and all bags and/or boxes that are being brought into the courtroom and conduct wand searches of persons entering the courtroom if the situation is warranted in the Employee's professional judgment;
- d. Provide security inside and outside of the courtroom;
- e. Upon adjournment of court, conduct the same safety check and/or sweep as was conducted prior to the start of the scheduled court session;
- f. If appropriately licensed as a peace officer, take custody of individuals remanded by the court and execute warrants.

The Employee will prepare and distribute all security findings and any security recommendations, in writing, to the Justice Court and the Duanesburg Town Board at least once every six months or more often, if requested to do so.

4. Compensation. In consideration of the Employee's agreement to be employed by the Town and for the services to be rendered under this Agreement, the Town agrees to provide compensation to the Employee as follows:

- a. Hourly Rate. The Employee's hourly rate shall be \$35.00 per hour for all regular hours worked.
- b. Hours Worked. The Town will notify the Employee in advance of the days and times on which the Employee is to report to work. The Town will pay the Employee for a minimum of two (2) hours of work for any shift the Employee works for the Town, even if the Employee works less than two (2) hours during such shift. The Employee shall be paid for any additional time worked beyond the two-hour minimum at the regular hourly rate listed above.
- c. Overtime. The Town does not anticipate requiring the Employee to work overtime. Should overtime become necessary, the Town will pay the Employee at the rate of one and a half of the Employee's regular hourly rate as defined in Paragraph 4(a) above for any hours in excess of 40 hours per week. All overtime work must be approved by the Employee's supervisor ahead of time.
- d. Withholding. The Employee's earnings will be reported on the IRS W2 form and will be subject to all applicable state and federal withholdings.

5. Assignment. This Agreement is personal to each of the Parties, and neither Party may assign or delegate any of that Party's rights or obligations under this Agreement without first obtaining the written consent of the other Party, except that the Town may assign and

delegate its rights and obligations under this Agreement to a legal successor to the Town or to an assignee that is an affiliate of the Town.

6. Notices. All notices required under this Agreement shall be in writing and shall be deemed to have been served when personally delivered, faxed, sent by overnight courier or mailed to the party to whom it is directed at the address as set forth in the Agreement or such other address as either party shall provide in a written notice to the other.

7. Miscellaneous.

- a. Choice of Law. This Agreement shall be governed by, and construed exclusively in accordance with, the laws of the State of New York (without giving effect to any choice or conflict of law rules to the contrary), except that there shall be no presumption against the drafter in the interpretation of this Agreement.
- b. Choice of Forum and Consent to Jurisdiction. The Parties agree that if any legal disputes arise relating in any way to any aspect of this Agreement, and the actions contemplated hereby, any and all litigation pertaining to such dispute(s) shall be brought in either the New York State Supreme Court, Schenectady County, or in the United States District Court, Northern District of New York, in accordance with the rules of such courts. The Parties hereby consent to the jurisdiction of such courts.
- c. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any particular provision of this Agreement shall not affect the validity of any other provision. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
- d. Contractual Nature and Headings. The terms of this Agreement are contractual in nature and not a mere recital. Headings contained herein are inserted for convenience only, do not constitute a part of this Agreement and shall not be admissible for the purpose of proving the intent of the parties hereto.
- e. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral, concerning the subject matter hereof.
- f. Modification. This Agreement shall not be amended, altered, changed, modified, supplemented, or rescinded in any manner except by written agreement executed by both Parties expressly referring to this Agreement.

- g. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The waiver of any breach of this Agreement by any Party or the failure of any Party to require performance of any term or obligation of this Agreement, in whole or in part, in any one instance shall not constitute a waiver or prevent any subsequent enforcement of such term or obligation in another instance or be deemed a waiver of any subsequent breach but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

THE TOWN OF DUANESBURG

By: _____
William Wenzel, its Supervisor

EMPLOYEE:

Christopher Avery

Town of Duanesburg Town Board

RESOLUTION # -23

July 13, 2023

Whereas the Town of Duanesburg Town Board has entered into a contract with the Duanesburg Volunteer Ambulance Corps for the year 2023 which contract was approved by the Town Board and fully signed by the parties;

Whereas the Town Board had some questions concerning staffing retention and payment in the first quarter of 2023 and withheld a portion of the annual payment due in the first quarter of the 2023;

Whereas upon further review of actual labor staffing expenditures made available to the Town Board by DVAC, it was determined that actual staffing labor for the quarter (inclusive of the staff that was hired by DVAC to provide adequate coverage) exceeded the initial labor amount budgeted;

NOW, THEREFORE BE IT RESOLVED that in light of this new information, \$16,403.00 shall be paid to DVAC representing the withheld portion of the contractual amount due for the first quarter of 2023 pursuant to the agreement between the Town and DVAC.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on July 13, 2023.

William Wenzel, Town Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

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