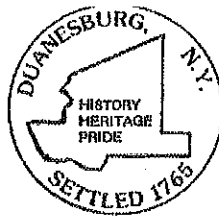


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Carol Sowycz, Deputy Town Clerk



Andrew Lucks, Council Member
Dianne Grant, Council Member
Nicholas Passonno, Council Member
Michael Santulli, Council Member

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Join Zoom Meeting
Meeting ID: 876 4871 2409
Passcode: 925936
Dial in by Phone: 1-646-558-8656

Town Board Meeting Agenda: Thursday, July 24, 2025

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Approval of minutes for: Town Board Meeting on Thursday July 10, 2025

Supervisor's Report: June 2025
Payment of Claims

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

Business Meeting:

- 1. Motion to establish a Fire Protection District Committee and appoint members.**
- 2. Motion to authorize to enter into a professional service contract with KB to undertake the Chemical Bulk Storage inspections.**

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.

Monthly Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month of JUNE 2025

Revenues

Fund	Amount
General Fund	\$136,836.22
Highway Fund	\$1,047.85
Fire District	\$0.00
Lighting District #1	\$0.00
Lighting District #2	\$0.00
Lighting District #3	\$0.00
Drainage	\$0.00
Sewer District #1	\$5.52
Sewer District #2	\$582.19
Sewer District #3	\$1,060.26
Total	<u>\$ 139,532.04</u>

Disbursements

General Fund	\$80,207.57
Highway Fund	\$47,009.13
Fire District	\$3,500.00
Lighting District #1	\$518.97
Lighting District #2	\$925.17
Lighting District #3	\$442.61
Drainage	\$0.00
Sewer District #1	\$16,447.45
Sewer District #2	\$16,012.74
Sewer District #3	\$4,203.29
Total	<u>\$ 169,266.93</u>

Town of Duanesburg
BALANCE SHEET
As of June 30, 2025

A General Fund

ASSETS

Current Assets

Checking/Savings

General A #9924 (General Checking)	259,421.23
AP Acct#7211	37,096.43
Town Park-#1855	0.00
Service Award Acct#4254	0.00
Park & Rec #6924	10,602.07
Health Ins HRA #2000	1,601.75

Total Checking	<u>308,721.48</u>
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Other Current Assets

0380 · Accts Rec'ble	0.00
0440 · Due from Other Govt's	0.00
0480 · Prepaid Expense	0.00
0391 · Due From Other Funds	329,566.77

Total Other Current Assets	<u>329,566.77</u>
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Total Current Assets	<u>638,288.25</u>
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TOTAL ASSETS

<u><u>638,288.25</u></u>

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	0.00
Other Current Liabilities	
0688 · Other Liabilities	31,128.69
0690 · Court Clearing Account	0.00
0630 · Due To Other Funds	127,385.76

Town of Duanesburg-General Fund A
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 • Real Property Taxes	0.00	839,295.76	839,293.00	2.76
1090 • Int. & Penalty on RealProperty	0.00	0.00	100,000.00	-100,000.00
1120 • Sales Tax	38,419.99	209,468.89	350,000.00	-140,531.11
1170 • Franchise Fees	0.00	12,307.16	0.00	12,307.16
1255 • Town Clerk Fees	194.02	827.15	2,500.00	-1,672.85
2001 • Park & Recreation Fees	0.00	0.00	100.00	-100.00
2401 • Interest Income	479.67	6,912.78	15,000.00	-8,087.22
2501 • Bus. & Occup. Licenses & Permit	0.00	1,400.00	500.00	900.00
2544 • Dog Licenses	271.00	2,883.00	7,000.00	-4,117.00
2610 • Court Fines	14,190.00	34,060.00	50,000.00	-15,940.00
2680 • Insurance Recoveries	0.00	5,000.00	0.00	5,000.00
2770 • Unclassified	0.00	1,430.60	0.00	1,430.60
3001 • State Aid-Per Capita	0.00	0.00	20,653.00	-20,653.00
3005 • Mortgage Tax	73,432.75	73,432.75	100,000.00	-26,567.25
3820 • State Aid-Youth Programs	0.00	0.00	5,000.00	-5,000.00
4089 • Federal Aid Other	7,946.00	89,906.00	0.00	89,906.00
599 • Appropriated Fund Balance	0.00	0.00	150,000.00	-150,000.00
Total Income	134,933.43	1,276,924.09	1,640,046.00	-363,121.91
Expense				
1010.1 • Town Board Personal Svcs	2,412.00	14,472.00	28,945.00	-14,473.00
1010.2 • Equipment	0.00	0.00	100.00	-100.00
1010.4 • Town Board Contractual Exp	17.60	796.99	750.00	46.99
1110.1 • Town Justice Personal Svcs	2,693.10	16,804.94	33,610.00	-16,805.06
1110.11 • Town Justice-Court Clerk	3,489.01	21,139.81	52,360.00	-31,220.19
1110.4 • Town Justice Contractual Exp	145.99	1,034.98	2,000.00	-965.02
1220.1 • Supervisor Personal Svcs	1,675.00	10,887.50	21,775.00	-10,887.50
1220.11 • Human Resource/Town Board Clerk	3,467.80	22,540.70	45,085.00	-22,544.30
1220.12 • Deputy Supervisor	223.08	1,450.02	2,900.00	-1,449.98
1220.2 • Supervisor Equipment	0.00	0.00	250.00	-250.00
1220.4 • Supervisor Contractual Exp	0.00	1,100.00	1,000.00	100.00
1340.1 • Budget Personal Svcs	416.67	2,500.02	8,500.00	-5,999.98
1355.1 • Assessor Personal Svcs	2,931.60	19,055.40	38,110.00	-19,054.60
1355.11 • Assessor Clerk	1,478.40	9,609.60	19,215.00	-9,605.40
1355.16 • Grievance Board Personal Svcs	325.00	325.00	500.00	-175.00
1355.2 • Assessor Equipment	0.00	0.00	250.00	-250.00
1355.4 • Assessor Contractual Exp	0.00	94.49	1,500.00	-1,405.51
1355.48 • Grievance Board Contractual Exp	65.75	65.75	250.00	-184.25
1380.4 • Fiscal Agent Fee	5,500.00	18,625.00	32,000.00	-13,375.00
1410.1 • Town Clerk Personal Svcs	4,156.60	27,017.90	54,045.00	-27,027.10
1410.11 • Deputy Town Clerk	3,101.00	20,156.50	40,305.00	-20,148.50
1410.2 • Town Clerk Equipment	0.00	0.00	250.00	-250.00
1410.4 • Town Clerk Contractual Exp	0.00	395.46	4,250.00	-3,854.55
1420.4 • Attorney Personal Svcs	2,880.00	32,418.81	35,000.00	-2,581.19
1440.4 • Engineer Contractual Exp	0.00	0.00	10,000.00	-10,000.00
1460.1 • Records Mgmt Personal Svcs	569.86	3,679.78	7,355.00	-3,675.22
1460.4 • Records Mgmt Contractual Exp	256.62	1,539.72	3,000.00	-1,460.28
1620.1 • Building Personal Svcs	1,437.31	9,571.08	34,075.00	-24,503.92

Town of Duanesburg-General Fund A
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
1620.2 · Buildings Equipment	0.00	0.00	250.00	-250.00
1620.4 · Buildings Contractual Exp	2,436.73	97,823.66	35,000.00	62,823.66
1640.4 · Central Garage Contractual Exp	364.92	12,978.10	20,000.00	-7,021.90
1660.4 · Central Storeroom C.E.	0.00	591.39	2,000.00	-1,408.61
1670.1 · Newsletter - Personal Services	0.00	96.84	0.00	96.84
1670.4 · Central Printing Contractual	2,685.84	8,345.72	17,000.00	-8,654.28
1680.2 · Data Processing Equipment	3,458.52	6,444.67	10,000.00	-3,555.33
1680.4 · Data Processing Contractual Exp	1,287.30	9,780.43	20,000.00	-10,219.57
1910.4 · Unallocated Insurance	1,231.50	105,671.23	105,000.00	671.23
1920.4 · Municipal Dues	0.00	45.00	2,200.00	-2,155.00
1990.4 · Contingency	0.00	0.00	14,000.00	-14,000.00
3020.4 · Dispatch Services	0.00	21,500.00	43,000.00	-21,500.00
3120.1 · Town Justice-Court Security	735.00	2,563.75	3,500.00	-936.25
3310.4 · Traffic Control	0.00	0.00	250.00	-250.00
3510.1 · Dog Control Personal Svcs	700.00	3,500.00	8,400.00	-4,900.00
3510.4 · Dog Control Contractual Exp	144.79	1,534.22	1,500.00	34.22
3650.4 · Demolition of Unsafe Bldg	0.00	0.00	750.00	-750.00
4020.1 · Registrar Personal Svcs	0.00	500.00	2,000.00	-1,500.00
4540.4 · Ambulance Contractual Exp	0.00	273,698.50	547,397.00	-273,698.50
5010.1 · Superintendent of Highways P.S.	5,019.00	32,623.50	65,250.00	-32,626.50
5010.11 · Superintendent of Highway Clerk	282.72	1,837.68	3,650.00	-1,812.32
5010.12 · Deputy Superintendent of HWY	297.42	1,784.52	3,569.00	-1,784.48
5010.13 · Consultant to Hwy Super.	0.00	0.00	0.00	0.00
5010.2 · Superintendent of Hwy Equipment	0.00	0.00	250.00	-250.00
5010.4 · Superintendent of Hwy C.E.	0.00	0.00	500.00	-500.00
6410.1 · Web Site Personal Svcs	0.00	500.00	2,000.00	-1,500.00
6410.4 · Web Site Contractual Exp	0.00	0.00	3,500.00	-3,500.00
7020.1 · Recreation Supervisor P.S.	0.00	0.00	4,100.00	-4,100.00
7110.1 · Parks Personal Svcs	3,755.66	24,158.60	32,800.00	-8,641.40
7110.2 · Parks Equipment	0.00	0.00	10,000.00	-10,000.00
7110.4 · Parks Contractual Exp	621.33	7,898.50	15,000.00	-7,101.50
7310.1 · Youth Program Personal Svcs	0.00	0.00	12,850.00	-12,850.00
7310.4 · Youth Program Contractual Exp	90.00	90.00	2,000.00	-1,910.00
7510.1 · Historian Personal Svcs	62.50	375.00	750.00	-375.00
7510.4 · Duanesburg Historian Society	0.00	3,000.00	3,000.00	0.00
7550.4 · Celebrations Contractual Exp	0.00	0.00	2,000.00	-2,000.00
8160.49 · Refuse & Garbage Haul & Treat	565.52	10,832.01	10,500.00	332.01
9010.8 · State Retirement	0.00	31,573.00	71,145.00	-39,572.00
9030.8 · Social Security	2,409.21	16,551.13	30,555.00	-14,003.87
9040.8 · Workers Compensation Ins.	0.00	8,392.50	10,500.00	-1,107.50
9060.8 · Health Insurance	3,718.98	31,776.16	46,500.00	-14,723.84
Total Expense	67,189.33	992,747.55	1,640,046.00	-687,298.45
Net Income	67,744.10	324,176.54	0.00	324,176.54

Town of Duanesburg
BALANCE SHEET
As of June 30, 2025

ASSETS	<u>B Outside Village Fund</u>
Current Assets	
Checking/Savings	
B Fund acct#4254	44,365.97
Health Ins HRA #2000	5,000.00
Total Checking	<u>49,365.97</u>
Other Current Assets	
0380 · Accts Rec'ble	-
0440 · Due from Other Govt's	-
0480 · Prepaid Expense	-
0391 · Due From Other Funds	75,265.96
Total Other Current Assets	<u>75,265.96</u>
Total Current Assets	<u>124,631.93</u>
TOTAL ASSETS	<u><u>124,631.93</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	-
Other Current Liabilities	-
0688 · Other Liabilities	-
0690 · Court Clearing Account	-
0630 · Due To Other Funds	224,184.82
Total Other Current Liabilities	<u>224,184.82</u>
Total Current Liabilities	<u>224,184.82</u>
Total Liabilities	<u>224,184.82</u>
Equity	
3900 · Retained Earnings	50,131.03
Net Income	(149,683.92)
Total Equity	<u>(99,552.89)</u>
TOTAL LIABILITIES & EQUITY	<u><u>124,631.93</u></u>

Town of Duanesburg-General Outside Village B Fund
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1120 · Sales Tax	0.00	0.00	119,815.00	-119,815.00
2110 · Zoning Variances	0.00	0.00	1,000.00	-1,000.00
2389 · Misc Revenue-other don't	0.00	0.00	2,500.00	-2,500.00
Expense				
2401 · Interest Income	102.79	690.24	500.00	190.24
2555 · Building Permits	1,800.00	10,055.00	25,000.00	-14,945.00
2680 · Insurance Recoveries	0.00	10,000.00	0.00	10,000.00
599 · Appropriated Fund Balance	0.00	0.00	50,000.00	-50,000.00
Total Income	1,902.79	20,745.24	198,815.00	-178,069.76
Expense				
8010.1 · Building Inspector	4,898.80	31,840.90	63,680.00	-31,839.10
8010.11 · Building Inspector's Clerk	1,478.40	9,609.60	19,215.00	-9,605.40
8010.13 · Zoning Board	1,369.92	8,904.48	18,750.00	-9,845.52
8010.14 · Zoning Board Personal Svcs	444.03	1,307.95	2,860.00	-1,552.05
8010.2 · Zoning Equipment	0.00	0.00	500.00	-500.00
8010.4 · Zoning Contractual Exp	65.23	1,418.64	4,500.00	-3,081.36
8010.44 · ZBA Expenses	0.00	0.00	250.00	-250.00
8010.47 · Zoning Attorney	0.00	594.00	1,000.00	-406.00
8020.13 · Planning Assistant	1,369.92	8,904.48	18,750.00	-9,845.52
8020.14 · Planning Board Personal Svcs	558.71	1,213.67	2,560.00	-1,346.33
8020.2 · Planning Equipment	0.00	0.00	250.00	-250.00
8020.4 · Planning Board-C.E.	0.00	502.55	500.00	2.55
8020.44 · Planning Board Expenses	0.00	0.00	500.00	-500.00
8020.47 · Planning Attorney	612.00	16,961.85	10,000.00	6,961.85
8780.4 · Broadband Improvements	0.00	52,216.00	0.00	52,216.00
9010.8 · State Retirement	0.00	19,856.00	40,000.00	-20,144.00
9030.8 · Social Security	1,103.80	7,163.91	13,500.00	-6,336.09
9040.8 · Workers Compensation Ins.	0.00	3,392.50	2,000.00	1,392.50
9060.8 · Health Insurance	1,117.63	6,542.63	0.00	6,542.63
Total Expense	13,018.24	170,429.16	198,815.00	-28,385.84
Net Income	-11,115.45	-149,683.92	0.00	-149,683.92

Town of Duaneburg
BALANCE SHEET
As of June 30, 2025

ASSETS		<u>DA Highway Town Wide</u>
Current Assets		
Checking/Savings		
DA Checking Acct#9913		254,558.04
Health Ins HRA #2000		10,000.00
Total Checking		<u>264,558.04</u>
Other Current Assets		
0380 · Accts Rec'ble		0.00
0440 · Due from Other Govt's		0.00
0480 · Prepaid Expense		0.00
0391 · Due From Other Funds		186,022.96
Total Other Current Assets		<u>186,022.96</u>
Total Current Assets		<u>450,581.00</u>
TOTAL ASSETS		<u>450,581.00</u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		0.00
Other Current Liabilities		
0688 · Other Liabilities		0.00
0690 · Court Clearing Account		0.00
0630 · Due To Other Funds		1,256.34
Total Other Current Liabilities		<u>1,256.34</u>
Total Current Liabilities		<u>1,256.34</u>
Total Liabilities		1,256.34
Equity		
3900 · Retained Earnings		453,001.16
Net Income		-3,676.50
Total Equity		<u>449,324.66</u>
TOTAL LIABILITIES & EQUITY		<u>450,581.00</u>

Town of Duanesburg-Highway Town Wide DA Fund
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 · Real Property Taxes	0.00	263,904.00	263,904.00	0.00
1120 · Sales Tax	0.00	0.00	100,000.00	-100,000.00
1289 · Other-Departmental Income	0.00	0.00	500.00	-500.00
2300 · Transportation Svcs	0.00	0.00	14,707.00	-14,707.00
2401 · Interest Income	537.10	3,715.69	8,000.00	-4,284.31
599 · Appropriated Fund Balance	0.00	0.00	50,000.00	-50,000.00
Total Income	<u>537.10</u>	<u>267,619.69</u>	<u>437,111.00</u>	<u>-169,491.31</u>
Expense				
5130.1 · Machinery Personal Svcs	0.00	0.00		
5130.2 · Machinery Equipment	3,887.00	31,833.00	25,000.00	6,833.00
5130.4 · Machinery Contractual Exp	33.33	37,117.86	45,000.00	-7,882.14
5142.1 · Snow Removal Personal Svcs	0.00	86,827.42	136,619.00	-49,791.58
5142.4 · Snow Removal Contractual Exp	0.00	54,173.50	36,000.00	18,173.50
9010.8 · State Retirement	0.00	21,121.00	42,242.00	-21,121.00
9030.8 · Social Security	0.00	6,642.42	12,750.00	-6,107.58
9040.8 · Workers Compensation Ins.	0.00	10,019.95	24,000.00	-13,980.05
9060.8 · Health Insurance	3,746.34	23,561.04	65,500.00	-41,938.96
9730.6 · BAN Principal	0.00	0.00	50,000.00	-50,000.00
9730.7 · BAN INTEREST	0.00	0.00	0.00	0.00
Total Expense	<u>7,666.67</u>	<u>271,296.19</u>	<u>437,111.00</u>	<u>-165,814.81</u>
Net Income	<u>-7,129.57</u>	<u>-3,676.50</u>	<u>0.00</u>	<u>-3,676.50</u>

Town of Duaneburg
BALANCE SHEET
As of June 30, 2025

DB Highway Outside Village

ASSETS

Current Assets

Checking/Savings

DB Checking Acct#3975

225,489.64

Health Ins HRA #2000

10,000.00

Total Checking

235,489.64

Other Current Assets

0380 - Accts Rec'ble

-

0440 - Due from Other Govt's

-

0480 - Prepaid Expense

-

0391 - Due From Other Funds

(421.57)

Total Other Current Assets

(421.57)

Total Current Assets

235,068.07

TOTAL ASSETS

235,068.07

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

-

Other Current Liabilities

0688 - Other Liabilities

-

0690 - Court Clearing Account

-

0630 - Due To Other Funds

298,676.40

Total Other Current Liabilities

298,676.40

Total Current Liabilities

298,676.40

Total Liabilities

298,676.40

Equity

3900 - Retained Earnings

73,636.61

Net Income

(137,244.94)

Total Equity

(63,608.33)

TOTAL LIABILITIES & EQUITY

235,068.07

Town of Duanesburg-Highway OV Part Town DB Fund
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1120 · Sales Tax	0.00	0.00	205,816.00	-205,816.00
1289 · Other-Departmental Income	0.00	0.00	500.00	-500.00
2300 · Transportation Svcs	0.00	0.00	14,707.00	-14,707.00
2401 · Interest Income	510.75	2,086.49	1,000.00	1,086.49
2770 · Unclassified	0.00	120.00		120.00
3501 · CHIPs	0.00	0.00	246,014.00	-246,014.00
599 · Appropriated Fund Balance	0.00	0.00	50,000.00	-50,000.00
Total Income	<u>510.75</u>	<u>2,206.49</u>	<u>517,837.00</u>	<u>-515,630.51</u>
Expense				
5110.1 · General Repairs Personal Svcs	17,854.73	35,688.55	117,187.00	-81,498.45
5110.4 · General Repairs Contractual Exp	4,487.47	5,501.40	50,000.00	-44,498.60
5112.2 · Capital Improvements	0.00	0.00	160,000.00	-160,000.00
5130.2 · Machinery Equipment	3,887.00	28,887.00	30,000.00	-1,113.00
5130.4 · Machinery Contractual Exp	8,123.61	11,086.98	30,000.00	-18,913.02
9010.8 · State Retirement	0.00	21,121.00	51,150.00	-30,029.00
9030.8 · Social Security	1,365.93	2,730.23	4,000.00	-1,269.77
9040.8 · Workers Compensation Ins.	0.00	10,019.94	10,000.00	19.94
9060.8 · Health Insurance	3,623.72	24,416.33	65,500.00	-41,083.67
Total Expense	<u>39,342.46</u>	<u>139,451.43</u>	<u>517,837.00</u>	<u>-378,385.57</u>
Net Income	<u>-38,831.71</u>	<u>-137,244.94</u>	<u>0.00</u>	<u>-137,244.94</u>

Town of Duanesburg
BALANCE SHEET
As of June 30, 2025

ASSETS

Current Assets

Checking/Savings

Fire -checking #9924

18,849.14

Total Checking

18,849.14

Other Current Assets

0380 · Accts Rec'ble

0.00

0440 · Due from Other Govt's

668.00

0461 · Service Award Program Assets

693,066.00

0391 · Due From Other Funds

0.00

Total Other Current Assets

693,734.00

Total Current Assets

712,583.14

TOTAL ASSETS

712,583.14

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

0.00

Other Current Liabilities

0688 · Other Liabilities

0.00

0690 · Court Clearing Account

0.00

0630 · Due To Other Funds

4,933.99

Total Other Current Liabilities

4,933.99

Total Current Liabilities

4,933.99

Total Liabilities

4,933.99

Equity

3900 · Retained Earnings

689,081.95

Net Income

18,567.20

Total Equity

707,649.15

TOTAL LIABILITIES & EQUITY

712,583.14

SF Fire Protection

Town of Duanesburg-Fire Districts
Profit & Loss Budget Performance
June 2025

	Jun 25	Jan - Jun 25	Annual Budget	\$ Over Budget
Income				
1001.46 · Real Prop. Tax FD-Quaker St.#1	0.00	153,587.01	153,587.00	0.01
1001.47 · Real Prop. Tax FD-Duanesburg#2	0.00	285,500.00	285,500.00	0.00
1001.48 · Real Prop. Tax-FPD#2 Mariaville	0.00	301,895.00	301,895.00	0.00
1001.49 · Real Prop. Tax-FPD#3 Combined	0.00	256,005.19	256,005.00	0.19
Total Income	0.00	996,987.20	996,987.00	0.20
Expense				
3410.46 · Fire Dist.-Quaker St.#1	0.00	153,587.00	153,587.00	0.00
3410.47 · Fire Dist.-Duanesburg#2	0.00	285,500.00	285,500.00	0.00
3410.48 · FPD#2 Mariaville	3,500.00	283,328.00	301,895.00	-18,567.00
3410.49 · FPD#3 Combined	0.00	256,005.00	256,005.00	0.00
Total Expense	3,500.00	978,420.00	996,987.00	-18,567.00
Net Income	-3,500.00	18,567.20	0.00	18,567.20

Town of Duanesburg
BALANCE SHEET
As of June 30, 2025

Lighting District #1, #2, #3

ASSETS

Current Assets

Checking/Savings

Lighting Dist 1 acct#1943	3,879.38
Lighting Dist 2 acct#1994	7,039.71
Lighting Dist 3 acct#2001	3,248.47

Total Checking	14,167.56
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Other Current Assets

0380 · Accts Rec'ble	0.00
0440 · Due from Other Govt's	0.00
0480 · Prepaid Expense	0.00
0391 · Due From Other Funds	33,570.00

Total Other Current Assets	33,570.00
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Total Current Assets	47,737.56
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TOTAL ASSETS	47,737.56
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LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	0.00
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Other Current Liabilities

0688 · Other Liabilities	0.00
0690 · Court Clearing Account	0.00
0630 · Due To Other Funds	4,100.06

Total Other Current Liabilities	4,100.06
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Total Current Liabilities	4,100.06
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Total Liabilities	4,100.06
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Equity

3900 · Retained Earnings	31,944.93
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Net Income	11,692.57
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Total Equity	43,637.50
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TOTAL LIABILITIES & EQUITY	47,737.56
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Town of Duaneburg-LD#1 Quaker St.
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 - Real Property Taxes	0.00	6,750.00	6,750.00	0.00
Total Income	0.00	6,750.00	6,750.00	0.00
Expense				
5182.4 - Lighting-Contractual	518.97	3,530.76	6,750.00	-3,219.24
Total Expense	518.97	3,530.76	6,750.00	-3,219.24
Net Income	-518.97	3,219.24	0.00	3,219.24

Town of Duanesburg-LD#2 Duanesburg
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 · Real Property Taxes	0.00	12,600.00	12,600.00	0.00
Total Income	<u>0.00</u>	<u>12,600.00</u>	<u>12,600.00</u>	<u>0.00</u>
Expense				
5182.4 · Lighting-Contractual	925.17	6,825.29	12,600.00	-5,774.71
Total Expense	<u>925.17</u>	<u>6,825.29</u>	<u>12,600.00</u>	<u>-5,774.71</u>
Net Income	<u>-925.17</u>	<u>5,774.71</u>	<u>0.00</u>	<u>5,774.71</u>

Town of Duaneburg-LD#3 Mariaville
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 - Real Property Taxes	0.00	5,850.00	5,850.00	0.00
Total Income	0.00	5,850.00	5,850.00	0.00
Expense				
5182.4 - Lighting-Contractual	442.61	3,151.38	5,850.00	-2,698.62
Total Expense	442.61	3,151.38	5,850.00	-2,698.62
Net Income	<u>-442.61</u>	<u>2,698.62</u>	<u>0.00</u>	<u>2,698.62</u>

Town of Duanesburg
BALANCE SHEET
As of June 30, 2025

Sewer District #1, #2, #3

ASSETS

Current Assets

Checking/Savings

Sewer Dist 1 acct#1844	327,541.37
Sewer Dist 2 acct#2668	274,832.56
Sewer Dist 3 acct#8041	622,946.67
HRA Health Ins #2000	5,000.00

Total Checking	1,230,320.60
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Other Current Assets

0380 · Accts Rec'ble	0.00
0440 · Due from Other Govt's	0.00
0480 · Prepaid Expense	0.00
0391 · Due From Other Funds	848,446.36

Total Other Current Assets	848,446.36
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Total Current Assets	2,078,766.96
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TOTAL ASSETS

	2,078,766.96
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LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable	0.00
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Other Current Liabilities

0688 · Other Liabilities	0.00
0690 · Court Clearing Account	0.00
0630 · Due To Other Funds	784,027.65

Total Other Current Liabilities	784,027.65
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Total Current Liabilities	784,027.65
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Total Liabilities	784,027.65
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Equity

3900 · Retained Earnings	1,081,736.90
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Net Income	213,002.42
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Total Equity	1,294,739.32
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TOTAL LIABILITIES & EQUITY	2,078,766.97
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Town of Duanesburg-Sewer District No. 1
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 · Real Property Taxes	0.00	323,016.00	323,016.00	0.00
2122 · Sewer Charges	0.00	0.00	1,000.00	-1,000.00
2401 · Interest Income	5.52	34.73	100.00	-65.27
599 · Appropriated Fund Balance	0.00	0.00	55,000.00	-55,000.00
Total Income	<u>5.52</u>	<u>323,050.73</u>	<u>379,116.00</u>	<u>-56,065.27</u>
Expense				
8110.2 · Sewer Equipment	0.00	0.00	250.00	-250.00
8110.40 · Sewer - Contractual	462.18	8,899.57	10,000.00	-1,100.43
8110.46 · Sewer Easement Fee	0.00	0.00	2,600.00	-2,600.00
8120.2 · Sanitary Sewers-Equip.	2,329.41	19,629.06	2,500.00	17,129.06
8120.42 · Sanitary Sewer-Pump Sta. Elec.	648.16	3,908.47	8,000.00	-4,091.53
8120.43 · Sanitary Sewer-R&M	114.60	4,798.65	12,000.00	-7,201.35
8130.1 · Sewage Treatment-Plant Operator	2,496.20	16,225.30	32,450.00	-16,224.70
8130.11 · Sewage Treatment-Backup Op.	1,877.40	12,203.10	24,404.00	-12,200.90
8130.13 · Sewage Treatment-Mtnc Tech.	1,873.20	12,175.80	24,355.00	-12,179.20
8130.2 · Sewage Treatment-Equipment	123.19	485.82	10,000.00	-9,514.18
8130.40 · Sewage Contract Generator Mtnc	2,675.27	16,687.38	25,000.00	-8,312.62
8130.42 · Sewage Treatment Plant Electric	2,838.40	16,627.02	20,000.00	-3,372.98
8130.43 · Sewage - R&M	0.00	707.14	4,000.00	-3,292.86
9010.8 · State Retirement	0.00	3,231.00	9,000.00	-5,769.00
9030.8 · Social Security	450.64	2,929.39	5,000.00	-2,070.61
9040.8 · Workers Compensation Ins.	0.00	4,592.50	3,200.00	1,392.50
9060.8 · Health Insurance	558.80	3,263.58	8,500.00	-5,236.42
9710.6 · Bond Debt - Principal	0.00	26,950.00	0.00	26,950.00
9710.7 · Bond Debt - Interest	0.00	10,383.10	0.00	10,383.10
9730.6 · BAN Principal	0.00	128,000.00	177,857.00	-49,857.00
9730.7 · BAN INTEREST	0.00	0.00	0.00	0.00
Total Expense	<u>16,447.45</u>	<u>291,696.68</u>	<u>379,116.00</u>	<u>-87,419.12</u>
Net Income	<u>-16,441.93</u>	<u>31,353.85</u>	<u>0.00</u>	<u>31,353.85</u>

Town of Duaneburg-Sewer District No. 2
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 · Real Property Taxes	0.00	299,175.00	299,175.00	0.00
2122 · Sewer Charges	0.00	0.00	1,000.00	-1,000.00
2401 · Interest Income	582.19	3,355.99	6,000.00	-2,644.01
599 · Appropriated Fund Balance	0.00	0.00	55,000.00	-55,000.00
Total Income	<u>582.19</u>	<u>302,530.99</u>	<u>361,175.00</u>	<u>-58,644.01</u>
Expense				
8110.2 · Sewer Equipment	0.00	0.00	250.00	-250.00
8110.40 · Sewer - Contractual	308.81	5,471.94	10,000.00	-4,528.06
8120.2 · Sanitary Sewers-Equip.	0.00	0.00	2,500.00	-2,500.00
8120.42 · Sanitary Sewer-Pump Sta. Elec.	934.29	4,654.30	11,000.00	-6,345.70
8120.43 · Sanitary Sewer-R&M	2,157.55	7,747.00	19,000.00	-11,253.00
8130.1 · Sewage Treatment-Plant Operator	1,747.36	11,357.84	22,715.00	-11,357.16
8130.11 · Sewage Treatment-Backup Op.	1,314.20	8,542.30	17,085.00	-8,542.70
8130.13 · Sewage Treatment-Mtnc Tech.	1,311.24	8,523.06	17,050.00	-8,528.94
8130.2 · Sewage Treatment-Equipment	4,607.63	10,775.34	10,000.00	775.34
8130.40 · Sewage Contract Generator Mtnc	239.70	7,517.52	25,000.00	-17,482.48
8130.42 · Sewage Treatment Plant Electric	2,685.38	14,707.91	30,000.00	-15,292.09
8130.43 · Sewage - R&M	0.00	2,000.76	4,000.00	-1,999.24
9010.8 · State Retirement	0.00	3,218.00	6,750.00	-3,532.00
9030.8 · Social Security	315.40	2,060.27	3,825.00	-1,774.73
9040.8 · Workers Compensation Ins.	0.00	2,975.25	2,000.00	975.25
9060.8 · Health Insurance	391.18	2,284.62	6,000.00	-3,715.38
9710.6 · Bond Debt - Principal	0.00	13,932.56	0.00	13,932.56
9710.7 · Bond Debt - Interest	0.00	6,599.58	0.00	6,599.58
9730.6 · BAN Principal	0.00	0.00	174,000.00	-174,000.00
9730.7 · BAN INTEREST	0.00	0.00	0.00	0.00
Total Expense	<u>16,012.74</u>	<u>112,358.25</u>	<u>361,175.00</u>	<u>-248,816.75</u>
Net Income	<u>-15,430.55</u>	<u>190,172.74</u>	<u>0.00</u>	<u>190,172.74</u>

Town of Duaneburg-Sewer District No. 3
Profit & Loss Budget Performance
June 2025

	<u>Jun 25</u>	<u>Jan - Jun 25</u>	<u>Annual Budget</u>	<u>\$ Over Budget</u>
Income				
1001 · Real Property Taxes	0.00	114,736.00	114,735.00	1.00
2122 · Sewer Charges	1,050.00	1,050.00	1,000.00	50.00
2401 · Interest Income	10.26	62.90	150.00	-87.10
599 · Appropriated Fund Balance	0.00	0.00	55,000.00	-55,000.00
Total Income	<u>1,060.26</u>	<u>115,848.90</u>	<u>170,885.00</u>	<u>-55,036.10</u>
Expense				
8110.2 · Sewer Equipment	0.00	0.00	250.00	-250.00
8110.40 · Sewer - Contractual	138.50	1,891.18	5,000.00	-3,108.82
8110.46 · Sewer Easement Fee	0.00	0.00	598.00	-598.00
8120.2 · Sanitary Sewers-Equip.	0.00	0.00	1,000.00	-1,000.00
8120.42 · Sanitary Sewer-Pump Sta. Elec.	133.35	2,097.64	6,000.00	-3,902.36
8120.43 · Sanitary Sewer-R&M	0.00	511.79	8,000.00	-7,488.21
8130.1 · Sewage Treatment-Plant Operator	748.88	4,867.72	9,735.00	-4,867.28
8130.11 · Sewage Treatment-Backup Op.	563.20	3,660.80	7,320.00	-3,659.20
8130.13 · Sewage Treatment-Mtnc Tech.	561.96	3,652.74	7,305.00	-3,652.26
8130.2 · Sewage Treatment-Equipment	36.80	4,532.04	5,000.00	-467.96
8130.40 · Sewage Contract Generator Mtnc	799.11	5,447.40	5,000.00	447.40
8130.42 · Sewage Treatment Plant Electric	918.64	5,037.30	11,250.00	-6,212.70
8130.43 · Sewage - R&M	0.00	336.77	4,000.00	-3,663.23
9010.8 · State Retirement	0.00	0.00	2,225.00	-2,225.00
9030.8 · Social Security	135.20	878.87	1,650.00	-771.13
9040.8 · Workers Compensation Ins.	0.00	1,718.25	1,300.00	418.25
9060.8 · Health Insurance	167.65	979.13	2,750.00	-1,770.87
9710.6 · Bond Debt - Principal	0.00	85,660.00	0.00	85,660.00
9710.7 · Bond Debt - Interest	0.00	3,101.44	0.00	3,101.44
9730.6 · BAN Principal	0.00	0.00	92,502.00	-92,502.00
Total Expense	<u>4,203.29</u>	<u>124,373.07</u>	<u>170,885.00</u>	<u>-46,511.93</u>
Net Income	<u>-3,143.03</u>	<u>-8,524.17</u>	<u>0.00</u>	<u>-8,524.17</u>

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. -2025

July 24, 2025

WHEREAS the Town of Duanesburg has two Fire Protection Districts (FPD), FPD 2 which is served by Mariaville VFC and FPD 3 which is served by the Village of Delanson VFC, the Village of Esperance VFC and the Burtonsville VFC;

WHEREAS the Town Board of the Town of Duanesburg contracts each year with these companies to provide emergency response and fire fighting services in the FPD 2 and 3;

WHEREAS the Town Board is establishing a volunteer, advisory Committee to assist the Town Board in evaluating the boundaries of the service areas within the FPDs, whether or how the FPDs could be converted to a Commissioned District or Districts, and operations within the FPDs;

NOW THEREFORE BE IT RESOLVED that the Town Board hereby appoints a volunteer, advisory Committee to the Town Board to be known as the Fire Protection Districts Committee and appoints Jeff Hoffmann, Kevin Morrison, Matt Deffer, Ken Labelle, Eric Thaczyk, Scott Bukowski, Bobby Joe Billetdoux, Walt Herderich and Dale Warner to the Committee. Mike Santulli, Town Board member, will serve as a member of the Committee and Liaison to the Town Board.

By unanimous/majority vote of the Town Board of the Town of Duanesburg at its regular meeting of July 24, 2025.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. -2025

July 24, 2025

Whereas the Town of Duanesburg Sewer District no. 1 is required to have a Chemical Bulk Storage Inspection and Report by a qualified engineer to provide to NYSDEC; and

Whereas the attached lump sum proposal by KB Engineering & Architecture P.C. will enable the Sewer District no. 1 to comply with the requirements;

Now Therefore be it resolved that the Town Supervisor is authorized to enter into the attached professional services contract with KB to undertake the Chemical Bulk Storage inspection and to submit the report to the NYSDEC as required by State law.

By unanimous/majority vote of the Town Board of the Town of Duanesburg at its regular meeting of July 24, 2025.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

William Wenzel	Yea	Nay	Abstain
Michael Santulli	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain
Diane Grant	Yea	Nay	Abstain
Nicholas Passonno	Yea	Nay	Abstain

July 17, 2025

Chris Parslow, Town Planner
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

**Re: Town of Duanesburg
Duanesburg/Delanson Sewer District No. 1
Annual CBS Inspection & Report
Proposal for Engineering Services**

Dear Mr. Parslow:

We are pleased to provide this proposal for engineering services to prepare the Annual Chemical Bulk Storage Spill Prevention Report for the Duanesburg/Delanson Sewer District #1 WWTP. We propose the following scope of engineering services:

A. Base Services

1. KB Engineering will perform a site inspection of the chemical bulk storage tank and chemical transfer area this year, prior to the September 17th deadline. The Town shall provide access to the wastewater treatment plant.
2. KB Engineering will discuss any operational changes that may have occurred during the year with the plant operator and take photos of the facilities.
3. The Town will supply copies of the daily visual tank inspection logs and a copy of the current tank registration certificate to KB Engineering.
4. KB Engineering will prepare the Annual Report and provide three (3) bound copies to the Town. The Town Supervisor shall sign the certification page and submit this page along with the report cover and table of contents to NYSDEC.

B. Fee

We propose to provide the aforementioned services for a lump fee not to exceed **\$3,300.00**, which will be billed monthly on a percentage complete basis.

C. Exceptions and Limitations – none.

D. Additional Services

Additional projects and services will be the subject of a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Proposal and which in our judgement do not rise to the level of a Change Order or require a new proposal, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our standard rates, plus expenses. All such services will be subject to the terms of this Proposal, including KB Engineering's Standard Terms and Conditions, attached hereto.

E. Access to Client Facilities.

In providing the Services, KB Engineering may from time to time need to test, access, or use the Client's systems, applications, or hardware (collectively, "Client Network"). Client shall provide KB Engineering in advance of the commencement of the affected Services with a copy of Client's safety, security, and facilities policies which are applicable to the use of, and access to, the Client Network and KB Engineering shall use commercially reasonable efforts to abide by such communicated policies as appropriate under the circumstances. If compliance with such policies will prevent or impair KB Engineering from performing the Services or its obligations under this Agreement, the Parties shall work in good faith to develop reasonable exceptions to such policies. If such exceptions cannot be agreed upon, the applicable Statement(s) of Work will be modified to excuse KB Engineering's performance of the affected Services. If KB Engineering's adherence to Client's policies increases KB Engineering's costs of providing the Services, KB Engineering shall notify Client of the foregoing and Client shall pay KB Engineering for the increased costs associated with adherence to such policies.

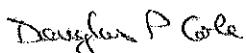
F. Terms & Conditions

Our work under this Proposal shall be performed in accordance with KB Engineering's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein.

If you agree with this Proposal, please return an executed copy of this Proposal. If you have any questions, please feel free to contact me. We appreciate the opportunity to provide engineering services for the Town of Duaneburg. Thank you for considering us for this work, and if you have any questions or need anything further, please contact me at your convenience.

Sincerely,

KB Engineering & Architecture, P.C.



Douglas P. Cole, P.E.
Senior Director of Engineering

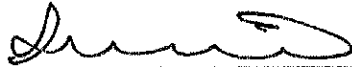
Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF DUANESBURG:

William Wenzel, Supervisor

DATE: _____

AGREED TO BY KB ENGINEERING &
ARCHITECTURE, PC:



Kumar Buvanendaran, PE – President & CEO

DATE: 7/17/2025

1. General Provisions. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between Jacobi Toombs and KB Engineering & Architecture PC ("KB") and the entity or person to whom the proposal is addressed ("Client") to perform the base services as outlined in the proposal ("Services"). Any services excluded from the proposal shall not be part of the Services unless added per Section 2 of this Agreement. The Client acknowledges receipt of and accepts these ST&C by receiving the proposal. Client agrees that these ST&C shall supersede any Client terms and conditions whenever signed by KB unless the Client provides written notice to KB's authorized representative within five days of the proposal date explicitly rejecting these ST&C. Any purported changes or modifications to these ST&C shall be null and void unless they are initialed and dated adjacent to the purported change or modification by an authorized KB representative. The Client agrees that upon its authorization to proceed to KB, these ST&C shall supersede any subsequent Client terms and conditions signed by KB. KB and Client may be referred to collectively herein as "the Parties," and any of them may be called "a Party." The technical and pricing information in the proposal is confidential and proprietary property of KB. It shall not be disclosed or made available to third parties without the prior express written consent of KB. Unless otherwise specified in the proposal, the proposal fees and schedule constitute KB's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may necessitate revisions in scope and fee. KB will inform the Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith in accordance with Section 2 of this Agreement.

2. Modification or Amendment to this Agreement. Additional services may be undertaken at KB's sole discretion. This Agreement may only be changed, amended, supplemented, superseded, or waived if both parties specifically agree in writing to such amendment before the effective date.

3. Independent Contractor. KB is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or establish an employer/employee or principal/agent

relationship between KB and Client or its subcontractors or consultants. Client agrees that KB has been engaged to provide professional services only, and that KB does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement.

4. Standard of Care. KB's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Nothing in this Agreement, the Client's terms and conditions or any other document will require a level of performance higher than this Standard of Care. No other warranty of any kind (including but not limited to fit for purpose and free from defect type warranties), whether express or implied, at common law or created by statute, is extended, made, or intended by the performance of KB's Services under the Agreement for this project.

5. Invoicing and Payment. KB fees are quoted for the present calendar year of the proposal and will be subject to escalation on January 1st each year thereafter as determined by KB in its sole discretion. The Client shall pay KB according to the rates and charges outlined in the proposal. Invoices are net cash, due and payable upon receipt, but no later than thirty (30) days from the invoice date. Full payment of all invoices will be due before the release of any Work Product. Payment shall not be subject to any withholding or retention except for disputed fees. In writing, the Client shall notify KB of any disputed fees within seven (7) days from the invoice date, give reasons for the objection, and promptly pay the undisputed fees. If the Client fails to make any payment due to KB for Services and expenses within thirty (30) days after receipt of KB's invoice, the fees due KB will be increased at the rate of 1.5% per month from said thirtieth day. In addition, KB may suspend Services under this Agreement upon written notice to Client for any breach of this Agreement, including nonpayment of KB's fees. In the event of a suspension of Services, KB shall have no liability or responsibility to the Client for delay or damage caused to the Client because of such suspension of Services. Upon suspension, Client shall pay all undisputed fees before KB continues any performance of Services or delivery of any

deliverables. The Client shall pay KB any reasonable fees or expenditures incurred to suspend and restart Services. If KB employs the services of any attorney or collection agency to collect any sums due hereunder or to enforce any terms contained herein. In that case, Client agrees to pay KB for its staff time to collect payment, collection agency fees, reasonable attorney's fees, and court costs incurred by KB to collect outstanding fees.

6. Client Scope Changes and Delays. Singular or aggregate Client scope changes in the design or Client delays to the design may result in additional fees and schedule relief. The Client agrees that changes and modifications to the design after thirty percent (30%) design completion may result in additional fees and schedule relief. Any fee and schedule changes shall be made per Section 2 of this Agreement.

7. Right of Entry. The Client shall be responsible for obtaining all legal right-of-entry and associated costs on properties required by the project.

8. Reliance. KB shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for KB's independent verification unless required by the Standard of Care. Client agrees to indemnify, defend, and hold harmless KB to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by KB or others due to KB's reliance on such information contemplated under this Section.

9. Regulatory Permits. KB does not represent or guarantee that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. The fees and corresponding scope of Services have been formulated based upon existing regulatory codes, ordinances, and procedures known to KB on the date of proposal preparation. If subsequent regulatory changes require revisions to Services completed or an increased level of effort, compensation for these additional services shall be provided in accordance with Section 2 herein. This Agreement does not include application fees required by any regulatory

agency. We ask that the Client furnish the appropriate fee when applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon the Engineer of Record inspection and certification of construction. If such a condition is imposed, progress and final inspections must be provided by KB. Compensation for this additional work shall be provided by Section 2 herein.

10. Insurance. KB will maintain workers' compensation insurance as required under the state's laws in which the Services will be performed. KB agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming client as additional insured; Professional Liability insurance for \$1,000,000 per claim and \$2,000,000 in the aggregate covering negligent performance of Services; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish certificates of insurance to Client reflecting KB's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

11. Confidentiality. KB will hold confidential all business and technical information obtained from Client or generated in performing Services under this Agreement, except to the extent required for: (1) performance of Services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of KB against claims or liabilities arising from the performance of Services under this Agreement. KB's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

12. Work Product. Upon Client's payment of all fees due and owing KB, ownership of KB's final deliverables, drawings, specifications and other documents and electronic data furnished by KB under this Agreement ("Work Product") shall pass to Client subject to the following limitations: Client acknowledges and agrees that: (i) KB's Work Product is not intended or represented to be suitable for use

on the Project unless completed and signed by KB's authorized representative; (ii) Work Product marked with words such as not for construction, permitting plans, or marked with any similar statement is not suitable for construction and Client may not rely on this Work Product for construction purposes and does so at its own risk; (iii) regardless of any state or local law or regulation, Client agrees that KB shall no longer be the Engineer or Architect of Record, and shall have no liability whatsoever, for KB's Work Product, obtained without KB's permission, from any public record, or by the Client in accordance with this section, provided to a third party for use on the Project or any other project; (iv) KB's Work Product is not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by KB; (v) any such use, reuse or modification of KB's Work Product will be at Client's and others sole risk and without liability or legal exposure to KB; (vi) Client shall indemnify, defend and hold harmless KB and its owners and employees from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of KB's Work Product; and (vii) Client shall grant to KB an irrevocable, perpetual, fully paid-up right and license to use, exploit, manufacture, distribute, copy, adapt and display the Work Product, including any enhancements thereof. Any opinions rendered by KB pursuant to this Agreement or in Work Product are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of KB.

13. Termination of Services and Agreement.

Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party. Whether Client or KB terminates this Agreement, the Client agrees to compensate KB for all Service fees and additional services agreed hereunder, performed, and commitments made before the termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors.

14. Indemnification. Subject to Section 19 of this Agreement, KB shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by KB's negligent performance of services under this Agreement. The

Client shall indemnify and hold KB harmless from any loss or damage caused by the Client's acts or omissions.

15. Mutual Waiver of Consequential Damages. In no event shall either Party be liable to the other, whether in contract, tort, or any other cause whatsoever, for any consequential, liquidated damages, special, incidental, indirect, punitive, or exemplary damages, and the Parties release each other from any such liability.

16. Design Services During Construction (DSDC).

If KB provides DSDC during the construction phase of the project, it is understood that the purpose of such Services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. KB shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall KB have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. KB does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If KB's DSDC includes shop drawing review or requests for information as outlined in KB's Services, KB will review (or take other appropriate action concerning) shop drawings, samples, and other data that KB's Services require KB to review, but only for conformance with KB's design concept of the project and compliance with the information outlined in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products), construction, or safety precautions and programs incident thereto. KB's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of

constructions, including safety of construction. If DSDC is not included in the Services, and the Client requests DSDC from KB, Client and KB shall execute a written amendment per Section 2 of this Agreement.

17. Certifications. KB shall not be required to sign any documents, no matter by whom requested, including for the Client to obtain financing, that would result in KB's having to exceed the Standard of Care, or provide certification, a guarantee, or a warranty that a contractor or third party's work on the project conforms to the contract documents, or agree to terms that conflict with these ST&C.

18. Opinion of Possible Costs. When required as part of its scope of Services outlined in its proposal, KB will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of possible cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by KB hereunder will be made based on KB's experience and qualifications. They will represent KB's judgment per the Standard of Care. Except to the extent directly caused by a breach of the Standard of Care, KB is not responsible for and has no liability for quantity variances. The Client will not seek reimbursement from KB for costs arising from or related to such variances. Client acknowledges and agrees that: (i) the interim Work Product prepared and delivered by KB for the project are preliminary, not fully detailed, subject to change, and not ready for construction; (ii) Client is responsible for pricing assumptions and quantity take-offs; and (iii) KB does not guarantee or warrant that its designs can be constructed within a lump sum price, GMP, contract budget, or other estimated or bid value.

19. Risk Allocations. Client and KB have discussed the project's risks, rewards, anticipated outcome, and an estimated total fee for KB's scope of Services and fully agree to the following risk allocations. To the fullest extent permitted by law, KB's total liability to Client (including anyone claiming by or through Client) for damages of any nature shall not exceed, KB's insurance coverage set forth in Section 10 of these Standard Terms & Conditions, whether in contract, tort, or any other cause.

20. Force Majeure. If either party is prevented, hindered, or delayed in performing any of its

obligations hereunder because of a Force Majeure occurrence, such party shall notify the other party, in writing, of the occurrence of such an event and the circumstances thereof within five (5) days after the occurrence of such an event. The civil code or common law in the jurisdiction where the project is located shall define Force Majeure. To the extent that a party's performance of its obligations hereunder is prevented, hindered or delayed by an event of Force Majeure and to the extent that notice has been given to the other party, such party shall be excused as of the date of occurrence of the event of Force Majeure from the performance or punctual performance of its obligations hereunder for so long as the relevant event of Force Majeure continues.

21. Certificate of Merit: Client shall make no claim (whether directly or in the form of a third-party claim) against KB unless Client shall have first provided KB with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such a certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to KB thirty (30) days before the institution of such judicial proceedings.

22. Dispute Resolution. If a dispute arises out of this Agreement or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, before initiating legal proceedings, Client and KB agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in their costs, and neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

23. Precedence. These ST&C shall take precedence over and supersede any Client counterproposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

24. Severability. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

25. Survival. These ST&C shall survive the completion of KB's Services on the project, the suspension or termination of Services for any cause, and shall remain in full force and effect until KB is paid in full for all fees due hereunder.

26. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the state where the project is located, without regard to conflict of laws. All disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the state where the project is located. If Client commences any legal action in connection with this Agreement, and KB prevails in such action, KB shall be entitled to recover, in addition to court costs, the amount of its reasonable attorneys' fees arising out of or related to the legal action, including consultant and expert's fees.

27. Assignment. This Agreement is not assignable by Client to any third party without the express prior written consent of KB. KB may assign this contract to any affiliate, subsidiary, or, in case of an acquisition or merger, the buyer, upon written notice to client.

28. No AI Training. The client may not use KB's Work Product, related documents, or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms, or systems.

29. Construction Means, Methods, and Safety. KB is not responsible for selecting, supervising, directing, controlling, or otherwise being in charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the failure of Client, its contractor, engineers, architect, subcontractors, or other materialmen or service providers not engaged by KB to perform and complete construction of the project per the contract documents.

31. Compliance with Laws. In the event that standards of practice or legal requirements change during the project, KB shall promptly notify the Client of such changes and any additional costs that this may create, both in the Project cost itself and the compensation due to KB.

32. Headings. Section or paragraph headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.