

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



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

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, June 23, 2022

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 9, 2022

*Please note for the record that there was a change in the attachment to the MCJ Pay Requisition. The resolution and the pay amount remained the same.

Payment of Claims

Committee Reports

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

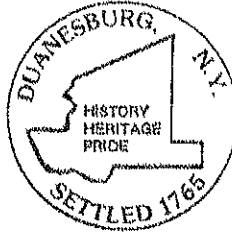
Business Meeting:

1. Motion to introduce Local Law 2 of 2022 entitled, "A Local Law Establishing a Local Government Code Enforcement Program".
2. Motion to approve and authorize the Town Supervisor to execute the Master Services Agreement with Omnis

Privilege of the Floor:

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

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



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

Thursday June 9, 2022
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Wenzel, Council Members Ganther, Potter and Grant, Town Clerk Jen Howe, Town Attorney Teresa Bakner via Zoom **Absent:** Council Member Lucks

Pledge of Allegiance

Resolution 67-22: Council Member Potter motioned, seconded by Council Member Grant to approve the Regular Town Board Meeting minutes of Thursday, May 26, 2022.
Motion carried, 4 ayes

Town Clerk, Jennifer Howe, read the Town Clerk's Report for May 2022 (see attached).

Resolution 68-22: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:
Motion carried, 4 ayes

Vouchers to be Paid

June 9, 2022

General Fund:	\$229,928.34
Highway Fund:	\$7,792.01
Lighting District #1:	\$229.31
Lighting District #2:	\$440.26
Lighting District #3:	\$201.79
SD#1 Fund:	\$4,035.11
SD#2 Fund:	\$3,257.52
SD#3 Fund:	\$777.80
<hr/>	
Total To Be Paid:	\$246,662.14

Highway: Highway Superintendent Reed reported that we loss the use of our dump trailer. It is no longer road worthy and not worth being fixed. Still waiting on parts for our two dump bodies. Next week we will start mowing. We finally got tires for the tractor, had to switch to a different ply due to supply issues.

Public Safety: Supervisor Wenzel reported that some of the outstanding contracts will be signed this week, resolved, and taken care of.

Parks: Supervisor Wenzel reported that they had a meeting on Tuesday. The staffing for the youth program at the park is pretty well squared away and we will be talking about that in our business meeting portion. We did have some funding available, and we did purchase some playground equipment. The pavilion ceiling at Van Patten Park will be enclosed by our personnel. The Disc Golf is nearing completion of the tees. We will be having a small open house once it is complete.

Sewer District #1, 2 & 3: Council Member Ganther reported that they finished a I&I inspection over on Quaker Lane and they believe they found a break where water is infiltrating the system near 177 Quaker Lane. They haven't determined if it is our problem or the homeowners it is right on the property line. They have scheduled to have Tim Flower come out and dig the site up. But before they dig, they have to get a permit from the county, and we have to do an 811 search to make sure we are not going to hit anything when we start digging. Over on Mariaville Rd. they found someone with a water softener that was connected to our sewer system, so we are having that disconnected and having that rerouted to a sub pump. Bill Brown gave an update on the projects: At the Delanson plant we are closing out the capital projects, the long-term improvements there. That project involved to contracts, the general contract, and the electrical contract. We are looking to declare substantial completion on the general contract and the electrical contract. We are also looking to improve the change order on the general contract. We have a conference call on Monday with EFC to close out the short-term financing and turn into the long-term bond. Rozell is starting to work on the UV system.

Technology: Council Member Ganther reported that we have a Broadband Committee meeting on June 14th at 6:30 here at town hall. Also available vis Zoom and is open to the public.

Other: Supervisor Wenzel expressed our condolences to the Hoffmann family on the passing of Richard Hoffmann. He was a lifetime resident of the town, had been active in the school board, active dairy farmer, not at all a stranger to be at our town board meetings. Our condolences to the family we were very sorry to hear about his passing.

Business Meeting:

Resolution 69-22: Council Member Ganther motioned, seconded by Council Member Potter to approve MCJ Change Order No. 3 in the amount of \$20,408.22 and Invoice No. 8 in the amount of \$33,813.24.

Motion carried, 4 ayes

Resolution 70-22: Council Member Potter motioned, seconded by Council Member Grant to approve Brunswick Change Order No. 1 in the amount of \$27,833.62.

Motion carried, 4 ayes

Resolution 71-22: Council Member Grant motioned, seconded by Council Member Ganther to accept the resignation of Chris Menzies as an employee of the Town of Duanesburg as part of the Wastewater Treatment Team.

Motion carried, 4 ayes

Resolution 72-22: Council Member Ganther motioned, seconded by Council Member Potter to appoint Alan Livengood as an employee of the Town of Duanesburg as part of the Wastewater Treatment Team to be employed at a pay rate of \$19.00 an hour.

Motion carried, 4 ayes

Resolution 73-22: Council Member Potter motioned, seconded by Council Member Grant to accept the resignation of April Kellerman as the Chairperson of the Hometown Heroes Banner Program.

Motion carried, 4 ayes

Resolution 74-22: Council Member Grant motioned, seconded by Council Member Ganther to appoint Deanna Fox as the Chairperson of the Hometown Heroes Banner Program.

Motion carried, 4 ayes

Resolution 75-22: Council Member Ganther motioned, seconded by Council Member Potter to appoint the following Counselors for the 2022 Summer Park Program: Paulina Ostrander, Erin Johnson, Olivia Cervera, Tyler Howe, Lorelei Benson, Stella Hyde and Ella Raymond. Sophia LeClair as a Substitute Counselor. Kristen Johnson as Senior Counselor.

Motion carried, 4 ayes

Resolution 76-22: Council Member Potter motioned, seconded by Council Member Grant to appoint Barbara Powles as Clerk to the Town Justices.

Motion carried, 4 ayes

Privilege of the Floor:

Lynne Bruning of Duanesburg Rd. read statement. See attached.

Council Member Grant motioned, seconded by Council Member Ganther to adjourn. 7:36 pm

I, Jennifer Howe, Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday June 9, 2022.

DRAFT

Account#	Account Description	Fee Description	Qty	Local Share
		Park Rental Fee	1	40.00
	Building Permit Renewal	Building Permit Renewal	1	50.00
	Marriage License Fee	Marriage License Fee	4	70.00
	Misc. Fees	Certified Copies - Death	20	200.00
	Operating Permit	Operating Permit	2	60.00
		Sub-Total:		\$420.00
2122	Connection Fee	Connection Fee	1	1,000.00
		Sub-Total:		\$1,000.00
A1255	Conservation	Conservation	9	13.26
		Sub-Total:		\$13.26
A2544	AFTER 30 DAYS	AFTER 30 DAYS	1	5.00
	Dog Licensing	Female, Spayed	15	210.00
		Female, Unspayed	3	66.00
		Male, Neutered	15	210.00
		Male, Unneutered	7	154.00
		Replacement Tags	1	5.00
		Sub-Total:		\$650.00
B2555	Building Permits	Building Permits	11	1,860.00
	Other Permits	Other Permits	1	30.00
		Sub-Total:		\$1,890.00
Total Local Shares Remitted:				\$3,973.26
Amount paid to: NYS Ag. & Markets for spay/neuter program				60.00
Amount paid to: NYS Environmental Conservation				226.74
Amount paid to: State Health Dept. For Marriage Licenses				90.00
Total State, County & Local Revenues:			\$4,350.00	
		Total Non-Local Revenues:		\$376.74

To the Supervisor:

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

Supervisor

Date

Town Clerk

Date

Town of Duanesburg Town Board

RESOLUTION NO. 69 - 2022

June 9, 2022

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

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

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

WHEREAS, MCJ has submitted and Delaware Engineering has approved the attached invoice for pay request number 8 in the amount of \$33,813.24; and

WHEREAS, the Town Board finds the work from MCJ to be sufficient and substantially completed; and

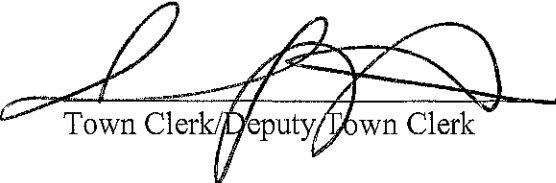
WHEREAS, the Town Board has reviewed the suggested minor improvements proposed by Delaware Engineering for MCJ to perform including, adding an additional controller, replacing an existing blower, installing an emergency overflow, and replacing a section of chain railing; and

WHEREAS, the Town Board has reviewed the attached, proposed MCJ Change Order # 3 for the additional minor work in the amount of \$20,408.22; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board finds that the work completed by MCJ is sufficient and substantially completed; approves the attached MCJ Change Order # 3 in the amount of \$20,408.22; approves the attached MCJ invoice (pay request number 8) in the amount of \$33,813.24 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the MCJ invoice and upon receipt of such funds authorizes payment to MCJ in the amount of \$33,813.24 for pay request number 8.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its Town Board meeting of June 9, 2022.


William Wenzel, Supervisor


Town Clerk/Deputy Town Clerk

Present: Council members Ganther, Grant & Potter, Supervisor Wenzel
Absent: Council member Lucks

Town Board Members:

Dianne Grant	<input checked="" type="radio"/> Yea	Nay	Abstain
John Ganther	<input checked="" type="radio"/> Yea	Nay	Abstain
Rick Potter	<input checked="" type="radio"/> Yea	Nay	Abstain
William Wenzel	<input checked="" type="radio"/> Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain Absent



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

May 3, 2022

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

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

Subj: Change Order #3
Contract No. TD1-G-20 - General

Dear Supervisor Wenzel:

We have reviewed quotes from MCJ Construction LLC, the contractor for the subject project to perform additional requested work at the conclusion of the project. There remains contingency funds available in the project budget to fund this work if the Board elects.

In review of plant operations with Town staff additional improvements are recommended to improve plant safety and overall system efficiency. These items are notably:

- Add an additional controller on the new EQ pump panel to allow for operation of the pumps at the panel, without having to go to one of the buildings where the central SCADA panels are located.
- Replace an existing blower which supplies air to the clear well. The clear well is the water source for the non-potable that services the new mechanical screen. The existing blower is not currently operable.
- Install an emergency overflow in the new EQ tank, to match existing tanks at the WWTP
- Replace a section of chain railing with a rigid section of railing. The chain railing is in place to allow for periodic removal to allow for removal of screenings and dropping into a dumpster below. This will be an infrequent operation, a rigid railing will be safer in this area. It will be removable to allow for the periodic screenings removal.

MCJ Construction, the general contractor, has provided a proposal to install these improvements for the cost of \$20,408.22. The revised contract total would therefore be \$1,097,304.84. There are sufficient funds in the project contingency budget to cover this cost.

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

Attached for your files are the following items:

- Change Order #3 along with supporting documentation

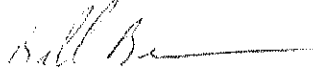
Please contact me if you have any questions.

Other New York Offices:

• Albany • Goshen • Liberty • Monticello • Red Hook • Walton
www.delawareengineering.com

Respectfully,

DELAWARE ENGINEERING, D.P.C.

A handwritten signature in dark ink, appearing to read "Bill Brown", with a long horizontal flourish extending to the right.

Bill Brown, P.E.

P:\Duanesburg (T)\SDI\Long Term Improvements\Construction\pay apps\General\CO\#3\TD1-G-20 CO3 cl 5-3-22.doc

Enclosures

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

CHANGE ORDER

ALA DOCUMENT G701

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

PROJECT: (name, address)	DELANSON WWTP LONG TERM IMPROVEMENTS TOWN OF DUANESBURG	CHANGE ORDER NUMBER:	3
TO CONTRACTOR: (name, address)	MCJ CONSTRUCTION LLC 777 BUNKER HILL ROAD MAYFIELD, NY 12117	DATE:	3-May-22
		ARCHITECT'S PROJECT NO:	TD1-G-20
		CONTRACT DATE:	5-Feb-21
		CONTRACT FOR:	General Construction

The Contract is changed as follows:

Change Order No. 3 includes additional charges to complete additional improvements at the completion of the project

COI-G-1:

Additional improvements to improve site safety and system efficiency.

Additional railing will be installed on the new EQ building walkway, to cover an opening in the railing that has a chain across it now. The opening was installed to allow disposal of screenings. A solid removable railing will be installed in place of the chain to provide a safer walkway area.

An existing blower that supports the clearwell will be replaced. The clearwell provides the non potable water for the fine screen.

An emergency overflow will be installed in the new EQ tank

Pump control panel will have an additional local controller installed

(See attached sheet for description of changes)

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

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	999,000.00
Net change by previously authorized Change Orders.....	\$	77,896.62
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	1,076,896.62
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	20,408.22
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	1,097,304.84

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by 30 () days
The date of Substantial Completion as of the date of this Change Order therefore is 31-Dec-21

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

Delaware Engineering, D.P.C.

ARCHITECT

55 South Main Street

Address

Oneonta, NY 13820

BY _____

DATE _____

MCJ Construction LLC

CONTRACTOR

777 Bunker Hill Road

Address

Mayfield, NY 12117

BY _____

DATE _____

Town of Duanesburg

OWNER

5853 Western Turnpike

Address

Duanesburg, NY 12056

BY 

DATE **6-13-2022**



202102 - Delanson WWTP Improvements

Additional Cost Worksheet

Updated on: 4/11/22

Cost Summary

Item No.	Description	QTY	Unit	Unit Price	Total Price	Notes
1	Heater Revision - 20 kW Heater	1	LS	\$ 2,323.00	\$ 2,323.00	
2	Remove and Install Added SBR Tank Supports	1	LS	\$ 10,535.44	\$ 10,535.44	
3	EQ Building Grade Correction	1	LS	\$ 6,509.75	\$ 6,509.75	
4	Site Upgrades (4A-4D)	1	LS	\$ 21,896.62	\$ 21,896.62	
5	Blower Swap	1	LS	\$ 7,609.32	\$ 7,609.32	
6	EQ Tank Overflow Valve	1	LS	\$ 4,241.95	\$ 4,241.95	
7	EQ Tank Hand Rail Modification	1	LS	\$ 5,736.95	\$ 5,736.95	
					\$ 58,853.03	Total Cost
					\$ 20,000.00	Allowance Value
					\$ (38,853.03)	Allowance Balance

5 - Blower Swap

Item No.	Description	QTY	Unit	Unit Price	Total Price	Notes
1	Super	8	HRS	\$ 77.42	\$ 619.36	1 Day
2	Labor	16	HRS	\$ 60.54	\$ 968.64	1 Day, 2 Laborer
3	Trucks	8	HRS	\$ 25.00	\$ 200.00	
4	Fuel	1	Day	\$ 125.00	\$ 125.00	
6	2.34HP Blower USA Bluebook Item 52546	1	EA	\$ 2,628.15	\$ 2,628.15	
7	Pipe fittings and Fasteners	1	LS	\$ 500.00	\$ 500.00	
8	Electrical	1	LS	\$ 1,000.00	\$ 1,000.00	
					\$ 6,041	Subtotal
					\$ 575.65	Labor Burden (36.25% on Labor)
					\$ 992.52	OH&P (15%)
					\$ 7,609.32	Total Lump Sum

6 - EQ Tank Overflow Valve

Item No.	Description	QTY	Unit	Unit Price	Total Price	Notes
1	Super	8	HRS	\$ 77.42	\$ 619.36	1 Day
2	Labor	16	HRS	\$ 60.54	\$ 968.64	1 Day, 2 Laborer
3	Trucks	8	HRS	\$ 25.00	\$ 200.00	
4	Fuel	1	Day	\$ 125.00	\$ 125.00	
6	Cast Iron 6" Flap Valve	1	LS	\$ 700.00	\$ 700.00	
7	Scaffolding	1	Day	\$ 500.00	\$ 500.00	
					\$ 3,113	Subtotal
					\$ 575.65	Labor Burden (36.25% on Labor)
					\$ 553.30	OH&P (15%)
					\$ 4,241.95	Total Lump Sum

7 - EQ Tank Hand Rail Modification

Item No.	Description	QTY	Unit	Unit Price	Total Price	Notes
1	Super	8	HRS	\$ 77.42	\$ 619.36	1 Day
2	Labor	16	HRS	\$ 60.54	\$ 968.64	1 Day, 2 Laborer
3	Trucks	8	HRS	\$ 25.00	\$ 200.00	
4	Fuel	1	Day	\$ 125.00	\$ 125.00	
6	Fabricated Metal Railing and Supports	1	LS	\$ 2,500.00	\$ 2,500.00	
					\$ 4,413	Subtotal
					\$ 575.65	Labor Burden (36.25% on Labor)
					\$ 748.30	OH&P (15%)
					\$ 5,736.95	Total Lump Sum

Notes and Comments:

Pricing for the blower installation excludes any concrete work.

NOTES: 1. Cost estimates described above are based on the information currently available as described in the accompanied letter. MCI certifies that relevant plans and specifications from the engineer/owner have been reviewed and understood.

2. Labor rates are based on current applicable prevailing wage rates.

William Brown

From: Christian Garber <chris.garber@mcjconstructionllc.com>
Sent: Tuesday, February 22, 2022 5:45 PM
To: William Brown
Cc: Mike Garber; Richard Garber
Subject: Delanson - VFD Screen Proposal

Bill,

See below in regards to the additional work requested on the VFD's in Delanson. If acceptable, we can also have our VFD supplier complete the installation of the HOA switches.

Control Panel Revisions

- Install Two (2) A-B panel mount HIM (VFDR003) on the New VFD's that NE Controls previously installed.
- Install a Protective window, NEMA 4X (WNDW102)

Notes

- Warranty terms are eighteen months from shipment or one year from start-up, whichever comes first will apply (Parts only).

Total Lump Sum: \$2,820.00

Let me know if you have any questions!

Chris

Christian Garber, PE



777 Bunker Hill Road
Mayfield, NY 12117
Office: (518) 661 - 5022
Cell: (518) 256 - 6068
Email: Chris.Garber@MCJConstructionLLC.com

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Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432



ORIGINAL

May 2, 2022

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

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

Sub: Contract TD1-G-20
Payment Request #8

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 8 for MCJ Construction, the contractor for the subject project, for the period ending March 22, 2022 in the amount of \$33,813.24. The balance to finish including retainage equals \$20,000.00

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

Attached for your files are the following items:

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

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#7\TD1-G-20 Pay App 7 CL.doc

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

Other New York Offices:

Albany · Goshen · Liberty · Monticello · Red Hook · Walton
www.delawareengineering.com

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Town of Danversburg

PROJECT Delmar WYTP Long Term Improvements

ALA DOCUMENT G702 APPLICATION NO. 8

PAGE ONE OF TWO PAGE(S)

Distribution to

PERIOD TO

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

PROJECT NO.

CONTRACT DATE 1-28-21

CONTRACT FOR

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

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, ALA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 999,000.00
2. Net change by Change Orders \$ 77,264.81
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,076,264.81
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,076,264.81
5. RETAINAGE:
 - a. % of Completed Work \$ 20,000
 - b. % of Stored Material \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,056,264.81
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,022,451.57
8. CURRENT PAYMENT DUE \$ 33,813.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 20,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$77,896.02	
Total approved this Month Bal of Allowance No. 1		\$631.81
TOTALS	77,896.02	0.00
NET CHANGES by Change Order	77,264.81	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: [Signature] Date: 4/11/2022

State of New York County of Fulton
Subscribed and sworn to before me this 11th day of April 2022
Notary Public: Brittany M. Millington
My Commission Expires Sept 30, 2023
Qualified in Fulton County
Commission Expires Sept. 30, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED \$ 33,813.24

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and include Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: [Signature] Date: 5/2/2022

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

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G702

Page of

2

8

APPLICATION NO.

PERIOD TO

ARCHITECT'S PROJECT NO.

02/10/22

02/09/22

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE %
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Mobilization/Demobilization	\$45,000.00	\$45,000.00	\$0.00		\$45,000.00	\$0.00	\$2,250.00
2	New EQ Tank and Building	\$300,000.00	\$300,000.00	\$0.00		\$300,000.00	\$0.00	\$15,000.00
3	New Mechanical Fine Screen	\$190,000.00	\$190,000.00	\$0.00		\$190,000.00	\$0.00	\$9,500.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$150,000.00	\$0.00		\$150,000.00	\$0.00	\$7,500.00
5	Site Work and Yard Piping	\$65,000.00	\$65,000.00	\$0.00		\$65,000.00	\$0.00	\$3,250.00
6	SBR Tank Grating and Railing	\$30,000.00	\$30,000.00	\$0.00		\$30,000.00	\$0.00	\$1,500.00
7	NPW System in Filtration Building	\$67,000.00	\$67,000.00	\$0.00		\$67,000.00	\$0.00	\$3,350.00
8	New UV System	\$130,000.00	\$130,000.00	\$0.00		\$130,000.00	\$0.00	\$6,500.00
9	Modify Chemical Feed Skid	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	\$0.00	\$100.00
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$19,368.19	\$0.00		\$19,368.19	\$0.00	\$968.41
11	Alternate 1 - Rock Excavation (0-100CY)	\$56,000.00	\$56,000.00	\$0.00		\$56,000.00	\$0.00	\$2,800.00
12	Alternate 2 - Rock Excavation (101-500CY)	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
13	CO #2 - 11/9/2021 - Site Upgrades and Valves	\$21,896.62	\$21,896.62	\$0.00		\$21,896.62	\$0.00	\$1,094.83
14			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
16			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
19			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
21			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
22			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
23			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
24			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$1,076,896.62	\$1,076,264.81	\$0.00	\$0.00	\$1,076,264.81	\$0.00	\$53,813.24

G702-1592

AIA DOCUMENT G702 - CONTINUATION SHEET FOR G702 - 1992 EDITION AIA - © 1992
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-4092

ORIGINAL

Member/Manager	(Title)
----------------	---------

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

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

town of Duaneburg, Delanson WA ; that during the payroll period commencing on the
(Building or Work)

th day of December 2021, and ending the 19th day of December 2021

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

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 29.29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 49 Stat. 1008, 50 Stat. 1033, 51 Stat. 1037, 52 Stat. 1039, 53 Stat. 1041, 54 Stat. 1043, 55 Stat. 1045, 56 Stat. 1047, 57 Stat. 1049, 58 Stat. 1051, 59 Stat. 1053, 60 Stat. 1055, 61 Stat. 1057, 62 Stat. 1059, 63 Stat. 1061, 64 Stat. 1063, 65 Stat. 1065, 66 Stat. 1067, 67 Stat. 1069, 68 Stat. 1071, 69 Stat. 1073, 70 Stat. 1075, 71 Stat. 1077, 72 Stat. 1079, 73 Stat. 1081, 74 Stat. 1083, 75 Stat. 1085, 76 Stat. 1087, 77 Stat. 1089, 78 Stat. 1091, 79 Stat. 1093, 80 Stat. 1095, 81 Stat. 1097, 82 Stat. 1099, 83 Stat. 1101, 84 Stat. 1103, 85 Stat. 1105, 86 Stat. 1107, 87 Stat. 1109, 88 Stat. 1111, 89 Stat. 1113, 90 Stat. 1115, 91 Stat. 1117, 92 Stat. 1119, 93 Stat. 1121, 94 Stat. 1123, 95 Stat. 1125, 96 Stat. 1127, 97 Stat. 1129, 98 Stat. 1131, 99 Stat. 1133, 100 Stat. 1135, 101 Stat. 1137, 102 Stat. 1139, 103 Stat. 1141, 104 Stat. 1143, 105 Stat. 1145, 106 Stat. 1147, 107 Stat. 1149, 108 Stat. 1151, 109 Stat. 1153, 110 Stat. 1155, 111 Stat. 1157, 112 Stat. 1159, 113 Stat. 1161, 114 Stat. 1163, 115 Stat. 1165, 116 Stat. 1167, 117 Stat. 1169, 118 Stat. 1171, 119 Stat. 1173, 120 Stat. 1175, 121 Stat. 1177, 122 Stat. 1179, 123 Stat. 1181, 124 Stat. 1183, 125 Stat. 1185, 126 Stat. 1187, 127 Stat. 1189, 128 Stat. 1191, 129 Stat. 1193, 130 Stat. 1195, 131 Stat. 1197, 132 Stat. 1199, 133 Stat. 1201, 134 Stat. 1203, 135 Stat. 1205, 136 Stat. 1207, 137 Stat. 1209, 138 Stat. 1211, 139 Stat. 1213, 140 Stat. 1215, 141 Stat. 1217, 142 Stat. 1219, 143 Stat. 1221, 144 Stat. 1223, 145 Stat. 1225, 146 Stat. 1227, 147 Stat. 1229, 148 Stat. 1231, 149 Stat. 1233, 150 Stat. 1235, 151 Stat. 1237, 152 Stat. 1239, 153 Stat. 1241, 154 Stat. 1243, 155 Stat. 1245, 156 Stat. 1247, 157 Stat. 1249, 158 Stat. 1251, 159 Stat. 1253, 160 Stat. 1255, 161 Stat. 1257, 162 Stat. 1259, 163 Stat. 1261, 164 Stat. 1263, 165 Stat. 1265, 166 Stat. 1267, 167 Stat. 1269, 168 Stat. 1271, 169 Stat. 1273, 170 Stat. 1275, 171 Stat. 1277, 172 Stat. 1279, 173 Stat. 1281, 174 Stat. 1283, 175 Stat. 1285, 176 Stat. 1287, 177 Stat. 1289, 178 Stat. 1291, 179 Stat. 1293, 180 Stat. 1295, 181 Stat. 1297, 182 Stat. 1299, 183 Stat. 1301, 184 Stat. 1303, 185 Stat. 1305, 186 Stat. 1307, 187 Stat. 1309, 188 Stat. 1311, 189 Stat. 1313, 190 Stat. 1315, 191 Stat. 1317, 192 Stat. 1319, 193 Stat. 1321, 194 Stat. 1323, 195 Stat. 1325, 196 Stat. 1327, 197 Stat. 1329, 198 Stat. 1331, 199 Stat. 1333, 200 Stat. 1335, 201 Stat. 1337, 202 Stat. 1339, 203 Stat. 1341, 204 Stat. 1343, 205 Stat. 1345, 206 Stat. 1347, 207 Stat. 1349, 208 Stat. 1351, 209 Stat. 1353, 210 Stat. 1355, 211 Stat. 1357, 212 Stat. 1359, 213 Stat. 1361, 214 Stat. 1363, 215 Stat. 1365, 216 Stat. 1367, 217 Stat. 1369, 218 Stat. 1371, 219 Stat. 1373, 220 Stat. 1375, 221 Stat. 1377, 222 Stat. 1379, 223 Stat. 1381, 224 Stat. 1383, 225 Stat. 1385, 226 Stat. 1387, 227 Stat. 1389, 228 Stat. 1391, 229 Stat. 1393, 230 Stat. 1395, 231 Stat. 1397, 232 Stat. 1399, 233 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1525, 296 Stat. 1527, 297 Stat. 1529, 298 Stat. 1531, 299 Stat. 1533, 300 Stat. 1535, 301 Stat. 1537, 302 Stat. 1539, 303 Stat. 1541, 304 Stat. 1543, 305 Stat. 1545, 306 Stat. 1547, 307 Stat. 1549, 308 Stat. 1551, 309 Stat. 1553, 310 Stat. 1555, 311 Stat. 1557, 312 Stat. 1559, 313 Stat. 1561, 314 Stat. 1563, 315 Stat. 1565, 316 Stat. 1567, 317 Stat. 1569, 318 Stat. 1571, 319 Stat. 1573, 320 Stat. 1575, 321 Stat. 1577, 322 Stat. 1579, 323 Stat. 1581, 324 Stat. 1583, 325 Stat. 1585, 326 Stat. 1587, 327 Stat. 1589, 328 Stat. 1591, 329 Stat. 1593, 330 Stat. 1595, 331 Stat. 1597, 332 Stat. 1599, 333 Stat. 1601, 334 Stat. 1603, 335 Stat. 1605, 336 Stat. 1607, 337 Stat. 1609, 338 Stat. 1611, 339 Stat. 1613, 340 Stat. 1615, 341 Stat. 1617, 342 Stat. 1619, 343 Stat. 1621, 344 Stat. 1623, 345 Stat. 1625, 346 Stat. 1627, 347 Stat. 1629, 348 Stat. 1631, 349 Stat. 1633, 350 Stat. 1635, 351 Stat. 1637, 352 Stat. 1639, 353 Stat. 1641, 354 Stat. 1643, 355 Stat. 1645, 356 Stat. 1647, 357 Stat. 1649, 358 Stat. 1651, 359 Stat. 1653, 360 Stat. 1655, 361 Stat. 1657, 362 Stat. 1659, 363 Stat. 1661, 364 Stat. 1663, 365 Stat. 1665, 366 Stat. 1667, 367 Stat. 1669, 368 Stat. 1671, 369 Stat. 1673, 370 Stat. 1675, 371 Stat. 1677, 372 Stat. 1679, 373 Stat. 1681, 374 Stat. 1683, 375 Stat. 1685, 376 Stat. 1687, 377 Stat. 1689, 378 Stat. 1691, 379 Stat. 1693, 380 Stat. 1695, 381 Stat. 1697, 382 Stat. 1699, 383 Stat. 1701, 384 Stat. 1703, 385 Stat. 1705, 386 Stat. 1707, 387 Stat. 1709, 38

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

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

(4) That:

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

[illegible]

Name and Title	SIGNATURE
Leslie Garber/Member	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

ORIGINAL

Member/Manager
(Title)

ereby state:

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

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

town of Duaneburg, Delanson W. ; that during the payroll period commencing on the
(Building or Work)

th	day of December 2021	, and ending the	26th	day of December 2021
----	----------------------	------------------	------	----------------------

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

MCJ CONSTRUCTION, LLC
(Contractor of Subcontractor)

excess of the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 201.29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 548, 549; 29 U.S.C. § 864), and described below:

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

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

(4) That

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

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

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

[illegible]

Name and Title Leslie Garber/Member	SIGNATURE
----------------------------------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Town of Duanesburg Delanson WWTP Long Term Improvments CWSRF 5469-06

DATE OF ISSUANCE _____

OWNER Town of Duanesburg

OWNER's Contract # TD1-G-20 General

CONTRACTOR MCJ Construction, LLC

ENGINEER Delaware Engineering, D.P.C.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

All contract Base Bid Work, and Change Order Work

TO Town of Duanesburg
OWNER

And To MCJ Construction, LLC
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

12/29/2021
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does no alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within days of the above date of Substantial Completion.

All Contract Work Completed

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Begin use of improvements.

CONTRACTOR: Provide one year maintenance bond equal to the final contract amount.

The following documents are attached to and made a part of this Certificate:

- o **Contractor's Affidavit of Release of Liens**
- o **One Year Maintenance Bond**

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 2022

Delaware Engineering, D.P.C.

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 2022

MCJ Construction, LLC

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on June 9, 2022

Town of Duaneburg

OWNER

By: [Signature]
(Authorized Signature)

Town of Duanesburg Town Board

RESOLUTION NO. 70-2022

June 9, 2022

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

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

WHEREAS, the Town Board retained Brunswick Electric ("Brunswick") for electrician services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, the Town Board finds the work from Brunswick to be sufficient and substantially completed; and

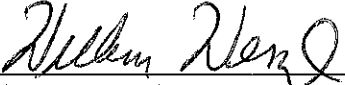
WHEREAS, the Town Board further finds that Brunswick has a punch list of seven (7) items that need to be completed, including: resolving the connectivity issues at the Pump Station on Cole Road, wiring of the UV system, an outside light switch, a hand off auto switch for the pumps, a variable frequency door control, an ethernet face plate, and a computer program; and

WHEREAS, the Town Board has reviewed the remaining requirements from the electrical contractor at Brunswick; and


WHEREAS, the Town Board has reviewed proposed Change Order # 1 from Brunswick and the recommendation from Delaware Engineering that the town Board approve proposed Change Order #1 for some minor additional tasks; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Change Order # 1 for additional minor work by Brunswick and finds the Brunswick work to be substantially complete.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its Town Board meeting of June 9, 2022.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: Council members Gantner, Grant & Potter, Supervisor Wenzel
Absent: Council member Lucas

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain Absent



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

May 3, 2022

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

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

Subj: Change Order #1
Contract No. TD1-E-20 - Electrical

Dear Supervisor Wenzel:

We have reviewed the attached Change Order #1 for Brunswick Electric, the contractor for the subject project. The change order includes costs associated with additional work required to complete the project, and additional equipment/controls to improve system efficiency and longevity. These items are notably:

- Adding level transducers to existing SBR tanks and connecting to new SCADA control system to improve process control
- Adding local stop controllers at new mechanical screen for operator safety
- Connecting existing chemical feed pumps to new SCADA system
- Adding an air source heat pump in office area where new SCADA panels and computers are located to better cool the equipment and extend longevity
- Heater installed in EQ building by general contractor was upsized in construction, larger wires/breakers required to accommodate this
- Pumps installed in EQ building by general contractor were upsized in construction, larger breakers required to accommodate this
- Modifications to the EQ pump SCADA panel required to accommodate pumps/drives supplied by general contractor

Total additional cost for this work is \$27,833.62. It will result in a new contract price of \$314,522.62. There are sufficient contingency funds in the project budget to cover this cost. We agree with the cost presented and would recommend the Town approve the change order and authorize signature by the Town Supervisor and submission to NYSEFC for confirmation and release of funds upon requests.

Attached for your files are the following items:

- Partially Executed Change Order #1 along with supporting documentation

Other New York Offices:

· Albany · Goshen · Liberty · Monticello · Red Hook · Walton
www.delawareengineering.com

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

A handwritten signature in black ink, appearing to read "Bill Brown", with a long horizontal flourish extending to the right.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\Electric\CO\#1\TD1-E-20 CO1 cl 5-3-22.doc

Enclosures

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

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

PROJECT: *DELANSON WWTP* CHANGE ORDER NUMBER: *1*
(name, address) *LONG TERM IMPROVEMENTS*
TOWN OF DUANESBURG DATE: *3-May-22*
TO CONTRACTOR: *BRUNSWICK ELECTRIC* ARCHITECT'S PROJECT NO: *TD1-E-21*
(name, address) *290 HOOSICK STREET*
TROY, NY 12180 CONTRACT DATE: *5-Feb-21*
CONTRACT FOR: *Electrical Construction*

The Contract is changed as follows:

Change Order No. 1 includes additional charge for miscellaneous wiring work and additional equipment and control components.

CO1-G-1:

Change Order No. 1 includes additional charge for miscellaneous wiring work and additional equipment and control components.

(See attached sheet for description of changes)

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

The original (Contract Sum) (Guaranteed Maximum Price) was.....	\$	286,689.00
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was.....	\$	286,689.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	27,833.62
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be.....	\$	314,522.62

The Contract Time will be (increased) (decreased) (unchanged) by (30) days
The date of Substantial Completion as of the date of this Change Order therefore is 29-Dec-21

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

Delaware Engineering, D.P.C.

ARCHITECT
55 South Main Street
Address
Oneonta, NY 13820

Brunswick Electric

CONTRACTOR
290 Hoosick Street
Address
Troy, NY 12180

Town of Duanesburg

OWNER
5853 Western Turnpike
Address
Duanesburg, NY 12056

BY _____
DATE _____

BY _____
DATE _____

BY *William H. H.*
DATE *6-13-22*

Bid-Summary Report

Dausnesburg WWTP 2021 Estimator: Admin

Job #473

Job Name: Dausnesburg WWTP 2021

Contractor:

Estimator: Admin

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
SBR Tanks	\$2,141.10	100.00%	\$2,141.10	47.49	100.00%	47.49

Top Sheet

Raw Cost	\$10,004.64	Sales per Month	\$0.00
Tax	\$0.00	Return per Month	\$0.00
Raw Cost with Tax	\$10,004.64	Price per Square Foot	\$0.00
Overhead	\$1,000.46	Hours per Square Foot	0.00
Profit	\$1,100.51	Square Feet	0.00
Total Return Amount	\$2,100.97	Job Months	0.00
Total Return %	17.36%	Hours per Week	40.00
Price	\$12,105.62	Workers per Day	0.00
Bond	\$0.00	Total Hours	47.49
Sell Price	\$12,105.62	Mark Up Sales Tax	No
Adjusted Sell ()	\$0.00	Use Bond Table	No
Adjusted Sell Return 0.00 %	\$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Percent	Labor Cost
Electrician Albany	0.00%	0.00	\$72.31	\$15.66	21.65%	\$0.00
Electrician Albany	100.00%	47.49	\$73.46	\$15.90	21.65%	\$4,243.54
Totals	100.00%	47.49	\$73.46	\$15.90	21.65%	\$4,243.54

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$2,141.10	+ 10.00%	\$2,355.21	+ 10.00%	\$2,590.73	
Labor	\$4,243.54	+ 10.00%	\$4,667.90	+ 10.00%	\$5,134.69	
Supplier Quotes	\$2,500.00	+ 10.00%	\$2,750.00	+ 10.00%	\$3,025.00	
SubContractors	\$0.00	+ 10.00%	\$0.00	+ 10.00%	\$0.00	
Direct Job Expense	\$270.00	+ 10.00%	\$297.00	+ 10.00%	\$326.70	

Bid Summary Report

Dausnesburg WWTP 2021 Estimator: Admin

Job #473

Equipment Rental	\$850.00	+	10.00%	\$935.00	+	10.00%	\$1,028.50
Totals	\$10,004.64		10.00%	\$11,005.11		10.00%	\$12,105.62

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$2,141.10	0.00%	\$0.00
Labor	\$4,243.54	0.00%	\$0.00
Supplier Quotes	\$2,500.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$270.00	0.00%	\$0.00
Equipment Rental	\$850.00	0.00%	\$0.00
	Total Tax:		\$0.00

Supplier Quotes

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Transducer		No	\$2,500.00	1.00	\$2,500.00
			Total:		\$2,500.00

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Fuel, Oil & Gas		No	\$90.00	3.00	\$270.00
			Total:		\$270.00

Equipment Rental

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Backhoe		No	\$350.00	1.00	\$350.00
Deliver and PU		No	\$250.00	2.00	\$500.00
			Total:		\$850.00

Job Name: Dausnesburg WWTP 2021
 Job Number: 473
 Extension Name: SBR Tanks

[Items and ByProducts]

Material Filter: <None>
 Report Edit Price 1 & Bid Labor by Cost Code

Item #	Item Name	Quantity	Book Price	U	P/Adj 1	U	Price 1	U	Ext Price 1	Bid Lbr	U	Bid Lbr Ext	Extended Price
Label Set Combined, Combined, Combined, Combined													
CCode: <None>													
15969	box fecd 1 gang	2.00	\$30.00				\$30.00		\$2,141.10			47.49	\$2,141.10
CCode: Branch Rough													
1338	3/4 GRC	200.00	\$450.00 C				\$450.00 C		\$900.00	8.00 C		16.00	\$900.00
1352	3/4 GRC 90 ELBOW	5.00	\$1,200.00 C				\$1,200.00 C		\$60.00	25.00 C		1.25	\$60.00
1441	3/4 GRC COUPLING	8.00	\$167.00 C				\$167.00 C		\$133.60	5.00 C		0.40	\$133.60
2473	3/4 GRC LB BODY	2.00	\$50.00 E				\$50.00 E		\$100.00	0.50 E		1.00	\$100.00
2885	3/4 HUB INSULATED	1.00	\$1,150.73 C				\$1,150.73 C		\$1,151.46	18.00 C		0.18	\$1,151.46
2922	3/4 3 PIECE UNION	1.00	\$1,014.73 C				\$1,014.73 C		\$1,015.46	18.00 C		0.18	\$1,015.46
15979	3/4 FSCCT BOX 1 GANG	1.00	\$31.92 E				\$31.92 E		\$31.92	0.39 E		0.39	\$31.92
16050	COVER, FS BLANK 16 MAL	3.00	\$18.00 E				\$18.00 E		\$54.00	0.05 E		0.15	\$54.00
CCode: Straps													
3188	3/4 GRC CHNL STRAP	20.00	\$360.82 C				\$360.82 C		\$7,216.40	4.00 C		0.80	\$7,216.40
CCode: Lighting Fixtures													
100071	Excavate/Backfill	1.00	\$0.00 E				\$0.00 E		\$0.00	16.00 E		16.00	\$0.00
100073	anchors SS chain	2.00	\$150.00 E				\$150.00 E		\$300.00	4.00 E		8.00	\$300.00
100075	install transducer	2.00	\$0.00 Q				\$0.00 Q		\$0.00	2.00 X		0.00	\$0.00
100077	test	1.00	\$0.00 Q				\$0.00 Q		\$0.00	4.00 X		0.00	\$0.00
CCode: Cables/Cords													
825	16/2 SD/TC 500R TRAY CAB	320.00	\$1,650.00 M				\$1,650.00 M		\$5,280.00	9.80 M		3.14	\$5,280.00
Items and ByProducts Total:													
									\$2,141.10			47.49	\$2,141.10

William Brown

From: belectric@aol.com
Sent: Friday, April 08, 2022 1:24 PM
To: William Brown
Subject: Fwd: Delanson Additional work

Bill,

In addition to the SBR Level transducers. To date some additional costs.

Wire two Stops in EQ building Class1, Div 1 \$2,073.00
Disconnect and reconnect Skid in Filter building \$350.00
New Heat Pump in Admin building \$ 9,747.00
Upgrade Heater Eq building \$450.00
Breaker for New AB 10HP VFD's \$798.00
EQ panel OIT door \$2,310.00
~~Antennas mounting at EQ and Cole Rd TBD~~

Richard Livsey, President
BRUNSWICK ELECTRIC, INC.
290 Hoosick Street
Troy, NY 12180
518.270.3695 (T)
518.270.4716 (F)

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Town of Duanesburg Delanson WWTP Long Term Improvments CWSRF 5469-06

DATE OF ISSUANCE _____

OWNER Town of Duanesburg

OWNER's Contract # TD1-G-20 Electrical

CONTRACTOR Brunswick Electric, Inc.

ENGINEER Delaware Engineering, D.P.C.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

All contract Base Bid Work, and Change Order Work

TO Town of Duanesburg
OWNER

And To Brunswick Electric, Inc
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

12/29/2021
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does no alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within days of the above date of Substantial Completion.

All Contract Work Completed

EJCDC No. 1910-8-D (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: *Begin use of improvements.*

CONTRACTOR: *Provide one year maintenance bond equal to the final contract amount.*

The following documents are attached to and made a part of this Certificate:

- o *Contractor's Affidavit of Release of Liens*
- o *One Year Maintenance Bond*

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 2022

Delaware Engineering, D.P.C.

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 2022

Brunswick Electric, Inc.

CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on *June 9*, 2022

Town of Duanesburg

OWNER

By: *William H. Q.*
(Authorized Signature)

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. 76 -2022

June 9, 2022

WHEREAS, The Town of Duanesburg Town Justices have identified the need for an additional Clerk to the Town Justices, an exempt position, and have interviewed Barbara Powles for the position;

WHEREAS, The Town Supervisor and other members of the Town Board have also interviewed Barbara Powles for the position;

WHEREAS, the position of Clerk to the Town Justices will involve work up to 10 hours a week at a pay rate of \$15.00 dollars per hour;

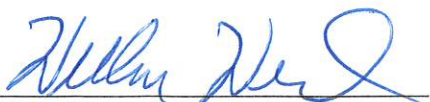
WHEREAS, the Town Board finds that the Town Budget contains funds for such a position to be filled;

WHEREAS, the NYS OCA will provide on-line training for the Clerk to the Town Justices and will undertake the background check and fingerprinting according to the Town Justices;

WHEREAS, Barbara Powles' husband is also a Town grounds and maintenance employee but the two positions are completely separate and neither position supervises or works with each other;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby appoints Barbara Powles to the position of Clerk to the Town of Duanesburg Justices to work up to ten (10) hours a week at a pay rate of \$15.00 per hour, subject to her undertaking the requisite NYS OCA on-line training for the position and to a satisfactory background check and fingerprinting by NYS OCA.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on June 9, 2022.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Present: Councilmember Potter, Ganther + Grant, Supervisor Wenzel

Absent: Councilmember Lucks

Town Board Members:

Dianne Grant	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain absent

Jennifer Howe

From: lynne bruning <lynnebruning@gmail.com>
Sent: Thursday, June 9, 2022 7:30 PM
To: Jennifer Howe
Subject: Privilege of the Floor

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lynne Bruning 13388 Duaneburg Road.

Please include my comments in the Town Board minutes as provided at the Town Board June 9, 2022 meeting during Privilege of the Floor.

Free community concerts at the bandstand in Delanson have begun. 6:30 pm every Thursday until end of August.

Request town board ask the town engineer Doug Cole, and town inspector Dale Warner, to inspect the Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC access road width. Both 2019 and the 2022 site plan call for 10 feet wide access road outside the fence and 15 feet width inside the fence. The Access Road appears to be 20 feet in width both inside and outside the fence. Doubling the access road width's may increase stormwater pollution making the Project non-compliant with the approved SWPPP.

The Scotch Ridge Solar Facility near Humphrey Road and Skyline Drive was announced by Gov. Hochul. I hope that the town will support the taxpayers to lessen the project's impact on the neighbors and hold NextAmp accountable to the citizens.

Dump truck - Town of Schoharie had on for sale.

Thank you for your time and consideration

Respectfully,
Susan Biggs
Lynne Bruning
720-272-0056
lynnebruning@gmail.com

**TOWN OF DUANESBURG
CASH REQUIREMENTS PER FUND**

FUND		AMOUNT
General Fund		27,361.97
Highway Fund		60,928.96
Sewer District #1		4,060.09
Sewer District #2		10,546.54
Sewer District #3		802.49
Trust & Agency		431.76
	TOTAL TRANSFERS TO AP	104,131.81

**RESOLUTION INTRODUCING LOCAL LAW 2 OF 2022
ESTABLISHING A LOCAL GOVERNMENT CODE ENFORCEMENT PROGRAM**

RESOLUTION NO. -2022

June 23, 2022

WHEREAS, the Proposed Local Law No. 2 of 2022 (attached hereto) is hereby introduced for the purpose of updating and replacing the Town of Duanesburg's existing local laws using the Model Law for Code Enforcement developed by the NYS Department of State for the purpose of assisting municipalities to meet New York State Legislative requirements prior to the deadline of December 30, 2022; and

NOW THEREFORE BE IT RESOLVED that the Town Board hereby introduces the Proposed Local law, determines that the Proposed Local Law is a Type 2 action pursuant to SEQRA and sets a public hearing on the Proposed Local Law at the Town Board meeting scheduled for July 14, 2022 at 7:00 p.m. at the Town Offices located at 5853 Western Turnpike, Duanesburg New York 12056;

BE IT FURTHER RESOLVED, that the Town Clerk is directed to publish the notice of the public hearing in the official Town newspaper, to post this resolution, the Proposed Local Law and the notice of hearing on the Town website and Town bulletin board, and to refer the local law to Schenectady County Planning Department pursuant to the requirements of the General Municipal Law.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 23, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Dianne Grant	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

**LOCAL LAW OF THE TOWN OF DUANESBURG
ESTABLISHING
A LOCAL GOVERNMENT CODE
ENFORCEMENT PROGRAM**

Local Law 2 of 2022

SECTION 1. PURPOSE AND INTENT

This local law provides for the administration and enforcement of the New York State Uniform Fire Prevention and Building Code (the Uniform Code) and the State Energy Conservation Construction Code (the Energy Code) in the Town of Duanesburg. This local law is adopted pursuant to section 10 of the Municipal Home Rule Law. Except as otherwise provided in the Uniform Code, the Energy Code, other state law, or other section of this local law, all buildings, structures, and premises, regardless of use or occupancy, are subject to the provisions this local law.

SECTION 2. DEFINITIONS

In this local law, the following terms shall have the meanings shown in this section:

“Assembly Area” shall mean an area in any building, or in any portion of a building, that is primarily used or intended to be used for gathering fifty or more persons for uses including, but not limited to, amusement, athletic, entertainment, social, or other recreational functions; patriotic, political, civic, educational, or religious functions; food or drink consumption; awaiting transportation; or similar purposes.

“Building Permit” shall mean a building permit, construction permit, demolition permit, or other permit that authorizes the performance of work. The term “Building Permit” shall also include a Building Permit which is renewed, amended, or extended pursuant to any provision of this local law.

“Certificate of Compliance” shall mean a document issued by the Town stating that work was done in compliance with approved construction documents and the Codes.

“Certificate of Occupancy” shall mean a document issued by the Town certifying that the building or structure, or portion thereof, complies with the approved construction documents that have been submitted to, and approved by the Town, and indicating that the building or structure, or portion thereof, is in a condition suitable for occupancy.

“Code Enforcement Officer” shall mean the Code Enforcement Officer appointed pursuant to subdivision (b) of section 3 of this local law.

“Code Enforcement Personnel” shall include the Code Enforcement Officer and all Inspectors.

“Codes” shall mean the Uniform Code and Energy Code.

“Energy Code” shall mean the New York State Energy Conservation Construction Code adopted pursuant to Article 11 of the Energy Law.

“FCNYS” shall mean the 2020 Fire Code of New York State as currently incorporated by reference in 19 NYCRR Part 1225.

“Fire Safety and Property Maintenance Inspection” shall mean an inspection performed to determine compliance with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference.

“Hazardous Production Materials” shall mean a solid, liquid, or gas associated with semiconductor manufacturing that has a degree-of-hazard rating in health, flammability, or instability of Class 3 or 4, as ranked by NFPA 704 (Standard Systems for Identification of the Hazards of Materials for Emergency Response), and which is used directly in research, laboratory, or production processes which have, as their end product, materials that are not hazardous.

“Inspector” shall mean an inspector appointed pursuant to subdivision (d) of section 3 of this local law.

“Mobile Food Preparation Vehicles” shall mean vehicles that contain cooking equipment that produces smoke or grease-laden vapors for the purpose of preparing and serving food to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

“Operating Permit” shall mean a permit issued pursuant to section 10 of this local law. The term “Operating Permit” shall also include an Operating Permit which is renewed, amended, or extended pursuant to any provision of this local law.

“Order to Remedy” shall mean an order issued by the Code Enforcement Officer pursuant to subdivision (a) of section 17 of this local law.

“Permit Holder” shall mean the Person to whom a Building Permit has been issued.

“Person” shall include an individual, corporation, limited liability company, partnership, limited partnership, business trust, estate, trust, association, or any other legal or commercial entity of any kind or description.

“PMCNYS” shall mean the 2020 Property Maintenance Code of New York State as currently incorporated by reference in 19 NYCRR Part 1226.

“RCNYS” shall mean the 2020 Residential Code of New York State as currently incorporated by reference in 19 NYCRR Part 1220.

“Repair” shall mean the reconstruction, replacement, or renewal of any part of an existing building for the purpose of its maintenance or to correct damage.

“Stop Work Order” shall mean an order issued pursuant to section 6 of this local law.

“Sugarhouse” shall mean a building used, in whole or in part, for the collection, storage, or processing of maple sap into maple syrup and/or maple sugar.

“Temporary Certificate of Occupancy” shall mean a certificate issued pursuant to subdivision (d) of section 7 of this local law.

“Town” shall mean the Town of Duanesburg.

“Uniform Code” shall mean the New York State Uniform Fire Prevention and Building Code, Subchapter A of Chapter XXXIII of Title 19 of the NYCRR, adopted pursuant to Article 18 of the Executive Law.

“Village” shall mean the Village of Delanson.

SECTION 3. CODE ENFORCEMENT OFFICER AND INSPECTORS

(a.) The Office of Code Enforcement Officer is hereby created. The Code Enforcement Officer shall administer and enforce all the provisions of the Uniform Code, the Energy Code, and this local law. The Code Enforcement Officer shall have the following powers and duties:

(1) to receive, review, and approve or disapprove applications for Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and the plans, specifications, and construction documents submitted with such applications;

(2) upon approval of such applications, to issue Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits, and to include in terms and conditions as the Code Enforcement Officer may determine to be appropriate Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits;

(3) to conduct construction inspections; inspections to be made prior to the issuance of Certificates of Occupancy, Certificates of Compliance, Temporary Certificates of Occupancy, and Operating Permits; fire safety and property maintenance inspections; inspections incidental to the investigation of complaints; and all other inspections required or permitted under any provision of this local law;

(4) to issue Stop Work Orders;

(5) to review and investigate complaints;

- (6) to issue orders pursuant to subdivision (a) of section 17 (Violations) of this local law;
 - (7) to maintain records;
 - (8) to collect fees as set by the Duanesburg Town Board;
 - (9) to pursue administrative enforcement actions and proceedings;
 - (10) in consultation with this Town's attorney, to pursue such legal actions and proceedings as may be necessary to enforce the Uniform Code, the Energy Code, and this local law, or to abate or correct conditions not in compliance with the Uniform Code, the Energy Code, or this local law; and
 - (11) to exercise all other powers and fulfill all other duties conferred upon the Code Enforcement Officer by this local law.
- (b) The Code Enforcement Officer shall be appointed by a favorable vote of the majority of the Town Board. The Code Enforcement Officer shall possess background experience related to building construction or fire prevention and shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and the Code Enforcement Officer shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- (c) In the event that the Code Enforcement Officer is unable to serve as such for any reason, another individual shall be appointed by a favorable vote of the majority of the Town Board to serve as Acting Code Enforcement Officer. The Acting Code Enforcement Officer shall, during the term of their appointment, exercise all powers and fulfill all duties conferred upon the Code Enforcement Officer by this local law.
- (d) One or more Inspectors may be appointed by a favorable vote of the majority of the Town Board to act under the supervision and direction of the Code Enforcement Officer and to assist the Code Enforcement Officer in the exercise of the powers and fulfillment of the duties conferred upon the Code Enforcement Officer by this local law. Each Inspector shall, within the time prescribed by law, obtain such basic training, in-service training, advanced in-service training, and other training as the State of New York shall require for code enforcement personnel, and each Inspector shall obtain certification from the Department of State pursuant to the Executive Law and the regulations promulgated thereunder.
- (e) The compensation for the Code Enforcement Officer and Inspectors shall be fixed from time to time by the Town of Duanesburg Town Board.

SECTION 4. BUILDING PERMITS.

- (a) Building Permits Required. Except as otherwise provided in subdivision (b) of this section, a Building Permit shall be required for any work which must conform to the Uniform Code and/or

the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation, or demolition of any building or structure or any portion thereof, and the installation of a solid fuel burning heating appliance, chimney, or flue in any dwelling unit. No Person shall commence any work for which a Building Permit is required without first having obtained a Building Permit from the Town.

(b) Exemptions. No Building Permit shall be required for work in any of the following categories:

- (1) construction or installation of one-story detached structures associated with one- or two-family dwellings or multiple single-family dwellings (townhouses), which are used for tool and storage sheds, playhouses, or similar uses, provided the gross floor area does not exceed 144 square feet;
- (2) construction of temporary sets and scenery associated with motion picture, television, and theater uses;
- (3) installation of window awnings supported by an exterior wall of a one- or two-family dwelling or multiple single-family dwellings (townhouses);
- (4) installation of partitions or movable cases less than 5'-9" in height;
- (5) painting, wallpapering, tiling, carpeting, or other similar finish work;
- (6) installation of listed portable electrical, plumbing, heating, ventilation or cooling equipment or appliances;
- (7) replacement of any equipment provided the replacement does not alter the equipment's listing or render it inconsistent with the equipment's original specifications; or
- (8) repairs, provided that the work does not have an impact on fire and life safety, such as (i) any part of the structural system; (ii) the required means of egress; or (iii) the fire protection system or the removal from service of any part of the fire protection system for any period of time.

(c) Exemption not deemed authorization to perform non-compliant work. The exemption from the requirement to obtain a building permit for work in any category set forth in subdivision (b) of this section shall not be deemed an authorization for work to be performed in violation of the Uniform Code or the Energy Code.

(d) Applications for Building Permits. Applications for a Building Permit shall be made in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. The application shall be signed by the owner of the property where the work is to be performed or an authorized agent of the owner. The application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that the intended work complies with all applicable requirements of the Uniform Code and the

Energy Code. The application shall include or be accompanied by the following information and documentation:

- (1) a description of the location, nature, extent, and scope of the proposed work;
- (2) the tax map number and the street address of any affected building or structure;
- (3) the occupancy classification of any affected building or structure;
- (4) where applicable, a statement of special inspections prepared in accordance with the provisions of the Uniform Code; and
- (5) at least 2 sets of construction documents (drawings and/or specifications) which (i) describe the location, nature, extent, and scope of the proposed work; (ii) show that the proposed work will conform to the applicable provisions of the Codes; (iii) show the location, construction, size, and character of all portions of the means of egress; (iv) show a representation of the building thermal envelope; (v) show structural information including but not limited to braced wall designs, the size, section, and relative locations of structural members, design loads, and other pertinent structural information; (vi) show the proposed structural, electrical, plumbing, mechanical, fire-protection, and other service systems of the building; (vii) include a written statement indicating compliance with the Energy Code; (viii) include a site plan, drawn to scale and drawn in accordance with an accurate boundary survey, showing the size and location of new construction and existing structures and appurtenances on the site, distances from lot lines, the established street grades and the proposed finished grades, and, as applicable, flood hazard areas, floodways, and design flood elevations; and (ix) evidence that the documents were prepared by a licensed and registered architect in accordance with Article 147 of the New York State Education Law or a licensed and registered professional engineer in accordance with Article 145 of the New York State Education Law and practice guidelines, including but not limited to the design professional's seal which clearly and legibly shows both the design professional's name and license number and is signed by the design professional whose name appears on the seal in such a manner that neither the name nor the number is obscured in any way, the design professional's registration expiration date, the design professional's firm name (if not a sole practitioner), and, if the documents are submitted by a professional engineering firm and not a sole practitioner professional engineer, the firm's Certificate of Authorization number.

(e) Construction documents. Construction documents will not be accepted as part of an application for a Building Permit unless they satisfy the requirements set forth in paragraph (5) of subdivision (d) of this section. Construction documents which are accepted as part of the application for a Building Permit shall be marked as accepted by the Code Enforcement Officer in writing or by stamp, or in the case of electronic media, an electronic marking. One set of the accepted construction documents shall be retained by the Code Enforcement Officer, and one set of the accepted construction documents shall be returned to the applicant to be kept at the work site so as to be available for use by the Code Enforcement Personnel. However, the return of a set of accepted construction documents to the applicant shall not be construed as authorization to commence work, nor as an indication that a Building Permit will be issued. Work shall not be commenced until and unless a Building Permit is issued.

(f) Issuance of Building Permits. An application for a Building Permit shall be examined to ascertain whether the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code. The Code Enforcement Officer shall issue a Building Permit if the proposed work is in compliance with the applicable requirements of the Uniform Code and Energy Code.

(g) Building Permits to be displayed. Building permits shall be visibly displayed at the work site and shall remain visible until the authorized work has been completed.

(h) Work to be in accordance with construction documents. All work shall be performed in accordance with the construction documents which were submitted with and accepted as part of the application for the Building Permit. The Building Permit shall contain such a directive. The Permit Holder shall immediately notify the Code Enforcement Officer of any change occurring during the course of the work. The Building Permit shall contain such a directive. If the Code Enforcement Officer determines that such change warrants a new or amended Building Permit, such change shall not be made until and unless a new or amended Building Permit reflecting such change is issued.

(i) Time limits. Building Permits shall become invalid unless the authorized work is commenced within 6 months following the date of issuance. Building Permits shall expire within 12 months after the date of issuance. A Building Permit which has become invalid or which has expired pursuant to this subdivision may be renewed upon application by the Permit Holder, payment of the applicable fee, and approval of the application by the Code Enforcement Officer.

(j) Revocation or suspension of Building Permits. If the Code Enforcement Officer determines that a Building Permit was issued in error because of incorrect, inaccurate, or incomplete information, or that the work for which a Building Permit was issued violates the Uniform Code or the Energy Code, the Code Enforcement Officer shall revoke the Building Permit or suspend the Building Permit until such time as the Permit Holder demonstrates that (1) all work then completed is in compliance with all applicable provisions of the Uniform Code and the Energy Code and (2) all work then proposed to be performed shall be in compliance with all applicable provisions of the Uniform Code and the Energy Code.

(k) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time of submission of an application for a Building Permit, for an amended Building Permit, or for renewal of a Building Permit.

SECTION 5. CONSTRUCTION INSPECTIONS.

(a) Work to remain accessible and exposed. Work shall remain accessible and exposed until inspected and accepted by the Code Enforcement Officer or by an Inspector authorized by the Code Enforcement Officer. The Permit Holder shall notify the Code Enforcement Officer when any element of work described in subdivision (b) of this section is ready for inspection.

(b) Elements of work to be inspected. The following elements of the construction process shall be inspected, where applicable:

- (1) work site prior to the issuance of a Building Permit;
- (2) footing and foundation;
- (3) preparation for concrete slab;
- (4) framing;
- (5) structural, electrical, plumbing, mechanical, fire-protection, and other similar service systems of the building;
- (6) fire resistant construction;
- (7) fire resistant penetrations;
- (8) solid fuel burning heating appliances, chimneys, flues, or gas vents;
- (9) inspections required to demonstrate Energy Code compliance, including but not limited to insulation, fenestration, air leakage, system controls, mechanical equipment size, and, where required, minimum fan efficiencies, programmable thermostats, energy recovery, whole-house ventilation, plumbing heat traps, and high-performance lighting and controls;
- (10) installation, connection, and assembly of factory manufactured buildings and manufactured homes; and
- (11) a final inspection after all work authorized by the Building Permit has been completed.

(c) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform construction inspections, a remote inspection may be performed in lieu of an in-person inspection when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or by such authorized Inspector that the elements of the construction process conform with the applicable requirements of the Uniform Code and Energy Code. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

(d) Inspection results. After inspection, the work or a portion thereof shall be noted as satisfactory as completed, or the Permit Holder shall be notified as to the manner in which the work fails to comply with the Uniform Code or Energy Code, including a citation to the specific code provision or provisions that have not been met. Work not in compliance with any applicable provision of the Uniform Code or Energy Code shall remain exposed until such work shall have

been brought into compliance with all applicable provisions of the Uniform Code and the Energy Code, reinspected, and found satisfactory as completed.

(e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid prior to or at the time of each inspection performed pursuant to this section.

SECTION 6. STOP WORK ORDERS.

(a) Authority to issue. The Code Enforcement Officer is authorized to issue Stop Work Orders pursuant to this section. The Code Enforcement Officer shall issue a Stop Work Order to halt:

(1) any work that is determined by the Code Enforcement Officer to be contrary to any applicable provision of the Uniform Code or Energy Code, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(2) any work that is being conducted in a dangerous or unsafe manner in the opinion of the Code Enforcement Officer, without regard to whether such work is or is not work for which a Building Permit is required, and without regard to whether a Building Permit has or has not been issued for such work, or

(3) any work for which a Building Permit is required which is being performed without the required Building Permit, or under a Building Permit that has become invalid, has expired, or has been suspended or revoked.

(b) Content of Stop Work Orders. Stop Work Orders shall (1) be in writing, (2) be dated and signed by the Code Enforcement Officer, (3) state the reason or reasons for issuance, and (4) if applicable, state the conditions which must be satisfied before work will be permitted to resume.

(c) Service of Stop Work Orders. The Code Enforcement Officer shall cause the Stop Work Order, or a copy thereof, to be served on the owner of the affected property (and, if the owner is not the Permit Holder, on the Permit Holder) personally or by registered mail / certified mail. The Code Enforcement Officer shall be permitted, but not required, to cause the Stop Work Order, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work affected by the Stop Work Order, personally or by registered mail / certified mail; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Stop Work Order.

(d) Effect of Stop Work Order. Upon the issuance of a Stop Work Order, the owner of the affected property, the Permit Holder, and any other Person performing, taking part in, or assisting in the work shall immediately cease all work which is the subject of the Stop Work Order, other than work expressly authorized by the Code Enforcement Officer to correct the reason for issuing the Stop Work Order.

(e) Remedy not exclusive. The issuance of a Stop Work Order shall not be the exclusive remedy available to address any event described in subdivision (a) of this section, and the authority to issue a Stop Work Order shall be in addition to, and not in substitution for or limitation of, the right and authority to pursue any other remedy or impose any other penalty under section 17 (Violations) of this local law or under any other applicable local law or State law. Any such other remedy or penalty may be pursued at any time, whether prior to, at the time of, or after the issuance of a Stop Work Order.

SECTION 7. CERTIFICATES OF OCCUPANCY AND CERTIFICATES OF COMPLIANCE

(a) Certificates of Occupancy and Certificates of Compliance required. A Certificate of Occupancy or Certificate of Compliance shall be required for any work which is the subject of a Building Permit and for all structures, buildings, or portions thereof, which are converted from one use or occupancy classification or subclassification to another. Permission to use or occupy a building or structure, or portion thereof, for which a Building Permit was previously issued shall be granted only by issuance of a Certificate of Occupancy or Certificate of Compliance.

(b) Issuance of Certificates of Occupancy and Certificates of Compliance. The Code Enforcement Officer shall issue a Certificate of Occupancy or Certificate of Compliance if the work which was the subject of the Building Permit was completed in accordance with all applicable provisions of the Uniform Code and Energy Code and, if applicable, that the structure, building or portion thereof that was converted from one use or occupancy classification or subclassification to another complies with all applicable provisions of the Uniform Code and Energy Code. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the building, structure, or work prior to the issuance of a Certificate of Occupancy or Certificate of Compliance. In addition, where applicable, the following documents, prepared in accordance with the provisions of the Uniform Code by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant for the Certificate of Occupancy or Certificate of Compliance, shall be provided to the Code Enforcement Officer prior to the issuance of the Certificate of Occupancy or Certificate of Compliance:

- (1) a written statement of structural observations and/or a final report of special inspections,
- (2) flood hazard certifications,
- (3) a written statement of the results of tests performed to show compliance with the Energy Code, and
- (4) where applicable, the affixation of the appropriate seals, insignias, and manufacturer's data plates as required for factory manufactured buildings and/or manufactured homes.

(c) Contents of Certificates of Occupancy and Certificates of Compliance. A Certificate of Occupancy or Certificate of Compliance shall contain the following information:

- (1) the Building Permit number, if any;
- (2) the date of issuance of the Building Permit, if any;
- (3) the name (if any), address and tax map number of the property;
- (4) if the Certificate of Occupancy or Certificate of Compliance is not applicable to an entire structure, a description of that portion of the structure for which the Certificate of Occupancy or Certificate of Compliance is issued;
- (5) the use and occupancy classification of the structure;
- (6) the type of construction of the structure;
- (7) the occupant load of the assembly areas in the structure, if any;
- (8) any special conditions imposed in connection with the issuance of the Building Permit; and
- (9) the signature of the Code Enforcement Officer issuing the Certificate of Occupancy or Certificate of Compliance and the date of issuance.

(d) Temporary Certificate of Occupancy. The Code Enforcement Officer shall be permitted to issue a Temporary Certificate of Occupancy allowing the temporary occupancy of a building or structure, or a portion thereof, prior to completion of the work which is the subject of a Building Permit. However, in no event shall the Code Enforcement Officer issue a Temporary Certificate of Occupancy unless the Code Enforcement Officer determines (1) that the building or structure, or the portion thereof covered by the Temporary Certificate of Occupancy, may be occupied safely, (2) that any required fire and life safety components, such as fire protection equipment and fire, smoke, carbon monoxide, and heat detectors and alarms are installed and operational, and (3) that all required means of egress from the structure have been provided. The Code Enforcement Officer may include in a Temporary Certificate of Occupancy such terms and conditions as he or she deems necessary or appropriate to ensure the health and safety of the persons occupying and using the building or structure and/or performing further construction work in the building or structure. A Temporary Certificate of Occupancy shall be effective for a period of time, not to exceed six (6) months, which shall be determined by the Code Enforcement Officer and specified in the Temporary Certificate of Occupancy. During the specified period of effectiveness of the Temporary Certificate of Occupancy, the Permit Holder shall undertake to bring the building or structure into full compliance with all applicable provisions of the Uniform Code and the Energy Code.

(e) Revocation or suspension of certificates. If the Code Enforcement Officer determines that a Certificate of Occupancy, Certification of Compliance, or a Temporary Certificate of Occupancy was issued in error or on the basis of incorrect information, and if the relevant deficiencies are not

corrected to the satisfaction of the Code Enforcement Officer within such period of time as shall be specified by the Code Enforcement Officer, the Code Enforcement Officer shall revoke or suspend such certificate.

(f) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time of submission of an application for a Certificate of Occupancy, Certificate of Compliance, or for Temporary Certificate of Occupancy.

SECTION 8. NOTIFICATION REGARDING FIRE OR EXPLOSION.

The chief of any fire department providing firefighting services for a property within this Town shall promptly notify the Code Enforcement Officer of any fire or explosion involving any structural damage, fuel burning appliance, chimney, or gas vent.

SECTION 9. UNSAFE BUILDINGS, STRUCTURES, AND EQUIPMENT AND CONDITIONS OF IMMINENT DANGER

Unsafe buildings, structures, and equipment and conditions of imminent danger in this Town shall be identified and addressed in accordance with the procedures established by Local Law Number 1 of 1992, as now in effect or as hereafter amended from time to time.

SECTION 10. OPERATING PERMITS.

(a) Operation Permits required. Operating Permits shall be required for conducting any process or activity or for operating any type of building, structure, or facility listed below:

(1) manufacturing, storing, or handling hazardous materials in quantities exceeding those listed in the applicable Maximum Allowable Quantity tables found in Chapter 50 of the FCNYS;

(2) buildings, structures, facilities, processes, and/or activities that are within the scope and/or permit requirements of the chapter or section title of the FCNYS as follows:

(i) Chapter 22, "Combustible Dust-Producing Operations." Facilities where the operation produces combustible dust;

(ii) Chapter 24, "Flammable Finishes." Operations utilizing flammable or combustible liquids, or the application of combustible powders regulated by Chapter 24 of the FCNYS;

(iii) Chapter 25, "Fruit and Crop Ripening." Operating a fruit- or crop-ripening facility or conducting a fruit-ripening process using ethylene gas;

- (iv) Chapter 26, "Fumigation and Insecticidal Fogging." Conducting fumigation or insecticidal fogging operations in buildings, structures, and spaces, except for fumigation or insecticidal fogging performed by the occupant of a detached one-family dwelling;
 - (v) Chapter 31, "Tents, Temporary Special Event Structures, and Other Membrane Structures." Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent where approval is required pursuant to Chapter 31 of the FCNYS;
 - (vi) Chapter 32, "High-Piled Combustible Storage." High-piled combustible storage facilities with more than 500 square feet (including aisles) of high-piled storage;
 - (vii) Chapter 34, "Tire Rebuilding and Tire Storage." Operating a facility that stores in excess of 2,500 cubic feet of scrap tires or tire byproducts or operating a tire rebuilding plant;
 - (viii) Chapter 35, "Welding and Other Hot Work." Performing public exhibitions and demonstrations where hot work is conducted, use of hot work, welding, or cutting equipment, inside or on a structure, except an operating permit is not required where work is conducted under the authorization of a building permit or where performed by the occupant of a detached one- or two-family dwelling;
 - (ix) Chapter 40, "Sugarhouse Alternative Activity Provisions." Conducting an alternative activity at a sugarhouse;
 - (x) Chapter 56, "Explosives and Fireworks." Possessing, manufacturing, storing, handling, selling, or using, explosives, fireworks, or other pyrotechnic special effects materials except the outdoor use of sparkling devices as defined by Penal Law section 270;
 - (xi) Section 307, "Open Burning, Recreational Fires and Portable Outdoor Fireplaces." Conducting open burning, not including recreational fires and portable outdoor fireplaces;
 - (xii) Section 308, "Open Flames." Removing paint with a torch, or using open flames, fire, and burning in connection with assembly areas or educational occupancies; and
 - (xiii) Section 319, "Mobile Food Preparation Vehicles." Operating a mobile food preparation vehicle in accordance with the permitting requirements established by Local Law Number 1 of 1967, as amended by Local Law Number 3 of 2017, as now in effect or as hereafter amended from time to time.
- (3) energy storage systems, where the system exceeds the values shown in Table 1206.1 of the FCNYS or exceeds the permitted aggregate ratings in section R327.5 of the RCNYS.
 - (4) buildings containing one or more assembly areas;
 - (5) outdoor events where the planned attendance exceeds 1,000 persons;
 - (6) facilities that store, handle or use hazardous production materials;

- (7) parking garages as defined in subdivision (a) of section 13 of this local law;
- (8) buildings whose use or occupancy classification may pose a substantial potential hazard to public safety, as determined by resolution adopted by the Town Board of the Town of Duanesburg; and
- (9) other processes or activities or for operating any type of building, structure, or facility as determined by resolution adopted by the Town Board of the Town of Duanesburg.

Any person who proposes to undertake any activity or to operate any type of building listed in this subdivision (a) shall be required to obtain an Operating Permit prior to commencing such activity or operation.

(b) Applications for Operating Permits. An application for an Operating Permit shall be in writing on a form provided by or otherwise acceptable to the Code Enforcement Officer. Such application shall include such information as the Code Enforcement Officer deems sufficient to permit a determination by the Code Enforcement Officer that quantities, materials, and activities conform to the requirements of the Uniform Code. If the Code Enforcement Officer determines that tests or reports are necessary to verify conformance, such tests or reports shall be performed or provided by such person or persons as may be designated by or otherwise acceptable to the Code Enforcement Officer, at the expense of the applicant.

(c) Exemptions. Operating permits shall not be required for processes or activities, or the buildings, structures, or facilities listed in paragraphs (1) through (7) of subdivision (a) of this section, provided that the use is expressly authorized by a certificate of occupancy or certificate of compliance, fire safety and property maintenance inspections are performed in accordance with section 11 (Fire Safety and Property Maintenance Inspections) of this local law, and condition assessments are performed in compliance with section 13 (Condition Assessments of Parking Garages) of this local law, as applicable.

(d) Inspections. The Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer shall inspect the subject premises prior to the issuance of an Operating Permit. Such inspections shall be performed either in-person or remotely. Remote inspections in lieu of in-person inspections may be performed when, at the discretion of the Code Enforcement Officer or an Inspector authorized by the Code Enforcement Officer, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or Inspector authorized by the Code Enforcement Officer that the premises conform with the applicable requirements of the Uniform Code and the code enforcement program. Should a remote inspection not afford the [City/Town/Village] sufficient information to make a determination, an in-person inspection shall be performed. After inspection, the premises shall be noted as satisfactory and the operating permit shall be issued, or the operating permit holder shall be notified as to the manner in which the premises fail to comply with either or both of the Uniform Code and the code enforcement program, including a citation to the specific provision or provisions that have not been met.

(e) Multiple Activities. In any circumstance in which more than one activity listed in subdivision (a) of this section is to be conducted at a location, the Code Enforcement Officer may require a separate Operating Permit for each such activity, or the Code Enforcement Officer may, in their discretion, issue a single Operating Permit to apply to all such activities.

(f) Duration of Operating Permits. Operating permits shall be issued for a specified period of time consistent with local conditions, but in no event to exceed as follows:

- (1) 180 days for tents, special event structures, and other membrane structures;
- (2) 60 days for alternative activities at a sugarhouse;
- (3) 3 years for the activities, structures, and operations determined per paragraph (9) of subdivision (a) of this section, and
- (4) 1 year for all other activities, structures, and operations identified in subdivision (a) of this section.

The effective period of each Operating Permit shall be specified in the Operating Permit. An Operating Permit may be reissued or renewed upon application to the Code Enforcement Officer, payment of the applicable fee, and approval of such application by the Code Enforcement Officer.

(g) Revocation or suspension of Operating Permits. If the Code Enforcement Officer determines that any activity or building for which an Operating Permit was issued does not comply with any applicable provision of the Uniform Code, such Operating Permit shall be revoked or suspended.

(h) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid at the time submission of an application for an Operating Permit, for an amended Operating Permit, or for reissue or renewal of an Operating Permit.

SECTION 11. FIRE SAFETY AND PROPERTY MAINTENANCE INSPECTIONS

(a) Inspections required. Fire safety and property maintenance inspections of buildings and structures shall be performed by the Code Enforcement Officer or an Inspector designated by the Code Enforcement Officer at the following intervals:

- (1) at least once every twelve (12) months for buildings which contain an assembly area;
- (2) at least once every twelve (12) months for public and private schools and colleges, including any buildings of such schools or colleges containing classrooms, dormitories, fraternities, sororities, laboratories, physical education, dining, or recreational facilities; and
- (3) at least once every thirty-six (36) months for multiple dwellings and all nonresidential occupancies.

(b) Remote inspections. At the discretion of the Code Enforcement Officer or Inspector authorized to perform fire safety and property maintenance inspections, a remote inspection may be performed in lieu of in-person inspections when, in the opinion of the Code Enforcement Officer or such authorized Inspector, the remote inspection can be performed to the same level and quality as an in-person inspection and the remote inspection shows to the satisfaction of the Code Enforcement Officer or such authorized Inspector that the premises conform with the applicable provisions of 19 NYCRR Part 1225 and the publications incorporated therein by reference and the applicable provisions of 19 NYCRR Part 1226 and the publications incorporated therein by reference. Should a remote inspection not afford the Code Enforcement Officer or such authorized Inspector sufficient information to make a determination, an in-person inspection shall be performed.

(c) Inspections permitted. In addition to the inspections required by subdivision (a) of this section, a fire safety and property maintenance inspection of any building, structure, use, or occupancy, or of any dwelling unit, may also be performed by the Code Enforcement Officer or an Inspector authorized to perform fire safety and property maintenance inspections at any time upon:

- (1) the request of the owner of the property to be inspected or an authorized agent of such owner;
- (2) receipt by the Code Enforcement Officer of a written statement alleging that conditions or activities failing to comply with the Uniform Code or Energy Code exist; or
- (3) receipt by the Code Enforcement Officer of any other information, reasonably believed by the Code Enforcement Officer to be reliable, giving rise to reasonable cause to believe that conditions or activities failing to comply with the Uniform Code or Energy Code exist; provided, however, that nothing in this subdivision shall be construed as permitting an inspection under any circumstances under which a court order or warrant permitting such inspection is required, unless such court order or warrant shall have been obtained.

(d) OFPC Inspections. Nothing in this section or in any other provision of this local law shall supersede, limit, or impair the powers, duties and responsibilities of the New York State Office of Fire Prevention and Control ("OFPC") and the New York State Fire Administrator or other authorized entity under Executive Law section 156-e and Education Law section 807-b.

Notwithstanding any other provision of this section to the contrary, the Code Enforcement Officer may accept an inspection performed by the Office of Fire Prevention and Control or other authorized entity pursuant to sections 807-a and 807-b of the Education Law and/or section 156-e of the Executive Law, in lieu of a fire safety and property maintenance inspection performed by the Code Enforcement Officer or by an Inspector, provided that:

- (1) the Code Enforcement Officer is satisfied that the individual performing such inspection satisfies the requirements set forth in 19 NYCRR section 1203.2(e);
- (2) the Code Enforcement Officer is satisfied that such inspection covers all elements required to be covered by a fire safety and property maintenance inspection;

- (3) such inspections are performed no less frequently than once a year;
 - (4) a true and complete copy of the report of each such inspection is provided to the Code Enforcement Officer; and
 - (5) upon receipt of each such report, the Code Enforcement Officer takes the appropriate action prescribed by section 17 (Violations) of this local law.
- (e) Fee. The fee specified in or determined in accordance with the provisions set forth in section 18 (Fees) of this local law must be paid prior to or at the time each inspection performed pursuant to this section. This subdivision shall not apply to inspections performed by OFPC.

SECTION 12. COMPLAINTS

The Code Enforcement Officer shall review and investigate complaints which allege or assert the existence of conditions or activities that fail to comply with the Uniform Code, the Energy Code, this local law, or any other local law, ordinance or regulation adopted for administration and enforcement of the Uniform Code or the Energy Code. The process for responding to a complaint shall include such of the following steps as the Code Enforcement Officer may deem to be appropriate:

- (a) performing an inspection of the conditions and/or activities alleged to be in violation, and documenting the results of such inspection;
- (b) if a violation is found to exist, providing the owner of the affected property and any other Person who may be responsible for the violation with notice of the violation and opportunity to abate, correct or cure the violation, or otherwise proceeding in the manner described in section 17 (Violations) of this local law;
- (c) if appropriate, issuing a Stop Work Order;
- (d) if a violation which was found to exist is abated or corrected, performing an inspection to ensure that the violation has been abated or corrected, preparing a final written report reflecting such abatement or correction, and filing such report with the complaint.

SECTION 13. CONDITION ASSESSMENTS OF PARKING GARAGES.

(a) Definitions. For the purposes of this section:

- (1) the term “condition assessment” means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;

(2) the term “deterioration” means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;

(3) the term “parking garage” means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:

- (i) buildings in which the only level used for parking or storage of motor vehicles is on grade;
- (ii) an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
- (iii) a townhouse unit with attached parking exclusively for such unit;

(4) the term “professional engineer” means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;

(5) the term “responsible professional engineer” means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term “responsible professional engineer” shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

(6) the term “unsafe condition” includes the conditions identified as “unsafe” in section 304.1.1, section 305.1.1, and section 306.1.1 of the PMCNYS; and

(7) the term “unsafe structure” means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

(b) Condition Assessments – general requirements. The owner operator of each parking garage shall cause such parking garage to undergo an initial condition assessment as described in subdivision (c) of this section, periodic condition assessments as described in subdivision (d) of this section, and such additional condition assessments as may be required under subdivision (e) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared, and provided to the Town, in accordance with the requirements of subdivision (f) of this section. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

(c) Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

(1) Parking garages constructed on or after August 29, 2018, shall undergo an initial condition assessment following construction and prior to a certificate of occupancy or certificate of compliance being issued for the structure.

(2) Parking garages constructed prior to August 29, 2018, shall undergo an initial condition assessment as follows:

(i) if originally constructed prior to January 1, 1984, then prior to October 1, 2019;

(ii) if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

(iii) if originally constructed between January 1, 2003 and August 28, 2018, then prior to October 1, 2021.

(3) Any parking garage constructed prior to the effective date of the local law enacting this provision that has not undergone an initial condition assessment prior to that effective date shall undergo an initial condition assessment prior to six (6) months after the effective date of this local law.

(d) Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.

(e) Additional Condition Assessments.

(1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

(2) If the Town becomes aware of any new or increased deterioration which, in the judgment of the Town, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (c) of this section, the owner or operator of such parking garage shall cause such parking garage (or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Town to be appropriate.

(f) Condition Assessment Reports. The responsible professional engineer shall prepare, or directly supervise the preparation of, a written report of each condition assessment, and shall submit such condition assessment report to the Town within thirty days of the condition assessment being completed. Such condition assessment report shall be sealed and signed by the responsible professional engineer, and shall include:

(1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;

(2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;

(3) an evaluation and description of the unsafe conditions;

(4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;

(5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;

(6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;

(7) the responsible professional engineer's recommendation regarding preventative maintenance;

(8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and

(9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors deemed relevant by the responsible professional engineer in their professional judgment.

(g) Review Condition Assessment Reports. The Town shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Town shall, by Order to Remedy or

such other means of enforcement as the Town may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (f). All repairs and remedies shall comply with the applicable provisions of the Uniform Code. This section shall not limit or impair the right of the Town to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.

(h) The Town shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Town with a written statement attesting to the fact that he or she has been so engaged, the Town shall make the previously prepared condition assessment reports for such parking garage (or copies of such reports) available to such professional engineer. The Town shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer.

(i) This section shall not limit or impair the right or the obligation of the Town:

(1) to perform such construction inspections as are required by section 5 (Construction Inspections) of this local law;

(2) to perform such periodic fire safety and property maintenance inspections as are required by section 11 (Fire Safety and Property Maintenance Inspections) of this local law; and/or

(3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Town by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

SECTION 14. CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA.

(a) The Code Enforcement Officer shall determine the climatic and geographic design criteria for buildings and structures constructed within this Town as required by the Uniform Code. Such determinations shall be made in the manner specified in the Uniform Code using, where applicable, the maps, charts, and other information provided in the Uniform Code. The criteria to be so determined shall include but shall not necessarily be limited to, the following:

(1) design criteria to include ground snow load; wind design loads; seismic category; potential damage from weathering, frost, and termite; winter design temperature; whether ice barrier underlayment is required; the air freezing index; and the mean annual temperature;

(2) heating and cooling equipment design criteria for structures within the scope of the RCNYS. The design criteria shall include the data identified in the Design Criteria Table found in Chapter 3 of the RCNYS; and

(3) flood hazard areas, flood hazard maps, and supporting data. The flood hazard map shall include, at a minimum, special flood hazard areas as identified by the Federal Emergency Management Agency in the Flood Insurance Study for the community, as amended or revised with:

- (i) the accompanying Flood Insurance Rate Map (FIRM);
- (ii) Flood Boundary and Floodway Map (FBFM); and
- (iii) related supporting data along with any revisions thereto.

(b) The Code Enforcement Officer shall prepare a written record of the climatic and geographic design criteria determined pursuant to subdivision (a) of this section, shall maintain such record within the office of the Code Enforcement Officer, and shall make such record readily available to the public.

SECTION 15. RECORD KEEPING.

(a) The Code Enforcement Officer shall keep permanent official records of all transactions and activities conducted by all Code Enforcement Personnel, including records of:

- (1) all applications received, reviewed and approved or denied;
- (2) all plans, specifications and construction documents approved;
- (3) all Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Stop Work Orders, and Operating Permits issued;
- (4) all inspections and tests performed;
- (5) all statements and reports issued;
- (6) all complaints received;
- (7) all investigations conducted;
- (8) all condition assessment reports received;
- (9) all fees charged and collected; and
- (10) all other features and activities specified in or contemplated by sections 4 through 14, inclusive, of this local law.

(b) All such records shall be public records open for public inspection during normal business hours. All plans and records pertaining to buildings or structures, or appurtenances thereto, shall be retained for at least the minimum time period so required by State law and regulation.

SECTION 16. PROGRAM REVIEW AND REPORTING

(a) The Code Enforcement Officer shall annually submit to Town of Duanesburg Town Board a written report and summary of all business conducted by the Code Enforcement Officer and the Inspectors, including a report and summary of all transactions and activities described in section 14 (Record Keeping) of this local law and a report and summary of all appeals or litigation pending or concluded.

(b) The Code Enforcement Officer shall annually submit to the Secretary of State, on behalf of this Town, on a form prescribed by the Secretary of State, a report of the activities of this Town relative to administration and enforcement of the Uniform Code.

(c) The Code Enforcement Officer shall, upon request of the New York State Department of State, provide to the New York State Department of State, true and complete copies of the records and related materials this Town is required to maintain; true and complete copies of such portion of such records and related materials as may be requested by the Department of State; and/or such excerpts, summaries, tabulations, statistics, and other information and accounts of its activities in connection with administration and enforcement of the Uniform Code and/or Energy Code as may be requested by the Department of State.

SECTION 17: VIOLATIONS

(a) Orders to Remedy. The Code Enforcement Officer is authorized to order in writing the remedying of any condition or activity found to exist in, on or about any building, structure, or premises in violation of the Uniform Code, the Energy Code, or this local law. An Order to Remedy shall be in writing; shall be dated and signed by the Code Enforcement Officer; shall specify the condition or activity that violates the Uniform Code, the Energy Code, or this local law; shall specify the provision or provisions of the Uniform Code, the Energy Code, or this local law which is/are violated by the specified condition or activity; and shall include a statement substantially similar to the following:

“The person or entity served with this Order to Remedy must completely remedy each violation described in this Order to Remedy by _____ [specify date], which is thirty (30) days after the date of this Order to Remedy.”

The Order to Remedy may include provisions ordering the person or entity served with such Order to Remedy (1) to begin to remedy the violations described in the Order to Remedy immediately, or within some other specified period of time which may be less than thirty (30) days; to continue diligently to remedy such violations until each such violation is fully remedied; and, in any event, to complete the remedying of all such violations within thirty (30) days of the date of such Order to Remedy; and/or (2) to take such other protective actions (such as vacating the building or barricading the area where the violations exist) which are authorized by this local law or by any other applicable statute, regulation, rule, local law or ordinance, and which the Code Enforcement Officer may deem appropriate, during the period while such violations are being remedied. The Code Enforcement Officer shall cause the Order to Remedy, or a copy thereof, to be served on the

owner of the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy. The Code Enforcement Officer shall be permitted, but not required, to cause the Order to Remedy, or a copy thereof, to be served on any builder, architect, tenant, contractor, subcontractor, construction superintendent, or their agents, or any other Person taking part or assisting in work being performed at the affected property personally or by registered mail or certified mail within five (5) days after the date of the Order to Remedy; provided, however, that failure to serve any Person mentioned in this sentence shall not affect the efficacy of the Compliance Order.

(b) Appearance Tickets. The Code Enforcement Officer and each Inspector are authorized to issue appearance tickets for any violation of the Uniform Code.

(c) Penalties. In addition to such other penalties as may be prescribed by State law,

(1) any Person who violates any provision of this local law or any term, condition, or provision of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be punishable by a fine of not more than \$350.00 per day of violation, or imprisonment not exceeding 15 days, or both; and

(2) any Person who violates any provision of the Uniform Code, the Energy Code or this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law, shall be liable to pay a civil penalty of not more than \$350.00 for each day or part thereof during which such violation continues. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of this Town.

(d) Injunctive Relief. An action or proceeding may be instituted in the name of this Town, in a court of competent jurisdiction, to prevent, restrain, enjoin, correct, or abate any violation of, or to enforce, any provision of the Uniform Code, the Energy Code, this local law, or any term or condition of any Building Permit, Certificate of Occupancy, Certificate of Compliance, Temporary Certificate, Stop Work Order, Operating Permit, Order to Remedy, or other notice or order issued by the Code Enforcement Officer pursuant to any provision of this local law. In particular, but not by way of limitation, where the construction or use of a building or structure is in violation of any provision of the Uniform Code, the Energy Code, this local law, or any Stop Work Order, Order to Remedy or other order obtained under the Uniform Code, the Energy Code or this local law, an action or proceeding may be commenced in the name of this Town, in the Supreme Court or in any other court having the requisite jurisdiction, to obtain an order directing the removal of the building or structure or an abatement of the condition in violation of such provisions. No action or proceeding described in this subdivision shall be commenced without the appropriate authorization from the Town Board of the Town of Duanesburg.

(e) Remedies Not Exclusive. No remedy or penalty specified in this section shall be the exclusive remedy or remedy available to address any violation described in this section, and each remedy or penalty specified in this section shall be in addition to, and not in substitution for or limitation of,

the other remedies or penalties specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. Any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any other remedy or penalty specified in this section, in section 6 (Stop Work Orders) of this local law, in any other section of this local law, or in any other applicable law. In particular, but not by way of limitation, each remedy and penalty specified in this section shall be in addition to, and not in substitution for or limitation of, the penalties specified in subdivision (2) of section 382 of the Executive Law, and any remedy or penalty specified in this section may be pursued at any time, whether prior to, simultaneously with, or after the pursuit of any penalty specified in subdivision (2) of section 382 of the Executive Law.

SECTION 18: FEES

A fee schedule shall be established by resolution of the Town Board of the Town of Duanesburg. Such fee schedule may thereafter be amended from time to time by like resolution. The fees set forth in, or determined in accordance with, such fee schedule or amended fee schedule shall be charged and collected for the submission of applications, the issuance of Building Permits, amended Building Permits, renewed Building Permits, Certificates of Occupancy, Certificates of Compliance, Temporary Certificates, Operating Permits, fire safety and property maintenance inspections, and other actions of the Code Enforcement Officer described in or contemplated by this local law.

SECTION 19. INTERMUNICIPAL AGREEMENTS

The Town Board of the Town of Duanesburg may, by resolution, enter into an agreement, with other governments to carry out the terms of this local law, provided that such agreement does not violate any provision of the Uniform Code, the Energy Code, Part 1203 of Title 19 of the NYCRR, or any other applicable law.

SECTION 20. PARTIAL INVALIDITY

If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

SECTION 21. EFFECTIVE DATE

This local law shall take effect on December 30, 2022 and shall be filed in the office of the New York State Secretary of State in accordance with section 27 of the Municipal Home Rule Law. On December 30, 2022 and filing of this Local Law in the office of the New York State Secretary of State, Local Law #7 of 2006 shall be repealed.

**NOTICE OF PUBLIC HEARING
TOWN OF DUANESBURG**

NOTICE IS HEREBY GIVEN, that the Town Board of the Town of Duanesburg will conduct a PUBLIC HEARING on July 14, 2022 at 7:00 P.M. at the Town Offices located at 5853 Western Turnpike, Duanesburg, New York 12056, at which time all parties in interest and citizens shall have an opportunity to be heard as to whether the Town Board of the Town of Duanesburg shall adopt "Local Law No. 2 of the Year 2022, to Establishing A Local Government Code Enforcement Program". The proposed Local Law No. 2 of 2022 is available for review and inspection at the Town Offices during regular office hours and on the Town's website.

Dated: Duanesburg, New York
June 23, 2022

BY ORDER OF THE TOWN BOARD

JENNIFER HOWE, TOWN CLERK

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION - 22

June 23, 2022

WHEREAS, the Town has contracted with OMNIS Computers under a Master Services Agreement for professional computer services including licenses for software, hardware, support and maintenance services, and/or subscription services; and

WHEREAS, the Town has negotiated the attached revised Master Services Agreement with OMNIS; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the attached Master Services Agreement with OMNIS.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on June 23, 2022.

William Wenzel, Town Supervisor

Brandy Fall, Deputy Clerk

Present:

Absent:

Council Members:

William Wenzel	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("Agreement") is made this 1st day of January 2022 ("Effective Date") by and between Omnis Computers & Supplies, Inc., 141 Erie Blvd., Schenectady N.Y. 12305 and Town of Duanesburg @ 5853 Western Turnpike Duanesburg N.Y. 1206 ("Client").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Client's purchases from OMNIS COMPUTERS, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "**Product**"). Client hereby engages and retains OMNIS COMPUTERS to render Services as more particularly set forth in the "**Statement of Work**" or "**SOW**" attached hereto and incorporated herein by reference or subsequent Statements of Work

1.1 Statement of Work (SOW)

- Green Service Contract
- 24/7 Monitoring & Proactive Support
- Unlimited Help- Desk Support
- Unlimited Remote Remediation
- Automated Maintenance
- End-User Portal Access
- Guaranteed Response time within 3 hours
- Emergency (server down) Remote Weekend & After Hour Remote Support included
- Onsite Support Weekend & After Hour \$150 per Hour
- Unlimited Technology Consulting
- New Project Work \$100 per Hour
- Daily Server Backup
- Guaranteed priority
- Automated Documentation/Change Tracking
- Technology Vendor Management
- Managed Backup 2 TB included (additional tiered cloud storage available at \$65 per TB over 2TB)
- Discounted hardware
- Virtual CIO (yearly or as needed)

1 sever @ \$120.00

Bitdefender AV- 2.50 per PC @ 50.00

20 workstations @ \$ 21.50 each

Managed backup @ \$125

Total per month \$730.00

Client acknowledges that services **do not** include the following:

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e-mail: scott@omnis1.com

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- Emergency support that is not provided remotely or is requested after normal business hours. Emergency support that requires an onsite visit is billable at the after-hours billable rate of 1.5 times the normal hourly rate unless otherwise included in the contract. Additionally, any non-emergency request that is not scheduled in advance but is required outside of normal hours will be classified as a billable charge at 1.5 times the normal billable rate unless otherwise included in the contract.
- Major projects including new server installations, new application installations, major software upgrades.
- The cost of parts not covered by manufacturer/vendor warranty. The cost of parts, shipping, licensing, software renewals or upgrade fees (that are not explicitly included in contract). Third party vendors, manufacturer support for incident fees, or the cost of bringing the clients environment into compliance with any regulatory standards (unless specifically indicated in contract).
- Service and repair of any unauthorized alterations or modifications of hardware, or software installations made by anyone other than Omnis employees.

Client acknowledges

- Emergencies constitute major server outages, full network outages or other major disruptions that prevent the normal functionality of a multiple members of client company. To facilitate this, we request that an after-hours emergency contact is put in place to approve or deny any requested work.
- Clients network/computer infrastructure must meet the following minimum standards
 - All computers have Windows 10 Pro or higher.
 - Server(s) have an operating system that is not considered end of life.
 - All server hardware is under warranty and actively receiving updates from the manufacturer.
 - Firewall(s) that has an active security subscription and is not end of life.
 - Switch(s) and Access Points that are not classified as end of life.
 - Line of business applications are on a currently supported version by the vendor and/or active maintenance contract or subscription

After multiple denied recommendations to keep the **Client environment** in alignment with best practices **Omnis Computers** reserves the right to bill for **ANY** work pertaining to the out of alignment item(s) at the normally billable rate.

- This service is a **prepaid** service due on the first of each month.

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2. GENERAL REQUIREMENTS.

2.1 System. For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.

2.2 Maintenance; Updates. If patches and other software-related maintenance updates ("Updates") are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.

2.3 Third-Party Vendors and Service Providers. We do not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform you. Your right to use the Third-Party Products is subject to your Agreement with us, and to your understanding of, compliance with and consent to the terms and conditions of the Third-Party agreements, which we do not have authority to vary, alter or amend.

Therefore, OMNIS COMPUTERS may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with the Agreement. OMNIS COMPUTERS shall not, however, subcontract any Services to a third party without the prior written consent of Client. If Client so consents, OMNIS COMPUTERS will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products or Services, and OMNIS COMPUTERS will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Provider. The Third-Party Provider may require the OMNIS COMPUTERS to sign a contract with the Third-Party Provider for its services ("Third-Party Contract") and the terms of the Third-Party Contract may require certain conditions and requirements upon Client. The terms and conditions of any such Third-Party Contract(s) will be provided to the Client or attached to the Scope of Work which identifies the Third-Party Service Provider and the associated terms and conditions. Client hereby agrees to review all Third-Party Contracts and consents to the terms and condition of those Third-Party Contracts which Client has consented OMNIS COMPUTERS contract upon its behalf.

2.4 Third Party Support. If, in OMNIS COMPUTERS's discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$100, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.

2.5 Advice; Instructions. From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System's server or hard drive capacity or replacing obsolete equipment.) You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow OMNIS COMPUTERS's advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.

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3. **TERM AND TERMINATION.** This Agreement will begin on the Effective Date and will continue until each Order expires or is terminated. OMNIS COMPUTERS may: (a) terminate a specific Order if Client fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from OMNIS COMPUTERS of non-payment; and/or (b) terminate this Agreement or an Order if Client commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from OMNIS COMPUTERS. If an Order for Services is terminated, Client will promptly pay OMNIS COMPUTERS for Services rendered, and expenses incurred through the termination date.

Client may (a) terminate this Agreement or an Order if OMNIS COMPUTERS commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from Client; and/or (b) terminate for any reason with ninety (90) days written notice to OMNIS COMPUTERS.

4. **PAYMENT.** Client will pay OMNIS COMPUTERS all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of OMNIS COMPUTERS). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) (or any other interest rate in accordance with the state's law) per month from the date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by OMNIS COMPUTERS or its representatives in enforcing its rights under this Agreement, provided that OMNIS COMPUTERS is successful on the merits. Client's obligation to pay undisputed amounts due for Services and OMNIS COMPUTERS's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in an Order. Unless otherwise stated in a SOW, Client agrees to pay or reimburse OMNIS COMPUTERS for all actual, necessary, and reasonable expenses incurred by OMNIS COMPUTERS in performance of such SOW, which are capable of verification by receipt. OMNIS COMPUTERS will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Statement of Work.

5. **CONFIDENTIALITY AND NON-DISCLOSURE.** Both Parties to this Agreement recognize that, from time to time, they may come into contact with information that the other Party considers confidential. Confidential Information is defined for this Agreement as all information (whether written or oral) that comes into a Party's possession under or in connection with this Agreement that is reasonably considered by the disclosing Party to be confidential and is clearly identified as confidential. The Parties shall keep all Confidential Information in strict confidence.

The recipient will use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; only use Confidential Information to perform its obligations and exercise its rights under this Agreement; not disclose Confidential Information to any third party; when requested by the disclosing Party, return or destroy the Confidential Information.

6. **PROVISION OF MATERIALS AND SERVICES TO OMNIS COMPUTERS.** Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of OMNIS COMPUTERS or its contracted subcontractors, performing the services. Client will also provide OMNIS COMPUTERS or its contracted subcontractors, with access to all information, passwords and facilities requested by OMNIS COMPUTERS that is necessary for OMNIS COMPUTERS or its contracted subcontractors, to perform the services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that the OMNIS COMPUTERS or its contracted subcontractors, may be unable to perform their duties adequately.

7. **WORKING ENVIRONMENT.** Client shall provide a suitable working environment for any Equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility.

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8. RESPONSIBILITY FOR EQUIPMENT. Client acknowledges that from time to time (a) OMNIS COMPUTERS may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for OMNIS COMPUTERS to meet Client's requirements. In connection therewith, Client agrees to work in good faith with OMNIS COMPUTERS to effectuate such purchases or changes. In the event that OMNIS COMPUTERS is required to purchase any assets, including computer hardware and/or software, in connection with OMNIS COMPUTERS providing the services, all such assets will remain the sole property of OMNIS COMPUTERS unless specifically stated otherwise in writing. Client will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to OMNIS COMPUTERS or its contracted subcontractors, do not infringe or violate the rights of any third party. Client will maintain adequate backup for all data and other items furnished to OMNIS COMPUTERS.

9. CLIENT DATA OWNERSHIP AND RESPONSIBILITY. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by Client to OMNIS COMPUTERS.

10. INTELLECTUAL PROPERTY. OMNIS COMPUTERS retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

10.1. Client may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. OMNIS COMPUTERS reserves all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without OMNIS COMPUTERS's prior written approval. Except as expressly authorized in this Agreement or an Order, Client may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or OMNIS COMPUTERS business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

10.2. License Agreements.

(a) **License.** Subject to the terms of this Agreement, OMNIS COMPUTERS grants Client a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other product provided as part of the Services solely for its own internal use. At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.

(b) **Software Installation or Replication.** If OMNIS COMPUTERS is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to OMNIS COMPUTERS will be deemed Client's affirmative acknowledgement to OMNIS COMPUTERS that Client has a valid license that permits OMNIS COMPUTERS to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless OMNIS COMPUTERS in a written statement of work ("SOW") expressly agrees to conduct such monitoring.

(c) **Pre-Existing License Agreements.** Any software product provided to Client by OMNIS COMPUTERS as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third-party license agreement.

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(d) **EULA.** Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant OMNIS COMPUTERS permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

10.3. Third-Party Products. Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through OMNIS COMPUTERS ("Third Party Products") are nonrefundable once the applicable SOW is placed in our queue for delivery. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided "as is" and without any warranty whatsoever as between OMNIS COMPUTERS and you (including but not limited to implied warranties).

11. WARRANTY. OMNIS COMPUTERS warrants that it or its contracted subcontractors, will perform the services substantially in accordance with the specifications set forth whether under this agreement, a SOW, other work order or otherwise in connection with any of them. For any breach of the foregoing warranty, OMNIS COMPUTERS or its contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to OMNIS COMPUTERS specifying in reasonable detail such non-conformance. If OMNIS COMPUTERS concludes that conformance is impracticable, then OMNIS COMPUTERS will refund all fees paid by Client to OMNIS COMPUTERS hereunder, if any, allocable to such nonconforming Services.

11.1. Notwithstanding any provision to the contrary in this Agreement, any warranty offered and provided directly by OMNIS COMPUTERS product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than OMNIS COMPUTERS, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by OMNIS COMPUTERS (ii) misused, abused, or not operated in accordance with the specifications of OMNIS COMPUTERS or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than OMNIS COMPUTERS or persons approved or designated by OMNIS COMPUTERS.

Notwithstanding the above, OMNIS COMPUTERS does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. OMNIS COMPUTERS does not guarantee or promise any cost savings, profits, or returns on investment.

12. SOFTWARE HARDWARE & SECURITY. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure the Client must maintain proper security for its computer and information system including software and hardware updates. Client will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth and recommended by OMNIS COMPUTERS.

13. CLIENT CYBER SECURITY. It is understood that the services provided under this MSA are limited to the Scope of Work as detailed in Paragraph 1, or any subsequent Scope of Work. Unless otherwise specified in the Scope of Work, it is not the intent, nor does the OMNIS COMPUTERS provide any type of internet security monitoring, cyber security monitoring, cyber terrorism monitoring, or other cyber threats for the Client. As cyber threats are always evolving it is strongly recommended that the Client engage the services of a cyber protection third party vendor to monitor the cyber controls and cyber activities in the system. Upon request OMNIS COMPUTERS may provide to Client several companies that provide cyber protection. OMNIS COMPUTERS can

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assist in evaluating Clients specific needs, but it is understood and agreed that OMNIS COMPUTERS does not offer nor provide cyber security under this Agreement.

14. TERRORISM. In no event, including the negligent act or omission on its part, shall OMNIS COMPUTERS, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

15. TELEMARKETING & UNSOLICITED EMAILS. In no event, including the negligent act or omission on its part, shall OMNIS COMPUTERS or its contracted subcontractors, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

16. EXTRAORDINARY EVENTS. In no event, including the negligent act or omission on its part, shall OMNIS COMPUTERS or its contracted subcontractors, whether under this Agreement, an SOW, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

17. RELEASE WITH LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT OR ANY SOW AND IS A BARGAINED-FOR AND MATERIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT OMNIS COMPUTERS WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. CLIENT AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASOR PARTIES") AGREES TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, AGREES TO RELEASE THE OMNIS COMPUTERS AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF OMNIS COMPUTERS PROFESSIONAL LIABILITY COVERAGE IN ACCORDANCE WITH THIS AGREEMENT, FOR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. NO

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CIRCUMSTANCES SHALL OMNIS COMPUTERS'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE PROFESSIONAL LIABILITY INSURANCE COVERAGE IN ACCORDANCE WITH THIS AGREEMENT. OMNIS COMPUTERS SHALL NOT BE LIABLE TO CLIENT FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THIS AGREEMENT.

18. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW SHALL AT ALL TIMES DEFEND, INDEMNIFY, PAY, SAVE AND HOLD THE OTHER PARTIES AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MUTUALLY INDEMNIFIED PARTIES") HARMLESS FROM EACH AND ANY AND ALL LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, SUITS, CIVIL OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING, LOSSES, CLAIMS, ACTIONS, VIOLATIONS, FINES AND PENALTIES (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND ANY OTHER REASONABLE COSTS OF LITIGATION) (HEREINAFTER COLLECTIVELY, THE "CLAIMS") THAT ANY OF THE MUTUALLY INDEMNIFIED PARTIES MAY SUFFER, SUSTAIN OR INCUR TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THIS AGREEMENT.

19. RESPONSE; REPORTING.

- 19.1. Response.** OMNIS COMPUTERS warrants and represents that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.
- 19.2. Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM EST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
- 19.3. Client-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").
- 19.4. Vendor-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.
- 19.5. Remedies; Limitations.** Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

20. SERVICE ASSUMPTION LIABILITY LIMITATION. It is mutually agreed that OMNIS COMPUTERS will have no responsibility for any deficiencies in the current operating systems until the OMNIS COMPUTERS has had a reasonable opportunity to conduct a review the current system and to provide Client with their recommendations.

21. PROVIDER INSURANCE. OMNIS COMPUTERS agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, OMNIS COMPUTERS will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000).

22. CLIENT INSURANCE.

22.2 Cyber Insurance. Client shall secure and maintain for the duration of the contract Cyber Liability Insurance to insure Client's cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine your specific coverage and policy limit requirements.

22.3 Mutual Waiver of Subrogation. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS PROFESSIONAL LIABILITY GENERAL LIABILITY. PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD THE OMNIS COMPUTERS RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT THE CLIENTS INSURANCE POLICIES REFERENCED ABOVE PROVIDES FOR THE WAIVER OF SUBROGATION INCLUDED IN THE MASTER SERVICE AGREEMENT.

23. DISCLAIMERS. The express remedies set forth in this Agreement will constitute Client's exclusive remedies, and OMNIS COMPUTERS's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY OMNIS COMPUTERS IN SECTION 10, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." OMNIS COMPUTERS DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

OMNIS COMPUTERS DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

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No statement by any OMNIS COMPUTERS employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

24. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

25. AMENDMENT. This Agreement may not be amended except by a writing executed by an authorized individual of the OMNIS COMPUTERS.

26. RELATIONSHIP. The Parties are independent parties; and this Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, sub-contractor or other commission-based relationship, between any party that referred OMNIS COMPUTERS or Client to the other party to this Agreement.

27. LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York.

28. WAIVER. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

29. FORCE MAJEURE. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

30. DATA ACCESS/STORAGE. Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

31. ASSIGNMENT. Client may not assign its rights or obligations under this Agreement without OMNIS COMPUTERS's prior written consent which shall not be unreasonably withheld.

32. COUNTERPART AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Client's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Client's hand.

33. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter.

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Computers &
Reprographics

Client NYCPG
Town of Duanesburg

OMNIS COMPUTERS – Omnis Computers & Supplies, Inc.

By: _____

By: _____

Date: _____

Date: _____

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