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



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

5853 Western Turnpike Duanesburg, New York 12056

# **Town of Duanesburg**

Schenectady County

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

# Thursday, June 29, 2023

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

Topic: Town of Duanesburg's Town Board Meeting

Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 826 0276 5395

Passcode: 900427

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

Meeting ID: 826 0276 5395 Passcode: 900427

# Special Town Board Meeting Agenda

**Meeting Time: 7:00PM** 

Call to order Pledge of Allegiance

Reading of Letter from Pure Sky Energy

### **Business Meeting:**

- 1. Motion to approve the amended Memorandum of Agreement.
- 2. Motion to appoint James Slurff as a mechanic.
- 3. Motion to approve Professional Services Invoice No. 4 in the amount of \$54,101.97 to Brunswick Electric.
- 4. Motion to approve Professional Services Invoice No. 9 in the amount of \$40,408.22 to MCJ Construction.

Privilege of the Floor:

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

PLEASE NOTE: AGENDA ITEMS MAY BE ADDED OR DELETED WITHOUT NOTICE



June 22, 2023

Town of Duanesburg 5853 Western Turnpike, Duanesburg, New York 12056

Re: Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC Update

Dear Supervisor Wenzel,

PureSky Development Inc. ("**PureSky**") (formerly branded as AMP Solar Development Inc.) would like to provide an update regarding the Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC (collectively the "**Projects**") solar and battery energy storage projects being constructed in the Town of Duanesburg. As communicated with Town of Duanesburg (the "**Town**") representatives on approximately December 20, 2022, and in subsequent email updates in April and May 2022, site construction progress has slowed since a racking failure occurred during a December 17, 2022 snowstorm. The failure occurred before the racking system's snow safety features had been commissioned.

Since then, PureSky and its contractor have engaged third-party structural engineering experts to evaluate the cause of the failure and develop a remediation and go forward construction plan. Construction progress was slowed until the cause of the collapse could be confirmed by third-party experts and site and worker safety could be ensured. The project maintained a site manager during the slowdown phase, and the PureSky team has maintained communication with PrimeAE, the Town's third-party engineer.

The third-party engineering root cause analysis has recently sufficiently progressed to guide potential remediation measures. PureSky and its contractors and suppliers are using the expert findings to develop a remediation plan to ensure project safety while completing construction. In addition to the third-party experts hired by PureSky and its contractor, the collapse has also been subject to insurance examinations, which restricted the movement of damaged equipment. PureSky expects these insurance inspections to conclude in two to four weeks. At that time, the collapsed materials will be removed and properly managed, including disposal as applicable.

Limited construction activities will commence in late June or early July as the site will be mowed and prepared for the ramping up of construction activities. More extensive activities will likely begin in July as PureSky will commence post remediation activities to ensure the Project's structural integrity. However, there is a chance that this date could slip into August based on delayed supply chains and when equipment is delivered to

<sup>&</sup>lt;sup>1</sup> The US operations of AMP Solar Group were sold to Fiera Infrastructure and Palisade Infrastructure Group on June 12, 2023. As the AMP brand is owned by the global AMP Solar Group, the US operations were rebranded as PureSky Energy. However, there are no changes to the project team. The Town will continue to collaborate with the same individuals. Additionally, the projects are still owned and will be operated by Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC, which are owned by PureSky. This corporate structure mirrors how the project companies were previously owned by AMP Solar Group. Please reference Exhibit 1 for more information about PureSky Energy, Fiera Infrastructure, and Palisade Infrastructure Group.



the site. PureSky intends to commence post remediation activities as soon as feasible, as construction and operation of these projects remain a priority.

PureSky would also like to provide an update regarding the state of the battery energy storage system. While the battery **enclosures** were installed onsite in 2022, the stacks / electrochemical components have **not** been installed and no energy is held/stored in the enclosures. The stacks (the physical components that hold the energy) are currently located in a conditioned offsite facility. They are **not** kept at the project site, where they would be exposed to the summer heat and elements. The equipment currently installed on site is essentially empty shipping containers. The energy storage components cannot be installed within the enclosures until the site has grid electricity to power the HVAC, fire detection, and fire suppression systems examined by the Planning Board.

PureSky remains committed to meeting all project safety obligations prior to installing the battery energy storage system. National Grid will not provide the grid electricity until the solar components are complete. PureSky does not plan to energize the battery energy storage system this summer and will provide an update on the expected timing once the remediation plan is solidified.

Thank you for your time and consideration. Please feel free to reach out with any questions or concerns by calling me at 781-234-8743.

Sincerely,

William Pedersen

William H Pedersen

Authorized Signatory

Oak Hill Solar 1 LLC and Oak Hill Solar 2 LLC

By: PureSky Energy Inc.



# **Exhibit 1: PureSky Energy**



# Fiera Infrastructure & Palisade Infrastructure Group complete the acquisition of Amp US, a Leading Renewable Energy & **Battery Storage Platform**

June 12, 2023

TORONTO, Canada and NEW YORK, United States, June 12, 2023 - A consortium comprising funds managed by Fiera Infrastructure Inc. ("Fiera Infrastructure"), an affiliate of Fiera Capital Corporation (TSX: FSZ), and Palisade Infrastructure Group ("Palisade Infrastructure"), have completed the joint acquisition of 100% of the equity interests in Amp US Primary Holdings Inc. ("Amp US"), a US-based renewable energy generation and battery storage business from Amp Solar Group Inc. ("Amp Energy"), a Canadian-based global energy transition platform.

Amp US is a leading developer, owner and operator of US community solar and storage projects with headquarters in Denver, Colorado. Since entering the US market in 2016, the platform has rapidly expanded its scale and currently operates a portfolio with generation capacity of approximately 200 MW<sub>DC</sub> across 39 operating or under-construction projects expected to be completed in the short term. The company's large pipeline of solar and storage projects across existing and new US markets, including a recently-acquired 22 MW<sub>DC</sub> portfolio in New York, and experienced management team, has placed the platform in a primary position within the distributed generation market.

Amp US will now operate under the name PureSky Energy Inc. ("PureSky"). PureSky will remain deeply focused on decarbonization through the development and deployment of renewable energy projects, "Enabling equitable access to energy is core to our culture and goals. We are excited to continue to scale our platform in this new chapter with Fiera Infrastructure and Palisade Infrastructure as our partners," said Nicole LeBlanc, PureSky's acting President. "We are committed to developing and operating renewable projects across the country that have economic, ethical, and environmental benefits." Additional information about PureSky can be found at www.PureSkyEnergy.com.

"We are pleased to be finalizing our investment into PureSky. As a leading US community solar business, it is very well positioned to benefit from the ongoing energy transition in the US, and we look forward to supporting the management team to expand the platform's horizons beyond existing markets," said Mike Reynolds, Managing Director, Americas of Palisade Infrastructure.



Amp Energy has seen tremendous growth in all key global markets including the US over the past few years. In 2021, Carlyle became a key equity investor. "Amp has repeatedly demonstrated its ability to build attractive businesses through disruptive investment strategies at the forefront of the Energy Transition. We are proud to have supported the company to reach this milestone and look forward to expanding our partnership with Amp," said Ferris Hussein, Managing Director at Carlyle.

"I'm particularly proud of the strength and depth of the US team, which has grown as part of Amp Energy's global platform over the past 7 years. Palisade Infrastructure and Fiera Infrastructure are great partners, and we are excited to see Amp US continue its growth trajectory with its new owners. It was an exceptional joint effort to get this transaction finalized," said Dave Rogers, Founder and CEO of Amp Energy.

Fiera Infrastructure and Palisade Infrastructure will continue to support the company's long-term strategy to develop, own and operate its growing portfolio and bring the financial and economic benefits of solar generation and battery storage to local communities across the US, including low-to-moderate income households and housing authorities. Furthermore, the company's existing portfolio comprising operating and under-construction projects is expected to abate approximately 171,000 tonnes of CO<sub>2</sub> annually by 2024.

Macquarie Capital acted as financial advisor and DLA Piper LLP US acted as legal advisor to Fiera Infrastructure and Palisade Infrastructure on the transaction. KeyBanc Capital Markets acted as financial advisor and Milbank acted as legal advisor to Amp Energy on the transaction.

#### About Fiera Infrastructure

Fiera Infrastructure is a leading global mid-market direct infrastructure investor operating across all subsectors of the infrastructure asset class and an affiliate of Fiera Capital Corporation. Led by a team of highly experienced and specialized professionals, the firm leverages strong global relationships, with a local presence in Toronto, London, and New York. Fiera Infrastructure has assets under management and commitments of C\$4.0 billion as of March 31, 2023. Fiera Infrastructure has invested in more than 50 infrastructure assets across utilities, telecommunications, transportation, renewables, and PPPs.

#### About Fiera Capital Corporation

Fiera Capital Corporation (or "Fiera Capital" or "the Company") is a leading independent asset management firm with a growing global presence and approximately C\$164.7 billion in assets under management as of March 31, 2023. The Company delivers customized and multi-asset solutions across public and private market asset classes to institutional, financial intermediary and private wealth clients across North America, Europe



Headquartered in Montreal, Fiera Capital, with its affiliates in various jurisdictions, has offices in over a dozen cities around the world, including New York (U.S.), London (UK), and Hong Kong (SAR).

Each affiliated entity (each an "Affiliate") of Fiera Capital only provides investment advisory or investment management services or offers investment funds in the jurisdictions where the Affiliate and/or the relevant product is registered or authorized to provide services pursuant to an exemption from registration.

In the U.S., asset management services are provided by Fiera Capital's affiliates who are investment advisers that are registered with the U.S. Securities and Exchange Commission (SEC) or exempt from registration. Registration with the SEC does not imply a certain level of skill or training. For details on the particular registration of, or exemptions therefrom relied upon by, any Fiera Capital entity, please consult this webpage.

Additional information about Fiera Capital Corporation, including the Company's annual information form, is available on SEDAR at www.sedar.com.

About Palisade Infrastructure Group

Palisade Infrastructure Group is a global independent, specialist infrastructure and real assets manager with a local presence in New York, Sydney and Melbourne. Our primary focus is generating outstanding risk-adjusted returns for our institutional and wholesale investors by investing in mid-market infrastructure and infrastructure adjacent assets in a sustainable manner.

Palisade Infrastructure's North American infrastructure capability leverages its extensive track record of successful investment in Australia & New Zealand and is focused on the energy transition, digitization and transport infrastructure sectors. It employs a partnership-focused approach with a long-term investment horizon.

Palisade Impact is part of the Palisade Infrastructure Group and is a specialist, impact investment manager that provides institutional and wholesale investors with access to investments targeting solutions to environmental and social challenges.

About Amp Energy

Amp Energy is a leading global energy transition platform, which develops renewables, battery storage, and hydrogen at scale, together with proprietary AI-enabled grid flexibility through its Amp X digital technology platform. Since its inception 14 years ago, Amp Energy has developed and built over 3 GW of assets globally, 4 GW either in late-stage development or construction, and over 20GW of a pipeline. Amp Energy is backed by major investments from institutional capital partners including global private equity firm Carlyle, who has



group of assets, providing flexibility, resilience and system stability at the lowest possible price.

Disclosure

This press release may contain "forward-looking statements" which reflect the current expectations of Fiera Capital, Palisade Infrastructure and/or their affiliates. These statements reflect current beliefs, expectations and assumptions with respect to future events and are based on information currently available. Although based upon what Fiera Capital, Palisade Infrastructure and their affiliates believe to be reasonable assumptions, there is no guarantee that actual results, performance, or achievements will be consistent with these forward-looking statements. There is no obligation for Fiera Capital, Palisade Infrastructure and/or their affiliates to update or alter any forward-looking statements, whether as a result of new information, future events or otherwise.

The information presented is for informational purposes only and is not intended to be, and should not be construed as, an offer to sell, or the solicitation of an offer to buy, any investment product. The information presented in this document, in whole or in part, is not investment, tax, legal or other advice, nor does it consider the investment objectives or financial circumstances of any investor.

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For further information please contact:

Fiera Infrastructure Investor Relations + 1 416 646 2707 info@fierainfrastructure.com

Palisade Infrastructure Mike Reynolds Managing Director, Americas + 1914 886 7452 mike.reynolds@palisadeinfrastructure.com

Amp Energy Communications +19052717800 communications@amp.energy

#### TOWN OF DUANESBURG TOWN BOARD

#### **RESOLUTION** - 23

June 29, 2023

WHEREAS, the Town Board has reviewed the attached MOA which will, among other things. increase the payment made to Town Highway employees subject to the Collective Bargaining Agreement as set forth in the MOA;

WHEREAS, the Town Highway Superintendent has reviewed this MOA and recommends that the Town Board approve it to address recruitment and retention issues that have arisen this year;

WHEREAS, because these positions have been vacant for some months, the Town Board believes that the necessary increase in the rate of pay will not increase the expenses beyond what was budgeted for, however, the Town Board also recognizes that the Town was not able to recruit and retain qualified individuals for the Town Highway Department in the absence of taking this action:

NOW, THEREFORE, BE IT RESOLVED, the Town Board hereby approves the attached MOA.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at a special meeting on June 29, 2023.

Jennifer Howe, Town Clerk William Wenzel, Town Supervisor Present:

Absent:

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

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into by and between the TOWN OF DUANESBURG ("Town") and AFSCME COUNCIL 66, SCHENECTADY COUNTY TOWN & VILLAGE EMPLOYEES UNION, LOCAL 1130A ("Union") (Town and Union collectively, "Parties"), effective June 29, 2023.

WHEREAS, the terms and conditions of employment for Local 1130A are governed by a labor relations agreement between the Town and the Union for the period January 1, 2021 through December 31, 2026 ("CBA"); and

WHEREAS, on June 2, 2023, the Union and Town discussed, via telephone, recruiting and retraining employees at the Highway, and

WHEREAS, the Parties have reviewed a pay analysis (Attachment 2) to determine compensation in order to recruit and retain employees at the Town Highway Department, and

WHEREAS, the Parties are desirous of adjusting Appendix A of the Collective Bargaining Agreement (CBA) to address compensation to recruit and retain employees at the Town Highway Department.

The parties therefore agree as follows:

- 1. See Attachment 1
- 2. This Agreement shall be effective immediately upon its execution and subject to approval by the Duanesburg Town Board.
- 3. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original, and together shall constitute one agreement.

TOWN OF DUANESBURG			SCHENECTADY COUNTY PLOYEES UNION, LOCAL
Bill Wenzel, Supervisor		Ma Colle	6/29/2023
Bill Wenzel, Supervisor	Dated	Alex Catello, LRS	Dated

# Attachment 1 APPENDIX A - WAGES

Employees hired prior to June 29
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All MEOs currently on the rolls will receive a \$4/hr. increase to their current rate of pay. Additional increases will follow according to the chart below.

Employees hired on or after June 29, 2023

	6/29/2023	1/1/2024	1/1/2025	1/1/2026
Motor Equipment Operator*	\$22.22- \$25.45	3%	3%	3%
Mechanic (Detailed)**	+ \$2.30/hr	+ <b>\$2.30</b> /hr	+ \$2.30/hr	+ \$2.30/hr
Mechanic***	\$27.90	3%	3%	3%
Laborer****	\$18.44	\$18.99	\$19.56	\$20.15

Employees hired on or after June 29, 2023, shall be considered as probationary employees for the first 52 weeks of their employment. Probationary employees shall not be covered under article XIX (Discipline and Discharge) of the CBA, but shall receive all other rights and benefits of the CBA.

- \* Persons hired as MEO on or after date above must have a CDL and will be paid a starting rate of \$22.22 \$24.37 per hour based on experience as follows:
  - No experience \$22.22/hour;
  - 1 yr. experience \$23.29/hour:
  - 2 or more yrs, experience \$25.45/hour:

Hiring rates will not increase by negotiated increases, but an incumbent will receive a raise based on the negotiated increase if he/she is employed on the raise date. Any loss or suspension of license shall be dealt with through normal disciplinary procedures.

- \*\* Current MEOs and/or Laborers detailed or temporarily assigned to Mechanic, will receive an additional \$2.30/hour to their current hourly wage.
- \*\*\* Any newly hired full-time Mechanic will receive a \$27.90/hour starting rate of pay.
- \*\*\*\* Any newly hired Laborers will be required to obtain a CDL-B or higher within 12 months of date of hire.
  - 1. Laborers will be allowed to attend CDL Training without loss of leave or pay upon providing proof to Highway Superintendent of scheduled training classes.
  - 2. Any Laborers failing to obtain CDL within 12 months of being hired, will have been deemed as voluntarily separating from the Town.\*
  - 3. Upon proof of obtaining CDL, Laborers will be promoted to MEO at the base rate of pay.
  - \* 12 months may be extended if Laborer is unable to obtain CDL due to circumstances beyond their control (i.e.. Closures, acts of God, pandemic, etc.) at the discretion of the Highway Superintendent.

# Attachment 2 Wage Survey for NY C66 - Duanesburg

Mechanic	Jurisdiction	Hou	ırly Min	Hourly Max		
General Equipment Mechanic	Niskayuna	\$	29.59	\$	31.64	
Automotive Mechanic I	Bethlehem	\$	26.04	\$	31.47	
Automotive Mechanic	Montgomery County	\$	21.49	\$	28.55	
Mechanic	Duanesburg	\$	25.36	\$	27.71	
Heavy Equipment Mechanic	Rotterdam	\$	27.23		No max	
Average of comparable employers		\$	26.09	\$	30.55	

Motor Equipment Operator	Jurisdiction	Hot	ırly Min	Hourly Max		
Motor Equipment Operator - Heavy 1	Niskayuna	\$	30.22	\$	32.30	
Motor Equipment Operator II	Montgomery County	\$	22.46	\$	29.83	
Motor Equipment Operator	Duanesburg	\$	20.47	\$	22.36	
Equipment Operator I/II	Bethlehem	\$	23.45			
Motor Equipment Operator (Heavy)	Rotterdam	\$	26.40		No max	
Average of comparable employers		\$	25.63	\$	31.07	

Source: All data comes from county websites, governmentjobs.com, and responses to public records requests.

Locations ordered by highest to lowest maximum wage. Averages exclude

Duanesburg.

Wage data that could not yet be confirmed is left blank.

Starting hourly wage for the Duanesburg Motor Equipment Operator is the 1 yr. experience rate to stay consistent with required qualifications for comparable jurisdictions.

# TOWN OF DUANESBURG TOWN BOARD

#### **RESOLUTION** - 23

June 29, 2023

WHEREAS, the Town Highway Superintendent has recommended that the Town Board hire James R. Slurff, as a mechanic for the Highway Department, a non-competitive class position at an hourly rate of \$27.90 as provided for in the Collective Bargaining Agreement, as amended by the MOA previously approved on this date;

**NOW, THEREFORE, BE IT RESOLVED,** that the Town Board hereby approves the hiring of James R. Slurff, as a mechanic, a non-competitive class position at an hourly rate of \$27.90 as provided for in the Collective Bargaining Agreement, as amended by the MOA previously approved on this date.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at a special meeting on June 29, 2023.

William Wenzel, Town Supervisor

Jennifer Howe, Town Clerk

Present:

Absent:

Council Members:

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

# **Town of Duanesburg Town Board**

### RESOLUTION NO. \_\_ - 2023

June 29, 2023

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 for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, Brunswick Electric has submitted an invoice, dated December 20, 2021, for Town Board review in the amount of \$54,101.97 for services provided for the period ending December 15, 2022 ("Contractor Invoice No. 4") which was reviewed and approved by William Brown of Delaware Engineering;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 4 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Brunswick Electric in the amount of \$54,101.97.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of June 29, 2023.

William Wenzel, Supervisor	Town Clerk/Deputy Town Clerk
Present: Absent:	
Town Board Members:	

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



June 2, 2023

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-E-20

Payment Request #3

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 4 for Brunswick Electric, the contractor for the subject project, for the period ending December 15, 2022 in the amount of \$54,101.97. The balance to finish including retainage equals \$60

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
- 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\Electric\4\TD1-E-20 Pay App 4 CL.doc

CC: Town Clerk (w/enclosures)

TD1-E-20- File (w/enclosures)

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premients confi		Application Through 12/15/2022		Application Date:	12/15/2022	
To Town of Duni 5853 Western (Owner) Dunassburg, S	Turnjuke	From (Contractor): Brunswick Electric, Inc., 290 Hoosi	rk Sweet, Tray, NY 12180	Via (Bugineer).	Delawary Engineering, D	PC, 55 South Main Street, Chiteonia, NY 13820
Pinject Delanson WW	TP Long term Improvements	Contract Electric Work				
Owner's Contract No.	T134-E-20	Contractor's Project No.: 21-608		CWSRF Project No.:	C4-5469-06-00	•
	Application For Payment Change Order Summary					
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By.		hate	Approved by			
Richard Loyses.	President	December [5, 2]22		Pinding or Punging	(intito fit continulda)	f51

# Progress Estimate - Lump Sum Work

# Contractor's Application

For (Contract):	Town of Duanesburg Long Term Improvements			Application Number:	4					
Application Period	Through December 15, 2022			Application Date: December 15, 2022						
			Work	Completed	ß	ř	G			
Nes.	A Descríption			D This Period	Afoterials Presently Stoted (not in C or D)	Total Completed and Stored to Data (C + D + E)	% (F/B)	Balance to Pinfsls ' (B - P)		
	Mobilization	\$1,000,00	\$4,000,00			\$1,000.00	100.0%	1		
2	Equifization Unithing	\$35,500,00	\$33,938,00	\$1,562.00		\$35,500,00	100.0%			
3	Blower Building	\$15,400,00	\$15,000,00	\$400,00		\$15,400.00	100.0%			
1	Filter Duilding	\$8,360,00	\$5,760.00	\$2,600.00		\$8,309.00	100,038			
5	SCADA	\$223,189,00	\$215,489.00	\$8,009.00		\$223,189,00	160,0%			
6	Change Order #1	\$27,833.62		\$27,833,62		\$27,833.62	100.0%			
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	Totals	\$314,522,62	\$274,127,00	\$40,395;62	<del>†</del>	\$314,522.62		***************************************		

BICDCO C-620 Contractar's Application for Payment
O 10[3 National Society of Professional Engineers for BICDC - All rights reserved
Page 1 of (

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DOCUMENTS COMM		Application Through 12/15/2022		Application Date:	12/15/2022						
To Town of Duan 5853 Western (Owner) Distinct Surg. N	Tumpike	From (Contractor): Brunswick Electric, Inc., 290 Housid	ck Street, Troy, NY \$2180	Vin (linginger):	Delawice Engineering, DP	Delawace Engineering, DPC, 55 South Alam Street, Ontomia, NY 13820					
Project: Delauson WW	TP Loog sean Improvements	Consuct: Blectric Work	-								
Owner's Contract No	TD1-E-20	Contractor's Project No. 21-608		CWSRP Project No :	C4-\$469-06-00						
	Application For Payment										
	Change Order Summary										
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have been applied on accoun	n to discharge Contractor's legitimate o rior Applications for Payment	foligations incurred in connection				treat exhibitation in far diner authority					
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indemnitying Owner against	any such Liens, security interest, as er	combrances), and									
(3) All the Work covered by and is not defective	this Application for Payment is in acco	ardance with the Contract Documents	Payment of: \$								
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Contractor Signature	Michael	e market		(Out	er)	(Date)					
By		hote:	Approved by								
Richard Livsey,	President	14cmber 15, 2022	Milessen of	Funding or Parancing I	utity (if applicable)	(Date)					

## Progress Estimate - Lump Sum Work

# Contractor's Application

For (Contract):	Town of Dusnesburg Long Tenn Improvements		-	Application Number: 5 - Flori								
Application Period:	Through December 15, 2022			Application Date: December 15, 2022								
			Work	Completed	ĸ	F	G					
	. 1	В	ę	t)	Moterial's Presently	Total Completed	%	Balance to Finish				
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	Equalization Building	\$3\$,500,00	\$35,500,00			\$35,500.00	100,0%					
3	Blower Building	\$15,100.00	\$15,400.00			\$15,400.00	100,0%					
4	Pilter Building	\$8,390,00	\$8,300,00			\$8,300.00	100.0%					
- 5	S(A)A	\$223,489,00	\$223,489.00			\$223,489.00	100,0%					
G	Change Order #)	\$27,833.62	\$27,833.62			\$27,833,62	100.0%					
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	Falals	\$314,521.62	\$314,522,62			\$31-1,522,62	;					

ERCDC39 C-6280 Contractor's Application for Payment O 2013 Mational Society of Professional Regulers for ERCDC. All rights reserved Page 1 of 1

TDT-6-27 PsyRequest No. 4 Reference Shadix.iis

Project:		Delanton WWTP Long Term Improvements	I			···	Г——										
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Colsavate Engineering, D.P.C.

## **Town of Duanesburg Town Board**

## RESOLUTION NO. \_\_ - 2023

#### June 29, 2023

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

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

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

WHEREAS, MCJ Construction has submitted an invoice for Town Board review in the amount of \$40,408.22 for services provided for the period ending May 15, 2023 ("Contractor Invoice No. 9").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 9 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to MCJ Construction in the amount of \$40,408.22.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special Town Board meeting of June 29, 2023.

William Wenzel, Supervisor	Town Clerk/Deputy Town Clerk
Present:	
Absent:	

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



June 2, 2023

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 #9

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 9 for MCJ Construction, the contractor for the subject project, for the period ending May 15, 2023 in the amount of \$40,408.22. The balance to finish including retainage equals \$0.00

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.

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

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2. Net change by Change Orders 3 1,675,673.03 3 CONTRACTOR 3 CONTRACTOR 4 TOTAL COMPLETED a STORED TO DATE (Column Go G703) 5 RETAINAGE 6 REA of Completed Work \$ 20,000.00 (Column D + B on G703) 6 . 185 % of Completed Work \$ 20,000.00 (Column B on G703) 7 Foul Retainings (Lines 5a + 5b or Total in Column I of G703) 5 20,000.00 6 . TOTAL EARRED LESS RETAINAGE (Lines 4 Lines 1 Foeta) 7 LESS PREVIOUS CENTRICATES FOR PAYMENT (Lines 4 Lines 1 Foeta) 8 1,055,664 81 6 CURRENT FOR YOUNG COLUMN IN CO	SEE ATTAC	hed sworn statement fr	OM CONTRAC	FOR TO OWNER						
2. Net change by Change Orders 3 1,675,673.03 3 CONTRACTOR 3 CONTRACTOR 4 TOTAL COMPLETED a STORED TO DATE (Column Go G703) 5 RETAINAGE 6 REA of Completed Work \$ 20,000.00 (Column D + B on G703) 6 . 185 % of Completed Work \$ 20,000.00 (Column B on G703) 7 Foul Retainings (Lines 5a + 5b or Total in Column I of G703) 5 20,000.00 6 . TOTAL EARRED LESS RETAINAGE (Lines 4 Lines 1 Foeta) 7 LESS PREVIOUS CENTRICATES FOR PAYMENT (Lines 4 Lines 1 Foeta) 8 1,055,664 81 6 CURRENT FOR YOUNG COLUMN IN CO	1 ORIGINAL CONT	TRACT SUM	\$	999,000.00						
A. TOTAL COMPLETER & STORED TO DATE (Column Gord GOS)  S. RETAINAGE:  a 1.85 % of Completed Work \$ 20,000.00  (Column B or B or GOS)  b. 185 % of Spread Material \$ 0.60  (Column B or B or GOS)  Foul Relatinge (Lines 5 as 4 bo or Total in Column 1 or GOS)  Foul Relatinge (Lines 5 as 4 bo or Total in Column 1 or GOS)  Foul Relatinge (Lines 5 as 4 bo or Total in Column 1 or GOS)  6. TOTAL EARNED LESS RETAINAGE \$ 1,026,624.81  CLINE 4 Less Line 5 fotal)  CLINE 4 Less Line 5 fotal)  CHANGE ORDER SIMMARY ADDITIONS DEDUCTIONS  Total changes approved in the Contract of Spread with the Contractor is entitled to payment of the AMOUNT CERTIFIED.  Total approved this fix XX May 3, 2022 \$20,408.22  TOTALS 98.04 84 G31.81  Notary Public. State of New York Subscribed and agon to before no this Multiple Columns, based on caselte observations and the data compusing the application, the Architect entities to the Owner that to the best of the Architect entities to the Owner that to the	1. Net change by Cha	nge Ordera	\$_		CONTRA	ACTOR.				
DATE (Column Gon G703)  3. RETAINAGES  a			<u>\$</u> _			D <sub>re</sub>	Atra La		and I down	_
SRETAINAGE:  a 1.85 % of Completed Work \$ 20,000.00 (Column P. H. an G703) b. 1.85 % of Stored Materials \$ 0.00 (Column F on G703) Foat Rectangage (Lines 5a + 3b or Total in Column 1 of G703)  F. TOTAL EARNED LESS RETAINAGE \$ 1,076,673.03 C. LESS PREVIOUS CENTRECATES FOR PAYMENT (Line 6 from pior Certificate) C. LESS PREVIOUS CENTRECATES FOR PAYMENT (Line 6 from pior Certificate) C. BALANCE TO FINISH, INCLUDING RETAINAGE B. CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS Total changes approved \$ 57,896.62 \$ 531.81 (August 1 on provious months by Owner  Total approved this fix XX May 3, 2022 \$ 20,408.22			3.	1,099,073.63	Ru-	- R REUN-	TXXXX	Date:	211413	3
6. TOTAL EARNED LESS RETAINAGE (Line 3 Less Line 5 Total)  CURRENT PAYMENT (Line 6 In ma pior Certificate)  S		in Con Givay			•		and the second s			
6. TOTAL EARNED LESS RETAINAGE (Line 3 Less Line 5 Total)  CURRENT PAYMENT (Line 6 In ma pior Certificate)  S			20,000.00		State of N	irw York	County	i tuboo	2023	
(Column F on G703) Total retainage (Lines 5 a + 5b or Total in Column 1 of G703) S 20,000.00  6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) T. LESS PRÉVIOUS CERTIFICATE S' LORD (Line 4 Less Line 5 Total) T. LESS PRÉVIOUS CERTIFICATE S' LORD (Line 6 from prior Certificate) S 1,056,264.81 S CHRRENT PAYSTERT DUE S 40,608.22 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) S 0,00  CHANGE ORDER SUMMARY ADDITIONS Total danges approved in previous months by Owner  Total approved this MXX May 3, 2022 S 20,408.22  Date:  MY Cuamassion expires 430123  ARCHITECT'S GERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on en-site observations and the data compising the application, the Architect certifies to the Owner that to the best of the Activities, the Architect certifies to the Owner that to the best of the Activities, the Architect certifies to the Owner that to the best of the Activities, the Architect certifies to the Owner that to the best of the Activities, the Architect certifies to the Owner that to the best of the Activities, the Architect certifies to the Owner that to the Sex of the Activities, the Architect certifies to the Owner that to the best of the Activities to in accordance with the Contract Documents, based on en-site observations and the data compision that the Owner that to the best of the Activities to the Owner that to the Owner that to the Owner that to the Owner that to the best of the Activities to the Owner of Contractor and the			2.46		Subscribe	al and sworn to before no	this 40	Lager LCOUL	ary—2000	
Total in Column 1 of G703)  6. TOTAL EARNED LESS RETAINAGE  (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  8. CURRENT PAYMENT DUE  9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)  7. LESS LINE SUMMARY  ADDITIONS  Total changes approved in province in months by Owner  Total approved this fix XX May 3, 2022  5. 20,408.22  TOTALS  98.304.84  631.81  NET CHANGES by Change Order  97,673.03  ARCHITECT'S GERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect estifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and belief the Work has progressed as indicated. (the Architect's knowledge, information and be			U.(R)		My Casa	mission expires all	minger	٦	O ,	Commission Expires Sept. 30, 202
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)  1. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  5. LOSS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  6. CHARRED LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  8. CHARRED LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)  8. CHARGE ORDER SUMMARY  ADDITIONS  CHARGE ORDER SUMMARY  ADDITIONS  TOTALS  98.304 84  631.81  TOTALS  98.304 84  631.81  This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor souncel therein. Issuance, payment and enceptance of payment are without projuded to any rights of file Owner or Contractor souncel this Contract.						91301	23			
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7. LESS PRÉVIOUS CERTIFICATÉS FOR PAYMENT (Line 6 from prior Certificate) (Line 6 from prior Certificate) 5 1,056,264-81 5 (0488-82 7 (Line 3 less Line 6) 7 (Line 4 less Line 6) 7 (Line 5 less Line 6) 7 (Line 5 less Line 6) 7 (Line 6 less Line 6) 7 (Li			2"	1,076,673.03						
(Line 6 from prior Certificate)  8. CHRRNT PAYMENT DUE  9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)  8. CHANGE ORDER SUMMARY  ADDITIONS  Total charges approved in provious months by Owner  Total approved this MXX May 3, 2022  \$20,408.22  \$20,408.22  \$20,408.22  \$20,408.22  By  ANOUNT CERTIFIED  40,408.22  AMOUNT CERTIFIED  6. Allock exploration of amount curtified differs from the amount applied. Initial all figures on this Application and online Continuation Sheet that are changed to conform with the amount certified.)  ARCHIFECT:  By  Contractor annual herein Issuance, payment and neceptance of payment are without projudice to any sights of the Owner or Contractor.			ENT							
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CHANGE ORDER SUMMARY   ADDITIONS   DEDUCTIONS   AMOUNT CERTIFIED   S			\$_	40,108.22	is entilled	I to payment of the AMOU				
CHANGE ORDER SUMMARY ADDITIONS DEDICTIONS Total changes approved \$71,896.62 \$631.81 Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT:  Total approved this N.XX. May 3, 2022 \$20,408.22 By S20,408.22 By S20,408.22 By S20,408.22 By S20,408.22 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor nancel herein fisuance, payment and neceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.		- ·			ANTOLIN	a certaged	\$ 40,4	408.22		
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NET CHANGES by Change Order 97,673.03 Contractor named herein. Issuance, payment and neceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	Total approved this	WXX May 3, 2022	\$20,408.22	esterbanneser francese neueri	By.	Sell Be-		Date:	0/2/2023	
NET CHANGES by Change Order 97.673.03 Contractor named herein. Insurance, payment and neceptance of payment are without prejudios to any rights of the Owner or Contractor under this Contract.	TOTALS		98,304.84	631.81	This Cert	tificate is not negotiable. I	The AMOUNT O	CERTIFIED is payable o	nly to the	
		generalisen var en eller sig versichere voor der der Mort de verbreit de enderen der							without	
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CONTINUATION SHEET	AM DOCUMENT G703 Page	of x 2
ALA DOCUMENT CTD2. APPLICATION AND CERTIFICATION FOR PAYMENT, confidencing	APPLICATION NO.	9
Contractor's signed certification is attached.	APPLICATION DATE	02/09/23
ति विदेशीक्षीकत क्रिकेट अध्यक्ष अध्यक्ष अध्यक्ष कि प्रकार विदेशिक	PERIOD TO:	02/09/23
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NO.   February   PROM PREVIOUS	A	**************************************	C	p	B	P	g.		ii	
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Mobilization/Demobilization				(B + E)	ţ)	אן דטא	REPORTE	l i		
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New Mechanical Fine Screen	Ł									
Now EQ Tank Pumps and Aeration System					7 ****					\$15,000.00
Sile Work and Ymrt Piping	-					- 1				\$9,500.00
6 SBR Tank thating and Railing \$39,000 of \$10,000.00 \$00 of \$30,000.00 \$100% \$0.00 \$1,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$100% \$0.						- 1			00.02	\$7,500.00
7 NPW System in Fiftration Building \$67,000.00 \$67,000.00 \$0.00 \$50,000.00 \$130,000.00 \$130,000.00 \$130,000.00 \$130,000.00 \$100.00 \$0.00 \$130,000.00 \$100.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00 \$130,000.00 \$0.00	-					- 1			00.02	\$3,250.00
8 New UV System 1130,000.00 3130,000.00 30.00 \$130,000.00 100% 50.00 \$6,500.00 100% 50.00 \$6,500.00 100% 50.00 \$1,000.00 \$1,000.00	-					- 1			00.02	\$1,500.00
9         Modify Chemisal Feed Skid         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$2,000.00         \$10.06         \$10.06         \$10.00         \$1	-					- 1	\$67,000.00		\$0.00	\$3,350.00
10	-					-	\$130,000.00	100%	\$0.08	\$6,500.00
Alternate 2 - Rock Exercation (0-100CY)						- 1	\$2,000.00	160%	\$0.02	\$100.00
12						- 1	\$19,368.19	100%	\$0.00	\$968.41
13						1	\$56,000,00	100%	\$0.00	\$2,800.00
14   CO#3 - 5/1/1022 - Controller, Blower, E-Overflow, Chain rathing   \$20,408.22   \$20.00   \$20,408.22   \$20,408.22   \$100%   \$50.00   \$1,070.4   \$10.00				\$0.00	\$0.00	- 1	\$0.00	#DJA/6i	\$0.60	\$0.00
15			\$21,896.62	\$21,896.62	\$0.00	1	\$21,896.62	100%	\$0.60	51,094.83
16		CO#3 ~ 5/1/2022 - Controller, Blower, B-Overflow, Chain cailing	\$20,408.22		\$20,408.22	- 1	\$20,468.22	100%	20,00	\$1,020.41
17						- 1	\$9.00	#DIV#	50.00	\$0.00
18						- 1	\$0.00	#D(V/8!	50.60	\$9,00
			1			- 1	\$9.00	#DIV/0!	60.02	\$0.00
20				20 08	\$0.00	- 1	\$0:00	#DIV/01	\$0.00	\$9.00
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24 \$1.00 \$0.00 \$0.00 \$50.00 \$10.00 \$0.00 \$50.00 \$10.00 \$50			}	\$0.05	\$0.00	- 1	\$0.00	#DIV/0!	\$9.00	\$0,60
GRAND TOTALS \$1,097,304.84 \$1,076,264.81 \$20,108.22 \$0.00 \$1,076,673.03 09.94 \$0.00 \$54,833.6				50.00	\$0.66	- 1	\$9.00	#DIV#0!	00.02	\$0.00
	24			60.02	\$0.66		\$0.00	#DIV/01	\$0.00	\$9.00
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AN OCCUPATION FOR CONTINUATION BUILDED FOR DIGG - 1582 ECTRON -AS - 0 1592
THE AMERICAN INSTITUTE OF ARCHITECTS - THIS DEEM YEAR AND FOR HAVE WASSINGTON DIGG ARCHITECTS - THIS DEEM YEAR AND FOR HAVE WASSINGTON DIGG ARCHITECTS - THIS DEEM YEAR AND FOR HAVE WASSINGTON DIGG ARCHITECTS - THIS DEEM YEAR AND FOR HAVE WASSINGTON DIGG ARCHITECTS - THIS DEEM YEAR AND FOR HAVE WASSINGTON DIGG ARCHITECTS - THIS DEEM YEAR AND FOR HAVE WASSINGTON DIGGS AND A THIRD FOR THE PROPERTY OF TH

U.S. Department of Labor Wage and Hour Division

Name of Contractor

Payroll
[For Contractor's Optional Use; See Instructions, Form WH-347 Inst.]
Address

OMB No. 1235-0008 Expires 2/28/18

MCJ Const	ruction LLC								777 B	777 Bunker Hill Road Mayfield, NY 12117													
FEIN 14-1835610		For Week Ending						Prole	ct and	Locatio	я	·····			Pro	iect or	Contr	ect N	umber				
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17 Milton Heights Bivd Ballston Spa, NY 12020			şΥ		l						0	\$62.28	\$				1	\$		\$	-	\$0.00	1
Garber, Christian J	S-0	Labor	то								0	\$81.31	\$	-	\$	•	8	\$	-	\$	·		
13 Tamerack Tri Saratoga Springs, NY 12866			ST								0	\$82.26	s	-			7	\$	-	\$		\$9.00	\$ -
Kimball, Kyle L.	S-0	Labor	QΤ								0	\$81.31	\$	_	\$	-	8	5	-	\$	-		
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Owens, Jonathon	M-O	Lebor	от			Г			┢┈		0	\$90.81	\$	_	\$	71.79		*	53.34	s	0.23		
229 Midline Road Amsterdam, NY 12010	,		81			1	8	6.5	┪		15.5	\$60.54	\$ 93	8.37			f	\$ 1	59,11	\$	-	\$281.47	\$ 656.90
Petman, Ryan D.	S-0	Foreman	οт								0	\$81,81	\$		\$	89,41	3	\$	44.03	\$	0.23		
112 Little Rock Lane Broadalbin, NY 12025			ST			1	8	6,5			15.5	\$58.54	S 90	7.37		.,	1	\$ 1	26.89	\$	90.74	\$331.31	\$ 576.08
Sargalis, Jeffrey E.	S-0	Manager	OТ						<b></b>		0		\$	-	5	-	8	\$		\$	-		
29 S. Shore Rd Northville, NY 12134			ST								0	\$65.00	\$				1	\$	-	\$		\$0.00	\$ -
			OΤ								0		\$		\$	-	\$	\$	-	\$	-		<b>s</b> -
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			ÒΤ								0		\$		\$	-	s	\$	-	55	-		\$ -
			8 <b>T</b>								0		\$	-			f	\$	-	\$	-	\$0.00	

I, Leslie Garber Member (Name of Signatory Party)	er/Manager				
		<b>I</b> ∕ I → I	Each laborer or mechanic lie	ited in the above referenced payroll has been pa	
do hereby state:	(Title)	i	as indicated on the payroli, a basic hourly wage rate plus i	an amount not less than the sum of the applicable the amount of the required fringe benefits as lists	le
(1) That I pay or supervise the payment of the persons employed by		i	in the contract, except as no	ted in section 4(c) below.	
MCJ CONSTRUCTION, LLC	(c) E	XCEPTIONS			
(Contractor or Subcontractor)	on the		· · · · · · · · · · · · · · · · · · ·		_
Town of Duanesburg Delanson WWTP LT Impr; that during the payro	N wasta day and a same a s	EXCEPT	ION (CRAFT)	EXPLANATION	
(Building or Work)	a period commencing on the				
31st day of October 2022, and ending the 6th day of	November 2022				
all persons employed on said project have been paid the full weekly wages ear been or will be made either directly or indirectly to or on behalf of said	ned, that no rebates have				····
MCJ CONSTRUCTION,LLC	from the full				
(Contractor or Subcontractor)					
weekly wages earned by any person and that no deductions have been made of from the full wages earned by any person, other than permissible deductions as 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland A 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below	defined in Regulations, Part				
			······································		
	REMARKS:				
(2) That any payrolls otherwise under this contract required to be submittee correct and complete; that the wage rates for laborers or mechanics contained in applicable wage rates contained in any wage determination incorporated into the set forth therein for each laborer or mechanic conform with the work he performed.	therein are not less than the			,	
(3) That any apprentices employed in the above period are duly registered in program registered with a State apprenticeship agency recognized by the Bureat Training, United States Department of Labor, or in o such recognized agency ewith the Bureau of Apprenticeship and Training, United States Department of Lai	u of Apprenticeship and				
(4) That:					
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS,	FUNDS, OR PROGRAMS NAME AND	TITLE	·	SIGNATURE	_
in addition to the basic hourly wage rates paid to each is	iborer or mechanic listed in	ber/Member		Joseph inext	٨
the above referenced payroll, payments of fringe benefi have been or will be made to appropriate programs for the except as noted in section 4(c) below.	benefit of such employees. SUBCONTRA	UL FALSIFICATI ACTOR TO CIVIL THE UNITED ST	OR CRIMINAL PROSECUTION, SI	TEMENTS MAY SUBJECT THE CONTRACTOR OR SE SECTION 1001 OF TITLE 18 AND SECTION 3728 OF	

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

11/6/22

U.S. Department of Labor Wage and Hour Division

Payroll
(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

OMB No. 1235-0008 Expires 2/28/18

Name of Contractor	of Contractor						Addres	SS																
MCJ Const	ruction LLC								777 Ba	inker H	lill Road	Mayfield, N	iY 12	117										
FEIN 14-1835610		For Week Ending						Proie	ct and	Locatio	W1				Project or Contract Number									
		11/13/22		†a		1	376 C				ong Ten NY 120	n improven 53	nent	3	202000005									
NAME, ADDRESS AND	NO. OF		डा य	M	T	W	DATE	F	S	S		Prev Wage	G	ROSS					Deda	ction	B		NET	WAGES
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OF EMPLOYEE	EXMPTNS	CLASSIFICATION	<b>—</b>	├	<b> </b>	├	<b>├</b>	-		<del>⊢</del>	HOURS		E	ARNED	-	TICA	┡	_	Tex	401k	/Other	Deductions	-	WEEK
Garber, Mchael		Labor	ОТ		l				l		0	\$81.31	\$	-	\$	-		<b>j</b> \$	-	\$	-		\$	- [
17 Milton Heights Bivd Ballston Spa, NY 12020			ST								0	\$62.28	\$	-			1	\$	-	\$	-	\$0.00		
Garber, Christian J	8-0	Labor	от		L	L					0	\$81.31	\$	-	\$	•	8	\$	-	5_	-		s	
13 Tamarack Tri Saratoga Springs, NY 12866			ST								Ð	\$62.26	\$	•			'	\$	-	\$	-	\$0.00	•	
Kimball, Kyle L.	S-0	Labor	ÓΤ								0	\$81.31	\$	•	\$	-	8	\$	•	\$	-		s	1
373 Vandenburg Point Rd Gloversville, NY 12078			\$T								D	\$62.26	\$	-			f	\$	_	\$		\$0.00		
Owens, Jonathon	M-O	Labor	от			Γ					0	\$90.81	\$	-	\$	37,05	*	\$	23.81	\$	0.22		s	367.26
229 Midfine Road Amsterdam, NY 12010			ST				В				8	\$60.54	\$	464.32			1	\$	55,98	\$		\$117.06	]	301.20
Pulman, Ryan D.	S-0	Foreman	ОΤ								0	\$81,81	\$	•	\$	-		\$	-	\$	-		s	
112 Little Rock Lane Broadalbin, NY 12025			<b>\$</b> T								0	\$58.54	\$	-			f	\$	-	\$	•	\$0.00		_
Sargalis, Jeffrey E.	S-0	Manager	¢т								0		\$		\$	-	s	\$		s	•		\$	
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i			от	L							0		\$	-	\$	•	*	\$		3	-		\$	-
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			9Т						<u> </u>		0		\$	-	<u> </u>		<u>'</u>	3	•	\$	-	\$0.00	<u> </u>	

Date17/13/22			(b) WHERE FRINGE BENEFITS ARE PAI	D IN CASH
Leslie Garber	Member/Manager		[7] Fact Stanzage or seasons	ic listed in the above referenced payroll has been paid,
(Name of Signatory Party) do hereby state:	(Title)		as indicated on the payr basic hourly wage rate p	oll, an amount not less than the sum of the applicable lus the amount of the required fringe benefits as listed
•			in the contract, except a	s noted in section 4(c) below.
(1) That I pay or supervise the payment of the pers MCJ CONSTRU		on the	(c) EXCEPTIONS	
(Contractor or Subcont			EXCEPTION (CRAFT)	EXPLANATION
Town of Duanesburg Delanson WWTP LT Impa	; that during the payroll period commen	cing an the		
(Bullding or Work)				
7th day of November 2022, and end				
all persons employed on said project have been paid the been or will be made either directly or indirectly to or on	full weekly wages earned, that no reba behalf of said	ites have		
MCJ CONSTR	UCTION,LLC	from the full		
(Contractor or Subco	ntractor)	achi de iui		
weekly wages earned by any person and that no deduc	tions have been made either directly or i	adirectly_		
from the full wages earned by any person, other than pe 3 (29 C.F.R. Subtille A), Issued by the Secretary of Labo 63 Stat. 108, 72 Stat. 987; 76 Stat. 357; 40 U.S.C. § 314	y under the Copeland Act, as amended	ations, 1-art (48 Stat. 948,		
		7		
			REMARKS:	
(2) That any payrolls otherwise under this contract correct and complete; that the wage rates for laborers o applicable wage rates contained in any wage determinat set forth therein for each laborer or mechanic conform w	r mechanics contained therein are not fa ion incorporated into the contract; that th	ess than the		
(3) That any apprentices employed in the above per program registered with a State apprenticeship agency training, United States Department of Labor, or if no with the Bureau of Apprenticeship and Training, United states	ecognized by the Bureau of Apprentices th recognized agency exists in a State, a	hip and .		
(4) That:				
(a) WHERE FRINGE BENEFITS ARE PAID T	O APPROVED PLANS, FUNDS, OR PR	OGRAMS	NAME AND TITLE	SIGNATURE
	ge rates paid to each leborer or mecha		Leslie Garber/Member	John Joanser
the above referenced payroll, pa have been or will be made to app except as noted in section 4(c) be	ryments of fringe benefits as listed in the ropriate programs for the benefit of such slow.	he contract employees,	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVI SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTI TITLE 31 OF THE UNITED STATES GODE.	E STATEMENTS MAY SUBJECT THE CONTRACTOR OR ON, SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF

11/13/22

Date \_\_

U.S. Department of Labor Wage and Hour Division

Payroli (For Contractor's Optional Use; See Instructions, Form WH-347 (nst.) OMB No. 1235-9008 Expires 2/28/18

Name of Contractor Address MCJ Construction LLC 777 Bunker Hill Road Mayfield, NY 12117 FÉIN 14-1835610 Project and Location
Town of Duanesburg Defenson WWTP Long Term Improvements
1376 Cole Road, Defenson NY 12053 For Week Ending Project or Contract Number 05/07/23 202102 DAY AND DATE PO NAME, ADDRESS AND NO. OF ß M r W T F 5 \$ Prev Wage GROSS NET WAGES Deductions ទ SOCIAL SECURITY NUMBER TOTAL WHOLDING WORK RATE AMOUNT WH PFL SDI Tolai PAID 5/3 OF EMPLOYEE EXMPTHS CLASSIFICATION 5 HOURE EARNED OF PAY FICA Tax 401k/Othe Deduction FOR WEEK Garber, Michael OT 0 \$81.31 Labor \$ 9 2 17 Milton Heights Blvd 0 \$62.28 f \$ \$0.00 Ballston Spa, NY 12020 Garber, Christian J S-0 Labor **O**T 1**6.**16\$ 8 13 Yamarack Trl \$ ST 0 \$62.26 ţ \$ \$0.00 Saratoga Springs, NY 12866 Johnson, Avery OT 8-0 Labor 0 \$40.91 . 3 \$ -\$ -FR \$27.05 0 \$ 373 Vandenburg Point Rd Gloversville, NY 12078 ST \$27.27 0 \$ \$0.00 Owens, Jonathon M-C Labor ΟT 0 \$52.20 24,02 \$ 13.02 3 0.18 FR 5 5 \$25.99 129.95 \$ 251.91 229 Midline Road SŦ 5 5 \$86.80 184.00 \$ 24.62 \$62.04 Amsterdam, NY 12010 Pulman, Ryan D. OT S-0 Foreman 0 \$58.20 23.26 \$ \$ 8.18 0.38 FR 5 5 \$19,99 99.05 \$ 231.05 112 Little Rock Lane ST 5 \$40.80 5 204.00 f \$ 10.71 \$ 30.39 \$72.90 Broadaibin, NY 12026 Sargalis, Jeffrey E. S-0 ΟT Manager 0 \$ 3 29 S. Shore Rd ST 0 \$65,00 \$ \$0.00 Northville, NY 12134 Halfenbeck, Abram S-0 Labor ОŢ ø 24.02 9 \$ 20.40 0.38 FR 5 5 \$25.99 120.95 \$ 254.10 130 Yales Road Mayfield. ST 5 5 \$36.80 184.00 f \$ 15.06 . \$59.85 NY 12117 ÓΤ 0 \$ 8 . -\$ 0 Ť \$9.00

(Name of Signatory Party) (Title) do horeby state:		as indicated on the payroll basic hourly wage rate plu	ilster. In the above references payroli has been paid, , an amount not less than the sum of the applicable s the amount of the required fringe benefits as listed
(1) That I pay or supervise the payment of the persons employed by MCJ CONSTRUCTION, LLC	a	in the contract, except as a	noted in section 4(c) below.
(Contractor or Subcontractor)	on the	EXCEPTION (CRAFT)	EXPLANATION
Town of Duanesburg Delanson WWTP LT Impr ; that during the payroll period co	mmending on the		
(Building or Work)	The state of the s		
1st day of May 2023, and ending the 7th day of May	2023		
all persons employed on said project have been paid the full weekly wages earned, that n been or will be made either directly or indirectly to or on behalf of said	rebates have		
MCJ CONSTRUCTION,LLC	from the full		
(Contractor or Subcontractor)			
weekly wages earned by any person and that no deductions have been made either direct from the full wages earned by any person, other than permissible deductions as defined in	Requistions, Part		
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as ame 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:	nded (48 Stet. 948,		
Ryan Putnam: 401K contribution \$6 per hour			
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	<del></del>		
		REMARKS:	
		HEMMAO:	
(2) That any payrells otherwise under this contract required to be submitted for the electronic and complete; that the wage rates for laborers or mechanics contained therein are applicable wage rates contained in any wage determination incorporated into the contract; set forth therein for each laborer or mechanic conform with the work he performed.	not less than the		
(3) That any apprentices employed in the above period are duly registered in a bona fi- program registered with a State apprenticeship agency recognized by the Bureau of Appre Training, United States Department of Labor, or if no such recognized egency exists in a S with the Bureau of Apprenticeship and Training, United States Department of Labor.	nticeship and		
(4) That:	!		
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, O	R PROGRAMS	NAME AND TITLE	SIGNATURE
<ul> <li>In addition to the basic hourly wage rates paid to each laborer or r</li> </ul>	nechanic listed in	Leslie Garber/Member	pui Baber
the above referenced payroli, payments of fringe benefits as liste have been or will be made to eppropriate programs for the benefit of except as noted in section 4(c) below.	such amplovees.	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE S SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION TITLE 31 OF THE UNITED STATES CODE.	TATEMENTS MAY SUBJECT THE CONTRACTOR OR I, SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF

Member/Menager

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

5/7/23

Leslie Garber

Date

TO 1-G 20 PayRequest (b. S Rifement Banks.):

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Company   Comp	Contractor:		MCJ Construction										·					
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Octoware Engineering, O.P.O. Page (