

*Roger Tidball*, Town Supervisor  
*Jennifer Howe*, Town Clerk  
*Brandy Fall*, Deputy Town Clerk



*John D. Ganther, Jr.*, Council Member  
*Francis R. Potter*, Council Member  
*Jeffrey Senecal*, Council Member  
*William Wenzel*, Council Member

5853 Western Turnpike  
Duanesburg, New York 12056

# Town of Duanesburg

Schenectady County

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

**Thursday, May 13, 2021**

## **Town Board Meeting Agenda**

**Meeting Time: 7:00PM**

Call to order  
Pledge of Allegiance

**Approval of minutes for:** Town Board Meeting on Thursday April 22, 2021

**Town Clerk's Report**  
**Supervisor's Report**

**Payment of Claims**

### **Committee Reports**

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

### **Business Meeting:**

- 1. Motion to approve and authorize the Town Supervisor to submit documentation to NYS EFC to obtain funds to pay Invoice No. 1 to Delaware Engineering in the amount of \$17,100.**
- 2. Motion to approve and authorize the Town Supervisor to submit documentation to NYS EFC to obtain funds to pay Invoice Nos. 12 & 13 to Delaware Engineering in the amount of \$5,183.63.**
- 3. Motion to approve and authorize payment in the amount of \$10,582 from the designated account holding the bonds proceeds for the long-term improvements to SD#2.**
- 4. Motion to authorize the Town Supervisor to sign the agreement with Prime AE to provide the additional air monitoring services in an amount not to exceed \$1250.**

5. **Motion to authorize the Town Supervisor to pay the additional budgeted amount of \$8,374 to Mariaville Volunteer Fire Department and authorize the Town Supervisor to send out a notice letter stating the contract will be terminated for services as of January 1, 2022 unless another contact is approved.**
  
6. **Motion to approve the Comprehensive Plan update and directs that the Update in its final form be posted on the town website.**
  
7. **Motion to set the mileage rate for the remainder of 2021 to .56 per mile per the IRS guidelines.**

**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.

Account#	Account Description	Fee Description	Qty	Local Share
		Special Use Permit	1	100.00
	Building Permit Renewal	Building Permit Renewal	1	80.00
	Marriage License Fee	Marriage License Fee	2	35.00
	Misc. Fees	Certified Copies - Death	22	220.00
	Operating Permit	Operating Permit	1	30.00
		<b>Sub-Total:</b>		<b>\$465.00</b>
2110	Variance Application	Variance Application	2	200.00
		<b>Sub-Total:</b>		<b>\$200.00</b>
690.01	Village Of Delanson	Village Of Delanson	2	210.00
		<b>Sub-Total:</b>		<b>\$210.00</b>
A1255	Conservation	Conservation	4	5.62
		<b>Sub-Total:</b>		<b>\$5.62</b>
A2544	AFTER 30 DAYS	AFTER 30 DAYS	5	25.00
	Dog Licensing	Female, Spayed	28	392.00
		Female, Unspayed	3	66.00
		Male, Neutered	26	364.00
		Male, Unneutered	6	132.00
		<b>Sub-Total:</b>		<b>\$979.00</b>
B2555	Building Permits	Building Permits	17	2,855.00
	Sign Permits	Sign Permits	1	50.00
		<b>Sub-Total:</b>		<b>\$2,905.00</b>
Sewer Dist #3	Permit & Connection Fee	Permit & Connection Fee	1	1,050.00
		<b>Sub-Total:</b>		<b>\$1,050.00</b>
		<b>Total Local Shares Remitted:</b>		<b>\$5,814.62</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			81.00
Amount paid to:	NYS Environmental Conservation			96.38
Amount paid to:	State Health Dept. For Marriage Licenses			45.00
<b>Total State, County &amp; Local Revenues:</b>	<b>\$6,037.00</b>	<b>Total Non-Local Revenues:</b>		<b>\$222.38</b>

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. \_\_ - 2021**

**May 13, 2021**

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

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

**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, dated April 20, 2021, for Town Board review in the amount of **\$17,100** for services provided during the period ending April 19, 2021 (“Contractor Invoice No. 1”).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Contractor Invoice No. 1 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 Delaware in the amount of **\$17,100**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 13, 2021.

\_\_\_\_\_  
Roger Tidball, Supervisor

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

Date

Date

Present:

Absent:

**Town Board Members:**

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



## Delaware Engineering, D.P.C.

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55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

April 27, 2021

Roger Tidball  
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 #1

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 1 for MCJ Construction, the contractor for the subject project, for the period ending April 19, 2021 in the amount of \$17,100. The balance to finish including retainage equals \$981,900.00

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Village 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\#1\TD1-G-20 Pay App 1 CL.doc

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



**Contractor's Application for Payment No. 1**

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	Application Period: 01/28/2021-04/19/2021	Application Date: 4/20/2021
To: Town of Duaneburg, 5853 Western Turnpike, Duaneburg, NY 12056 (Owner):	From (Contractor): MCJ Construction LLC	Via (Engineer): Delaware Engineering, D.P.C.
Project: Delanson WWTP Long Term Improvements	Address: 777 Bunker Hill Road, Mayfield, NY 12117	
Owner's Control No.:	Contractor's Project No.:	Engineer's Project No.: TD1-G-20

**Application For Payment  
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE	\$ 999,000.00
Number Additions Deductions	2. Net change by Change Order	\$
	3. Current Contract Price (Line 1 ± 2)	\$ 999,000.00
	4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 118,000.00
	5. RETAINAGE:	
	a. 5% X \$18,000.00 Work Completed	\$ 900.00
	b. X Stored Material	\$
	c. Total Retainage (Line 5.a + Line 5.b)	\$ 900.00
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 117,100.00
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$
	8. AMOUNT DUE THIS APPLICATION	\$ 117,100.00
	9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$ 981,900.00
TOTALS		
NET CHANGE BY CHANGE ORDERS		

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

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**Contractor Signature**

By: Jessie Baber Date: 04/20/2021

Payment of: \$ 17,100  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Jessie Baber 4/27/2021  
(Engineer) (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding or Financing Entity (if applicable) (Date)

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

Contractor: MCJ Construction LLC, 777 Bunker Hill Road, Mayfield, NY 12117			Application Number: 1					
Application Period: 01/28/2021-04/19/2021			Application Date: 4/20/2021					
Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	Y		G Balance to Finish (B - F)
			D From Previous Application (C+D)	This Period		Total Completed and Stored to Date (C + D + E)	% (F/Y)	
1	Mobilization/Demobilization	\$45,000.00		\$18,000.00		\$18,000.00	40.0%	\$27,000.00
2	New HQ Tank and Building	\$300,000.00						\$300,000.00
3	New Mechanical Fine Screen	\$190,000.00						\$190,000.00
4	New EQ Tank Pumps and Aeration System	\$150,000.00						\$150,000.00
5	Site Work and Yard Piping	\$65,000.00						\$65,000.00
6	SBR Tank Grating and Railing	\$30,000.00						\$30,000.00
7	NPW System in Filtration Building	\$67,000.00						\$67,000.00
8	New UV System	\$130,000.00						\$130,000.00
9	Modify Chemical Feed Skid	\$2,000.00						\$2,000.00
10	Allowance 1: Unforeseen Conditions	\$20,000.00						\$20,000.00
11	Alternate 1: Rock Excavation (0-100CY)							
12	Alternate 2: Rock Excavation (101-500CY)							
<b>Totals</b>		<b>\$999,000.00</b>		<b>\$18,000.00</b>		<b>\$18,000.00</b>		<b>\$981,000.00</b>

PAYROLL

For Contractor's Optional Use: See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

Rev Dec 08

Name of Contactor MCJ CONSTRUCTION, LLC		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117										OMB No. 1235-0008 Expires 02/28/18								
FEIN 14-1835610		For Week Ending 3/28/2021		PROJECT AND LOCATION: Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053						PROJECT OR CONTRACTOR NO. PRC NO. #2020009005										
Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST of	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions					Total Deductions	Net Wages Paid for week
				M 3/22	T 3/23	W 3/24	TH 3/25	F 3/26	S 3/27	S 3/28				FICA	Fed W/H tax	NYS tax	PFL SDI	Other		
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866		Engineer	OT								0		0.00					0.00	0.00	
			ST							0	57.99									
										0										
Putman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O	Labor	OT								0		0.00					0.00	0.00	
			HOL							0										
			ST							0	57.99									
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	OT								0		0.00					0.00	0.00	
			ST							0										
			ST							0	57.99									
Sargaks, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	HOL								0	82.50	250.00	16.12	46.68	14.58	1.34	81.72	168.28	
			ST							0	62.50									
			ST							4	62.50									
			OT								0		0.00					0.00	0.00	
			ST							0										
			ST							0										
			ST								0		0.00					0.00	0.00	
			ST							0										
			ST							0										

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.6(a), the Copland Act (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "submit weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3502, 200 Constitution Ave N.W., Washington, D.C. 20210



Date 4/2/2021

I, Leslie Garber Member/Manager  
 (Name of Signatory Party) (Title)  
 do hereby state:

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

MCJ CONSTRUCTION, LLC on the  
 (Contractor or Subcontractor)

Town of Duanesburg, Delanson WI; that during the payroll period commencing on the  
 (Building or Work)  
22nd day of March 2021, and ending the 28th day of March 2021

all 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 from the full  
 (Contractor or 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 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. & 3145), 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 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

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.

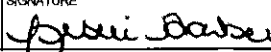
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Name and Title Leslie Garber/Member	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 5001 OF TITLE 18 AND SECTION 2381 OF TITLE 31 OF THE UNITED STATES CODE.	

PAYROLL

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Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST of	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	Deductions					Total Deductions	Net Wages Paid for week
				M 3/29	T 3/30	W 3/31	TH 4/1	F 4/2	S 4/3	S 4/4				FICA	Fed W/H tax	NYS tax	PFL SDI	Other		
Garber, Christian 13 Tamarack Trl Saraloga Springs, NY 12866		Engineer	OT								0	0	0.00						0.00	0.00
Putman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S0	Labor	OT HOL ST								0 0 8	0 0 57.99	463.92	35.49	73.35	22.72	2.49	46.39	180.44	283.48
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M0	Labor	OT ST ST								0 0 0	0 0 57.99	0.00						0.00	0.00
Sargais, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S0	Manager	HOL ST								0 0 20	0 0 62.50	1,250.00	95.62	233.40	72.89	6.89		408.60	841.40
			OT ST ST								0 0 0	0 0 0	0.00						0.00	0.00
			ST ST								0 0	0 0	0.00						0.00	0.00

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Date 4/9/2021

I, Leslie Garber Member/Manager  
 (Name of Signatory Party) (Title)  
 do hereby state:

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

MCJ CONSTRUCTION, LLC on the  
 (Contractor of Subcontractor)

Town of Duaneburg, Delanson WA; that during the payroll period commencing on the  
 (Building or Work)  
29th day of March 2021, and ending the 4th day of April 2021

all 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 from the full  
 (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 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. & 3145), 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 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

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. employees, except as noted in section 4 (c) below.

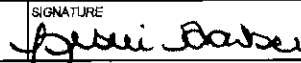
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 251 OF TITLE 31 OF THE UNITED STATES CODE.	

Project:		Delaware WWTP Long Term Improvements																				
Contract No.:		TD1-G-11 General																				
Pay Rate #:		100 Construction																				
Period Covered:		8/1/10-8/31/10																				
Location:		Town of Delaware																				
A		B			C			D			E			F			G			H		
I		J			K			L			M			N			O			P		
Ord. No.	Work Item Number	Description of Work	Change Order or Alt. Quantity	Unit	Est. Unit Price	Scheduled Value	Quantity Produced	Quantity This Period	Quantity To Date	Material Stored At Site	Material Stored	Material Rel. In S. of E.	Material Rel. In S. of E. (Revised To Date)	Material Rel. In S. of E. To Date	Percent Complete To Date	Balance To Date	Retainage Percent	Retainage Value				
1	7.01	ISO/OSHO, Book, Insurance, etc	1	Lump Sum	\$ 45,000.00	\$ 45,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 45,000.00	0%	\$ 45,000.00				
2	7.01	New EQ Tank & Piping	1	Lump Sum	\$ 300,000.00	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 300,000.00	0%	\$ 300,000.00				
3	2.01	New Mechanical Fine Screen	1	Lump Sum	\$ 150,000.00	\$ 150,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 150,000.00	0%	\$ 150,000.00				
4	4.01	New EQ Tank Pump & Activation System	1	Lump Sum	\$ 100,000.00	\$ 100,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 100,000.00	0%	\$ 100,000.00				
5	6.01	Silt Work & Yard Paving	1	Lump Sum	\$ 80,000.00	\$ 80,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 80,000.00	0%	\$ 80,000.00				
6	6.01	SBR Tank Grating & Paving	1	Lump Sum	\$ 30,000.00	\$ 30,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 30,000.00	0%	\$ 30,000.00				
7	7.01	NEW System In Fabrication Building	1	Lump Sum	\$ 87,000.00	\$ 87,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 87,000.00	0%	\$ 87,000.00				
8	8.01	New UV System	1	Lump Sum	\$ 100,000.00	\$ 100,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 100,000.00	0%	\$ 100,000.00				
9	9.01	Mudgy Channel 1 and SBR	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,000.00	0%	\$ 2,000.00				
10	10.01	Allowance For Unforeseen Contingency	1	Lump Sum	\$ 20,000.00	\$ 20,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 20,000.00	0%	\$ 20,000.00				
SUBTOTAL GENERAL BAAI BID WORK						\$ 999,000.00	0	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 999,000.00	0%	\$ 999,000.00				
FINAL RETAINAGE LINE PRICING																						
11	1.01	Rock Excavation (0-100 CY)	0.150	Yard	\$ 800.00																	
12	3.01	Rock Excavation (101-500 CY)	101-500	Yard	\$ 600.00																	
CHANGE ORDER WORK																						
1	None				\$ 0.00	\$ 0.00	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 0.00	0%	\$ 0.00				
SUBTOTAL CHANGE ORDER WORK						\$ -	0	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -				
FINAL CONTRACT TOTAL INCLUDING CHANGE ORDER WORK						\$ 999,000.00	0	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 999,000.00	0%	\$ 999,000.00				
SUMMARY (Page 1 of 24 Pages)																						
1	ORIGINAL CONTRACT SUM	\$ 899,000.00																				
2	Net Change by Change Order	\$ -																				
3	CONTRACT SUM TO DATE	\$ 899,000.00																				
4	TOTAL COMPLETED & STORED TO DATE (Sum of Columns I, J)	\$ 18,000.00																				
5	RETAINAGE (Sum of Columns I, J)	\$ 36,000.00																				
6	TOTAL COMPLETED LESS RETAINAGE	\$ 873,000.00																				
7	LESS PREVIOUS PAYMENTS	\$ -																				
8	CURRENT PAYMENT DUE	\$ 17,000.00																				
9	BALANCE TO BE PAID INCLUDING RETAINAGE	\$ 891,000.00																				

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**May 13, 2021**

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

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

**WHEREAS**, the Town Board retained Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

**WHEREAS**, Delaware has submitted an invoice, dated February 23, 2021, for Town Board review in the amount of **\$1,370.00** for professional services provided during February and March 2021 (“Professional Services Invoice No. 12”); and

**WHEREAS**, Delaware has submitted an invoice, dated February 23, 2021, for Town Board review in the amount of **\$3,813.63** for professional services provided during March and April 2021 (“Professional Services Invoice No. 13”).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Professional Services Invoice Nos. 12 and 13 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 Delaware in the amount of **\$5,183.63**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 13, 2021.

Roger Tidball, Supervisor

Town Clerk/Deputy Town Clerk

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



## DELAWARE ENGINEERING, D.P.C.

---

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

March 19, 2021

Town of Duanesburg  
Attn.: Roger Tidball, Town Supervisor  
Town Hall  
5853 Western Turnpike  
Duanesburg, NY 12056

Re: Delanson WWTP (SD#1 & SD#3)  
Long Term Improvements Project - Professional Services Invoice #12

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$1,370.00 for services related to the above referenced project.

Services provided during February 2021 included:

- Continued communications with Town and regulatory agencies
- Receive and review contractor bonds and insurance
- Begin submittal review
- Schedule preconstruction meeting with Town and contractors

Services anticipated to be provided during March 2021 include:

- Continued communications with Town and regulatory agencies
- Prepare for and attend preconstruction meeting on March 24 at Delanson WWTP
- Continue submittal review
- NYSEFC compliance documentation

Please contact me at 607-432-8073 if you have any questions.

Respectfully,  
**DELAWARE ENGINEERING, D.P.C.**

Bill Brown, P.E. for  
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)

03-2021 Duanesburg (T) Delanson WWTP Long Term Improvements CL 12



**Delaware Engineering, D.P.C.**  
 28 Madison Ave. Ext.  
 Albany, NY 12203  
 (518) 452-1290

Town of Duanesburg  
 Town Hall  
 5853 Western Turnpike  
 Duanesburg, NY 12056

Invoice number 19-1712-12  
 Date 03/12/2021

Project 19-1712 Town of Duanesburg - Delanson  
 WWTP Long Term Improvements

For Services Rendered Through February 28, 2021

**3 Construction Management/Admin**

	Units	Rate	Billed Amount
Eric Michelitsch	3.50	110.00	385.00
William J. Brown	2.00	155.00	310.00
subtotal	5.50		695.00
Phase subtotal			695.00

**6A NYSEFC Contract Coordination (SUB-Deroo Consulting)  
 CONSULTANT**

	Units	Rate	Billed Amount
<b>Deroo Consulting</b>			675.00
Invoice total			<b>1,370.00</b>

Approved by:

William J. Brown

*Please remit payment to:  
 Delaware Engineering, D.P.C.  
 28 Madison Ave. Ext.  
 Albany, NY 12203*



# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

Town of Duanesburg  
Town Hall  
5853 Western Turnpike  
Duanesburg, NY 12056

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements  
INVOICE/REQUISITION No.: 12

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
<b>1. Task 1 - Design</b>				
Labor	\$ -	\$ 54,532.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
<b>SUBTOTAL-TASK 1</b>	\$ -	\$ 98,999.69	\$ 98,999.69	\$ 100,000.00
<b>2. Task 2 - Bid/Award</b>				
Labor	\$ -	\$ 7,496.25	\$ 7,496.25	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL-TASK 2</b>	\$ -	\$ 7,496.25	\$ 7,496.25	\$ 7,500.00
<b>3. Task 3 - Construction Management/Admin</b>				
Labor	\$ 695.00	\$ -	\$ 695.00	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL-TASK 3</b>	\$ 695.00	\$ -	\$ 695.00	\$ 50,000.00
<b>4. Task 4 - Construction Inspection</b>				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	
<b>SUBTOTAL-TASK 4</b>	\$ -	\$ -	\$ -	\$ 74,000.00
<b>5. Task 5 - As Built Drawing Preparation</b>				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
<b>SUBTOTAL-TASK 5</b>	\$ -	\$ -	\$ -	\$ 3,500.00

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

	<u>CURRENT</u> <u>COST</u>	<u>PREVIOUS</u> <u>COST</u>	<u>COST TO</u> <u>DATE</u>	<u>BUDGET</u>
<b>6. Task 6 - NYSEFC Contract Coordination</b>				
Labor	\$ -	\$ 4,998.75	\$ 4,998.75	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ 675.00	\$ -	\$ 675.00	\$ 10,000.00
<b>SUBTOTAL-TASK 6</b>	<b>\$ 675.00</b>	<b>\$ 4,998.75</b>	<b>\$ 5,673.75</b>	<b>\$ 15,000.00</b>
<b>7. Task 7 - Preliminary Engineering</b>				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL-TASK 7</b>	<b>\$ -</b>	<b>\$ 70,894.70</b>	<b>\$ 70,894.70</b>	<b>\$ 70,894.70</b>
<b>TOTAL</b>	<b>\$ 1,370.00</b>	<b>\$ 182,389.39</b>	<b>\$ 183,759.39</b>	<b>\$ 320,894.70</b>
<b>AMOUNT DUE FOR CURRENT SERVICES</b>	<b><u>\$ 1,370.00</u></b>			
<b>AMOUNT PAST DUE</b>	<b><u>\$ 7,928.75</u></b>	<b>Invoice #11, 2/12/2021</b>		
<b>TOTAL NOW DUE</b>	<b><u>\$ 9,298.75</u></b>			
<b>BUDGET BALANCE</b>		<b>\$137,135.31</b>		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

# Deroo Consulting

Fiscal Assistance  
13 McKinley Drive  
Delmar, New York 12054  
(616) 886-5678  
derooconsulting@gmail.com

# INVOICE

INVOICE NO: 42  
DATE: March 1, 2021

RECEIVED MAR 01 2021

#19-1712  
GA

## Delaware Engineering, DPC

55 South Main Street  
Oneonta, NY 13820  
607-432-8073  
607-432-0432 FAX

DESCRIPTION	UNIT PRICE	AMOUNT
Town of Duanesburg WWTP Project C4-5469-06-00		<b>\$675.00</b>
Total Hours: 9 hours in February 2021	\$75 per hour	\$ 0.00
<ul style="list-style-type: none"><li>MWBE Monthly reports: compilation and submission</li><li>Reviewing documents</li><li>Working with sub contractors on UPs</li><li>Working with town staff</li></ul>		\$ 0.00
Mileage (miles) for on-site meeting	\$.575 per mile	\$0.00
Postage	as per receipt	\$ 0.00
Supplies and copies (see receipts)		\$ 0.00

Make all checks payable to: Leslie Deroo  
If you have questions concerning this invoice, call: Leslie Deroo, (616) 886-5678

**THANK YOU FOR YOUR BUSINESS**

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**May 13, 2021**

**WHEREAS**, the Mariaville Wastewater Treatment Plant (the “Mariaville WWTP”) serves Mariaville Lake Sewer District No. 2; and

**WHEREAS**, the New York State Department of Environmental Conservation amended the New York State Pollutant Discharge Elimination System Permit for the Mariaville WWTP requiring that the Mariaville WWTP effluent be disinfected (the “Project”); and

**WHEREAS**, the Town Board retained Delaware Engineering, D.P.C., (“Delaware”) for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the “Project”); and

**WHEREAS**, Delaware has submitted an invoice, dated April 21, 2021, for Town Board review in the amount of **\$10,582.00** for professional services provided during March and April 2021 (“Professional Services Invoice No. 1”).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Professional Services Invoice Nos. 1 and authorizes payment of such invoice in the amount of \$10,582.00 from the designated account holding the Bond proceeds for this purpose.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 13, 2021.

\_\_\_\_\_  
Roger Tidball, Supervisor

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

Date

Date

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



## DELAWARE ENGINEERING, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

April 21, 2021

Town of Duanesburg  
Attn.: Roger Tidball, Town Supervisor  
Town Hall  
5853 Western Turnpike  
Duanesburg, NY 12056

Re: Mariaville WWTP (SD#2)  
Disinfection Improvements Project - Professional Services Invoice #1

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$10,582.20 for services related to the above referenced project.

Services provided through March 2021 included:

- Continued communications with Town and regulatory agencies
- Assist Town in execution of grant agreement with NYSDEC
- Preparation of funding agency documentation
- Assist Town in securing short term financing for project
- Travel to site to review project with Town personnel
- Prepare contract plans and specifications
- Contact equipment suppliers to obtain technical information

Services anticipated to be provided during April 2021 include:

- Continued communications with Town and regulatory agencies
- Prepare DEC grant compliance documentation
- Continued preparation of contract plans and specifications
- Submission of draft plans to NYSDEC for review in accordance with SPDES permit schedule

Please contact me at 607-432-8073 if you have any questions.

Respectfully,

**DELAWARE ENGINEERING, D.P.C.**

Bill Brown, P.E. for  
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)

04-2021 Duanesburg (T) Mariaville WWTP Disinfection Improvements CL 1



**Delaware Engineering, D.P.C.**  
 28 Madison Ave. Ext.  
 Albany, NY 12203  
 (518) 452-1290

Town of Duanesburg  
 Town Hall  
 5853 Western Turnpike  
 Duanesburg, NY 12056

Invoice number 20-2078-1  
 Date 04/15/2021

Project 20-2078 Town of Duanesburg - Mariaville  
 WWTP Disinfection Improvements

For Services Rendered Through April 04, 2021

**1 Design**

	Units	Rate	Billed Amount
Michael Primmer	5.00	160.00	800.00
	28.25	165.00	4,661.25
	14.75	165.00	2,433.75
William J. Brown	4.00	155.00	620.00
	8.00	155.00	1,240.00
subtotal	60.00		9,755.00

**REIMBURSABLES**

	Units	Rate	Billed Amount
Michael Primmer			
Mileage - Oneonta 2021	120.00	0.56	67.20
Phase subtotal			9,822.20

**6 NYSDEC Contract Coordination**

	Units	Rate	Billed Amount
Robert G. Chiappls	1.00	115.00	115.00
	1.50	120.00	180.00
William J. Brown	3.00	155.00	465.00
subtotal	5.50		760.00
Phase subtotal			760.00

Invoice total **10,582.20**

Approved by:  
 William J. Brown

Please remit payment to:  
 Delaware Engineering, D.P.C.  
 28 Madison Ave. Ext.  
 Albany, NY 12203

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8073/FAX 607-482-0482

Town of Duanesburg  
Town Hall  
5853 Western Turnpike  
Duanesburg, NY 12056

PROJECT ID 20-2078

PROJECT: Mariaville WWTP Disinfection Improvements  
INVOICE/REQUISITION No.: 1

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
<b>1. Task 1 - Design</b>				
Labor	\$ 9,755.00	\$ -	\$ 9,755.00	
Reimbursable Expenses	\$ 67.20	\$ -	\$ 67.20	
<b>SUBTOTAL - TASK 1</b>	<b>\$ 9,822.20</b>	<b>\$ -</b>	<b>\$ 9,822.20</b>	<b>\$ 30,000.00</b>
<b>2. Task 2 - Bid/Award</b>				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 2</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,500.00</b>
<b>3. Task 3 - Construction Management/Admin</b>				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 3</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000.00</b>
<b>4. Task 4 - Construction Inspection</b>				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 4</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,500.00</b>
<b>5. Task 5 - As Built Drawing Preparation</b>				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 5</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,500.00</b>

# DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-432-8073/FAX 607-432-0432

	<u>CURRENT</u> <u>COST</u>	<u>PREVIOUS</u> <u>COST</u>	<u>COST TO</u> <u>DATE</u>	<u>BUDGET</u>
<b>6. Task 6 - NYSDEC Contract Coordination</b>				
Labor	\$ 760.00	\$ -	\$ 760.00	
Reimbursable Expenses	\$ -	\$ -	\$ -	
<b>SUBTOTAL - TASK 6</b>	<b>\$ 760.00</b>	<b>\$ -</b>	<b>\$ 760.00</b>	<b>\$ 8,250.00</b>
<b>TOTAL</b>	<b>\$ 10,582.20</b>	<b>\$ -</b>	<b>\$ 10,582.20</b>	<b>\$ 80,750.00</b>
<b>AMOUNT DUE FOR CURRENT SERVICES</b>	<b><u>\$ 10,582.20</u></b>			
<b>AMOUNT PAST DUE</b>	<b><u>\$ -</u></b>			
<b>TOTAL NOW DUE</b>	<b><u>\$ 10,582.20</u></b>			
<b>BUDGET BALANCE</b>	<b>\$ 70,167.80</b>			

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE



**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_ - 2021**

**May 13, 2021**

**WHEREAS**, on January 29, 2021, Hon. Vincent W. Versaci issued an Order and Judgment authorizing the Town of Duanesburg (the “Town”) to remediate any and all unsafe and dangerous conditions existing at 111 Darby Hill Road (the “Property”) including demolition and removal of the structures; and

**WHEREAS**, the Town retained Prime AE Group of NY (“Prime AE”) to prepare plans and specification for the demolition and removal of said structures including testing, preparation of project scope, and overseeing the bidding process, for a contract amount of not to exceed \$5,000; and

**WHEREAS**, Prime AE has proposed to provide additional air monitoring services during demolition on behalf of the Town in an addition amount not to exceed \$1,250.00 (see attached proposal and agreement dated April 2021);

**BE IT RESOLVED**, that the Town Board authorizes the Town Supervisor to sign the attached agreement with Prime AE to provide the additional air monitoring services in an amount not to exceed \$1250.00.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 13, 2021.

\_\_\_\_\_  
Roger Tidball, Supervisor

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

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



Albany Office  
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203  
P: 518.382.1774

April 13, 2021

Dale Warner, Town Planner  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

**Re: Town of Duanesburg  
Unsafe Building Demolition  
111 Darby Hill Road  
Proposal for Additional Engineering Services**

Dear Mr. Warner:

We are pleased to provide this proposal for additional engineering services to prepare a separate asbestos air monitoring scope of work now that we know that the demolition of the residential building located at 111 Darby Hill Road in the Town of Duanesburg has to be demolished under blanket asbestos conditions since testing for asbestos and potential abatement is unsafe. This is an amendment to our original contract dated February 10, 2021 (executed copy attached) where we mentioned an alternate scope of work may be needed if we have to deal with asbestos. Our tasks will include the following:

Additional Scope

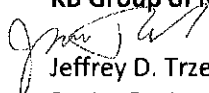
- PRIME AE will prepare a separate ACM air monitoring scope of work suitable for obtaining price quotes for the required work.
- PRIME AE will review the ACM air monitoring bid quotes and recommend a testing firm that the Town should hire.

We propose to provide the aforementioned scope of services for a lump fee not to exceed \$1,250.00, which will be billed monthly on a percentage complete basis. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions. If you are in agreement with this Proposal and the attached Standard Terms & Conditions, please return an executed copy of this proposal.

PRIME AE can provide a separate fee for inspection services, if the Town would like us to oversee the demolition work and confirm it is completed in accordance with the plans and specifications.

Thank you for considering us for this work, and if you have any questions or need anything further, please contact me at your convenience.

Sincerely,  
**KB Group of NY, Inc. dba PRIME AE Group of NY**

  
Jeffrey D. Trzeciak, P.E.  
Senior Project Manager



CONNECTING. CREATING. CONSERVING. COMMUNITY.  
[www.primeeeg.com](http://www.primeeeg.com)

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF DUANESBURG:

AGREED TO BY KB GROUP OF NY, INC. DBA  
PRIME AE GROUP OF NY:

\_\_\_\_\_  
Roger Tidball, Supervisor

\_\_\_\_\_  
Kumar Buvanendaran, P.E. – President & CEO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_





**KB Group of NY, Inc. dba PRIME AE Group of NY  
Standard Terms & Conditions**

**1. General.** These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between KB Group of NY, Inc. dba PRIME AE Group of NY (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

**2. Performance of Services.** PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors, subconsultants or vendors. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

**3. Right of Entry.** Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

**4. Modification.** This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

**5. Compensation.** Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees.

**6. Insurance.** PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of \$1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such





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Standard Terms & Conditions**

insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

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

**8. Ownership of Documents.** All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

**9. Suspension of Services and Termination.** Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

**10. Force Majeure.** Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either





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Standard Terms & Conditions**

party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

**11. Mutual Waiver of Consequential Damages.**

Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

**12. Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME

AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

**13. Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

**14. Reliance.** PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

**15. Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME





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Standard Terms & Conditions**

AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

**16. Limitation of Liability.** Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of \$50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

**17. Dispute Resolution.** If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after

the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**18. Precedence.** These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

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

**20. Survival.** These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

**21. Governing Law.** The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of New York without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

**22. Assignment.** No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.





Albany Office  
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203  
P: 518.382.1774

February 10, 2021

Dale Warner, Town Planner  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

**Re: Town of Duanesburg  
Unsafe Building Demolition  
111 Darby Hill Road  
Proposal for Engineering Services**

Dear Mr. Warner:

We are pleased to provide this proposal for engineering services to prepare plans and specifications for the demolition of the residential building located at 111 Darby Hill Road in the Town of Duanesburg. Our tasks will include the following:

Base Scope

- Coordination of required materials testing, such as lead paint and asbestos. (Testing costs shall be billed separately to the Town by the testing firm).
- Preparation of a project scope of work, plans and specifications and assemble in a Project Manual suitable for bidding the project.
- Oversee the bidding process including issue of addenda, opening bids, review of bids, and making a recommendation of award to the Town Board.

~~We propose to provide the aforementioned Base Scope services for a lump fee not to exceed \$5,000.00, which will be billed monthly on a percentage complete basis. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions. If you are in agreement with this Proposal and the attached Standard Terms & Conditions, please return an executed copy of this proposal.~~

Alternate Scope to be added if asbestos is found in the building

- PRIME AE will subcontract with a certified ACM abatement design firm to prepare the additional plans and specifications necessary and will incorporate into our Project Manual.
- PRIME AE will prepare a separate ACM air monitoring scope of work suitable for obtaining price quotes for the required work.
- PRIME AE will provide a fee for this alternate after the initial site testing has been completed and reviewed, as the full scope is not known at this time.

PRIME AE can provide a separate fee for inspection services, if the Town would like us to oversee the demolition work and confirm it is completed in accordance with the plans and specifications.



CONNECTING. CREATING. CONSERVING. COMMUNITY.  
[www.primeeng.com](http://www.primeeng.com)



Thank you for considering us for this work, and if you have any questions or need anything further, please contact me at your convenience.

Sincerely,  
KB Group of NY, Inc. dba PRIME AE Group of NY

*Douglas P. Cole*

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

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF DUANESBURG:

*Roger Tidball*  
\_\_\_\_\_  
Roger Tidball, Supervisor

DATE: 2-25-2021

AGREED TO BY KB GROUP OF NY, INC. DBA  
PRIME AE GROUP OF NY:

*Kumar Buvanendaran*  
\_\_\_\_\_  
Kumar Buvanendaran, P.E. - President & CEO

DATE: 2.10.2021

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_\_\_\_ -2021**

**May 13, 2021**

**WHEREAS**, the Town of Duanesburg Town Board has contracted for many years with the Mariaville Volunteer Fire Company to provide fire services in the Town of Duanesburg Fire Protection District no. 2;

**WHEREAS**, the Town of Duanesburg Town Board recently held a duly noticed public hearing extended over a number of Town Board meetings to begin discussing changes to the existing contract;

**WHEREAS**, the Town of Duanesburg Town Board adopted a budget for the year 2021 which provided that the MVFC would receive an additional \$8,374.00 for its fire services in 2021, for a total amount of \$202,229.00 to provide such services in 2021;

**NOW, THEREFORE, BE IT RESOLVED** That the Town Board of the Town of Duanesburg authorizes the Town Supervisor to pay the additional budgeted amount of \$8,374.00 to the MVFC for its fire services in 2021 and that the Town Board also directs that the Town Supervisor send the attached notice letter to the MVFC notifying the MVFC that its contract will be terminated for services as of January 1, 2022 unless a contract satisfactory to the Town Board, a form of which has already been presented to the MVFC several months ago, can be approved by the MVFC for the provision of fire services in 2022, commencing on January 1, 2022, including the timely provision of the information by the MVFC set forth in exhibit A to that contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 13, 2021.

\_\_\_\_\_  
Roger Tidball, Supervisor

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

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain

*LETTERHEAD*

**Certified Return Receipt Mail**

Mariaville Volunteer Fire Department, Inc.  
9248 Mariaville Road  
Pattersonville, NY 12137

Dear President \_\_\_\_\_,

We are writing to provide notice pursuant to Paragraph 8 of the Agreement dated January 1, 2020 between the Town of Duanesburg ("Town") and the Mariaville Volunteer Fire Department, Inc. ("Mariaville").

Please be advised that this correspondence shall serve as the Town's written notice to Mariaville that the Town is electing to terminate the Agreement effective December 31, 2021.

The Town intends to use the new fire contract form (previously provided to you) for future fire service contracts. If you have any questions, please do not hesitate to contact me.

Thank you for your attention to this matter.

Very truly yours,

Town of Duanesburg

\_\_\_\_\_  
Roger Tidball, Supervisor

**Town of Duanesburg Town Board**

**RESOLUTION NO. \_\_\_\_\_ -2021**

**May 13, 2021**

**WHEREAS**, The Town Board of the Town of Duanesburg initiated an update of the Town Comprehensive Plan several years ago with the Chair of the Planning Board and the Planning Board of the Town of Duanesburg serving as the committee to proposed the draft update to the Town Board;

**WHEREAS**, after many meetings and the collection of information from Town residents and Town and County staff, a draft update was accepted by the Planning Board and a hearing was held on January 21, 2021 and written comments were also received after the close of the public hearing until January 31, 2021;

**WHEREAS**, the Town Comprehensive Plan update was duly referred to the Schenectady County Planning Department;

**WHEREAS**, the Town Board modified the Comprehensive Plan Update to reflect the comments received on the Comprehensive Plan Update and Town Staff placed the revised Update on the Town website and at the direction of the Town Board duly noticed a public hearing for April 22, 2021;

**WHEREAS**, no member of the public commented during the public hearing and the Town Board closed the public hearing but indicated that written comments would be received through April 30, 2021;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Town Board is the only agency with authority to approve the Comprehensive Plan Update and hereby declares itself SEQRA lead agency for the review of this Type 1 Action;
2. The Town Board has carefully reviewed the EAF Parts 1 through 3, approves EAF Parts 1 through 3, and hereby finds that the adoption of the Update will not result in a significant adverse impact and that an environmental impact statement will not be prepared; and
3. The Town Board hereby approves the Comprehensive Plan Update and directs that the Update in its final form be posted on the Town of Duanesburg Website and be filed in the Town Clerk's office and made available at Town Hall.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of May 13, 2021.

---

Roger Tidball, Supervisor

---

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain