

*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

**Wednesday, November 17, 2021**

## **Town Board Meeting Agenda**

**Meeting Time: 7:00PM**

Call to order  
Pledge of Allegiance

**Approval of minutes for:** Town Board Meeting on Thursday October 28, 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 adopt the Preliminary budget as the final and annual budget for the Town of Duanesburg for the 2022 fiscal year.**
- 2. Motion to approve payment of Invoice No. 6 to MCJ Construction in the amount of \$37,083.67.**
- 3. Motion to approve Change Order No. 2 to increase the contract cost \$21, 896.62.**
- 4. Motion to approve and authorize the Town Supervisor to sign the attached professional services agreement with CT Male for preliminary design services.**

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

5. **Motion to approve and authorize the Town Supervisor to sign the attached “Broadband Infrastructure Grant Agreement.”**
6. **Motion to approve Voss Signs as a vendor.**

**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
	Marriage License Fee	Marriage License Fee	3	52.50
	Misc. Fees	Certified Copies - Death	15	150.00
		Certified Copies - Marriage	2	20.00
	subdivision minor	Subdivision	1	75.00
		<b>Sub-Total:</b>		<b>\$297.50</b>
2110	Variance Application	Variance Application	3	300.00
		<b>Sub-Total:</b>		<b>\$300.00</b>
2122	Connection Fee	Connection Fee	1	1,000.00
		<b>Sub-Total:</b>		<b>\$1,000.00</b>
690.01	Village Of Delanson	Village Of Delanson	1	30.00
		<b>Sub-Total:</b>		<b>\$30.00</b>
A1255	Conservation	Conservation	10	46.64
		<b>Sub-Total:</b>		<b>\$46.64</b>
A2544	AFTER 30 DAYS	AFTER 30 DAYS	6	30.00
	Dog Licensing	Female, Spayed	14	196.00
		Female, Unspayed	3	66.00
		Male, Neutered	22	308.00
		Male, Unneutered	2	44.00
		<b>Sub-Total:</b>		<b>\$644.00</b>
B2111	Permit	Permit	1	50.00
		<b>Sub-Total:</b>		<b>\$50.00</b>
B2555	Building Permits	Building Permits	11	1,555.00
	Other Permits	Other Permits	1	30.00
	Special Use Permit	Special Use Permit	1	100.00
		<b>Sub-Total:</b>		<b>\$1,685.00</b>
		<b>Total Local Shares Remitted:</b>		<b>\$4,053.14</b>
Amount paid to:	NYS Ag. & Markets for spay/neuter program			51.00
Amount paid to:	NYS Environmental Conservation			799.36
Amount paid to:	State Health Dept. For Marriage Licenses			67.50
<b>Total State, County &amp; Local Revenues:</b>	<b>\$4,971.00</b>	<b>Total Non-Local Revenues:</b>		<b>\$917.86</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

# Monthly Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month October 2021.

## Revenues

<b>Fund</b>	<b>Amount</b>
General Fund	\$ 101,774.93
Highway Fund	\$ 29,048.26
Fire Protection	\$ 0.00
Parks & Recreation	\$ 0.00
Parklands	\$ 0.00
Service Award	\$ 0.00
Sewer District #1	\$ 0.00
Sewer District #2	\$ 0.00
Sewer District #3	\$ 0.00
<b>Total</b>	<b><u>\$ 130,823.19</u></b>

## Disbursements

General Fund	\$ 92,982.74
Highway Fund	\$ 47,354.18
Fire Protection	\$ 0.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 9,007.82
Sewer District #2	\$ 6,299.49
Sewer District #3	\$ 2,565.40
<b>Total</b>	<b><u>\$158,209.63</u></b>

Dated November 17, 2021

Supervisors Office – Town of Duanesburg

A--General Fund - 01

**Town of Duaneburg  
Operating Statement**  
As of October 31, 2021

	Month Ending 10/31/2021		Year To Date 10/31/2021		Summary
	Actual	Budget	Actual	Remaining	
<b>Expenses</b>					
1010.100 - Town Board-Personal Svcs	2,341.52	28,100.00	23,397.26	4,702.74	16.7 %
1010.200 - Town Board-Equipment	0.00	0.00	69.99	(69.99)	0.0 %
1010.400 - Town Board-Contractual	0.00	750.00	220.45	529.55	70.6 %
1110.100 - Justices-Personal Svcs	2,614.61	32,633.00	27,087.36	5,545.64	17.0 %
1110.101 - Justices-Court Clerk	2,389.50	17,500.00	17,640.38	(140.38)	(0.8) %
1110.103 - Justices-Court Security	630.00	4,500.00	2,957.50	1,542.50	34.3 %
1110.200 - Justices-Equipment	0.00	500.00	0.00	500.00	100.0 %
1110.400 - Justices-Contractual	0.00	2,000.00	1,317.42	682.58	34.1 %
1220.100 - Supervisor-Personal Svcs	1,626.16	21,140.00	18,731.14	2,408.86	11.4 %
1220.101 - Supervisor-Personal Svcs-Clerk	2,800.00	36,400.00	30,100.00	6,300.00	17.3 %
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.38	2,813.00	2,343.80	469.20	16.7 %
1220.200 - Supervisor-Equipment	0.00	1,000.00	0.00	1,000.00	100.0 %
1220.400 - Supervisor-Contractual	0.00	500.00	450.26	49.74	9.9 %
1340.100 - Budget-Personal Svcs	0.00	5,000.00	2,500.00	2,500.00	50.0 %
1355.100 - Assessor-Personal Svcs	1,346.16	17,500.00	14,471.14	3,028.86	17.3 %
1355.101 - Assessor-Personal Svcs-Clerk	1,260.00	16,380.00	11,403.00	4,977.00	30.4 %
1355.106 - Assessor-Greivance Board Personal Svcs	0.00	500.00	559.13	(59.13)	(11.8) %
1355.200 - Assessor-Equipment	0.00	1,000.00	0.00	1,000.00	100.0 %
1355.400 - Assessor-Contractual	0.00	2,000.00	876.25	1,123.75	56.2 %
1355.401 - Assessor-Assessment Support Contract	0.00	17,500.00	10,190.00	7,310.00	41.8 %
1355.406 - Assessor-Grievance Board Contractual	0.00	200.00	0.00	200.00	100.0 %
1380.400 - Fiscal-Fiscal Agent Fees	3,130.00	35,000.00	30,630.00	4,370.00	12.5 %
1410.100 - Town Clerk-Personal Svcs	3,500.84	45,511.00	37,634.11	7,876.89	17.3 %
1410.101 - Town Clerk-Personal Svcs-Clerk	2,674.92	34,774.00	28,755.43	6,018.57	17.3 %
1410.200 - Town Clerk-Equipment	0.00	500.00	0.00	500.00	100.0 %
1410.400 - Town Clerk-Contractual	1,400.98	4,500.00	2,047.19	2,452.81	54.5 %
1420.400 - Attorney-Contractual	180.00	20,000.00	42,033.97	(22,033.97)	(110.2) %
1440.400 - Engineer-Contractual	0.00	0.00	19,709.41	(19,709.41)	0.0 %
1460.100 - Records Management-Personal Svcs	349.44	3,000.00	2,758.04	241.96	8.1 %
1460.400 - Records Management-Contractual	244.39	3,300.00	2,955.81	344.19	10.4 %
1620.100 - Buildings-Personal Svcs	2,044.77	12,500.00	16,623.36	(4,123.36)	(33.0) %
1620.200 - Buildings-Equipment	69.90	500.00	69.90	430.10	86.0 %
1620.400 - Buildings-Contractual	1,175.07	30,000.00	30,482.50	(482.50)	(1.6) %
1640.400 - Central Garage-Contractual	989.24	17,500.00	12,057.27	5,442.73	31.1 %
1660.400 - Central Storeroom-Contractual	80.98	2,000.00	1,432.98	567.02	28.4 %
1670.400 - Central Printing-Central Print/Mail	2,760.35	8,500.00	8,231.69	268.31	3.2 %
1680.200 - Data Processing-Equipment	0.00	1,500.00	0.00	1,500.00	100.0 %
1680.400 - Data Processing-Contractual	0.00	16,000.00	17,872.49	(1,872.49)	(11.7) %
1910.400 - Unallocated Insurance	681.24	63,034.00	76,474.92	(13,440.92)	(21.3) %
1920.400 - Municipal Dues	50.00	1,100.00	50.00	1,050.00	95.5 %
1990.400 - Contingency	0.00	10,000.00	0.00	10,000.00	100.0 %
3020.400 - Public Safety-Dispatch Svcs	0.00	43,000.00	32,250.00	10,750.00	25.0 %
3310.400 - Traffic Control-Contractual	0.00	0.00	721.80	(721.80)	0.0 %

**Town of Duaneburg  
Operating Statement**  
As of October 31, 2021

	Month Ending 10/31/2021		Year To Date 10/31/2021		Summary	
	Actual	Budget	Actual	Budget		
3510.100 - Dog Control-Personal Svcs	541.74	6,500.00	5,417.40	6,500.00	1,082.60	16.7 %
3510.400 - Dog Control-Contractual	163.01	2,500.00	779.42	2,500.00	1,720.58	68.8 %
3650.400 - Public Safety-Demolition of Unsafe buildings	29,070.00	750.00	35,320.00	750.00	(34,570.00)	(4,609.3) %
4020.100 - Registrar of Vital Stats-Personal Svcs	0.00	925.00	0.00	925.00	925.00	100.0 %
4540.400 - Ambulance-Contractual	0.00	237,344.00	180,508.00	237,344.00	56,836.00	23.9 %
5010.100 - Supt of Highway-Personal Svcs	4,374.72	56,871.00	47,027.88	56,871.00	9,843.12	17.3 %
5010.101 - Supt of Highway-Personal Svcs-Clerk	240.48	3,500.00	2,487.48	3,500.00	1,012.52	28.9 %
5010.200 - Supt of Highway-Equipment	0.00	1,000.00	929.08	1,000.00	70.92	7.1 %
5010.400 - Supt of Highway-Contractual	24.47	500.00	277.75	500.00	222.25	44.5 %
6010.400 - Social Svcs-Contractual	0.00	3,000.00	3,000.00	3,000.00	0.00	0.0 %
6410.100 - Publicity-Web Site Personal Svcs	0.00	5,000.00	0.00	5,000.00	5,000.00	100.0 %
6410.400 - Publicity-Web Site Contractual	0.00	1,000.00	2,999.49	1,000.00	(1,999.49)	(199.9) %
6772.400 - Programs for Aging-Contractual	0.00	2,600.00	2,600.00	2,600.00	0.00	0.0 %
7020.100 - Recreation Admin-Personal Svcs	0.00	3,000.00	3,000.00	3,000.00	0.00	0.0 %
7110.100 - Parks-Personal Svcs	0.00	8,500.00	0.00	8,500.00	8,500.00	100.0 %
7110.200 - Parks-Equipment	0.00	11,314.58	11,314.58	11,314.58	(7,814.58)	(223.3) %
7110.400 - Parks-Contractual	438.70	7,500.00	16,585.35	7,500.00	(9,085.35)	(121.1) %
7310.100 - Youth Programs-Personal Svcs	0.00	7,200.00	7,613.00	7,200.00	(413.00)	(5.7) %
7310.400 - Youth Programs-Contractual	56.83	1,200.00	1,094.25	1,200.00	105.75	8.8 %
7510.100 - Historian-Personal Svcs	62.50	750.00	625.00	750.00	125.00	16.7 %
7510.400 - Historian-Contractual	0.00	3,000.00	3,000.00	3,000.00	0.00	0.0 %
7550.400 - Celebrations-Contractual	0.00	2,000.00	0.00	2,000.00	2,000.00	100.0 %
8160.498 - Refuse/Garbage-Engineering & Testing	5,221.70	18,500.00	21,720.91	18,500.00	(3,220.91)	(17.4) %
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	2,000.00	1,285.00	2,000.00	715.00	35.8 %
9010.800 - State Retirement	0.00	45,000.00	32,139.55	45,000.00	12,860.45	28.6 %
9030.800 - Social Security	2,111.13	27,360.00	21,786.10	27,360.00	5,573.90	20.4 %
9040.800 - Workers' Compensation	412.33	12,000.00	5,431.84	12,000.00	6,568.16	54.7 %
9050.800 - Unemployment Insurance	0.00	0.00	1,826.41	0.00	(1,826.41)	0.0 %
9060.800 - Health Insurance	3,602.45	42,723.00	57,084.11	42,723.00	(14,361.11)	(33.6) %
<b>Total Expenses</b>	<b>80,894.51</b>	<b>1,065,858.00</b>	<b>992,958.55</b>	<b>1,065,858.00</b>	<b>72,899.45</b>	<b>6.8 %</b>
<b>Revenue</b>						
1001 - Real Property Tax	0.00	365,955.00	365,955.00	365,955.00	0.00	0.0 %
1089 - Other Tax Item	0.00	0.00	87.13	0.00	(87.13)	0.0 %
1090 - Real Property Tax Interest & Penalties	0.00	11,000.00	0.00	11,000.00	11,000.00	100.0 %
1120 - Non-Property Tax Distribution by County	39,319.48	400,000.00	176,937.66	400,000.00	223,062.34	55.8 %
1255 - Town Clerk Fees	180.11	1,500.00	2,415.11	1,500.00	(915.11)	(61.0) %
2001 - Park and Recreational Charges	0.00	1,000.00	0.00	1,000.00	1,000.00	100.0 %
2122 - Sewer Connection Fees	0.00	0.00	1,180.00	0.00	(1,180.00)	0.0 %
2401 - Interest & Earnings	0.00	500.00	318.17	500.00	181.83	36.4 %
2501 - Business and Occupational License	380.00	500.00	2,504.97	500.00	(2,004.97)	(401.0) %
2544 - Dog Licenses	530.00	4,000.00	6,511.00	4,000.00	(2,511.00)	(62.8) %
2610 - Fines and Forfeited Bail	9,538.00	77,000.00	55,521.00	77,000.00	21,479.00	27.9 %
2770 - Unclassified Revenues	0.00	0.00	8,681.17	0.00	(8,681.17)	0.0 %

A--General Fund - 01

Town of Duaneburg  
 Operating Statement  
 As of October 31, 2021

	Month Ending 10/31/2021	Actual	Year To Date 10/31/2021	Budget	Remaining	Summary
3001 - State per Capita Aid	0.00	0.00	20,653.00	20,653.00	20,653.00	100.0 %
3005 - State Aid Mortgage Tax	0.00	122,904.84	130,000.00	130,000.00	7,095.16	5.5 %
3820 - State Aid Youth Programs	0.00	0.00	3,000.00	3,000.00	3,000.00	100.0 %
3821 - COVID-19 Economic Relief	0.00	304,306.78	0.00	0.00	(304,306.78)	0.0 %
<b>Total Revenue</b>	<b>49,947.59</b>	<b>1,047,322.83</b>	<b>1,015,108.00</b>	<b>(32,214.83)</b>		<b>(3.2) %</b>
<b>Net Assets</b>	<b>(30,946.92)</b>	<b>54,364.28</b>	<b>(50,750.00)</b>	<b>(105,114.28)</b>		<b>207.1 %</b>

B--General Fund B - 02

Town of Duaneburg  
Operating Statement  
As of October 31, 2021

	Year To Date 10/31/2021				Summary
	Month Ending 10/31/2021	Actual	Budget	Remaining	
<b>Expenses</b>					
5112.200 - Capital Improvements-Equipment	0.00	172,614.25	0.00	(172,614.25)	0.0 %
8010.100 - Zoning-Building Inspector	5,374.64	57,777.06	68,500.00	10,722.94	15.7 %
8010.101 - Zoning-Inspector's Clerk	1,260.00	11,403.00	16,380.00	4,977.00	30.4 %
8010.103 - Zoning-Assistant	1,255.50	13,324.50	15,315.00	1,990.50	13.0 %
8010.104 - Zoning-Board Personal Svcs	45.00	1,807.50	2,000.00	192.50	9.6 %
8010.105 - Zoning-Code Officer	990.00	12,727.50	19,000.00	6,272.50	33.0 %
8010.200 - Zoning-Equipment	0.00	1,314.42	500.00	(814.42)	(162.9) %
8010.400 - Zoning-Contractual	137.97	9,612.53	6,000.00	(3,612.53)	(60.2) %
8010.404 - Zoning-ZBA Expenses	0.00	32.88	250.00	217.12	86.8 %
8010.470 - Zoning-Broadband Extension	0.00	0.00	15,000.00	15,000.00	100.0 %
8020.103 - Planning-Assistant	1,251.00	13,351.50	15,315.00	1,963.50	12.8 %
8020.104 - Planning-Board Personal Svcs	65.25	2,792.75	3,000.00	207.25	6.9 %
8020.200 - Planning-Equipment	0.00	0.00	500.00	500.00	100.0 %
8020.400 - Planning-Contractual	0.00	71.13	0.00	(71.13)	0.0 %
8020.404 - Planning-Board Expenses	0.00	361.62	500.00	138.38	27.7 %
8020.407 - Planning-Attorney	0.00	8,406.00	6,000.00	(2,406.00)	(40.1) %
9010.800 - State Retirement	0.00	18,145.68	17,500.00	(645.68)	(3.7) %
9030.800 - Social Security	769.34	8,194.71	8,790.00	595.29	6.8 %
9040.800 - Workers' Compensation	77.31	1,018.46	2,000.00	981.54	49.1 %
9060.800 - Health Insurance	862.22	9,552.99	20,768.00	11,215.01	54.0 %
<b>Total Expenses</b>	<b>12,088.23</b>	<b>342,508.48</b>	<b>217,318.00</b>	<b>(125,190.48)</b>	<b>(57.6) %</b>
<b>Revenue</b>					
1081 - Other Payments in Lieu of Taxes	41,906.66	192,766.47	0.00	(192,766.47)	0.0 %
1120 - Non-Property Tax Distribution by County	8,480.68	38,163.06	114,718.00	76,554.94	66.7 %
1170 - Franchise Fees	0.00	23,434.85	50,000.00	26,565.15	53.1 %
2110 - Zoning Fees	0.00	600.00	500.00	(100.00)	(20.0) %
2401 - Interest & Earnings	0.00	0.00	100.00	100.00	100.0 %
2555 - Building Permits	1,440.00	17,290.00	20,000.00	2,710.00	13.6 %
<b>Total Revenue</b>	<b>51,827.34</b>	<b>272,254.38</b>	<b>185,318.00</b>	<b>(86,936.38)</b>	<b>(46.9) %</b>
<b>Net Assets</b>	<b>39,739.11</b>	<b>(70,254.10)</b>	<b>(32,000.00)</b>	<b>38,254.10</b>	<b>(119.5) %</b>



**CM—Miscellaneous Special Revenue Fund**

**Town of Duanesburg  
Operating Statement**  
As of October 31, 2021

**Revenue**  
2401 – Interest & Earnings  
3089 – Other State Aid  
**Total Revenue**

**Net Assets**

<b>Year To Date 10/31/2021</b>	
Actual	Remaining
(45.64)	45.64
8,970.00	(8,970.00)
<b>8,924.36</b>	<b>(8,924.36)</b>
<b>8,924.36</b>	<b>(8,924.36)</b>

**Town of Duaneburg  
Operating Statement**  
As of October 31, 2021

	Month Ending 10/31/2021		Year To Date 10/31/2021		Summary
	Actual	Budget	Actual	Remaining	
<b>Expenses</b>					
5130.100 - Machinery-Personal Svcs	0.00	7,000.00	3,525.64	3,474.36	49.6 %
5130.200 - Machinery-Equipment	0.00	30,000.00	501.50	29,498.50	98.3 %
5130.400 - Machinery-Contractual	1,284.54	30,000.00	31,384.29	(1,384.29)	(4.6) %
5130.430 - Machinery-Contractual Training	0.00	200.00	0.00	200.00	100.0 %
5142.100 - Snow Removal-Personal Svcs	16,104.06	145,000.00	210,922.60	(65,922.60)	(45.5) %
5142.400 - Snow Removal-Contractual	0.00	60,000.00	42,883.77	17,116.23	28.5 %
9010.800 - State Retirement	0.00	23,500.00	19,151.98	4,348.02	18.5 %
9030.800 - Social Security	1,249.99	12,500.00	16,143.32	(3,643.32)	(29.1) %
9040.800 - Workers' Compensation	979.28	17,000.00	12,900.56	4,099.44	24.1 %
9055.800 - Disability Insurance	0.00	200.00	0.00	200.00	100.0 %
9060.800 - Health Insurance	5,069.39	66,411.00	57,812.23	8,598.77	12.9 %
<b>Total Expenses</b>	<b>24,687.26</b>	<b>391,811.00</b>	<b>395,225.89</b>	<b>(3,414.89)</b>	<b>(0.9) %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	374,354.00	374,354.00	0.00	0.0 %
2300 - Transportation Services	0.00	14,707.00	1,158.10	13,548.90	92.1 %
2401 - Interest & Earnings	0.00	250.00	237.14	12.86	5.1 %
2665 - Sales of Equipment	0.00	2,500.00	0.00	2,500.00	100.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>391,811.00</b>	<b>375,749.24</b>	<b>16,061.76</b>	<b>4.1 %</b>
<b>Net Assets</b>	<b>(24,687.26)</b>	<b>0.00</b>	<b>(19,476.65)</b>	<b>19,476.65</b>	<b>0.0 %</b>

**Town of Duaneburg  
Operating Statement  
As of October 31, 2021**

	Year To Date 10/31/2021				Summary
	Month Ending 10/31/2021	Actual	Budget	Remaining	
<b>Expenses</b>					
5110.100 - General Repairs-Personal Svcs	235.00	2,350.00	135,000.00	132,650.00	98.3 %
5110.400 - General Repairs-Contractual	5,748.74	51,884.51	75,000.00	23,115.49	30.8 %
5112.200 - Capital Improvements-Equipment	12,039.00	23,137.95	104,613.00	81,475.05	77.9 %
9010.800 - State Retirement	0.00	23,177.19	21,000.00	(2,177.19)	(10.4) %
9030.800 - Social Security	0.00	403.95	10,328.00	9,924.05	96.1 %
9040.800 - Workers' Compensation	850.43	11,203.14	17,000.00	5,796.86	34.1 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	3,793.75	42,033.09	66,411.00	24,377.91	36.7 %
<b>Total Expenses</b>	<b>22,666.92</b>	<b>154,189.83</b>	<b>429,552.00</b>	<b>275,362.17</b>	<b>64.1 %</b>
<b>Revenue</b>					
1120 - Non-Property Tax Distribution by County	29,048.26	130,841.47	250,000.00	119,158.53	47.7 %
2300 - Transportation Services	0.00	1,158.08	14,707.00	13,548.92	92.1 %
2401 - Interest & Earnings	0.00	28.64	500.00	471.36	94.3 %
3501 - State Aid/CHIPS	0.00	0.00	104,613.00	104,613.00	100.0 %
<b>Total Revenue</b>	<b>29,048.26</b>	<b>132,028.19</b>	<b>369,820.00</b>	<b>237,791.81</b>	<b>64.3 %</b>
<b>Net Assets</b>	<b>6,381.34</b>	<b>(22,161.64)</b>	<b>(59,732.00)</b>	<b>(37,570.36)</b>	<b>62.9 %</b>

H--Capital Projects

Town of Duaneburg  
 Operating Statement  
 As of October 31, 2021

	Year To Date 10/31/2021	
	Actual	Remaining
<b>Expenses</b>		
1440.204 - Short Term Project Expense SS2 UV	25,047.68	(25,047.68)
8130.200 - Treatment/Disposal-Equipment	282.82	(282.82)
8197.200 - Sewer Capital Projects	739,739.71	(739,739.71)
<b>Total Expenses</b>	<b>765,070.21</b>	<b>(765,070.21)</b>
<b>Revenue</b>		
2401 - Interest & Earnings	3.61	(3.61)
3990 - Sewer Capital Projects	839,105.35	(839,105.35)
<b>Total Revenue</b>	<b>839,108.96</b>	<b>(839,108.96)</b>
<b>Net Assets</b>	<b>74,038.75</b>	<b>(74,038.75)</b>

**Town of Duanesburg  
Operating Statement**  
As of October 31, 2021

	Year To Date 10/31/2021	
	Actual	Remaining
Revenue		
2401 - Interest & Earnings	1.07	(1.07)
<b>Total Revenue</b>	<b>1.07</b>	<b>(1.07)</b>
<b>Net Assets</b>	<b>1.07</b>	<b>(1.07)</b>

**Town of Duaneburg  
Operating Statement  
As of October 31, 2021**

	Year To Date 10/31/2021	
	Actual	Remaining
Expenses		
1440.204 - Short Term Project Expense SS2 UV	25,047.68	(25,047.68)
<b>Total Expenses</b>	<b>25,047.68</b>	<b>(25,047.68)</b>
<b>Net Assets</b>	<b>(25,047.68)</b>	<b>25,047.68</b>

**Town of Duanesburg  
Operating Statement**  
As of October 31, 2021

	Year To Date 10/31/2021			Summary
	Actual	Budget	Remaining	
<b>Expenses</b>				
3410.416 - Fire Protection-Contractual-Delanson	71,817.00	71,817.00	0.00	0.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	60,160.76	59,483.00	(677.76)	(1.1) %
3410.418 - Fire Protection-Contractual-Esperance	70,903.40	79,209.00	8,305.60	10.5 %
3410.419 - Fire Protection-Contractual-Mariaville	204,601.15	261,965.00	57,363.85	21.9 %
<b>Total Expenses</b>	<b>407,482.31</b>	<b>472,474.00</b>	<b>64,991.69</b>	<b>13.8 %</b>
<b>Revenue</b>				
1001.416 - Real Property Tax-Delanson	0.00	71,817.00	71,817.00	100.0 %
1001.417 - Real Property Tax-Burtonsville	0.00	59,483.00	59,483.00	100.0 %
1001.418 - Real Property Tax-Esperance	0.00	79,209.00	79,209.00	100.0 %
1001.419 - Real Property Tax-Mariaville	0.00	261,965.00	261,965.00	100.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>472,474.00</b>	<b>472,474.00</b>	<b>100.0 %</b>
<b>Net Assets</b>	<b>(407,482.31)</b>	<b>0.00</b>	<b>407,482.31</b>	<b>0.0 %</b>

Town of Duaneburg  
Operating Statement  
As of October 31, 2021

	Month Ending		Year To Date		Summary
	Actual	10/31/2021	Budget	10/31/2021	
<b>Expenses</b>					
1990.400 - Contingency	0.00	0.00	10,000.00	10,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	1,000.00	1,000.00	100.0 %
8110.400 - Sewer Admin-Contractual	22.86	1,017.12	1,000.00	(17.12)	(1.7) %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	2,600.00	2,600.00	0.00	0.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	50.97	610.94	900.00	289.06	32.1 %
8120.200 - Sanitary Sewers-Equipment	0.00	139.99	6,000.00	5,860.01	97.7 %
8120.462 - Sanitary Sewers-Pump Station Electric	225.81	3,571.53	4,500.00	928.47	20.6 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	57.38	6,412.51	20,000.00	13,587.49	67.9 %
8130.100 - Treatment/Disposal-Plant Operator	2,000.80	21,508.46	26,010.00	4,501.54	17.3 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	15,606.00	15,606.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,506.96	16,199.54	19,591.00	3,391.46	17.3 %
8130.200 - Treatment/Disposal-Equipment	0.00	524.79	1,000.00	475.21	47.5 %
8130.400 - Treatment/Disposal-Contractual	116.72	3,678.03	3,500.00	(178.03)	(5.1) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,800.00	1,800.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	571.70	1,000.00	428.30	42.8 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	2,077.48	18,787.45	20,000.00	1,212.55	6.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	194.26	4,302.82	15,000.00	10,697.18	71.3 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	1,239.71	3,500.00	2,260.29	64.6 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	0.00	314.45	1,000.00	685.55	68.6 %
8130.466 - Treatment/Disposal-Chemicals	0.00	2,124.90	3,000.00	875.10	29.2 %
8130.467 - Treatment/Disposal-Lab Testing	263.34	2,757.58	5,000.00	2,242.42	44.8 %
8130.468 - Treatment/Disposal-Sludge Disposal	1,001.00	6,968.50	9,000.00	2,031.50	22.6 %
9010.800 - State Retirement	0.00	4,057.46	10,000.00	5,942.54	59.4 %
9030.800 - Social Security	240.66	2,568.93	5,165.00	2,596.07	50.3 %
9040.800 - Workers' Compensation	128.85	1,697.43	6,000.00	4,302.57	71.7 %
9060.800 - Health Insurance	1,034.66	11,463.59	8,900.00	(2,563.59)	(28.8) %
9730.600 - Bond Anticipation-Principal	0.00	129,000.00	129,000.00	0.00	0.0 %
9730.700 - Interest on Bond	86.07	86.07	0.00	(86.07)	0.0 %
<b>Total Expenses</b>	<b>9,007.82</b>	<b>242,203.50</b>	<b>335,497.00</b>	<b>93,293.50</b>	<b>27.8 %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	314,397.73	314,397.00	(0.73)	(0.0) %
2401 - Interest & Earnings	0.00	77.70	100.00	22.30	22.3 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	100.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>314,475.43</b>	<b>315,497.00</b>	<b>1,021.57</b>	<b>0.3 %</b>
<b>Net Assets</b>	<b>(9,007.82)</b>	<b>72,271.93</b>	<b>(20,000.00)</b>	<b>(92,271.93)</b>	<b>461.4 %</b>



**Town of Duanesburg  
Operating Statement**  
As of October 31, 2021

	Month Ending 10/31/2021		Year To Date 10/31/2021		Summary
	Actual	Actual	Budget	Remaining	
<b>Expenses</b>					
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	16.54	773.87	2,000.00	1,226.13	61.3 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	40.78	532.38	750.00	217.62	29.0 %
8120.200 - Sanitary Sewers-Equipment	0.00	98.00	4,000.00	3,902.00	97.6 %
8120.462 - Sanitary Sewers-Pump Station Electric	704.24	6,108.28	8,000.00	1,891.72	23.6 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	119.14	16,925.62	22,000.00	5,074.38	23.1 %
8130.100 - Treatment/Disposal-Plant Operator	1,400.56	15,055.92	18,207.00	3,151.08	17.3 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	10,924.00	10,924.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,054.88	11,339.98	13,713.00	2,373.02	17.3 %
8130.200 - Treatment/Disposal-Equipment	0.00	331.87	2,000.00	1,668.13	83.4 %
8130.400 - Treatment/Disposal-Contractual	81.71	2,274.75	0.00	(2,274.75)	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,200.00	1,200.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	407.59	2,000.00	1,592.41	79.6 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,490.36	13,997.77	25,000.00	11,002.23	44.0 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	2.77	9,665.14	14,000.00	4,334.86	31.0 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	2,131.75	3,500.00	1,368.25	39.1 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	0.00	379.37	2,000.00	1,620.63	81.0 %
8130.467 - Treatment/Disposal-Lab Testing	280.50	2,793.09	2,000.00	(793.09)	(39.7) %
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	0.00	4,000.00	4,000.00	100.0 %
9010.800 - State Retirement	0.00	3,051.16	7,500.00	4,448.84	59.3 %
9030.800 - Social Security	168.48	1,798.32	4,644.00	2,845.68	61.3 %
9040.800 - Workers' Compensation	77.31	1,018.46	3,700.00	2,681.54	72.5 %
9060.800 - Health Insurance	862.22	9,553.02	6,230.00	(3,323.02)	(53.3) %
9730.600 - Bond Anticipation-Principal	0.00	160,000.00	160,000.00	0.00	0.0 %
<b>Total Expenses</b>	<b>6,299.49</b>	<b>258,236.34</b>	<b>328,293.00</b>	<b>70,056.66</b>	<b>21.3 %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	326,793.00	326,793.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	168.78	500.00	331.22	66.2 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	100.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>326,961.78</b>	<b>328,293.00</b>	<b>1,331.22</b>	<b>0.4 %</b>
<b>Net Assets</b>	<b>(6,299.49)</b>	<b>68,725.44</b>	<b>0.00</b>	<b>(68,725.44)</b>	<b>0.0 %</b>

**Town of Duaneburg  
Operating Statement  
As of October 31, 2021**

	Month Ending 10/31/2021		Year To Date 10/31/2021		Summary
	Actual	Actual	Budget	Remaining	
<b>Expenses</b>					
1990.400 - Contingency	0.00	0.00	5,000.00	5,000.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	0.00	537.25	1,000.00	462.75	46.3 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	598.00	598.00	100.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	2,725.00	2,725.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	18.34	305.82	400.00	94.18	23.5 %
8120.200 - Sanitary Sewers-Equipment	0.00	47.99	1,000.00	952.01	95.2 %
8120.462 - Sanitary Sewers-Pump Station Electric	538.30	5,197.99	3,000.00	(2,197.99)	(73.3) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	17.21	2,406.70	5,000.00	2,593.30	51.9 %
8130.100 - Treatment/Disposal-Plant Operator	600.20	6,452.11	7,803.00	1,350.89	17.3 %
8130.101 - Treatment/Disposal-Plant Operator	0.00	0.00	4,681.00	4,681.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	452.08	4,859.86	5,877.00	1,017.14	17.3 %
8130.200 - Treatment/Disposal-Equipment	0.00	625.30	500.00	(125.30)	(25.1) %
8130.400 - Treatment/Disposal-Contractual	35.01	1,129.42	1,000.00	(129.42)	(12.9) %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	250.00	250.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	0.00	166.33	500.00	333.67	66.7 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	0.00	1,892.80	5,000.00	3,107.20	62.1 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	58.03	1,182.19	5,000.00	3,817.81	76.4 %
8130.464 - Treatment/Disposal-Fuel Oil	0.00	340.03	1,000.00	659.97	66.0 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	0.00	166.53	500.00	333.47	66.7 %
8130.466 - Treatment/Disposal-Chemicals	0.00	634.71	1,000.00	365.29	36.5 %
8130.467 - Treatment/Disposal-Lab Testing	78.66	880.83	2,000.00	1,119.17	11.9 %
8130.468 - Treatment/Disposal-Sludge Disposal	299.00	2,081.50	2,000.00	(81.50)	(4.1) %
9010.800 - State Retirement	0.00	1,038.52	3,500.00	2,461.48	70.3 %
9030.800 - Social Security	72.14	770.07	1,435.00	664.93	46.3 %
9040.800 - Workers' Compensation	51.54	678.92	1,750.00	1,071.08	61.2 %
9060.800 - Health Insurance	344.89	3,821.16	2,670.00	(1,151.16)	(43.1) %
9730.600 - Bond Anticipation-Principal	0.00	77,610.00	77,610.00	0.00	0.0 %
<b>Total Expenses</b>	<b>2,565.40</b>	<b>112,826.03</b>	<b>142,724.00</b>	<b>29,897.97</b>	<b>20.9 %</b>
<b>Revenue</b>					
1001 - Real Property Tax	0.00	141,724.00	141,724.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	109.69	0.00	(109.69)	0.0 %
2590 - Permits - Septic	0.00	1,000.00	1,000.00	0.00	0.0 %
<b>Total Revenue</b>	<b>0.00</b>	<b>142,833.69</b>	<b>142,724.00</b>	<b>(109.69)</b>	<b>(0.1) %</b>
<b>Net Assets</b>	<b>(2,565.40)</b>	<b>30,007.66</b>	<b>0.00</b>	<b>(30,007.66)</b>	<b>0.0 %</b>

**Town of Duaneburg  
Operating Statement**  
As of October 31, 2021

	Month Ending 10/31/2021	Year To Date 10/31/2021	Remaining
	Actual	Actual	
<b>Expenses</b>			
3410.800 - Service Award-Employee Benefits	58,795.00	118,633.00	(118,633.00)
<b>Total Expenses</b>	<b>58,795.00</b>	<b>118,633.00</b>	<b>(118,633.00)</b>
<b>Revenue</b>			
2401 - Interest & Earnings	0.00	2.37	(2.37)
<b>Total Revenue</b>	<b>0.00</b>	<b>2.37</b>	<b>(2.37)</b>
<b>Net Assets</b>	<b>(58,795.00)</b>	<b>(118,630.63)</b>	<b>118,630.63</b>

Town of Duaneburg

Vouchers per Fund

Fund		Amount
General Fund		\$ 39,759.74
Highway Fund		\$ 5,929.86
Sewer District # 1		\$ 2,824.07
Sewer District # 2		\$ 4,487.58
Sewer District # 3		\$ 607.15
	Total	\$ 53,608.40

**Town of Duanesburg Town Board**

**RESOLUTION # -2021 APPROVING THE TOWN BUDGET FOR 2022**

**Town Board Meeting of November 17, 2021**

**WHEREAS**, The Town Board of the Town of Duanesburg has prepared a budget for the 2022 fiscal year;

**WHEREAS**, the Town Supervisor has reviewed the budget estimates with the Town Departments;

**WHEREAS**, the Town Supervisor prepared a tentative budget from the budget estimates;

**WHEREAS**, the budget estimates and tentative budget were submitted to the Town Clerk's Office;

**WHEREAS**, the Town Clerk presented the tentative budget to the Town Board at the special meeting on October 4, 2021;

**WHEREAS**, the Town Board reviewed the tentative budget and approved it as the preliminary budget, for public review at the regular meeting on October 14, 2021;

**WHEREAS**, the Town Clerk duly noticed a public hearing on the preliminary budget on file with the Town Clerk's Office;

**WHEREAS**, on October 14, 2021 and October 28, 2021, the Town Board held duly noticed public hearings on the preliminary budget.

**NOW THEREFORE BE IT RESOLVED**, that the Town Board hereby adopts the preliminary budget as the final and annual budget for the Town of Duanesburg for the 2022 fiscal year.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular Town Board meeting on November 17, 2021.

Motion made by \_\_\_\_\_  
Motion seconded by \_\_\_\_\_

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

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

Present:  
Absent:

Council 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

**Town of Duanesburg Town Board**

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

**November 17, 2021**

**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, dated November 9, 2021, for Town Board review in the amount of **\$37,083.67** for services provided for the period ending October 28, 2021 (“Contractor Invoice No. 6”).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Contractor Invoice No. 6 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 **\$37083.67**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its special Town Board meeting of November 17, 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

November 11, 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 #6

Dear Supervisor Tidball:

We have reviewed the attached Payment Application No. 6 for MCJ Construction, the contractor for the subject project, for the period ending October 28, 2021 in the amount of \$37,083.67. The balance to finish including retainage equals \$92,300.22

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.

PA\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#6\TD1-G-20 Pay App 6 CL.doc

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



**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

Delaware WWTP Long Term Improvements

TO OWNER: Town of Dunesburg

PROJECT: Delaware WWTP Long Term Improvements

APPLICATION NO: 6

Distribution to: OWNER, ARCHITECT, CONTRACTOR

PERIOD TO: 10/28/21

PROJECT NO: [ ]

CONTRACT DATE: 1/28/21

FROM CONTRACTOR: MCJ Construction LLC, 777 Banker Hill Road, Mayfield, NY 12117

ARCHITECT: Delaware Engineering, 55 South Main Street, Oneonta, NY 13820

CONTRACTOR FOR: [ ]

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with this Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM \$ 999,000.00

2. Net change by Change Orders \$ 56,000.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,055,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,013,368.19

5. RETAINAGE: a. 5 % of Completed Work \$ 50,668.41 (Column D + E on G703)

b. 5 % of Stored Material \$ 0.00 (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 50,668.41

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 962,699.78

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 925,616.11

8. CURRENT PAYMENT DUE (Line 6 from prior Certificate) \$ 37,083.67

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 92,300.22

AMOUNT CERTIFIED \$ 37,083.67

CONTRACTOR: [ ]

By: [Signature] Date: 11/19/21

State of New York County of Fulton

Subscribed and sworn to before me this 19th day of November 2021

Notary Public: Amy Murray

My Commission Expires: 10/28/22

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED \$ 37,083.67

By: [Signature] Date: 11/11/2021

ARCHITECT: [ ]

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

THE ARCHITECTING INSTITUTE OF ARCHITECTS, 1725 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5209

AMY MURRAY  
Notary Public, State of New York  
No. 01MU6382436  
Qualified in Fulton County  
Commission Expires 10/28/22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$56,000.00	
Total approved this Month		
TOTALS	56,000.00	0.00
NET CHANGES by Change Order	56,000.00	

**CONTINUATION SHEET**

AIA Document G702 - APPLICATION AND CERTIFICATION FOR PAYMENT, containing  
 Page of 6  
 AIA DOCUMENT G703

Contractor's signed certification is attached  
 in tabulations below, amounts are stated in the nearest dollar.  
 The Column I on Contract where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C CONTRACT VALUE	D FROM PREVIOUS APPLICATION (D - E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE %
1	Mobilization/Demobilization	\$45,000.00	\$31,500.00	\$0.00		\$31,500.00	\$13,500.00	70%
2	New EQ Tank and Building	\$300,000.00	\$300,000.00	\$0.00		\$300,000.00	\$0.00	100%
3	New Mechanical Fine Screen	\$190,000.00	\$187,500.00	\$0.00		\$187,500.00	\$2,500.00	99%
4	New EQ Tank Pumps and Aeration System	\$150,000.00	\$130,000.00	\$0.00		\$130,000.00	\$20,000.00	87%
5	Site Work and Yard Piping	\$65,000.00	\$65,000.00	\$0.00		\$65,000.00	\$0.00	100%
6	SBR Tank Grating and Railing	\$30,000.00	\$1,500.00	\$28,500.00		\$30,000.00	\$0.00	100%
7	NPW System in Filtration Building	\$67,000.00	\$64,500.00	\$0.00		\$64,500.00	\$2,500.00	96%
8	New UV System	\$130,000.00	\$127,500.00	\$0.00		\$127,500.00	\$2,500.00	98%
9	Modify Chemical Feed Skid	\$2,000.00	\$2,000.00	\$0.00		\$2,000.00	\$0.00	100%
10	Allowance 1 - Unforeseen Conditions	\$20,000.00	\$8,832.75	\$10,535.44		\$19,368.19	\$631.81	97%
11	Alternate 1 - Rock Excavation (0-100CY)	\$56,000.00	\$56,000.00	\$0.00		\$56,000.00	\$0.00	100%
12	Alternate 2 - Rock Excavation (101-500CY)	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
13		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
14		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
15		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
16		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
17		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
18		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
19		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
20		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
21		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
22		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
23		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
24		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	#DIV/0!
<b>GRAND TOTALS</b>		\$1,055,000.00	\$974,332.75	\$39,035.44	\$0.00	\$1,013,368.19	\$41,631.81	96.1%





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



U.S. Wage and Hour Division  
Rev Dec. 08

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

OMB No. 1235-0008  
Expires 02/28/18

Name of Contractor  
**MCJ CONSTRUCTION, LLC**  
ADDRESS: **777 BUNKER HILL ROAD  
MAYFIELD, NY 12117**

FEIN  
**14-1835610**

Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	For Week Ending 9/26/2021							Total Hours	Rate of Pay	Gross Amount Earned	Deductions			Net Wages Paid for week			
			M 9/20	T 9/21	W 9/22	TH 9/23	F 9/24	S 9/25	S 9/26				FICA	Fed W/H tax	NYS tax		PFL SDI	Other	Total Deductions
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT							0	77.94	0.00					0.00		
			Hol																
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor	OT							0	60.54	0.00					0.00		
			Hol																
Putman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O	Labor	OT							0	60.54	545.40	41.73	84.50	26.29	0.15	54.54	207.21	338.19
			HOL																
Owens, Jonathan 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	ST	8	2					10	54.54	242.16	18.52	20.95	12.88	0.07		52.42	189.74
			OT																
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	OT							4	65.00	780.00	59.67	147.24	46.10	0.18	253.19	526.81	
			HOL																
			ST	8	4					12	65.00						0.00	0.00	0.00
			ST																
			ST							0		0.00					0.00	0.00	
			ST																
			ST							0		0.00					0.00	0.00	
			ST																

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, 5.5(e), the Copland Act5 (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish 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(e)(3)(6) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, 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 55502, 200 Constitution Ave N.W., Washington, D.C. 20210









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



U.S. Wage and Hour Division  
Rev Dec. 08

Name of Contractor		PROJECT AND LOCATION:		PROJECT OR CONTRACTOR NO.		Deductions		Net Wages Paid for week												
MCJ CONSTRUCTION, LLC		Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053		#2020009005																
FEIN 14-1835610		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117		PRC NO.																
Name and Individual Identifying Number of Worker	No. of With-holdings	Work Classification	ST of	Day and Date							Gross Amount Earned	FICA	Fed W/H tax	NYS tax	PFL	SDI	Other	Total Deductions	Net Wages Paid for week	
				M	T	W	TH	F	S	S										Total Hours
Garber, Christian	S/O	Engineer	OT	10/18	10/19	10/20	10/21	10/22	10/23	10/24	0	77.94								
13 Tamarack Trl Saratoga Springs, NY 12866			Hol								0	60.54								0.00
Garber, Michael	S/O	Labor	ST								0	60.54								0.00
17 Milton Heights Blvd Ballston Spa, NY 12020			Hol								0	77.94								0.00
Putman, Ryan D	S/O	Labor	ST								0	60.54								0.00
112 Little Rock Lane Broadalbin, NY 12025			HOL								0	71.94								0.00
Owens, Jonathan	M/O	Labor	ST								8	54.54	33.38	62.16	20.24	0.15	43.63	159.56	276.76	
229 Midline Rd Amsterdam, NY 12010			Hol								0	60.54								0.00
Sargalis, Jeffrey E	S/O	Manager	ST								8	65.00	37.05	51.31	27.43	0.12	115.91	368.41		
29 S. Shore Rd Northville, NY 12134			HOL								0	65.00								0.00
			ST								8	65.00	39.78	98.16	30.73	0.12	168.79	351.21		
			ST								0									0.00
			ST								0									0.00
			ST								0									0.00
			ST								0									0.00

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, 5.5(a), the Copland Act5 (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish 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)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, 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





**Town of Duanesburg Town Board**

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

**November 17, 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 for approval the attached Change Order No. 2 to Contract No. TD-1-G-20-General for the Delanson WWTP Long Term Improvements (SFR-5469-06) by letter dated November 11, 2021 to increase the Contract Costs from **\$1,055,000.00** to **\$1,076,896.62**, an increase of **\$21,896.62**; and

**WHEREAS**, Delaware has advised that the amount is within the contingency for the Project and will not increase the overall project cost.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves Change Order No. 2 and authorizes the Town Supervisor to submit any necessary documentation to New York State Environmental Facilities Corporation.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 17, 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

November 11, 2021

Supervisor Roger Tidball  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

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

Subj: Change Order #2  
Contract No. TD1-G-20 - General

Dear Supervisor Tidball:

We have reviewed the attached Change Order #2 for MCJ Construction LLC, the contractor for the subject project. The change order includes costs associated miscellaneous additional work required to successfully complete the project.

An additional concrete sidewalk is recommended to better access the new equalization tank, and provide for easier and safer access and maintenance. A concrete pad is recommended to be installed around the new valves boxes located in the existing gravel driveway, to better protect them during winter plowing operations. New grating and railing was installed over the digester tanks as part of the project, to provide safer access for operators to these components. Existing plug valves that are being accessed from this grating are original to the facility, and should be replaced with new ones with extended operators, to again provide better access and new, better operating valves. A new UV unit was installed in the existing filter building. A temporary work platform is recommended to be procured and installed to provide safer and more ready access to this equipment to Town personnel.

MCJ Construction, the general contractor, has provided a proposal to install these improvements for the cost of \$21,896.62. The revised contract total would therefore be \$1,076,896.62. There are sufficient funds in the project contingency budget to cover this cost.

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

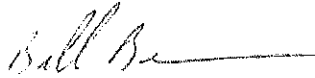
Attached for your files are the following items:

- Partially Executed Change Order #2 along with supporting documentation

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\CO\#2\TD1-G-20 CO2 cl 11-9-21.doc

Enclosures

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

# CHANGE ORDER

ALA DOCUMENT G701

OWNER  [x]  
 ARCHITECT  [x]  
 CONTRACTOR  [x]  
 FIELD  []  
 OTHER  []

PROJECT: **DELANSON WWTP** CHANGE ORDER NUMBER: **2**  
 (name, address) **LONG TERM IMPROVEMENTS**  
**TOWN OF DUANESBURG**  
 DATE: **9-Nov-21**  
 TO CONTRACTOR: **MCJ CONSTRUCTION LLC** ARCHITECT'S PROJECT NO: **TD1-G-21**  
 (name, address) **777 BUNKER HILL ROAD**  
**MAYFIELD, NY 12117** CONTRACT DATE: **5-Feb-21**  
 CONTRACT FOR: **General Construction**

The Contract is changed as follows:  
*Change Order No. 2 includes additional charges to install safety and maintenance improvements*

**CO1-G-1:**  
*Additional charge for installation of a sidewalk to provide safer and more easily maintainable access to new equalization tank, concrete pad to protect new valve boxes from snow plowing operations, valve replacement, and work platform for new UV*  
*Contract completion to be extended by 30 days due to delays in equipment delivery to the site*

*(See attached sheet for description of changes)*

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

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was.....	\$	999,000.00
Net change by previously authorized Change Orders.....	\$	56,000.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was.....	\$	1,055,000.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	21,896.62
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be.....	\$	1,076,896.62

The Contract Time will be (increased) (decreased) (unchanged) by 30 ( ) days  
 The date of Substantial Completion as of the date of this Change Order therefore is 15-Dec-21

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

**Delaware Engineering, D.P.C.**

ARCHITECT  
**55 South Main Street**  
 Address  
**Oneonta, NY 13820**

BY *[Signature]*  
 DATE **11/11/2021**

**MCJ Construction LLC**

CONTRACTOR  
**777 Bunker Hill Road**  
 Address  
**Mayfield, NY 12117**

BY *[Signature]*  
 DATE **11/9/2021**

**Town of Duanesburg**

OWNER  
**5853 Western Turnpike**  
 Address  
**Duanesburg, NY 12056**

BY \_\_\_\_\_  
 DATE \_\_\_\_\_

**Town of Duanesburg Town Board**

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

**November 17, 2021**

**WHEREAS**, the Town of Duanesburg (the “Town”) desires to renovate the existing Town Hall; and

**WHEREAS**, the CT Male has submitted a proposal to the Town for preliminary design services for the renovations to Town Hall; and

**WHEREAS**, the Town has reviewed the attached professional services agreement for the preliminary design services; and

**WHEREAS**, the Town has determined that this is a Type II action under State Environmental Quality Review Act (“SEQRA”).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves and authorizes the Town Supervisor to sign the attached professional services agreement with CT Male.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 17, 2021.

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

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

Date

Date:

Present:

Absent:

Town Board Members:

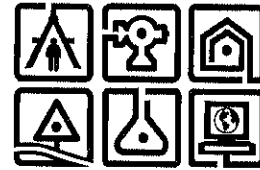
Roger Tidball	Yea	Nay	Abstain
John Ganther	Yea	Nay	Abstain
Rick Potter	Yea	Nay	Abstain
William Wenzel	Yea	Nay	Abstain
Jeff Senecal	Yea	Nay	Abstain



# SCHEDULE OF REPRESENTATIVE

## CHARGE RATES

January - December 2021



<b><u>Professional Level Classifications</u></b>	<b><u>Rate Per Hour</u></b>
P7 - President, Chief Executive	\$300
P7 - Vice President(s)	\$200 to \$245
P6 - <i>Managing:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, GIS Specialist	\$140 to \$210
P5 - <i>Senior:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, Project Manager, GIS Specialist	\$130 to \$170
P4 - <i>Project:</i> Engineer, Environmental Scientist, Surveyor, Architect, Land Planner, Manager, GIS Specialist	\$110 to \$160
P3 - <i>Assistant Project:</i> Engineer, Environmental Scientist, Surveyor, Architect, Senior Architect Intern, Land Planner	\$85 to \$130
P2 - Design Engineer, Environmental Scientist, Architect, Architect Intern, Intern Land Planner; Project Coordinator	\$75 to \$105
P1 - <i>Intern/Junior:</i> Engineer, Environmental Scientist, Surveyor, Architect	\$70 to \$95
<b><u>Technical Level Classifications</u></b>	
T6- Senior Designer, Senior Construction Observer, Senior Engineering Technician, Senior GIS Technician, Senior Crew Chief	\$105 to \$145
T5 - Engineering Technician V, Designer, Senior Designer, Construction Observer, Senior Crew Chief, Environmental Technician, GIS Technician, Survey Technician, GPS Manager	\$80 to \$130
T4 - Senior Drafter, Construction Observer, Field Scientist, Crew Chief, Designer, Instrument Operator, Survey Technician	\$75 to \$105
T3 - Drafter, Instrument Operator, Survey Technician, Field Scientist, Construction Observer, GIS Technician	\$60 to \$100
T2 - Instrument Operator, Drafter, Field Scientist, Construction Observer, GIS Technician	\$50 to \$95
T1 - Junior Drafter, Instrument Operator Intern, Junior Technician, Field Scientist, Construction Observer, GIS Technician	\$50 to \$85
<b><u>Support Services</u></b>	
S - Administrative Assistant, Clerk, Project Coordinator	\$75 to \$90

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

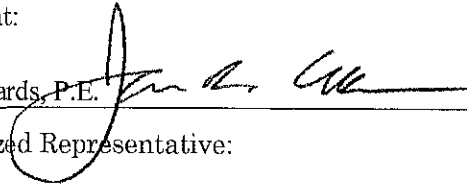
Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Jim Edwards, P.E.



Authorized Representative:

Title: VP Risk Management

Date signed: 8/5/2021

U.S. Department of the Treasury:

---

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

# **AIA**® Document B102™ – 2017

## **Standard Form of Agreement Between Owner and Architect** without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the 5th day of August in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

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

and the Architect:  
(Name, legal status, address and other information)

**C.T. Male Associates**  
**Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.**  
50 Century Hill Drive  
Latham, New York

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

**Town Hall Addition**  
5853 Western Turnpike  
Duanesburg, NY 12056

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

As outlined in the attached proposal for "Preliminary Design Phase Services – Addition & renovations to the Existing Town Hall Facility", dated June 8, 2021

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Nicholas M. Lobosco, R.A.

**C.T. Male Associates**

**Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.**

50 Century Hill Drive, Latham, New York 12110

email: n.lobosco@ctmale.com

phone: (518) 786-7469

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.



§ 1.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000 ) each accident, One Million Dollars (\$ 1,000,000 ) each employee, and One Million Dollars (\$ 1,000,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000 ) per claim and Five Million Dollars (\$ 5,000,000 ) in the aggregate .

§ 1.5.7 **Additional Insured Obligations.** The Certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability and umbrella or excess policies. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(List name, address, and other contact information.)*

Town Supervisor and Town Board  
**Town of Duanesburg**  
5853 Western Turnpike  
Duanesburg, NY 12056  
phone: (518) 895-8920

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

Init.

§ 2.3.1 The Owner shall have no obligation to furnish or pay for the services of other consultants unless those services are (1) reasonably required by the Scope of the Project; (2) not part of the Basic Services; (3) requested in writing by the Architect; and (4) approved in writing by the Owner.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, provided that nothing in this Agreement shall be construed so as to require the Owner to determine the technical adequacy, accuracy or sufficiency of the design or Architect's Services.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Owner acknowledges that the documents prepared by the Architect and the Architect's consultants for the Project are instruments of the Architect's and its consultants' professional service. Nevertheless, upon full payment of all sums due or anticipated to be due the Architect under this Agreement and upon performance of all the Owner's obligations under this Agreement, the latest documents prepared by the Architect or its consultants for the Project shall become the property of the Owner. This conveyance shall not deprive the Architect or its consultants of the right to retain electronic data or reproducible copies of the documents or the right to reuse information contained in them in the normal course of the Architect's or its consultants' professional activities. The Architect or its consultants shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents.

*(Paragraph deleted)*

§ 3.3 Reuse of Documents. The Owner shall not use or authorize any other person to use the documents and other instruments of service on other projects or for additions to this Project, without the Architect's written permission. The Owner may use and may authorize other persons to use the documents and other instruments of service to make renovations and repairs to the Project. Any reuse of documents and other instruments of service to complete, renovate, or repair this Project without the Architect's professional involvement will be without the certificate, seal, or other identification of the Architect or the Architect's consultants and will be at the Owner's sole risk and without liability to the Architect.

§ 3.3.1 To the extent that liability arises from any use of the Instruments of Service by the Owner or another architect or engineer, the Architect shall not be responsible for that use and further in the event misuse has occurred, the Owner shall indemnify and hold Architect harmless to the extent permitted by law, from all claims, causes of action, costs and expenses, including the cost of defense, related to the claims or causes of action asserted by third persons or entities to the extent that such arise from the Owner's or other architect's or other engineer's misuse.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the Architect or its Consultants for any other purpose without the express written permission of the Owner. Nothing herein shall prohibit the Architect's use of photographic imagery of the Project (excluding proprietary information) in Architect's marketing and promotional materials.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

Init.

## ARTICLE 4 CLAIMS AND DISPUTES

### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 Pending the resolution of any disputes, the Architect shall continue to perform its obligation pursuant to this Agreement.

### § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### § 4.3 Arbitration (NOT USED)

*(Paragraphs deleted)*

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

**ARTICLE 5 TERMINATION OR SUSPENSION**

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services provided such delay is not a result of the Architect's willful misconduct or negligence. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted and agreed upon by the parties in writing.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted, and agreed upon by the parties in writing.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

- .1 Termination Fee:  
The Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.
- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:  
The Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- 

*(Paragraphs deleted)*

Other:

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

Init.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Services shall be compensated for on an hourly basis at current corporate billing rates in effect at time of service, as set forth in accordance with C.T. Male Associates' current Schedule of Representative Charge Rates, not to exceed the stipulated lump sum amount of **Fourteen Thousand Nine Hundred Dollars (\$14,900.00)**, plus reimbursable expenses.

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

*(Paragraphs deleted)*

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.25 % per month

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 8.1 **Standard of Care** - The Owner agrees that in performing requested tasks, in accordance with this proposal or amendments thereto, the Architect will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event the Architect is required to sign a statement or certificate on behalf of the Owner, which differs from or exceeds the scope of services contracted for, the Owner hereby agrees to indemnify and hold the Architect harmless from any liability arising from or resulting from such statement or certificate.

§ 8.2 **Equal Employment Opportunity** - The Architect is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 Other Documents:

(Paragraphs deleted)

- Proposal for "Preliminary Design Phase Services - Addition & renovations to the Existing Town Hall Facility", dated June 8, 2021
- C.T. Male Associates' Schedule of Representative Charge Rates
- C.T. Male Associates' Schedule of Reimbursable Expenses

§ 9.2.2 The Architect acknowledges and agrees that the Project is to be funded through Coronavirus State and Local Fiscal Recovery Funds and is, therefore, subject to the provisions and requirements of the following documents, which are hereby incorporated herein by reference: :

- .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)

(Paragraphs deleted)

- .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271)"

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Nicholas M. Lobosco, R.A., Project Architect  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

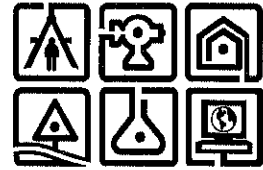
Init.

AIA Document B102™ - 2017. Copyright © 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 09:46:39 ET on 08/05/2021 under Order No.7294961154 which expires on 09/30/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1179206504)

# REIMBURSABLE EXPENSES



January - December 2021

1. **Travel:**
  - \* mileage and tolls (\$.56 per mile)
  - \* train
  - \* taxi, subway, bus
  - \* travel time
  - \* car rental, gas
  - \* airplane (coach fare)
  - \* parking
  - \* tips
2. **Meals and Lodging:** At cost.
3. **Photocopies:** \$ 0.14 each
  - \* color copies/photos
  - 8 ½x11 \$.75 each
  - 11x17 \$1.50 each
4. **Report Printing:** 10 copies or more (\$.07 per page), less than 10 copies (\$.14 per page)
  - \* specifications
  - \* 3-Ring binders for reports – at cost
  - \* bindings
5. **Printing:**
  - \* B&W: \$.35/per square foot
  - \* Color: \$.39/per square foot
  - \* Mylars: \$2.00/per square foot
6. **Scanning:**
  - \* \$0.14/per 8 ½ x 11
  - \* \$0.35/per square foot
7. **CD Burning:**
  - \* \$2.00/per CD
8. **Rental or purchased equipment:** Tools (e.g. scaffolding, special lighting, etc. for measuring and photographing existing building), at cost.
9. **Telephone charges:**
  - \* Long distance charges: At cost
  - \* Cellular telephone charges: \$ .25 per minute
10. **Fax charges:**
  - \* One page \$1.00 (minimum charge)
  - \* Two or more pages \$ .50 (per page up to \$10.00)
11. **Mail Deliveries:**
  - \* Certified mail \$3.55, not including first class postage
  - \* Return receipt \$2.85, not including first class postage
  - \* Insurance \$1.95/\$50 per piece mailed
  - \* Bulk mailings Large reports, etc., Client cost to mail, typically UPS ground
  - \* Courier service Client cost to courier/deliver
  - \* Overnight service Federal Express, UPS, etc., at cost to Client
12. **Consultant's Expenses:** With 10% mark-up



# C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

50 Century Hill Drive, Latham, NY 12110  
518.786.7400 FAX 518.786.7299 www.ctmale.com



June 8, 2021

Honorable Roger Tidball, Supervisor  
Town of Duanesburg  
5853 Western Turnpike, Duanesburg, NY 12056  
Via Email: [rtidball@duanesburg.net](mailto:rtidball@duanesburg.net)

**RE: *Proposal for Preliminary Design Phase Services  
Addition & Renovations to the Existing Town Hall Facility  
5853 Western Turnpike, Duanesburg, NY 12056***

Mr. Tidball:

C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to submit for your consideration, preliminary design services for renovations and building addition at the existing Town Hall in Duanesburg, NY. We understand that the Town is looking to relocate town court functions to the basement level and to re-evaluate/reorganize the other town office function within the first floor level. The intention would be to build a 1-story addition at the basement level (approximately 10-12 feet deep), along with other interior improvements including HVAC upgraded in order to address the Town's needs.

At this time, it is recommended that preliminary design services be provided prior to commencing a full construction document, bid and construction phase scope of work. The goals of the preliminary design will be to develop the concept building plans, scope of work and systems to an adequate point at which the town can then agree upon the scope of the project along with the estimated costs of construction. Once agreed upon, a final scope of work can be developed to progress the preliminary design to a construction document level adequate for Public Bidding, and eventual construction.

## **PROJECT UNDERSTANDING**

Based on C.T. Male's understanding of the Town's needs, the intended goals and elements for the facility will include the following:

1. Site Development: Limited impact. Assumption being the town will address any pavement or sidewalk improvements beyond 5 ft from the building perimeter, and the existing septic system, recently upgraded, is adequate.
2. Building Programming:
  - a. Address re-arrangement of interior programmatic spaces as it relates to the offices, courts and other functions of the facility.
  - b. New single story addition along the walkout basement level of the building.
    - i. Vestibule access
    - ii. Accessible unisex restroom
    - iii. New HVAC, electrical and plumbing systems as required. With an emphasis on improvements to ventilation within the facility.
    - iv. Revised office areas and secondary exit in accordance with town court needs.
  - c. Evaluation of existing HVAC and Electrical systems and considerations for upgrades and replacements based on age of existing systems and compliance with current Building, fire and life safety requirements.

# C.T. MALE ASSOCIATES

*Mr. Roger Tidball, Supervisor*

*June 8, 2021*

*Page - 2*

Under this proposal, services will include Preliminary Design Phase Services for the above referenced scope of work

## **BASIC SCOPE OF WORK**

C.T. Male proposes to provide Preliminary Design Phase services as follows:

- 1) Preliminary Site Layout - limited in nature and meant to conceptually understand separation requirements and location of paved areas and site utilities.
  - a) Site layout will rely on available information from google aerial imagery and other public access information.
  - b) Existing as-builts to be provided by the Town for the adjacent septic field improvements.
- 2) Preliminary Building Design - Includes spacial arrangement of spaces as well as:
  - a) Building layout, shape, size, height to accommodate programmatic goals
  - b) Code and related accessibility requirements
  - c) Size/proportion
  - d) Door & Window locations
  - e) Special facilities/equipment
  - f) Preliminary building plans
  - g) Preliminary building elevations, understanding of style, appearance and budget available for construction
  - h) Mechanical, Electrical, Plumbing & Fire Alarm system(s) will be evaluated at this time and an outline report of recommended improvements and system will be provided. Design and further engineering of system are not included at this time.
- 3) Order of Magnitude - Preliminary Opinion of Probable Cost: It should be noted that project costs provided as part of the Preliminary Opinion of Probable Cost are not exact and are intended only as a preliminary guide. Actual project cost(s) may vary. C.T. Male uses diligence in preparing the information contained herein. At the time of this proposal, COVID-19 continues to have significant impacts on pricing and schedule making preliminary budget cost estimates and schedule projections challenging, which can result in more uncertainty than traditionally experienced. The Preliminary Opinion of Probable Cost will generally include:
  - a) Construction Costs
  - b) Contractor Supervision
  - c) Work required by General/Supplementary Conditions
  - d) Contractor Overhead & profit
  - e) Architectural/Engineering Fees

C.T. Male will explore two (2) preliminary addition and interior programming layouts and assist with the selection of a final best option. C.T. Male Associates will conduct on-site progress meetings with the Client for the purposes of presenting preliminary concepts, coordinating design revisions, and assisting in the selection of a final best option. The number of on-site meetings will be limited to two (2). At the meetings, C.T. Male Associates will be represented by at least one registered design professional.

In addition to progress meetings, representatives from C.T. Male Associates will visit the site to gather information about existing site conditions as necessary to develop the schematic designs.

# C.T. MALE ASSOCIATES

*Mr. Roger Tidball, Supervisor*

*June 8, 2021*

*Page - 3*

Additionally, C.T. Male Associates will use available site mapping and boundary data available, along with supplemental onsite physical measurements, to further advance the schematic designs. Topographic survey, geotechnical investigations, and SEQRA review services are not included in the scope of this proposal; however, they can be provided for an additional scope and fee as part of a future phase, if deemed necessary.

At the completion of this Preliminary Design Phase, the Client will receive one hard-copy set and one electronic copy (PDF format) of the documents produced. Services provided are limited to Preliminary Design Phase Services as listed above and deliverables will consist of building plans, elevations and an outline specification identifying the scope of improvements proposed. At the completion of this phase, a better understanding of the scope of service needed to proceed will be developed and submitted to the Town for review and approval before performing additional work.

## ASSUMPTIONS AND EXCLUSIONS

- 1) This proposal assumes that C.T. Male Associates will have access to the site during our normal business hours.
- 2) Additional meetings beyond the quantity listed above.
- 3) Boundary and/or Topographic Survey
- 4) Additional designs, details, or cost estimates beyond those specifically listed above
- 5) Geotechnical and/or subsurface investigations, including percolation or infiltration tests
- 6) Out of scope issues include: Ecological Resources, Radon, Lead in Drinking Water, Cultural & Historic Resources, Wetlands, Regulatory Compliance, Industrial Hygiene, Health & Safety, Indoor Air Quality/Mold, Endangered Species, Asbestos, Lead Based Paint. If requested these services may be performed upon written approval as an additional service.
- 7) Bid or construction phase services
- 8) Construction plans, drawings and/or specifications.
- 9) Any other services not specifically identified in the Scope of Services.

## COMPENSATION

Preliminary Design Phase Services shall be compensated for the stipulated lump sum amount of **Fourteen Thousand Nine Hundred Dollars (\$14,900.00)**, plus reimbursable expenses.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by C.T. Male and C.T. Male's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Fees paid for securing approval of authorities having jurisdiction over the Project;
3. Printing, reproductions, plots, standard form documents;
4. Postage, handling and delivery;
5. Renderings/ models, professional photography, & presentation materials requested by the Town;
6. All taxes levied on professional services and on reimbursable expenses;
7. Site office expenses; and
8. Other similar Project-related expenditures.

## C.T. MALE ASSOCIATES

*Mr. Roger Tidball, Supervisor*

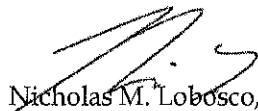
*June 8, 2021*

*Page - 4*

I thank you for your consideration of C.T. Male to support you in this endeavor. As the project lead, I am prepared to attend the next board meeting to discuss C.T. Male's proposed approach and a timeframe for performing our services. Should you have any questions regarding this proposal or our approach to the Project, please feel free to contact me directly at (518) 786-7469, or by email at [n.lobosco@ctmale.com](mailto:n.lobosco@ctmale.com).

Sincerely,

C.T. MALE ASSOCIATES



Nicholas M. Lobosco, R.A.

Project Architect/ Project Manager

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

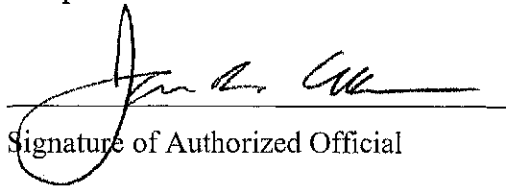
Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Jim Edwards, P.E., VP Risk Management

8/5/2021

Recipient

Date

  
Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**Town of Duanesburg Town Board**

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

**November 17, 2021**

**WHEREAS**, the Town of Duanesburg (the “Town”) received funding from the federal government under the American Rescue Plan Act of 2021 and from Schenectady County for broadband expansion (the “Broadband Funds”); and

**WHEREAS**, the Town desires to retain Spectrum Northeast, LLC, by its manager, Charter Communications, Inc. to implement a broadband buildout and expansion project using the Broadband Funds; and

**WHEREAS**, the Town has reviewed the attached proposed “Broadband Infrastructure Grant Agreement;” and

**WHEREAS**, the Town has determined that this is a Type II action under the New York State Environmental Review Act (“SEQRA”) per 6 NYCRR 617.5(c)(7).

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves and authorizes the Town Supervisor to sign the attached “Broadband Infrastructure Grant Agreement.”

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of November 17, 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



## BROADBAND INFRASTRUCTURE GRANT AGREEMENT

This Broadband Infrastructure Grant Agreement (this "Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_ 2021 (the "Effective Date") by and between the Town of Duanesburg, New York (hereinafter referred to as the "Grantor") and Spectrum Northeast, LLC by its manager, Charter Communications, Inc. (hereinafter referred to as "Grantee").

WHEREAS, the Grantor asserts that it has the requisite funding and authority to enter into and carry out its obligations under this Agreement with Grantee; and

WHEREAS, Grantor has determined that the broadband infrastructure buildout project described in the Scope of Work provided in **Exhibit A** of this Agreement (the "Broadband Project") is an authorized use of payments from the Grantor's funding sources under applicable state and federal laws.

- 1) **PURPOSE.** The purpose of this Agreement is to implement the Broadband Project described in the Scope of Work at **Exhibit A**.
- 2) **FUNDING.** The Grantor agrees it will remit a total payment of \$75,000.00 to Grantee to fund the Broadband Project, subject to the payment schedule, terms and conditions set forth in this Agreement, and terms and conditions provided in **Exhibit A**. Grantor represents that provided the Broadband Project is carried out and completed as the parties intend, the Broadband Project falls within an appropriate use of state or federal funding (as may be applicable) and bears any and all risks associated with that determination. The Grantee shall use the grant funds for the sole purpose of implementing the Broadband Project. Grantor shall be entitled to an accounting and/or audit of all invoices, disbursements and payments associated with the grant funds. Grantee shall cooperate with any accounting or auditing firm selected by the Grantor and promptly provide all records and information requested by such firm on behalf of the Grantor.
- 3) **PROJECT DURATION.** Grantee shall commence performance of this Agreement as soon as practicable and, subject to the terms and conditions set forth herein, Grantee shall complete the Broadband Project no later than one (1) year from the last approved pole permit related to the Broadband Project, subject to Excusable Delay (as defined below). Excusable Delay means a delay to the construction of the Broadband Project that materially affects completion and is directly caused by (1) make-ready work that is not received by Spectrum within 45 days of Spectrum's submission of a completed application for utility pole attachments; or (2) any delay in receiving governmental, regulatory and third party permits, licenses and approvals, despite Spectrum's good faith efforts to secure timely approvals, or (3) pursuant to Section 9.
- 4) **OWNERSHIP OF PROJECT INFRASTRUCTURE AND PRICING.** Grantee shall retain all ownership interests and rights in the network, materials, equipment, supplies and facilities constructed and deployed in connection with the Scope of Work. Grantee reserves the right to modify the terms and conditions, data usage, speeds and pricing for any of Grantee's services.
- 5) **NOTICE OF VIOLATION OR DEFAULT.** In the event the Grantor believes that the Grantee has not complied with the material terms of the Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Grantor's written notice: (A) to respond to the Grantor, contesting the assertion of noncompliance or default; or (B) to cure such default; provided, however, that if such default is not susceptible of cure, given commercially reasonable diligence on the part of Grantee, within such forty-five (45) day period and Grantee during such forty-five (45) day period commences curing such default and continues with diligence and continuity to cure such default, Grantee shall have such additional time, as shall be reasonable under the circumstances, within which to cure such default.

6) INSURANCE AND INDEMNIFICATION. Grantee shall maintain throughout the Broadband Project a policy(ies) of general and contractual liability insurance in the amount of at least Two Million Dollars (\$2,000,000) to cover its performance of the Scope of Work and its responsibilities under this Agreement, and shall name the Grantor as an additional insured on said policy(ies). Grantee shall provide Grantor a certificate of insurance evidencing such insurance prior to the commencement of this Agreement.

Unless prohibited under applicable law, the Grantee agrees to defend, indemnify and hold Grantor, and Grantor's affiliates, officers, directors, agents and employees, harmless from and against any and all claims, losses, damages and liabilities (including, but not limited to, reasonable attorneys' fees and court costs) on account of any claim by a third party for bodily injury or property damage against the Grantor to the extent caused by the negligent act or omission, or willful misconduct of, or breach of this Agreement by, the Grantee or the Grantee's employees, contractors, subcontractors or agents, in connection with the performance of their respective obligations under this Agreement.

7) ENTIRE AGREEMENT. This Agreement, and any attachments hereto, embodies the entire understanding and agreement of the Grantor and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

8) COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. In its operations under this Agreement, Grantor and Grantee shall comply with all applicable tribal, state and federal laws. In carrying out the Broadband Project, the Grantee shall at all times be in compliance with all legal requirements of any applicable governmental authority and applicable federal state and local environmental laws. The Grantee shall cooperate with the Grantor in promptly completing and submitting all documents and records required by the New York State Comptroller, the NYS Authority Budget Office, or other authorized representative of the State of New York or federal government and to otherwise comply with all orders, administrative rules, regulations, and procedures of the Grantor the proper administration of the Broadband Project.

9) FORCE MAJEURE. Neither Grantor or Grantee shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God

or of a public enemy, fires, floods, epidemics, quarantine restrictions, pandemics, strikes, freight embargoes, or unusually severe weather.

10) LIMITATION OF LIABILITY. SUBJECT TO THE FOLLOWING SENTENCE, NEITHER GRANTEE NOR GRANTOR SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT APPLY TO, AND SHALL NOT LIMIT: (a) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, OR (b) DAMAGES ATTRIBUTABLE TO CRIMINAL MISCONDUCT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY.

11) NO THIRD-PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Parties only and nothing contained herein will be deemed to give any third party any intended or incidental claim or right of action that does not otherwise exist without regard to this Agreement, against either Party.

12) GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the rules of conflict of laws thereof. The Parties agree that any dispute involving this Agreement shall be heard only in the Supreme Court of Schenectady County in the State of New York or the Federal District Court for the Northern District of New York.

13) CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS. Grantee acknowledges and agrees that the Broadband Project is to be funded through Coronavirus State and Local Fiscal Recovery Funds and is, therefore, subject to the provisions and requirements of the following documents, which are hereby incorporated herein by reference and attached hereto as **Exhibit C**:

- .1 U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (OMB Approved 1505-0271)
- .2 Assurances Of Compliance With Civil Rights Requirements (OMB Approved 1505-0271).

14) NOTICE. Any notice required under this Agreement shall be provided via US Mail and Email to the following addresses:

GRANTEE:

Charter Communications  
Attn: Kevin Egan  
20 Century Hill Drive

Latham, NY 12110  
Kevin.Egan@Charter.com

GRANTOR:

Attn.:

Town of Duaneburg  
5853 Western Turnpike  
Duaneburg, NY 12056

- 15) SEVERABILITY. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.
- 16) MODIFICATION. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Grantor and the Grantee, which amendment shall be authorized on behalf of the Grantor through the adoption of an appropriate resolution or order by the Grantor, as required by applicable law.
- 17) TERMINATION. Grantor may terminate this Agreement for material breach by Grantee that Grantee fails to cure within thirty (30) days of receipt of notice of such breach from the Grantor. Grantee may terminate this Agreement for material breach by Grantor upon thirty (30) days written notice to Grantor. Upon termination, Grantee shall remit the pro rata amount of funding for the portion of the Project area not yet built to Grantor through the date of Termination.
- 18) NO WAIVER OF RIGHTS. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantor or Grantee may have under federal or state law unless such waiver is expressly stated herein.
- 19) SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and permitted assigns. The Grantee may not transfer or assign any of its rights or interests hereunder without the prior written consent of the Grantor.
- 20) FUNDING CONTINGENCY PROVISION. The Grantor's obligations under this Agreement are contingent upon the allocated funding being available for the term of the Agreement and the Grantee shall have no right of action against the Grantor in the event that the Grantor is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of allocated funding sources of the Grantor. If the funds allocated to the Broadband Project become unavailable to the Grantor during the term of this Agreement for any reason, the Grantor may, in its sole discretion, suspend its obligations under this Agreement until such funding becomes available, or terminate this Agreement.

WOH REVISIONS  
10.27.21

[Signature Page Follows]

IN WITNESS WHEREOF, this Broadband Infrastructure Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Grantor: Town of Duanesburg, New York

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For Grantee: Spectrum Northeast, LLC By its Manager: Charter Communications, Inc.,

By: \_\_\_\_\_

Name: Noel Dempsey

Title: RVP, Field Operations

Date: \_\_\_\_\_

**Spectrum Northeast, LLC**  
**By Charter Communications, Inc. its Manager**

**Exhibit A**  
**Scope of Work**

The following project description will define the scope of work to be completed in accordance with the Agreement. Grantee will install a broadband network capable of providing at least 100/100 Mbps speeds to the following Project Area:

Project area – Suits Road and Alexander Road  
Address Range – 1253 - 1597 Suits Road  
482 – 1320 Alexander Road

**FUNDING:**

Grantor shall be obligated to pay a total of \$75,000.00 per the schedule in **Exhibit B**. Grantee shall not be obligated to construct and install the Broadband Project within the Project Area until it receives payment.

The Parties acknowledge that this Scope of Work and Grantee's cost estimates are preliminary in nature, and are subject to revision based on archeological findings or other factors identified during final engineering, including but not limited to changes in route or construction materials or techniques, and/or changes to the Scope of Work mutually agreed upon by the Parties or necessitated by circumstances causing Excusable Delay. The Parties further agree to promptly meet and discuss in good faith appropriate modifications to this Scope of Work upon the request of either Party.

**Spectrum Northeast, LLC**  
**By Charter Communications, Inc. its Manager**

**Exhibit B**  
**Payment Schedule**

<b>DUANESBURG, NEW YORK PAYMENT SCHEDULE</b>		
<b>Milestone</b>	<b>Percentage (%)</b>	<b>Amount</b>
Contract Execution	50%	\$37,500.00
Activation of final area of Project	50%	\$37,500.00
<b>Total Grantor Payment</b>	<b>100%</b>	<b>\$75,000.00</b>



**Exhibit C**

**U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms  
And Conditions (OMB Approved 1505-0271)**

**Assurances Of Compliance With Civil Rights Requirements (OMB Approved  
1505-0271)**

**[See attached]**

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Jim Edwards, P.E.

Authorized Representative:

Title: VP Risk Management

Date signed: 8/5/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other



agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.


Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Jim Edwards, P.E., VP Risk Management

8/5/2021

Recipient

Date

  
Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.