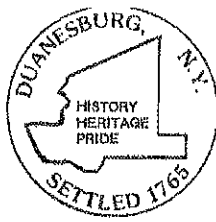


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk



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

5853 Western Turnpike
Duanesburg, New York 12056

Town of Duanesburg

Schenectady County

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

Thursday, October 27, 2022

Town of Duanesburg is inviting you to a scheduled Zoom meeting.
Topic: Town of Duanesburg's Town Board Meeting
Time: 7:00 p.m.

Join Zoom Meeting

Meeting ID: 876 4871 2409

Passcode: 925936

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

Meeting ID: 876 4871 2409

Passcode: 925936

Town Board Meeting Agenda

Meeting Time: 7:00PM

Call to order
Pledge of Allegiance

Public Hearing: Proposed Local Law No. 4 of 2022 entitled "Tax Cap Override for FY 2023." The proposed local law will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law § 3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2023 that requires a tax levy in excess of the tax levy limit.

Public Hearing: For the purpose of hearing all persons interested in the Preliminary Budget for 2023, and that any person may be heard in favor or against the items therein contained.

Approval of minutes for: Town Board Meeting on Thursday October 13, 2022

Payment of Claims

Committee Reports

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

Business Meeting:

1. **Motion to adopt Local Law No. 4 of 2022 entitled “Tax Cap Override for FY 2023”.**
2. **Motion to authorize the Town Supervisor to sign the agreement for the new playground at Van Patten Mill Park.**
3. **Motion to authorize the Town Supervisor to sign the Amendment to the Agreement made with Schenectady County with respect to Improvements at the Town of Duanesburg Van Patten Mill Park.**

Privilege of the Floor:

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

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, October 27, 2022** at **7:00 p.m.** for the purpose of hearing all persons interested in the adoption of Local Law No. 4 of 2022.

The Proposed Local Law No. 4 of 2022 is entitled “Tax Cap Override for FY 2023.” The proposed local law will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law § 3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2023 that requires a tax levy in excess of the tax levy limit. A copy of the proposed local law is on file at the office of the Town of Duanesburg Town Clerk, 5853 Western Turnpike, Duanesburg, New York, 12056.

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: October 13, 2022

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING
TOWN BOARD
TOWN OF DUANESBURG**

PLEASE TAKE NOTICE, that the Town Board of the Town of Duanesburg, New York, will meet at the Town Offices of Duanesburg, 5853 Western Turnpike, on **Thursday, October 27, 2022** at **7:00 p.m.** for the purpose of hearing all persons interested in the Preliminary Budget for 2023, and that any person may be heard in favor or against the items therein contained.

The Preliminary Budget for the Town of Duanesburg for the fiscal year beginning January 1, 2023 has been filed in the office of the Town Clerk, Town Hall, 5853 Western Turnpike, Duanesburg, New York, where it is available for inspection during regular office hours.

Pursuant to Section 108 of the Town Law, the proposed salaries of Town Officers are hereby specified as follows:

Town Supervisor: \$21,140
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Council-Member: \$7,025
Town Clerk: \$48,825
Highway Superintendent: \$61,505
Town Justice: \$16,316
Town Justice: \$16,316

BY ORDER OF THE TOWN BOARD
TOWN OF DUANESBURG

Dated: October 13, 2022

TOWN OF DUANESBURG
CASH REQUIREMENTS PER FUND
10/27/2022

Fund		Amount
General Fund		\$ 77,494.25
Highway Fund		\$ 25,355.65
Sewer District #1		\$ 11,132.24
Sewer District #2		\$ 13,085.86
Sewer District #3		\$ 3,196.91
	Total	\$ 130,264.91

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION NO. -2022

October 27, 2022

Adopting Local Law No. 4 of 2022

WHEREAS, Local Law No. 4 of 2022 entitled "Tax Cap Override for FY 2023" (the "Proposed Local Law") will allow the Town of Duanesburg to override the limit on the amount of real property taxes that may be levied, pursuant to General Municipal Law §3-C, and allow the Town of Duanesburg to adopt a town budget for fiscal year 2023 that requires a tax levy in excess of the tax levy limit; and

WHEREAS, the proposed local law was introduced at the meeting of October 13, 2022 of the Town Board and each member of the Town Board received the Proposed Local Law; and

WHEREAS, a public hearing was duly noticed and held on October 27, 2022.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby adopts Local Law No. 4 of 2022 and directs that the local law be filed in the Town Clerk's office and with the New York State Secretary of State's Office.

Motion made by _____

Motion seconded by _____

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Council Members:

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

TOWN OF DUANESBURG LOCAL LAW NO. OF 2022

TAX CAP OVERRIDE FOR FY 2023

BE IT ENACTED by the Town Board of the Town of Duanesburg in the County of Schenectady as follows:

Section 1. Title of the Local Law.

This local law shall be entitled "Tax Cap Override for FY 2023."

Section 2. Authorization.

This local law is adopted pursuant to subdivision 5 of the General Municipal Law § 3-C, which expressly authorizes the town board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

Section 3. Purpose.

The purpose of this local law is to permit the override of the limit on the amount of real property taxes that may be levied by the Town of Duanesburg, County of Schenectady, pursuant to General Municipal Law § 3-C, and to allow the Town of Duanesburg to adopt a town budget for the fiscal year 2023 ("FY 2023") that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law § 3-C.

Section 4. Tax Cap Override for FY 2023

The Town Board of the Town of Duanesburg, County of Schenectady, is hereby authorized to adopt a budget for FY 2023 that requires a real property tax levy in excess of the amount otherwise proscribed in General Municipal Law § 3-C.

Section 5 Supersession.

Pursuant to the powers granted by the Municipal Home Rule, this Local Law supersedes all provisions of the Town of Duanesburg Town Code, in so far as such statutes are inconsistent with this Local Law and any other laws or regulations of the Town of Duanesburg are superseded to the extent necessary to give this Local Law full force and effect. All other provisions shall remain the same.

Section 6. Severability.

Each separate provision of this Local Law shall be deemed independent of all other provisions therein, and if any provisions shall be deemed or declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 7. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State in accordance with Municipal Home Rule Law § 27.

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2022

October 27, 2022

WHEREAS, the Town Board, with the advice of the Parks and Recreation Committee, has determined to install a playground at the Van Patten Mill Town of Duanesburg Park on Depot Road;

WHEREAS, the Town Clerk working with the Parks and Recreation Committee has thoroughly investigated available playground equipment and installation options and carefully considered the cost, warranty and design of such playgrounds and has requested the Town Board to authorize the Town Supervisor to enter into an agreement with BYO Recreation, A Playcore Company and National Playground Construction, a division of BYO Recreation, to obtain and install the Treasure Hunt Model 56534-PP-QS playground equipment in the amount of \$34,779.00 (see Proposal attached as Exhibit A) and has ensured that such an agreement is in accordance with the Town of Duanesburg Procurement policy;

WHEREAS, the Town Board has determined that funds provided by Schenectady County for this purpose will be used and to the extent that additional funds are required they shall come from the Parks and Recreation line of the budget, or, if necessary, from ARPA funds;

WHEREAS, this is a type II action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Duanesburg Town Supervisor is authorized to enter into the agreement attached hereto as Exhibit B.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Date

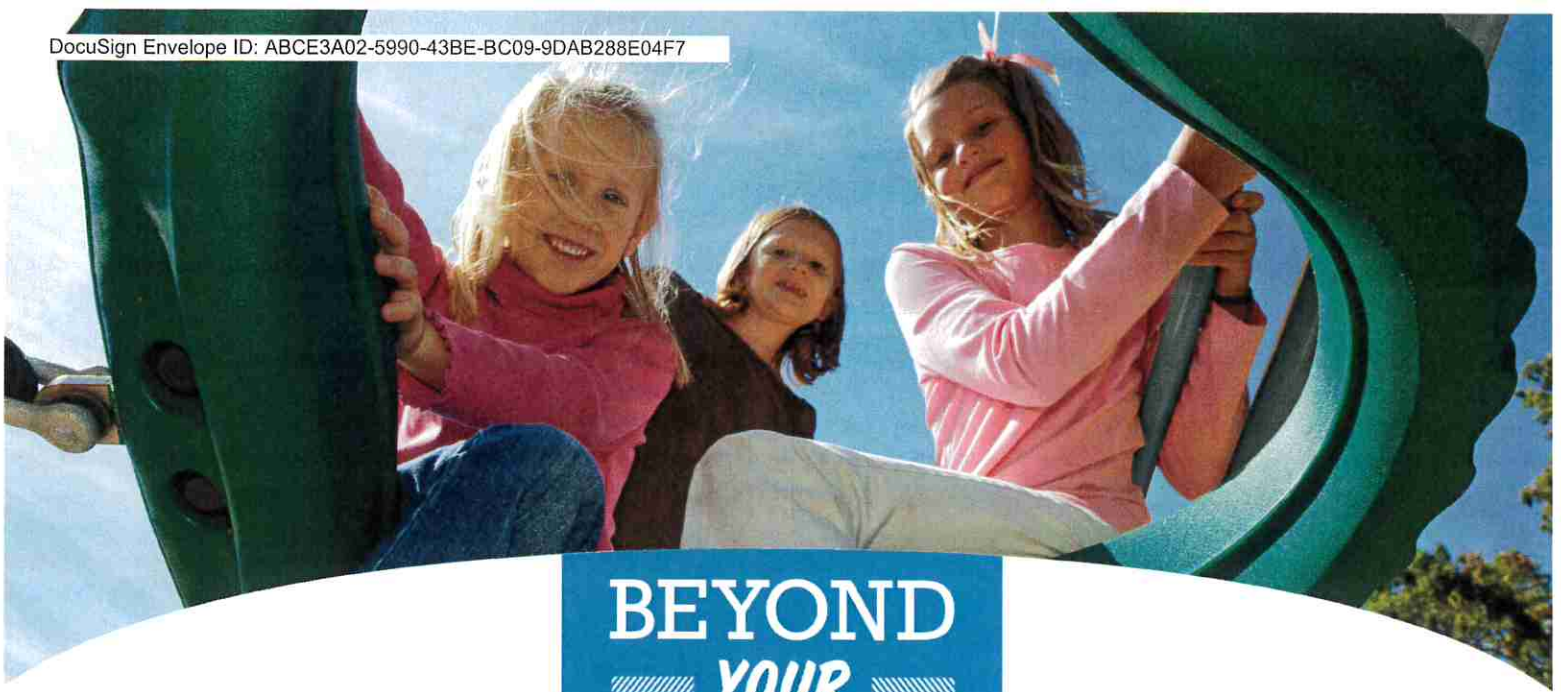
Date

Present:

Absent:



Town Board Members:

William Wenzel	Yea	Nay	Abstain
John Ganther Jr.	Yea	Nay	Abstain
Francis R. Potter	Yea	Nay	Abstain
Dianne Grant	Yea	Nay	Abstain
Andrew Lucks	Yea	Nay	Abstain



**BEYOND
YOUR
ORDINARY**

Town of Duaneburg
Treasure Hunt

	Item	Price
	Playground Equipment	\$ 24,494.00
	Playground Installation	\$ 10,285.00
	TURNKEY TOTAL	\$ 34,779.00

Contact



Beyond
Your
Ordinary

PROPOSAL #: 107189

ACCOUNT:
TOWN OF DUANESBURG

DATE CREATED:
10/05/2022

ACCOUNT REP:
Alicia Oktar

PREPARED FOR:

PRIMARY CONTACT:
Jennifer Howe

EMAIL:
jhowe@duanesburg.net

PHONE NUMBER:
+15188958920


ORGANIZATION:
Town of Duanesburg

BILLING & SHIPPING:




BILLING ADDRESS:
Town of Duanesburg
Park Road
Duanesburg, NY 12056

SHIPPING ADDRESS:
Town of Duanesburg
Park Road
Duanesburg, NY 12056



Qty	Product	Price	Discount	Total
1	 <p>TREASURE HUNT - QUICK SHIP Model: 5654-PP-QS Treasure Hunt helps build strength, endurance, and promotes sensory and dramatic play.</p> <p>Sliding Activities (2): Double Super Sonic Slide Super Sonic Slide</p> <p>Climbing Activities (3): Horizontal Ladder Surge Plus Climber Wiggle Wave Climber</p> <p>Sensory & Dramatic Play (3): Whistle Bubble Panel Bongos</p> <p>Treasure Hunt features: - Commercial grade components specifically engineered to resist corrosion, fading and mildew. - Designed in compliance with public playground safety standards (ASTM & CPSC). - Meets ADA guidelines and allow inclusive play for all children.</p>	\$44,485.00	\$22,242.00	\$22,243.00

- Available As Shown - Peacock Color Palette

33		<p>PLAYGROUND BORDER WITH SURFACING GUIDE Model: APS-2003 Playground Border with Surfacing Guide - 4ft x 12in - Black These plastic landscape timbers surround your playground area with a no-maintenance alternative to wood and help keep playground surfacing in place. They feature a newer, more symmetrical design on the front and a surfacing guide on the middle of the back. The guides mark at 1" - 7" on the 8" borders and at 1" - 11" on the 12" borders, which allows you to easily inspect your surfacing depth and ensure adequate surfacing. Made from 100% plastic. Includes spike.</p>	\$47.00	\$0.00	\$1,551.00
1		<p>ADA / WHEELCHAIR ACCESSIBLE HALF RAMP Model: APS-2005 ADA / Wheelchair Accessible Half Ramp</p>	\$700.00	\$0.00	\$700.00
1		<p>FREE SHIPPING PROMOTION Model: FREESHIPPING ALL ADDITIONAL DISCOUNTS AND FREE SHIPPING VALID ONLY THROUGH 10/26/22</p>	\$0.00	\$0.00	\$0.00
SAVINGS OF \$1200.00					

I Accept!
Let's Go



Have questions about this quote?
 Call **800-853-5316** or visit BYOPLAYGROUND.COM

Sub Total: \$24,494.00
Sales Tax: \$0.00
Shipping: \$0.00
Total: \$24,494.00

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:

Thank you for the opportunity to quote your playground project. We accept Visa, Mastercard, Discover, personal & business checks and purchase orders from government entities. All items must be paid for in advance of order unless prior arrangements are approved. Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. By signing below you agree to the terms and conditions found here:

<https://www.byoplayground.com/byo-terms-and-conditions>


Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____

**PROPOSAL #: 107195****ACCOUNT:**
TOWN OF DUANESBURG**DATE CREATED:**
10/11/2022**ACCOUNT REP:**
Alicia Oktar**PREPARED FOR:****PRIMARY CONTACT:**
Jennifer Howe**EMAIL:**
jhowe@duanesburg.net**PHONE NUMBER:**
+15188958920**ORGANIZATION:**
Town of Duanesburg**BILLING & SHIPPING:****BILLING ADDRESS:**
Town of Duanesburg
Park Road
Duanesburg, NY 12056**SHIPPING ADDRESS:**
Town of Duanesburg
Park Road
Duanesburg, NY 12056**COMMENTS & DETAILS:**

Price quoted for delivery coordination and installation. NPC shall not be responsible for removing existing trees, limbs, roots etc. Unless otherwise noted price excludes: sitework, site security, core drilling or cutting concrete or asphalt, permits, lift gates, impact fees, debris/trash removal, and prevailing wages. Site must be clear, level and accessible at time of installation. The customer is responsible for marking all Private underground utilities, NPC will call for Public Utility Locate.

Qty	Product	Price	Total
1	 PROFESSIONAL CERTIFIED INSTALLATION Model: Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large equipment at the delivery address listed on this proposal/purchase order.	\$10,285.00	\$10,285.00

Installation for BYO Quote #107189

This installation quote covers the following items:

- Treasure Hunt - Quick Ship (5654-PP-QS)
- Wood Playground Mulch (BYO-510Z)
- Playground Border with Surfacing Guide (APS-2003)
- ADA / Wheelchair Accessible Half Ramp (APS-2005)
- Duraliner (duraliner)
- FREE SHIPPING PROMOTION (FREESHIPPING)

I Accept!
Let's Go



Have questions about this quote?
Call **800-853-5316** or visit BYOPLAYGROUND.COM

Sub Total: \$10,285.00**Sales Tax:** \$0.00**Shipping:** \$0.00**Total:** \$10,285.00**I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER:**

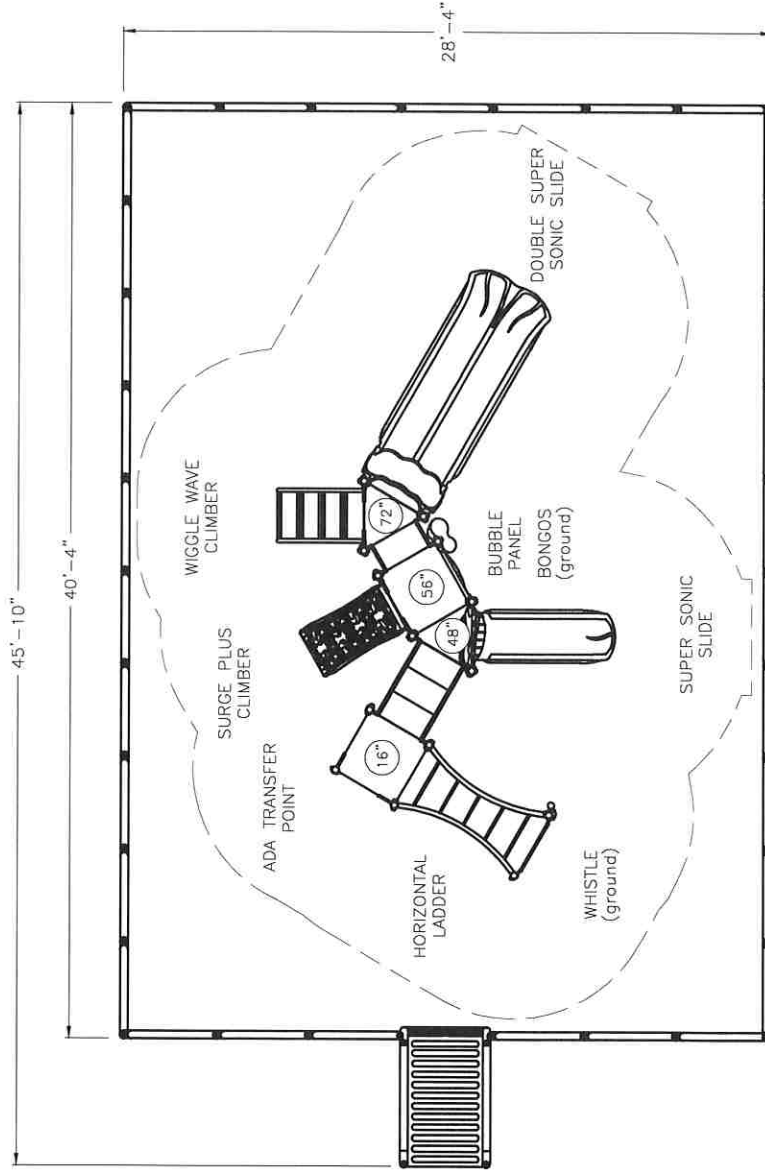
Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, a 50% deposit for NPC is due upon ordering. Balance is due Net 15 upon substantial completion. By signing below you agree to the terms and conditions found here:

<https://www.npcinstall.com/npc-terms-and-conditions>

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

Authorized Purchaser: _____

Date: _____



Treasure Hunt

Structure 5654-PP

Equipment Age Range: 5-12
 Critical Fall Height: 72"
 User Capacity: 30-35
 Total Play Components: 8
 Total Accessible Components: 7

The above layout:

<input checked="" type="checkbox"/>	COMPLIES TO ASTM
<input checked="" type="checkbox"/>	COMPLIES TO CPSC
<input checked="" type="checkbox"/>	COMPLIES TO ADA

Space Required: 28'-4" x 45'-10"
 Surfacing Area: 1,097 s.f.
 Surfacing Material: EWF
 Surfacing Depth Required: 12"
 Border Info: 33 & 1 ADA Ramp

Signature: _____

Drawn By: S. Nance
 Date: 1/23/2019
 Revision:
 Scale: 1/8" = 1'-0"
 Drawing scaling possible only when in 8.5" x 11" format





Treasure Hunt - Peacock Colors
Structure 5654-PP

Signature: _____

Note: Colors above are for representational purposes only. Actual colors may vary slightly.

Posts: Spring Green • Decks, Super Sonic Slide, Bongos: Blue • Metals: Sky Blue • Bubble Panel, Surge Climber, Double Super Sonic Slide: Beige





Treasure Hunt - Peacock Colors
Structure 5654-PP

Signature: _____

Note: Colors above are for representational purposes only. Actual colors may vary slightly.

Posts: Spring Green • Decks, Super Sonic Slide, Bongos: Blue • Metals: Sky Blue • Bubble Panel, Surge Climber, Double Super Sonic Slide: Beige





BYO Recreation Warranties

Quality Equipment for Limitless Fun - Guaranteed!



BYO Recreation provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, BYO Recreation offers:

Limited Lifetime Warranty*

- Posts, clamps, & postcaps
- All hardware

15-Year Limited Warranty

- Rotationally Molded products
- Metal decks, pipes, rings, rails, & loops

10-Year Limited Warranty

- Redwood & pressure treated wood
- Site furnishings
- Health Trail Systems
- Shade fabric

5-Year Warranty

- Swing seats
- Nylon-covered cable net climbers & components
- HDPE panels

3-Year Warranty

- "C" Springs for spring bouncers

1-Year Warranty

- On all other BYO Recreation products including moving parts
- Spring bouncer springs
- HDPE components
- Equipment installations

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with BYO Recreation instructions and use approved parts.

At BYO Recreation, we stand behind our product and are committed to the highest level of customer satisfaction.

**For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship*



NATIONAL
PLAYGROUND
CONSTRUCTION

National Playground Construction Warranty

National Playground Construction (NPC) pledges to its customers that all material, workmanship and/or building improvements provided in the course of installation and/or building project will be free of defects, of a specified quality and perform properly for a period of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever occurs first.

NPC will assign and deliver to owner all guarantees, warranties and quality instructions of all subcontractors, equipment manufacturers and material suppliers that are applicable to the project.

Within 10 days of the first knowledge of any defect, or failure to operate properly, NPC is to be notified, in writing by owner or his/ her agents. NPC shall be given first opportunity to promptly repair, replace and/ or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or repairs made/attempted by others.

What is not covered in this warranty: Under no circumstances shall NPC be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damage of any nature arising out of the use or inability to use because of the construction defect. NPC is not liable for repair conditions caused by chemical or sedimentary build up, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightening, mud, earthquake, soil movement, soil sediment, storms, accidents, pest damage, vandalism, arson or acts of God.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made as of the ____ day of _____ in the year of 2022.

BETWEEN the Owner: Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

And the Contractor: Beyond Your Ordinary Playground
405 Golfway West Drive
Suite 101
St. Augustine, Florida 32095

The Project is: Treasure Hunt Playground Purchase and Installation

The Project Site is: Van Patten Mill Town of Duanesburg Park

The Owner and Contractor agree as set forth below:

1. General

1.1. The "Contract Documents" shall consist of this Construction Agreement (the "Agreement") and the Contractor's proposal number 107189 to Owner dated October 5, 2022, annexed hereto as Exhibit A (the "Contractor's Proposal").

1.2. The "Work" shall consist of all labor, equipment and services required by the Contract Documents, or as reasonably inferable from any or all of the Contract Documents. The Work shall be for the whole of the Project as described in the Contract Documents.

1.3. In accordance with the Contract Documents, the Contractor shall complete the Work on or about _____ (the "Contract Time").

1.4. The Work performed by Contractor, and any subcontractor, shall comply in all respects with applicable federal, state, county and local regulations, laws and codes.

1.5. Substitution of items will not be permitted unless specifically approved in writing in advance by the Owner.

2. Contractor

2.1. The Contractor shall be solely responsible for the Work. The Contractor shall have complete control over methods, techniques and procedures and shall supervise the Work with its best skill and attention.

2.2. The Contractor shall pay for and obtain for all labor, equipment, materials and services required to complete the Work as described in this Agreement as well as all permits and other governmental fees, licenses and inspections necessary for the proper completion of the Work. The Owner assumes no responsibility for any expenses due to "overtime."

2.3. The Contractor warrants to the Owner that all materials and equipment required to complete the Work will be of good quality and new, unless otherwise specified in the Contract Documents.

2.4. The Contractor shall keep the Project Site and surrounding areas free from waste materials and rubbish which results from the Work.

2.5. The Contractor shall be held solely responsible for all damages resulting from its, or its subcontractors, errors, willful misconduct, omissions or negligence in the performance of the Work.

2.6. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the Owner, its members, directors, officers, agents and employees harmless from and against any and all claims, damages, loss, liability or expense of any kind, including, without limitation, attorney's fees, which are in any way connected with the Project and/or the Work, to

the extent such arises or results from any negligent act, omission, willful misconduct, breach of statutory or regulatory duty or obligation on the part of the Contractor or any other persons.

3. Subcontractors

3.1. The Contractor shall select any necessary subcontractors, except that it shall not use subcontractors to whom the Owner has a reasonable objection.

4. Changes

4.1. Changes, modifications, additions and/or deletions to the Work under this Agreement will only be made by written order signed by the Owner and the Contractor ("Change Order"). The Contract Time and the Contract Sum will be adjusted accordingly, by mutual agreement of the Owner and the Contractor.

5. Warranties

5.1. The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work, and the Contractor further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties.

6. Payments

6.1. Owner shall pay the Contractor and the latter shall accept as full and complete payment for the performance of this Agreement, the amount set forth in the Contractor's Proposal (the "Contract Sum") which sum is the amount of the contract consideration.

7. Liens

7.1. Contractor warrants that the Work shall be free and clear of liens, claims, security interest or encumbrances. Contractor further expressly undertakes to defend the Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Owner as a result of liens filed against the Work, the site of any of the Work, the Project Site, or any portion of the property of the Owner. Contractor agrees to indemnify and hold the Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

8. Insurance

8.1. The Contractor shall furnish Owner with the following certificates of insurance in the amounts indicated or other amounts as required by law, whichever is greater:

8.1a Worker's Compensation Insurance: A policy complying with the requirements of the laws of the State of New York.

8.1b NYS Disability Insurance: A policy complying with requirements of the laws of the State of New York.

8.1c Comprehensive General Liability and Property Damage Insurance: A standard comprehensive general liability insurance policy, with contractual and completed operations coverage, issued to and covering the liability of the Contractor for all work and operations under this Contract and all obligations assumed by the Contractor under this Contract. The coverage under such policy shall not be less than the following limits:

Bodily Injury and Property Damage Liability
\$1,000,000 Each Occurrence
\$2,000,00 Aggregate

8.1d Automobile Liability and Property Damage Insurance: A policy covering the use in connection with the work covered by the contract documents of all owned, non-owner and hired vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. The coverage under such policy shall not be less than the following:

Bodily Injury and Property Damage Liability
\$1,000,000 Combined single limit each occurrence

8.2. The Contractor shall procure and maintain, at its own cost and expense, until final acceptance by Owner of all the Work, the above insurance policies.

8.3. The insurance policies and certificates must list the Owner as an additional insured.

9. Work Safety

9.1. The Contractor is solely responsible for establishing, supervising and maintaining all safety precautions in connection with the Work.

9.2. The Contractor shall comply with all federal, state and local laws and regulations applicable to the safety of persons and property and their protection from damage, injury or loss.

9.3. The Contractor shall promptly report by telephone and in writing to the Owner all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and observations of any witness.

10. Correction of Deficiencies

10.1. The Contractor shall promptly correct any deficiencies in the Work, any Work not in accordance with the Contract Documents and/or any Work rejected by Owner. Deficiencies shall be corrected at no additional charge to Owner.

11. Jurisdiction

11.1. This agreement shall be governed by the laws of the State of New York. Any dispute arising out of this Agreement or the Contract Documents shall be venued in the Supreme Court, Schenectady County.

12. Assignment

12.1. This Agreement cannot be assigned by the Contractor.

13. Entire Agreement

13.1. This Agreement, together with the Contract Documents, constitutes the entire agreement between the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first set forth above.

TOWN OF DUANESBURG

By:
Its: Supervisor

BEYOND YOUR ORDINARY PLAYGROUND

By: _____
Its: _____

EXHIBIT A

[Attach copy of Contractor's Proposal]

TOWN OF DUANESBURG

RESOLUTION NO. -2022

October 27, 2022

WHEREAS, Schenectady County and the Town of Duanesburg entered into Public Services Agreement No. 18-711 (the "Agreement") with respect to Improvements at the Town of Duanesburg Van Patten Mill Park Located off Depot Lane on November 20, 2018; and

WHEREAS, Schenectady County and the Town of Duanesburg would like to amend the Agreement to include additional services as provided for in Article 7 of said Agreement; and

NOW THEREFOR BE IT RESOLVED, that Schenectady County and the Town of Duanesburg mutually agree that Exhibit A to the Agreement be amended, as set forth in the Amendment to Public Benefit Services Agreement no. 18-711, attached as Exhibit A, to include the remaining Five Thousand One Hundred Eighty-six and 75/1000 (\$5,186.75) from the originally budgeted amount of \$30,000 shall be released to the Town towards a playground to be installed at Van Patten Park;

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the Amendment to the Agreement attached as Exhibit A.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of October 27, 2022.

William Wenzel, Supervisor

Town Clerk/Deputy Town Clerk

Present:

Absent:

Town Board Members:

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



SAMANTHA MILLER-HERRERA
FIRST DEPUTY COUNTY ATTORNEY

FRANK S. SALAMONE
FIRST DEPUTY COUNTY ATTORNEY

JENNIFER M. BARNES
SENIOR DEPUTY COUNTY ATTORNEY

SARAH H. PETRACCIONE
DEPUTY COUNTY ATTORNEY

CHRISTOPHER H. GARDNER
COUNTY ATTORNEY

COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
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SCHENECTADY, NEW YORK 12305-2114
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NADIA C. VISCUSI-STANNERS
DEPUTY COUNTY ATTORNEY

CHRISTINE D. Mc CLELLAN
DEPUTY COUNTY ATTORNEY

CAMILLE J. SIANO ENDERS
DEPUTY COUNTY ATTORNEY

DYLAN J. REILLY
ASSISTANT COUNTY ATTORNEY

October 26, 2022

Hon. William Wenzel, Supervisor
Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

*Re: Schenectady County w/ Town of Duanesburg
Amendment to Public Services Agreement
Van Patten Park Playground*

Dear Supervisor Wenzel:

Enclosed please find a revised original and copy of a corrected proposed Amendment to Public Benefit Services Agreement with regard to the above. If they meet with your approval, please have approved by your Town Attorney, execute both agreements before a notary public and return them to this office. A fully executed copy will be forwarded to you once all signatures have been obtained.

Thank you for your attention to this matter.

Respectfully yours,

CHRISTOPHER H. GARDNER
County Attorney

CHG/pmp/kah
Enclosures

**AMENDMENT TO
PUBLIC BENEFIT SERVICES AGREEMENT NO. 18-711**

Reference a certain Public Benefit Services Agreement numbered 18-711 made and effective November 20, 2018, by and between the COUNTY OF SCHENECTADY, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County", and the TOWN OF DUANESBURG, NEW YORK, a municipal corporation of the State of New York, having its principal offices located at 5853 Western Turnpike, Duanesburg, New York 12056, hereinafter called the "Town",

WITNESSETH:

WHEREAS the parties desire to amend said Agreement to include additional services, as provided for in Article 7 of said Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and promises contained herein, the parties hereto mutually agree that Exhibit A (Van Patten Park-Construction of a New Building for Restrooms) of the aforementioned Public Benefit Services Agreement shall be amended to include that the remaining Five Thousand One Hundred Eighty-six and 75/100 (\$5,186.75) from their originally budgeted amount of \$30,000.00 shall be released to the Town towards a playground to be installed at Van Patten Park.

All other terms and conditions of said Agreement remain in effect.

IN WITNESS WHEREOF, this Agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHENECTADY, NEW YORK

By: _____
Rory Fluman
County Manager

TOWN OF DUANESBURG, NEW YORK

By: _____
William Wenzel
Supervisor

APPROVED as to form and content
this ____ day of _____, 2022.

County Attorney

APPROVED as to form and content
this ____ day of _____, 2022.

Town Attorney

STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, appeared RORY FLUMAN, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

STATE OF NEW YORK
COUNTY OF SCHENECTADY ss.:

On the _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, appeared WILLIAM WENZEL, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public-State of New York

AMENDED APPENDIX A

Van Patten Park – Construction of a New Building for Restrooms

1. Construction and Installation of a Sanitary Sewer Septic System (includes all materials and labor)	
2. Construction of Structure for Restrooms (includes water supply costs, and all materials and labor)	\$24,813.25
3. Remaining Funds to be Applied to Cost of a \$40,000.00 Playground	<u>\$ 5,186.75</u>
Total	\$30,000.00