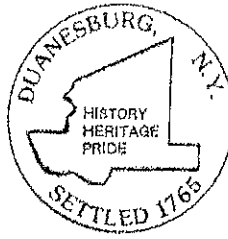


**Roger Tidball**, Town Supervisor  
**Jennifer Howe**, Town Clerk  
**Brandy Fall**, Deputy Town Clerk  
**William Reed**, Highway Superintendent



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

**Thursday April 22, 2021**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

**Meeting called to order by Supervisor Tidball at 7:00PM**

**Present:** Supervisor Tidball, Council Members Potter, Ganther, Senecal and Wenzel, Deputy Town Clerk Fall, Town Attorney Teresa Bakner

**Pledge of Allegiance**

**Supervisor Tidball:** A few things before we get started, we have a couple Public Hearings, we will be going into executive session tonight to discuss continuing contract negotiations, that will be at the end of the board meeting. Also, we will be adding to the business meeting the service awards program for Mariaville Fire that I read off every year, the points that they have, I'm sorry I should have had that added to the agenda. And then the possibly another one for the LOSAP for the same program we will discuss during the committee reports. So those two things will be added tonight. Ok, so we will start off first with the continuation of the Public Hearing, the town amended it's current Mariaville Volunteer Fire Department for fire protection services. At this time, this is where we are going to be ending it tonight, right Teresa? Closing it out. So, we have, contracts are all set, all done. At this time, do I still have to open the public hearing for the public to speak about it?

**Supervisor Tidball:** I make the motion to open the public hearing.

**Council Member Senecal:** Second.

**Supervisor Tidball:** Any discussion on it? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

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**Supervisor Tidball:** Is there anyone that is on Zoom now, that wants to speak about only the Mariaville Volunteer Fire Department Contract? Basically, what it was, was a major overhaul of the contract. Is anybody on there from the fire company or no? We'll give it a second. Again, if we miss you, you can always speak at the end during the public hearing or give me a call or contact the town clerk with any comments. Nothing? Ok, I'll make the motion to close the Public Hearing.

**Council Member Senecal:** Second.

**Supervisor Tidball:** Any discussion? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Supervisor Tidball:** Ok, next public hearing is our Comprehensive Plan update for the Town of Duaneburg. I'll say a few things. I want to first thank, if you look at the first page of the acknowledgements, you can probably double that for the amount of people that actually did help. A lot of people put their opinions in, a big thank you to board member John Ganther and Mr. Wenzel and Phil Sexton, they were the leaders. They took the old plan and revamped it. It took a lot of input and a lot of updating. This is a continuous project, every few years, it should be looked at. As new residents come into the town with new ideas you can always change stuff. John do you want to say something?

**Council Member Ganther:** Yes, a couple very minor changes from the version of this on the website right now. And I will go over those. I do want to add onto what you said as far as credit for this. The efforts that Bill Wenzel and I put in on this is dwarfed by the effort that the planning board put in on this, particularly Phil Sexton, who put just a ton of time into this, and we are very much indebted to him for the work he did on this. Thank you to Phil. So, a couple of very minor changes that were made, the plan referenced a map. It referenced in the appendix a map that had manmade and natural hazards but that was not included in here so in the table of contents I added an Appendix C and in Appendix C there are two maps that have the natural hazards and the manmade hazards that are in town. So that has been added. Also, we updated a few of the page numbers and in the appendix that you guys have, Adobe Acrobat decided to throw me a curveball at the last minute and wrecked page 5. If you look at page 5 and you look

at the Table of Contents there, it's a mess. So, that is why I sent you guys fresh pages of 3, 4, 5 and 6. But in any event, that will be corrected on the website. One minor change on page 19 was that it referenced, it talked about the Sherriff Patrol and it said that they were dispatched out of downtown Schenectady, which is an error. It has been revised to say that they are dispatched out of the State Police barracks over on Route 7 in Princetown.

**Supervisor Tidball:** Are they really? That's where they are parked next to but aren't they dispatched out of UCC?

**Council Member Ganther:** Well, I'm going to defer to Bill because Bill said they were dispatched out of Princetown.

**Council Member Wenzel:** It's my understanding they were dispatched from the building that is right next to the trooper barracks.

**Supervisor Tidball:** That is where they used to be.

**Council Member Ganther:** Peter Brodie contacted me last night and that is what he said. That they came out of Princetown.

**Supervisor Tidball:** That is something we can check into quick but um we can, I got Lt. Rossi's number. I almost think for a while there they were, or they were not, the Sherriff office was not out of the UCC. But I thought in the last year they were rolled into the UCC. But they also roll out of Schenectady, the main headquarters is in Schenectady. That is just a satellite office. It's a small matter.

**Council Member Ganther:** Absolutely it is but we just need to be accurate. We'll follow up, I will make sure we be certain that we get that right. Also in the solar plan section, which is, I have that on my computer right here. In the solar facilities section the write up was that indeed there was a moratorium in place but the text in this said that the board was still taking input and you know determining whether they need to revise the law. Well, we did back in March, we approved a new law back in March.

**Town Attorney Terresa Bakner:** No, no.

**Council Member Ganther:** Ok. We introduced the law in March, we haven't approved it yet. So, it hasn't been voted on yet, but it has been introduced. Anyway, this says that I changed it so that it reads that we did get public input, that was included in our discussions about it, that we

had a couple of Zoom meetings and we accepted email input. So, we just got to make sure that when this is passed that the actual status of it gets included. And last, I just got an email just before the meeting from 1 resident where it seems we didn't get his comments into the plan with everyone else's comments at the back of the plan so we will make sure that gets added. So, that's it, so I'll get this revised version with the maps and the updated table of contents and we'll get that on the website. So, that's what I have.

**Supervisor Tidball:** Alright. So, we'll go to the public. Make the motion to open the public hearing for the Comprehensive Plan Update.

**Council Member Potter:** Second.

**Supervisor Tidball:** Any discussion before we open it? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Supervisor Tidball:** Alright, at this time, anybody on Zoom wishes to speak, we'll give you some time. Again, if you don't get all your comments in or any comments in, get them in to the Town Clerk so tat we can add them to the meeting minutes. Anybody wish to speak about the

Comprehensive Plan review? Again, if you are having technical difficulties, just put a memo in the comment box, say you want to speak, and we'll try to figure it out.

**Shenendoah:** Yeah, I don't really have any questions, like comments or anything. I was just hoping some residents were going to comment. So, I just want to make it known that I am not a resident, I am just from the newspaper hoping people will comment.

**Supervisor Tidball:** Which newspaper are you from dear?

**Shenendoah:** The Daily Gazette. Yeah, I took over Steve Williams job.

**Supervisor Tidball:** I miss Steve, he was a good guy. He was mean to me for a few years but now, he was nice at the end. And what is your name?

**Shenendoah:** My name is Shenendoah but most people just call me Shenen.

**Supervisor Tidball:** Ok, Well I don't know if you have been following this process for how long this has been, how long have we been doing this John? About a year and a half almost two years.

**Council Member Ganther:** I think it is over two years.

**Supervisor Tidball:** Probably about two years ago, we started a review on this, it got back logged a few times. Like Mr. Ganther was saying, a lot of work was done by one of our former planning board president. He did a lot of work, a lot of work. He got a lot of input from a lot of people. This was well advertised over many, many board meetings, that we're doing this project. So, a lot, a lot of people that pay attention to things that are going in town, didn't get input in. I think because of the hard work that we've done and the lack of people that are on tonight, I think it shows that we did a lot of work and that we listened to the public.

**Shenendoah:** So, are you guys going to be like adopting this plan and when will that take place?

**Supervisor Tidball:** Yeah, unless there are any further changes, most likely we will be adopting it at the next Town Board meeting. Did you have any other questions?

**Shenendoah:** I do not.

**Supervisor Tidball:** Well, thank you for your questions anyways, we appreciate it. Ok since no one else is speaking up...

**Town Attorney Terresa Bakner:** You might just want to let people know that you will hold it open for written comments until the end of the month. You can close the public comment part of it.

**Supervisor Tidball:** Ok. So, I don't know if you heard Terresa' comments, that we will be holding it open until the end of the month for written comments about the plan. Incase something comes in last minute that we really need to look at. So, since we are done with that, I'll make the motion to close the Public Hearing.

**Council Member Ganther:** I'll second it.

**Supervisor Tidball:** Any discussion? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Supervisor Tidball:** Thank you folks, anybody that was on Zoom that was listening for the plan, thank you for any comments that you have given to us. Alright, approval of minutes please.

**Council Member Potter:** Motion for approval of minutes for the Town Board meeting on Thursday April 8<sup>th</sup>, 2021.

**Council Member Wenzel:** Second.

**Supervisor Tidball:** Any discussion on that? Brandy call the roll please.

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 69-21:** Council Member Potter motioned, seconded by Council Member Wenzel to approve the Town Board Meeting minutes of Thursday April 8, 2021.  
Motion carried, 5 ayes.

**Supervisor Tidball:** Payment of Claims please.



**Council Member Potter:** Vouchers to be paid Town of Duaneburg Vouchers per Fund. General Fund - \$37,179.01, Highway fund- \$3,843.57, SD#1- \$4,346.19, SD#2 - \$6,532.86, SD#3 - \$906.73. Total vouchers to be paid - \$52,808.36.

**Council Member Senecal:** Second the motion.

**Supervisor Tidball:** Any discussion? Brandy call the roll please.

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 70-21:** Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes.

**Vouchers to be Paid  
April 22, 2021**

|                      |                    |
|----------------------|--------------------|
| <b>General Fund:</b> | <b>\$37,179.01</b> |
| <b>Highway Fund:</b> | <b>\$3,843.57</b>  |
| <b>SD#1 Fund:</b>    | <b>\$4,346.19</b>  |
| <b>SD#2 Fund:</b>    | <b>\$6,532.86</b>  |
| <b>SD#3 Fund:</b>    | <b>\$906.73</b>    |

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|                          |                    |
|--------------------------|--------------------|
| <b>Total To Be Paid:</b> | <b>\$52,808.36</b> |
|--------------------------|--------------------|

**Supervisor Tidball:** Ok, Committee reports. I'm going to start off with one thing. Every time I do this, I always say it seems like it's every day that you hear bad news. About a week and a half ago, we lost another great town resident, former town resident, one of our former judges, Bob Butler passed away. It hasn't been really advertised like you know most people's deaths do. You know he moved to Florida. He was a part time resident there.

**Council Member Ganther:** South Carolina.

**Supervisor Tidball:** I'm sorry down to Myrtle Beach where he wanted to be. I know he has been enjoying himself down there for the last couple of years. Anyone that knew Bob, you became an instant friend to him unless you were in front of him as the judge. That's how I met him, speeding ticket many, many years ago. So, I hate to pass on the bad news, but Mr. Butler is no longer with us. For the amount of years that Mr. Butler was our judge, bus driver, business owner in town, when we get into the business meeting, I am going to make a proposal to this town board that we rename this room, the courtroom dedicated in his honor. When we get to

that point. I think it will be a great thing, he put in a lot of time, not just as a judge, he owned a bar and restaurant for many years, drove bus for many years and probably some other things I don't know about. So, when we get to that point, I would like to do that. I got nothing else, we'll just go through our normal stuff. We'll start off with the Highway Department.

#### **Highway:**

**Council Member Potter:** So, myself and Jeff met with Bill, he had a few things for us. He wants to, he got some prices for figuring out to get some of the millings hauled to his site from the route 20 project. So, he got prices from three companies. He got a price from Carver for \$125/hour, Larnard, \$115/hour and Gorman, \$120/hour. So, he wants to go with Larnard. The other thing he mentioned is they cleared the land for the Delanson Treatment Plant for the dumpsite for the project that is going to be at the plant. They chipped brush out of Shafer Park for the disc golf project and started siding on the fuel shed.

**Council Member Senecal:** The millings would be just fantastic for us to get at that number,

**Supervisor Tidball:** The millings for what folks don't know, last year or this year, the DOT did a project here, they milled the road, Route 20 and we were able to get the millings basically for just the operation of our vehicles. The millings can be reused on our roads, so it's like you are getting the materials for basically almost free. You gotta haul it anyways. This is the second round of that and like Ricky was saying, if we add a few more trucks to our fleet, it gives us more product. It's a real good money saving program. So, thank you DOT for doing that too, giving back to the municipalities. Nothing else for Highway?

#### **Public Safety:**

**Supervisor Tidball:** Public Safety, we haven't had any meetings. Actually, I did speak with Mr. Brodie from DVAC. I think this month or next month is fire protection month or something like that, I'm going to say it wrong. He wants to write something up for us to read. So that will probably be at the next board meeting for that.

**Council Member Wenzel:** I don't have anything for Public Safety.

#### **Park Committee:**

**Council Member Wenzel:** Park Committee, the disc golf is in progress at this point. It will be a long-term process because it's done with volunteers but so I can't have a time frame when they'll be done but they will be working on that a couple of evenings a week over the next few months. A few of us from the parks committee met over at Shafer park on Monday evening to plan for a workday I had mentioned last time. Senator Henchey's office had contacted us, and they said they wanted to coordinate a work date. So, with the parks committee, we scheduled Saturday May 1 at 11:00 AM at Shafer park. We have some student volunteers from the Honor Society, one of the park committee members is going to reach out to the football team and we have a task list which isn't overwhelming but there's certainly enough there to keep everybody busy. The reason I say not overwhelming unlike some parks that have a lot of flower gardens that are labor intensive, we don't have a lot of flower gardens over there, it's primarily cleanup and repair of some things over there that need to be repaired. So, if anyone is interested in coming out that day, even if it's just for a little while, even if it's just for curiosity to come and see what we are up to, Saturday May 1 at 11 AM.

**Supervisor Tidball:** Anything else for Parks Bill? And I seen in your email about the story walk. Can you talk about that?

**Council Member Wenzel:** The story walk will not interfere, or I should say the disc golf will not interfere with that, they're not going to go into that area, so that's open and available.

**Supervisor Tidball:** So, what we'll do is, I can contact her, to contact you. Did I already send that email out between the three of us?

**Council Member Wenzel:** You had sent an email that said you would check with me about the feasibility of that and that was one of the questions I asked Ron Holbrook on Monday evening and he said no, they definitely will not be in that area.

**Supervisor Tidball:** So that way, she can go through you and the park committee to do whatever they need to do. I'll have you guys oversee what they want to get done.

**Council Member Wenzel:** Many of us will be at the workday on May 1, so she could do one of two things. We can schedule a time maybe at one of our meetings to meet with her or if she wants to come to workday.

**Supervisor Tidball:** Ok, that's it for Parks Bill?

**Council Member Wenzel:** That is all.

### **Sewer Districts:**

**Supervisor Tidball:** Sewer Districts?

**Council member Ganther:** Not a lot to discuss. A couple follow up things we talked about at the last meeting. Dale did get a wheel for the tire for the truck so that we now have a spare, so we don't get caught without one again like we did last month. That's taken care of and he's also been working on getting prices on maintenance contracts for our generators. He got two of the bids and the other one he followed up on today and he should get that third one tomorrow. We'll be pulling the trigger on that pretty quickly and that's really it, I don't have any other updates at this time.

**Supervisor Tidball:** Mr. Brown?

**Bill Brown of Delaware Engineering:** I don't have anything formal to ask of the board tonight just a couple quick notes on the on-going projects. Delanson, the last month or so has mainly been paperwork and getting equipment on order going through the MWBE plans, that kind of stuff. We do anticipate gearing up for construction probably the end of next week bringing equipment in and starting the excavation for the new tank and building the first week of May and that'll continue through the spring and summer, then we'll put equipment in as it is delivered to the site. On the Mariaville Waste Water Plant, we have our report or our plans and specs to go to DEC next week. We've been coordinating with Jamie for submission of those and we'll send those in, and DEC will review it, then we'll make any changes that they come back with. That will probably be a 2022 construction project and that is required to be completed by 2023. We'll have a couple of invoices at the next board meeting, one is the general contractor on the Delanson project and those get submitted to EFC and work for the process. We'll be trading paperwork back and forth. That's all I got.

**Supervisor Tidball:** You guys have any questions or comments for Bill? Bill thank you very much, enjoy your night. Is that it for Sewer Districts? IT stuff John?

### **IT:**

**Council Member Ganther:** We did have website maintenance training about a week ago maybe a week and a half ago and it was a 2-hour session which went very well, and we got the

training that we needed. And we got the session recorded so that we can use it for reference, or we can have other folks review it, if they need to be trained on it. So, we are now capable of moving forward with any changes and corrections that have been pointed out by our residents in the past that we were unable to make. We'll be able to take care of them now. That's kind of a big deal. Broadband, Spectrum continues to string cable in the southwest quadrant of town. That's kind of a big deal too. There's a good number of houses that are going to get wired for broadband over the next probably several months I guess, so that's, we're really looking forward to that. That's going to put a big dent in our goal of getting everyone connected. And our next broadband meeting, committee meeting is scheduled for Wednesday May 12 at 6:30 PM, here at town Hall. That's it.

**Supervisor Tidball:** I have nothing else myself. Do any of you guys have anything else you want to speak about before we go into the business meeting? Oh, I'm sorry, I have to go over the LOSAP proposal. You should have at your seats; sorry I didn't get to this last board meeting. It was recommended by the lawyers we brought on, Hannigan, to have the LOSAP program, which the LOSAP is the retirement program that fire departments, usually volunteer fire departments have, which the town administers for them. Mariaville Fire Department is the one in question, Duaneburg has one too but they administer it themselves. So, many years ago, this town decided to be the administrator for the LOSAP for Mariaville and as far as I know, the program has never been audited. So, it was recommended by Terry Hannigan to have it audited yearly which it should be and also when the auditors who were here from the state, they did recommend it also. So, this is a proposal from Marvin & CO who we have used before for our own internal audits before a couple years ago. They were the ones that did a risk assessment for us and did an awesome job. This goes through all the normal stuff and it does give us an estimate of up to no more than \$8500. In my opinion, I don't do this for a living, it might be a little pricey. I think we should do it the first year and see what it entails and then go from there. They are only going to charge us for what they use for their hours. I think we get through the first one and then yearly, the board looks at it when it comes that time. So that was the other part I was going to add to the business meeting to authorize to get done. I have nothing else. Alright, let's start the business meeting.

#### **Business Meeting:**

**Council Member Wenzel:** Motion to approve and authorize the Town Supervisor to execute the agreement with the volunteers who are installing the Disc Golf Course.

**Council Member Ganther:** Second the motion.

**Supervisor Tidball:** I don't think we need any further discussion on this. Brandy call the roll please.

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 71-21:** Council Member Wenzel motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor to execute the agreement with the volunteers who are installing the disc golf course.

Motion carried, 5 ayes.

**Council Member Ganther:** Make a motion to authorize Prime AE to seek bids in accordance with State and federal laws and the Town's Procurement Policy, for the demolition and removal of the Property at 111 Darby Hill Road.

**Council Member Potter:** I'll second it.

**Supervisor Tidball:** Any discussion?

**Council Member Ganther:** Everyone in town will be relieved to see something happen to that.

**Supervisor Tidball:** I got harassed. Well, I shouldn't say harassed, I was spoken to in a manner I don't like to be spoken to at Stewart's because of that property.

**Council Member Ganther:** Yeah, the board has not dragged their feet on this, but we had to go through the legal process in order for it to happen. Thank goodness, we are on the doorstep.

**Supervisor Tidball:** No other discussion? Brandy call the roll please.

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 72-21:** Council Member Ganther motioned, seconded by Council Member Potter to authorize Prime AE to seek bids in accordance with State and federal laws and the Town's Procurement Policy, for the demolition and removal of the Property at 111 Darby Hill Road. Motion carried, 5 ayes.

**Council Member Potter:** Make the motion to approve and authorize the Town Supervisor to sign the Visual Screening Agreement for the solar projects Oak Hill 1, LLC and Oak Hill 2, LLC.

**Council Member Ganther:** Second.

**Supervisor Tidball:** Any further discussion on this? Brandy call the roll please.



**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Resolution 73-21:** Council Member Potter motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor to sign the Visual Screening Agreement for the solar projects Oak Hill 1, LLC and Oak Hill 2, LLC.  
Motion carried, 5 ayes.

**Supervisor Tidball:** Next are the ones I added on. I'm going to do the LOSAP point system first. Make the motion to accept the Mariaville LOSAP points for the following firefighters, it takes me a few seconds and I know I mess names up. If I mess your name up and you are listening, I apologize now.

Michael Baker – 19 Points

Randy Bong – 63 Points

Scott Bukowski – 85 Points

Matt Bushnell – 2 Points

Anthony Casso – 66 Points

Robert Chandler Jr. – 87 Points

Ralph DeNofio – 96 Points

Jameson Facto – 72 Points

Seth Goldstein – 73 Points

Walter Hederich – 80 Points  
Scott King – 101 Points  
Tammy King – 100 Points  
Margaret Newicki – 2 Points  
Justin Pannitto – 78 Points  
Tyler Roger Sr. – 88 Points  
James Sorizidel – 45 Points  
Larry Breckenridge – 73 Points  
Gary Engle – 29 Points  
Kenneth Labelle Sr. – 76 Points  
Lawrence Lucks – 84 Points  
Ray Stone Jr. – 69 Points  
Chris Chandler – 66 Points  
Jeff Zier – 59 Points

**Council Member Potter:** Second that.

**Supervisor Tidball:** Any further discussions? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Resolution 74-21:** Supervisor Tidball motioned, seconded by Council Member Potter to accept the Mariaville LOSAP points for Mariaville firefighters.

Motion carried, 5 ayes.

**Supervisor Tidball:** Gentlemen before we leave, we all sign this one. Alright the next one we are going to do; I'll make the motion to use Marvin & Co. to do an audit on the LOSAP program.

**Council Member Ganther:** Second.

**Supervisor Tidball:** Any other discussion on that? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Resolution 75-21:** Supervisor Tidball motioned, seconded by Council Member Ganther to use Marvin & Co. to do an audit of the LOSAP program.

Motion carried, 5 ayes.

**Supervisor Tidball:** The next one is, I would like to give, this is bout the dedication, a month, that way we can get a plaque made and notify some people. So, I am going to motion to schedule a dedication for this town court room to be dedicated to Bob Butler on May 27<sup>th</sup> at 7:00 p.m.

**Council Member Potter:** Second.

**Supervisor Tidball:** Any further discussion? Brandy call the roll please.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Resolution 76-21:** Supervisor Tidball motioned, seconded by Council Member Potter to schedule the dedication of the town court room to Bob Butler on May 27<sup>th</sup> at 7:00 p.m.  
Motion carried, 5 ayes.

**Supervisor Tidball:** That may be tentative because we would like to see if maybe some of his family is in town. I know a lot of them moved south but he does have some family, so it gives us a month to get things together. If we have to push it off one more board meeting, then we will gladly because we want to do it right. I already have had expressed to me from other residents, former and present judges that they would like to be here that night.

**Council Member Ganther:** There's not many people in this town more deserving. I mean you'd be hard pressed in town to find someone that doesn't know who he is, or even out of town. I know that even when we went campaigning with him, he knew everybody. I mean everybody. So, I think we should.

**Supervisor Tidball:** Anything else before privilege of the floor? Nothing else we need to do? Make the motion to go to privilege of the floor. Actually, I don't have to make a motion. Anybody on Zoom right now that wishes to speak questions, comments, ideas? Again, if you don't get your chance to speak, get your information in to the Town Clerk and we will try to get it in as part of our minutes for the night.

**Lynne Bruning:** Hello, Lynne Bruning, 13385 Duanesburg Road. Two questions please. With the Comptroller's report from February 5<sup>th</sup>. I believe that the town is supposed to publish the corrective action plan and I don't know if that was submitted to the Comptroller or posted on the town website. And the second item is I filed a 103E of the open meeting law for any and all solar documents to be discussed at tonight's meeting. I received an email from Jennifer Howe informing me that there were no documents for solar at all to be discussed tonight. So that's just, it's incorrect because you did do Oak Hill Solar.

**Supervisor Tidball:** We did. I'll answer number one, yes, it's been filed with the Comptroller's office on time, I don't know if we put it on the website. I am pretty sure it is on the website, if it's not let us know. And part two, I do apologize. Jen is not here to ask what happened, but you are absolutely right, we did discuss solar tonight. So, we will try to correct that going forward.

**Lynne Bruning:** Are those documents available to me now to pick up at town hall tonight or tomorrow morning?

**Supervisor Tidball:** Yes. What time will someone be here.

**Deputy Town Clerk Fall:** I would normally be here at 8 but I got me second COVID shot today, so I am not sure how I'll be tomorrow morning.

**Lynne Bruning:** If I stop by now, can I pick them up?

**Supervisor Tidball:** Yeah, it shouldn't be no problem, just ring the doorbell. Thank you. Anybody else on Zoom that wishes to speak? Anybody else want to speak?

**Deputy Town Clerk Fall:** No, no one else is there.

**Supervisor Tidball:** Ok, we're going to close privilege of the floor. Again, if you missed your chance to speak, please get your information to the Town Clerk and we'll get it posted. Thank you, folks. I'll make the motion, actually, I'll make the motion to go into executive session to discuss contract negotiations.

**Council Member Senecal:** Second.

**Supervisor Tidball:** Seconded by Jeff. Any discussion? Brandy, please call the roll.

**Deputy Town Clerk Fall:** Supervisor Tidball

**Supervisor Tidball:** Aye

**Deputy Town Clerk Fall:** Council Member Senecal

**Council Member Senecal:** Aye

**Deputy Town Clerk Fall:** Council Member Potter

**Council Member Potter:** Aye

**Deputy Town Clerk Fall:** Council Member Ganther

**Council Member Ganther:** Aye

**Deputy Town Clerk Fall:** Council Member Wenzel

**Council Member Wenzel:** Aye

**Supervisor Tidball:** Folks, thank you, enjoy your night. Thank you very much.

The Town Board came out of executive session at 8:15 p.m.

Supervisor Tidball motioned, seconded by Council Member Ganther to adjourn at 8:16 p.m.  
Motion carried, 5 ayes.

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday April 22, 2021 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Town of Duaneburg

Cash Requirements Per Fund

| Fund | From                 | To                                  | Amount       |
|------|----------------------|-------------------------------------|--------------|
| A    | NBT-General Fund MM  | NBT-Accounts Payable                | \$ 37,064.07 |
| B    | NBT-General Fund MM  | NBT-Accounts Payable                | \$ 114.94    |
|      |                      | <i>Total General Fund Transfer</i>  | \$ 37,179.01 |
| DA   | NBT-Highway Fund MM  | NBT-Accounts Payable                | \$ 2,993.14  |
| DB   | NBT-Highway Fund MM  | NBT-Accounts Payable                | \$ 850.43    |
|      |                      | <i>Total Highway Fund Transfer</i>  | \$ 3,843.57  |
| SS1  | NBT-Sewer District 1 | NBT-Accounts Payable                | \$ 4,346.19  |
| SS2  | NBT-Sewer District 2 | NBT-Accounts Payable                | \$ 6,532.86  |
| SS3  | NBT-Sewer District 3 | NBT-Accounts Payable                | \$ 906.73    |
|      |                      | <i>Total All Transfer to NBT AP</i> | \$ 52,808.36 |



**Town of Duanesburg Town Board**

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

**April 22, 2021**

**WHEREAS**, Schenectady Disc Golf Club, Inc. (also referred to as "DisCap") has proposed to the Town of Duanesburg (the "Town") the installation of a Disc Golf Course in Shafer Park in Duanesburg, New York;

**WHEREAS**, the Town Board of the Town approved and authorized the Town Supervisor to execute the documents necessary to purchase the necessary equipment for installation the Disc Golf Course; and

**WHEREAS**, the Town wishes to enter an agreement with a group of volunteers under the leadership of Ron Holbrook to create the golf course (the "Volunteer Agreement").

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town hereby approves and authorizes the Town Supervisor to execute the proposed Volunteer Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of April 22, 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 |

**SHAFFER PARK DISC GOLF  
COURSE DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, is entered into this \_\_\_\_\_ day of April 2021, by and between the Town of Duanesburg, a municipal corporation (the "Town") and volunteers ("Disc Golf Team") under the leadership of Ron Holbrook ("Organizer") to create a 9-hole Disc golf Course on Shafer Park as outlined in Attachment A.

The work is anticipated to be performed in accordance with the schedule in Attachment B.

The Organizer agrees to the following:

1. The Town grants permission to Disc Golf Team to access Shafer Park in the Town of Duanesburg, New York, hereinafter referred to as the "Site", for purposes of constructing and maintaining a Disc Golf Course. There will be no monetary compensation for this improvement to a town owned park.
2. Individual members of the Disc Golf Team shall sign waivers in the form set forth on Attachment C prior to entering on to the Site for the construction of the Disc Golf Course, and agree to indemnify and hold the Town harmless against personal injuries or death and/or property damage sustained by volunteers in connection with activities on Town-owned property.
3. The Disc Golf Team will, prior to any work being performed, identify locations of baskets, and trees to be removed, and will walk the site with the \_\_\_\_\_ to review proposed work.
4. This Agreement expires on December 31, 2021.
5. This Agreement may be revoked by either party on ninety (90) days written notice to the other party.
6. The Town will retain ownership of all installed equipment.

IN WITNESS WHEREOF, the Town and Disc Golf Team have executed this Agreement as of the date(s) indicated below:

Town of Duanesburg

Disc Golf Team

By: Roger Tidball, Supervisor

By: Ron Holbrook, Organizer

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

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

Attachment A

9-hole Disc Golf Course Plan and Quote

[to be attached]

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Attachment B

Schedule

[to be attached]

**SCHENECTADY DISC GOLF CLUB, INC**

2070 Central Ave  
Schenectady, NY 12304  
518 836-9557  
EI# 27-1462702  
DisCap.net



|                                      |                    |                         |
|--------------------------------------|--------------------|-------------------------|
| <i>Bill To</i><br>Town of Duanesburg | <i>Deliver To</i>  | <b>Invoice No #</b> N/A |
| <i>Attention :</i><br>Jean Frisbee   | <i>Attention :</i> | Date : 11/12/20         |
|                                      |                    | Your Ref # _____        |
|                                      |                    | Our Ref # _____         |
|                                      |                    | Terms : _____           |

| Description  | Quantity | Unit Price       | Amount     |
|--|----------|------------------|------------|
| <b>Targets</b>   |          |                  |            |
| Disc Golf Baskets Shipped  | 10       | \$330.00         | \$3300.00  |
| Bagged Concrete  | 20       | \$4.50           | \$90.00    |
| Sprinkler Covers   | 10       | \$6.00           | \$60.00    |
| <b>Tee Pad Supplies</b>  |          |                  |            |
| Pressure Treated 4"x4"x12'   | 18       | \$19.00          | \$342.00   |
| Pressure Treated 4"x4"x6'  | 18       | \$8.50           | \$153.00   |
| Paver Base Material 5 yards delivered  | 1        | \$516.00         | \$516.00   |
| Paver Joint Sand (1 bucket covers 1 tee)   | 9        | \$22.00          | \$198.00   |
| 2' Rebar 10 per box  | 90       | \$2.50           | \$225.00   |
| 24"x24" Pavers   | 108      | \$8.50           | \$918.00   |
| Galvanized Tie plates  | 36       | \$2.00           | \$72.00    |
| Corrosion Resistant 8" Lag Screw   | 72       | \$3.15           | \$226.00   |
| <b>Signage</b>   |          |                  |            |
| Custom Tee Signs Shipped 12"x18"   | 9        | \$40             | \$360.00   |
| Custom Course Map Sign Shipped 18"x30"   | 1        | \$60             | \$60.00    |
| Pressure Treated 4"x4"x6'  | 11       | \$8.50           | \$93.50    |
| Bagged Concrete  | 11       | \$4.50           | \$49.50    |
| <b>Miscellaneous Costs</b>   |          |                  |            |
| Additional Hardware, Possible Equipment  |          |                  | 333.15     |
| Rental, Fuel, ECT 5% of project  |          |                  |            |
| Design Fee, Labor Donated by DisCap  |          |                  | N/A        |
| <b>Comments &amp; Instructions:</b> Baskets sleeves will be installed with sprinkler covers and tee pads with minimum raise from the ground. |          | <b>Sub Total</b> | \$6,996.15 |
|  |          | <b>Tax</b>       | N/A        |
|  |          | <b>Total</b>     | \$6996.15  |

*Schenectady Disc Golf Club, Inc. conducts business under the assumed name of DisCap  
And is an IRC §501 (c) (3) organization.*

Attachment C

Form of Waiver

**WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

VOLUNTEER'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**THIS DOCUMENT INCLUDES A RELEASE OF LEGAL RIGHTS.  
PLEASE READ CAREFULLY BEFORE SIGNING.**

I, the volunteer listed above ("Volunteer") request permission to enter onto Shafer Park (the "Site") in the Town of Duaneburg (the "Town") in order to participate in the construction of a 9-hole Disc Golf Course (the "Project"). In consideration for my participation in the Project and use of the Site, I agree as follows:

1. Voluntary Activity; Instructional Activity. I understand and agree that my participation in the Project is purely voluntary. (\*Please initial \_\_\_\_\_)

2. Release of Liability. On behalf of myself and my heirs, executors, administrators, personal representatives, guardians, successors, and assigns, I hereby unconditionally, irrevocably, and absolutely release, waive, discharge, and agree to indemnify and hold harmless the Town, its council, supervisor, officers, employees, agents, attorneys, insurers, divisions, successors and assigns, (collectively, the "Town Releasees"), from any and all loss, liability, claims, demands, causes of action, costs or expenses of any kind (including, but not limited to, attorneys' fees), damages or suits of any kind (collectively, "Claims"), whether in law and/or in equity, related directly or indirectly, or in any way connected with my participation in the Project or use of the Site, including, without limitation, any Claims related to the Town's premises. (\*Please initial \_\_\_\_\_)

3. Release of Liability for Town Negligence. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I AGREE THAT THE FOREGOING RELEASE, WAIVER, DISCHARGE, AND AGREEMENT TO INDEMNIFY EXTENDS TO CLAIMS ARISING FROM THE TOWN RELEASEES' OWN NEGLIGENCE. (\*Please initial \_\_\_\_\_)

4. Acknowledgment and Assumption of Risk. I acknowledge that, in participating in the Project, I will be engaging in activities that involve risk of injury, which may include permanent disability and even death, social or economic losses or property damage, which may result not only from my acts, but also from the action, inaction or negligence of others, the rules of play, or the condition of the premises or equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly and voluntarily assume all risks of damage and injury, including death, which may occur in connection with my participation in the Project. (\*Please initial \_\_\_\_\_)

5. Entire Agreement. Severability. This Agreement constitutes the entire agreement between the parties regarding its subject matter. The waiver, release and indemnity herein are intended to be as broad as permitted by the laws of the State of New York. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the provision shall be construed as broadly and enforced to the

maximum extent possible to confer the benefits intended hereby, and the remaining provisions shall remain in full force and effect.

**VOLUNTEER'S SIGNATURE**

By signing below, I acknowledge that I have carefully read this Agreement and fully understand its contents. I acknowledge that I am voluntarily executing this Agreement of my own free will after having had the opportunity to consult with legal counsel of my own choosing. I ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT IS A RELEASE OF LIABILITY, AND BY SIGNING THIS AGREEMENT I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST FST. Any failure on my part to initial the sections above shall not affect the enforceability thereof.

Volunteer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town of Duanesburg Town Board

RESOLUTION NO. \_\_ - 2021

April 22, 2021

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

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

**WHEREAS**, Prime AE has prepared, and submitted to the Town Board, a Project Manual, including, among other things, a bidding package to be used by the Town for competitive bidding.

**BE IT FURTHER RESOLVED**, that the Town Board authorizes Prime AE to seek bids in accordance with State and federal laws and the Town's Procurement Policy, for the demolition and removal of the Property, and directs:

- a. that notice, pursuant to GML 103 be published in the Daily Gazette more than five (5) days before the deadline for submitting bids;
- b. that bids shall be accepted up until May 18, 2021 at 11 a.m.;
- c. that all bids received will be publicly opened and read aloud on May 18, 2021 at 2 p.m.; and
- d. that a recommendation, based on the bids received and in accordance with State and federal laws and the Town's Procurement Policy, be made to the Town Board to award the contract at the next regular meeting of the Town Board on May 27, 2021.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of April 22, 2021.

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

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



Present:  
Absent:

Town Board Members:

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



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

April 13, 2021

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

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

Dear Mr. Warner:

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

Additional Scope

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

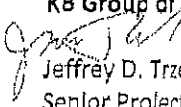
We propose to provide the aforementioned scope of services for a lump fee not to exceed \$1,250.00, which will be billed monthly on a percentage complete basis. Our work under this Proposal will be performed in accordance with our Standard Terms & Conditions. If you are in agreement with this Proposal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

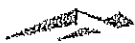
PRIME AE can provide a separate fee for inspection services, if the Town would like us to oversee the demolition work and confirm it is completed in accordance with the plans and specifications.

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

Sincerely,

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

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



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

Dale Warner  
Unsafe Building Demolition  
April 13, 2021  
Page Two

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF DUANESBURG:

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

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

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

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

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



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[www.primeeng.com](http://www.primeeng.com)



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

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

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

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

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

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

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





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

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

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

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

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

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





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

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

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

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

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

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

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

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





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

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

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

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

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

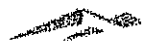
**18. Precedence.** These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

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

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

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

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





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

February 10, 2021

Dale Warner, Town Planner  
Town of Duanesburg  
5858 Western Turnpike  
Duanesburg, NY 12056

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

Dear Mr. Warner:

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

Base Scope

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

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

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

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

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



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www.primeae.org



Date Written  
Unsafe Building Denial/Don  
February 10, 2021  
Page Two

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

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

*Douglas P. Cole*

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

Enclosure: Standard Terms & Conditions

AGREED TO BY TOWN OF DUANESEXBURG:

*[Signature]*  
Roger Tidball, Supervisor

DATE: 2-25-2021

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

*[Signature]*  
Kumar Buvanendaran, P.E. - President & CEO

DATE: 2-10-2021



Albany Office  
100 Great Oaks Boulevard | Suite 114 | Albany, New York 12203  
P: 518.382.2774

April 13, 2021

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

Re: **Town of Duaneburg**  
**Unsafe Building Demolition**  
**111 Darby Hill Road**

Dear Mr. Warner:

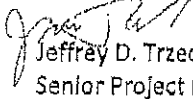
We have prepared the following project schedule for your consideration for the Contract No. 1 – Unsafe Building Demolition – 111 Darby Hill Road.

| Date           | Action  |
|----------------|---|
| April 13, 2021 | Plans & specifications submitted to the Town for review   |
| April 19, 2021 | Town approves project to go to bid  |
| April 26, 2021 | Town publishes Notice to Bidders in newspaper and final plans, specifications and bid documents available to bidders from PRIME AE office |
| May 18, 2021   | Bids are opened by the Town Clerk   |
| May 24, 2021   | Bid review complete & recommendation of award letter submitted  |
| May 27, 2021   | The Town Board awards bid to the low bidder   |
| June 3, 2021   | Send out RFP for ACM air monitoring services.   |
| June 10, 2021  | Award low bid quote for ACM air monitoring services.  |
| June 21, 2021  | Construction begins   |
| August 1, 2021 | Construction substantially complete   |

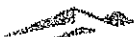
After you have reviewed the above schedule, please let us know if the dates are acceptable, and as always, if you have any questions, please feel free to contact me.

Sincerely,

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

  
Jeffrey D. Trzeclak, PE  
Senior Project Manager

cc: Rodger Tildall, Town Supervisor, Jennifer Howe, Town Clerk



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[www.primeaeng.com](http://www.primeaeng.com)

**Town of Duanesburg Town Board**

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

**April 22, 2021**

**WHEREAS**, the Town Planning Board, as SEQRA lead agency, issued a negative declaration of environmental significance and approved the Oak Hill 1, LLC and Oak Hill 2, LLC solar projects (the "Solar Projects"); and

**WHEREAS**, as a condition of the approvals issued for the Solar Projects, the Town requires the operator of the Solar Projects to enter into an agreement with the Town to set forth the terms and conditions governing the maintenance of visual landscape screening for the Solar Projects;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Duanesburg Town Board approves, and authorizes the Town Supervisor to sign, the attached Visual Screening Agreement.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of April 22, 2021

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

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

Present:

Absent:

Town Board Members:

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

# VISUAL SCREENING MAINTENANCE AGREEMENT

**THIS VISUAL SCREENING MAINTENANCE AGREEMENT** made the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Town of Duanesburg**, a municipal corporation duly established in Schenectady County with a principal place of business located at 5853 Western Turnpike, Duanesburg, NY 12056 (the "Town"), [**Oak Hill Solar I, LLC and Oak Hill Solar II, LLC**], limited liability companies formed under the laws of the State of New York with principal offices at 333 Broadway, Suite 460, Troy, NY 12180 (collectively referred to as the "Operator") and Richard B. Murray (the "Landowner"). The Town, Operator and Landowner may each be referred to herein as a "Party" and collectively as the "Parties".

## WITNESSETH

**WHEREAS**, the Operator intends to permit, construct, operate and maintain two solar energy facilities with battery storage with an aggregate size of 5 Megawatts of alternating-current nameplate capacity that will generate electric power (the "Project"), as shown on the Site Plans entitled "Proposed Site Plan Oak Hill Solar 1 and 2", prepared by Environmental Design Partnership LLP, last revised September 15, 2019, hereinafter the "Site Plans) on real property leased to the Operator, and more particularly identified hereto in **Schedule A**, and commonly known as 13590 and 13686 Duanesburg Road Delanson, NY (Tax Map Parcel # 74.00-2-5.1 and 75.00-2-5.2) in the Town of Duanesburg, Schenectady County, New York ("the Properties"); and

**WHEREAS**, as a condition of the approval of the Operator's application for a Special Use Permit under the Town's Local Law No. 1-2016, the Town requires that the Operator establish and maintain a visual screen composed of a mix of spruce and fir trees of approximate six to eight feet in height, planted twenty (20) feet on center on a staggered basis along the 1600 foot property boundary (the "Visual Screening"); and

**WHEREAS**, as a further condition of the approval of the Operator's application for a Special Use Permit under the Town's Local Law No. 1-2016, the Town requires that the Operator enter into this agreement with the Town to set forth the terms and conditions governing the Operator's maintenance of the Visual Screening.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto as set forth herein, the Town and the Operator agree as follows:

1. This Agreement binds the Operator, its successors and assigns to the maintenance standards and provisions set forth herein.
2. The Operator shall maintain and replace the Visual Screening, including, without limitation, the replacement of dead or dying trees, throughout the existence of the Project and until such time as the Project is decommissioned in accordance with the Decommissioning Agreement by and among the Operator, the Town and the Landowner dated March 11, 2021.

3. In addition to any other easements separately granted by the Operator to the Town, the Operator hereby grants a limited right of entry, ingress and egress to the Town, its agents and employees, over the Properties for the purpose(s) of maintenance, inspections, repairs of the Visual Screening, and/or the performance of the Operator's obligations under this Agreement. Prior to entering the Properties, the Town shall provide reasonable prior notice to the Operator of the date of inspection. No additional documents or filings shall be necessary to formalize the Town's access easement specified herein.
4. The Operator and Landowner agree that in the event the Visual Screening is not completely installed or maintained by Operator as required by the terms of this Agreement, the Town may enter the Properties and cause the Visual Screening to be completed and/or maintained as reasonably necessary upon notice to the Operator as provided for in Paragraph "7(c)," below, or may, at its option, direct that the Operator undertake and perform such measures. Such measures shall be commenced within five (5) days from the date written notice of such requirement is given to the Operator and shall be completed within ten (10) days from the date of such notice, unless the completion cannot reasonably be effectuated within the ten (10) day period due to weather, in which event the Operator shall have a reasonable amount of time for such completion provided the Operator commences such measures as soon as weather permits. The Town may also take actions to enforce this Agreement by way of specific performance and the costs associated with such action shall be charged to and payable on demand by the Operator.
5. To the fullest extent allowed by applicable law, the Operator hereby agrees to indemnify, defend and hold the Town, its affiliates and respective managers, members, officers, directors, employees and agents, harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) arising from or in relation to the negligence or willful misconduct of the Operator (or any person acting at its direction or on its behalf) in the performance of any inspections, maintenance, repairs and/or construction activities under this Agreement.
6. This Agreement shall be recorded in the Office of the County Clerk, County of Schenectady and, together with the deed for the property, if any, shall run with the land, and shall operate as an affirmative covenant of the Operator.
7. MISCELLANEOUS
  - a. No waiver or modification of any condition or limitation herein contained shall be valid unless in writing and duly executed by both Parties.
  - b. No waiver of any term or condition of this Agreement shall be deemed or constituted as a waiver of any other term or condition nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach concerning any provision of this Agreement.
  - c. Any notice, demand or other communication required to be given under this Agreement by either Party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail to the address of the other as given above, or by facsimile or electronic means such as electronic mail where delivery confirmation of the said notice can be readily printed without the requirement of administrative or judicial intervention.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

**TOWN:**

Town of Duanesburg

By: \_\_\_\_\_  
Name: Roger Tidball  
Title: Town Supervisor

**OPERATOR:**

Oak Hill Solar I, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Oak Hill Solar II, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANDOWNER:**

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

STATE OF NEW YORK )  
COUNTY OF SCHENECTADY ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared **Roger Tidball**, personally known to me or proved to me on the basis of satisfactory evidence to be the Town Supervisor of the Town of Duaneburg whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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NOTARY PUBLIC

**SCHEDULE "A"**

**DESCRIPTION OF PROPERTIES**