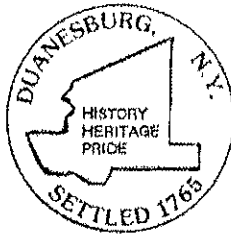


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



John D. Ganther, Council Member
Charles Leoni, Council Member
Francis R. Potter, Council Member
Jeffrey Senecal, Council Member

Thursday August 8, 2019
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Tidball, Council Members Ganther, Leoni, Senecal & Potter, Town Clerk Jennifer Howe, Town Attorney Terresa Bakner, Highway Superintendent Reed
Absent:

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Resolution 96-19: Council Member Leoni motioned, seconded by Council Member Potter to approve the Town Board Meeting minutes of Thursday, July 25, 2019.
Motion carried, 4 ayes Council Member Leoni abstained

Town Clerk, Jennifer Howe, read the Town Clerk's Report for July 2019 (see attached).

Supervisor Tidball read the Town Supervisor's Report for July 2019 (see attached).

Resolution 97-19: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

Vouchers to be Paid

August 8, 2019

General Fund: #223-235	\$26,527.96
SD#1: #102-108	\$3,886.39
SD#2: #114-119	\$2,776.01
SD#3: #72-78	\$1,234.75
Highway: #133-143	\$9,787.54
Total Vouchers to be Paid=	<hr/> \$44,212.65

Highway: Council Member Potter reported that the highway department replaced cross culverts on Koons and VanPatten Roads. Working on ditching on Vanpatten Rd. The Carver trucks from the Scotch Ridge Road culvert replacement did some damage on Mt. View and Carver repaired at no expense to the town. Superintendent Reed received a quote from Gorman that came in lower than expected. Reclamation on VanPatten, Tidball and South Shore patches next week. The whole seal on Mudge Rd. from last year didn't last through winter. Gorman is going to redo it under warranty; the town just has to provide the stone. Supervisor Tidball reported that he and Superintendent Reed have started talking about the possibility of upgrading our current highway garage. Just to get ideas and get the process started. The building inspector's truck engine seized. Superintendent Reed is going to look for a used motor and use it as a yard truck. John Deere is going to be getting a detailed plan on what we are looking at and all of our options.

Public Safety: Council Member Leoni had nothing to report.

Parks: Council Member Leoni reported that the 2019 Park Program had a very good turnout this year with approximately 35 kids there daily and one day bringing in 45 kids. There were approximately 5 children from Princetown at the program daily. Mr. & Mrs. Peters are doing most of the watering and taking care of the flowers at the point this summer. We will need to look into getting a water storage tank before next season.

Sewer District #1, 2 & 3: Council Member Senecal reported that they are doing some standard maintenance and in the process of chasing infiltration issues in SD#2. (see attached report)

Technology: Council Member Ganther reported that the email project is still in process. He is waiting to hear back from Omnis as to when we can finalize the switch over. There was a broadband committee meeting last night. NYS recently came to an agreement with Charter. Charter must pay a hefty fine and it extends the deadline out to September 2021. There is a buildout plan, but if you go on their website the information is redacted. Annabelle Felton has a meeting scheduled with Emily Silverberg from Paul Tonko's Office. We are still looking into the project on Mt. View/Arquette Way and have a meeting setup next week with the construction group. There has been some cable run on a section of Schoharie Turnpike between N. Mansion and Crow Hill. The next broadband committee is October 9th @ 6:30pm here at Town Hall.

Business Meeting:

Resolution 98-19: Council Member Potter motioned, seconded by Council Member Ganther to adopt Local Law No. 2 of 2019 entitled "A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-zone Tax Map Parcel No. 68.00-2-25.4 from Agriculture & Residential (R-2) and Commercial (C-1) to Agriculture & Residential (R-2) and Manufacturing & Light Industrial (C-2).".
Motion carried, 5 ayes

Resolution 99-19: Council Member Ganther motioned, seconded by Council Member Potter to authorize the Town Supervisor to enter into a professional Services Agreement with Municipal Assessment Services, LLC.
Motion carried, 5 ayes

Discussion: Council Member Ganther stated that Social Media is a hot bed for fake news now a days and our town board is not exempt from that, he was reading a post yesterday that said we had reached an agreement with an assessment company to come in and do a full assessment and raise everyone's taxes. We assure you that is not the intent of this resolution. It is simply to have an assessor available for folks in town. Supervisor Tidball stated that the appointed Assessor Mike McGuire is only available to be here one day a week, so this will allow for an assessor to be available in person to the residents two days a week. By having a part time appointed assessor and this assessment firm we are saving the town approximately \$5000/yr.

Resolution 100-19: Council Member Senecal motioned, seconded by Council Member Potter to do a budget transfer from budget line item 2801.01 in the amount of \$8380 to budget line item 71102.01.200.

Motion carried, 5 ayes

Resolution 101-19: Council Member Leoni motioned, seconded by Council Member Potter to do a budget transfer from budget line item 51302.03.100 in the amount of \$8000 to budget line item 51304.03.400.

Motion carried, 5 ayes

Resolution 102-19: Council Member Ganther motioned, seconded by Council Member Senecal to authorize the Town Supervisor to sign the Undertaking agreement with NYSDOT.

Motion carried, 5 ayes

Privilege of the Floor: Opened at 7:39 pm

John Peters of Quaker Street wanted to verify that there will be a water tank installed at the point before next season. Supervisor Tidball stated that we will make sure that Dale orders one.

Floor Closed: 7:41 pm

Supervisor Tidball motioned, seconded by Council Member Leoni to go into executive session to discuss personnel matters.

Motion carried, 5 ayes

Supervisor Tidball motioned, seconded by Council Member Potter to come out of executive session.

Motion carried, 5 ayes

8:23

Resolution 103-19: Supervisor Tidball motioned, seconded by Council Member Ganther to hold a Special Town Board Meeting on August 15, 2019 at 6 pm at Town Hall for the purpose of hearing a proposal for accounting services.

Motion carried, 5 ayes

Supervisor Tidball motioned, seconded by Council Member Senecal to adjourn the meeting.

Motion carried, 5 ayes

8:24

I, Jennifer Howe, 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 August 8, 2019 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Account#	Account Description	Fee Description	Qty	Local Share
		Park Rental Fee	1	40.00
	Building Permit Renewal	Building Permit Renewal	1	30.50
	Freedom Of Information	Freedom Of Information	194	48.50
	Misc. Fees	Certified Copies - Death	36	360.00
		Certified Copies - Marriage	1	10.00
		Photo Copies	13	1.95
	Operating Permit	Operating Permit	2	60.00
		Sub-Total:		\$550.95
2122	Connection Fee	Connection Fee	1	1,000.00
		Sub-Total:		\$1,000.00
A1255	Conservation	Conservation	6	11.04
		Sub-Total:		\$11.04
A2544	AFTER 30 DAYS	AFTER 30 DAYS	2	10.00
	Dog Licensing	Female, Spayed	24	336.00
		Male, Neutered	26	364.00
		Male, Unneutered	3	66.00
		Replacement Tags	2	10.00
		Sub-Total:		\$786.00
B2111	Permit	Permit	1	1,000.00
		Sub-Total:		\$1,000.00
B2555	Building Permits	Building Permits	16	2,855.00
		Sub-Total:		\$2,855.00
Total Local Shares Remitted:				\$6,202.99
Amount paid to: NYS Ag. & Markets for spay/neuter program				59.00
Amount paid to: NYS Environmental Conservation				188.96
Total State, County & Local Revenues:			\$6,450.95	
		Total Non-Local Revenues:		\$247.96

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jennifer Howe, Town Clerk, Town of Duanesburg during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

Monthly Statement of the Town Supervisor

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

Pursuant to Section 119 of Town Law, I hereby render the following statement of all money received and disbursed by this office during the month July 2019.

REVENUES

FUND	AMOUNT
GENERAL FUND	\$ 5,656.15
HIGHWAY FUND	\$ 153,100.39
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ 0.12
PARKLANDS	\$ 0.36
SERVICE AWARD	\$ 0.60
SEWER DISTRICT #1	\$ 8.46
SEWER DISTRICT #2	\$ 138.57
SEWER DISTRICT #3	\$ 10.22
TOTAL	\$ 158,914.87

DISBURSEMENTS

GENERAL FUND	\$ 61,022.82
HIGHWAY FUND	\$ 36,515.34
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ -
PARKLANDS	\$ -
SERVICE AWARD	\$ -
SEWER DISTRICT #1	\$ 7,898.87
SEWER DISTRICT #2	\$ 5,863.84
SEWER DISTRICT #3	\$ 2,542.11
TOTAL	\$ 113,842.98

Dated: August 8, 2019

Supervisor's Office
Town of Duanesburg

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

7/31/19

		Current	Monthly Amount	Amount	Budget	Variance	% Var
Fund: GENERAL FUND A							

Expenses

APPROPRIATION ACCOUNT

10101.1	1010.1 - Town Board PS	\$2,300.00	\$16,100.00	\$28,100.00	12,000.00		42.7%
10104.1	1010.4 - Town Board CE	\$0.00	\$427.10	\$500.00	72.90		14.6%
11101.1	1110.1 - Justices PS	\$4,345.61	\$34,635.23	\$67,074.00	32,438.77		48.4%
11102.1	1110.2 - Justices EQ	\$0.00	\$0.00	\$500.00	500.00		100.0%
11104.1	1110.4 - Justices CE	\$0.00	\$1,400.31	\$2,000.00	599.69		30.0%
12201.1	1220.1 - Supervisor PS	\$5,211.92	\$39,147.28	\$68,953.00	29,805.72		43.2%
12202.1	1220.2 - Supervisor EQ	\$0.00	\$185.75	\$0.00	(185.75)		0.0%
12204.1	1220.4 - Supervisor CE	\$0.00	\$662.83	\$1,000.00	337.17		33.7%
13401.1	1340.1 - Budget PS	\$0.00	\$0.00	\$5,000.00	5,000.00		100.0%
13551.1	1355.1 - Assessor P/S	\$4,735.88	\$35,870.45	\$57,250.00	21,379.55		37.3%
13552.1	1355.2 - Assessor E/Q	\$0.00	\$0.00	\$350.00	350.00		100.0%
13554.1	1355.4 - Assessor C/E	\$377.66	\$2,551.07	\$2,700.00	148.93		5.5%
13804.1	1380.4 - Audit	\$0.00	\$995.00	\$0.00	(995.00)		0.0%
14101.1	1410.1 - Town Clerk PS	\$5,680.00	\$43,993.71	\$75,660.00	31,666.29		41.9%
14102.1	1410.2 - Town Clerk EQ	\$0.00	\$24.75	\$1,000.00	975.25		97.5%
14104.1	1410.4 - Town Clerk CE	\$0.00	\$2,160.66	\$6,000.00	3,839.34		64.0%
14204.1	1420.4 - Attorney CE	\$2,554.95	\$11,696.72	\$35,000.00	23,303.28		66.6%
14402.1	1440.2 - Engineer E/Q	\$90.00	\$13,151.00	\$0.00	(13,151.00)		0.0%
14404.1	1440.4 - Engineer C/E	\$0.00	\$5,000.00	\$0.00	(5,000.00)		0.0%
14604.1	1460.4 - Records Management C/E	\$517.33	\$1,739.28	\$2,300.00	560.72		24.4%
16201.1	1620.1 - Buildings PS	\$1,600.07	\$8,334.67	\$9,500.00	1,165.33		12.3%
16202.1	1620.2 - Buildings EQ	\$0.00	\$7.96	\$500.00	492.04		98.4%
16204.1	1620.4 - Buildings CE	\$1,922.99	\$13,771.24	\$30,000.00	16,228.76		54.1%
16404.1	1640.4 - Central Garage CE	\$49.02	\$9,186.77	\$20,000.00	10,813.23		54.1%
16604.1	1660.4 - Central Storeroom C/E	\$18.39	\$811.94	\$2,000.00	1,188.06		59.4%

Operating Statement for the Period Ending

7/31/19

Year - To - Date

Current

Monthly Amount

Amount

Budget

Variance

% Var

16704.1	1670.4 - Central Print/Mail	\$425.27	\$1,019.27	\$10,000.00	8,980.73	89.8%
16802.1	1680.2 - Data Processing EQ	\$0.00	\$0.00	\$9,500.00	9,500.00	100.0%
16804.1	1680.4 - Data Processing CE	\$555.00	\$6,605.17	\$15,000.00	8,394.83	56.0%
19104.1	1910.4 - Unallocated Insurance	\$0.00	\$46,764.06	\$54,000.00	7,235.94	13.4%
19204.1	1920.4 - Municipal Association Dues	\$0.00	\$1,100.00	\$1,100.00	0.00	0.0%
19904.1	1990.4 - Contingency Account	\$0.00	\$0.00	\$20,000.00	20,000.00	100.0%
30204.1	3020.4 - Public Safety Communication System	\$0.00	\$21,500.00	\$43,000.00	21,500.00	50.0%
33104.1	3310.4 - Traffic Control CE	\$0.00	\$74.25	\$0.00	(74.25)	0.0%
35101.1	3510.1 - Dog Control PS	\$416.66	\$2,916.62	\$5,000.00	2,083.38	41.7%
35104.1	3510.4 - Dog Control CE	\$202.20	\$1,873.84	\$1,500.00	(373.84)	(24.9)%
40201.1	4020.1 - Regis. of Vital Stats PS	\$0.00	\$0.00	\$925.00	925.00	100.0%
45404.1	4540.4 - Ambulance CE	\$0.00	\$34,680.00	\$80,000.00	45,320.00	56.7%
50101.1	5010.1 - Supt. of Highway PS	\$4,433.32	\$34,295.66	\$57,663.00	23,367.34	40.5%
50104.1	5010.4 - Supt. of Highway CE	\$112.40	\$415.10	\$500.00	84.90	17.0%
60104.1	6010.4 Social Services C/E	\$0.00	\$3,000.00	\$3,000.00	0.00	0.0%
64104.1	6410.4 - Publicity CE	\$741.88	\$741.88	\$2,500.00	1,758.12	70.3%
67724.1	6772.4 - Programs for Aging CE	\$0.00	\$2,500.00	\$2,500.00	0.00	0.0%
70201.1	7020.1 - Recreation Administration P/S	\$1,200.00	\$1,200.00	\$3,000.00	1,800.00	60.0%
71101.1	7110.1 - Parks PS	\$577.21	\$2,400.40	\$8,500.00	6,099.60	71.8%
71102.1	7110.2 - Parks EQ	\$8,380.00	\$10,041.00	\$0.00	(10,041.00)	0.0%
71104.1	7110.4 - Parks CE	\$958.16	\$3,797.61	\$10,000.00	6,202.39	62.0%
73101.1	7310.1 - Youth Programs PS	\$2,835.48	\$2,835.48	\$7,200.00	4,364.52	60.6%
73104.1	7310.4 - Youth Programs CE	\$741.53	\$741.53	\$1,000.00	258.47	25.8%
75101.1	7510.1 - Historian PS	\$58.34	\$408.38	\$700.00	291.62	41.7%
75104.1	7510.4 - Historian CE	\$0.00	\$3,000.00	\$3,000.00	0.00	0.0%
75504.1	7550.4 - Celebrations CE	\$0.00	\$0.00	\$3,000.00	3,000.00	100.0%
81604.1	8160.4 - Refuse/Garbage CE	\$0.00	\$3,989.00	\$16,000.00	12,011.00	75.1%
90108.1	9010.8 - State Retirement	\$0.00	\$0.00	\$40,000.00	40,000.00	100.0%
90308.1	9030.8 - Social Security (Town Share)	\$2,296.33	\$15,553.24	\$29,493.00	13,939.76	47.3%
90408.1	9040.8 - Workers Comp.	\$0.00	\$0.00	\$12,000.00	12,000.00	100.0%
90608.1	9060.8 - Medical Insurance (Town Share)	\$0.00	\$44,486.70	\$51,000.00	6,513.30	12.8%
	Subtotal for APPROPRIATION ACCOUNT:	\$53,337.60	\$487,792.91	\$906,468.00	418,675.09	46.2%
	Subtotal for Expenses	\$53,337.60	\$487,792.91	\$906,468.00	418,675.09	46.2%

Operating Statement for the Period Ending

7/31

Year - To - Date

Current

Monthly Amount

Amount

Budget

Variance

% Var

Other Income

REVENUE ACCOUNT

1001.1	1001 - Real Property Tax	\$0.00	\$151,000.00	\$151,000.00	0.00	0.0%
1089.1	1089 - Other Tax Item	\$0.00	\$1,400.00	\$0.00	(1,400.00)	0.0%
1090.1	1090 - Real Property Tax Interest & Penalty	\$0.00	\$17,397.29	\$14,000.00	(3,397.29)	(24.3)%
1120.1	1120 - Non-Property Tax Distribution by County	\$0.00	\$0.00	\$325,315.00	325,315.00	100.0%
1255.1	1255 - Town Clerk Fees	\$91.08	\$1,102.06	\$2,500.00	1,397.94	55.9%
2001.1	2001 - Park and Recreation Charges	\$40.00	\$80.00	\$0.00	(80.00)	0.0%
2401.1	2401 - Interest & Earnings	\$456.88	\$4,053.74	\$500.00	(3,553.74)	(710.7)%
2501.1	2501 - Business & Occupational Licenses	\$0.00	\$300.00	\$0.00	(300.00)	0.0%
2544.1	2544 - Licenses	\$763.00	\$4,686.00	\$7,500.00	2,814.00	37.5%
2610.1	2610 - Fines, Forfeits of Bail	\$0.00	\$42,960.00	\$75,000.00	32,040.00	42.7%
2701.1	2701 - Refunds from Prior Years	\$0.00	\$737.44	\$0.00	(737.44)	0.0%
2706.1	2706 - Local Government Grant	\$0.00	\$100,000.00	\$0.00	(100,000.00)	0.0%
3001.1	3001 - State per Capita Aid	\$0.00	\$0.00	\$20,653.00	20,653.00	100.0%
3005.1	3005 - State Aid Mfg Tax	\$0.00	\$52,384.73	\$130,000.00	77,615.27	59.7%
3820.1	3820 - State Aid Youth Program	\$0.00	\$3,000.00	\$3,000.00	0.00	0.0%
Subtotal for REVENUE ACCOUNT:		\$1,350.96	\$379,101.26	\$729,468.00	350,366.74	48.0%
Subtotal for Other Income		\$1,350.96	\$379,101.26	\$729,468.00	350,366.74	48.0%
Net Amounts		(\$51,986.64)	(\$108,691.65)	(\$177,000.00)	(\$68,308.35)	61.4%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE

DUANESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

7/31/19

Current

Year - To - Date

Budget

Monthly Amount

Amount

Variance

% Var

Fund: GENERAL FUND B (TOWN OUTSIDE VILLAGE)

Expenses

APPROPRIATION ACCOUNT

80101.2	8010.1 - Zoning PS	\$5,766.05	\$50,063.18	\$97,622.00	47,558.82	48.7%
80102.2	8010.2 - Zoning EQ	\$150.00	\$150.00	\$1,000.00	850.00	85.0%
80104.2	8010.4 - Zoning CE	\$61.18	\$4,715.94	\$21,050.00	16,334.06	77.6%
80201.2	8020.1 - Planning PS	\$945.13	\$8,227.18	\$17,500.00	9,272.82	53.0%
80202.2	8020.2 - Planning EQ	\$50.00	\$50.00	\$1,000.00	950.00	95.0%
80204.2	8020.4 - Planning CE	\$270.00	\$2,717.10	\$7,000.00	4,282.90	61.2%
90108.2	9010.8 - State Retirement	\$0.00	\$0.00	\$17,500.00	17,500.00	100.0%
90308.2	9030.8 - Social Security (Town Share)	\$442.86	\$4,191.93	\$8,539.00	4,347.07	50.9%
90408.2	9040.8 - Workers Comp	\$0.00	\$0.00	\$2,000.00	2,000.00	100.0%
90608.2	9060.8 - Medical Insurance (Town Share)	\$0.00	\$5,286.35	\$25,000.00	19,713.65	78.9%
Subtotal for APPROPRIATION ACCOUNT:		\$7,685.22	\$75,401.68	\$198,211.00	122,809.32	62.0%
Subtotal for Expenses		\$7,685.22	\$75,401.68	\$198,211.00	122,809.32	62.0%

Other Income

REVENUE ACCOUNT

1120.2	1120 - Non-Property Tax Distribution by County	\$2,269.19	\$86,624.00	\$86,624.00	0.00	0.0%
1170.2	1170 - Franchise Fees	\$0.00	\$22,250.17	\$41,000.00	18,749.83	45.7%
2110.2	2110 - Zoning Fees	\$0.00	\$500.00	\$1,700.00	1,200.00	70.6%
2389.2	2389 - Other Home & Community Services	\$0.00	\$2,500.00	\$2,500.00	0.00	0.0%
2401.2	2401 - Interest & Earnings	\$0.00	\$0.00	\$75.00	75.00	100.0%
2555.2	2555 - Licenses & Permits	\$2,036.00	\$7,831.00	\$23,000.00	15,169.00	66.0%
Subtotal for REVENUE ACCOUNT:		\$4,305.19	\$119,705.17	\$154,899.00	35,193.83	22.7%
Subtotal for Other Income		\$4,305.19	\$119,705.17	\$154,899.00	35,193.83	22.7%

Operating Statement for the Period Ending

Current

7/31

Monthly Amount

Year - To - Date

Budget

Variance % Var

Net Amounts

(\$3,380.03)

\$44,303.49

(\$43,312.00)

(\$87,615.49) #####

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending

7/31/19

Current	Monthly Amount	Amount	Budget	Variance	% Var
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Fund: HIGHWAY FUND DA

Expenses

APPROPRIATION ACCOUNT

51301.3	5130.1 - Machinery PS	\$1,398.96	\$4,751.19	\$8,000.00	3,248.81	40.6%
51302.3	5130.2 - Machinery EQ	\$0.00	\$3,684.07	\$12,000.00	8,315.93	69.3%
51304.3	5130.4 - Machinery CE	\$2,423.25	\$26,777.83	\$25,500.00	(1,277.83)	(5.0)%
51421.3	5142.1 - Snow Removal PS	\$0.00	\$96,945.27	\$125,000.00	28,054.73	22.4%
51424.3	5142.4 - Snow Removal CE	\$0.00	\$48,107.31	\$60,000.00	11,892.69	19.8%
90108.3	9010.8 - State Retirement	\$0.00	\$0.00	\$23,000.00	23,000.00	100.0%
90308.3	9030.8 - Social Security (Town Share)	\$107.02	\$7,818.19	\$10,175.00	2,356.81	23.2%
90408.3	9040.8 - Workers Comp	\$0.00	\$0.00	\$17,000.00	17,000.00	100.0%
90558.3	9055.8 - Disability Insurance	\$0.00	\$0.00	\$200.00	200.00	100.0%
90608.3	9060.8 - Medical Insurance (Town Share)	\$0.00	\$39,761.45	\$50,000.00	10,238.55	20.5%
Subtotal for APPROPRIATION ACCOUNT:		\$3,929.23	\$227,845.31	\$330,875.00	103,029.69	31.1%
Subtotal for Expenses		\$3,929.23	\$227,845.31	\$330,875.00	103,029.69	31.1%

Other Income

REVENUE ACCOUNT

1001.3	1001 - Real Property Tax	\$0.00	\$315,543.00	\$315,543.00	0.00	0.0%
2130.3	2130 - Refuse and Garbage Charges	\$0.00	\$0.00	\$500.00	500.00	100.0%
2300.3	2300 - Transportation Services	\$0.00	\$14,707.00	\$14,707.00	0.00	0.0%
2401.3	2401 - Interest & Earnings	\$0.00	\$1,530.47	\$125.00	(1,405.47)	(1124.4)%
2680.3	2680 - Insurance Recoveries	\$0.00	\$7,809.00	\$0.00	(7,809.00)	0.0%
3960.3	3960 - State Aid Emergency Disaster Work	\$0.00	\$39,352.49	\$0.00	(39,352.49)	0.0%
Subtotal for REVENUE ACCOUNT:		\$0.00	\$378,941.96	\$330,875.00	(48,066.96)	(14.5)%
Subtotal for Other Income		\$0.00	\$378,941.96	\$330,875.00	(48,066.96)	(14.5)%

Operating Statement for the Period Ending		7/3	Year - To - Date		
Current	Monthly Amount	Amount	Budget	Variance	% Var
Net Amounts	(\$3,929.23)	\$151,096.65	\$0.00	(\$151,096.65)	0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending		7/31/19	Year - To - Date		
Current	Monthly Amount	Amount	Budget	Variance	% Var
Fund: HIGHWAY FUND DB (TOWN OUTSIDE VILLAGE)					

Expenses					
APPROPRIATION ACCOUNT					
51101.4	5110.1 - General Repairs PS	\$17,286.57	\$66,548.11	\$135,000.00	68,451.89 50.7%
51104.4	5110.4 - General Repairs CE	\$6,357.78	\$20,440.88	\$125,000.00	104,559.12 83.6%
51122.4	5112.2 - Permanent Improvement EQ	\$7,651.08	\$7,651.08	\$104,613.00	96,961.92 92.7%
90108.4	9010.8 - State Retirement	\$0.00	\$0.00	\$21,000.00	21,000.00 100.0%
90308.4	9030.8 - Social Security (Town Share)	\$1,290.68	\$4,902.31	\$10,328.00	5,425.69 52.5%
90408.4	9040.8 - Workers Comp	\$0.00	\$0.00	\$17,000.00	17,000.00 100.0%
90558.4	9055.8 - Disability Insurance	\$0.00	\$0.00	\$200.00	200.00 100.0%
90608.4	9060.8 - Medical Insurance (Town Share)	\$0.00	\$38,533.73	\$60,000.00	21,466.27 35.8%
Subtotal for APPROPRIATION ACCOUNT:		\$32,586.11	\$138,076.11	\$473,141.00	335,064.89 70.8%
Subtotal for Expenses		\$32,586.11	\$138,076.11	\$473,141.00	335,064.89 70.8%

Other Income					
REVENUE ACCOUNT					
1120.4	1120 - Non-Property Tax Distribution by County	\$152,633.13	\$342,477.28	\$353,701.00	11,223.72 3.2%
2300.4	2300 - Transportation Services	\$0.00	\$14,707.00	\$14,707.00	0.00 0.0%
2401.4	2401 - Interest & Earnings	\$467.26	\$895.41	\$120.00	(775.41) (646.2)%
3501.4	3501 - State Aid/CHIPS	\$0.00	\$158,040.71	\$104,613.00	(53,427.71) (51.1)%
3960.4	3960 - State Aid Emergency Disaster Work	\$0.00	\$68,075.01	\$0.00	(68,075.01) 0.0%
4960.4	4960 - Federal Aid Emergency Work	\$0.00	\$118,057.46	\$0.00	(118,057.46) 0.0%
Subtotal for REVENUE ACCOUNT:		\$153,100.39	\$702,252.87	\$473,141.00	(229,111.87) (48.4)%
Subtotal for Other Income		\$153,100.39	\$702,252.87	\$473,141.00	(229,111.87) (48.4)%
Net Amounts		\$120,514.28	\$564,176.76	\$0.00	(\$564,176.76) 0.0%

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE
 DUNESBURG, NY 12056
 (518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending				Year - To - Date	
Current				Budget	Variance % Var
Fund: CAPITAL PROJECTS- Van Patten Park H					
Other Income					
REVENUE ACCOUNT					
2401.10	2401 - Interest & Earnings	\$0.12	\$0.83	\$0.00	(0.83) 0.0%
Subtotal for REVENUE ACCOUNT:				\$0.00	(0.83) 0.0%
Subtotal for Other Income				\$0.00	(0.83) 0.0%
Net Amounts				\$0.83	(\$0.83) 0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending				Year - To - Date	
Current			7/31/19	Budget	Variance % Var
Fund: Delanson/Quaker Street SD#1 Operations					
Expenses					
APPROPRIATION ACCOUNT					
19904.66	1990.4 - Contingency Account	\$0.00	\$0.00	\$10,000.00	10,000.00 100.0%
81102.66	8110.2 - Sewer Administration EQ	\$0.00	\$0.00	\$1,000.00	1,000.00 100.0%
81104.66	8110.4 - Sewer Administration CE	\$137.87	\$9,642.61	\$9,200.00	(442.61) (4.8)%
81202.66	8120.2 - Sanitary Sewers EQ	\$0.00	\$0.00	\$8,000.00	8,000.00 100.0%
81204.66	8120.4 - Sanitary Sewers CE	\$72.59	\$5,666.05	\$15,000.00	9,333.95 62.2%
81301.66	8130.1 - Treatment/Disposal PS	\$4,443.49	\$34,248.59	\$59,102.00	24,853.41 42.1%
81302.66	8130.2 - Treatment/Disposal EQ	\$0.00	\$0.00	\$1,500.00	1,500.00 100.0%
81304.66	8130.4 - Treatment/Disposal CE	\$2,930.62	\$37,865.26	\$69,925.00	32,059.74 45.8%
90108.66	9010.8 - State Retirement	\$0.00	\$0.00	\$10,600.00	10,600.00 100.0%
90308.66	9030.8 - Social Security (Town Share)	\$314.30	\$2,426.02	\$4,522.00	2,095.98 46.4%
90408.66	9040.8 - Workers Comp	\$0.00	\$0.00	\$5,275.00	5,275.00 100.0%
90608.66	9060.8 - Medical Insurance (Town Share)	\$0.00	\$5,360.48	\$9,600.00	4,239.52 44.2%
97306.66	9730.6 - Bond Anticipation - Principal	\$0.00	\$129,000.00	\$129,000.00	0.00 0.0%
Subtotal for APPROPRIATION ACCOUNT:		\$7,898.87	\$224,209.01	\$332,724.00	108,514.99 32.6%
Subtotal for Expenses		\$7,898.87	\$224,209.01	\$332,724.00	108,514.99 32.6%
Other Income					
REVENUE ACCOUNT					
1001.66	1001 - Real Property Tax	\$0.00	\$309,399.00	\$309,399.00	0.00 0.0%
2401.66	2401 - Interest & Earnings	\$8.46	\$59.04	\$75.00	15.96 21.3%
2590.66	2590 - Permits - Septic	\$0.00	\$0.00	\$2,000.00	2,000.00 100.0%
Subtotal for REVENUE ACCOUNT:		\$8.46	\$309,458.04	\$311,474.00	2,015.96 0.6%
Subtotal for Other Income		\$8.46	\$309,458.04	\$311,474.00	2,015.96 0.6%

Operating Statement for the Period Ending 7/31				
Current	Monthly Amount	Amount	Budget	Variance % Var
Net Amounts	(\$7,890.41)	\$85,249.03	(\$21,250.00)	(\$106,499.03) #####

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending 7/31/19				Year - To - Date	
	Current	Monthly Amount	Amount	Budget	Variance % Var
Fund: Mariaville SD#2 Operations					
Expenses					
APPROPRIATION ACCOUNT					
19904.88	1990.4 - Contingency Account	\$0.00	\$0.00	\$5,000.00	100.0%
81102.88	8110.2 - Sewer Administration EQ	\$0.00	\$0.00	\$250.00	100.0%
81104.88	8110.4 - Sewer Administration CE	\$66.49	\$6,530.85	\$9,500.00	31.3%
81202.88	8120.2 - Sanitary Sewers EQ	\$0.00	\$0.00	\$5,000.00	100.0%
81204.88	8120.4 - Sanitary Sewers CE	\$1,535.97	\$21,987.63	\$25,500.00	13.8%
81301.88	8130.1 - Treatment/Disposal PS	\$3,107.71	\$23,947.05	\$40,499.00	40.9%
81302.88	8130.2 - Treatment/Disposal EQ	\$0.00	\$0.00	\$3,000.00	100.0%
81304.88	8130.4 - Treatment/Disposal CE	\$933.52	\$30,045.71	\$59,125.00	49.2%
90108.88	9010.8 - State Retirement	\$0.00	\$0.00	\$7,228.00	100.0%
90308.88	9030.8 - Social Security (Town Share)	\$220.15	\$1,695.79	\$3,098.00	45.3%
90408.88	9040.8 - Workers Comp	\$0.00	\$0.00	\$3,614.00	100.0%
90608.88	9060.8 - Medical Insurance (Town Share)	\$0.00	\$3,672.91	\$6,600.00	44.3%
97306.88	9730.6 - Bond Anticipation - Principal	\$0.00	\$0.00	\$160,000.00	100.0%
Subtotal for APPROPRIATION ACCOUNT:		\$5,863.84	\$87,879.94	\$328,414.00	73.2%
Subtotal for Expenses		\$5,863.84	\$87,879.94	\$328,414.00	73.2%

Other Income					
REVENUE ACCOUNT					
1001.88	1001 - Real Property Tax	\$0.00	\$326,314.18	(0.18)	0.0%
2401.88	2401 - Interest & Earnings	\$138.57	\$888.27	\$100.00	(788.3)%
2590.88	2590 - Permits - Septic	\$0.00	\$0.00	\$2,000.00	100.0%
Subtotal for REVENUE ACCOUNT:		\$138.57	\$327,202.45	\$328,414.00	0.4%
Subtotal for Other Income		\$138.57	\$327,202.45	\$328,414.00	0.4%

Operating Statement for the Period Ending		7/31	Year - To - Date		
Current	Monthly Amount	Amount	Budget	Variance	% Var
Net Amounts	(\$5,725.27)	\$239,322.51	\$0.00	(\$239,322.51)	0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending		7/31/19	Year - To - Date		
Current	Monthly Amount	Amount	Budget	Variance	% Var
Fund: Duanesburg SD#3 Operations					

Expenses					
APPROPRIATION ACCOUNT					
81102.77	8110.2 - Sewer Administration EQ	\$0.00	\$500.00	500.00	100.0%
81104.77	8110.4 - Sewer Administration CE	\$215.39	\$4,000.00	(3,813.05)	(95.3)%
81202.77	8120.2 - Sanitary Sewers EQ	\$0.00	\$3,000.00	(35,556.52)	(1185.2)%
81204.77	8120.4 - Sanitary Sewers CE	\$60.75	\$13,000.00	11,370.92	87.5%
81301.77	8130.1 - Treatment/Disposal PS	\$1,491.73	\$18,061.00	7,125.24	39.5%
81302.77	8130.2 - Treatment/Disposal EQ	\$0.00	\$500.00	500.00	100.0%
81304.77	8130.4 - Treatment/Disposal CE	\$667.98	\$21,175.00	15,825.84	74.7%
90108.77	9010.8 - State Retirement	\$0.00	\$3,224.00	3,224.00	100.0%
90308.77	9030.8 - Social Security (Town Share)	\$106.26	\$1,382.00	606.28	43.9%
90408.77	9040.8 - Workers Comp	\$0.00	\$1,611.00	1,611.00	100.0%
90608.77	9060.8 - Medical Insurance (Town Share)	\$0.00	\$2,800.00	1,162.61	41.5%
97306.77	9730.6 - Bond Anticipation - Principal	\$0.00	\$80,000.00	40,000.00	50.0%
Subtotal for APPROPRIATION ACCOUNT:		\$2,542.11	\$149,253.00	42,556.32	28.5%
Subtotal for Expenses		\$2,542.11	\$149,253.00	42,556.32	28.5%

Other Income					
REVENUE ACCOUNT					
1001.77	1001 - Real Property Tax	\$0.00	\$147,253.00	0.00	0.0%
2401.77	2401 - Interest & Earnings	\$10.22	\$0.00	(48.35)	0.0%
2590.77	2590 - Permits - Septic	\$0.00	\$2,000.00	740.00	37.0%
Subtotal for REVENUE ACCOUNT:		\$10.22	\$149,253.00	691.65	0.5%
Subtotal for Other Income		\$10.22	\$149,253.00	691.65	0.5%
Net Amounts		(\$2,531.89)	\$0.00	(\$41,864.67)	0.0%

TOWN OF DUNESBURG

5853 WESTERN TURNPIKE

DUNESBURG, NY 12056

(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending			7/31/19		
Current	Monthly Amount	Amount	Budget	Variance	% Var

Fund: TRUST & AGENCY FUND TE

Expenses					
APPROPRIATION ACCOUNT					
34108.97	3410.8 - Service Award - Employee Benefit	\$0.00	\$500.00	\$0.00	(500.00) 0.0%
	Subtotal for APPROPRIATION ACCOUNT:	\$0.00	\$500.00	\$0.00	(500.00) 0.0%
	Subtotal for Expenses	\$0.00	\$500.00	\$0.00	(500.00) 0.0%

Other Income					
REVENUE ACCOUNT					
2401.97	2401 - Interest & Earnings	\$0.60	\$3.99	\$0.00	(3.99) 0.0%
	Subtotal for REVENUE ACCOUNT:	\$0.60	\$3.99	\$0.00	(3.99) 0.0%
	Subtotal for Other Income	\$0.60	\$3.99	\$0.00	(3.99) 0.0%
	Net Amounts	\$0.60	(\$496.01)	\$0.00	\$496.01 0.0%

TOWN OF DUANESBURG

5853 WESTERN TURNPIKE
DUANESBURG, NY 12056
(518) 895-2331 Fax: (518) 895-8171

Operating Statement for the Period Ending				7/31/19		Year - To - Date	
Current				Monthly Amount	Amount	Budget	Variance % Var
Fund: TRUST & AGENCY FUND TA							
Other Income							
REVENUE ACCOUNT							
2401.99	2401 - Interest & Earnings			\$0.36	\$2.46	\$0.00	(2.46) 0.0%
Subtotal for REVENUE ACCOUNT:				\$0.36	\$2.46	\$0.00	(2.46) 0.0%
Subtotal for Other Income				\$0.36	\$2.46	\$0.00	(2.46) 0.0%
Net Amounts				\$0.36	\$2.46	\$0.00	(2.46) 0.0%

Monthly Report July 2019

Submitted by: Dale Warner 8/1/19

Cory & Andrew replaced wiring harness on 2007 truck short, no lights, no trailer lights, ground 7/28-7/30.

SD#1

Plant:

1. Andrew-Mowed WWTP & Access Rd. 7/2/19
2. Cory-Decant, Digester #2 24" Shut off #1 digester air. 7/6/19
3. Cory-Greased blowers 7/6/19
4. Cory-Decant, digester #2 19" changed valve from #1 to #2 digester 7/7/19
5. Andrew-Mowed WWTP & Access Rd. 7/9/19
6. Andrew & Tim-Clean & Inspect UV System 7/11/19
7. Andrew-Assisted Delaware Engineering with Samples for DEC Report 7/12/19
8. Andrew-Assisted Delaware Engineering with copies of all DMR reports from 2014 to present 7/19/19
9. Cory-Trimmed grass @ WWTP 7/21/19
10. Andrew-Mowed WWTP & Access Rd. 7/23/19

Collection System:

1. Cory pulled pump #1 @ Cole Rd. Pump station and replaced seal. 7/8/19

SD#2

Plant:

1. Cory-Trimmed grass at WWTP and Access Rd. 7/3/19
2. Cory-Greased blowers 7/6/19
3. Andrew-Mowed WWTP & Access Rd. 7/16/19
4. Cory-Trimmed grass at WWTP 7/20/19
5. Cory-Changed filter on Disc filter and greased Disc Filter. 7/21/19

Collection System:

1. Cory-Mowed Island Drive and S. Shore Rd. pump stations 7/2/19
2. Cory-320 S. Shore Rd. Residential Grinder pump check valve is leaking 7/20/19
3. Blue Diamond called to pump down S Shore Pump Station #1 7/25/19
4. Cory-S. Shore Pump Station #1 pulled Pump#1 and replaced gasket on check valve removed rags from bottom of pump. 7/25/19
5. Cory & Andrew-S. Shore Rd. Pump Station #1 replaced contactor on Pump #2 7/26/19

SD#3

Collection System:

1. Cory-Mowed and trimmed Fire house Pump Station 7/16/19

To: Roger Tidball, Town Supervisor and Town Board Members

From: Dale Warner, Building, Planning & Zoning

CODE ENFORCEMENT MONTHLY REPORT FOR July 2019

Building:

2 New One or Two Family Dwellings

1 Permit Renewals

New Residential Occupancies (not including one & two family)

4 Additions, alterations, repairs on existing residential dwellings

8 All Other Permits (pools, sheds, barns, garages, decks, plumbing etc.

1 Certificate of Occupancy - Residential

1 New Commercial/Industrial buildings

Permit Renewals

New Hazardous Occupancies

1 Additions, alterations, repairs on existing Commercial/Industrial/Hazardous buildings

Commercial Other

Demolition Permits

1 Operating Permits

1 Fire Safety and Property Maintenance (Public Assembly 50 or more)

Temporary Certificate of Occupancy

Certificate of Occupancy - Commercial

Stop Work Orders

2 Municipal Sewer Requests

Septic Systems / Repairs

Sign Permits

Violations

Zoning & Planning Applications:

Variance 1 McCauley
Home Occupations

Major Subdivisions
Minor Subdivision/Lot Line

Special Use Permits 1 Duaneburg NUEagle

Fees Charged:

Building Permits Fees	\$ 2945.50
Sewer District #1	1000.00
Sewer District #2	1000.00
Sewer District #3	
Planning / Zoning Fees	\$

Permit Detail By Month

7/1/2019 through 7/31/2019

Permit Type: Building Permit

July

Issue Date	Application # Reference #	Owner Name Location	Notes
07/01/2019	005900 67.05-1-7	Wilkie, Robert 5202 WESTERN TPKE	
07/01/2019	005899 67.05-2-13.1	Samuelson, Thomas A 6928 DUANESBURG RD	
07/08/2019	005910 65.00-1-31.132	Bartoszek, Stephen 690 GAGE RD	
07/08/2019	005911 67.00-2-28.13	1402 N MANSION RD	
07/11/2019	005915 80.00-1-9.41		
07/11/2019	005917 74.00-3-12.14	Desnoyers, Matthew 299 MARANTHA WAY	
07/18/2019	005919 34.00-2-16.1	Clark, William H Jr 3821 DUANESBURG CHURCHES RD	
07/18/2019	005920 34.00-2-16.1	Clark, William H Jr 3821 DUANESBURG CHURCHES RD	variance was granted 3/19/2019
07/24/2019	005924 81.00-1-7.2	823 BARTON HILL RD	Renewal based on 90% completion
07/24/2019	005926 67.00-3-19.31	Central Estate Properties, LLC 3882 WESTERN TURNPIKE	
07/25/2019	005927 68.00-1-31	McCauley, Lewis 3214 WESTERN TPKE	
07/25/2019	005928 75.00-3-21.132	Charlene Vice QUAKER LN	
07/25/2019	005930 67.00-2-34	Castilla, Sandra J 221 DUANE LAKE RD	
07/25/2019	005931 35.06-5-6	Relyea, Kenneth 155 SPRING RD	
07/25/2019	005903 68.00-3-29.1	Paige, Marjorie 539 MOTT RD	

Permit Detail By Month

7/1/2019 through 7/31/2019

07/26/2019	005933	Porter, Timothy
	35.10-1-11	456 S SHORE RD

07/26/2019	005939	Rogers, Thomas J
	35.05-2-10	8680 MARIAVILLE RD

Permit Detail By Month

7/1/2019 through 7/31/2019

Permit Type: Demolition Permit

July

Issue Date	Application #	Owner Name	Notes
	Reference #	Location	
07/18/2019	005918	Iveson, Jeff	
	75.28-3-5.1	1964-66 MAIN ST	

Permit Detail By Month

7/1/2019 through 7/31/2019

Permit Type: Appeal

July

Issue Date	Application #	Owner Name	Notes
	Reference #	Location	
07/16/2019	005943		
	68.00-1-31	3214 WESTERN TPKE	

Permit Detail By Month

7/1/2019 through 7/31/2019

Permit Type: Certificate of Occupancy

July

Issue Date	Application #	Owner Name	Notes
	Reference #	Location	
07/02/2019	005909	Daniel Dergotis	
	75.00-1-1.5	2256 THOUSAND ACRE RD	
07/02/2019	005913		
	75.00-1-1.15	Thousand Acre	
07/02/2019	005914		
	75.00-1-1.15	Thousand Acre	

Permit Detail By Month

7/1/2019 through 7/31/2019

Permit Type: Water and Sewer Service Request

July

Issue Date	Application #	Owner Name	Notes
	Reference #	Location	
07/25/2019	005929	Charlene Vice	
	75.00-3-21.132	760 QUAKER LN	
07/26/2019	005938	Rogers, Thomas J	
	35.05-2-10	8680 MARIAVILLE RD	

Permit Detail By Month

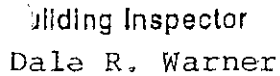
7/1/2019 through 7/31/2019

Permit Type: Special Exception

July

Issue Date	Application #	Owner Name	Notes
	Reference #	Location	
07/18/2019	005946		Assemble small pumps and Hydraulics
	67.05-2-4	5013 WESTERN TPKE	

SCHENECTADY COUNTY


$$201 \text{ miles} @ .58 = 116.58$$

201
TOTAL

Town of Duanesburg Town Board

RESOLUTION ADOPTING LOCAL LAW No. 2 of 2019

RESOLUTION NO. 98-2019

August 8, 2019

WHEREAS, Local Law No. 2 of 2019 was introduced on May 9, 2019 to amend the official Town Zoning Map to show tax map parcel 68.-2-25.4 (the "Property"), currently zoned partially as Agriculture & Residential District (R-2) and partially as Commercial (C-1) to be zoned partially as Agriculture & Residential District (R-2) and partially as Manufacturing & Light Industrial (C-2) (the "Proposed Local Law") as shown on the map attached to the Local Law; and

WHEREAS, Superior Housing, LLC, with the consent of the Property owners, William & Cynthia Miner, applied to the Town of Duanesburg Town Board to have the Property re-zoned; and

WHEREAS, the Town Board consented to the Town of Duanesburg Planning Board acting as lead agency for purposes of the SEQRA review and the Town of Duanesburg Planning Board has issued a negative declaration of environmental significance finding that no environmental impact statement will be required; and


WHEREAS, the local law and rezoning application was duly referred to the Town Planning Board, the Town Zoning Board of Appeals and the Schenectady County Planning Department and any comments provided were considered by the Town Board; and


WHEREAS, duly noticed public hearing was held on June 13, 2019 and all public comments have been considered by the Town Board;

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves local law no. 2 of 2019 amending the zoning map of the Town of Duanesburg as set forth in the attached local law and map.

BE IT FURTHER RESOLVED, that the official zoning map be revised to reflect this change and that the Local Law be filed by the Town Clerk as required by law.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 8, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: ALL
Absent:

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

TOWN OF DUANESBURG LOCAL LAW NO. 2 OF 2019

**A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF DUANESBURG
TO RE-ZONE TAX MAP PARCEL NO. 68.-2-25.4 FROM AGRICULTURE &
RESIDENTIAL (R-2) AND COMMERCIAL (C-1) TO AGRICULTURE &
RESIDENTIAL (R-2) AND MANUFACTURING & LIGHT INDUSTRIAL (C-2)**

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 “A Local Law Amending the Zoning Map of the Town of Duanesburg to Re-zone Tax Map Parcel No. 68.-2-25.4 from Agriculture & Residential (R-2) and Commercial (C-1) to Agriculture & Residential (R-2) and Manufacturing & Light Industrial (C-2).”

Section 2. Authorization.

This local law is enacted pursuant to the Municipal Home Rule Law and Article 16 of the Town Law of the State of New York.

Section 3. Purpose.

The Town of Duanesburg has received an application from the owner of tax map parcel #68.-2-25.4 to re-zone the property from Agriculture & Residential (R-2) and Commercial (C-1) to Agriculture & Residential (R-2) and Manufacturing & Light Industrial (C-2). The Town Board finds that this request for a zone change is consistent with the Comprehensive Plan and the character of the community at this location.

Section 4. Zoning Map Amendment

The Town of Duanesburg Zoning Map is hereby amended to show the change of tax map parcel #68.-2-25.4 from Agriculture & Residential (R-2) and Commercial (C-1) to Agriculture & Residential (R-2) and Manufacturing & Light Industrial (C-2), as set forth on the attached map.

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.

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 99-2019

August 8, 2019

WHEREAS, on May 30, 2019, the Town Board issued a request for municipal assessment / appraisal consulting services related to the review of the Town's 2019 tentative assessment roll (the "RFQ"); and

WHEREAS, after review of all proposals deemed responsive to the RFQ, the Town Board terminated the RFQ on July 19, 2019.

WHEREAS, subsequent to the issuance of the RFQ, the Town of Duanesburg Town Board (the "Town Board") appointed Michael McGuire as the Town Assessor (the "Assessor"); and

WHEREAS, the Assessor is only able to devote one day per week to the duties and responsibilities of the Assessor; and

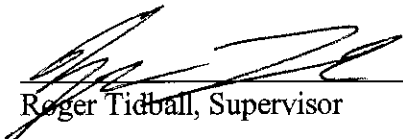
WHEREAS, the Town Board wishes to retain Municipal Assessment Services, LLC ("MAS") under a professional services agreement, a copy of which is attached hereto as **Exhibit A** (the "Professional Services Agreement"), to assist with the duties and responsibilities of the Assessor at the direction of the Assessor (the "Work"); and

WHEREAS, the amount to be paid to MAS for the Work is an amount not to exceed \$17,496 per year; and

WHEREAS, MAS has disclosed that Mr. Bonanno, the owner of MAS, is the uncle of Michael McGuire, the Town Assessor, and after carefully reviewing the Ethics Law of the Town of Duanesburg the Town Board does not find any provision of the Ethics Law that prevents the Town Board from retaining MAS;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Town Supervisor to enter the attached Professional Services Agreement with MAS.


By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 8, 2019.



Roger Tidball, Supervisor

8/8/19

Date



Town Clerk/Deputy Town Clerk

8/8/2019

Date

Present: **ALL**
Absent:

Town Board Members:

Roger Tidball	<input checked="" type="radio"/> Yea	Nay	Abstain
John Ganther	<input checked="" type="radio"/> Yea	Nay	Abstain
Rick Potter	<input checked="" type="radio"/> Yea	Nay	Abstain
Charles Leoni	<input checked="" type="radio"/> Yea	Nay	Abstain
Jeff Senecal	<input checked="" type="radio"/> Yea	Nay	Abstain

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

[ATTACHED]

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this "Agreement"), dated as of this 8th day of August 2019 (the "Effective Date"), by and between the **Town OF DUANESBURG**, a New York State municipal corporation with an address of 5853 Western Turnpike, Duanesburg, New York 12056 (the "Town"), and **MUNICIPAL ASSESSMENT SERVICES LLC**, a New York State limited liability company with an address of P.O. Box 16366, Albany, New York 12205 ("Consultant").

1. Independent Professional Services.

(a) The Town hereby retains Consultant to perform services for the Town, as described in the Scope of Services set forth on **Schedule 1** attached hereto and made a part hereof, upon the terms and conditions contained in this Agreement, and in compliance with all laws, rules and regulations applicable thereto (the "Services").

(b) This Agreement shall commence on the Effective Date and shall remain in effect until June 30, 2021, unless otherwise terminated by either party (the "Term"). Contractor may terminate this Agreement by such giving the Town written notice of termination at least thirty (30) days prior to the effective date of such termination. The Town may terminate this Agreement, at any time, upon written notice, regardless of whether Services have been completed. In the event that this Agreement is terminated by either party prior to Consultant's completion of all Services in accordance herewith, Consultant shall be paid for services provided through the date of termination only, the value of which shall be determined by the Town in the reasonable exercise of the Town's discretion.

(c) In consideration of the full and faithful performance by Consultant of the Services, the Town shall pay Consultant the fees in the amounts, and at the times, set forth on **Schedule 2** attached hereto and made a part hereof, subject, however, to the Town's right to terminate this Agreement, and to determine compensation, as set forth herein.

(d) The Town shall have the right to use Work Product (all references thereto, as hereafter defined) produced for or delivered to the Town by the Consultant in records, reports, products and other means, for any and all reasonable purposes. Consultant hereby grants the Town a royalty-free, non-exclusive right and license, with the right to sublicense, to reproduce, create derivative works from, publish and distribute any Work Product furnished to the Town under this Agreement in whole or in part alone or in combination with other works of the Town for any purpose. For purposes hereof, the term "Work Product" means all data and information that are generated, produced or derived by the Consultant in the performance of the Services during the term of this Agreement.

2. Independent Contractor.

(a) Consultant acknowledges and agrees that **CONSULTANT IS SOLELY AN INDEPENDENT CONTRACTOR AND CONSULTANT TO THE TOWN, AND NOT AN**

EMPLOYEE OF THE TOWN, and therefore is not entitled to any Town employment rights or benefits.

(b) In Consultant's capacity as an independent contractor for the Town, Consultant acknowledges, agrees, covenants and represents, as follows: (i) Consultant has the right to control and direct the means and methods of performing the Services; (ii) Consultant receives compensation from the Town only as set forth in this Agreement, and does not participate in benefits of any sort which the Town offers to its employees (including, without limitation, medical or health insurance plans, Section 401(k) retirement plans and other welfare or benefit plans that the Town may offer its employees from time to time); (iii) Consultant is responsible for paying all of Consultant's expenses; (iv) Consultant shall keep Consultant's equipment, materials, drawings and the like separate from any Town property and will not remove any Town property from the Town premises without the prior written approval of an authorized representative of the Town; (v) Consultant maintains a place of business at a location other than the premises of the Town and renders services to other persons; and (vi) Consultant will not require that Consultant be trained by the Town in the professional skills necessary to perform the Services, although the Town may give general directions and orientation instructions.

(c) Consultant acknowledges and agrees that **CONSULTANT DOES NOT HAVE AUTHORITY TO ENTER INTO CONTRACTS THAT BIND THE TOWN OR TO CREATE OBLIGATIONS ON THE PART OF THE TOWN WITHOUT THE PRIOR WRITTEN CONSENT OF THE TOWN, WHICH MAY BE WITHHELD IN THE TOWN'S SOLE AND ABSOLUTE DISCRETION.**

(d) Consultant shall provide Consultant's own invoices for payment, on its own letterhead, as provided in **Schedule 2** in order to receive compensation pursuant hereto.

(e) Consultant shall have full responsibility and liability for any and all taxes resulting from or in connection with the Services and this Agreement, including, without limitation, any and all applicable withholding taxes for all compensation paid to Consultant, its agents and employees, pursuant to this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's agents and employees, including state worker's compensation insurance coverage requirements. Consultant agrees to indemnify, defend and hold the Town harmless from and against any and all liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Town by the relevant taxing authorities with respect to any compensation paid to Consultant or Consultant's agents or employees.

3. Insurance. Consultant shall maintain liability insurance in customary amounts at all times during Consultant's work pursuant hereto. At a minimum, such insurance shall include (a) professional liability insurance covering Consultant, on an occurrence basis, in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, (b) general liability (including contractual liability) with a per occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage, and (c) Automobile Liability with a per

occurrence limit of not less than One Million Dollars (\$1,000,000) for bodily injury and One Million Dollars (\$1,000,000) for property damage. Consultant shall provide evidence of all such insurance to the Town prior to commencing any work pursuant hereto and also no later than the renewal date of all policies, which evidence shall be in form and substance satisfactory to the Town in the reasonable exercise of the Town's discretion.

4. Work Made For Hire.

(a) Contractor hereby agrees that all work in connection with the Services, including all developments, designs, inventions, software, improvements, trade secrets, trademarks, patentable or copyrightable subject matter or proprietary information that Contractor makes or conceives, either solely by Contractor or jointly with others and either on or off the Town's premises, relating to any actual or planned product, service or activity of the Town, or suggested by, or resulting from, any work performed by Contractor for the Town (a "Development") shall be considered to be "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.* and shall be owned exclusively by the Town. If any such Development, in whole or in part, is not construed to be a work made for hire, Contractor hereby assigns to the Town, and will in the future upon the Town's request confirm such assignment to the Town, all right, title and interest in such Development or part of such Development. Contractor has no proprietary interest in any Developments, including any patent, copyright, trademark and trade secret rights. Contractor shall provide necessary assistance to protect, enforce or perfect the Town's rights and interests in such patents, copyrights and trademarks and shall not register, file or obtain any patent, copyright or trademark relating to any of the Developments in its own name. To the extent that Contractor has any moral rights or similar rights in the Developments under the law of any jurisdiction, Contractor expressly waives those rights. Contractor waives any rights to ownership of the Developments or to prevent the Town from making modifications to the Developments as the Town deems necessary.

(b) Contractor represents and warrants to the Town that: (i) Contractor is or will be the sole author/creator of all of the Developments; (ii) Contractor has and shall have authority to grant, assign, and license the Developments to the Town; (iii) the Developments are and will not subject to any liens or other security interests; (iv) the Developments do and will not infringe the copyrights, patents, trademarks, or any other intellectual property or proprietary rights of any third person; (v) the Developments will be developed in a workmanlike, professional manner; (vi) the Developments will conform to the specifications set forth in **Schedule 1** to the extent applicable; (vii) the Developments will perform properly when run on the Town's operating systems, to the extent applicable; (viii) the Developments will not, on delivery, contain any viruses, bugs, worms, Trojan horses or other destructive devices; and (ix) that the Developments will be, and will remain for a period of not less than one (1) year from the date of delivery, free of defects or destructive devices of any kind, if applicable.

5. Confidential Information.

(a) Consultant acknowledges that in the course of performing the Services, Consultant may have access to Town confidential information (collectively, in its broadest sense, "Confidential Information"). Except as may otherwise be directed by the Town, in the Town's

sole and absolute discretion, Consultant agrees to keep in strict confidence, both during the Term of this Agreement and subsequent to termination hereof, and not disclose or divulge to any person, firm or corporation, or use directly or indirectly, for Consultant's own benefit or the benefit of others, any Confidential Information. Consultant shall require that its directors, officers, members, employees, agents and representatives adhere strictly to the same standard of non-disclosure imposed hereby on Consultant, and does hereby agree to indemnify the Town and hold the Town harmless from and against any unauthorized disclosure of Confidential Information by any such person occurring at any time. Upon termination of this Agreement, Consultant will turn over to the Town all documents, papers and other matter in its possession or under its control that relate to the Town.

(b) Consultant acknowledges that the unauthorized disclosure of any Confidential Information will give rise to irreparable injury to the Town, inadequately compensable in damages. Accordingly, the Town may seek and obtain injunctive relief against the breach or threatened breach of Consultant's promises made in this Agreement, in addition to any other legal remedies that may be available. Consultant further acknowledges and agrees that in the event of the termination of this Agreement, Consultant's experience and capabilities are such that Consultant can obtain a consulting arrangement or employment in business activities that are either (i) of a different or non-competing nature with its activities as a consultant for the Town, or (ii) are carried on in a different geographic location; and that the enforcement of a remedy under this Agreement by way of injunction will not prevent it from conducting its business and earning a reasonable livelihood. Consultant further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Town's legitimate business interests and are reasonable in scope and content.

6. **Indemnification**. Consultant shall indemnify and hold harmless the Town, as well as the Town's officers, directors, managers, employees, owners, agents and attorneys (each of the foregoing being hereinafter referred to individually as an "Indemnified Party"), from and against any and all claims, losses, expenses, costs, suits, injuries, complaints, causes of action and liabilities of any nature or kind whatsoever, including reasonable attorneys' fees and costs (collectively, the "Claims"), arising from or in connection with the performance by Consultant of the Services under this Agreement, including, but not limited to, any breach or threatened breach of any covenant, warranty or representation made by Consultant under this Agreement.

7. **Third-Parties**. Consultant shall not assign this Agreement, or any of its rights, duties or obligations hereunder, without the express written consent of the Town, which may be withheld in the Town's sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives and permitted successors and assigns. Nothing in this Agreement shall be deemed to create any right on the part of any person or entity not a party to this Agreement.

8. **Miscellaneous**.

(a) The article and paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(b) This Agreement shall be construed and enforced exclusively in accordance with the laws of the State of New York without reference to any conflict of law or choice of law principles that would defeat the application of New York law.

(c) If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

(d) This Agreement (including any recitals set forth herein and any exhibits or schedules attached hereto, all of which are expressly incorporated herein and deemed a material part hereof) contains the entire agreement between the parties relating to the subject matter hereof. All prior negotiations between the parties are merged into this Agreement, and there are no independent promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, by or between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties. No waiver by any party of any term or condition of this Agreement shall be binding unless the same shall be set forth in a writing signed by the parties expressly referencing this paragraph. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance, except as the same shall be set forth in a writing signed by the parties.

(e) Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail addressed to the party at such party's address set forth herein.

(f) This Agreement may be executed in counterparts and by each party hereto on a separate counterpart, all of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement. In the case of any such electronic delivery by a party, such party shall thereafter deliver an originally executed signature page to the other party, but the failure of any such delivery of an original shall not in any way affect the validity or binding effect of this Agreement, the parties hereto waiving any such objection or defense.

(g) EACH OF THE PARTIES DOES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM, CAUSE OF ACTION, LITIGATION, OR PROCEEDING BASED HEREON, RELATING HERETO, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT.

(h) Any dispute or controversy arising under this Agreement shall first be submitted to non-binding mediation conducted in Schenectady County, New York, as a prerequisite to judicial action; provided, however, that the foregoing shall not limit or restrict the right and ability of any

party to seek equitable relief in respect of any threatened or alleged breach of the terms and provisions hereof. The parties shall bear equally all administrative costs incurred in connection with any such mediation, including the mediator's fee. Subject to the foregoing, in the event of a breach of this Agreement by a party which becomes the subject of litigation, the losing party agrees to pay the reasonable fees and expenses of the prevailing party, including, but not limited to, attorneys' fees.

(i) Any and all rights and remedies herein provided shall be cumulative, and not exclusive of any other rights or remedies provided or available under applicable law.

(j) The parties have mutually participated in the negotiation and drafting of this Agreement either with the advice of independent legal counsel or with the opportunity to retain the same. As such, this Agreement shall not be more strictly construed against either party.

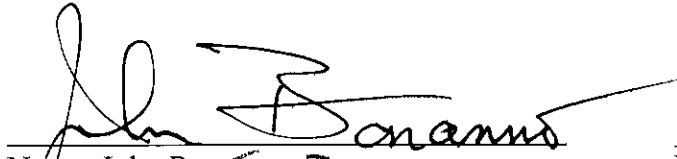
(k) Any provision hereof that requires or contemplates action or enforcement subsequent to termination hereof shall survive termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town and Consultant have duly executed this agreement as of the date first set forth above.

CONSULTANT:

**MUNICIPAL ASSESSMENT
SERVICES LLC**

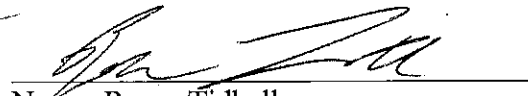


Name: John Bonanno Bonanno
Title: Program Specialist

Date: 8-13-19

TOWN:

TOWN OF DUANESBURG



Name: Roger Tidball
Title: Town Supervisor

Date: 8/21/19


Schedule 1

SCOPE OF SERVICES

Contractor shall provide professional assessment services to the Town at the direction of the Town's assessor.

Schedule 2

COMPENSATION FOR SERVICES RENDERED

Contractor shall be compensated at the rate of **Seventeen Thousand Four Hundred Ninety-Six and No/100 Dollars (\$17,496.00)** per year, to be paid in twelve monthly installments of **One Thousand Four Hundred Fifty-Eight Dollars (1,458.00)**. ~~The parties anticipate that the~~ Services provided under this Agreement shall take Contractor approximately ~~8~~ (8) hours a week to complete. Contractor must obtain the Town's prior written authorization prior to provide ~~Services in excess of () hours a week~~ 

Contractor shall provide the Town with a monthly invoice confirming: (i) the number of hours spent providing the Services; and (ii) a brief description of those Services provided. Contractor shall provide the Town with the monthly invoice within seven (7) days of the last day of the month. The Town shall then issue payment to Contractor within thirty (30) business days of its receipt and approval of Contractor's invoice.

Town of Duanesburg Town Board

RESOLUTION NO. 100 - 2019

WHEREAS, the Town of Duanesburg Town Board duly adopted a budget for the year 2019;

WHEREAS, the Town of Duanesburg Town Board has been requested by Dale Warner, Supervisor of Buildings & Grounds, for the Town of Duanesburg to transfer from budget line item 2801.01, an amount of \$8380, into budget line item 71102.01.200,

WHEREAS, the purpose of this transfer is to provide funds from the Parks account to the Park Equipment account to allow for the purchase of a piece of equipment, a trailer, to be used by the Town staff in park upkeep as well as other Town owned properties;

WHEREAS, the procurement policy of the Town has been followed in the identification of the equipment to be purchased;

NOW, THEREFORE, BE IT RESOLVED, that the budget transfer is approved for the purchase of the equipment.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 8, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: ALL
Absent:

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. 101 - 2019

WHEREAS, the Town of Duanesburg Town Board duly adopted a budget for the year 2019;

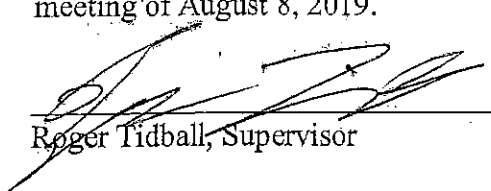
WHEREAS, the Town of Duanesburg Town Board has been requested by William Reed, the Town Highway Superintendent to transfer from budget line item 51302.03.200, an amount of \$8000, into budget line item 51304.03.400,

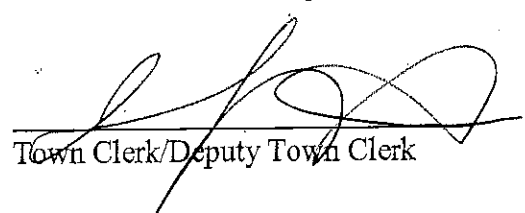
WHEREAS, the purpose of this transfer is to replenish budget line item 51304.03.400 for the following reason: Depletion of funds

WHEREAS, the Town Board has duly considered this request for a mid-year budgetary transfer and finds for the following reasons that it is warranted: shortfall in funds in budget line item 51304.03.400 due to long winter,

NOW, THEREFORE, BE IT RESOLVED, that the budget transfer is approved.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 8, 2019.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: ALL
Absent:

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. 102 - 2019

WHEREAS, the Town of Duanesburg Town Supervisor signed an Undertaking for the benefit of the New York State Department of Transportation on April 16, 2012;

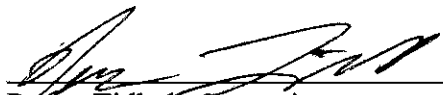
WHEREAS, NYSDOT has requested that a new, revised Undertaking be signed by the Town Supervisor;

WHEREAS, the Town, its employees, agents and contractors occasionally need to do work within highways under the jurisdiction of NYSDOT and the Undertaking is a requirement of NYSDOT;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Duanesburg hereby authorizes the Town Supervisor to sign the attached Undertaking with the understanding that this Undertaking replaces the one previously signed in 2012;

BE IT FURTHER RESOLVED, that the Town Clerk is directed to provide the Undertaking to the Town's insurance representative and that it be kept on file in the Town Offices.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of August 8, 2019.



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

Present: ALL
Absent:

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
Charles Leoni	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain



UNDERTAKING

For the benefit of

The New York State Department of Transportation

In connection with work affecting state highways

(For use by New York municipalities and federal agencies)

WHEREAS, the undersigned Town of Duaneburg (Municipality, County, Town, City or Village, or any agency of the federal government, hereinafter referred to as "Permittee") from time to time receives permits from the New York State Department of Transportation (hereinafter referred to as the "NYSDOT") and otherwise conducts activities and operations upon highways and/or within right-of-way controlled by the State of New York for such purposes as the obstruction, installation, construction, maintenance and/or operation of facilities; and

WHEREAS, Permittee's access and operation upon state right-of-way is conditioned upon compliance with Highway Law Sections 52, 103, 203 and/or 234, including the conditions that Permittee assume all responsibility for (a) the temporary control of all modes of traffic (including motorized and non-motorized travel) affected by Permittee's operations, (b) complete restoration of state facilities to their condition prior to permitted use or activity, and (c) all claims, damages, losses and expenses,

NOW, THEREFORE, in relation to all operations and/or actions undertaken within state right-of-way, Permittee hereby agrees to the following terms and conditions:

1. Permit Applications. Excepting only activities undertaken to protect public safety because of emergency conditions or incidents, Permittee shall provide timely written notice to NYSDOT of operations or activities affecting state right-of-way. Under normal circumstances, a minimum of five business days notice shall be provided. Notification of emergency activities shall be provided to NYSDOT as soon as practicable after the activity. The Permittee shall apply for project-specific permits for activities not allowed under any existing annual permit. Such application shall identify proposed project locations, desired dates/hours, proposed work/activities, traffic control, and site restoration

2. Applicable Rules, Regulations & Conditions. Permittee shall comply with all of the laws, rules and regulations applicable to construction, maintenance activities and operations and shall further comply with such terms and conditions that may be imposed by NYSDOT in connection with permitted activity or operations. Temporary Traffic Control, highway safety appurtenances, and restoration of state facilities shall be completed in accordance with NYSDOT regulations and standards.

3. Site Restoration. Permittee shall, at its own expense, promptly complete the work allowed under each permit and, within a reasonable time, restore State property damaged by its work/activities to substantially the same or equivalent condition as existed before such work was begun as determined by the Commissioner or his/her designee. In the event that the Permittee fails to so restore damaged State property within what the Commissioner deems to be a reasonable time, the Commissioner, after giving written notice to the Permittee, may restore the property to substantially the same or equivalent condition as existed before the Permittee's work/activities, in which case, Permittee agrees to reimburse the reasonable expenses in connection therewith.

4. Payment & Release of Liens. Permittee shall be responsible for the payment of all costs and materials relating to its work in the public right-of-way, and agrees to defend and save harmless NYSDOT against any and all lien claims made by persons supplying services or materials to Permittee in connection with Permittee's work.

5. Indemnity. In addition to the protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations, whether undertaken by Permittee's own forces or by contractors or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT, and their agents from and against all claims, damages, losses and expenses, including but not limited to, claims for personal injuries, property damage, wrongful death, and/or environmental claims and attorney fees arising out of any such claim, that are in any way associated with the Permittee's, activities or operations under any and all permits issued using this Undertaking.

FURTHERMORE, Permittee hereby warrants that the obligations of this Undertaking are backed by the full faith and credit of Permittee. Permittee may insure or bond any of the obligations set forth herein, or may rely upon self-insurance, budgeted funds, or funds for general operations.

This Undertaking shall be applicable to all permitted activities and operations undertaken after the date of execution and work initiated while this Undertaking is in effect. This Undertaking may be revoked by the Permittee or rejected by NYSDOT upon thirty days written notice but will continue to apply to all permitted activities/operations that were permitted by virtue of this Undertaking. Unless terminated for the purpose of future activities/operations, this Undertaking shall have a term of twenty (20) years and shall be kept on file to facilitate the issuance of future permits to which it will apply.

IN WITNESS WHEREOF, the Town of Duanesburg Town Board (Municipality-County, Town, City, Village or federal agency) agrees to the terms of this Undertaking, and has caused its execution by the authorized officer or employee (attach Resolution of Approval).


Authorized Agent

8/8/19
Date

Roger Tiddoll Supervisor
Print Name/Title

5853 Western Turnpike
Address

(518) 845-8920
Phone number

Duanesburg, New York 12056
Address

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e-mail