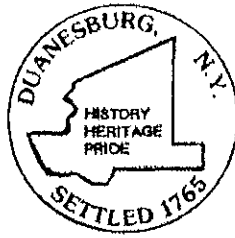


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



John D. Ganther, Council Member
Charles Leoni, Council Member
Randy Passonno, Council Member
Francis R. Potter, Council Member

Thursday December 14, 2017
Regular Town Board Meeting
Meeting Time: 7:00PM

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

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

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor Solomon

Presentation of Awards to Walt Miller and Charles Leoni

7:49pm

Public Comments on Agenda: Opened by Supervisor Tidball for public comments on agenda items listed in the Business Meeting section of the Agenda. Comments limited to 2 minutes per person.

No one wished to comment. Floor closed.

Resolution 155-17: Council Member on Leoni motioned, seconded by Council Member Passonno to approve the Agenda Meeting minutes of Thursday, November 2, 2017
Motion carried, 5 ayes

Resolution 156-17: Council Member Ganther motioned, seconded by Council Member Passonno to approve the Regular Town Board Meeting Minutes of Thursday, November 9, 2017
Motion carried, 4 ayes

Town Clerk, Jennifer Howe, read the Town Clerk's Report for November 2017 (see attached).

Supervisor Tidball read the Town Supervisor's Report for November 2017 (see attached).

Resolution 157-17: Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

Vouchers to be Paid December 14, 2017

Paid Before: #441-449	\$8,258.40
General Fund: #450-481	\$307,557.14
SD#1: #111-123	\$1,292.05
SD#2: #103-111	\$11,096.37
SD#3: #12-18	\$124,399.93
Highway: #157-174	\$9,921.33
In-House#9-10	\$103.30
Total Vouchers to be Paid=	\$244,710.86

Committee Reports

Highway: Superintendent Reed reports that there was no highway committee meeting last week. They are experimenting with a pretreatment of a salt/sand mix on a lot of our problematic roads and it seems to be quite successful.

Public Safety: Council Member Leoni stated that there has been no meeting.

Parks: Council Member Leoni stated that the Parks Committee had a meeting on the 5th. The park program has been running for 36 years. There was a discussion about putting a permanent stand at the point for a Christmas tree. The next meeting will be on February 6, 2018. Council Member Leoni read a

card given to the Park Program from Betsy Walsh thanking them for having such a great Park Program they really enjoyed it and will be back next year.

Sewer District #1, 2 & 3: Council Member Ganther reported that the Phase 1 improvements have been completed at SD#1 with the exception of the covers which should be arriving late January. Council Member Ganther read Dale's report (see attached) and gave thanks to the highway department with their help pulling the mixer from SBR#1 so that it could be cleaned out.

Bill Brown from Delaware Engineering updated the board on the progress of sewer district #3 see attached report.

Council Member Leoni gave thanks to the Town Board and past Supervisor Merrihew for the progress and completion of SD#3.

Technology: Council Member Gather reported that there will be a Public Hearing for the proposal of the Franchise Agreement on January 16, 2018 @ 7pm located at the Duanesburg YMCA.

Supervisor Tidball spoke on the expansion of broadband. We are still waiting on the government to release the Stage 3 funding results. We are hopeful that we will be able to get some of that. At our Organizational meeting in January we are looking to form a committee of residents and town board members to get the information we need from the residents and roads that are not covered currently. Spectrum allows for more money to be given towards running the wires for homes that have businesses within them.

Potential New Town Hall Options

The Board met with CT Male at the site on 2240 Western Turnpike to put together a renovation/modification plan to convert the Jehovah Witness building into a Town Hall. Nick from CT Male gave a presentation on remodel of 2240 Western Turnpike vs. improvements to existing Town Hall vs. Construction of a New Town Hall (see attached report).

Business Meeting:

Resolution 158-17: Council Member Ganther motioned, seconded by Council Member Potter to authorize payment to Brunswick Electric, Inc. in the amount of \$4,010.90.

Motion carried, 5 ayes

Resolution 159-17: Council Member Passonno motioned, seconded by Council Member Ganther to authorize payment to J Squared Construction Corporation in the amount of \$73,625.00.

Motion carried, 5 ayes

Resolution 160-17: Council Member Leoni motioned, seconded by Council Member Passonno to authorize a Public Hearing to take place on January 16, 2017 @ 7:00 pm @ Delanson YMCA in regards to the proposed renewal of the cable franchise agreement.

Motion carried, 5 ayes

Resolution 162-17: Council Member Potter motioned, seconded by Council Member Ganther to enter into a non-binding purchase option agreement to evaluate the suitability of improved property located at 2240 Western Turnpike to determine if it could potentially serve as the Town Hall.

Motion carried, 5 ayes

Resolution 163-17: Council Member Passonno motioned, seconded by Council Member Potter to authorize the End of Year meeting scheduled for December 29, 2017 @ 6:00 pm @ Duaneburg Town Hall.

Motion carried, 5 ayes

Resolution 164-17: Council Member Potter motioned, seconded by Council Member Ganther to authorize the Organizational Meeting scheduled for January 2, 2018 @ 6:30 pm @ Duaneburg Town Hall.

Motion carried, 5 ayes

Resolution 161-17: Council Member Potter motioned, seconded by Council Member Ganther to authorize a Public Hearing on Sewer District #3 to review the final project costs and bounds.

Motion carried, 5 ayes

Resolution 165-17: Council Member Leoni motioned, seconded by Council Member Passonno to authorize payment to clean Harbors in the amount of \$158,090.62

Motion carried, 5 ayes

Privilege of the Floor: Opened at 8:45pm

Richard Hoffman of Thousand Acre stated that it doesn't seem very cost effective to spend all that money for 200 sq ft. more. Supervisor Tidball stated that the main reason is for more room for the court. The board would be seeking grant money from the office of court administration. Richard Hoffman asked if we would be adding to the Jehovah Witness building and Supervisor Tidball stated that there are no plans at this time, but the potential is there for an addition down the line. Council Member Ganther stated that maybe we could scale down the addition proposal for the current Town Hall and add more to the remodel of the Jehovah Witness Building to see where the numbers work out to be then.

Frank Potter of Batter Street spoke how he sat on the Town Board in the 80's with Mr. Park and they discussed a remodel of Town Hall back then and a decision was made to remodel the cellar. This current

Town Hall building is antiquated and the highway garage should be condemned. We need to look towards the future of this town.

Paul Finnegan of Knight Road spoke of how he understands that the town can't fit a decent sized meeting or court in the current space. Brought up possibly making a separate building for just meetings and court or possibly renting out the church for court nights. With the highway garage should we be looking to see what we need in 20 years; is it better to go big now instead of a little now and then in 5-10 years needing to add more. Supervisor Tidball brought up that we are looking at other locations for a possible new highway garage and additional land where we could put a solar farm to cut down on expenses. The center of town is near Rick's Feed and Fuel and there are no potential properties in that area to centralize Town Hall in the center of Town.

Bill Park of Marnatha Way wants to be clear that he understands the need, but is not happy about the way the board is going about it. The NYS comptroller's website as of September 27th lists the Town of Duaneburg as still not having filed the annual report for 2016. Section 30 of the general municipal law states that the report is due by April 30th. He brought up the permissive referendum notice that was posted in regard to the purchase option for 2240 Western Turnpike and why it was done that way. Attorney Bakner spoke on why the resolution was subject to permissive referendum. Council Member Passonno asked Mr. Parks how much surplus was there when he was supervisor. Bill Park answered with the surplus ran about 25% when he was supervisor.

Council Member Leoni stated that if you run a lean budget where you have no reserves; then any purchase that you make or emergency that comes up needs to be bonded and bonding costs money to the taxpayers.

Jim Pneuman of Mt. View Lane spoke of how he had the pleasure of serving on this board through three different supervisors. Spoke of how when the residents vote for the board members there is a fair amount of trust that goes into that. We the taxpayers put you there to entrust in the decisions you make for this town and don't want to know about every little decision that is made. I agree with Mr. Potter that building down there is probably not at the greatest location, but it is a bargain. I just want to commend the board; thank you for doing a good job for us taxpayers and I would just assume you keep some surplus so we don't have to have 100% tax increases.

Rene Merrihew of McGuire School Road spoke on how great it was that so many people were in the audience and also wanted to commend the board for looking into the options that need to be looked into. She said that when she was here for some 14 years it was ridiculous to hold a meeting and when she pulled into the parking lot tonight she had to park off in the snow on the lawn and not even all the seats are full. The vault was full some 5 years ago when she left and she can't imagine where all the vital records are going. She stated how she was very glad to see that the surplus is being utilized for the things that people in town need in order to run an efficient government. She stated how it was great working with Charles on the board and Charles said likewise.

High School Student stated how our parking lot was unsafe and that there is no parking. If we are going to go ahead and get a new building he stated that we might as well have nice parking.

Charlie Parker of Esperance Station Road wanted to come in and state that the board is doing a really good job of keeping his taxes down. Asked the question on what would be done with the current Town Hall building if we were to move. Supervisor Tidball responded with that the board has reached out to people to see if there is any interest in renting or selling the building. He has reached out to the county to see if they wanted to use the highway garage as a possible salt shed for them.

Sarah Gwiazdowski of Alexander road talked about the proposed apartments across the street from her and wanted to ask the town board what the protocol was in town for dynamite blasting. They were blasting across the street today and her whole house shook. She is concerned with the progression of the project.

Council Member Potter wanted to state that he wasn't here to vote at the last minute on the budget, but he does fully support the budget. He is also fully behind the town purchasing the Jehovah Witness Building.

Ray Barry of Alexander road stated that if the opportunity is there for us to move Town Hall we would be crazy not to look at it while the opportunity is still there.

Supervisor gave Council Member Leoni one last thank you.

Council Member Leoni motioned, seconded by Council Member Passonno to adjourn the meeting. Motion carried, 5 ayes

Floor Closed: 9:30 pm

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, December 14, 2017 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056

Account#	Account Description	Fee Description	Qty	Local Share
		Special Use Permit	1	100.00
	Building Permit Renewal	Building Permit Renewal	4	155.00
	Marriage License Fee	Marriage License Fee	2	35.00
	Misc. Fees	Certified Copies - Death	6	60.00
	Operating Permit	Operating Permit	1	30.00
		Sub-Total:		\$380.00
2122	Connection Fee	Connection Fee	1	1,000.00
		Sub-Total:		\$1,000.00
A1255	Conservation	Conservation	11	49.94
		Sub-Total:		\$49.94
A2544	AFTER 30 DAYS	AFTER 30 DAYS	2	10.00
	Dog Licensing	Female, Spayed	19	266.00
		Male, Neutered	14	196.00
		Male, Unneutered	2	44.00
		Sub-Total:		\$516.00
B2555	Building Permits	Building Permits	6	820.00
	Other Permits	Other Permits	2	60.00
		Sub-Total:		\$880.00
			Total Local Shares Remitted:	\$2,825.94


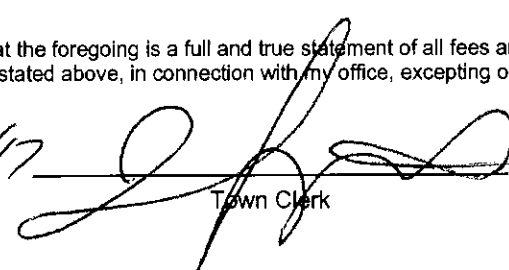
Amount paid to: NYS Ag. & Markets for spay/neuter program 39.00
Amount paid to: NYS Environmental Conservation 856.06
Amount paid to: State Health Dept. For Marriage Licenses 45.00

Total State, County & Local Revenues: \$3,766.00

Total Non-Local Revenues: \$940.06

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 Duaneburg 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

12/6/17 12/5/17

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 November 2017.

REVENUES

FUND	AMOUNT
GENERAL FUND	\$ 114,977.01
HIGHWAY FUND	\$ 448.02
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ 0.12
PARKLANDS	\$ 0.35
SERVICE AWARD	\$ 0.70
SEWER DISTRICT #1	\$ 4.71
SEWER DISTRICT #2	\$ 1.75
SEWER DISTRICT #3	\$ 67,152.09
TOTAL	\$ 182,584.75

DISBURSEMENTS

GENERAL FUND	\$ 106,611.70
HIGHWAY FUND	\$ 40,688.10
FIRE PROTECTION	\$ -
PARK & RECREATION	\$ -
PARKLANDS	\$ -
SERVICE AWARD	\$ -
SEWER DISTRICT #1	\$ 12,729.10
SEWER DISTRICT #2	\$ 19,944.45
SEWER DISTRICT #3	\$ 124,361.44
TOTAL	\$ 304,334.79

Dated: December 14, 2017

Supervisor's Office
Town of Duanesburg

Monthly Report December 2017

Submitted by: Dale Warner 12/1/17

Met with Cummings Representative for quote on Generator Maintenance. 11/1/17 see attachment.

SD#1

Plant:

1.

Collection System:

1. Changed filters at Cole Rd. Pump station, ran generator 11/13/17.
2. Check Generator motor heater problem heater not working 11/14/17

SD#2

Plant:

1. SBR#1 mixer fails to start- alarm on panel , on- going problem need to pull mixer 11/14/17
2. Highway Department pulled mixer from SBR#1 Sewer Staff cleaned out rags on bottom of mixer need to purchase grease fittings and replace broken fitting 11/29/17

Collection System:

1. Residential Grinder pump 197 Shore Rd. tested floats 11/4/17
2. Replaced Float on residential Grinder Pump at 197 Shore Rd. On Float 11/6/17
3. 159 & 160 Pump Station adjusted sensor on pump #1 11/6/17
4. Residential Grinder Pump 169 Mill Rd. replaced Alarm, On, and Off Floats 11/8/17
5. Residential Grinder Pump 197 Shore Rd. continued stuck float 11/9/17.
6. Checked Floats on 169 Mill Rd. Residential Pump Station 11/15/17
7. Residential Grinder Pump 2144 Weast Rd. Changed Alarm Float 11/17/17
8. Breaker kicked off at S Shore Pump Station #2 pump #1 11/20/17
9. Checked Shore Rd. manhole #41 (213 shore Rd.) for any blockage previously cleaned 11/20/17
10. Repaired bare wires and replaced On and Off floats Residential Grinder Pump 8126 Mariaville Rd. 11/22/17
11. 159 & 160 Pump Station Mission Control Alarm Panel needs replacement part ordered 11/27/17

SD#3

1. Sent out letter to residents concerning updated connection timeline and Sewer Charges 11/15/17
See attachment

November 15, 2017

Re: Sewer District #3 Update

Dear Resident,

As you know the Town of Duanesburg has been installing municipal sewers to the Hamlet of Duanesburg. The collection system is complete however modifications at the existing Waste Water Treatment Plant are not. These modifications should be completed by January 31, 2018.

The Town has to repay the debt incurred in financing this project therefore you will be billed on your January Tax Bill for the debt payment only. When you are allowed to obtain a permit to connect you will be required to pay for the permit (\$30.00) and a pro-rated Operation and Maintenance Charge.

You will be notified when we are able to start connecting to the Municipal Sewer System. We look forward to any questions or concerns you may have about the new sewer system.

Sincerely,

Roger Tidball,
Town Supervisor



11/3/2017

Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056
RE: Planned Maintenance Proposal

Dear Dale Warner,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

John Pecori

John Pecori
PM Territory Manager
Office: (518) 935-2881
Cell: (518) 915-5846
Email: john.pecori@cummins.com



Sales and Service

Cummins Inc.
101 Railroad Ave
Albany, NY 12205
Phone: (518)459-1710
Fax: (518)459-7815

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Town of Duanesburg 5853 Western Turnpike Duanesburg, NY 12056 Customer #: 23599 Payment Type: Pay As You Go	Name: Dale Warner Phone: (518) 895-2040 ex 108 Cell: Fax: (518) 985-8171 E-mail:	Quote Date: 11/3/2017 Quote Expires: 1/2/2018 Quote ID: QT-4869 Quoted By: John Pecori Quote Term: 3 Year

Site Name:30 Portable

(5853 Western Turnpike Duanesburg NY 12056)

Unit Name: 30 Portable
Make: Kohler
Model: 30REOZJB
S/N: 2110744
Size: 30kW
ATS Qty: 0
Notes:
WF NAPA 3531 LF Fleetguard
LF678

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$206.59	\$206.59
1	November	Full Service	1	\$461.75	\$461.75
1	November	Fuel Inspection	1	\$18.70	\$18.70
Year 1 Total:					\$687.04
2	March	Inspection	1	\$206.59	\$206.59
2	November	Full Service	1	\$461.75	\$461.75
2	November	Fuel Inspection	1	\$18.70	\$18.70
Year 2 Total:					\$687.04
3	March	Inspection	1	\$211.53	\$211.53
3	November	Full Service	1	\$476.83	\$476.83
3	November	Fuel Inspection	1	\$19.26	\$19.26
Year 3 Total:					\$707.62

The following riders are included for this unit on this quote:
With Full Service: Coolant Analysis - CL2P (Basic), Oil Analysis - BMP (Basic)

Site Name:40 Portable

(5853 Western Turnpike Duanesburg NY 12056)

Unit Name: 40 Portable
Make: Kohler
Model: 20REOZJB
S/N: 0737012
Size: 40kW
ATS Qty: 0
Notes:
WF Fleetguard FS19516 LB
Fleetguard LF678

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$206.59	\$206.59
1	November	Full Service	1	\$461.75	\$461.75
1	November	Fuel Inspection	1	\$18.70	\$18.70
Year 1 Total:					\$687.04
2	March	Inspection	1	\$206.59	\$206.59
2	November	Full Service	1	\$461.75	\$461.75
2	November	Fuel Inspection	1	\$18.70	\$18.70
Year 2 Total:					\$687.04
3	March	Inspection	1	\$211.53	\$211.53
3	November	Full Service	1	\$476.83	\$476.83
3	November	Fuel Inspection	1	\$19.26	\$19.26
Year 3 Total:					\$707.62

The following riders are included for this unit on this quote:
With Full Service: Coolant Analysis - CL2P (Basic), Oil Analysis - BMP (Basic)

Site Name: Cole Rd. Unit

(5853 Western Turnpike Duanesburg NY 12056)

Unit Name: Cole Rd Olympian

Make: Olympian

Model: D60P3

S/N: F5502D001

Size: 60kW

ATS Qty: 1

Notes:

Block Heater Not Working FF

Fleetguard FF167 LF Fleetguard
LF699

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$253.34	\$253.34
1	November	Full Service	1	\$589.93	\$589.93
1	November	Loadbank (1 Hrs)	1	\$353.50	\$353.50
1	November	Fuel Inspection	1	\$46.75	\$46.75
Year 1 Total:					\$1,243.52
2	March	Inspection	1	\$253.34	\$253.34
2	November	Full Service	1	\$589.93	\$589.93
2	November	Loadbank (1 Hrs)	1	\$353.50	\$353.50
2	November	Fuel Inspection	1	\$46.75	\$46.75
Year 2 Total:					\$1,243.52
3	March	Inspection	1	\$259.68	\$259.68
3	November	Full Service	1	\$607.89	\$607.89
3	November	Loadbank (1 Hrs)	1	\$361.91	\$361.91
3	November	Fuel Inspection	1	\$48.15	\$48.15
Year 3 Total:					\$1,277.63

The following riders are included for this unit on this quote:

With Full Service: Coolant Analysis - CL2P (Basic), Oil Analysis - BMP (Basic)

Site Name: Delaware WTP Kohler

(5853 Western Turnpike Duanesburg NY 12056)

Unit Name: Delaware WTP Kohler

Make: Kohler

Model: 150ROZJ

S/N: 0699150

Size: 150kW

ATS Qty: 1

Notes:

LF Fleetguard LF3567

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$253.34	\$253.34
1	November	Full Service	1	\$618.93	\$618.93
1	November	Loadbank (1 Hrs)	1	\$362.50	\$362.50
1	November	Fuel Inspection	1	\$46.75	\$46.75
Year 1 Total:					\$1,281.52
2	March	Inspection	1	\$253.34	\$253.34
2	November	Full Service	1	\$618.93	\$618.93
2	November	Loadbank (1 Hrs)	1	\$362.50	\$362.50
2	November	Fuel Inspection	1	\$46.75	\$46.75
Year 2 Total:					\$1,281.52
3	March	Inspection	1	\$259.68	\$259.68
3	November	Full Service	1	\$640.00	\$640.00
3	November	Loadbank (1 Hrs)	1	\$370.91	\$370.91
3	November	Fuel Inspection	1	\$48.15	\$48.15
Year 3 Total:					\$1,318.74

The following riders are included for this unit on this quote:

With Full Service: Coolant Analysis - CL2P (Basic), Oil Analysis - BMP (Basic)

Site Name: Duanesburg Rd. Onan

(5853 Western Turnpike Duanesburg NY 12056)

Unit Name: Duanesburg Rd. Onan

Make: Onan

Model: C45N6

S/N: F170200056

Size: 50kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$206.59	\$206.59
Year 1 Total:					\$206.59
2	March	Inspection	1	\$206.59	\$206.59

ATS Qty: 1

Notes:

2	November	Full Service	1	\$452.16	\$452.16
2	November	Loadbank (1 Hrs)	1	\$332.50	\$332.50
				Year 2 Total: \$991.25	
3	March	Inspection	1	\$211.53	\$211.53
3	November	Full Service	1	\$466.76	\$466.76
3	November	Loadbank (1 Hrs)	1	\$340.91	\$340.91
				Year 3 Total: \$1,019.20	

The following riders are included for this unit on this quote:

With Full Service: Coolant Analysis - CL2P (Basic), Oil Analysis - BMP (Basic)

Site Name: Mariaville Lake SD 2 WWTP

(5799 WESTERN TURNPIKE HIGHWAY DEPT DUANESBURG NY 12056)

Unit: Mariaville Lake SD 2

Name: WWTP

Make: Onan

Model: 180DGFC

S/N: A050736240

Size: 200kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	March	Inspection	1	\$253.34	\$253.34
1	November	Full Service	1	\$697.69	\$697.69
1	November	Loadbank (1 Hrs)	1	\$392.50	\$392.50
1	November	Fuel Inspection	1	\$46.75	\$46.75
				Year 1 Total: \$1,390.28	
2	March	Inspection	1	\$253.34	\$253.34
2	November	Full Service	1	\$697.69	\$697.69
2	November	Loadbank (1 Hrs)	1	\$392.50	\$392.50
2	November	Fuel Inspection	1	\$46.75	\$46.75
				Year 2 Total: \$1,390.28	
3	March	Inspection	1	\$259.68	\$259.68
3	November	Full Service	1	\$721.76	\$721.76
3	November	Loadbank (1 Hrs)	1	\$400.91	\$400.91
3	November	Fuel Inspection	1	\$48.15	\$48.15
				Year 3 Total: \$1,430.50	

The following riders are included for this unit on this quote:

With Full Service: Coolant Analysis - CL2P (Basic), Oil Analysis - BMP (Basic)

Year 1 Total:*	\$5,495.99
Year 2 Total:*	\$6,280.65
Year 3 Total:*	\$6,461.32

Total Agreement Amount:* **\$18,237.93**

**Quote does not include applicable taxes*



Sales and Service

Cummins Inc.
101 Railroad Ave
Albany, NY 12205
Phone: (518)459-1710

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Town of Duaneburg 5853 Western Turnpike Duaneburg, NY 12056 Customer #: 23599 Payment Type: Pay As You Go	Name: Dale Warner Phone: (518) 895-2040 ex 108 Cell: Fax: (518) 985-8171 E-mail:	Quote Date: 11/3/2017 Quote Expires: 1/2/2018 Quote ID: QT-4869 Quoted By: John Pecori Quote Term: 3 Year

Total Agreement Amount:*

\$18,237.93

*Quote does not include applicable taxes

Comment: Agreement would begin November 2017.

Total Agreement Amount Does Not Include Applicable Taxes. Please call (315) 437-2751 for invoice total prior to sending payment.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

☐ *80% of the EPS nameplate kW rating for 1 continuous hour

☐ Other - Please Specify _____

Please return signed agreement to:

Cummins Inc.

6193 Eastern Ave

Syracuse, NY 13211

Phone: (315) 437-2751

Fax: (315) 437-6596

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID: QT-4869)

Cummins Inc. Approval

Signature: _____

Signature: _____

Date: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins Inc. shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation. Cummins Inc. shall provide the Services in a safe and workmanlike manner. Cummins Inc. has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins Inc. will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins Inc.' operations. Customer shall provide Cummins Inc. safe access to Customer's site and arrange for all related services and utilities necessary for Cummins Inc. to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues that an electrical service interruption might cause, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services.

2. PAYMENT TERMS. If Customer has approved credit, as determined by Cummins Inc., payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins Inc. has under the law and charges that Cummins Inc. may levy against Customer under statute (including attorney fees and costs of collection), Cummins Inc. may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments. If Customer does not have approved credit payment shall be due immediately at the time of invoice.

3. DELAYS. Cummins Inc. shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins Inc.' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, labor disputes, and/or union mandated procedures resulting in a loss of time and productivity in services being performed.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins Inc.' obligation shall be limited to correcting the defective workmanship. Cummins Inc. shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins Inc. receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins Inc. has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins Inc. is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins Inc. expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins Inc. Some states do not allow limitation on warranties, so these limitations may not apply to you.

THE MAXIMUM LIABILITY, IF ANY, OF EITHER PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS INC.' INDEMNITY HEREUNDER, BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE SERVICES PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS INC. FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

6. INDEMNITY. Each party shall indemnify and hold harmless the other party, its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all third party losses, costs, liabilities, damages and expense, including reasonable attorney and expert fees (collectively, "Losses"), subject to the limitations on claims and damages in Section 5, attributable to bodily injury or property damage to the extent it is conclusively determined that such Losses were directly caused by the gross negligence or willful misconduct of such party. The party seeking indemnification shall give written notice to the other party promptly upon learning of the events giving rise to such claim; provided, however, that failure to provide such notice promptly shall only relieve an indemnifying party of its obligations hereunder to the extent it is prejudiced by such delay. The indemnifying party shall select counsel to control and manage the defense of a claim and the settlement thereof and shall keep the indemnified party apprised of all material developments with respect to such claim. The indemnified party may, at its expense, select additional co-counsel. The indemnifying party shall have no obligation to indemnify or hold harmless the indemnified party for any Losses conclusively determined to be caused by the negligence or willful misconduct of the indemnified party.

7. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins Inc. will provide to Customer a Certificate of Insurance evidencing Cummins Inc.' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins Inc.

11. IP. Any intellectual property rights created by Cummins Inc. in the course of the performance of any Agreement or otherwise shall remain Cummins Inc.' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins Inc.

12. MISCELLANEOUS. Cummins Inc. shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. Termination. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

Check Points for Annual Full Service Inspection

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Replacement of lubrication oil and filters
- Perform oil analysis (if applicable)
- Disposal of waste oil and filters
- Replacement of fuel filters
- Replacement of water filters
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level (coolant sample analysis)
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible
(same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses

Check Points for Minor Inspections

- Battery condition including cleaning of the terminals and adding water, if needed
- Battery charger operation and charge rate, adjustment if necessary
- Inspection of coolant hoses, lubricant and fuel line hoses
- Test coolant system inhibitor level
- Test antifreeze protection level
- Inspect water pump and all belts
- Visually inspect fuel plumbing and fuel tank
- Inspect air filter and intake system
- Inspect exhaust system
- Functional testing of engine, generator set, including shutdowns, alarms and crank cycling
- Adjustment of engine governor and voltage regulator, if necessary
- Recording and verifying unit is running with proper temperature, pressures, and engine speed
- Check engine operation noting any unusual conditions of performance
- Function testing of automatic transfer switch, switchgear and/or annunciator, if possible (same location / on site)
- Check generator brushes and slip ring (if applicable), stator, lead splices, and circuit breaker
- Inspection of block heater and hoses



DELAWARE
ENGINEERING, D.P.C.
CIVIL AND ENVIRONMENTAL ENGINEERING

TOWN OF DUANESBURG, NY
TOWN BOARD MEETING
December 14, 2017
Report on Sewer District #3 Project

1. Project Status

- Work for the new SD#3 collection system is completed
- All piping installed, pump station installed including pumps and electrical components
- Pumps and controls, and new generator were started up and worked appropriately
- Will request Town Board declare contract TD1-G-16 and substantially completed effective 10/31/2017
- General contractor has submitted summary of additional work for which they are requesting payment, and final quantities have been reconciled
- Total additional cost ~\$140 - \$150k, approx. 7% over base bid cost. Additional costs associated with rock removal, additional services, relocating grinder pumps further into lots to allow for gravity connection to homes, additional drainage and ditch restoration work required by NYSDOT, drainage work at fire dept (Fire dept to reimburse for cost of piping)
- Electrical contractor submitted payment request for \$4,010.90
- Final project costs, including SD#3 collection system (2 contracts), Delanson WWTP rehab (2 contracts), and engineering costs estimated in range of \$3.2 - \$3.3 million. Debt service to be ~\$2.3 million (project cost less grants awarded)
- Easements to be obtained for grinder pump stations (22 installed)
- Conference call with EFC finance team held on 11/14. Public hearing to be scheduled for announcement of final project costs and district bounds
- EFC site review held on 11/15, minor comments/action items, awaiting written report

2. Delanson Plant

- Short Term Improvements work underway. All work completed with exception of covers. Materials to be delivered this month.
- NYSDEC issued extension until 1/31/2018
- Recommend change order be issued to construction contract to modify contract times
- Contractor submitted third payment request in the amount of \$73,625
- Engineering report prepared for Long Term Improvements at Delanson WWTP and submitted to NYSEFC for consideration in providing funding (listing on 2018 Intended Use Plan)
 - Scope is to install a new equalization tank, fine screen, upgraded disinfection equipment and automated control system (SCADA) with estimated cost of \$1.57 million

- 2018 IUP issued yesterday, project assigned score of 48 points

3. Van Patten Park Restrooms

- Plans being revised to allow for modular construction

4. Duane Lake

- Preliminary Engineering Report prepared and submitted to NYSDEC/NYSEFC for consideration in providing funding (listing on the 2018 Intended Use Plan)
 - Scope is to form a new sewer district with a collection system to serve the homes along Duane Lake (anticipate mostly grinder stations) and treatment in a new subsurface leech field which would need to be constructed and land acquired to site. Estimated cost is \$5.2 million
 - 2018 IUP issued yesterday, project assigned score of 87 points

5. Attachments

- None

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DELAWARE
ENGINEERING, D.P.C.
CIVIL AND ENVIRONMENTAL ENGINEERING

December 13, 2017

Roger Tidball, Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, New York 12056

RE: Centralized Sewers for the Hamlet of Duanesburg
Amendment to the Map, Plan and Report

Dear Supervisor Tidball,

This amendment to the Map, Plan and Report dated January 8, 2014 has been prepared in response to changes in the project parameters.

An additional 1,800 feet of piping was added to the project along Route 7, east of the Hamlet of Duanesburg, during construction which extended sewers to additional homes within the Hamlet. A list of all the parcels within District No. 3 is enclosed.

As a result of the addition of piping along Route 7 and the additional upgrade work required for the wastewater treatment plant, the overall project cost has increased from \$3,000,000 to \$3,300,000.00. Although the total project cost has increased above the amount specified in the Bond Resolution, the final cost to the typical user has decreased from \$1,050 to \$900 annually. This decrease is a result of the Town of Duanesburg acquiring additional grant monies to help fund the project. A breakdown of final costs is shown below.

Town of Duanesburg - New Sewer District #3 - Final Cost Estimate	
Project Cost	\$3,300,000
Awarded Grant Funding	
NYSEFC -WIIA Grant	\$750,000
Schenectady Metroplex Development Authority	\$156,000
DASNY - SAM Grant	\$50,000
Amount to be Financed	\$2,344,000
Estimated Annual Debt Service (30 years, 0%)	\$78,133
Debt Service EDU's	155
Debt Service Cost/EDU	\$504
Estimated Annual O&M Cost	\$50,500
O&M EDU's	127.5
O&M Cost/EDU	\$396
Estimated Cost/EDU	\$900

28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 – 518.452.1290 / 518.452.1335 (fax)
8-12 DIETZ STREET, SUITE 303, ONEONTA, NY 13820 - 607.432.8073 / 607.432.0432 (fax)
6 TOWNSEND STREET, WALTON, NY 13856 – 607.865.9235 (phone and fax)
31 NORTH MAIN STREET, LIBERTY, NY 12754 – 845-747-9952 (phone only)

Since the District was formed EFC has approved financing of the project at 0-percent interest for 30-years. The net effect of the cost increase and the savings in finance charges will actually lower the projected cost to users. Nevertheless, due to the increased funding amount the Town would need to authorize an increase to the maximum amount to be expended and a decrease in the cost to the typical property. All other project parameters remain unchanged.

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

Sincerely,

Respectfully,

DELAWARE ENGINEERING, D.P.C.

A handwritten signature in black ink, appearing to read "Bill Brown", with a long horizontal flourish extending to the right.

Bill Brown, P.E.





Enclosures
SD#3 Map

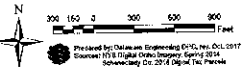
Cc: Roger Tidball – Town of Duanesburg Supervisor (w/enclosures)
File (w/enclosures)

DELAWARE ENGINEERING, P.C.

TOWN OF DUANESBURG
SEWER DISTRICT #3
SCHENECTADY COUNTY, NEW YORK

Legend

-  Sewer District #3
-  Sanitary Sewer
-  Force Main
-  Pump Station



YORK HALL

PUMP STATION

**HAMLET AREA
CLOSE-UP**



TOWN OF DUANESBURG**TOWN HALL IMPROVEMENTS & EVALUATION**

COST ESTIMATE SUMMARY - December 14, 2017

JEHOVAH'S WITNESS BUILDING

SQ. FOOTAGE: 4,250

SUBTOTALS		\$197,708.60	
GENERAL CONDITIONS	5%	\$9,885.43	
CONTRACTORS OVERHEAD AND PROFIT	20%	\$39,541.72	
CONTINGENCY	10%	\$19,770.86	
Building/Property Purchase Cost		\$256,000.00	
COST PER SQUARE FOOT		\$123.04	
Architecture/Engineering Fees (12%)		\$32,028.79	

EXISTING TOWN HALL - ADDITIONS & IMPROVEMENTS

EXISTING SQ FOOTAGE: 4,260

PROPOSED ADDITION: 3,888

TOTAL SQ. FOOTAGE: 8,148

		2008 COST	2018 INFLATED COST
SUBTOTALS		\$906,907.10	\$1,085,888.52
GENERAL CONDITIONS	5%	\$45,345.36	\$54,294.43
CONTRACTORS OVERHEAD AND PROFIT	20%	\$181,381.42	\$217,177.70
CONTINGENCY	10%	\$90,690.71	\$108,588.85
COST PER SQUARE FOOT		\$150.26	\$179.92
Architecture/Engineering Fees (12%)		\$146,918.95	\$175,913.94

NEW TOWN HALL

EXISTING SQ. FOOTAGE: 4,260

PROPOSED ADDITION: 4,240

TOTAL SQ. FOOTAGE: 8,500

SUBTOTALS		\$1,229,310.00	
GENERAL CONDITIONS	5%	\$61,465.50	
CONTRACTORS OVERHEAD AND PROFIT	20%	\$245,862.00	
CONTINGENCY	10%	\$122,931.00	
COST PER SQUARE FOOT		\$195.24	
Architecture/Engineering Fees (12%)		\$199,148.22	