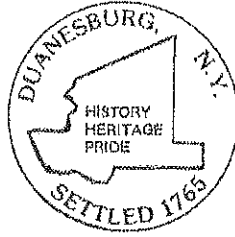


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday December 27, 2018
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Tidball, Council Members Leoni and Potter, Town Attorney Terresa Bakner,
Deputy Town Clerk Brandy Fall

Absent: Council Members Ganther and Senecal

Pledge of Allegiance

Prayer/Moment of Reflection offered by Pastor McHeard

Resolution 189-18: Council Member Leoni motioned, seconded by Council Member Potter to approve the Town Board Meeting minutes of Thursday, December 13, 2018.

Motion carried, 3 ayes

Resolution 190-18: Council Member Potter motioned, seconded by Council Member Leoni to pay the following claims:

Motion carried, 3 ayes

Vouchers to be Paid

December 27, 2018

General Fund: #419-462	\$56,275.02
SD#1: #129-140	\$10,773.70
SD#2: #135-145	\$7,877.44
SD#3: #23	\$33.69
Highway: #205-222	\$9,844.34
Total Vouchers to be Paid=	<hr/> \$84,804.19

Committee Reports

Highway: Council Member Potter reported that they have been out cleaning up the roads, including on Christmas Day. And that they are ready for tomorrows pending storm. Truck #13 had the spreader chain break on it but has since been fixed. The Loader had a leak in a tire which has also since been fixed. The bucket on the loader is rotted out. Supervisor Tidball stated that after the 1st of the year they can continue discussions on possibly leasing a new loader.

Public Safety: Council Member Leoni stated that there was nothing new to report at this time.

Parks: Council Member Leoni stated that there was nothing new to report at this time.

Sewer District #1, 2 & 3: Council Member Potter reported that everything is normal at SD#1 & SD#2. Bill Brown from Delaware Engineering reported that they have fixed all the issues with the force main on the laterals for SD#3. The last one that broke was actually from a snow plow hitting the curb stop when the homeowner

plowed. There was discussion as to how to prevent this from happening again and placement of the curbstops. They have put a marker there for now to help prevent this from being hit again. Bill also reported that Vacri, the contractor would like to close out the project. Attorney Bakner stated that she would like to see the extended warranty before closing out. The extended warranty should be for one more year on all the force main laterals (that is from the bridge up and three in the hamlet).

Technology: Supervisor Tidball reported that Verizon hooked up their first customer in the area on Bernie Smith Road. Verizon is still looking to expand in our area. Verizon wanted it to be clear that Verizon FIOS is broadband service only, they are not providing television services. Supervisor Tidball stated that residents can go to www.nysbroadband.ny.gov to check their serviceability. Annabel Felton of the Broadband Committee stated that the franchise agreement has been pushed off and that out of the 14 towns, Duanesburg is the only one that has not signed it. She also stated that Charter is not providing the speeds they have promised. She stated that the next Broadband Committee meeting will be Wednesday January 9th, 2019 at 6:30 p.m. downstairs at Town Hall.

Business Meeting:

Resolution 191-18: Council Member Potter motioned, seconded by Council Member Leoni to approve the resolution authorizing the Town Supervisor to enter the amended Professional Services Agreement. Motion carried, 3 ayes

Resolution 192-18: Council Member Potter motioned, seconded by Council Member Leoni to authorize the Town Supervisor to execute the revised amendment to the option agreement for 2261 Western Turnpike. Motion carried, 3 ayes

Resolution 193-18: Council Member Leoni motioned, seconded by Council Member Potter to approve and authorize the Town Supervisor to execute the amended fire protection contracts. Motion carried, 3 ayes

Resolution 194-18: Supervisor Tidball motioned, seconded by Council Member Potter to hold a special Town Board meeting on December 31st, 2018 @ 8:00 a.m. at Town Hall for the purpose of doing budget transfers for 2018. Motion carried, 3 ayes

Resolution 195-18: Supervisor Tidball motioned, seconded by Council Member Potter to amend the January 3rd, 2019 meeting that was previously scheduled to January 1st, 2019 @ 6 p.m. for the swearing in ceremony and organizational meeting at Town Hall. Motion carried, 3 ayes

Privilege of the Floor: Opened at 7:31 pm

No one wished to comment

Floor Closed: 7:32 pm

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

Motion passed, 3 ayes

Meeting adjourned at 7:34pm

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday December 27, 2018 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 194-2018

December 27, 2018

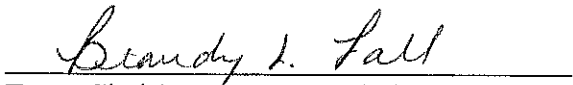
WHEREAS, the Town Board has entered into a Professional Services Agreement with Delaware Engineering dated March 2, 2017 to provide engineering services for the Duanesburg Sewer District No. 3; and

WHEREAS, the Town and Delaware Engineering wish to amend the Professional Services Agreement to memorialize the inspection services provided during the construction phase of Duanesburg Sewer District No. 3;

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

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of December 27, 2018.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

12/27/18
Date

12/27/2018
Date

Present: Supervisor Tidball, Council Member Leoni, Council Member Potter
Absent: Council Member Ganther and Council Member Senecal

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

This an **EXHIBIT**, consisting of 2 pages,
To the **Agreement between Owner and Engineer**
for Professional Services dated 3/2/2017.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: /2018.

Background Data

Effective Date of Owner-Engineer Agreement: 3/2/2017

Owner: Town of Duanesburg, NY

Engineer: Delaware Engineering, D.P.C.

Project: Town of Duanesburg Wastewater System Improvement Project (SD#3)

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Professional services agreement issued 3/2/2017 for the Town's Sewer District #3 project was for design, permitting, and bidding services. Additional services required to assist with project construction, notably construction management and onsite construction inspection. Project budget to be modified to include additional costs to account for these services.

Design Task	Not to Exceed Cost
Design, Permitting, and Bidding Services	\$300,000
Construction Services	Not to Exceed Cost
Construction Management and Onsite Construction Inspection	\$200,000
Total	\$500,000

Agreement Summary:

Original agreement amount:	\$ 300,000
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 200,000
Adjusted Agreement amount:	\$ 500,000

Change in time for services (days or date, as applicable): N/A

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C. The parties acknowledge and agree that the Owner has paid the amended cost of \$200,000.00 to Engineer and that this Amendment memorializes the change in services referenced herein. By executing this Amendment, Engineer acknowledges receipt of the entire Adjusted Agreement amount of \$500,000.00.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: Roger Tidball

Title: Town Supervisor

Date Signed: _____

By: _____
Print
name: Mary Beth Bianconi

Title: Partner

Date Signed: _____

Scope of Services

Construction Management:

These services are conducted by design/office staff.

1. Advise NYSDOH and NYSEFC in writing of the construction schedule and schedule to commence construction.
2. Review and process contractor shop drawings and submittals (e.g., piping materials, layout drawings, technical information for materials and equipment, etc.) as necessary to confirm that the contractor is providing the required items.
3. Maintain two files for each prime contract containing contractor shop drawings and submittals. Provide one copy to the Town for use during construction and for future record purposes.
4. Prepare for and attend a preconstruction meeting with Town personnel, regulatory personnel, and awarded contractors to review status of project. NYSDEC and NYSEFC will be invited to attend this meeting.
5. Design engineering staff will ~~periodically~~routinely visit the project site(s) to review progress of work.
6. Prepare construction progress reports and coordination meeting agendas including sign in sheets and project contact list and circulate to the Town and contractor.
7. Attend construction progress and coordination meetings to review the project progress and address issues with prime contractors and the Town. Coordinate the timing for the ~~meeting~~meetings to allow review of the draft contractor payment requests with the contractor.
8. Prepare a memo (i.e., minutes to the meeting) for each construction progress and coordination meeting, with sign-in sheet and project contact list as attachments, and circulate to the Town and contractors.
9. Review and process monthly contractor payment request including review of the draft "pencil" copy of the AIA forms, generation of final AIA payment request cover sheet form and spreadsheet form to substantiate the costs.
10. Submit recommendation for payment letter, with cost information (e.g., AIA forms, cost summary spreadsheet, etc.), for each contractor payment request to the Town.
11. Process project change orders.
12. Conduct Final Inspection with the Town, NYSDEC, NYSEFC, & NYSDOT (if they choose to attend) and the contractors to confirm that the work has been successfully completed and to develop a punch list of remaining work if needed. Contractor will complete remaining work before submitting final payment request.
13. Prepare contract close-out package, including the certificate of substantial completion, contractor's affidavit of release of liens and final payment request and forward to the contractor and Town for processing. Forward fully executed copies to Town and contractor.
14. Develop letter and forward to NYSDEC, with copy to NYSEFC, certifying that the project was constructed in accordance with the plans and specifications complete and include the Engineer's Certification of Completed Works form.

15. Prepare for and attend monthly Town Board Meetings at Town Hall to apprise the Town of project activities.

Deliverables:

- Construction commencement/schedule letter to NYSDEC, NYSDOT, & NYSEFC
- Contractor Payment Requests – to Town
- Submittals/Shop Drawing Files – one copy to Town and one copy to onsite representative, one copy remains in Engineer's office
- Change Orders – to Town and NYSEFC and NYSDEC
- Contractor Closeout package
- Construction certification letter

On-Site Construction Inspection

1. Provide regular on-site construction inspection services as the work proceeds.
2. Costs billed to the Town will be based upon actual on-site hours.
3. On-site representative will observe construction activities and contact Town Personnel to review progress regularly.
4. On-site representative will complete daily reports (forms will be provided by Delaware) and maintain them in a three-ring binder.
5. On-site representative will take daily, digital, date stamped, job photos and incorporate paper print outs of select photos into the daily report binder with the respective daily report. A digital copy of all photos will be forwarded to the Town at the completion of work.
6. Annotate and maintain one set of contract drawings to record as-built conditions and any changes. Provide to office staff at completion of work to facilitate preparation of as-builts.
7. Attend preconstruction, progress, and final inspection meetings.

Site Visits:

- To work site during construction

Deliverables:

- Daily report binder with daily reports and project photographs
- Markup of contract drawings - for as-built preparation to Engineer

Except as may be otherwise expressly provided for in this Amendment, the terms, provisions, covenants, stipulations, conditions, rights, obligations and remedies set forth in the Contract are hereby ratified, accepted, agreed to, assumed by and imposed upon the parties hereto.

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. 192018

December 27, 2018

WHEREAS, the Town Board is evaluating the suitability of approximately 5 acres of improved property located at 2261 Western Turnpike, Duanesburg, New York 12056 (tax map parcel number 68.00-2-41.1) to determine if it could potentially serve as a new Town Highway Garage for the Town of Duanesburg as the existing Town Highway Garage is deficient in many respects; and

WHEREAS, the Town Board has entered into a non-binding option agreement with the owner of the property, Saydra Doyle, to allow the Town Board enough time to evaluate the suitability of the property; and

WHEREAS, the proposed purchase price of the facility, if the option is exercised by the Town Board, is \$700,000, which is consistent with the value set forth in the accepted Bauer appraisal obtained by the Town Board; and

WHEREAS, the Town Board wishes to extend the option agreement for at least six (6) months to allow the Town Board to continue to evaluate the suitability of the property and undertake its due diligence in making a decision whether to commence the process of purchasing the property; and

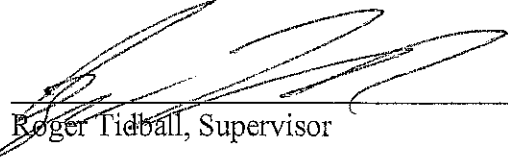
WHEREAS the cost of extending the non-binding option to purchase is \$10,000, and pursuant to the terms of the option agreement, the option cost shall be applied to the purchase price should the option be exercised; and

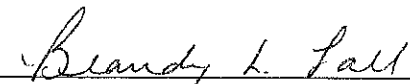
WHEREAS, notwithstanding the above, the Town is not bound by the option agreement to purchase the property and will need to resolve to exercise the option to purchase the property in the future.

WHEREAS, this proposed action is a Type II action pursuant to the NYS Environmental Quality Review Act because entering into the option agreement does not bind the Town Board to purchase the property but merely allows the Town Board the time to study the property and to undertake the preliminary planning and budgetary processes necessary to determine if the property should be purchased to serve as the new Town Highway Garage.

NOW, THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute the revised amendment to the option agreement, attached hereto, including any subsequent non-substantive changes, extending the option agreement for at least (6) months.

By (unanimous/majority) vote of the Town Board of the Town of Duaneburg at its regular meeting of December 27, 2018.


Roger Tidball, Supervisor


Brandy Fall, Deputy Town Clerk

12/27/18
Date

12/27/2018
Date

Present: Councilmember Leoni, Councilmember Potter, Supervisor Tidball
Absent: Councilmember Ganther + Councilmember Senecal

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	Yea	Nay	Abstain

**FIRST AMENDMENT TO
OPTION AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AGREEMENT (this “**Amendment**”) is made this ___ day of December 2018 (the “**Effective Date**”) by and between **SAYDRA DOYLE** having an address of 2730 W. Lydius Street, Schenectady, New York 12306 (“**Seller**”) and **TOWN OF DUANESBURG**, a municipality organized and existing under the laws of the State of New York, with its office located at 5853 Western Turnpike, Duanesburg, New York 12056 (“**Purchaser**”). Individually, Purchaser and Seller may be referred to herein as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

A. Seller and Purchaser entered into that certain option agreement dated the 26th day of July 2018, and fully executed by the parties on August 9, 2018 (the “**Option Agreement**”) whereby Seller granted Purchaser an option to purchase certain real property known as a parcel consisting of approximately 5.31 acres of improved land located at 2261 Western Turnpike, Town of Duanesburg, County of Schenectady, State of New York, Tax map number 68.00-2-41.1, such real property being more particularly described on Exhibit A attached to the Option Agreement along with such right, title and interest, if any, that is appurtenant to the real property described on Exhibit A in and to the following: any land lying in the bed of any existing, dedicated street, road or alley, all strips and gores adjoining thereto and all appurtenances, rights, easements, rights-of-way, covenants, tenements, hereditaments and other rights incident thereto, including, without limitation, any right or option to acquire or benefit from any future easement or right-of-way to the extent that such rights and interests may benefit such real property (collectively, the “**Land**”), together with all improvements, situated thereon and all right, title and interest of Seller in and to all other improvements, driveways, landscaping, paving, walkways, plumbing and heating pipes and fixtures situated thereon that they may benefit such improvements, situated thereon and/or used in connection therewith to the extent that they may benefit such improvements, (collectively, the “**Improvements**”), (the Land and Improvements being hereinafter sometimes referred to collectively as the “**Option Property**”).

B. The Initial Option Period commenced on August 9, 2018 and will expire on February 9, 2019.

C. The Parties now desire to amend the Option Agreement to allow for the extension of the Initial Option Period by Purchaser, in its sole discretion, for an additional period of eight (8) months in accordance to the terms and conditions set forth in this Amendment.

NOW, THEREFORE in consideration of ONE DOLLAR (\$1.00), lawful money of the United States, paid by Purchaser, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.

2. Amendments. Effective as of the Effective Date, this Amendment modifies and amends the Option Agreement as follows:

A. Term of Option. The parties hereto stipulate and agree that Section 4 of the Option Agreement entitled "Term of Option" is hereby deleted in its entirety and replaced with the following:

"Section 4. Term of Option. The Option shall be exercisable by Purchaser at any time during a period of six (6) months commencing upon the date that this Agreement is fully-executed by the Parties (the "**Initial Option Period**"). Purchaser may, in its sole discretion, extend the Initial Option Period for an additional eight (8) months (the "**Extended Option Period**," and together with the Initial Option Period, the "**Option Period**") by providing written notice to Seller in the manner set forth in Section 11 of this Agreement prior to the expiration of the Initial Option Period and simultaneously delivering to Seller an additional non-refundable payment of \$10,000.00 (the "**Additional Option Consideration**"), which shall be credited to Purchaser against the Purchase Price (as defined in Section 5 of this Agreement) at closing should Purchaser exercise the Option. In the event Purchaser fails to timely exercise this Option in accordance with Section 6 of this Agreement during the Initial Option Period, or, if applicable, the Extended Option Period, this Option shall expire and be deemed null and void except that Seller shall retain the Option Consideration and, if applicable, the Additional Option Consideration. The parties acknowledge and agree that in the event Purchaser exercises its right to extend the Initial Option Period, as set forth above, the initial Option Consideration shall not be credited against the Purchase Price."

B. Purchase Price. The parties hereto stipulate and agree that Section 5 of the Option Agreement entitled "Purchase Price" is hereby amended by adding the following to the end

"or the Additional Option Consideration, as applicable."

C. Exhibit B. The parties hereto stipulate and agree that Section 2.1 of the Form of Purchase Agreement set forth in Exhibit B to the Option Agreement is hereby deleted in its entirety and replaced with the following:

"2.1 Purchase Price. The purchase price for the Property shall be SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) (the "Purchase Price"), subject to adjustments and prorations as set forth herein and further subject to a credit, in favor of Purchaser, in the amount of the Option Consideration or, if applicable, the Additional Option Consideration, as set forth in the Option Agreement (any reference to the Option Consideration in this Agreement shall be deemed to include the Additional Option Consideration, as applicable)."

3. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together

shall constitute one and the same instrument. A facsimile or other electronic signature shall be deemed an original signature for purposes of this paragraph.

4. Ratification. Except as may be otherwise expressly provided for in this Amendment, the terms, provisions, covenants, stipulations, conditions, rights, obligations and remedies set forth in the Option Agreement are hereby ratified, accepted, agreed to, assumed by and imposed upon the parties hereto. In the event there is a conflict between the terms of this Amendment and the terms of the Option Agreement, the terms of this Amendment shall control.

5. Purchaser's Authority. Purchaser has been authorized to enter into this Agreement by resolution of the Town Board.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Seller and Purchaser have signed this Amendment on the day and year first above written.

PURCHASER:

TOWN OF DUANESBURG

By: Roger Tidball
Its: Supervisor

SELLER:

Saydra Doyle

STATE OF NEW YORK)

) ss.:

COUNTY OF SCHENECTADY)

On this ____ day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared **Roger Tidball**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

) ss.:

COUNTY OF SCHENECTADY)

On this ____ day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared **Saydra Doyle** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

TOWN OF DUANESBURG TOWN BOARD

RESOLUTION 193 - 2018

December 27, 2018

WHEREAS, the Town has established Fire Protection District No. 2 and Fire Protection District No. 3 (the "Fire Protection Districts"); and

WHEREAS, the Town, pursuant to Town Law § 184, must provide for the furnishing of fire protection within the Fire Protection Districts; and

WHEREAS, the Town currently contracts with Mariaville Volunteer Fire Department, Inc. for fire protection services in Fire Protection District No. 2, the Burtonsville Volunteer Fire Department for fire protection services in Fire Protection District No. 3, the Village of Delanson for fire protection services in Fire Protection District No. 3, and the Village of Esperance, under two separate contracts, for fire protection services in Fire Protection District No. 3 (the "Fire Protection Contracts"); and

WHEREAS, pursuant to Town Law § 184(8), by mutual consent of the contracting parties, and after a public hearing held pursuant to public notice, the Town Board the Fire Protection Contracts may be terminated, and new contracts may be entered in lieu thereof, if the Town Board, after such hearing, determines, by resolution, that it is in the public interest to do so; and

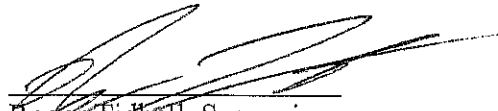
WHEREAS, the Town Board held a duly noticed public hearing on October 25, 2018 and heard all persons interested in the subject concerning amending the Fire Protection Contracts and entering into new contracts to ensure compliance with Town Law § 184; and

WHEREAS, on December 13, 2018, the Town Board adopted a resolution setting forth the Town Board's finding that amending the Fire Protection Contracts and entering into new contracts to ensure compliance with Town Law § 184 is in the public interest; and

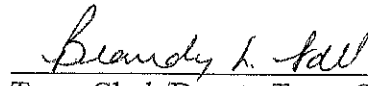
WHEREAS, the amended Fire Protection Contracts have been distributed to the Town Board for review and approval and are attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves and authorizes the Town Supervisor to execute the amended Fire Protection Contracts.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting on December 27, 2018.



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Leoni, Council Member Potter

Absent: Council Member Ganther and Council Member Senecal

Council Members:

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

