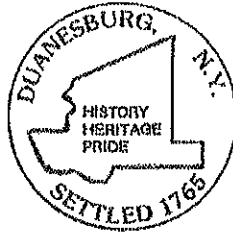


William Wenzel, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday January 13, 2022
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Wenzel, Council Members Ganther, Grant and Lucks, Deputy Town Clerk Brandy Fall, Town Attorney Teresa Bakner

Pledge of Allegiance

Resolution 1-22: Council Member Ganther motioned, seconded by Council Member Lucks to approve the End of Year Town Board Meeting minutes of Thursday, December 30, 2021.
Motion carried, 4 ayes

Deputy Town Clerk, Brandy Fall, read the Town Clerk's Report for December 2021 (see attached).

Supervisor, William Wenzel, read the Supervisor's Report for December 2021 (see attached).

Resolution 2-22: Council Member Ganther motioned, seconded by Council Member Grant to pay the following claims:
Motion carried, 4 ayes

Vouchers to be Paid

January 13, 2022

General Fund: \$25,929.34

Highway Fund: \$3,327.43

SD#1 Fund: \$128,771.45

SD#2 Fund: \$634.96

SD#3 Fund: \$77,877.31

Total To Be Paid: \$236,540.49

Highway: Supervisor Wenzel stated that Highway Superintendent Reed was unable to make the meeting due to the roads. The warmer temperatures during the day caused some of the roads to get wet and now due to the colder temperatures the roads are freezing over. So, he has called the guys in and our Highway Department is currently out on the roads. They did have some challenges with the ice storm last week but were able to get through it. He has hired a part-time wingman.

Public Safety: Council Member Grant stated that they had their first meeting of the year and that she is learning a lot. According to everyone there, they are having issues with the radios and that it is all being figure out by the county. She stated that the Fire Board and EMS Advisory Board are merging. As an FYI they did state that the county is no longer tracking quarantines. We will need to look into who is going to be serving on the UCC Advisory Board. Mariaville is hosting their annual ice fishing tournament for kids on February 19, 2022. As of October 2nd, Plotterkill Fire Department is now a commissioned fire district. They did have elections and Scott Burkowski is now President and Jeff Hoffman is Vice President. The treasurer is Frank and

there is no secretary. Council Member Grant did request a list from all the Fire Departments of the EMT's that they have serving the community.

Parks: Supervisor Wenzel reported that the park committee had a meeting scheduled last week but they didn't have a lot on the agenda so given the health concerns, they decided to not have the meeting and try for next month. The only thing that did come up for discussion was that Shafer Park is closed for the winter. As a result of that the Highway Department does not maintain the road that goes into Shafer Park. The school had maintained it when they needed it for the parent drop off. The school no longer needs access to it. So, Highway Superintendent Reed had requested that the road be blocked off for the winter. He is concerned that if someone were to have a traffic incident either on ice or getting stuck that the town might be liable. Supervisor Wenzel sees both sides because he does know that people like to use the park in the winter too. He would like the board members to think about it and they will get together to talk about it and make a decision.

Sewer District #1, 2 & 3: Council Member Ganther reported that they still need a candidate for the Wastewater Treatment Plant Operator. They have been searching for quite some time and have not been able to fill it. He would like to run ads again and try to get the position filled. He also stated that he would like Council Member Lucks to start meeting with him and Dale regarding the Sewer Department. Bill Brown of Delaware Engineering gave his report. He stated that the Long-Term Project at the Delanson site is something that was required by NYSDEC and has been ongoing for the last few years. That project is near completion. Just a few minor kinks to work out but should be fully completed by the end of this month. There are some invoices for the board to approve on the agenda tonight for that project. The Mariaville Wastewater Treatment Plant is required to add disinfection by NYSDEC. Designs have been done and submitted and approved by DEC. So, the next step is to bid the construction of the disinfection project. So probably at the next Town Board meeting he will be asking the board to authorize bidding the construction process. The compliance schedule for that project requires that the construction contract must be in place by May of this year and the project be completed by May of 2023.

Technology: Council Member Ganther reported that at the last meeting they did approve the joint project with Spectrum to extend broadband access to the remaining folks on Suits and Alexander Roads. Just waiting on Spectrum to get it scheduled on their calendar and get it done. We are using some of the federal Covid relief money that we received from the federal government to fund the town portion of that project and the other part is funded by Spectrum. They were scheduled to have a Broadband meeting in January but due to illnesses they ended up cancelling that and the next meeting will be on February 8, 2022. Council Member Ganther stated that he would also like Council

Member Lucks to join in on the meetings that he has about twice a year with Omnis computers, they handle our IT.

Other: Council member Ganther stated that he and Supervisor Wenzel met with Nick from CT Male. They talked about putting steps on each side of the building to connect the two parking lots, getting an electronic sign for out front and about getting propane fired units for the heating and cooling of the building and if they should keep the old, oil fired units as a backup heating source. Supervisor Wenzel stated that the new HVAC system will encompass the new and existing parts of the building and that it will result in healthier, better quality of air and that it is covered by the AARPA funding.

Business Meeting:

Resolution 3-22: Council Member Ganther motioned, seconded by Council Member Grant to authorize the Town Supervisor to submit the documentation to NYSEFC to obtain the funds to pay invoice no. 3 in the amount of \$73,909.05 to Brunswick Electric.
Motion carried, 4 ayes

Resolution 4-22: Council Member Ganther motioned, seconded by Council Member Potter to authorize the Town Supervisor to submit documentation to NYSEFC to obtain the funds to pay invoice no. 7 in the amount of \$59,751.79 to MCJ Construction.
Motion carried, 4 ayes

Resolution 5-22: Supervisor Wenzel motioned, seconded by Council Member Grant to authorize the Town Supervisor to sign the Animal Protective Foundation agreement.
Motion carried, 4 ayes

Resolution 6-22: Council Member Grant motioned, seconded by Council Member Ganther to reappoint John Buehler to the Board of Assessment Review for a term ending September 30, 2027.
Motion carried, 4 ayes

Resolution 7-22: Council Member Lucks motioned, seconded by Council Member Ganther to appoint Nick Rowlison as a Full-time Motor Equipment Operator.
Motion carried, 4 ayes

Resolution 8-22: Council Member Ganther motioned, seconded by Council Member Grant to appoint Steven Wales as a Wing Person for the 2022 season.
Motion carried, 4 ayes

Privilege of the Floor: Opened at 7:45 p.m.

Lynne Bruning of 13388 Duanesburg Road read a statement (please see attached).

Floor Closed: 7:52 p.m.

Council Member Grant motioned, seconded by Council Member Ganther to adjourn.

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 January 13, 2022, via Zoom.

Clerk's Monthly Report
December 01, 2021 - December 31, 2021

Account#	Account Description	Fee Description	Qty	Local Share
	Marriage License Fee	Marriage License Fee	1	17.50
	Misc. Fees	Certified Copies - Death	7	70.00
	Operating Permit	Operating Permit	2	60.00
		Sub-Total:		\$147.50
2650 DA	scrap metal	Scrap Metal	1	556.80
		Sub-Total:		\$556.80
A1255	Conservation	Conservation	1	0.28
		Sub-Total:		\$0.28
A2544	AFTER 30 DAYS	AFTER 30 DAYS	4	20.00
	Dog Licensing	Female, Spayed	15	210.00
		Female, Unspayed	1	22.00
		Male, Neutered	14	196.00
		Male, Unneutered	2	44.00
		Replacement Tags	1	5.00
		Sub-Total:		\$497.00
B2555	Building Permits	Building Permits	2	260.00
		Sub-Total:		\$260.00

Total Local Shares Remitted: \$1,461.58

Amount paid to: NYS Ag. & Markets for spay/neuter program 38.00
Amount paid to: NYS Environmental Conservation 4.72
Amount paid to: State Health Dept. For Marriage Licenses 22.50

Total State, County & Local Revenues: \$1,526.80

Total Non-Local Revenues: \$65.22

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 December 2021.

Revenues

Fund	Amount
General Fund	\$ (97,066.57)
Highway Fund	\$ 240,695.66
Capital Projects	\$ 0.00
Fire Protection	\$ 0.00
Parks & Recreation	\$ 0.00
Parklands	\$ 0.00
Service Award	\$ 0.00
Sewer District #1	\$ 0.00
Sewer District #2	\$ 0.00
Sewer District #3	\$ 0.00
Total	<u>\$ 143,629.09</u>

Disbursements

General Fund	\$ 196,651.53
Highway Fund	\$ 68,584.47
Capital Projects	\$ 0.00
Fire Protection	\$ 0.00
Park & Recreation	\$ 0.00
Parklands	\$ 0.00
Sewer District #1	\$ 15,978.81
Sewer District #2	\$ 11,960.25
Sewer District #3	\$ 4,277.18
Total	<u>\$ 297,452.24</u>

Dated January 13, 2022

Supervisors Office – Town of Duanesburg

A--General Fund - 01

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021		Year To Date 12/31/2021		Summary
	Actual	Actual	Budget (Mod)	Remaining	
Expenses					
1010.100 - Town Board-Personal Svcs	2,341.52	28,080.30	25,800.00	(2,280.30)	(8.8) %
1010.200 - Town Board-Equipment	0.00	69.99	70.00	0.01	0.0 %
1010.400 - Town Board-Contractual	93.60	339.03	580.00	240.97	41.5 %
1110.100 - Justices-Personal Svcs	2,928.37	32,630.34	31,333.00	(1,297.34)	(4.1) %
1110.101 - Justices-Court Clerk	3,150.00	23,242.88	23,300.00	57.12	0.2 %
1110.103 - Justices-Court Security	560.00	3,937.50	4,220.00	282.50	6.7 %
1110.200 - Justices-Equipment	0.00	0.00	0.00	0.00	0.0 %
1110.400 - Justices-Contractual	477.67	2,064.04	2,065.00	0.96	0.0 %
1220.100 - Supervisor-Personal Svcs	2,032.70	22,390.00	22,390.00	0.00	0.0 %
1220.101 - Supervisor-Personal Svcs-Clerk	3,500.00	36,400.00	36,400.00	0.00	0.0 %
1220.102 - Supervisor-Personal Svcs-Deputy Supv	234.38	2,812.56	2,583.00	(229.56)	(8.9) %
1220.200 - Supervisor-Equipment	0.00	1,000.00	1,000.00	0.00	0.0 %
1220.400 - Supervisor-Contractual	24.18	920.42	925.00	4.58	0.5 %
1340.100 - Budget-Personal Svcs	1,250.00	3,750.00	2,500.00	(1,250.00)	(50.0) %
1355.100 - Assessor-Personal Svcs	1,682.70	17,500.00	17,500.00	0.00	0.0 %
1355.101 - Assessor-Personal Svcs-Clerk	1,575.00	14,238.00	14,280.00	42.00	0.3 %
1355.103 - Assessor-Personal Svcs-Support	7,290.00	7,290.00	0.00	(7,290.00)	0.0 %
1355.106 - Assessor-Grievance Board Personal Svcs	0.00	559.13	560.00	0.87	0.2 %
1355.200 - Assessor-Equipment	0.00	1,086.38	1,090.00	3.62	0.3 %
1355.400 - Assessor-Contractual	7.19	2,183.44	2,184.00	0.56	0.0 %
1355.401 - Assessor-Assessment Support Contract	0.00	10,190.00	10,200.00	10.00	0.1 %
1355.406 - Assessor-Grievance Board Contractual	0.00	0.00	0.00	0.00	0.0 %
1380.400 - Fiscal-Fiscal Agent Fees	2,640.00	36,190.00	36,200.00	10.00	0.0 %
1410.100 - Town Clerk-Personal Svcs	4,376.05	45,511.00	45,511.00	0.00	0.0 %
1410.101 - Town Clerk-Personal Svcs-Clerk	3,343.65	34,774.00	34,774.00	0.00	0.0 %
1410.200 - Town Clerk-Equipment	0.00	500.00	500.00	0.00	0.0 %
1410.400 - Town Clerk-Contractual	16.99	4,487.86	4,355.00	(132.86)	(3.1) %
1420.400 - Attorney-Contractual	6,832.01	51,903.98	52,000.00	96.02	0.2 %
1440.400 - Engineer-Contractual	(766.73)	23,577.51	23,600.00	22.49	0.1 %
1460.100 - Records Management-Personal Svcs	435.87	3,678.63	3,700.00	21.37	0.6 %
1460.400 - Records Management-Contractual	0.00	3,444.59	3,445.00	0.41	0.0 %
1620.100 - Buildings-Personal Svcs	2,763.28	21,530.94	21,550.00	19.06	0.1 %
1620.200 - Buildings-Equipment	0.00	69.90	80.00	10.10	12.6 %

A--General Fund - 01

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021		Year To Date 12/31/2021			Summary
	Actual	Actual	Budget (Mod)	Remaining		
1620.400 - Buildings-Contractual	3,077.95	36,408.99	36,300.00	(108.99)	(0.3) %	
1640.400 - Central Garage-Contractual	3,144.38	16,370.88	16,005.00	(365.88)	(2.3) %	
1660.400 - Central Storeroom-Contractual	247.45	1,934.31	1,935.00	0.69	0.0 %	
1670.400 - Central Printing-Central Print/Mail	2,312.42	11,190.92	11,200.00	9.08	0.1 %	
1680.200 - Data Processing-Equipment	0.00	1,180.96	1,181.00	0.04	0.0 %	
1680.400 - Data Processing-Contractual	995.80	19,869.87	19,900.00	30.13	0.2 %	
1910.400 - Unallocated Insurance	0.00	76,790.44	76,834.00	43.56	0.1 %	
1920.400 - Municipal Dues	1,100.00	1,150.00	100.00	(1,050.00)	(1,050.0) %	
1990.400 - Contingency	0.00	0.00	35,000.00	35,000.00	100.0 %	
2701 - Refunds of Prior Year's Expenses	0.00	(93.98)	0.00	93.98	0.0 %	
3020.400 - Public Safety-Dispatch Svcs	10,750.00	43,000.00	43,000.00	0.00	0.0 %	
3310.400 - Traffic Control-Contractual	0.00	721.80	722.00	0.20	0.0 %	
3510.100 - Dog Control-Personal Svcs	541.74	6,500.88	5,960.00	(540.88)	(9.1) %	
3510.400 - Dog Control-Contractual	42.73	864.88	870.00	5.12	0.6 %	
3650.400 - Public Safety-Demolition of Unsafe buildings	0.00	91,587.97	91,650.00	62.03	0.1 %	
4020.100 - Registrar of Vital Stats-Personal Svcs	0.00	925.00	925.00	0.00	0.0 %	
4540.400 - Ambulance-Contractual	56,836.00	237,344.00	237,344.00	0.00	0.0 %	
5010.100 - Supt of Highway-Personal Svcs	5,468.40	56,871.00	56,871.00	0.00	0.0 %	
5010.101 - Supt of Highway-Personal Svcs-Clerk	300.60	3,024.80	3,025.00	0.20	0.0 %	
5010.200 - Supt of Highway-Equipment	0.00	929.08	930.00	0.92	0.1 %	
5010.400 - Supt of Highway-Contractual	23.31	324.37	325.00	0.63	0.2 %	
6010.400 - Social Svcs-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %	
6410.100 - Publicity-Web Site Personal Svcs	0.00	0.00	0.00	0.00	0.0 %	
6410.400 - Publicity-Web Site Contractual	0.00	2,999.49	3,000.00	0.51	0.0 %	
6772.400 - Programs for Aging-Contractual	0.00	2,600.00	2,600.00	0.00	0.0 %	
7020.100 - Recreation Admin-Personal Svcs	0.00	3,000.00	3,000.00	0.00	0.0 %	
7110.100 - Parks-Personal Svcs	0.00	0.00	0.00	0.00	0.0 %	
7110.200 - Parks-Equipment	3,450.00	14,764.58	11,315.00	(3,449.58)	(30.5) %	
7110.400 - Parks-Contractual	865.27	20,203.04	19,907.00	(296.04)	(1.5) %	
7310.100 - Youth Programs-Personal Svcs	0.00	7,613.00	7,613.00	0.00	0.0 %	
7310.400 - Youth Programs-Contractual	0.00	1,094.25	1,094.00	(0.25)	(0.0) %	
7510.100 - Historian-Personal Svcs	62.50	750.00	688.00	(62.00)	(9.0) %	
7510.400 - Historian-Contractual	0.00	3,000.00	3,000.00	0.00	0.0 %	

A--General Fund - 01

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Year To Date 12/31/2021	
	Actual	Budget (Mod)	Summary
7550.400 - Celebrations-Contractual	602.94	603.00	0.0 %
8160.498 - Refuse/Garbage-Engineering & Testing	56.25	24,603.00	0.0 %
8160.499 - Refuse/Garbage-Leachate Hauling & Treatment	0.00	1,285.00	0.0 %
9010.800 - State Retirement	26,163.80	34,536.00	(68.8) %
9030.800 - Social Security	2,651.37	26,071.00	(1.7) %
9040.800 - Workers' Compensation	416.33	6,261.00	0.0 %
9050.800 - Unemployment Insurance	0.00	1,827.00	0.0 %
9060.800 - Health Insurance	(2,620.32)	59,089.00	0.0 %
Total Expenses	163,277.35	1,274,264.00	(0.5%)
Revenue			
1001 - Real Property Tax	0.00	365,955.00	0.2 %
1089 - Other Tax Item	0.00	0.00	0.0 %
1090 - Real Property Tax Interest & Penalties	0.00	11,000.00	100.0 %
1120 - Non-Property Tax Distribution by County	99,996.53	400,000.00	30.8 %
1255 - Town Clerk Fees	(720.32)	1,500.00	(69.4) %
2001 - Park and Recreational Charges	0.00	1,000.00	100.0 %
2110 - Zoning Fees	100.00	0.00	0.0 %
2122 - Sewer Connection Fees	0.00	0.00	0.0 %
2389 - Other Home & Community Services	1,948.55	0.00	0.0 %
2401 - Interest & Earnings	0.00	500.00	42.8 %
2501 - Business and Occupational License	788.55	500.00	(631.7) %
2544 - Dog Licenses	468.00	4,000.00	(91.9) %
2610 - Fines and Forfeited Bail	13,539.00	77,000.00	26.8 %
2750 - AIM-Related Payments	20,653.00	0.00	0.0 %
2770 - Unclassified Revenues	0.00	0.00	0.0 %
3001 - State per Capita Aid	0.00	20,653.00	100.0 %
3005 - State Aid Mortgage Tax	173,687.75	130,000.00	(128.1) %
3820 - State Aid Youth Programs	0.00	3,000.00	100.0 %
3821 - COVID-19 Economic Relief	(304,306.78)	0.00	0.0 %
Total Revenue	6,154.28	1,015,108.00	(2.8) %
Net Assets	(157,123.07)	(50,750.00)	(368.2) %

B--General Fund B - 02

Town of Duaneburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021		Year To Date 12/31/2021		
	Actual	Actual	Budget (Mod)	Remaining	Summary
Expenses					
8010.100 - Zoning-Building Inspector	6,718.30	69,870.00	69,870.00	0.00	0.0 %
8010.101 - Zoning-Inspector's Clerk	1,575.00	14,238.00	14,240.00	2.00	0.0 %
8010.103 - Zoning-Assistant	1,575.00	16,159.50	16,160.00	0.50	0.0 %
8010.104 - Zoning-Board Personal Svcs	361.00	2,168.50	2,133.00	(35.50)	(1.7) %
8010.105 - Zoning-Code Officer	0.00	13,597.50	13,600.00	2.50	0.0 %
8010.200 - Zoning-Equipment	0.00	1,679.36	1,680.00	0.64	0.0 %
8010.400 - Zoning-Contractual	353.27	10,381.03	10,367.00	(14.03)	(0.1) %
8010.404 - Zoning-ZBA Expenses	0.00	32.88	33.00	0.12	0.4 %
8010.470 - Zoning-Broadband Extention	0.00	0.00	8,444.00	8,444.00	100.0 %
8020.103 - Planning-Assistant	1,575.00	16,186.50	16,187.00	0.50	0.0 %
8020.104 - Planning-Board Personal Svcs	647.00	3,502.75	3,575.00	72.25	2.0 %
8020.200 - Planning-Equipment	0.00	0.00	0.00	0.00	0.0 %
8020.400 - Planning-Contractual	0.00	5,023.32	5,024.00	0.68	0.0 %
8020.404 - Planning-Board Expenses	0.00	361.62	362.00	0.38	0.1 %
8020.407 - Planning-Attorney	4,906.50	14,752.50	14,753.00	0.50	0.0 %
9010.800 - State Retirement	14,716.70	32,862.38	19,500.00	(13,362.38)	(68.5) %
9030.800 - Social Security	865.10	9,812.68	9,811.00	(1.68)	(0.0) %
9040.800 - Workers' Compensation	81.31	1,177.08	1,178.00	0.92	0.1 %
9060.800 - Health Insurance	0.00	10,400.98	10,401.00	0.02	0.0 %
Total Expenses	33,374.18	222,206.58	217,318.00	(4,888.58)	(2.2%)
Revenue					
1081 - Other Payments in Lieu of Taxes	(116,211.53)	76,554.94	0.00	(76,554.94)	0.0 %
1120 - Non-Property Tax Distribution by County	8,480.68	46,643.74	114,718.00	68,074.26	59.3 %
1170 - Franchise Fees	12,300.00	48,107.13	50,000.00	1,892.87	3.8 %
2110 - Zoning Fees	0.00	600.00	500.00	(100.00)	(20.0) %
2401 - Interest & Earnings	0.00	0.00	100.00	100.00	100.0 %
2555 - Building Permits	710.00	19,735.00	20,000.00	265.00	1.3 %
2610 - Fines and Forfeited Bail	(8,500.00)	(8,500.00)	0.00	8,500.00	0.0 %
Total Revenue	(103,220.85)	183,140.81	185,318.00	2,177.19	1.2 %
Net Assets	(136,595.03)	(39,065.77)	(32,000.00)	7,065.77	(22.1) %

	Year To Date 12/31/2021	
	Actual	Remaining
Revenue		
2401 - Interest & Earnings	(58.84)	58.84
3089 - Other State Aid	8,970.00	(8,970.00)
Total Revenue	<u>8,911.16</u>	<u>(8,911.16)</u>
Net Assets	<u>8,911.16</u>	<u>(8,911.16)</u>

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Year To Date 12/31/2021	Budget (Mod)	Remaining	Summary
Expenses						
5010.200 - Supt of Highway-Equipment	190.98	190.98	0.00	0.00	(190.98)	0.0 %
5130.100 - Machinery-Personal Svcs	0.00	3,866.36	7,000.00	7,000.00	3,133.64	44.8 %
5130.200 - Machinery-Equipment	0.00	3,001.50	23,364.00	23,364.00	20,362.50	87.2 %
5130.400 - Machinery-Contractual	4,068.68	37,353.88	36,636.00	36,636.00	(717.88)	(2.0) %
5130.430 - Machinery-Contractual Training	0.00	0.00	200.00	200.00	200.00	100.0 %
5142.100 - Snow Removal-Personal Svcs	(99,547.94)	127,158.34	145,000.00	145,000.00	17,841.66	12.3 %
5142.400 - Snow Removal-Contractual	4,614.28	52,263.87	60,000.00	60,000.00	7,736.13	12.9 %
9010.800 - State Retirement	17,694.85	36,846.83	23,500.00	23,500.00	(13,346.83)	(56.8) %
9030.800 - Social Security	(7,617.34)	9,777.57	12,500.00	12,500.00	2,722.43	21.8 %
9040.800 - Workers' Compensation	984.28	14,864.12	17,000.00	17,000.00	2,135.88	12.6 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	1,260.80	64,234.56	66,411.00	66,411.00	2,176.44	3.3 %
Total Expenses	(78,351.41)	349,558.01	391,811.00	391,811.00	42,252.99	10.8 %
Revenue						
1001 - Real Property Tax	0.00	374,354.00	374,354.00	374,354.00	0.00	0.0 %
2300 - Transportation Services	0.00	1,933.77	14,707.00	14,707.00	12,773.23	86.9 %
2389 - Other Home & Community Services	16,924.13	16,924.13	0.00	0.00	(16,924.13)	0.0 %
2401 - Interest & Earnings	0.00	261.56	250.00	250.00	(11.56)	(4.6) %
2665 - Sales of Equipment	0.00	0.00	2,500.00	2,500.00	2,500.00	100.0 %
Total Revenue	16,924.13	393,473.46	391,811.00	391,811.00	(1,662.46)	(0.4) %
Net Assets	95,275.54	43,915.45	0.00	0.00	(43,915.45)	0.0 %

Town of Duanesburg
Operating Statement
As of December 31, 2021

	Month Ending 12/31/2021	Year To Date 12/31/2021			Summary
	Actual	Actual	Budget (Mod)	Remaining	
Expenses					
5110.100 - General Repairs-Personal Svcs	120,235.00	122,820.00	123,000.00	180.00	0.1 %
5110.400 - General Repairs-Contractual	0.00	60,958.75	61,000.00	41.25	0.1 %
5112.200 - Capital Improvements-Equipment	0.00	195,752.20	196,613.00	860.80	0.4 %
5130.400 - Machinery-Contractual	0.00	109.01	100.00	(9.01)	(9.0) %
9010.800 - State Retirement	16,645.45	39,822.64	22,750.00	(17,072.64)	(75.0) %
9030.800 - Social Security	9,200.00	9,603.95	10,328.00	724.05	7.0 %
9040.800 - Workers' Compensation	855.43	12,909.00	13,000.00	91.00	0.7 %
9055.800 - Disability Insurance	0.00	0.00	200.00	200.00	100.0 %
9060.800 - Health Insurance	0.00	45,764.23	45,911.00	146.77	0.3 %
Total Expenses	146,935.88	487,739.78	472,902.00	(14,837.78)	(3.1%)
Revenue					
1120 - Non-Property Tax Distribution by County	119,158.53	250,000.00	250,000.00	0.00	0.0 %
2300 - Transportation Services	0.00	1,933.73	14,707.00	12,773.27	86.9 %
2401 - Interest & Earnings	0.00	28.64	500.00	471.36	94.3 %
3501 - State Aid/CHIPS	104,613.00	104,613.00	104,613.00	0.00	0.0 %
Total Revenue	223,771.53	356,575.37	369,820.00	13,244.63	3.6 %
Net Assets	76,835.65	(131,164.41)	(59,732.00)	71,432.41	(119.6) %

Town of Duanesburg
Operating Statement
As of December 31, 2021

H--Capital Projects

Expenses
1440.204 - Short Term Project Expense SS2 UV
8130.200 - Treatment/Disposal-Equipment
8197.200 - Sewer Capital Projects
Total Expenses

Revenue
2401 - Interest & Earnings
3990 - Sewer Capital Projects
Total Revenue

Net Assets

	Month Ending 12/31/2021	Year To Date 12/31/2021	
		Actual	Remaining
	0.00	25,047.68	(25,047.68)
	0.00	634.58	(634.58)
	58,554.13	1,256,699.80	(1,256,699.80)
	58,554.13	1,282,382.06	(1,282,382.06)
	0.00	4.14	(4.14)
	0.00	1,168,216.31	(1,168,216.31)
	0.00	1,168,220.45	(1,168,220.45)
	(58,554.13)	(114,161.61)	114,161.61

	Year To Date 12/31/2021	
	Actual	Remaining
Revenue		
2401 - Interest & Earnings	1.31	(1.31)
Total Revenue	<u>1.31</u>	<u>(1.31)</u>
Net Assets	<u>1.31</u>	<u>(1.31)</u>

**Town of Duanesburg
Operating Statement
As of December 31, 2021**

Expenses
1440.204 - Short Term Project Expense SS2 UV

Total Expenses

Net Assets

Year To Date 12/31/2021	
Actual	Remaining
25,047.68	(25,047.68)
<u>25,047.68</u>	<u>(25,047.68)</u>
<u>(25,047.68)</u>	<u>25,047.68</u>

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Year To Date 12/31/2021				Summary
	Actual	Budget	Remaining		
Expenses					
3410.416 - Fire Protection-Contractual-Delanson	71,817.00	71,817.00	0.00		0.0 %
3410.417 - Fire Protection-Contractual-Burtonsville	60,160.76	59,483.00	(677.76)		(1.1) %
3410.418 - Fire Protection-Contractual-Esperance	70,903.40	79,209.00	8,305.60		10.5 %
3410.419 - Fire Protection-Contractual-Mariaville	204,601.15	261,965.00	57,363.85		21.9 %
Total Expenses	407,482.31	472,474.00	64,991.69		13.8 %
Revenue					
1001.416 - Real Property Tax-Delanson	71,817.00	71,817.00	0.00		0.0 %
1001.417 - Real Property Tax-Burtonsville	59,483.00	59,483.00	0.00		0.0 %
1001.418 - Real Property Tax-Esperance	79,209.00	79,209.00	0.00		0.0 %
1001.419 - Real Property Tax-Mariaville	261,965.00	261,965.00	0.00		0.0 %
Total Revenue	472,474.00	472,474.00	0.00		0.0 %
Net Assets	64,991.69	0.00	(64,991.69)		0.0 %

Town of Duaneburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Year To Date 12/31/2021	Budget (Mod)	Remaining	Summary
Expenses						
1990.400 - Contingency	0.00	0.00	2,130.00	2,130.00	2,130.00	100.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	100.0 %
8110.400 - Sewer Admin-Contractual	68.58	1,162.84	1,140.00	(22.84)	(22.84)	(2.0) %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	2,600.00	2,600.00	0.00	0.00	0.0 %
8110.461 - Sewer Admin-Insurance	0.00	44.05	5,000.00	4,955.95	4,955.95	99.1 %
8110.465 - Sewer Admin-Cell Phone	64.09	754.59	900.00	145.41	145.41	16.2 %
8120.200 - Sanitary Sewers-Equipment	0.00	139.99	6,000.00	5,860.01	5,860.01	97.7 %
8120.462 - Sanitary Sewers-Pump Station Electric	419.57	4,505.04	4,505.00	(0.04)	(0.04)	(0.0) %
8120.463 - Sanitary Sewers-Maintenance & Repairs	1,582.34	8,989.35	20,000.00	11,010.65	11,010.65	55.1 %
8130.100 - Treatment/Disposal-Plant Operator	2,501.00	26,010.26	26,011.00	0.74	0.74	0.0 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	15,606.00	15,606.00	15,606.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,883.70	19,590.20	19,591.00	0.80	0.80	0.0 %
8130.200 - Treatment/Disposal-Equipment	0.00	942.12	1,000.00	57.88	57.88	5.8 %
8130.400 - Treatment/Disposal-Contractual	709.62	4,504.37	4,505.00	0.63	0.63	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,800.00	1,800.00	1,800.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	208.72	780.42	1,000.00	219.58	219.58	22.0 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,257.50	21,785.44	21,786.00	0.56	0.56	0.0 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	1,323.77	5,626.59	15,000.00	9,373.41	9,373.41	62.5 %
8130.464 - Treatment/Disposal-Fuel Oil	472.61	1,712.32	3,500.00	1,787.68	1,787.68	51.1 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	41.01	437.49	1,000.00	562.51	562.51	56.3 %
8130.466 - Treatment/Disposal-Chemicals	0.00	2,124.90	3,000.00	875.10	875.10	29.2 %
8130.467 - Treatment/Disposal-Lab Testing	526.68	3,547.60	5,000.00	1,452.40	1,452.40	29.0 %
8130.468 - Treatment/Disposal-Sludge Disposal	1,216.60	10,264.10	10,264.00	(0.10)	(0.10)	(0.0) %
9010.800 - State Retirement	3,270.60	7,328.06	10,000.00	2,671.94	2,671.94	26.7 %
9030.800 - Social Security	299.57	3,102.06	5,165.00	2,062.94	2,062.94	39.9 %
9040.800 - Workers' Compensation	132.85	1,959.13	6,000.00	4,040.87	4,040.87	67.3 %
9060.800 - Health Insurance	0.00	12,481.17	12,482.00	0.83	0.83	0.0 %
9730.600 - Bond Anticipation-Principal	0.00	129,000.00	129,000.00	0.00	0.00	0.0 %
9730.700 - Interest on Bond	0.00	86.07	87.00	0.93	0.93	1.1 %
Total Expenses	15,978.81	269,478.16	335,497.00	66,018.84	66,018.84	19.7 %

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Budget (Mod)	Year To Date 12/31/2021	Summary
Revenue					
1001 - Real Property Tax	0.00	314,397.73	314,397.00	(0.73)	0.0 %
2401 - Interest & Earnings	0.00	94.28	100.00	5.72	5.7 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	100.0 %
Total Revenue	0.00	314,492.01	315,497.00	1,004.99	0.3 %
Net Assets	(15,979.81)	45,013.85	(20,000.00)	(65,013.85)	325.1 %

Town of Duaneburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Year To Date 12/31/2021	Budget (Mod)	Remaining	Summary
Expenses						
1990.400 - Contingency	0.00	0.00	0.00	0.00	0.00	0.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	49.62	884.83	2,000.00	2,000.00	1,115.17	55.8 %
8110.461 - Sewer Admin-Insurance	0.00	44.05	5,000.00	5,000.00	4,955.95	99.1 %
8110.465 - Sewer Admin-Cell Phone	54.38	656.61	750.00	750.00	93.39	12.5 %
8120.200 - Sanitary Sewers-Equipment	0.00	98.00	4,000.00	4,000.00	3,902.00	97.6 %
8120.462 - Sanitary Sewers-Pump Station Electric	778.52	7,787.23	8,000.00	8,000.00	212.77	2.7 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	2,383.80	19,340.57	22,000.00	22,000.00	2,659.43	12.1 %
8130.100 - Treatment/Disposal-Plant Operator	1,750.70	18,207.18	18,208.00	18,208.00	0.82	0.0 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	8,254.00	8,254.00	8,254.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	1,318.60	13,713.46	13,714.00	13,714.00	0.54	0.0 %
8130.200 - Treatment/Disposal-Equipment	0.00	624.00	2,000.00	2,000.00	1,376.00	68.8 %
8130.400 - Treatment/Disposal-Contractual	81.71	2,438.17	2,439.00	2,439.00	0.83	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	1,200.00	1,200.00	1,200.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	146.10	553.69	2,000.00	2,000.00	1,446.31	72.3 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	1,540.72	16,787.10	25,000.00	25,000.00	8,212.90	32.9 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	38.97	12,498.24	14,000.00	14,000.00	1,501.76	10.7 %
8130.464 - Treatment/Disposal-Fuel Oil	613.36	2,745.11	3,500.00	3,500.00	754.89	21.6 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	41.87	504.96	2,000.00	2,000.00	1,495.04	74.8 %
8130.467 - Treatment/Disposal-Lab Testing	418.50	3,342.09	3,057.00	3,057.00	(285.09)	(9.3) %
8130.468 - Treatment/Disposal-Sludge Disposal	0.00	1,302.92	4,000.00	4,000.00	2,697.08	67.4 %
9010.800 - State Retirement	2,452.45	5,503.61	7,500.00	7,500.00	1,996.39	26.6 %
9030.800 - Social Security	209.64	2,171.48	4,644.00	4,644.00	2,472.52	53.2 %
9040.800 - Workers' Compensation	81.31	1,177.08	3,700.00	3,700.00	2,522.92	68.2 %
9060.800 - Health Insurance	0.00	10,401.01	10,402.00	10,402.00	0.99	0.0 %
9730.600 - Bond Anticipation-Principal	0.00	160,000.00	160,000.00	160,000.00	0.00	0.0 %
Total Expenses	11,960.25	280,781.39	328,293.00	328,293.00	47,511.61	14.5%

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Budget (Mod)	Year To Date 12/31/2021	Remaining	Summary
Revenue						
1001 - Real Property Tax	0.00	326,793.00	326,793.00	0.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	181.98	500.00	318.02	318.02	63.6 %
2590 - Permits - Septic	0.00	0.00	1,000.00	1,000.00	1,000.00	100.0 %
Total Revenue	0.00	326,974.98	328,293.00	1,318.02	1,318.02	0.4 %
Net Assets	(11,960.25)	46,193.59	0.00	(46,193.59)	0.0 %	

Town of Duaneburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Year To Date 12/31/2021	Budget (Mod)	Remaining	Summary
Expenses						
1990.400 - Contingency	0.00	0.00	0.00	0.00	0.00	0.0 %
8110.200 - Sewer Admin-Equipment	0.00	0.00	500.00	500.00	500.00	100.0 %
8110.400 - Sewer Admin-Contractual	30.00	647.62	1,000.00	1,000.00	352.38	35.2 %
8110.460 - Sewer Admin-Easement Fee to RR	0.00	0.00	598.00	598.00	598.00	100.0 %
8110.461 - Sewer Admin-Insurance	0.00	0.00	2,725.00	2,725.00	2,725.00	100.0 %
8110.465 - Sewer Admin-Cell Phone	33.01	387.31	400.00	400.00	12.69	3.2 %
8120.200 - Sanitary Sewers-Equipment	0.00	47.99	1,000.00	1,000.00	952.01	95.2 %
8120.462 - Sanitary Sewers-Pump Station Electric	519.46	6,313.45	6,314.00	6,314.00	0.55	0.0 %
8120.463 - Sanitary Sewers-Maintenance & Repairs	82.66	2,502.71	5,000.00	5,000.00	2,497.29	49.9 %
8130.100 - Treatment/Disposal-Plant Operator	750.25	7,802.56	7,803.00	7,803.00	0.44	0.0 %
8130.101 - Treatment/Disposal-Backup Operator	0.00	0.00	4,681.00	4,681.00	4,681.00	100.0 %
8130.103 - Treatment/Disposal-Maint Tech	565.10	5,877.04	5,877.00	5,877.00	(0.04)	(0.0) %
8130.200 - Treatment/Disposal-Equipment	0.00	750.50	751.00	751.00	0.50	0.1 %
8130.400 - Treatment/Disposal-Contractual	35.01	1,199.44	1,200.00	1,200.00	0.56	0.0 %
8130.401 - Treatment/Disposal-Generator Maintenance	0.00	0.00	250.00	250.00	250.00	100.0 %
8130.402 - Treatment/Disposal-SPDES Program Fee	0.00	0.00	425.00	425.00	425.00	100.0 %
8130.429 - Treatment/Disposal-Vehicle Repair	62.61	228.94	500.00	500.00	271.06	54.2 %
8130.462 - Treatment/Disposal-Treatment Plant Electric	0.00	1,892.80	3,462.00	3,462.00	1,569.20	45.3 %
8130.463 - Treatment/Disposal-Maintenance & Repairs	389.13	1,571.32	5,000.00	5,000.00	3,428.68	68.6 %
8130.464 - Treatment/Disposal-Fuel Oil	141.16	481.19	1,000.00	1,000.00	518.81	51.9 %
8130.465 - Treatment/Disposal-Telephone Alarm Dialer	8.48	192.04	500.00	500.00	307.96	61.6 %
8130.466 - Treatment/Disposal-Chemicals	0.00	634.71	1,000.00	1,000.00	365.29	36.5 %
8130.467 - Treatment/Disposal-Lab Testing	157.32	1,116.81	1,039.00	1,039.00	(77.81)	(7.5) %
8130.468 - Treatment/Disposal-Sludge Disposal	540.50	3,243.00	3,243.00	3,243.00	0.00	0.0 %
9010.800 - State Retirement	817.15	1,855.67	3,500.00	3,500.00	1,644.33	47.0 %
9030.800 - Social Security	89.84	929.91	1,435.00	1,435.00	505.09	35.2 %
9040.800 - Workers' Compensation	55.50	785.92	1,750.00	1,750.00	964.08	55.1 %
9060.800 - Health Insurance	0.00	4,160.35	4,161.00	4,161.00	0.65	0.0 %
9730.600 - Bond Anticipation-Principal	0.00	77,610.00	77,610.00	77,610.00	0.00	0.0 %
Total Expenses	4,277.18	120,231.28	142,724.00	142,724.00	22,492.72	15.8 %

Town of Duanesburg
Operating Statement
 As of December 31, 2021

	Month Ending 12/31/2021	Actual	Budget (Mod)	Year To Date 12/31/2021	Summary
Revenue					
1001 - Real Property Tax	0.00	141,724.00	141,724.00	0.00	0.0 %
2401 - Interest & Earnings	0.00	134.55	0.00	(134.55)	0.0 %
2590 - Permits - Septic	0.00	1,000.00	1,000.00	0.00	0.0 %
Total Revenue	0.00	142,858.55	142,724.00	(134.55)	(0.1) %
Net Assets	(4,277.18)	22,627.27	0.00	(22,627.27)	0.0 %

TE-Private Purpose Trust

Town of Duaneburg
Operating Statement
As of December 31, 2021

Expenses
3410.800 - Service Award-Employee Benefits
Total Expenses

Revenue
2401 - Interest & Earnings
Total Revenue

Net Assets

Year To Date 12/31/2021	
Actual	Remaining
118,633.00	(118,633.00)
118,633.00	(118,633.00)
2.67	(2.67)
2.67	(2.67)
(118,630.33)	118,630.33

Town of Duaneburg
Vouchers per Fund

Fund	Amount
General Fund	\$ 25,929.34
Highway Fund	\$ 3,327.43
Sewer District #1	\$ 128,771.45
Sewer District #2	\$ 634.96
Sewer District #3	\$ 77,877.31
Total	\$ 236,540.49

Town of Duanesburg Town Board

RESOLUTION NO. - 2022

January 13, 2022

WHEREAS, the Town of Duanesburg Town Board has established Duanesburg Sewer Districts Nos. 1 and 3; and

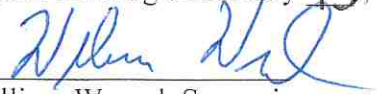
WHEREAS, the Delanson Wastewater Treatment Plant (the "Delanson WWTP") serves Duanesburg Sewer Districts Nos. 1 and 3; and

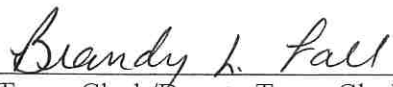
WHEREAS, the Town Board retained Brunswick Electric for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, Brunswick Electric has submitted an invoice, dated December 20, 2021, for Town Board review in the amount of **\$73,909.05** for services provided for the period ending December 15, 2021 ("Contractor Invoice No. 3") which was reviewed and approved by William Brown of Delaware Engineering;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Invoice No. 3 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to pay the invoice and upon receipt of such funds authorizes payment to Brunswick Electric in the amount of **\$73,909.05**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 13, 2022.


William Wenzel, Supervisor


Town Clerk/Deputy Town Clerk

Date

Date 1-13-2022

Present: Supervisor Wenzel, Council Member Ganther, Council Member Grant, Council Member Lucks
Absent: Council Member Potter

Town Board Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
John Ganther Jr.	<u>Yea</u>	Nay	Abstain
Francis R. Potter	Yea	Nay	Abstain
Diane Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

Town of Duanesburg Town Board

RESOLUTION NO. __ - 2022

January 13, 2022

WHEREAS, the Town of Duanesburg Town Board has established Duanesburg Sewer Districts Nos. 1 and 3; and

WHEREAS, the Delanson Wastewater Treatment Plant (the "Delanson WWTP") serves Duanesburg Sewer Districts Nos. 1 and 3; and

WHEREAS, the Town Board retained MCJ Construction for contractor services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

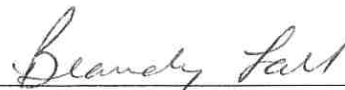
WHEREAS, MCJ Construction has submitted request for payment no. 7, dated December 22, 2021, for Town Board review in the amount of **\$59,751.79** for services provided for the period ending December 17, 2021 ("Contractor Invoice No. 7"), William Brown of Delaware Engineering approved the pay request on January 4, 2022;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Contractor Request for Payment No. 7 and authorizes the Town Supervisor to submit the documentation to New York State Environmental Facilities Corporation to obtain the funds to make the payment and upon receipt of such funds authorizes payment to MCJ Construction in the amount of **\$59,751.79**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its Town Board meeting of January 13, 2022.



William Wenzel, Supervisor



Town Clerk/Deputy Town Clerk

Date

Date 1/13/2022

Present: Supervisor Wenzel, Council Members Gauthier, Grant + Lucks
Absent: Council member Potter

Town Board Members:

William Wenzel	<u>Yea</u>	Nay	Abstain
John Gauthier	<u>Yea</u>	Nay	Abstain
Francis R. Potter	<u>Yea</u>	Nay	Abstain
Diane Grant	<u>Yea</u>	Nay	Abstain
Andrew Lucks	<u>Yea</u>	Nay	Abstain

RESOLUTION OF THE TOWN BOARD

RESOLUTION NO. -2022

January 13, 2022

WHEREAS, the Town of Duanesburg may be required to seize animals pursuant to Article 7 of the Agricultural and Markets Law of the State of New York in the course of providing animal control services within the Town; and

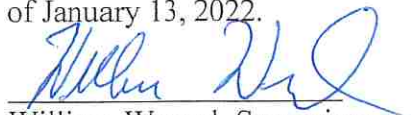
WHEREAS, Section 114(2) of the Agricultural and Markets Law allows the Town to contract for pound or shelter services with any incorporated humane society or similar incorporated dog protective association; and

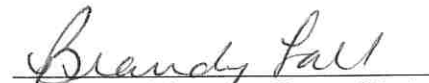
WHEREAS, the Town requires the pound and shelter services of the Animal Protective Foundation of Schenectady, Inc. (the "Foundation") and has determined to enter an agreement with the Foundation for such services (the "Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Town Board approves the Agreement and the Town Supervisor is authorized to sign the Agreement;

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 13, 2022.


William Wenzel, Supervisor


Town Clerk/Deputy Town Clerk

Date

Date 1/13/2022

Present: Supervisor Wenzel, Council Member Ganther, Grant + Lucks
Absent: Council Member Potter

Town Board Members:

William Wenzel	☒ Yea	Nay	Abstain
John Ganther Jr.	☒ Yea	Nay	Abstain
Francis R. Potter	☐ Yea	Nay	Abstain
Diane Grant	☒ Yea	Nay	Abstain
Andrew Lucks	☒ Yea	Nay	Abstain



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 7, 2021

Bill Wenzel
Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Sub: Contract TD1-E-20
Payment Request #3

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 3 for Brunswick Electric, the contractor for the subject project, for the period ending December 15, 2021 in the amount of **\$73,909.05**. The balance to finish including retainage equals **\$26,268.35**

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested by the contractor.

Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Certified Payroll
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

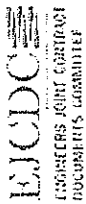
Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\Electric\3\TD1-E-20 Pay App 3 CL.doc

CC: Town Clerk (w/enclosures)
TD1-E-20- File (w/enclosures)



Contractor's Application for Payment No. 3

Application Through 12/15/2021		Application Date: 12/20/2021
To: Town of Duaneburg 3853 Western Turnpike Duaneburg, NY 12056	From (Contractor): Bunswick Electric, Inc., 290 Hoosick Street, Troy, NY 12180	Via (Engineer): Delaware Engineering, DFC, 55 South Main Street, Ontario, NY 13820
Project: Delmon WWTP Long term Improvements	Contract: Electric Work	
Owner's Contract No.: FD1-E-20	Contractor's Project No.: 21-603	CWSRF Project No.: C4-5469-06-00

Application For Payment Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE	
Number	Additions	Deductions	
			\$ 286,689.00
			\$
			\$ 286,689.00
			\$
			\$ 274,127.00
			\$
			\$ 113,706.35
			\$
			\$ 113,706.35
			\$ 520,420.65
			\$ 186,511.60
			\$ 333,909.05
			\$
			\$ 262,268.35

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature <i>Richard Livsey</i>	Date: December 20, 2021
By: Richard Livsey, President	

Payment of: \$ 73,909.05	(Line 8 or other - attach explanation of the other amount)
is recommended by: <i>Will</i>	(Engineer) 1/7/2022 (Date)
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Town of Danversburg Long Term Improvements		Application Number: 3				
Application Period: Through December 15, 2021		Application Date: December 20, 2021				
A		Work Completed		E	F	G
No.	Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	Total Completed and Stored to Date (C + D + E)	Balance to Finish (B - F)
1	Mobilization	\$4,000.00	\$4,000.00		\$4,000.00	100.0%
2	Equalization Building	\$35,500.00	\$18,938.00	\$15,000.00	\$33,938.00	95.6%
3	Blower Building	\$15,400.00	\$9,500.00	\$5,500.00	\$15,000.00	97.4%
4	Filter Building	\$8,300.00	\$4,700.00	\$1,000.00	\$5,700.00	68.7%
5	SCADA	\$223,489.00	\$159,190.00	\$56,299.00	\$215,489.00	96.4%

Date October 27, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Brunswick Electric, Inc. on the
(Contractor or Subcontractor)

Town of Duanesburg - Contract #TD1-E-20; that during the payroll period commencing on the

18 day of October, 2021, and ending the 22 day of October, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE
Barbara Livsey
Secretary

THE WILLFUL FALSIFICATION OF ANY OFFICIAL STATEMENT IS A VIOLATION OF THE FEDERAL CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

ADDRESS 290 Hoosick Street
Troy, NY 12180

TRACTOR ☐ Brunswick Electric, Inc.

OR SUBCONTRACTOR ☐

NAME OF CONTRACTOR

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

Town of Duanesburg

PROJECT OR CONTRACT NO.

Contract #TD1-E-20

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS FROM FICA OR OTHER TAXES	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			25	26	27	28	29	HOURS WORKED EACH DAY					FICA	WITH- HOLDING TAX	NYS Withholdings	DOLL.	OTHER		TOTAL DEDUCTIONS
Livsey, Richard Troy, New York xxx-xx-8034	0	Electrician										\$2,856.00	\$218.49	\$497.00	\$155.82	\$0.60	\$290.08	\$1,161.99	\$1,694.01
	S			\$.00	\$.00	\$.00	\$.00	\$.00	40.00	.71.40		\$2,856.00							
Ferris, Richard Troy, New York xxx-xx-8555	0	Electrician										\$571.26	\$190.09	\$463.00	\$144.58	\$0.60	\$18.56	\$816.83	\$1,667.97
	S							\$.00	8.00	.71.40		\$2,484.80							
													</						

While completion of Form WH-347 is optional, it is mandatory for coverat contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(e). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(e)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information; review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

Public Burden Statement

including time for reviewing Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have

(38.40)

Date November 3, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Brunswick Electric, Inc.
(Contractor or Subcontractor)

on the

Town of Duaneburg - Contract #TD1-E-20; that during the payroll period commencing on the

(Building or Work)

25 day of October, 2021, and ending the 29 day of October, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE
Barbara Livsey
Secretary

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date November 10, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Brunswick Electric, Inc.
(Contractor or Subcontractor)

on the

Town of Duanesburg - Contract #TD1-E-20; that during the payroll period commencing on the

1 day of November, 2021, and ending the 5 day of November, 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE
Barbara Livsey
Secretary

Barbara Livsey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



Prisons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

(over)

Date November 17, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Brunswick Electric, Inc. on the
(Contractor or Subcontractor)

Town of Duanesburg - Contract #TD1-E-20; that during the payroll period commencing on the
(Building or Work)

8 day of November, 2021, and ending the 12 day of November, 2021,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

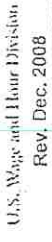
☒ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Barbara Livsey Secretary	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE VERIFICATIONS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



PAYROLL

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

OMB No.: 1235-000
Expires: 01/31/201

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
	11/19/2021	Town of Duaneburg	Contract #TD1-E-20

15.

15.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 6.5(p). The Copeland Act (40 U.S.C. § 3.145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

(over)

Date November 24, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Brunswick Electric, Inc. on the
(Contractor or Subcontractor)

Town of Duanesburg - Contract #TD1-E-20; that during the payroll period commencing on the

15 day of November, 2021, and ending the 19 day of November, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Barbara Livsey Secretary	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

[illegible]

Public Burden Statement

[illegible]

(over)

Date December 1, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Brunswick Electric, Inc. on the
(Contractor or Subcontractor)

Town of Duanesburg - Contract #TD1-E-20, that during the payroll period commencing on the
(Building or Work)

22 day of November, 2021, and ending the 26 day of November, 2021,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE Barbara Livsey Secretary	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Date December 8, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Brunswick Electric, Inc. on the
(Contractor or Subcontractor)

Town of Duaneburg - Contract #TD1-E-20; that during the payroll period commencing on the

29 day of November, 2021, and ending the 3 day of December, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE
Barbara Livsey
Secretary

Barbara Livsey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS IN ANY SUBJECT OF THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

(over)

Date December 15, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Brunswick Electric, Inc.
(Contractor or Subcontractor)

on the

Town of Duanesburg - Contract #TD1-E-20; that during the payroll period commencing on the

6 day of December, 2021, and ending the 10 day of December, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc. from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subpart A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☒ - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE
Barbara Livsey
Secretary

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS IN ANY SUBJ ECTION OF THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 (AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE).

Date December 22, 2021

I, Barbara Livsey Secretary
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Brunswick Electric, Inc.

on the

(Contractor or Subcontractor)

Town of Duanesburg - Contract #TD1-E-20; that during the payroll period commencing on the

13 day of December, 2021, and ending the 17 day of December, 2021,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Brunswick Electric, Inc.

from the full

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH:

☒ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (GRAFT)	EXPLANATION

REMARKS:

SIGNATURE

NAME AND TITLE
Barbara Livsey
Secretary

THE WILLFUL FALSIFICATION OF ANY OFFICIAL STATEMENT OR SUBSTANTIAL MISSTATEMENT OF TITLE OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Project: Delmar WWTP Long Term Improvements														
Project No: TDLE-20 ElectricGeneral														
Contractor: Burnwick Electric														
Pay Roll #: 10/15/2021 to 12/15/2021														
Period Covered: Location: Town of Dumasburg														
Description of Work														
Bid Item Number	Work Item Number	Unit	Bid Unit Price	Scheduled Value	Quantity Previous	Quantity This Period	Quantity To Date	Materials Stored And Completed Previous	Materials Stored And Completed This Period	Total Contract & Stored To Date	Percent Complete (C/C) To Date	Balance Forward (C - G)	Retainage Percent	Retainage Value
1	1 01	Lump Sum	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	100%	\$ 0.00	5%	\$ 200.00
2	2 01	Lump Sum	\$ 35,500.00	\$ 35,500.00	0.53	0.42	0.96	\$ 18,930.00	\$ 15,000.00	\$ 33,930.00	96%	\$ 1,570.00	5%	\$ 1,020.00
3	3 01	Lump Sum	\$ 15,400.00	\$ 15,400.00	0.02	0.36	0.97	\$ 9,500.00	\$ 5,500.00	\$ 15,000.00	97%	\$ 400.00	5%	\$ 70.00
4	4 01	Lump Sum	\$ 8,300.00	\$ 8,300.00	0.57	0.12	0.69	\$ 4,700.00	\$ 1,000.00	\$ 5,700.00	69%	\$ 2,000.00	5%	\$ 265.00
5	5 01	Lump Sum	\$ 225,480.00	\$ 225,480.00	0.71	0.26	0.96	\$ 158,100.00	\$ 56,290.00	\$ 215,490.00	96%	\$ 8,000.00	5%	\$ 10,774.45
SCADA														
SUBTOTAL GENERAL BASE BID WORK				\$ 266,680.00	0.334112	0.37	0.9567	\$ 186,530.00	\$ 77,990.00	\$ 264,520.00	95.62%	\$ 12,510.00		\$ 13,706.35
CHANGE ORDER WORK														
1			\$ 0.00	\$ 0.00		0	0	\$ 0.00	\$ 0.00	\$ 0.00	0	\$ 0.00	5%	\$ 0.00
SUBTOTAL CHANGE ORDER WORK				\$ 0.00	0.00	0.00	0.0000	\$ 156,320.00	\$ 0.00	\$ 0.00	0.00%	\$ 0.00		\$ 0.00
SUBTOTAL TOTALS INCLUDING CHANGE ORDER WORK				\$ 266,680.00	1.37	0.37	1.610	\$ 392,850.00	\$ 77,990.00	\$ 264,870.00	95.62%	\$ 12,510.00		\$ 13,706.35
FINAL CONTRACT TOTALS INCLUDING CHANGE ORDER WORK														
SUMMARY (Page 1 of AIA Form)														
1	ORIGINAL CONTRACT SUM \$ 266,680.00													
2	Net Change By Change Order \$ 0.00													
3	Line 1 + 2 CONTRACT SUM TO DATE \$ 266,680.00													
4	TOTAL COMPLETED & STORED TO DATE (Sum of Column G) \$ 274,127.00													
5	RETAINAGE (Sum of Column I) \$ 13,706.35													
6	TOTAL EARNED LESS RETAINAGE \$ 300,420.65													
7	LESS PREVIOUS PAYMENTS \$ 186,511.00													
8	CURRENT PAYMENT DUE \$ 73,909.65													
9	BALANCE TO FINISH INCLUDING RETAINAGE \$ 26,368.35													



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 7, 2022

Bill Wenzel
Supervisor
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Delanson WWTP Long Term Improvements (SD#1 & #3)
SRF 5469-06

Sub: Contract TD1-G-20
Payment Request #7

Dear Supervisor Wenzel:

We have reviewed the attached Payment Application No. 7 for MCJ Construction, the contractor for the subject project, for the period ending December 17, 2021 in the amount of \$59,751.79. The balance to finish including retainage equals \$54,445.05

We agree with the level of work completed to date and the costs presented therein. Therefore, we recommend that the Town resolve to provide payment to the contractor in the amount requested by the contractor.

Attached for your files are the following items:

- Contractor's Application for Payment Cover Sheet & Continuation Sheets
- Certified Payroll
- Engineer's spreadsheet verifying contractor's payment application

Please contact me if you have any questions.

Respectfully,

DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E.

P:\Duanesburg (T)\SD1\Long Term Improvements\Construction\pay apps\General\#7\TD1-G-20 Pay App 7 CL.doc

CC: Town Clerk (w/enclosures)
TD1-G-20- File (w/enclosures)

Other New York Offices:

Albany · Goshen · Liberty · Monticello · Red Hook · Walton
www.delawareengineering.com

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Town of Dutchessburg PROJECT: Delaune WWTP Long Term Improvements

FROM CONTRACTOR: MCJ Construction LLC, 777 Bunker Hill Road, Mayfield, NY 12117

ARCHITECT: Delaune Engineering, 25 South Main Street, Oneonta, NY 13826

PERIOD TO: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

PROJECT NO: ☐

CONTRACT DATE: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$ 999,000.00
2. Net change by Change Orders	\$ 77,896.62
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,076,896.62
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,076,264.81
5. RETAINAGE:	
a. % of Completed Work	53.813.24
(Column D + E on G703)	
b. % of Stored Material	0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b on Total in Column I of G703)	\$ 53,813.24
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,022,451.57
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 962,699.78
8. CURRENT PAYMENT DUE	\$ 59,751.79
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 54,445.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$56,000.00	
Total approved this Month	\$21,896.62	
TOTALS	77,896.62	0.00
NET CHANGES by Change Order	77,896.62	

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION, AIA © 1992

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR MCJ Construction LLC

By: [Signature] Date: 12/22/22
 State of New York County of Fulton
 Subscribed and sworn to before me this 22nd day of December 2022
 Notary Public: Dr. G. Calver
 My Commission expires: 5/18/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 59,751.79

Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

By: [Signature] Date: 1/4/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE OFFICIAL NOTARY OF ARCHITECTS, 125 NEW YORK AVE., NEW YORK, NY 10005-3702

TONIA ABBOTT
 Notary Public, State of New York
 Qual. in Fulton Co. No. 01AB6007260
 My Commission Expires 5/18/23

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar

Use Column Four Contracts where variable retainerage for line items not apply

AIA DOCUMENT G702

Page of

APPLICATION NO

APPLICATION DATE

PERIOD TO

ARCHITECT'S PROJECT NO

12/17/21

12/17/21

ITEM NO	DESCRIPTION OF WORK	CONTRACT VALUE	D		E	F	G	H	I
			PROG PREP WORK APPLICATIONS (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (G + H)	
1	Mobilization/Demobilization	\$45,000.00	\$11,500.00	\$13,500.00			\$45,000.00	\$0.00	\$2,250.00
2	New EQ Tank and Building	\$300,000.00	\$300,000.00	\$0.00			\$300,000.00	\$0.00	\$15,000.00
3	New Mechanical Fine Screen	\$190,000.00	\$187,500.00	\$2,500.00			\$190,000.00	\$0.00	\$9,500.00
4	New FQ Tank Pumps and Aeration System	\$150,000.00	\$150,000.00	\$0.00			\$150,000.00	\$0.00	\$7,500.00
5	Site Work and Yard Piping	\$65,000.00	\$65,000.00	\$0.00			\$65,000.00	\$0.00	\$3,250.00
6	SBR Tank Grating and Railing	\$50,000.00	\$50,000.00	\$0.00			\$50,000.00	\$0.00	\$1,500.00
7	NPW System in Filtration Building	\$67,000.00	\$64,500.00	\$2,500.00			\$67,000.00	\$0.00	\$3,350.00
8	New UV System	\$130,000.00	\$127,500.00	\$2,500.00			\$130,000.00	\$0.00	\$6,500.00
9	Modify Chemical Feed Skid	\$2,000.00	\$2,000.00	\$0.00			\$2,000.00	\$0.00	\$100.00
10	Allowance 1 - Unforeseen Conditions	\$70,000.00	\$19,368.19	\$0.00			\$19,368.19	\$631.81	\$968.11
11	Alternate 1 - Rock Excavation (0-100CY)	\$56,000.00	\$56,000.00	\$0.00			\$56,000.00	\$0.00	\$2,800.00
12	Alternate 2 - Rock Excavation (101-500CY)	\$0.00	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
13	CO #2 - 11/9/2021 - Site Upgrades and Valves	\$21,896.62	\$0.00	\$21,896.62			\$21,896.62	\$0.00	\$1,094.83
14			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
15			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
16			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
17			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
18			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
19			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
20			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
21			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
22			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
23			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
24			\$0.00	\$0.00			\$0.00	\$0.00	\$0.00
GRAND TOTALS		\$1,076,896.62	\$1,013,368.19	\$63,528.43			\$1,076,896.62	\$631.81	\$53,813.21

SA DOCUMENT G702, CONTINUATION SHEET FOR G702, 100% COLLECT, AIA, 3/08/07

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20004-4820

G702-1507

PAYROLL

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

Rev Dec. 08



Name of Contactor MCJ CONSTRUCTION, LLC						ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117							OMB No. 1235-0008 Expires 02/28/18								
FEIN		For Week Ending		PROJECT AND LOCATION:												PROJECT OR CONTRACTOR NO.					
14-1835610		10/31/2021		Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053												PRC NO. #2020090005					
Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST	Day and Date							Total Hours	Rate of Pay	Gross Amount Earned	FICA	Fed W/H tax	NYS tax	PFL SDI	Other	Total Deductions	Net Wages Paid for week	
				M 10/25	T 10/26	W 10/27	TH 10/28	F 10/29	S 10/30	S 10/31											
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT								0	77.94	0.00								0.00
			Hol							0	60.54										
			ST							0	60.54										
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor	OT								0	77.94	0.00								0.00
			Hol							0	60.54										
			ST							0	60.54										
Puman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O	Labor	OT								0	71.94	0.00								0.00
			HOL							0	54.54										
			ST							0	54.54										
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	OT								0	77.94	0.00						-		0.00
			Hol							0	60.54										
			ST							0	60.54										
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	OT								0	65.00	130.00	9.95	24.54	7.68	0.03			42.20	87.80
			HOL							0	65.00										
			ST	2						2	65.00										
			ST								0										0.00
										0											
			St							0											
			ST								0										0.00
										0											
			St							0											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a) the Copland Act's (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(b)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed, DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Ave N.W., Washington, D.C. 20210

11/5/2021

Member/Manager

(Name of Signatory Party)

(Title)

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC

Town of Duanesburg, Delanson WA; that during the payroll period commencing on the

(Building or Work)

25th	day of October 2021	, and ending the	31st	day of October 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MC-1 CONSTRUCTION, LLC

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency reauthorized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are reauthorized by the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(2) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

XX. in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH.
XX Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

REMARKS:

Name and Title Leslie Garber/Member	SIGNATURE 
--	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 32 OF THE UNITED STATES CODE.

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm

Wage and Hour Division



Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

Rev Dec. 08

Name of Contractor MCJ CONSTRUCTION, LLC		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117		OMB No. 1235-0008 Expires 02/28/18															
FEIN 14-1835610	For Week Ending 11/17/2021	PROJECT AND LOCATION: Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053		PROJECT OR CONTRACTOR NO. PRC NO. #2020090005															
Name and Individual Identifying Number	No. of With- holdings	Work Classification	ST of	Day and Date							Gross Amount Earned	Deductions			Net Wages Paid for week				
				M 11/1	T 11/2	W 11/3	TH 11/4	F 11/5	S 11/6	S 11/7	Total Hours	Rate of Pay	FICA	Fed WH tax	NYS tax	PFL SDI	Other	Total Deductions	
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT								0	77.94							
			Hol								0	60.54							0.00
			ST								0	60.54							0.00
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor	OT								0	77.94							
			Hol								0								0.00
			ST								0	60.54							0.00
Putman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O	Labor	OT								0	71.94							
			HOL								0	54.54							
			ST					3			3	54.54	12.51	25.10	7.85	0.05	16.36	61.87	101.75
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	OT								0	77.94							
			Hol								0	60.54							
			ST					3			3	60.54	13.89	19.16	10.27	0.05		43.37	138.25
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	OT								0	65.00							
			HOL								0	65.00							
			ST			2		4			6	65.00	29.84	73.62	23.05	0.09	126.60	263.40	
			ST								0								0.00
			ST								0								0.00
			ST								0								0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act (40 U.S.C. 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed, DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3502, 200 Constitution Ave N.W. Washington, D.C. 20210

11/12/2021

Member/Manager

are by state:

do hereby state:

(1) That I Pay or supervise the payment of the persons employed by

MC-I CONSTRUCTION, LLC

Town of Duanesburg Delanson W : that during the payroll period commencing on the

(Building or Work)

1st	(building or year)	and ending the	7th	day of November 2021
1st	day of November 2021			

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

MC.I CONSTRUCTION, LLC

(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 53 Stat. 1094, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the laborers or mechanics employed by the contractor are duly licensed and bonded in accordance with the laws of the State of New York; and that the contractor has not employed any laborer or mechanic in violation of the laws of the State of New York.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency reauthorized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

WHERE FRANCH BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

XX in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below.employees, except as noted in section 4 (c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
XX Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

(C) EXCEPTION	EXCEPTION (CRAFT)	EXPLANATION
REMARKS:		

Name and Title
Leslie Garber/Member

SIGNATURE
Leslie Garber

THE WILLFUL FAUSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 22 OF THE UNITED STATES CODE.

US Department of Labor

PAYROLL

Wage and Hour Division

For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm

Persons are not required to respond to the collection of information unless it displays a current valid OMB control number

Rev Dec. 08

Name of Contractor MCJ CONSTRUCTION, LLC		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117		OMB No. 1235-0008 Expires 02/28/18												
FEIN 14-1835610	For Week Ending 11/28/2021	PROJECT AND LOCATION: Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053		PROJECT OR CONTRACTOR NO. PRC NO. #202009005												
Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST of	Day and Date	Gross Amount Earned	FICA	Fed WH tax	Deductions	Net Wages Paid for week							
				M 11/22	T 11/23	W 11/24	TH 11/25	F 11/26	S 11/27	S 11/28	Total Hours	Rate of Pay	Total Deductions	Other		
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S0	Engineer	OT								0	77.94				
			Hol								0	60.54				0.00
			ST								0	60.54				0.00
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S0	Labor	OT								0	77.94				
			Hol								0	60.54				0.00
			ST								0	60.54				0.00
Putman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S0	Labor	OT								0	71.94				
			HOL								0	54.54				0.00
			ST								0	54.54				0.00
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M0	Labor	OT								0	77.94				
			Hol								0	60.54				0.00
			ST								0	60.54				0.00
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S0	Manager	OT								0	65.00				
			HOL								0	65.00				131.71
			ST	3							3	65.00	14.92	11.52	0.04	63.29
											0					0.00
			ST								0					0.00
											0					0.00
			ST								0					0.00

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3, 5.5(a), the Copland Act (40 U.S.C. 3145), contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting to or financing the construction period, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed, DOL and federal contracting agencies receiving this information review the information to determine if employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor Room S3502, 200 Constitution Ave N.W., Washington, D.C. 20210

12/3/2021

Member/Manager (Title)

ereby state:

do hereby state:

(1) That I Pay or supervise the payment of the persons employed by

MCJ CONSTRUCTION, LLC

Town of Duquesburg Delanson W : that during the payroll period commencing on the

(Building or Work)

22ne	day of November 2021	, and ending the	28th	day of November 2021

all persons employed on said project have been paid the full weekly wages earned, that no rebates have

been or will be made either directly or indirectly to or on behalf of said

MC-1 CONSTRUCTION, LLC

(Contractor of Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 100.000, C.F.R., 6. Article A, inserted by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 949).

3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, 35 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. & 3145), and described below;

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the specifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency reauthorized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, then with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

WHERE FINANCE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

XX In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4 (c) below employees, except as noted in section

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

XX Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below:

(c) EXCEPTIONS

[illegible]

Name and Title Leslie Garber/Member	SIGNATURE 
--	--

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OF SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 100.01 OF TITLE 18 AND SECTION 231 OF THE PENNSYLVANIA PENNSYLVANIA UNIFORM STATE CODE.

For Contractor's Optional Use: See instructions at www.dol.gov/whd/forms/wh347instr.htm

Wage and Hour Division

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Rev Dec. 08

Name of Contractor MCJ CONSTRUCTION, LLC		ADDRESS: 777 BUNKER HILL ROAD MAYFIELD, NY 12117		OMB No. 1235-0008 Expires 02/28/18																
FEIN 14-1835610	For Week Ending 12/12/2021	PROJECT AND LOCATION: Town of Duaneburg, Delanson WWTP 1376 Cole Road, Delanson, NY 12053		PROJECT OR CONTRACTOR NO. PRC NO. #2020009005																
Name and Individual Identifying Number of Worker	No. of With- holdings	Work Classification	ST of	Day and Date	Gross Amount Earned	FICA	Fed WH tax	Deductions	Total Deductions	Net Wages Paid for week										
M	T	W	TH	F	S	S	12/6	12/7	12/8	12/9	12/10	12/11	12/12	Rate of Pay	Total Hours	FICA	Fed WH tax	Deductions	Total Deductions	Net Wages Paid for week
Garber, Christian 13 Tamarack Trl Saratoga Springs, NY 12866	S/O	Engineer	OT											77.94	0					0.00
			Hol											60.54	0					0.00
			ST											60.54	0					0.00
Garber, Michael 17 Milton Heights Blvd Ballston Spa, NY 12020	S/O	Labor	OT											77.94	0					0.00
			Hol												0					0.00
			ST											60.54	0					0.00
Purman, Ryan D 112 Little Rock Lane Broadalbin, NY 12025	S/O	Labor	OT											71.94	0					0.00
			HOL											54.54	0					0.00
			ST											54.54	0	129.33	236.30	77.82	169.07	1,077.62
Owens, Jonathon 229 Midline Rd Amsterdam, NY 12010	M/O	Labor	OT											77.94	0					0.00
			Hol											60.54	0					0.00
			ST											60.54	0	185.25	263.04	138.35	587.24	1,834.36
Sargalis, Jeffrey E 29 S. Shore Rd Northville, NY 12134	S/O	Manager	OT											65.00	0					0.00
			HOL											65.00	0					0.00
			ST											65.00	0	198.90	490.79	153.65	843.94	1,756.06
			ST												0					0.00
			ST												0					0.00
			ST												0					0.00

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Project: Dabson WWTP Long Term Improvements									
Project No. T01-21-01 General									
Contractor: M&J Construction									
Pay Item # 10200201 to 10170201									
Pay Item Description: Sewerage and Sanitation									
Location: Town of Bangorburg									
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**2022-2023 ANIMAL CONTROL SHELTERING CONTRACT
BETWEEN THE TOWN OF DUANESBURG
AND
THE ANIMAL PROTECTIVE FOUNDATION
OF SCHENECTADY, INC.**

This Contract is made on the _____ of _____, 2021 between the Town of Duanesburg (hereinafter referred to as the TOWN) and the Animal Protective Foundation of Schenectady, Inc. (hereinafter referred to as the FOUNDATION).

WHEREAS:

- The TOWN is required to seize dogs pursuant to Article 7 of the Agriculture and Markets Law of the State of New York "Ag and Markets" in the course of providing dog control services within the TOWN;
- The TOWN cannot relinquish responsibility for its seized dogs to the FOUNDATION during the redemption period;
- Every dog control officer, peace officer, when acting pursuant to his special duties or police officer shall promptly make and maintain a complete record of any seizure and subsequent disposition of any dog;
- The TOWN must properly shelter, feed and water each dog seized pursuant to the provisions of Article 7;
- Section 114(2) of the Ag and Markets Law allows the TOWN to contract for pound or shelter services with any incorporated humane society or similar incorporated dog protective association;
- The FOUNDATION is a not-for-profit humane society funded primarily by donations;
- The FOUNDATION operates a facility for the sheltering of owner-relinquished animals and stray cats;
- The FOUNDATION, with limitations and criteria defined within shall make sheltering services available on a contractual basis.

THEREFORE:

To the extent kennel space is available, and unless one of the disqualifying conditions stated in this agreement exist, the FOUNDATION shall shelter dogs presented to it by the TOWN's dog control officers or authorized representatives of the TOWN, or members of the public presenting such dogs found in the TOWN, that are in violation of Article 7 of the Ag & Markets Law. The FOUNDATION shall provide appropriate shelter, food and water for such dogs in its possession until redeemed by their owner or transferred to the FOUNDATION by the TOWN for adoption or otherwise disposed of pursuant to and as provided in Article 7 of the Ag and Markets Law.

Dogs seized for Article 7 violations may only be transferred to the FOUNDATION (at the end of the redemption period) in order to improve the opportunity for adoption. Dogs seized under Article 7, Section 117 1.(d), Section 123 or Article 26 will not be accepted by the FOUNDATION.

Upon the TOWN's seizure of a dog running at large, the TOWN may only deliver such dog to the FOUNDATION when kennel space is available. It shall be the responsibility of the FOUNDATION to notify the TOWN's Dispatch Center when there is no available kennel space. It shall be the responsibility of the TOWN to arrange for alternate housing for seized dogs should space be unavailable.

Officers of the TOWN will be given twenty-four (24) hour access to the FOUNDATION's shelter lobby and incoming areas by use of security codes. It shall be the responsibility of the FOUNDATION to ensure that two (2) temporary holding kennels are available at the close of each business day. If, between the close of business and the next morning, an officer arrives with a dog and the temporary holding kennels are full, the officer shall utilize an alternate sheltering facility. The FOUNDATION will then notify the officer of the first available kennel so that the dog can be relocated to the shelter as soon as possible.

The TOWN's representative must complete, for each dog brought to the FOUNDATION, a "Dog Seizure and Disposition" form and attach the form to the clipboard hanging from the corresponding dog's kennel. Only the Dog Seizure and Disposition form provided by Ag & Markets will be recognized as official documentation of seizure by the FOUNDATION. Dog Seizure and Disposition forms shall be available at the FOUNDATION. Notification of seizure to owners of identified animals shall be the sole responsibility of the TOWN's dog control officer in accordance with Article 7 of the Ag and Markets Law and a copy of such notification shall be sent to the FOUNDATION.

At the time any dog is delivered to the FOUNDATION by a dog control officer or law enforcement representative or resident of the TOWN, the FOUNDATION will hold the dog pending redemption by its owner pursuant to Article 7, Section 117 and 118. If the dog is brought in by a member of the public to the FOUNDATION's facility who claims to have found the dog within the corporate limits of the TOWN, the FOUNDATION shall immediately notify the dog control officer at the phone number designated in writing by the TOWN and the dog control officer shall respond to the FOUNDATION within twenty-four (24) hours in person to complete the Dog Seizure and Disposition form. If the municipality's dog control officer does not respond within 24 hours, the FOUNDATION is authorized to complete the Dog Seizure and Disposition form on their behalf.

The TOWN agrees that its officers shall bring only healthy, sound dogs to the FOUNDATION. Any dog that appears to be dangerous, sick or injured, or exhibits any symptoms or behaviors listed in Appendix B shall be transported immediately to an emergency or veterinary clinic by the TOWN for evaluation. Once the veterinary service determines the dog is not dangerous or is sufficiently well to be sheltered, the FOUNDATION shall shelter the dog at the TOWN's request.

If veterinary services are required during the animal's redemption period at the FOUNDATION, the TOWN shall remain responsible for arranging such veterinary care as well as payment for veterinary services. The TOWN shall consult with the veterinarian and the FOUNDATION with respect to the level of care required, but the TOWN reserves the right to determine, in its sole discretion, the nature and extent of such veterinary care and services.

The FOUNDATION shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article 7.

Application for the redemption of dogs during the stray hold periods pursuant to Article 7 of the Agriculture and Markets Law shall be processed through the office of the Town Clerk and any impoundment fees must be paid to the Clerk by the owner. The TOWN will retain any and all impoundment fees.

The FOUNDATION will permit redemption by the lawful owners of seized dogs, directly from the FOUNDATION's Shelter at 53 Maple Avenue, Glenville, New York when the Shelter is open to the public, provided that a Dog Seizure and Disposition form has been executed by the TOWN signifying that the dog is currently licensed and identified and the appropriate impoundment fee has been collected by the Town Clerk. A receipt for the amount collected, copy of the executed Dog Seizure and Disposition form and a copy of the dog license must be presented to the FOUNDATION by the lawful owner.

The TOWN agrees that in the case of any unredeemed dog, title to which has been forfeited to the TOWN, the FOUNDATION shall either euthanize the dog or make it available for adoption at the FOUNDATION or transfer it to another humane organization for adoption pursuant to the provisions of Section 118(7) of the Ag and Markets Law. The TOWN's obligation for expenses associated with the sheltering, care and treatment of any dog ends when the redemption period ends unless the parties agree that the dog shall be euthanized at that time. The TOWN shall then be responsible for only the cost of euthanasia and cremation. All adoption fees will be retained by the FOUNDATION.

Any animal that is deemed by the TOWN as "Dangerous" shall fall outside of this Contract and will only be sheltered by the Foundation on terms and for periods as the parties may jointly agree.

The incoming and lobby areas are the only areas that may be accessed by TOWN officers. After business hours, the remainder of the FOUNDATION's building is armed with an alarm system. If the alarm is tripped, the Glenville Police Department will be notified by the FOUNDATION. If the TOWN's officer(s) trip the FOUNDATION's alarm system, with no FOUNDATION staff present, the TOWN shall pay an alarm fee of \$100 for each occurrence.

The FOUNDATION shall not be required to transport deceased animals to the FOUNDATION. Furthermore, the cost of cremating a deceased animal brought to the FOUNDATION by the TOWN shall be borne by the TOWN in accordance with the fee schedule in Appendix A.

To the extent that it is able, the FOUNDATION will make every effort to ensure that space is available for animals brought to the FOUNDATION by the TOWN. Should the FOUNDATION be unable to provide housing due to contagious disease or overpopulation, the FOUNDATION shall not be responsible to reimburse the TOWN for expenses associated with finding other housing facilities.

The FOUNDATION will not accept dogs with fresh bite wounds nor have themselves bitten a person or another animal. In the event of a bite case (animal to animal or animal to person), the TOWN shall make arrangements for alternate housing as the FOUNDATION is unable to provide quarantine for the animal. It is the sole responsibility of the TOWN to notify and complete a report in accordance with the Schenectady County Health Department.

The FOUNDATION requires that the transporting officer shall be responsible for sanitizing the vehicle in which each animal is transported. The FOUNDATION shall provide the

TOWN with an area to clean its Animal Control Vehicle at no charge to the TOWN. The selection of such area shall be designated by the FOUNDATION. The location is outside the Incoming door.

The TOWN shall appoint a primary and secondary contact to serve as its authorized representative regarding matters related to this Contract. The TOWN's authorized representative shall communicate with the FOUNDATION and shall respond to the FOUNDATION within the same business day whenever possible.

In the case of a medical emergency or other circumstances (see Appendix B) requiring removal of an animal from the FOUNDATION, where the dog control officer or the TOWN's authorized representative cannot be contacted, the supervising officer on duty shall authorize a representative of the TOWN to immediately transport the animal to a veterinary/emergency clinic.

For TOWN dogs delivered to the FOUNDATION, the TOWN will be invoiced by the FOUNDATION in accordance with the fee schedule in Appendix A.

The FOUNDATION shall issue to the TOWN an invoice for a calendar month's charges incurred by the TOWN by the fifteenth (15th) of the following month. Invoices will be sent to the Town of Duanesburg, Attn: Town Supervisor, 5853 Western Turnpike, , Duanesburg, New York 12056. The TOWN shall remit payment to the FOUNDATION within thirty (30) days of its receipt of an invoice.

Payments shall be made in the form of a check and remitted to THE ANIMAL PROTECTIVE FOUNDATION OF SCHENECTADY, INC., Attn: Accounting, 53 Maple Avenue, Glenville, New York 12302.

Past due invoices are subject to a late charge of \$20 for every thirty days past due, up to 20% annually. After 90 days, if the FOUNDATION does not receive payment of original charges and late fees from the TOWN, this Contract may terminate and the FOUNDATION may commence the procedures governing the disposition of abandoned animals set forth in Article 25-B of the Ag and Markets Law. In the event the TOWN fails to remit payment within thirty (30) days of receipt of invoice more than two (2) times in one (1) year, the FOUNDATION may terminate this Contract on thirty (30) days written notice to the TOWN.

Notwithstanding the prior terms hereof, the FOUNDATION by its Board of Directors reserves the right, on a thirty (30) day written notice, to terminate this Contract without cause or further responsibility on its part and similarly the Town Board of the Town of Duanesburg reserves its right to cancel this agreement on thirty (30) days written notice to the FOUNDATION.

The FOUNDATION shall carry out its obligations under this contract in accordance with the requirements of the Public Health Law and the Ag and Markets Law of the State of New York.

The TOWN agrees to defend against and indemnify the FOUNDATION and its directors, agents and employees for all claims, suits, actions, damages and costs for every name and description arising out of or resulting from the FOUNDATION's compliance with any directive from a representative of the TOWN to release for adoption or euthanize any dog.

This Contract constitutes the entire Contract between the parties and supersedes and replaces any and all contracts, written or oral, as to such matters. This Contract may not be modified or amended orally, but only by an agreement in writing, signed by both parties.

The waiver by either party of a breach of any provision of this Contract by the other shall not operate or be construed as a waiver of any subsequent breach.

The invalidity of all or any part of any section of this Contract shall not render invalid the remainder of the Contract or the remainder of such section. If any provision of this Contract is so broad as to be unenforceable, such provision shall be interpreted to the fullest extent of the law.

This Contract shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws.

IN THE EVENT A DISPUTE SHALL ARISE BETWEEN THE PARTIES TO THIS CONTRACT, IT IS HEREBY AGREED THAT THE DISPUTE SHALL BE REFERRED TO AND DECIDED BY AN ARBITRATOR SELECTED BY THE PARTIES FROM A LIST MAINTAINED BY THE AMERICAN ARBITRATION ASSOCIATION (HEREINAFTER AAA) FOR COMMERCIAL DISPUTES AND THE ARBITRATOR'S DECISION SHALL BE FINAL AND LEGALLY BINDING AND JUDGMENT MAY BE ENTERED THEREON. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SHARE OF THE ARBITRATION FEES IN ACCORDANCE WITH THE AAA'S FEE SCHEDULE. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR'S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR'S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF SUIT/LEGAL ACTION AND REASONABLE ATTORNEY'S FEE TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD.

EACH PARTY HERETO AGREES THAT ANY ACTION OR PROCEEDING TO ENFORCE THE PROVISIONS OF THIS CONTRACT OR CHALLENGING THE ARBITRATOR'S AWARD MAY BE COMMENCED IN ANY NEW YORK STATE SUPREME COURT IN SCHENECTADY COUNTY. IF FOR ANY REASON THIS ARBITRATION CLAUSE SHALL BECOME INAPPLICABLE, EACH PARTY HERETO WAIVES TRIAL BY JURY OF ANY CLAIMS OR PROCEEDINGS WITH RESPECT TO THIS CONTRACT, OR THE OBLIGATIONS RELATED HERETO, TO THE FULLEST EXTENT ALLOWED BY LAW.

The FOUNDATION will notify the TOWN in writing whether or not it intends to renew this Contract no later than thirty (30) days prior to the termination of this Contract. Any extension of this Contract shall be in the form of an amendment to this Contract or a new Contract incorporating the terms of this Contract; and shall be upon the same terms and conditions as herein set forth unless otherwise agreed in writing by both parties.

The terms of this Contract shall be for two years commencing on January 1, 2022 and ending on December 31, 2023.

The undersigned parties to this Contract hereby acknowledge their approval of this Contract on the ____ day of _____, 2021.

Town of Duanesburg

Animal Protective Foundation
of Schenectady, Inc.

Roger Tidball
City Supervisor

Joseph Lisella
Executive Director

Date: _____

Date: _____

Appendix A

The TOWN shall be invoiced for each animal brought to the FOUNDATION by the TOWN or its representative in accordance with the following fee schedule:

Dogs - \$65/day

(Each dog receives a physical exam, distemper vaccine, bordetella vaccine, flea treatment, general de-wormer and fecal exam)

Euthanasia (requested by the TOWN) - \$130

Group Cremation* (including non-canine animals) - \$120

*Remains will not be returned

Appendix B

The FOUNDATION can only provide shelter and care for healthy animals. No sick or injured animals may be delivered to the FOUNDATION at any time.

Any seized animals suffering from illness or injury must receive prompt treatment by a licensed veterinarian.

It is strongly advised that the TOWN have a Contract with a licensed veterinarian to offer these services when needed.

Below are some guidelines in order to assist the TOWN in making an assessment regarding the appropriate care required for an animal.

Conditions that may require veterinary evaluation or immediate emergency care:

- Very lethargic/weak behavior
- Difficulty breathing
- Bleeding of any kind
- Vomiting
- Seizures
- Diarrhea
- Extremely starved
- Unable to walk or stand
- Swelling of any limbs
- Broken limbs
- Eye injuries
- Open wounds that are deep and bleeding
- Excessive drooling
- Acting painful/crying in pain
- Porcupine quills
- History of trauma, i.e. hit by car, in a car accident, etc.

PO Box 160
Quaker Street, NY 12141

William Wenzel, Supervisor
Town Board
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

January 13, 2022

Dear Supervisor Wenzel and the Town Board,

Lynne Bruning 13388 Duanesburg Road. Please include my Privilege of the Floor statement in the town board meeting minutes as recorded on the town website.

1. Oak Hill Solar's August 25, 2021 Noise Analysis is shallow and incomplete. It omits the battery storage, more than 200 tracking motors, heating source and other equipment. The Project's location may not be accurately reflected. For your convenience it is attached to this correspondence. The acoustical engineers I have spoken with refer to it as an amateur broad brush document that may not uphold the town's Solar Law 3.j.¹ I've identified a few engineer's that specialize in utility solar + storage energy projects that will conduct a peer review of this document. Unfortunately, the engineers are unable to provide documents until the February planning board meeting. I request that the town and planning boards not take any action until a peer review of the noise study is submitted to the planning board for their review.

2. By chance I happened to find Oak Hill Solar's Visual Maintenance Agreement recorded on the Schenectady County Clerk's LandEx website on January 10, 2022². The Agreement's text does not match the Agreement text approved by the Town Board and documented in the June 24, 2021 approved minutes³. At this meeting the town Attorney stated that the September 19, 2019 Resolution and the October 17, 2019 Planning Board Minutes amending the Resolution to reflect the correct acreage would be attached. They are attached. Although residents repeatedly requested that Site Plan Sheet 11 of 11, the Planting Plan, which was submitted to the Planning

¹ https://www.duanesburg.net/sites/g/files/vyhlf4351/f/uploads/local_law_7_solar_final1.pdf#:~:text=The%20purpose%20of%20this%20local,reduce%20potential%20impacts%20to%20adjoining

² <https://duanesburgneighbors.com/wp-content/uploads/2022/01/2022-01-12-LandEx-Records-Download-34-202201353-copy.pdf>

³ <https://www.duanesburg.net/node/238/minutes/2021>

Board on September 5, 2019 be attached to the Agreement, the town Attorney did not agree. The omission of Sheet 11 of 11 from the record may open the door to speculation concerning the size and location of the two Oak Hill Solar power plants.

Has the town reviewed the Agreement filed by Couch White on January 10, 2022? Why is the document text different from what the town approved? I request that this discrepancy be remedied prior to the planning board taking any action on Oak Hill Solar projects.

3. On Monday January 10, 2021 I submitted a letter and three supporting documents to the Planning Board concerning the November 18, 2021 Planning Board Minutes which include the Oak Hill Solar Full Environmental Assessment Form Part 3. It states that the Project is 800 feet north of Duanesburg Road. This is significantly different from the Project's September 19, 2019 application and site plan that indicates that the Project is nearly 1,500 north of Duanesburg Road. I've attached this letter and supporting documents to my public comments and request it is included in the minutes. Who drafted the FEAF Part 3?

4. On October 20, 2021 the Schenectady County Clerk recorded more than \$29,325,000 in mortgages for the Oak Hill Solar projects⁴. These documents include the leases and easements for the properties but omit the Visual Maintenance Agreement approved by the Town Board on June 24, 2021. Is the town adequately protected for the planting and maintenance of the visual screening for the lifetime of the Project?

5. In 2018 and 2019 Eden Renewables presented their business as solar developers, experts in installing solar. However, their February 2019 Securities and Exchange Commission Form D⁵ reflects that Eden Renewables, LLC is a partner of Eden DevCo LP, an industry group in real estate NOT the energy industry. This may explain why the Oak Hill Solar application contains so many errors, omissions and misleading documents. Did Eden misrepresent themselves to the town and taxpayers?

6. I request that the town board review possible conflicts of interests that may be present on the Planning Board's review of energy projects. Recently appointed vice chair, Mike Harris, spouse was employed by New York State Energy Research and Development Authority (NYSERDA) during the 2019 review of Onyx, RER and Oak Hill. On April 7, 2021 she was appointed President of NYSERDA⁶. In October 2019 Oak Hill Solar was awarded more than \$7,700,000 in funding from NYSERDA. As of time of writing Eden has received \$9,200,000 and Amp has received \$10,000,000 in financial assistance from NYSERDA's financial arm the NY Green

⁴ <https://duanesburgneighbors.com/2021/10/19/mortgage-oak-hill-solar-2-llc/>

⁵ https://www.sec.gov/Archives/edgar/data/1766885/000114420419005823/xslFormDX01/primary_doc.xml

⁶ <https://www.nyserda.ny.gov/About/Executive-Staff/Doreen-Harris>

Bank⁷. According to planning board meeting minutes Mr. Harris' connection to NYSERDA has not been discussed at a meeting and openly disclosed to the public. The meeting minutes do not reflect Mr. Harris recused himself in 2019. The 2021 meeting minutes reflect his votes on Oak Hill Solar review.

7. I request that the town board review possible conflicts of interest for planning board attorney Teresa Bakner. Her spouse, Ed Pheil, is in the energy business with Elysium Industries⁸, Fisonic Energy Solutions⁹, Vortex MX2, Poseidon Atomic, Averoses Inc, Silicon Accelerators Inc and possibly more. It appears that at least one of these companies may have received support and funding from NYSERA.

On paper Oak Hill Solar is a mess of contradictions, errors and omissions. Any project that begins with the omission of the nearest home is unlikely to improve during construction, operation or decommissioning.

Whats right is right. And whats fair is fair. And its about time someone stands up and does something about it.

Thank you for your time and consideration.

Respectfully,

Lynne Bruning
720-272-0956
lynnebruning@gmail.com

Enc: January 10, 2022 letter Bruning to the Planning Board Noise Analysis

⁷ <https://greenbank.ny.gov/Investments/Portfolio>

⁸ <https://www.elysiumindustries.com/>

⁹ <https://www.fisonic.us/>



**ENVIRONMENTAL DESIGN
PARTNERSHIP, LLP.**
Shaping the physical environment

900 Route 146 Clifton Park, NY 12065
(P) 518.371.7621 edpllp.com

**SOLAR FARM NOISE ANALYSIS REPORT
FOR**

OAK HILL 1 & 2 SOLAR FARM

**TOWN OF DUANESBURG
SCHENECTADY COUNTY**

PREPARED FOR: amp Energy

PREPARED BY: ENVIRONMENTAL DESIGN PARTNERSHIP, LLP

Prepared: August 25, 2021

Background and Methodology

A noise analysis was conducted based on New York State Department of Environmental Conservation (NYSDEC) guidance for assessing noise impacts entitled "Assessing and Mitigating Noise Impacts" last revised February 2, 2001. The NYSDEC 2001 reference affirms guidance related to the reduction in perceived sound levels with distance and the cumulative effect of multiple sound sources.

As a general rule, without other environmental factors (i.e., terrain or vegetation for example) which tend to further reduce sound levels, sound levels decrease by 6 dB with doubling of distance. Further, when multiple sound sources exist, such as centralized electrical equipment associated with a solar farm, the cumulative effect of the multiple sources is not additive. The NYSDEC 2001 reference provides a method and reference table (Table A) for determining the cumulative effect of multiple sound sources.

The following is a summary of the noise analysis performed for the proposed central electrical equipment of the referenced solar farm.

Noise Generating Equipment

The noise generating equipment associated the centralized electrical equipment with this particular solar farm installation includes a transformer, inverter and cooling unit associated with battery storage. Manufacturer's specifications relative to the sound levels associated with this equipment was provided by the project sponsor as listed below and is included in the attached reference sheets.

- Eaton CA202003EN 2001-2500 kVA Three Phase Transformer = 62 dB @ 3 ft
- HEMK 600 V Inverter = 79 dB @ 3 ft
- ICE ECUA150ACD Air Conditioner = 89 dB @ 3 ft (interpolated from 84 dB @ 5 ft)

Pursuant to the NYSDEC 2001 reference related to the cumulative effect of noise generating equipment, the combined equipment sound level for the proposed centralized equipment was established as 89 dB at a distance of 3 ft.

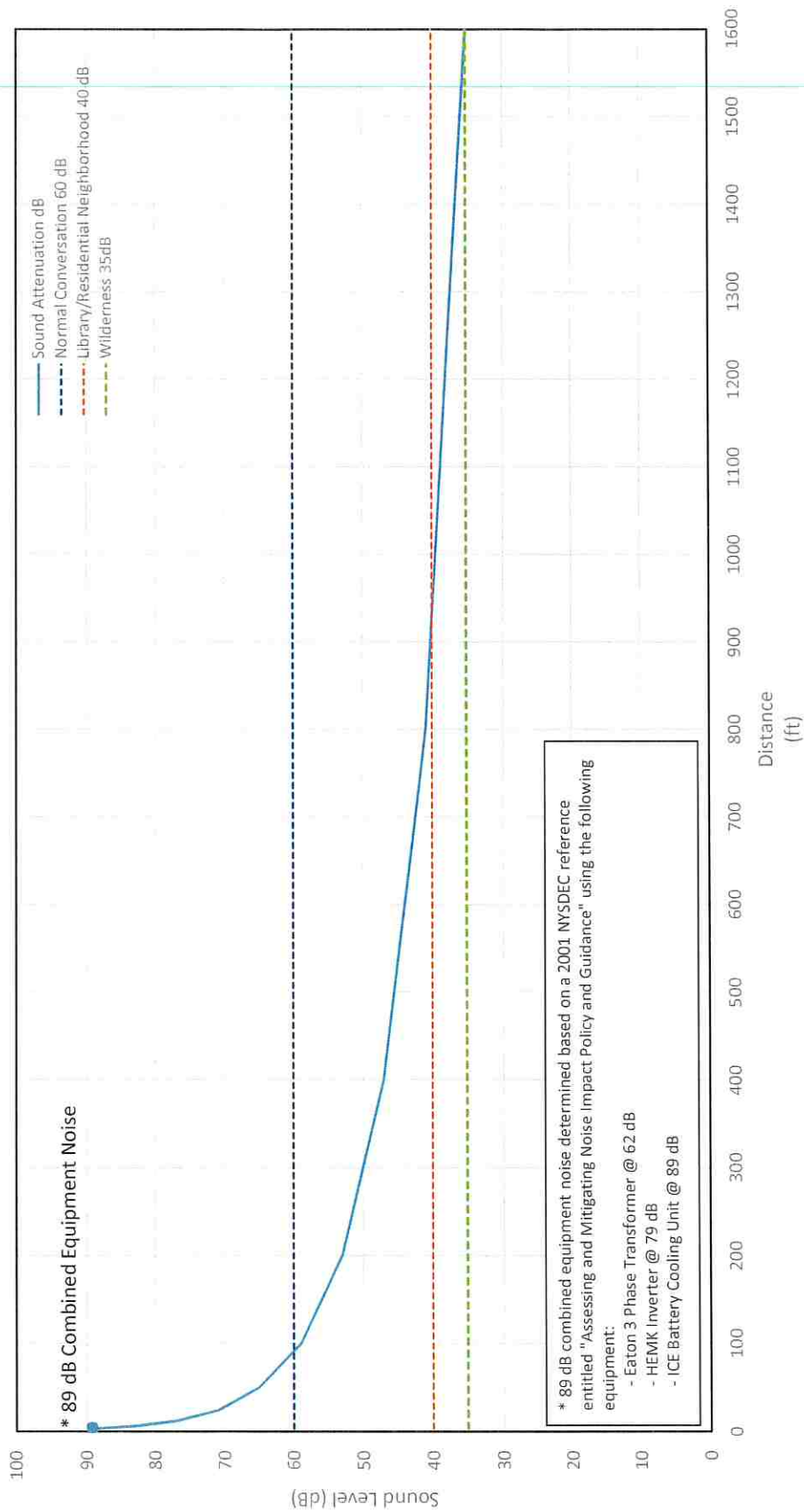
Attenuation of Sound from the Centralized Equipment

As noted, in a free field without other environmental factors such as terrain or vegetation which tend to further reduce sound levels, sound levels decrease by 6 dB every time the distance is doubled. The following graph provides the anticipated free field attenuation of sound associated with the centralized equipment of the proposed solar farm installation. At a distance of 3 ft from the equipment pad the cumulative equipment sound level is calculated to be 89 dB. At a distance of approximately 95 ft from the equipment pad the sound level is expected to be approximately 60 dB which is a sound level that is typical of a normal conversation. At a distance of approximately 900 ft from the equipment pad the sound level is expected to be approximately 40 dB which is a sound level that is typical of a library or a residential neighborhood.



EDP understands that noise levels at the property line of two neighboring properties (lands of Ganster and lands of Briggs) are of interest. EDP further understands that the distance to these property lines are approximately 950 ft and 750 ft, respectively, from the nearest centralized equipment location. Given the sound attenuation with distance described above, the sound levels at 950 ft and 750 ft from the nearest centralized equipment pad are expected to be approximately 40 dB and 42 dB respectively. As previously noted, a sound level of 40 dB is commonly associated with that of a library or residential neighborhood.

Oak Hill Solar Farm Central Electrical Equipment Sound Attenuation



Eaton CA202003EN Three Phase Transformer

Table 2. Three-Phase Ratings

Three-Phase 50 or 60 Hz

kVA Available¹

45, 75, 112.5, 150, 225, 300, 500, 750, 1000, 1500, 2000, 2500, 3000, 3750, 5000, 7500, 10000

¹Transformers are available in the standard ratings and configurations shown or can be customized to meet specific needs.

Table 3. Impedance Voltage

Rating (kVA)	Low-voltage rating		
	≤ 600 V	2400 Δ through 4800 Δ	6900 Δ through 13800GY/7970 or 13800 Δ
45-75	2.70-5.75	2.70-5.75	2.70-5.75
112.5-300	3.10-5.75	3.10-5.75	3.10-5.75
500	4.35-5.75	4.35-5.75	4.35-5.75
750-2500	5.75	5.75	5.75
3750	5.75	5.75	6.00
5000		6.00	6.50

Note: The standard tolerance is ± 7.5%

Table 4. Audible Sound Levels

Self-Cooled, Two Winding kVA Rating	NEMA [®] TR-1 Average
	Decibels (dB)
45-500	56
501-700	57
701-1000	58
1001-1500	60
1501-2000	61
2001-2500	62
2501-3000	63
3001-4000	64
4001-5000	65
5001-6000	66
6001-7500	67
7501-10000	68

Table 5. Insulation Test Levels

KV Class	Induced Test 180 or 400 Hz 7200 Cycle	kV BIL Distribution	Applied Test 60 Hz (kV)
1.2	Twice Rated Voltage	30	10
2.5		45	15
5		60	19
8.7		75	26
15		95	34
25		125	40
34.5		150	50

Table 6. Temperature Rise Ratings 0-3300 Feet (0-1000 meters)

	Standard	Optional
Unit Rating (Temperature Rise Winding)	65 °C	55 °C, 55/65 °C, 75 °C
Ambient Temperature Max	40 °C	50 °C
Ambient Temperature 24 Hour Average	30 °C	40 °C
Temperature Rise Hotspot	80 °C	65 °C

ICE - ECUA150ACD Battery Air Conditioner Unit

Marvair Outdoor Sound Pressure Levels for the ICE - ECUA product Air Conditioners (dBA)							
Distance From Unit (Feet)	Model Number						
	ECUA90ACD	ECUA120ACD	ECUA150ACD	ECUDA180ACD	ECUDA240ACD	ECUDA300ACD	ECUDA360ACD
5	82	84	84*	85	87	88	88
10	78	79	79	80	82	84	83
20	73	73	73	75	76	78	78
30	70	72	72	73	75	76	76
40	69	70	70	72	73	74	75
50	67	69	69	70	72	71	73
60	65	67	67	68	70	70	71
70	63	65	65	67	68		
80							

Notes: (1) Test Date: July 2016

(2) Background Sound Pressure Level: 30-33 dBA

(3) Sound Level Meter 1 Meter Above Ground Directly in Line with Outdoor Coil

(4) All units - 410A Refrigerant

* Extrapolating to distance of 3 feet from unit suggests sound level of 88.8 (say 89) dB.

HEMK 600V Inverter

TECHNICAL CHARACTERISTICS

HEMK 600V

	FRAME 1	FRAME 2	
REFERENCE	FS2125K	FS3190K	
OUTPUT	AC Output Power(kVA/kW) @50°C [1]	2125	3190
	AC Output Power(kVA/kW) @40°C [1]	2200	3300
	Max. AC Output Current (A) @40°C	2117	3175
	Operating Grid Voltage(VAC) [2]	600V ±10%	
	Operating Grid Frequency(Hz)	50Hz/60Hz	
	Current Harmonic Distortion (THDi)	< 3% per IEEE519	
	Power Factor (cosine phi) [3]	0.5 leading ... 0.5 lagging adjustable / Reactive Power injection at night	
INPUT	MPPt @full power (VDC)	849V-1310V	
	Maximum DC voltage	1500V	
	Number of PV inputs [2]	Up to 36	
	Number of Freemaq DC/DC inputs [4]	Up to 6	
	Max. DC continuous current (A) [4]	2645	3970
	Max. DC short circuit current (A) [4]	4000	6000
EFFICIENCY & AUXILIARY SUPPLY	Efficiency (Max) (η)	98.78%	98.84%
	Euroeta (η)	98.39%	98.56%
	Max. Power Consumption (KVA)	8	10
CABINET	Dimensions [WxDxH] (ft)	12 x 7 x 7	
	Dimensions [WxDxH] (m)	3.7 x 2.2 x 2.2	
	Weight (lb)	12125	12677
	Weight (kg)	5500	5750
	Type of ventilation	Forced air cooling	
ENVIRONMENT	Degree of protection	NEMA 3R - IP54	
	Permissible Ambient Temperature	-35°C to +60°C / >50°C Active Power derating	
	Relative Humidity	4% to 100% non condensing	
	Max. Altitude (above sea level)	2000m; >2000m power derating (Max. 4000m)	
	Noise level [5]	< 79 dBA	
CONTROL INTERFACE	Communication protocol	Modbus TCP	
	Plant Controller Communication	Optional	
	Keyed ON/OFF switch	Standard	
PROTECTIONS	Ground Fault Protection	GFDI and Isolation monitoring device	
	General AC Protection	Circuit Breaker	
	General DC Protection	Fuses	
	Overvoltage Protection	AC, DC Inverter and auxiliary supply type 2	
CERTIFICATIONS	Safety	UL1741, CSA 22.2 No.107.1-16, UL62109-1, IEC62109-1, IEC62109-2	
	Compliance	NEC 2017 / IEC	
	Utility interconnect	EEE 1547.1-2005 / UL1741SA-Feb. 2018 / IEC62116.2014	

[1] Values at 1.00•V_{ac} nom and cos φ=1

Consult Power Electronics for derating curves.

[2] Consult Power Electronics for other configurations.

[3] Consult P-Q charts available: Q(kVar)=V(S(kVA))-P(kW)).

[4] Consult Power Electronics for Freemaq DC/DC connection configurations.

[5] Readings taken 1 meter from the back of the unit.

PO Box 160
Quaker Street, NY 12141

Jeffery Schmitt, Chair
Planning Board
Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Transmitted via email: jhowe@duanesburg.net, mdeffer@duanesburg.net

January 10, 2022

Re: Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC Noise Analysis

Dear Jeffery Schmitt and the Duanesburg Planning Board,

The November 18, 2021 Planning Board minutes were posted on the town website¹ December 17, 2021. The minutes include the “Oak Hill Solar 1 & 2, LLC Full Environmental Assessment Form Part 3 - Evaluation of the Magnitude of Importance of Project Impacts and Determination of Significance”. This document is dated November 18, 2021 and contains at least two claims that may require clarification prior to the Board taking action.

First, the claim that Oak Hill Solar 1, LLC and Oak Hill Solar 2, LLC (the “Project”) is 800 feet north of Duanesburg Road, and second, the claim of no impact from noise. While many people believe solar power plants are quiet neighbors, that may not be the case for utility scale solar + storage plants with tracking panels. Based upon Kenneth Kaliski’s paper “An overview of sound from commercial photovoltaic facilities”² presented at Noise-Con June 2020 indicates that solar generates noise. Noise that should be considered and planned for during the application process.

Failure to verify the correct Project location and a full and accurate Noise Analysis based upon this location may result in violations of the town’s 2015 zoning ordinance and the 2016 solar law.

LOCATION

The November 18, 2021 FEAF Part 3 states that the “proposed facility will be approximately 800’ from public viewing (Duanesburg Road, Route 7)”. This is significantly different from information provided to the Board and to the taxpayers during the July 18, 2019 and August 15, 2019 Public Hearings for the Project’s Special Use Permit ,Site Plan and Subdivision Approval.

https://www.duanesburg.net/sites/g/files/vyhlf4351/f/minutes/november_18_2021_planning_board_minutes_final.pdf

² <https://rsginc.com/wp-content/uploads/2021/04/Kaliski-et-al-2020-An-overview-of-sound-from-commercial-photovoltaic-facilities.pdf>

The 2019 application and review indicated that the Project would be located nearly 1,500 feet north of Duanesburg Road. The proposed change of location is not shown on the January 6, 2022 Revision F site plan. The change of location may not comply with the town's zoning ordinance and solar law.

On September 5, 2019 Eden Renewables and their engineer Environmental Design Partnership (collectively the "Applicant") submitted a letter to the Board that states:

"We note that a revised Site Plan has been enclosed which includes the addition of a Planting Plan as discussed below relative to visual screening. Other than the addition of the Planting Plan, sheet 11, the Site Plan remains the same that the Planning Board previously reviewed."

The Applicant's September 5, 2019 Site Plan contains sheets 1 through 11 of 11 dated February 8, 2019 and resubmitted to the town on March 11, 2019 and again on June 6, 2019. Curiously, none of these Site Plan sheets document a resubmital date of September 5, 2019 to include the new Planting Plan sheet 11 of 11. Freedom of Information requests to the Town have not provided a site plan that is signed and dated as approved by the Board.

On sheet 1 of 11 the title block on the right side of the page indicates that this is the Cover Sheet and that the drawing is "N.T.S." not to scale. A graphic scale is not provided. The omission of a scale may be in violation of zoning ordinance 14.6.1.4.2. Sheet 1 reflects that the south east corner of the Project site is at an elevation of 1,142 feet and is slightly south of an identifiable outcropping of trees. The Schenectady County Internet Mapping System (SIM) informs that this outcropping of trees is 1,500 feet north of Duanesburg Road. For your convenience annotated color copies of both documents are attached to this correspondence.

Additionally, the Applicant's March 11, 2019 letter to the Board item "Plans 6" states:

"The solar array is proposed to be installed nearly 1,500 ft north of Route 7 and 1,600 ft from the nearest neighboring home with substantial existing vegetation existing between the field and nearest visual receptor."

The distance in the March 11, 2019 letter and the distance on the Site Plan are in agreement that the Project is nearly 1,500 feet north of Duanesburg Road.

Curiously, the town engineer, Doug Cole of PrimeAE, and code enforcement officer, Dale Warner, did not comment on the Applicant's brazen error that the Project is 1,600 feet from the nearest neighboring home. They did not comment on the duplicate title information located at the top of Sheet 1 that covers up the nearest neighboring house. The County records reflect that the nearest neighboring house is 530 feet east of the Project and 800 feet north of Duanesburg Road. This house is located on the lands of Susan Liss Biggs with the tax id 74.00-3-18. The town engineer and the code enforcement officer did not comment on the omission of the nearest neighboring house in the February 8, 2019 Site Plan Sheets 1 through 10 or the March 3, the 2019 resubmital or the June 6, 2019 resubmital. Most egregious is that the nearest neighboring

house was not shown on the Cover Page of the September 5, 2019 Site Plan Sheet 1 through 11 of 11 even though the Biggs, Bruning and other concerned citizen's informed the Board of its omission.

The discrepancy between the November 19, 2021 FEAF Part 3 locating the Project 800 feet north of Duanesburg Road and the September 19, 2019 Special Use Permit and Site Plan locating the Project 1,500 feet north of Duanesburg Road is a significant change that may impact the visual analysis, noise analysis and stormwater pollution prevention plan. Changing the location to 800 feet north of Duanesburg Road may impact compliance with the US Army Corps of Engineers Nationwide Permit, the Department of Environmental Conservation Permit, the town's zoning ordinance, and local solar law. Changing the location to 800 feet north of Duanesburg Road may locate the Project 535 feet directly west of the nearest neighboring house. Changing the Project's location may negatively impact the adjoining property owner's use, enjoyment and future development of their properties as protected by the town's comprehensive plan, zoning ordinance and local laws.

NOISE ANALYSIS IS INCOMPLETE

On July 15, 2021 Amp Energy, (the "Manager") submitted an Amendment to the September 19, 2019 Special Use Permit and Site Plan Approval which includes four 53 feet in length and 9.5 feet in height containers for battery energy storage systems, doubles the lengths of roadway, increases the number of turnarounds and increases the site disturbance from 0.88 acres to more than 65 acres. The application also reflects that the tracking solar panels increase in height from 7.74 feet, as found on the 2019 Site Plan Sheet 9 of 11, to a towering 14.5 feet.

On July 28, 2021 the Manager submitted a Full Environmental Assessment Form. Section D.2.m.i.as found on page 8 of 13 states:

"Will the proposed action produce noise that will exceed the existing ambient noise level during construction, operation or both?"

The Manager indicated "yes" but did not provide further details as requested.

On August 14, 2021 the town engineer submitted a letter to the Board concerning FEAF Section D.2.m.i.

"Applicant should provide the details of the noise level including sources, time of day and duration."

On October 1, 2021 the Manager updated the FEAF D.2.m.i to include:

"inverters and BESS<79dBA at equipment (similar to dishwasher), very low dBA at property lines - 24 hour per day duration / heavy machinery during construction"

On October 15, 2021 the town engineer submitted a letter to the Board. Page 4 references the FEAF Part 1 Number 6:

"Question D.2.m.i has been revised to include potential noise expected to occur during construction."

It appears that the town engineer failed to require the Manager to provide the noise level including sources, time of day and duration. The town engineer may have failed to consider noise that may be generated by mechanical equipment during the operation of the Project over its anticipated lifetime of 40 years. Noise generating mechanical equipment identified throughout the application and on the site plan includes, but is not limited to:

- Motors for tracking solar array
- Transformers
- Major switchgear
- DC-DC converters
- Air-conditioners for cooling the battery containers
- Heaters for warming the battery containers

Furthermore, on September 15, 2021 the town engineer submitted a letter to the Board that they were in receipt of Noise Analysis dated August 25, 2021. Page 1 of the September 15, 2021 letter includes a section labeled the IFC Site Plan Drawings Number 7 which states:

"The noise analysis as prepared by EDP has been reviewed and found to be acceptable regarding equipment noises in respect to surrounding land-owner property lines. Noise analysis shows the sound produced by inverters will be just above 40 decibels at a distance of 750' from the proposed equipment, which is the shortest distance from a piece of proposed equipment to a neighboring property line. Duanesburg Zoning Ordinance says properties shall not emit noise in excess of 70 decibels, measured at individual property lines. The provided noise analysis shows compliance with this regulation."

The Noise Analysis documents three pieces of mechanical equipment:

- Eaton CA202003EN 2001-2500 kVA Three Phase Transformer = 62 dB @ 3 ft³
- HEMK600VInverter = 79dB@3ft⁴
- ICE ECUA150ACD Air Conditioner = 89 dB @ 3 ft (interpolated from 84 dB @ 5 ft)

The analysis appears to omit equipment listed in the application and site plan:

- Motors for tracking solar array
- Major switchgear
- DC-DC converters
- Battery energy storage systems
- Heaters for warming the battery containers

Curiously, the entire application appears to omit heating sources for battery storage containers. August 26, 2021 the Stanford University's National Accelerator Laboratory reported that "Storing lithium-ion batteries at below-freezing temperatures can crack some parts of the

³ <https://www.eaton.com/content/dam/eaton/products/utility-and-grid-solutions/transformer/pad-mounted-transformer/Eaton-Pad-mounted-Transformer-Brochure-EN-US.pdf>

⁴ <https://cdn.enfsolar.com/Product/pdf/Inverter/5c81f92cf1c2f.pdf>

battery and separate them from surrounding materials”⁵ This failure negatively impacts the ability of batteries to charge and discharge. It may also increase risk of explosion and fire. The National Renewable Energy Laboratory “Best Practices for Operation and Maintenance of Photovoltaic and Energy Storage System; 3rd Edition”⁶ also documents the importance of optimal temperature of 77°F. It is well documented the negative impacts that cold and below freezing temperatures have on battery storage systems. Why didn’t the town engineer comment on the omission of heating the battery storage containers?

The Board may require the Manager to provide emergency backup generators to prevent a catastrophic failure of the heaters or air conditioners for the battery storage containers. Preventative measures may decrease the possibility of battery storage explosion and ultimate fire risk to the adjoining neighbors. If generators are required then these should be added to any revision of the noise analysis.

The Noise Analysis only considers two locations, the Biggs and the Ganster properties. The Noise Analysis fails to consider Murray, Barnes, Ganster, Unser, and Rowling parcels that may also be impacted by unwanted noise levels that exceed the local solar law 3.j. limiting noise to no discernible difference from the existing noise level at the property line.

The Manager’s Noise Analysis does not provide existing noise levels at the property lines. Using the NIOSH app and the DecibleX app on my iPhone 12 Pro I’ve recorded ambient noise at the property line ranging between 27 to 50 decibels. The other four adjoining property owners may not be aware of this concern nor provided an opportunity to existing ambient noise information to the Board.

Finally, the November 19, 2021 FEAF Part 3 page 2 states

“Any potential noise impacts will be short term during construction activities. Noise produced by proposed equipment will be in compliance with the Town noise ordinance (No 15 Part 2).”

It appears that the author of the FEAF Part 3 may fail to consider local solar law 3.j. limiting noise at the property line to no discernible difference. This should be taken under consideration.

CONCLUSION

A full and complete Noise Analysis cannot be performed without full knowledge of the accurate location of the Project’s corner fence posts and equipment pads. Please request the Manager to provide the GPS coordinates in either Degree, Minute and Seconds (DMS) and the Decimal Degree (DD) formats.

⁵ <https://www6.slac.stanford.edu/news/2021-08-24-how-extreme-cold-can-crack-lithium-ion-battery-materials-degrading-performance.aspx>

⁶ <https://www.nrel.gov/docs/fy19osti/73822.pdf>

Please request that the Manager provide decibel ratings for all equipment that may be used on the Project site, including any emergency generators. The locations of the tracking motors should be noted on the site plan. This may allow the town engineer, Board and adjoining neighbors to accurately and fully analyze the noise impact at the property lines.

The Noise Analysis only considers two locations. It does not provide an existing noise level at the property lines for all adjoining property owners so that Solar Law 3.j. can be upheld.

I request that the Board require the Manager to comply with Duanesburg's zoning ordinance and local solar law. If the Project's location is changed from 1,500 feet north of Duanesburg Road to 800 feet north of Duanesburg Road then the Project's impacts on the environment, stormwater, neighboring houses and adjoining properties may significantly change and new permits may be required. I request that the Board give the Project a very long and very hard look to confirm that the Applicant, Manager and paid town engineer has provided the Board, town and taxpayers with accurate factual information about the Project.

If information has been misrepresented and/or omitted from the application allowing the Board, town and taxpayers to be misled then I request that the Project's 2019 Special Use Permit and Site Plan approval is revoked and the request for an Amendment is denied. The town should not be bamboozled. Generations of Duanesburg residents should not suffer the negative impacts that a half-baked scheme may have on their environment and homes. The developer's and their investors should not profit at the expense of the town's taxpayers.

Thank you for your time and consideration.

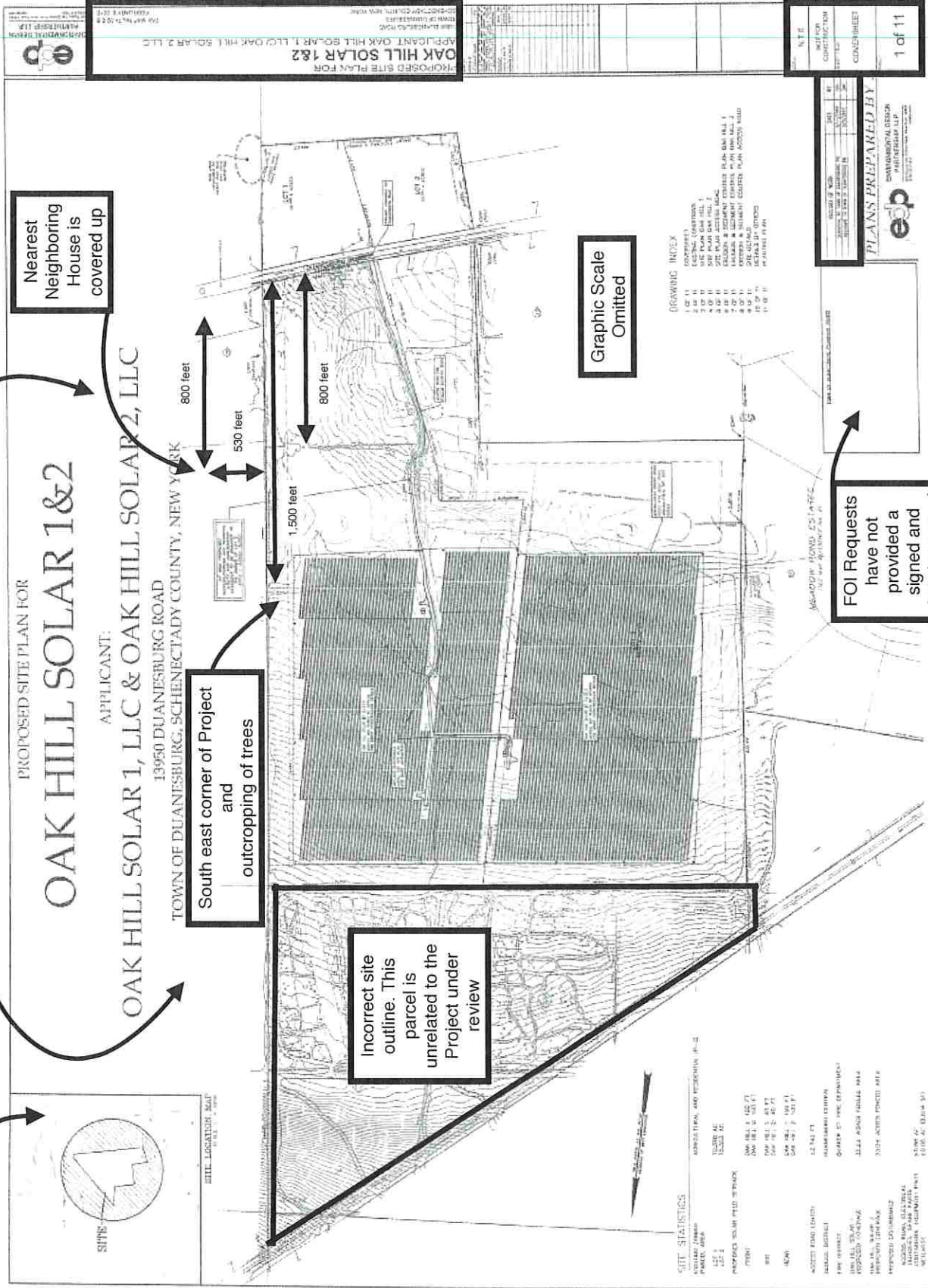
Respectfully,
Susan Biggs
Lynne Bruning
720-272-0956
lynnebruning@gmail.com

Enc: Figure 1 September 5, 2019 Site Plan Sheet 1 of 11 with Comments
Figure 2 January 10, 2022 Schenectady County Internet Mapping System with Comments
Figure 3 January 6, 2022 Site Plan Drawing C2.00 Sheet 8 of 29 with Comments

Cc: Bill Wenzel, Town of Duanesburg Supervisor
Helen Murray
Matt Ganster
Danellia Unser
Pam Rowlings
Josh Barnes

Duplicated title block information. Already provided in the title block on the right side of the drawing.
 Why did the developer place this redundant information on top of the site plan?

Incorrect site outline



Is Oak Hill Solar 1, LLC, parcel 74.00-2-5.2, and Oak Hill Solar 2, LLC, parcel 74.00-2-5.1 sited 1,500 feet north of Duanesburg Road or is it sited 800 feet north of Duanesburg Road?



March 11, 2019 letter from EDP to the Board states the Project is 1,500 feet from Duanesburg Road. September 5, 2019 EDP submitted to the Board Site Plan Sheets 1 of 11 through 11 which reflect that the solar power plant's southern fence line is approximately 1,500 feet north of Duanesburg Road. November 18, 2021 Board Minutes include the Full Environmental Assessment Form Part 3. Paragraph two states that the Project is 800 feet north of Duanesburg Road. January 6, 2022 Site Plan Revision F shows that the Project is in a similar location to the 2019 Site Plan which is approximately 1,500 feet north of Duanesburg Road. This does not match the November 18, 2021 FEAF Part 3. January 6, 2022 Site Plan Revision F does not include GPS locations for the corner fence posts and equipment pads that can be identified by the neighbors or other professionals. To protect the community and the town the Board should clarify the Project's location by confirming the Project's location by confirming the corner fence posts, equipment pads and perform a site visit prior to taking any action.

