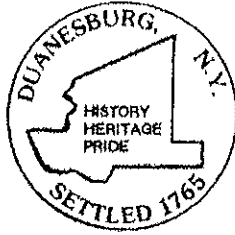


**Roger Tidball**, Town Supervisor  
**Jennifer Howe**, Town Clerk  
**Brandy Fall**, Deputy Town Clerk  
**William Reed**, Highway Superintendent



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

**Thursday January 23, 2020**  
**Regular Town Board Meeting**  
**Meeting Time: 7:00PM**

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

**Present:** Supervisor Tidball, Council Members Potter, Ganther, Senecal and Wenzel, Highway Superintendent Reed, Deputy Town Clerk Brandy Fall, Town Attorney Terresa Bakner

**Absent:**

**Pledge of Allegiance**

**Prayer/Moment of Reflection offered by Pastor McHeard**

**Resolution 37-20:** Council Member Potter motioned, seconded by Council Member Senecal to approve the Special Town Board Meeting minutes of Thursday, December 31, 2019.

Motion carried, 4 ayes, 1 abstain

**Resolution 38-20:** Council Member Potter motioned, seconded by Council Member Ganther to approve the Town Board Meeting minutes of January 9, 2020.

Motion carried, 5 ayes

**Resolution 39-20:** Council Member Potter motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 5 ayes

**Vouchers to be Paid  
January 23, 2020**

<b>General Fund A:</b>	<b>\$422,425.68</b>
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<b>General Fund B:</b>	<b>\$62.37</b>
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<b>Highway Fund DA:</b>	<b>\$5,482.32</b>
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<b>SD#1 Fund SS1:</b>	<b>\$307.82</b>
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<b>SD#2 Fund SS2:</b>	<b>\$166.38</b>
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<b>SD#3 Fund SS3:</b>	<b>\$103.60</b>
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<b>Total To Be Paid:</b>	<b>\$428,548.17</b>
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**Highway:** Highway Superintendent Reed reported that the guys had the chipper up and running taking care of trees and limbs that had come down during the last ice storm. He also reported that the steering box on truck #17 broke so they purchased a new one and installed it and that the truck is ready to go again.

**Public Safety:** Council Member Wenzel and Supervisor Tidball reported that they attended the Fire Captain's meeting. Not too much is going on and they discussed back up for each department for when they had special events happening.

**Parks:** Council Member Wenzel reported that he got contact information for the National Honor Society and Boy Scouts. The parks committee would like to have members of these organizations volunteer to help with park clean up.

**Sewer District #1, 2 & 3:** Council Member Ganther reported that DEC came out to do inspections of the plants. They are currently waiting for the finalized reports to come back. Bill Brown from Delaware Engineering reported that Delaware Engineering is having a meeting with the Duane Lake Association that is open to members of the public regarding a possible sewer district for the Lake.

**Technology:** Council Member Ganther reported that there is nothing new to report.

#### **Business Meeting:**

**Resolution 40-20:** Council Member Potter motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor to accept the terms of the Delaware Engineering Services Proposal.

Motion carried, 5 ayes

**Resolution 41-20:** Council Member Potter motioned, seconded by Council Member Senecal to authorize the Town Supervisor to execute the documents necessary to effectuate the purchase of a front-end loader through the NYS Contract.

Motion carried, 5 ayes

**Resolution 42-20:** Supervisor Tidball motioned, seconded by Council Member Senecal to appoint Domenic Viscariello as a part time deputy code enforcement officer for the Town of Duanesburg.

Motion carried, 5 ayes

**Privilege of the Floor:** Opened at 7:14 p.m.

Bill Park of Maranatha Way had a couple of questions about the purchase of a loader and the Article 78.

Lynn Bruning of Duanesburg Road read her concerns and comments. (see attached).

Charles Parker of Esperance Station Road had questions regarding emergency services in the town and comments regarding the hiring of the part time code enforcement officer and the hiring of a webmaster.

Floor Closed: 7:28 p.m.

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

Motion carried, 5 ayes

I, Brandy Fall, Deputy Town Clerk of the Town of Duanesburg, so hereby certify that this is a true and accurate transcript of the Regular Town Board Meeting held on Thursday January 23, 2020 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

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**Town of Duanesburg**  
**Cash Transfer Requirement Per Fund**

Fund	From	To	Amount
A	NBT-General Fund MM	NBT-Accounts Payable	\$ <del>521,457.68</del>
B	NBT-General Fund MM	NBT-Accounts Payable	\$ 62.37
DA	NBT-General Fund MM	NBT-Accounts Payable	\$ 5,482.32
SS1	NBT-Sewer District 1	NBT-Accounts Payable	\$ 307.82
SS2	NBT-Sewer District 2	NBT-Accounts Payable	\$ 166.38
SS3	NBT-Sewer District 3	NBT-Accounts Payable	\$ 103.60
<b>Total Transfer Amount</b>			<b>\$ <del>527,580.17</del></b>

422,425.68

\* 428,548.17

**RESOLUTION OF THE TOWN BOARD**

**RESOLUTION NO. 40-2020**

**January 23, 2020**

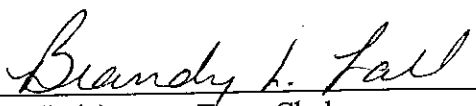
**WHEREAS**, the Town of Duanesburg Town Board wishes to retain Delaware Engineering, P.E. ("DE") under a professional services agreement to assist the Town in preparing a funding application for the Duane Lake Sewer System; and

**WHEREAS**, the amount to be paid to DE for the Work is an amount not to exceed \$1,750 unless authorization is received from the Town to proceed to one or more aspects of the Supplemental Services, as set forth in the Engineering Services Proposal attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, the Town Board approves and authorizes the Town Supervisor to accept the terms of the Engineering Services Proposal, as revised.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 23, 2020.

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

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

1/23/2020  
\_\_\_\_\_  
Date

1/23/2020  
\_\_\_\_\_  
Date

Present: Supervisor Tidball, Council Member Ganther, Council Member Potter, Council Member Wenzel +  
Absent: Council Member Senecal

**Town Board Members:**

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain



## Delaware Engineering, D.P.C.

55 South Main Street  
Oneonta, NY 13820

Tel: 607.432.8073  
Fax: 607.432.0432

January 20, 2020

Roger Tidball, Supervisor  
Town of Duaneburg  
5853 Western Turnpike  
Duaneburg, NY 12056

Sub: Engineering Services Proposal  
Duane Lake Sewer System

Dear Supervisor Tidball:

Delaware Engineering, D.P.C. is pleased to continue to support the Town of Duaneburg with civil engineering expertise, particularly relative to the potential for a sewer system for the neighborhood surrounding Duane Lake.

On December 18, 2019, a meeting was conducted with representatives of the Town Board and the Duane Lake Association as well as our staff. We discussed a grant opportunity that is available through the Non-Agricultural Nonpoint Source Abatement and Control Project Type Decentralized Wastewater Treatment Facilities for Failing On-Site Treatment Systems Project Subtype under the Water Quality Improvement Program. The maximum award is a \$3 million grant and a 25% match is also required. Applications for grant funds will be opened in May 2020 with an application deadline in late July 2020. Grant awards announcement would be expected in December 2020.

We were contacted by the NYSDEC regarding the match between this program's goals and the potential Duane Lake project. The DEC is seeking a model project for this program and has reached out to Duaneburg due to the advocacy of the Duane Lake Association and the preliminary engineering report (PER) prepared by Delaware Engineering to the DEC.

Unlike many programs, application to this aspect of the WOIP does not require that a sewer district is formed in advance of application; however, project readiness is a major factor in determining winning grant applications. To that end, applications must demonstrate that the sewer district and other matters can be accomplished within 12 months of grant award, in this case, by December 2021.

The PER for the Duane Lake sewer project was prepared in 2017, and included on the Clean Water State Revolving Fund (CWSRF) 2018 Intended Use Plan (IUP), receiving a score of 87 points. The score resulted in the project being deemed eligible for subsidized loan financing wherein long-term (20- or 30-year term) interest rates are set at 50% of

market rate. The Town resubmitted the project in 2019 and it remains on the IUP, continuing to be eligible for low cost, subsidized loan financing. Due to the limited number of users, the cost to implement the project is not currently feasible without substantial grant support.

In order to advance consideration of the opportunity afforded by the WQIP grant program, the engineering report, which would serve as the basis for the grant application, needs to be updated to match program requirements for WQIP and cost updates to match a likely project schedule are required. The report was prepared in 2017 with costs envisioned at that time. If the Town elected to proceed with the project in 2020, the schedule would likely include application for and award of grant funding in 2020, conduct of planning and design in 2021, and construction in 2022 or later. As a result, the PER costs should be reviewed to accommodate the five-year differential from original report to potential project schedule. In addition, the impacts of potential WQIP funding on project costs, and ultimately user costs, should also be assessed in the PER.

Additionally, steps necessary to prepare an application that is best suited for success should be considered and to the greatest extent possible completed by the Town. Evaluation of the grant application is based on the merits of the project in terms of how it will improve water quality, but also on readiness. The WQIP allows up to one year to complete necessary approvals such as SEQR and district formation; however if these processes can be at least started, the grant application will be viewed more favorably. Formal determinations can be made after funding award, as this will allow for better assessment the public benefit by the Town.

### **SCOPE OF PROFESSIONAL SERVICES**

To advance consideration of the opportunity afforded by the WQIP grant as it relates to the potential Duane Lake sewer project, Delaware Engineering offers to provide the following professional services:

#### **Base Services**

##### **Task 1 – Update Preliminary Engineering Report**

1. Review existing report prepared in 2017 and adjust cost estimates assuming a potential 2022 construction project
2. Update report alternatives and recommendations to match goals and requirements of the Water Quality Improvement Program. The program provides funds for projects that utilize subsurface disposal only. The original report included this alternative, along with pumping wastewater to existing districts and a new wastewater treatment plant, neither of which would not be eligible projects under the WQIP funding program.
3. Revise the potential funding plan to identify WQIP funding, and apply potential grant from this program to project costs, with user rates identified.



4. Update project schedule based on assumption applying for and obtaining a grant from NYSDEC and CWSRF subsidized loan financing for the balance of the project costs.

#### **Supplemental Services**

Should the review of the updated engineering report be favorable to the Town and Duane Lake residents, additional professional services to support a funding application to the NYSDEC could be provided as follows:

#### **Task 2 - Convert PER to Map/Plan/Report & Assist with initial steps towards Sewer District Formation**

1. Based on review of PER with Town and Duane Lake residents, the Town may elect to proceed with positioning for applying for a WQIP grant in summer 2020. Initiating district formation would show readiness and better support the potential approval of the funding application by New York State. To that end, the PER would be modified to serve as a map/plan/report, as defined by NYS Town Law 12A, for formation of a Town Sewer District. The map/plan/report would serve as a basis for conducting a public hearing to review the potential public benefit of the project. The Town board could elect to defer a determination regarding the formation of the district until after the potential grant funding process of permit withdrawal is made. Initiating the process of forming district, and holding a public hearing would show readiness in support of the application. Delaware will attend the public hearing and present the project to the Town Board and public, and assist the Town Board in response to the public as needed. Approval of district formation may be subject to review the State Comptroller's (OSC) office. It is anticipated that determination as to public benefit by the Board, and potential review by Comptroller's office would not occur until after funding determination/award is made; therefore, this scope of services does not include these steps or OSC review.

#### **Task 3 - SEQR Coordination**

1. Prepare Part One of the Long Environmental Assessment Form (EAF) for the project and submit to Town for review and initiation of the SEQR process for potential district formation and project implementation.

2. It is anticipated the Town Board would serve as lead agency and identify the project as a Type 1 action.

3. Assist the Town in conducting a coordinated review for the project. Circulate the part 1 EAF along with project summary and relevant mapping and info to interested local, state, and federal agencies to confirm no objections to the Town Board serving as lead agency and inviting any comments that agency may have. NYS Office of Parks, Recreation, & Historic Preservation will be consulted in the review.

4. Assist the Town in completing parts 2 and 3 of the Long EAF, based on review of project specifics and comments from affected agencies. Assuming no objections are received or environmental thresholds are exceeded, it is anticipated a negative declaration for the project could be issued by the Town Board

#### Task 4 – Site Investigations

1. Review potential site locations for a subsurface treatment and disposal field with Town and Duane Lake residents. Assist the Town in providing temporary access agreement paperwork for relevant properties.
2. Upon written approval of access to potential sites by respective property owners, travel to prospective sites to conduct field investigations, notably soil percolation test. Request Town assistance with a backhoe or small excavator for conducting deep hole test (4' deep) to assess soil conditions and potential for use of the site for subsurface dispersal field.

#### Task 5 – Preparation of Funding Application

1. Prepare an application to NYSDEC's Water Quality Improvement Program program utilizing the online NYS system, the Consolidated Funding Application (CFA). It is anticipated that the system will be opened in late spring and that the final application will need be submitted in by July 2020.
2. Attached relevant maps and supporting documentation, including hearings, notices, environmental review etc.

#### **SUMMARY OF COSTS**

Delaware Engineering will complete the above listed professional services on a not-to-exceed basis as follows:

#### **Base Services**

Task 1 – Update Preliminary Engineering Report \$1,750

**Total – Base Professional Services: \$1,750**

#### **Supplemental Services**

Task 2 – Convert PER to Map/Plan/Report & \$1,750

Assist with District Formation

Task 3 – SEQR Coordination \$2,500

Task 4 – Site Investigations \$1,250

Task 5 – Preparation of Funding Application \$1,250

**Total Supplemental Services Cost \$6,750**

#### **COMPENSATION**

Compensation shall be based upon the hours spent on each task by the various categories of personnel, plus subcontractors and direct expenses in accordance with the Rate

17  
Schedule in effect (for the year) at the time of the work. Compensation shall commence for services provided from the date of contract execution until completion of the work.

Total contract compensation shall not exceed \$1,750 unless authorization is received from the Client to proceed to one or more aspects of the Supplemental Services.

Invoices will be submitted to the Client on a monthly basis. Payment shall be made to the Engineer within 30 calendar days of the date of invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 128 Madison Avenue Extension, Albany, NY 12203 Attention: Susan Olivares.

### ***ADDITIONAL SERVICES***

Additional services can be provided if deemed necessary and approved in writing, in advance by the Owner. Compensation for additional services can be negotiated as needed. Additional work will be approved in writing by the Owner prior to the execution of any additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

### ***STANDARD CONTRACT TERMS AND CONDITIONS***

The terms and conditions contained on the attached sheet apply to this contract.

### ***ATTACHMENTS***

- 2019 Rate Schedule
- Standard Terms and Conditions

Thank you for the opportunity to submit a proposal for these services. If all is acceptable and you wish us to proceed with the work, please sign below and return a copy to our office.

Respectfully Submitted,

**DELAWARE ENGINEERING, D.P.C.**



Mary Beth Bianconi  
Partner

The following endorsement accepts the terms of this proposal and authorizes Delaware Engineering D.P.C. to proceed with the work set forth above.

**Town of Duaneburg (Client)**

By:

(Signature)

(Title)

Roger T. Bell

(Print Name)

1/23/2020

Date

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**DELAWARE ENGINEERING, D.P.C.**  
**ENGINEERING RATE SCHEDULE**  
**YEAR 2019**

Billing Category	Rate/Hour
Technical Typist / Administration	\$80 - \$90
Designer, Technician, Construction Inspector	\$100 - \$125
Senior Designer, Technician, Construction Inspector	\$120 - \$140
Senior Construction Manager	\$145 - \$175
Senior Project Manager	\$140 - \$165
GIS Specialist	\$120 - \$140
Engineer / Scientist / Planner I	\$100 - \$140
Engineer / Scientist / Planner II	\$140 - \$155
Engineer / Scientist / Planner III	\$145 - \$160
Senior Engineer / Scientist / Planner I	\$150 - \$165
Senior Engineer / Scientist / Planner II	\$160 - \$175
Senior Engineer / Scientist / Planner III	\$175 - \$195
Principal Engineer / Scientist / Planner	\$190 - \$210

**Reimbursable Expenses:**

1. Mileage

@ Federal Rate

2. Travel Expenses (Lodging, Meals)

@ Federal Per Diem Rate

3. Telecommunications

@ Cost

4. FedEx, UPS, US Postal, Courier

@ Cost

5. Subcontract Management

@ Cost plus 5%

6. Other allowable costs

@ Cost (Plan Reproductions, Photographs, etc.)

7. In-house Printing:

	B&W	Color
A size - 8 1/2" x 11"	\$ 0.0375	\$ .375
B size - 11" x 17"	\$ 0.10	\$ 1.00
D size - 24" x 36"	\$ 0.50	\$ 5.00
E size - 36" x 48"	\$ 1.00	\$ 10.00
other sizes	\$ 0.10/s.f.	\$ 2.50/s.f.

## DELAWARE ENGINEERING, D.P.C.

## STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and ENGINEER can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by CLIENT are specifically objected to.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by CLIENT. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined at which point, ENGINEER and CLIENT shall work together to amend the scope of services.

**3. SAFETY.** ENGINEER has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER employees.

**4. DELAYS.** If events beyond the control of CLIENT or ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended in writing to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, ENGINEER shall be entitled to an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. CLIENT shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination.

In the event either party defaults in its obligations under this Agreement (including CLIENT'S obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CLIENT only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CLIENT.

**7. RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CLIENT'S professional representative for the Services, and may make recommendations to CLIENT concerning actions relating to CLIENT'S contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CLIENT'S contractors.

**8. CONSTRUCTION REVIEW.** For projects involving construction, CLIENT acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. CLIENT agrees to hold ENGINEER harmless from any claims resulting from performance of construction-related services by persons other than ENGINEER.

**9. INSURANCE.** ENGINEER will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and ENGINEER'S business requirements and reasonably acceptable to CLIENT. Certificates evidencing such coverage will be provided to CLIENT prior to commencement of services. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include ENGINEER as an additional insured on its policies relating to the Project. ENGINEER'S coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**10. HAZARDOUS MATERIAL.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT acknowledges and agrees that as between CLIENT and ENGINEER, it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site that may present a potential danger to the public health, safety or the environment. CLIENT shall execute any manifests or forms in connection with transportation, storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize ENGINEER to execute such documents as CLIENT'S agent. CLIENT waives any claim against ENGINEER and agrees to defend, indemnify, and save ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER'S discovery of unanticipated hazardous materials or suspected hazardous materials.

**11. INDEMNITIES.** To the fullest extent permitted by law, CLIENT and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions, or willful misconduct. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CLIENT and ENGINEER, they shall be borne by each party in proportion to its negligence.

**12. LIMITATIONS OF LIABILITY.** No employee or agent of ENGINEER shall have individual liability to CLIENT.

CLIENT agrees that, to the fullest extent permitted by law, ENGINEER'S total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, ENGINEER'S negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the limits of the ENGINEER'S insurance under this Agreement. If CLIENT desires a limit of liability greater than that provided above, CLIENT and ENGINEER shall include as an attachment to this Agreement the amount of such limit and the additional compensation to be paid to ENGINEER for assumption of such additional risk.

**IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ENGINEER BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.**

**13. ACCESS.** CLIENT shall provide ENGINEER safe access to any premises reasonably necessary for ENGINEER to provide the Services.

**14. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at the CLIENT'S risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when CLIENT provides deliverables in electronic media to another entity. CLIENT agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. CLIENT shall be afforded a period of 30 days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is found as a result of this process, ENGINEER shall be advised and the inconsistency shall be corrected at no additional cost to CLIENT. Following the expiration of this 30-day period, CLIENT shall bear all responsibility for the care, custody and control of the electronic media. In addition, CLIENT represents that it shall retain the necessary mechanisms to read the electronic media, which CLIENT acknowledges to be of only limited duration. CLIENT agrees to defend, indemnify, and hold harmless ENGINEER from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by CLIENT or others acting through CLIENT.

**15. AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

**16. ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

**17. STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall be governed by the applicable Statute of Limitations.

**18. DISPUTE RESOLUTION.** Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute can not be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediation prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable litigation, or other dispute resolution, expenses from the other party.

**19. NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

**20. NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including CLIENT'S contractors, if any.

**21. SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**22. AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**23. COMPENSATION.** ENGINEER will prepare and submit invoices to the CLIENT on a monthly basis. CLIENT shall make payment to the ENGINEER within 30 calendar days of the date of the invoice. Checks shall be forwarded to Delaware Engineering, D.P.C., 28 Madison Avenue Extension, Albany, NY 12203.

**24. ADDITIONAL SERVICES.** Additional services can be provided if deemed necessary and approved by the CLIENT in writing, in advance. Compensation for additional services can be negotiated as needed. Additional work will be approved by the CLIENT in writing prior to the execution of the additional tasks.

Services not indicated or included in the above-listed scope of services or which are subsequently requested, in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus subcontracts and reimbursable expenses as outlined in the Rate Schedule for the year in which the work is being performed.

**TOWN OF DUANESBURG**

**RESOLUTION NO. 41 -2020**

**January 23, 2020**

**WHEREAS**, the Town of Duanesburg Highway Superintendent has determined that it is necessary to purchase a front-end loader to replace an existing piece of equipment; and


**WHEREAS**, pursuant to New York General Municipal Law ("GML") § 104, the Town Board of the Town of Duanesburg is authorized to purchase equipment, such as the front-end loader, through the New York State Office of General Services without conducting a competitive bid process; and

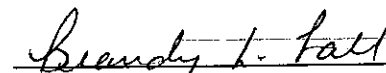
**WHEREAS**, through the New York State Office of General Services, the Town has identified a front-end loader to purchase for \$169,783.00; and

**WHEREAS**, the purchase price takes into consideration a trade-in allowance of \$20,000 that the Town will receive for an existing piece of equipment no longer suitable for use, and to be replaced by the front-end loader.

**NOW THEREFORE BE IT RESOLVED**, the Town of Duanesburg Town Supervisor is authorized to execute any documents necessary to effectuate the purchase of a front-end loader through the New York State Office of General Services pursuant to GML § 104 for \$169,783.00 out of the Town of Duanesburg Highway funds. ~~No borrowing has been authorized for this purchase.~~

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 23, 2020.

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

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

Present: Supervisor Tidball, Council Member Gauthier, Council Member Potter, Council Member Wenzel  
Absent: Council Member Senecal

Town Board Members:

Roger Tidball	<u>Yea</u>	Nay	Abstain
John Ganther	<u>Yea</u>	Nay	Abstain
Rick Potter	<u>Yea</u>	Nay	Abstain
William Wenzel	<u>Yea</u>	Nay	Abstain
Jeff Senecal	<u>Yea</u>	Nay	Abstain

**JOHN DEERE**Customer Purchase Order for John Deere  
Construction and Forestry Products - USA

PO#

06791198

PO Revision#

Original

<b>PURCHASER NAME AND ADDRESS (First Signer)</b>				<b>DEALER NAME AND ADDRESS</b>			
NAME (First, Middle, Last) DUANESBURG TOWN HIGHWAY DEPT				DEALER NAME Nortrax, Inc.		Dealer Account No.: 179118	
STREET or RR 5799 WESTERN TPKE				STREET or RR 14 Crossing Boulevard			
CITY DUANESBURG	STATE NY	ZIP CODE 12056	COUNTY Schenectady	CITY Clifton Park	STATE NY	ZIP CODE 12065	Phone Number 518-371-6111
PHONE NUMBER 518-835-2772				Date Of Order: Jan 22, 2020			
EMAIL ADDRESS				Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>				PURCHASER TYPE:		MARKET USE CODE:	
NAME (First, Middle, Last)				5 City/Town/Village		17 General Utility	
STREET or RR				Add Purchaser to Mailing List (Check One or More)			
CITY				<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
STATE				PURCHASER IS:			
ZIP CODE				<input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual			
COUNTY				Purchaser Acct.:			
PHONE NUMBER				<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
EMAIL ADDRESS				NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE:		Use State/Province	COUNTY CODE		
(Initials)		Use County SCHENECTADY		NY	93		
Ultimate Uptime Package Purchase:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		(Initials)			
QTY	SIZE	CHASSIS	DRIVE	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X			JOHN DEERE 624L WHEEL LOADER			\$ 180,000 00
				+ John Deere Preventative Maintenance : Parts & Maint 36months/1600hours			\$ 5,108 00
				+ John Deere Extended Warranty : Full Machine 60months/4000hours			\$ 4,875 00
<b>(1) TOTAL CASH PRICE</b>							<b>\$ 189,783 00</b>

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2005 HYUNDAI HL 757-7	3444	LD0110204	\$ 20,000 00
<b>COMMENTS:</b>				<b>(2) TOTAL TRADE-IN ALLOWANCE</b>
				\$ 20,000 00
				<b>(3) TOTAL TRADE-IN PAY-OFF</b>
				\$ 0 00
				<b>(4) BALANCE</b>
				\$ 169,783 00
				<b>(5) SUBTOTAL</b>
				\$ 169,783 00
				<b>(6) RENTAL APPLIED</b>
				\$ 0 00
				<b>(7) CASH WITH ORDER</b>
				\$ 0 00
				<b>(8) BALANCE DUE (5-6 &amp; 7)</b>
				\$ 169,783 00

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this

document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/mtrng/mtrng.html>.



PO Box 160  
Quaker Street, NY 12141

Supervisor Tidball  
Town of Duanesburg  
5853 Western Turnpike  
Duanesburg, NY 12056

January 23, 2020

Please include my statement in its entirety in tonight's meeting minutes.

Does the Town Board have by-laws? Where would I find them?

Does the Town Board follow Roberts Rules of orders?

Does the Town have a list serve for automatic email notification of updates to meeting minutes, agendas and special notices? If so how do I sign up? I don't see this option on the Town website.

The most recent Planning Board Minutes posted on the Town website are October 17, 2019.

Thank you for posting the Town Board Meeting videos thru January 9, 2020.

Thank you for posting tonight's Town Board Agenda on the Town website.

Sensible Solar Summit occurred last evening. About 35 people attended from Coxsackie, Guilderland, Altamont, Schoharie, and Middleburg. There were municipal leaders, solar developers, community groups and concerned citizens.

Tara Donalito of Capital District Regional Planning Commission spoke about LED street light savings program, HEAT Smart Program, and other planning services including developing overlays for best site locations for solar development. She encourages all municipalities to contact the the CDRPC for more information and assistance.

Tracy Boomhower of Country Views Reality spoke about her professional experience that residences near solar plants remain on the market for longer periods of time, become stigmatized and as a result the sales price is lowered in order to move the property.

Dr. Richard Perez from Atmospheric Sciences Research Center at SUNY Albany presented his findings on how much land is needed to reach current renewable energy goals.

The discussions among the participants was informative, respectful and demonstrated the deep concern we all have about sensible solar development throughout New York State.

Thank you for your time and attention.

Regards,

Lynne Bruning  
lynnebruning@gmail.com