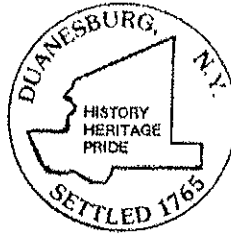


Roger Tidball, Town Supervisor
Jennifer Howe, Town Clerk
Brandy Fall, Deputy Town Clerk
William Reed, Highway Superintendent



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

Thursday January 28, 2021
Regular Town Board Meeting
Meeting Time: 7:00PM

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

Present: Supervisor Tidball, Council Members Ganther and Wenzel, Highway Superintendent Reed, Deputy Town Clerk Fall, Town Attorney Teresa Bakner

Pledge of Allegiance

Supervisor Tidball: Alright tonight is Thursday January 28, 2021. Please excuse Mr. Potter and Mr. Senecal tonight, they are both taking care of personal family issues, so they will not be joining us. Mr. Wenzel is joining us through Zoom. Not a lot of discussions to be held tonight but we do have a lot of stuff in the business meeting. Several resolutions to go through so it will probably be kind of short and sweet meeting. Every time I say that, it turns into a long one. Ok, so we will start off with the approval of minutes please.

Council Member Ganther: I make a motion to approve the minutes for the Town Board Meeting held on Thursday January 14, 2021.

Council Member Wenzel: Second

Supervisor Tidball: Any discussion? Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye.

Resolution 33-21: Council Member Ganther motioned, seconded by Council Member Wenzel to approve the Town Board Meeting minutes of Thursday January 14, 2021.

Motion carried, 3 ayes

Supervisor Tidball: Payment of Claims. I can do that one.

Supervisor Tidball: Vouchers to be paid Town of Duaneburg Vouchers per Fund. General Fund - \$818,745.59 Highway fund- \$12,769.17, SD#1- \$11,923.86, SD#2 - \$5,215.91, SD#3 - \$2,806.25. Service Award - \$56,364.00. Total vouchers to be paid - \$907,824.78.

Council Member Ganther: Second.

Supervisor Tidball: Any discussion? Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Resolution 34-21: Supervisor Tidball motioned, seconded by Council Member Ganther to pay the following claims:

Motion carried, 3 ayes

**Vouchers to be Paid
January 28, 2021**

General Fund:	\$818,745.59
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Highway Fund:	\$12,769.17
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SD#1 Fund:	\$11,923.86
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SD#2 Fund:	\$5,215.91
-------------------	-------------------

SD#3 Fund:	\$2,806.25
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Total To Be Paid:	\$907,824.78
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Supervisor Tidball: Committee Reports. Mr. Reed has joined us for the Highway Department.

Highway:

Highway Superintendent Reed: Well, there is not too much to report, it's been pretty quiet. We had a little snafu yesterday with the transmission line on truck 5 and had to tow it in. Other than that, we have just been tinkering with the trucks and keeping them up to par.

Supervisor Tidball: Are they calling for any big storms in the next week or so.

Highway Superintendent Reed: Yes, maybe Tuesday but it looks like it is going south. But it has been quiet, and we have got a lot done on the trucks.

Public Safety:

Supervisor Tidball: Ok, we'll go from that to Public Safety? Bill do you have anything to add. We haven't had much going on.

Council Member Wenzel: I do not, no.

Supervisor Tidball: Ok, the only thing for Public Safety is we've been working, this is the time of year we do the contracts. So, we have to try to get them up to date with insurance and stuff like that. So, there is a contract for DVAC tonight. So, you will be hearing some contracts for the fire departments within the next few meetings. Park Committee Bill?

Park Committee:

Council Member Wenzel: Nothing. I had sent the contract out to the vendor for the disc golf. I haven't heard anything back one way or the other. I am going to look and see; I think I have a phone number for him. I just want to track him down and find out, obviously they are not going to start it right now with the weather the way it is anyhow. I just want to confirm that he has it and that they are ready to move forward when the weather does break.

Supervisor Tidball: Absolutely. Alright thank you. Sewer Districts. John.

Sewer Districts:

Council Member Ganther: We received a proposal from Delaware Engineering for the Mariaville Wastewater Treatment Plant UV Project. That project is to satisfy a requirement by the DEC. It was put in place by them in 2018 to implement a UV Disinfection System. There isn't one there at this point. The timeline of that project, we need to submit the design to the DEC by May of this year. Construction to begin by May of 2022 and completion of the construction by May of 2023. So that is kind of a long-range project, but we've got to get the design work done now. It's a \$400,000 project but we do have a \$300,000 grant from the DEC that helps to offset that. January 22nd, we opened up sealed bids for the other major project which is the Delanson Wastewater Treatment Plant long-term improvement project. The good news with that is we had plenty of bids to choose from. We had 9 bids for the construction and 8 bids for the electrical work. So, obviously the more bids you get, the better chance you have at getting a good deal. So, additionally the lowest bidders had either done work with the town or done work with Delaware Engineering on other projects in the past. So, we know about the vendors. Once we have approved contractors for that project, we need to submit a bunch of signed paperwork back to EFC in order to get closure on the financing, to get their approval. They actually did approve the project but there is a whole laundry list of items that we need to submit to them to actually finalize everything and Bill Brown is guiding us to make sure that we get all that through the maze and in place. That's really it for me. We got Bill Brown on the meeting here, his microphone is, is he ready to go.

Deputy Town Clerk Fall: Yes.

Council Member Ganther: Alright Bill do you want to chime in with any updates for us?

Bill Brown of Delaware Engineering: I think you covered it John. Like John said, there are a couple resolutions later in the meeting for award of those two contracts. There is some paperwork for the Supervisor to sign on that Board authorization. We will trade paperwork back and forth with EFC. We will probably set up a preconstruction meeting with the contractor and the town and members of EFC in the next month or so to kick off the project. We will start getting equipment ordered here over the next couple of months so that in the spring when we are ready to break ground, we have that equipment already ordered and in place for a summer installation. So, we look to be good as far as compliance with all the DEC regulations that they are requiring us to have done by the end of the year. So, we should be in good shape for that.

Council Member Ganther: Ok anything else?

Bill Brown: That's all we got. You covered pretty much everything else.

Council Member Ganther: Alright, thanks Bill.

Bill Brown: Thank you.

Supervisor Tidball: IT John.

IT:

Council Member Ganther: Broadband. Our next Broadband Committee meeting is ... I don't know because I didn't write it down. So, I've got a bunch of dots here. When is that meeting?

Supervisor Tidball: Hopefully I wrote it down,

Council Member Ganther: I know it is in early March. March 3rd maybe. Do you have it?

Supervisor Tidball: I didn't put it in my calendar.

Council Member Ganther: Well, we will have to get it from Annabel. We will have other meetings here before then to get that announced. But I know it is early March, the next Broadband Committee meeting. Two factor authentication for email, just an update on that project. We did get the folks downstairs configured and set up on that so that their email is secure. The next task for me is I want to work with the Planning or Zoning Boards and get those folks updated. So that should happen in the next week or two. We have a proposed service agreement from OMNIS that Terresa and I are looking at. Terresa is going over the legal end of it. I actually physically have a service agreement from OMNIS, it's actually exciting when we get that so. So, we'll go through that and make sure it is in good shape and get that approved soon.

Town Attorney Terresa Bakner: We have the CivicPlus one too.

Council Member Ganther: Correct. We also have the one from Civic which is the company we have our website maintenance software through that we need to get finalized and approved. I think that's it.

Supervisor Tidball: I have nothing else to add this meeting. We did have a chat about solar at the last board meeting. I'm sorry I was going to have like updated notes from that of what we discussed. I'll have them at the next board meeting and then we can just verify what we said

and then we can put that out. What's our plan? Do we want to take our suggestions and present them to the planning board?

Town Attorney Teresa Bakner: No, if you give me the list of what you have decided on, I'll do an amended local law and then that can go to the county and to the planning board.

Supervisor Tidball: Ok, I have nothing else. Bill did you have anything you wanted to add before we go into the business meeting? Any other committee stuff or town stuff?

Council Member Wenzel: No, nothing that is urgent right now.

Council Member Ganther: Oh, I have one more thing actually. One more thing that Brandy and I actually talked about today which is when folks leave the town, as far as their emails, is there an amount of time legally that we are required to hold those emails incase we get foiled or something like that? Do you know?

Town Attorney Teresa Bakner: You mean in terms of town records?

Council Member Ganther: Yes.

Town Attorney Teresa Bakner: Yes, your record retention policy has that in it. It's all covered there in the policy. I can't remember the amount of time.

Council Member Ganther: That's fine, I have the policy. Yep, so it's in there, that makes sense. Ok because we have a bunch of folks that were either on Planning/Zoning Boards, Charles Leoni's email and things like that. So, we just needed to be sure, just clarification on how long to hold them but I'll check the policy.

Town Attorney Teresa Bakner: You can download them and put them on discs and then discontinue the email. You don't need to keep the email itself, but you probably already knew that,

Council Member Ganther: Yes, well we bounced around a lot with incompatible emails over the years too. But now that we are on Microsoft, I am certain we will stay on that and it will be much easier. We can make a copy of the PST file and be all set. Yes, that's not a problem at all. So ok, thank you that was it.

Supervisor Tidball: Ok. Thank you. Alright, we will leave the committee report section and we will go into the business meeting.

Business Meeting:

Supervisor Tidball: I'll start off with the first one. Motion to approve and authorize the Town Supervisor and, where applicable, the Town Superintendent of Highways, to enter the intermunicipal agreements for calendar year 2021.

Council Member Ganther: Second.

Supervisor Tidball: Pretty self-explanatory, it's something we do every year, we have agreements with Delanson. They don't have their own Highway Department or Building Inspector. And the Princetown is we plow a certain section of a road that goes into their town for them, they do not have a road crew.

Town Attorney Teresa Bakner: Just to be clear here, the only things that are changed in here have been not the price the town is receiving, its just the insurance coverage and an indemnification agreement that the insurance carrier asked us to put in the agreement.

Supervisor Tidball: Ok, any other discussion on it? Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Resolution 35-21: Supervisor Tidball motioned, seconded by Council Member Ganther to approve and authorize the Town Supervisor and, where applicable, the Town Superintendent of Highways, to enter the intermunicipal agreements for calendar year 2021.
Motion carried, 3 ayes

Council Member Ganther: Motion to approve the agreement and authorizes the Town Supervisor to sign the agreement and to place the \$35,000 dollars in a separate escrow account to secure the obligation to complete the construction of Woodstone Circle.

Council Member Wenzel: Second

Supervisor Tidball: The discussion on this is this has been something that goes back to 2006. Woodstone Circle which is off of Depot Road if nobody knows where that is. This was basically a housing development, subdivision and they, for the longest time I think there has only been one house on it, so it looks like they are trying to expand that, so this is to finish the road.

Town Attorney Teresa Bakner: I just wanted to point out that the agreement allows them to substitute for the \$35,000 of valid letter of credit and if they do choose to do that then we have to come up with some system of tracking them so we can make sure they stay alive. Because the town has very few of these, there's just not that many subdivisions where they don't complete the road. And the other thing I said to Dale is maybe from now on we make them complete the road. Especially if it is getting to be so long. Like between 2006 and 2021, that's a long time.

Supervisor Tidball: Yeah, that is a long time I don't know what happened there. Any other discussion on that? Brandy call the roll please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 36-21: Council Member Ganther motioned, seconded by Council Member Wenzel to the agreement and authorizes the Town Supervisor to sign the agreement and to place the \$35,000 dollars in a separate escrow account to secure the obligation to complete the construction of Woodstone Circle.

Motion carried, 3 ayes

Supervisor Tidball: Motion to approve the contract for the performance of professional services with H2H Geoscience Engineering PLLC attached as Exhibit A and authorizes the Town Supervisor to sign the contract.

Council Member Ganther: Second.

Supervisor Tidball: Quick discussion on that, H2H has been doing our monitoring for many years and they do a great job. When I first started as Supervisor, we were spending a lot of money on testing. They were able to get the rate of testing down, they have worked very closely with us on that. Any discussion on that? Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Resolution 37-21: Supervisor Tidball motioned, seconded by Council Member Ganther to approve the contract for the performance of professional services with H2H Geoscience Engineering PLLC attached as Exhibit A and authorizes the Town Supervisor to sign the contract. Motion carried, 3 ayes

Council Member Ganther: Motion to approve Professional Services Invoice No. 10 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 Delaware in the amount of \$3,670.00. Motion carried, 3 ayes

Council Member Wenzel: Second.

Supervisor Tidball: Any discussion? Brandy call the role please.

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 38-21: Council Member Ganther motioned, seconded by Council Member Wenzel to approve Professional Services Invoice No. 10 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 Delaware in the amount of \$3,670.00. Motion carried, 3 ayes

Supervisor Tidball: Motion to award bids for general construction and electrical contracts for the long-term improvements to the Delanson Wastewater Treatment Plant.

Council Member Ganther: I will second it.

Supervisor Tidball: Any discussion?

Council Member Ganther: I think we are pleased with the bids; they are two reputable companies that Delaware and the town of Duaneburg have experience with. And the total amounts came under the approved amount for the project. So, we are happy to have this behind us.

Supervisor Tidball: Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Resolution 39-21: Supervisor Tidball motioned, seconded by Council Member Ganther to award bids for general construction and electrical contracts for the long-term improvements to the Delanson Wastewater Treatment Plant.

Motion carried, 3 ayes

Council Member Ganther: Motion to approve DVAC's attached fee schedule for calendar year 2021 and approves and authorizes the Town Supervisor to execute the attached DVAC Contract.

Town Attorney Teresa Bakner: There is one change to the contract. The workers compensation written in the contract is \$500,000, it will be \$1,000,000.00. That is to make the insurance carrier happy. So, we'll get a revised page.

Council Member Wenzel: Second

Supervisor Tidball: Any other discussion on that? Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Resolution 40-21: Supervisor Tidball motioned, seconded by Council Member Ganther to approve DVAC's attached fee schedule for calendar year 2021 and approves and authorizes the Town Supervisor to execute the attached DVAC Contract.

Motion carried, 3 ayes

Supervisor Tidball: Motion to approve Eagle Towing as a new vendor.

Council Member Ganther: Second the motion.

Supervisor Tidball: Eagle towing does heavy duty towing. So, I assume that was for our Highway Department when they have issues.

Highway Superintendent Reed: Yes, we had a problem earlier this year in that heavy, heavy snowfall, both us and the county. So, we brought Eagle Towing onboard a few times so this is adding us to their list so we can count on them if needed.

Supervisor Tidball: Absolutely. You never know what is going to happen.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Resolution 41-21: Supervisor Tidball motioned, seconded by Council Member Ganther to approve Eagle Towing as a new vendor.
Motion carried, 3 ayes

Supervisor Tidball: Any other business meeting stuff we need to go over? Alright, next will be open floor. I do have correspondence from Lynn Bruning, so I'll read that and then if anybody else wishes to speak when I get done. Then just do the normal thing and put a message in the there to notify us and we'll let you speak.

Supervisor Tidball read the letter from Lynn Bruning. (please see attached)

Supervisor Tidball: The draft solar law is something we talked about briefly earlier. We got comments from Town Board members last board meeting. I hope to have the comments that we come up with and agree upon at the next board meeting. So as that process goes and when we have a draft, it will be posted on the website and available to the public. There will also be a public hearing. There will always be announcements at every board meeting. Tomorrow is the deadline for taking comments on the draft comprehensive plan.

Town Attorney Teresa Bakner: Tomorrow is the deadline. The comments need to go to mdeffer@duanesburg.net Remember we are going to make those changes through the Town Board and then there will be another public hearing and another opportunity to comment.

Supervisor Tidball: So, there is still time to get them in if they get them to the clerk downstairs by tomorrow that would be great.

Town Attorney Teresa Bakner: Email would be perfect.

Supervisor Tidball: (Regarding a question for a moratorium on wind power.) Wind power really hasn't come up in discussions. That is something we may need to have further talks about. I know we do have, there is one windmill in town that we allowed when I was on the Planning Board. It's over on Duanesburg Churches Road.

Town Attorney Teresa Bakner: Is it a farm?

Supervisor Tidball: No, it is just one single one. You never see it spinning but it is there. So that is something we should have a future talk on. Definitely.

(Regarding a question about enacting a moratorium on battery storage solutions.) That will be part of the further discussions as we go through the solar law.

(Regarding question on if Oak Hill Solar 1 & 2 requested a building permit.) They have not requested a permit as of yet.

(Regarding question on the state audit.) They have not finalized it yet at their office. I had contact with them a few weeks ago and they were still in the process of finalizing their findings.

Council Member Ganther: The solar law for accessing the solar law is as easy as typing in the word solar in the search bar and the solar law should come up. So, if anyone has issues finding that, they can shoot me an email or something. But the existing solar law should be easy to find. As far as website stuff, I will apologize again as I have a few times unfortunately. We are working on getting training internally but that has been slowed due to COVID as so many other things in the world. But we are going to get training in here for different folks as soon as possible. The turnover we have had in the last year or two has hurt our ability to get changes done promptly but we are going to address that as soon as we possibly can.

Supervisor Tidball: Does anyone on wish to speak Brandy?

Deputy Town Clerk Fall: No, it's only Lynn and Bill on.

Supervisor Tidball: Ok and if you have comments and can't get on, just send me an email or the town clerk and will get your questions answered. Ok, I'll make the motion for adjournment.

Council Member Wenzel: Second.

Supervisor Tidball: Any discussion? Brandy please call the roll.

Supervisor Tidball: Brandy call the roll please.

Deputy Town Clerk Fall: Supervisor Tidball

Supervisor Tidball: Aye

Deputy Town Clerk Fall: Council Member Wenzel

Council Member Wenzel: Aye

Deputy Town Clerk Fall: Council Member Ganther

Council Member Ganther: Aye

Supervisor Tidball: Folks, thank you. Stay warm this weekend because it's not going to be warm, it's going to be very cold.

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 28, 2021 at the Duanesburg Town Hall, 5853 Western Turnpike, Duanesburg, New York 12056.

Town of Duaneburg **Vouchers Per Fund**

Fund	Amount
General Fund	\$ 818,745.59
Highway Fund	\$ 12,769.17
Sewer District # 1	\$ 11,923.86
Sewer District # 2	\$ 5,215.91
Sewer District # 3	\$ 2,806.25
TE Svc Award	\$ 56,364.00
Total	\$ 907,824.78

Town of Duanesburg Town Board

RESOLUTION NO. 35- 2021

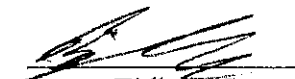
January 28, 2021

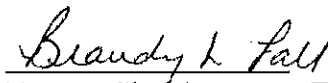
WHEREAS, the Town of Duanesburg desires to enter intermunicipal agreements with the Village of Delanson for road maintenance services, with the Village of Delanson for building inspector services, and with the Town of Princetown for road maintenance services; and

WHEREAS, the aforementioned intermunicipal agreements have terms of January 1, 2021 to December 31, 2021.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby approves and authorizes the Town Supervisor and, where applicable, the Town Superintendent of Highways, to enter the aforementioned intermunicipal agreements for calendar year 2021.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 28, 2021


Roger Tidball, Supervisor
Clerk


Town Clerk/Deputy Town

Present: *Supervisor Tidball, Council Member Gauthier, Council Member Wenzel*

Absent: *Council member Potter, Council member Senecal*

Town Board Members:

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

**INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF DUANESBURG
AND
THE VILLAGE OF DELANSON
FOR BUILDING INSPECTOR SERVICES**

This Agreement entered into on _____, 2021 between the Village of Delanson, a municipal corporation (hereinafter referred to as "Delanson") and the Town of Duanesburg, a municipal corporation (hereinafter referred to as "Duanesburg").

WHEREAS, the governing bodies of Delanson and Duanesburg, by majority vote, approved the actions set forth in this Agreement and said governing bodies have determined that it is in the best interest of said municipal corporations to enter into this cooperative Agreement; and

WHEREAS, Delanson and Duanesburg each are authorized to employ a Building Inspector, for such lawful purposes as are necessary or required by each; and

WHEREAS, the position of Delanson Building Inspector is currently vacant; and

WHEREAS, Delanson is desirous of contracting with Duanesburg for the purpose of obtaining from Duanesburg the services of its Building Inspector, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Authority

1. This Agreement is entered into pursuant to the terms of General Municipal Law Section 119-o and is authorized pursuant thereto.

Scope of Services

2. The Town of Duanesburg Building Inspector (hereinafter referred to as "BI") shall provide such building inspection services to Delanson as are currently provided by them to Duanesburg, at the reasonable request of Delanson, and subject to approval and acceptance by the BI of such assignment, on a case by case basis. The BI shall have the right to decline to perform any service for Delanson if, in the BI's reasonable discretion, such service is unlawful or inappropriate. All services shall be provided as promptly as practicable under the circumstances.
3. The BI shall provide to Delanson, no later than noon on the second Monday of each month, a report of activities for the previous calendar month to include applicant

name, property address, type of application, copy of the application with the fee indicated and BI/clerk hours.

Other Work

4. In the event Delanson requires work to be done that is not specified in this Agreement, it shall make a written request to Duanesburg, setting forth the scope of the work requested. Duanesburg shall notify Delanson as to whether it is willing and able to perform such work, and the terms and conditions for performance of such work.

Term

5. This Agreement shall be effective from January 1, 2021 until December 31, 2021. This Agreement will not automatically renew.
6. Notwithstanding the foregoing, however, either party may terminate this agreement upon not less than thirty (30) days prior written notice to the other party.

Payment for Services

7. The services to be provided by Duanesburg to Delanson pursuant to this Agreement will be compensation set forth below:
 - a. Delanson shall remit payment to Duanesburg payment totaling two thousand five hundred dollars (\$2,500) for services rendered during the agreement term set forth in Paragraph 5.
 - b. In addition to the payment set forth in Section 7(a), above, Delanson shall also pay to Duanesburg an additional fee in the amount of two thousand five hundred dollars (\$2,500), owed for the services provided to Delanson by Duanesburg during the period of January 1, 2020 through December 31, 2020.
 - c. Payments shall be made by Delanson to Duanesburg within thirty (30) days of the execution of this contract.
 - d. The Delanson Village Treasurer shall be the custodian of all funds relative to this Agreement and is hereby granted the authority to make all necessary and legally valid payments due and owing pursuant to this Agreement.

Employees

8. The employees whose services shall be utilized to implement the terms of the terms of this Agreement shall for all purposes remain the employees of Duanesburg.

9. In all cases, Duanesburg shall ensure that each employee is covered by Worker's Compensation Insurance for all activities to be performed pursuant to this Agreement.

Work Supervision

10. The Town of Duanesburg shall supervise the activities set forth in this Agreement. No changes may be made to the terms of this Agreement except by majority vote of each participating municipality, followed by the execution of a written addendum to this Agreement.

Inspection Fees

11. All inspection fees received by the BI shall be remitted to Duanesburg and disbursed to Delanson on a monthly basis. Duanesburg reserves the right to retain any such fees to offset amounts due it from Delanson.

Dispute Resolution

12. The parties will make every effort to resolve any disputes regarding the work to be performed pursuant to this Agreement in a prompt and professional manner. Should any dispute appear unresolvable, either party may request the institution of the following dispute resolution process:
 - a. The Village Mayor and Town Supervisor will meet to attempt to resolve the dispute.
 - b. If such meeting does not resolve the dispute, the parties shall submit to arbitration before a single arbitrator pursuant to the Rules of the American Arbitration Association after service of a notice of intention to arbitrate by any of the parties.
 - c. The arbitrator's decision shall be final and binding on all parties.

Notices

13. Should any written notice be required by one party to either of the other parties pursuant to the terms of this Agreement, such notice shall be sent to the following individuals at the addresses set forth below by first class mail, return receipt requested via the United States Postal Service:

Duanesburg Town Supervisor & Town Attorney
5853 Western Turnpike
Duanesburg, New York 12056

Delanson Village Mayor & Village Attorney

P.O. Box 235
Delanson, New York 12053

Indemnification

14. To the fullest extent permitted by law, Delanson shall indemnify, defend, and hold harmless Duanesburg along with their respective officers, agents and employees and all other parties required of the contract from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, or alleged to arise out of or arise from, the performance of work under the Agreement, and any work order, whether such claim, damage, demand, loss of expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent attributable to the negligence or willful misconduct of Delanson or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by Delanson's employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of Delanson's employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of Delanson or the rights of Duanesburg. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Delanson under any workers compensation acts, disability benefits acts or other employees benefits acts and includes any loss or injury suffered by an employee of Delanson or any others who claim to have directly or derivatively sustained injury or damages due to the injury to Delanson's employee. This indemnification shall be in addition to any indemnity liability imposed by the contract documents, and shall survive the completion of the work or the termination of the Agreement.

Insurance

15. The following insurance requirements shall apply to Delanson:

Commercial General Liability (CGL)

- a) Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract.
- b) Duanesburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis,

including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the subcontractor, the sub-subcontractor or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. Additional Insured products and completed operations coverage maintained for 3 years after completion of the work.

Automobile Liability

- a) Business Automobile Liability with a combined single limit of not less than \$ 1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- b) Duanesburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

Umbrella/Excess Liability

- a) Umbrella / Excess Liability with limits not less than \$ 10,000,000 per occurrence / aggregate.
- b) Umbrella Liability must include as Additional Insured all entities that are Additional Insured on the CGL and Automobile Liability policies.
- c) Umbrella/Excess Liability shall apply on a primary and not contributory basis.

Workers Compensation and Employers Liability

- a) Employers Liability Insurance with limits not less than \$ 1,000,000 Each Accident for bodily injury by an accident \$ 1,000,000 Each Employee for injury by disease
- b) Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is optional under the workers compensation act.

All insurance required must be with insurers licensed to conduct business in New York State and reasonably acceptable to the Duanesburg and all other parties as required by contract. All insurance shall be from an insurer with A.M. Best rating form A- to A+ or better.

Authority for Execution

16. The Duanesburg Supervisor and, the Delanson Mayor have executed this Agreement and, by resolution, each has been duly authorized and empowered to do so, This Agreement shall be executed in triplicate, and at least one copy shall be permanently filed, after execution thereof, in the Office of the Duanesburg Town Clerk.

No Waiver

17. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any Party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other Party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Modification

18. No provision hereof shall be modified, amended, waived or limited except by a written agreement expressly referring hereto and to the provision so modified, amended, waived or limited and signed by both parties to this Agreement.

Severability

19. Any provisions of applicable law which supersede or invalidate any provision of this Agreement shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town of Duanesburg and the Village of Delanson have caused their seals to be affixed hereto and have caused this Agreement to be duly executed.

Date:

Duanesburg Town Supervisor

Date:

Delanson Village Mayor

**INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF DUANESBURG,
THE TOWN OF DUANESBURG
SUPERINTENDENT OF HIGHWAYS
&
THE VILLAGE OF DELANSON**

This Agreement entered into on _____, ____, 2021 between the Village of Delanson, a municipal corporation ("Delanson"), the Town of Duanesburg, a municipal corporation ("Duanesburg"), and the Duanesburg Superintendent of Highways ("Highway Dept.") is to be in effect until December 31, 2021.

WHEREAS, the governing bodies of Delanson and Duanesburg, by majority vote, approved a prior intermunicipal agreement to share certain services whereby Duanesburg would provide Delanson road maintenance and said governing bodies have determined that it is in the best interest of said municipal corporations to renew and continue the cooperative agreement by entering into this Agreement; and

WHEREAS, the Highway Dept. through its Superintendent has approved this Agreement; and

WHEREAS, Delanson currently owns and maintains various public streets and roadways within Delanson; and

WHEREAS, said streets and roadways are in need of maintenance and repair and need to be snow plowed and sanded, as required; and

WHEREAS, Duanesburg, through the Highway Dept., has the available human resources, machinery and equipment to provide said services to Delanson; and

WHEREAS, Delanson is desirous of contracting with Duanesburg for the purpose of obtaining such services from Duanesburg, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Authority

1. This Agreement is entered into pursuant to the terms of the General Municipal Law Section 119-o and is authorized pursuant thereto.

Areas of Service

2. A. Duanesburg through the Highway Dept. hereby agrees to provide street maintenance as set forth herein for the following Village Streets located in Delanson (the "Village Streets"):

- (i) School Drive;
- (ii) Alexander Road;
- (iii) Cooley Heights;
- (iv) Stewart Lane;
- (v) Thousand Acre Road;
- (vi) Newton Street;
- (vii) Charles Street;
- (viii) Railroad Avenue;
- (ix) Rose Street;
- (x) West Shore Road;
- (xi) Elm Street;
- (xii) Water House Road;
- (xiii) Victoria Drive; and
- (xiv) Michael Drive.

B. Duanesburg through the Highway Dept., also hereby agrees to provide maintenance as set forth herein for the following Additional Areas located in Delanson (the "Additional Areas");

- (i) The Village Hall Parking lot and front apron;
- (ii) The Village Water Pump building on Route 395.

Scope of Services

3. Maintenance for the Village Streets and the Additional Areas shall be provided, as needed, as determined by the Highway Dept., as follows:

- A. Snow plowing with sanding and salting as required;
- B. Ditching to existing ditched areas to promote drainage;
- C. Filing of potholes and minor repair due to damage caused by Highway Dept. snow plowing;
- D. Mowing of shoulders of Village Streets in the mid-summer and in the fall;
- E. Maintenance of existing signs, which include clearing any obstruction which would limit visibility. The cost of the replacement or additional signs and posts are to be borne by Delanson;

- F. Brush and tree removal along streets where traffic is impeded or visibility becomes limited due to the plant growth;
- G. Sweeping of village streets and additional areas which includes village hall lot.

Additional Services

- 4. A. As an additional service, Duanesburg, through the Highway Dept., shall perform road grading once a year on the village owned portions of Water House Road and McMillan Well access driveway (gravel surfaces), if needed, as determined by the Highway Dept. Any cost of material shall be borne by Delanson, and shall be reimbursed to Duanesburg if paid by Duanesburg.

B. On or before May 1, 2021 the Highway Department shall inspect the Delanson Village Streets covered by this Agreement and issue a written report, signed by the Duanesburg Highway Superintendent, to the Delanson Village Board. This report shall set forth the then current condition of each Village Street and shall include recommendations for improvements and repairs.

Exclusions

- 5. Maintenance shall not include: Street resurfacing, street rebuilding, work to water distribution system and/or work to fire hydrants, or sidewalk maintenance such as snow and ice removal.

Term

- 6. This Agreement shall be effective from January 1, 2021 until December 31, 2021. This Agreement will not be automatically renewed.

Payment for Services

- 7. Delanson shall pay to Duanesburg:
 - A. A base fee of twenty-nine thousand four hundred fourteen dollars (\$29,414.00) ("Base Fee"). Payment shall be made on or before March 1, 2021. There will be no special assessment or increase in Duanesburg Town tax that would be directed specifically to Delanson assessed properties as a result of this Agreement or the work undertaken by Duanesburg hereunder. Any overtime, labor, fuels and sanding materials incurred for work within the scope of this Agreement are included in the Base Fee. Other labor, equipment and material costs will be added as described in section 7B of this Agreement.

- B. In addition to the Base Fee set forth in Section 7 A, above, Delanson shall also pay to Duanesburg the base fee in the amount of twenty-nine thousand four hundred fourteen dollars (**\$29,414.00**), owed for the services provided to Delanson by Duanesburg during the period of January 1, 2020 through December 31, 2020. Such payment shall be made on or before March 1, 2021.
- C. Requests for services outside the scope of this Agreement must be made in writing to Duanesburg and to the Highway Dept. setting forth the scope of the additional work requested. The Highway Dept. shall notify Delanson as to whether it is willing and able to perform such work. Any such work shall be performed at an hourly rate of \$55 per hour, per person performing the work for labor during normal Highway Dept. hours (Monday through Friday, 7 a.m. to 3:30 p.m.), and the rate of \$75 per hour, per person during other than normal Highway Dept. hours, plus additional charges for equipment and for materials. Equipment use rates shall be set forth in a notice from the Highway Dept. to Delanson. Additional materials shall be invoiced to Delanson at actual cost to Duanesburg. If acceptable to Delanson, the Mayor of Delanson, the Town Supervisor of Duanesburg and the Superintendent of the Highway Department, the three of them shall meet to establish a schedule for completion of the additional work specified, and a schedule of payment for such additional work.
- D. The Village Treasurer shall be the custodian of all funds related to this Agreement and is hereby granted the authority to make all necessary and legally valid payments due and owing pursuant to this Agreement.
- E. If payments are untimely (as set forth in sections 7A and 7B, above), Duanesburg may terminate this Agreement upon not less than thirty (30) days prior written notice to Delanson, in addition to any other legal remedies it may have. In the event of such termination, Duanesburg shall be entitled to retain a prorated amount of the base fee, based upon the number of day this contract has been in effect, through the actual date of termination as set forth in the termination notice. If amounts are then owed to Duanesburg pursuant to paragraph 7B, Duanesburg shall be entitled to retain such amounts from any part of the base fee to be refunded, and may pursue payment of any balance owed.

Employees

- 8. A. The Highway Dept. personnel employed to implement the terms of this Agreement shall remain the employees of Duanesburg and be deemed Duanesburg employees for all purposes.

B. In all cases, Duanesburg shall insure that each employee is covered by Worker's Compensation for all activities to be performed pursuant to this Agreement.

Work Supervision

9. The Town of Duanesburg Highway Superintendent, as directed by the Duanesburg Town Board and the Delanson Village Board, shall supervise the activities set forth in this Agreement. However, no changes may be made to the terms of this Agreement except by majority vote of each participating municipality, and consent of the Highway Dept., followed by the execution of a written addendum to this Agreement.

Delanson's Right to Terminate

10. Delanson shall have the right to terminate this Agreement, for good cause after a thirty (30) day cure period. For the purposes hereof, good cause shall be the failure of Duanesburg and the Highway Dept. to perform any material aspect of this Agreement. Delanson's rights to terminate this Agreement shall not accrue until thirty (30) days after Delanson provides written notice of the defects or breaches to Duanesburg and the Highway Dept and Duanesburg or the Highway Dept. fails to cure or otherwise respond to the notice. Said notice shall set forth in detail the material obligations of this Agreement that has not been performed.

Dispute Resolution

11. The parties will make every effort to resolve any disputes regarding the work to be performed pursuant to this Agreement in a prompt and professional manner. If a dispute cannot be resolved by informal means, either party may initiate the following dispute resolution process:
 - (a) The Village Mayor, Town Supervisor and the Highway Superintendent will meet to attempt to resolve the dispute.
 - (b) If such meeting does not resolve the dispute, the parties shall attempt to resolve the dispute through mediation by a mutually agreed up mediator. Each party shall pay its own attorney's fees and equally share the costs and expenses of the mediator.
 - (c) If the mediation does not result in a voluntary settlement agreement, the parties shall arbitrate the dispute before a single arbitrator pursuant to the Rules of the American Arbitration Association after service of a notice of intention to arbitrate by any of the parties. The arbitrator's decision shall be final and binding on all parties.

Indemnification

12. To the fullest extent permitted by law, Delanson shall indemnify, defend, and hold harmless Duanesburg along with their respective officers, agents and employees and all other parties required of the contract from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, or alleged to arise out of or arise from, the performance of work under the Agreement, and any work order, whether such claim, damage, demand, loss of expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent attributable to the negligence or willful misconduct of Delanson or any entity for which it is legally responsible or vicariously liable: regardless of whether the claim is presented by Delanson's employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of Delanson's employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of Delanson or the rights of Duanesburg. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Delanson under any workers compensation acts, disability benefits acts or other employees benefits acts and includes any loss or injury suffered by an employee of Delanson or any others who claim to have directly or derivatively sustained injury or damages due to the injury to Delanson's employee. This indemnification shall be in addition to any indemnity liability imposed by the contract documents, and shall survive the completion of the work or the termination of the Agreement.

Insurance

13. The following insurance requirements shall apply to Delanson:

Commercial General Liability (CGL)

- a) Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract.
- b) Duanesburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the

intent of the parties that any insurance obtained by contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the subcontractor, the sub-subcontractor or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. Additional Insured products and completed operations coverage maintained for 3 years after completion of the work.

Automobile Liability

- a) Business Automobile Liability with a combined single limit of not less than \$ 1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- b) Duanesburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

Umbrella/Excess Liability

- a) Umbrella / Excess Liability with limits not less than \$ 10,000,000 per occurrence /aggregate.
- b) Umbrella Liability must include as Additional Insured all entities that are Additional Insured on the CGL and Automobile Liability policies.
- c) Umbrella/Excess Liability shall apply on a primary and not contributory basis.

Workers Compensation and Employers Liability

- a) Employers Liability Insurance with limits not less than \$ 1,000,000 Each Accident for bodily injury by an accident \$ 1,000,000 Each Employee for injury by disease
- b) Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is optional under the workers compensation act.

All insurance required must be with insurers licensed to conduct business in New York State and reasonably acceptable to the Duanesburg and all other parties as required by contract. All insurance shall be from an insurer with A.M. Best rating form A- to A+ or better.

Notices

14. Should any written notice be required by one party to either of the other parties pursuant to the terms of this Agreement, such notice shall be sent to the

following individuals at the addresses set forth below by first class mail and certified mail, return receipt requested via the United States Postal Service:

Duanesburg Town Supervisor and Town Attorney
5853 Western Turnpike
Duanesburg, New York 12056

Delanson Village Mayor and Village Attorney
P.O. Box 235
Delanson, New York 12053

Duanesburg Superintendent of Highways
5799 Western Turnpike
Duanesburg, New York 12056

Authority of Execution

15. The Duanesburg Supervisor, the Delanson Mayor and the Superintendent of Highways have executed this Agreement and, by resolution, each has been duly authorized and empowered to do so. This Agreement shall be executed in triplicate, and at least one copy shall be permanently filed, after execution thereof, in the Office of the Duanesburg Town Clerk.

No Waiver

16. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other, covenant, agreement, term or condition. By notice duly given, any Party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement, or any duty, obligation or covenant of any other Party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other then existing, or subsequent, breach.

Modification

17. No provision hereof shall be modified, amended, waived or limited except by a written agreement expressly referring hereto and to the provision so modified, amended, waived or limited and signed by both parties to this Agreement.

Severability

18. Any provisions of applicable law which supersede or invalidate any provision of this Agreement shall not affect the validity of the remainder of this Agreement, and such remaining provisions shall be enforced as if such superseded or invalid provision(s) were deleted.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Town of Duaneburg and the Village of Delanson have caused their seals to be affixed hereto and have caused this Agreement to be duly executed.

Date: _____

DUANESBURG TOWN SUPERVISOR

Date: _____

DELANSON VILLAGE MAYOR

Date: _____
HIGHWAYS

DUANESBURG TOWN SUPERINTENDENT OF

**Town of Duanesburg
Intermunicipal Agreement
Between the Town of Duanesburg and the Town of Princetown**

CONTRACT for services by and between the Town of Duanesburg, New York and the Town of Princetown, New York.

IT IS HEREBY AGREED that, for the consideration hereinafter set forth, the Town of Duanesburg, through its Highway Department, will perform highway maintenance, as conditions require, that portion of Van Patten Road that lies within the Town of Princetown, Schenectady County, New York for a term of one year January 1, 2021 until December 31, 2021.

The Town of Duanesburg will furnish Certificates of Insurance showing coverage for liability to third persons and Workers' Compensation for its employees and further hereby agrees to hold the Town of Princetown harmless for any claims arising out of the actions or failure to act by the Town of Duanesburg.

To the fullest extent permitted by law, the Town of Princetown shall indemnify, defend, and hold harmless the Town of Duanesburg along with their respective officers, agents and employees and all other parties required of the contract from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, or alleged to arise out of or arise from, the performance of work under the Agreement, and any work order, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent attributable to the negligence or willful misconduct of the Town of Princetown or any entity for which it is legally responsible or vicariously liable; regardless of whether the claim is presented by the Town of Princetown's employee, his/her spouse, legal or domestic partner under applicable state law and/or dependents of the Town of Princetown's employee. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Town of Princetown or the rights of the Town of Duanesburg. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Town of Princetown under any workers compensation acts, disability benefits acts or other employees benefits acts and includes any loss or injury suffered by an employee of the Town of Princetown or any others who claim to have directly or derivatively sustained injury or damages due to the injury to the Town of Princetown's employee. This indemnification shall be in addition to any indemnity liability imposed by the contract documents, and shall survive the completion of the work or the termination of the Agreement.

The following insurance requirements shall apply to the Town of Princetown :

Commercial General Liability (CGL)

- a) Commercial General Liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products - completed

operations aggregate. General Aggregate must apply on a per project basis. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract.

The Town of Duanesburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured for ongoing operations and completed operations. Additional Insured coverage shall apply on a primary and not contributory basis, including any deductible, maintained by, or provided to, the Additional Insured. It is expressly understood by the parties to this contract that it is the intent of the parties that any insurance obtained by contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the subcontractor, the sub-subcontractor or any of their respective consultants, officers, agents, subcontractors, employees anyone directly or indirectly employed by them or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law. Additional Insured products and completed operations coverage maintained for 3 years after completion of the work.

Automobile Liability

- a) Business Automobile Liability with a combined single limit of not less than \$ 1,000,000 limit per accident, including owned, non-owned, leased and hired vehicles, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
- b) The Town of Duanesburg along with their respective officers, agents and employees and all other parties required of the contract shall be named as Additional Insured on a primary and not contributory basis.

Umbrella/Excess Liability

- a) Umbrella / Excess Liability with limits not less than \$ 10,000,000 per occurrence /aggregate.
- b) Umbrella Liability must include as Additional Insured all entities that are Additional Insured on the CGL and Automobile Liability policies.
- c) Umbrella/Excess Liability shall apply on a primary and not contributory basis.

Workers Compensation and Employers Liability

- a) Employers Liability Insurance with limits not less than \$ 1,000,000 Each Accident for bodily injury by an accident \$ 1,000,000 Each Employee for injury by disease
- b) Coverage for all employees, and if on the job site, including corporate officers, and sole proprietors, partners of a partnership, members of a limited liability company, whether or not such coverage is optional under the workers compensation act.

All insurance required must be with insurers licensed to conduct business in New York State and reasonably acceptable to the Town Of Duanesburg and all other parties as required by contact. All insurance shall be from an insurer with A.M. Best rating form A- to A+ or better.

In consideration of the above, the Town of Princetown shall pay the Town of Duanesburg the sum of one thousand two hundred dollars (\$1,200.00) for services provided in 2021. With respect to services provided in 2020 the Town of Princetown shall pay the Town of Duanesburg an additional sum of one thousand two hundred dollars (\$1,200).

TOWN OF DUANESBURG:

Town Supervisor

Highway Superintendent

TOWN OF PRINCETOWN:

Town Supervisor

Highway Superintendent

I, _____, Town Clerk for the Town of Princetown, hereby certify that, by Resolution # _____, duly passed at a regular meeting of the Town Board on the _____ day of _____ 2021, the Superintendent of Highways was authorized to enter into the contract with the Town of Duanesburg to which this certificate is attached.

Town Clerk

Town of Duanesburg Town Board

RESOLUTION NO. 36 - 2021

January 28, 2021

WHEREAS, the Town Board of the Town of Duanesburg accepted dedication of Woodstone Circle as a Town of Duanesburg Highway;


WHEREAS, a letter of credit was required as part of the agreement among the Town and the Initial Developers; and

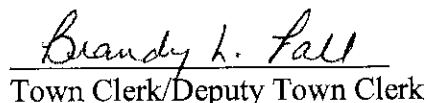
WHEREAS, the letter of credit is no longer valid and the successor in interest to the Initial Developers has provided a certified check in the amount of \$35,000 as a substitute for the letter of credit; and

WHEREAS, attached as Exhibit A is the proposed agreement between the Town of Duanesburg and the successor in interest, "William M. Larned & Sons, Inc."

NOW THEREFORE BE IT RESOLVED, that the Town Board of the Town of Duanesburg approves the agreement and authorizes the Town Supervisor to sign the agreement and to place the \$35,000 dollars in a separate escrow account to secure the obligation to complete the construction of Woodstone Circle.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 28, 2021


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Present: Supervisor Tidball, Council Member Gauthier + Council Member Wenzel

Absent: Council Member Potter + Council Member Senecal

Town Board Members:

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

AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made as of this 28th day of January 2021 (the "**Effective Date**") by and among **WILLIAM M. LARNED & SONS, INC.**, having an address of 544 Burdeck Street, Schenectady, New York 12306 ("**Developer**"), as successor in interest to Paul Dicocco, K'deen Dicocco, Kenneth Meyer and Katie Meyer, and **TOWN OF DUANESBURG**, a municipality organized and existing under the laws of the State of New York, with its office located at 5853 Western Turnpike, Duanesburg, New York 12056 ("**Town**"),

RECITALS

WHEREAS, Developer is the successor in interest to Paul Dicocco, K'deen Dicocco, Kenneth Meyer and Katie Meyer (collectively, "**Initial Developer**") with respect to the Woodstone Circle Subdivision (Tax Parcel SBL 55-2-14-31) in the Town of Duanesburg (the "**Project**");

WHEREAS, the Project included the construction of the road known as Woodstone Circle; and

WHEREAS, by Resolution #175-05 (the "**Resolution**") (attached as Exhibit A) the Town Board consented to the Town Superintended of Highways of the Town of Duanesburg to make an order laying out the lands of Woodstone Circle as a Town Highway subject to the conditions set forth in the Resolution; and

WHEREAS, among other things, the Resolution required Initial Developer to indemnify the Town of the cost of completion of, and for all required repairs to Woodstone Circle made by the Town on or before one (1) year from the date of the issuance of a certificate of occupancy for each buildable lot in the Project and required Initial Developer to provide the Town with an irrevocable letter of credit in the amount of \$35,000 to guaranty such indemnification obligations; and

WHEREAS, Initial Developer provided the Town with an irrevocable letter of credit issued by Sunmark Federal Credit Union bearing number 2005-4 in the amount of \$35,000.00 (the "**Letter of Credit**"); and

WHEREAS, the Letter of Credit has lapsed and the indemnification obligations of set forth the resolution are still in effect; and

WHEREAS, Developer has delivered to the Town a certified check in the amount of \$35,000.00 (the "**Certified Funds**") as a substitution security for the Letter of Credit; and

WHEREAS, Developer and Town desire to enter into this Agreement to set forth the terms and conditions that will govern the Certified Funds.

NOW THEREFORE, with the foregoing recitals deemed incorporated by reference, and for good and valuable consideration, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. **Successor in Interest.** Developer represents and warrants to the Town that it is the successor in interest to the Initial Developer with respect to the Project, and Developer acknowledges and agrees that it is bound by the terms and conditions of the Resolution.
2. **The Certified Funds.** The Town acknowledges receipt of the Certified Funds from Developer. The Certified Funds will be placed in an escrow account by the Town and will be drawn upon only in instances allowed for the application of the Letter of Credit under the Resolution.
3. **Letter of Credit.** Developer may, at its option, obtain a replacement irrevocable letter of credit in favor of the Town in accordance with the terms and conditions of the Resolution and, upon the delivery of such replacement letter of credit to the Town, and the Town Board's and Town attorney's approval of such letter of credit, the Town will release the Certified Funds to Developer.
4. **Modification; Waiver.** This Agreement may not be modified or amended except in writing signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced, and making specific reference to this Agreement.
5. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, administrators, personal representatives and permitted assigns.
6. **Governing Law.** This Agreement is entered into in the State of New York, and for all purposes shall be interpreted and governed by the laws of the State of New York, without regard to choice of law or conflict of laws principles or rules.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Purchaser, the Seller and the Escrow Agent have executed this Escrow Agreement as of the date first written above.

TOWN:

TOWN OF DUANESBURG

By: _____
Roger Tidball, Supervisor

DEVELOPER:

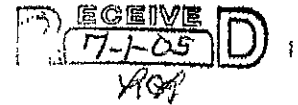
WILLIAM M. LARNED & SONS, INC.

By: _____
Tim Larned, President

Exhibit A



More than you expect.



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 2005-4

Beneficiary

Town of Duanesburg
5853 Western Turnpike
Duanesburg N Y 12056
Attn: Dale Warner
Code Enforcement Officer

Applicant

Kenneth Meyer & Paul DiCocco
686 Schoonmaker Road
Delanson, N Y 12053

Ladies and Gentlemen:

We hereby authorize you to draw your Drafts at sight on Sunmark FCU, Schenectady, New York, up to an aggregate amount not to exceed Eighty Three Thousand and Eighty Seven dollars (\$83,087.00 U. S. Dollars), bearing clause "Drawn Under Sunmark FCU, Schenectady, N.Y., Letter of Credit No. 2005-4", Dated July 1, 2005.

Your Drafts must be accompanied by your dated statement, purportedly signed by an Officer/Representative, indicating name and title reading: "Kenneth Meyer & Paul DiCocco have not completed the road installation for the Woodstone Estates Project per the plans and Town Specifications of Duanesburg, New York."

PARTIAL DRAWINGS ARE PROHIBITED

Presentation of the original Letter of Credit and Any amendments thereto are required for any drawings hereunder.

It is a condition of this credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date hereof, unless at least thirty (30) days prior to any such date we shall notify you in writing at the above address via courier/express/certified mail return receipt requested that we elect not to so renew this letter of credit for any such additional period.

This Letter of Credit sets forth in full the terms of our undertaking and such an undertaking shall not in any way be modified, amended or amplified by reference to any documents, instruments or agreements referred to herein, or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any such documents, instruments or agreements.

This Letter of Credit may be reduced by our amendment as work progresses as recommended by the Town Engineer of the Town of Duanesburg and approved by the town of Duanesburg Department of Planning on our receipt of your notification to us to this effect.



Except so far as otherwise expressly stated, this Standby Letter of Credit is subject to the "Uniform Customs and Practice of Documentary Credits" (1993 Revision) International Chamber of Commerce, Publication No. 500 and where not applicable, this Letter of Credit is governed by the laws of the State of New York.

We hereby engage with you that all drafts and documents drawn under and in compliance with the terms of this Credit will be duly honored by U S on delivery of documents as specified if presented at Sunmark FCU, 1 Broadway Center 8th Floor, Schenectady, N Y 12305 on or before the expiration date of or any automatically extended date as hereinbefore set forth.

Yours Faithfully,
Sunmark FCU

A handwritten signature in dark ink, appearing to read "A. Smith", written over a horizontal line.

Arthur A Smith, Commercial Loan Officer

Resolution #175-06-Council-member White motioned seconded by Council-member Frisbee: RESOLUTION FOR TOWN BOARD CONSENT TO THE TOWN SUPERINTENDENT OF HIGHWAYS OF THE TOWN OF DUANESBURG TO MAKE AN ORDER LAYING OUT THE LANDS OF WOODSTONE CIRCLE AS A TOWN HIGHWAY

WHEREAS, Paul DiCocco and K'Deen DiCocco, 772 Schoonmaker Road, Delanson, New York 12053 and Kenneth Meyer and Katie Meyer, 686 Schoonmaker Road, Delanson, New York 12053 (the "Developer") developed the Woodstone Circle Subdivision on Tax Parcel SBL 55-2-14.31 (the "Project") in the Town of Duanesburg; and

WHEREAS, as part of the Project, the Developer constructed a road known as Woodstone Circle; and

WHEREAS, the Developer desires to dedicate Woodstone Circle to the Town of Duanesburg; and

WHEREAS, on July 10, 2006, John M. McDonald Engineering P.C., in its capacity as Town designated Engineer, acknowledged in writing that it has made periodic inspections of the construction of Woodstone Circle, which inspections have been documented through written reports submitted to the Duanesburg Town Clerk, and further certified in writing that Woodstone Circle has been completed in general compliance with the Town of Duanesburg Street and Road Ordinance; and

WHEREAS, the Developer has submitted a Short Environmental Assessment Form, and the Town Board of the Town of Duanesburg, as lead agency, has made a determination of non-significance pursuant to the State Environmental Quality Review Law; and

WHEREAS, the Developer has submitted for review proposed forms of: a Road Dedication and Release; an Order Laying out the Public Road; a Town Board Consent; a Deed and related recorded documents; a survey certified to the Town of Duanesburg; and a commitment for title insurance naming the Town of Duanesburg as insured; and

WHEREAS, the Town of Duanesburg Highway Superintendent has inspected the road and has indicated his approval of the same; and

WHEREAS, the Developer has agreed to indemnify the Town of Duanesburg for the cost of completion of, and for all required repairs to Woodstone Circle made by the Town of Duanesburg on or before one (1) year from the date of the issuance of a certificate of occupancy for each buildable lot in the development, and has agreed to provide to the Town of Duanesburg an irrevocable letter of credit in the amount of \$35,000 to guaranty said indemnification obligations, all as set forth in an indemnification agreement of even date herewith; and

WHEREAS, the attorney for the Town of Duanesburg, has approved the form of the proposed documents; and


WHEREAS, the Town Board of the Town of Duanesburg believes it is in the best interests of the Town of Duanesburg to accept dedication of Woodstone Circle as a Town road; and

WHEREAS, the Developer has acknowledged responsibility to pay all fees and expenses incurred by the Town in connection with the road dedication, including but not limited to attorneys' fees, title insurance premiums, and County Clerk recording fees;

NOW, THEREFORE, it is resolved, that on this 9th day of November, 2006, that the Town Board of the Town of Duanesburg hereby gives consent to the Town Superintendent of Highways of the Town of Duanesburg to make an order laying out the lands described in the dedication and release dated the 9th day of November, 2006, for highway purposes, in accordance with the provisions of the Highway Law and other statutes applicable thereto; and

IT IS FURTHER RESOLVED, that the Town Supervisor of the Town of Duanesburg is hereby authorized to execute the Town Board consent, and any and all other documents necessary or required in connection with the acceptance of Woodstone Circle for dedication as a Town road.

Town Board of the Town of Duanesburg,
Schenectady County, New York

By: 
Town Clerk

**MOTION CARRIED 5 AYES, COUNCIL-MEMBERS WHITE, FRISBEE,
POTTER, CARLSON AND SUPERVISOR MERRIHEW.**



H2HASS2

OP ID: LP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray		CONTACT NAME: Cathy O'Keefe PHONE (A/C, No, Ext): 518-456-6688 FAX (A/C, No): 518-456-1605 E-MAIL ADDRESS: cathy@murraygrp.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED H2H Geoscience Engineering PLLC 179 River Street Troy, NY 12180		INSURER A: Great Divide Insurance INSURER B: Utica National Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		ECP2025264-12	01/23/2021	01/23/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			5074134	10/26/2020	10/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			FFX2025265-12	01/23/2021	01/23/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	5034414	05/15/2020	05/15/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			ECP2025264-12	01/23/2021	01/23/2022	Liability 1,000,000
A	Pollution Liab			ECP2025264-12	01/23/2021	01/23/2022	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subject to all policy terms, limitations, conditions and definitions
Town of Duanesburg is named as additional insured when required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Town of Duanesburg
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Duanesburg Town Board

RESOLUTION NO. 37 - 2021

January 28, 2021

WHEREAS, the Town of Duanesburg is required by the NYS Department of Environmental Conservation to monitor the closed Town landfill;

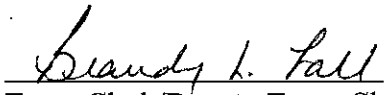
WHEREAS, H2H Geoscience Engineering PLLC has conducted the monitoring at the closed landfill on the Town's behalf and has submitted the test results and reports to the NYS Department of Environmental Conservation;

WHEREAS, H2H Geoscience Engineering PLLC has provided the attached contract and certificate of insurance in order to undertake the monitoring;

NOW THEREFORE BE IT RESOLVED, that the Town of Duanesburg Town Board approves the contract for the performance of professional services attached as Exhibit A and authorizes the Town Supervisor to sign the contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 28, 2021


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

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

Town Board Members:

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

AGREEMENT FOR THE PERFORMANCE OF PROFESSIONAL SERVICES

Effective Date of Agreement: *1/26/2021*

Consultant: **H2H Geoscience Engineering PLLC**

Client: **Town of Duanesburg**

Project: **Landfill Monitoring for 2021**

WHEREAS, **H2H Geoscience Engineering PLLC (H2H)** has been retained by the **town of Duanesburg**, hereinafter referred to as the "Client", to provide consulting services for the Project and,

WITNESSETH, that in consideration of the mutual covenants hereinafter set forth the Client and H2H herein before named, do hereby agree as follows:

SECTION 1 - BASIC SERVICES

1.1 H2H agrees to perform professional services described in Attachment 1, which is attached hereto and made a part hereof.

1.2 H2H will give consultation and advice to the Client during the performance of its services.

1.3 Additional Services of H2H:

- a. Additional Services of H2H are those resulting from changes in the Basic Services, extent or character of the Project or its design, including, but not limited to, changes in size, complexity, H2H's schedule, character of construction or method of financing; and the revision of previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond H2H's control.
- b. Additional Services as are mutually agreed upon between H2H and the Client shall be incorporated into this Agreement by written Amendment signed by both Parties. Any such Amendment shall identify the change or additional services and any modification in the Subconsultant's Payment for Services, Method of Payment or period of Service.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

2.1 Provide general direction to H2H as to the priority and scheduling of items of work to be performed by him or her.

2.2 Review all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by H2H and shall render in writing, decisions pertaining thereto within a mutually acceptable time frame so as not to delay H2H.

2.3 Designate in writing a person to act as the Client's representative with respect to the work to be performed under the Agreement; and such person shall have the authority to transmit instructions, receive

information, provide all criteria and full information as to H2H's requirements for the services to be provided and interpret and define the Client's policies and decision.

2.4 Give prompt written notice to H2H whenever the Client observes or otherwise becomes aware of any deviation in the Project requirements due to H2H's work.

2.5 Negotiate with H2H a Supplemental Agreement, in the event that additional services other than those set forth in **Attachment 1** are required of H2H which will set forth the scope of said additional services and the method of compensation.

SECTION 3 - COMPLETION TIME

3.1 H2H will commence work on the Project upon the effective date of this Agreement or upon written instructions from the Client setting forth a different starting date.

SECTION 4 - COMPENSATION AND BASIS FOR PAYMENT

4.1 The Client shall pay H2H for all Basic Services performed in accordance with the charges set forth in the attached Proposal.

4.2 Invoices for partial payment will be submitted monthly to the Client by H2H for work performed during said month. If an invoice remains outstanding for more than forty-five days, Consultant may provide written demand for payment to Client, demanding payment to be made within fifteen days. If payment is not made by Client within such fifteen days, Consultant may terminate this Agreement and sue for damages.

4.3 The compensation set forth in **Attachment 1** shall constitute complete payment for all work and services required to be performed, for all expenditures made and expenses incurred. Additional services will be billed at rates set forth in **Exhibit 1**.

4.4 If this Agreement is terminated during any phase of the work, H2H shall be paid for services performed up to the date of termination.

SECTION 5 - RESPONSIBILITIES OF H2H ASSOCIATES

5.1 H2H shall perform the Basic Services in a manner consistent with that level of care and skill ordinarily exercised by others under similar circumstances at the time the Basic Services are performed. For the purpose of this Agreement the aforementioned level of care and skill shall be referred to as "Standard of Professional Responsibility". H2H shall furnish skilled personnel and equipment to properly carry out this work to the standards required by the Client.

5.2 If the work to be performed by H2H is of a professional nature, the work shall be performed under the direct supervision of a licensed professional, registered in the State of New York, and said work shall be certified by him or her as required by law.

SECTION 6 - TERMINATION

6.1 The Client may terminate this Agreement if H2H has materially failed to comply with terms of this Agreement after fifteen days written notice of default. Compensation shall be made pursuant to Section 4 of the Agreement for work actually performed, completed and approved by H2H.

SECTION 7 - INSURANCE

7.1 H2H maintains Worker Compensation Insurance with respect to its employees with statutory required limits. H2H also maintains Automobile Liability insurance and General and Professional Liability insurance. Certificates of insurance evidencing such coverage will be provided to Client upon request (**Exhibit 2**). Client shall be responsible for all other forms of property, casualty and liability insurance coverage required for the project.

SECTION 8 - SUCCESSORS AND ASSIGNS

8.1 H2H and Client each is hereby bound and the partners, successors, executors, administrators and legal representatives of H2H and Client, and to the extent permitted pursuant to paragraph 8.2 the assigns of H2H and Client are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives and said assigns of such other party, in respect of all covenants, agreements and obligations of the Agreement.

8.2. Neither H2H nor Client shall assign, sublet or transfer any rights under or interest in this Agreement, including but without limitation, monies that may become due or monies that are due, without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of the limitation is restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than H2H and Client, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of H2H and Client and not for the benefit of any other party.

SECTION 9 - INDEMNIFICATION

9.1 H2H agrees to defend, indemnify, protect and save harmless the Client and its employees, agents and servants from and against all suits, claims, demands, or damages of whatsoever kind or nature, but only to the extent they are the result of H2H's negligent acts, errors or omissions or failure to perform any or all services pursuant to this Agreement, in a manner consistent with the Standard of Professional Responsibility as defined in Section 5.1 hereof. Such indemnification shall include, but is not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgements or otherwise (collectively "Losses"), provided that H2H has been notified of the claim or suit in question and has been afforded the opportunity to defend such portion as is covered by this indemnification.

SECTION 10 - OWNERSHIP AND PREPARATION DOCUMENTS

10.1 All documents prepared or furnished by H2H pursuant to this Agreement are instruments of service and the Client shall retain ownership and a property interest therein only upon payment for services. H2H may make and retain copies for information and reference. Such documents are not intended or represented to be suitable for reuse by the Client or others on any extension of this project or on any other project, other than the project which is the subject of this Agreement. Any reuse without written verification or adaptation by H2H will be at the Client's own sole risk and without liability or legal exposure to H2H, and the Client shall indemnify and hold harmless H2H from all claims, damages,

losses and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle H2H to further compensation at rates to be agreed upon by the Client and H2H.

SECTION 11 - RIGHT OF ENTRY

11.1 Consultant will seek permission, from the Client and any other person or entity, to enter from time to time upon the project site or any other real property which may be necessary to perform the services referred to in Section 1.

11.2 H2H shall be responsible for any violation or damages which result from H2H's failure to obtain proper right of entry.

11.3 H2H agrees to indemnify and hold harmless the Client and its employees, agents and servants, pursuant to Section 9 of this agreement, for failure to obtain proper right of entry.

SECTION 12 - SEVERABILITY

12.1 This Agreement embodies the entire agreement between the parties. If any provision herein is held invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions hereof.

SECTION 13 - CONTROLLING LAW


13.1 This Agreement is to be governed by the laws of the State of New York.

SECTION 14 - UNDERSTANDING

14.1 The Agreement represents the understanding between H2H and Client and supersedes all prior or oral understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the 26 day of JANUARY, 2021, to be effective as of the day and year first above written.

H2H Geoscience Engineering PLLC


Principal

Client Representative

Attachment 1 – Basic Services (proposal)
Exhibit 1 – Schedule of Fees
Exhibit 2 – Certificate of Insurance

ATTACHMENT 1 – BASIC SERVICES



*Geologic Consultants
Environmental Professionals
Construction Services*

179 River Street, Troy, New York 12180
Phone: (518) 270-1620 Fax: (518) 270-1672

January 25, 2021

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

via E-Mail: RTidball@nycap.rr.com

**RE: Landfill Monitoring & Inspection Proposal for 2021
Town of Duanesburg Landfill (Closed) - Depot Road**

Dear Roger:

H2H Geoscience Engineering PLLC (H2H) proposes to continue performing the quarterly landfill inspections and monitoring in 2021 in accordance with the previously agreed upon services, terms, and conditions. This includes quarterly sampling of the seep and groundwater and landfill inspections. For three of the quarters the seep samples are analyzed for ammonia and iron, and the groundwater samples for routine DEC Part 360 parameters. Once a year the seep and groundwater samples are analyzed for the more comprehensive DEC baseline parameters. We collect two leachate samples for analysis of DEC expanded parameters when we do the baseline analyses. Reporting is quarterly. We now also include an analytical summary table for the leachate that DEC had requested last year.

The cost estimate for 2021 is 18,500. This includes all laboratory analytical costs. If this proposal is acceptable, we will plan the 2021 services for a routine sampling event first quarter 2017. We rotate the once-per-year more comprehensive annual baseline sampling. If you agree with the terms and scope of this proposal, please send me an email to confirm.

H2H appreciates the opportunity and looks forward to continue working with you. If you have any questions regarding this proposal, or require additional information, feel free to contact me at 270-1620, extension 115.

Kindest Regards,

H2H Geoscience Engineering PLLC

John E. Gansfuss
Senior Project Manager

Copy: Dale Warner
Richard Hisert, Ph.D., Principal, H2H Associates, LLC

FEE SCHEDULE

H2H Geoscience Engineering, PLLC

Geologic Consultants
Environmental Professionals
Construction Services

179 River Street, Troy, NY 12180

(518) 270-1620/Fax (518) 270-1672

BILLING RATES

H2H GEOSCIENCE ENGINEERING, PLLC		
Billing Classification	Hourly USD	
	2021 Billing Rate	
Principal	\$	165.00
Senior Geologist	\$	135.00
Senior Engineer	\$	135.00
Senior Scientist	\$	120.00
Project Engineer	\$	90.00
Project Scientist/Geologist	\$	85.00
Engineering Technician	\$	85.00
Construction Inspector	\$	85.00
Surveyor/UAS Operator	\$	85.00
Survey Crew	\$	155.00
Marine Survey Capt.	\$	135.00
Administrative	\$	70.00
<u>Instrument & Software Rates</u>		
UAS - Drone	\$1,500/day	
Dynascan Mobile Laser Scanner	\$1,500/day	\$3500/wk
Total Station-Laser Scanning	\$250-\$800/day	\$600 to \$2,500/wk
Multibeam Survey Vessel	\$5,000/day	\$20,000/week
GemcomSURPAC	\$2,000/month	
Mileage	GSA rate	

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

H2HASS2

OP ID: LP

DATE (MM/DD/YYYY)
01/26/2021

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PRODUCER The Murray Group Insurance Services Inc. 1807 Western Ave. Albany, NY 12203-4631 James H. Murray		CONTACT NAME: Cathy O'Keefe PHONE (A/C, No, Ext): 518-456-6688 E-MAIL ADDRESS: cathy@murraygrp.com FAX (A/C, No): 518-456-1605		
INSURED H2H Geoscience Engineering PLLC 179 River Street Troy, NY 12180		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Great Divide Insurance		25224
		INSURER B: Utica National Insurance Group		10687
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ECP2025264-12	01/23/2021	01/23/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		5074134	10/26/2020	10/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	FFX2025265-12	01/23/2021	01/23/2022	EACH OCCURRENCE \$ 1,000,000
	DED \$	RETENTION \$				AGGREGATE \$ 1,000,000
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	5034414	05/15/2020	05/15/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		ECP2025264-12	01/23/2021	01/23/2022	Liability 1,000,000
A	Pollution Liab		ECP2025264-12	01/23/2021	01/23/2022	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Subject to all policy terms, limitations, conditions and definitions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Duanesburg
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Town of Duanesburg Town Board

RESOLUTION NO. 38- 2021

January 28, 2021

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

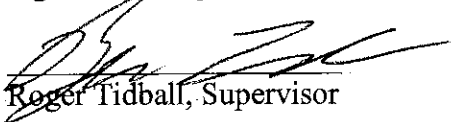
WHEREAS, the Delanson Wastewater Treatment Plant (the "Delanson WWTP") serves Duanesburg Sewer Districts Nos. 1 and 3;

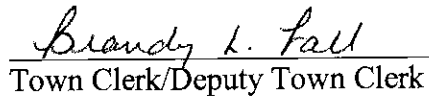
WHEREAS, the Town Board retained Delaware Engineering, D.P.C., ("Delaware") for professional services in connection with Long Term Improvements Project at the Delanson WWTP (the "Project"); and

WHEREAS, Delaware has submitted an invoice for Town Board review in the amount of **\$3,670.00** for professional services provided during December 2020 and January 2021 ("Professional Services Invoice No. 10").

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves Professional Services Invoice No. 10 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 Delaware in the amount of **\$3,670.00**.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 28, 2021.


Roger Tidball, Supervisor


Town Clerk/Deputy Town Clerk

Date

Date 1/29/2021

Present: Supervisor Tidball, Council Member Ganther, Council Member Wenzel

Absent: Council Member Potter, Council member Senecal

Town Board Members:

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



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 22, 2021

Town of Duanesburg
Attn.: Roger Tidball, Town Supervisor
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

Re: Delanson WWTP (SD#1 & SD#3)
Long Term Improvements Project - Professional Services Invoice #10

Dear Roger:

Attached for Town review, processing and payment is our invoice totaling \$3,670.00 for services related to the above referenced project.

Services provided during December 2020 included:

- Continued communications with Town and regulatory agencies
- Receive comments from regulatory personnel, finalize plans and specifications
- Forward Bid Notice to Town Clerk to advertise for bids in local paper
- Prepare NYSEFC project compliance documentation

Services anticipated to be provided during January 2021 include:

- Continued communications with Town and regulatory agencies
- Prepare for and attend pre-bid meeting with Town and contractors to review project
- Travel to Duanesburg to attend site walk-throughs with Town and contractors
- Respond to contractor questions and comments
- Prepare and publish addendums to contract documents
- Receive NYSEFC plan approval
- Attend bid opening on January 22. Review bids and prepare award recommendation for Town Board consideration

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

Respectfully,
DELAWARE ENGINEERING, D.P.C.

Bill Brown, P.E. for
Dave Ohman, P.E.

Attachment

CC: Cheryl DeCarr, Delaware Engineering, D.P.C. (w/enclosures)
01-2021 Duanesburg (T) Delanson WWTP Long Term Improvements CL 10



Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203
(518) 452-1290

Town of Duanesburg
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

Invoice number 19-1712-10
Date 01/18/2021

Project 19-1712 Town of Duanesburg - Delanson
WWTP Long Term Improvements

For Services Rendered Through January 03, 2021

1 Design

	Units	Rate	Billed Amount
Ablen Amrod	1.50	200.00	300.00
Edward Dombrowski	4.00	105.00	420.00
Eric Michelitsch	8.00	105.00	840.00
Joseph Grant	4.00	35.00	140.00
Michael Primmer	0.75	160.00	120.00
William J. Brown	4.00	150.00	600.00
subtotal	22.25		2,420.00
Phase subtotal			2,420.00

1B Design (SUB-Ryan Biggs Clark Davis Eng) CONSULTANT

	Units	Rate	Billed Amount
Ryan-Biggs Associates, PC			1,250.00
Invoice total			3,670.00

Approved by:

William J. Brown

Please remit payment to:
Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8078/FAX 607-482-0482

Town of Duanesburg
Town Hall
5853 Western Turnpike
Duanesburg, NY 12056

PROJECT ID 19-1712

PROJECT: Delanson WWTP Long Term Improvements
INVOICE/REQUISITION No.: 10

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
1. Task 1 - Design				
Labor	\$ 2,420.00	\$ 52,112.50	\$ 54,532.50	\$ 55,300.00
Reimbursable Expenses	\$ -	\$ 767.19	\$ 767.19	
Subcontractors (Atlantic Testing Laboratories)	\$ -	\$ 8,700.00	\$ 8,700.00	\$ 8,700.00
Subcontractors (Ryan Biggs Clark Davis Eng & Surveying)	\$ 1,250.00	\$ 23,750.00	\$ 25,000.00	\$ 25,000.00
Subcontractors (Whitman Engineering)	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00
SUBTOTAL-TASK 1	\$ 3,670.00	\$ 95,329.69	\$ 98,999.69	\$ 100,000.00
2. Task 2 - Bid/Award				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 2	\$ -	\$ -	\$ -	\$ 7,500.00
3. Task 3 - Construction Management/Admin				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 3	\$ -	\$ -	\$ -	\$ 50,000.00
4. Task 4 - Construction Inspection				
Labor	\$ -	\$ -	\$ -	
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 4	\$ -	\$ -	\$ -	\$ 74,000.00
5. Task 5 - As Built Drawing Preparation				
Labor	\$ -	\$ -	\$ -	\$ 500.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Synergetic Solutions, LLC)	\$ -	\$ -	\$ -	\$ 3,000.00
SUBTOTAL-TASK 5	\$ -	\$ -	\$ -	\$ 3,500.00

DELAWARE ENGINEERING, D.P.C.

55 South Main Street, Oneonta, New York 13820 Phone 607-482-8078/FAX 607-482-0482

	CURRENT COST	PREVIOUS COST	COST TO DATE	BUDGET
6. Task 6 - NYSEFC Contract Coordination				
Labor	\$ -	\$ 4,566.25	\$ 4,566.25	\$ 5,000.00
Reimbursable Expenses	\$ -	\$ -	\$ -	
Subcontractors (Deroo Consulting)	\$ -	\$ -	\$ -	\$ 10,000.00
SUBTOTAL-TASK 6	\$ -	\$ 4,566.25	\$ 4,566.25	\$ 15,000.00
7. Task 7 - Preliminary Engineering				
Labor	\$ -	\$ 70,894.70	\$ 70,894.70	\$ -
Reimbursable Expenses	\$ -	\$ -	\$ -	
SUBTOTAL-TASK 7	\$ -	\$ 70,894.70	\$ 70,894.70	\$ 70,894.70
TOTAL	<u>\$ 3,670.00</u>	<u>\$170,790.64</u>	<u>\$ 174,460.64</u>	<u>\$ 320,894.70</u>
AMOUNT DUE FOR CURRENT SERVICES	<u>\$ 3,670.00</u>			
AMOUNT PAST DUE	<u>\$ -</u>			
TOTAL NOW DUE	<u>\$ 3,670.00</u>			
BUDGET BALANCE		\$146,434.06		

THIS STATEMENT REFLECTS PAYMENTS RECEIVED ON OR BEFORE BILLING DATE

RECEIVED DEC 24 2020



**RYAN BIGGS
CLARK DAVIS**
ENGINEERING & SURVEYING

INVOICE

Cheryl Decarr
Delaware Engineering, PC
55 South Main Street
Oneonta, NY 13820

December 19, 2020
Re: No: 12280
Invoice No: 48004

#19-1712 #1

Re: 12280 Delanson Wastewater Treatment Plant Improvements

Professional Services through December 4, 2020

Fee

Total Fee	25,000.00		
Percent Complete	100.00	Total Earned	25,000.00
		Previous Fee Billing	23,750.00
		Current Fee Billing	1,250.00
		Total Fee	1,250.00
		Total this Invoice	\$1,250.00

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C.
www.ryanbiggs.com
contracts@ryanbiggs.com
518-406-5506 x100

Please remit payment to:
Ryan Biggs | Clark Davis
257 Ushers Road
Clifton Park, NY 12065

Town of Duanesburg Town Board

**RESOLUTION AWARDING BIDS FOR GENERAL CONSTRUCTION AND
ELECTRICAL CONTRACTS FOR THE LONG-TERM IMPROVEMENTS TO
THE DELANSON WASTEWATER TREATMENT PLANT**

RESOLUTION NO. 39-2021

January 28, 2021

WHEREAS, the Delanson WWTP serves Duanesburg/Delanson Sewer District No. 1 and Duanesburg Sewer District No. 3; and

WHEREAS, the Town of Duanesburg (the "Town") retained Delaware Engineering, D.P.C. ("DE"), through a professional engineering services agreement (the "Agreement"), for services relating to the long-term improvements to the Delanson WWTP ("Delanson WWTP Long-Term Improvements") including, but not limited to, planning and/or design of the improvements, bidding/award, construction management and inspection, and grant administration assistance; and

WHEREAS, the final plans and specifications of the long-term improvements has been approved by the New York State Environmental Facilities Corporation as set forth in the attached letter dated January 26, 2021 to allow for the use of State funding for the long-term improvements; and

WHEREAS, the bidding on the general construction of Delanson WWTP Long-Term Improvements ("Contract No. TD1-G-20 General") was undertaken as required by law and the lowest bidder was MCJ Construction, LLC with a base bid contract price of **\$999,000 and** the bid alternative pricing of \$800 per cubic year of rock removal from 0-100 cubic yards and \$500 per cubic yard from 101-500 cubic yards as the basis of payment for additional work; and

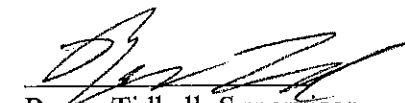
WHEREAS, the bidding on the electrical work associated with the Delanson WWTP Long-Term Improvements ("Contract No. TD1-E-20 Electrical") was undertaken as required by law and the lowest bidder was Brunswick Electric with a base bid contract price of **\$286,689**; and

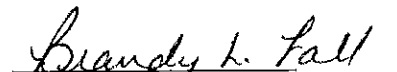
WHEREAS, Delaware Engineering has recommended to the Town Board in correspondence dated January 25, 2021 after a careful review of the bid specifications and the bidder's response to accept the bids by MCJ Construction, LLC and Brunswick Electric.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby

- a. Awards the work of Delanson WWTP Long-Term Improvements Contract No. TD1-G-20 General to MCJ Construction, LLC of Mayfield New York, the low bidder, for the base bid price of **\$999,000** and the bid alternative pricing of \$800 per cubic yard of rock removal from 0-100 cubic yards and \$500 per cubic yard from 101-500 cubic yards as the basis of payment for additional work;
- b. Awards the work of Delanson WWTP Long Term Improvements Contract No. TD1-E-20 Electrical to Brunswick Electric of Troy, New York, the low bidder, for the base bid price of **\$286,689**;
- c. Authorizes the Town Supervisor to execute the necessary paperwork for contract initiation and the completion of the work including, but not limited to, the Notice of Award, Notice to Proceed, Change Orders, Agreement, Certificate of Substantial Completion, checks for contractor payments.
authorizes the Town Supervisor to sign the Notice to Proceed and the contract with

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 28, 2021


Roger Tidball, Supervisor
Clerk


Town Clerk/Deputy Town

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

Town Board Members:

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

NOTICE OF AWARD

Dated: January 28, 2021

TO: MCJ Construction L.L.C.
(BIDDER)

ADDRESS: 77 Bunker Hill Road, Mayfield, NY 12117

PROJECT: Delanson WWTP Long Term Improvements

OWNER'S CONTRACT NO.: TD1-G-20 – General

CONTRACT FOR: Delanson WWTP Long Term Improvements

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated **January 22, 2021** for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Delanson WWTP Long Term Improvements

(Indicate total Work, alternates or sections or Work awarded)

All Base Bid Work awarded

The Contract Price of your contract is Nine Hundred Ninety-Nine Thousand Dollars (\$999,000.00)

3 copies of the Contract Documents (specs and drawings) accompany this Notice of Award for your use during the work. Maintain one set as project record copy for transmittal to ENGINEER at completion of work for development of as-builts.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by February 12, 2021

1. You must deliver to the ENGINEER acceptable Certificate of Insurance, Performance and Payment Bonds. If acceptable, ENGINEER will integrate these items, and the Notice to Proceed, into the Specifications book to form the execution copy of the contract and forward three copies of the contract for your execution
2. Following receipt of the execution copies of the contract, you must execute the Agreement section of the contract and return the copies marked "OWNER" and "ENGINEER" to the ENGINEER, and maintain the copy marked "CONTRACTOR" for your files.
3. List other conditions:
 - Provide Project Schedule

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(OWNER) TOWN OF DUANESBURG

By: _____
(AUTHORIZED SIGNATURE)

(TITLE) _____

ACCEPTANCE OF AWARD

(CONTRACTOR) MCJ Construction L.L.C.

By: _____
(AUTHORIZED SIGNATURE)

(TITLE) _____

(DATE) _____

NOTICE OF AWARD

Dated: January 28, 2021

TO: Brunswick Electric Inc.
(BIDDER)

ADDRESS: 290 Hoosick St. Troy, NY 12180

PROJECT: Delanson WWTP Long Term Improvements

OWNER'S CONTRACT NO.: TD1-E-20 – Electrical

CONTRACT FOR: Delanson WWTP Long Term Improvements

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated **January 22, 2021** for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Delanson WWTP Long Term Improvements
(Indicate total Work, alternates or sections or Work awarded)

All Base Bid Work awarded

The Contract Price of your contract is Two Hundred Eighty-Six Thousand Six Hundred Nine Dollars
(\$286,689.00)

3 copies of the Contract Documents (specs and drawings) accompany this Notice of Award for your use during the work. Maintain one set as project record copy for transmittal to ENGINEER at completion of work for development of as-builts.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award that is by February 12, 2021

1. You must deliver to the ENGINEER acceptable Certificate of Insurance, Performance and Payment Bonds. If acceptable, ENGINEER will integrate these items, and the Notice to Proceed, into the Specifications book to form the execution copy of the contract and forward three copies of the contract for your execution
2. Following receipt of the execution copies of the contract, you must execute the Agreement section of the contract and return the copies marked "OWNER" and "ENGINEER" to the ENGINEER, and maintain the copy marked "CONTRACTOR" for your files.
3. List other conditions:
 - Provide Project Schedule

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(OWNER) TOWN OF DUANESBURG

By: _____
(AUTHORIZED SIGNATURE)

(TITLE) _____

ACCEPTANCE OF AWARD

(CONTRACTOR) Brunswick Electric Inc.

By: _____
(AUTHORIZED SIGNATURE)

(TITLE) _____

(DATE) _____

Cost Summary

Duanesburg T, C4-5469-06-00

Request No. 7

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
< To Be Determined >		\$1,321,509.00	\$0.00	\$0.00	\$0.00	\$0.00	
Construction	Delanson WWTP Long-Term Upgrades	\$1,321,509.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
Delaware Engineering, D.P.C.	02/28/2019	\$320,894.70	\$320,894.70	\$170,790.64	\$170,790.64	\$150,104.06	
Engineering	Design	\$100,000.00	\$100,000.00	\$95,329.69	\$95,329.69	\$4,670.31	
	As Built Drawing Preparation	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	
	Bid / Award	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	
	Construction Inspection	\$74,000.00	\$74,000.00	\$0.00	\$0.00	\$74,000.00	(conditioned)
	Construction Management / Administration	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	(conditioned)
	NYSEFC Contract Coordination	\$15,000.00	\$15,000.00	\$4,566.25	\$4,566.25	\$10,433.75	
	Preliminary Engineering	\$70,894.70	\$70,894.70	\$70,894.70	\$70,894.70	\$0.00	
Maxxotta & Vaglanelis, PC	06/05/2019	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Bond Counsel	Bond Counsel	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
Whiteman, Osterman & Hanna, LLP	06/05/2019	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Local Counsel	Local Counsel	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Miscellaneous		\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	
Other	Miscellaneous	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	

Cost Summary

Duanesburg T, C4-5469-06-00

Request No. 7

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency	04/09/2019	\$75,774.30	\$0.00	\$0.00	\$0.00	\$0.00	
Contingency	Estimate	\$75,774.30	\$0.00	\$0.00	\$0.00	\$0.00	(not releaseable)
New contracts (include copy of contract with request):							
PROJECT TOTALS FOR C4-5469-06-00:		\$1,773,178.00	\$375,894.70	\$180,790.64	\$180,790.64		

LESS OFFSETS:

TOTAL NET REQUESTED FOR THIS DISBURSEMENT:

Summary of SRF Funding for C4-5469-06-00 (all financings)	
Total Amount Financed by SRF:	\$ 1,336,383.00
Total Grant:	436,795.00
Total Project Costs Disbursed to Date:	180,790.64
PLUS: Cost of Issuance Disbursed:	0.00
Total SRF Funds Disbursed To Date:	\$ 180,790.64

Summary of SRF Funding for C4-5469-06-00 (current financing only)	
SRF Financing Amount:	\$ 1,336,383.00
Grant Amount:	436,795.00
Disbursed To Date:	180,790.64
Available Balance:	\$ 1,592,387.36



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 25, 2021

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

Re: Town of Duanesburg NY
Contract No. TD1-G-20 General
Delanson WWTP Long Term Improvements

Sub: Bid Review and Recommendation

Dear Supervisor Tidball:

Based upon our review of the bids submitted and opened on Friday January 22, 2021, we recommend that the Town award Contract No. TD1-G-20 General to MCJ Construction LLC of Mayfield, NY for the base bid contract price of \$999,000. Nine bids were received, ranging from \$999,000 to \$1,348,000.

Our recommendation to award contract TD1-G-20 General to the low bidder, MCJ Construction of Mayfield, NY, is based on the following:

- We discussed the project and the bid with the low bidder, MCJ Construction and believe that they can successfully complete the work as bid within the required time
- No bid informalities were noted in MCJ Construction's bid and no informalities occurred in other bids which would allow them to be low bidder
- MCJ has completed projected of similar scope and cost. Delaware Engineering is working with MCJ on a pump station reconstruction in Glens Falls. We also checked references for past completed projects were provided favorable responses.

Should the Town agree with our recommendations, then we recommend that the Town Board resolve to:

- **Award the work of Delanson WWTP Long Term Improvements, Contract No. TD1-G-20 General to MCJ Construction LLC of Mayfield, NY, the low bidder, for the base bid price of \$999,000 and the bid alternate pricing of \$800 per cubic yard of rock removal from 0-100 cubic yards and \$500 per cubic yard from 101-500 cubic yards as the basis of payment for additional work.**
- **Authorize the Town to execute the necessary paperwork for contract initiation and completion of the work (e.g., Notice of Award, Notice to Proceed, Change Orders, Agreement, Certificate of Substantial Completion, checks for contractor payments, etc.),**

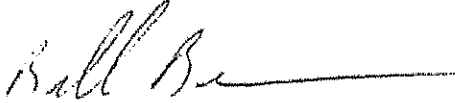
If the Town agrees with these recommendations, we will prepare three copies of the Contract Documents for subsequent execution by the respective contractor, and the Town.

Attached for Town review is the bid tabulation sheet with a unit price summary/comparison.

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

Respectfully,

DELAWARE ENGINEERING, D.P.C.

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

Bill Brown, P.E.

CC: Jennifer Howe, Town Clerk (w/enclosures)
(4) Town Board members (letter only)
TD1-G-20 Project File (w/enclosures)

BID TABULATION
 (Unit breakdown)
TOWN OF DUANESEBURG, NY
Deaneville WWTP Long Term Improvements
 Contract No. TD1-G-20

OWNER: Town of Duaneburg, NY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</	
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DELAWARE ENGINEERING, D.P.C.

55 South Main Street Tel: 607.432.8073
Oneonta, NY 13820 Fax: 607.432.0432

**Town of Duanesburg
Delanson WWTP Long Term Improvements**

Contract No. TD-E-16 – Electrical Construction

**Bid Results Summary
January 22, 2021**

Contractor (Alphabetical)	Base Bid Amount
1. <u>A.Treffeisen & Sons LLC</u>	<u>\$369,400.00</u>
2. <u>Brunswick Electric, Inc.</u>	<u>\$286,689.00</u>
3. <u>DLC Electric, LLC</u>	<u>\$449,300.00</u>
4. <u>Flex Electric, LLC</u>	<u>\$394,750.00</u>
5. <u>Kasselman Electric Co, Inc.</u>	<u>\$441,000.00</u>
6. <u>O'Connell Electric Company, Inc.</u>	<u>\$329,576.00</u>
7. <u>Schenectady Hardware and Electric, Inc..</u>	<u>\$367,654.00</u>
8. <u>Stilsing Electric, Inc.</u>	<u>\$310,689.00</u>

Other New York Offices:

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



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

January 25, 2021

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

Re: Town of Duanesburg NY
Contract No. TD1-G-20 General
Delanson WWTP Long Term Improvements

Sub: Bid Review and Recommendation

Dear Supervisor Tidball:

Based upon our review of the bids submitted and opened on Friday January 22, 2021, we recommend that the Town award Contract No. TD1-G-20 General to MCJ Construction LLC of Mayfield, NY for the base bid contract price of \$999,000. Nine bids were received, ranging from \$999,000 to \$1,348,000.

Our recommendation to award contract TD1-G-20 General to the low bidder, MCJ Construction of Mayfield, NY, is based on the following:

- We discussed the project and the bid with the low bidder, MCJ Construction and believe that they can successfully complete the work as bid within the required time
- No bid informalities were noted in MCJ Construction's bid and no informalities occurred in other bids which would allow them to be low bidder
- MCJ has completed projected of similar scope and cost. Delaware Engineering is working with MCJ on a pump station reconstruction in Glens Falls. We also checked references for past completed projects were provided favorable responses.

Should the Town agree with our recommendations, then we recommend that the Town Board resolve to:

- **Award the work of Delanson WWTP Long Term Improvements, Contract No. TD1-G-20 General to MCJ Construction LLC of Mayfield, NY, the low bidder, for the base bid price of \$999,000 and the bid alternate pricing of \$800 per cubic yard of rock removal from 0-100 cubic yards and \$500 per cubic yard from 101-500 cubic yards as the basis of payment for additional work.**
- **Authorize the Town to execute the necessary paperwork for contract initiation and completion of the work (e.g., Notice of Award, Notice to Proceed, Change Orders, Agreement, Certificate of Substantial Completion, checks for contractor payments, etc.),**

If the Town agrees with these recommendations, we will prepare three copies of the Contract Documents for subsequent execution by the respective contractor, and the Town.

Attached for Town review is the bid tabulation sheet with a unit price summary/comparison.

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

Respectfully,

DELAWARE ENGINEERING, D.P.C.

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

Bill Brown, P.E.

CC: Jennifer Howe, Town Clerk (w/enclosures)
(4) Town Board members (letter only)
TD1-G-20 Project File (w/enclosures)

Delaware Engineering, D.P.C.

TOWN OF DUANESBURG, NY
Delanson WWTP Long Term Improvements
Contract No. TD1-G-20

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DELAWARE ENGINEERING, D.P.C.

55 South Main Street Tel: 607.432.8073
Oneonta, NY 13820 Fax: 607.432.0432

Town of Duanesburg Delanson WWT/P Long Term Improvements

Contract No. TD-G-20 – General Construction

Bid Results Summary January 22, 2021

<u>Contractor (Alphabetical)</u>	<u>Base Bid Amount</u>	<u>Bid Alternate Amount</u>
1. <u>AMZ Construction Services, Inc.</u>	<u>\$ 1,219,900.00</u>	<u>\$400/ yd (0-100 yds) \$400/ yd (101-500 yds)</u>
2. <u>Carver Construction Inc.</u>	<u>\$1,297,150.00</u>	<u>\$275/ yd (0-100 yds) \$275/ yd (101-500 yds)</u>
3. <u>CFL Construction</u>	<u>\$1,174,900.00</u>	<u>\$400/ yd (0-100 yds) \$350/ yd (101-500 yds)</u>
4. <u>Eastman Associates, Inc.</u>	<u>\$1,196,750.00</u>	<u>\$275/ yd (0-100 yds) \$260/ yd (101-500 yds)</u>
5. <u>Gallo Construction Corp</u>	<u>\$1,138,301.00</u>	<u>\$330/ yd (0-100 yds) \$275/ yd (101-500 yds)</u>
6. <u>J Squared Construction Corp.</u>	<u>\$1,080,000.00</u>	<u>\$800/ yd (0-100 yds) \$800/ yd (101-500 yds)</u>
7. <u>MCJ Construction LLC</u>	<u>\$ 999,000.00</u>	<u>\$800/ yd (0-100 yds) \$500/ yd (101-500 yds)</u>
8. <u>Rozell East Inc.</u>	<u>\$1,297,000.00</u>	<u>\$300/ yd (0-100 yds) \$300/ yd (101-500 yds)</u>
9. <u>VMJR Companies</u>	<u>\$1,348,000.00</u>	<u>\$320/ yd (0-100 yds) \$300/ yd (101-500 yds)</u>



Environmental Facilities Corporation

ANDREW M. CUOMO
Governor

JOSEPH J. RABITO
President and CEO

Sent Via Email Only

January 26, 2021

The Honorable Roger Tidball
Town Supervisor, Town of Duanesburg
5853 Western Turnpike
Duanesburg, NY 12056

Re: Clean Water State Revolving Fund (CWSRF) Project No. C4-5469-06-00
Delanson WWTP Long-Term Improvements
Town of Duanesburg
Schenectady County
SPDES No. NY0261271
Plan, Specification & Addenda Technical Approval

Dear Supervisor Tidball:

The New York State Environmental Facilities Corporation (EFC) has reviewed your submission(s) for the referenced water pollution control project. Enclosed, please find the EFC stamped cover page(s) for the following documents:

Project Title: Delanson WWTP Long Term Improvements
Date of Documents: January 29, 2020

Contract No. TD1-G-20 – General Construction
Contract No. TD1-E-20 – Electrical Construction

Addendum No. 1, dated January 5, 2021 to Contract No. TD1-G-20 and TD1-E-20
Addendum No. 2, dated January 15, 2021 to Contract No. TD1-G-20 and TD1-E-20
Addendum No. 3, dated January 20, 2021 to Contract No. TD1-G-20 and TD1-E-20

The reviewed submission is hereby approved and made eligible for Clean Water State Revolving Fund (CWSRF) financial assistance by the EFC. The submission meets CWSRF program requirements and applicable State rules, regulations, and standards concerning the design of wastewater treatment facilities and water pollution control projects. EFC has been delegated authority by the New York State Department of Environmental Conservation (NYSDEC) to approve engineering reports, plans and specifications, addenda, and associated change orders for projects that are eligible for CWSRF financial assistance.

Please be advised that this determination is subject to the following conditions:

1. **THAT** this letter be kept on file by the Owner.
2. **THAT** the approved set of plans and specifications, along with all approved addenda, be available at the project site at all times.
3. **THAT** the construction of the facilities shall be under the direction of a person or firm licensed to practice professional engineering in the State of New York under the

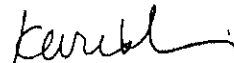
- Education Law of the State of New York, who shall be responsible to inspect work necessary for the construction of the project and determine whether such work has been performed in accordance with the accepted plans and specifications.
- 4. **THAT** the facilities should be fully constructed and completed in compliance with the engineering report and the accepted plans and specifications and accepted amendments thereto.
- 5. **THAT** the Owner ensures Contractors require Subcontractors to comply with applicable CWSRF contractual obligations.
- 6. **THAT** within thirty (30) days of the date Substantial Completion/Initiation of Operation has occurred, the Owner shall submit an electronic copy of a letter documenting the actual date of such Substantial Completion/Initiation of Operation.
- 7. **THAT** within thirty (30) days following completion of construction of the project, the Owner shall submit an electronic copy of a Certification provided by its Consulting Engineer stating that construction is in accordance with the accepted plans and specifications and accepted amendments thereto.
- 8. **THAT** the facilities shall be operated in compliance with applicable State Pollutant Discharge Elimination System (SPDES) Permit requirements.

Although EFC has determined the submission eligible, disbursements on these contracts will not be released until the following items are received and accepted by EFC:

1. Advertisement for Bid & Proof of Publication
2. Bid Tabulation (contract ID, date, list of bidders and amount of bids)
3. Notice of Award
4. Acceptable Utilization Plan or Waiver
5. Conformed Specifications including:
 - a. Executed (signed & dated) Contract
 - b. Signed Certification for Contracts, Grants, Loans, and Cooperative Agreements, 40 CFR 34 (Lobbying Certification)
 - c. Federal Prevailing Wage Rates meeting 10 and 90-day rules
 - d. AIS Contractor Certification (signed and dated)
6. Notice to Proceed (with commencement date)
7. Complete EFC Bid Packet Training

If you have any questions please call Ms. Rachel Kenyon, Project Engineer, at (518) 402-7396.

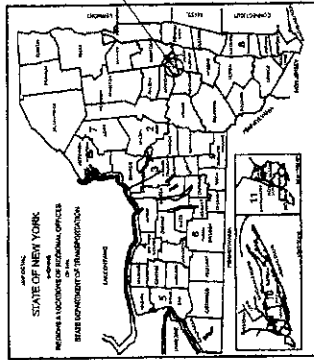
Sincerely,



Karen Rusin, P.E.
Program Manager
Technical Support & Central Project Section

Enclosure(s)

cc: NYSDEC Region 4 - Mr. Derek Thorsland, P.E. (email)
Delaware Engineering, D.P.C. – Mr. William Brown, P.E. (email)
N. Adams (email)
C. Glassbrenner (email)
M. Howard (email)
E. Oiff, DOW (email)
C. Lamb-Lafay, DOW (email)



CONTRACT DRAWINGS TOWN OF DUANESBURG, NY DELANSON WWTP LONG TERM IMPROVEMENTS

CONTRACT Nos. TD1-G-20 GENERAL & TD1-E-20 ELECTRICAL
CWSRF #C4-5469-06-00

SUPERVISOR - ROGER TIDBALL

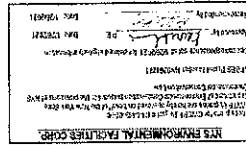
TOWN BOARD

JOHN D. GANTHER JR
FRANCIS R. POTTER
WILLIAM WENZEL
JEFFREY SENECA

TOWN CLERK - JENNIFER HOWE

WWTP HEAD OPERATOR - ANDREW DENNIS

DECEMBER 29, 2020



LOCATION OF WORK



LOCATION MAP

INDEX TO DRAWINGS	
COVER	
G-1	PROPOSED PROCESS SCHEMATIC
G-2	SITE PLAN
G-3	PROPOSED PLAN
G-4	EQ TANK AND BUILDING PLAN
G-5	EQ TANK AND BUILDING SECTION
G-6	EQ TANK AND BUILDING SECTION CONT.
G-7	FILTER BUILDING PLAN
G-8	FILTER BUILDING SECTION
G-9	DETAILS 01
G-10	DETAILS 02
G-11	DETAILS 03
G-12	DETAILS 04
G-13	EQ TANK ELEVATION VIEWS
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S-199	GENERAL NOTES CONT.
S-200	GENERAL NOTES CONT.



DELAWARE ENGINEERING, D.P.C.
CIVIL AND ENVIRONMENTAL ENGINEERING
55 SOUTH MAIN STREET, ONEONTA, NY 13820 - 607.432.8073
28 MADISON AVENUE EXTENSION, ALBANY, NY 12203 - 518.452.1280
6 TOWNSEND STREET, WALTON, NY 13656 - 607.865.9235
31 N. MAIN STREET, LIBERTY, NY 12754 - 845.747.8852
18 EAST MARKET STREET, RED HOOK, NY - 518.452.1280
548 BROADWAY, MONTICELLO, NY - 845.791.7777
223 MAIN STREET, GOSHEN, NY - 845.515.9232

PROJECT SPECIFICATIONS

TOWN OF DUANESBURG, NY

DELANSON WWTP LONG TERM IMPROVEMENTS

Contract Numbers:

TD1-G-20 – General

TD1-E-20 – Electrical

December 29, 2020

**SUPERVISOR
Board**

**John Ganther
Bill Wenzel**

Prepared by:

**DELAWARE ENGINEERING, D.
55 South Main Street
Oneonta, New York 13820
Phone: (607) 432-8073**

NYS ENVIRONMENTAL FACILITIES CORP.

These specifications for CWSRF Project # C4-5469-06-00
Delanson WWTP Long-Term Improvements Project are hereby approved on behalf
of the New York State Department of Environmental Conservation pursuant to the
provisions of NYS Environmental Conservation Law.

SPDES Permit Number NY0261271

See correspondence dated 1/26/2021, for detailed eligibility information.

Approved by: *Kerub* P.E.

Date: 1/26/2021

Recommended by: *ELL to*

Date: 1/26/2021



Set



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

Town of Duanesburg, NY
Long Term Improvements
CWSRF Project #C4-5469-06-00
CONTRACT Nos. TD1-G-20 & TD1-E-20

Addendum No. 1 January 5, 2021

To all holders of the Contract Documents, please note the following change:

Addendum

Replace original Long Term Improvements
(6 sheets last revised 7/21/2020) with attached
Sections 16020, 16060, 16070, 16073, 161
16423, 16442, 16491, 16510, 16520, 1657

The Bid Due Date (for both Contracts) re

If you have any questions please contact Bill

NYS ENVIRONMENTAL FACILITIES CORP.

This Addendum #1 for CWSRF Project # C4-5469-06-00
Delanson WWTP Long-Term Improvements Project are hereby approved on behalf
of the New York State Department of Environmental Conservation pursuant to the
provisions of NYS Environmental Conservation Law.

SPDES Permit Number NY0261271

See correspondence dated 1/26/2021, for detailed eligibility information.

Approved by: Kevin P.E.

Date: 1/26/2021

Recommended by: RLR

Date: 1/26/2021

Respectfully Submitted,

DELAWARE ENGINEERING, P.C.

Bill Brown, P.E.



cc: Project file

P:\Duanesburg (T)\SD1\Long Term Improvements\Addendum 01.doc

Other New York Offices:

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



DELAWARE ENGINEERING, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

Town of Duanesburg, NY
Long Term Improvements
CWSRF Project #C4-5469-06-00
CONTRACT Nos. TD1-G-20 & TD1-E-20

Addendum No. 2 January 15, 2021

To all holders of the Contract Documents, please note the following change:

Addendum

Architectural Clarification:

- Gable ends of building to have ½" x 4" weight ball bearing hinge 4-1/2" heavy duty surface door closer with combination entry, level crash-bar on one door pane weatherstripping around threshold.
- Truss roof to have 2' overhang on all sides
- Davit crane to have painted finish
- Interior wall finish to be 2" rigid insulation, ½" cdx plywood, and standard FRP board with trim.

NYS ENVIRONMENTAL FACILITIES CORP.

This Addendum #2 for CWSRF Project # C4-5469-06-00 Delanson WWTP Long-Term Improvements Project are hereby approved on behalf of the New York State Department of Environmental Conservation pursuant to the provisions of NYS Environmental Conservation Law.

SPDES Permit Number NY0261271

See correspondence dated 1/26/2021, for detailed eligibility information.

Approved by: Kearl P.E. Date: 1/26/2021

Recommended by: RLL Date: 1/26/2021

Electrical Contractor responsible for furnish and supply of level and other sensors, floats, etc. as part of the SCADA system. Supply of sensors to be removed from general contractor scope of work, EC and GC to coordinate for location, attachment, penetrations etc.

Electrical Contractor to furnish and install a dissolved oxygen probe in the new EQ tank, model Hach LDO Probe model 2. Connect to new I/O switch on face of new EQ tank to allow for monitoring in new SCADA system.

General contractor to supply and install up to two (2) cubic yards of grout in influent channel of EQ building to provide sloping from influent pipe to screens.

Rock Removal:

General Contractor to include rock removal required for tank/building excavation in their bid. See included geotechnical borings. General contractor to provide a bid alternate price for additional rock removal which may be required for various site utility installation. Excavation/backfill for site utilities to be included in work item 5.01. Any required rock removal to be paid based on unit rate at bid alternate rate.

Other New York Offices:

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



Delaware Engineering, D.P.C.

55 South Main Street
Oneonta, NY 13820

Tel: 607.432.8073
Fax: 607.432.0432

Town of Duanesburg, NY
Long Term Improvements
CWSRF Project #C4-5469-06-00
CONTRACT Nos. TD1-G-20 & TD1-E-20

Addendum No. 3 January 20, 2021

To all holders of the Contract Documents, please note the following clarifications:

Addendum

SCADA/Controls Clarifications applicable to TD1-E-20 Electrical Contract

- 1) Correction – Spec
- 2) Clarification – The have a flashing st continuously disp
- 3) Clarification - The
- 4) Clarification – The
- 5) Addition – The SC transmit data to th the EQ RIO-2 to r
 - a. The two ra
 - b. Each radio
 - c. The radio at the Cole Rd PS shall have one (1) digital extension module RAD-DI8-IFS.
 - d. The radio at the EQ RIO-2 shall have one (1) digital extension module RAD-DO8-IFS.
 - e. Each radio shall include an adapter cable - RAD-PIG-RSMA/N-0.5 – 2903263.
 - f. Each radio shall include an surge protection device / Bulkhead - CN-UB-70DC-6-BB – 2803166.
 - g. Each radio shall include an antenna cable - RAD-CAB-RG213-50 – 2867225.
 - h. Each radio shall include an antenna - RAD-ISM-900-ANT-YAGI-3-N – 2867801.
 - i. Include one (1) configuration stick - RAD-900-CONF-RF1 – 2702122.

NYS ENVIRONMENTAL FACILITIES CORP.

This Addendum #3 for CWSRF Project # C4-5469-06-00 Delanson WWTP Long-Term Improvements Project are hereby approved on behalf of the New York State Department of Environmental Conservation pursuant to the provisions of NYS Environmental Conservation Law.

SPDES Permit Number NY0261271

See correspondence dated 1/26/2021, for detailed eligibility information.

Approved by: *Kevin* P.E.

Date: 1/26/2021

Recommended by: *Ellie*

Date: 1/26/2021

The RIO shall
hall
sures.
d PS to
tall a radio at
ADA.
D-900-IFS
A106-IFS.

Contract Drawings:
None

The Bid Due Date (for both Contracts) remains Friday January 22, at 2:00 p.m.

If you have any questions please contact Bill Brown in our Oneonta Office at (607)-432-8073.

Town of Duanesburg Town Board
RESOLUTION NO. 40- 2021

January 28, 2021

WHEREAS, pursuant to General Municipal Law § 122-b, the Town Board of the Town of Duanesburg (the "Town Board") has the authority to contract for general ambulance services including, but not limited to, basic life support and advanced life support ("General Ambulance Services"); and

WHEREAS, the Town Board has determined that it is in the public interest to contract with Duanesburg Volunteer Ambulance Corps, Inc ("DVAC") for the provision of General Ambulance Services within the Town (the "DVAC Contract"); and

WHEREAS, under the DVAC Contract, the Town will pay DVAC \$227,344.00 for General Ambulance Services for calendar year 2021; and

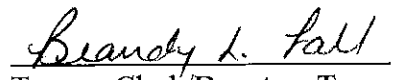
WHEREAS, DVAC has provided the Town Board with the attached fee schedule for calendar year 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves DVAC's attached fee schedule for calendar year 2021 and approves and authorizes the Town Supervisor to execute the attached DVAC Contract.

By (unanimous/majority) vote of the Town Board of the Town of Duanesburg at its regular meeting of January 28, 2021



Roger Tidball, Supervisor



Town Clerk/Deputy Town Clerk

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

Town Board Members:

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

**AGREEMENT BETWEEN TOWN OF DUANESBURG AND
DUANESBURG VOLUNTEER AMBULANCE CORPS, INC.
FOR EMERGENCY MEDICAL AND GENERAL AMBULANCE SERVICE IN
THE
TOWN OF DUANESBURG**

THIS AGREEMENT, made the 28 day of January, 2021, between the **TOWN OF DUANESBURG**, 5853 Western Turnpike, Duanesburg, NY 12056 (the "Town") and **DUANESBURG VOLUNTEER AMBULANCE CORPS, INC. ("DVAC")**, a not-for-profit corporation organized and existing under the laws of the State of New York, with its office and principal place of business at 130 Cole Rd, Delanson, New York 12053 (the "Agreement");

WITNESSETH:

WHEREAS, the Town is desirous of entering into an agreement for providing emergency medical and general ambulance services including, but not limited to, Basic Life Support ("BLS") and Advanced Life Support ("ALS") (collectively, "Ambulance Services"), within the Town pursuant to the provisions of New York State General Municipal Law ("GML") § 122-b; and

WHEREAS, DVAC is desirous of furnishing Ambulance Services within the Town, under the terms and conditions set forth herein; and

WHEREAS, at a regular meeting of the Town Board of the Town of Duanesburg held on January 28, 2021, the Town duly authorized this Agreement with DVAC upon the terms and conditions set forth herein; and

WHEREAS, this Agreement has been authorized by the Board of Directors of DVAC.

NOW THEREFORE, in consideration of the mutual promises recited herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Town does contract with DVAC to furnish Ambulance Services within the Town, and DVAC agrees to furnish such Ambulance Services, subject to the following provisions:

1. TERM

This Agreement shall be effective January 1, 2021 until December 31, 2021 (the "Term"), unless otherwise extended by written agreement of the parties.

2. RENEWAL AND MODIFICATION

No provision or term of this Agreement shall be modified, amended, waived or limited except by written agreement expressly referring hereto and to the provision

so modified, amended, waived or limited and signed by both parties to this Agreement.

3. OBLIGATIONS OF DVAC

DVAC will:

- 3.1 Provide Ambulance Services within the Town. DVAC will be solely responsible for supplying, maintaining, and equipping ambulances and for providing sufficient and properly trained personnel for the provision of such services and shall comply with all applicable laws and regulations including, but not limited to, the mandates of the New York State Department of Health Bureau of Emergency Medical Services and State Emergency Medical Advisory Committee, the Regional Emergency Medical Services Council of the Hudson Mohawk Valleys and Regional Emergency Medical Advisory Committee for the operation of such Ambulance Services. DVAC will arrange for ALS intercept services on an as needed basis for the Town.
- 3.2 Provide trained and qualified persons to provide Ambulance Services in accordance with the laws of New York State, Department of Health Regulations, Protocols and Policy Statements, and Regional and DVAC protocols and procedures.
- 3.3 Provide or arrange for the provision of Ambulance Services twenty-four (24) hours a day, seven (7) days per week for all persons requiring such services within the Town.
- 3.4 Incur and pay for the following operating expenses:
 - Heat, lights, telephone and all other utilities in connection with DVAC's facilities;
 - General maintenance, repairs and supplies for the equipment, vehicles and housing for ambulances and meetings;
 - Replacement of medical supplies and equipment;
 - All liability insurance on the ambulance vehicles and DVAC facilities;
 - All liability, contractual liability, malpractice, workers compensation, contractual and/or errors and omissions insurance covering all members of DVAC; and
 - All training and continuing education of its members, including such certification and recertification as may be required by law.

- 3.5 Coordinate the provision of Ambulance Services provided in the Town by other ambulance service companies and providers of emergency medical services ("EMS") as mutual aid on an as-needed basis in accordance with federal, state, regional, and DVAC protocols and policies.
- 3.6 Provide appropriate quarters to station personnel and to store vehicles and other equipment for use in the Town.
- 3.7 No later than July 31st of each year of the Term, provide the Town with an inventory of all property and equipment owned by or in the custody of DVAC that is utilized or intended to be utilized for the provision of Ambulance Services. For purposes of this paragraph the term "property and equipment" shall mean any item with a replacement cost in excess of \$2,000.00 dollars.
- 3.8 No later than July 31st of each year of the Term provide to the Town a listing of all cash assets of DVAC, including reserve accounts.
- 3.9 Seek fee collection from persons utilizing the Ambulance Services and account for same as more fully set forth in this Agreement. Unless otherwise directed by a lawful mandate by the Town, DVAC will seek to collect co-pays or deductibles from users of the Ambulance Service as part of Fee Collection set forth in Section 5.
- 3.10 DVAC shall provide the Town with the accounting and reporting of calls, fees collected, and other matters as required in other portions of this Agreement.
- 3.11 On an annual basis no later than November 1st of each year of the Term, DVAC will make a recommendation to the Town as to the appropriate amount of fees or charges for Ambulance Services to be considered for approval by the Town for the forthcoming year. Such recommendation shall be reasonably founded on empirical data and shall provide the anticipated usual and customary rate(s) for said Ambulance Services in the forthcoming year. The Schedule of Fees for the initial term is appended hereto as **Addendum A**.
- 3.12 Warrants that any and all of DVAC corporate or internal conditions precedent to the execution of this Agreement have been satisfied or ratified by DVAC and that the signatory of this Agreement on behalf of DVAC has the authority to execute this Agreement and to bind the corporation.
- 3.13 Keep in force its Ambulance Service Certificate and maintain compliance with the applicable requirements of Article 30 of the Public Health Law and State Emergency Medical Services Code.

4. OBLIGATIONS OF THE TOWN

- 4.1 In consideration of DVAC successfully and fully providing the Ambulance Services for the Term, DVAC shall be compensated in the amount of up to **\$334,894.00** (the "Contract Fee"). The Contract fee shall be comprised partially of a payment from the Town (the "Town Payment Portion") and partially of fee collection performed by DVAC pursuant to Section 5 (the "Fees Collected Portion"). For the Town Payment Portion, the Town shall pay **\$227,344.00** to DVAC in quarterly payments.

The Fees Collected Portion of the Contract Fee shall be raised through fee collection performed by DVAC pursuant to Section 5. Should the amount of fees collected by DVAC during the Term, plus the Town Payment Portion, exceed the Contract Fee, the excess amount shall be remitted to the Town. If the amount of fees collected by DVAC during the Term, plus the Town Payment Portion, is less than the Contract Fee, such shortfall shall be borne by DVAC. The Town is hereby relieved from the obligation to pay DVAC more than the Town Payment Portion of **\$227,344.00**.

The Contract Fee represents the present financial commitment made by Town to DVAC plus additional monies required to ensure ambulance service coverage of the Town as set forth herein through contracting for additional day-time staffing.

- 4.2 The Town shall only be responsible to DVAC for the amounts set forth in Paragraph 4.1.
- 4.3 The Town may, pursuant to General Municipal Law Section 122-b(2), formulate such rules as it deems necessary for the provision of Ambulance Services and will establish a schedule of fees or charges to be paid by such persons using the services. Such fees and charges shall conform with federal and State mandates and shall be within the range of usual and customary rates for ambulance services in the region.
- 4.4 The Town may enact such lawful resolutions as necessary to affect the intended purposes of this Agreement.
- 4.5 The Town may authorize emergency call answering and ambulance dispatching of calls originating in the Town through the appropriate dispatch center.
- 4.6 Upon request of DVAC, the Town may plow, sand, salt and/or de-ice DVAC facilities so as to enable DVAC to render Ambulance Services to the Town. The Town shall retain sole discretion regarding whether to perform such snow removal and ice removal/mitigation services. With

respect to the Town's performance of snow removal and ice removal/mitigation services, DVAC will defend and indemnify the Town to fullest extent permitted by law from and against any liability or claims except for liability arising out of the negligence or willful misconduct of the Town.

5. FEE COLLECTION

- 5.1 DVAC will seek fee collection from all persons utilizing the Ambulance Services.
- 5.2 DVAC, as the transporting agency, will bill patients, their insurers (including private insurers, Medicare and Medicaid) and guarantors at the usual and customary rates for the locale and as approved by the Town for the provision of Ambulance Services. Bills for services will be submitted to patients transported to or from a health care or health related facility, for properly chargeable ALS and BLS treatment, and for evaluations, assessments, and assistance that are deemed properly chargeable Ambulance Services as permitted by law. The expenses incurred for pursuing fee collection shall be borne by DVAC and subtracted from those sums received from third parties for service, including any additional costs to DVAC for providing billing services attributable to ALS billing. DVAC may contract with a vendor(s) to supply billing services and the use of such vendor shall be subject to approval by the Town. Any proposed contracts for billing services or for contactors to be retained by DVAC in order to pursue fee collection shall be subject to the approval of the Town, and Town's approval of such contracts shall not be unreasonably withheld.

6. BUDGETING

- 6.1 Prior to the fifteenth day of September of each year of the Term, DVAC will submit to the Town Supervisor for consideration by the Town Board of the Town a proposed budget for the forthcoming calendar year. The budget shall contain sufficient detail of the projected expenses, fees collected, and fund balances for the forthcoming year and be in such form as the Town may request. In addition, the proposed budget will contain a listing of the amount of fees collected through June 30 of the present calendar year and a forecast of projected fee collection through the balance of the present calendar year.

7. AUDIT AND FINANCIAL CONTROL

- 7.1 Fees collected by DVAC will be deposited in a federally insured bank account. The bank account shall be established and structured in a manner that the release of funds may only be made upon the authorization of the Town. The release of funds in a total amount less than or equal to the

approved annual budgeted amount is hereby authorized pursuant to this Agreement. The release funds in excess of the approved annual budgeted amount may only be authorized upon the further express, written consent of the Town pursuant to Paragraph 2. The designated fiscal officer of the Town shall implement procedures for the accounting of fees collected by DVAC and for the release of account funds to provide for the orderly administration, disbursement, and accounting of funds from such account. The procedures are intended to continue and may be refined or modified as the Town deems necessary or as may be required by law.

7.2 On A Monthly Basis

No later than the 15th day of each month:

7.2.1 DVAC will provide the Town with reports prepared by DVAC or its billing vendor demonstrating the number of calls generating bills, amounts billed, fees collected, accounts deemed uncollectible, and such other non-privileged financial information as the Town may require.

7.2.2 DVAC will provide the Town with copies of bank statements (with balances) and account reconciliations for the collection funds designated in Section 7.1 of this Agreement.

7.2.3 DVAC will provide the Town with copies of ambulance billing reports that include amounts billed during and the amount of fees collected during the preceding month, the amount of write-offs of uncollectable bills, if any, the percentage rate of collection in amount collected versus amount billed, and the billable call volume as a percentage of total call volume.

7.3 On An Annual Basis

No later than May 1:

7.3.1 DVAC will provide the Town with an annual summary of the number of calls and call type, collections, expenses, and other measurable deliverables as the Town may request in a format acceptable to the Town.

7.3.3 DVAC will provide the Town a copy of DVAC's (current) filed IRS Form 990 each year during the term of this Agreement. In the event that DVAC obtains an extension from the IRS to file its Form 990 beyond May 1, DVAC will provide a copy of said Form 990 to the Town as soon as possible after filing.

7.3.4 With the exception of the annual audit prepared by the certified public accountant, any reports and documentation required herein will be provided to the Town in a format either approved by or acceptable to the Town

Supervisor. Nothing herein shall require or imply that DVAC is obligated to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

7.3.5 Donations made to DVAC and other sources of revenue not arising from fee collection (e.g. grants, fundraisers, memorials, monetary gifts) shall be disclosed but shall not be considered collections for purposes of this Section.

8. INDEMNITY

To the fullest extent permitted by law, DVAC will defend, indemnify and hold harmless the Town in any claim for personal injuries including death, damage to persons or property, misappropriation of funds, injunctive relief or administrative enforcement arising out of DVAC's operations, actions, or obligations under the Agreement. To the fullest extent permitted by law, the Town will indemnify and hold harmless DVAC in any claim for personal injuries including death, damages to persons or property, injunctive relief or administrative enforcement arising out of the Town's operations, actions, or obligations under this Agreement.

9. INSURANCE

9.1 DVAC shall purchase and maintain in full force and effect insurance policies with the following limits of insurance:

9.1.1 Commercial General Liability (GCL) / Professional Health Care Liability

Commercial General Liability / Professional Health Care Liability with limits not less than \$1,000,000 per occurrence or medical incident, \$10,000,000 general aggregate and products / completed operations aggregate for each occurrence or medical incident.

The Town shall be included as Additional Insured. Additional Insurance coverage shall apply on a primary and not contributory basis.

9.1.2 Management Liability

Each offense or Wrongful Act - \$1,000,000 / \$10,000,000 aggregate. Defense Expense for Injunctive Relief - \$50,000

9.1.3 Automobile Liability

Business Automobile Liability with a combined single limit of not less than \$1,000,000 limit per accident, including owned, non-owned, leased, and hired vehicles. Volunteers / Employees must be identified as insured under non-owned automobiles.

The Town shall be included as Additional Insured on a primary and not contributory basis.

9.1.4 Umbrella / Excess Liability

Umbrella / Excess Liability with limits not less than \$10,000,000 per occurrence / \$10,000,000 annual aggregate – excess over automobile, general liability, professional health care liability, and management liability.

Umbrella Liability must include the Town as Additional Insured.

Umbrella / Excess Liability shall apply on a primary and not contributory basis.

9.1.5 Workers Compensation and Employers Liability

Employers Liability Insurance with limits not less than \$1,000,000 Each Accident for bodily injury by an accident and \$1,000,000 Each Employee for injury by disease.

9.2 All insurance required herein must be with insurers licensed to conduct business in New York State and acceptable to the Town. All insurance shall be from an insurer with A.M. Best rating form A- to A+ or better.

9.3 Notice of Cancellation. All policies and Certificates of Insurance shall expressly provide that the Town must receive thirty (30) days written notice in the event of material alteration, cancellation, or non-renewal coverage.

9.4 Waiver of Subrogation. All policies must include a Waiver of Subrogation against the Town for general liability professional health care liability, automobile liability, umbrella/excess liability, workers compensation and employer's liability.

9.5 Evidence of Insurance. DVAC shall furnish the Town a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, setting out the compliance with the insurance requirements set forth above. Certificates of Insurance must indicate the amounts of any and all deductibles. A copy of the Additional Insured Endorsement(s) must be provided to the Town. Neither failure to provide such certificate nor the

failure of the Town to request such certificate shall be deemed to be a waiver of DVAC's obligation to provide evidence of such insurance coverages.

- 9.2 All liability insurance policies procured and maintained by DVAC protecting against claims arising out of the operations, actions, or obligations of DVAC in providing Ambulance Services or related services arising directly or indirectly therefrom shall name the Town as an additional insured.
- 9.3 DVAC shall be responsible for providing workers' compensation insurance and or Volunteer Ambulance Workers' Benefit Insurance coverage for its employees. TOWN is not responsible for paying for and/or providing Volunteer Ambulance Workers' Benefit Insurance to any DVAC personnel above any amounts paid to DVAC by TOWN as set forth above.

10. NO WAIVER

The failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of the same, shall not constitute a waiver of any such breach or of such, or any other covenant, agreement, term or condition. By notice duly given, any party may, but shall be under no obligation to, waive any of its rights or any conditions of its obligations under this Agreement or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement, but each and every covenant, duty, agreement and condition of this Agreement shall continue in full force and effect with respect to any other existing, or subsequent, breach.

11. TERMINATION

- 11.1 Either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party.
- 11.2 Either party may terminate this Agreement for material breach upon (30) days written notice to the other party.
- 11.3 Upon termination, the pro-rated amount of the Contract Fee previously paid by the Town for the balance of the Term after the effective date of the termination will be reimbursed to the Town by DVAC. If, upon the effective date of termination, the Town owes DVAC payment for Ambulance Services rendered through date of termination, such payment will be made by the Town to DVAC within thirty (30) days of the effective date of termination.

12. ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, DVAC is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person without the previous consent in writing of the Town.

13. NOTICE

All notices, offers and communications required or permitted by this Agreement shall be made in writing and shall be deemed given when personally delivered to a party, or mailed by certified mail, return receipt requested, addressed as follows:

To the Town:

Town Board of the Town of Duanesburg
Town of Duanesburg Town Hall
5853 Western Turnpike
Duanesburg, New York, 12056

With a copy to:

Terresa M. Bakner, Esq.
Whiteman Osterman & Hanna, LLP
One Commerce Plaza, Suite 1900
Albany, New York, 12260

To DVAC:

Duanesburg Volunteer Ambulance Corps
P.O. Box 130
Delanson, New York, 12053

With a copy to:

Timothy Hannigan, Esq.
Hannigan Law Firm, PLLC
388 Kenwood Avenue
Delmar, New York 12054

By notice given pursuant to this paragraph, either party may designate any further or different address to which subsequent notices, offers or other communications shall be sent.

14. SEVERABILITY

To the extent permitted by law, if any provision of this Agreement is deemed by a Court of competent jurisdiction to be void or voidable, all other provisions shall remain enforceable and effective.

15. VENDOR STATUS

DVAC is a vendor to the Town. DVAC is neither an agent nor a department of the Town. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties.

16. MISCELLANEOUS

16.1 This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition or representation other than for which is expressly provided in this Agreement.

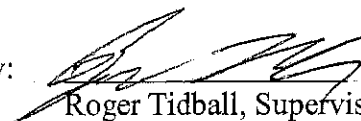
16.2 This Agreement shall be subject to the laws of the State of New York.

16.3 The captions and section heading used in this Agreement are for reference related purposes only to aid the reader and are without substantive effect to the terms that follow thereafter.

TOWN OF DUANESBURG

**DUANESBURG VOLUNTEER
AMBULANCE CORPS, INC.**

By:


Roger Tidball, Supervisor

By: _____

ADDENDUM A – SCHEDULE OF FEES
January 1, 2021 through December 31, 2021

ALS CHARGES

ALS TRANSPORT LEVEL 1	\$1,106.96
ALS TRASPORT LEVEL 2	\$1,211.70

BLS CHARGES

BLS REFUSAL – MVA	\$118.18
BLS EMERGENCY TRANSPORT	\$783.30
BLS NON-EMERGENCY TRANSPORT	\$650.85
MILEAGE (loaded)	\$26.25

Brandy Fall

From: Jennifer Howe
Sent: Thursday, January 28, 2021 2:40 PM
To: Brandy Fall; Roger Tidball
Subject: Fwd: Public Forum Comments for January 28,2021 Town Board Meeting

Sent from my iPhone

Begin forwarded message:

From: lynne bruning <lynnebruning@gmail.com>
Date: January 28, 2021 at 2:23:33 PM EST
To: Jennifer Howe <JHowe@duanesburg.net>
Subject: Public Forum Comments for January 28,2021 Town Board Meeting

Dear Supervisor Tidball and the Town Board,

Please read my comments into the official record of tonight's town board meeting and include this email in the minutes as posted on the town website.

As of January 28 at 1:30 PM :

1. The agenda for tonight's meeting has not been posted.
2. The draft minutes for the January 14, 2021 town board meeting have not been posted. Please see attached screen shot of the town webpage for town board minutes.
3. I am on able to find a draft of the solar law on the town website.

When will the town provide the residents with the draft solar law? Where will it be posted?
What is the deadline for submitting comments on the draft comprehensive plan?
Will the town enact a moratorium on wind energy power resources as requested by the residents?
Will the town in act a moratorium on battery energy storage solutions as requested by the residents?
Has a building permit for Oak Hill Solar 1 and 2 been requested? Was a building permit issued?
Has the State Comptroller provided the 2019 audit?

I look forward to your replies.
Thank you for your assistance and consideration.

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

13:50



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